SERVICE EMPLOYEES INTERNATIONAL UNION CTW-CLC LOCAL 521

Memorandum of Understanding

July 1, 2017 to June 30, 2020

Salida Union School District

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ARTICLE 1
Agreement

This Agreement is entered into between the Salida Union School District (hereinafter referred to as the "District") and Service Employees International Union, CTW-CLC Local 521 (hereinafter referred to as the "Union").

ARTICLE 2
Recognition

2.1 The District hereby recognizes the Union as the exclusive representative for employees in the positions of HS Teacher, HS Literacy Coordinators, HS Custodians, HS Secretaries/Receptionists, HS Associate Teachers, HS Family Service Workers, EHS Home Visitor, EHS Associate Teacher, EHS Master Teacher, SPS Teachers, SPS Associate Teachers, SPS Custodians and Early Head Start Teacher, not including substitute employees.

2.2 Prior to the implementation of any new classification, the District and the Union shall meet and confer for purposes of determining if a classification shall be placed in the bargaining unit. If the parties cannot reach agreement, the matter shall be submitted to the Public Employment Relations Board for resolution.

ARTICLE 3
District Rights

3.1 It is understood and agreed that The District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work in accordance with the Education Code. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

3.3 The District retains its right to amend or modify policies and practices referred to in this Agreement in cases of emergency as declared by county, state, or federal authorities and when employees are serving in the capacity of disaster service workers pursuant to California Government Code section 3100 et seq.

ARTICLE 4
Union Representation

4.1 The Union shall have the right to use, without charge, specified instructional bulletin boards, mailboxes, and the use of the school mail system and e-mail, for the posting or transmission of information or notices concerning Union matters. No long distance telephone calls may be made at District expense.

4.2 The Union shall have the right to reasonably use without charge, institutional facilities, at reasonable times, for Union business in accordance with District policy. Any use of equipment does not include the use of supplies required to run the equipment, which must be furnished or reimbursed to the District by the Union.

4.3 The Union shall have the right to receive non-confidential materials related to wages, hours, or other terms and conditions of employment which are relevant to the Union to fulfill its duties and obligations as the exclusive representative of bargaining unit members.

4.3.1 The District agrees to notify the Union in writing of any new policies or changes to existing policies, affecting wages, hours, and other terms and conditions of employment not covered by this memorandum within a reasonable timeframe prior to implementation, of such policies or changes.

4.4 The Union shall have the right to review a bargaining unit member's personnel file when accompanied by the individual or upon presentation of a written authorization signed by him/her. Reasonable notice shall be given.

4.5 The District shall provide the chapter president of the Union one copy of the non-confidential Board agenda and any non-confidential back-up material related thereto, upon request, for each Board meeting when these documents are made available to other requesting individuals.

4.6 Within thirty (30) days after the execution of this contract, District shall print or duplicate and provide a copy of this contract to every bargaining unit member. The District agrees to provide newly-hired bargaining unit members with a copy of the contract.

4.7 The Union shall be entitled to two (2) stewards on the job at each worksite except the Salida and Boer sites, where there may be a maximum of one (1) steward at each of these sites.

4.7.1 Stewards are permitted to spend a reasonable amount of time processing and presenting grievances of employees and employees negotiating without loss of pay or benefits. It is understood and agreed that release time shall not include a steward's release from their assigned classroom duties when processing or presenting grievances. The steward performing the above duties will normally be the one assigned to the worksite in question, but in their absence or unavailability the chief steward may perform these duties.

4.7.2 Stewards and officers, when required to leave their worksite in order to negotiate or process grievances, will first request permission to do so from their immediate supervisor. They will also request permission from the immediate supervisor of any

employee who is to be contacted during working hours. Permission shall not be unreasonably denied. If it is denied, a mutually agreeable time will be set.

4.7.3 The Union agrees to notify the District in a timely manner of the names of Union stewards and officers and any changes as they arise.

4.8 The right of release time, without pay, for the authorized number of Union chapter delegates to attend the Union conferences as indicated on an annual Union Delegate Authorization report, shall he granted provided that the employee or employees have given written notice ten (10) working days prior to the absence. The Union shall submit the Union Delegate Authorization report to the District upon receipt as verification of the Union authorized number of delegates to an annual conference.

4.8.1 There shall be no more than two (2) authorized delegates for purposes of not creating a hardship for the Department or the District.

4.9 The District shall, upon appropriate written authorization from any employee represented by the Union, deduct and make appropriate remittance for insurance premiums, credit Union payments, tax shelter annuities or other plans or programs as approved by the District.

4.10 New Employee Orientation. A Union Representative will receive a thirty (30) minute presentation relating to the terms of the existing Memorandum of Understanding as part of the new employee orientation process. Reasonable time will be allowed for questions and answers. The District will provide reasonable advance notice to the Union of the dates and times of new employee orientation sessions.

4.10.1 District notification shall include: Name, phone number, address, anticipated date of hire, anticipated rate of pay, classification, and work site.

ARTICLE 5
Employee Representation

Upon request, employees shall have the right to have a Union representative present in any investigatory interview with management where the employee reasonably believes the investigation could result in disciplinary action. When the investigatory interview occurs during working hours, neither the Steward nor the affected employee shall suffer any loss of pay or benefits.

ARTICLE 6
Non-Discrimination

There shall be no discrimination by the District or the Union against any employee on account of membership in or activity on behalf of the Union.

Neither the District nor the Union shall discriminate for or against any unit employee on account of sex, age over 40, race, color, pregnancy, national origin, physical or mental disability, medical condition, ancestry, marital status, sexual orientation, religion, gender identity/expression, military and veteran status, or any other basis prescribed by federal or state law.

Failure to file or prosecute a grievance pursuant to this provision shall not prevent or prohibit an employee from pursuing any other available legal recourse or remedy.

ARTICLE 7
Discipline and Due Process

7.1 Just Cause

7.1.1 A permanent employee shall be subject to personnel action (suspension without pay, demotion, reduction of pay step within classification, or dismissal) only for just cause in accordance with law. At any time prior to the expiration of an initial probationary period, the Governing Board may, at its discretion, dismiss an initial probationary employee from the employ of the District. An employee on initial probation shall not be entitled to a hearing as contained herein.

7.2 Initiation and Notification of Charges

7.2.1 The Superintendent or designee may initiate discipline in accordance with this Article and the law against an employee.

7.2.2 In all cases involving a personnel action, The Superintendent or designee shall file a written recommendation of discipline with the Board of Trustees. A copy of the recommendation shall be served upon the employee either personally or by certified mall, return receipt requested, at the employee's last known address. The recommendation shall include:

7.2.2.1 A statement of the nature of the discipline.

7.2.2.2 A statement of the cause or causes of the discipline.

7.2.2.3 A statement of the specific acts or omissions upon which the causes are based. If violation of rule, policy, or regulation of the District is alleged, it shall be set forth in the recommendation.

7.2.2.4 A statement of the employee's right to appeal from the recommendation and the manner and time within which their appeal must be filed. An employee shall be given a minimum of seven (7) days within which to appeal the recommendation.

