

CLASSIFIED  
PERSONNEL  
AGREEMENT  
2022-2025





## **2022- 2025 SCHOOL YEARS**

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Gabriel Moreno  
Dr. Gina Zybert

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Erika Pereyra  
Veronica Sanchez  
Cecilia Lopez, CSEA Labor Relations Representative

AGREEMENT  
BETWEEN THE  
SANTA ANA UNIFIED SCHOOL DISTRICT  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
2022-2025



SANTA ANA UNIFIED  
SCHOOL DISTRICT

A blue ink signature of Jennifer Flores, consisting of stylized initials and a surname.

Jennifer Flores  
Assistant Superintendent, Human Resources



CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION

A blue ink signature of Eddie Leon, written in a cursive style.

Eddie Leon  
President, CSEA Santa Ana Chapter 41

A blue ink signature of Cecilia Lopez, written in a cursive style.

Cecilia Lopez  
CSEA, Labor Relations Representative

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## **1.0 RECOGNITION**

- 1.1 The District recognizes the California School Employees Association (CSEA) as the exclusive representative for the following unit of employees:
  - 1.1.1 All classified employees, on the salary schedule, and State Preschool teachers on a separate salary schedule and benefit plan; with the exception of: management, confidential, supervisory, school police officers, substitutes, other short-term employees, and certificated employees.
- 1.2 Disputes concerning the interpretation and application of Article 1 are not subject to the grievance provisions of Article 10.
  - 1.2.1 Disputes may be submitted to the Public Employees Relations Board (PERB) for resolution.

## 2.0 DEFINITIONS

- 2.1 ABSENCE – An authorized absence for a unit member to be absent from duty for a period of time not to exceed twenty (20) days. (Exceptions: illness and maternity absences – see appropriate section within CBA)
- 2.2 ACCRUED TIME – The amount of time owed to an employee after it has been earned.
- 2.3 ACCUMULATED SICK DAYS – Unused days of sick leave that accumulate from year to year without limitation. (California Ed Code §45191)
- 2.4 ANNIVERSARY DATE – The unit members' anniversary date shall reflect the date of hire after the successful completion of their probationary period.
- 2.5 CLASSIFICATION – "Classification" means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.
- 2.6 CLASSIFICATION SENIORITY – The ordinal rank an employee holds within their designated classification based on their first day within said classification plus higher classifications.
- 2.7 CLASSIFIED WORK CALENDARS – All of the classified employee work calendars approved by the Board of Education that outline the specific work year which denotes pertinent and relevant information such as: first day of service; professional development days; paid holidays; non-duty days; and, last day of service.
- 2.8 COMPENSATORY TIME – Off-duty time earned by a Classified employee in lieu of overtime pay.
- 2.9 DESIGNEE – A duly authorized management level representative assigned by a higher-level Administrator to act on their behalf, who is assigned to supervise and/or provide direction to classified employees.
- 2.10 DISTRICT-WIDE SENIORITY – The ordinal rank an employee holds district-wide based on their original date of hire.
- 2.11 DUTY DAY– Days on which the employee is paid and reports to work, paid holidays, paid vacation days, paid sick leave per California Ed Code §45191 and compensatory time.
- 2.12 ILLNESS ABSENCE – An absence of the unit member due to illness, quarantine, or disabling condition which prevents the unit member from performing regular assigned duties.
- 2.13 IMMEDIATE FAMILY – Member(s) of the immediate family shall mean spouse, parents, stepparents, foster children, foster parents, legal guardians, children, grandparents, grandchildren, great-grandchildren, sons and daughters-in-law, brothers or sisters, of the unit member or of the unit member's spouse, or any person permanently living in the immediate household of the unit member. (When a unit member is the only known surviving blood relative of a person, the Superintendent or their designee may designate such relative as a "member of the immediate family.")

- 2.14 IMMEDIATE SUPERVISOR – The primarily-assigned management-level District Employee responsible for the supervision, direction and/or evaluation of a Classified Employee.
- 2.15 LEAVES – An authorized leave extending for a period of twenty-one (21) duty days or more.
- 2.16 NON-DUTY DAY – A day on which the employee is not required to work, based on classified work calendars.
- 2.17 PAID STATUS – Any time a Classified Employee is at work, on vacation, sick leave, leave as the result of industrial injury, paid military leave, or any other approved leave of absence with pay.
- 2.18 PERMANENCY DATE - The first day of the month following when the unit member completes the probationary period. (i.e. member completes probation any day in June, Permanency date is July 1)
- 2.19 PERMANENT EMPLOYEE – An employee who has successfully completed the probationary period required by Ed Code and has therefore attained permanency.
- 2.20 PROBATIONARY EMPLOYEE – An employee who is actively serving their probationary period as required by Ed Code.
- 2.21 SHIFT DIFFERENTIAL – Additional pay a unit member receives in accordance with Article 4 Wages and Wage Provisions of the CBA.
- 2.22 SHORT TERM (TEMPORARY) - A person who is employed to perform a service for the school district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Before employing a short-term employee, the governing board of a school district, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee pursuant to the definition of “classification” in subdivision (a) of Section 45101, and shall certify the end date of the service. The ending date may be shortened or extended by the governing board of a school district, but shall not extend beyond 75 percent of a school year. (In accordance with Ed Code §45103)
- 2.23 SITE SENIORITY – The ordinal rank an employee holds within their designated work site/location based on their first day assigned to said site/location.
- 2.24 STUDENT-FREE DAY – A day when regular instruction is not being provided to the student-body.
- 2.25 SUBSTITUTE - A person employed to replace a classified employee who is temporarily absent from duty. In addition, if the school district is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the governing board of the school district may fill the vacancy through the employment, for not more than 60 calendar days, of one or more substitute employees, except to the extent that a collective bargaining agreement then in effect provides for a different period of time. (In accordance with California Ed Code §45103)
- 2.26 SUMMER PROGRAMS – Programs operated by the district between instructional years, typically during the months of June through August, when unit members are not already scheduled to work according to the classified work calendars.



- 2.27 TRIAL PERIOD – The initial span of time during which a promoted Permanent Classified Employee is demonstrating satisfactory performance in said position for the purpose of acquiring permanency in the promoted position.
- 2.28 UNIT MEMBER - Any person employed by the District in a classification which is included within the recognized negotiating unit described in Article 1 (Recognition).
- 2.29 WORK YEAR – The span of time between and including the first and last day of service of a Classified Employee in a fiscal/school year (July 1 – June 30), based on the applicable Sections within the CBA.

### 3.0 HOURS OF WORK

#### 3.1 WORK DAY/WORK WEEK

3.1.1 The standard work week shall be forty (40) hours in five (5) consecutive days of eight (8) hours per day. Classified part-time positions with work weeks fewer than forty (40) hours per week, five (5) days per week, and/or eight (8) hours per day may be created.

3.1.2 A unit member's start and end time shall be determined and set at the conclusion of the hiring process by the immediate supervisor. Unit members' start and end times shall not be modified for the purpose of circumventing additional hours and/or overtime opportunities.

3.1.2.1 If an hours of work change of two (2) hours or fewer is to be made, the unit member shall be given five (5) duty days' notice.

3.1.2.1.1 Unit members shall have the right to file a written appeal regarding the change to the start and end time for their workday to their immediate supervisor. If the unit member's appeal is not granted, the unit member may submit a subsequent written request/appeal, regarding the start and end time for their workday to the Associate Superintendent, Human Resources or designee who shall meet and confer with CSEA in order to reach a resolution within twenty (20) duty days.

3.1.2.1.2 If an hours of work change is more than two (2) hours, the unit member shall be given ten (10) duty days' notice.

3.1.2.2 Articles 3.1.2.1 and 3.1.2.1.2 may be waived with written mutual consent of the District and the unit member.

3.1.2.3. Member-initiated requests regarding the start and end time for their workday shall be submitted in writing, with the rationale for the request, to their immediate supervisor and CSEA. If the request is not granted, the unit member may submit a subsequent written request to the Associate Superintendent, Human Resources or designee who shall meet and confer with CSEA in order to reach a resolution within twenty (20) duty days.

3.1.3 Unit members may render service on non-student (student-free) days and/or non-duty days based on mutual agreement between the unit member and District management; compensation will be provided. Unit Members not required to work on such days, per the negotiated work calendar, shall have the following options:

3.1.3.1 Take the days as paid vacation; or

3.1.3.2 Take a day of personal necessity with pay.

3.1.3.3 Unit members who are required/requested to attend professional development outside their normal workday/work week shall be compensated at their hourly rate of pay.

- 3.1.4 Upon initial employment, and upon each change in classification thereafter, each classified unit member shall be furnished two copies of their class specifications, salary data, assignment and work location, together with duty hours and the prescribed work week. One copy shall be retained by the unit member, and the other shall be signed and dated by the unit member and returned to their supervisor. (EC 45169)

- 3.1.4.1 CSEA shall be provided with a copy of new and/or revised job descriptions at the beginning of each school year, and upon any new job description or revision.

## 3.2 LUNCH/REST PERIODS

- 3.2.1 A minimum thirty (30) minute non-compensated duty-free lunch period shall be provided all unit members who render service of at least five (5) consecutive hours. The lunch time shall be at approximately the midpoint of the shift or at a mutually agreed time between the unit member and the supervisor. School Police Services and Alarm Monitors are authorized a thirty (30) minute compensated lunch period and are on-call during this time.

- 3.2.1.1 A unit member working four (4) hours may be provided a thirty (30) minute non-compensated duty-free lunch period with the supervisor's approval.

- 3.2.1.2 Lunch periods and break periods shall not be moved to the start or end of the workday in order to shorten the work day, except for temporary, occasional approvals by the site/department supervisor. Other exceptions, including teacher training programs shall be approved or disapproved in advance by the Director of Classified Personnel after seeking input from the CSEA president or designee.

- 3.2.1.3 In the event a unit member's non-compensated lunch-break is interrupted, by the immediate supervisor and/or designee, to engage in work related activities, the unit member shall be permitted to resume their break for the remaining time. If the unit member is not permitted to resume their break, the unit member shall be monetarily compensated for the time taken to render the services requested.

- 3.2.2 A fifteen (15) minute compensated rest period shall be provided to all employees for each four (4) hour period of service. The rest period herein described shall be taken at the discretion of the immediate supervisor at or near the midpoint of each four (4) hour period.

- 3.2.3 Unit members shall be provided a reasonable amount of break time for lactation purposes as frequently as needed. The frequency of breaks, as well as the duration of each break, may vary by individual. All necessary accommodations shall be provided per federal and state guidelines.

## 3.3 OVERTIME

- 3.3.1 The District reserves the right to extend the regular work day or work week when it is deemed necessary to carry out the District's business. Except in an emergency situation, a reasonable notice will be given.

- 3.3.2 Overtime is any time which is worked in excess of 8 hours in any one day or over 40 hours in any one week.
- 3.3.3 Unit members shall be compensated at a rate of pay equal to one and a half (1-1/2) times the regular rate of pay of the unit member.
- 3.3.4 All hours worked on holidays shall be compensated at the unit member's regular rate of pay plus two times the unit member's regular rate of pay.
- 3.3.4.1 A unit member who is not regularly scheduled to work on a Saturday or Sunday that is preceded by a Friday holiday or immediately followed by a Monday holiday, shall receive double the unit member's regular rate of pay. The holidays considered in this section are those stipulated in Article 8, Section 8.2.1.
- 3.3.5 Overtime shall first be offered to permanent unit members contingent upon qualifications, within each department, or at individual sites, in descending order of seniority in that classification, followed by District-wide seniority. After overtime has been accepted or rejected at the site, the unit member shall revert to the bottom of the seniority list for overtime assignments. Any employee shall have the right to reject any offer or request for overtime. If everyone in the department or site refuses the offer, the overtime shall be assigned by the supervisor to the unit member on the top of the seniority list who will then revert to the bottom of the seniority list.
- 3.3.5.1 If a unit member(s) is assigned a work assignment and overtime is needed to complete the work, the unit member(s) assigned to the project will be given the opportunity to complete the task.
- 3.3.5.2 If a probationary employee is available for the assignment (all permanents have declined the assignment), and the immediate supervisor concurs that the probationary unit member be given the assignment, the unit member shall be so assigned.
- 3.3.5.3 Procedure for District Safety Officer (DSO) Overtime Rotation
- Human Resources shall maintain the master DSO District seniority list that will be revised each time a new DSO is hired, or a DSO ends employment. The revised seniority list will be provided to Police Services and CSEA within 10 days. Said list shall also be inputted in the electronic overtime rotation system, currently Absence Management Systems (AMS).
- 3.3.5.3.1 This agreement shall be used for the filling of all DSO overtime assignments outside of the normal working day.
- 3.3.5.3.2 Whenever possible, the assignment of DSO overtime will not be delayed until the day of the overtime, but shall be done prior to the day of the overtime assignment. This shall be accomplished as follows:

- a. The site administrator and/or designee shall review all site based and civic center overtime assignments via the school calendar and SAUSD electronic Civic Center calendar.
- b. The school site designee shall review and assign overtime assignments every Monday.
- c. If any scheduled review days are holidays, the school site designee shall perform reviews on the following duty day.
- d. All overtime identified by the school site designee shall be written in chronological order on the "overtime assignment sheet", copy attached.
- e. The site administrator shall review and approve the overtime rotation sheet.

- 3.3.5.3.3 The site administrator and/or designee shall be responsible for keeping the DSO seniority list current, and for tracking the order of DSO's as they rotate through the list.

Approved overtime at the site shall be offered by District seniority to the DSO's assigned to that site. DSO's will accept or reject an assignment and then move to the bottom of the site seniority list. All rejected site assignments will be offered based on the Districtwide DSO seniority list. Once a DSO accepts or rejects an overtime assignment, the DSO will move to the bottom of the list.

If a DSO must cancel an overtime assignment it shall be reported to School Police Services. School Police will use the AMS to call a DSO based on District-wide seniority.

- 3.3.5.3.4 If all DSO's at the site reject a DSO overtime assignment, then the school site designee shall email, call and/or text School Police Services to inform them of which overtime assignment needs to be filled. School Police Services the AMS message will include the following:

- a. School Police Services or their designee shall input the overtime assignment into Sub Finder Express (SFE). Information to be included into SFE shall include the following:
  - 1. Date & Hours of the assignment
  - 2. Location of the assignment
  - 3. General nature of the assignment (i.e., men's soccer, football game, etc.)
  - 4. Type of assignment and duties

- b. The AMS shall automatically call the most senior DSO on the HR approved District-wide seniority list. After the assignment has been filled, the list shall be rotated by District seniority order. The rotation shall begin from the most senior DSO on the first duty day of every school year.
- c. SFE will contact the DSO based on the phone number provided and entered into the AMS. The AMS will attempt to contact said DSO two (2) times within a 5-minute timeframe. When contacted, the DSO must make an immediate decision about the overtime assignment. If the DSO fails to answer the SFE telephone call, the overtime assignment shall be considered rejected, and the following DSO shall be contacted in the appropriate DSO seniority order.
- d. All DSO's who accept or reject an assignment shall revert to the bottom of the District-wide DSO seniority list.
- e. The AMS calls will be made between 8:30 a.m. and 5:30 p.m.
- f. When the DSO assignment requires a specific gender, then Police Services will follow the same procedures, except that the overtime will be offered only to the DSO's of the needed gender.
- g. If the AMS has contacted every DSO in the District and one accepts the assignment, the AMS shall call a substitute DSO.
- h. All overtime assignments will be scheduled based on District seniority.

#### 3.3.5.4 Overtime For Custodians At District Office

- 3.3.5.4.1 The equitable distribution of overtime for custodians at the District Office is adopted as the standard for the overtime rotation pursuant to 3.3.5.
- 3.3.5.4.2 All overtime will be assigned as per 3.3.5 of the contract, and the limitations previously placed on overtime rotation are hereby lifted.
- 3.3.5.4.3 Best efforts shall be made to ensure that hours worked overtime by the custodians (who seek to work overtime) do not span more than 30% per fiscal year. Overtime earned shall be tracked by management.
- 3.3.5.4.4 3.3.5 shall be followed unless night overtime is assigned. Night overtime shall be made available to night custodians.

- 3.3.5.4.5 Once night overtime is assigned to a night custodian, management shall then equalize the overtime made available to the day custodian by assigning day overtime to the day custodian until the overtime earned by all custodians seeking overtime are roughly equal.
    - 3.3.5.4.6 The parties shall meet and negotiate the effects of any changes in operations that led rise to this agreement.
  - 3.3.6 Any unit member called back to work after completion of the regular assignment (regular means an eight (8) hour day) shall be compensated for at least two (2) hours of work before midnight and four (4) hours after midnight at the appropriate overtime rate.
    - 3.3.6.1 Any food service unit member required to return to work after 4:00 p.m. shall be paid one and one-half (1-1/2) times the regular rate of pay of the unit member for all hours worked.
      - 3.3.6.1.1 If not notified before the end of the normal work day and call-back is required, the food service unit member shall be paid two (2) times his regular rate for all call back hours worked.
  - 3.3.7 In an emergency situation, this procedure for the distribution of overtime may be waived by the District.
  - 3.3.8 A committee shall be established, consisting of two classified unit members, one employee each from Classified Personnel and Payroll, and the Director of Classified Personnel serving in an advisory capacity. The purpose of this Committee is to develop an overtime pay worksheet to clarify the appropriate payment of overtime.
- 3.4 COMPENSATORY TIME
  - 3.4.1 Compensatory time off in lieu of overtime pay may be granted at the discretion of the District and will be given at the appropriate rate of overtime in accordance with the provisions contained in this section.
    - 3.4.1.1 At the time the unit member is offered an overtime assignment, the supervisor will inform the unit member if compensatory time is available in lieu of overtime pay. The compensatory time off shall be at the overtime rate.
  - 3.4.2 Compensatory time shall be taken at a time mutually acceptable to the unit member and the District within the current pay period or next two (2) pay periods from the date in which it was earned. If the compensatory time has not been taken within the above stated time, the District shall pay the unit member for all such time at the appropriate overtime rate.
- 3.5 VOLUNTEERS
  - 3.5.1 The encouragement and utilization of volunteers is not intended to supplant, reduce, or transfer bargaining unit work.

3.5.1.1 Unit Members shall not be required to volunteer to do work contained in any bargaining unit job description, in lieu of pay.

3.5.2 The following are guidelines to avoid violation of this agreement:

3.5.2.1 Volunteer Work Requests - A memo outlining any and all work to be done at your site by volunteers must be submitted to the Senior Manager of Maintenance and Operations a minimum of two (2) weeks prior to the work being scheduled. A copy of this request shall be forwarded to the appointed CSEA Representative.

3.5.2.2 Alterations - In compliance to the Field Act and Building codes, no District approved structures/construction may be altered. Infrastructures may not be added to, modified, altered or deleted without approval. This includes plumbing, carpentry, painting, electrical, irrigation, air conditioning, signal circuits including computers, etc.

3.5.2.3 Painting - For painting projects, you must list the area being painted, type of painting being done, color(s), type of paint, and the supplies being used.

3.5.2.4 Landscaping - When any landscaping, planting or gardening is to be done, it will require a site plan with a marked plot plan of the improvements to be made and a list of the materials identified.

3.5.2.5 Cleaning - When cleaning any areas, e.g., restrooms, classrooms, lunch areas, only District approved chemicals shall be used and may require approved District supervision.

3.5.2.6 Equipment - Only approved equipment shall be used and must be operated by a qualified adult. A List of any equipment being supplied to your volunteers needs to be submitted with your original plans.

3.5.2.7 Safety - Proper safety measures shall be adhered to at all times. All volunteers will make a good faith effort to comply with safe working practices while in the performance of these activities, and efforts shall be made to protect surrounding school district property.

3.5.2.8 Supervision - In some cases, it may be necessary for a District employee with appropriate experience to be present to act as a technical advisor and/or supervisor.

3.5.2.9 Liability - The responsibility of the District and its liability in the use of volunteers must be considered at all times.

### 3.6 EXTRA WORK

3.6.1 Extra work is work beyond that which can be done during the unit member's normal shift assignment, or beyond the normal and customary staffing level of a department during normal business hours, and is of finite duration.



- 3.6.2 Extra work beyond normal ongoing work that is normally and customarily performed by unit members shall be assigned to unit members.
- 3.6.3 Extra work normally and customarily performed by unit members shall be made available to unit members at a site, in a classification, on a seniority basis in accordance with 3.3.5.
- 3.6.4 Such extra work may be discontinued when completed.

### 3.7 WORK YEAR

- 3.7.1 The work year of each classification and/or position shall be established and fixed at the time of employment as follows:

12-Month Assignment Basis	245 Duty Days
11.5-Month Assignment Basis	236 Duty Days
11-Month Assignment Basis	225 Duty Days
10.5-Month Assignment Basis	215 Duty Days
10-Month Assignment Basis	204 Duty Days
9.5-Month Assignment Basis	182 Duty Days
LVN & Bilingual Tech. Assignment Basis	185 Duty Days

Unit members working less than twelve (12) months shall be assigned an additional 1.5 days for the purposes professional development (per Article 3.8).

- 3.7.2 Any proposed changes in work year shall be monitored by Human Resources, in cooperation with CSEA, and negotiated with CSEA as follows:

3.7.2.1 All work year changes shall be brought to the attention of CSEA. All work year change requests submitted to Human Resources between October 30 and April 30 shall be noticed to CSEA in the following May; all work year change requests submitted to Human Resources between April 30 and October 30 shall be noticed to CSEA in the following November. Negotiations shall be scheduled regarding the work year changes. Work year changes will be implemented after the conclusion of negotiations.

- 3.7.3 Unit members working less than twelve (12) months shall be initially notified of the following year's work year prior to the end of the previous work year, except when negotiations over the proposed changes have not been completed.

- 3.7.4 The work year of vacant positions shall be subject to negotiations.

### 3.8 PROFESSIONAL DEVELOPMENT

- 3.8.1 Commencing with the 2014-15 School year, unit members who work annual assignment bases of fewer than 12 months shall be assigned an additional 1.5 days for the purposes of professional development.

### 3.9 EXPANSION OF HOURLY ASSIGNMENTS

3.9.1 If a unit member's hours are increased by a minimum of thirty (30) minutes for twenty (20) consecutive days or more, his or her basic assignment shall be adjusted accordingly.

3.9.1.1 If the assigned hours are adjusted to make the unit member eligible for health and welfare benefits, the benefits shall be provided at the beginning of the next calendar month occurring at least ten (10) days after the completion of the twentieth (20th) consecutive day of increased hours.

### 3.10 SIGN-IN PROCEDURES

3.10.1 A sign-in procedure shall be maintained in Central Kitchen and Building Services.

3.10.1.1 These departments shall utilize the following procedure for logging employees on and off duty:

3.10.1.2 All employees shall log on and off duty.

3.10.1.3 Employees shall be allowed to sign in for their shift from ten (10) minutes prior to the start of their shift to time their shift actually begins.

3.10.1.3.1 After the start of the shift, employees shall see a supervisor to log on duty.

3.10.1.3.2 In the absence of a supervisor to monitor the sign-in/sign-out procedure, supervisor's designee shall sign them in at the start and out at the end of their shift.

