# COLLECTIVE BARGAINING AGREEMENT

# **BETWEEN**

# CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #233

**AND** 

JEFFERSON ELEMENTARY SCHOOL DISTRICT

JULY 1, 2022 – JUNE 30, 2025

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#### **PREAMBLE**

This Agreement is entered into this 1st day of July, 2024, by and between the California School Employees Association and its Jefferson School District Chapter #233 (hereinafter collectively referred to as "the Association") and the Governing Board of the Jefferson Elementary School District (hereinafter referred to as "the District").

#### **ARTICLE 1 -- RECOGNITION**

- 1.1 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 and through 3549 of the Government Code (hereinafter referred to as "the Act") and covers those employees employed in positions in the appropriate employee unit certified by the Public Employment Relations Board in Case No. SF-R-293 on March 11, 1977. The Association is hereby recognized as the exclusive representative for those employees employed in the above-referenced unit with respect to the scope of representation as defined in Section 3543.3 of the Act.
- 1.2 The appropriate classified employee unit is as follows: All permanent classified employees, managerial employees, supervisory employees and confidential employees. The following positions are specifically excluded from the unit: Assistant Superintendent of Human Resources, Assistant Superintendent of Business Services, Director of Maintenance and Operations, Director of Fiscal Services, Technology Coordinator, General Manager of Food Service Operations, Administrative Assistant to the Assistant Superintendent/ Human Resources, Administrative Assistant to the Director/Instruction/Pupil Services, Secretary to the Superintendent, and the Classified Personnel Specialist.
- 1.3 The Association, in turn, recognizes the Governing Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of the Act. Both parties agree that no attempt to negotiate will occur outside the recognized collective bargaining process.

#### **ARTICLE 2 -- ORGANIZATIONAL RIGHTS**

2.1 The Association shall have the right to be supplied with copies of each "Personnel Status Report." Copies will be sent to the Association Chapter President and the Association Field Representative.

# 2.2 Distribution of Contract

Within forty-five (45) days after the execution of this Agreement, the District shall print or duplicate and provide without charge a copy of this Agreement to every bargaining unit member. Any employee who becomes a member of the bargaining unit during the term of this Agreement shall be provided with a copy of this Agreement by the District,

without charge, at the time of employment. Each bargaining unit member shall be provided by the District, without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

# 2.3 **Bargaining Unit Information**

Once a month the District shall provide the CSEA President the following information for all bargaining unit members hired in the previous month: employee's name, classification, hire date, worksite, district email address, cell or home phone number (if available), and personal email address (if available). CSEA will maintain the privacy of the employee's information.

# 2.4 New Employee Orientation

2.4.1 On the last Friday of each month, the CSEA President or designee or the CSEA Site representative may arrange 20 minutes of release time at each work site to present new employee orientation to new bargaining unit members. CSEA shall schedule this release time with the site administration at each site. No single CSEA employee may be released for more than 60 minutes on any single day.

#### ARTICLE 3 -- EMPLOYEE RIGHTS

# 3.1 Personnel Files

The District shall maintain, at the District Office, only one official personnel file for each unit member. Unit members shall have access to their files at reasonable times in order to inspect such files, except for those items which are excluded from such examination by provisions of the Education Code 44031. Such reasonable access shall include the right to obtain copies at cost for documents contained therein, and the right to examine, without loss of pay, provided the normal operation of the District is not impaired.

# 3.2 Adverse Action

Information which might result in adverse action or a negative evaluation will not be placed in the personnel file until the unit member has been:

- **3.2.1** Provided with notice and reasonable opportunity to review the information;
- **3.2.2** Accorded the opportunity to prepare a written response which shall be attached to the information; and
- **3.2.3** Provided with a reasonable opportunity to confront any adverse witnesses who are the source of the information.

# 3.3 Access to Personnel File by Others

Access to a unit member's personnel file by persons other than the unit member shall be for legitimate District purposes, and shall be limited to those individuals authorized by the Superintendent or the unit member. All written materials placed in a personnel file shall designate the author of the document, the date of the drafting of the document, and the date of placement in the file. Any person, other than the Personnel Department staff, who reviews the file shall affix his/her signature to the file log designating the date of the review.

#### **ARTICLE 4 -- MANAGEMENT RIGHTS**

It is agreed that the District possesses all rights, powers, privileges and authority it had prior to the execution of this Agreement and nothing in this Agreement shall be construed to limit the District in any way in the exercise of the regular and customary functions of management and administration in the operation of the District except as may be specifically relinquished or modified herein by an express provision of this Agreement.

#### **ARTICLE 5 – WAGES**

The salary schedule is included in Appendix B to this agreement.

5.1 The District shall place a two percent (2%) ongoing salary increase on the classified salary schedule for all unit members effective July 1, 2024.

# 5.2 **Longevity**

The longevity plan is included in Appendix E. Longevity pay for less than full-time unit members shall be prorated to the number of hours per day and months per year the unit member is assigned.

#### ARTICLE 6 -- HEALTH AND WELFARE BENEFITS

Benefits are available to any permanent bargaining unit employee working four (4) hours or more (all groups including but not limited to AFT and CSEA) and unrepresented personnel as approved by the Governing Board, for health and welfare benefit increases under the following proposal. Increases under the proposed language would be paid out of this special fund until depleted. Prior to depletion of this special fund, the parties agree to negotiate in good faith a new agreement to address health and welfare benefit costs. Absent such an agreement, benefit caps will revert to those specified in Article 6.1.

# 6.1 Medical Dental

a) All District monthly contributions will be based on the Kaiser Traditional/High plan. The District will contribute 100% of the cost of this plan for employee-only coverage.

The District's medical and benefits caps will be as follows:

- Employee Only Plans at Kaiser Traditional/ High Plan: 100% (2025 valued at \$ 975.74)
- Employee Plus One: \$1,057.76
- Employee Plus Two or more (Families): \$1,471.22
- b) The District proposes paying 80% of the premium increases of the employee plus one and employee plus family (Based on the Kaiser Traditional/High plan) through the use of the Special Fund on an on-going basis until the Special Funds are depleted. UnitedHealth Care and Sutter Health contributions will only increase when Kaiser District contributions exceed District contributions to UnitedHealth Care and Sutter Health.

Effective July 1, 2024, the District's monthly contributions (not cap) to all plans for coverage period January 1, 2025 through December 31, 2025 are as follows:

• Employee Only: \$975.74

• Employee Plus One: \$1,581.45

• Employee Plus Two or more (Families): \$2,211.75

Employees may elect through open enrollment to apply these contribution amounts towards other available medical plans.

When the Special Funds are depleted, the District's monthly contribution amounts will revert to the caps listed above.

The District's monthly contribution to Dental Insurance shall remain the same.

#### **6.1.2 DENTAL**

The District's maximum contributions toward dental benefit premiums shall be \$135.89 per month, effective with the April 30, 2007 paycheck, and a three-tiered cap shall be established. This shall remain in effect unless the parties mutually agree to modify it during future negotiations. If negotiations are not completed prior to any premium changes for the dental premium, the District may implement payroll deductions to cover any increases beyond the above-referenced contribution.

Open enrollment is held annually during the months of October and November. The District may request an additional open enrollment period if needed.

# 6.2 <u>Life Insurance</u>

The District shall provide all eligible bargaining unit employees the current \$10,000 life insurance, \$10,000 accidental death and dismemberment insurance, as well as contributory supplemental life insurance options. Upon execution of this Agreement, the District shall pay the following monthly contribution per eligible unit member:

\$1.75 per month – employee only

# 6.3 **Group Disability**

The District shall provide all eligible bargaining unit employees the sick leave coordinated group disability insurance plan underwritten by Washington National Insurance Company or its equivalent. Upon execution of this Agreement, the District shall pay the following monthly contribution per eligible unit member:

\$4.20 for 10 months - employee only \$3.50 for 12 months - employee only

# 6.4 Health Insurance Continuation for Retirees

- **6.4.1** The District will pay for retirees the medical and dental insurance premium caps at the premium cap in existence at the time of retirement from the District, as long as the following provisions are met:
  - **6.4.1.1** The unit member is at least fifty-five (55) and has qualified for retirement under PERS.
  - **6.4.1.2** The unit member was continuously employed by the District for ten (10) years immediately prior to retirement.
  - **6.4.1.3** The unit member was eligible for medical insurance while in active employment in the District.
  - **6.4.1.4** The retiree forwards to the District the difference between premium costs at time of retirement versus premium costs at the time payment is due.
- **6.4.2** The District will pay the aforementioned premiums for the retiree only for a period not to exceed ten (10) years or until such time as the retiree reaches age sixty-five (65), whichever comes first.

6.4.3 Once a unit member elects to retire under this option, the benefit shall be vested and will not thereafter be reduced. However, if the net cost of this program exceeds the net savings to the District due to turnover and replacement, the District shall not be required to add any persons to the program after the end of the fiscal year in which the costs are exceeded.

# 6.5 **Special Provisions**

- **6.5.1** Unit members, who are granted leave without pay, will be provided insurance coverage for a period not to exceed one full calendar month.
- **6.5.2** A dependent spouse, who has already qualified for Kaiser/Anthem Blue Cross medical coverage, will have the increase in premium caused by Medicare eligibility paid for by the District.

# 6.6 Cash in Lieu of Benefits

Employees may exercise the option of cash in lieu of benefits in the amount of \$150 per month for 12-month employees and \$180 per month for 10-month employees. Employees have the option of re-enrolling into a medical plan pursuant to the rules of the insurance carrier.