7.2.2.5 A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

7.3 Grounds for Disciplinary Action of Permanent Classified Employees

7.3.1 One or more of the following causes shall be grounds for suspension, demotion, or dismissal of any permanent classified employee:

7.3.1.1 Incompetence or inefficiency in the performance of the duties of their position.

7.3.1.2 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's job description or otherwise necessary for the employee to perform the duties of the position.

7.3.1.3 Insubordination.

7.3.1.4 Negligence in the performance of duty or in the care or use of District property.

7.3.1.5 Offensive or abusive conduct or language toward other employees, pupils, or the public.

7.3.1.6 Dishonesty.

7.3.1.7 Drinking alcoholic beverages on the job, or reporting for work while intoxicated.

7.3.1.8 Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substances while on the job, or reporting to work while under the influence of a narcotic or controlled substance.

7.3.1.9 Personal conduct unbecoming an employee of the District.

7.3.1.10 Engaging in improper political activity during assigned hours of employment as provided in Education Code section 7055 and Board Policy.

7.3.1.11 Conviction of any crime involving moral turpitude.

7.3.1.12 Arrest for a sex offense as defined in Education Code sections 44010/87010 and pursuant to Education Code section 45304(b).

7.3.1.13 Conviction of a narcotics offense as defined in Education Code sections 44011/87011.

7.3.1.14 Absence without leave or repeated tardiness.

7.3.1.15 Abuse of illness leave privileges.

7.3.1.16 Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.

7.3.1.17 Persistent violation or refusal to obey safety rules and regulations made applicable to public schools by the Governing Board or by an appropriate federal, state, or local governmental agency.

7.3.1.18 Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

7.3.1.19 Willful or persistent violation of the Education Code or rules and regulations of the District.

7.3.1.20 Abandonment of position, or excessive absenteeism.

7.3.1.21 Physical or mental incapacity.

7.3.2 This section shall not be construed to prevent layoffs for lack of work or lack of funds.

7.4 Employment Status Pending Appeal or Waiver

7.4.1 Except as provided herein, any employee against whom a recommendation of discipline has been issued shall remain on the active duty status and responsible for fulfilling the duties of the position pending their appeal or waiver thereof.

7.4.2 In cases where the Superintendent or designee has determined that an employee should be dismissed and that continuation of the employee in active duty, status after a written recommendation of such discipline has been issued would result in an unreasonable risk of harm to students, staff, or property or an operational disruption to the workplace during the time the proceedings are pending, the Superintendent or designee may order the employee suspended from their duties without pay while the proceedings take place. Such suspension order shall comply with law and afford an opportunity for a Skelly hearing before the Superintendent prior to any suspension without pay. If the recommendation to dismiss is not adopted by the Governing Board and the Governing Board does not impose a suspension without pay, the employee shall be entitled to all pay and benefits that they were denied while serving the imposed suspension.

7.5 Right to Appeal

7.5.1 The employee may, within seven (7) days after receiving the notice of recommendation of discipline described above, appeal by signing and filing the card or paper included with the notice or any other written document that is signed and appropriately filed in accordance with law.

7.5.2 If the employee against whom a recommendation of personnel action has been filed fails to file a notice of appeal within the time specified in this Article, the employee shall be deemed to have waived their right to appeal and the Board of Trustees may order the recommended discipline be effective immediately.

7.6 Amended/Supplemental Charges

7.6.1 At any time prior to an employee's appeal is submitted to the Board of Trustees or to a hearing officer for decision, the Superintendent or designee may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of discipline.

7.6.2 If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable time to prepare their defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted in the record.

7.7 Appeal Hearing Procedures

7.7.1 The bearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have representation and, if demand is made therefore when the Board is hearing the appeal, a public hearing. The procedure entitled "Administrative Adjudication" commencing at Section 11500 of the Government Code shall not be applicable to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules or evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

7.7.2 All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal themselves. In any case in which the Board he= the appeal, the Board may utilize the services of its counsel or a heating officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, it shall affirm, modify or revoke the recommended personnel action.

7.7.3 In arriving at a decision or a proposed decision on the personnel action, the Board may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records contained in the employee's personnel files if such records were introduced into evidence at the hearing.

7.7.4 The decision of the Board shall be in writing and shall contain specific findings of an act based on the evidence and charges presented.

7.7.5 Hearing Decision: The decision of the Board shall be final with a copy of the decision being sent to the employee and designated representative by certified mail within thirty (30) workdays of the final Board hearing.

ARTICLE 8
Union Membership

8.1 The District recognizes the tight of employees to form, join and participate in lawful activities of the Union. Neither the District nor Union shall discriminate against an employee in the exercise of this right.

8.2 As a condition of employment, all employees covered by this Agreement shall join the Union, shall pay service fees to the Union, as determined by the Union, or upon verification of their bona fide religious objector status, shall make equivalent payments to a charity in lieu of service fees.

8.3 Any employee who is member of a bona fide religious body or sect which has historically held conscientious objections to joining or paying service fees to employee organizations shall not be required to join in or pay service fees to the Union upon verification of their religious objector status per Section 82 above. An employee claiming a religious objection must do so in writing to the Union which shall verify the employee claim. The Union will then notify the District in writing of verification or denial of the employee's religious objector status. Such bona fide verified religious objectors shall be required, in lieu of a service fee, to make equivalent payments to one of the following non-religious, non-labor organization's charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.

8.3.1 American Cancer Society

8.3.2 American Heart Association

8.3.3 United Way

An employee claiming this religious objection shall, as a condition of continued exemption from the requirement of paying service fees to the Union, furnish the Union with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize deductions of such payment. The Union shall notify the District of employee selection and payment method in a timely manner.

8.4 It is agreed and understood that employees that fail to submit membership or service fee forms shall have the dues or service fee automatically payroll deducted, with notification by Union to the District, or within sixty (60) days of employee hire date, whichever comes first. Hire date is defined as first day of service.

8.5 The District agrees to notify the Union of all new hires in the bargaining unit within thirty (30) days of their hire date. Included in this notification shall be the new employees hire date, name; address, phone number, job classification, days worked per year, hours worked per day, and worksite.

8.6 The District shall, at no charge, deduct initiation fees, assessments, dues and service fees from each employee's wages, obligated under this Agreement and shall forward these fees to the Union as soon as possible. The District shall also, at no charge, deduct any

other contribution to a Union program or fund as specified by the Union for all employees who have given written authorization for said deductions.

8.7 The Union as defined in this Agreement shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, cost, charges or penalties incurred in responding to or defending against all claims, disputes, challenges, which are actually brought against the District or any of its agents, in connection with the administration or enforcement of any Section in this Agreement pertaining to service fees.. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District that are necessary to defend the District's interests. Prior to reimbursement, the District shall provide the Union an accounting of the precise costs incurred by the District.

8.8 At least annually, the District shall supply the Union with the name, classification, mailing address, home telephone number, and date of hire of all represented employees. Any newly hired employee and the names of any employees terminated, resigned, laid off, or otherwise left the employment of the District during the previous month shall be designated on this list.

ARTICLE 9
Hours of Work and Overtime

9.1 Hours of Work: Head Start Program Employees

9.1.1 The District will notify the Union prior to any change in the number of working days from the prior year. The District shall notify the Union within a reasonable timeframe prior to implementation to meet and confer over the impacts.