## 4.0 WAGES AND WAGE PROVISIONS

### 4.1 CONTRIBUTIONS AND WAGE PROVISIONS

Effective July 1, 2021 all CSEA Salary Schedules have been increased by 4.75% to provide a salary increase for all unit members in paid status.

Effective July 1, 2022 all CSEA salary schedules shall be increased by 9% on the 2021-2022 salary schedules, to provide an on-going salary increase for all unit members in paid status including unit members who retired anytime during the 2022-2023 school year. Payment for retroactive earnings shall be issued no later than July 10, 2023.

All active unit members who are on paid status at the time of Board approval of this Agreement, and those members who retired anytime during the 2022-2023 school year, shall receive a one-time off schedule payment of \$2,500. Payment shall be placed on the June 10, 2023 pay warrant.

For the 2023-2024 school year the District shall cover the increased medical premium cost (maintenance of benefits) to maintain the same employer/employee cost share percentage for the 2023-2024 medical plan year identified in the District Classified Employee Summary of Rates, also known as the "rate sheet". If a unit member makes plan election changes during open enrollment, the unit member shall pay the percentage commensurate with their plan election change.

- 4.1.1 The unit member shall pay his/her contribution to the Public Employee's Retirement System (PERS).
- 4.1.2 Effective July 1, 2022 the amount of bilingual stipend shall be a flat amount of \$125.00 per month (prorated for less than eight (8) hours service per day) and not subject to COLA increases except as otherwise negotiated by the parties. Employees hired on or after July 1, 2008 shall be eligible for the bilingual stipend beginning July 1, 2023.
- 4.1.3 Paraprofessionals who have become credentialed as substitute teachers may be utilized to substitute for a full or part day absence of a regular teacher and shall be paid the difference between their current daily rate and that of a substitute teacher for the respective time period. The Paraprofessional will lose no credit toward PERS service or seniority credit for other purposes.
- 4.1.4 Special Education Paraprofessionals who are responsible for specialized physical health care of students (i.e., toileting, feeding, suctioning, catheterization, changing, positioning, patterning, elimination training, and appliance adjusting) shall receive a monthly six-hour stipend of \$20.00 for each child served, to a maximum of 10 stipends (effective July 1, 1995).

### 4.2 DATE OF EMPLOYMENT/ANNIVERSARY DATE

- 4.2.1 The date of employment shall be considered the first day the employee was hired.

4.2.2 The unit member's anniversary date shall reflect the date of hire after the successful completion of the probationary period.

4.2.2.1 See Article 6, Section 6.5.3, for anniversary date change for promoted employees.

#### 4.3 CHANGE IN POSITION

4.3.1 Whenever a change in position is granted a probationary unit member with the same salary grade, the new placement will remain at the same salary grade and step as would have been paid the unit member in the former position.

4.3.2 Any unit member promoted shall receive an increase in salary no less than an amount equaling one step on their present grade placement but no higher than the highest step on the new grade.

4.3.2.1 Any unit member promoted to a lead position shall receive a step placement of no less than step 4 of the new grade.

4.3.2.2 The effective date shall be the first day served in the promotional position.

4.3.3 See Article 6 regarding anniversary date, evaluation, and trial period of promoted employee.

#### 4.4 LONGEVITY PAY

4.4.1 A one grade salary adjustment (approximately 2½%) will be given to unit members after completion of 10, 15, 20, 25, 30, and 35 years of service.

4.4.2 In determining eligibility, a unit member who works 75% of his/her work year will be given credit for one year of service for purposes of longevity only.

4.4.3 Longevity pay will automatically be added to the unit member's pay warrant and written notification will be sent by the office of Human Resources Office to the unit member stating the new grade and step and effective date.

#### 4.5 SHIFT DIFFERENTIAL

4.5.1 Effective July 1, 2022 a shift differential of \$1.00 per hour shall be added to the unit member's salary for all unit members whose shift ends at 10:30 p.m. or later (based on an 8-hour shift).

4.5.2 Effective July 1, 2022 a shift differential of \$1.50 per hour shall be added to the salary of all unit members assigned to the graveyard shift (based on an 8-hour shift).

## 4.6 PROFESSIONAL GROWTH PROGRAM

### 4.6.1 Eligibility for a Professional Growth increment is limited to:

4.6.1.1 Permanent unit members.

4.6.1.2 Unit members who meet District standards, as supported by their two most recent performance evaluations.

### 4.6.2 Retroactivity

4.6.2.1 Course credit (units) applicable to the initial professional growth increment may be allowed retroactively provided:

4.6.2.1.1 The credits were earned within the last five (5) years while a regular employee of the Santa Ana Unified School District, not as a substitute.

4.6.2.1.2 If at initial employment a unit member is enrolled in course work, the credits will be accepted if no more than one-half (1/2) the duration of the course has passed.

4.6.2.1.3 The increment credits are verified through efforts of the unit member and are approved in accordance with requirements of the Professional Growth Program.

### 4.6.3 Course Credit (Units) and Increment Provisions

4.6.3.1 Course credit for each completed class must be used in its entirety, and no excess credits may be applied toward the requirement of another increment.

4.6.3.1.1 First Increment – 12 credits

4.6.3.1.2 Second Increment – 12 credits beyond 4.6.3.1.1

4.6.3.1.3 Third Increment – 12 credits beyond 4.6.3.1.2

4.6.3.1.4 Fourth Increment – 12 credits beyond 4.6.3.1.3

4.6.3.1.5 Fifth Increment – 12 credits beyond 4.6.3.1.4

4.6.3.2 A minimum of one (1) year shall be required between the approval of increments.

4.6.3.3 Application, proof of work taken and verifying transcripts (original with college seal) must be received by the Human Resources Office.

4.6.3.4 A maximum of six credits per semester may be credited toward an increment.

4.6.3.5 A maximum of five increments may be earned by any unit member.

#### 4.6.4 Criteria

4.6.4.1 The increment shall be earned upon successful completion of course work leading to the achievement of goals of benefit to the District which is equivalent to the 12 semester credits. At least 8 credits of each increment shall be related to the unit member's job family.

4.6.4.2 Course credits may be earned at accredited colleges, universities, trade schools, adult education institutions, educational conferences, District orientation classes, and workshops.

4.6.4.3 Educational conferences, workshops, and District orientation classes shall be credited at the rate of one-half (1/2) credit per eight (8) hours. Verification of hours of attendance shall be required.

4.6.4.4 To receive course credit, a letter grade of "C" or better or a "Pass" grade must have been achieved.

4.6.4.5 The District shall not incur any liability or costs of registrations, books, mileage or subsistence.

#### 4.6.5 Procedure

4.6.5.1 Unit members shall initiate to their immediate supervisor/principal an application provided by Human Resources listing class work equivalent to twelve (12) credits. If the application is approved and signed by the supervisor/principal, it shall be forwarded to the Human Resources Office for review and monitoring. If the application request is denied by the supervisor/principal or Human Resources, a notification with comments and recommendations shall be addressed to the applicant.

4.6.5.2 The Professional Growth Committee shall be established, consisting of five (5) classified unit members serving in an advisory capacity. Classified unit members shall be appointed for two (2) years and appointments should be made in alternate years to avoid a complete new committee every two years. The CSEA Chapter President, shall make the appointments. This Committee shall meet on an as-needed basis.

4.6.5.3 The Professional Growth Committee shall, upon appeal, review the action which denied incremental approval, and make a recommendation to the Superintendent.

#### 4.6.6 Compensation

4.6.6.1 Effective July 1, 2022, at the completion of each approved twelve (12) credit increment, there shall be \$75.00 per work month added to the unit member's regular salary on the first of the month following the date all completed and approved official documents are received in the Human Resource Office.

## 4.7 RECLASSIFICATION PROCEDURE

### Definition:

Reclassification is defined as a position that has a significant and permanent change and/or increase in the duties and responsibilities which have been assigned by the District and are inconsistent with the current job description of the position. Position reclassification is neither a reward to a unit member for excellent performance or higher seniority within a job classification. Reclassification is not appropriate based solely on increased volume of work, excellent performance of job duties, seniority or unusual special skills of the member unless the position requires such use of said skills.

4.7.1 Requests for classification review shall be submitted to Human Resources for date and time stamp of receipt. Human Resources will then send reclassification requests to CSEA Chapter 41 President and Labor Relations Representative for consideration within 3-5 duty days. Request will be processed as follows:

4.7.1.1 CSEA Reclassification Committee shall have release time to meet and review reclassification request(s).

4.7.1.2 Requests will be accepted between July 1 and December 31 of each year, with any approved reclassifications to be effective the subsequent July 1.

4.7.1.3 No requests will be accepted between January 1 and June 30.

4.7.1.4 The Reclassification Committee shall begin meeting no later than March 1.

4.7.2 Requests may be submitted only by an employee who has had permanency in the position for a minimum of one (1) year.

4.7.3 This article is specifically excluded from the grievance/arbitration section of the Agreement except for the limited issue of whether or not the District has complied with the contractual time limits.

4.7.4 Reclassification Committee

4.7.4.1 A District/CSEA Reclassification Committee shall be comprised of the following:

4.7.4.1.1 Two (2) CSEA members and one (1) alternate shall be appointed by the CSEA Chapter President. These members shall serve two (2) year terms and may be reappointed.

4.7.4.1.2 Two (2) Administrators and one (1) alternate shall be appointed by the Associate Superintendent, Human Resources. These administrators shall serve two (2) year terms and may be reappointed.

- 4.7.5 The findings and recommendations of the Reclassification Committee shall be submitted to the District and CSEA no later than May 1<sup>st</sup>.
- 4.7.6 When a unit member(s) is reclassified to a higher range, the unit member(s) shall be placed at a minimum on the equivalent step of the new range.
- 4.7.7 All District recommendations for new and abolished classifications shall be forwarded to CSEA.
- 4.7.8 All decisions of the Reclassification Committee are final, and subject to Chapter ratification and Board approval.

#### 4.8 ERROR IN SALARY

- 4.8.1 Whenever it is determined that an error has been made in the calculation or reporting of any classified employee payroll, or in the payment of any classified employee's salary, the District shall, within five (5) working days following the determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. (Ed. Code 45167)

#### 4.9 STIPENDS UNDER DISTRICT'S DRUG AND ALCOHOL TESTING PROGRAM

- 4.9.1 Any classified employee covered by the PROGRAM as provided for in Article 5, shall earn a stipend for commercial driving duties equal to a one range increase above the range for their classification.

#### 4.10 STAFF DEVELOPMENT DAY FOR PARAPROFESSIONALS

- 4.10.1 Paraprofessionals may attend one day of staff development on a voluntary basis, and
- 4.10.2 Attendance may occur on one of the days when staff development has been scheduled for teachers, and
- 4.10.3 The site administrator/supervisor shall discuss training options and determine which day the Paraprofessional may attend, and
- 4.10.4 Compensation for the day of staff development shall be at \$120.00, and
- 4.10.5 This stipend shall apply as long as Staff Development Days are available to Paraprofessional.

Classified Salary Schedule, Titles (Refer to Appendix 5)

Classified Salary Schedule (Refer to Appendix 5A)



## 5.0 SAFETY CONDITIONS

### 5.1 SAFETY COMMITTEES

#### 5.1.1 Site Safety Committee

- 5.1.1.1 Within twenty (20) duty days following the opening of school, a Standing Safety Committee shall be organized at each site. There shall be on the committee an even number of non-management members not to exceed ten (10), up to half of whom shall be unit members elected by the unit members at that site. The building administrator and/or his designee(s) may be a member(s) of the committee but shall not be counted in the aforesaid number of committee members.
- 5.1.1.2 The site administrator shall provide the opportunity for the election of members to take place by calling the initial meeting to elect a chairperson.
- 5.1.1.3 The committee shall review unsafe working conditions and make recommendations to the supervisor, who will take appropriate action.
- 5.1.1.4 The committee shall meet quarterly as a minimum, or as statutorily required, and as necessary when safety conditions are presented for investigation and/or recommendation.
- 5.1.1.5 The committee shall operate pursuant to the District Safety and Health Guidelines, except where herein preempted.

#### 5.1.2 District Joint Safety Committee

- 5.1.2.1 Within twenty (20) duty days following commencement of the traditional calendar, a Joint Safety Committee shall be organized at the District.
- 5.1.2.2 There shall be twelve (12) members appointed to the committee. CSEA shall appoint four (4) unit member representatives and the certificated employee organization shall appoint four (4) unit member representatives to the District Joint Safety Committee. The Associate Superintendent, Human Resources or designee shall appoint four (4) administrative representatives.
- 5.1.2.3 The District Joint Safety Committee shall meet on an as-needed basis, but no less than two (2) times per year. Additionally, there shall be at least four (4) meetings per year between classified representatives and administrative representatives to discuss safety issues pertaining to classified personnel. The Associate Superintendent, Human Resources or designee shall call these meetings.

- 5.2 It is the responsibility of all unit members to be alert in observing unsafe conditions, to make corrections within the scope of their authority and to report un-remedied conditions in writing to their immediate supervisor.

- 5.3 Upon a request from the unit member, the school nurse or on-site administrator will investigate reports of persons who suffer from contagious or infectious diseases. If, upon investigation, the persons are found to suffer from a disease which would constitute a threat to the safety of a unit member, then the District will take such action as necessary to remedy the problem.
- 5.4 A unit member shall have the right to request, in writing, from his immediate supervisor that any unsafe working condition be corrected. The Supervisor shall take appropriate action and report such action in writing to the unit member within a reasonable time (not to exceed twenty [20] duty days).
- 5.5 A unit member may request in writing that a conference be held concerning any student who, in the opinion of the unit member, presents a potential, actual, or immediate danger to the safety of the unit member. The immediate supervisor shall promptly schedule such a conference with the unit member and, if practicable, shall include other appropriate personnel and the student's parent or guardian. The immediate supervisor shall consider recommendations resulting from the conference and shall implement any actions necessary to protect the safety of the unit member.
- 5.6 The District shall make a good faith effort to provide a place of employment which is as safe as the nature of the employment and duties reasonably permit.
- 5.7 The immediate supervisor, if he has knowledge, shall provide all unit members having direct supervision responsibilities all information concerning any student who exhibited a potential, actual, or immediate danger to the unit member(s). This information, if available, shall be provided prior to the time the student is placed in the classroom(s).
- 5.8 All unit members will make a good faith effort to comply with safe working practices while in the performance of duties.
- 5.9 While in the performance of his duties pursuant to his job description and/or adjunctive duties, if a unit member is assaulted or threatened, the unit member and informed supervisor shall promptly investigate and if deemed necessary notify the School Police Services or the Santa Ana Police Department.
- 5.10 When a unit member is required to return to a site after dark, at least one other employee shall also be on that site and in the near vicinity of the work to be done by the unit member until the work is completed.
- 5.10.1 The District will establish an identification tag system for classified employees
- 5.11 Unit members involved in accidents with District vehicles may be required to submit to testing regarding the possibility of being under the influence of alcohol or controlled substances.
- 5.12 DISTRICT SAFETY OFFICERS
- 5.12.1 Unit members in this classification shall receive minimum training of twenty-four (24) hours per year to effectuate the professionalism accompanying the position. This training schedule shall include appropriate safe and lawful use of restraint, defensive and de-escalation techniques.

- 5.12.2 Unit members in this classification shall work as part of a “District Safety Team” working with the School Police. This District Safety Team shall share resources and combine knowledge and skills to effectively deal with District site problems, crimes, and safety issues.
- 5.12.3 Unit members in the classification shall be subject to evaluations by the Chief of School Police Services (or designee within Police Services Management) with input from the School Principal.
  - 5.12.3.1 For the purposes of Article 9, Article 15, and any other article referring to “Immediate Supervisor,” the immediate supervisor for DSOs shall be the Chief of Police or his/her police department designee.
- 5.12.4 The parties shall establish a current and joint operations manual which would include a composite of current policies, procedures, and rules pertaining to the District Safety Officer function. This process shall be reviewed and amended annually, no later than February of each year. In addition, those items that are subject to bargaining shall be negotiated.
- 5.12.5 District Safety Officers will comply with District policy and uniformity at all sites. Each site will be held to the same standards as the other. A professional standard of conduct will also be adhered to.
- 5.12.6 Currently, the District requires the wearing of a distinctive uniform by DSOs, the cost of the purchase, lease or rental, dry cleaning, and replacement of such uniforms shall be borne by the District. The uniforms shall remain the property of the District.
- 5.12.7 DSOs who successfully complete an accredited Police Academy at their own expense shall be given priority consideration when applying for a School Police Officer vacancy in which they are qualified.
- 5.12.8 CSEA and the District agree to meet and negotiate regarding the creation of a career ladder for exceptional DSOs to be sent to the Police Academy to fill vacant police officer positions.

## 5.13 HANDLING OF MONEY

- 5.13.1 Each work site that handles funds shall keep/store such funds in a locked container.
- 5.13.2 Food Services at each school site shall keep/store its funds in a locked safe.
- 5.13.3 All funds shall be transported as follows:
  - 5.13.3.1 Food Services funds shall be transported from sites by armored car.
    - 5.13.3.1.1 For sites where the amount of money to be transported does not exceed an average of \$100/day, unit members may be requested to transport the money to another District site when that travel is part of their normal assignment (e.g., Alton site and Middle College High School).

- 5.13.3.1.1 Should food Service sales increase at these sites where the amount of money transported from other sites, then the armored car service shall be implemented
  - 5.13.3.2 Other funds, including student body funds, shall be transported from sites to the District office by armored car.
- 5.13.4 Written records regarding the handling of money shall be maintained.
- 5.13.5 When custody of money changes, an accounting of the custody change shall be provided to the employee relinquishing custody, including a signature of receipt and the amounts included.
- 5.13.6 Unit members whose job duties require the handling of money shall be required to attend annual mandatory training on the District policies and procedures for handling money.
- 5.14 DISCRIMINATION, SEXUAL HARASSMENT, AND HOSTILE WORK ENVIRONMENT
  - 5.14.1 Employees are guaranteed a healthful work environment free from:
    - 5.14.1.1 Discrimination, harassment, or hostile work environment due to the employee's race, sex, ethnicity, marital status, sexual orientation, physical appearance, physical or mental handicap, disability, or age.
    - 5.14.1.2 Unsolicited and unwanted requests for sexual relations, and discrimination, harassment, or hostile work environment for the refusal to submit to unsolicited or unwanted requests for sexual relations.
    - 5.14.1.3 Unsolicited and unwanted physical contact from others.
  - 5.14.2 This section shall not impinge upon the employer's obligation to manage and evaluate employees based upon their work performance.
  - 5.14.3 For the purposes of this section, the following definitions shall apply:
    - 5.14.3.1 Discrimination: Unlawful treatment or consideration of, or making a distinction in favor or against, an employee or group of employees based upon their race, sex, ethnicity, marital status, sexual orientation, physical appearance, physical or mental handicap, disability, or age rather than individual merit.
    - 5.14.3.2 Harassment: The persistent disturbance or torment of an employee or group of employees with repeated verbal attacks, insinuations, and innuendos of a nature that the targeted employee or group of employees find aggressive and/or offensive.

5.14.3.3 Sexual Harassment:

5.14.3.3.1 Physical: A singular event of unsolicited and/or unwanted physical contact by another person.

5.14.3.3.2 Verbal: Requests for sexual relations or relations beyond the scope of the work relationship after the targeted employee has stated to the offending person that further requests would not be welcome. Any comments made to an employee of a sexual nature about sexual relations or about physical appearance as a function of sexuality.

5.14.3.4 Hostile Work Environment: A work site or department where harassment and discrimination are allowed to occur after the immediate supervisor knew or should have known and has either done nothing and/or has been unsuccessful in stopping the inappropriate conduct and/or has perpetuated its continuance.

5.14.4 Employees who believe that they have suffered a violation of 5.14 may utilize the grievance procedure.

5.14.4.1 The grievance procedure for any 5.14 violation shall end at Level 3-Superintendent.

5.14.4.2 The filing of a grievance shall in no way impinge upon an employee's right to pursue a complaint against the District for any alleged conduct named in this section with the appropriate government agencies with jurisdiction. A complaint may be filed against the District by filing a District Complaint Procedure Form (Refer to Information - Miscellaneous).

5.14.5 All complaints involving discrimination, harassment, and/or Hostile Work Environment shall be investigated, including interviews with the accuser and accused, by the District within twenty-five (25) duty days following written notification of the complaint or occurrence. An extension shall be granted by mutual agreement between the District and CSEA.

5.14.6 If a District supervisor/manager is involved in the complaint involving discrimination, harassment, and/or Hostile Work Environment and the initial investigation confirms this involvement, the District shall meet with CSEA in order to resolve the complaint. If an independent non-District investigator was not used, CSEA may request within twenty-five (25) duty days such an investigation. The independent investigator shall undertake and complete all investigation within seventy-five (75) duty days. An extension shall be granted by mutual agreement between the District and CSEA.

5.15 FOOD SERVICE

5.15.1 A committee will be established which will be well balanced and representative of Central Kitchen as a whole, consisting of three (3) Food Service Workers and three (3) Administrative Personnel. Meetings would occur monthly with starting times to be set between 3:30 and 4:30 p.m.

- 5.15.2 There will be a minimum of seven (7) people on the line at all times, with the understanding that seven (7) people on the line is for the dual purpose of meeting production objectives, and providing a line speed that will not create a hardship on those working on the line. It may be necessary to pull people from other assignments occasionally in order to meet this seven (7) person objective.

#### 5.16 EFFECTS OF THE IMPLEMENTATION OF THE AMERICANS WITH DISABILITIES ACT (ADA)

- 5.16.1 Current bargaining unit members shall be considered to meet revised minimum physical requirements where applicable. Any documented current or future physical limitations shall be discussed with CSEA prior to taking action that may affect a unit member's employment status.
- 5.16.2 Should an employee become eligible for reasonable accommodation under the ADA, the parties agree to meet and re-evaluate the designation of essential functions on selected representative duties should the employee feel he/she may be unable to perform those functions with reasonable accommodation. The District shall determine the essential functions applicable to the position as necessary to facilitate the employees' ability to perform the job with reasonable accommodation.
- 5.16.3 The parties agree that employees shall be offered light duty (or restricted duty) whenever reasonably possible when the light duty assignment will not impede healing or risk permanent disability.
- 5.16.4 The District's determination shall not be arbitrary, capricious or unreasonable. Any conflict arising out of the designation of essential functions, or the assignment of minimum qualifications to a position, shall be resolved through the grievance procedure.

#### 5.17 EFFECTS OF DISTRICT'S DRUG/ALCOHOL TESTING PROGRAM (PROGRAM)

- 5.17.1 Any classified employees who are required to obtain and maintain a commercial driver's license in order to operate a commercial vehicle, as defined in the Drug/Alcohol Testing Program Manual (MANUAL), shall be covered by the PROGRAM.
- 5.17.2 The District's PROGRAM, as promulgated in the District's MANUAL of January 1996, 24 pages inclusive, and the Employee Handbook for the Drug and Alcohol Program (HANDBOOK), is to be incorporated in Article 5 of the contract by reference but shall not be grievable except for those provisions within the scope of negotiations.
- 5.17.3 Should a covered employee lose driving privileges through the implementation of the PROGRAM, such stipend will be suspended for the period the driving requirements are suspended in accordance with the program.
- 5.17.4 Any changes to the PROGRAM that fall within the scope of bargaining shall be negotiated with CSEA prior to implementation.