#### ARTICLE 7 -- HOLIDAYS

- 7.1 The District and the Association agree to the holiday schedule as shown in Appendix D to this Agreement.
- 7.2 Unit members are entitled to two (2) Floating Holidays per school year in lieu of Admission/Indigenous People's Day provided that:
  - 1. Permission is sought by the employee and granted by the supervisor five (5) work days prior to the taking of such holiday; and
  - 2. New regular employees earn the two floating holidays upon completion of the probationary period (defined as 130 working days).
  - **3.** An employee may accumulate up to four (4)

# 7.3 <u>Minimum Days</u>

The District shall grant four (4) minimum days to all instructional assistant classifications listed in Appendix B, with the exception of extended day care program assistant and employees employed in After School Programs. Eligible employees shall be allowed to leave fifteen (15) minutes after the final bell on the following minimum days without loss

of pay: the Friday before Memorial Day, the last day before the Winter Break, the last day before Spring Break, and the last day of the school year.

#### ARTICLE 8 -- HOURS AND CONDITIONS OF EMPLOYMENT

# 8.1 Workweek

The workweek shall consist of five (5) consecutive days, Monday thru Friday, of seven and one-half (7-1/2) hours per day and thirty-seven and one-half (37-1/2) hours per week for clerical and paraprofessional unit members, and eight (8) hours per day and forty (40) hours per week for food service, maintenance, informational technology and custodial unit members. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District except as provided for in Section 8.2.

# **8.1.1** Unscheduled Closure

If a work site closes due to circumstances outside of the District's control (e.g. loss of power, unhealthy air quality, etc.), within 5 work days of either party's request, the parties agree to negotiate the effects and impacts of the closure on subjects within the scope of representation.

# **8.1.2** Professional Development Day

Effective with the 2016-2017 school year, the District shall continue the one additional paid work day added to the work year of all employees who work fewer than twelve (12) months per year. Ten (10) month Central Kitchen employees shall begin work two days before school starts and all other ten (10) month employees shall begin work one day before school starts. Appendix B (Salary Schedule) of this Agreement shall be updated by the parties to indicate the length of each classification's work year.

# 8.2 Summer School Classified Hiring Process

- **8.2.1** Employees who apply by the closing date in the summer school announcement will be given first consideration. Employees may request the site where they would like to be placed on their letter of interest. Posting shall be the month of April (4/1-4/30).
- **8.2.2** Employees who are in the same classification as the available summer school positions shall be employed on a classification seniority basis.
- **8.2.3** Employees who are "resident" (the school in which they work is being used as a summer school) shall be appointed to a position at their resident school.

- **8.2.4** The balance of vacant positions shall be selected by employees in the same classification in order of seniority.
- **8.2.5** If there are fewer applicants in the same classification than there are available summer school positions, employees in other classifications as ranked below will be selected in order of seniority.

Special Education Aide Library Technician School Administrative Assistant

Instructional Tech	Library Technician	Attendance Tech
Instructional Aide	Office Assistant II	Office Assistant II
Bilingual Aide	Office Assistant I	Office Assistant I
Preschool Aide		
Physical Education Aide		
Campus Supervisor		

- **8.2.6** If there are an insufficient number of employees applying to fill the available positions under Item 8.2.5 above, then employees who are members of the bargaining unit will be interviewed and selected by the summer school principal.
- **8.2.7** Special Circumstance Instructional Assistants shall be placed with their special circumstance student without regard to seniority or resident school status.
- **8.2.8** APPLE employees who apply will be limited by the CalPERS 1,000-hour rule.

# 8.3 Overtime

Except as otherwise provided herein, all overtime hours defined in this section shall be compensated at the employee's choice of compensatory time off or cash at a rate of pay equal to time and one-half the regular rate of pay of the unit member. Overtime is defined to include any time required and pre-approved by the supervisor to be worked in excess of seven and one-half (7-1/2) hours in any one day and in excess of thirty-seven and one-half (37-1/2) hours in any calendar week for clerical and paraprofessional unit members, and in excess of eight (8) hours in any one day and forty (40) hours in any calendar week for food service, maintenance, and custodial unit members.

- **8.3.1** All hours worked on the sixth or seventh day following the commencement of the workweek shall be compensated as compensatory time off or cash at one and one-half  $(1-\frac{1}{2})$  times the regular rate of pay.
- **8.3.2** All unit members that are required to work on paid holidays shall be compensated in compensatory time off or cash for the holiday plus an additional one and one-half  $(1-\frac{1}{2})$  times the regular rate of pay.

- **8.3.3** Compensatory time off in lieu of cash compensation may be accumulated up to a maximum of ten (10) hours at any one time at the option of the unit member working overtime. Such compensatory time off shall be granted within twelve (12) calendar months following the month in which the over-time was worked without impairing the services rendered by the District.
- **8.3.4** Unit members needed for overtime shall receive advance notice of at least four (4) hours, except in circumstances where the events causing the need for overtime could not reasonably be foreseen. A unit member may refuse overtime, provided the District maintains the right to assign the overtime to the least senior person who is qualified to do the work required for overtime.

# 8.4 Workday

- **8.4.1** The length of the workday shall be designated by the District for each classified assignment, including part-time assignments, which shall have a fixed and ascertainable minimum number of hours for each week.
- **8.4.2** When a unit member works an average of thirty (30) minutes or more per day in excess of the regular assigned hours for that position for a period of twenty (20) consecutive working days or more, the hours for that position will be adjusted upward to reflect the longer hours for that position.
- **8.4.3** When additional hours are assigned to a position in excess of twenty (20) consecutive days on a regular basis, the position shall be offered to the unit members in the appropriate classification on the basis of bargaining unit seniority.

# 8.5 Lunch Periods

All full-time unit members covered by this Agreement shall be entitled to an uninterrupted lunch period unless prevented by an emergency situation.

# 8.6 Rest Periods

All unit members shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per three and three quarters (3-3/4) hours worked or major fraction thereof. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay.

# 8.7 <u>Unscheduled Call Back Time</u>

Any unit member called back to work after completion of his/her regular assignment shall be compensated for a minimum of two (2) hours at the overtime rate, if eligible, irrespective of the actual time less than that required to be worked.

# 8.8 Mileage

A unit member required to use his/her personal vehicle during the performance of regularly assigned duties shall be reimbursed by the District for the use of the said vehicle at the current IRS mileage rate.

# 8.9 Field Trips

- **8.9.1** Unit members assigned to work a field trip shall be reimbursed for all business expenses incurred including but not limited to admission fees, mileage, transit fees, tolls and the like.
- **8.9.2** On field trips where the unit member is unable to observe his/her uninterrupted, duty free lunch period, he/she shall be compensated at the appropriate rate of pay for the time worked.

# 8.10 Standby Time

The District will pay a unit member who is required to standby for weekend or holiday duty a minimum of \$35.00 per day for each day required. In addition, the unit member will be compensated at the regular overtime rate of pay for each call.

# **8.10.1** Alarm Runner Compensation

Irrespective of Section 8.2, Alarm Runner Compensation shall be as follows:

# **8.10.1.1** Standby Time

Alarm Runners will receive \$35.00 per day for each day assigned.

# **8.10.1.2** Alarm Run

A minimum of one hour at 1.5 times the employee's hourly rate will be paid for each alarm run.

When an alarm run exceeds one hour, the employee will be paid the actual time spent on a call at 1.5 times the employee's hourly rate of pay.

# 8.11 Employees Working Out of Classification

**8.11.1** A unit member working out of class for a period exceeding three (3) working days A unit member working out of shall receive a salary adjustment to the step of the salary range for the temporary class which will give him/her not less than a five percent (5%) increase. The salary adjustment shall be made for each day the unit member is working in a higher classification

**8.11.2** If a unit member is substituting in a lower classification, then the unit member shall retain the higher regular rate of pay.

#### ARTICLE 9 -- LAYOFF PROCEDURES AND SENIORITY

# 9.1 General Provisions

- **9.1.1** Nothing in the provisions within this article shall be construed in any manner as diminishing the rights reserved to the District concerning layoffs as set forth in Article 4, Management Rights, of this Agreement.
- **9.1.2** These provisions shall apply only to those classified employees defined in Article 1, Recognition of this Agreement.

# 9.2 **Layoff Procedures**

- 9.2.1 Unit members shall be subject to layoff for lack of work or lack of funds. Whenever a unit member is laid off, the order of layoff within the class shall be determined by length of service. The unit member who has been employed the least amount of time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff. "Layoff for lack of funds" or "layoff for lack of work" includes any reduction in hours of employment or assignment to a class or grade lower than that in which the unit member has permanence, voluntarily consented to by the unit member, in order to avoid interruption of employment by layoff.
- **9.2.2** For purposes of this provision only, the term "class" and "higher classes" shall refer to those classifications listed in the salary schedule attached as "Appendix B" to this Agreement, in which the unit member has permanent status.
- **9.2.3** When a vacancy exists, a unit member may take a voluntary demotion or voluntary reduction in assigned time in lieu of layoff, provided that such unit member is tested and qualified to perform the duties of the position, and provided further that the District approves such demotion or reduction in time. Such approval shall not be withheld by the District for arbitrary or capricious reasons.

# 9.3 Seniority

**9.3.1** For the purposes of this section, "length of service" means date of hire within classification, plus higher classes, but does not include non-military leave, unpaid illness, unpaid industrial accident leave or time served prior to entering into a probationary or permanent status except in restricted positions.

- **9.3.2** No seniority credit shall be earned during periods of separation from the service of the District, including layoff status and suspension without pay as a result of disciplinary action.
- **9.3.3** In the case of two (2) or more unit members having identical seniority, the Personnel Commission shall determine the order of seniority by the following procedure:
  - **9.3.3.1.1** The unit member having the highest ranking on the eligibility list at the time of hire shall be deemed to have greater seniority.
  - **9.3.3.1.2** In the event the eligibility list ranking does not break the tie, lots shall be drawn by the unit members concerned at a public meeting of the Personnel Commission.

The order of seniority once determined by the above procedure shall be permanent and shall be entered upon the permanent records of the District. The Assistant Superintendent of Human Resources is authorized, and it shall be his/her duty to correct any errors discovered from time to time on the records showing the order of seniority. The eligibility list ranking and/or the drawing procedures and entry onto the order of seniority shall be conducted by the Personnel Department staff under the direction of the Assistant Superintendent of Human Resources.