9.1.2 Head Start Permit Teachers work eight (8) or fewer hours per day depending on their assignment and/or job description.

9.1.3 Head Start Associate Teachers work six (6) or fewer hours per day depending on their assignment and/or job description.

9.1.4 Early Head Start Home Visitors work eight (8) or fewer hours per day. Home Visitors will have a duty free lunch.

9.1.5 Early Head Start Master Teacher and Teacher work eight (8) or fewer hours per day depending on their assignment and /or job description.

9.1.6 Early Head Start Associate Teachers work five and one-half (5.5) or fewer hours per day depending on their assignment and /or job description.

9.2 Hours of Work: State Preschool Program

9.2.1 State Preschool Permit Teachers normally work five (5) or fewer hours per day depending on their assignment and/or job description.

9.2.2 State Preschool Associate Teachers work six (6) or fewer hours per day depending on their assignment and/or job description.

9.3 Hours of Work: All Employees

9.3.1 The work week shall consist of five (5) consecutive days, beginning on Monday and ending on Friday, unless otherwise established for individual positions.

9.3.2 The regular hours of work each day shall be consecutive except for the interruption for meal or break periods.

9.3.3 Meal Periods: Each employee who works more than six (6) hours in a workday receives a thirty (30) minute duty-free lunch period. It is not counted as time worked. Permit Teachers and Instructional Aides are required to eat lunch with the children as part of the instructional program, and this time shall not be considered as the employee's required meal break time. Meal times shall be scheduled by the District after consultation

with the employee. With the agreement of the Child Development Director, an employee may waive their right to take an unpaid duty-free lunch period.

9.3.4 Breaks: Employees working four (4) hours or more are entitled to one paid fifteen (15) minute rest break per four (4) hour work period approximately in the middle of the work period; rest breaks are included as part of the work day. Breaks shall be scheduled by the District after consultation with the employee.

9.3.5 All permanent employees shall be given an established work schedule at the time of hire. The District will notify the Union of any change in that schedule and allow reasonable time to meet and confer. The employee shall be given a minimum of one (1) week advance notice of any change in schedule. This provision is understood to refer only to changes in work schedules and not a reduction in work hours; which is covered under the "Layoff" Article 19.

9.3.6 Employees shall receive at least five (5) days notice of all regularly scheduled mandatory meetings. Employees shall receive at least twenty-four (24) hour notice of any emergency meetings that are mandatory except in extraordinary circumstances.

9.4 Overtime

9.4.1 Overtime is defined as time worked in excess of eight (8) hours in one (1) week day or forty (40) hours in one (1) work week.

9.4.2 All overtime work must be authorized in writing by the Child Development Director or designee before an employee can work overtime. However, when written authorization is not practical, verbal authorization by the Child Development Director or District office is allowed, which shall then be followed up by written authorization the following day.

9.4.3 Overtime shall be compensated at time and one-half (1.5) the employee's average rate of pay for the number of overtime hours worked.

9.4.4 Overtime work is authorized only in unusual or emergency situations by the Child Development Director, who shall not require continuous overtime.

9.5 Compensatory Time

9.5.1 With the approval of the Child Development Director or designee, employees may agree to work to accumulate compensation time at a one to one rate for non-overtime work or time and one-half (1.5) for overtime work in lieu of receiving overtime pay.

9.5.2 Employee use of compensation time must be approved by the Child Development Director and must occur within thirty (30) days of the date that the compensation time is accrued. When an employee does not use his/her accumulated compensation time within thirty (30) days, the balance of compensation time will be converted to the appropriate hourly pay rate and paid to the employee on the next pay warrant.

9.5.3 All paid leave shall count as time worked towards the regularly scheduled workday or work week in establishing eligibility for overtime compensation.

9.5.4 All time spent by employees in any after normal work hours meetings shall be eligible for compensatory time accrual. Compensation or compensatory time off shall be at the employee's option.

Note: Head Start Positions language on 180-202 working days will be noted in the Salary Schedule for CalPERs/CalSTRS.

Note: State Preschool Positions language on 180-215 working days will be noted in the Salary Schedule for CalPERs/CalSTRS.

ARTICLE 10
Personnel Files and Evaluations

10.1 Personnel Files

10.1.1 The Districts official personnel file of each employee shall be maintained at the District Office.

10.1.2 Information of, a derogatory nature shall not be filed in the employee's personnel folder until the employee is given a notice and a reasonable opportunity to review and comment An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments. Written comments will be submitted to the employee's immediate supervisor. The appropriate District personnel will file the comments in the employee's personnel file.

10.1.3 Inspection of Files: An employee who wishes to inspect materials in his/her personnel file, shall make an appointment and review the material during the normal District business hours. Materials will be inspected at the appropriate location in the presence of the District office personnel within three (3) working days from the date requested. Employees may, upon request, be provided copies of documents in their personnel file at the time of inspection.

10.1.4 Employees may, in writing, authorize the Union to obtain a copy of their personnel file provided the written request is signed and dated by the employee.

10.2 Evaluations

10.2.1 The District shall evaluate probationary employees at least three (3) times per year (3 months, 6 months and 10 months). Permanent employees will be evaluated once a year.

10.2.2 The evaluator shall be the unit member's immediate supervisor and/or any other management or supervisory employee who is so designated by District management.

10.2.3 The evaluation shall be in writing on forms authorized by the District.

10.2.4 Evaluations shall be confidential, placed in the employee's personnel file, and a copy provided to the employee.

10.2.5 Prior to the evaluation, the criteria and procedure for evaluation shall be explained to the unit member.

10.2.6 Subsequent to the evaluation, an evaluation conference shall be scheduled between the unit member and The evaluator. At the conference, the evaluator will present the written evaluation and discuss the matter with the unit member. The unit member shall sign the evaluation signifying only that he/she has read the document, and not necessarily agrees with the content and has been provided the opportunity of attaching a written response which shall become a part of the permanent record. Any written response must be presented to the District within ten (10) business days of the date of the evaluation.

10.2.7 Only specific evaluation procedures as contained in this Article shall be subject to the grievance procedure. Evaluation substantive content shall not be subject to the grievance procedure.

10.2.8 Nothing in this Article shall be construed to allow for any evaluation being subject to the grievance procedure.

ARTICLE 11
Seniority

11.1 Seniority Defined

Seniority shall be defined for all purposes as an employee's accumulative length of time from their initial date of hire. If employees have equal seniority, ties shall be broken by random lot. The District shall provide employees and the Union with a seniority list by October 1st of each year and also prior to any personnel action being taken based upon a seniority dot: Any dispute regarding the accuracy of the seniority list shall be subject to the Grievance Procedure provided it is submitted within thirty (30) days of the Union's receipt of the list.

11.2 Break In Seniority

Seniority is broken when an employee separates from employment with the District, or is placed on the non-layoff thirty-nine (39) month rehire list. However, an employee who voluntarily resigns employment with the District and returns to employment within thirty (30) days shall not have their seniority broken.

ARTICLE 12
Types of Positions and Probation

12.1 Definition of Positions

All positions shall be classified as permanent, probationary, short term, or substitute and all employees shall be provided written notification of their classification status at lime of hire.