## **6.0 TRANSFER, TEMPORARY ASSIGNMENTS, PROMOTIONS AND VACANCIES**

- 6.1 All transfers within the Santa Ana Unified School District shall be made by the Superintendent or, in their absence, their designee.
  - 6.1.1 Transfer shall be defined as a change in work location and/or department, within the same classification as listed on the classified salary schedule, inclusive of any increase in hours and/or work year.
- 6.2 The supervisor or Division Superintendent may initiate a recommendation to the Human Resources Department in order to transfer a unit member. The following procedure shall be followed prior to the actual transfer being implemented:
  - 6.2.1 The unit member and the Association shall be sent a transfer notice in writing at the same time; it shall specify the reason(s) and work location.
    - 6.2.1.1 Transfers shall not be arbitrary, capricious, or discriminatory.
    - 6.2.1.2 Transfers which are disciplinary in nature should be referred to Article 15.
  - 6.2.2 All District initiated transfers, that are related to over or under staffing shall follow the steps below:
    - 6.2.2.1 The Human Resources Department shall provide written notice to the employees in the affected classification at the affected site/department requesting employee volunteers.
    - 6.2.2.2 The employee volunteer with the greatest classification seniority shall be selected for the transfer.
    - 6.2.2.3 After three (3) duty days should there be no volunteers, the least senior employee in the said classification shall receive the transfer.
    - 6.2.2.4 Unit members who have been transferred due to over and/or under staffing shall be eligible to return to their original site and/or department, if and when their original site and/or department become available/vacant, within twelve (12) months if voluntary or twenty-four (24) months if involuntary.
      - 6.2.2.4.1 Unit members shall submit an over/under staffing transfer form, within thirty (30) days of their transfer, through the District's Human Resource system.
    - 6.2.2.5 In the event a site closure occurs, and there are no vacancies District-wide to absorb the unit members to be transferred, Article 16.5 shall be followed.
      - 6.2.2.5.1 The transferred unit members shall not result in loss of hours, salary, or any health and welfare benefits negotiated in this Agreement.

- 6.2.3 The transfer recommendations may be initiated at any time.
- 6.2.4 Any unit member recommended by District management for transfer may appeal the transfer to the Division Superintendent within 5 duty days. The appeal is to be in writing stipulating the reasons that the transfer should not be made. The transfer shall be put on hold until the final decision is rendered.
- 6.2.5 The Division Superintendent or designee shall meet and confer with the Association and affected member to review the appeal. The decision to the appeal shall be forwarded to the Association and unit member, in writing, within six (6) duty days from the date of the meeting.
- 6.2.6 Any unit member affected by such transfer must receive written notice at least ten (10) duty days prior to effective date.
- 6.2.7 Any transfer may be rescinded by the Board of Education.
- 6.3 Permanent unit members within the same classification requesting a transfer from one school or department to another shall abide by the following:
  - 6.3.1 The unit member may apply for a transfer, District Transfer applications shall be active from July 1 to June 30 in the year for which they are submitted.
  - 6.3.2 All vacancies, by specific job title and location, for which the District has received a transfer application shall be posted for internal candidates only for a period of no fewer than five (5) working days prior to being filled.
  - 6.3.3 When vacancies occur, all unit members who have submitted a transfer application for the position in which the vacancy occurs shall be interviewed.
  - 6.3.4 If more than one unit member wishes to be transferred to a particular vacancy, the unit member with the greatest seniority in said classification shall be given appropriate consideration.
  - 6.3.5 Upon mutual agreement by CSEA and the site administrator, such interviews may be held at the site where the vacancy exists. Interview panel process will follow Article 6.7 – Filling of Vacancies.
- 6.4 TEMPORARY ASSIGNMENT (Working Out of Classification)
  - 6.4.1 Temporary assignments shall be defined as any unit member who is assigned by Management to assume the duties of a higher classification. The unit member will be compensated in accordance with Article 6.4.5. When the temporary assignment is complete, the employee will move back to their previous site, position, grade, and step. The unit member selected will receive written notification of position and location with start and end dates of temporary assignment. This section is effective only if such assignment is three (3) consecutive days, or an accumulation of more than five (5) days in a fifteen (15) day working period. The District will adhere to Ed Code and any other statutory authorities.



6.4.1.1 A temporary assignment shall not normally exceed ninety (90) duty days. Should the temporary assignment exceed ninety (90) duty days, the assignment shall be reviewed for necessary continuance.

6.4.2 Temporary assignments may be initiated at any time.

6.4.3 The District will make a good faith effort to minimize temporary assignments. If affected unit member(s) believe(s) abuse of the practice is evident, and the immediate supervisor does not rescind the reassignment, then an appeal may be made to the Division Superintendent for review. The Division Superintendent or designee shall meet and confer with the Association and affected member to review the appeal. The decision to the appeal shall be forwarded to the Association and unit member within six (6) duty days from the date of the meeting. Summer assignments are not subject to this provision.

6.4.4 Site/department unit members shall have equitable access to temporary assignment opportunities. All interested and qualified site/department unit members in appropriate classifications shall be given fair consideration for such assignments on a rotational basis. In the absence of interested and qualified site/department unit members, management shall assign on a rotational basis. Unit members not selected for a temporary reassignment may file a written request for a written statement of reasons for non-selection. Non-unit members shall not be offered temporary assignments over qualified bargaining unit members.

6.4.5 Any unit member assigned by the District to a higher classification shall be paid a salary assigned to the higher position on the lowest step which will give an increase over the unit member's regular salary.

6.4.6 When a unit member is temporarily assigned to a position in a lower salary classification (i.e. summer assignment), the unit member shall retain his/her grade and step.

6.4.7 Any temporary assignment may be rescinded by the Board of Education.

## 6.5 PROMOTIONS

A promotion is an advancement for a CSEA Unit Member from a lower to a higher classification. It shall be the policy and practice of the District to encourage promotion from within for CSEA Unit Members.

6.5.1 All promotional opportunities shall be posted at every site, District Office, and District Website for a minimum of seven (7) duty days prior to being filled.

6.5.1.1 All promotional opportunities of greater earnings shall be flown in house first.

6.5.2 The following procedures shall serve as guidelines for all promotions:

6.5.2.1 Permanent unit members may apply for promotional positions. Probationary unit members may apply as a new hire.

- 6.5.2.2 All qualified CSEA Unit Member applicants for the posted promotional positions shall be interviewed.
- 6.5.2.3 Efforts will be made to interview candidates for the promotional position utilizing similar questions developed from the same guidelines and/or job description.
- 6.5.2.4 The unit member with the greatest seniority shall be given priority consideration.
- 6.5.2.5 All unit members not selected for promotion after the final interview may request an interview through Human Resources to discuss improvements that will assist the unit member in future promotions.
- 6.5.3 The promoted unit member shall serve a trial period of six months in the new position and shall receive a new anniversary date which will become effective upon successful completion of the trial period, the date to be determined in accordance with these provisions.
  - 6.5.3.1 A promoted unit member shall receive a formal written performance appraisal at the end of the third and fifth month of work.
- 6.5.4 Any unit member who fails to successfully complete the trial period of six (6) months for the promotional period shall be employed in the classification from which he or she was promoted. This may be accomplished as follows:
  - 6.5.4.1 The supervisor of the promoted employee and the employee may agree that the vacated position be filled with a temporarily-assigned unit member.
    - 6.5.4.1.1 Every reasonable effort shall be made to temporarily assign a unit member.
    - 6.5.4.1.2 If no unit member is temporarily assigned, a substitute maybe assigned during the six- (6) month trial period until the promoted employee gains permanency in the promotional position.
    - 6.5.4.1.3 Should the promoted unit member not pass the trial period; he/she shall then be placed in the position from which he/she came that had been filled by a temporary assignment or a substitute.
  - 6.5.4.2 If the supervisor requests to fill the vacated position with a regular (probationary or permanent) employee, the District shall place the unsuccessful promoted employee in an existing vacancy within the previous classification.
  - 6.5.4.3 If no vacancy exists in the previous classification, the unsuccessful promoted employee may agree to accept a vacant position outside his/her classification for up to sixty (60) working days while awaiting a vacancy to arise within his/her classification. If the employee does not accept a vacant position outside his/her classification, or if the sixty (60) days has expired, the least senior employee in the classification shall be bumped.

6.6 SUMMER SCHOOL AND/OR INTERSESSION (ALL DISTRICT PROGRAMS) / EXTENDED SCHOOL YEAR (ESY)

- 6.6.1 Selection of unit members to fill these openings will be made from qualified applicants in the same job family as the opening. Job family means the major headings on the classified salary schedule. When, in the judgment and discretion of the district management, two or more applicants are equally qualified, the applicant with greater District seniority shall be selected.
- 6.6.2 Should the need arise to reduce the staffing for these programs at a specific site, the unit member with the most seniority in said classification shall remain at that site.
  - 6.6.2.1 This shall not include Instructional Assistant-Severely Handicapped, Autism Paraprofessional, and other special circumstances (i.e. one on one, etc.) when deemed appropriate and necessary by the District.
- 6.6.3 All employees working these programs shall be covered by the terms and provisions of this agreement.
- 6.6.4 Non-unit employees shall not be deployed in these positions unless there are no qualified unit members applying for the assignment.

6.7 FILLING OF VACANCIES

- 6.7.1 All applicants for any classified position (promotional or new hire) shall test to demonstrate they meet the minimum qualifications of the position.
- 6.7.2 All applicants who test shall meet the minimum qualifications of education, training, experience, and length of service (if required) for the position as established by the Board of Education.
- 6.7.3 Unit members who are required to test or interview during their work hours shall be provided up to three (3) hours of District-release time for travel, test, and/or interview.
- 6.7.4 The interview panel, if utilized for the filling of any vacancy, shall be comprised of at least one (1) employee who has the skills or has performed the specific job duties of, of the actual position being filled. This does not apply to entry-level positions.
- 6.7.5 The District shall give no less than a five (5) day notice of scheduled interviews for CSEA Chapter #41 to appoint a representative to a classified interview panel unless otherwise agreed to on a case by case basis, by the Associate Superintendent, Human Resources or designee and CSEA Chapter #41 President or designee.
- 6.7.6 When the number of applicants meeting minimum requirements is more than four, Human Resources personnel shall appoint an interview committee of three to five individuals to interview the eligible applicants. The immediate supervisor of that position generally shall not be a member of that committee. If the immediate supervisor is a committee member, the committee must consist of at least four individuals.

## **7.0 ABSENCES/LEAVES**

### **7.1 GENERAL PROVISIONS**

- 7.1.1 Any unit member who is absent from work without authorization or who fails to return to work as scheduled after the expiration of an authorized leave of absence, shall be deemed to have abandoned employment with the District, when an employee does not report to work as scheduled and does not notify the employer of their intention to quit or unless extenuating circumstances prevail.
- 7.1.2 All unpaid leaves of more than twenty (20) duty days shall be without fringe benefits except for a Family Care and Medical Leave (see 7.3.8). The individual unit member may make arrangements through Human Resources to pay the premium for fringe benefits for the time on leave (if permitted by the carrier).
- 7.1.3 Any authorized absence of twenty (20) duty days or less not covered by illness, personal necessity provisions or other articles of this agreement, shall be without compensation. Health and dental benefits shall be maintained.
- 7.1.4 No credit for leaves shall be given on the salary schedule if the length of paid service is less than 75% of the duty days for that assignment for that fiscal year.
- 7.1.5 At the expiration of any unpaid leave, the unit member will be assigned to a vacant position in the classification in which the employee holds status. If no such vacant position is available, the unit member's name shall be placed on a re-employment list for the classification for a period of 39 months. The unit member may return to a classification at the same or lower salary level for which status is held.
- 7.1.6 The unit member shall notify the Human Resources Office at least ten (10) duty days prior to the end of the leave of any intention to return to the District at the expiration of the leave or resign from the District. Failure to notify the Human Resources Office shall be considered a resignation from the District unless extenuating circumstances prevail.
- 7.1.7 Only permanent unit members who have completed two (2) years of service are eligible to apply for a leave. (Exception: child care leaves.)
- 7.1.8 After a leave has been approved, the District is under no obligation to return the unit member to service sooner than that approved, but will consider a written request by the unit member to return to work earlier.
- 7.1.9 When the District requires a physical examination for any absence or leave, the District pays the cost related to the first physician's visit. (i.e. – District cost related to required office visit, required co-pays, fees for self-parking, if applicable, mileage, cost from work site to office.)
- 7.1.10 All bargaining unit members shall enter into the District's absence management system all sick leave absences of one day or more as soon as they are aware of their impending absence. Unit members are also encouraged to notify their immediate supervisor of such absences.

## 7.2 ABSENCES

### 7.2.1 Maternity

7.2.1.1 All unit members bearing a child shall be entitled to maternity absence without pay except as stipulated in 7.3.1.4.

7.2.1.1.1 Medical and dental benefits will continue during the absence.

7.2.1.2 The maternity absence request shall be on the approved District form.

7.2.1.3 The effective beginning date and the length of the absence shall be determined by a written statement from the unit member's physician.

7.2.1.3.1 Maternity absence shall be that amount of time required for recuperation from childbirth.

7.2.1.3.2 Any absence prior to the delivery date shall be handled in accordance with provisions governing other absences due to illness or physical disability.

7.2.1.4 The use of accumulated sick days and other pay benefits of duty days during this recuperation period will be permitted under the following conditions:

7.2.1.4.1 The attending physician stipulates, in writing, that the unit member is either too ill or is physically disabled and unable to work.

7.2.1.5 At the expiration of the maternity absence, the unit member will be assigned the position which was held at the beginning of the absence. A physician's statement shall contain a verification of absence days with an unrestricted release to return to service with a date of return.

7.2.1.6 Baby/Child Bonding – Up to five (5) duty days of unpaid absence are available at time of birth or adoption for the mother and father, if requested.

### 7.2.2 Illness/Personal Injury

7.2.2.1 A unit member shall be credited with one sick day per month for each month of service. A unit member employed less than forty (40) hours per week shall be credited that proportion of one day per month as the number of hours per week the unit member is employed bears to forty (40).

7.2.2.1.1 A month of service is at least 75% of the working days in that month.

7.2.2.1.2 A unit member who works 50% or more, but less than 75% of the working days in a month, shall earn 1/2 sick day.

- 7.2.2.2 Unit member shall receive their regular rate of pay for the day of absence.
- 7.2.2.3 At the beginning of each fiscal year, the full amount of sick days entitled under this section shall be credited to each unit member. Credit for sick days need not be earned prior to using such absences and such absences may be used at any time during the year. However, a new unit member of the District shall not be eligible to use more than six days until the first day of the calendar month after completion of 130 consecutive duty days of active service with the District.
- 7.2.2.4 The full amount of sick days not taken shall be accumulated from year to year.
- 7.2.2.5 Any absence exceeding five (5) days requires a written statement listing the absence day(s). The statement shall be by a duly licensed physician or acceptable evidence of treatment and the need therefore by the practice of the religion of any well-recognized church or denomination shall be required in each payroll reporting period.
- 7.2.2.6 The District Human Resources Office, at its discretion, may require certification of illness absence from a physician or other acceptable verification of illness for any of the first five (5) days of absence provided that the District has reasonable cause to believe the unit member violated the use of sick days.
- 7.2.2.7 Unit members who serve in summer school and/or intersession (all District programs) shall earn additional days for illness or injury, and may use accumulated entitlement for illness or injury during the time when they render service in summer school and/or intersession.
- 7.2.2.8 Extended Sick Leave Benefit (100 days of half pay): Pursuant to Education Code Section 45196, each unit member shall once per year, be credited with 100 work days of extended illness and injury leave in addition to regular sick leave provided for in this Agreement.

Each day of leave provided under this section shall be compensated at the rate of 50% of the unit member's regular salary. This leave benefit shall be available after all full-paid sick leave entitlement has been exhausted.

The 100 days of leave shall commence on the first day of leave after having exhausted all full-paid sick leaves, but shall exclude paid vacation and holidays. Holidays (e.g., Thanksgiving) that occur during a period of extended sick leave shall be paid at the employee's regular holiday rate rather than the 50% rate. Holidays shall not count toward the 100-day total period of extended leave. Unused extended sick leave does not continue into the next school year. Extended sick leave does not accumulate from year to year.

- 7.2.2.8.1 The District will provide each unit member with an annual statement of sick leave status.

7.2.2.9 The unit member is required to notify the immediate supervisor/designee as soon as possible of a pending absence from work. Unit members shall enter into the District's absence management system all sick leave absences of one day or more as soon as they are aware of their impending absence.

7.2.2.9.1 Employees who are ill shall either notify the District daily if they continue to be absent, or shall advise the District of an expected return date. In the case of the latter, if the employee does not return on the expected return date, they shall notify the District of a revised return date or call daily from that date forward.

7.2.2.9.2 Unit members who are on sick leave shall not be required to perform any duties.

7.2.2.10 In cases where a substitute is normally used for day-to-day absences and/or when a unit member has been absent due to illness for ten (10) or more consecutive duty days, the unit member shall, on the last day of absence, notify the immediate supervisor/designee at least one hour before the end of the normal duty day if the unit member is returning the following day.

## 7.2.3 Bereavement

7.2.3.1 Pursuant to Ed Code 44985, each unit member shall be granted three (3) duty days of paid absence or five (5) duty days if out of State or if travel of more than 250 miles one way is involved, for each bereavement, due to the death of any member of the immediate family. Verification of death of member of immediate family and travel distance may be required by the District.

7.2.3.1.1 Any unit member appointed executor of an estate may utilize, but not duplicate, the duty days as provided in Section 7.3.3.1.

## 7.2.4 Jury Duty

7.2.4.1 A unit member shall be entitled to absence without loss of pay for any time the unit member is required to perform jury duty. The District shall pay the unit member the difference, if any, between the amounts received for jury duty and the unit member's regular rate of pay. Any meal, mileage, and/or parking allowance provided the unit member for jury duty shall not be considered in the amount received for jury duty. On any day during which any unit member serves three hours or more on jury duty, the unit member shall be relieved from work. If less than three hours, including travel time to the work site (if jury duty is outside of Orange County), the remainder of the shift shall be performed.

7.2.4.1.1 If jury duty is postponed to off-cycle or other non-duty days, unit members will be paid the equivalent of substitute pay for their position while on jury duty. (Not applicable to 12 month employees.)

7.2.4.2 Grand Jury service shall be excluded from paid jury service.

7.2.5 Military

7.2.5.1 A unit member shall be entitled to any military absence provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military absence.

7.2.6 Occupational Accident and Illness

7.2.6.1 All unit members shall be entitled to an occupational accident or occupational illness absence not to exceed sixty (60) duty days in any one fiscal year for the same accident or illness.

7.2.6.2 The unit member shall notify the immediate supervisor of the injury/illness without undue delay.

7.2.6.3 If the injury/illness results in lost time from work, the Board of Education may require the unit member to submit to a physical examination by a physician selected by the Board at any time during the absence period. Cost of the examination will be borne by the District.

7.2.6.4 The following rules shall apply:

7.2.6.4.1 Allowable leave shall not be accumulated from year to year;

7.2.6.4.2 Occupational injury or illness absence shall commence on the first day of absence;

7.2.6.4.3 The unit member shall be paid such portion of the salary due him for any month in which the absence occurs as, when added to the temporary disability indemnity will result in a payment of not more than the unit member's full salary;

7.2.6.4.4 Occupational injury or illness absence shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award;

7.2.6.4.5 When an occupational injury or illness absence extends into the next fiscal year, the unit member shall be entitled to only the amount of unused days for the same illness or injury.



7.2.6.5 Upon termination of the occupational injury or illness absence benefit, the unit member shall be entitled to the other benefits provided in this Agreement and for the purposes of each of these Sections, the absence shall be deemed to have commenced on the date of termination of the occupational injury or illness absence benefit, and entitlement or other sick leave will then be used; but if a unit member is receiving Worker's Compensation, the unit member shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensatory time, vacation or other available leave which, when added to the Worker's Compensation award, will result in a payment of not more than the full salary.

7.2.6.6 During any paid absence, the District shall issue the unit member appropriate salary warrants for payment of the unit member's appropriate salary and shall deduct normal retirement and other authorized contributions.

7.2.6.7 Any unit member receiving benefits as a result of this regulation shall, during periods of injury or illness, remain within the State of California unless, upon written request for such travel, the Board authorizes travel outside the State.

7.2.6.8 A unit member who has been off work as the result of an occupational injury or illness shall have a signed release from the treating physician, duly licensed, prior to returning to work.

7.2.6.8.1 Limited capacity releases from the treating physician are acceptable for return to work at the discretion of the District only if the specified limitations will not prohibit the unit member from performing the essential functions of the position with reasonable accommodation comparable to that required by applicable federal and state laws. At the discretion of the District, employees may return to other positions on a temporary basis with no loss in pay until ready to return to their regular assignment.

7.2.6.8.1.1 This section shall apply to leaves taken in 7.3.2 or 7.3.6.

## 7.2.7 Personal Necessity Absence

7.2.7.1 Unit members shall be allowed no more than seven (7) days of accumulated sick leave, per school year, for the purposes of personal necessity/compelling absence. As soon as practical, unit members shall acknowledge, via a Personal Necessity Absence Form to be turned in to their immediate supervisor, that the absence for the day(s) indicated was taken for the following reasons: (a) the need for absence is beyond the unit member's immediate control, (b) presents unavoidable conflict with duty hours, and (c) the unit member has no reasonable alternative; such as:

7.2.7.1.1 The death of a member of the unit member's immediate family when additional absence is required beyond that provided in the bereavement section of this article.

- 7.2.7.1.2 As a result of an accident or illness involving a member of the unit member's immediate family
- 7.2.7.1.3 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness. Proof of required attendance must be verified. (This includes appearances as a result of being a victim of a crime or domestic violence) If all seven (7) days of personal necessity have been utilized, victim of a crime or domestic violence absences may be charged to vacation or compensatory time. If no accrued time is available, the leave may be taken as unpaid.
- 7.2.7.1.4 A catastrophe making it impossible for the unit member to report to work without putting the unit member or the unit member's property in danger. (A catastrophe is a sudden, widespread or extraordinary disaster, such as a serious earthquake or flood.)
- 7.2.7.1.5 Student-free and/or non-duty days for less than 12-month employees.
- 7.2.7.1.6 School activities for a unit member's child/dependent in accordance with California Labor Code 230.8.
- 7.2.7.1.7 Extended medical or dental appointments.
- 7.2.7.1.8 Religious observance.
- 7.2.7.1.9 Funeral of a close friend or relative not covered under the Bereavement Section of this Article.
- 7.2.7.1.10 Such other reasons approved by the District, handled on an individual basis.

## 7.2.8 Family Care and Medical Leave

- 7.3.8.1 A unit member who meets all the requirements of eligibility shall be entitled to four (4) months of unpaid leave in any twelve- (12) month period and four (4) months of paid health and welfare benefits (at the same level paid for unit members not on leave). A twelve- (12) month period commences on the first day of the leave. The four (4) months may be taken in increments.
- 7.2.8.2 A unit member shall have been employed for a minimum of twelve (12) months (date of hire plus twelve [12] months) to be eligible for family care medical leave.
- 7.2.8.3 Leave may be granted for the birth, adoption, or foster care of a child or for the serious health condition of a unit member or the unit member's child, spouse or parent/stepparent.