- **9.3.4** The seniority list shall be prepared and posted based on seniority showing the employee name and date of hire.
- 9.3.5 The seniority lists shall be posted at the end of each fiscal year, and at least two (2) weeks prior to the effective dates of any layoff if a layoff occurs at any time other than the end of a school year. The Association, President, or his/her designee, shall receive a copy at the time of posting.

# 9.4 Notice of Layoff

- 9.4.1 When, as a result of the expiration of a specially funded program, unit member positions must be eliminated, the unit members to be laid off shall be given written notice no less than sixty (60) days prior to the effective date of the layoff. Unit members who will be subject to layoff for lack of funds, shall be given written notice on or before March 15, informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights.
- **9.4.2** The District shall notify CSEA prior to the Board taking action on such layoffs. CSEA shall have the right to consult with the District during the period following

notice to CSEA and prior to the issuance of final layoff notices by May 14. The District and CSEA will utilize this period to review seniority lists and work through bumping progressions with the intent to give final layoff notices to only those employees who will be experiencing a layoff.

- **9.4.3** Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by the aforementioned subsections.
- **9.4.4** The layoff notice shall contain: a statement of the effective date of layoff, a statement of "bumping," re-employment and unemployment benefits rights, a statement of seniority posting information, and advertisement of the right hearing as set forth in Education Code 45117, and the reason for the layoff.
- **9.4.5** Time served in a classification plus higher classifications counts as seniority for purposes of layoff. Probationary time, even if permanent status was not obtained, counts as long as reason for change of status was for transfer or promotion. Time served as a substitute, provisional, and/or limited term assignment is not counted.
- 9.4.6 An employee who has been employed the least amount of time in the same classification, plus higher classifications, shall be laid off first. This laid-off employee may displace/bump the least senior employee in the same classification with equal hours. If no equal hourly assignment exists then the laid-off employee may bump the least senior employee in the same classification whose lesser number of hours most closely approximates the laid-off employee's current assignment.
- 9.4.7 Or, said employee may elect to bump into a classification formerly served, bumping the least senior employee whose number of hours are equal to the number of hours that the senior employee was assigned within the former classification. If no equal hourly assignment exists within the former classification, then the employee may bump the least senior employee in that classification whose lesser number of hours most closely approximates the employee's former hours assigned within that classification.
- **9.4.8** 'Hours' is defined to be full time equivalent (FTE) in a day/week/month/year. Employees can bump for equal or lesser hours/FTE.
- **9.4.9** Re-employment shall be based on classification and seniority but in reverse order of layoff, the most senior laid-off employee re-employed first. It is further agreed that laid-off employees on the re-employment list who are qualified and on an eligibility list in the classification where they have not been employed, are entitled to re-employment in those other classifications in preference to new

- applicants, provided the District and Commission are aware of the laid-off employee's interest and of those qualifications.
- **9.4.10** A rejection of a re-employment offer must be for the same classification and hours/FTE for it to be considered a rejection.

# 9.5 Re-employment and Other Rights

- **9.5.1** Unit members laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. In addition, such unit members laid off have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months.
- 9.5.2 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as unit members laid off and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the class shall still apply. The Personnel Commission shall make the determination of the specific eligibility period for re-employment on a class-by-class basis.
- 9.5.3 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in their former class or to positions with increased assigned time as vacancies become available, without limitation of time. If there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.
- 9.5.4 A unit member may refuse an offer of re-employment to a specific position for which eligible; however, refusal of three (3) offers of re-employment to the classification from which laid off shall automatically cause removal from the list, and the loss of any re-employment rights. The offer of re-employment shall be mailed by U.S.P.S. certified mail or hand delivered to the unit member. The unit member shall provide the District with his/her most current mailing address. The unit member must respond within five (5) working days from date which offer is received.
- **9.5.5** A unit member laid off from the District may maintain, at the unit member's option, the health and welfare benefits for a period of three (3) months from the last date of paid status, provided the laid off unit member pays the District for the full cost of the benefit premiums.

- **9.5.6** Whenever a layoff occurs, subsequent vacancies within a classification affected by the layoff shall be filled first by transfer (Article 12), then from the reemployment list, and then through promotion and/or competitive examination.
- **9.5.7** If the District utilizes substitutes, individuals who have been laid off shall be used as substitutes in preference to outside individuals if such laid-off unit members request placement on the substitute list.

# 9.6 Retirement In Lieu of Layoff

Notwithstanding any other provision of law, any unit member who was subject to being, or was, in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate re-employment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If the unit member is subsequently subject to re-employment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

# **ARTICLE 10 -- ORGANIZATIONAL SECURITY**

# 10.1 Checkoff

The Association shall have the sole and exclusive right to have membership dues, deducted from employees in the bargaining unit who are members of CSEA by the District. The District shall, upon written authorization from any unit member, deduct and make remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other legally authorized purposes jointly approved by the Association and the District.

# 10.2 <u>Dues Deduction</u>

The District shall deduct, in accordance with the CSEA dues schedule submitted to the District, dues from the wages of all members of the bargaining unit who are members of CSEA on the date of the execution of this Agreement, or who become members thereafter upon notification from CSEA. The District shall forward such sums to the Association.

- **10.2.1** District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join).
- **10.2.2** The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA.

- 10.2.3 The District's managers, supervisors and confidential employees shall be neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- **10.2.4** The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- **10.2.5** There shall be no charge by the District to CSEA for regular membership dues deductions.

# 10.3 Hold Harmless Clause

CSEA shall defend, indemnify, and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein. The District shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

#### ARTICLE 11 -- LEAVES OF ABSENCE

# 11.1 Personal Necessity

- **11.1.1** The District shall grant personal necessity leave under the following conditions:
  - 11.1.1.1 Death of a member of a unit member's immediate family when additional leave is required beyond that provided for in Section 11.4, Bereavement Leave.
  - 11.1.1.2 Accident or illness involving a unit member's person or property, or the person or property of a member of his/her immediate family.
  - 11.1.1.3 Appearance in court or before any administrative tribunal as a litigant, party or witness under subpoena or any other order made with jurisdiction.
  - **11.1.1.4** Adoption or birth of a unit member's child.
  - 11.1.1.5 Such other reasons which may be prescribed by the Governing Board.
- 11.1.2 Seven (7) days personal necessity leave for unit members will be allowed; such leave to be charged to sick leave previously earned by the unit member.

- 11.1.3 The District now entitles a maximum of four (4) days of bereavement, or a maximum of five (5) days if out of state, or is required to travel in excess of 200 miles. The seven (7) days of personal necessity leave, if used entirely for bereavement, entitles a unit member to eleven (11) days; however, seven (7) of these would be counted as sick leave.
- 11.1.4 A unit member shall request, in writing, use of sick leave under this section. Whenever possible, the unit member shall request such leave prior to the beginning date of the leave. When prior approval is not possible, the unit member shall make an effort to contact the immediate supervisor and/or call the AESOP Sub System, leaving a message with their name, position, immediate administrator's name, and expected duration of the absence.
- 11.1.5 Up to five (5) days of personal necessity leave may be used per year for other situations of compelling personal importance to the employee, provided that advance notice is given to the supervisor, subject to operational necessity. This leave shall not be used for the employee's personal convenience.
- 11.1.6 The unit member may be required to submit additional proof to substantiate the personal necessity, and upon return from leave, shall verify on the A-2 District form that such leave was utilized for personal necessity as defined herein.
- 11.1.7 The initial determination of whether or not a personal necessity exists rests with the immediate administrator. An employee who is denied personal necessity/personal business may request a review by the Superintendent (or designee). The Superintendent (or designee) will consult with the Association prior to the denial of an employee's request. The denial of personal necessity/personal business is subject to review through the grievance/arbitration mechanism.
- 11.1.8 In addition to personal necessity leave available under the current contract, a classified employee adopting a child may use up to 15 days of sick leave in connection with adoption.

# 11.2 Sick Leave

- 11.2.1 Sick leave will be granted under the following conditions:
  - 11.2.1.1 Unit member's illness or injury;
  - 11.2.1.2 Unit member's exposure to contagious disease;
  - 11.2.1.3 Unit member's eye, dental, or other physical or medical examinations.
- 11.2.2 All full-time unit members shall be entitled to twelve (12) working days sick leave for illness or injury per year without deduction of pay. Unit members

having a work schedule of less than twelve (12) months per year and/or less than eight (8) hours per day shall be entitled to a pro-rata of sick leave based on twelve (12) days for twelve (12) months of full-time employment. A ten (10) month employee who works during the summer school program shall accrue one (1) additional day of sick leave for the four (4) week period of working during summer school.

- 11.2.3 A unit member who is a new employee to the District shall not be eligible to take more than six (6) days or the proportionate amount to which he/she is entitled under this provision until the first day of the calendar month after completion of 130 working days of service to the District.
- 11.2.4 When a unit member who is a regular employee is absent due to illness or accident and has used all of his accumulated sick leave, the unit member is eligible for extended sick leave through the fifth (5th) month of the absence period. The unit member shall be paid at a rate of fifty percent (50%) of his/her regular rate of pay should a substitute be hired. If a substitute is not hired, the unit member shall be paid his/her full regular rate of pay. At no time shall the amount deducted from the salary due to a unit member for any month in which the absence occurs exceed the sum which is actually paid to a substitute employee employed to fill the unit member's position during that unit member's absence. Another bargaining unit member working extra hours or out of classification shall not be considered a substitute. Approval of pay for extended sick leave may require a statement of sufficient cause from a competent medical authority.
  - 11.2.4.1 Benefits under this section shall be used after entitlement to all regular sick leave, vacation, or other available paid leaves have been exhausted. Vacation is used at the unit member's option.
  - 11.2.4.2 During the time the unit member is receiving the salary difference, benefits which would normally accrue will be granted.
  - 11.2.4.3 The extended sick leave is granted following compliance with Section 11.2.8 below.
- 11.2.5 A unit member whose illness extends beyond the five (5) month period may, on written advice from a physician, be granted a leave of absence without pay, not to exceed one (1) year. Upon his/her return to work, the anniversary date of his/her increment will be changed to make adjustments for the time not worked and covered by sick leave.
- 11.2.6 Emergency, limited-term, and provisional employees will not earn sick leave credit unless they are subsequently appointed into permanent positions without a break in service.