12.1.1 Permanent shall be those employees who have completed their probationary period.

12.1.2 Probationary shall be those employees who have not completed their probationary period.

12.1.3 Short term shall be those employees as defined "short term" by Education Code section 45103.

12.1.4 Substitutes shall be those employees as defined "substitutes" by Education Code section 45103.

12.2 Job Descriptions.

The District shall maintain job descriptions far each represented position and shall provide the Union with copies of each job description. The District shall meet and confer with the Union prior to any changes being made to job descriptions for represented positions.

12.3 Initial Probation.

The probationary period for all employees shall consist of the first one (1) year of service. Probationary employees shall be entitled to all rights and privileges of this Agreement unless specifically excluded herein, except that their discipline and termination shall not be subject to the grievance procedure. An employee shall be required to undergo only one probationary period within the same classification. Upon completion of the probationary period, the employee's seniority date shall relate back to the date of hire.

12.4 Promotional Probation

A promotion is defined as a change in classification to one of higher pay. An employee promoted shall serve a six (6) month probation in the new classification. If an employee fails a promotional probation, the employee shall be placed into any vacancy in their previously held classification. If no vacant position exists, the employee shall be subject to the layoff and recall procedure contained in this Agreement for any position the employee previously held.

ARTICLE 13
Grievance Procedure

13.1 Definitions.

13.1.1 A Grievance is a formal written allegation by a grievant that he/she has been affected by a specific violation of this collective bargaining agreement.

13.1.2 A grievant may be an employee(s) represented by the Union or the Union.

13.1.3 A day is any day in which the District administrative office is open for business.

13.1.4 The immediate supervisor is the person having immediate supervisory jurisdiction over the grievant who has been designated by the District to adjust grievances.

13.2 Grievance Steps.

13.2.1 Informal Level: With ten (10) days after the occurrence of the action or omission giving rise to a grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

13.2.2 Step One: If the grievance remains =satisfactorily resolved, the grievant may within fifteen (15) days from the informal conference register a formal grievance with the Child Development Director. The grievance shall be in writing, on forms approved by the District, with copies to the Union, his/her immediate supervisor, and the Superintendent, stating the following:

13.2.2.1 Statement of grievance listing the specific action and events alleged to violate this Agreement and the provisions violated;

13.2.2.2 Steps take to resolve differences through informal means;

13.2.2.3 The requested remedy.

13.2.3 The Child Development Director shall meet with the grievant and then communicate a decision in writing to the grievant with a copy to the Superintendent and the Union within ten (10) days after receiving the grievance.

13.2.4 Step Two: In the event the grievant is not satisfied with the decision at Step One, he/she may appeal the decision to the Superintendent or his designee within ten (10) days after receiving the Step One decision. The written appeal shall contain the following:

13.2.4.1 A copy of the original grievance.

13.2.4.2 The decision rendered at Step One;

13.2.4.3 A clear concise statement of the reasons for the appeal.

13.2.5 The District Superintendent or his/her designee shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to the Union and the immediate supervisor, within ten (10) days after receiving the appeal.

13.2.6 Step Three: If not satisfied with the decision at Step Two, the grievant may, with ten (10) working days with the consent of the Union, appeal the matter to a State Mediator. It is the intent of the parties that the grievance mediation session begins as soon as possible consistent with the mediator's schedule,

1. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have the authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by the District, the Union and the grievant.
2. The mediator will provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute.
3. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposals or any concessions agreed to our offered during mediation shall not be admissible in pursuing this grievance.

13.2.7 Step Four: If not satisfied with the decision at Step Three, the grievant may, within ten (10) days, appeal the decision to the Districts Board of Trustees. A date for an executive hearing before the Board shall be mutually agreed upon. The Board shall allow for presentation of testimony, evidence, and witnesses at the Executive Session. A copy of the Board's written response shall be sent to the grievant and his/her representative within fifteen (15) working days. The decision of the Board shall be final.

13.3 Representation

13.3.1 No employee shall be required to be represented by the Union in processing a grievance.

13.3.2 An employee shall have the right to Union representation at every level of the grievance process.

13.3.3 Neither the Union nor the District shall take any reprisals or unlawfully discriminate against any employee for exercising rights under this Article.

13.3.4 If an employee pursues a grievance without the intervention of the Union beyond the Informal Step, the grievance shall not be considered resolved until the Union has received notice of the grievance and the proposed resolution and has been given an opportunity to file a written response. In addition, the Union shall have the right to veto any proposed resolution at Step Two or earlier that is contrary to the provisions of the agreement or law or harms another member. It is further understood and agreed that any agreement reached at any step of the grievance procedure in this manner shall not be precedent setting.

13.4 Time Limits.

13.4.1 Time limits in this policy may be extended by mutual agreement between the grievant and the District Administration.

13.4.2 Failure by a grievant to meet a deadline set in this policy shall automatically terminate the grievance and the grievant shall not have a right to relief on the same set of facts.

13.4.3 Failure by the District to meet a deadline set in this policy shall result in the grievance being advanced to the next level.

13.5 Miscellaneous: All documents dealing with the processing of a grievance shall be filed separately from the employee's regular personnel file.

ARTICLE 14
Substitutes

14.1 The District shall schedule substitutes for employees who are absent or sufficiently tardy as to require a substitute in the District's judgment. If an employee is unable to come to work at all or in a timely fashion, he/she shall notify the District a minimum of at least one (1) hour prior to the beginning of their scheduled work time.

14.2 If an employee elects to serve as a substitute in a classification other than their own, they shall be paid at the step two (2) rate for the position in which they are substituting. If an employee elects to serve as a substitute in their same classification, they shall be paid at their normal rate of pay.

14.3 If the District requires an employee to serve as a substitute in a different classification other than their own, they shall be paid the greater of their normal rate of pay or step two (2) rate of pay for the classification in which they are substituting.

14.4 Employees shall not be required to work as a substitute outside of their regularly scheduled working hours.

14.5 The District will make every effort to provide adequate staffing levels for State Preschool and Head Start teaching staff to maintain safety and supervision plans.

ARTICLE 15
Health and Safety

15.1 The District shall provide a safe work environment for employees.

15.2 The District shall provide annual training on handling children with violent behavior.

15.3 The District will follow any Child Study Referral procedures establish by the Stanislaus County Special Education Local Plan Area (SELPA).

15.4 The District shall maintain at least one adult equipped ***first aid*** kit at each worksite.

ARTICLE 16
Employee Materials and Expenses

16.1 The District shall provide supplies, tools and equipment necessary for employees to perform their work duties.

16.2 Employees with prior authorization shall be reimbursed for non-District paid expenses associated with attendance at conferences, workshops, purchase of supplies needed in the performance of his/her duties, mileage while undertaking District business and for food and/or lodging when required in the performance of job related responsibilities. Employees must submit a Reimbursement Claim and attach all receipts along with proper authorization. Mileage shall be reimbursed at the Internal Revenue Service (IRS) maximum allowable rate. The District shall implement any changes to this rate within sixty (60) days of when the IRS makes such a change.

