

AGREEMENT BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

AND

COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT

JULY 1, 2021 THROUGH JUNE 30, 2024

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ARTICLE 1. AGREEMENT

1.1. Agreement

THIS AGREEMENT, made and entered into this 29th day of April, 2022, by and between the COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT, hereinafter referred to as “DISTRICT” and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021, hereinafter referred to as “SEIU 1021”.

1.2. Definitions

1.2.1. BOARD: The Cotati-Rohnert Park Unified School District Board of Trustees.

1.2.2. CLASSIFICATION: Classification is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, months per year, a statement of the specific duties required to be performed in each position, and the regular monthly salary ranges for each such position.

1.2.3. CONTINUOUS SERVICE: includes all continuous time worked for the District as a permanent employee.

1.2.4. COMPENSATORY TIME OFF: is leave with paid time that may be accrued as provided for in this Agreement.

1.2.5. DAY: Any day, Monday through Friday inclusive, in which the central office of the District is open for business.

1.2.6. DISTRICT: The Cotati-Rohnert Park Unified School District.

1.2.7. EMERGENCY OPERATIONS: the performance of District functions or services necessary to protect the lives, safety, health of students and staff members and to protect the property of the District.

1.2.8. EMPLOYEE: any person legally employed by the District and a member of the Bargaining Unit represented by the Union.

1.2.9. HOURS WORKED: includes all time spent while the employee is engaged in duties or activities required by the District.

1.2.10. PAID STATUS: whenever an employee is at work (excluding a duty-free period such as a lunch), absent on a paid holiday, absent on leave with pay, or

absent on authorized compensatory time off.

- 1.2.11. **PAY PERIOD:** the fixed regularly recurring period of one hundred seventy-three and thirty-three hundredths (173.33) hours which falls between the 1st and last of the month. Employees shall be paid for regular services one time per calendar month on the last working day of the month.
- 1.2.12. **PROBATIONARY PERIOD:** the trial period immediately following an original or promotional appointment to a permanent position from an eligibility list. The probation period for new hires shall be six months. The probationary period for a promotional appointment shall be six months.
- 1.2.13. **REGULAR RATE OF PAY:** As defined in the Fair Labor Standards Act it includes all remuneration for employment paid to an employee.
- 1.2.14. **SALARY RANGE:** a series of consecutive salary steps that comprise the rate of pay for a classification.
- 1.2.15. **SENIORITY:** first day of paid service within the classification and higher classes throughout the District.
- 1.2.16. **SEPARATION:** leaving a position; includes resignation, dismissal, layoff or retirement.
- 1.2.17. **SUSPENSION:** an enforced absence of an employee without pay for disciplinary purposes or pending investigation of charges made against an employee.
- 1.2.18. **UNION:** Service Employees International Union, Local 1021, AFL-CIO, CLC.

ARTICLE 2. RECOGNITION

- 2.1. The District recognizes SEIU 1021 as the exclusive representative for the employees in the Assistant Unit.
- 2.2. The Assistant Unit consists of employees as stated in the listing of positions set forth in Appendix A of this Agreement.
- 2.3. Other than as specified in 2.4 below for new positions, this Agreement applies only to employees in the above representation unit.
- 2.4. The parties agree to meet and consult regarding the job description and negotiate the appropriate salary range for all newly created job classifications or positions which would be represented by the unit.
- 2.5. The unit may be modified by (1) mutual agreement of the parties or (2) by a decision rendered by the Public Employment Relations Board on any contested positions.
- 2.6. Other employees, including management, supervisory, confidential and certificated employees shall be excluded.

ARTICLE 3. DISTRICT RIGHTS

3.1. Subject to the expressed limitations of this Agreement, it is understood and agreed that the District retains all its powers, responsibilities, and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to: direct the work of its employees; determine the methods, means, and services to be provided; establish the educational philosophy, goals, and objectives; insure the rights and educational opportunities of students; determine the curriculum; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operations; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenues.

3.2. Emergency Situations

In the event of an emergency, the District shall have the right to rescind any portion of this Agreement directly related to the nature of the emergency. "Emergency" as used in this Article is limited to those highly unusual or catastrophic situations which would prevent the normal functioning of the school district pursuant to this Agreement.

Prior to a declaration of emergency by the District, SEIU 1021 shall be given written notification of the District's intent. A meeting shall be held with SEIU 1021 to discuss the nature of the emergency and the necessary steps to be taken. At the cessation of the emergency, the contractual terms shall be automatically reinstated.