- 11.2.7 The unused sick leave shall be cumulative. If a unit member leaves the District, accumulated sick leave will not be credited to the unit member's final payment.
- 11.2.8 Approval of pay for accrued sick leave in excess of five (5) consecutive work days may require a statement of sufficient cause from a competent medical authority. Disabilities which result in the hospitalization of the unit member, or in any case of more than thirty (30) days duration, may require a release from a competent medical authority before the unit member returns to work.

# 11.3 <u>Industrial Injury or Illness</u>

- 11.3.1 Unit members are entitled to sixty (60) working days in one (1) fiscal year for the same industrial accident or illness.
- 11.3.2 The sixty (60) working days are not accumulative from year to year.
- 11.3.3 The sixty (60) working days of eligibility commences on the first (1st) day of absence and terminates at the end of the sixty (60) working days, or the day upon which the employee is certified able to return, whichever is sooner.
- 11.3.4 Eligibility is reduced by one (1) full day for each day of absence regardless of an award made under Workers' Compensation.
- 11.3.5 A unit member provided an award under Workers' Compensation endorses in favor of the District the daily wage award earned during the sixty (60) working day period. The District, in turn, pays the absent unit member his/her full normal wage for each day of absence during the sixty (60) working day period.
- 11.3.6 If an accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 11.3.7 If a unit member exhausts the sixty (60) working days of entitlement and is still unable to return to duty, he/she then commences to use his/her sick leave, compensating time, other leave, and vacation entitlements in that order. The daily wage award made under Workers' Compensation continues to be endorsed to the District. The District pays the difference between the daily Workers' Compensation award and the normal daily rate of pay. Accumulated or available sick leave, compensating time, etc., however, is reduced only by that amount required to provide a full day's wage when added to the Workers' Compensation award for each day of absence.
- 11.3.8 When a unit member has been absent due to industrial accident or illness and all leaves are exhausted, paid or unpaid, he/she is placed on a re-employment

list for a period of thirty-nine (39) months. If at any time during the thirty-nine (39) months the unit member is able to assume the duties of his/her position, he/she shall be re-employed in the first vacancy in the classification of his/her previous assignment.

# 11.4 Bereavement Leave

- 11.4.1 Unit members shall be entitled to a paid leave of absence not to exceed four (4) continuous work days, or five (5) work days if out-of-state travel is required or travel is in excess of 200 miles, on account of the death of any member of the immediate family in order to attend and make necessary arrangements for the funeral. For purposes of bereavement leave, members of the immediate family shall be limited to:
  - **a.** Spouse or eligible domestic partner of the employee (affidavit required)
  - **b.** In addition, the relatives of the unit member or spouse or domestic partner of the unit member, or of any person living in the immediate household of the unit member shall constitute the immediate family:
    - 1. Parents, step-parents and any person who has served as legal foster parent or legal guardian
    - **2.** Children, step-children, legal foster children, son-in-law and daughter-in-law
    - 3. Aunt and Uncle
    - 4. Niece and Nephew
    - 5. Siblings and step-siblings, in-law siblings
    - **6.** Grandparents and step-grandparents
    - 7. Grandchildren and step-grandchildren

Permission to use this policy for other persons because of extenuating circumstances may be granted by the Superintendent or his/her designee after advance permission has been requested.

11.4.2 Any additional days requested beyond those provided by Bereavement Leave shall be considered under the provisions of Personal Necessity Leave.

# 11.5 Jury Duty

- Whenever a unit member is absent because of a call for jury duty, no deduction in salary shall be made. Any fee (excluding mileage and meals) for jury duty shall be collected by the unit member and remitted to the District.
- 11.5.2 Leave of absence to serve as a witness in a court case shall be granted a unit member when he/she has been served a subpoena to appear as a witness, not as

the litigant in the case. In the event a unit member is called to serve as a witness, full pay not exceeding three (3) days will be granted.

11.5.3 Any appearance as a defendant and conviction in a criminal proceeding shall be without pay.

# 11.6 Military Leave

Unit members shall be entitled to all the rights and privileges regarding military leaves of absence provided by State law, including Sections 389 and 395 of the Military and Veterans Code.

# 11.7 <u>Association Leave</u>

The District will grant time off for no more than two (2) unit members when requested by the Association to attend the Association's Annual Conference. CSEA Chapter #233 will reimburse the District for all costs for substitute employees if such substitutes are obtained. Such time off will not be charged to the unit member's leave provisions.

## 11.8 Family Care and Medical Leave

The laws pertaining to family leave are complex and subject to change. The intent of this section is to provide notice to employees of the Federal Family and Medical Leave Act and the California Family Rights Act. The summary information contained herein, does not supersede these laws; for complete updated information, please contact the Personnel Office.

Domestic partner definition: "Domestic Partner" is defined as the partner of an eligible employee who shares a long-term committed relationship of indefinite duration. A Certification of Domestic Partnership form must be on file at least 30 days prior to an unpaid family and medical leave request. Employees may contact the Personnel Office for more information about requirements.

- **11.8.1** Eligibility: Employees are eligible for leave only if they have worked for the District for at least 12 months and have provided at least 1,250 hours of service during that 12-month period.
- **11.8.2** Reason for Leave: An employee may take a family and medical leave for the following reasons:
  - 11.8.2.1 The birth and/or subsequent care of a child.
  - 11.8.2.2 The placement with the employee of an adopted or foster care child.

- 11.8.2.3 To care for a spouse, domestic partner, child, or parent of the employee with a serious health condition.
- 11.8.2.4 The employee's own serious health condition, which causes the employee to be unable to perform his or her job duties.
- 11.8.3 <u>Duration of Leave</u>: The law allows for 12 workweeks of unpaid family and medical leave within a 12-month period. Leave taken for a serious health condition may be intermittent if such a schedule is medically necessary.
- 11.8.4 <u>Providing medical certification</u>: If the leave is requested due to a serious health condition of the employee, employee's spouse, domestic partner, child, or parents of the employee. The District may require the employee to provide medical certification.
- **11.8.5** Benefit coverage: Employees on leave are entitled to continued health plan coverage.
- **11.8.6** If an employee fails to return to work at the end of the leave, the employer may recover its share of the health care premiums paid during the leave.

# 11.9 Voluntary Furlough

Employees may exercise the option of voluntary furlough, up to five (5) days per calendar year, with no loss of seniority.

# 11.10 Catastrophic Leave

Requests for sick leave donation due to catastrophic illness will be referred to the Superintendent or designee and the CSEA Chapter President or designee. This request will be authorized on a case-by-case basis. By definition, a catastrophic illness incapacitates an employee for an extended period. Upon approval, bargaining unit members may donate their accrued sick leave in excess of 20 days. Donations made under this Catastrophic Leave provision shall be strictly voluntary, and donors shall sign a form acknowledging that the transfer of leave credit is irrevocable. Donated leave shall be utilized in the order in which the donations are received.

#### 11.11 Parental Leave

This article provides parental leave consistent with the terms of section 45196.1 of the Education Code.

# **11.11.1** Definition of Parental Leave

For the purposes of this Article, "parental leave" means leave due to the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

# **11.11.2** Eligibility for Parental Leave

To be eligible employees must have completed twelve months of service in the District, but they are not required to have 1,250 hours of service during the previous twelve-month period.

# **11.11.3** General Provisions

- **11.11.3.1** All employees who meet the eligibility requirements in Section 11.11.2 are entitled to 12 workweeks of parental leave in any 12-month period.
- **11.11.3.2** When both parents of the child are employed by the District, each parent shall be entitled to 12 workweeks of parental leave.
- 11.11.3.3 Employees may take parental leave in intermittent periods of one (1) week at a time; however, the aggregate amount of parental leave taken shall not exceed 12 workweeks in any 12-month period. Exceptions may be made upon request and approval.
- 11.11.3.4 If a school year concludes before the 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent school year but the aggregate amount of parental leave shall not exceed 12 workweeks in a 12-month period.
- 11.11.3.5 Employees may use their regular accrued paid sick leave and, when exhausted, extended sick leave per section 11.2.4, for a total of 12 workweeks in any 12-month period.
- **11.11.3.6** The employee is also entitled to use his or her vacation leave in taking parental leave, if the employee chooses to do so.
- 11.11.3.7 The employee can choose to, but is not required to, use his or her paid leaves, e.g., sick leave or vacation leave, when taking parental leave.
- 11.11.3.8 Paid parental leave under this Article runs concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.
- **11.11.3.9** When all paid leaves have been exhausted, the employee is entitled to utilize unpaid leave up to 12 workweeks.

#### ARTICLE 12 -- TRANSFERS AND PROMOTIONS

# 12.1 Posting

Vacancies shall be posted for at least two (2) weeks in a conspicuous place at each site and in the District personnel office when a position is to be filled until the final filing date. A copy of each notice shall be directed to the Association President at the time of posting.

# 12.2 Transfers

- 12.2.1 A transfer is a change in work locations from a regularly assigned school or worksite to another school or worksite with the same hours within the District. It does not include the assignment of particular duties at the same school or worksite, or emergency reassignments.
- 12.2.2 When a new position or pilot program is created or an existing position becomes vacant, the District shall post and first offer the opportunity for transfer to unit members serving in the same class with the same hours in the District. A copy of each notice shall be directed to the Association President at the time of posting.
- 12.2.3 Employees desiring transfers from one site to another must apply for the posted vacancy. The site principal and two classified representatives from the site where the vacancy exists, selected by CSEA, shall interview all transfer applicants and will consider needs of the site and such criteria as the professional competency, and work experiences of the candidate. Unanimous agreement is required by the site principal and the two selected classified representatives in order for a voluntary transfer to occur. If this committee of site principal and two classified representatives are unable to reach a unanimous decision, each committee member will rank the three top candidates, i.e. rank as #1, #2, #3 choice candidates. The transfer candidate with the highest number ranking will be the employee selected for the transfer. The committee can also unanimously recommend to post the position to outside candidates should the committee determine that no appropriate internal candidates are available.