- 7.2.8.4 "A serious health condition" is one that involves either inpatient care in a hospital, hospice or residential care facility, or outpatient continuing treatment, or continuing supervision of a health care provider.
- 7.2.8.5 A "child" means a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person who is not the parent but responsible for raising the child.
- 7.2.8.6 A "parent" means a biological, foster, or adopted parent, a stepparent, a legal guardian or a person who is responsible for raising the unit member when the unit member was a child.
- 7.2.8.7 The unit member shall retain his/her unit member status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any unit member benefit plan.
- 7.2.8.8 A unit member may elect to substitute for family care and medical leave any accrued vacation or any other paid or unpaid negotiated time.
- 7.2.8.9 A unit member may elect, and the District may require, a unit member to substitute for family care and medical leave his/her accrued sick leave for serious health condition of the unit member.
- 7.2.8.10 A unit member, with the District's concurrence, may substitute for family care and medical leave his/her accrued sick leave for the adoption or foster care of a child or for the serious health condition of a child, spouse, or parent/stepparent of the unit member.
- On an annual basis, the first six (6) days of utilization of a unit member's accrued sick leave for the illness of a child, spouse, or parent/step-parent may be used without the district's concurrence.
- 7.2.8.11 If husband and wife are both unit members of the District, each is entitled to four (4) months per twelve- (12) month period.
- 7.2.8.12 If a unit member's need for family care leave is foreseeable, he/she shall give the District reasonable advance notice.
- 7.2.8.13 If leave is needed for a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling shall be subject to the health care provider's approval.
- 7.2.8.14 A health care provider's verification of a serious illness or serious health condition shall be provided by the employee at the time a request for leave is filed.
- 7.2.8.15 Disability leave granted for pregnancy shall be in addition to family care and medical leave.

- 7.2.8.16 An employee's sick leave upon mutual agreement with the District, may be used for the care of the serious illness of a child, parent or spouse.
- 7.2.8.17 The District shall provide FMLA information/updates to bargaining unit members on an annual basis. Additionally, the District shall provide contact information to all unit members regarding a Human Resources staff member who will be able to answer individual FMLA questions. All District timekeepers shall be trained as needed, as it relates to payroll.

### 7.3 LEAVES

#### 7.3.1 Leaves will be considered for the following reasons:

7.3.1.1 Family matters of an emergency nature.

7.3.1.2 Rest and recuperation if in the best interest of the District, to be accompanied by a medical advisor recommendation.

7.3.1.3 Child care.

7.3.1.4 Academic preparation - when the unit member is entered on a planned District-approved program of study.

7.3.1.5 Other reasons not covered above.

7.3.2 A leave request for academic preparation and "other reasons" (see 7.4.1.5) must be submitted on the proper form to the Human Resources Office at least four (4) weeks prior to the beginning of the leave, except that the time limitations may be waived in any case in which the nature of the leaves makes such notification impossible.

7.3.3 Managers may excuse an employee for personal business for up to two (2) days in any one (1) school year. The request shall be made prior to the absence. The absence shall be with loss of pay equal to 50% of the employee's pay.

7.3.4 The Superintendent may excuse for one (1) to five (5) days with loss of pay for the first two (2) days in accordance with 7.4.3 above and remaining three (3) days at full loss of pay.

### 7.4 CATASTROPHIC LEAVE

#### 7.4.1 Establishment of Catastrophic Leave Bank

- a. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 7.5.3 below.
- b. For the purpose of this section, a "day" shall be any day an employee is expected to be on duty. A "duty day" is defined as the specific hours of work of each employee. Time in the Catastrophic Leave Bank shall accumulate from year to year. During Catastrophic Leave, employees shall receive all the rights and privilege they would normally receive on regular status.

- c. Time shall be contributed to the Bank and withdrawn from the Bank without regard to the rate of pay of the Catastrophic Leave Bank participant.
- d. Donations may be solicited and received from all employees of the Santa Ana Unified School District on a day for day basis regardless of their employment position within the district. If non-bargaining unit members wish to contribute, they may do so without the benefit of withdrawing from the CSEA Catastrophic Leave Bank.

#### 7.4.2 Definition of Catastrophic Leave

- a. An illness or injury as certified by an attending physician that incapacitates the employee which requires the employee to take time off from work and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her accrued sick leave, vacation leave, compensatory time and Extended Sick Leave.
- b. Not covered: Illnesses or accidents resulting from commission of a felony or elective cosmetic surgery. Also not included are illnesses or accidents, which may be covered under the Worker's Compensation Insurance Program.

#### 7.4.3 Eligibility and Contributions

- a. All unit members who have permanency in the District and have at least 1 year of sick leave accrued are eligible to contribute to the Catastrophic Leave Bank.
- b. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- c. The employee shall authorize the contribution on the appropriate form, and once an employee has applied, an automatic annual contribution will be made. The employee shall remain eligible as long as the contribution has been made as needed by the provisions of this Article.
- d. An employee may end participation in the Catastrophic Leave Bank by sending a written request on the appropriate form to end participation to the District during the open enrollment period July 1 through September 15 of each school year. Any sick days donated to the Catastrophic Leave Bank will be forfeited.
- e. Open enrollment shall occur annually between July 1 through September 15 of each school year. Failure to make an annual contribution shall result in termination of membership in the Bank.
  - 1. New employees, upon receiving permanency, shall be eligible to contribute without waiting for the open enrollment.
- f. The rate of contribution by each participating unit member shall be a minimum of two (2) days of sick leave or one vacation day per school year.

1. Additional days may be contributed by members with more than two (2) years of accumulated sick leave, but shall not exceed 20% of their accrual.
  2. Members who are retiring may donate any portion of their unused sick leave and/or vacation to the bank.
- g. Contributions to the Catastrophic Leave Bank shall not affect the earning of additional sick leave days as stated in Article 7, Section 7.3.2.
  - h. Sick leave previously authorized for contribution to the Bank shall not be returned to the employees.
  - i. Requests for catastrophic leave or granting of days from the Catastrophic Leave Bank do not absolve an employee from providing all necessary documents verifying illness/injury and authorizing absence from the District due to illness/injury.

#### 7.4.4 Withdraw from the Bank

- a. Employees must use all accrued sick leave, vacation leave, compensatory time and Extended Sick Leave available to them before being eligible to withdraw from the Bank.
- b. If a unit member is incapacitated, applications may be submitted to the District by the participant's agent or member of the employee's family.
- c. Withdrawals from the Catastrophic Leave Bank shall be granted in units up to twenty-five (25) days. The maximum amount of time for which donated leave may be used, shall not exceed a maximum period of twelve (12) consecutive months.
- d. Employees applying to withdraw or extend their withdrawal from Catastrophic Leave shall be required to submit a doctor's statement to include an original signature indicating the nature of the illness or injury and the probable length of absence from work. The District shall keep information regarding the nature of the illness confidential.
- e. Any approved unused catastrophic leave days shall be returned to the Bank.
- f. Any fraudulent or inappropriate use of donated days will result in the employee returning any resulting overpayment of wages and may subject the employee to further disciplinary actions as found appropriate by the District per the terms of this collective bargaining agreement. The overpayment of wages will be converted by the District to days returned to the Catastrophic Leave Bank. The number of days returned shall equal the number of hours fraudulently or inappropriately used by the employee.
- g. If the Catastrophic Leave Bank does not have sufficient hours/days to fund a withdrawal request, the District is under no obligation to provide hours/days and the District is under no obligation to pay the participant any funds whatsoever. If the District denies a request for withdrawal, because of insufficient hours/days to fund the request, they shall notify the employee, in writing, of the reason for denial.

- h. Withdrawals shall become effective immediately.

#### 7.4.5 Administration of the Bank

- a. The District shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying employee requests, receiving request by employees to end participation, and communicating its decisions, in writing, to the employee participants, to the Association, and to the District. Denials are subject to review by CSEA as to compliance with the terms and conditions of the collective bargaining agreement and of this article, but the decision of denial by the District shall not be grievable. The various required Catastrophic Leave Bank Forms shall be a result of the collective bargaining efforts of the District and CSEA.
- b. Applications shall be reviewed and decisions reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- c. The District shall keep all records and decisions confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal. The District and the Association will not use any information gathered for purposes other than to maintain the Catastrophic Leave Bank.
- d. Each month, the District shall provide CSEA with:
  - 1. The amount of time contributed by employees for the current year
  - 2. The names of participating employees
  - 3. The total amount of time available in the Bank
  - 4. The names of the employees and number of days withdrawn during the previous month.
- e. The unit member must waive any and all claims against the Association, the SAUSD Board of Education, the District and its officers and employees arising from the administration of the Catastrophic Leave Bank program.
- f. If the Catastrophic Leave Bank is dissolved for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.
- g. In the event the District fails to provide information requested, CSEA may exercise their Grievance rights provided in Article 10.
- h. The Catastrophic Leave section of this Article may be reopened at the request of either party and upon mutual agreement.

## 8.0 VACATION AND HOLIDAYS

### 8.1 VACATION

- 8.1.1 All unit members who work at least 75% of the working days in a month shall earn one-day vacation allowance for each month worked. Additional vacation is earned according to the following conditions:
  - 8.1.1.1 After 5 years of service, vacation shall be earned at the rate of 1-1/4 days per month worked.
  - 8.1.1.2 After 10 years service, all unit members shall earn vacation at the rate of 1-1/2 days per month worked.
  - 8.1.1.3 After 15 years service all unit members shall earn vacation at the rate of 1-3/4 days per month worked.
  - 8.1.1.4 After 20 years of service all unit members shall earn vacation at the rate of 2 days per month worked.
  - 8.1.1.5 A unit member who works 50% or more, but less than 75% of the working days in a month, shall earn 1/2 day of vacation for each month.
  - 8.1.1.6 Vacation allowance for unit members working less than full time shall be prorated equivalent to current assignment.
- 8.1.2 In the event of the unit member's separation from the District prior to completion of 130 duty days, a unit member shall not be entitled to the use or payment for any earned vacation.
- 8.1.3 The administrator and/or immediate supervisor shall schedule vacation times using the following procedures:
  - 8.1.3.1 The administrator and/or immediate supervisor shall schedule vacation times at the unit member's request if the request is made at least thirty (30) calendar days before commencing of vacation time and if the request does not seriously impede District operations.
  - 8.1.3.2 The administrator and/or immediate supervisor shall inform the unit member as to whether the time requested seriously impedes District operations with an explanation, in writing, as to the seriousness, within ten (10) calendar days after submission of the request.
  - 8.1.3.3 If the vacation time requested does not seriously impede District operations, the administrator and/or immediate supervisor shall notify the unit member, in writing, that the request has been approved within ten (10) calendar days after submission of the request.



- 8.1.3.4 All requests made less than thirty (30) calendar days before vacation time is requested to commence, shall be scheduled at the administrator and/or immediate supervisor's discretion. The administrator and/or immediate supervisor shall notify the unit member, in writing, within ten (10) calendar days of submission as to whether the request is approved or denied.
  - 8.1.3.5 Request for vacation time shall not be denied arbitrarily or capriciously.
  - 8.1.3.6 The unit member may appeal the decision to rescind a vacation, a vacation denial, or a refusal to provide a response to a vacation request to the Associate Superintendent, Human Resources, or the unit member may file a grievance.
- 8.1.4 Unit members working twelve (12) calendar months shall use all earned vacation not later than the end of the fiscal year following the year in which it was earned. When circumstances preclude the taking of earned vacation within the time allowed, a maximum of one-half of the annual vacation allowance may be carried over subject to the approval of the Associate Superintendent, Human Resources or his/her designated representative. Exceptions up to one year of annual vacation allowance carry over may be approved by the Superintendent or their designee.
  - 8.1.4.1 Administrator and/or immediate supervisors may approve the taking of vacation prior to having earned the vacation credit when circumstances are such that it is advantageous to both the District and the employee.
- 8.1.5 Unit members working less than twelve calendar months shall take all earned vacation within their specified working period. Earned vacation credit need not be accrued prior to taking such vacation by unit members in this category and, with the approval of their administrator and/or immediate supervisor; unit members may take vacation at any time during their specified working period.
  - 8.1.5.1 Unit members who are unable to take all earned vacation shall be allowed to be paid off for up to five (5) days of earned vacation subject to the approval of the Division Superintendent, or his/her designated representative.
- 8.1.6 A permanent unit member terminating for any reason shall be paid for any unused earned vacation. Such payment shall be at the rate in effect on the unit member's last working day before termination.
- 8.1.7 If a unit member is terminated and had been granted vacation which was not yet earned at the time of termination of his services, the employer shall deduct from the unit member's severance check the full amount of salary which was paid for such unearned days of vacation taken.
- 8.1.8 A permanent unit member may interrupt or terminate vacation in order to begin another type of paid absence without a return to active service, provided the unit member follows regular procedure to notify the District of the basis for such interruption or termination.

- 8.1.9 Each unit member will receive written notification whenever there is a change in the number of vacation days earned per month.
- 8.1.10 Each unit member who works in any summer program and/or intercession shall be credited with earned vacation days based upon total actual hours worked during the month which includes the summer and/or intercession program, divided by regular monthly hours (assigned hours per workday times 21.67) multiplied by unit member's vacation allowance.

## 8.2 HOLIDAYS

- 8.2.1 The District agrees to provide unit members with the following paid holidays, provided that holiday occurs during the unit member's scheduled work year (i.e., 9.5 month, 10 month, 12 month):

- New Year's Day;
- Martin Luther King, Jr. Holiday;
- Lincoln's Holiday;
- Washington's Holiday;
- Memorial Day;
- Juneteenth (June 19<sup>th</sup>);
- Independence Day;
- July 5<sup>th</sup> for 12 month employees. If the July 5<sup>th</sup> holiday falls on the weekend, the fixed holiday shall be observed on the next regular work day;
- Labor Day;
- Veterans Holiday;
- Thanksgiving Day;
- Thanksgiving Holiday (in lieu of Admission Day);
- Christmas Day and;
- Winter Holidays (minimum of 3 days)

- 8.2.2 In order to be eligible for a paid holiday, the following applies:

8.2.2.1 Employees are eligible for paid holidays occurring during their scheduled work year. For holidays which occur outside their scheduled work year, employees must be in paid status during any portion of the working day immediately preceding or succeeding the holiday.

- 8.2.3 A holiday falling within a prescribed vacation period shall be deemed a holiday and not chargeable as vacation.

- 8.2.4 Time during which a unit member is excused from work because of holidays, sick days, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the unit member for the purpose of determining paid status.
- 8.2.5 Three (3) unit members shall be appointed to serve on the District calendar development committee.
- 8.2.5.1 Lincoln's birthday holiday will be scheduled as follows effective with the 1998-99 year.
- If February 12 falls on Sunday, Monday, Tuesday, or Wednesday, the holiday will be scheduled for the Monday.
- If February 12, falls on Thursday, Friday, or Saturday, the holiday will be scheduled on Friday.
- 8.2.5.2 By June 1 of the preceding school year, the parties shall negotiate the annual classified work calendar to establish the starting and ending dates for each classification and the recess periods, if any.
- 8.2.6 Unit members who are scheduled to work Sunday through Thursday shall observe holidays on the day prior to the day observed by employees scheduled to work Monday through Friday.

## **9.0 EVALUATION PROCEDURES**

### **9.1 PROBATIONARY UNIT MEMBERS**

9.1.1 At the conclusion of three (3) and five (5) months worked, probationary unit members shall receive a formal written appraisal of their performance, provided the unit member is employed at these times.

9.1.1.1 Evaluation dates may be extended an amount equal to absence days incurred during that period with the approval of the Associate Superintendent of Human Resources or designee.

9.1.1.1.1 Any extension of evaluation dates shall not extend a unit members probationary period in excess of six (6) months or 130 days of paid status per Ed Code 45113.

9.1.2 If continued employment is recommended by the evaluator on the fifth month evaluation, the unit member shall advance one salary step, effective the beginning of the seventh month.

9.1.3 At the six month evaluation, the supervisor shall evaluate and recommend "permanent" status or "termination."

9.1.3.1 If permanent status is recommended, permanency will occur at the beginning of the seventh month of employment.

9.1.3.2 The anniversary date is to be established six (6) months after the permanency date at which time a salary step increase shall occur.

9.1.4 Probationary unit members not recommended for permanent status will have one or more checks in the unsatisfactory column and specific written reasons for the unsatisfactory rating will be given.

### **9.2 PERMANENT UNIT MEMBERS**

9.2.1 Permanent unit members are to receive an appraisal of their performance annually. The appraisal will be completed between February 1 and May 30.

### **9.3 PROBATIONARY AND PERMANENT UNIT MEMBERS**

9.3.1 The appraisal form represents the certificated/classified administrator and/or management level supervisor's current evaluation of the unit member's performance. No attempt is to be made to average out past and present performance.

9.3.1.1 Any ratings of "Needs Improvement or "Unsatisfactory" shall include in the comments area of the Performance Appraisal (or an attachment) an explanation of the need for improvement, or the basis for unsatisfactory performance. Any prior documentation and/or prior discussions (within the evaluation period) regarding the behavior shall be provided with the evaluation. In addition, the Performance Improvement Plan shall include specifics regarding unacceptable conduct (i.e. occurrences).

- 9.3.1.2 Any ratings of “Exceeds Expectations” should include, in the comments area of the Performance Appraisal (or an attachment), examples of how the unit member exceeds performance expectation(s).
- 9.3.1.3 For permanent employees, prior discussion and/or documentation shall have occurred before “Needs Improvement” or “Unsatisfactory” is designated in the evaluation procedure.
- 9.3.1.4 When assessing an employee’s performance as less than satisfactory, the evaluator shall not merely repeat the evaluation descriptor for that line item but shall be specific on the Performance Improvement Plan.
- 9.3.2 The unit member’s certificated/classified administrator and/or management level supervisor’s shall complete the appraisal form.
- 9.3.3 The appraisal is to be completed in duplicate. The original shall be given to the unit member at the time it is signed. The copy shall be forwarded to the Human Resources Office, where it will become a part of the unit member’s personnel file.
- 9.3.4 An appraisal meeting is to be held between the unit member and the certificated/classified administrator and/or management level supervisor’s for the purpose of discussing the completed evaluation form. Following the meeting, the unit member will be given an opportunity to add any comments. The unit member shall be given fifteen (15) duty days, not counting the day of the meeting, to consider the appraisal before commenting. All copies are to be signed by the unit member and the evaluator.
  - 9.3.4.1 If the unit member does not agree with the evaluation, this disagreement should be written in the comments area at the time the evaluation is signed. The unit member shall sign the appraisal with the understanding that their signature does not mean they are in agreement with the evaluation, only that the evaluation has been discussed with them.
- 9.3.5 All unit members shall have the right to review and respond, on the evaluation form or with attachments, to the evaluation per section 9.3.4.
- 9.3.6 Any negative evaluation shall include specific recommendations for improvements unless termination is being recommended.
- 9.3.7 No evaluation of any unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator.
- 9.3.8 The unit member shall be given reasonable time during normal working hours and without loss of pay to prepare a written rebuttal to the evaluation. The written rebuttal and any supporting documents shall be attached to the evaluation.
- 9.3.9 If any information/material is to be used on an evaluation from a source other than the certificated/classified administrator and/or management level supervisor, a copy of the information/material must be given to the unit member ten (10) duty days before it is used in the evaluation process so the unit member has an opportunity to attach a written response. (Added to Appraisal Form)

- 9.3.10 An appraisal form may be completed at any time the supervisor believes the employee or the District will benefit from performance appraisal.
- 9.3.11 Upon the certificated/classified administrator and/or management level supervisor's recommendation and Division Superintendent's approval, a permanent unit member may be evaluated once every two (2) years.
  - 9.3.11.1 This waiver may be removed and evaluation procedures begun at any time during the year, if deemed necessary by the certificated/classified administrator and/or management level supervisor and approved by the Division Superintendent.
  - 9.3.11.2 Notification of the removal of the waiver shall be made to the unit member with reason(s) in writing following the Division Superintendent's approval.
  - 9.3.11.3 The contents of an evaluation is specifically excluded from the grievance/arbitration section except when not in compliance with relevant laws or statutes. Violations of procedures within this Article are subject to the grievance procedure.
- 9.4 The parties agree to establish a committee, with equal membership of CSEA and SAUSD (2 for CSEA and 2 for SAUSD), with the sole purpose of revising the existing evaluation form to allow for one rating for exceeding and for one rating for meeting standards. Further, the committee will align the negotiated evaluation form with current job performance standards and what is occurring in other districts throughout the State. When necessary, the committee will complete this process by August 1<sup>st</sup> and the parties will negotiate in order for the revised evaluation form to be used during the current school year.

## 10.0 GRIEVANCE PROCEDURES

- 10.1 A grievance is defined as a statement by a unit member that the District has violated an express term of this agreement and that by reason of such violation; the unit member's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures but may be subject to the Recommendation/Concern procedure of the District. Contents of an evaluation, discipline and discharge of probationary and permanent employees is specifically excluded from the operation of this grievance/arbitration procedure."
- 10.1.1 If rights guaranteed to the Association are violated, the Association President may file a grievance without the signature of another individual unit member.
- 10.2 If a grievance involves more than one unit member, the Association may pursue the grievance. At least one of the grievants involved shall be present at all conferences held.
- 10.2.1 At any level of the grievance procedure, the grievant may request Association representation, but the unit member must be present. If the unit member is represented, the representatives must be identified prior to the conference. Likewise, the supervisor may request others to be in attendance. These individuals must also be identified prior to the conference.
- 10.3 The term "days" when used in this Article shall, except where otherwise indicated, mean duty days of the unit member. The day of receipt is not considered one of the days when "days" is used. During the summer, "days" means those days when the District Office is open.
- 10.4 The number of days as stated at each level should be considered as maximum, and every effort should be made to expedite the process.
- 10.4.1 A supervisor or a unit member may for good cause request an extension of time for a conference, response or an appeal. Such request shall be in writing to the Associate Superintendent, Human Resources, who shall grant or deny the request, determine the extension time, and notify all parties of the decision rendered.
- 10.5 LEVEL ONE
- 10.5.1 The unit member shall first present the matter orally to the immediate supervisor not later than fifteen (15) duty days following the occurrence which prompted the grievance, or, within fifteen (15) duty days of the time when a unit member would reasonably be expected to be knowledgeable of being adversely affected.
- 10.5.1.1 The unit member shall state that this is an "oral grievance," citing the Article and Section number of the Agreement that allegedly has been violated.
- 10.5.1.2 The supervisor shall have three (3) duty days to consider the grievance presented at the oral level before a decision is presented to the grievant.

10.5.2 If the grievance is unable to be resolved orally, the unit member may reduce the grievance to writing and present the matter to the immediate supervisor within fifteen (15) duty days following the supervisor's response. The grievance shall set forth specifically the item contained within this Agreement upon which the grievance is based. It shall also contain the adverse effect on the grievant and suggested solution(s).

10.5.2.1 If the Level 1 supervisor believes the grievance is not within the authority of Level 1, he should so indicate on the response form and return it to the grievant along with the original grievance form, and any accompanying documents.

10.5.3 The unit member and the supervisor shall confer in a meeting called by the supervisor, with the intent of a mutually satisfactory solution to the problem.