ARTICLE 4. UNION RIGHTS

4.1. Exclusive Right

4.1.1. SEIU 1021 shall have the sole and exclusive right to have employee organizational membership dues deducted for employees in the Bargaining Unit by the District.

4.2. Payroll Deductions

4.2.1. SEIU 1021 shall be provided with monthly payroll deduction of dues, COPE fees, and premium amounts for insurance programs sponsored by the Union.

4.2.2. SEIU 1021 will provide the District with a list of premium amounts for insurance programs to be deducted from represented employees. Said listings will remain in force until amended by SEIU 1021 in writing. Such deductions shall not be made without prior authorization by the Employee. A copy of said authorization shall be provided to the District.

4.2.3. The Union shall submit a certified list to the District for the deduction of dues, COPE or other Union Sponsored programs. The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization. The Union shall indemnify the employer for any claims made regarding such deductions.

4.2.4. Upon receipt from SEIU 1021 of the list of unit members who have authorized deductions, the District will provide payroll deductions as specified in 4.2.1 from the wages of all participating employees who are members of SEIU 1021 on the date of the execution of this Agreement, and from the wages of all participating employees who become members of SEIU 1021 after the date of execution of this Agreement. When monthly deductions are transmitted to the Union, the District shall provide the Union with a report which includes the following for each member: name, amount of payroll deduction, home address, home phone number, home email (on file), work email, job classification, work location, salary, FTE status, and anniversary date.

4.2.5. Employee requests to authorize dues/other deduction(s) or requests to change

status regarding such deductions shall be directed by the District to the Union.

4.3. Communication with Employees

- 4.3.1. The District agrees to provide the Union with mandatory access to the new employee orientation. Each newly hired employee is invited to participate in an in-person new employee orientation. New employee orientations may be as small as one individual and shall take place before their first workday or within the first thirty (30) calendar days from their date of hire, on District property. Part of the in-person new employee orientation will be up to thirty (30) minutes conducted by the Union, without loss of pay for the new employee or the Union designee. A newly hired employee who does not attend the sessions(s) shall be notified in advance of their right to attend a make-up session.
- 4.3.2. The District shall provide the Union designee(s) with at least ten (10) days' notice of any new employee orientation and send an electronic list of expected participant(s), except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.
- 4.3.3. The District representatives shall be absent from the room during any sessions, meetings or trainings, conducted by the Union, with newly hired employees.
- 4.3.4. The Union shall have a right to access and use the District's facilities and audiovisual equipment without fees during new employee orientations.
- 4.3.5. The District shall provide the Union designee(s) with electronic notification in an editable electronic format (such as an Excel or CSV file) of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work email addresses of any newly hired employee within thirty (30) calendar days of the date of hire or by the first pay period of the month. The aforementioned data will be submitted on all unit members on the first working day of September, January and May of each year and upon the request of the Union. The Union will be permitted to present at schedule annual trainings where unit members are required to be in

attendance at a time mutually agreeable with the Union and Supervisor.

- 4.3.6. The Union may designate up to two representatives for each work location which has a student enrollment of greater than 800; otherwise the Union may designate one representative for each work location. By August 31 of each year the Union will provide the District with a current and updated list of Union representatives. If a change in representatives is made, the District shall be advised in writing of such change. After notifying his/her immediate supervisor, a representative shall be permitted to leave his/her normal work area during reasonable times for no longer than ten (10) minutes in order to assist in the investigation of a grievance. The representative shall, during non-work time, be entitled to seek and obtain assistance from Union staff personnel.
- 4.3.7. The Union shall have the use of the District mail system to communicate with employees.
- 4.3.8. With the app afforded under this Agreement.
- 4.3.9. Bulletin board space shall be provided in the lounge or other place at each school site where unit members congregate. Material posted on the bulletin board must be clearly related to legitimate Union business.
- 4.3.10. The Union shall have the right, subject to the approval of the site principal, to make reasonable use of school equipment, buildings, and facilities at reasonable times and/or in a reasonable manner, provided such use does not interfere with nor interrupt class or other normal school operations.
- 4.3.11. The Union shall have the right to request that items be placed on the agenda of each regular Board meeting.

4.4. Release Time for Negotiations

- 4.4.1. Up to six (6) employees shall be allowed to attend negotiating sessions. If a negotiating session is held during regular work hours up to four (4) employees shall receive their normal compensation; and whenever possible, a volunteer will be used to cover the normal work assignment of each such employee, so as to provide the least disruption to the education of the students.