# 12.3 <u>Temporary Transfer</u>

When a temporary situation exists, an employee may be temporarily transferred within the District. At the end of the temporary transfer, the employee may request to be returned to the original assignment and job site. No temporary transfer shall extend beyond the fiscal year in which it is made; however, if the temporary situation exists beyond the fiscal year, the District shall meet with the Association to come to resolution.

# 12.4 Promotions

A promotion is the appointment of a permanent employee selected from the eligibility list to fill a vacant position with a higher maximum salary rate.

- 12.4.1 All permanent employees of the District who meet the qualifications for education and experience shall be eligible to test and compete in the examination as promotional candidates.
- 12.4.2 The Personnel Commission may determine whether an examination shall be limited to a promotional examination only, or whether it shall be an open/promotional examination. When an open/promotional examination is given, the District shall have one eligibility list for both open and promotional candidates. Permanent employees who attain a final passing score on an open/promotional competitive examination will be granted five (5) points added to their score before being ranked on the eligibility list. The open and promotional candidates shall be merged into a single list following the adjustment for promotional credit. The top three (3) ranks from the eligibility list shall be certified for consideration to fill a vacancy.

#### **ARTICLE 13 -- SAFETY**

# 13.1 <u>District Compliance</u>

The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations within the general industry and construction industry (where applicable) standards.

Unit members may reference the procedures regarding Work Related Injuries established in Board Policy 4157.1 and Article 4 of Labor Code 3550 regarding Employee Notice.

# 13.2 Uniforms and Safety Equipment

The District shall pay the full cost of the purchase, lease, rental, of uniforms, equipment, identification badges, emblems and cards required by the District to be worn or used by bargaining unit employees if required during the term of this Agreement. If any special clothing or equipment is required for the safety of an employee, the District shall provide or pay for such items. Employees shall be required to use/wear equipment or clothing during the performance of duties where such equipment or clothing is required. Such required equipment is to be used only in the performance of duties required by the District. Requests for such required safety equipment shall be submitted to the Superintendent or his/her designee.

# 13.3 First Aid

The District shall provide each school and work site with a first-aid kit supplied with the articles listed in Section 11953 of the Education Code.

#### ARTICLE 14 -- GRIEVANCE PROCEDURE

## 14.1 <u>Definitions</u>

# **14.1.1** Purpose of Grievance Procedures

The grievance procedure is the medium through which permanent classified employees may seek adjustment of complaints arising out of alleged violations of established Board policies, Commission rules, or administrative procedures, working conditions, or job relations.

# **14.1.2** Matters Excluded from the Grievance Procedure

- **14.1.2.1** Accusatory charges relating to the moral or professional fitness of an employee shall not be subject to the grievance procedure. Such charges shall be processed by the Governing Board in executive session.
- **14.1.2.2** Suspension, demotion, and termination appeals as well as violations of Commission rules are specifically reserved for action or review by the Personnel Commission rules in effect at the time the events leading to the grievance occurred.
- **14.1.2.3** In cases where the Personnel Commission rule regulates less than the total procedure, the Commission may waive that rule and, thereby, provide that the dispute be settled through the grievance procedure.
- 14.1.2.4 Complaints about the subject matter of a Board rule or policy or administrative procedure, rather than the administration of the Board rule or policy or procedure shall not be subject to the grievance procedure. A unit member with such a complaint should direct his/her suggestions for change through administrative channels to the Board, or to the administrator who established the policy or procedure.
- **14.1.3** A "grievant" is a person(s), including the Association, asserting a grievance.
- **14.1.4** A "day" is any day in the calendar year in which the District Administrative Office is open for regularly scheduled business.

# 14.2 Purpose

- 14.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and as confidential as may be appropriate at any level of the procedure.
- 14.2.2 Any unit member may, at any time, present grievances to the District and have such grievance adjusted without the intervention of the Association, as long as the adjustment is reached at the informal stage of Level One and the adjustment is not inconsistent with the terms of this Agreement.
- 14.2.3 Time limits specified herein are maximum time periods, and it is the intention of the parties to resolve grievances as early as possible. Time limits herein may be reduced or extended by mutual agreement of the parties, if necessary or desirable.

# 14.3 Procedure

# **14.3.1** Level One

A grievant will first discuss the grievance with the principal or immediate supervisor. Such informal resolution of the grievance shall not conflict with the terms of this Agreement. In the event the parties are not able to resolve the grievance, the grievant may submit the grievance in writing to the principal or immediate supervisor. Such grievances shall be dated, contain the provision(s) of the Agreement allegedly violated, the basis for the grievance, and the relief requested. All grievances must be submitted in writing within thirty (30) days of the occurrence of the matter in dispute, or within thirty (30) days of the time a person reasonably should have known of the occurrence of the matter in dispute. Response to the grievance by the District shall be in writing and rendered within ten (10) working days of the submission of the written grievance.

#### **14.3.2** Level Two

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no response is given within the period provided, the grievant may file the grievance in writing simultaneously with the Association and the Superintendent. Such a grievance must be filed within ten (10) working days after the written response to the Level One grievance, or ten (10) working days after expiration of the period in which the written response was due. Within ten (10) working days after receipt of the written grievance by the Superintendent, the Superintendent, or his designee, will meet with the grievant and a representative of the Association in an effort to resolve the matter. Within ten

(10) working days of the meeting, the Superintendent or his designee shall give a written answer to the grievant and the Association. Such written responses shall be dated and state the reasons for the decision.

# 14.3.3 <u>Level Three</u>

If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within the ten (10) working day period, the grievant may, within an additional ten (10) working day period, request in writing that the Association submit the grievance to arbitration. The Association has the exclusive right to decide on the submission of a grievance to arbitration. The Association will notify the Superintendent in writing of the decision to submit the grievance to arbitration, provided the request is submitted to the Superintendent within twenty (20) days after receipt of the Level Two written response, or if no written response is issued, then within twenty (20) days from the expiration of the period during which the response should have been issued.

# **14.3.4** Arbitration

- 14.3.4.1 The parties shall select an arbitrator from a panel of names requested from the California State Conciliation and Mediation Service by a process of alternate striking of names. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. Nor will the arbitrator have any power to amend, modify, add or delete provisions in this Agreement.
- **14.3.4.2** The decision of the arbitrator shall be binding upon the parties.
- **14.3.4.3** The fees and expenses of the arbitrator shall be borne by the parties equally.
- **14.3.4.4** All other costs shall be borne by the party incurring them.

# 14.4 General Provisions

- **14.4.1** Time limits for appeal provided for at each level shall begin the day following receipt of the written decision by the grievant and/or the Association.
- **14.4.2** The Association may file, on behalf of two (2) or more unit members, a single grievance relating to the same occurrence involving two (2) or more unit members. Such a grievance must be initiated at Level Two.

- **14.4.3** All written records and other documentation dealing with the processing of a grievance will be filed separately from the District personnel file of any of the participants.
- **14.4.4** A grievant shall have the right of representation at all levels of the grievance by the Association.
- **14.4.5** The Association will be accorded reasonable time off for grievance processing.

## **ARTICLE 15 – VACATION**

# 15.1 Eligibility

All unit members shall earn paid vacation time in accordance with 15.1.1, listed below, on a fiscal year basis, July 1 through June 30. Vacation shall also be earned during any paid leave of absence.

- **15.1.1** Members of the bargaining unit shall earn vacation in accordance with the following schedule:
  - 1. From the 1st year through the completion of the 5th year of service, vacation shall be accrued at the rate of 5/6 of a day per month for paid service, not including overtime.
  - 2. Commencing with the 6th year through the completion of the 10th year of service, vacation time shall be accrued at the rate of 1-1/4 days per month for paid service, not including overtime.
  - 3. Commencing with the 11th year and continuing through the completion of the 15th year of service, vacation time shall be accrued at the rate of 1-2/3 days per month for paid service, not including overtime.
  - 4. Commencing with the 16th year and continuing through the 29th year of service, vacation time shall be accrued at the rate of 2.083 days per month for paid service, not including overtime.
  - 5. Commencing with the 30th year and continuing, vacation time shall be accrued at the rate of 2.5 days per month for paid service, not including overtime.

# 15.2 <u>Vacation Pay</u>

Unit members who have completed their probationary period when terminated for any reason shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. Upon separation from service, a unit member shall

be entitled to lump sum compensation for all earned and unused vacation, except that unit members who have not completed 130 working days of employment in regular status shall not be entitled to such compensation.

# 15.3 <u>Vacation Scheduling</u>

- **15.3.1** Vacations shall be scheduled by the appropriate supervisor after considering the following criteria:
  - (a) District-wide seniority; and
  - (b) The convenience of the individual employees, and
  - (c) The needs of the District and department, with due consideration for peak periods of service for the department; and
  - (d) An employee who is denied a vacation may request a review by the Superintendent (or designee). The Superintendent (or designee) will consult with the Association prior to the denial of an employee's request.
  - 15.3.1.1 School site employees are encouraged to take vacation during summer months when school is not in session. However, up to 4 requests per school year, of not more than 5 days each, will be considered for approval by the immediate supervisor and the Director of Maintenance and Operations. A minimum of two (2) weeks advance notice is required. One request per employee, per year, will be considered based on the criteria in 15.3.1 on a first come, first serve basis.
- **15.3.2** Ten-month and eleven-month unit members will receive vacation pay in addition to their regular salaries.
- **15.3.3** If a holiday falls within the vacation period, an additional vacation day will be granted.
- 15.3.4 Unit members should make every effort to take vacations in a continuous period. Any deviation must have the approval of the scheduling supervisor.