10.5.3.1 The supervisor may waive the conference.

10.5.4 At the conference, the grievant may appear alone, or he may be represented, the representative must be identified on the grievance form and the unit member must be present. Under unforeseen circumstances, an authorized substitute is permissible. Likewise, the supervisor must be present and may request others to be in attendance.

10.5.5 Following the conference, the supervisor shall communicate, in writing, his decision to the aggrieved unit member, the Association at the address indicated in Article 14, and the Associate Superintendent, Human Resources. The original grievance form shall be returned to the grievant along with the response form, and any accompanying documents.

10.5.5.1 The supervisor has ten (10) duty days from receipt of the written grievance to hold the conference and render a decision.

## 10.6 LEVEL TWO

10.6.1 In the event the grievance is not resolved at Level 1, the unit member may appeal to the appropriate Division Superintendent. Such an appeal shall be made within ten (10) duty days after the unit member has received the decision from Level 1. The appeal shall contain the original grievance and Level I response with any documents provided at Level I. Copies of the appeal are to be directed to the Division Superintendent and the Associate Superintendent, Human Resources.

10.6.2 The Division Superintendent shall meet and confer with the unit member on the grievance with a view to arriving at a mutually satisfactory resolution to the grievance. When the unit member is represented, that unit member must be present.

10.6.3 The Level 1 supervisor shall be present at the request of either party.

10.6.4 Following the conference, the Division Superintendent shall communicate the decision, in writing, to the aggrieved unit member, the Association at the address indicated in Article 14, the Level 1 Supervisor, and the Associate Superintendent, Human Resources. The original grievance form shall be returned to the grievant along with the response form, and any accompanying documents.



- 10.6.4.1 The Division Superintendent has fifteen (15) duty days from receipt of the grievance to hold the conference and render a decision.

## 10.7 LEVEL THREE

- 10.7.1 If the grievance is not sustained at Level 2, the aggrieved unit member may appeal the decision to the Superintendent within ten (10) duty days after the decision of the Division Superintendent has been received by the grievant. The appeal shall be accompanied by the original grievance and decisions at Level 1 and Level 2, with all accompanying documents.
- 10.7.2 Within fifteen (15) duty days of the receipt of the appeal, the Superintendent or his designee or under unusual circumstances a cabinet level designee not involved previously in that grievance shall hold a conference with the grievant and communicate his decision, in writing, to the grievant, the Association at the address indicated in Article 14, the Level 1 supervisor, the Level 2 Division Superintendent, and the Associate Superintendent, Human Resources. When the unit member is represented, that unit member must be present.
- 10.7.3 All parties from Level 1 and Level 2 shall be present at the conference to state their views if requested by either party.
- 10.7.4 The original grievance form and any accompanying documentation shall be returned along with the response form.

## 10.8 LEVEL FOUR

- 10.8.1 If the grievant is not satisfied with the disposition of the grievance at Level 3, the grievant may, within five (5) duty days after the decision of the Superintendent or his designee has been rendered and received, request in writing that the Association submit the grievance to binding arbitration. A copy of such request shall be simultaneously served upon the Superintendent.
- 10.8.2 Within five (5) duty days after receipt of such request from the grievant, the Association by written notice to the Superintendent may elect to submit the grievance to binding arbitration.
- 10.8.3 In the event the parties are unable to mutually agree upon an arbitrator, they shall request that a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one (1) remains, and said last name shall be selected as the arbitrator. The first deletion shall be by the Association.
- 10.8.4 The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his/her findings of fact, reasoning, conclusions and remedy.

- 10.8.5 The arbitrator's authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.
- 10.8.6 Decisions and/or awards made by the arbitrator relative to economics shall be restricted to back pay, if appropriate, of the unit member and shall not be retroactive beyond the beginning of the last payroll period prior to the filing of the grievance. The arbitrator's decision shall be submitted to the District and the Association for review and implementation.
- 10.8.7 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.
- 10.8.8 The processing of a grievance beyond Level 3 shall constitute a clear and express waiver of rights to utilize any other legal or administrative forum to the extent permitted by law.
- 10.8.9 The arbitration provision is suspended during the period between contracts.
- 10.8.10 The only exception is for grievances arising prior to the expiration date of the contract or any extension thereof.

## 10.9 GRIEVANCE PROCESSING

### 10.9.1 Grievance Witnesses

- 10.9.1.1 The District shall make available for testimony in connection with the grievance procedure any District employee whose appearance is relevant as determined by the Human Resources Division to the proceedings and who is requested by the grievant.

### 10.9.2 During Regular Working Hours

- 10.9.2.1 The grievant shall be entitled to one (1) hour to prepare and write grievances during the regularly scheduled hours of work without loss of pay.
- 10.9.2.2 The grievant, the representative, if any, and relevant witnesses, shall be entitled to attend conferences with no loss of pay.
- 10.9.2.3 By appointment, the Association grievance chairperson or designee may have release time to meet and confer with the Human Resources designee to discuss grievances.

### 10.9.3 Separate Grievance File

- 10.9.3.1 All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file. This file shall be available for inspection only by the unit member, the unit member's representative with written approval of the unit member and those management and confidential employees directly involved in each specific grievance.

### 10.9.4 Grievance Forms

- 10.9.4.1 Forms for filing and processing grievances and other documents necessary under the procedure shall be prepared by the Human Resources Division and given appropriate distribution so as to facilitate operation of the grievance procedure.

### 10.9.5 Time Limits

- 10.9.5.1 Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved unit member to proceed to the next level.
- 10.9.5.2 Failure at any step of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed as acceptance of the decisions as rendered.

### 10.9.6 Communication

- 10.9.6.1 All communications, notices and papers required to be in writing shall be served personally, by U.S. Mail or through District mail.

### 10.9.7 Forfeiture

- 10.9.7.1 If the alleged grievance is not signed or if the unit member fails to appear for a scheduled conference without good cause, the grievance shall be deemed forfeited and voided.
- 10.9.7.2 Failure of the District representative to appear for a scheduled conference without good cause shall decide the grievance in the unit member's favor.

## 10.10 GENERAL PROVISIONS

- 10.10.1 No reprisals of any kind shall be taken by any party to this procedure against any party, any witness, any representative, or any other participant in the procedure by reason of such participation.
- 10.10.2 All documents, communications, and records dealing with the processing of grievances shall be filed in the office of Human Resources separately from the personnel file of the participants.

## 11.0 EMPLOYEE BENEFITS

### 11.1 GENERAL PROVISIONS

- 11.1.1 The District shall provide all eligible unit members with medical, dental, vision, and life insurance coverage and a Flexible Spending Account, as provided for in this Article.
- 11.1.2 Insurance coverage is extended and as extended through the third party plans enumerated, or their subsequent versions.
- 11.1.3 The District will provide six (6) months of continued health benefits to covered survivors of deceased unit members/retirees.
- 11.1.4 A unit member on any leave that is not Family Medical Leave Act (FMLA) leave shall have the option to continue any health and life insurance benefits negotiated in this Agreement at the unit member's expense. Payments for these benefits shall be made in advance to cover a three- (3) month span of time at actual premium cost.
- 11.1.5 All costs for medical examination and tests required by the District shall be paid by the District.
- 11.1.6 Benefitted unit members who voluntarily reduce their assignments in lieu of layoff below four (4) hours shall receive full benefits if they reimburse the District for a share of the cost equal to the proportion of the reduction.

### 11.2 EMPLOYEE ELIGIBILITY

- 11.2.1 Any permanent and probationary unit member employed prior to November 1, 2008, on a regular basis (four [4] hours per day or more, or twenty [20] hours per week) shall be eligible for benefits in 11.2 as provided for in this section.

Permanent and probationary unit members employed after November 1, 2021, that are eligible for SAUSD contributions for health and welfare benefits shall be entitled to no greater than the SAUSD paid contribution towards medical benefits not to exceed the cost of the lowest medical plan. Said unit members shall be permitted to purchase other SAUSD offered insurance plans at the difference between the cost of those plans and the lowest cost medical plan.

After the first two (2) full years of employment in a benefitted position (greater than 75% of their work calendar), unit member shall be eligible for SAUSD contributions as negotiated in 11.2.1.2.

- 11.2.1.1 Employees may elect not to be covered by more than one (1) benefit program, if applicable, in 11.2.

- 11.2.1.2 Employees contributions hired into a benefited position prior to November 1, 2021:

Plans	Lowest Cost Plan (currently Trio)	Kaiser	Access HMO	PPO
Employee/Retiree Contribution	2%	2%	5%	20%

11.2.2 State Preschool Teachers (Refer to Article 19)

11.2.3 Employees occupying the classification designated Instructional Assistant-Biliterate, who are employed four (4) or more hours per day, shall be eligible only for the least expensive medical and dental programs offered by the District in 11.2 in addition to life insurance.

11.2.4 Unit members who work more than fifteen (15) hours per week but less than (20) twenty hours per week shall be eligible to participate in any Flex 125 plan option in 11.2.

11.2.5 Eligibility for dependent coverage shall be compliant with all State and Federal requirements. For dependent coverage eligibility please contact the Benefits Office.

11.2.6 A handicapped child's dependent status shall not terminate solely by reason of his/her having attained age nineteen (19), if such child is related to the employee as a natural or legally adopted child, a stepchild, or a child under legal guardianship, and if:

- (a) On the day immediately prior to the attained of age nineteen (19) the child was a covered dependent under the plan, and
- (b) The child was handicapped on the day prior to the attainment of such age, and
- (c) The child is fully dependent upon the employee for support and maintenance.

11.2.6.1 Within thirty-one (31) days after the child turns nineteen (19), proof of the child's incapacity must be submitted to the Contract Administrator. Thereafter, continued proof of the disability will be required once per year.

11.2.6.2 Coverage will continue as long as the child is a dependent and disabled by his/her handicap, and so long as the employee remains covered.

11.2.6.3 NOTE: For these purposes, "handicapped" is defined as disabled and thus incapable of self-sustaining employment by reason of mental retardation or physical handicap. The District, at its expense, might require an independent medical or psychological verification.

11.2.7 When two unit members are legally married and/or domestic partners and both are employees of the District and both are eligible for health/dental benefits; one unit member will pay the appropriate rate (two-party, or family). The other unit member shall be covered on the spouse's health/dental benefits plan and shall receive an Employer Funded Flex Account of \$500 per year to be utilized to cover out of pocket medical/dental expenses.

### 11.3 Benefits Program: Plan Description and Contributions – (Reference Information Exhibit C)

#### 11.3.1 Life Insurance

11.3.1.1 District shall provide unit members who are benefit eligible, with life insurance coverage in the amount of \$40,000.

11.3.1.2 Effective July 1, 2023, the District shall provide unit members who are not benefit eligible with life insurance coverage in the amount of \$10,000.

### 11.4 HEALTH BENEFITS AUTHORITY

11.4.1 A Health Benefit Authority (HBA) shall be established to make decisions regarding:

- A. Medical insurance
- B. Dental insurance
- C. Vision insurance
- D. Mental health insurance
- E. Life insurance
- F. Retiree insurance
- G. Carriers/providers
- H. Consultants

11.4.2 The District shall designate a separate to account for all revenues; and expenses, and reserves related to the health benefits programs listed in 11.4.1.

11.4.3 Each year, no later than ninety (90) calendar days before the end of the health benefits plan year (i.e. March 30<sup>th</sup> of a fiscal health benefits plan year), an actuarial analysis shall be completed by the HBA's health benefits consultant. The analysis shall reflect renewal rates/expected costs/savings for the following year.

A. The annual actuarial analysis shall include the following elements:

- 1. Utilization
- 2. Medical trend
- 3. Experience
- 4. SAUSD plan document

- B. The Health Benefits Authority shall address any plan increases (i.e. through plan design modifications, etc...) prior to open enrollment.
- C. In the event that plan modification(s) are insufficient to cover the entire increased premium/costs, the remaining increases/costs shall be referred to the Collective Bargaining process to determine how remaining increases/costs shall be allocated.
- D. The Health Benefits Authority may make health benefits plan design adjustments when needed during the health benefits plan year. Open enrollment opportunities shall be provided to allow unit members to change plans.

11.4.4 The Health Benefits Authority shall provide:

- A. SAUSD Open Enrollment publication
- B. Summary Plan Description
- C. Evidence of Health Benefit Coverage
- D. Trainings on health benefits issues, trends, cost analysis, etc. shall be provided to the Health Benefits Authority. Release time shall be provided by the District.
- E. Unit members are allowed to attend up to two (2) Health Benefits related informational meetings/trainings per year. If the unit member attends during his/her normally scheduled work hours, the unit member is eligible for 30 minutes of release time with verification of attendance. The current providers for medical, dental and vision will be requested to be present to answer questions.
- F. Bi-annual informational meetings for retirees to explain the existing health plans will be conducted. The current providers for medical, dental and vision will be requested to be present to answer questions.

11.4.5 The Health Benefits Authority shall have three (3) CSEA voting representatives plus one alternate to be present at all meetings, to be appointed by the Association.

11.4.6 The Health Benefits Authority Decision Making/Voting Process

- A. Consensus Decision Making Model
  - 1. Consensus building regarding the annual actuarial analysis and implementation of needed changes shall be used.
  - 2. Following consensus building, a vote shall be taken to implement the recommended changes. District and Labor shall have an equal one (1) District to one (1) CSEA vote.

3. If the vote (11.4.5.A2) is 2-0, the recommended changes shall be implemented.
4. If the vote (11.4.5.A2) is a 1-1 tie:
  - a. Either side may request mediation.  
If an agreement cannot be reached within sixty (60) calendar days before the beginning of the fiscal year (i.e. July 1<sup>st</sup>), District and CSEA unit members/enrollees shall equally split the increased costs/shortfall District paying 50% of the shortfall; CSEA unit members/enrollees paying 50% of the shortfall). The 50%-50% shortfall split shall be applied to the unblended rate increases at the tier level.
5. Agendas and minutes of the Health Benefits Authority Meetings will be made available on line.
6. Meetings shall be chaired by a voting member of the HBA. The chair and vice chair shall be appointed and rotate annually between the District and each participating labor group.
7. Meetings shall be conducted using Robert's Rules of Order and an annual review/training of Robert's Rules of Order shall be held.
8. The Health Benefits Authority shall review and study health benefits.
9. The District shall make available health benefits contracts with insurance carriers.
10. The Health Benefits Authority shall review benefits documents.
11. Daily administration of the health benefits program, and responsibility for implementing the direction of the Health Benefits Authority, shall be the responsibility of the District. All business correspondence, including claim waivers, formal proposals, bids, and correspondence shall be directed to the District for presentation as appropriate to the Health Benefits Authority.
12. Authority to enter into contracts with respect to health benefits determined by the Health Benefits Authority shall rest with the District.
13. The Health Benefits Authority shall be authorized to select consultants to be paid from budgeted health benefits funds. Labor shall have a health benefits consultant (chosen by Labor) to review the analysis presented by the HBA consultant, paid from the budgeted health benefits funds and not to exceed 20% of the expense of the consultant selected by the HBA. Contracts with firms or individuals shall be under the auspices of the District and shall require the approval of the Board of Education.



## 11.5 RETIREMENT BENEFITS

11.5.1 To be an eligible candidate, a unit member of the Santa Ana Unified School District must meet the following requirements:

- 11.5.1.1 Served the Santa Ana Unified School District for a minimum of ten (10) years.
- 11.5.1.2 Minimum of three (3) consecutive years as an employee shall be required immediately prior to making application for retirement. (A person on unpaid or paid leave is considered an employee in meeting this requirement.)
- 11.5.1.3 Attained the age to be eligible to retire under STRS or PERS.
- 11.5.1.4 Agree to retire under the STRS or PERS. The withdrawal of retirement funds is not considered retirement. Termination of retirement in order to return to work under STRS or PERS shall terminate this benefit.
- 11.5.1.5 If an employee begins receiving STRS/PERS disability benefits and meets the eligibility requirements for retirement, with the exception of age eligibility in (Reference Information Exhibit F), he/she shall be considered eligible for benefits. If the employee later returns to employment, future eligibility under the program will be reduced by the amount of benefits allocated while in the disability status.

11.5.2 An eligible unit member shall benefit as follows:

- 11.5.2.1 The retiring employee shall receive no compensation, nor is service expected.
- 11.5.2.2 The benefits provided during retirement will be the same as, or comparable to, those provided to active employees at that same time (excluding life insurance) The Health Benefits Authority (HBA) shall determine comparability.
- 11.5.2.3 Medical and dental benefits shall be provided as follows:

Years of Santa Ana Service	Years of Coverage
10	8
15	9
20	10
25	11
30	12
35	13

- 11.5.2.4 All employees hired prior to June 30, 1998 shall receive coverage which terminates at the end of the number of years of coverage indicated above or at age seventy (70), whichever comes first. All employees who are/have been hired after July 1, 1998 who are eligible for SAUSD provided retiree health and welfare benefits, shall be entitled to no more than 10 years of benefits and such benefits shall terminate no later than their 65th birthday.
- 11.5.2.5 Any charges made to active employees will also be made to retirees.
- 11.5.2.6 The benefits provided by the District shall be supplemental to any other medical benefits received.
- 11.5.2.7 Retirees and spouses eligible for Medicare benefits from their employment, or through their spouse's employment, are required to enroll in the Medicare Program when eligible, both hospitalization (part A) and medical (Part B), at employee's expense to qualify or continue qualification. Such coverage will be primary, with District benefits being secondary.
- 11.5.2.8 Retirees who enroll in a Health Maintenance Organization (HMO) senior plan, wherein they assign their Medicare eligibility to the HMO, will only be eligible for dental benefits during such enrollment.
- 11.5.2.9 After the coverage in (Reference Information Exhibit F) is completed, the retiree may continue the benefits by paying the District the prevailing premium costs in two (2) equal payments each year.

### 11.5.3 PROCEDURE

- 11.5.3.1 Any employee who chooses to be a candidate shall:
  - 11.5.3.1.1 Deliver completed retirement application and letter of resignation to the Human Resources Office.
  - 11.5.3.1.2 Produce proof of retirement intent (application to STRS or PERS).
  - 11.5.3.1.3 Provide the District annually with written affirmation of intent to continue under the program by completing, signing, and returning District-mailed forms.
- 11.5.3.2 The Associate Superintendent, Human Resources or designee shall:
  - 11.5.3.2.1 Determine that the applicant meets requirements stated above.
  - 11.5.3.2.2 Process the contract and accept the resignation for reasons of retirement.

## **12.0 MISCELLANEOUS PROVISIONS**

### **12.1 SAVINGS**

- 12.1.1 If during the life of this Agreement any of its provisions should be rendered invalid or its compliance therewith restrained by operation of law or by any tribunal of competent jurisdiction, such invalidation or restraint shall not invalidate any remaining portions which shall continue in full force and effect.
- 12.1.2 In the event of invalidation of any Article or Section of this Agreement, the parties shall, upon request of one party, meet within thirty (30) days to negotiate with respect to the means of compliance therewith.

### **12.2 CONFLICT**

- 12.2.1 In the event of a conflict between the terms of this Agreement and any Board Policies, procedures, or individual contracts of employment, the terms of this Agreement shall prevail.
- 12.2.2 In the event of a conflict between the terms of this Agreement and any provisions of the Education Code or Title V of the Administrative Code, the law shall prevail.

### **12.3 AGREEMENT DISTRIBUTION**

- 12.3.1 Within thirty (30) days of ratification of this Agreement by both parties herein, the District shall have sufficient copies prepared and distributed to each unit member in the District. The cost shall be equally shared by the District and the Association.
- 12.3.2 A copy of this Agreement will be provided each new unit member during the employment process at cost borne by the District.

### **12.4 COMPLETE UNDERSTANDING**

- 12.4.1 The above agreement constitutes the complete understanding between the parties for the term of this Agreement. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters covered herein. This Agreement shall not be interpreted or applied to provide unit members with terms and conditions of employment heretofore enjoyed unless expressly stated herein.
- 12.4.2 The parties agree that during the negotiations which culminated in this agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitations, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by law or policy from compromise through negotiations, and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth fully and completely herein.

12.4.3 Except as specifically provided herein, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

12.4.4 All subsequent agreements will be in writing, signed by both parties and, at the request of either party, distributed to all unit members.

## 12.5 SECURITY CAMERAS AND USE OF RECORDINGS

For any video security camera utilized on any sites throughout the District which may record bargaining unit employee's work during work hours, the following applies:

1. It is understood that the District currently has, and will continue to, install recording equipment for the purpose of safety and recording criminal activity.
2. The purpose of video cameras is to provide a school and work environment that promotes safety of students, employees and visitors on school grounds and District facilities.
3. When there is a suspected incident involving safety and/or criminal activity, the recording will be viewed by the appropriate personnel. The purpose of viewing these recordings is to determine the validity of the suspected incident.
4. Except as provided for herein, video camera images will not be used to monitor District employees as a means to evaluate employees' performance or efficiency. Upon investigation of a claim or incident, the District may use evidence derived from video camera information in disciplinary matters involving theft, destruction, misuse or misappropriation of District property or misconduct endangering the health and safety of students, District personnel and members of the public or other serious acts of misconduct.
5. Beginning July 1, 2022, the District shall provide CSEA with a list of locations known to have recording equipment (security cameras) in use. The list of locations will be updated at least annually and provided to CSEA in a timely manner. For security purposes, CSEA shall keep this information in confidence.
6. When the District installs recording equipment, signs will be posted to notify students, staff and visitors that recording may occur at the District property.
7. No recording equipment will be installed where there is a reasonable expectation of privacy, in accordance with applicable law, such as bathrooms or locker rooms.

### **13.0 NO CONCERTED ACTIVITIES**

- 13.1 The Association hereby agrees that it, its agents, representatives, unit members or persons acting in concert with any of them, shall not incite, encourage, or participate in any strike, walk out, slow down or work stoppage of any kind, or other interruption of District operations, or picketing in connection therewith, during the term of this agreement or any agreed upon extension thereof.
- 13.2 In order to ensure the uninterrupted service of the unit members covered by this agreement, this no-strike obligation is effective for any and all disputes which may arise between the parties including, but not limited to, matters covered by this agreement, regardless of whether or not such disputes are subject to the grievance procedure, disputes arising outside of this agreement, disputes with other labor organizations, persons or employers or jurisdictional disputes, including requests by other labor organizations to engage in the above-prohibited activities.
- 13.3 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward including all employees to do so. In the event of such activities, the Association shall immediately instruct any persons engaging in such conduct that they are violating this agreement and that they are engaging in unlawful conduct and that they should immediately cease engaging in such conduct and resume full and faithful performance of their job duties.
- 13.4 It is agreed and understood that any employee violating this Article may be subject to appropriate discipline up to and including termination by the District.
- 13.5 It is understood that in the event the Association, its officers or agents violate this Article, the District shall be entitled to withhold any rights, privileges or services provided for in this Agreement.