4.4.2. To the extent possible, the District and the Union agree to schedule negotiations during work hours. The parties may mutually agree to schedule them at times other than work hours.

4.5. Union Business

The District will provide up to ten (10) days per contract year of release time for Chapter Officers to attend to Union business away from the work site without loss of pay. Additional time may be approved by the District as needed and if requested by the Union.

4.6. Use of Volunteers

Volunteers may be used to enhance the educational program and will not displace unit members nor supplant bargaining unit work.

ARTICLE 5. EMPLOYEE RIGHTS

Employees will be treated fairly, uniformly, and with respect. Work assignments will not be made for punitive reasons.

5.1. Evaluations

5.1.1. The employee shall be evaluated by an administrator or supervisor designated by the Superintendent. If the Assistant works with a teacher, input will be sought by the evaluator from the teacher.

5.1.2. Probationary employees in the first six (6) months of employment shall be evaluated two (2) times within the first six (6) months, with at least 30 days separating each evaluation.

5.1.3. Each permanent employee shall be formally evaluated at least annually; and shall receive a written copy of his/her evaluation by June 1 of the school year. The evaluator will meet with the employee to discuss the evaluation content and ratings at a mutually agreeable time.

If the evaluator and the employee both consent, an employee with at least five complete years of service in the same classification, whose most recent two evaluations have been satisfactory, may agree that the employee will be evaluated every two years. At any time, either the employee or the evaluator may withdraw consent.

5.1.4. Both scheduled and unscheduled observations of the employee's work may be part of the evaluation process.

5.1.5. The evaluation shall be in writing and a copy sent to the employee. The evaluator should make every effort to discuss the evaluation with the employee prior to sending the copy.

5.1.6. The employee shall have the opportunity to respond in writing to the evaluation and have the response attached to the evaluation.

5.1.7. All unsatisfactory evaluations shall include narrative remarks to support the overall rating and shall include specific recommendations for improvements and suggestions for assisting the employee in implementing the recommendations. A meeting will be held with the employee to review the

evaluation.

- 5.1.8. The substance of the evaluation is not subject to the grievance procedure. However, if the employee is not satisfied with the evaluation, he/she may appeal through the same process as the grievance procedure up to and including Level III. The decision of the Superintendent shall be final and binding.

5.2. Personnel Files

- 5.2.1. The personnel file of each employee shall be maintained at the District's Human Resources Department. Employees shall be provided with a copy of any derogatory written material within five business days of placing the material in the employee's personnel file. The employee shall be given an opportunity during non-duty time to prepare a written response to such material. The response shall be attached to the material.
- 5.2.2. An employee shall have the right to examine and/or obtain copies of any material from the employee's personnel file.
- 5.2.3. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when necessary in the administration of the District affairs or the supervision of the employee. Any person who has examined a personnel file (other than routine access by employees of the Human Resources Department), shall sign and date in the space provided in the file.
- 5.2.4. Any person who drafts and/or places material in an employee's personnel file shall sign and date the material.
- 5.2.5. The employee's personnel file shall be available for examination by the employee or his/her SEIU 1021 representative if authorized in writing by the employee.

5.3. School Calendar

- 5.3.1. The Union shall have one (1) representative on the District Calendar Committee.

ARTICLE 6. HOURS OF EMPLOYMENT

All employees are non-exempt from the provisions of the Fair Labor Standards Act (FLSA), and shall be accorded all their legal rights as specified by FLSA, so long as the act applies to the District.

6.1. Hours and Days of Employment

6.1.1. Workday

Employees covered by this Agreement shall be paid for all hours worked in accordance with all other provisions of the Agreement. The arrival and departure time of each employee shall be determined at the sole and exclusive direction of the District. The length of the workday shall be designated by the District for each full-time assignment; provided, however, that a reduction in assigned time shall be treated as a subject of negotiations in accordance with applicable state law. The District shall notify the Union at the earliest possible time of any anticipated need to reduce schedules. The Union and the District agree to meet and confer in an effort to foster full understanding of the situation and to jointly explore alternatives. The specific scheduling of days and hours for part-time employees, within the limits of their assigned time, shall be subject to adjustment at the discretion of the work site administrator. After the work year has begun, whenever possible, an employee will be given at least five (5) days advanced notice of any involuntary permanent change in days or hours of work.

