

Revisions Ratified on November 15, 2022  
Revisions Approved on November 16, 2022

## AGREEMENT

between the

Goleta Union School District

and the

California School Employees Association Goleta Valley Chapter#  
311

July 1, 2020 through June 30, 2023

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## **1. Agreement**

1.1 This is in Agreement made and entered into this twelfth day of May 2020, by and between the Public-School Employer, the Goleta Union School District (hereinafter referred to as "District") and the California School Employees Association and its Goleta Valley Chapter #311 or its successors (hereinafter referred to as "CSEA"), pursuant to the Chapter 10.7 §§3540-3549 of the Government Code (Act).

## **2. Recognition**

2.1 The District confirms its recognition of CSEA as the exclusive representative for all classified positions listed in Appendix A attached hereto, excluding: management positions, confidential positions, supervisory positions, short-term positions, provisional appointments, substitutes, and positions exempt from the classified service.

### **3. Organizational Rights**

3.1 CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.

- 3.1.1 CSEA staff and CSEA officers, site representatives, and job stewards (during duty- free periods) shall have the right of access to bargaining unit members during their duty-free periods.
- 3.1.2 Notwithstanding the aforementioned provision, CSEA staff shall have reasonable access to CSEA Chapter #311 officers, site representatives, and job stewards during the normal workday, providing that CSEA staff makes the job steward's presence known to the principal and/or department head and secures permission prior to contacting such a unit member.
- 3.1.3 CSEA may use District mail services and designated bulletin boards subject to the following conditions: (a) all posting on designated bulletin boards or items for District mail services must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by a CSEA officer; (b) a copy of such posting or distribution must be delivered to the Superintendent or designee at the same time as posting or distribution; and (c) CSEA will not post or distribute through District mail services information which may be defamatory of the District or its personnel, subject to the immediate removal of the material by the District.
- 3.1.4 CSEA shall have the right to request the use of District facilities pursuant to any current board policy, which provides for the use of the organizations. CSEA shall have the right to request the use of District equipment for negotiation purposes.
- 3.1.5 Unit members whose work shift begins after 12 noon may restructure their work shift, with the approval of their supervisor, in order to attend regularly scheduled Association Chapter meetings during the school year. The Chapter President shall have the right to be released from duties for up to 40hours per year to conduct Association business. This released time shall be delegable in whole or part to other Chapter officers at the discretion of the Chapter President.
- 3.1.6 The Chapter President or delegated officer will notify the Superintendent or designee prior to the use of such release time.
- 3.1.7 The Chapter President shall appoint the classified representative to the following District committees: Budget, Advisory, Safety, Medical Benefits, and Professional Growth.

#### **3.2 Union Stewards**

- 3.2.1 CSEA shall, no later than sixty (60) days following the election of officers, submit to the District a list of the union stewards. The list may include one at each school; one at the District office, which represents Food Services and the

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warehouse, and one at Maintenance Operations and Transportation facility.  
CSEA shall also transmit the name of the Chief Union Steward.

## 4. Organizational Security

### 4.1 Membership and Dues Deduction:

- 4.1.1 District shall insert CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and anyone asking about Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 585 U S (2018), expressing District's desire to work cooperatively with CSEA due to its professionalism and strong support for increased school funding. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of the/anus decision.
- 4.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee about that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not need keep track of this period which shall be tracked by CSEA within its membership database.
- 4.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

### 4.2 Dues Deduction:

- 4.2.1 The employer shall deduct in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 4.2.2 The District's managers, supervisors and confidential employees shall be neither positive nor negative regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain the unit member's approval on behalf of the union before processing any revocation request.
- 4.2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 4.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

### 4.3 Membership Information:

- 4.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA Environmental Defense members' personal information, including but not limited to members' Social Security Numbers, personal addresses, personal phone number, personal canicular phone number, and status as a union

member.

4.3.2 The District shall reject all requests from outsiders for work email addresses for bargaining unit members for the purpose of solicitation, unless there is a court decision or law directing public agencies to release this intonation.

4.3.3 The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

#### 4.4 Hold Harmless Provision:

4.4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

4.4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

#### 4.5 Disputes:

4.5.1 It is specifically understood that failure of any unit member to pay monies to CSEA or comply with CSEA rules, regulations, or by-laws will be a dispute between CSEA and the member and will not be a dispute with or involve the District.



## 5. Unit Member Rights

5.1 The District and CSEA recognize the right of unit members to form, join, and participate in the lawful activities of unit member organizations, and the equal alternative right of the unit members to refuse to form, join, or participate in unit member organization activities, except as otherwise provided for in this Agreement.

### 5.2 DISTRICT NOTICE TO CSEA OF NEW HIRES

5.2.1 The District shall provide CSEA notice of any newly hired employee, within ten Section 1.01 (10) days of date of hire, via an electronic mail. Please include the following information: full legal name, date of hire, classification, and site.

### 5.3 EMPLOYEE INFORMATION

5.3.1 “Newly hired employee” or “new hire” means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the CSEA unit.

5.3.2 The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall also include the following information, with each field listed in its own column:

- 5.3.2.1 First Name;
- 5.3.2.2 Middle initial;
- 5.3.2.3 Last name;
- 5.3.2.4 Suffix (e.g., Jr., III)
- 5.3.2.5 Job title/Classification;
- 5.3.2.6 Department;
- 5.3.2.7 Primary worksite name;
- 5.3.2.8 Work telephone number;
- 5.3.2.9 Home Street address (incl. Apartment #)
- 5.3.2.10 City
- 5.3.2.11 State
- 5.3.2.12 Zip Code (5 or 9 digits)

- 5.3.2.13 Home telephone number (10digits);
  - 5.3.2.14 Personal cellular telephone number(10digits);
  - 5.3.2.15 Personal email address of the employee;
  - 5.3.2.16 Employee ID;
  - 5.3.2.17 CalPERS status;
  - 5.3.2.18 Hire date.
  - 5.3.2.19 This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.
- 5.3.3 Periodic Update of contact information: The District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January and May. This contact information shall also include the following information, with each filed listed in its own column:
- 5.3.3.1 First Name;
  - 5.3.3.2 Middle initial;
  - 5.3.3.3 Last name;
  - 5.3.3.4 Suffix (e.g., Jr., III)
  - 5.3.3.5 Job title/Classification;
  - 5.3.3.6 Department;
  - 5.3.3.7 Primary worksite name;
  - 5.3.3.8 Work telephone number;
  - 5.3.3.9 Home Street address (incl. Apartment #)
  - 5.3.3.10 City
  - 5.3.3.11 State
  - 5.3.3.12 Zip Code (5 or 9 digits)
  - 5.3.3.13 Home telephone number (10digits);
  - 5.3.3.14 Personal cellular telephone number (10 digits);
  - 5.3.3.15 Personal email address of the employee;
  - 5.3.3.16 Employee ID;
  - 5.3.3.17 CalPERS status;
  - 5.3.3.18 Hire date.

#### 5.4 NEWEMPLOYEEORIENTATION

- 5.4.1 “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or

mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

- 5.4.2 The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days 'notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
  - 5.4.2.1 In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for one (1) CSEA representative, the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
  - 5.4.2.2 In the event the District conduct one-on-one orientations with new employees, CSEA shall have fifteen (15) minutes of paid release time for one CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- 5.4.3 The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.
- 5.4.4 The orientation session shall be held on District property during the workday of the employees(s), who shall be on paid time.
- 5.4.5 During CSEA's orientation session, no District manager or supervisor or non- unit employee shall be present.

## **6. District Rights**

- 6.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct work of its unit members; determine the times and hours of operation, determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students, determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation, determine the methods of arising revenue; contract out work, and take action on any matter in the event of emergency. An “Emergency” shall be defined as: the effects of natural, manmade or war caused emergencies that result in conditions of disaster or in extreme peril of life, property and resources, and is of paramount importance requiring the responsible efforts of unit member(s). In addition, the District retained the right to hire, classify, assign, evaluate, promote, terminate, and discipline unit members.
- 6.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rule, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

## 7. Hours

### 7.1 Workweek.

7.1.1 The regular work week shall consist of five (5) consecutive days, not to exceed eight (8) hours each, for a total of forty (40) regular hours. This section shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on business of the District, except as provided in the section on overtime.

### 7.2 Workday.

7.2.1 The District shall designate the workday of each member of the bargaining unit in accordance with the provisions set forth on this Agreement.

7.2.2 Any part-time unit member who works an average of thirty (30) minutes or more per day for a period of twenty (20) consecutive days or more in excess of the unit member's regular part-time assignment shall have the unit member's shift adjusted upward to reflect the longer hours, effective with the next pay period.

7.2.3 The workweek for any unit member having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive days. Such unit member shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek at a rate equal to one and one-half (1 1/2) times the regular rate of pay of the unit member designated by the District and authorized to perform the work.

7.2.4 The District will establish the beginning and ending time of each unit member upon initial employment and annually by October 1 of each year. Any proposed work-shift change occurring after October 1 of each year would be discussed with CSEA prior to implementation.

#### 7.2.5 Field Trips.

7.2.5.1 Any unit member required to accompany a class on an overnight field trip shall be compensated for twelve (12) hours per day at the appropriate rate of pay.

### 7.3 Lunch Period

7.3.1 All full-time bargaining unit members covered by this Agreement shall be entitled to an uninterrupted, duty-free lunch period of not less than one half hour at about the mid-point of each work shift.

7.3.2 All part-time bargaining unit members whose duty hours are five (5) hours or more shall be entitled to an uninterrupted duty-free lunch period of at least thirty (30) minutes per day.

### 7.4 Rest Periods

- 7.4.1 All bargaining unit members will be granted a duty-free rest period of fifteen
- 7.4.2 (15) minutes for every four (4) hours of work at about mid-point of each shift, where practicable.
- 7.4.3 Rest periods are a duty-free part of the regular workday and shall be compensated at the unit member's regular rate of pay.
- 7.4.4 The District shall provide lunchroom, restroom, and lavatory facilities for unit member's use.

#### 7.5 Workload.

- 7.5.1 Prior to ongoing changes in the workload being enacted, the immediate supervisor will discuss changes with the affected unit member(s).
- 7.5.2 The immediate supervisor shall, with the input from the unit member(s), make determination as to the workload priorities.
- 7.5.3 If the unit member(s) feels workload concerns remain, they may appeal to the monthly Labor Management meeting comprised of equal numbers of panelists from the District and the Association.

#### 7.6 Overtime

- 7.6.1 Overtime is defined to include any time required to be worked in excess of eight (8) hours in any day and in excess of forty (40) hours in any a calendar week. Such overtime shall be approved in writing prior to overtime being worked. In case of emergency, overtime may be worked to take care of such emergency without prior approval. Emergency overtime shall be reported, in writing, to the Superintendent or designee within twenty-four (24) hours and shall include the nature of the emergency and hours worked to respond to such emergency. If the Board of Trustees establishes a workday of less than eight (8) hours, but more than seven (7) hours, and a workweek of less than forty hours, but more than thirty-five (35) hours, for all of its unit member positions or for certain classes or unit member positions, all time worked in excess of the established workday and workweek shall be deemed to be overtime. The foregoing provisions do not apply to properly designated part- time positions with an assigned workday of less than eight (8) hours and a workweek of less than forty (40) hours, even though all such positions constitute all of the positions within a class.
- 7.6.2 Notwithstanding the foregoing provisions, the Board of Trustees may declare overtime to have been necessary as an emergency and provide for cash compensation or compensatory time off at a rate less than the overtime rate. An "Emergency" shall be defined as: the effects of natural, manmade or war caused emergencies that result in conditions of disaster or in extreme peril of life, property and resources, and is of paramount importance requiring the responsible efforts of unit member(s).

- 7.6.3 For the purpose of computing the number of hours worked, time during which a unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the unit member.
- 7.6.4 A unit member required to work on a holiday shall be paid compensation or given compensatory time off for such work in addition to the regular pay received for the holiday, at the rate of one and one-half (1.5) times the unit member's regular rate of pay, including any differentials because of the unit member's current assignment. Holiday work shall be compensated in cash or in compensatory time off, as first submitted by the unit member.
- 7.6.5 Overtime shall be calculated to the nearest quarter hour of overtime worked.
- 7.6.6 Compensatory time off shall be taken prior to the next succeeding June 15. Any compensatory time remaining to a unit member's credit on June 15 shall be paid to the unit member in cash based on the unit member's salary at the time the overtime was worked
- 7.6.7 Overtime shall be distributed and rotated as equally as is practical among the unit members within each classification within each department.
  - 7.6.7.1 If the evening custodian is absent, the work may first be offered to a substitute custodian. If a substitute is not available, or if the District does not wish to employ a substitute, and the District wishes to have the work performed as overtime, the overtime shall first be offered to the day custodian at the site of the absence. If that day custodian declines the overtime work, and the District still wishes to have the work performed as overtime, then the work shall be offered in rotation to the day custodians who have previously indicated in writing a desire to perform overtime work.
- 7.6.8 Any unit member called in to work on a day when the unit member is not scheduled to work, or called back to work after completion of a regular shift, shall receive a minimum of two (2) hours pay at the appropriate rate of pay in accordance with the regular and overtime provisions of this Agreement.
- 7.6.9 Work shifts which have half or more of their regularly scheduled work time between the hours of 5:00 p.m. and 6:00 a.m. shall be designated as swing shifts. A unit member assigned to a swing shift position shall receive a two (2) range, five percent (5%) differential above the unit member's regular rate of pay.

## 7.7 Seniority

- 7.7.1 Unit members' seniority in each classification shall be based on the first day of employment in that classification. Unpaid leaves of absence of less than four months' duration shall not be considered a break in service for security purposes.

7.8 Work Schedule for School-Year Unit members. The following work schedule shall be in effect for school-year unit members in addition, all unit members will be given their start and end date in their reasonable assurance of employment letter received at the end of the year.

<b>Classification</b>	<b>Before 180-day School Year</b>	<b>After 180-day School Year</b>	<b>Total Workdays</b>
After School Program Assistant	2	0	182
After School Program Leader	5	0	185
Assistant to Food Service Director	10	5	195
Behavior Specialist (RBT)	2	0	182
Board Certified Behavioral Analyst	5	0	185
Bus Driver	1	0	181
Clerk	0	0	180
Community Liaison	5	0	185
Custodian (School year Only)	0	0	180
Crossing Guard	0	0	180
Food Service Cashier	1	0	181
Foodservice Worker I & II	1	0	181
Food Service Worker III	2	0	182
Instructional Assistant [Paraeducator I]	2	0	182
Instructional Assistant Special Bilingual	2	0	182
Instructional Assistant Special Ed [Paraeducator II]	4	0	184
Instructional Assistant SE Severely H [Paraeducator III]	4	0	184
Content Specialist	2	0	182
Intervention Specialist	2	0	182
Library Media Specialist	3	1	184
Licensed Vocational Nurse	2	0	182
Occupational Therapist	5	0	185
School Office Assistant	15	5	200
School Office Manager	15	8	203

7.9 The following provisions apply to regular part-time classified unit workers who commit to and do regularly perform supervisor duties: The time worked as a playground supervisor will be included for purposes of calculating unit member's vacation, holiday pay, sick leave, and CalPERS credit.

