

MASTER AGREEMENT

Between

SPRECKELS UNION
SCHOOL DISTRICT
and
CALIFORNIA SCHOOL
EMPLOYEES
ASSOCIATION
CHAPTER 86



July 1, 2018 through June 30, 2021

Spreckels Union School District
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AGREEMENT

This Agreement, hereinafter referred to as the “Agreement,” entered into this first day of July, 2008, by and between the SPRECKELS UNION SCHOOL DISTRICT, hereinafter referred to as “District”, and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SPRECKELS CHAPTER 86, hereinafter referred to as “CSEA”.

The term “Agreement” as used herein means the written agreement provided under section 3540.1 (h) of the Government Code.

Signed and entered this ____ day of _____ 2008.

For the District:

For CSEA:

Governing Board President

CSEA, Chapter 86 President

District Superintendent

Negotiating Team member

District Negotiator

Negotiating Team member

District Negotiator

Negotiating Team member

Labor Relations Representative

ARTICLE I

Recognition

- A. The District recognizes the CSEA as the sole exclusive representative for the following classified employees:
1. All persons who are members of the classified service as defined by the Education Code Sections 45103, 45104, 45105, 45105.1, and 45108, except for those persons lawfully excluded as management, supervisory, confidential or noon-duty supervisors assigned a daily work period of two (2) hours or less.
 2. Any noon-duty supervisor assigned a daily work period in excess of two (2) hours, not including substitution hours.
 3. During the life of this Agreement all newly created classified positions, except those lawfully excluded in 1. above, shall be assigned to the bargaining unit. The District shall consult with the CSEA prior to excluding a position. Disputed cases shall be submitted to the P.E.R.B. for resolution and shall not be processed as Grievances.

ARTICLE II

Organizational Privileges and Responsibilities

- A. The CSEA shall have the following rights in addition to the rights covered by other portions of this Agreement:
1. The right to designate one Job Steward and one alternate to act in his/her absence, from among unit employees, for the purpose of promoting an effective relationship between the District and the employees by helping to settle problems at the lowest level of supervision. The CSEA shall notify the District in writing of the persons designated as Job Stewards.
 - a. The District agrees to provide twenty-four (24) cumulative hours annually of release time, exclusive of negotiation release time and release time to attend periodic labor-management meetings, for Job Steward, Chapter President or designee.

In order to take this release time, the Job Steward, Chapter President or designee and the employee initiating the request must submit in writing for the release time to his/her supervisor as far in advance as possible, preferably no less than five days prior to the commencement of release time.

Preferably the meeting should take place outside of the requesting employee's work schedule. In the event the meeting must take place during the requesting employee's work schedule, an absence request form must be submitted to the requesting employee's supervisor.

2. The CSEA representative may visit the District during operating hours for purposes consistent with this Agreement and be afforded access to areas in which employees work, providing prior permission is obtained from the District Administration.
3. The right to hold meetings on District property with prior approval from the District Administration.
4. The right to use institutional equipment with prior District approval and to reimburse the District for any cost incurred.
5. The right to have designated, and use without charge, institutional bulletin board space at the school and use of the school mail system, distribution boxes, and other means of communication for posting or transmission of material dealing with proper or legitimate business of the CSEA. Notices must be signed by a CSEA chapter officer or authorized representative. A copy of all such materials will be provided to the District administrator for approval prior to using District equipment and facilities.

6. Except as provided herein, the CSEA unit members will not engage in CSEA activity during the time they are assigned to their regular duties.
7. The right to release time of up to five days each, for two (2) CSEA members to attend CSEA's annual conference. (11-03)
8. The right to a bargaining unit seniority list that will include all "hire date" information for every classified employee in each classification held during employment with the District. This list shall be given to the CSEA Chapter President no later than November 1 of each year and an updated version shall be provided prior to any layoff notification.
9. CSEA shall have access to new classified unit member orientation meetings with at least ten (10) days' notice, unless there is a specific instance where there is an urgent need critical to the District's operation that was not reasonably foreseeable.

In the event the District conducts a new classified employee group orientation, CSEA shall have (1) hour of paid release time for up to (2) CSEA representatives, including the Chapter President or designee, to present Union membership information. Said release time will 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. Management representative will not be present during this portion of the orientation session.

In the event the District conduct one-on-one orientations with new classified employees, CSEA shall have (30) minutes of paid release time for up to (2) CSEA representatives, including the Chapter President or designee, to present Union membership information. Said release time will 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. Management representative will not be present during this portion of the orientation session.

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 classified employee. CSEA shall provide copies of the CSEA membership applications to the District.

The District shall provide to CSEA a list of new unit members, including name, job title, work site, work, home and personal cell phone numbers, personal email address on file with the District and home address within thirty (30) days of hire or by the first pay period of the month following hire, with the exception of any unit member who may opt out per Government Code 6254.3(c)

ARTICLE III

Check Off and Organizational Security

- A. The California School Employee's Association Chapter 86 (CSEA) shall have the sole and exclusive right to payroll deductions of regular membership dues and agency shop service fee payments.
 - B. CSEA membership and dues payments shall remain in full force and effect during the term of this Agreement.
 - C. The District shall not be obligated to put into effect any new or changed deductions until the pay period immediately following such submission by CSEA.
 - D. Any new unit member shall, from the date of commencement of assigned duties within the bargaining unit, become a member of CSEA or pay to CSEA a fair share service fee. Both regular membership dues and service fees shall be remanded to CSEA within fifteen (15) days of collection from unit members accompanied by an alphabetical list of unit membership or service fee status in CSEA and indicating any changes in personnel from the list previously furnished. There shall be no charge to CSEA for these mandatory agency fee deductions.
 - E. Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support CSEA except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501©(3) of Title 26 of the Internal Revenue Code:
 - a. SUEF
 - b. The Kinship Center
 - c. American Cancer Society
- 1. Those who object to joining or financially supporting employee organizations, Pursuant to Section E above, shall submit proof of payment on an annual basis to CSEA and District as a condition of continued exemption from the provisions of Section E above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before July of each fiscal year. A written statement of objection shall accompany the first year's proof of payment and is subject to verification by CSEA.
 - 2. Any unit member who is making payments as set forth in Section E and E.1 above, and who requests the grievance arbitration provisions of this agreement for any reason, or who requests that CSEA initiate any grievance

on his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

3. CSEA agrees to furnish any information needed by the District to fulfill the provisions of this article.
- F. In the event of an election successfully rescinding statutory fair share all sections of Article III shall remain in full force until an agreement is reached between the District and the bargaining unit to amend this Article.
- G. CSEA shall indemnify, defend and hold the District harmless from any claims, demands, suits or any other action arising from this Article. CSEA shall have the exclusive right to decide and determine whether any action described above shall be compromised, resisted, defended, tried or appealed.

ARTICLE IV

Employee Rights

- A. Personnel Files: The personnel files of each employee shall be maintained in the District administration office at all times. Such a file shall be the only official file.
- B. Employees shall be provided with copies of any derogatory written material at least thirty (30) work days before it is placed in the employee's personnel file. The employee shall be granted paid release time during normal work hours to read, initial and date the material. The employee may prepare a written response which shall be attached to the material.
- C. An employee and his/her representative, if authorized in writing by the employee, shall have the right to examine and/or obtain copies of any materials from the employee's personnel file except material which includes ratings, reports, or records which were obtained prior to the employment of the employee involved.
- D. All personnel files shall be kept in confidence and shall only be available for inspection when actually necessary in the proper administration of the District's affairs or the supervision of the employee.
- E. Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- F. No derogatory materials shall be placed in the employee's personnel file unless and until the employee has had an opportunity to review and respond to the allegations.
- G. No disciplinary action may be taken against an employee based on documents dated more than two (2) years preceding the date of the initiation of such action.
- H. If it is agreed between the parties that material placed in the file is based on inaccurate, false or otherwise inappropriate factual information, such material shall be removed from the file and destroyed. This section is not intended to apply to procedural errors in placement of materials in the file; in such cases, the district may remove materials and effect subsequent proper placement in the file.
- I. Every employee shall receive an annual leave balance, provided by the District, including all information about sick leave, personal necessity, and vacation as of July 1. This leave balance sheet shall be provided no later than the first day of the new school year. (11-03)

ARTICLE V

Hours and Overtime

A. Workweek: The regular workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This article shall not restrict the extension of the regular workday or workweek on an overtime basis or the establishment of a workweek other than Monday through Friday when such is necessary to carry on the business of the District.

B. Workday:

1. The length of the workday shall be designated by the District for each classified assignment at the time of employment. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.
2. The District may assign flexible schedules to Instructional Aides in order that they may attend structured parent-teacher conferences as indicated on the annual school calendar and, as needed, structured and scheduled IEP meetings.

The District may split the vacant six (6) hour Technology Technician position into either 2 – 3 hour positions or 2 – 3.5 hour positions, at the District's option. This does not constitute a waiver by CSEA to negotiate future reduction in hours.

C. Adjustment of Assigned Time: Any part-time employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, in order to acquire fringe benefits on a pro-rated basis effective with the next pay period.

D. Lunch Periods:

1. All employees covered by this Agreement, shall be entitled to an uninterrupted lunch period after the employee has been on duty for not less than three (3) hours and not more than five (5) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about mid-point of each work shift. This section shall not apply to food service employees.

2. **Shift Differential:** Six (6) hours or more per day employees whose assigned work shifts start between the hours of 3:00 p.m. and 5:00 a.m. shall be allowed a one-half (1/2) hour duty free meal period per shift with no loss in pay. Each employee's meal period shall be taken at a time in the work shift designated by the immediate manager. Employees eligible for the paid meal break shall remain at their work site during that time.

An employee receiving shift differential compensation shall not lose said compensation if the employee is assigned temporarily for twenty (20) working days or less to a shift not entitled to such compensation. (Ed Code #45185) (10-03)

E. **Rest Periods:**

1. All bargaining unit employees shall be granted rest periods which insofar as practical, and they shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.
 - a. Employees whose positions are 3.5 hours per day or 3.75 hours per day shall be granted rest periods which insofar as practical in the middle of each work period at the rate of ten (10) minutes.
2. Specified periods may be designated when the operations of the District require someone present at the employee's work site at all times or when the District deems it is necessary for the efficient operation of the District. In such cases, rest periods shall be determined by the supervisor.

F. **Overtime:** Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one half the regular rate of pay of the employee. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequently to the assigned quitting time.

1. All employees having an average work day of four (4) hours or more during the work week shall be compensated at the overtime rate on the sixth (6th) or seventh (7th) day following the commencement of the work week.
2. All hours worked on the seventh (7th) day of work shall be compensated at the overtime rate.
3. All hours worked on holidays, designated by this Agreement shall be compensated for at the rate of time and one-half the regular rate of pay, in addition to the regular pay received for the holiday.

G. Compensatory Time Off:

1. When compensatory time off is authorized in lieu of overtime compensation, such time off shall be taken within two (2) months following the pay period in which the overtime was rendered , provided that such period in which to utilize the compensation time is deemed to be reasonable under federal regulations.
 - a. Employees may accrue not more than eight (8) hours of compensatory time. Any hours in excess of eight (8) must be paid for by the District in the paycheck for the pay period in which it was earned.
2. In the absence of a request for compensatory time off, overtime shall be paid on the first supplemental payroll following the month in which it was earned. The granting of a compensatory time off request will be made unless the needs of the District is such as to make the granting impractical.

H. Overtime Distribution: Overtime work shall be distributed and rotated equally among employees in the bargaining unit within each classification. It shall be the department supervisor's responsibility to allocate overtime and to post it in the department.

I. Standby Time: All standby time for bus drivers shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as other hours worked. Standby time will be no more than 45 minutes between bus runs and/or fieldtrips.

J. Minimum Call-In Time: An employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement irrespective of the actual time spent.

K. Call Back Time: Any employee called back to work after completion of his/her regular assignment shall be compensated for at least one (1) hour of work at the appropriate rate, irrespective of the actual time less than that required to be worked.

L. Extended Work Year and Benefits (Summer School):

1. A regular employee who accepts a Summer School assignment in accordance with the provisions of this Agreement shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular work year.

2. Offers of Summer School employment shall be made in order of seniority within class. If no positions within class are available to an employee, positions in other classifications may be offered depending on the qualifications of the employee. In no event shall non-regular employees displace regular employees for Summer School employment where regular classified work is done unless all available employees have been asked to work and have refused the offer.
3. Where employees serve in a classification different from their regular classification, their rate of pay shall be at step one (1) of the assigned Summer School classification.

M. Work Year: The District shall meet and negotiate with CSEA as to the structure of each year's calendar prior to adoption by the Board of Trustees, i.e., number of holidays, number of work days, etc. This requirement shall be in addition to any other re-opener provisions contained in this Agreement.

N. Assignment of Daily Bus Routes: Regularly scheduled routes shall be assigned to bus drivers on the basis of class seniority. Except as otherwise provided in this Article, this principle shall be followed on all other assignments and routes in descending order of bargaining unit seniority.

ARTICLE VI

Evaluation Procedure

- A. A new employee shall serve a six (6) month probationary period and be evaluated during the second (2nd) and fourth (4th) months of service and annually thereafter during the month of April. (11-02)
 - 1. At the request of the Superintendent, the Board of Trustees may extend the probationary period for three (3) additional months. (11-02)
 - 2. At the request of the CSEA, the Board of Trustees may extend the probationary period for three (3) additional months. (11-02)
 - 3. Probationary period may only be extended for one three (3) month period.
 - 4. For those employees who do not normally work during winter, spring or summer break, those break periods shall not count towards the six (6) month probationary period or a three (3) month extension. (11-02)
- B. Written evaluations shall be made on the evaluation form mutually agreed upon by the District and the CSEA. (11-02)
- C. When an evaluation of unsatisfactory performance or conduct is made, the employee shall have thirty (30) days in which to show improvement. A second evaluation shall be given at the end of this period. If the second evaluation is satisfactory, the employee returns to the normal evaluation procedures; if unsatisfactory, the District may proceed with disciplinary action, up to and including dismissal.
- D. Job performance shall be discussed with the employee at the time the issue is pertinent rather than holding it in abeyance until the time of written evaluation. (11-02)
- E. Employee evaluations records, reports, recommendations and correspondence between the employee and District shall be placed in the personnel file of each employee which is maintained at the District Office. Copies of these materials shall be given to the employee and the supervisor. (11-02)
- F. Employees shall be given an opportunity to discuss any evaluation material with the evaluator and may provide, if desired, a written response which will be attached to the material placed in the personnel file. Any written response must be received by the District no later than 15 workdays from the date of the evaluation. (11-02)
- G. Any written evaluation material placed in an employee's file shall contain the date the material was drafted, the signature of the drafter, and the date the material is placed in the file.