16.3 The District shall pay employees of the District required, as a condition of their employment, to undergo medical examinations, and drug testing. Employees shall be responsible for securing TB testing/x-rays through either their medical insurance coverage, a county health clinic, or when provided by the District, as a condition of continued employment.

16.4 The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of equipment, identification badges and cards, if the employee is required and authorized by the District to wear or use items.

ARTICLE 17
Workload and Staffing

17.1 The District shall comply with the state and federal regulations that pertain to staffing.

17.2 Workload

17.2.1 At least one (1) day of interrupted classroom preparation shall be scheduled prior to child returning from both Winter and Spring breaks.

17.2.2 At least two (2) days of classroom preparation shall be scheduled prior to the beginning of the school year.

17.2.3 At least three (3) days of uninterrupted days shall be allocated for home visits prior to the beginning of each school year for two (2) teachers or four (4) days of uninterrupted days for one teacher.

17.2.4 Head Start Permit Teachers spend four and one-half (4.5) hours each day with children and two and one-half (2.5) hours each day for class preparation, meeting with support staff (e.g. Nurse, Family services) and parents, preparation of children's files and/or Individualized Education Plans ("IEP"), in-service training and parent meetings. However, it is understood that the amount of time spent on these tasks may vary from time to time based on the needs of students and the District.

17.2.5 Head Start Associate Teachers spend six (6) hours each day with children and any remaining time is used to assist the teacher. However, it is understood that the amount of time spent on these tasks may vary from time to time based on the needs of students and the District.

17.2.6 Early Head Start Home Visitors workload is tied to performance standards.

17.2.7 Early Head Start Master Teacher and Teacher spend four (4) hours each day with children and three (3) to four (4) hours each day for class preparation, meeting with support staff (e.g. Nurse, Family services) and parents, preparation of children's file and/or Individualized Education Plans ("IEP"), in-service training and parent meetings. However, it is understood that the amount of time spent on these tasks may vary from time to time based on the needs of students and the District.

17.2.8 Early Head Start Associate Teachers spend four (4) hours each day with children and remaining time is used to assist teachers. However, it is understood that the amount of time spent on these tasks may vary from time to time based on the needs of students and the District.

17.3 Workload and Staffing: State Preschool Program

17.3.1 State Preschool Permit Teachers spend three (3) hours each day, Monday through Friday, with children; the remaining hours each day are used for class preparation, meeting with support staff (e.g. Nurse, Family Services Aides) and parents, preparation of children's files and/or Individualized Education Plans ("IEP"), in-service training and parent meetings. However, it is understood that the amount of time spent on these tasks may vary from time to time based on the needs of students and the District.

17.3.2 State Preschool Associate Teachers spend six (6) hours with children; any remaining time is used to assist the teacher. However, it is understood that the amount of time spent on these tasks may vary from time to time based on the needs of students and the District.

ARTICLE 18
Filling Vacancies Through Transfers, Promotions, and Assignment'

18.1 Definitions:

18.1.1 A "transfer" is any change of worksite and/or shift which results from an employee requesting to fill a posted vacancy.

18.1.2 A "promotion" is a change in position to one of higher pay.

18.2 Employee Requests for Transfers or Promotions

18.2.1 The District shall post all vacancies at all worksites and the District office for a period of ten (1D) calendar days. The posting shall specify for each vacancy: classification, worksite, scheduled hours, days per year, classroom (if applicable), and language required (if any).

18.2.2 Employees may, at any time during the posting period, submit a written request to the District to transfer or promote into a vacant position. Employees shall have the right to withdraw a written request to transfer or promote at any time by correspondence to the Human Resources Director at any time until the position is filled.

18.2.3 The District shall maintain a current list of all transfer and promotion requests by worksite. The Union shall be provided this list when requested.

18.3 Filling Vacancies

When a position becomes vacant the District must follow the procedure below:

18.3.1 Layoff Recall — The District shall fill the vacancy by recalling the most senior eligible laid off employee who has the necessary classification and language proficiency pursuant to the employee's layoff rehire rights.

18.3.2 Within a program, qualified district employees shall be given consideration before qualified employees from outside the district are considered in filling any bargaining unit vacancies. The District shall make the final determination as most qualified applicant based upon the following criteria: (1) Experience; (2) Required Permits/Licenses; (3) Training; and, (4) If the applicant is a current District employee, past work performance as referenced in evaluations. Where two or more bargaining unit employees apply and their qualifications are equal, seniority will be the deciding factor. The final selection is within the sole discretion of the District.

18.4 Involuntary Transfers:

"Involuntary transfers" of bargaining unit members may be initiated by the District management whenever such transfer is in the best interest of the District when there is a personality dispute or other problem with employees working together at a site which is negatively impacting District operations or when a specific language speaking ability is required at a site. A bargaining unit member shall not have his/her assigned hours reduced, or shift changed as a result of a District initiated involuntary transfer, or for disciplinary or capricious reasons. A unit member affected by such transfers shall be given notice as soon as administratively practicable. A conference will be held between the appropriate management person and the unit member upon request of the employee or the Union in order to discuss the reasons for the involuntary transfer. District reserves the right to move employees between sites when lack of work exists at current work location in order of reverse seniority within classification.

ARTICLE 19
Layoff and Recall

19.1 Layoff Notice

A layoff is defined as a reduction in workforce or hours. An employee subject to layoff shall be given at least forty-five (45) days written notice of an impending layoff, in accordance with the Education Code.

19.2 Order of Layoff

The employee(s) with the least seniority shall be laid off first, within classification.

19.3 Placement/Bumping Rights

An employee laid off shall be placed into any posted vacant position of an equal or lower classification in which they have previously worked as a regular employee within the District Then, an employee laid off may bump into an equal or lower classification in which they have previously worked as a regular employee within the District, provided their seniority is greater than the least senior employee in that classification. When bumping into a lower classification, the employee shall be placed at the Step in the lower classification that is closest to their pay rate in the higher classification.

19.4 Layoff in Lieu of Placement or Bumping

An employee who elects a layoff in lieu of placement or bumping maintains their reemployment rights under this Agreement.

19.5 Reemployment Rights

19.5.1 Laid off employees are eligible for preferred reemployment in the classification from which they were laid off for a thirty-nine (39) month period. Such employees shall be offered reemployment in reverse order of layoff. A laid off employee who has accepted demotion m lieu of layoff shall have an additional twenty-four (24) months to be reemployed hi the former classification for a total of sixty-three (63) months from the date of original layoff.

19.5.2 Notice of the opportunity for reemployment shall be made by certified mail to the employee's, last known address.

19.5.3 The laid off employee shall accept or reject the opportunity for reemployment in writing no later than the close of business on the fifth (5th) working day following receipt of the offer of reemployment If there is no response from the laid off employee, they shall miss their rotation on the rehire list and that

opportunity for reemployment. In this event, they shall be placed at the bottom of the rehire list. If a laid off employee rejects an opportunity for reemployment into a position exactly like the one from which they were laid off, they shall be removed from the rehire list. Should the District receive notice from the US Postal Service that an addressee has moved with no forwarding address available, that laid off employee shall be removed from the rehire list due to the District's inability to notify them of available opportunities for reemployment.