7.10 Playground supervisor time will continue to be flexible and determined by the District.

7.11 Summer Work

7.11.1 The District retains its discretion to determine staffing levels, positions and classifications for all work to be performed during summers. The District will post positions for summer employment. While it is understood that no unit members employed for less than 12 months may be required to perform summer duties, any/all unit members who so desire may apply for such positions.



Unit members who currently serve with the posted classifications and who apply to serve will be placed first. A special education aide, with less seniority, may be placed first when the needs of a special education student warrants it. If there are not enough applications for such summer assignments from unit members who currently serve within the posted classifications, then the District may employ qualified unit members from other classifications who have so applied to fill the posted summer positions. If there still remain summer positions to be filled, the District may assign the duties to non-bargaining unit members.

- 7.11.2 Unit members who work summer assignments shall receive, on a pro rata basis, not less than the compensation (including fringe benefits accrual and usage) that is applicable to the relevant classification during the regular school year. Salary schedule placement for the summer assignment shall be in accordance with each unit member's status on the relevant classification's salary schedule during the regular school year. If a unit member is hired from another classification the unit member will be paid at the "A" step of the range.

## **8. Vacation**

- 8.1 All probationary and permanent bargaining unit members shall earn paid vacation benefits which shall be earned on a fiscal year basis, July 1 to June 30, in accordance with the provisions of this Article.
- 8.2 Probationary and permanent bargaining unit members who are on leave of absence to serve in short-term assignments or who serve in short-term assignments when they are not regularly assigned, shall earn vacation during such short-term assignment. Vacation shall also be earned during any paid leave of absence.
- 8.3 Vacation shall be paid at the same rate the bargaining unit member would have received had the unit member been in working status.
- 8.4 Vacation may, with approval of the District, be taken any time during the year. If the unit member is not permitted to take vacation, the amount not taken may accumulate for later use, or be paid in cash, at the option of the District, subject to the limitations set forth in §8.5 of this Article.
  - 8.4.1 For example, unit members receive vacation grants at the beginning of each schoolyear. All less than 12-month unit members shall receive monthly pay for vacation earned in lieu of vacation time. After the initial August paycheck, such unit members shall receive the same amount of pay spread out over their work year, even during Thanksgiving, Winter and Spring Breaks. Because less than 12- month unit members have already received the cash-value of their vacation time, they will not be able take any vacation time when school is in session.
- 8.5 In the case of twelve- (12) month unit members, the bargaining unit member may carryover, at the unit member's election, one year's earned vacation to the next fiscal year. The total accumulation may not exceed more than twice the earned vacation to which a bargaining unit member is entitled at any point in time.
- 8.6 Earned vacation shall not become a vested right until the completion of the probationary period.
- 8.7 A bargaining unit member may be granted vacation during the year, even though not earned at the time vacation is taken.
- 8.8 If a member is terminated and has been granted vacation which was not yet earned at the time of termination, the District shall deduct from the unit member's severance check the full amount of salary which was paid for any unearned vacation taken.
- 8.9 Upon separation from service, the unit member shall be entitled to lump sum compensation for all earned and unused vacation, except that unit members who have not completed nine (9) months of service in regular status shall not be entitled to such compensation.
- 8.10 In the case of twelve- (12-) month unit members, vacation schedules shall be

prepared by the District. Every effort shall be made to enable vacation to be taken at times convenient to the unit member, consistent with the needs of the District and the workload of the department. Unit members shall request vacation at least five (5) working days prior to the start of the desired vacation time, except in cases of unforeseen circumstances. The unit member's supervisor shall respond to the unit member's request for vacation within five (5) workdays of receipt of the request. The unit member may appeal a denial of their request to the appropriate Assistant or Deputy Superintendent. Denied vacation requests shall include a specific District need or departmental workload issue that cannot be overcome that is the reason for the denial. As per §8.4.1 of this Article, all less than 12-month unit members shall receive monthly pay for vacation earned in lieu of vacation time.

- 8.11 It shall be the responsibility of the District to schedule vacation so that accumulation of earned vacation shall be in accordance with §8.5 of this Article.
- 8.12 The rate of pay at which vacation time shall be paid shall be the unit member's current rate of pay. A unit member whose vacation is earned and begun under a given status shall suffer no loss of earned vacation credit by reason of subsequent changes in conditions of employment during that vacation.
- 8.13 A unit member who becomes ill shall immediately notify the District under the provisions of Article XI, §11.1 and shall make arrangements for the rescheduling of vacation in accordance with this Article. Upon proper notification to the District, the unit member will be put on illness leave or injury leave. The burden of proof for illness shall be the unit members, and the District may require proof of such illness or injury prior to such leave being granted.
- 8.14 Holidays that occur during a unit member's vacation period shall not be charged against the unit member's accumulated vacation time.
- 8.15 Bargaining unit members will be notified monthly of their accumulated vacation.
- 8.16 Any unit member whose compensation is fixed by the month and who is employed on a twelve-month basis shall earn annual vacation in accordance with the following schedule:
  - 8.16.1 During a six (6) month probationary period - none. Upon attainment of permanent status, six (6) days of vacation shall be credited to the unit member.
  - 8.16.2 Permanent unit member, first through fifth year of service: Vacation time shall be earned and accumulated at the rate of one day of vacation for each month of service, not to exceed ten (10) days per year.
  - 8.16.3 Commencing with the sixth year through the tenth year of service, vacation time shall be earned and accumulated at the rate of 1.25 days of vacation for each month of service, not to exceed fifteen (15) days per year.
  - 8.16.4 Commencing with the eleventh year of service through the seventeenth

year of service, vacation shall be earned and accumulated at the rate of 1.67 days of vacation for each month of service, not to exceed twenty (20) days per year.

8.16.5 Commencing with the eighteenth year of service, vacation shall be earned and accumulated at the rate of 2.09 days of vacation for each month of service, not to exceed twenty-five (25) days per year.

8.16.6 Hourly unit members and all other unit members who work less than twelve months per year shall be entitled to a proportionate share of the vacation benefits.

## **9. Wages, Pay, and Allowance**

### 9.1 Definitions:

- 9.1.1 Base Pay: The current cell placement on the salary schedule.
- 9.1.2 Stipend: An increase added to an employee's Base Pay, e.g., bilingual stipend, biliteracy stipend, translation/interpretation stipend, certificated substitute stipend, professional growth stipend.
- 9.1.3 Longevity: Years of continuous service as a permanent employee in GUSD.

9.2 For the period July 1, 2020 through June 30, 2023, the regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided in the Classification Plan and Classified Salary Schedule which is attached hereto as Appendix "B" and by reference made a part of this Agreement. The classified salary schedule consists of fifty-two (52) ranges each with a maximum of five (steps). Retroactive increases will only be applied to unit members employed by the District at the time of ratification.

9.2.1 Bargaining for the 2020-2021 school year provided an increase of 2.5% retroactive to July 1, 2020 to each cell of the table in Appendix B entitled, "Classified Salary Schedule (Base Pay)" and a modification to the longevity chart (9.6.1) retroactive to July 1, 2020. The modification to the longevity is valued at 0.5%. The changes described in this subparagraph are valued at 2.5% (on schedule salary) and 0.5% (longevity revisions), totaling a valuation of 3.0%.

9.2.1.1 The District and CSEA agree for the 2020-2021 school year that, in the event the District agrees to an overall increased compensation package to the certificated bargaining unit, the CSEA bargaining unit and the District shall meet and negotiate on the increased compensation.

9.2.2 Bargaining for the 2021-2022 school year

9.2.2.1 Bargaining for the 2021-2022 school year provided an increase of 3% retroactive to July 1, 2021 to each cell of the table in Appendix B entitled, "Classified Salary Schedule (Base Pay)."

9.2.2.2 Bargaining for the 2021-2022 school year additionally provided a one-time bonus of \$3,500 that is not PERS compensable to each unit member prorated by their FTE. The parties agree to a mutual understanding that, as per CalPERS Pensionable Compensation Circular Letter (December 16, 2017), Reasonable Compensation Regulations explicitly exclude a "bonus" such as this from PERS withholding.

9.2.2.3 The District and CSEA agree for the 2021-2022 school year that, in the event the District agrees to an overall increased compensation package to the certificated bargaining unit, the

CSEA bargaining unit and the District shall meet and negotiate on the increased compensation.

**9.2.3 Bargaining for the 2022-2023 school year**

**9.2.3.1 Bargaining for the 2022-2023 school year provided an increase of 5.5% retroactive to July 1, 2022 to each cell of the table in Appendix B entitled, "Classified Salary Schedule (Base Pay)."**

9.2.4 The following exceptions shall apply:

9.2.4.1 Incumbents in classifications in which the salary recommendation result in a lower range as a result of the Classification Study-1998 will remain at their current range as long as they are employed in that classification with the District. Unit members in these classifications who are hired as of the ratification date of this agreement, February 17, 1999, shall be placed in the new range recommended by the study.

9.3 All payroll errors or adjustments shall be corrected in accordance with the law.

9.4 Any bargaining unit member who is required to use the unit member's private vehicle on District business shall be reimbursed for all miles driven on behalf of the District at the rate established by the Internal Revenue Service in effect at that time, provided that the unit member submits a claim for travel reimbursement. The mileage computation shall include mileage necessary to return to the unit member's worksite. Such reimbursement shall be made to the unit member as soon as possible after the submission of the claim for travel reimbursement.

9.5 The District shall reimburse unit members the costs of tuition and required materials for any and all training programs that may be required of bargaining unit members by the District.

9.6 Longevity

9.6.1 To determine longevity, the following table will be used:

Years of continuous service with GUSD as a permanent employee	Longevity Rate
6	2%
7	2%
8	3%
9	3%
10	4%
11	4%
12	6%
13	6%
14	8%

15	8%
16	10%
17	10%
18	10%
19	12%
20	12%
21	12%
22	14%
23	14%
24	14%
25	14%
26	14%
27	14%
28	14%
29	14%
30	14%
31	14%
32	14%
33	14%
34	14%
35 or more	14%

9.6.2 Only those bargaining unit members who are covered by the regular five-step salary schedule are covered by this longevity program.

9.6.3 Longevity pay shall be in addition to the unit member’s regular rate of pay.

9.7A promoted bargaining unit member shall become permanent in the higher classification after serving a six (6) month probationary period. During probation, the unit member retains the right of reversion back to the least senior position in the pre-promotion classification.

9.8 Salary Placement

9.8.1 Initial Placement. New bargaining unit members shall normally be hired at the lowest step of the salary range for the class.

9.8.2 Step advancement

9.8.2.1 Probationary unit members may be advanced to the next higher step in the salary range for their job class on the first day of the pay period following successful completion of the probationary period upon the approval of the Board of Trustees. The effective date of the salary advancement shall become the unit member’s new anniversary date for purposes of salary step advancement.

9.8.2.2 Permanent bargaining unit members shall be advanced to the next higher step in their salary range annually on their anniversary date as described above. The effective date of such

step increases shall be the first day of the pay period following the date upon which increase is granted.

9.8.2.3 When promoted or reclassified to a more highly compensated position, a permanent unit member's placement on the salary schedule will be determined, as follows:

9.8.2.4 The unit member's base pay (i.e., the current cell placement on the salary schedule), prior to promotion or reclassification, will be multiplied by a factor of 1.05 to achieve a five percent (5%) raise. The new placement will be on the row associated with the new position and on the leftmost column which is at least as great as the product of the prior base pay and if no cell in that row exceeds the product, the placement will be on the rightmost column, i.e., if a five percent (5%) increase does not exist on the row associated with the new position.

#### 9.9 Working out of classification

9.9.1 Whenever a unit member is assigned to work out of the unit member's classification for five (5) or more workdays with in a fifteen (15) calendar day period, or five (5) or more workdays in any one of the following three-month periods: July-September, October-December, January-March, April-June, the unit member shall be compensated at the higher rate for each day so worked.

9.9.2 For purposes of this section, the signature of the department head, principal, or other designated supervisor on the appropriate District form shall be certification that the unit member was assigned work out of classification prior to performing such work.

9.9.3 When a bargaining unit member is assigned to work out of classification, the unit member shall receive additional compensation for such work at not less than five percent (5%).

#### 9.10 Asbestos and Lead Paint Removal Compensation

9.10.1 The District may designate bargaining unit members to serve on the Districts Asbestos Emergency Abatement Response Team and/or to perform removal of lead paint.

9.10.2 Prior to being assigned any asbestos abatement or lead paint removal work, a unit member designated as a member of the Asbestos Emergency Abatement Response Team or assigned to perform lead paint removal shall successfully pass a required medical examination provided by the District, and shall receive necessary training and materials.

9.10.3 When a bargaining unit member is assigned to perform asbestos abatement or lead paint removal by the District, the unit member shall receive additional compensation of five percent (5%) while performing such a signed work, or for a minimum of two (2) hours, whichever is greater.



## 9.11 Compensation based on Bilingualism and Biliteracy

### 9.11.1 Bilingual and Biliteracy Stipends

#### 9.11.1.1 Bilingual Stipend

9.11.1.1.1 To be eligible for a Bilingual Stipend, a unit member must pass a bilingual assessment as determined by the district.

9.11.1.1.2 Unit members who are assigned to be available to perform their verbal duties in **another language (e.g., Spanish or American Sign Language)** shall receive additional compensation of 2.5% to the unit member's Base Pay for all hours worked for the duration of the period of availability, as determined by the District.

9.11.1.1.3 Refusal to perform their verbal duties in **another language (e.g., Spanish or American Sign Language)** will result in an offer of added training. Repeated refusal to perform their verbal duties in **the other language (e.g., Spanish or American Sign Language)** will result in loss of the stipend for the pay period and may result in reassignment. The assignment of unit members to be available to provide these services is under the purview of management. Neither classified nor certificated unit members may assign classified unit members to provide these services.

#### 9.11.1.2 Biliteracy Stipend

9.11.1.2.1 To be eligible for a Biliteracy Stipend, a unit member must pass an assessment of biliteracy as determined by the district.

9.11.1.2.2 Unit members who are assigned to be available to perform their written duties in **another language (e.g., Spanish or American Sign Language)** shall receive additional compensation of 2.5% to the unit member's Base Pay for all hours worked for the duration of the period of availability, as determined by the District.

9.11.1.2.3 Refusal to perform their written duties in **another language (e.g., Spanish or American Sign Language)** will result in an offer of added training. Repeated refusal to perform their written duties in **the other language (e.g., Spanish or American Sign Language)** will result in loss of the stipend for the pay period and may result in reassignment. The assignment of the unit members to be available to provide these services is under the purview of management. Neither classified nor certificated unit members may assign classified unit members to provide these services.

#### 9.11.1.3 The total of Bilingual and Biliteracy Stipends for any one-unit

member shall not exceed 5%.