# 15.4 <u>Vacation Carry Over and Payout</u>

- 15.4.1 Twelve-month unit members may carryover vacation credit to the following fiscal year (July 1, 20XX June 30, 20XX) with the following restrictions:
  - a) By December 31<sup>st</sup> of the following fiscal year, remaining carryover vacation may not exceed the maximum amounts listed Section 15.4.2 through 15.4.4, below. Any carryover vacation credit in excess of the maximum allowable

carryover will be paid out to the employee in the January paycheck immediately following.

- **15.4.2** During the first (1st) through fifth (5th) year of employment, a unit member may carry over five (5) days of vacation credits through June 30th of the following fiscal year.
- 15.4.3 During the sixth (6th) through twelfth (12th) year of employment, a unit member may carry over ten (10) days of vacation credits through June 30th of the following fiscal year.
- 15.4.4 Unit members with more than twelve (12) years of employment may carry over twelve (12) days of vacation credits through June 30th of the following fiscal year.

# 15.5 <u>Vacation Postponement Due to Illness or Injury</u>

If vacation of a unit member with permanent status becomes due during a period when the unit member is on leave due to illness or injury, the unit member may request that the vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The unit member may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over the vacation to the following year, or may elect to receive compensation for all vacation earned and accumulated during the fiscal year.

# 15.6 <u>Unearned Vacation</u>

A unit member, by action of the Governing Board, may be granted vacation not yet earned when extenuating circumstances exist. If the employment relationship is terminated before the advanced vacation is earned, the unit member's final compensation shall be reduced by that amount of vacation taken and not yet earned.

# 15.7 <u>Calculation of Pay</u>

For any twelve-month unit member who receives pay in lieu of time off, the pay shall be calculated at the rate of pay in effect at the time the employee was scheduled to take vacation.

#### ARTICLE 16 -- EVALUATION

16.1 All unit members shall be evaluated by their immediate supervisor in accordance with the following schedule:

## **16.1.1** Permanent Employees

A performance report shall be completed on each unit member at least once each year on the employee's anniversary date.

# **16.1.1.1** Optional Self Evaluation

One month prior to the employee's anniversary date (or one month prior to June 15 for employees whose hire date places their annual evaluation outside of the regular school calendar), an employee may, at the employee's option, submit to the supervisor an optional self-evaluation for the supervisor's consideration, which shall include goals, accomplishments and areas of future desired growth. Any self-evaluation submitted at least one month prior to the employee's review deadline shall be considered by the supervisor as part of the annual evaluation, shall be discussed in conjunction with supervisor's evaluation and shall be attached to the supervisor's evaluation of the employee along with any response the employee may submit within 10 working days of receiving the supervisor's evaluation. While a timely submitted optional self-evaluation will be considered by the supervisor as part of the evaluation process, the final contents of an employee's annual performance report shall be determined by the supervisor.

# **16.1.2** <u>Probationary Employees</u>

A performance report shall be completed on each probationary unit member at the end of the second (2nd) and fifth (5th) months of employment except those in class Standard Series B, whose performance report shall be completed at the end of the third (3rd), sixth (6th), and tenth (10th) months of employment.

- 16.1.3 If a unit member serves at least sixty (60) days under a supervisor, and subsequently leaves control of that supervisor, then a performance report shall be made by that supervisor for the period of time served, at the time of separation.
- **16.1.4** Performance reports which fall due outside the regular school calendar shall be processed before June 15 of each year.

- 16.2 The immediate supervisor shall present the performance evaluation report to the unit member and shall discuss it with him/her. The evaluation form shall be signed by the unit member to indicate receipt, and the unit member shall receive a signed copy.
  - 16.2.1 An evaluation shall not be placed in the personnel file without first providing the affected employee the opportunity to discuss the evaluation with the evaluator.
  - 16.2.2 Any evaluation not based upon the direct knowledge or observation of the evaluator shall be verified by the evaluator.
  - 16.2.3 If a need for improvement is indicated by an evaluator, the evaluator must indicate specific problems in writing on the evaluation form. Any such problems or deficiencies must be accompanied by specific recommendations and/or assistance as to means of improvement, and by a description of expected performance.
- 16.3 Performance evaluation reports shall be filed in the unit member's personnel records and shall be available for review in connection with promotional examinations and disciplinary actions.
- Any modifications to the evaluation form shall be made only after consultation with the Association or after receiving recommendations from a joint Association/District committee. If the parties do not agree on the proposed modifications, the Governing Board will be advised of the Association's position on the matter. The District has the final decision on the form. Any modifications will be implemented for the school year following their adoption.

## **ARTICLE 17 -- MISCELLANEOUS PROVISIONS**

# 17.1 Savings

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining unaffected articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement.

#### 17.2 Reopeners

The parties agree to a three-year term from July 1, 2022 through June 30, 2025. Further, the parties agree to reopen negotiations for the fiscal year 2024-2025 on Article 5 – Wages; Article 6 – Health and Welfare Benefits; and one article per party. The Parties can open additional articles if mutually agreeable.

# 17.3 Term

Except as specifically provided herein, this Agreement shall become effective upon the signing of this Agreement, and shall remain in full force and effect through June 30, 2025.

# 17.4 School Calendar

The District and CSEA will meet and negotiate in good faith any issues relative to the calendar that are within the scope of collective bargaining. The District will meet and negotiate with AFT and CSEA at the same time relative to the calendar only.

#### **CONCLUSION**

This document comprises the entire Agreement between the District and the Association on all matters within the lawful scope of negotiations whether such matters were included in this Agreement or not. During the term of this Agreement, except as expressively provided for through reopener clauses, neither the Association nor the District shall be under any obligation to meet and negotiate with respect to any subject matter, whether referred to or covered in this Agreement or not, even though such subject matter may not have been within the knowledge or contemplation of either or both the District and/or Association at the time they met to negotiate and/or execute this Agreement. All matters not specifically enumerated within the clear and explicit language of this Agreement shall be deemed to be within the sole and exclusive authority of the Governing Board.

IN WITTNESS WHEREOF, the parties hereto have set their hands this 21th day of January 2025

FOR THE IEEEEPSON ELEMENTARY SCHOOL DISTRICT GOVERNING ROAPD

OR THE SELF EROOM ELEMENTARY SOMEOU DISTRICT GOVERNING BOARD
Andhanu Tauiiaska DDCCIDENT
Anthony Tsujisaka, PRESIDENT
FOR THE CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION CHAPTER # 233
Wesley Cole, PRESIDENT

## **APPENDIX A: TENTATIVE AGREEMENT**

#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

JAN 21 '25 PM12:09

#### JEFFERSON ELEMENTARY SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 233

#### TENTATIVE AGREEMENT - REOPENER 2024-2025

The Jefferson Elementary School District ("District") and the California School Employees Association and its Jefferson Elementary Chapter 233 ("CSEA") have reached tentative agreement on changes to the following articles of the Collective Bargaining Agreement:

- 1. Article 5 Wages
- 2. Article 8 Hours and Overtime
- 3. Appendix E Longevity Plan

The attached agreements mark the completion of the parties' 2024-2025 reopener bargaining.

Signed on this date of January 21, 2025.

FOR CSEA

FOR THE DISTRICT

Wes Cole @SEA Ch 233 President

Brent Marquez-Valenti,

Assistant Superintendent of Human

Resources

Laurie Lyman, CSEA Vice President

Joshua A. Stevens

Counsel

Jose Norris, Bargaining Team Member

A IP

Dustin Patenaude, Labor Relations

Representative

#### **ARTICLE 5 – WAGES**

The salary schedule is included in Appendix B to this agreement.

5.1 The District shall place a **two percent (2%)** ongoing salary increase on the classified salary schedule for all unit members effective July 1, 2024.

# 5.2 Longevity

The longevity plan is included in Appendix E. Longevity pay for less than full-time unit members shall be prorated to the number of hours per day and months per year the unit member is assigned.

- The District shall add the equivalent of an additional one percent (1% = \$150,445) to the longevity scale (See below).
- The District shall add steps 15, 19, and 23 and commits to conducting a longevity study for potential implementation in 2025-2026 (See below).

Year	Monthly longevity payment - 23-24	Monthly longevity payment - effective 24-25
7	\$37	\$55
9	\$77	\$115
11	\$119	\$177
13	\$159	\$237
15	N/A	\$304
17	\$247	\$367
19	N/A	\$441
21	\$341	\$508
23	N/A	\$587
25	\$441	\$657

#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

#### JEFFERSON ELEMENTARY SCHOOL DISTRICT

#### AND

#### CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 233

8.11.1 A unit member working out of class shall receive a salary adjustment to the step of the salary range for the temporary class which will give him/her not less than a five percent (5%) increase. The salary adjustment shall be made for each day the unit member is working in a higher classification.

As-1/21/25

temporarily working (-21-25) DP (-21-25)8.11.2 If a unit member is substituting in a lower classification, then the unit member shall retain the higher regular rate of pay.

Signed on this date of September 10, 2024.