19.5.4 When reemployment is accepted, the employee shall have a maximum of ten (10) working days to report to work. In the event the reemployment offer is not for an immediate start date, reporting shall be specified by the District. Reporting to work is subject to successful clearance by DOJ for fingerprinting.

19.5.5 When a reemployment offer is rejected due to the laid off employee's verified illness or personal hardship, as determined by the Administrator of Personnel Services, the employee shall remain on the rehire list nor forgo their rotation not to exceed the original thirty-nine (39) month rehire deadline or sixty-three (63) month rehire deadline, whichever is appropriate.

19.6 Retirement in Lieu of Layoff

Any employee who was subject to being, or was in fact, laid off and who is qualified for and who elected service retirement from the Employee Retirement System (CALPERS or SIRS) shall be placed on a thirty-nine (39) month reemployment list_ The District shall notify the Retirement Board of the fact that the retirement was due to layoff. If the employee is subsequently subject to reemployment and accepts, in writing, in accordance with Section 5 (d) of this Article, the District shall then maintain the vacancy, but may fill it on a temporary basis until the Retirement Board has properly processed the employee's request for reinstatement from retirement.

19.7 Right to Apply for Vacancies

A laid off employee may apply for any vacant position for which they are qualified. If a laid off employee is hired into a new classification, they shall have any unused sick leave restored, prior to layoff.

19.8 Effect of Layoff

19.8.1 The laid off employee shall be entitled to pay including all earned vacation pay, compensatory time, earned wages, and accumulated overtime.

19.8.2 Following the layoff of any employee, the District shall send appropriate COBRA notices to each laid off employee notifying them of all COBRA rights. Laid off employees shall have the right to continue health insurance benefits under COBRA for up to eighteen (18) months at their own expense.

19.8.3 An employee who is on the rehire list shall, when requested, be given consideration to be called as a substitute in the employee's former classification. However, the District reserves the right to not call a laid off employee to substitute if their performance is not satisfactory or the employee turns down opportunities to substitute. The decision to remove a laid-off employee from the substitute list is not grievable, as substitutes are not included within the bargaining unit. Removal of a laid-off employee from the substitute list shall not affect the employee's statutory reemployment rights.

19.9 Head Start Programmatic Changes

19.9.1 If, during the life of this Agreement, Agreement, the federal government eliminates the social service component of the Head Start program such that FCS positions may be impacted, the District and the Union shall meet and confer as soon as possible on impact.

19.9.2 If, during the life of this Agreement, the federal government mandates a Bachelor's level requirement for Head Start employees, the District and the Union shall meet and confer as soon as possible on impact.

ARTICLE 20
Leaves

20.1 Bereavement Leave

20.1.1 An employee shall receive up to three (3) days of leave of absence, or five (5) days of absence if one (1) day travel of 300 miles or more is required, without loss of pay or benefits on account of the death of any member of the employee's immediate family.

20.1.2 Immediate family is defined as: mother, father, guardian, grandmother, grandfather, grandchild of the employee, spouse, domestic partner registered with the State of California, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or of the spouse or state-registered domestic partner of the employee, child for whom the employee is the guardian, and any relative living in the employee's immediate household.

20.2 Industrial Accident Leave

20.2.1 Employees will be entitled to industrial accident leave for personal injury only if the injury has qualified for worker's compensation under the provisions of the State Compensation Insurance Fund.

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

20.2.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will be used. If, however, an employee is still receiving temporary disability payment under the Worker's Compensation laws of this state at the time of exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

20.2.4 The District has the right to have the employee examined by a physician designated by and paid for by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

20.2.5 For any days of absence from duty as a result of the same industrial accident, the total compensation for the employee from both sources shall not exceed 100

percent of the amount the employee would have received as salary had there been no industrial accident or illness. If the employee fails to endorse to the District any wage loss disability, indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant, the amount of such disability indemnity actually paid to and retained by the employee.

20.3 Judicial Leave

20.3.1 Employees shall be provided leave for regularly called jury duty and to appear as a witness in Court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the employee. The employee shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date, of the leave except if the employee receives less than ten (10) days notice from the Court.

20.3.2 The employee, while serving of jury duty, shall receive their regular pay less any pay received from the Court.

20.3.3 An employee may use personal necessity leave if under subpoena to appear as a witness in a court other than as a litigant or to respond to a subpoena from another jurisdiction other than as a litigant. Employees shall provide written notice to their immediate supervisor of the necessity of such leave no less than five (5) days prior to the beginning of the Judicial Leave and verification from the Court of actual time spent in court for this provision.

20.4 Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

20.5 Personal Illness and Injury Leave

20.5.1 General: Employees working eight (8) per day shall accrue one (1) day of paid leave for each month worked for purposes of personal illness or injury or illness. Employees working less than eight (8) hours per workday shall earn paid leave on a pro-rated basis for hours worked for purposes of personal illness or injury. Employees may utilize up to one-half of their annual accrual of personal illness and injury leave in any school year to attend to the illness of a child, parent, spouse, or state-registered domestic partner pursuant to Labor Code section 233. In addition to the above, an employee may utilize up to one-half of their accumulated personal illness and injury leave to attend to the illness of their minor child living with the employee or whom the employee shares custody, upon medical proof as provided in 20.5.5. of this Article.

20.5.2 Long Term Illness/Injury Leave: After all earned leave as set forth in 20.5.1 above is exhausted, an additional non-accumulated long-term personal illness/injury leave shall be available for a period not to exceed five (5) school

months. The amount deducted for leave purposes from the unit member's wage shall be the amount actually paid a substitute employee employed to fill the position during the leave. The five- (5)-month period shall begin following the depletion of all paid leaves including vacation, compensatory time off, and any other available paid leave due to illness or injury. This leave is only available for long-term illness or injury verified by a physician and shall not be available for continuous leaves less than five (5) consecutive days after all regular paid leaves have expired.

20.5.3 New Employees: A new employee of the District shall not be eligible to take more than six (6) days of personal illness/injury leave or the proportionate amount to which they may be entitled, until the first day in the calendar month after completion of six (6) months of working for the District

20.5.4 Accumulation: Any unused personal illness or injury leave shall accumulate from year to year without limit.

20.5.5 Medical Proof: An employee may be required by the District to provide a physician's certificate verifying the personal illness or injury for absences that extend beyond three (3) days.

20.6 Personal Necessity Leave

20.6.1 Definition

20.6.1.1 At an employee's discretion, accumulated Personal Illness or Injury leave may be used for purposes of personal necessity; provided that use of such personal necessity does not exceed seven (7) days in any school year.

20.6.1.2 Personal Necessity shall be limited to:

20.6.1.2.1 A death or serious injury or illness of a member of the employee's immediate family; or

20.6.1.2.2 An accident which is unforeseen involving the unit member's person or property, or the person or property of an employee's immediate family; or

20.6.1.2.3 Appearance in Court; or

20.6.1.2.4 Other reason approved by the District

20.6.1.3 This leave is generally not available for purposes of personal convenience, for the extension of a holiday, for matters which can reasonably be expected can be taken care of outside the work hours, or for recreational activities.

20.6.2 Use

20.6.2.1 Before the use of personal necessity leave, an employee must obtain prior written approval from their immediate supervisor, except in cases of death or accident as defined above. Should either circumstance arise, the employee shall make every effort to comply with District procedures to enable the District to procure a substitute.