#### 9.11.2 Translation/Interpretation Stipend

9.11.2.1 To be eligible for a Translation/ Interpretation Stipend, a unit member must pass a bilingual assessment and/or assessment of biliteracy as determined by the District. The District may request such a unit member to serve as a translator/ interpreter at formal meetings outside the unit member's regular duties, including but not limited to biannual parent conferences, Student Study Team (SST) meetings, Individualized Education Program (IEP) meetings, English Learner Advisory Committees (ELAC) meetings, and District English Learner Advisory Committees (DELAC) meetings. Preapproval by the unit member's supervisor is required to ear this \$15 per hour stipend.

9.11.2.2 Unit members agreeing to provide such services outside of their regular work assignment will be compensated pursuant to Article 7 (Hours) and /or Article 9 (Wages, Pay and Allowance) of the Collective Bargaining Agreement.

9.11.2.2.1 The District shall pay each eligible unit member \$15 per hour, in at least one-hour increments, in addition to their normal classified employee rate, (including overtime if applicable), during services as a translator/interpreter. Eligibility criteria are enumerated below.

9.11.2.2.1.1 All unit members are eligible to earn this \$15 per hour stipend outside their normal work shift.

9.11.2.2.1.2 All unit members eligible for the Bilingual and Biliteracy Stipends may only earn this \$15 per hour stipends outside of their normal work shift.

9.11.2.2.1.3 All unit members whose job description require bilingualism/ biliteracy (e.g., Spanish Bilingual Translator/ Interpreters, Instructional Assistants Bilingual/ Bicultural and Community Liaisons-Bilingual) may only earn this \$15 per hour stipend outside of their normal work shift.

9.11.2.2.1.4 All other unit members are eligible to earn this \$15 per hour stipend both during and outside their normal work shift.

9.11.2.3 The assignment of unit members to provide these services is under the purview of management. Neither classified nor certificated unit members may assign classified unit members to provide these services.

#### 9.12 **After School Program Assistants**, Playground Supervisors and Crossing Guards

9.12.1 Notwithstanding the provisions of Article 8.4.1, **After School Program**

**Assistants**, Playground Supervisors and Crossing Guards shall not necessarily receive the same amount of pay spread out over their work year; instead, **After School Program Assistants**, Playground Supervisors and Crossing Guards will be paid for hours worked by timecard. Permanent **After School Program Assistants**, Playground Supervisors and Crossing Guards will receive annual payouts for vacation earned in lieu of vacation time in their end- of-fiscal-year paycheck. Because **After School Program Assistants**, Playground Supervisors and Crossing Guards will receive the cash-value of their vacation time, they will not be able take any vacation time when school is in session.

## **10. Classification and Reclassification**

### 10.1 Classification

10.1.1 Every bargaining unit position shall be placed in a class.

### 10.2 New Positions or Classes of Positions

10.2.1 New classifications created, or positions added to classes that could reasonably be placed within the CSEA bargaining unit shall be subject to negotiations between the Assistant Superintendent of Human Resources, and the CESA negotiations chairperson to determine if they are to be included in the bargaining unit. If agreement cannot be reached, either party may utilize paragraph 26.3 below.

### 10.3 Disputes Concerning Inclusion of a New Position or Classification in the Unit

10.3.1 Disputed cases regarding inclusion of new positions or classifications within the bargaining unit shall be submitted to the Public Employment Relations Board (PERB) and shall not be subjected to the grievance procedures contained in this contract.

### 10.4 Reclassification:

#### 10.4.1 Definition

10.4.1.1 A reclassification is the change of an individual position from one classification to a different classification. This change is to occur when the duties and responsibilities of a position change as a result of gradual accretion of duty and responsibility by the incumbent in such a position or positions. If the change is so significant that the current job description and/or range is no longer appropriate, a reclassification of the position is in order. In terms of compensation, a reclassification may be lateral, upward, or downward.

### 10.5 Incumbent Rights

10.5.1 When an entire class of positions or a position is reclassified, the incumbents in the positions meeting the new requirements shall be entitled to serve in the new positions.

### 10.6 Unit Member Request for Reclassification

10.6.1 In order to be eligible for a reclassification study, a bargaining unit member must have completed their probationary period.

10.6.2 Any request for reclassification must be submitted by the unit member to the Human Resources Department between September 1st and October 1st for consideration during the current fiscal year. The task force shall meet, discuss and vote on each request before December 1st.

10.6.3 Approved reclassifications will become effective **as of the pay period immediately subsequent to the Board meeting which the reclassification is approved.**

10.6.4 A unit member who has had their reclassification request denied may not apply for reclassification in the subsequent academic year. A unit member whose request for reclassification is granted must wait three years to reapply.

10.6.5 As part of the reclassification process, the immediate supervisor shall provide feedback on the reclassification request form by the first workday in November.

#### 10.7 Management Initiated Reclassification

10.7.1 Management may initiate this process on a unit member's behalf

#### 10.8 Reclassification Taskforce

10.8.1 The Human Resources Department will ensure that the district representatives to the Reclassification Taskforce will have been appointed by the first workday in November. CSEA will ensure that the CSEA representatives to the Reclassification Taskforce will have been appointed by the first workday in November. The Human Resources Department will provide orientation to the Taskforce members.

10.8.1.1 The Reclassification Taskforce shall consist of six (6) voting members as follows:

10.8.1.1.1 Three CSEA representatives plus one non-voting alternate appointed by the CSEA President.

10.8.1.1.2 Three district representatives plus one non-voting alternate appointed by the Superintendent.

10.8.1.1.3 Alternates will be scheduled at the Reclassification Taskforce's discretion.

10.8.2 Taskforce members will serve a minimum of two (2) years beginning the first working day of November. Appointments will be staggered.

#### 10.8.3 Conflict of Interest

10.8.3.1 District representatives on the reclassification taskforce will recuse themselves from participation in the reclassification of their immediate subordinates.

10.8.3.2 CSEA representatives on the reclassification taskforce will recuse themselves from participation in their own classification's reclassification.

10.8.4 With guidance from the Assistant Superintendent of Human Resources the Reclassification Taskforce shall conduct reclassification reviews. The Reclassification Taskforce's review may include but is not limited to, an analysis of job descriptions, salary surveys or benchmarks, and internal and external parity.

10.8.5 Each action of the Reclassification Taskforce shall be taken only in official meetings called, scheduled and conducted with all voting members, including alternates if applicable, present

- 10.8.6 All recommendations by the taskforce must be made by a majority vote of all members of the Reclassification Taskforce. In the event that a reclassification receives a tie vote, the reclassification will be submitted to State Mediation and Conciliation Services for the mediation step, if not resolved at mediation the outcome will result in the status quo for that reclassification.
- 10.8.7 The Assistant Superintendent of Human Resources shall send written notification to the unit member and their immediate supervisor of the taskforce's recommendation by the last workday in January.
- 10.8.8 The bargaining unit member receiving a recommended reclassification shall be given a written copy of the proposed job description including revisions and salary range by the last workday in February.
- 10.8.9 The Reclassification Taskforce shall make a recommendation to the Superintendent to approve or deny each request for reclassification.
- 10.9 Appeal Process – Task Force Recommendation to Deny
  - 10.9.1 A unit member receiving a recommendation to deny their request for reclassification may file a written appeal to the Reclassification Taskforce within ten working days of receipt of the recommendation.
    - 10.9.1.1 The Reclassification Taskforce may interview the unit member and other appropriate parties in its consideration of the appeal.
    - 10.9.1.2 The Assistant Superintendent of Human Resources shall respond, in writing, to the unit member with the recommendation of the taskforce regarding the appeal. A copy shall be sent to the immediate supervisor and CSEA by the last workday in February.
    - 10.9.1.3 If, following the appeal, the Reclassification Taskforce does not recommend approval of a request for reclassification, the district shall determine whether the bargaining unit member will be considered for out of classification compensation (per Article 9.9) or revert back to or maintain their original job description
- 10.10 Appeal Process - Task Force Recommendation to Approve
  - 10.10.1 A bargaining unit member receiving a recommendation for an approved reclassification can request one meeting with the Reclassification Taskforce to review the revised job description, title, and salary range for the purpose of clarification and/or modification by the last workday in March.
    - 10.10.1.1 After the bargaining unit member's questions and/or comments are taken under consideration by the Reclassification Taskforce, the Assistant Superintendent of Human Resources shall respond, in writing, to the unit member with the recommendation of the taskforce regarding the appeal. A copy shall be sent to the immediate supervisor and CSEA within five workdays.
- 10.11 Recommendation to the Superintendent and Board of Trustees

- 10.11.1 The Assistant Superintendent of Human Resources and a CSEA representative from the Reclassification Taskforce shall present the recommendations to the Superintendent by the last workday in April.
  - 10.11.2 The Superintendent shall make their recommendation for reclassification and shall direct written notification to the unit member, immediate supervisor, Assistant Superintendent of Human Resources and CSEA by May15th.
  - 10.11.3 If the Superintendent recommends approval of a request for reclassification, Human Resources shall prepare the Board agenda item for consideration at the Board of Trustees meeting in June.
  - 10.11.4 If the Board of Trustees approves the request for reclassification, Human Resources shall ensure the processes necessary for implementation are followed.
  - 10.11.5 If the Superintendent does not recommend approval of a request for reclassification, the district shall determine whether the bargaining unit member will be considered for out of classification compensation (per Article 9.9) or revert back to their original job description.
- 10.12 Reclassification Implementation: Salary Step Advancement, Evaluations, and Employment Dates.
- 10.12.1 The salary range of the unit member in a position which is reclassified shall be placed within the existing salary schedule. See also Article9.8.2.3.
    - 10.12.1.1 When reclassified to a more highly compensated position, a permanent unit member's placement on the salary schedule will be determined, as follows:
      - 10.12.1.1.1 The unit member's base pay (i.e., the current cell placement on the salary schedule), prior to reclassification, will be multiplied by a factor of 1.05 to achieve a five percent (5%) raise. The new placement will be on the row associated with the new position and on the leftmost column which is at least as great as the product of the prior base pay and 1.05. If no cell in that row exceeds the product, the placement will be on the right most column, i.e., if a five percent (5%) increase does not exist on the row associated with the new position.
    - 10.12.1.2 When reclassified to a less highly compensated position, a permanent unit member's placement on the salary schedule will be determined, as follows:
      - 10.12.1.2.1 The new placement will be on the row associated with the new position and on the leftmost column which is at least as great as the prior base pay. If no cell in that row exceeds the prior base pay, the placement will be on the rightmost column.
    - 10.12.1.3 When reclassified to an equally compensated position, a

permanent unit member's placement on the salary schedule will be unchanged.

10.12.2 The unit member's evaluation and salary step advancement date, for purposes of step increases and longevity, shall not change. See Article 9.6 for determination of Longevity.

10.13 Reclassification Forms and Guidelines

10.13.1 The district and CSEA will meet and confer regarding updating and changing the appropriate forms and guidelines.

10.14 Grievance

10.14.1 All reclassification recommendations shall not be subject to the grievance procedure.



## 11. Holidays

11.1 All bargaining unit members shall be entitled to the following paid holidays on the dates listed, subject to board approval:

Holiday	2021-2022	2022-2023	2023-2024
<b>Independence Day</b>	July 5, 2021	July 4, 2022	July 4, 2023
<b>Labor Day</b>	September 6, 2021	September 5,2022	September 4,2023
<b>Veteran's Day</b>	November 11, 2021	November 11, 2022	November 10, 2023
<b>Thanksgiving Day &amp; Following Day</b>	November 25 & 26, 2021	November 24 & 25, 2022	November 23 & 24 2023
<b>Christmas Eve &amp; Christmas</b>	December 23 & 24 2021	December 22 & 23 2022	December 25 & 26, 2023
<b>New Year's Eve</b>	December 31, 2021	December 30, 2022	December 29, 2023
<b>New Year's Day</b>	January 1, 2022	January 2, 2023	January 1, 2024
<b>Martin Luther</b>	January 17, 2022	January 16, 2023	January 15, 2024
<b>President's Day</b>	February 21, 2022	February 13, 2023	February 19, 2024
<b>Lincoln's Birthday</b>	Subject to Board Calendar	Subject to Board Calendar	Subject to Board Calendar
<b>Memorial Day</b>	May 30, 2022	May 29, 2023	May 27, 2024
<b>Juneteenth</b>	June 20, 2022	June 19, 2023	June 19, 2024

### 11.2 Holiday Pay

11.2.1 All bargaining unit members shall be entitled to payment for authorized holidays, provided that they were in paid status during any portion of the working day immediately preceding or succeeding the holiday. Regular part-time unit members who work other than Monday through Friday schedule shall be entitled to payment for authorized holidays, provided they were in paid status on either of their regular scheduled working days immediately preceding or succeeding of the holiday and provided the holidays fall into the unit member's normal workweek. Regular bargaining unit members of the District who are not normally assigned to duty during the winter and spring recesses shall be paid for any holidays that occur during these recesses, provided that they were in paid status during any portion of the workday on their normal assignment immediately preceding or succeeding the holiday period.

11.2.2 Pay for a holiday shall be the same the unit member would have received had the day not been a holiday.

11.2.3 A unit member required to work on a holiday shall be paid compensation or given compensatory time off for such work in addition to the regular pay received for the holiday, at a rate of one and one-half (1.5) times the unit member's regular rate of pay, including any differentials because of the unit member's current assignment. Holiday work shall be compensated in cash or in compensatory time off, as determined by the District.

### 11.3 Holidays on a Saturday or Sunday.

11.3.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Except as provided in this Agreement, when a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be a holiday.

### 11.4 Exchange of Holidays by Board Action.

11.4.1 Prior to July 1 of any school year, or when jointly agreed to by the District and CSEA Board of Trustees may designate other days during such year as the holidays to which bargaining unit members are entitled in lieu of the holidays listed in §10.1; provided that any such exchange of holidays will not deprive unit members of a three-day weekend.

11.4.2 If the designation of another day as a holiday in lieu of a regular holiday should operate to deprive a unit member of a holiday that the unit member would normally be entitled to, the unit member shall be entitled to the regular holiday. If the unit member is required to work on such holiday, the unit member shall be compensated at the rate of one and one-half (1.5) times the unit member's regular rate of pay (including any differential because of the unit member's current assignment) in addition to the unit member's regular pay received for the holiday.