#### **14.0 TERM OF AGREEMENT AND REOPENER**

- 14.1 This Agreement made and entered into this January 26, 2023, by and between the Santa Ana Unified School District, herein referred to as the "District," and the California School Employees Association, and its Santa Ana Chapter 41 (CSEA) herein referred to as the "CSEA".
- 14.2 Except as otherwise specifically provided herein, the effective date and the term of this Agreement shall be from July 1, 2022 through June 30, 2025, and shall continue in effect from year to year thereafter unless amended, modified, or terminated as provided below; any party wishing to amend, modify, or terminate this agreement shall send written notice to the other party of its intentions to do so no sooner than Feb 1, 2025 and no later than March 31, 2025. Thereafter, the parties shall meet and negotiate in a good faith attempt to reach agreement for a successor collective bargaining agreement.

For 2023-2024 and 2024-2025 Negotiations, the District and the Association may propose contractual changes limited to salaries, fringe benefits, and any three additional articles for each school year. Additional articles for each school year may be reopened upon mutual agreement of the Parties.

## **15.0 DISCIPLINARY PROCEDURES/PERMANENT MEMBERS**

- 15.1 The continued employment of any unit member is contingent upon proper performance of assigned duties and personal fitness.
- 15.2 Disciplinary action includes any action whereby a permanent employee who has completed the required probationary period is deprived of any pay or status, including dismissal, suspension, and demotion, except a layoff for lack of work or lack of funds.
  - 15.2.1 Discipline shall be imposed on unit members only for just cause as specified in the Education Code, Board Policies or Administrative Regulations.
- 15.3 "Emergency Suspension without pay" means that suspension which is necessitated because the unit member's continued presence at work would constitute a significant, unwarranted risk to life, health and/or safety of the unit member or others or because of action of such a serious nature as to require immediate removal of the unit member from work.
  - 15.3.1 An "emergency suspension" without pay shall not be imposed for arbitrary, discriminatory or capricious reasons.
  - 15.3.2 A hearing officer's decision as to whether an emergency suspension was warranted shall be binding on both parties. If the decision is that the emergency suspension was not warranted, the employee shall be made whole for lost District provided wages and benefits.
- 15.4 When a situation, conduct, or pattern of unsatisfactory performance or behavior becomes evident, the District shall utilize progressive discipline. The District shall present the matter to the unit member no later than twenty-five (25) duty days following the occurrence. During the stages of progressive discipline, the unit member shall be notified by the district of their right to have an association representative present at all stages of the process. All forms utilized to document the progressive discipline shall have the signatures of the unit member, immediate supervisor and association representative. At the completion of the meeting(s), copies of the signed conference summary shall be provided to all in attendance. Progressive discipline represents the corrective process of applying penalties short of dismissal where the conduct is of a less serious nature and the employee has not repeatedly engaged in such conduct. The nature of the discipline shall be appropriate to the conduct and need not begin with the least serious disciplinary action.
  - 15.4.1 The District shall present the matter to the unit member no later than twenty-five (25) duty days following knowledge of the occurrence or completion of an investigation.
  - 15.4.2 During the stages of progressive discipline, the unit member shall have an association representative present at all stages of the process when requested by the unit member.
  - 15.4.3 All conference summaries and letters of reprimand shall have the signatures of receipt of all in attendance. At the completion of the meeting(s), copies shall be provided to all in attendance.

- 15.4.4 The unit member shall have the right to submit a written rebuttal to all conference summaries and all letters of reprimand within ten (10) duty days from the date of issuance.
- 15.4.4.1 All rebuttals submitted by employees shall be attached to the conference summary and/or letter of reprimand.
- 15.4.5 The following progressive discipline procedures shall be followed:
- 15.4.5.1 Counsel and orally warn the unit member
- 15.4.5.2 Conference summary memo
- 15.4.5.3 Written letter(s) of reprimand (placed in personnel file after ten (10) working days)
- 15.4.5.3.1 The letter of reprimand shall specify the cause, the time limit for improvement and possible further disciplinary action including, but not limited to, suspension, with or without pay, and/or termination.
- 15.4.5.4 A second letter of reprimand
- 15.4.5.4.1 The second letter of reprimand shall result in a suspension(s) with or without pay not to exceed five (5) days.
- 15.4.5.4.1.1 Suspension(s) without pay shall be reserved for occurrences of a serious or repeated nature that warrant consideration for dismissal and may be appealed to the Superintendent or designee within ten (10) days of issuance.
- 15.4.5.5 A third letter of reprimand
- 15.4.5.5.1 The third letter of reprimand shall result in a suspension(s) with or without pay not to exceed ten (10) days.
- 15.4.5.5.1.1 Suspension(s) without pay shall be reserved for occurrences of a serious or repeated nature that warrant consideration for dismissal and may be appealed to the Superintendent or designee within ten (10) days of issuance.
- 15.4.6 If unacceptable conduct and/or performance continue, additional letter(s) of reprimand and or suspension or termination may be imposed.
- 15.4.7 Strict adherence to the above steps shall not be required under circumstances that are more serious in nature such as actions that result in significant damage to public property, injury or threat of injury to others, and theft.



- 15.5 If a supervisor recommends disciplinary action, the unit member may submit a written request to meet with the Deputy Superintendent of Operations or designee to appeal the District's intent to continue with anticipated disciplinary action.
- 15.5.1 Failure to request to meet with the Deputy Superintendent shall not constitute any admission on behalf of the unit member. After a reasonable period of time (approximately five days) to file a request to meet with the Deputy Superintendent, the District may serve notice to initiate the formal disciplinary process as outlined in AR 4218. Any time prior to the formal hearing, the unit member may submit a written request to meet with the Deputy Superintendent to appeal the decision. The Deputy Superintendent may direct revision or cancellation of the formal disciplinary action following the meeting.
- 15.5.2 In effecting disciplinary action, the District shall provide the unit member, either by personal service or by certified mail, with a written notice of its intention to effect disciplinary action and its effective date. Said notice shall contain (a) a statement of charges against the unit member, including the specific acts or omissions upon which the proposed action is based, and (b) copies of materials upon which the proposed action is based, and (c) a statement concerning whether the unit member submitted a rebuttal, and (d) a notice of the unit member's right to respond either orally or in writing prior to the effective date of the proposed action, and (e) a statement of the right to representation.
- 15.5.2.1 In cases of Emergency Suspension, the actions prescribed in 15.5.2 shall be taken as soon thereafter as is practicable.
- 15.6 Any unit member has the right upon request to be represented at any disciplinary conference. The District shall make a good faith effort to notify the unit member of the right to representation in matters under 15.2.
- 15.7 All disciplinary procedures herein described shall comply with the due process provisions of the Fourteenth Amendment to the United States Constitution. SAUSD Police Department employees shall not interview any classified bargaining unit members nor conduct any investigation of a classified bargaining unit member, for solely administrative purposes. SAUSD Police Department employees shall conduct criminal investigations of classified bargaining unit members. If during a criminal investigation it becomes apparent that there has been no criminal conduct, the investigation and/or interview shall discontinue and the results of the investigation shall be provided to Human Resources for consideration of disciplinary action. A copy of the results of the investigation shall also be provided within five (5) working days to the bargaining unit member who is the subject of the investigation.
- (a) An identification number shall not be assigned to investigation form(s) until the School Police department determines that a criminal investigation will go forward.
- (b) Confidentiality shall be maintained with respect to criminal investigation except on a need to know basis.

- 15.8 Should the Skelly hearing at 15.5 results in the District's determination that discipline will be sought, and then the following procedure shall be followed:
- 15.8.1 A panel of three (3) arbitrators shall be selected by CSEA and the District to serve as Hearing Officers in discipline cases.
- 15.8.1.1 Richard Callister, arbitrator, shall be one (1) of the three (3) arbitrators and will serve as the hearing officer of record until the parties select an additional two (2) hearing officers.
- 15.8.2 The parties shall meet to review the panel of hearing officers at least once every three-years, or upon request of either party.
- 15.8.3 The hearing officers shall be rotated in the order they are placed on the list.
- 15.8.4 The cost of the hearing officer, and any associated costs for the hearing process, e.g., facilities, etc., shall be borne by the District.
- 15.8.5 The arbitrator shall hear the case and render a decision within thirty (30) days of the completion of the hearing process.
- 15.8.6 The arbitrator's decision shall be advisory on the Board of Education.
- 15.8.7 The District and CSEA (if CSEA is the representative) shall each bear its own costs associated with representation in the hearing.
- 15.8.8 An employee may elect to be represented by CSEA, or represented by their own attorney in the proceeding. (Information only: employees who hire own attorney will do so at their own cost)

## **16.0 LAYOFF AND REEMPLOYMENT/NON-DISCIPLINARY**

### **16.1 REASONS**

16.1.1 Reason(s) for layoff shall be for lack of funds and/or lack of work.

16.1.1.1 Layoff includes:

16.1.1.1.1 Reduction in hours of employment

16.1.1.1.2 Assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the unit member.

16.1.1.1.3 Termination of services

### **16.2 NOTICE OF LAYOFF**

16.2.1 The unit member to be laid off shall be given written notice not less than sixty (60) calendar days prior to the effective date of the layoff.

16.2.1.1 The notice shall contain the reason(s) for layoff, displacement rights, if any, and reemployment rights.

16.2.1.2 The District shall offer to meet with CSEA in advance of sending out layoff notices to review the proposed action to be taken.

### **16.3 ORDER OF LAYOFF**

16.3.1 The order of layoff within the classification shall be determined by seniority.

16.3.1.1 Unit members employed prior to July 1, 1990, shall be assigned seniority numbers based upon hours in a paid status, except for substitute, temporary reassignment and/or overtime hours, as of June 30, 1990.

16.3.1.2 Unit Members shall be assigned seniority numbers based upon "date of hire."

16.3.1.3 A unit member with a lower seniority number shall have more seniority than a unit member with a higher seniority number. Two (2) or more unit members with the same date of hire shall have their seniority based upon their birth dates. Two (2) or more unit members with the same birth date shall have their seniority based upon a drawing of numbers.

16.3.2 The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

## 16.4 REEMPLOYMENT

16.4.1 Unit members laid off because of lack of work and/or lack of funds are eligible for reemployment in the class from which laid off for a period of 39 months and shall be reemployed in preference to new applicants.

16.4.1.1 All unit members laid off have the right to participate in promotional examination within the District during the period of 39 months.

16.4.1.2 Unit members on layoff shall be given a preference for recall to open positions other than within their own classification if they held status in that position.

16.4.1.3 This absence shall not constitute a break in service.

16.4.1.4 Only "regular" unit members whose services have been discontinued shall hold reemployment rights.

16.4.1.5 If a school is designated a charter school, unit members at the school may choose not to become a charter school employee and therefore exercise their bumping rights outlined in this article.

## 16.5 BUMPING

16.5.1 A unit member subject to layoff or "bumped" by another unit member may exercise a "bumping" privilege to protect employment with the District provided:

16.5.1.1 The unit member held permanent status in the position.

16.5.1.2 The unit member meets the requirements for appointment to that position.

16.5.1.3 The unit member will bump into an open position selected by the unit member in order of seniority within the classification from a list of available vacancies upon agreement with the Associate Superintendent, Human Resources or designee.

16.5.1.4 The unit member has more seniority than the unit member being bumped.

16.5.1.5 The unit member bumps the least senior unit member in that classification.

16.5.2 Failure to exercise the bumping procedure by the date specified by the Human Resources Office shall cause forfeiture of the right to bump.

16.5.3 The length of working time (months or hours) shall not be a factor of consideration in the bumping procedure. If the eliminated position is four (4) hours or more, the unit member must bump if the available position is four (4) hours or more.

16.5.4 A unit member bumping into or bumped into a lower classification will be placed at a step which represents the least reduction in salary.

16.5.5 Elimination of Positions

16.5.5.1 The District shall keep a record of all positions eliminated, with their job descriptions and the positions into which the associated duties were transferred.

16.5.5.2 Any employee who has occupied a position which has been abolished shall be considered to have occupied the classification (recipient classification) that received a majority, or a high percentage, of the duties of the abolished classification, provided that the recipient classification has employees performing its duties.

16.6 VOLUNTARY DEMOTION

16.6.1 Unit members may take voluntary demotions into open classifications in which they qualify or voluntary reduction in assigned time in lieu of layoff or exercise bumping privileges.

16.6.2 Such unit members shall be granted the same rights as those exercising bumping privileges or those laid off.

16.7 VOLUNTARY RETIREMENT

16.7.1 Any unit member subject to being, or was in fact, laid off for lack of work or lack of funds may elect, if qualified, service retirement from PERS and shall be placed on the reemployment list and retain rights and privileges of a unit member on layoff.

16.8 GENERAL

16.8.1 A unit member on retirement (16.7) or layoff (16.2) shall, after receiving written notification of reemployment, notify the District within five (5) duty days of acceptance or rejection.

16.8.1.1 If the unit member accepts reemployment the unit member will report for work within ten (10) duty days of such notification.

16.8.2 A unit member on a voluntary demotion shall have five (5) days to notify the District of acceptance or rejection of an offer to return to prior position status. If accepted, the transfer will be made at the discretion of the District.

16.8.3 A refusal to exercise the reemployment opportunity under 16.8 provision shall constitute loss of all reemployment rights.

16.9 EFFECTS OF LAYOFF

16.9.1 The District shall continue to pay health and welfare benefits at the current rate for all unit members laid off and currently receiving benefits for sixty (60) calendar days from the date of layoff.

16.9.2 The District shall provide each unit member notified that they are subject to layoff with a maximum of twenty (20) hours of paid release time for the purpose of seeking employment.

16.9.2.1 Unit members on day shift of six (6) hours or more may utilize this section.

16.9.2.2 The time used under this section is to be charged to accumulated sick days.

16.9.2.3 The released time shall be mutually determined by the unit member and the immediate supervisor.

16.9.3 Unit members laid off shall, upon written request, be given primary consideration for "substitute" employment in any class within the District for which he/she meets minimum qualifications.

16.9.4 The District shall not exceed its authority provided in the Education Code regarding the use of volunteers.

16.9.5 The District shall not exceed its authority provided in the Education Code in contracting out for services.

16.9.6 The Association agrees to waive Association rights to negotiation of "effects of layoff" during the length of this Agreement.

#### 16.10 PART TIME INSTRUCTIONAL ASSISTANT-BILITERATE EMPLOYEES

16.10.1 For the purposes of layoff, bumping, and reemployment, the part time Instructional Aide Biliterate position shall be designated as the same classification as the Full time (6 hour Instructional Aide position)

## **17.0 ASSOCIATION RIGHTS**

### **17.1 RELEASE TIME**

#### **17.1.1 Chapter President Release**

- 17.1.1.1 The Association shall notice the Superintendent or their designee upon the election of a new Chapter President. The District shall provide the CSEA Chapter President ten (10) days per month of District paid release time for the purposes of transacting association business. Paid release time shall be considered the same as time in paid status, with all the rights and benefits of such status. The Superintendent may grant additional days based upon the reasonable rationale presented by CSEA.

#### **17.1.2 Conference/Workshops Release Time**

- 17.1.2.1 The District shall permit fifty (50) days release time that will permit the chapter to send delegates to the annual (CSEA) conference held in July or August, attendance at CSEA workshops, and/or grievance activities beyond those covered in Article 10.
- 17.1.2.2 If used for workshops and the immediate supervisor requires a substitute, the Association will pay for the substitute.

#### **17.1.3 Miscellaneous Release Time**

- 17.1.3.1 Up to eight (8) unit members who are working the P.M. shifts (i.e. swing shift custodians, Expanded Learning Programs, etc.) shall be appointed by the CSEA Chapter President to attend CSEA Chapter meetings, no more than two (2) members per site, per program at the same time. Their release time is limited to once a month for up to two (2) hours of paid release time per month. The CSEA Chapter President shall notify via email the Associate Superintendent, Human Resources, of the up to eight (8) unit members who have been appointed.
- 17.1.3.2 The District shall provide (sixty (60) release days per school year to be used at the discretion of the Association President for members not specifically listed above.
- 17.1.3.3 The District shall provide not more than one-half day of release time for CSEA to train site representatives on a yearly basis.
- 17.1.3.4 Additional days may be requested and may be approved at the discretion of the Superintendent.

### **17.2 USE OF FACILITIES**

- 17.2.1 The Association shall have the right to make use of school buildings and facilities without cost at all reasonable hours when not otherwise being utilized as determined by the site administrator. This provision will include CSEA's annual picnic.

- 17.2.2 The Association must obtain permission from the site administrator prior to the use of any equipment for any Association business.

### 17.3 USE OF BULLETIN BOARDS, EMAIL, AND MAIL SERVICE

- 17.3.1 The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each school site in an area frequented by unit members. The Association may use unit member mailboxes for communications to unit members. The District shall deliver to the sites any mail received from the Association which is addressed to the schools and which is delivered to the District in a manner shown by the Association to be acceptable by the United States Post Office for such further delivery. All posted material and material placed in mailboxes must be identified as Association material. A copy shall be provided the site administrator (for information purposes) concurrently with the posting or placing in mailboxes. The Association shall make a good faith effort to attempt to prohibit the posting and distribution of unauthorized material.

- 17.3.2 CSEA designated or elected representatives, while not on duty as an employee of the District, may send CSEA business e-mails to unit members.

- 17.3.2.1 Such use shall be limited to CSEA business such as grievance processing matters related to negotiations, announcements regarding holding meetings and official communication with CSEA designated or elected representatives.

- 17.3.2.2 E-mail may not be utilized to encourage or condone concerted or other illegal activities.

- 17.3.2.3 At all times the use of District electronic equipment for CSEA purposes shall not interfere with the operation of the District.

- 17.3.3 Unit members may read and send CSEA business e-mail before and after duty hours and during breaks and duty-free lunch, with the same limitations stated in 17.3.2.1-17.3.2.3 above.

### 17.4 REPRESENTATION

- 17.4.1 The Association may designate multiple site representatives at each school and/or work site.

- 17.4.2 Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times.

- 17.4.3 Names, job titles, last 4 digits of social security number, home addresses, home phone numbers, full-time or hourly status, months worked, percentage of full time, work days, organization, job title and work sites of all unit members, except those who have indicated that the home phone number be withheld, shall be provided in an agreed upon format upon written request to the Human Resources Division.



## 17.5 NEW EMPLOYEES ORIENTATION

17.5.1 "New employee orientation" means the onboarding process of a newly hired employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, right, benefits, duties, and responsibilities, or any other employment-related matters.

17.5.2 The District shall provide CSEA up to 1 hour of mandatory access to the District's new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonable foreseeable.

17.5.3 The District shall include the CSEA membership enrollment forms in any employee orientation packet of District materials provided to all newly hired unit members. CSEA shall provide CSEA membership enrollment forms to the District with for distribution.

## 17.6 DEDUCTIONS

### 17.6.1 Organizational Security/Payroll Deductions

17.6.1.1 CSEA will provide the District with a monthly list of all new CSEA members to begin deduction of dues.

17.6.1.2 All CSEA members who return from any leave of absence, will have their CSEA membership reinstated and continue as a full CSEA member.

17.6.1.3 Any CSEA member who asks the District about opting to withdraw their CSEA membership will be referred to the CSEA Labor Relations Representative.

17.6.2 The District shall deduct 1.5% of all earnings, except overtime, from the regular salary check of all CSEA Unit Members each month for twelve months up to a maximum of \$472.50 per year, or \$47.25 per month for state CSEA dues. The rate of dues, monthly maximum and yearly maximum shall be changed as necessary, as resolved by the delegates at the annual CSEA conference, upon request of CSEA with evidence of the adopted resolution. Deductions for chapter dues, Victory Club, and other voluntary payroll deductions shall be deducted in addition to state CSEA dues and shall be forwarded to CSEA with regular dues for disbursement.

17.7 The Association shall be provided with an opportunity for input regarding all unit member job description changes (new and existing) prior to submission to the Board of Education.

17.7.1 The District shall distribute a list of job vacancies with "Please Post" included to every job site and department on a monthly basis.

## 17.8 AFFIRMATION OF NEGOTIABILITY OF FUTURE RECLASSIFICATION

- 17.8.1 CSEA shall be provided with notice and opportunity to bargain the decision and effects of any new position that contains a transfer of classified work pursuant to PERB decision requirements.
- 17.8.2 The parties shall negotiate future reclassification issues if required by relevant PERB decisions.
- 17.8.3 Should there be any conflict between a job description and the SAUSD/CSEA collective bargaining agreement, the collective bargaining agreement shall be controlling, where applicable.

## 18.0 MANAGEMENT RIGHTS

- 18.1 It is not the intention of the parties, in setting forth the provisions reserved to the Governing Board, to detract or diminish in any way the rights of the Association or of unit members as expressly set forth elsewhere in this Agreement.
- 18.2 All matters not specifically enumerated as within the scope of negotiations or the consulting rights of the Association in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 18.2.1 The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
  - 18.2.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control and policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
  - 18.2.3 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, the personnel, work, service and activity functions assigned to such properties;
  - 18.2.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services, the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services;
  - 18.2.5 The utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual, consultants, supervisory or managerial personnel, to do work which is normally done but unable to be performed by unit members covered hereby, and the methods of selection and assignment of such personnel;

- 18.2.6 The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, records, health, conduct, discipline, transportation, food services, racial and ethnic balance, establishing of extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, and other personnel and the public with respect to such matters, subject only to such consultation rights of the Association;
- 18.2.7 The selection, direction, promotion, discipline of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to classrooms, and the determination as to whether, when and where there is a job opening.
- 18.2.8 The District retains the right in its sole judgment and discretion to classify, create and fill new positions. In the event the Association requests negotiations over the appropriate salary, such negotiations shall not delay implementation of the new position.
- 18.2.9 The dates, times and hours of operation of District facilities, functions, and activities; the District calendar;
- 18.2.10 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment;
- 18.2.11 The rules, regulations and policies for all unit members, students and the public, subject only to clear and explicit limitations contained in this Agreement.
- 18.3 In addition to its statutory reserved rights, the District also retains within its sole discretion all rights and powers not expressly limited by the clear and explicit language of this Agreement, including but not limited to the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
  - 18.3.1 Staffing patterns
- 18.4 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- 18.5 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described provisions, or any other rights of the District not limited by this Agreement, is not subject to the grievance provisions set forth in Article 10.

## **19.0 STATE PRESCHOOL TEACHERS**

### **19.0.1 General Provisions**

- 19.0.1.1 State Preschool classified employees and teachers shall constitute a bargaining unit of CSEA Chapter 41 and shall be limited to the rights provided to them under this Article, California Education Code, and applicable labor law unless otherwise enumerated within the article.
- 19.0.1.2 Classified Employees shall have one or more members on the bargaining team for matters relating to classified State Preschool classified employees.
- 19.0.1.3 State Preschool teachers shall have one or more members on the bargaining team for matters relating to classified State Preschool teachers.
- 19.0.1.4 Classified Employees
  - 19.0.1.4.1 All provisions of the Articles 1 through 18 shall apply to the classified employees in the State Preschool unit, except for:
    - 19.0.1.4.1.1 State Preschool unit members would be eligible (if working six (6) or more hours) for the least expensive medical and dental programs offered by the District.
    - 19.0.1.4.1.2 Effective July 1, 2023 State Preschool unit members hired after November 1, 2021, shall be permitted to purchase other District offered insurance plans at the difference between the cost of those plans and the lowest cost medical plan.
    - 19.0.1.4.1.3 Effective July 1, 2023, State Preschool unit members hired prior to November 1, 2021 shall be eligible for District offered medical plans per Article 11.
  - 19.0.1.4.2 Annual salaries and step increases are subject to negotiations.
- 19.0.1.5 State Preschool Teachers and Lead Teachers.
  - 19.0.1.5.1 Any reference herein to State Preschool teachers shall be construed to also refer to Lead Teachers.