- H. An employee of the District may request and shall be granted the right to review his or her personnel file that is maintained in the District office. (11-02)
- I. Evaluation materials contained in personnel files shall be kept in confidence except in cases when disclosure is required for the proper administration of District affairs.

ARTICLE VII

Pay and Allowances

- A. Salary Schedule: All bargaining unit employees shall be classified and designated a range and step. Employees will earn lateral step advancement on the Salary Schedule by completion of a required period of satisfactory service which shall not exceed one (1) calendar year from initial date of employment, the date of last salary step advancement, or in the case of change in classification, the date of such change.
- B. Regular Rate of Pay: 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 for in Appendix D which is attached hereto and by reference incorporated as a part of the Agreement. Regular pay shall include longevity.
- C. Frequency: All employees in the bargaining unit shall be paid at least once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
- D. Payroll Errors (12-02)
1. Whenever it is determined that an error has been made in the calculation or reporting of any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.
 2. Any payroll error resulting in an overpayment to an employee shall be repaid to the District over a reasonable and mutually agreed to period of time. If no mutual agreement is reached within 60 days of written notification to the employee, CSEA shall be notified and deductions shall commence in the payroll period following the end of the 60-day notification period. The overpayment shall be repaid by payroll deduction over no more than 12 payroll periods.
 3. Any amount due to the District at the time of an employee's separation from the District shall be immediately due and payable.
- E. Special Payments: Any payroll adjustment due an employee including, but not limited to, vacation pay, working out of class, overtime, additional regular pay, or approved other reasons, shall be paid on the next regular paycheck.

- F. Lost Checks: Any pay check mailed to an employee which is not delivered within seven (7) days of mailing shall be replaced as soon as possible within County timelines following the filing of an affidavit by the employee that he/she has not received the paycheck. If an employee loses a paycheck, that check shall be replaced as soon as possible within County timelines, upon the filing of an affidavit by the employee that he/she lost the paycheck.
- G. Promotion: When an employee is assigned to a position in a class with a higher maximum salary than his previous class, his salary shall be assigned to a step in the new class which is the next higher dollar amount above his existing salary.
- H. Extended Work Year Wages and Benefits: An employee who accepts an extended work year assignment in accordance with the provisions of this Agreement, shall receive on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year. No prorating of compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned for the extended work year employment bears to the number of hours assigned to the employee during the regular July-June fiscal year.
- I. Compensation During Required Training Periods: An employee who is required to attend training sessions or otherwise engage in required training in order to continue his/her employment in position shall receive compensation as follows:
1. When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.
 2. When the regularly assigned hours and the hours of training combined total in excess of eight (8) hours on a regularly assigned work day, or when the training occurs at any time other than the regularly assigned workweek, the employee shall be paid at the overtime rate appropriate for the day and/or time at which the training occurs. The overtime rate shall be based on the employee's regular rate of pay.
- J. Compensation for an Employee Worked Out of Classification: An employee shall not normally be required to perform duties not a part of his/her classification. An employee assigned to work out of classification for a period exceeding five (5) working days within a fifteen (15) calendar day period shall be compensated for the entire period by either adding 5% to the employee's current hourly rate or placement at Step A of the job title for the duties being performed, whichever is greater.

- K. Reemployment: Any permanent classified employee, who voluntarily resigns and is reinstated or re-employed in his/her last classification with thirty-nine (39) months after his/her last day of paid service, shall have restored all rights, benefits, and burdens of a permanent employee in that class. Placement on the salary schedule shall be at the range for the position assigned and step last reached at the time of resignation.
- L. Physical Examinations, Fingerprints, X-Rays, License Fees (excludes drivers license with the exception of the following positions: Bus Driver I, Bus Driver II, or Transportation Assistant, Maintenance/Bus Driver), and First Aide/CPR Training: The District shall pay the full cost for physical examinations, fingerprinting, and x-rays, license fees and first aide /CPR training fees that are required as a condition of continued employment.
- M. Mileage: Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the current rate established by the IRS for all miles driven, provided a District vehicle is not available.
- N. Meals and Lodging: An employee who as a result of work assignment is required to obtain overnight lodging shall be reimbursed the reasonable cost of such lodging. An employee who as a result is outside his regularly assigned work area during meal times, shall be reimbursed for the reasonable cost of meals while on assignment.
- O. Longevity: Effective July 1, 2016, the District shall additionally compensate eligible long service employees by providing longevity pay for their anniversary date as per Appendix E upon completion of seven (7) years \$400, twelve (12) years \$800, fifteen (15) years \$1,200, twenty (20) years \$1,600, and twenty-five (25) years \$2,000, and thirty (30) years \$2,400 of service. Anniversary date shall be calculated from the employee's original hire date. One year of service shall be equal to twelve (12) calendar months from the employee's anniversary date. Payment of longevity shall begin immediately following the completion of the required years of service.
- P. Sub Calling: See memorandum of understanding dated 11/18/2010 effective August 1, 2010. (Appendix J)
- Q. Qualification Bilingual Stipend: Effective July 1, 2017, an employee who has proven their bilingual skills and proficiency in Spanish through an exam jointly agreed to between the District and the CSEA, will receive an annual stipend of \$1,000 per Full Time Equivalent (F.T.E.) of their position(s) to be paid in 2 equal payments on the regular end of month August and December payroll dates. The qualification and payment for the stipend as proven through the exam jointly agreed to between the District and CSEA will continue for 5 (five) years of employment from the initial school year the stipend is earned. Subsequent years stipends will be determined through the exam jointly agreed to between the District and CSEA. (i.e., eligibility for 5 years). The District will pay for the cost of one exam every 5 (five) years. An

employee who does not achieve a passing score may re-take the exam at their own expense. Employees who qualify for and subsequently receive the stipend are expected to utilize their language skills during the course of their regular assignment as needed to support students, parents/guardians and staff and as directed by supervisor, with the exception of Individualized Education Plan (IEP) meeting

ARTICLE VIII

Health and Welfare Benefits

- A. The District shall provide to bargaining unit employees, employed for twenty (20) or more hours per week, and their eligible dependents paid medical (including Life) dental, and vision insurance equal to a maximum amount of the following (for each eligible coverage level) through California's Valued Trust (July 2020);

Employee Only

<u>Medical (includes Life insurance)</u>	<u>\$6,263.00</u>
<u>Dental</u>	<u>\$624.00</u>
<u>Vision</u>	<u>\$134.28</u>

Employee plus One

<u>Medical (includes Life insurance)</u>	<u>\$12,488</u>
<u>Dental</u>	<u>\$1,140.00</u>
<u>Vision</u>	<u>\$193.92</u>

Employee plus Children

<u>Medical (includes Life insurance)</u>	<u>\$11,900.00</u>
<u>Dental</u>	<u>\$1,836.00</u>
<u>Vision</u>	<u>\$347.88</u>

Family

<u>Medical (includes Life insurance)</u>	<u>\$16,243.00</u>
<u>Dental</u>	<u>\$1,836.00</u>
<u>Vision</u>	<u>\$347.88</u>

The parties shall negotiate annually to determine how to allocate increases to health and welfare. Absent such agreement the employee shall pay 100% of the increase of Health and Welfare Benefits starting on July 11, 2010 (and each July 11 thereafter). Specifically, this means that the District will begin payroll deductions for any health and welfare premium increases in the month of July until negotiations are complete. (06-2009)

- B. Eligibility for these benefits shall begin the first day of the month following the date of employment if such date is on or before the date established by the Monterey County Office of Education for payroll reporting. Eligibility shall begin the first day of the second month following a date of employment which falls after the MCOE reporting date. Examples are as follows (if MCOE reporting date is the 20th):

1. Employee begins work on the 6/8; benefit coverage begins 7/1;
2. Employee begins work on 6/21; benefit coverage begins 8/1;

- C. Employees whose normal work year is 9, 10, 11, or 12 months are considered to work a full year for purposes of health and welfare insurance. The District contribution will be made for summer months for such employees even though the regular work year is less than twelve months. The District will not pay the insurance premium for the month after an employee terminates.
- D. Employees on unpaid leaves of absences, except those who are absent due to work incurred injuries, are not eligible for the District contributions; however, the employee may continue health and welfare coverage by remitting payment of the premium directly to the District.
- E. Classified Retirees retiring prior to age 65 are allowed to participate in the District's Health Insurance Program with the following stipulations:
 - 1. The retiring employee shall have been eligible for medical benefits during their last 3 years of employment. (12-02)
 - 2. The District shall pay the premium for Medical benefits, as provided on the existing employee plan for retiree (only) for the first three (3) years following retirement or to the age of 65, whichever occurs first. (12-02)
 - 3. Bargaining unit members with ten (10) years of service with the District are eligible for this benefit. Employees hired prior to February 2, 2000 are exempt from the 10 years of service requirement. (12-02)
 - 4. The retiree may keep family members insured at the retiree's expense if approved by the insurance company.
 - 5. At the age of 65, the retiree may opt to purchase all of the parts of the District's Health Insurance Plan that the carrier makes available to retirees at the retiree's expense.

ARTICLE IX

Holidays

- A. Scheduled Holidays: An employee covered by this Agreement is entitled to the following paid holidays:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Veteran's Day	Martin Luther King, Jr. Day
Thanksgiving Day	Lincoln's Day
Day after Thanksgiving	Presidents' Day
Christmas Eve	Memorial Day
Christmas Day	

- B. Floating Holiday: If a school year calendar eliminates one of the preceding holidays, the employee is entitled to a "floating" holiday, to be taken within the current school year. Approval shall be given by the supervisor when there is no major impact on the instructional program or on the operation of a specific department.
- C. Additional Holidays: In addition to the above designated holidays, or any day declared a holiday by the Governing Board under applicable laws, any day appointed by the President or the Governor of this State for a public fast, Thanksgiving or Holiday shall be a paid holiday for eligible employees. (EC 45203)
- D. Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday, not a holiday, shall be deemed to be that holiday.
- E. Holiday Eligibility:
1. An employee shall be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
 2. Employees not normally assigned to duty during the school holidays in which December 24, December 25, December 31, and January 1, fall shall be paid for those four (4) holidays provided they were in a paid status during any portion of their workday immediately preceding or succeeding the holiday period.

ARTICLE X

Vacation Plan

- A. Eligibility: All probationary and permanent employees in the bargaining unit shall earn paid vacation time under this Article. However, earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
- B. Paid Vacation: Except as otherwise provided in this Article, paid vacation shall normally be granted no later than the year immediately following the year in which it is earned. Unused vacation days which cannot be taken as of the anniversary date in any one fiscal year shall be carried over and taken before the next anniversary date. Should the accrued vacation time be requested and denied in the second year, the District shall pay the accrued vacation time in cash at the request of the employee.
- C. Vacation Pay: Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status. Employees who are assigned to a ten (10) month or less work year shall not normally be granted a vacation period but shall be paid for their accrued vacation. This District may approve a written request to take a vacation if the reasons are justified.
- D. Vacation Pay Upon Separation: When an employee in the bargaining unit is separated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective day of the separation, except those employees who have not completed six (6) months of regular employment shall not be entitled to such compensation.
- E. Vacation Postponement: If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation be changed, and the District may grant such request in accordance with vacation dates available at that time. The employee may request to have his/her vacation rescheduled in accordance with the vacation schedule available at that time or may request to carry over his/her vacation to the following year in accordance with Section B of this Article.
- F. Holidays: When a holiday falls during the scheduled vacation of any bargaining unit employee, such holiday shall not count as a day of vacation.
- G. Vacation Scheduling:
 - 1. Vacation schedules shall be prepared by the Supervisor/Principal. Effort shall be made to enable vacation to be taken at employee convenience, consistent with the needs of the District and the work load of the Department. Vacation schedule conflicts within the same Department shall be resolved by granting preference to the employee with the greatest seniority in the

District except that once a vacation has been approved, a more senior employee with a subsequent request shall not receive preference.

2. Vacation requests or changes may be submitted at any time during the year, but no less than ten (10) work days before the start date of the requested time off. Supervisors/Principals shall respond within five (5) work days of the request.

H. Interruption of Vacation: An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave (i.e., sick leave) provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

I. Accumulation: Vacation time shall be earned and accumulated in accordance with the schedules listed below. The date for computing eligible days of vacation shall be July 1st.

1. Employees regularly employed on a ten (10), eleven (11), or twelve (12) month basis are entitled to days of vacation according to the following mutually agreed upon formula of the total number of vacation days (12), divided by the total number of months (12), and multiplied by the total number of months of the position (**Example:** $12 : 12 = 1 \times 10 = 10$).

10 month Employee: <u>Days of Vacation</u>	11 month Employee: <u>Days of Vacation</u>	12 month Employee: <u>Days of Vacation</u>	Years of Service Completed as of <u>Anniversary Date</u>
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10	11	12	1 - 3
12	14	15	4 - 10
13	15	16	11
14	15	17	12
15	16	18	13
16	17	19	14
17	18	20	15 & over

2. Part time employees shall earn vacation days on a pro rata basis, as the employees hours relate to an eight (8) hour work day.

ARTICLE XI

Leaves

A. Reporting: An employee shall report absences, covered by this Article as follows:

1. An employee absent for any reason covered by the provisions of the Article shall notify the designated substitute caller of the type of leave and provide notice not later than one (1) hour before his/her scheduled reporting time, except night custodians. Night custodians shall give notice by 9:00 a.m. In the event of an emergency, all employees shall call as soon as possible. Persons absent because of illness or injury shall inform their supervisor as to when they expect to return to work.
2. Any foreseeable leaves of absence shall be requested and approved in advance on appropriate District forms and with the written approval of the employee's immediate supervisor. The supervisor shall give notice of approval or denial of the request within 48 hours.
3. Any employee absent on account of illness or injury, upon his/her return to work, shall file a completed Report of Absence form provided by the District.
4. The District may investigate in order to verify an employee's absence and may require a doctor's verification of illness or injury.
5. Employees absent due to surgery, serious illness, or absent for more than five (5) consecutive workdays may be required to submit a medical release to the District prior to being permitted to return to work.