## **12. Leave Provisions**

### **12.1 Personal Illness and Injury Leave**

- 12.1.1 Personal illness or injury leave is the authorized absence of a unit member because of illness, injury, exposure to contagious disease, or the obtaining of medical or dental services.
- 12.1.2 Full-time unit members shall be entitled to one (1) day of leave with full pay for each month in paid status during each year for purposes of personal illness or injury. Unit members who work less than full time shall be entitled to that portion of the leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time bargaining unit member in a comparable position.
- 12.1.3 Payment for sick leave shall be at the unit member's regular rate of pay.
- 12.1.4 On July 1 of each year, each unit member's sick leave accrual shall be increased by the number of hours of fully paid sick leave which the unit member would normally earn in the ensuing fiscal year. A unit member's sick leave accrual shall be adjusted if a change of assignment alters the amount of sick leave earnable, but used leave will be deducted from final check of any unit member upon termination of employment.
- 12.1.5 If a unit member does not utilize the full amount of earned sick leave as authorized in the section on personal injury and illness leave in any school year, the amount not utilized shall be accumulated from year to year, without limit.
- 12.1.6 Sick leave may be taken at any time provided that a new member with probationary status only may use a maximum of nine (9) days of paid sick leave during the unit member's initial probationary period. The minimum amount of sick leave which may be taken shall be thirty (30) minutes.
- 12.1.7 In order to receive compensation while absent on sick leave, a unit member must notify the unit member's supervisor of the unit member's absence at least one hour prior to the beginning of the work shift on the first day absent, unless conditions make notification impossible. The burden of proof of impossible conditions shall be on the unit member.
- 12.1.8 At least one day prior to the unit member's expected return to work, the unit member shall notify the unit member's supervisor in order that any substitute unit member may be terminated. If the unit member fails to notify the unit member's supervisor and both the unit member and the substitute report, the substitute shall be entitled to the assignment and the unit member shall not receive pay for that day. To access the leaves enumerated in this article, e.g., sick leave, personal necessity leave, extended sick leave, the unit member must report the absence the manner prescribed by the district, e.g., the Frontline Online Absence Management system, unless conditions make notifications in that

manner impossible. The burden of proof of impossible conditions shall be on the unit member.

12.1.9 After five (5) consecutive days' absence or frequent reoccurrence of the same illness, District management may require a unit member to present a medical care practitioner's certificate verifying the personal illness or injury and/ or a medical authorization to return to work. The District may require the unit member to be examined by a District-appointed physician at District expense.

12.1.10 Each unit member shall be notified of accumulated personal illness and injury leave no later than November 15 of each year.

## 12.2 Personal Necessity Leave

12.2.1 A unit member serving in a status which entitles the unit member to personal illness or injury leave under the provisions of this Agreement shall be entitled to use up to a maximum of seven (7) days of the unit member's accumulated sick leave each year for personal necessity leave.

12.2.2 Personal necessity leave shall be limited to circumstances that are serious in nature and that the unit member cannot reasonably be expected to disregard, and that necessitate immediate attention, or that cannot be taken care of after work hours or on weekends. It shall include but not be limited to the following:

12.2.2.1 Illness of a member of the unit member's immediate family.

12.2.2.2 Death of a member of the immediate family. Personal necessity leave taken for this purpose shall be in addition to any bereavement leave allowable.

12.2.2.3 Death of a close personal friend or a member of the unit member's family not defined as an "immediate member of the family."

12.2.2.4 An accident involving the unit member's property or the person or property of any member of the unit member's immediate family.

12.2.2.5 When resulting from an appearance in any court or before an administrative tribunal as a litigant, party or witness.

12.2.2.6 Personal business that cannot reasonably be expected to be conducted outside of regular working hours.

12.2.2.7 Other reasons as approved by the Superintendent or designee (limited to two (2) days).

12.2.2.8 Emergency and/or reasons of compelling personal importance.

12.2.2.9 Advance permission for absence under the provisions of this section shall be obtained by the unit member from the unit member's immediate supervisor except in cases where such absence is caused by the illness or death of a member of the unit member's immediate family or because of accident involving the unit member's person or property, or the person or property of a member of the unit member's immediate family, or where there is an emergency situation where obtaining such permission is not feasible.

### 12.3 Personal Absence Leave

12.3.1 Unit members entitled to sick leave may use up to four (4) days per year of their own sick leave for personal use for which no reason must be given. Personal Absence Leave shall not accumulate from year-to-year nor shall it be used for work stoppage, other concerted activities or gainful employment outside of the District

12.3.2 The Particular date(s) on which Personal Absence Leave may be taken is subject to approval by the unit member's immediate management supervisor. Union members shall make every reasonable effort to provide a minimum of three (3) working days advance notice

12.3.3 Personal Absences Leave may be used in full-hour increments.

### 12.4 Extended Sick Leave---100 Days of Half-Pay (EC45196)

12.4.1 On July 1 of each fiscal year, permanent unit members shall be credited with one-hundred (100) workdays of paid sick leave. Each year, the unit member will receive a new grant of one hundred (100) workdays. This leave does not accumulate.

12.4.2 Such days of paid sick leave, beyond the regular accumulated sick leave, shall be compensated at not more than fifty percent (50%) of the unit member's regular daily salary, exclusive of differential for late shifts.

12.4.3 Entitlement of Other Sick Leave: Upon exhaustion of all accumulated paid sick leave an employee who continues to be sick shall be entitled to the balance of a maximum of one hundred (100) days of sick leave per fiscal year at fifty percent (50%) of their salary. The one hundred (100) days are tracked consecutively with paid sick leave. The parties believe that consecutive tracking is a greater benefit for bargaining unit members than the current case law attempts to clarify. These days of additional sick leave are not accumulative from year to year. The sick leave is exclusive and cannot be used in conjunction with any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. If qualified, the employee may apply for the catastrophic

donation program explained in Section 11.16.

- 12.4.4 These one-hundred (100) workdays are exclusive of any other paid eaves, such as vacation, holidays, and compensatory time off.
- 12.4.5 The employee shall be required to present written verifications of illness in a manner directed by the District for paid sick leave utilized by the employee. Failure to provide such written verification when required will result in refusal on the part of the District to pay the employee for illness leave taken under this Section.
- 12.4.6 Once a unit member on extended sick leave is medically able to return to work, the unit member shall be returned to a position in the same classification to that held at the time the leave commenced. Every effort shall be made to return the unit member to the same position (EC45195).
- 12.4.7 If a permanent unit member is medically unable to return to work and all leaves are exhausted, the unit member will be put on the thirty-nine- (39-) month reemployment list.
- 12.4.8 At any time, during the prescribed thirty-nine (39) months, the unit member is able to assume the duties of the unit member's position, the unit member shall be reemployed in the first vacancy in the classification of the unit member's previous assignment. The unit member's reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Section 45298 in which case the employee shall be ranked according to the unit member's seniority. Upon resumption of duties, the break in service will be disregarded and the unit member shall be fully restored as a permanent employee.
- 12.4.9 The unit member on leave for pregnancy disability shall be entitled to return on a date determined by the District to a position in the same classification to that held at the time the leave commenced.
- 12.4.10 Permanent unit members shall be credited with one hundred (100) working days of paid sick leave, in addition to days to which the unit member is entitled as regular accumulated sick leave, on July 1 of each fiscal year.
- 12.4.11 Such days of paid sick leave, in addition to the regular accumulated sick leave, shall be compensated at not more than fifty percent (50%) of the unit member's regular daily salary, exclusive of differential for late shifts. Such extended sick leave shall commence upon exhaustion of all other

available paid leave exclusive of vacation leave. The unit member may be required to present written verifications of illness in a manner directed by the District for paid sick leave utilized by the unit member. Failure to provide such written verification when required may result in refusal on the part of the District to pay the unit member for illness leave taken under this Section.

## 12.5 Parental Bonding Leave (EC45196.1)

12.5.1 Unit members are entitled to Parental Bonding Leave (commonly called “baby bonding”) for the birth of the employee’s child or placement of a child with the employee for adoption or foster care, for up to 12 workweeks, if the following criteria are met:

12.5.1.1 The unit member has been employed by the District— and actually worked, merely being in paid status is insufficient— in any represented or unrepresented capacity for at least a total of 12 months (which do not have to have been consecutive) prior to commencing the Parental Bonding Leave.

12.5.1.2 The unit member has not already exhausted the 12 workweeks of leave guaranteed under the California Family Rights Act (CFRA).

12.5.2 Parental Bonding Leave must be completed within one year of the birth, adoption, or foster care placement of the child.

12.5.3 For an eligible non-birthing bargaining unit member, the 12-workweek Parental Bonding Leave shall commence on the first day of such leave.

12.5.4 For an eligible birthing bargaining unit member, the 12-workweek Parental Bonding Leave shall commence on the first day of such leave but, in no case, prior to the conclusion of Pregnancy Disability Leave.

12.5.5 The 12-workweek Parental Bonding Leave shall run concurrently with the unit member’s current and accumulated paid sick leave (whether the unit member birthed or not).

12.5.5.1 If a unit member exhausts all current and accumulated sick leave prior to the expiration of the 12-workweek Parental Bonding Leave, and continues to be absent from duty on account of Parental Bonding Leave, the unit member shall receive half-pay for the rest of the 12-workweek period.

12.5.6 The 12-workweek Parental Bonding Leave shall run concurrently with other applicable paid leaves (e.g., regular sick leave) and unpaid leaves (e.g., CFRA).

12.5.7 If two-unit members are eligible for Parental Bonding Leave to bond with the same child, each will be eligible for up to 12 workweeks of Parental Bonding Leave, i.e., the 12 workweeks need not be shared by co-parenting unit members.

12.5.8 The District shall be provided with at least twenty (20) calendar days prior notice of intent to take or return from Parental Bonding Leave, or as soon as practical.

12.5.9 A unit member shall not be provided more than one 12-workweek period of Parental Bonding Leave per Leave for Pregnancy Disability or adoption, maternity, paternity, or foster care leave in a 12-month period. However, if a school year terminates before the 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent school year.

12.5.10 The 12-workweek Parental Bonding Leave must be taken in blocks of at least a two-week duration, except on two occasions.

12.5.11 Use of the 12-workweek Parental Bonding Leave does not count against the 100-workday half-pay leave available for a classified employee's own illness.

## 12.6 Unpaid Leaves for Family-Related Issues

12.6.1 The District agrees to comply with the applicable provisions of: the Pregnancy Disability Leave Act (PDLA) (Government Code Section 12945 & Education Code 44965); the Family and Medical Leave Act (FMLA) (Government Code Section 12945.2 & 29 U.S.C. §2601, et seq.); and the California Family Rights Act (CFRA) (Government Code Section 12945.2).

12.6.2 Although these leaves are unpaid, the District shall continue to make its standard contribution toward health insurance coverage and, in most cases, the unit member who takes these leaves has the right to reinstatement upon return.

12.6.3 As per EC 45192(e), periods of leaves of absence, paid or unpaid, shall not be considered a break in service.

### 12.6.4 Pregnancy Disability Leave Act (PDLA)

12.6.4.1 Unit members are entitled to a maximum of 4 months of unpaid PDLA whenever the unit member becomes disabled by pregnancy, childbirth, or related medical conditions. Each unit member is eligible at the time of hire.

12.6.4.2 This leave runs concurrently with other applicable paid leaves (e.g., 100-workday half-pay leave available for a classified employee's own illness) and unpaid leaves (e.g., FMLA).

### 12.6.5 Family and Medical Leave Act (FMLA)

12.6.5.1 Eligible unit members may take up to 12-work



weeks of FMLA leave during a 12- month period.

12.6.5.2 This leave may be taken for any of the following reasons: disabilities due to pregnancy or childbirth; care of the employee's newborn child and consequent child-bonding; adoption or foster care of a child and consequent child-bonding; care of a spouse, child, or parent who has a serious health condition, including disabilities due to pregnancy or childbirth; or employee's own serious health condition.

12.6.5.3 To qualify for unpaid FMLA leave the unit member must be employed by the District for 12 months and have actually worked at least 1,250 hours during the previous 12 months—merely being in paid status is insufficient.

12.6.5.4 This leave runs concurrently with other applicable paid leaves (e.g., 100-workday half-pay leave available for a classified employee's own illness) and unpaid leaves (e.g., CFRA leaves unrelated to pregnancy).

12.6.5.5 FMLA-based child-bonding may only be taken over one continuous period.

#### 12.6.6 California Family Rights Act (CFRA)

12.6.6.1 Unpaid CFRA leave is permitted for the same eligibility and reasons as under the FMLA, except for the following circumstances: an employee's own serious health condition does not include the employee's disability leave on account of pregnancy or related medical conditions.

12.6.6.2 This leave runs concurrently with other applicable paid leaves (e.g., the 12-week half-pay leave available to employees for parental bonding) and unpaid leaves (e.g., FMLA leaves unrelated to pregnancy).

12.6.6.3 CFRA-based child-bonding must be taken in blocks of at least a two- week duration, except on two occasions.

## 12.7 Industrial Accident Leave (EC45192)

12.7.1 Unit members will be entitled to industrial accident leave according to Education Code §45192 for personal injury, which has qualified for workers' compensation insurance.

12.7.2 The benefits in this paragraph are in addition to sick leave benefits. Accordingly, the employer shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as the result of an accident or illness, which qualifies as an industrial accident or illness, until the unit member has exhausted all industrial accident or illness leave.

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

## 12.8 Bereavement Leave (EC45194)

12.8.1 A unit member shall be entitled to a maximum of five (5) days of leave of absence without loss of salary for the death of any member of the unit member's immediate family.

12.8.2 The term "immediate family" is defined as: spouse; parent; parent-in-law; child; sibling; grandparent; grandchild; step parent; step child; foster parent; foster child; those in guardianship relationships; partners; and spouse or partner of the aforementioned, as applicable; or any individual living in the immediate household of the employee.

## 12.9 Jury Duty and Witness Leave (EC44036 & EC44037)

12.9.1 Leaves of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in State or Federal Court. Leave shall be granted for the period of the jury service. The unit member shall receive full pay while on leave provided that the jury service fee is assigned to the District. Request for jury service leave should be made by presenting the official court summons to jury service to the unit member's immediate supervisor who shall forward a copy to the Assistant Superintendent, Administrative Services.

12.9.2 Leave of absence to serve as a witness in a court case shall be granted a unit member when the unit member has been served a subpoena to appear as a witness in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The unit member shall receive full pay during the leave period, provided that any witness fee is assigned to and the subpoena or court certification is filed with the District. Requests for leave of absence to serve as a witness should be made by presenting the official court summons to the unit member's immediate supervisor who shall forward a copy to the Assistant Superintendent, Human Resources.

12.9.3 The jury service fee and witness fee referred to in §11.6.1 and 11.6.2

above do not include reimbursement for transportation expenses.

12.9.4 A unit member who has received leave of absence under this section shall make the unit member available for work on regularly scheduled working days when the unit member's presence is not required in court.

12.9.5 Any unit member whose regular assigned shift commences at 3:00 p.m. or later, and who is required to serve four (4) hours or more that day on jury duty, shall be relieved from work with pay for an equivalent amount of time, provided that the unit member reimburses the District for any jury or witness fee received.

#### 12.10 Absence for Examination

12.10.1 Every unit member shall be permitted to be absent from the unit member's duties during working hours in order to take any District promotional examination without deduction of pay or other penalty, provided that the unit member gives two (2) days' notice to the unit member's immediate supervisor.

#### 12.11 Military Leave

12.11.1 Military leave of absence shall be granted and compensated in accordance with the law.

#### 12.12 Leave of absence without pay (EC45190 & EC45198)

12.12.1 Leave of absence without pay may be granted to a regular unit member upon the written request of the unit member and the approval of the District, subject to the following restrictions.

12.12.1.1 Leave of absence without pay may be granted for any period.

12.12.1.2 The granting of a leave of absence without pay gives to the unit member the right to return to the unit member's position at the expiration of the unit member's leave of absence, provided that the unit member is physically and legally capable of performing the duties. The position may be filled only for the duration of the leave, and the unit member so assigned must be reassigned or laid off upon completion of the leave.