19.0.1.5.2 The preceding Articles of this agreement shall be applicable to State Preschool Teachers:

- i. Article 1 - Recognition (as modified to establish State Preschool unit)
- ii. Article 2 - Definitions (with no additions or modifications)
- iii. Article 4 - Wages and Wage Provisions (with additions in 19.2 below)
- iv. Article 5 - Safety Conditions (with the additions in 19.3 below)
- v. Article 7 - Leaves (with the additions in 19.5)
- vi. Article 8 - Vacations and Holidays (only 8.2 shall apply to State Preschool Teachers)
- vii. Article 10 - Grievance Procedure (with no additions or changes)
- viii. Article 11 - Employee Benefits (with references to State Preschool employees in that section as appropriate)
- ix. Article 12 - Miscellaneous Provisions (with additions in 19.7)
- x. Article 13 - No Concerted Activities (with no additions or changes)
- xi. Article 15 - Disciplinary Procedures (with additions in 19.9)
- xii. Article 16 - Layoff and reemployment (with modification in 19.10)
- xiii. Article 17 - Association Rights (with no additions or modifications)
- xiv. Article 18 - Management Rights (with no additions or modifications)
- xv. Information Section (with no additions or modifications)

19.0.1.5.3 The following preceding Articles of this agreement shall not be applicable to State Preschool Teachers and Lead Teachers, and are replaced with subsequent sections in Article 19.

- i. Article 3 – Hours of Work (replaced with 19.1)
- ii. Article 6 – Transfer and Promotional Procedures (replace with 19.4)
- iii. Article 8 – Vacations and Holidays (no replacement section)
- iv. Article 9 – Evaluation Procedures (replace with 19.6 below)

- 19.0.1.5.4 State Preschool Teachers shall negotiate wages and benefits as participants of the State Preschool unit, and working conditions as agreed in Article 14 and modified in 19.8.

## 19.1 HOURS OF WORK

This section replaces Article 3 for State Preschool Teachers

### 19.1.1 Work Year

- 19.1.1.1 State Preschool Teachers shall render 184 duty days of service except those at sites that are designated 12 months.

- 19.1.1.1.1 Additional days at their daily rate of pay may be agreed upon between the State Preschool Teacher and his/her supervisor.

- 19.1.1.1.2 When additional days beyond those stated above are assigned and compensatory time off is to be provided, such assignments and compensatory time off shall be by mutual agreement of the State Preschool Teacher and administrator.

- 19.1.1.2 A joint committee of the Association and the District will develop the calendars for State Preschool for the term of this Agreement no later than April 15 of the previous year unless mutually agreed to later. The calendar shall comply with the requirements of the grants that fund the program.

- 19.1.1.3 Prorated sick leave shall be provided for those State Preschool Teachers working beyond a regular contract as follows:

Days Contract Extended	Sick Leave Earned
1-2	.1
3-4	.2
5-6	.3
7-8	.4
9-10	.5
11-12	.6
13-14	.7
15-16	.8
17-18	.9
19-20	1.0

## 19.1.2 Work Day

- 19.1.2.1 Lead Teachers shall work 8 hours per day. State Preschool teachers shall work 8 hours per day.
- 19.1.2.2 State Preschool teachers and Lead Teachers shall receive a fifteen (15) minute rest period during the first four hours and again during the last four hours of each eight (8) hour day. Part time employees of six hours or less shall receive one fifteen (15) minute rest period during the first four (4) hours.
- 19.1.2.3 Each unit member shall have at least a 30 minute duty-free, uninterrupted lunch period.
  - 19.1.2.3.1 It is the intent of the District and the Association that State Preschool Teachers shall perform such professional responsibilities as necessary to meet the needs of the educational program of the District. All planning periods are intended to be used for teachers' preparation and/or professional development and are considered to be a professional obligation.
- 19.1.2.4 The instructional day for State Preschool Teachers shall conform to the required minutes provided in grants that fund the programs. The duty day for each unit member, excluding the duty-free lunch, shall include the instructional day for each unit member as well as all those times when the unit member's presence is required for staff meetings, site functions, and student supervision, with the stipulations listed below:
  - a. In general, State Preschool Teachers shall be required to attend staff meetings, faculty meetings, department meetings, and other administratively-called meetings.
  - b. The State Preschool Teacher shall be responsible for meeting all duties (as defined in this Article), whether required by the site administration, the State of California, or the Administration for Children and Families relevant to their assignment.
- 19.1.2.5 The following activities shall be in conformity with the State Preschool Teachers' job description and other duties necessary for the proper operation of the school program. The service shall be without additional monetary compensation when completed within their normal duty day and may include but not be limited to such activities as parent conferences, committee work (e.g., evaluation of student performance, staff/departamental/faculty meetings, and professional growth/in-service meetings).



19.1.2.6 Each unit member shall daily indicate that he/she has reported for and left from duty. The method is to be determined by the Child Development Coordinator with input from the staff.

19.1.2.6.1 Unless otherwise directed or approved, on in-service, staff development, or other duty days when assigned students are not in attendance, State Preschool Teachers shall be expected to report to their work assignment or other assigned location no later than they would report if regular classes were in session with assigned students.

19.1.2.7 The Child Development Coordinator shall determine the beginning and ending time for State Preschool Teachers. Flexible starting and ending times may be made by the Child Development Coordinator for the convenience of individual State Preschool Teachers if the needs of the District continue to be served.

### 19.1.3 Meetings/Activities

19.1.3.1 Reasonableness shall prevail in calling required meetings and extending meetings beyond one hour after the end of the instructional day for the majority of State Preschool Teachers. Whenever possible, reasonable efforts will be made to end meetings and activities involving State Preschool Teachers before dark.

19.1.3.2 The following would not be considered applicable to provisions under 19.1.3.1:

- a. Any meetings or activities not called by the Child Development Coordinator.
- b. Voluntary attendance at meetings and activities.

19.1.4 Reporting Tardiness and Work Absence – Employees who are unable to come to work as scheduled shall notify their supervisor as soon as possible but no later than one hour prior to their regularly schedule work starting time, and give an acceptable explanation. If the regular supervisor cannot be reached, a message should be left with the designated person.

## 19.2 WAGES AND WAGE PROVISIONS

19.2.1 All provisions of Article 4 shall apply, with the addition of the following:

### 19.2.2 Column Movement

#### 19.2.2.1 Acceptable Units/Degrees

19.2.2.1.1 Units/Degrees obtained must be taken from or accepted by a college or university accredited by the Western Association of Schools and Colleges or an accrediting agency of similar status.

19.2.2.2 Approval of Units/Degrees

19.2.2.2.1 Credit will be given for units taken to qualify for an Associates (AA) or Bachelors (BA) degree in conjunction with the Child Development Teaching Permit.

19.2.2.3 Procedures for Column Change

19.2.2.3.1 Column change will be effective (no retroactivity) the first of the month following receipt in Human Resources of:

- a. Proof of advancement to a higher level of credential in the Child Development Teacher Matrix
- b. Official transcript bearing seal and signature of registrar
- c. Course approval forms where required
- d. Verification under 19.2.2.2.1 where required. Temporary verifications (grade reports, letters, unofficial transcripts, etc.) will not be acceptable.

19.2.3 Step Movement

19.2.3.1 Unit members become eligible for annual step movement upon having served seventy-five percent (75%) of the duty days in the school year in the regular assignment.

19.2.3.2 Step, column, and longevity advancement for qualified unit members shall be implemented for the duration of the Agreement.

19.2.4 Regular Salary Schedule

19.2.4.1 The 2014-2015 salary schedule for all unit members in the State Pre-school Program shall be increased by 5.5 percent on each cell of the Preschool Programs Classified Programs Salary Schedule.

19.2.4.2 All State Pre-School Teachers shall receive an additional increase over the 2014-2015 salary schedule effective July 1, 2015 based upon their placement upon the State Preschool Teacher and Lead Teacher salary schedule based upon the following educational achievements:

Position	Degree Achieved	% Salary Increase
Lead Teacher	BA	6.0%
Lead Teacher	AA	3.000%
Teacher	BA	5.0%
Teacher	AA	2.5%

- 19.2.4.3 Extended Work Year – Unit members whose regular assignment is extended beyond their normal work year shall be paid for the additional days at their regular daily rate, and shall be credited with additional sick leave as indicated in 8.1.5.

## 19.2.5 Overtime

- 19.2.5.1 Refer to Article 3.3 Overtime

## 19.2.6 Compensatory Time

- 19.2.6.1 Compensatory time off in lieu of overtime pay may be granted at the discretion of the District and will be given at the appropriate rate of overtime in accordance with the provisions contained in this section.
- 19.2.6.2 At the time the unit member is offered an overtime assignment, the Child Development Coordinator shall inform the unit member if compensatory time is available in lieu of overtime pay. The compensatory time off shall be at the overtime rate.
- 19.2.6.3 Compensatory time shall be taken at a time mutually acceptable to the unit member and the District within the current pay period or next two (2) pay periods (two months) from the date in which it was earned. If the compensatory time has not been taken within the above stated time, the District shall pay the unit member for all such time at the appropriate overtime rate.

## 19.3 SAFETY CONDITIONS

This section adds to all provisions in Article 5 for State Preschool Teachers

- 19.3.1 Infectious and Contagious Diseases: Upon a request from a unit member, the State Preschool nurse or site supervisor shall investigate reports of pupils who suffer from contagious or infectious diseases. If, upon investigation, the pupil is found to suffer from a disease which would constitute a threat to the safety of a unit member, then the District shall take such action as necessary to remedy the problem. If the site supervisor takes any action, the State Preschool nurse shall be notified. Upon consultation with the State Preschool nurse, the site supervisor shall notify appropriate unit members, including those directly involved with the pupil.
  - 19.3.1.1 If, upon arrival, a pupil's records indicate that the student is suffering from a contagious or infectious disease, the site administrator shall inform and consult with the school nurse and notify appropriate unit members, including those directly involved with the pupil.

- 19.3.1.2 The State Preschool Nurse shall be given the option of receiving the Hepatitis B vaccine at District expense as a prevention of Hepatitis B through reasonably anticipated blood borne exposure. If other sub-unit members reasonably believe that their required job duties include potential for occupational exposure, they shall be given the option of receiving Hepatitis B at District expense.
- 19.3.1.3 The District expects specialized health care services to be performed by designated classified staff and nurses as necessary. Specialized health care includes, but is not limited to: diapering, dispensation of medications, catheterizations, Credé, injections, ileostomies, colostomies, gastrostomies, tracheostomies, suction, oxygen administration, gavage, feeding and draining.
- 19.3.1.4 The District shall offer training annually on Universal Precautions.
- 19.3.1.5 Parent/student confidentiality, as required by law (i.e., HIV) shall prevail regarding the above matters.

### 19.3.2 Personal Property Reimbursement

- 19.3.2.1 Unit members who bring personal property to the work site to be used as an integral part of and necessary to the educational program shall be reimbursed for any verified loss, damage or destruction by malicious acts of others including arson, burglary, or vandalism. "Verified Loss" shall be defined for purposes of this article as any personal property with a monetary value of \$25.00 or more that is unusable for the educational program or purpose the unit member provided it for. Reimbursement is subject to the following conditions strictly construed:
- 19.3.2.1.1 Written approval for the use of the personal property in the schools was given by the site administrator before the property was brought on District premises or before used while performing services for the District. Exceptions to such prior approval shall be eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee. The value of the property shall be stated on the request form. The reimbursement value shall be determined as of the time of the verified loss and shall include normal allowance for depreciation.
- 19.3.2.1.2 Reasonable care shall be taken by the unit member to adequately protect such property while it is on school property. Reimbursement shall be conditioned upon the absence of negligence by the unit member.
- 19.3.2.1.3 The form to list private property shall be available at each site's office.

- 19.3.2.1.4 Only personal property in excess of \$25.00 shall be considered for reimbursement.
- 19.3.2.1.5 The maximum reimbursement for any one incident shall be \$1000.00. Requests for reimbursements of amounts over \$1,000.00 shall be submitted to the Superintendent who shall consider the request and render a decision.
- 19.3.2.1.6 Under no circumstances shall these sections be interpreted to apply to a unit member's vehicle.
- 19.3.2.1.7 An Unusual Occurrence Report shall be filed with the site administrator by the unit member within five (5) calendar days of the incident.
- 19.3.2.1.8 The Risk Management Office shall conduct such investigation as may be necessary. The burden of proof in all cases is with the unit member seeking reimbursement.

### 19.3.3 Pest Eradication

- 19.3.3.1 The District shall make reasonable efforts to keep all school grounds and facilities free of unwanted rodents, pests, and insects such as ants, roaches, and fleas. Insecticides/poisons utilized on District property shall only occur in strict compliance with applicable laws.

## 19.4 TRANSFER, PROMOTION, AND REASSIGNMENT PROCEDURES

This section replaces Article 6 for State Preschool Teachers

### 19.4.1 Definitions of Terms

- 19.4.1.1 Transfer: Transfer is the change of a unit member from one site to another. A transfer may be unit member initiated or District initiated.
- 19.4.1.2 Opening. An opening is a position at a site without an assigned unit member.
- 19.4.1.3 Temporary Reassignment. The deployment of an employee from a lower classification in a higher classification for a finite period of time.
- 19.4.1.4 Promotion. The permanent elevation of an employee to a higher classification.

### 19.4.2 Effect of a Unit Member Transfer Request

- 19.4.2.1 A unit member who has applied for a transfer to a specific vacancy or opening shall not, as a result of having filed for a transfer, be removed from his/her current assignment until the transfer has been decided.

### 19.4.3 Notification of Reasons

- 19.4.3.1 When a request for unit member initiated transfer is denied for reasons other than lack of a vacancy, District management shall, upon request, provide unsuccessful applicants with a statement of reasons for denial of their request for transfer based on the criteria listed in this Article.

### 19.4.4 Transfer

#### Unit Member Initiated Transfer

#### 19.4.4.1 Posting of Vacancies

- 19.4.4.1.1 As vacancies become known, they shall be posted at each open school site, Human Resources, and sent to the Association office. The vacancy notice shall include the position, location (if known), level or subject matter of assignment, credential and other requirements, and the closing date of the posting period, which shall be a minimum of ten (10) duty days after the initial posting date of the vacancy notice, or five (5) days under unusual circumstances (i.e. at the beginning of the year when there are many vacancies).

- 19.4.4.2 Requesting a Transfer-Unit member may request a transfer by via the following procedures.

- 19.4.4.2.1 Unit members may apply for transfer to any specific vacancy for which they are qualified during the time the vacancy is posted.

- 19.4.4.2.2 Unit member initiated transfers shall be reviewed and a decision made prior to filling vacancies.

- 19.4.4.2.3 If a vacancy occurs during the school year after the first semester or second trimester, and a unit member is selected to transfer to the assignment, such transfer may occur during the school year if the Child Development Coordinator and the transferee agree. If both principals do not agree, the selected unit member shall transfer at the end of the school year.

- 19.4.4.2.4 Permanent unit members requesting to transfer shall be considered, if qualified, prior to considering new hires.

- 19.4.4.3 District management shall select the most qualified unit member or applicant who has applied for the vacancy based upon the following criteria:

- 19.4.4.3.1 Posted qualifications for the vacancy including experience, appropriate credentials, and any special qualifications for the vacant position.

- 19.4.4.3.2 Posted educationally-related needs of the district and/or affected schools for grade level and/or subject area.
- 19.4.4.3.3 Legal requirements for grade level and/or subject area.
- 19.4.4.3.4 Review of evaluations and/or personnel files.
- 19.4.4.3.5 Years of experience in the District. If two (2) or more applicants are equally qualified, seniority in the District shall be the determining factor.
- 19.4.4.4 Other provisions relating to unit member initiated transfer.
  - 19.4.4.4.1 Transfer requests shall be filed at Human Resources.
  - 19.4.4.4.2 At any time prior to the granting of a transfer, the transfer requests may be withdrawn by the unit member.

#### District-Initiated Transfers

- 19.4.4.5 District initiated transfer caused by declining enrollment, enrollment shifts, budgetary considerations, or site closures shall be determined as follows:
  - 19.4.4.5.1 Prior to initiating a District-initiated transfer; the District shall seek appropriate volunteers from within the site or department.
  - 19.4.4.5.2 All other factors being equal, the unit member who has the least seniority within the department or site from which a transfer must take place shall be transferred first.
  - 19.4.4.5.3 Unit members subject to transfer under this section shall receive priority over unit member initiated transfer for existing vacant positions for which they are qualified.
  - 19.4.4.5.4 Unit members shall not be subject to a District-initiated transfer more than once during a school year. (NOTE: Applies to transfers for declining enrollment, enrollment shifts, or budgetary considerations).
  - 19.4.4.5.5 In the event a site shuts down, and there are no openings to absorb the unit members to be transferred, the employees to be transferred shall displace the junior most employees in their classification, as per the layoff provisions of the agreement.
- 19.4.4.6 District-initiated transfers caused by curricular modifications and/or other educationally-related needs of the District and/or affected schools may be recommended at any time. Such transfers shall not be arbitrary or capricious.

- 19.4.4.7 A District-initiated transfer shall not result in loss of annual contract salary, or any health and welfare benefits negotiated in this Agreement.
- 19.4.4.8 Unit members transferred under 19.4.4.6 above shall be given priority consideration over other unit member initiated transfers to be returned to the original school site when a vacancy is available for which they are qualified and for which they apply.
- 19.4.4.9 District initiated transfers shall not be arbitrary, capricious or discriminatory.

#### 19.4.5 Temporary Reassignment

- 19.4.5.1 The District will make a good faith effort to minimize temporary reassignments. If affected unit members believe abuse of the practice is evident, and the immediate supervisor does not rescind the reassignment, then an appeal may be made to the Division Superintendent for review. Summer reassignments are not subject to this provision.
- 19.4.5.2 Site/department unit members shall have equitable access to temporary reassignment opportunities. All qualified site/department unit members in appropriate classifications shall be given fair consideration for such assignments. Unit members not selected for a temporary reassignment may file a written request for a written statement of reasons for non-selection. Non-unit members shall not be offered temporary reassignments over qualified bargaining unit members.
- 19.4.5.3 Any unit member assigned by the District to a higher classification shall be paid a salary assigned to the higher position on the lowest step which will give an increase over the unit member's regular salary. This increase shall be no less than the difference between step 5 and step 6 of the higher classification, but no more than step 6 of the higher classification. This section effective only if such assignment is three (3) consecutive days, or an accumulation of more than 5 days in a 15 day working period.
- 19.4.5.4 When a unit member is temporarily reassigned to a position in a lower salary classification (summer assignment), the unit member shall retain his/her grade and step.

#### 19.4.6 Promotions

- 19.4.6.1 All promotional opportunities shall be posted at every site for a minimum of ten (10) duty days prior to being filled.
- 19.4.6.2 The following procedures shall serve as guidelines for all promotions:
  - 19.4.6.2.1 Permanent unit members may apply for promotional positions. Probationary unit members may apply as a new hire.



- 19.4.6.2.2 All qualified applicants for the posted position will be interviewed.
- 19.4.6.2.3 Efforts will be made to interview candidates for the promotional position utilizing similar questions developed from the same guidelines and/or job description.
- 19.4.6.2.4 The unit member with the greatest seniority shall be given priority consideration.
- 19.4.6.2.5 All unit members not selected for promotion after the final interview may request an interview through Human Resources to discuss improvements that will assist the unit member in future promotions.

#### 19.4.7 Filling of Vacancies

- 19.4.7.1 The interview panel, if utilized for the filling of any vacancy, shall be comprised of at least one employee who has the skills, or has performed the specific job duties of, or the actual position being filled. This does not apply to entry level positions.

### 19.5 LEAVES

This section adds to all provisions in Article 7 for State Preschool Teachers

#### 19.5.1 Professional Development

- 19.5.1.1 The District may grant a unit member an unpaid leave of absence of one (1) year (renewable with permission for an additional year) to pursue a District-approved program of professional development which may include, but not be limited to, additional schooling and/or training, research, participation in faculty exchange programs, or travel related to the unit member's present assignment
  - 19.5.1.1.1 Other leaves of absence shall be considered if they are related to the educational needs and/or programs of the District.

#### 19.5.2 General Provisions

- 19.5.2.1 A condition of each leave is that the credential or permit held at the time the leave was granted, properly authorizing service, must be maintained in full force by the unit member.
- 19.5.2.2 Only permanent unit members are eligible to apply for an unpaid leave (exception: Family Care and Medical Leave).
- 19.5.2.3 All leave requests shall carry a statement of recommendation by the immediate supervising administrator with reasons therefore.

- 19.5.2.4 All requests shall be considered by the Deputy Superintendent and the Superintendent prior to submitting to the Board of Education.
- 19.5.2.5 Generally, leaves shall be a minimum of one (1) semester and a maximum of two (2) semesters and will begin and end on semester dates. Unusual circumstances may be considered to waive this requirement. Upon written request, consideration will be given to extending unpaid leaves to a maximum of two years.
- 19.5.2.6 A unit member on unpaid leave must serve at least 75% of the duty days required for that year in order to receive credit for one year's experience.
- 19.5.2.7 At the end of the leave, the District shall make a good faith effort to assign the returning unit member to a position which was held at the time the leave was granted.
- 19.5.2.8 Unless circumstances preclude, all leave applications must be submitted ten (10) weeks prior to the beginning of the leave (except for Family Care and Medical Leave).
- 19.5.2.9 The unit member on leave must notify the Human Resources Office and the Child Development Coordinator of his/her intention to return to the District at the expiration of the leave or resign from the District. On semester leaves, the above date shall be November 1. The District will deem that the unit member has abandoned employment if he/she fails to notify the Human Resources Office as required.
- 19.5.2.10 After a leave has been approved; the District is under no obligation to return the unit member to service sooner than the ending date of the leave.
- 19.5.2.11 No leave shall be recommended unless the Child Development Coordinator has determined that a competent replacement is available.
- 19.5.2.12 A unit member on leave shall have the option to continue any health benefits negotiated in this Agreement at his/her own expense. Payments for these benefits shall be made in advance to cover a six (6) month span of time. Unit members on leave may elect to pay monthly for benefits, at 102% of the monthly cost basis.
- 19.5.2.13 Extension of leaves, upon request, shall be at the discretion of the District.
- 19.5.3 Other Leaves and Absences
- 19.5.3.1 A request for any leave or absence not covered by the terms of this Agreement may be considered by the District on an individual basis (e.g., Professional Conference Absence, National Voluntary Service Leave).

## 19.6 EVALUATION PROCEDURES

19.6.1 The purpose of evaluation is to monitor, improve and support Instruction. Toward this end, program administrators and preschool teachers will collaborate, utilizing research-based, best practice teaching and learning methodologies and pedagogy.

19.6.2 No later than twenty-five (25) duty days following commencement of duties, the unit member and program administrator shall meet to review and discuss the Evaluation Plan for the ensuing year.

### 19.6.3 Probationary Unit Members

19.6.3.1 Probationary Unit members shall receive a formal written appraisal of their performance after the unit member has worked three months, five months, and nine months, provided the unit member is employed at these times.