FOR CSEA

Wes Cole, CSEA Ch 233 President

FOR THE DISTRICT

Brent Marquez-Valenti, Assistant Superintendent of Human Resources

Jose Reters

Kim Lee, Negotiating Committee Member

Dustin Patenaude, Labor Relations

Representative

# APPENDIX B: SALARY SCHEDULE

#### JEFFERSON ELEMENTARY SCHOOL DISTRICT 2024-2025 CLASSIFIED SALARY SCHEDULE

		Step 1	Step 2	Step 3	Step 4	Step 5
	Hourly Rate					
FISCAL	Range					
Accounting Assistant	A34	28.10	29.50	30.97	32.53	34.13
Senior Department Account Assistant	A38	30.97	32.53	34.13	35.86	37.63
Payroll Technician	A46	37.61	39.46	41.60	43.60	45.82
Accountant	A46	37.61	39.46	41.60	43.60	45.82
CLERICAL/SECRETARIAL						
Office Assistant I	A27	23.70	24.88	26.11	27.40	28.80
Office Assistant II	A31	26.11	27.40	28.80	30.24	31.75
District Receptionist/Office Assistant-Bilingual	A31	26.11	27.40	28.80	30.24	31.75
Attendance Technician	A32	26.76	28.10	29.50	30.97	32.53
School Administrative Assistant	A35	28.80	30.24	31.75	33.34	35.01
Administrative Assistant	A35	28.80	30.24	31.75	33.34	35.01
Executive Assistant I	A43	34.96	36.71	38.51	40.43	42.48
HUMAN RESOURCES						
Human Resources Specialist-Certificated	A42	34.13	35.86	37.63	39.49	41.49
Human Resources Assistant	A37	30.24	31.75	33.34	35.01	36.76
INFORMATION TECHNOLOGY						
Information Technology Support Technician	B40	32.53	34.13	35.86	37.63	39.52
Student Information Specialist	A46	37.61	39.46	41.60	43.60	45.82
Infromation Technology Systems Specialist	A51	41.67	43.76	45.92	48.22	50.63
INSTRUCTION						
Instructional Assistant	A23	21.48	22.54	23.70	24.88	26.11
Instructional Assistant- After School Program	A23	21.48	22.54	23.70	24.88	26.11
Instructional Assistant - Bilingual	A24	22.00	23.12	24.26	25.51	26.76
Instructional Assistant - PE	A24	22.00	23.12	24.26	25.51	26.76
Instructional Assistant - Preschool	A27	23.70	24.88	26.11	27.40	28.80
Instructional Assistant - Special Education	A25	22.54	23.70	24.88	26.11	27.40
Campus Safety Assistant	A25	22.54	23.70	24.88	26.11	27.40
School Parent/Community Liaison	A25	22.54	23.70	24.88	26.11	27.40
Special Circumstance Instructional Assistant	A31	26.11	27.40	28.80	30.24	31.75
Instructional Technician	A27	23.70	24.88	26.11	27.40	28.80
LIBRARY						
Library Technician	A29	24.88	26.11	27.40	28.80	30.24
FOOD SERVICE						
Food Service Assistant	B22	20.97	22.00	23.12	24.26	25.51
Senior Food Service Assistant	B25	22.54	23.70	24.88	26.11	27.40
Snack Bar Operator	B25	22.54	23.70	24.88	26.11	27.40
Food Service Production Assistant	B31	26.11	27.40	28.80	30.24	31.75
CUSTODIAL, MAINTENANCE & GROUNDS						
Custodian I	B29	24.88	26.11	27.40	28.80	30.24
Custodian II	B31	26.11	27.40	28.80	30.24	31.75
Custodian III	B33	27.40	28.80	30.24	31.75	33.34
Maintenance & Custodian Operations Leader	B43	34.96	36.71	38.51	40.43	42.48
Maintenance Utility Technician	B33	27.40	28.80	30.24	31.75	33.34
Maintenance Technician	B40	32.53	34.13	35.86	37.63	39.52
Warehouse Worker/ Delivery Driver	B31	26.11	27.40	28.80	30.24	31.75
-	-					

Annual Maximum Medical and Dental Benefits

 Employee
 \$ 12,347

 Employee + 1 Dependent
 \$ 20,274

 Employee + 2 or more Dependents
 \$ 28,172

Hourly rates shown may vary slightly with the actual rates in the Payroll System due to rounding.

#### Longevity

Beginning of 7th year	\$55 per month	Beginning of 17th year	\$367 per month
Beginning of 9th year	\$115 per month	Beginning of 19th year	\$441 per month
Beginning of 11th year	\$177 per month	Beginning of 21th year	\$508 per month
Beginning of 13th year	\$237 per month	Beginning of 23rd year	\$587 per month
Beginning of 15th year	\$304 per month	Beginning of 25th year	\$657 per month

# **APPENDIX C – HOLIDAYS**

INDEPENDENCE DAY LABOR DAY **VETERANS' DAY** THANKSGIVING FRIDAY AFTER THANKSGIVING **CHRISTMAS EVE CHRISTMAS DAY** NEW YEAR'S EVE NEW YEAR'S DAY MARTIN LUTHER KING DAY PRESIDENTS' DAY WASHINGTON'S BIRTHDAY CESAR CHAVEZ DAY FRIDAY OF SPRING RECESS MEMORIAL DAY JUNETEENTH FLOATING HOLIDAY (Admission Day)

# APPENDIX D: 2024-2025 CALENDAR

DISTRICT CALENDAR Board Approved 2/14/2024 2025					JEF	FERSON E	LEMEN	TARY SCHO	OOL DISTR	ICT				
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Jul 23   Vice Principals Return - 214 days   + Dec 23-Jan. 3   WINTER RECESS-No School	_						0						f	
Jul 23   Vice Principals Returm Prog. Coord/Specialist - 206 days   + Dec 24-25   Winter Break Holidays for 12-month staff   1												tional Staff		
Dec 31-Jan 1   Winter Break Holidays for 12-month staff				-	st - 206 days		- 1			_				
Jul 31   School Admin. Asst. & Attend. Techs Return   +     Jan 20   Martin Luther King, Jr.'s Birthday- No School					200 00,5		+							
Aug 2 Ret: Speech-196 days/ Couns, SSRT, Inst1 Suport, Incl. Spec - 191 days	_	School Admin.	Asst. & Attend	. Techs Return			+	Jan 20						
Aug 5   Psycholigists Return 194 Days/E5Y Psychologists-202 Days   Feb 178.21   President's Day Holiday For 12 mo. Staff   ()	Aug 1	New: Speech I	Report-197 day	s, New: Coun.,	MTSS Incl. Sp	ec.192 Days	+	Jan 27						
Aug 8   New Teachers Report-187 days	_						+							
Aug 9 Teacher Workday-Returning Teachers Report.   May 31 Cesar Chavez Day Observed on Apr. 11   Aug 12 PROF DEV. DAY/Food Service Report   Apr 4   Minimum Day: Students & 10 Mo. Instructional Staff   1   Apr. 11   SPRING RECESS: No School-4710-11 For 12 mo. Staff   1   Aug 13 Return date all other 10-month Classified employees   + Apr. 7-11   SPRING RECESS: No School-4710-11 For 12 mo. Staff   1   Aug 14 FIRST DAY OF SCHOOL: Min. Day Students Only   State Testing Window   Transport of the May 22   Open House: Min. Day Elementary Students Only   Sept 2 LABOR DAY: No School   (1) May 22   Open House: Min. Day Elementary Students Only   (2) Sept 3 BTSN-Minimum Day-ELEMENTARY Students Only   (3) May 23   Minimum Day: Students & 10 Mo. Instructional Staff   (4) Sept 12 BTSN-912 INTERMEDIATE SCHOOLS ONLY   Day May 25   MEMORIAL DAY: No School   (1) May 29   Open House: INTERMEDIATE SCHOOLS ONLY   Day House: INTERMEDIATE SCHOOLS ONLY   Day House: INTERMEDIATE SCHOOLS ONLY   Day House: INTERMEDIATE STUDENTS ONLY   Day House: INTERMEDIATE STUDENTS ONLY   Day 10   Da	_				gists-202 Day	5	+					nto Only		
Aug 12   PROF DEV. DAY/Food Service Report					rt-186		-		-			nita Only		
Aug 13   Return date all other 10-month Classified employees							<					tional Staff		
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Sept 12   BTSN 9/12 INTERMEDIATE SCHOOLS ONLY									_					
Sept 13   Minimum Day-Intermediate Students Only   1   May 29   Open House: INTERMEDIATE SCHOOLS ONLY   > Oct 14   Indigenous Peoples Day-No School (workday 12 mo.)   1   May 30   Minimum Day: INTERMEDIATE STUDENTS ONLY   1   Oct 31   Minimum Day: Students Only   1   June 5   LAST DAY SCHLMin. Day: Students & 10 Mo. Inst1 Staff   1   June 5   LAST DAY SCHLMin. Day: Students & 10 Mo. Inst1 Staff   1   June 5   LAST DAY SCHLMin. Day: Students & 10 Mo. Inst1 Staff   1   June 5   LAST DAY SCHLMin. Day: Students & 10 Mo. Inst1 Staff   1   June 5   LAST DAY SCHLMin. Day: Students & 10 Mo. Inst1 Staff   1   June 5   LAST DAY SCHLMin. Day: Students & 10 Mo. Inst1 Staff   1   June 5   LAST DAY SCHLMin. Day: Students & 10 Mo. Inst1 Staff   1   June 5   LAST DAY SCHLMin. Day: Students & 10 Mo. Inst1 Staff   1   June 5   LAST DAY SCHLMin. Day: Students & 10 Mo. Inst1 Staff   1   June 5   LAST DAY SCHLMin. Day: Students & 10 Mo. Inst1 Staff   1   June 5   LAST DAY SCHLMin. Day: Staff Schlool. Staff (1   Staff DAY SCHLMin. Day: Staff LAST DAY Schlool. Staff LAST DAY SCHLMin. Day: Staff LAST DAY SCHLMin. Day: Staff LAST DAY SCHLMin. Day: Staff LAST DAY Schlool. St												tional Staff		
Oct 14   Indigenous Peoples' Day-No School (workday 12 mo.)												ONLY		
Cct 31   Minimum Day- Students Only   Type 5   Minimum Day: STUDENTS ONLY														
Nov 11   VETERANS DAY- No School   ()			<del> </del>		, 12 mo.j							- omj		
Nov 5-7   Minimum Day: Parent ConfsELEM Students Only   1				•								& 10 Mo. Inst	I Staff	
OPENING DAY/ LAST DAY         SEPT. 5- ELEM. SCHOOLS (Min. Day 9/15)         AUG 14 - NOV 1= 56           () HOLIDAYS FOR 12 MO. STAFF         SEPT. 12- INTER. SCHOOLS (Min. Day 9/13)         NOV 4 - FEB 28 = 62           < IN-SERVICE/WORKDAY					nts Only		- ii	Jun 19		mo. Admins a				
() HOLIDAYS FOR 12 MO. STAFF SEPT. 12- INTER. SCHOOLS (Min. Day 9/13) NOV 4 - FEB 28 = 62		[] LEGAL HOLIDAY/No School								E				
✓ IN-SERVICE/WORKDAY         OPEN HOUSE         MAR 7- JUN 6= 64           {} MINIMUM DAY         MAY 22- ELEM. SCHOOLS (Min. Days 5/22 & 5/23)         INT. QUARTERS (# days)           + CERTAIN EMPLOYEES RETURN         MAY 29- INTER. SCHOOLS (Min. Days 5/23 & 5/30)         AUG 14- OCT 18= 46           ✓ State Assessment Window         REPORT CARDS DISTRIBUTED BY:         OCT 21- JAN 17= 48           CONFERENCE DAYS: TK-5 & FDR (MIN. DAYS)         OCI 25 INTER, JAN 24 INTER, APR 4 INTER         JAN 21 - MAR 28 = 44														
+ CERTÁIN EMPLOYEES RISTURN MAY 29-INTER. SCHOOLS (Min. Days 5/23 & 5/30) AUG 14- OCT 18= 46  State Assessment Window REPORT CARDS DISTRIBUTED BY: OCT 21- JAN 17= 48  CONFERENCE DAYS: TK-5 & FOR (MIN. DAYS) OCI 25 INTER, JAN 24 INTER, APR 4 INTER, JAN 21- MAR 28 = 44		∵ ( I	N-SERVICE/W	ORKDAY				OPEN HOUS	Ð Í					
The state Assessment Window REPORT CARDS DISTRIBUTED BY: OCT 21- JAN 17= 48 CONFERENCE DAYS: TK-5 & FDR (MIN. DAYS) Oct 25 INTER, JAN 24 INTER, APR 4 INTER JAN 21 - MAR 28 = 44														
CONFERENCE DAYS: TK-5 & FDR (MIN. DAYS) Oct 25 INTER, JAN 24 INTER, APR 4 INTER JAN 21 - MAR 28 = 44						MAY				5/30)	1			
November 5-7 March 4, 5 NOV 8 ELEM, MAR 7, ELEM, JUN 6 ALL MAR 31- JUN 6= 44		CONFERENCE	DAYS: TK-5 8	FDR (MIN. D	AY5)									
		Novem	ber 5-7	March 4, 5			NOV 8 ELE	M, MAR 7, EL	EM, JUN 6 AL	L		MAR 31- JU	JN 6= 44	