12.12.2 The District may, for good cause, cancel any leave of absence by giving the absent unit member due notification. The unit member may appeal the cancellation to the Board of Trustees, which shall investigate and hear the appeal. The appeal by the unit member shall stay the cancellation directive until action by the Board of Trustees, which shall be final and binding.

12.12.3 A unit member may make a written request to the District to return to work prior to the expiration date of the leave. The District may approve or reject the request.

12.12.4 Failure to report for duty within five (5) working days after a leave has been canceled or expires shall be considered abandonment of the

position, and the unit member may be terminated by the District. The termination may be appealed in the same manner as any other dismissal for cause. This provision is not applicable to military leave.

12.12.5 Any leave of absence granted under this provision shall not be deemed a break in service for any purposes, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall the unit member earn vacation pay, sick leave, seniority, holiday pay, or any other benefits provided under this Agreement.

#### 12.13 Leave to Serve in an Exempt or Short-term Position

12.13.1 Any permanent unit member who accepts an assignment within the District to an exempt or short-term position shall, during such assignment, be considered for status purposes as service in the unit member's regular position, and such assignment shall not be considered separation from service.

12.13.2 The unit member may, with the approval of the District, voluntarily return to the unit member's position or a position in the class of the unit member's permanent status prior to the completion of service in an exempt or short-term position. Failure to complete the assignment in an exempt or short-term position, unless approved as specified herein, shall constitute abandonment of position and be considered grounds for disciplinary action by the District.

#### 12.14 Leave of Absence for Retraining and Study

12.14.1 A paid or unpaid leave of absence for retraining and/ or study may be requested by any member of the bargaining unit.

12.14.2 Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for one (1) continuous year period provided that the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for subsequent leave of absence for retraining and/or study.

12.14.3 Study leave cannot be granted to an individual who has not served At least three (3) consecutive years preceding the granting of the leave.

12.14.4 Retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.

12.14.5 No more than one (1) study leave shall be granted in each three (3) year period. No more than one (1) retraining leave of absence shall be granted in each three (3) year period.

12.14.6 The District may prescribe standards of service which shall entitle a unit member to the leave of absence.

#### 12.15 Quarantine Leave (EC45199)

12.15.1 A unit member shall be granted leave of absence without loss of pay or accumulated sick leave for absence due to being quarantined as a result of the unit member's contact with persons having a contagious disease while performing the unit member's duties.

## 12.16 Other Leaves

12.16.1 At the CSEA Chapter #311 President's request, the District shall grant a reasonable amount of release time for negotiations and the processing of grievances. (See also Article 3.1.7) CSEA shall be entitled to paid release time for no more than three (3) delegates for not more than five days each per year to attend the annual CSEA Conference, pursuant to CSEA State Association Policy.

## 12.17 Catastrophic Illness Leave Donation Program

12.17.1 Purpose: The purpose of this program is to allow unit members to donate their accrued, unused sick leave to catastrophically ill or injured fellow unit members who are about to completely exhaust their paid leaves. The program is voluntary.

12.17.1.1 A catastrophically ill unit member suffers from a non- industrial, life- threatening, catastrophic illness or injury and is incapacitated from the performance of duty as a unit member of the District.

12.17.1.2 Contributions: On a case-by-case basis any unit member may donate up to five (5) days' worth of accumulated sick leave to another unit member who has suffered a long-term catastrophic illness or injury and is about to exhaust the unit member's accumulated sick leave.

12.17.1.2.1 The donating unit member must, after the donation, retain a minimum of one year's worth of accrued, unused sick leave from prior accumulations (i.e., twelve days for twelve- month unit members, eleven days for eleven- month unit members, ten days for ten-month unit members, and nine days for nine-month unit members).

12.17.1.2.2 The donating unit member shall execute and file with the Human Resources Department form authorizing and assigning the donated leave hours to the unit member receiving donation.

12.17.1.3 Eligibility: Unit members shall be eligible to request the donation of other unit members' sick time subject to the following conditions and limitations:

12.17.1.3.1 A catastrophically ill unit member who is defined as one who currently employed and is expected to continue to be incapacitated for an extended period of time.

12.17.1.3.2 The unit member has nearly exhausted all of the unit member's available paid leaves, including regular and extended sick leave and vacation.

#### 12.17.1.4 Administration

- 12.17.1.4.1 Applications for catastrophic leave shall be submitted on a District form, and shall be assessed within five (5) workdays by the Catastrophic Leave Committee (Assistant Superintendent, Human Resources and designee and Chapter #311 Chapter President and designee). After review of the unit member's medical verification of continuing incapacitation, the Association shall circulate a request for sick leave donations to be submitted to the payroll office.
  - 12.17.1.4.2 Donated sick leave shall be converted for utilization on an hour for hour basis.
  - 12.17.1.4.3 Any hours used by a unit member under this program shall be paid at the same base rate the unit member would have received had the unit member worked that day, and shall be coordinated with any paid leave which may remain available to the unit member receiving the donation.
  - 12.17.1.4.4 The unit member receiving the donation continues to accrue leave and vacation credits pursuant to this Article while remaining in paid status.
  - 12.17.1.4.5 Donations of sick leave shall be used in the order received, and donations not used prior to the unit member's return to service or separation from employment shall be returned to the donor.
  - 12.17.1.4.6 The unit member receiving the donation shall be solely responsible for any taxes on the hours received. Such taxes shall be withheld at the normal rate for the unit member. In the event the State or Federal government's rule that a tax liability is due other than is taxed, the unit member shall be solely liable therefore.
- 12.17.1.5 General: Nothing in the above provisions should be read to prohibit a second round of leave solicitation for any eligible unit member as may be determined by the Catastrophic Leave Committee.

### **13. Transfers**

- 13.1 Transfers of bargaining unit members may be initiated by the District or requested by the unit member at any time.
- 13.2 All unit vacancies will be posted by the District not less than five (5) working days in each bargaining unit work location prior to being permanently filled. Any qualified unit member may apply for transfer to that position by filling a written notice with the Personal Services Department.
  - 13.2.1 For purposes of this section, a vacancy is any unit position which is new or which remains unfilled after any transfers and/or reassignments.
  - 13.2.2 When a new position is created or an existing position becomes vacant, the District will give first consideration to those bargaining unit members who have filed a transfer request prior to the posting of the new or vacant position. Consideration will be given to all applications which meet the established qualifications for the vacancy and which are properly submitted, taking into account such factors as seniority with the District, previous training and experience. Approval of requests shall remain discretionary with the District and the District reserves the right to fill positions by a method other than transfer.
  - 13.2.3 A unit member on leave who has requested notification of a specific job vacancy and has provided a self-addressed, stamped envelope to the Human Resources Department will be mailed a notice of such vacancy.
- 13.3 A unit member who wishes to be transferred to another school or department shall file a written notice with the Human Resources Department.
- 13.4 The Human Resources Department shall retain any unit member's request for transfer for one calendar year.
- 13.5 A unit member may be transferred at the unit member's request or for the good of the service from one position to another in the same class at the discretion of the department head(s) involved, provided that such action shall not be taken for punitive or prefer preferential reasons, and that's mutually agreed otherwise.
- 13.6 A permanent or probationary unit member may be transferred to a position in a related class on the same salary range at the discretion of the department head(s) involved.
- 13.7 Transfers shall not change the unit member's salary rate, anniversary date or accumulated benefits. However, if the unit member is transferred to another class, the unit member's seniority in that class shall begin on the date of the transfer.
- 13.8 Reasons for any transfer which is not voluntary shall be discussed with the unit member by the unit member's supervisor and the Assistant Superintendent Administrative Services, at least five (5) working days prior to the effective date

of the transfer.

- 13.9 The District may give alternative work when a vacancy is available to her unit member who has become medically unable to satisfactorily perform the unit member's regular job class duties. The transfer may be constituted only by mutual agreement of the unit member in the District.



## 14. Evaluations

14.1 All bargaining unit members shall be evaluated by their immediate supervisors in accordance with the following schedule:

14.1.1 Probationary bargaining unit members—at the end of the second (2<sup>nd</sup>) and fifth (5<sup>th</sup>) months. For purposes of this Agreement, a probationary unit member is defined as a bargaining unit member who has completed less than six (6) months or 130 workdays of employment.

The probationary period for new and promoted unit members shall be six (5) working months or one-hundred-thirty (130) workdays whichever is longer and shall exclude summer break for school-year unit members.

14.1.2 Permanent bargaining unit members—once each year one (1) month prior to the anniversary date for purposes of salary step advancement and every two (2) years thereafter. For purposes of this Agreement, a permanent union member is defined as a bargaining unit member who has successfully completed the longer of six (6) months or one-hundred-thirty (130) workdays of probationary employment.

14.1.3 Whenever practicable, each immediate supervisor under whom the unit member served for sixty (60) working days or more during any rating period shall provide a performance evaluation, even though the unit member may have left the supervisor's control. In addition, the unit member's current supervisor shall provide a performance evaluation.

14.1.4 Performance evaluation reports shall be made in writing and shall be prepared by the unit member's immediate supervisor, if possible. The evaluation report shall be reviewed by the next higher supervisor. The department head/principal shall review and sign all performance evaluations of unit members under the supervisor's control.

14.1.5 The immediate supervisor shall present the performance evaluation to the unit member and shall discuss it with the unit member. The supervisor will make recommendations for performance improvement, if needed. The unit member shall have the right to rebut, in writing, any evaluation and such rebuttal shall be placed with the evaluation. The evaluation report shall be signed by the unit member to indicate receipt, and the unit member shall be given a signed copy. When the unit member is no longer supervised by the person preparing the evaluation, it may be delivered by school mail. If requested by unit member, said supervisor shall meet and discuss the evaluation with the bargaining unit member.

14.1.6 A signed copy of the performance evaluation report shall be filed with the Assistant Superintendent Human Resources.

14.1.7 Special performance evaluations maybe made at any time at the

discretion of the unit member's supervisor with the approval of the unit member's department head. Procedures in making special evaluations shall be the same as for regular performance of evaluations.

14.2 If a unit member does not believe that the above procedure, as provided in this Article, was followed in the unit member's evaluation, then the unit member shall, within fifteen (15) days of the unit member's receipt of the evaluation, request a conference with the unit member's department head/principal to discuss the procedural problem. The decision of the department head/principal shall be final.

#### 14.3 Personnel Files

14.3.1 Personnel files for all unit members shall be maintained in the Human Resources Department and shall be kept in confidence. Unit member's evaluations shall be kept in the official personnel file.

14.3.2 Upon request a unit member may inspect the unit member's personal file during non-duty time.

14.3.3 Materials of a derogatory nature shall not be placed in the unit member's personal file unless and until then be unit member has been given notice and an opportunity to review such a material and attach the unit member's comments.

14.3.4 A unit member's inspection of derogatory materials people placed in the personnel file shall take place during normal business hours. The unit member shall acknowledge that such a material has been read and by signing the unit member's name and dating the copy to be filed, such signature signifying only that the material has been read and not necessarily indicating agreement.

14.3.5 Upon written request, a unit member may receive copies of materials in the unit member's personnel file. The unit member shall pay the cost of reproduction of such materials.

14.3.6 No grievance shall challenge the content, substance, standards or criteria of the evaluation and review. Any grievance regarding evaluation shall be limited to a claim that the foregoing procedures have been violated.

## 15. Health and Welfare Benefits

- 15.1 The District offers the following medical benefits for full-time unit members. Information on medical plans can be found in Appendix D. **Full-time unit members are defined as thirty- (30-) hour-a-week unit members.**
- 15.2 **For full-time unit members, the District will contribute a maximum of \$5,750 (Single), \$8,150 (Two-Party) and \$12,500 (Family) toward the purchase of these health plans.**
- 15.3 Bargaining unit members who work less than thirty (30) hours per week or not eligible for health and welfare benefits.
- 15.4 Bargaining unit members who work ten (10) and eleven (11) months shall be entitled to health and welfare coverage during the summer months if they were in paid status at the end of the regular school year for the pay period ending June 30.
- 15.5 Nothing contained in this Article shall cost to reduce the percentage of benefits under this Article as it may relate to a full-time bargaining unit member for those unit members who were employed as of July 15, 1977.
- 15.6 Each unit member who is eligible for benefits shall select the unit member's medical benefit program upon initial employment. Any requested change in program must be submitted in writing to the District prior to the annual open enrollment deadline in August, and such change will take effect on the following October 1.
- 15.7 Any unit member, upon CalPERS retirement, shall be entitled to participate in any District health and welfare benefit program, subject to payment of all premiums by the retired unit member at rates established by the District for retirees.

## **16. Safety and Training**

- 16.1 The District will provide a safe working environment for members of the bargaining unit.
- 16.2 Unit member(s) shall notify the unit member's immediate supervisor in the most expedient manner possible concerning and unsafe or hazardous condition in the District directly affecting the unit member's safety. If the initial notification was given verbally, the unit member shall follow up in writing within 24 hours. The written form shall be delivered to the unit member's immediate supervisor and a copy forwarded to the Safety Committee.
- 16.3 The District shall assume the responsibility to investigate any condition which is reported by a unit member to be unsafe or hazardous, and shall take necessary steps to have such verified conditions remedied, within the scope of its work power and financial resources.
- 16.4 In the event the situation is not remedied to the satisfaction of the complainant within fifteen (15) days of submission of the written complaint, the matter may be appealed in writing to the Superintendent.
- 16.5 In the event the situation is not remedied to the satisfaction of the complainant within 15 days of appeal to the Superintendent, the matter may be appealed in writing to the Board of the Trustees.
- 16.6 The District safety committee shall include two (2) representatives from each of the following—the classified unit, the certificated unit, and administrators. The representatives from the classified unit shall be appointed by the CSEA President or their designee. The committee shall meet during normal business hours, as needed.
- 16.7 Upon initial employment, promotion, or transfer, unit members shall receive an orientation to their new position. The orientation shall include familiarization with duties, tools, equipment, software, and supervisor expectations regarding standards of performance for the new position.
- 16.8 Unit members shall receive training if they are required to use a new tool, device, and/or procedure such as electronic devices, software, mechanical apparatus, and assistive technology).
- 16.9 GUSD shall educate unit members on mandated topics, such as those listed below. Unit members will participate in the trainings, in person and/or online, as available.
  - 16.9.1 Sexual Harassment Prevention Training 1-Hour Non-Supervisory Personnel SB 1343
  - 16.9.2 Healthy Schools Act Basic Pest Management in the School and Child Care Settings
  - 16.9.3 Mandated Child Abuse Reporting for Educators
  - 16.9.4 Bloodborne pathogens
  - 16.9.5 Locally Approved Behavior Management Certification (e.g., such as Crisis Prevention Institute-CPI).
    - 16.9.5.1 All Instructional Assistants assigned to implement behavior management techniques according to the locally approved behavior management certification system (such as CPI) shall

be trained in positive behavior support, de-escalation strategies, and crisis prevention intervention.