B. Sick Leave: A twelve (12) month employee employed five (5) days a week shall be granted twelve (12) days leave of absence for personal illness or injury with full pay for a fiscal year of service. In addition, sick leave may be used to care for a sick family member or as leave to allow domestic violence and sexual assault survivors to recover.

1. Less than 12 month employee: An employee employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve days of leave of absence for illness or injury as the number of months that he/she is employed bears to twelve (12).
2. Less than 5 day per week employee: An employee employed less than five (5) days of service per week shall be entitled to the proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine the proportion of leave of absence for personal illness or injury to which they are

entitled.

3. Pay For Absence: Pay for any day of such absence shall be the same as the pay the employee would have received had he/she served during the day of illness.
4. At the beginning of each fiscal year (July 1st), the full amount of sick leave granted shall be credited to each employee. Sick leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than twelve (12) days until the first day of the calendar month after completion of twelve (12) months of active service with the District.
5. If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

C. Transfer of Accumulated Sick Leave:

1. An employee, who has unused leave of absence for illness or injury accumulated in another California school district and employment occurs within one (1) year of his/her previous employment, shall upon transfer of the verified unused sick leave, be credited with the accumulated days.
2. An eligible employee, who has filed a request for retirement, may have converted unused sick leave to retirement credit in accordance to applicable law.

D. Industrial Accident and Illness Leave: Employees shall be entitled to industrial accident or illness leaves of absence under the following provisions:

1. Paid industrial accident leave shall be for not more than sixty (60) working days in any one fiscal year per incident. When the sixty (60) days of industrial accident or illness leave has been exhausted, the person shall be entitled to accumulated sick leave, compensatory time, vacation or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.
2. Paid industrial accident leave shall be reduced by one day for each day of authorized absence regardless of the temporary disability allowance made under Worker's Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which an employee may be entitled.
3. Accumulated illness leave shall be reduced only in the amount necessary to provide a full day's wage or salary, when added to compensation available from the Worker's Compensation carrier.
4. After the expiration of all paid leave privileges, the District may place the employee on an industrial accident leave without pay.

5. Upon the return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his/her former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.
 6. When all paid or unpaid leave of absence has been exhausted following an industrial accident or industrial illness, the employee shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.
 7. A permanent employee's salary is computed on the basis of the number of hours in his/her basic daily assignment. No combination of payments shall exceed a day's wage. During all paid leaves resulting from the industrial accident or industrial illness, the employee shall endorse to the District wage-loss benefit checks received under State Worker's Compensation Insurance laws. The District shall issue to the employee appropriate warrants for the payment of wages, loss of benefits, salary and/or leave benefits and shall deduct normal retirement and other authorized contributions. Final awards for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.
 8. The District has the right to have the employee examined by a physician or licensed practitioner designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
 9. Any employee receiving benefits for industrial accident or illness may travel outside the state of California only if prior authorization is obtained from the District.
 10. Time of leave under this section shall not be considered a break in service.
- E. Extended Accident or Illness Leave: Commencing on the day an employee is absent from his/her duties on account of illness or an accident, the employee is eligible for extended accident or illness leave for a period of five (5) months or less. The extended leave provisions pertain to each separate illness or accident of the employee and shall commence on the first day of absence from his/her duties. The extended leave provision applies to whether the accident or illness occurred on or off the job except that, if the accident or illness was suffered as a result of the job, entitlement shall commence after sixty (60) working days paid leave provided in Section D of the Article.

1. The amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence.
2. All compensatory time, accrued sick and vacation leave benefits, will be exhausted before the sum paid a substitute is deducted from an employee's wages.
 1. A substitute may be either a bargaining unit member or a non-bargaining unit member. (09/2006)
 2. Regardless of the amount actually paid to the substitute, the amount deducted from the absent employee's paycheck shall not be greater than "Step A" of the range of the absent employee on the classified salary schedule (09-2006)
3. An extended leave shall not be considered a break in service.
4. At the conclusion of the five (5) month period, an employee who is unable to resume his/her duties may request Entitlement to Other Accident or Illness Leave.

F. Entitlement to Other Accident or Illness Leave:

1. A permanent employee who is absent because of an accident or illness and has exhausted all entitlement to sick leave (annual and accumulated), vacation, compensatory time, and other paid leave, may request and the District may grant additional leave, paid or unpaid, not to exceed six (6) calendar months.
2. The Governing Board may renew the leave, paid or unpaid, for up to two (2) additional six (6) month periods.
3. An employee unable to assume his/her duties after exhaustion of all leaves of absence shall be placed on a reemployment list of thirty-nine (39) months in accordance with the Education Code.
4. Time of leave under this section shall not be considered a break of service.

G. Catastrophic Leave:

1. Catastrophic Leave Donation Plan participants, whose sick leave and paid vacation time is exhausted, may request donated days in accordance with the following provisions. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a bargaining unit employee for over ten (10) consecutive work days or incapacitates a bargaining unit employee's family for

over ten (10) consecutive work days which requires the employee to take time off work to care for that family member.

2. On a case-by-case basis and with written agreement by the District, CSEA, and the employee, any eligible employee may donate one or two (1 or 2) days of accumulated and unused sick leave to another employee who has suffered a catastrophic long term illness or injury and who has exhausted all fully paid leave. Eligible employees shall include only those employees who possess accumulated and unused sick leave from prior years of service.
3. Donated sick leave shall be converted and combined with available differential pay for utilization on a day-for-day basis to achieve the recipient's regular rate of pay. Such conversion shall be accomplished by assigning a monetary value to the donated sick leave day based on the hourly rate and the hours worked. The employee utilizing the donated days shall then utilize them based on the monetary value of his/her days. **For example:** Employee A (the donor) wishes to donate one (1) day of sick leave. His/her hourly rate is \$8.18. He/she works six (6) hours per day. He/she would be able to donate \$49.08 of sick leave. Employee B (the recipient) has an hourly rate of \$7.79 and works 6 hours per day. Employee B's daily rate is \$46.74. Therefore, Employee B could receive 1.05 days of sick leave from Employee A (\$49.08 divided by \$46.74=1.05 days).
4. Employees hoping to utilize this plan shall notify District Office Personnel staff, and after a decision is reached concerning the employee, District Office Personnel will notify eligible employees of the option to donate sick leave. The criteria for participation approval shall be:
 - a. Verification of employee's exhaustion of employee's own accumulated sick leave and paid vacation time; and
 - b. Medical verification of catastrophic illness or injury as defined in paragraph 2 of this Article.
5. The recipient shall utilize donated sick leave in the order randomly drawn by District Office personnel from all such donations. Donated sick leave not utilized by the recipient prior to return to service shall be returned to the donor.
6. District personnel will inform the bargaining unit of the number of sick leave days donated to the eligible participant and the actual days used.

H. Personal Necessity:

1. An employee may elect to use available illness/injury (sick leave) days, in cases of personal necessity, for the following reasons:
 - a. Death of a member of the employee's immediate family when additional leave is required beyond that provided in Section I, Bereavement Leave of this

Article.

- b. Accident, involving the employee's person or property, or property of a member of his immediate family.
 - c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
 - d. Illness of a member of the immediate family where other arrangements cannot be made.
 - e. Such other reasons which may be approved by the District.
2. This leave shall not exceed seven (7) days in any one fiscal year.
 3. Two of the above seven (7) days may be used for matters of compelling personal importance. Whenever possible, twenty-four (24) hour notice should be given.
 4. Immediate family as used in this section shall be the same as those listed under Bereavement Leave.

I. Bereavement Leave:

1. Employees are entitled to four (4) days of absence without loss of pay for the critical illness or death of any member his immediate family. Members of the immediate family are defined as husband, wife, domestic partner, mother, father, sister, brother, son, daughter, grandmother, grandfather, grandmother-in-law, grandfather-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, foster parent, foster son, foster daughter, step parent, step daughter, step son, or any relative of either spouse living in the immediate household of the employee.
2. A maximum of three (3) additional days will be allowed if travel one way exceeds two hundred fifty (250) miles.

J. Pregnancy Disability Leave:

1. Employees are entitled to use sick leave and extended illness leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.
2. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee on leave and the employee's physician or licensed practitioner; however, the District may require a verification of the extent of disability through consultation with the employee, the employee's physician

and/or through a physical examination of the employee by a physician appointed by the District.

K. Maternity Leave:

1. A female employee may, at the sole discretion of the Governing Board, be granted a leave without pay during her pregnancy and prior to being temporarily disabled as a result of the pregnancy and/or during the child rearing period following the temporary disability resulting from childbirth.
2. Such leave without pay may be less than but shall normally not exceed one (1) year in duration unless the Governing Board extends the leave.

L. Paternity Leave: When a child is born to an employee's wife or domestic partner, he is allowed time off with no loss in pay up to a total of one (1) day's absence. Such time off may be taken during birth and/or at the time of discharge from the hospital.

M. Family Care Leave:

1. Eligibility: Unit members who have served at least one (1) year of continuous service with the District may take up to twelve (12) weeks of leave in a twelve (12) month period for family care leave as defined in Government Code section 12945.2. Pursuant to Government Code section 12945.2, subdivision (d), the District may require, on a case by case basis, unit members to utilize accrued Sick leave as part of the period of family care leave granted under this section.
2. Notices:
 - a. A unit member must request the leave at least four (4) weeks before the proposed commencement of the leave except in cases when the reason for the leave is unforeseeable.
 - b. The unit member on family care leave shall notify the District of the intended return date at least two (2) weeks prior to return.
3. Certification: In all cases, unit members must provide certification from a health care provider specifying the date on which the serious health condition commenced, the probable duration of the condition and an estimate of the amount of time the unit member will be required to care for the child, parent or spouse (as those individuals are defined in Government Code, section 12945.2). This certification shall also include a statement from the health care provider that the unit member's participation is warranted during the period of treatment of the seriously ill child, parent, or spouse.
4. Family care leave shall not be used to extend the time established under Section K of this agreement for maternity leave.

5. Time spent on family care leave of absence under this section shall not be counted as a break in service.

N. Military Leave:

1. An employee who enlists, is inducted or ordered into active military duty as a member of a reserve component, the National Guard or Naval Militia or the armed forces of the United States shall be granted a leave of absence for the duration of the active military duty and shall be entitled to full pay from the District for the first thirty (30) days of active military duty in any one (1) fiscal year pursuant to the provisions of the Military and Veterans Code.
2. Active military training shall include the normal two (2) weeks of training that is to be taken during the summer months and shall not include inactive military duty which includes once a month weekend drills or in some cases one-night-a-week training.

O. Jury Duty and Witness Leave:

1. Leave of absence for jury service shall be granted to any employees who have been officially summoned to jury duty in local, State, or Federal Court. Leave shall be granted for the period of the jury service. The employee shall receive full pay for such leave provided that the jury service fee for such leave is assigned to and the subpoena or court certification if filed with the District. Request for jury service leave should be made by presenting the official court summons to jury service to the supervisor.

P. General Leave: When no other leaves are applicable, a leave of absence may be granted to an employee on a paid or unpaid basis acceptable to the District and the employee.

Q. Retraining Leave: An unpaid leave of absence for retraining may be granted to any member of the bargaining unit.

- I. Retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.
2. No more than one (1) retraining leave of absence shall be granted in each three (3) year period.
3. The District may prescribe standards of service which shall entitle the employee to the leave of absence.
4. Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this Article.

ARTICLE XII

Classification/Reclassification

The District will provide written notice to CSEA of new classifications created by the District prior to employing persons in those classifications and of proposed reclassifications prior to reclassifying. If requested by CSEA, the District agrees to negotiate this subject.

The parties agree to review each bargaining unit classification and job descriptions within the family groups, established below, on a regular basis. Each review shall be conducted according to the Reclassification Subcommittee developed procedures. If the Reclassification Subcommittee finds a significant change in duties or qualifications, the classification shall be submitted to the District and CSEA for consideration of negotiation regarding a range adjustment. The Reclassification Subcommittee will consist of 2 District designees and 2 CSEA designees.

The family groups are as follows and contain the listed position(s) within each group;

Instructional Aides

- General Education Instructional Assistant
- Special Education Instructional Assistant

Technology and Library Aides

- Library/Media/Textbook Specialist
- Technology Technician
- Technology Coordinator

Transportation

- Bus Driver I
- Bus Driver II
- Transportation Assistant
- Maintenance/Bus Driver*
- Bus Driver Trainer**

Custodian and Maintenance

- Custodian I
- Lead Custodian
- Maintenance/Bus Driver*

Food Service

- Food Service I
- Food Service II

School Site Office/District Office Staff
Health/Office Aide
School Secretary
Accountant Assistant
Attendance Technician/Registrar

RECLASSIFICATION

The District Negotiating Team has accepted the findings of the Reclassification Subcommittee. Effective January 1, 2009 the Special Education Instructional Assistant classification will be increased from range 8 to range 12.

The District will continue to prioritize full implementation up to range 20 during the ongoing budget development process.

ARTICLE XIII

Transfer and Promotion Procedure

- A. Employees in the bargaining unit shall be given first consideration in filling any job vacancy within the classified service. First consideration shall mean that a current unit member applying for the position who meets the minimum qualifications of the job description shall be offered the position prior to it being advertised to outside applicants. If, after the District has exhausted the transfer and promotion procedures outlined in this article, there is a need to recruit from outside the District, the District shall inform CSEA.
1. Existing Position Vacancies: When an existing position becomes vacant, the vacancy shall be posted by the District for not less than five (5) working days on employee bulletin boards prior to being filled. A copy of the vacancy notice shall be provided to the CSEA Chapter President at the time of posting. If the District determines that it will not fill a vacancy or that there will be a delay in filling the vacancy, the District shall notify CSEA with five (5) workdays of the first day of the vacancy. CSEA may demand to bargain the impact and effects of such a decision.
 2. New Positions: When a new position is created, the position shall be posted by the District for not less than five (5) working days on employee bulletin boards prior to being filled. A copy of the vacancy notice shall be provided to the CSEA Chapter President at the time of posting. If the District determines that there will be a delay in filling the new position, the District shall notify CSEA within five (5) working days. CSEA may demand to bargain the impact and effects of such a decision.
 3. The job vacancy notice shall include: the job title, a brief description of the position and its essential functions, the work site, the minimum qualifications required for the position, work shift, the number of assigned hours per day, days per week, and months per year, the salary range, and the deadline for filing to fill the vacancy.
 4. Job vacancy notices shall be mailed to any bargaining unit member during any extended breaks if the employee notifies the District, in writing, prior to the beginning of the break period. Notices shall also be mailed to all employees on a 39-month rehire list.
 5. Voluntary Transfer: Any bargaining unit member who currently holds a position in the same classification as the vacancy, may apply for a transfer to that position by filing a written notice with the District office prior to the closing date on the vacancy notice. If two (2) or more employees are equally qualified, the most senior District employee shall be the successful applicant.