20.6.2.2 Under all circumstances, an employee shall verify in writing that personal necessity leave was used only for purposes as set forth above.

20.6.3 "No Tell" Days

An employee may use up to three (3) days of the above seven (7) days of personal necessity leave without restriction except for purposes of seeking employment elsewhere or concerted activities.

20.6.4 FMLA/CFRA

The District agrees to abide by state and federal laws regarding the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

20.7 Pregnancy Disability Leave

20.7.1 Definition

Employees may use personal illness or injury leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom on the same terms and conditions governing leaves of absences from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities set forth above.

20.7.2 Without Pay

Employees have the right to leave without pay or other benefits for disabilities due to pregnancy, miscarriage, childbirth, or recovery therefrom when personal illness and injury leave has been exhausted. The length of such disability leave, including the date on which the leave shall commence and the date upon which duties are to be resumed, shall be determined by the employee and their physician. However, the District may require verification of the extent of the disability through medical review of the employee by a physician selected by the employee from a panel of three (3) District designated physicians.

20.7.3 Return from Leave

The employee returning from pregnancy disability leave shall be returned to a comparable position to the one they held at the commencement of the leave.

20.7.4 Family Leave

The District shall comply with all applicable provisions of the Federal Medical Leave Act (FMLA) and California Family Rights Act (CFRA) and all applicable provisions of state law that relate to family and medical leave.

ARTICLE 21
Holidays

21.1 Classified Bargaining Unit

21.1.1 Eligibility

All employees shall be entitled to the paid holidays listed below provided they are in paid status during the work day immediately preceding or the work day immediately succeeding the holiday.

Employees who are not normally assigned to work during the holidays of December 25 and January 1 shall be paid for those holidays provided that they were in paid status during the work day of their normal assignment immediately preceding or succeeding the holiday.

21.1.2 Holidays and Observance

When a holiday falls on a Saturday, it shall be observed the following Monday. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. Holidays are listed below:

Floating Holiday either before or after Independence Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Workday after Thanksgiving
Workday before or after Christmas
Christmas
Workday before or after New Year's Day
New Year's Day
Martin Luther King, Jr. Day
Lincoln's Day
Washington's Day
Workday before Easter Sunday
Memorial Day

21.1.3 Holiday Pay

An employee's holiday pay shall be based upon their regularly scheduled work hours. If an employee is required to work on any holiday, they shall be paid or given compensatory time off, at the employee's choice, for all time worked at the rate of one-and-a-half (1.5) their regular rate of pay in addition to receiving the regular pay for the holiday.

21.2 Certificated Bargaining Unit

The District shall not require employees to work on the following holidays:

Floating Holiday either before or after Independence Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Workday after Thanksgiving
Workday before or after Christmas
Christmas
Workday before or after New Year's Day
New Year's Day
Martin Luther King, Jr. Day
Lincoln's Day
Washington's Day
Workday before Easter Sunday
Memorial Day

ARTICLE 22
Education

22.1 AA/AS/BA Degree

Employees shall receive a thirty-five dollar ($35) stipend for every three (3) units successfully completed (grade C or better) and will be paid biannually, on January and July payroll, for units submitted by the end of the preceding month of pay after the submission of credentials that leads to an AA/AS/BA degree. Units must be related to the employee's current classification or a promotional classification within the bargaining unit, up to a maximum of one hundred five dollars ($105) a year. As an example, if the employee completes six (6) units, he/she will receive a seventy dollars ($70) stipend; if the employee completes nine (9) or more units, he/she will receive a one hundred five dollar ($105) stipend.

22.2 In order to receive this stipend, employees must submit proof of successful completion of the units in question to the District's business office when employee receives verification from the College attended no later than December 31st and/or June 30th.

** Compensation of benefits to be retroactive to July 1, 2017.

ARTICLE 23
Wages

23.1 The attached salary schedule shall become effective July 1, 2017 for the 2017-2018 school year (see attached Appendix A).

- Increase Head Start and Early Head Start salaries of unit members employed as of the Effective Date by 1% COLA.

- Multi-Funded employees who work for HS, EHS, and SPS (no COLA awarded) will only receive an increase in salary to the proportional percentage worked for HS and EHS. Such employees will not receive any salary increase for any percentage of time worked and funded from SPS.
    - Multi-Funded employee percentage splits are subjected to change based on the programs offered, the students enrolled, the hours of operation, and the hours worked.
    - Employees who are currently multi-funded in 2016-2017 are as follows: Literacy Coordinator, Program Secretaries (2), Custodian, Family Service Worker (1)

23.2 Program Funding

The union will be notified no later than ten (10) calendar days after receiving Cost of Living Increases from the Federal Government. Upon this notification, the Union shall submit its initial proposal to the District by April 1st for all reopeners and successor MOU's.

Should the District be informed that it will receive additional funds for the State Preschool Program, the District shall notify the Union within ten (10) calendar days. Upon this notification, the Union shall submit its initial proposal to the District by April 1st for all reopeners and successor MOU's.

23.3 An employee shall receive an additional five hundred dollar ($500) per year stipend for having a Child Development Associate Credential.

23.4 Longevity Increments:

23.4.1 Certificated Longevity (retroactive to July 1, 2017)

$1,000 After completion of ten (10) years of continuous service
$1,500 After completion of fifteen (15) years of continuous service
$2,000 After completion of twenty (20) years of continuous service

23.4.2 Classified Longevity

After completion of ten (10) years of continuous service:

8 hour employee = $300 per year
4-8 hour employee = $200 per year
1-4 hour employee = $100 per year

After completion of fifteen (15) years of continuous service an additional:

8 hour employee = $300 per year
4-8 hour employee = $200 per year
1-4 hour employee = $100 per year

After completion of twenty (20) years of continuous service an additional:

8 hour employee = $300 per year
4-8 hour employee = $200 per year
1-4 hour employee = $100 per year

23.5 Placement/ Advancement on Salary Schedule:

23.5.1 Upon implementation of this salary schedule on July 1, 2003, all current employees shall be placed at the step closest (rounding up) to their current (pre July 1, 2003) salary schedule which does not cause a reduction in their pay.

23.5.2 Each step represents one (1) year of service. Employees shall advance to the next step on July 1st of each year provided they have occupied their current position on December 31st of the previous year.

23. 5.3 Upon promotion, an employee shall be placed at the step closest to their current salary which does not cause a reduction in pay.

23.6 AA/AS/BA Credentials

23.6.1 AA/AS/BA employees that have submitted credentials will move up to the next range of the salary schedule and will be reflected on the next full pay period.

23.7 District Compensation Study

23.7.1 District agrees to conduct a complete compensation salary study on all classification in this MOU, no later than December 31, 2018.