16.10 It is understood that training may go beyond regularly scheduled work hours. Unit members will be paid for any additional time beyond regularly scheduled work hours. All reasonable attempts will be made to offer the training within the regular workday to minimize adverse impact on students and ensure continuity in staffing. A 14- calendar day notice shall be provided to unit members of pre-scheduled training dates if such training is outside of the normal workday. A 24-hour notice shall be provided to unit members if such training is during the normal workday.

## 17. Grievances

### 17.1 Definitions

- 17.1.1 A grievance is a formal written allegation by a unit member and/or the Association that the unit member(s) has/have been personally and adversely affected by a violation of the specific provisions of this Agreement by the District. Actions to challenge or change the policies of the District as set forth in rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees or by the administrative regulations and procedures of the School District are not within the scope of this procedure.
- 17.1.2 A “day” is a day in which the central administration office at the District is open for business.
- 17.1.3 The “immediate supervisor” is the lowest level staff person having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.
- 17.1.4 The “appropriate administrator” is the designated management unit member of the District who has jurisdiction over the area where the grievance originated.

### 17.2 Procedures

- 17.2.1 Failure by the grievant or a grievant’s representative to comply with the time limits, to attend scheduled meetings to discuss or hear of the grievance, or to provide requested information at the grievant’s disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance by the grievant.
- 17.2.2 If requested by the District or CSEA, the grievant must be present at each step of the grievance procedure.
- 17.2.3 The Assistant Superintendent, Human Resources, shall monitor the processing of grievances. A grievance shall be completely filled out submitted on the appropriate form provided by the District.
- 17.2.4 The grievance form shall be mutually agreed-upon by the District and CSEA.
- 17.2.5 A grievant’s failure at any step of this procedure to appeal a grievance to the next level within the specified time limit shall be deemed as a termination of the grievance.
- 17.2.6 CSEA's and grievant’s sole right to paid release time under the grievance procedure shall be subject to the following:

- 17.2.6.1 CSEA shall, by no later than sixty (60) days following the election of Chapter Officers, submit a list of job stewards and alternates to the District for the purpose of §16.2.6.2 below, to assist unit members upon their request in their respective classifications with grievances in accordance with the subparagraph.
- 17.2.6.2 The alternate job representative(s) shall serve when the designated job representative(s) is (are) unavailable.
- 17.2.6.3 The number of job stewards or alternates, as listed in §16.2.6.1 above, in attendance at grievance conferences and hearings shall be limited to one (1) plus a representative from CSEA staff.
- 17.2.6.4 One working day prior to release from duties for a grievance processing, the designated representative or alternate shall inform, the immediate supervisor in order that an adequate substitute may be obtained, if such is necessary.
- 17.2.6.5 Such time off shall be limited solely to representing a grievant in a conference with management starting at Level I, or an observer at the informal level, and, in no event, shall this paid release time be used for such matters as gathering information, interviewing witnesses, or preparing a presentation.
- 17.2.6.6 A grievant may at any time present grievances to the District and have such grievances adjusted without the intervention of CSEA, provided that the District shall not agree to a final resolution of the grievance until CSEA has received a copy of the grievance and the final proposed resolution and has been given an opportunity to file a response.
- 17.2.7 The grievant may at any time present grievances to the District and have such grievances adjusted without the intervention of CSEA, provided that the District shall not agree to a final resolution of the grievance and tell CSEA has received a copy of the grievance and the final proposed resolution and has been given an opportunity to file a response.
- 17.2.8 All materials concerning a unit member's grievance shall be kept in the file separate from the unit member's personnel file. The grievance file shall be available for inspection only by the respective grievant, the CSEA representative only with prior written consent of the grievant, and only the Superintendent and those management or supervisory or confidential unit members directly involved in the grievance or the processing thereof. Nothing, however, herein shall be constructed to restrict the availability of these files in connection with legal proceedings.

### 17.3 Informal Level.

- 17.3.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor within fifteen (15) days of the alleged violation or when the unit member should have known of the alleged violation.

### 17.4 Formal Level

- 17.4.1 Level I: Within ten (10) working days after the informal level, the grievant or the job representative must present such grievance in writing on the appropriate District form to the appropriate administrator. Any grievance not filed within this ten (10) day period is automatically waved.

This statement shall be on the appropriate grievance form: A clear, concise statement of the grievance, citation of the specific article and section of the Agreement that is alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought, and signed by the grievant.

The appropriate administrator shall communicate a decision to the unit member in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits either party may request a conference with the other party. At least one (1) working days' notice shall be given to all parties concerned when it is the intention of the grievant to be accompanied by a job representative. The notice shall designate who such person shall be. Such notice may be waived by express advance mutual agreement in writing.

- 17.4.2 Level II: In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate District form to the Superintendent or designee within ten (10) working days. The Superintendent's designee may not be the same person who first heard the grievance.

This statement shall include a copy of the original grievance, the decision is rendered, and a clear, concise statement of the reasons for the appeal, and signed by the grievant.

The Superintendent shall communicate a decision in writing within ten (10) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits. If the Superintendent does not respond within the time limits, the grievant it may appeal to the next level.

Following the Level II decision of the Superintendent or designee, the District and CSEA may, upon mutual agreement, request assistance from



State Mediation and Conciliation Services in an effort to resolve the grievance prior to Level III.

17.4.3 Level III--- Arbitration: If the grievant is not satisfied with the decision that Level II, the grievant with their concurrence of CSEA may, within ten (10) days of the Superintendent's decision, submit the matter to arbitration. In such event CSEA shall so notify the Superintendent within said ten-day period.

17.4.3.1 The arbitration proceeding shall be conducted by an arbitrator to be selected by CSEA and the District within ten (10) days after said notice is received by the Superintendent. If the two parties fail to reach agreement on an arbitrator within said ten-day period, the California State Conciliation Service will be requested to submit a list of seven (7) names. Each party will alternately strike from the list until one name remains. The order of striking will be determined by a lot.

17.4.3.2 The arbitrator shall hold a hearing at the earliest possible time. Five (5) days' notice will be given to all parties of the time and place of the hearing. The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of this Agreement. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. Witnesses will be assured that their testimony will be kept confidential.

17.4.3.3 As soon as possible after conclusion of the hearing, the arbitrator shall render an advisory decision in writing to the parties. The arbitrator shall be empowered to include in any award reimbursement for financial loss of wages and/or fringe benefits and/or non-financial remedies as judged to be proper.

17.4.3.4 The fees and expenses of the arbitrator shall be shared equally by the District and CSEA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of the witnesses called by the other. If any party request a transcript of the proceedings that party shall bear the full cost for that transcript. If the parties mutually request to receive transcripts, the total cost of the transcripts shall be divided equally between the District and CSEA. If any arbitration hearing shall be scheduled during the workday, any unit member required by either party or the arbitrator to participate as a witness or grievant in such hearing shall be released from regular duties without loss of pay.

## **18. Disciplinary Action and Appeal**

### **18.1 Dismissal/Suspension/Disciplinary Action**

18.1.1 Termination of Probationary Employment: At any time prior to the expiration of the probationary period, the Superintendent or designee may, at managerial discretion, dismiss a probationary classified unit member from District employment. A probationary unit member shall not be entitled to a hearing.

18.2 Progressive Discipline Procedures: At the discretion of the District, except in those situations where immediate discipline is justified under provision of this Agreement, a permanent unit member whose work or conduct is such character as to incur discipline, the following steps will be followed:

18.2.1 Verbal warning

18.2.2 Written reprimand notice of unsatisfactory service, placed in the unit member's personnel file with a statement that next violation may result in suspension, demotion or dismissal

18.2.3 Suspension without pay or demotion

18.2.4 Dismissal

18.3 Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Unit members

18.3.1 Permanent classified unit member shall be subject to personal action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

18.3.2 Causes: In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes a cause for personal action against a permanent classified unit member:

- a) Falsifying any information supply to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- b) Incompetency.
- c) Inefficiency.
- d) Neglect of duty.
- e) Insubordination.
- f) Dishonesty.
- g) Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause a detrimental effect upon the unit

member or upon unit members associated with unit member.

- h) Possessing or being under the influence of a controlled substance at work or away from work or furnishing a controlled substance to a minor.
- i) Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such nature as to adversely affect the unit member's ability to perform the duties and responsibilities of unit member's position. A plea or verdict of guilty, or a conviction following a plea on nolo contendere, is deemed to be a conviction for this purpose.
- j) Absence without leave.
- k) Immoral conduct.
- l) Discourteous treatment of the public, students, or other unit members.
- m) Improper political activity.
- n) Willful disobedience.
- o) Misuse of District property.
- p) Violation of District, Board, or departmental rule, policy, or procedure.
- q) Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the unit member's class specification or otherwise necessary for the unit member to perform the duties of that position.
- r) Refusal to take and subscribe any oath or affirmation which is required by law in connection with the unit member's employment.
- s) A physical or mental disability which precludes the unit member from the proper performance of the unit member's duties and responsibilities as determined by competent medical authority except as otherwise provided by a contract or by law regulating the retirement of unit members
- t) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicapped, marital status, sex, or age against the public or other unit members while acting in the capacity of a district unit member.
- u) Unlawful retaliation against any other District officer or unit member or a member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or

suspended violation of state or federal law occurring on the job or directly related thereto. Any other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the District or the unit member's employment.

- 18.3.3 Except as defined in item "s" above, no personnel action shall be taken for any cause which arose before the unit member became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the unit member when it could be reasonably assumed that the unit member would have disclosed the facts to the District.
- 18.4 Initiation and Notification of Charges: The Superintendent or designee may initiate a personal action as defined herein against a permanent classified unit member.
- 18.4.1 In all cases involving a personal action, the person initiating the action show file a written recommendation of personal action with the Board. A copy of the recommendation shall be served upon the unit member either personally or by registered or certified mail, return receipt requested, at the unit members last known address. The recommendation shall include:
- a) A statement of the nature of the personal action (suspension without pay, demotion, reduction of pay step in class, or dismissal).
  - b) A statement of the cause or causes for the personal action, as set forth above.
  - c) A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.
  - d) A statement of the unit member's right to appeal the recommendation and the manner and time within which the appeal must be filed.
  - e) A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.
- 18.5 Employment Status Pending Appeal or Waiver: Except as provided herein, any unit member against whom a recommendation of personnel action has been issued shall remain on active-duty status and responsible for fulfilling the duties of the position pending the unit member's appeal or waiver thereof.
- 18.5.1 If the superintendent or designee determines that a permanent classified unit member should be dismissed and that the unit member's continuing in active-duty status would present and unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the unit member immediately suspended from duty without pay in conjunction with the recommendation of personal action.

This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the unit

member either personally or by registered or certified mail return receipt requested, immediately after issuance. Except in cases of emergency with the unit member must be removed from the premises immediately, the Superintendent or designee shall give the unit member written notice of the proposed recommendation of dismissal at least five (5) calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal.

This notice shall state that immediate suspension without pay is being considered, the reasons for proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed actions based, and the unit member's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order issued.

- 18.5.2 The unit member shall have the right to respond to the appropriate authority orally or in writing, the unit member shall have the right to be represented at any meeting, (commonly referred to as a Skelly meeting) set by the appropriate authority to hear the unit member's response. In cases of suspension, demotion, or dismissal, the unit member's response will be considered before final action is taken.
- 18.6 Time limit of suspension: Except for a suspension and post under §17.5 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than ninety (90) calendar days and any 12- month period, however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension.
- 18.7 Right to Appeal: Within five (5) calendar days after receiving the recommendation of personal action described above, the unit member may appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the special time limit by the unit member shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated here in in cases where an order of suspension without pay has been issued in conjunction with the recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order, and the necessity of the order shall be an issue in the appeal hearing.

18.7.1 If the unit member fails to file a notice of appeal within the time specified in these rules, the unit member shall be deemed to have waived the right to appeal, and the Board may order the recommendation personnel action into effect immediately.

18.8 Amended/Supplemental Charges: At any time before and unit member's appeal is finally submitted to the Board or to a hearing officer for decision the complainant may, with the consent of the board or hearing officer serve on the unit member and file it with the Board and the amended or supplemental recommendation of personal action.

18.8.1 If the amended or supplemental recommendation presents new causes or allegations, the unit member shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

## 18.9 Hearing Procedures

18.9.1 The hearing shall be held at the earliest convenient date, taking into consideration the established a schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The unit member shall be entitled to appear personally produce evidence and have counsel the unit member shall be entitled to a public hearing if the unit member demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code §11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality and any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

18.9.2 All hearings so I'll be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the Board may use the services of its counsel or hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify, or revoke the recommended personnel action.

18.9.3 If the appeal is heard by a hearing officer, the unit member shall repair a proposed decision in the form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten (10) days after the proposed decision is filed by the Board. The board may:

- a) Adopt the proposed decision in its entirety
- b) Reduce the personnel action set forth in the proposed decision in and adopt the balance of the proposed decision.
- c) Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance if the proposed decision.
- d) Reject the proposed decision in its entirety.

18.9.4 If the Board rejects the proposed decision in its entirety, each party shall be notified of

such action and the Board may decide the case up on the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, the unit member shall prepare a proposed decision, as provided in item "c" above, upon the additional evidence in the transcript and other papers which are part of the record or the prior hearing. A copy of this proposed decision shall be furnished to each party within ten (10) days after the proposed decision is filed by the Board.

- 18.9.5 In arriving at a decision or proposed decision on the propriety of the proposed personal action, the Board or the hearing officer may consider the records of any prior personal action proceedings against the unit member in which a personal action was ultimately sustained and any records that were contained in the unit member's personnel files and introduced into evidence at the hearing.
- 18.10 Hearing Decision: The decision of the board shall be in writing and shall contain findings of fact and the personal action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.
- 18.10.1 The decision of the Board shall be certified to the Superintendent or designee who recommended the personal action, and the unit member shall and enforce and follow this decision. A copy of the decision shall be delivered to the appellant and the unit member's designated representative personally or by registered mail. The decision of the Board shall be final.
- 18.11 Compulsory Dismissal: The District shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code §44010 or any controlled substance offense as defined in Education Code §44011. However, the District may employ a person convicted of a controlled substance offense if the Board determines from the evidence that requires that the person has been rehabilitated at least five (5) years. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the unit member may be reemployed by the District, although reemployment is not a guarantee. (Education Code §45123).
- 18.11.1 The District reserves the right to dismiss and unit member for any acts upon which the original crime charges were based, despite the disposition by the courts. If dismissal is recommended and upheld, a unit member will not be reemployed or compensated for that time the unit member was suspended unless otherwise required by law. A unit member shall be given notice of the possibility of not being reimbursed during mandatory suspension if the unit member is ultimately dismissed for the acts upon which the original charges were based.
- 18.12 Extension of Compulsory Leave: The Board may extend a unit member's compulsory leave of absence by giving the unit member notice within ten (10) days after the entry of judgment in the proceedings, that the unit member will be dismissed in thirty (30) days unless the unit member demands a hearing. Unit member compensation during the period of compulsory leave shall be made in accordance with law. (Education Code § 44940.5)
18. Layoff, Reduction of Hours, and Reemployment Procedures.