6. Involuntary Transfer: Employees may be involuntarily transferred within their classification, at their present salary range, by the District management whenever such transfer is in the best interest of the District. An employee affected by such a transfer shall be given notice as soon as administratively practical, but no less than ten (10) working days prior to the effective date of the transfer. A conference shall be held in order to discuss the reasons for the transfer.
7. Promotion: Any bargaining unit member may apply for a promotion into a vacancy. After it is determined that no transfer will occur, employees who have filed a written notice with the District office prior to the closing date on the vacancy notice shall be considered. If two (2) or more employees are equally qualified, the most senior District employee shall be the successful applicant.
8. Hiring Procedure: At least one (1) CSEA member, appointed by the CSEA Chapter President, shall serve on each interview panel for all bargaining unit positions.
9. Probation: An employee who accepts a promotion shall serve a six (6) month probationary period. During the promotional probationary period, the employee or the District may request that the employee be returned to his/her original position. If that position is not vacant at the time of the request, the employee may opt into a vacancy in the same classification as his/her original position or into a vacancy in a classification where the employee holds seniority. An employee who is transferred within classification shall not serve an additional probationary period as a result of the transfer. (11-03)

ARTICLE XIV

Layoff and Reemployment

- A. The District shall inform the CSEA prior to approving any layoff and shall provide the CSEA with information requested pertaining to the layoff. Upon request, the District shall meet with the CSEA to negotiate the effects of the proposed layoff prior to its implementation. (11-03)
- B. Hire Date Seniority by Classification: Seniority for purposes of layoff and/or reemployment shall be by hire date within classification. NOTE: The classification of Custodian II also earns seniority in the Custodian I and Bus Driver classifications.
 - 1. Seniority shall be adjusted forward for unpaid leaves of absence of greater than two (2) weeks, except Military Leave under Article XI, Section N. Two (2) weeks shall mean ten (10) workdays. Any forward adjustment under this section shall be for time in excess of two (2) weeks.
 - 2. In addition to displacement ("bumping") rights to lower classifications as provided by law, an employee laid off from his/her present classification may bump into higher classifications in which the employee has served if the employee's length of service in the higher classification is greater than an incumbent's length of service in the higher classification.

ARTICLE XV

Progressive Discipline

The District shall comply with due process of law when it is necessary to discipline employees. Employees shall be given a reasonable period of advanced warning for corrective purposes prior to incurring disciplinary action for work related matters. Employees shall be requested to attend any disciplinary hearings concerning them. Employees have the right to request another bargaining unit member to accompany them to such hearings. All alleged violations of this Article shall be raised in the course of the disciplinary process and not the Grievance Procedure of this Agreement.

ARTICLE XVI

Grievance Procedure

A. Purpose:

1. This grievance procedure shall be used to process and resolve grievance arising from this Agreement.
2. The procedure is intended to provide an orderly sequence for reviewing and resolving grievances promptly.

B. Definitions:

1. Grievance: A “grievance” is a formal written allegation by an employee that he/she has been adversely affected by a violation of the specific provisions of this Agreement and Board policy.
2. Grievant: A “grievant” is the CSEA, Chapter 86, or a member or members of the bargaining unit covered by the terms of this Agreement and who files a grievance.
3. Day: A “day” is any day in which the District office is scheduled to be opened for business, exclusive of Saturdays, Sundays and Holidays.

C. Time Limits: Effort shall be made to complete action within the time limits contained within the grievance procedure; however, time limitations may be shortened or extended by mutual consent of both parties.

D. Informal Level: Within ten (10) days after the grievant knew or should have known of an event or circumstances occasioning the alleged grievance, the potential grievant shall initially meet with his/her immediate supervisor in an attempt to resolve the alleged grievance informally.

E. Level I - Immediate Supervisor/Principal:

1. If the informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing no later than ten (10) days after the informal discussion.
2. The grievant must present the grievance in writing to his/her immediate supervisor/principal.
3. The supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

4. Within the above limits, either party may request a personal conference. Said conference shall be honored when requested.

F. Level II - Superintendent:

1. If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days, appeal the decision in writing to the Superintendent.
2. This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.
3. The Superintendent shall communicate his/her decision to the grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.
4. Within the above limits, either party may request a personal conference. Said conference shall be honored when requested.

G. Level III - Advisory Arbitration:

1. If the grievant is not satisfied with the disposition of the grievance at Level II or the time limits expire without the issuance of the Superintendent's written reply, the grievant may, within twenty (20) days, submit a written request to the Superintendent for advisory arbitration. The grievant and District shall attempt to agree upon an advisory arbitrator.
2. If no agreement can be reached, they will request the State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each shall alternately strike a name until only one name remains. The remaining panel member shall be the advisory arbitrator. The order of striking shall be determined by lot. The process of striking names shall occur within ten (10) days of receipt of the list from CSMCS by both parties.
3. The fees and expenses of the arbitrator and hearing shall be borne equally by the grievant and District. Any additional expenses shall be borne by the party incurring such expenses.

4. Conduct of Hearing:

- a) The arbitrator shall conduct a hearing and submit his/her findings and recommendations in writing to the Board, the Association and the grievant.
- b) The arbitrator shall conduct the proceedings in accordance with the standards common to the field of advisory arbitration, including the exercise of the standards of equity.

- c) The arbitrator shall have no authority to hear evidence and/or rule on any issue and/or sections of this Agreement which were not present in the original grievance.
- d) The recommended decision of the arbitrator shall not add to, subtract from, alter or disregard any provisions of this Agreement.
- e) The arbitrator shall have no power to entertain and/or rule on the following issues:
 - 1. Content of employee evaluations;
 - 2. Content of materials placed in personnel files;
 - 3. Matters covered exclusively in Board policy or other non-contractual sources.
- 5. The processing of a grievance beyond Level II shall constitute an express election of the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution of the issues.

Level IV - Board of Trustees:

- 1. The parties involved realize that the Governing Board has the right and responsibility of a final decision in regard to the grievance. The award of the arbitrator will be submitted to the Board. Furthermore, it will be presented to the Board in Closed Session unless the aggrieved party requests, in writing, an Open Session.
- 2. The Board of Trustees must take official action on the award no later than ten (10) days after the award has been rendered. If a transcript has been ordered, and has not arrived within the aforementioned ten (10) day period, a decision shall be forthcoming within ten (10) days following receipt of the transcript. Notification of the final decision to the parties involved will be made within five (5) working days after the decision has been reached.
- 3. The Governing Board will see that the disposition of the grievance is expeditiously implemented if any action is forthcoming. If the Board takes no action within the time limits specified, the arbitrator's award will be the decision of the Governing Board and, as such, will be implemented as if it were the official action of the Board.

I. Miscellaneous:

1. Records: All records of grievance proceedings shall be retained by the District.
2. Reprisals: No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.
3. Representation: Each party shall have the right to be represented by a conferee at all stages of the grievance procedure.
4. Release Time: The grievant(s) and/or the CSEA Job Steward will exclusively receive time off from duties with pay for the processing of a grievance.
5. Grievance Without Intervention: A grievant may at any time present a grievance in accordance with these procedures and have such grievance adjusted without intervention CSEA as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the District shall not agree to a resolution until the CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
6. Initiate Grievance at Level II: If a grievance arises from an action or inaction on the part of a member of the administration at a level above the manager or immediate supervisor, the aggrieved person may submit such a grievance in writing to the Superintendent.
7. Failure to Follow Time Limits: Failure to follow time limits or procedures set forth waives any further rights of the grievant to proceed with the grievance.

ARTICLE XVII

Safety

- A. The District shall comply with all safety requirements imposed by law regarding the safety of District employees while they are on and in the facilities provided in furtherance of the operation of the District.
- B. The District shall post rules for safety and the prevention of accidents, provide protective devices where they are required by law for the safety of employees and provide equipment where such equipment is necessary for the conduct of the educational program and the operation of the school.
- C. All alleged violations of safe work conditions shall be reported to the employee's immediate supervisor and/or in writing to the Superintendent.
- D. Safety condition issues shall not be processed as grievances.
- E. No employee reporting a safety hazard situation will suffer repercussions for having reported the situation. Any violation of E in this subsection is grievable.

ARTICLE XVIII

Severability

- A. If any provisions of this Agreement are held to be contrary to any applicable law or any applicable rule, regulation, or order issued by governmental or judicial authority other than the District, such provisions shall be immediately suspended and be deemed invalid except to the extent permitted by law. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- B. In the event of suspension or invalidation of any part or portions of this Agreement, the parties agree to meet and negotiate within a reasonable period of time after such determination for the purpose of arriving at a mutually agreed replacement for the invalidated part or portion.

ARTICLE XIX

Professional Growth

A. Professional Growth is the continuous purposeful engagement in study and related activities designed to retain and extend the high standards of educational classified employees.

1. Professional growth is being developed if:

- a. The experience reflects increased knowledge, understanding, and skills in the participant's regular assignment.
- b. The experience provides background materials and assists in fields closely related to the activity in which an employee is engaged.
- c. The experience will prepare the employee for other positions within the District.

2. Professional growth may be achieved through participation in the following categories:

- a. College courses, Adult Education, other related courses.
- b. Workshops and conferences paid by the employee.

3. Participation in the Professional Growth Program shall be reflected in the personnel record of the employee.

B. Professional Growth Review Committee:

1. Composition: The committee shall consist of two (2) members representing the classified employees and two (2) representatives from Administration to be appointed by the Superintendent. Each may have an alternate.
2. Tenure of Classified Members: Because of the technical nature of committee responsibility, turnover of the committee shall be kept at a minimum. To assure continuity, one of the members of the CSEA and District shall be appointed for a period of one (1) year, and one of the members shall be appointed for a period of two (2) years; thereafter, members of the classified staff shall be elected for a period of two (2) years.

3. Duties of the Committee:

- a. Prepare and keep a suggested course list for recommendation to the Superintendent containing representative courses for each classification of employees or groups of employees, such lists not to be exclusive but to serve as examples and guidelines only.
- b. Review applications for professional growth credit.
- c. Determine validity of such educational experience as may be submitted for professional growth credit.
- d. Place unit values on all approved courses.
- e. Meetings will be scheduled by the Chairman as needed, but the committee shall meet annually during the month of **May** to consider applications for growth awards credits to be awarded in the following fiscal year.

C. Criteria for Professional Growth:

1. The subject matter of the course should relate to the position currently occupied by the employee.
2. No credit shall be issued for subject matter covering qualifications included in the job description of the position currently held.
3. A course which does not meet the requirements of 1 and 2 above must be acceptable to the Professional Growth Review Committee and approved by the Superintendent.
4. Completion of a course with a grade of "C" or better shall be accepted for credit. Earning of professional growth points may begin with the date of employment, with such growth points granted at completion of the probationary period of twelve (12) months.

D. Qualifications for Award: The Professional Growth payment may be earned by:

1. Three (3) semester units per year in a junior college, college or university.
2. Adult education credit accumulated at the rate of fifteen (15) hours of class attendance equals .5 units.
3. Credit for other approved educational experiences which shall be equated on an individual basis by the Professional Growth Review Committee.

4. Employee Paid Workshops, Seminars, Institutes, Conferences:

<u>Hours</u>	<u>Units</u>
10-15	½
16-20	1
21-30	1 ½
31-40	2
41-50	2 ½
51 or more	3

No one shall receive credit for workshops, institutes, lectures or conferences, if these are attended during the paid workday.

E. Professional Growth Payments:

1. Any permanent employee in the unit is eligible for Professional Growth payment as long as the course has had approval by the committee.
2. It is the responsibility of the employee to apply to the Professional Growth Committee for approval of courses to be taken and to present evidence of successful completion of courses with a "C" or better grade, using the Professional Growth Request for Course Approval (Appendix F). These courses must have been taken after June 30, 1982.
3. Growth payments shall be paid at the rate of \$25.00 per semester unit or credit upon completion of approved course. Payment will be made within two (2) pay periods of presentation of evidence of successful completion of the approved course. (Quarter units shall be considered as equal to 2/3rds of semester units). Excess units earned over and above the nine (9) approved units shall be applied to the next award.
4. A maximum of nine (9) units may be earned during each four (4) year period. This will be for a maximum of four (4) awards in four (4) four (4) year periods which is a cap of sixteen (16) years.
5. If an employee resigns for any reason other than those listed below, growth payments will not be made.
 - a. Involuntary transfer out of the area to another school district.
 - b. Illness or poor health.
 - c. Moving out of this district due to spouse's job promotion.

6. Growth payment will not be made for the following reasons:

a. Dismissal for cause other than layoff.

b. Resignation in lieu of dismissal.

F. Employee's Right of Appeal: Nothing herein shall be construed to deny the employee the right to appeal an evaluation or a recommendation with which he/she is not in agreement. Such appeals shall follow normal channels from the review committee, to the Superintendent, to the District School Board within six (6) months of date of notification.

ARTICLE XX

Duration and Re-Openers of Agreement

- A. The parties agree to create a new collective agreement between CSEA and the District with a term of July 1, 2018 and June 30, 2021.
- B. The above referenced collective agreement shall embody all of the specific terms of the agreement that expires on June 30, 2018, with modification as negotiated under the provisions of that contract with the exception of the duration clause.

No later than March 15 annually CSEA may give written notice and a proposal to the District, by electronic mail or by hand delivery of its desire to open Pay and Allowances, Health and Welfare Benefits plus one additional article. The District may also submit one additional article along with Pay and Allowances and Health and Welfare Benefits.