#### APPENDIX E-LONGEVITY PLAN

All employees in the bargaining unit shall start receiving longevity pay, in addition to their regular salary, at the beginning of their seventh (7<sup>th</sup>) year of service and continuing through the eighth (8<sup>th</sup>) year of service in the amount of \$55.00 per month. Longevity pay beginning with the ninth (9<sup>th</sup>) year of service shall be paid in the amount of \$115.00 per month and will continue through the tenth (10<sup>th</sup>) year of service. Longevity pay beginning with the eleventh (11<sup>th</sup>) year of service shall be paid in the amount of \$177.00 per month and will continue through the twelfth (12<sup>th</sup>) year of service. Longevity pay from the thirteenth (13<sup>th</sup>) year of service shall be paid in the amount of \$237.00 per month and will continue through the fourteenth (14<sup>th</sup>) year of service. Longevity pay beginning with the fifteenth (15<sup>th</sup>) year of service shall be paid in the amount of \$304 per month and will continue through the sixteenth (16<sup>th</sup>) year of service. Longevity pay beginning with the seventeenth (17<sup>th</sup>) year of service shall be paid in the amount of \$367 per month and will continue through the eighteenth (18th) year of service. Longevity pay beginning with the nineteenth (19<sup>th</sup>) year of service shall be paid in the amount of \$441 per month and will continue through the twentieth (20<sup>th</sup>) year of service. Longevity pay beginning with the twentyfirst (21st) year of service shall be paid in the amount of \$508 per month and will continue through the twenty-second (22<sup>nd</sup>) year of service. Longevity pay beginning with the twenty-third (23<sup>rd</sup>) year of service shall be paid in the amount of \$587 per month and will continue through the twenty-fourth (24<sup>th</sup>) year of service. Longevity pay beginning with the twenty-fifth (25<sup>th</sup>) year of service shall be paid in the amount of \$657 per month and will continue up to retirement. Longevity pay for less than full-time employees shall be prorated to the number of hours per day and months per year the employee is assigned.

# **Longevity Rates Effective 7/1/24:**

<u>Begin</u>	<b>Cumulative</b>
7 <sup>th</sup> year	\$55
9th year	\$115
11 <sup>th</sup> year	\$177
13 <sup>th</sup> year	\$237
15 <sup>th</sup> year	\$304
17 <sup>th</sup> year	\$367
19 <sup>th</sup> year	\$441
21st year	\$508
23 <sup>rd</sup> year	\$587
25 <sup>th</sup> year	\$657

# APPENDIX F: 2024/2025 HEALTH BENEFIT SCHEDULES

JEFFERSON ELEMEN MEDICAL PREMIUMS								
AFT, CSEA, Board, Personn					ed			
FY 24-25		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<u> </u>	периезени			Г	
112425	Cov	erage period		Empl	loyee Out-of-P		ock	et
Please note: The actual district medical contribution			Г			2-month		
caps are \$1,057.76 for emp'ee+1 and \$1,471.22 for		Monthly	_	District		mployee		10-month
Emp'ee+2 or more dependents. The excess contribution		Premium an 1, 2026 -	C	ontribution through		OC 2024 -		Employee C 2024 - Ju
by the district is one-time in nature.		eo 31, 2026 -		12/31/25		Payroll		026 Payroll
HEALTH AND WELFARE BENEFITS	╇							
Kaiser Plans	+-		Н		$\vdash$		Н	
High Plan (Traditional) - \$20 Copay								
Employee	s	975.74	s	975.74	s		s	
1 /	+ *		-	1.581.45	_	368.64	· ·	441.58
Employee + one dependent	\$	1,950.09	-	2,211.75	_	547.58	\$	655.98
Employee + two or more dependents	-	2,759.33	ş	2,211.75	•	047.08	•	000.88
Hid Blan (Dadweible HHO)   620 Carres	$\vdash$							
Mid Plan (Deductible HMO) - \$20 Copay		040.07		075.74			-	
Employee	\$	840.27	\$	975.74	_	00.40	\$	110.00
Employee + one dependent	\$	1,680.55	\$		\$	99.10	\$	118.80
Employee + two or more dependents	\$	2,377.98	\$	2,211.75	\$	166.23	\$	199.2
Law Diag (Dadwarkla 1910) At 0.0	+							
Low Plan (Deductible HMO) - \$40 Copay	-	750.40		075.71				
Employee	\$	756.16	\$	975.74	\$	-	\$	-
Employee + 1 dependent	\$	1,512.30	-	1,581.45	\$	-	\$	-
Employee + 2 or more dependents	\$	2,139.91	\$	2,211.75	\$	-	\$	
Sutter	$\top$		Г					
HMO Plan - \$20 Copay								
Employee	\$	1,271.02	\$	975.74	\$	295.28	\$	367.79
Employee + one dependent	\$	2,540.95	S	1,581.45	\$	959.50	\$	1,177.58
Employee + two or more dependents	s	3,595.61	S	2,211.75	S	1,383.86	_	1,697.64
	<u> </u>		Ť		Ť		Ť	
HMO Plan - HDHP (High Deductible) H.S.A.								
Employee	\$	1,117.15	S	975.74	\$	141.41	\$	181.81
Employee + one dependent	\$	2.233.32	S	1.581.45	s	651.87	s	805.68
Employee + two or more dependents	\$	3,159.24	S	2,211.75	\$	947.49	\$	1,170.05
	=							
United Health Care	$\vdash$							
HMO Plan - \$20 Copay	<del> </del>		_		_		_	
Employee	\$	1,216.01	\$	975.74	_	240.27	_	298.92
Employee + one dependent	\$	2,506.63	_	1,581.45	_	925.18	_	1,131.20
Employee + two or more dependents	\$	3,570.09	\$	2,211.75	\$	1,358.34	\$	1,659.8
	$\vdash$							
HMO Alliance Plan - \$20 Copay	+							
Employee	\$	1,250.84	_	975.74	_	275.10	\$	341.14
Employee + one dependent	\$	2,578.59	_		_	997.14	<u> </u>	
Employee + two or more dependents	\$	3,672.45	\$	2,211.75	\$	1,460.70	\$	1,788.6
	$\vdash$		L				_	
PPO 90/60 Plan (Deductible) \$20 PCP Copay	_							
Employee	\$	1,564.55	\$		_	588.81	_	716.7
Employee + one dependent	\$	3,124.96	_	1,581.45	-	1,543.51	-	1,871.8
Employee + two or more dependents	\$	4,070.14	\$	2,211.75	\$	1,858.39	\$	2,255.9
							$\vdash$	
PPO Plan - HDHP (High Deductible) H.S.A.	-							
Employee	\$	978.42	\$		\$	2.68	_	3.4
Employee + child	\$	1,940.86	\$	_	\$	359.41	_	443.9
Employee + spouse	\$	1,951.27	\$	1,581.45	\$		_	456.22
Employee + two or more dependents	\$	2,564.51	\$	2,211.75	\$	352.76	\$	439.94
Delta Dental	+							
	\$	53.16	\$	53.16	\$	-	Ş	-
Employee								
Employee + 1 dependent Employee + 2 or more dependents	\$	108.05 161.21	S	108.05 135.89	\$	25.32	\$	28.8