19.6.3.2 Evaluation dates may be extended an amount equal to a unit member's absence days incurred during the evaluation period with the approval of the Associate Superintendent, Human Resources.

19.6.3.3 A probationary unit member who receives all, or a combination of, "meets expectations" and/or "exceeds expectations" rating in the third month, fifth month, and ninth month of the formal written appraisals shall be deemed qualified and recommended for permanency status beginning the first duty day of the ensuing year.

19.6.3.4 A probationary unit member who receives "needs improvement" and/or an "unsatisfactory" rating in the third month, fifth month and/or ninth month of the formal written appraisals may be recommended for "termination" or may be recommended for an additional six months on probationary status.

19.6.3.5 A probationary unit member who is on an additional six months probationary status shall receive a formal written appraisal of their performance after the unit member has worked an additional three months.

19.6.3.6 An additional six months probationary unit member who receives all, or a combination of, "meets expectations" and/or "exceeds expectations" rating in the third month written appraisals shall be deemed qualified and recommended for permanency status beginning the first duty day of the seventh month.

19.6.3.7 An additional six months probationary unit member who receives any "unsatisfactory" rating in the third month formal written appraisal will be recommended for termination.

19.6.3.8 State Preschool Teachers may be released without cause at any time during their probationary period.

#### 19.6.4 Permanent Unit Members

- 19.6.4.1 Permanent Unit Members shall receive a formal written appraisal of their performance once (1) a school year. Permanent Unit Members shall be formally observed at least once (1) but no more than twice (2) per year, prior to the evaluation. The written appraisal shall be completed at or near the end of the second semester, which shall be completed between February 1 and May 30.

#### 19.6.5 Probationary and Permanent Unit Members

- 19.6.5.1 The appraisal form represents the supervisor's current evaluation of the unit member's performance. No attempt is to be made to average out past and present performance.
- 19.6.5.2 Any ratings of "needs improvement" or "unsatisfactory" shall include in the comments area of the Performance Appraisal (or an attachment) an explanation of the need for improvement or the basis for unsatisfactory performance. Any prior documentation and/or prior discussions (within the evaluation period) regarding the behavior shall be provided with the evaluation. In addition, the Strategy for Assistance Form shall include specifics regarding unacceptable conduct. (i.e. occurrences)
- 19.6.5.3 For permanent employees, prior discussion and/or documentation shall have occurred before "needs improvement" or "unsatisfactory" is designated in the evaluation procedure.
- 19.6.5.4 When assessing an employee's performance as less than satisfactory, the evaluator shall not merely repeat the evaluation descriptor for that line item on the strategy for assistance form.
- 19.6.5.5 The unit member's supervisor shall complete the appraisal form. Copies of the appraisal will be provided to the unit member at the time it is signed: Human Resource Office, where it will become a part of the unit member's personnel file; and a copy will be retained in the school or department file.
- 19.6.5.6 An appraisal interview is to be held between the unit member and the supervisor for the purpose of discussing the completed form. Following the interview, the unit member shall be given fifteen (15) duty days not counting the day of the meeting to consider the appraisal before commenting. All copies are to be signed by the unit member and the evaluator.
- 19.6.5.7 If the unit member does not agree with the evaluation, this disagreement should be written in the comments area at the time the evaluation is signed. The unit member shall sign the appraisal with the understanding that the unit member's signature does not mean the unit member is in agreement with the evaluation, only that the evaluation has been discussed with the unit member.

- 19.6.5.8 All unit members shall have the right to review and respond, on the evaluation form or with attachments, to the evaluation.
- 19.6.5.9 Any negative evaluation shall include specific recommendations for improvements unless termination is being recommended.
- 19.6.5.10 No evaluation of any unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator.
- 19.6.5.11 The unit member shall be given reasonable time during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- 19.6.5.12 If any information/material is to be used on an evaluation from a source other than the immediate supervisor, a copy of the information/material must be given to the unit member ten (10) duty days before it is used in the evaluation process so the unit member has an opportunity to attach a written response. (Added to Appraisal Form)
- 19.6.5.13 An appraisal form may be completed at any time the supervisor believes the employee or the District will benefit from performance appraisal.
- 19.6.5.14 The contents of an evaluation is specifically excluded from the grievance/arbitration section except when not in compliance with relevant laws or statutes. Violations of procedures within this Article are subject to the grievance procedure.

#### 19.6.6 General Provisions

- 19.6.6.1 Evaluation Forms – Forms used in the evaluation process shall be the forms currently utilized and any proposed changes shall be mutually developed prior to the implementation.
- 19.6.6.2 Source of Evaluation Data – No information or material gathered from sources other than designated evaluators shall be utilized in an observation or evaluation.
  - 19.6.6.2.1 If any information/material is to be used on an evaluation from a source other than the evaluator, a copy of the information/material must be given to the unit member ten (10) days before it is used in the evaluation process so the unit member has the opportunity to attach a written response.

- 19.6.6.3 Grievance Procedure Utilization – The use of the grievance procedure for this Article shall be limited to the procedure outlined in the evaluation process. Unit members who grieve evaluations shall concurrently proceed with improving noted deficiencies while the grievance is being processed.

#### 19.6.7 Personnel File

- 19.6.7.1 All materials in the personnel file of unit member which may serve as a basis for affecting their employment status are to be made available for inspection by the unit member involved.
- 19.6.7.2 The materials referred to in the foregoing statement (19.6.5.1 above) are not to include ratings, reports or records which (a) were obtained prior to the employment of the person involved, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.
- 19.6.7.3 Every unit member shall have the right to inspect such materials upon request, provided that the request to inspect such materials is made at a time when such person is not actually required to render service to the District.
- 19.6.7.4 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon, but such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary deduction.
- 19.6.7.4.1 Information placed in the personnel file under Section 19.6.5.4 shall carry the date stamp of the office of Human Resources.
- 19.6.7.5 When commendatory materials are submitted to District office personnel, a copy shall be sent to affected unit member(s) within ten (10) working days.

#### 19.6.8 Concerns/Complaints against Unit Members

- 19.6.8.1 Initial presentation of concern; Any person other than a student wishing to present a concern/complaint is to present the concern/complaint, within fifteen (15) days after becoming aware of the circumstances creating the concern/complaint, first to the unit member who is the subject of the concern/complaint.

- 19.6.8.2 If the concern is not resolved after presentation to the unit member, or if the concerned person chooses not to present the concern to the unit member, the concern may be presented to the Child Development Coordinator.
- 19.6.8.2.1 The Child Development Coordinator shall encourage the concerned person and the unit member to meet and discuss the concern. If such meeting is not held, the administrator shall proceed to investigate the concern with due respect to the confidentiality of the issues and parties involved.
- 19.6.8.2.2 The findings of the investigation shall be communicated to the parties after which the administrator shall encourage a joint meeting of the administrator, unit member, and concerned person to discuss the concern and findings.
- 19.6.8.3 If the concerned person is not satisfied with the resolution of the concern, he/she shall be instructed of the procedure to file a written complaint with the Superintendent. If such a written complaint is filed, a copy shall be forwarded to the unit member and the investigation of the complaint shall proceed as specified in Board Policies/Regulations.
- 19.6.8.3.1 Upon request of the unit member, a conference shall be conducted in an effort to resolve the complaint. If the complainant does not attend the conference, the complaint will be deemed withdrawn and not entered into the unit member's personnel file and the procedure under this article will be terminated.
- 19.6.8.3.2 In the event that the conference has not resolved the complaint and the District determines that it may take disciplinary action short of termination against the unit member, such action shall be taken only in accordance with §19.9 Disciplinary Procedures.
- 19.6.8.4 Representation: Unit members are entitled, upon request, to representation during any meeting/conferences conducted under these provisions. Administrators will make a good faith effort to remind unit members of their right to representation, but failure to do so will not be considered prejudicial to the District.
- 19.6.8.5 Records of complaints: If an investigation by the District shows that the complaint has not merit, no reference of record of the complaint shall be included in the unit member's personnel file.
- 19.6.8.6 Anonymous complaints: Anonymous complaints shall not be processed pursuant to the provisions of this article.

- 19.6.8.7 Unit members response: Unit member shall be entitled to respond in writing to any complaints lodged under this procedure and to have such response attached to any written material relating to complaints hereunder.
- 19.6.8.8 Other procedures: The District retains the right to pursue other legal procedures when independent investigation proves that the complaint has merit.

## 19.7 MISCELLANEOUS PROVISIONS

19.7.1 This section shall be in addition to Article 12 of the agreement

### 19.7.2 Conflict

- 19.7.2.1 In the event a conflict between the terms of this Agreement and any Board policies, procedures, or individual contracts of employment, the terms of this Agreement shall prevail.
- 19.7.2.2 In the event a conflict between the terms of this Agreement and any statutory regulation, the statutory regulation shall prevail.

## 19.8 DISCIPLINARY PROCEDURES

19.8.1 This section shall be in addition to Article 15 for State Preschool teachers.

### 19.8.2 Permanent Employees

- 19.8.2.1 Notice: In order to be timely filed, a charge shall be initiated no later than twenty-five (25) duty days following the act or occurrence upon which the charges are based, or twenty-five (25) days following the date the District reasonably should have known of the act or occurrence.

## 19.9 LAYOFF AND RE-EMPLOYMENT

19.9.1 This section shall be in addition to Article 16 for State Preschool Teachers.

19.9.2 The notice of layoffs shall be not less than sixty (60) days in advance of the effective date of the layoff unless notification about funding is received by the District at a time that such notice is not possible. This section replaces §16.2.1 of the agreement. §16.2.1.1 shall apply to State Preschool teachers.



## APPENDIX 1 – 2022-2023 Preschool Program Lead Teachers (224 Days) Salary Schedule

SANTA ANA UNIFIED SCHOOL DISTRICT  
PRESCHOOL PROGRAM LEAD TEACHERS  
2022-2023  
224 DAYS

STEP	LT-A	LT-B	LT-C	LT-D
	No Degree	SITE SUPERVISORS PERMIT AA	BA/BS	Program Directors Permit BA/BS
1	52,776	61,587	66,792	67,351
2	53,569	62,407	67,627	68,196
3	54,369	63,232	68,480	69,056
4	55,185	64,072	69,345	69,928
5	56,014	64,924	70,228	70,818
6	56,854	65,791	71,112	71,714
7	57,707	66,669	72,018	72,630
8	58,572	67,559	72,936	73,553
9	59,451	68,463	73,866	74,494
10	60,343	69,383	74,809	75,452
11	61,247	70,314	75,772	76,420
12	62,166	71,264	76,745	77,403
16	63,100	72,221	77,733	78,402
21	64,045	73,197	78,738	79,413
26	65,004	74,188	79,755	80,443

Board Approved: March 14, 2023  
Eff. 7/1/2022 Retro 9%

## APPENDIX 2 – 2022-2023 Preschool Program Lead Teachers (185.5 Days) Salary Schedule

SANTA ANA UNIFIED SCHOOL DISTRICT  
PRESCHOOL PROGRAM LEAD TEACHERS  
2022-2023  
185.5 DAYS

STEP	LT-A	LT-B	LT-C	LT-D
	SITE SUPERVISORS PERMIT			Program Directors Permit
	No Degree	AA	BA/BS	BA/BS
1	43,706	51,001	55,312	55,774
2	44,362	51,681	56,005	56,476
3	45,022	52,364	56,709	57,186
4	45,699	53,059	57,426	57,910
5	46,387	53,764	58,157	58,647
6	47,084	54,483	58,889	59,389
7	47,789	55,210	59,640	60,146
8	48,505	55,946	60,400	60,911
9	49,232	56,695	61,170	61,690
10	49,973	57,458	61,950	62,483
11	50,720	58,228	62,750	63,285
12	51,481	59,015	63,554	64,100
16	52,255	59,808	64,372	64,925
21	53,037	60,616	65,206	65,763
26	53,832	61,436	66,047	66,616

Board Approved: March 14, 2023  
Eff. 7/1/2022 Retro 9%

## APPENDIX 3 – 2022-2023 Preschool Program Teacher (224 Duty Days) Salary Schedule

### SANTA ANA UNIFIED SCHOOL DISTRICT PRESCHOOL PROGRAM TEACHER 2022-2023 224 DUTY DAYS

Credential	Associate Teacher	Teacher	Teacher AA	Teacher BA	Master Teacher/ Site Supervisor	Master Teacher/ Site Supervisor AA	Master Teacher/ Site Supervisor/ Prog. Dir. BA
	8 hour	8 hour	8 hour	8 hour	8 hour	8 hour	8 hour
Step							
1	44,092	46,297	54,678	59,454	48,610	57,056	61,888
2	44,092	46,987	55,392	60,187	49,339	57,803	62,649
3	44,752	47,693	56,118	60,924	50,078	58,561	63,427
4	45,427	48,408	56,848	61,675	50,830	59,332	64,217
5	46,104	49,136	57,593	62,438	51,592	60,116	65,021
6	46,798	49,869	58,348	63,212	52,364	60,908	65,831
7	47,501	50,621	59,116	64,000	53,153	61,711	66,658
8	48,211	51,378	59,894	64,796	53,947	62,528	67,494
9	48,931	52,151	60,685	65,606	54,758	63,356	68,343
10	49,670	52,933	61,487	66,428	55,579	64,197	69,203
11	~	53,726	62,300	67,260	56,414	65,052	70,084
12	~	54,531	63,125	68,105	57,258	65,923	70,967
16	~	55,355	63,961	68,964	58,119	66,802	71,869
21	~	56,182	64,815	69,834	58,990	67,696	72,785
26	~	57,023	65,677	70,721	59,875	68,604	73,712

Board Approved: March 14, 2023  
Eff. 7/1/2022 Retro 9%

## APPENDIX 4 – 2022-2023 Preschool Program Teacher (185.5 Duty Days) Salary Schedule

### SANTA ANA UNIFIED SCHOOL DISTRICT PRESCHOOL PROGRAM TEACHER 2022-2023 185.5 DUTY DAYS

	Column	Column	Column	Column	Column	Column	Column
	I	IIA	IIB	IIC	IIIA	IIIB	IIIC
Credential	Associate Teacher	Teacher	Teacher AA	Teacher BA	Master Teacher/ Site Supervisor	Master Teacher/ Site Supervisor AA	Master Teacher/ Site Supervisor/ Prog. Dir. BA
	8 hour	8 hour	8 hour	8 hour	8 hour	8 hour	8 hour
Step							
1	36,515	38,341	45,280	49,236	40,254	47,248	51,251
2	36,515	38,911	45,872	49,840	40,860	47,867	51,881
3	37,060	39,495	46,472	50,453	41,471	48,495	52,527
4	37,619	40,087	47,077	51,074	42,094	49,135	53,179
5	38,181	40,691	47,694	51,707	42,725	49,784	53,846
6	38,755	41,297	48,320	52,347	43,365	50,439	54,514
7	39,338	41,920	48,956	53,001	44,019	51,105	55,201
8	39,923	42,548	49,599	53,657	44,676	51,780	55,894
9	40,521	43,188	50,254	54,330	45,347	52,465	56,596
10	41,132	43,834	50,918	55,009	46,027	53,165	57,308
11	~	44,492	51,591	55,699	46,716	53,872	58,037
12	~	45,160	52,276	56,401	47,417	54,593	58,770
16	~	45,840	52,969	57,112	48,129	55,320	59,517
21	~	46,527	53,675	57,832	48,852	56,062	60,275
26	~	47,222	54,389	58,566	49,585	56,813	61,042

Board Approved: March 14, 2023  
Eff. 7/1/2022 retro 9%

## Classified Salary Schedule Titles 2022-2023

Revised: May 19, 2023

• Lower grade effective for the unit members employed on or after 12/14/1983



## APPENDIX 5A – 2022-2023 Classified Salary Schedule

### SANTA ANA UNIFIED SCHOOL DISTRICT CLASSIFIED SALARY SCHEDULE 2022-2023

Grade	STEP 1	HOURLY	STEP 2	HOURLY	STEP 3	HOURLY	STEP 4	HOURLY	STEP 5	HOURLY	STEP 6	HOURLY
5	2,518	14,988	2,639	15,708	2,774	16,512	2,919	17,375	3,069	18,268	3,220	19,167
6	2,579	15,351	2,713	16,149	2,847	16,946	2,989	17,792	3,148	18,738	3,304	19,667
7	2,644	15,738	2,777	16,530	2,923	17,399	3,073	18,292	3,224	19,190	3,388	20,167
8	2,713	16,149	2,847	16,946	2,989	17,792	3,148	18,738	3,301	19,649	3,469	20,649
9	2,777	16,530	2,923	17,399	3,073	18,292	3,224	19,190	3,393	20,196	3,566	21,226
10	2,847	16,946	2,989	17,792	3,148	18,738	3,301	19,649	3,473	20,673	3,652	21,738
11	2,923	17,399	3,073	18,292	3,224	19,190	3,393	20,196	3,566	21,226	3,742	22,274
12	2,989	17,792	3,148	18,738	3,301	19,649	3,473	20,673	3,649	21,720	3,832	22,810
13	3,073	18,292	3,224	19,190	3,393	20,196	3,566	21,226	3,740	22,262	3,926	23,369
14	3,148	18,738	3,301	19,649	3,473	20,673	3,649	21,720	3,835	22,827	4,028	23,976
15	3,224	19,190	3,393	20,196	3,566	21,226	3,740	22,262	3,932	23,405	4,125	24,554
16	3,301	19,649	3,473	20,673	3,649	21,720	3,835	22,827	4,028	23,976	4,231	25,185
17	3,393	20,196	3,566	21,226	3,740	22,262	3,932	23,405	4,121	24,530	4,328	25,762
18	3,479	20,708	3,654	21,750	3,836	22,833	4,032	24,000	4,234	25,202	4,448	26,476
19	3,571	21,256	3,742	22,274	3,934	23,417	4,126	24,560	4,334	25,798	4,553	27,101
20	3,658	21,774	3,837	22,839	4,034	24,012	4,236	25,214	4,449	26,482	4,671	27,804
21	3,745	22,292	3,935	23,423	4,135	24,613	4,339	25,827	4,558	27,131	4,786	28,488
22	3,837	22,839	4,034	24,012	4,236	25,214	4,449	26,482	4,674	27,821	4,908	29,214
23	3,938	23,440	4,137	24,625	4,346	25,869	4,559	27,137	4,787	28,494	5,031	29,946
24	4,037	24,030	4,238	25,226	4,450	26,488	4,676	27,833	4,909	29,220	5,161	30,720
25	4,137	24,625	4,346	25,869	4,559	27,137	4,787	28,494	5,030	29,940	5,282	31,440
26	4,244	25,262	4,453	26,506	4,678	27,845	4,917	29,268	5,164	30,738	5,419	32,256
27	4,347	25,875	4,564	27,167	4,789	28,506	5,031	29,946	5,287	31,470	5,554	33,060
28	4,453	26,506	4,678	27,845	4,917	29,268	5,164	30,738	5,427	32,304	5,692	33,881
29	4,566	27,179	4,794	28,536	5,041	30,006	5,288	31,476	5,555	33,065	5,840	34,762
30	4,679	27,851	4,925	29,315	5,167	30,756	5,431	32,327	5,704	33,952	5,985	35,625
31	4,806	28,607	5,043	30,018	5,303	31,565	5,559	33,089	5,843	34,780	6,132	36,500
32	4,925	29,315	5,167	30,756	5,431	32,327	5,704	33,952	5,985	35,625	6,282	37,393
33	5,043	30,018	5,303	31,565	5,559	33,089	5,843	34,780	6,132	36,500	6,440	38,333
34	5,170	30,774	5,433	32,339	5,711	33,994	5,988	35,643	6,298	37,488	6,611	39,351
35	5,304	31,571	5,561	33,101	5,847	34,804	6,147	36,589	6,441	38,339	6,769	40,292
36	5,437	32,363	5,712	34,000	5,992	35,667	6,300	37,500	6,611	39,351	6,944	41,333
37	5,571	33,161	5,850	34,821	6,152	36,619	6,448	38,381	6,781	40,363	7,119	42,375
38	5,714	34,012	5,999	35,708	6,306	37,536	6,620	39,405	6,950	41,369	7,303	43,470
39	5,861	34,887	6,154	36,631	6,466	38,488	6,784	40,381	7,123	42,399	7,484	44,548
40	6,010	35,774	6,308	37,548	6,625	39,435	6,954	41,393	7,308	43,500	7,670	45,655
41	6,157	36,649	6,470	38,512	6,793	40,435	7,137	42,482	7,501	44,649	7,870	46,845
42	6,315	37,589	6,633	39,482	6,965	41,458	7,312	43,524	7,679	45,708	8,068	48,024
43	6,474	38,536	6,798	40,464	7,141	42,506	7,505	44,673	7,874	46,869	8,274	49,250
44	6,640	39,524	6,969	41,482	7,318	43,560	7,686	45,750	8,068	48,024	8,473	50,435
45	6,799	40,470	7,142	42,512	7,508	44,690	7,876	46,881	8,282	49,298	8,688	51,714
46	6,976	41,524	7,325	43,601	7,700	45,833	8,074	48,060	8,481	50,482	8,906	53,012
47	7,149	42,554	7,509	44,696	7,886	46,940	8,288	49,333	8,698	51,774	9,137	54,387
48	7,325	43,601	7,700	45,833	8,074	48,060	8,481	50,482	8,915	53,065	9,359	55,708
49	7,510	44,702	7,887	46,946	8,291	49,351	8,701	51,792	9,140	54,405	9,597	57,125
50	7,705	45,863	8,093	48,173	8,502	50,607	8,926	53,131	9,371	55,780	9,834	58,536
51	7,898	47,012	8,292	49,357	8,708	51,833	9,144	54,429	9,601	57,149	10,085	60,030
52	8,100	48,214	8,510	50,655	8,929	53,149	9,375	55,804	9,847	58,613	10,336	61,524
53	8,300	49,405	8,717	51,887	9,148	54,452	9,613	57,220	10,091	60,065	10,596	63,071
54	8,513	50,673	8,936	53,190	9,385	55,863	9,857	58,673	10,344	61,571	10,868	64,690
55	8,720	51,905	9,156	54,500	9,617	57,244	10,100	60,119	10,609	63,149	11,143	66,327
56	8,937	53,196	9,386	55,869	9,859	58,685	10,353	61,625	10,869	64,696	11,414	67,940
57	9,157	54,506	9,621	57,268	10,101	60,125	10,614	63,179	11,146	66,345	11,703	69,661
58	9,391	55,899	9,861	58,696	10,360	61,667	10,884	64,786	11,422	67,988	12,001	71,435
59	9,628	57,310	10,113	60,196	10,618	63,202	11,149	66,363	11,707	69,685	12,292	73,167
60	9,867	58,732	10,360	61,667	10,875	64,732	11,414	67,940	11,989	71,363	12,590	74,940
61	10,114	60,202	10,617	63,196	11,147	66,351	11,706	69,679	12,286	73,131	12,903	76,804
62	10,366	61,702	10,879	64,756	11,422	67,988	11,994	71,393	12,592	74,952	13,217	78,673

Board Approved: March 14, 2023  
Eff. 7/1/2022 Retro 9%  
Longevity: 1 grade increase at 10, 15, 20, 25, 30 and 35 years of service.

\$5/hour compensation for translating during IEPs and SST meetings only