- 1. Within ten (10) working days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of a proposal, negotiations shall begin. The terms and conditions of this Agreement will remain in full force and effort during such negotiations.
- D. The CSEA shall have the right to designate up to four (4) employees who shall be given release time to participate in negotiations.
- E. Nothing in this agreement shall be construed as limiting any rights the parties otherwise retained under the provisions of the Educational Employment Relations Act.

APPENDIX A

GLOSSARY

The definitions contained herein are solely for the purpose of clarification. This glossary and its definitions in and of themselves are not subject to the grievance procedure.

1. Accrued: Already earned.
2. Accumulate: To become greater in quantity or number.
3. Agreement: When capitalized, equals contract.
4. Anniversary Date: One year from date first hired as a regular classified service employee regardless of classification in which hired.
5. Article: Major subdivision of an Agreement (contract) consisting of Sections and subsections.
6. Bumping Rights: Right to displace a less senior employee in a lay-off.
7. Classification: The act of placing a position in a category according to its duties, educational and skill requirements, responsibilities, and authority. Also, the position once it is placed in a class.
8. Classified Employee: For the purposes of this Agreement, any classified service employee performing all or part of the duties of the classifications specified in Appendix D or any new classification(s) added to Appendix D, except substitute in those positions.
9. Compensatory Time: (In lieu time) Paid release time from work taken in lieu of cash payment for overtime/extra time.
10. Date of Hire: Date first employed as a classified service employee with the District.
11. Day: The time in which any act provided in this Agreement is to be done is computed by excluding the first day, and including the last, unless the last day is a holiday, and then it is also excluded. The word "day" in this Agreement is as it is defined in the provision in which it appears or to which it relates. If undefined in any provision, "day" shall mean calendar day.
12. Disciplinary Action: Any action whereby an employee is dismissed, suspended, demoted, or re-assigned involuntarily.

13. Discriminate: Illegally treat different than other employees in similar circumstances and/or illegally treat in such a way as to harm.
14. Domestic Partners: One of two persons who have filed a Declaration of Domestic Partnership with the California Secretary of State and meet the definition of “domestic partner” in California Family Code Section 297.
15. Donor: One who donates sick leave.
16. Extra Time: Time worked in excess of regular assigned hours for which regular (straight time) salary is paid.
17. Fiscal Year: July 1 through June 30.
18. Formal: In writing (typed, written, printed).
19. Immediate Supervisor: The Supervisor(s) listed on the classified job description shall be the employee’s immediate supervisor and evaluator. (11-02)
20. In Lieu Time: In the place of; instead of.
21. Informal: Not reduced to written form (typed, written, printed).
22. Initial Probationary Period: Twelve (12) month period immediately following date of hire in classified service.
23. Job Description: (aka Job Duty Statement) A written statement of the duties, degree of supervision and qualifications required (education, experience, skills, etc.) of a classification.
24. Lateral Move: A promotional movement to a different classification at the same salary range.
25. Lay-Off: Change in employment status for employed to unemployed while maintaining re-employment and other specified rights (see Article XIV).
26. Management Employee: Any district employee legally designated “management” by PERB.
27. Minimum Qualifications: Education skills, experience, license requirements and other qualifying factors required for any given classification as stated in the job description.
28. Paid Status: Receiving pay.
29. PERB: Public Employment Relations Board. The governing body over collective

bargaining pursuant to the Educational Employees Relations Act (EERA).

30. Permanent Employee: Classified service employee who has completed his/her initial probationary period, as defined in probation.
31. Promotion: A movement to a position in the same job classification with more hours/workdays or a movement to a higher job classification.
32. Pro-Rata: To divide, distribute, or assess proportionately.
33. Probation: Period of initial assessment during which an employee may be dismissed without notification of cause or right to hearing.
34. Probationary Employee: Employee serving an initial probationary period.
35. Progressive Discipline: See AR 4215.
36. Recipient: One who receives donated sick leave.
37. Reclassification: Means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such a position (Ed. Code 45101F).
38. Regular Employee: Classified service employee, whether in probationary or permanent status.
39. Route: Combination of runs (transportation language).
40. Runs: Segments of a route (transportation language).
41. School Year: The school year is the academic District calendar adopted by the Board of Trustees.
42. Section: Subdivision of an Article relating to the same subject matter as the Article itself.
43. Shall and Will: Both mandatory terms. One equals the other.
44. Short-Term Employee: Any person who is employed to perform a service for the District, upon the completion of which, the service or similar services will not be extended or needed on a continuing basis. (A person employed in a position in excess of 195 days is a classified service employee and is not a short-term employee.)
45. Subsection: Subdivision of a section.
46. Substitute (noun): A non-classified service employee performing the duties of a

classified service employee in his/her absence or a non-classified service employee employed to fill a vacant position during the hiring process for the position. Employment of a substitute in the latter circumstance shall not exceed sixty (60) calendar days.

- 47. Substitute (verb): To fill in for (do the duties of) an employee in his/her absence or fill a vacant position during the hiring process.
- 48. Supervisory Employee: Any District employee designated supervisory by agreement of CSEA and the District or by decision of PERB.
- 49. Transfer: A movement to a like position (same job classification, hours/workdays) at another work site or station.
- 50. Vested: Having the character or given the rights of absolute ownership.
- 51. Workday: Day when employee is normally required to work.
- 52. Work year: The total days an employee is in paid status between the beginning and ending dates of employee's assignment.

**SPRECKELS UNION SCHOOL DISTRICT
PERFORMANCE REPORT FOR CLASSIFIED EMPLOYEES**

Meets Work Performance Standards	Improvement Needed	Unsatisfactory	Name of Employee _____ Date of Appraisal _____ School/Dept. _____ Probationary <u>2nd/4th</u> Annual ____ Interim ____ <small>(circle one)</small> Job Title _____ Annual evaluations are due by April 30																																																																																																																											
			Rate each of the appraisal factors below in the appropriate category to the left of each factor. If the factor is not applicable to the employee, please enter "N/A". Comments pertaining to the appraisal factors shall be made in the spaces provided to the right when the "Unsatisfactory" or "Improvement Needed" columns are checked. If comments apply to more than one factor, please cite the factors by number in parenthesis. Positive comments are encouraged.																																																																																																																											
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			20. With supervisors																																																																																																																											

			DEPENDABILITY	How reliable is the employee?
			21. Performs duties without supervision	
			22. Follows written/oral instructions	

APPRAISAL FACTORS				COMMENTS
			LEADERSHIP ABILITY	How effectively does the employee function in a leadership position?
			23. Coordinates work of others	
			24. Mentors co-workers	
			25. Promotes morale	
			26. Approachability	
			27. Decision making	

Supervisor's Comments

Employee's Comments
<i>(You have 15 working days from receipt of this document to make any signed written comments you wish, which will be attached to this document and placed in your personnel file in the District Office.) (Optional)</i>

It is understood that in signing this Performance Report Form, the employee acknowledges having seen and discussed the report. The employee's signature does not imply agreement with the conclusions of the Supervisor.

Signature of Employee

Job Title

Date

Any written comments made by the Supervisor shall be discussed in private with the supervisor and employee.

Signature of Supervisor

Title

Date

APPENDIX D
Spreckels Union School District
2019-20 SCHEDULE OF CLASSIFIED SALARY RANGES

<u>Position Title</u>	<u>Salary Range</u>
<u>Lunch Duty Supervisor</u>	<u>4</u>
District Courier	5
Health/Office Aide	8
Food Service Associate	12
General Ed. Instructional Assistant	20
Special Ed. Instructional Assistant	20
Special Ed. Instructional Assistant/Rider	20
Custodian I	24
Library/Media/Textbook Coordinator	28
Technology Technician	29
Lead Custodian	30
Accountant Assistant	31
School Site Secretary	31
Special Ed. Instruction Assistant II	40
Special Ed. Instruction Assistant II/Orthopedic Impairment	40
Bus Driver	45
Maintenance/Bus Driver (Custodian II)	45
Lead Operations/Maintenance Worker	50
Transportation Coordinator	50
Registrar	55

Notes:

- I. Employees hire prior to July 1, 1980 shall be placed a step of the salary range which equals their years of service within their present class or the step credited upon employment for prior experience. The anniversary date for this group of employees shall be September 1 of each year.
- II. Employees hired on or after July 1, 1980 shall begin on Step A except prior experience may be credited but not to exceed Step C. The anniversary date for these employees shall be their date of hire.
- III. Step advancement shall be annually from the anniversary date, the last salary step advancement, or in the case of reclassification, the date of such change.

BD approved	05-14-13
Revised	05-21-14
BD Review	06-23-14
BD approved	05-12-15
Revised	05-03-16
BD approved	05-10-16
Revised	11-29-16
BD approved	02-14-17
BD approved	06-26-17
BD approved	06-04-19
BD approved	10-01-19
Revised	per 01-09-20 TA

Appendix E

Spreckels Union School District CSEA SALARY SCHEDULE						
2019-20 2% increase						
RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
4	13.37	13.90	14.46	15.04	15.64	16.26
5	13.50	14.04	14.60	15.19	15.79	16.43
6	13.64	14.18	14.75	15.34	15.95	16.59
7	13.77	14.32	14.90	15.49	16.11	16.76
8	13.91	14.47	15.05	15.65	16.27	16.92
9	14.05	14.61	15.20	15.80	16.44	17.09
10	14.19	14.76	15.35	15.96	16.60	17.26
11	14.33	14.91	15.50	16.12	16.77	17.44
12	14.48	15.05	15.66	16.28	16.93	17.61
13	14.62	15.20	15.81	16.45	17.10	17.79
14	14.77	15.36	15.97	16.61	17.27	17.97
15	14.91	15.51	16.13	16.78	17.45	18.14
16	15.06	15.67	16.29	16.94	17.62	18.33
17	15.21	15.82	16.45	17.11	17.80	18.51
18	15.37	15.98	16.62	17.28	17.98	18.69
19	15.52	16.14	16.79	17.46	18.16	18.88
20	15.67	16.30	16.95	17.63	18.34	19.07
21	15.83	16.46	17.12	17.81	18.52	19.26
22	15.99	16.63	17.29	17.99	18.71	19.45
23	16.15	16.80	17.47	18.17	18.89	19.65
24	16.31	16.96	17.64	18.35	19.08	19.84
25	16.47	17.13	17.82	18.53	19.27	20.04
26	16.64	17.30	18.00	18.72	19.47	20.24
27	16.81	17.48	18.18	18.90	19.66	20.45
28	16.97	17.65	18.36	19.09	19.86	20.65
29	17.14	17.83	18.54	19.28	20.05	20.86
30	17.31	18.01	18.73	19.48	20.26	21.07
31	17.49	18.19	18.91	19.67	20.46	21.28
32	17.66	18.37	19.10	19.87	20.66	21.49
33	17.84	18.55	19.29	20.07	20.87	21.70
34	18.02	18.74	19.49	20.27	21.08	21.92
35	18.20	18.93	19.68	20.47	21.29	22.14
36	18.38	19.11	19.88	20.67	21.50	22.36
37	18.56	19.31	20.08	20.88	21.72	22.59
40	18.75	19.50	20.28	21.09	21.93	22.81
45	19.71	20.49	21.31	22.17	23.05	23.97
50	20.71	21.54	22.40	23.30	24.23	25.20
55*	22.20	23.08	24.01	24.97	25.97	27.00

LONGEVITY: Year 7 = \$400; Year 12 = \$800; Year 15 = \$1,200; Year 20 = \$1,600;

Year 25 = \$2,000; Year 30 = \$2,400

A-F - 4% across, 1% down

Board approval 04/07/20

Appendix F

Professional Growth
Classified Personnel

Request for Course Approval

Name: _____

Date: _____

Department: _____

I request approval of the following:

1. College Course(s)
(include course number, course title, explanation of course content, date to be taken, where to be taken, number of units – semester/quarter.)

2. Adult Education:
(include course number period, course title, explanation of course content, date to be taken, name of institution.)

3. Conferences, workshops, conventions, special programs, etc.
(organization, location, duration, content.)

Employee Signature

Approved (CSEA)

Approved (District)

Denied (CSEA)

Denied (District)

Evidence of course completion: Please submit transcript or other verification of course and grade (if applicable.)

Professional Growth
Classified Personnel

Individual Record of College, Trade School, Adult Education or Other
Educational Experience

Name: _____

Growth Period: _____

Professional Growth Category	Units	Units to Date
------------------------------	-------	---------------

A. School Courses(1 per semester):
(Junior College, College, University, Trade School)

B. Adult Education (1/2 of comparable college course):

C. Other Educational Experience:

TOTAL=

SPRECKELS UNION SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #86

MEMORANDUM OF UNDERSTANDING REGARDING
CONTRACTING OUT OF MOVING SERVICES

The Spreckels Union School District ("District") and California School Employees Association, Chapter # 86 ("CSEA") hereby enter into this Memorandum of Understanding concerning contracting out for services from a moving company.

1. CSEA filed a grievance on July 2, 2003, on behalf of all affected bargaining unit members, stating that the District improperly contracted with a private company to perform services related to moving the contents of classrooms into storage. CSEA contends that the work should have been offered to classified bargaining unit members. CSEA demanded that all bargaining unit members be paid overtime for the time they would have spent had they performed the work. CSEA also demanded that the District not use the private company to move the classrooms back from storage.
2. On July 9, 2003, the District responded to the grievance, contending that the District acted properly in contracting with the private moving company for these services. ~~The District also contends that this matter was not grievable because there is no section of the Agreement applicable to contracting out.~~
3. On July 16, 2003, CSEA requested that the grievance be referred to the Superintendent for a Level II response.
4. The District and CSEA agreed to extend the grievance timelines in order to discuss a mutually beneficial resolution to the issue.
5. The District and CSEA agreed that when the District moved the classrooms back from storage, it would first offer the work to those in the classification of custodian. If the District required additional manpower to complete the move, it was agreed that the District would contract the work out to the private company of its choice. The District further agrees that, in the future, ~~it will confer with CSEA prior to contracting~~ ~~out for moving services.~~

the process outlined herein
shall be followed

6. ~~This agreement does not establish any precedent or past practice and shall not be deemed to alter the contract language.~~ *e*

Entered into this 22nd day of September, 2003.