## **19. Layoff, Reduction of Hours, and Reemployment Procedures**

### **19.1 Reason for Layoff**

19.1.1 The District may lay off or reduce the assigned hours of unit members for reasons authorized by law: lack of work and/or lack of funds. Layoffs shall be implemented in accordance with Education Code §45117. With the exception of 19.2.2 below, the Board of Education shall initiate such layoff by Board resolution adopted no later than March 15th of each school year.

### **19.2 Notice of Layoff or Reduction**

19.2.1 The District shall send written notice of layoff or reduction to the affected unit member(s) not later than March 15th of each school year, informing each affected unit member of the unit member's displacement rights, if any, and reemployment rights. Any notice of layoff or reduction shall indicate the reason(s) for such action. The District shall also inform the CSEA Chapter President of any layoffs or reductions prior to, when possible, but in no case later than the adoption of the resolution by the Board of Trustees.

19.2.2 In accordance with Education Code §45117, when, as a result of the expiration of a specially funded program, classified unit positions are going to be eliminated at the end of the school year, and unit member(s) will be subject to layoff for lack of funds, the unit members to be laid off at the end of such program shall be given written notice of not less than sixty (60) days prior to the effective date of the layoff. If the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of layoff.

### **19.3 Order of Layoff**

19.3.1 Restricted classified unit members shall first be laid off before any regular unit members serving in the same classification as the restricted classified unit members or laid off or reduced in hours.

19.3.2 The order of layoff or reductions in hours of unit members within a class shall be determined by seniority as defined in Section 7.6 of this Agreement. The unit member who has been employed the shortest time in the class in which the layoff occurs, plus higher or equal classes Shelby laid off first. A permanent unit member who is laid off or reduced in hours from the class and previous regular service in an equal or higher class shall have the right to bump in unit member pursuant to the Section 18.4.1.

19.3.3 In the case of two (2) or more unit members having the same seniority, the order of layoff or reduction of such unit members shall be determined by lot.

19.3.4 Nothing contained in this section shall preclude the granting of seniority credit for military leave of absence, unpaid illness leave, as may be in accordance with District policy and practice.



## 19.4 Displacement Rights

- 19.4.1 When a unit member is laid off or reduced in hours and is unable to retain the same total number of hours, days, or months by bumping the last the least senior unit member in the affected class, such unit member may bump the least senior unit member, in the affected class, whose bumping may generate the same or closest total number of hours, days, or months. As a function of the affected unit members greater seniority, such affected unit member may bump a less-senior unit member who has more hours than the affected unit member had prior to lay off or reduction of hours.
- 19.4.2 Following the transfer process, a laid off or reduced unit member shall bump into any vacant position in the affected class prior to displacing an incumbent unit member where the vacancy may provide the same or closest total number of hours, days, or months as would be gained by displacing the incumbent unit member. An affected unit member may bump into a vacant position that has more hours than the affected unit member had prior to layoff or reduction of hours.
- 19.4.3 After notification of the unit member's bumping option(s), a unit member shall have three (3) workdays to inform the Human Resources Department in writing, of the unit member's decision regarding bumping rights.

## 19.5 Demotion or Retirement In lieu of Layoff

- 19.5.1 A unit member subject to layoff may, in lieu of such layoff, if qualified and subject to the provisions of this section, elect to retire under the provisions of the California Public Employees Retirement System (CalPERS) to the extent authorized by law. The right to elect demotion or reduction shall not apply to any restricted classified unit member.
- 19.5.2 To be considered for demotion in lieu of layoff, which demotion would result in the displacement of a unit member with less seniority subject to the provisions of the Article, the unit member shall be required to notify the Human Resources in writing of such an election not later than three (3) work days after receiving the notice of layoff.
- 19.5.3 A unit member who elects demotion or retirement in lieu of layoff shall, nonetheless, be placed on the thirty-nine- (39-) month reemployment list and shall be eligible, when a classified vacancy occurs, to return to the unit member's former job class in the order of the unit member's service as any other unit member on such list.
- 19.5.4 Eligibility for reemployment for unit members who elect demotion or

who are reduces in hours shall be extended for an additional twenty-four

(24) months provided that they still meet the minimum qualifications of the class when recalled.

#### 19.6 Reemployment Procedures

19.6.1 Any unit member on an active reemployment list shall be required to maintain the unit member's current address and telephone number on file with the Human Resources Department.

19.6.2 If, during a unit members eligible period for reemployment as specified by Education Code 45298, a classified position to which the unit member has reemployment rights becomes vacant, the Human Resources Department shall send written notice by registered mail to the last known address of such unit member advising the unit member of the vacancy, providing such unit member still meets the minimum qualifications required of the classification. The reemployment list for class shall be used following transfers and return of veterans and before other means of filling vacancies.

19.6.3 A unit member who receives such notice of reemployment and does not accept in writing the offer of reemployment within three (3) work days after receiving the notice, shall be deemed to have rejected the offer of reemployment.

19.6.4 A unit member on a reemployment list may decline three (3) offers of reemployment to the unit member's former class and/or status. After the third refusal, no additional offers shall be made and the unit member's name shall be removed from the list.

#### 19.7 Seniority List

19.7.1 At least sixty (60) calendar days prior to the effective date of a layoff, the District will provide the CSEA Chapter President with a current seniority list, which shall include each unit member's length of service record.

#### 19.8 Bargaining unit Security

19.8.1 The District agrees to notify CSEA and comply with any applicable obligation to meet and negotiate before increasing the level of volunteer and/or contractor usage, if any, in supplementing or assuming work previously performed by unit members in any affected class(es) or transferring any relevant work outside the bargaining unit or to other unit classifications.

#### 19.9 Coverage for Medical Benefits

19.9.1 A permanent unit member who has a result of a layoff or reduction or as a result of bumping losses the unit member's eligibility for health and welfare benefits (or a portion of those benefits) shall have those benefits

continued at the same level of coverage and expense until the end of the month following the effective date of change of status, e.g., layoff date: April 5, benefits continue until May 31.

#### 19.10 Completion of Negotiation

19.10.1 The parties agree that the provisions of this Article constitute the entire agreement with respect to all aspects of layoff or reductions and the District shall not be required to meet and negotiate on this subject during the term of this Agreement. CSEA specifically waives any right to request negotiations on any aspect of layoff or reduction of hours during the term of this Agreement.

## **20. Transportation**

### **20.1 Bus Routes –Assignments and Bidding**

20.1.1 Bidding on bus routes occurs twice a year and shall be based on each driver’s seniority, with the most senior driver selecting first and the rest in succeeding order. Approval of routes assigned to driver’s following the bidding process shall be made by the District. Such approval shall be conditional upon determination that the bidding process has taken into consideration each driver’s license, driver proficiency, student handling ability and bus configuration.

20.1.1.1 Only 10-month Bus Drivers will be eligible to bid.

20.1.2 Insofar as possible, drivers reporting back to work at the start of the school year shall be assigned the same hours and routes as they had the previous June. The Transportation Supervisor will assign any changes in routes until the first bidding.

20.1.3 The first bidding process will occur on or about October 15 after the routes have stabilized. A second bidding process will occur on or about February 15.

20.1.4 A driver who is unable to be present at the designated time for bidding forfeits the right to bid during the bidding period. Exceptions are Military Service (See EC), illness (see Article 12), death of an immediate family member (see Article 12). To access these exceptions, proof of eligibility will be required.

20.1.5 A permanent unit member who is on a District approved paid leave will retain the unit member’s right to bid on existing bus routes during the bidding process. A substitute will be assigned the route until the unit member returns to work.

20.1.6 When a new or vacant route become available after the first or second bidding has taken place, drivers who wish to rebid their route shall be permitted to rebid by seniority. Drivers who participate in the rebidding shall have their routes included as a vacant route for possible rebidding by other drivers. The new unit member shall be assigned to the remaining route until the next bidding period.

### **20.2 Definition of Transportation Terminology**

20.2.1 A bus route shall be composed of one or more runs.

20.2.2 A run shall be a segment of a route in which the driver starts with an empty bus and then transports students until such time as the bus becomes empty again. Each run will contain a starting time, a directional routing, and an ending time.

20.2.3 A one-part run is defined as a terminal (bus yard) to terminal round trip.

### 20.3 Driver Hours

20.3.1 All regular drivers with a two-part work shift will work and be paid for a minimum of four (4) hours per day. Mid-day runs will be paid for a minimum of one and one half (1.5) hours, provided necessary duties are performed for that amount of time. Any mid-day runs that are not already assigned to an active route will be offered to 10-month drivers in rotation by seniority.

20.3.2 For a one-part route the non-driving duty time shall be a minimum of thirty (30) minutes. For a two-part route the non-driving duty time shall be a minimum of forty-five (45) minutes. For a three-part route or more the non- driving duty time shall be a minimum of one hour.

20.3.3 Regular drivers whose routes vary from six to eight hours daily, will retain medical benefit coverage as a forty hour a week unit member. Drivers whose routes range from four to six hours will qualify for 75% coverage of medical benefits. This does not apply to summer work.

### 20.4 Unit member Request for Bus Route Change

20.4.1 Should any driver for personal reasons want it exchange routes with another driver for the duration of the present budding period, and the proposed exchange is not detrimental to the District's ability to provide efficient service, the proposed exchange will be posted in the Office of the Transportation so that other drivers may indicate their interest in making an alternate exchange. The exchange permitted will be between the requester and the most senior driver among those drivers showing an interest in exchanging routes.

20.4.2 Drivers availing themselves of the right to bid for a run and/or the exchange of a route must recognize that the change in status resulting from the action is for the remainder of the bidding period and is not to be reversed.

### 20.5 Field Trips

20.5.1 A new unit member becomes eligible to qualify to drive on field trips subsequent to the satisfactory completion of the unit member's first evaluation. Field trips will be offered to 10-month drivers in rotation by seniority. When no 10-month driver is either available or willing to drive a field trip, other drivers may be scheduled. 12-month split drivers will only be eligible to drive a field trip when no 10-month driver is available for that fieldtrip.

20.5.2 Drivers on field trips who are required by the District to remain on standby for the duration of the trips shall be paid for all standby hours at their regular rate of pay.

## **21. Support of Agreement**

21.1 The District and CSEA agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed that CSEA and the District will support this Agreement for its term and will not appear before public bodies to seek change or improvement except as provided in this Agreement in any matter subject to the meet and negotiation processes except by mutual agreement of the District and CSEA.

## **22. Concerted Activities**

- 22.1 It is agreed and understood that there will be no lock-out by the District and there will be no strike, work stoppage walk-out, slow down, picketing or refusal or failure to fully a faithfully perform job functions and responsibilities, or other interference with operations of the District by CSEA or by its officers, agents, or members during the term of this Agreement.
- 22.2 The District ad CSEA recognize the duty and obligation of its representative to comply with the provisions of this Agreement and to make every effort towards inducing all unit members to do so. In the event of a strike, work stoppage, walk- out, slow down, or other interference with the operations of the District by unit members who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those unit members to cease such action.
- 22.3 It is agreed and understood that any unit member violating this Article may be subject to discipline up to and including termination by the District.
- 22.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement, in District policy, or by the Education Code from any unit member.
- 22.5 It is understood that in the event this Article is violated by CSEA, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement, District policy, or by the Education Code form CSEA.
- 22.6 It is understood that if there is a lock-out by the District, the District shall be liable for all wages and benefits lost by the unit members that have been locked out.

### **23. Effect of Agreement**

23.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedure and over State laws to extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.



## **24. Completion of Meet and Negotiation**

24.1 During the term of this Agreement, CSEA and the District expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, except as provided 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 CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

## **25. Savings Provisions**

- 25.1 If, during the life of this Agreement, Part 25 – Unit members, Chapter 5 – Classified Unit members (commencing with §45100) of the Education Code or an essential portion thereof or a related essential statutory segment which has created the California public school classified personnel system, should be repealed without legal replacement, the parties agree that on the request of either they shall, without reopening any of the provision of this Agreement, meet and negotiate on any such repealed item that is within the scope of bargaining according to Division 4 – Public Education Employment, Chapter 10.7 – Meeting and Negotiating in Public Education Employment (commencing with §3540) of the Government Code.
- 25.2 If, during the term of this Agreement unification takes place, the District shall reopen with CSEA within thirty (30) days of said unification to discuss the impact of unification on the bargaining unit.
- 25.3 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdictions, such provisions will be deemed valid and subsisting to the extent permitted by law, but all other provisions will continue in full force and effect. If an article of this Agreement is held contrary to law, then within thirty (30) days the parties hereto agree to meet and negotiate on the severed section(s) for the purposes of arriving at a mutually satisfactory replacement for this article ruled contrary to law.

## 26. Term

This Agreement shall become effective on July 1, 2020 and shall remain in full force and effect up to and including June 30, 2023, and thereafter shall continue in effect year by year.

It is agreed by both parties that at the request of either party they shall meet and negotiate changes in Article 9. Wages, Pay and Allowances, Article 14. Health and Welfare Benefits, and in one article of each party's choosing, and/or one new article for the fiscal years 2020-2021 and 2021-2022. Any such request to meet and negotiate on any of said articles shall be submitted in writing to the other party.

For the District:

For CSEA

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
President, Chapter #311

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
CSEA Field Representative

\_\_\_\_\_  
Member, Negotiating Team

\_\_\_\_\_  
Member, Negotiating Team

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Member, Negotiating Team

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Member, Negotiating Team

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Member, Negotiating Team

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Member, Negotiating Team

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Member, Negotiating Team

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Member, Negotiating Team

\_\_\_\_\_  
Member, Negotiating Team

### **Section 1.04 Appendix A: Positions Not Included in Representation Unit**

Excluding any employee serving in any of the classifications on the previous page whose position is designated as management, confidential, or supervisory. The bargaining unit currently excludes the following positions/ classifications designated as management, confidential and supervisory.

**Management:** Assistant Superintendent, Fiscal Services; Director of Food Services; Director of Maintenance, Operations, and Transportation; Director of Information Technology

**Supervisory:** Custodial Supervisor, Transportation Supervisor

**Confidential:** Executive Assistant to the Superintendent; Personnel Specialist; Database Administrator/ Personnel Specialist

The bargaining unit also excludes short-term employees; provisional employees; substitutes; and positions/ classifications exempt from the classified service.

Where appropriate, newly created positions/ classifications shall be allocated by the District to the bargaining unit and, where appropriate, positions/ classifications shall be excluded therefrom, in accordance with the certification of the bargaining unit.

Prior to allocating or designating as management, confidential, or supervisory any such newly created positions/ classifications or any currently represented position/ classification not specifically listed above, the District will meet and discuss such designation with CSEA.

Disputed cases may be appealed to the Public Employment Relations Board.