Service Employees International Union
2017-2018 Salary Schedule

HeadStart or Early HeadStart Salaries	Days	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Literacy Coordinator, Master Teacher	192, 225	7	26.71	27.14	27.95	28.75	29.60	31.09
Teacher CCP+BA, Home Visitor+BA	189, 225	6	22.18	23.30	24.44	25.66	26.95	28.29
Teacher CCP+AA, Home Visitor+AA	189, 225	5	17.58	18.30	19.08	19.84	20.62	21.65
Secretary	261	4	16.59	17.56	18.42	19.34	20.30	21.33
Family Service Worker	189	3	14.67	15.24	15.84	16.59	17.56	18.42
Associate Teacher, Receptionist/Secretary	189, 225, 261	2	14.35	14.66	14.94	15.25	15.56	16.35
Custodian	261	1	13.82	14.56	15.47	16.45	17.63	18.52
State Preschool Salaries		**Range**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
Teacher CCP+AA+BA	184	5	21.79	22.88	24.01	25.21	26.47	27.79
Teacher CCP+AA	184	4	17.27	17.98	18.74	19.49	20.26	21.27
Secretary	261	3	16.30	17.25	18.09	19.00	19.94	20.95
Associate Teacher, Receptionist/Secretary	184, 261	2	14.10	14.39	14.68	14.98	15.29	16.06
Custodian	261	1	13.57	14.31	15.20	16.16	17.32	18.20

*Substitutes will be paid at step 1 of the job worked (Sub Teacher paid at AA rate only)

Board Approved

ARTICLE 24
Health, Vision & Dental Benefits

24.1 Eligibility

An employee working eight (8) hours or more per day in at least a ten (10) month position shall receive six thousand dollars ($6,360) annually towards premiums for health, vision, and/or dental benefits.[1] Employees working less than eight (8) hours per day shall not be entitled to any health benefit coverage. Any employee who is eligible to receive these benefits who provides verifiable proof that they are receiving health insurance from another source, shall receive two hundred dollars ($300) per month cash in lieu of these benefits. Employees will be responsible for all coverage premiums in excess of the district contribution.

24.2 Health & Welfare Plans

The District shall continue to offer the following plans to employees:

Health:	Pacific Care High Limit HMO (employee, employee + 1, family) Pacific Care Low Limit PPO (employee, employee + 1, family) Kaiser Permanence (employee, employee + 1, family)
Dental:	Delta Dental (employee, employee + 1, family)
Vision:	Vision Service Plan $15 Deductible (employee, employee + 1)

[1] Effective July 1, 2003, all current seven (7) hour positions will be increased to eight (8) hours. The job descriptions for these positions will be amended to include a minimum of one (1) hour team teaching. Incumbents in seven (7) hour positions shall have the option to remain working seven (7) hours or may increase to the eight (8) hour position. All incumbent seven (7) hour employees on July 1, 2003 shall be "grandfathered" and be eligible for the health, vision, and dental benefits and receive the same benefits as an eight (8) hour employee. During the life of this Agreement, the District shall not create any positions that are seven (7) or more hours but less than eight (8) hours.

ARTICLE 25
Terms of Agreement

25.1 This Agreement shall remain in full force and effect from ratification up to and including June 30, 2020; and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than April 1st of its request to modify, amend or terminate the Agreement.

25.2 For the duration of the agreement, the following Articles shall include Salary, Health/Welfare Benefits and one (1) Article selected by each party per contract year. The Union shall submit its initial proposal to the District by April 1st for all reopeners and successor MOU's.

25.3 If, during its term the parties mutually agree to modify, amend, or alter the provisions in this Agreement in any respect, any such changes shall be effective only if and when they are reduced to writing and approved by the authorized representatives of the District and the Union. Any valid changes shall become part of this Agreement and subject to its term and automatic renewal, modification, or termination. This clause does not prohibit side letters or other written memoranda that memorialize an agreement between the District and the Union.

ARTICLE 26
Savings Provision

In the event that any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall remain in full force and effect The parties shall, within thirty (30) days, begin to meet and confer over any section determined to be contrary to law as specified above. It is further understood and agreed that if the parties cannot agree upon a renegotiated section, that the normal procedures governing the meet and confer process shall apply.

ARTICLE 27
Joint Labor Management Committee

The Union and the District agree that on-going communication and problem solving about program and work place matters are important for the success of the Head Start / State Pre-School Program. The Union and District agree that at least once every four (4) months (three (3) times per year), with no substitute costs incurred by the District. Unless mutually agreed otherwise, a joint labor-management committee shall meet for one (1) hour to discuss matters of common interest. This committee shall consist of the Job Stewards and the Program Administrator or designee. Recommendations from this committee shall be forwarded to the Superintendent or designee. Mileage to District Office and back to the employee's work site will be reimbursed.

SIDE LETTERS

Side Letter of Agreement Regarding New Job Requirements:

The District agrees to "grandfather" all existing employees who may not meet the new job requirements into the new classification and the new salary schedule. These employees shall be placed at Step 1 of the new salary schedule, or, if such a move would result in a loss of pay, they instead will be moved to the step closest (rounding up) to their current salary which does not cause a reduction in pay. These employees will then be frozen in this salary cell until such time as they meet the new job requirements.

Signed off by the District and SEM at 6-5-03 Negotiations.

Contract Agreement between

Salida Union School District

and

SEIU LOCAL 521

2017-2020

For Salida Union School District

For SEIU Local 521

Sharon Martin

APPENDIX A
SALARY SCHEDULE

Proposed increase to State Preschool, Head Start and Early Head Start Salary Schedule of 1.0% effective July 1, 2017 for the 2017-2018 school year.

Proposed addition of the number of days worked for each position. Sample provided of the Salida USD's California School Employees Association 2016-2017 Salary Schedule.

Service Employees International Union
2017-2018 Salary Schedule

HeadStart or Early HeadStart Salaries	Days	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Literacy Coordinator, Master Teacher	192, 225	7	26.71	27.14	27.95	28.75	29.60	31.09
Teacher CCP+BA, Home Visitor+BA	**189, 225**	**6**	**22.18**	**23.30**	**24.44**	**25.66**	**26.95**	**28.29**
Teacher CCP+AA, Home Visitor+AA	189, 225	5	17.58	18.30	19.08	19.84	20.62	21.65
Secretary	**261**	**4**	**16.59**	**17.56**	**18.42**	**19.34**	**20.30**	**21.33**
Family Service Worker	189	3	14.67	15.24	15.84	16.59	17.56	18.42
Associate Teacher, Receptionist/Secretary	**189, 225, 261**	**2**	**14.35**	**14.66**	**14.94**	**15.25**	**15.56**	**16.35**
Custodian	261	1	13.82	14.56	15.47	16.45	17.63	18.52
State Preschool Salaries		**Range**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
Teacher CCP+AA+BA	184	5	21.79	22.89	24.02	25.21	26.47	27.79
Teacher CCP+AA	**184**	**4**	**17.27**	**17.98**	**18.75**	**19.48**	**20.26**	**21.27**
Secretary	261	3	16.30	17.25	18.09	19.00	19.95	20.95
Associate Teacher, Receptionist/Secretary	**184, 261**	**2**	**14.10**	**14.39**	**14.68**	**14.98**	**15.29**	**16.06**
Custodian	261	1	13.56	14.31	15.19	16.16	17.32	18.20

*Substitutes will be paid at step 1 of the job worked (Sub Teacher paid at AA rate only)

Board Approved 10/17/17

Internal Worksite Organizer:_____

Union Steward: _____

Phone: _____

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