DISTRICT

Alia Romero

Kate Andrus

Harold Keli

CSEA

*9/24/03
9/24/03
9/24/03
9/24/03
9/24/03
9/24/2003*
Suzanne Saavedra
Noreen Dimpio
Tieri Tuccia
Valerie Davis, xlp

APPENDIX H

Spreckels Union School District And California School Employees Association Chapter #86

Side Letter of Agreement

August ~~5~~²¹, 2003 *ign KO* September 24, 2003 *ign KO*

The Spreckels Union School District (District) and the California School Employees Association Chapter 86 (CSEA) have agreed to support the District in its effort to provide landscaping services at Buena Vista Middle School during a time of fiscal hardship and some unexpected urgency. This agreement is subject to the following stipulations.

1. The District will contract the landscape maintenance at Buena Vista Middle School with A & A Garcia's Landscape.
2. The maintenance contract shall be for the 2003-2004 fiscal year including a clause allowing either party to terminate the contract with a thirty-day notice.
3. The District shall notify CSEA of any additional services or fees other than those listed in the letter from A & A Garcia Landscape to Spreckels Union School District, dated July 23, 2003. (Attachment A)
4. Prior to the expiration of the contract between A & A Garcia's Landscape and the District, if the District plans to provide a position or modify a position that will be charged with landscaping maintenance tasks for Buena Vista Middle School, the CSEA will be notified of such and at the request of CSEA the negotiable matters will be discussed.

Agreed to this 24th day of September 2003 *ign KO*
by 5th day of August 2003 *ign KO*

For the District:

Handwritten signatures:
Harold Kahn
Ken Romero
Katie Andrews

For CSEA:

Handwritten signatures:
Suzanne Saunders
Aeri Tracey
Mareen O'Mara
Valerie Davis, XRR

Handwritten notes:
dip 9/24/03
b.s.
no
KO

Handwritten notes:
be no later
than 60 days
prior to the
beginning of the
2004-05 school
year

Handwritten notes:
ign KO
b.s.
dip 9/24/03
KO

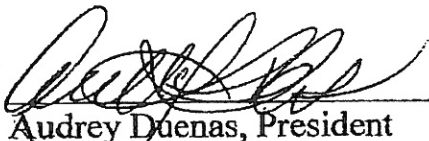
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 86
AND
SPRECKELS UNION SCHOOL DISTRICT

Memorandum of Understanding
Regarding
Substitute Pay for Spreckels School Secretary

This Memorandum of Understanding is entered into by and between the California School Employees Association, Chapter 86 and the Spreckels Union School District to establish a substitute rate of pay for Holly Philipsen,

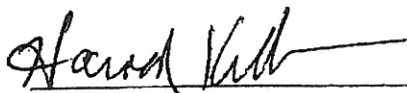
1. Due to the lack of substitutes who are trained to handle the School Secretary duties, the parties have agreed to compensate Holly Philipsen at Step E, range 31.
2. This agreement only applies when Ms. Philipsen is subbing in the position of School Secretary at Spreckels.
3. This agreement will be in effect only on those days that the permanent School Secretary is absent from her job.
4. This agreement is non-precedent setting and may not be cited as past practice.

CSEA


Audrey Duenas, President

Date 12/22/08

District


Harold Kahn, Superintendent

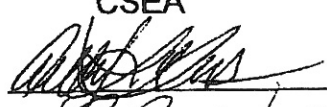
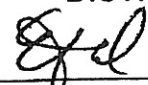
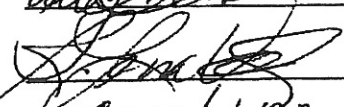

Date 12.30.2008

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 86
AND
SPRECKELS UNION SCHOOL DISTRICT**

Memorandum of Understanding
Regarding
Substitute Calling Pay

This Memorandum of Understanding is entered into by and between the California School Employees Association, Chapter 86 and the Spreckels Union School District to establish a rate of pay for Alice Montes,

1. Due to the requirement by the District to call certificated and classified substitutes between the hours of 4:30 pm and 8:30 am compensation will be made to Alice Montes in the form of a monthly stipend.
2. This stipend is payable for eleven (11) equal payments beginning August 1 through June 30 of each school year. The actual date of pay will be the same day as payroll distribution; the last working day of the month.
3. The rate of pay, effective August 1, 2010 will be \$1073.26 per month.
4. This agreement is non-precedent setting and may not be cited as past practice.

CSEA	DATE	DISTRICT	DATE
	<u>11/18/10</u>		<u>11/18/10</u>
 CSEA/LRR	<u>11/18/10</u>		<u>11/18/10</u>

APPENDIX K
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 86
AND
SPRECKELS UNION SCHOOL DISTRICT

Memorandum of Understanding Regarding
Six (6) Hour Bus Driver Position

This Memorandum of Understanding is entered into by and between the California School Employees Association, Chapter 86 and the Spreckels Union School District regarding the six (6) hour bus driver position held by Wanda Mahew.

1. A current vacancy in a two (2) hour lunch duty supervisor position at Buena Vista Middle School exists and a written letter of interest in the position has been submitted by Wanda Mahew, dated January 1, 2011.
2. Ms. Mahew currently holds a six (6) hour bus driver position. She has volunteered to reduce her assigned time in this position by two (2) hours in order to fill the vacant two (2) hour noon duty position. Due to enrollment/program changes in the current year (elimination of half day kindergarten), the District supports Ms. Mahew's request.
3. Per Education Code 45298 "employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority."
4. The District and CSEA agree that Ms. Mahew's request for a voluntary reduction in her assigned time as a bus driver, in order to fill the vacant two (2) hour lunch duty supervisor position, is due the benefit of this provision in Education Code 45298 listed above (item 3).
5. This agreement will take effect upon signature by representatives of District, CSEA and Ms. Mahew.
6. This agreement cancels the Memorandum regarding Ms. Mahew's noon bus driver work schedule dated August 31, 2010.
7. A revised Personal Order Form will be generated to reflect the new pay rate for the position(s), effective upon first day of paid status in the new positions as a four (4) bus driver and a two (2) lunch duty supervisor.
8. This agreement is non-precedent setting and may not be cited as past practice.

CSEA

DATE

DISTRICT

DATE

Attachments; Memorandum regarding Noon Bus Drive Work Schedule date August 31, 2010
Personal Order Form – Wanda Mahew, effective date _____

Appendix L
Spreckels Union School District
Employee Initiated Work Schedule Change Form

Employee Name: _____

Position/Site: _____

Current Schedule: _____

Proposed Schedule: _____

Justification: _____

Employee Signature

Date

Supervisor's

Review/Recommendation: _____

Supervisor's Signature

Date

CSEA Leadership

Review/Recommendation: _____

CSEA Leadership Signature

Date

Superintendent

Approval/Denial: _____

Superintendent's Signature

Date

Appendix M

Spreckels Union School District
and
California School Employees Association
Chapter #86

MEMORANDUM OF UNDERSTANDING

August 18, 2016

The district would like to hire Melissa Alvarez as a Special Education Instructional Aide II effective 8/22/16 under the following circumstances:

- Ms. Alvarez is interested in the position, as posted. The exception is a scheduling conflict due to a class needed to complete her bachelor's degree at San Jose State. That class is every Wednesday through 12/12/16.
- The district and CSEA believe it beneficial for the district to hire Ms. Alvarez with a modified schedule through 12/12/16.
- After this date Ms. Alvarez is available to work five days per week. Therefore, the modification is temporary.
- Ms. Alvarez is filling a position vacated in early August 2016 and is the only qualified candidate who applied during the posting.
- Ms. Alvarez is well qualified for the position.
- This agreement is non-precedent setting and may not be cited as past practice.

For the District:



District Superintendent



District Negotiator

For CSEA:



Negotiating Team member



Negotiating Team member



Negotiating Team member

Labor Relations Representative


Secretary

Appendix N

SPRECKELS UNION SCHOOL DISTRICT (SUSD)

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

CHAPTER #86

MEMORANDUM OF UNDERSTANDING

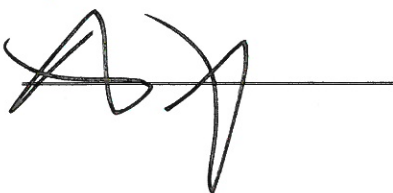
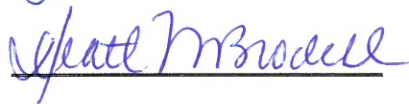
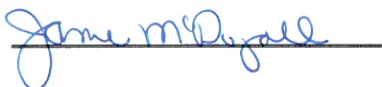
NOVEMBER 7, 2016

Effective October 24, 2016 the following position will be changed;

Food Service at Buena Vista Middle School will be reduced from a three hour and forty-five minutes (3.75) per day position to a three (3) hour per day position. This reduction is based on current workload within the position as agreed by the SUSD and CSEA.

This agreement is non-precedent setting and may not be cited as past practice.

CSEA



SUSD



Appendix O CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #86
AND
SPRECKELS UNION SCHOOL DISTRICT

TENTATIVE AGREEMENT
November 29, 2016

**ARTICLE VII
PAY AND ALLOWANCES**

- B. Regular Rate of Pay: 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 for in Appendix D **(2015-16 Salary Schedule)** which is attached hereto and by reference incorporated as a part of the Agreement. Regular pay shall include longevity. **Effective July 1, 2016, the 2015-16 Salary Schedule in Appendix D will be increased by 3%.**
- E. Special Payments:
- a. The District agrees to provide a onetime special payment of the following:
All employees will receive 2% of their annual salary based on the 2016-17 Salary Schedule.


As per the March 30, 2015 Memorandum of Understanding, the District and CSEA agree to reclassify the Lead Maintenance position to range 50 of the salary schedule effective July 1, 2016.

The District and CSEA agree to begin a comprehensive reclassification study of all classified positions in January of 2017. Completion of the study will be targeted for April 30, 2017. A joint committee will be formed consisting of 3 CSEA members and 2 district designees to complete the study and present recommendations for the 2017-18 reopener negotiations. Both parties mutually agree to negotiate the recommendations under Article VII Pay and Allowances.


The District and CSEA agree to utilize the "Employee Initiated Work Schedule Change Form" which will be attached to the Bargaining Agreement as Appendix L. The schedule change form will only be used to change start and end time for a position and not to reduce totals hours of employment.

Ratification of this Tentative Agreement closes negotiations for 2016-17.

For the District:

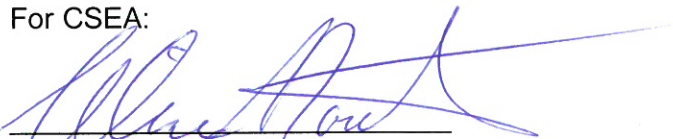


District Superintendent

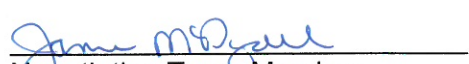


District Negotiator

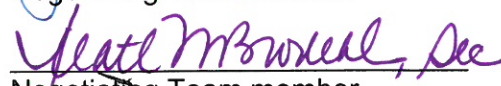
For CSEA:



Negotiating Team Member



Negotiating Team Member



Negotiating Team member



Labor Relations Representative

Appendix P

SPRECKELS UNION SCHOOL DISTRICT (SUSD)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
CHAPTER #86

MEMORANDUM OF UNDERSTANDING

DECEMBER 9, 2016

Effective December 16, 2016 the following position will be changed;

Courier (District) will be reduced from 2 hour (0.25 FTE) per day / 11 months per year position to a 2 hour (0.25 FTE) per day / 10 months per year position. This reduction is based on workload within the position as agreed by the SUSD and CSEA.

This agreement is non-precedent setting and may not be cited as past practice.

CSEA

SUSD

Appendix Q

MEMORANDUM OF UNDERSTANDING

between

Spreckels Union School District

and

California School Employees Association, Chapter

#86

January 5, 2017

Whereas the Spreckels Union School District (District) and the California School Employees Association, Chapter # 86 (CSEA) agree that having all classified positions filled with qualified employees is an essential benefit to students; and in so much the District has not been successful in filling specialized classified vacancies in the 2016-17 school year; the District and CSEA enter into the following Memorandum of Understanding effective January 11, 2017, applicable to classified hiring for the 2016-2017 school year:

1. New employees hired with a valid School Bus Driver Certificate on or after January 11, 2017 will be paid a signing bonus as follows: \$5,000 for the position of bus driver or maintenance bus driver.
2. Signing bonus payments will be made as follows:
 - \$1,250 payable on employee's first end of month regular payroll after hiring
 - \$1,250 payable on employee's sixth end of month regular payroll after hiring
 - \$1,250 payable on employee's eleventh end of month regular payroll after hiring
 - \$1,250 payable on employee's sixteenth end of month regular payroll after hiring

A payment schedule will be provided upon hiring to delineate the exact month of the year each of the four payments will be issued.

3. Employees hired under the provisions of this MOU will be required to maintain their employment status with the district to qualify for subsequent payments.
4. This Side Agreement shall not be precedent-setting or supersede any other terms in the District and CSEA bargaining agreement.
5. This MOU will expire on August 31, 2017.

DISTRICT DATE 01.12.2017

Veronica Flannery
Egwall

CSEA DATE 01.12.2017

[Signature]
[Signature]
Jane McDowell

Appendix R CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #86
AND
SPRECKELS UNION SCHOOL DISTRICT

TENTATIVE AGREEMENT
May 17, 2017

Appendix D Schedule of Classified Salary Ranges

The District and CSEA agree to reclassify the Bus Driver position to range 45 of the salary schedule effective July 1, 2017.

The District and CSEA agree to reclassify the Maintenance/Bus Driver position to range 45 of the salary schedule effective July 1, 2017.

The District and CSEA agree to reclassify the Transportation Assistant position to range 50 of the salary schedule effective July 1, 2017.