## Appendix B: Classification Plan

Effective July 1, 2022

Classification	Range	Incumbents prior to February 17, 1999
<b>Clerical/Secretarial</b>		
Administrative Secretary	38	
Clerk	17	
School Office Assistant (SOA)	30	
School Office Manager (SOM)	36	
Secretary	25	
Senior Secretary	31	
Spanish Bilingual Translator/Interpreter	36	
<b>Fiscal Services/ Human Resources</b>		
Accountant	46	
Accounting / Personnel Technician	36	
Accounting Technician	36	
Personnel Technician	36	
<b>Food Services</b>		
Assistant to Food Services Director	30	
Food Service Delivery Driver	20	
Food Service Worker II	19	
Food Service Worker III	24	
<b>Grounds and Maintenance</b>		
Carpenter	36	
Grounds Equipment Operator	28	
Grounds Maintenance Worker	26	30/32
Irrigation Technician	32	
Multi-Skilled Maintenance Worker	36	
<b>Instructional Services</b>		
After School Program Assistant	19	
After School Program Leader	26	
Instructional Assistant—Bilingual (employed prior to July 1, 2022)	21	
Paraeducator I	19	
Paraeducator II	26	
<b>Operations</b>		
Custodian I	20	24
Custodian II	23	28
Custodian II Rover	26	
Food Service Delivery Driver / Custodian II	26	
<b>Printing Services</b>		
Duplicating Services Technician	27	28
<b>Purchasing</b>		
Buyer	38	
<b>Security &amp; Playground</b>		
Crossing Guard	15	16
Playground Supervisor	15	
<b>Specialists</b>		
After School Program Specialist	38	
Content Specialist	38	
Intervention Specialist	38	
Library Media Specialist	38	
<b>Student Support</b>		
Behavior Specialist	29	
Board Certified Behavior Analyst (BCBA)	52	
Certified Occupational Therapy Assistant (COTA)	36	
Community Liaison—Bilingual	33	
Licensed Vocational Nurse	37	
Occupational Therapist	52	
<b>Technology Services</b>		
Computer/ Electronics Technician	39	
Help Desk Technician	31	
<b>Transportation</b>		
Bus Driver	27	28
Bus Driver / Custodian II	27	28
Mechanic I	32	
Mechanic II	35	
<b>Warehouse</b>		
Warehouse Operator	28	



# Goleta Union School District

## Classified Salary Schedule

(Base Pay)

July 1, 2022

Step	A	B	C	D	E
15	3,092 ( 17.84)	3,249 ( 18.74)	3,396 ( 19.59)	3,573 ( 20.61)	3,754 ( 21.66)
17	3,249 ( 18.74)	3,396 ( 19.59)	3,573 ( 20.61)	3,754 ( 21.66)	3,944 ( 22.75)
18	3,330 ( 19.21)	3,489 ( 20.13)	3,661 ( 21.12)	3,859 ( 22.26)	4,043 ( 23.33)
19	3,396 ( 19.59)	3,573 ( 20.61)	3,754 ( 21.66)	3,944 ( 22.75)	4,136 ( 23.86)
20	3,489 ( 20.13)	3,661 ( 21.12)	3,859 ( 22.26)	4,043 ( 23.33)	4,243 ( 24.48)
21	3,573 ( 20.61)	3,754 ( 21.66)	3,944 ( 22.75)	4,136 ( 23.86)	4,349 ( 25.09)
23	3,754 ( 21.66)	3,944 ( 22.75)	4,136 ( 23.86)	4,349 ( 25.09)	4,558 ( 26.30)
24	3,859 ( 22.26)	4,043 ( 23.33)	4,243 ( 24.48)	4,452 ( 25.69)	4,681 ( 27.01)
25	3,944 ( 22.75)	4,136 ( 23.86)	4,349 ( 25.09)	4,558 ( 26.30)	4,788 ( 27.62)
26	4,043 ( 23.33)	4,243 ( 24.48)	4,452 ( 25.69)	4,681 ( 27.01)	4,913 ( 28.34)
27	4,136 ( 23.86)	4,349 ( 25.09)	4,558 ( 26.30)	4,788 ( 27.62)	5,036 ( 29.05)
28	4,243 ( 24.48)	4,452 ( 25.69)	4,681 ( 27.01)	4,913 ( 28.34)	5,168 ( 29.82)
29	4,349 ( 25.09)	4,558 ( 26.30)	4,788 ( 27.62)	5,036 ( 29.05)	5,290 ( 30.52)
30	4,452 ( 25.69)	4,681 ( 27.01)	4,913 ( 28.34)	5,168 ( 29.82)	5,420 ( 31.27)
31	4,558 ( 26.30)	4,788 ( 27.62)	5,036 ( 29.05)	5,290 ( 30.52)	5,545 ( 31.99)
32	4,681 ( 27.01)	4,913 ( 28.34)	5,168 ( 29.82)	5,420 ( 31.27)	5,683 ( 32.79)
33	4,788 ( 27.62)	5,036 ( 29.05)	5,290 ( 30.52)	5,545 ( 31.99)	5,820 ( 33.58)
34	4,913 ( 28.34)	5,168 ( 29.82)	5,420 ( 31.27)	5,683 ( 32.79)	5,969 ( 34.44)
35	5,036 ( 29.05)	5,290 ( 30.52)	5,545 ( 31.99)	5,820 ( 33.58)	6,105 ( 35.22)
36	5,168 ( 29.82)	5,420 ( 31.27)	5,683 ( 32.79)	5,969 ( 34.44)	6,258 ( 36.10)
37	5,297 ( 30.56)	5,555 ( 32.05)	5,826 ( 33.61)	6,118 ( 35.30)	6,414 ( 37.00)
38	5,420 ( 31.27)	5,683 ( 32.79)	5,969 ( 34.44)	6,258 ( 36.10)	6,582 ( 37.97)
39	5,545 ( 31.99)	5,820 ( 33.58)	6,105 ( 35.22)	6,413 ( 37.00)	6,743 ( 38.90)
46	6,582 ( 37.97)	6,894 ( 39.77)	7,261 ( 41.89)	7,623 ( 43.98)	7,999 ( 46.15)
50	7,261 ( 41.89)	7,623 ( 43.98)	7,999 ( 46.15)	8,399 ( 48.46)	8,825 ( 50.91)
52	7,623 ( 43.98)	7,999 ( 46.15)	8,399 ( 48.46)	8,825 ( 50.91)	9,266 ( 53.46)
53	7,815 ( 45.09)	8,199 ( 47.30)	8,609 ( 49.67)	9,045 ( 52.18)	9,498 ( 54.80)
54	8,010 ( 46.21)	8,404 ( 48.49)	8,824 ( 50.91)	9,271 ( 53.49)	9,735 ( 56.16)
55	8,210 ( 47.37)	8,614 ( 49.70)	9,045 ( 52.18)	9,503 ( 54.83)	9,978 ( 57.57)
56	8,415 ( 48.55)	8,829 ( 50.94)	9,271 ( 53.49)	9,741 ( 56.20)	10,228 ( 59.01)
57	8,626 ( 49.77)	9,050 ( 52.21)	9,503 ( 54.83)	9,984 ( 57.60)	10,484 ( 60.49)
58	8,841 ( 51.01)	9,276 ( 53.52)	9,740 ( 56.19)	10,234 ( 59.04)	10,746 ( 62.00)
59	9,062 ( 52.28)	9,508 ( 54.85)	9,984 ( 57.60)	10,490 ( 60.52)	11,014 ( 63.54)
60	9,289 ( 53.59)	9,746 ( 56.23)	10,233 ( 59.04)	10,752 ( 62.03)	11,290 ( 65.14)

Longevity	
Years of continuous service with GUSD as a permanent employee	Rate
6 - 7	2%
8 - 9	3%
10 - 11	4%
12 - 13	6%
14 - 15	8%
16 - 18	10%
19 - 21	12%
22 - or more	14%

Bilingual Stipend	Rate
Verbal	2.5%
Written	2.5%

## **Section 1.05            Appendix D: Professional Growth Program**

### **Intent**

The intent of this incentive-based professional learning program is to encourage unit members to voluntarily gain increased knowledge and skills which enhance their ability to fulfill the mission of the District; to provide an opportunity for advancement to new positions; or to provide the unit member with the awareness of the importance of increased knowledge and skill needed to fulfill the unit member's role in the education of students. This is an award type program based upon the accumulation of points which will eventually translate into a professional learning award.

### **Section 1.06 Procedures**

#### **Level one:**

Regular Classified employees who provide proof (official transcripts) of 60 non-remedial semester units or 90 non-remedial quarter units from a regionally accredited institution of higher education (IHE) shall be paid the equivalent of two hundred-fifty (\$250) dollars per year, beginning at the start of the following fiscal year.

#### **Level two:**

Regular Classified employees who provide proof (official transcripts) of a BA/BS degree from a regionally accredited institution of higher education {IHE) shall be paid four hundred-fifty (\$450) dollars per year, beginning at the start of the following fiscal year. This is in addition to the previous \$250 increment, totaling \$700.

#### **Level three:**

Regular Classified employees who provide proof (official transcripts) of a Master's degree from a regionally accredited institution of higher education {IHE) or post graduate professional certification, such as a California Teaching Credential or Certified Public Accountant (CPA), shall be paid an annual stipend of three hundred (\$300) dollars per year, beginning at the start of the following fiscal year. This is in addition to the previous \$700 increment, totaling \$1,000.

The total allowable amount of this stipend shall not exceed one thousand (\$1,000) dollars per year. Each level of this stipend can only be earned once and will be paid monthly for the duration of the unit member's employment.

Example one: A unit member earns 70 semester units from a regionally accredited institution. The unit member moves into Level one and receive the monthly equivalent of two hundred-fifty (\$250) dollars per year. The unit member goes onto earn an additional 70 semester units from a regionally accredited institution. Unless also awarded a bachelor's degree, the unit member stays at Level one and still receives the monthly equivalent of two hundred-fifty (\$250) dollars per year.

Example two: A unit member earns 70 semester units from a regionally accredited institution. The unit member moves into Level one and receive the monthly equivalent of two hundred-fifty (\$250) dollars per year. The unit member goes onto earn an additional 50 semester units from a regionally accredited institution and is awarded a bachelor's degree. The unit member moves on to Level two and receives the monthly equivalent of seven hundred (\$700) dollars per year.



# Health Plan Contributions

## 2021-2022

### 10thly Classified, Management and Confidential Rates for Fulltime Unit Members

District Contribution: Single \$5,750, 2-Party \$8,150, Family \$12,500

#### Anthem Blue Cross Plan C

**Benefit Highlights:**

Deductible: \$200 (Individual); \$500 (Family)  
 Office Visit: PCP/Specialist: \$20  
 Co-Insurance (plan pays): 90% (PPO); schedule fee (OON)  
 Out of Pocket Maximum: \$1,000 (Individual); \$3,000 (Family)  
 Generic/Brand Rx: \$10/\$35, \$200 (Individual); \$500 (Family) deductible

**Tenthly Cost you pay for Medical, Dental & Basic Life:**

Single / 2-Party / Family with:  
 1)Delta Dental PPO Incentive: \$517.88 / \$1,305.44 / \$1,715.60  
 2)Delta Dental PPO 2000: \$512.60 / \$1,295.84 / \$1,718.24  
 3)Anthem Dental EPO 4000: \$511.52 / \$1,292.72 / \$1,697.72

1

#### Anthem Blue Cross Plan G

**Benefit Highlights:**

Deductible: \$500 (Individual); \$1,000 (Family)  
 Office Visit: PCP/Specialist: \$30  
 Co-Insurance (plan pays): 80% (PPO); schedule fee (OON)  
 Out of Pocket Maximum: \$2,000 (Individual); \$4,000 (Family)  
 Generic/Brand Rx: \$10/\$35, \$200 (Individual); \$500 (Family) deductible

**Tenthly Cost you pay for Medical, Dental & Basic Life:**

Single / 2-Party / Family with:  
 1)Delta Dental PPO Incentive: \$399.08 / \$1,067.84 / \$1,377.20  
 2)Delta Dental PPO 2000: \$393.80 / \$1,058.24 / \$1,379.84  
 3)Anthem Dental EPO 4000: \$392.72 / \$1,055.12 / \$1,359.32

2

#### Anthem Blue Cross Plan K

**Benefit Highlights:**

Deductible: \$1,000 (Individual); \$2,000(Family)  
 Office Visit: PCP/Specialist: \$30  
 Co-Insurance (plan pays): 80% (PPO); schedule fee (OON)  
 Out of Pocket Maximum: \$3,000 (Individual); \$6,000(Family)  
 Generic/Brand Rx: \$10/\$35, \$200 (Individual); \$500 (Family) deductible

**Tenthly Cost you pay for Medical, Dental & Basic Life:**

Single / 2-Party / Family with:  
 1)Delta Dental PPO Incentive: \$365.48 / \$998.24 / \$1,278.80  
 2)Delta Dental PPO 2000: \$360.20 / \$988.64 / \$1,281.44  
 3)Anthem Dental EPO 4000: \$359.12 / \$985.52 / \$1,260.92

3

#### Anthem Blue Cross Plan L

**Benefit Highlights:**

Deductible: \$2,000 (Individual); \$4,000(Family)  
 Office Visit: PCP/Specialist: \$30  
 Co-Insurance (plan pays): 80% (PPO); schedule fee (OON)  
 Out of Pocket Maximum: \$4,000 (Individual); \$8,000 (Family)  
 Generic/Brand Rx: \$10/\$35, \$200 (Individual); \$500 (Family) deductible

**Tenthly Cost you pay for Medical, Dental & Basic Life:**

Single / 2-Party / Family with:  
 1)Delta Dental PPO Incentive: \$298.28 / \$863.84 / \$1,088.00  
 2)Delta Dental PPO 2000: \$293.00 / \$854.24 / \$1,090.64  
 3)Anthem Dental EPO 4000: \$291.92 / \$851.12 / \$1,070.12

4

#### Anthem Blue Cross Plan M

**Benefit Highlights:**

Deductible: \$3,000 (Individual); \$6,000(Family)  
 Office Visit: PCP/Specialist: \$40  
 Co-Insurance (plan pays): 80% (PPO); schedule fee (OON)

**Tenthly Cost you pay for Medical, Dental & Basic Life:**

Single / 2-Party / Family with:  
 1)Delta Dental PPO Incentive: \$217.88 / \$705.44 / \$861.20  
 2)Delta Dental PPO 2000: \$212.60 / \$695.84 / \$863.84

5

Out of Pocket Maximum: \$4,000 (Individual); \$8,000 (Family)

3)Anthem Dental EPO 4000: \$211.52 / \$692.72 / \$843.32



## Article II. Health Plan Contributions

### Section 2.01 2021-2022

#### 10thly Rates for Fulltime Unit Members {Grandfathered only}

**Classified, Management and Confidential Rates  
for Fulltime Unit Members (Grandfathered only)**

**District Contribution: Single \$5,750, 2-Party \$8,150,  
Family \$12,500**

**Tenthly Cost you pay for Medical, Dental & Basic life:**

**Single / 2-Party / Family with:**

1)Delta Dental PPO Incentive: \$592.28 / \$1,454.24 / \$1,928.00

2)Delta Dental PPO 2000: \$587.00 / \$1,444.64 / \$1,930.64

3)Anthem Dental EPO 4000: \$585.92 / \$1,441.52 / \$1,910.12