For the District:

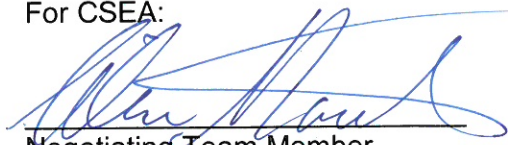


District Superintendent

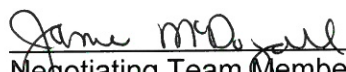


District Negotiator

For CSEA:




Negotiating Team Member



Negotiating Team Member



Negotiating Team member



Labor Relations Representative

Spreckels Union School District
CSEA SALARY SCHEDULE
2016-17 with 3% increase

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
1	12.17	12.66	13.17	13.69	14.24	14.81
2	12.30	12.79	13.30	13.83	14.38	14.96
3	12.42	12.92	13.43	13.97	14.53	15.11
4	12.54	13.05	13.57	14.11	14.67	15.26
5	12.67	13.18	13.70	14.25	14.82	15.41
6	12.80	13.31	13.84	14.39	14.97	15.57
7	12.92	13.44	13.98	14.54	15.12	15.72
8	13.05	13.57	14.12	14.68	15.27	15.88
9	13.18	13.71	14.26	14.83	15.42	16.04
10	13.32	13.85	14.40	14.98	15.58	16.20
11	13.45	13.99	14.55	15.13	15.73	16.36
12	13.58	14.13	14.69	15.28	15.89	16.53
13	13.72	14.27	14.84	15.43	16.05	16.69
14	13.86	14.41	14.99	15.59	16.21	16.86
15	13.99	14.55	15.14	15.74	16.37	17.03
16	14.13	14.70	15.29	15.90	16.54	17.20
17	14.28	14.85	15.44	16.06	16.70	17.37
18	14.42	15.00	15.59	16.22	16.87	17.54
19	14.56	15.15	15.75	16.38	17.04	17.72
20	14.71	15.30	15.91	16.54	17.21	17.89
21	14.86	15.45	16.07	16.71	17.38	18.07
22	15.00	15.60	16.23	16.88	17.55	18.25
23	15.15	15.76	16.39	17.05	17.73	18.44
24	15.31	15.92	16.55	17.22	17.91	18.62
25	15.46	16.08	16.72	17.39	18.08	18.81
26	15.61	16.24	16.89	17.56	18.27	19.00
27	15.77	16.40	17.06	17.74	18.45	19.19
28	15.93	16.56	17.23	17.92	18.63	19.38
29	16.09	16.73	17.40	18.09	18.82	19.57
30	16.25	16.90	17.57	18.28	19.01	19.77
31	16.41	17.07	17.75	18.46	19.20	19.96
32	16.57	17.24	17.93	18.64	19.39	20.16
33	16.74	17.41	18.11	18.83	19.58	20.37
34	16.91	17.58	18.29	19.02	19.78	20.57
35	17.08	17.76	18.47	19.21	19.98	20.78
36	17.25	17.94	18.65	19.40	20.18	20.98
37	17.42	18.12	18.84	19.59	20.38	21.19
40	17.59	18.30	19.03	19.79	20.58	21.40
45	18.49	19.23	20.00	20.80	21.63	22.50
50	19.43	20.21	21.02	21.86	22.73	23.64
76	25.65	26.68	27.75	28.86	30.01	31.21

current

move straight down

proposed

1.1268 12.68%
1.1843 18.43%

LONGEVITY: Year 7 = \$400; Year 12 = \$800; Year 15 = \$1,200; Year 20 = \$1,600;

Year 25 = \$2,000; Year 30 = \$2,400

A-F - 4% across, 1% down

Board approved 02/14/2017

Appendix S

SPRECKELS UNION SCHOOL DISTRICT (SUSD)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
CHAPTER #86

MEMORANDUM OF UNDERSTANDING

MARCH 19, 2019

Effective April 11, 2019 the following stipend will be paid annually to Audrey Duenas and Charlotte Conto to perform the duties of substitute caller per the enclosed job description.

Audrey Duenas: \$7,673.81

Charlotte Conto: \$4.132.05

This agreement is non-precedent setting and may not be cited as past practice.

CSEA

SUSD

James McDowell
Glenbrook
JD, UKR

Epilb
Veronica Monney

Substitute Caller

Job Description

Under the supervision of the site principal the Substitute Caller utilizes the substitute calling system (Frontline) to dispatch substitutes and fill emergency requests for substitutes for certificated and classified employees.

Duties include maintaining detailed absence information in the Frontline system as well as providing training and orientation as required. Substitute Caller stipend is paid to employees who spend time outside of their normal working hours to schedule and monitor substitutes. District will issue phones or phone number to complete work duties.

The stipend is payable in eleven (11) equal payments beginning August 1 through June 30 of each year. The stipend will be paid during the end of month payroll distribution.

The rate of pay, effective April 11, 2019, will be:

Spreckels Elementary:	\$7,673.81 annually / \$697.62 monthly
Buena Vista Middle:	\$4,132.05 annually / \$375.64 monthly

Example of Duties:

Weekly preparation:

- 1) Monitor Frontline system for absences 1 – 3 days out
- 2) If absences not filled the night before, work with Frontline system to fill
- 3) Notify principal of any issues

Daily preparation prior to absences:

- 1) Check Frontline system for upcoming absences and print out list
- 2) Provide green sign in sheets and pink time sheets for certificated subs; purple timesheets for classified subs
- 3) Print sub plans, and attendance and lunch count forms.
- 4) Provide key for classroom
- 5) Notify principal of any issues

Last minute absences:

- 1) Up through 6:30 a.m., teachers expected to use Frontline to enter absences
- 2) Sub Callers to check Frontline by 6:30 to see if there are any unfilled absences, due to last minute absences or cancellations
- 3) If unfilled, Sub Callers make calls to those showing available on Frontline system beginning 6:30 a.m. through 7:15 a.m., if necessary.
- 4) If still unfilled at 7:15 a.m., notify principal for course of action, which may include:
 - a. working with existing staff
 - b. checking with Monterey County listing of subs for new employees

Daily:

- 1) Reconcile all absences and sub assignments that are completed
- 2) Ensure that those absent with no subs are accounted for in Frontline system and reconciled

Appendix T

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #86 AND SPRECKELS UNION SCHOOL DISTRICT

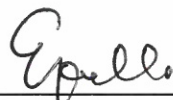
Memorandum of Understanding
May 13, 2019

Appendix D Schedule of Classified Salary Ranges

A new job description of Registrar will be added to the unit effective July 1, 2019, placed on step 55. A position equal to one (1) Full Time Equivalent will be posted immediately.

The Student and Staff Information System Analyst Specialist, placed at Range 76 will be abolished immediately.

For the District:



District Superintendent

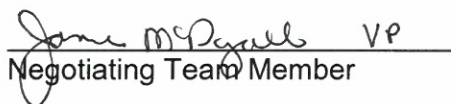


District Negotiator

For CSEA:


 Pres

Negotiating Team Member

 VP

Negotiating Team Member

Negotiating Team member


Labor Relations Representative

Jmc
W/mz

SPRECKELS UNION SCHOOL DISTRICT JOB DESCRIPTION

POSITION: Registrar

RANGE: 55

SUPERVISOR: Chief Business Official / Director of Facilities

A. PRIMARY FUNCTION

Under the general supervision of the Chief Business Official, perform a variety of complex and detailed tasks ensuring the integrity, accuracy and completeness of the student data. Responsible for work in the registration of students and in preparation and maintenance of student records.

B. ESSENTIAL FUNCTIONS/EXAMPLES OF DUTIES

Duties of this position may include, but are not limited to the following:

- Register all new students into the District's student information system
- Maintain strict security of confidential information
- Answer inquiries from parents, District personnel, and the public on District registration requirements
- Ensure compliant enrollment, program, and student demographic data accuracy and confidentiality reporting for the California Longitudinal Pupil Achievement Data System (CALPADS), English Language Proficiency Assessments for California (ELPAC), and the California Department of Public Health Immunization Branch (Shots for Schools)
- Coordinate the District's interdistrict (ID) student program; communicate ID process with parents, District personnel, and other Districts' personnel
- Prepare and maintain a variety of records, reports, and updated files with data and information related to students, schedules, classes, enrollment, courses, correspondence, withdrawals, health, attendance, immunizations, residency and assigned activities
- Distribute enrollment forms, packets and materials to students; process, collect, review, evaluate and verify the accuracy and completeness of various forms and documents; determine and verify student residency status
- Transfer all students' initial registration forms pertinent as permanent records to appropriate school site
- Utilize Microsoft Office Suites and other computer applications for a variety of documents, reports, and routine correspondences
- Compose, prepare, revise and distribute a variety of correspondence including letters, lists, labels and forms related to student information, records, courses and schedules
- Compute statistical information for various reports as necessary; assure mandated reports are completed in accordance with established time lines and requirements

D. PHYSICAL REQUIREMENTS

Incorporated within one or more of the essential functions of this position are the following essential physical requirements:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position
- Manual dexterity sufficient to write, use the telephone, computer, calculator, and office machines at required speed and accuracy
- Vision sufficient to read handwritten and printed materials, and the display screens of various office materials and equipment
- Hearing sufficient to communicate in person and hold telephone conversations in normal range
- Speaking ability in an understandable voice and sufficient volume to be heard in normal conversational distances on the telephone and addressing groups
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and to reach overhead
- Physical mobility sufficient to move about the work environment (office, district, school site to site) for sustained periods of time on hard flooring, stairs, ramps, and to respond to emergency situations
- Physical strength sufficient to periodically lift and/or carry 25 pounds of materials or supplies

E. WORKING CONDITIONS

- Indoor working environments during day hours

Board first read date: 05/07/19

Appendix U

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #86 (CSEA) AND SPRECKELS UNION SCHOOL DISTRICT (SUSD)

Memorandum of Understanding
October 29, 2019

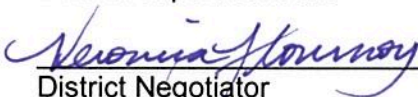
The District and CSEA enter into this Memorandum of Understanding (MOU) related to Article VIII Health and Welfare. Effective January 1, 2020 through June 30, 2020 the District will increase the maximum amount in place for paid medical benefits for the amount equal to the Municipalities, Colleges and Schools Insurance Group (MCSIG) approved rate increase above the current employee paid contribution. This one-time benefit compensation will be based on each employee's plan enrollment effective January 1, 2020.

This agreement is non-precedent setting and may not be cited as past practice.

For the District:



District Superintendent

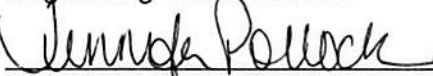


District Negotiator

For CSEA:



Negotiating Team Member



Negotiating Team Member



Labor Relations Representative

Appendix V

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #86 (CSEA) AND SPRECKELS UNION SCHOOL DISTRICT (SUSD)

Memorandum of Understanding
January 9, 2020


The District and CSEA enter into this Memorandum of Understanding (MOU) related to Article VII Pay and Allowance and Appendix D Schedule of Classified Salary Ranges. Effective January 1, 2020 the District will include the position titled Lunch Duty Supervisor to the 2019-20 Schedule of Classified Salary Range with placement on the salary schedule at Salary Range 4. All employees in the position of Lunch Duty Supervisor will be placed on Range 4, Step 1 on the salary schedule effective January 1, 2020.

This agreement is non-precedent setting and may not be cited as past practice.

For the District:



District Superintendent



District Negotiator

For CSEA:



Negotiating Team Member



Negotiating Team Member



Labor Relations Representative


Anita MacMillan

**Spreckels Union School District
And the
Classified School Employees Association, Chapter 86**

**PROPOSED MEMORANDUM OF UNDERSTANDING ABOUT
CORONAVIRUS (COVID-19) RESPONSE
May 7, 2020**

This memorandum is agreed between **Spreckels Union School District** and the **California School Employees Association and its Chapter Spreckels #86** (together “CSEA”) concerning the District’s response to the coronavirus (COVID-19) epidemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with Covid-19. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the District and CSEA agree as follows:

- 1) If the District is notified that any District student/family or District employee tested positive for COVID-19, CDC/Monterey County Health Department guidelines will be followed.
- 2) The District will continue to inform and train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus. The District and CSEA will work together to ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, employees will perform the work and grieve the assignments rather than refuse them absent evidence that the assigned task puts their own health or another’s health at risk).
- 3) In the event a CSEA bargaining-unit employee is exposed to Covid-19 is taken ill with the coronavirus, or wishes to self-quarantine for reasonable cause, the employee may use available leaves without fear of reprisal. Employees who have exhausted accrued sick leave may use extended sick leave. Employees age 65 and over shall be allowed to self-quarantine at no loss to individual leaves or pay. Similarly, those employees with medical proof (doctor’s note) of vulnerability to the virus should it be detected among students or staff at a facility will be allowed to use sick leave as liberally as possible. CSEA will notify its members of the District’s commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so.
- 4) In the event any District facility must be closed, or any District operations are curtailed due to the Covid-19 epidemic, CSEA bargaining-unit employees will not suffer any loss

of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work due to Covid-19-related closure of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such closure so long as they remain on call to provide services to the District. The District retains the right to contact employees during the closure period to direct employees to return to work as needed in order to provide services or information to the District. This paragraph will apply until the local shelter in place order is lifted.

- 5) CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to epidemic.

This MOU shall expire and be of no further force or effect on June 30, 2020 and shall not establish any precedent or past practice.

Dated: 5/7/2020

By: Eric Tarallo
Eric Tarallo, Superintendent
Spreckels Union School District

Dated: 5/7/2020

By: Heather Brodehl
Heather Brodehl, President
California School Employees Association

Appendix X

Memorandum of Understanding
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SPRECKELS
Chapter #86 TO SPRECKELS UNION SCHOOL DISTRICT REGARDING RETURN
IMPACTS AND EFFECTS ON THE CSEA BARGAINING UNIT
August 13, 2020

This memorandum is agreed between Spreckels Union School District (“District”) and the California School Employees Association and its Chapter Spreckels #86 (“CSEA”) concerning the impacts and effects of resumed District operations under post-COVID 19 conditions.

Effective July 13, 2020, schools located in counties that are on California’s Coronavirus Monitoring List must not physically open for in-person instruction until their county has come off the monitoring list for 14 consecutive days. Schools in counties that have not been on the monitoring list for the prior 14 days may begin in-person instruction, following public health guidelines. On July 28, 2020 the District’s Board of Trustees approved Phase #1 of the School Reopening Plan authorized Distance Learning for the start of the 2020-21 school year through October 9, 2020. The timeline for entering Phase #2 (hybrid model) and #3 (in-person instruction) will be determined following public health guidelines.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the District and CSEA agree as follows:

1. Safety:

The District shall provide sufficient protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.

The District shall implement a plan for ongoing supply of protective equipment.

The District shall purchase a sufficient number of no-touch thermal scan thermometers for symptom screenings.

The District shall maintain adequate school-appropriate cleaning supplies to continuously disinfect the school site in accordance with CDPH guidance.

The District shall ensure sufficient supplies of hand sanitizers, soap, hand washing stations, tissues, no-touch trash cans and paper towels.

The District agrees to provide other protective equipment, as appropriate for work assignments.

The District agrees to develop a plan to minimize access to campus, and limit non-essential visitors, facility use permits, and volunteers.

The District agrees to temporary closure and deep cleaning of site upon learning that infected persons were present at a school site.

Buses

District agrees to develop and maintain a maximum capacity seating plan for students of each vehicle while meeting six-foot physical distancing objectives.

The District agrees to:

- Ensure that drivers have access to surplus masks to provide to students who are symptomatic on bus.
- Ensure buses have adequate staffing to engage in symptom screenings and physical distancing while the bus is in motion.
- Instruct students and parents to maintain six feet distancing at bus stops and while loading and unloading.

Food Service

The District agrees to develop strategies to limit physical interaction during meal preparation and meal service (e.g. serving meals in classrooms, increasing meal service access points, staggering cafeteria use).

The District agrees to install physical barriers, such as sneeze guards and partitions at POS and other areas where maintaining physical distance of six feet is difficult.

The District agrees to modify Food Service operations in accordance with CDC recommendations for restaurants.

- Post signs on how to stop the spread of COVID-19.
- Train all employees on health and safety protocols, including correct application of disinfectants and maintaining physical distancing.
- Consider how workstations can be reorganized for proper physical distancing during meal preparation and meal service.
- Adjust employee shifts to minimize number of staff in the kitchen.
- Assess whether to serve meals in the classroom or cafeteria or to use outdoor seating.
- Provide at least six feet of physical distancing between groups or tables by increasing table spacing, removing tables, marking tables as closed, or providing a physical barrier between tables.

- Provide physical guides, such as tape on floors or sidewalks and signage on walls to ensure that students remain at least six feet apart in lines or while waiting for seating.
- Ensure cleaning of every table between groups of students or meal service times.

2. Screening of Bargaining Unit Staff

Bargaining unit members shall not be required to respond to screening questionnaire questions that are not based on CDC recognized symptoms, including but not limited to:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

3. Training on Hygiene

The District agrees to follow the CDE's hygiene training recommendations, which state:

- The District Plan to address hygiene practices (PDF) to ensure personal health and safety in school facilities and vehicles.
- In accordance with CDPH and Cal/OSHA guidance and in consultation with local public health officials, develop a plan for handwashing that includes:
 - Providing opportunities for students and staff to meet handwashing frequency guidance.
 - Ensuring sufficient access to handwashing and sanitizer stations. Consider portable handwashing stations throughout a site and near classrooms to minimize movement and congregations in bathrooms to the extent possible.

4. Reporting Unsafe Conditions

In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor. The supervisor shall, within five (5) working days, respond in writing to the employee, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.

All employees shall have the right, without retaliation, to refuse to perform work reasonably considered to be unsafe, by notifying their supervisor in writing of such refusal and the basis therefor. Employees may be directed to complete alternate work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s).

5. Employee Leave Benefits

Families First Coronavirus Response Act (FFCRA) Effective 4/1/2020 - 12/31/2020

Emergency Paid Sick Leave

- **80 hours of sick leave (2 weeks)** for full time employees (to be prorated for part time employees), not to exceed \$510/day, for a total of \$5,110.
 - This leave may be used prior to any accrued sick leave.
 - This leave may be used under the following circumstances:
 - Employee tested positive for COVID-19
 - Employee is medically quarantined
 - Employee is self-quarantined due to potential exposure (with or without symptoms)
 - Employee is experiencing symptoms and seeking a medical diagnosis

- Emergency sick leave does not carryover, and will only be awarded if one of the conditions above is met
- This leave is available immediately, regardless of how long an individual has been employed
- **80 hours of sick leave (2 weeks) at $\frac{2}{3}$ pay** for full time employees (to be prorated for part time employees), not to exceed \$200/day, for a total of \$2,000.
 - This leave may be used prior to any accrued sick/personal necessity leave
 - This leave applies under the following circumstances:
 - Employee is medically vulnerable (including persons over 65)
 - Employee is caring for COVID-19 positive immediate family member
 - Employee is on childcare leave due to child's school closure

Emergency Family and Medical Leave Act (FMLA) Expansion

FMLA expansion affects staff members who are unable to work, or work remotely, because their minor child's school or paid childcare is closed or unavailable.

- Child must be under 18 years of age
- School/Daycare closure or unavailability must be due to a COVID-19 related public health emergency
- Staff are eligible if they have been employed with SUSL for at least 30 days

The leave entitles employees:

- Up to 12 workweeks of leave.
- First 10 days are unpaid, unless the employee substitutes other paid leave, including vacation or sick leave.
- Remainder of the leave is paid at not less than $\frac{2}{3}$ pay, which shall not exceed \$200/day and \$12,000 total.

When an employee is not permitted to work due to safety screening (e.g., high temperature or positive report of key symptom), the employee will be placed on paid leave and shall receive one day's reporting pay for that day.

The employee will only return to work after testing or medical evaluation or after meeting public health guidelines for safe return to work. During this time, the employee will use leave under the Emergency Paid Sick leave. If the leave extends beyond ten days or Emergency Paid Sick Leave is exhausted then employee will use their own sick leave. In the event of a delay in test results beyond 10 days, the District will extend the Emergency Paid Sick Leave up to 3 days.

Employees may use their available accrued balance of existing leave, up to 7 days of personal necessity leave or vacation leave to address a childcare provider or school emergency affecting their children. Upon exhaustion of such leave Reasonable

Accommodations as determined by the District through the Interactive Process will determine the employee's work status.

If it is determined the employee contracted Covid-19 while working at a District site the workers' compensation reporting process will be followed. The employee will be provided leave as outlined in Article XI, Leaves, D. Industrial Accident and Illness Leave, of the collective bargaining agreement.

6. Return Personnel

The District and CSEA agree that CSEA bargaining-unit employees shall be required to report to work at their regularly assigned site for the 2020-21 school year per the enclosed Classified Work Schedule.

The District will provide CSEA bargaining-unit members telecommuting with all of the equipment needed to perform their assigned duties while telecommuting (working from home).

Per California Education code §44032 which requires that employees be reimbursed for reasonable expenses incurred while performing work related duties. Expenditures must be pre-approved by each employee's supervisor.

CSEA bargaining-unit employees who are telecommuting may be required to report to work at a District site periodically. The District shall notify anyone telecommuting that they are required to report to work at a District site at least three (3) business days before the date of return.

While telecommuting (working from home) CSEA bargaining-unit employees are expected to be available during their normal designated working hours.

The District agrees that District Administrators/Managers/Supervisors shall not contact CSEA bargaining-unit employees outside of their normal designated working hours. If a District Administrators/Managers/Supervisors does contact a CSEA bargaining-unit employee outside of their normal designated working hours that shall be considered as "Call-Back" per the current Collective Bargaining Agreement and the CSEA bargaining-unit employee will be compensated appropriately.

While CSEA bargaining-unit employees are expected be working and available during their normal designated working hours, no CSEA bargaining-unit employee will be expected to answer every phone call received. However, CSEA bargaining-unit employees are expected to return phone calls received within a reasonable amount of time (24-hours not counting weekends or holidays).

While CSEA bargaining-unit employees are expected be working and available during their normal designated working hours, no CSEA bargaining-unit employee will be expected to immediately answer every email received. However, CSEA

bargaining-unit employees are expected to return emails received within a reasonable amount of time (24-hours not counting weekends or holidays).

7. Workload

To address the increased workload to employees the district agrees to the following:

- No staff will be disciplined due to workload issues
- Employees will be provided a written schedule, negotiated by the parties, with tasks outlined, including breaks and lunch periods by August 15th, 2020
- Employees will be provided an opportunity to give direct feedback to their supervisor on a daily basis regarding workload concerns

8. Work Hours

The parties agree bargaining unit employees shall be required to report to work per the enclosed Classified Work Schedule during Phase #1 of the District's School Reopening Plan. Revised schedules will be mutually developed upon entry into Phase #2 and Phase #3.

9. Duties

The District shall maintain specific plans on how to follow CDC and County Office guidelines with current staffing levels or added positions.

The District and CSEA acknowledge that California Education Code §45101(a) and §88001(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description.

Examples of additional duties that may be required include:

- Noon Duty Supervisors may be asked to telework and provide support to Google Meets classrooms
- Bus Drivers may be asked to perform cleaning and organization in District Office storage areas, staff lounge and mail room
- Bus Drivers may be asked to help with distribution of lunch or assistance the custodial/maintenance department with minor cleaning projects
- Instructional Aides may be asked to telework and provide support to Google Meets classrooms

All additional duties will be determined collaboratively with the employees' supervisors.

The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated.

The District agrees to develop and provide staff training or utilize state-provided training regarding the following topics:

- Disinfecting frequency and tools/chemicals used in accordance with the [Healthy Schools Act](#), [CDPR guidance](#) and Cal/OSHA regulations.
- For staff who use hazardous chemicals for cleaning, specialized training is required.
- Physical distancing of staff and students.
- Symptom screening, including temperature checks.
- Updates to the Injury and Illness Prevention Plan (IIPP).
- State and local health standards/recommendations.


Other forms of leave: Employees who have exhausted accrued sick leave may use extended illness leave as outlined in Article XI. F. Extended Accident or Illness Leave.

10. No loss of pay during COVID-19 related closures or curtailments: In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment.

11. CSEA support for full funding: CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to epidemic.

12. Accommodation

The District explicitly acknowledges that the interactive process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.

The District agrees to protect and support staff who are at higher risk for severe illness (medical conditions that the CDC says may have increased risks) or who cannot safely distance from household contacts at higher risk by providing options such as telework or negotiated change in classification or duties.

If reasonable accommodations are not practicable, the LEA should work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee's earned leave.

The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

The District agrees to initiate the interactive process for employees whose physician designates them as "high risk" or "vulnerable" as related to exposure to COVID-19.

The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:

- Providing additional or enhanced personal protective equipment (PPE);
- Placing physical barriers to separate the vulnerable employee from coworkers or the public;
- Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
- Moving the employee workstations.

13. Information and Further Negotiation: The District will share with CSEA all new information it receives from local health authorities about COVID-19 epidemic. The District will inform CSEA, in writing, prior to any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety.

14. Compliance with further governmental orders: The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit employees, and will bargain as needed over the effects of such further directives.

15. Violations of Agreement: Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance and arbitration provisions of Article 16, of the CBA, except as follows:

- The definition of a grievant: Only CSEA can be the grievant, not an employee.
- The definition of a grievance: A “grievance” does not require CSEA to be “adversely affected” in order for a grievance to be filed regarding an alleged violation, misapplication or misinterpretation of a provision of this Agreement.
- After attempting to resolve the grievance through an informal grievance resolution meeting between CSEA and the District, if the grievance is not resolved, CSEA may move the grievance immediately to the final step of the grievance process.
- CSEA and the District agree that any alleged violation, misinterpretation, or misapplication of the terms of this MOU is time sensitive and therefore shall be resolved in expedited arbitration before an arbitrator mutually agreed upon by CSEA and the District.
- Arbitration shall be scheduled within twenty (20) working days once the request for arbitration has been submitted, unless a different timeline is mutually agreed upon by CSEA and the District.

☐ The Arbitrators decision on any grievance filed on an alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be final and binding upon CSEA and the District.

Duration of Agreement: This agreement shall remain in effect through June 30, 2021.

Dated: 9/2/2020

By: Gull
For District

Dated: 9/2/2020

By: Glenn Morrison

Dated: _____

By: _____

For California School Employees Association

**California School Employees Association (CSEA), Chapter 86
and
SPRECKELS UNION SCHOOL DISTRICT (District)
Side Letter of Agreement
September 15, 2020**

August 16, 2020, the Governor of California declared a State of Emergency due to the extreme heat event which began on August 14, 2020. The weather event included widespread lightning strikes, sparking fires throughout the State, including Monterey County resulting in the River Fire.

Because of the River Fire, the District, in concurrence with the Monterey County Office of Education, delayed the start of the 2020-21 school year until Monday, August 31, 2020.

This decision resulted in the loss of eight (8) instructional days. The District will submit form J-13A, Request for Allowance of Attendance due to Emergency Conditions, to the California Department of Education requesting approval of attendance and instructional time credit for three (3) of these lost instructional days. The remaining five (5) days will be recaptured by revising days designated as school recess days on the current District calendar. The following days will become instructional days:

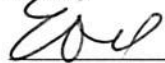
Monday, November 23, 2020 (asynchronous teaching day)
Tuesday, November 24, 2020 (asynchronous teaching day)
Monday, January 4, 2021 (asynchronous teaching day)
Monday, April 5, 2021 (asynchronous teaching day)
Thursday, June 10, 2021 (synchronous teaching day)

The revised 2020-21 School Calendar is enclosed for reference and will be presented for approval by the Board of Trustees on October 6, 2020.

This Side Letter of Agreement shall not be precedent-setting or supersede any other terms in the District and CSEA bargaining agreement.

This Side Letter of Agreement will expire on June 30, 2021.

District



Eric Tarallo, Superintendent

CSEA



Heather Brodehl, President

Appendix Z

**California School Employees Association (CSEA), Chapter 86
and
SPRECKELS UNION SCHOOL DISTRICT (District)
Side Letter of Agreement
October 26, 2020**

Effective October 29, 2020, Miguel Hernandez will be assigned to the following schedule as Lead Custodian at Buena Vista Middle School:

Monday – Friday, 7:00 AM - 4:00 PM. This schedule includes a 60 minutes lunch and 2-15 minute breaks.

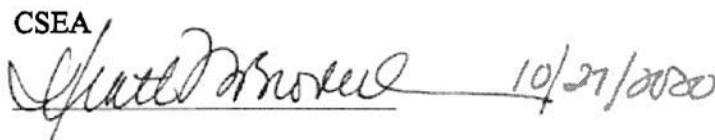
This revised schedule will expire June 30, 2021 or sooner in the event that the job descriptions and work schedules of Lead Custodian and Custodian 1 are revised and updated to align to current District needs. Any revisions will be mutually agreed upon by the District and CSEA.

District



Eric Tarallo, Superintendent

CSEA



Heather Brodehl, President