6.1.2. Work Year

6.1.2.1 Beginning in 2011-12, the work year shall be the number of instructional days plus one additional workday.

6.2. Overtime

6.2.1. Authorized overtime is defined as that time worked by an employee in excess of eight (8) hours in any one day or forty (40) hours in any one calendar week. Compensation shall be allowed for overtime in excess of eight (8) hours in one day or forty hours in one week at a rate equal to time and one-half of the regular rate of pay. All overtime must have prior authorization from the site administrator or Superintendent. Employees shall have the right to refuse non-emergency overtime. Either compensatory time or cash

compensation, at the employee's option, shall be given for overtime work until the employee has accumulated 240 hours of compensatory time. An employee with 240 hours of accumulated compensatory time as a result of working overtime will be paid in cash for all overtime worked until the total compensatory time accrued falls below 240 hours. Compensatory time earned as a result of overtime shall be taken at a time mutually acceptable to the employee and the District within twelve (12) months of the date on which it was earned. Each employee who is separated from service shall be entitled to payment for all accrued compensatory time at the employee's base hourly rate of pay at the time of separation.

6.3. Work Beyond Scheduled Hours

6.3.1. Each employee who is asked by his/her supervisor to attend training or other District activities outside the employee's normal work hours, shall either be paid at the employee's normal rate of pay or given hour- for-hour compensatory time off, until the time worked reaches eight (8) hours a day. Once the employee's work time exceeds eight hours, overtime provisions apply.

6.3.2. If the time worked beyond the employee's regular schedule is under eight hours, the District will determine if the employee is to receive pay or compensatory time off. Compensatory time earned under this section will be scheduled to be taken off within the same pay period (one month) at a time mutually agreeable between the employee and his/her supervisor.

6.4. Lunch and Rest Periods

Anyone scheduled more than a four (4) hour day shall have a duty-free lunch period of at least one-half (1/2) and no more than one (1) hour at approximately mid-shift for all classifications covered by this Agreement. The specific length of the lunch period and the schedule shall be determined by the site administrator. The duty-free lunch period is one where the employee is able to leave his work site and be free of all work assignments.

Employees scheduled four (4) hours or more and less than six (6) hours shall be entitled to one (1) fifteen-minute rest period; and employees scheduled six (6) hours or more shall be entitled to two (2) rest periods.

6.5. Inservice Training

Each employee shall be allowed to apply eight (8) hours of paid duty time per year toward attending in-service training sessions offered by the District, the Sonoma County Office of Education, or other District-approved training. The employee must secure prior approval from the site administrator. Travel expenses incurred in attending these training sessions shall be reimbursed to the employee by the District in accordance with the provisions of this agreement under mileage reimbursement. Any time in excess of the employee's regular workday is unpaid time.

6.6. Summer Program Assignments

- 6.6.1. Summer program assignments shall first be offered in seniority order to unit members within the specific job classification required for the assignment. Unit members actually offered an assignment, whether accepted or not, shall move to the bottom of the following year's summer program seniority list. If no one in the existing classification accepts a summer program assignment, the assignment shall be offered to other qualified unit members in all classifications in District seniority order not classification seniority order. Unit members actually offered an assignment, whether accepted or not, shall move to the bottom of the following year's District summer program seniority list. If no unit member accepts the assignment, the District shall use its regular recruitment procedures to fill the position.

ARTICLE 7. WAGES

7.1. Salary Increases/ Salary Schedule

Year 1 (2021-2022): 3.0% ongoing as of July 1, 2021 and 3.0% ongoing as of January 1, 2022 with \$2,000 stipend off schedule (prorated for FTE).

Year 2 (2022-2023): 3.0% ongoing as of July 1, 2022 and 2.0% ongoing as of January 1, 2023 with \$1,000 stipend off schedule (prorated for FTE).

Year 3 (2023-2024): Statutory COLA, to be determined by October 31, 2022. If COLA exceeds 3.61%, then the parties will reconvene to discuss a split option.

Refer to Appendix A-1 for salary schedules.

7.2. Salary Advance Effective Date

Employees hired between July 1 and December 31 will advance on the salary schedule on the next July 1; those employed between January 1 and June 30 will not advance until the second July 1 date. Otherwise, all will advance each July 1. Employees will advance on the longevity increments July 1 of the year the employee becomes eligible for the longevity increment.

7.3. Mileage Reimbursement

7.3.1. Any employee in the bargaining unit required to use his/her vehicle on assigned District business shall be paid by the District at the current IRS rate. Unless there are extenuating circumstances such as prolonged illness, mileage claims must be submitted monthly and received at the District Office not later than ten (10) calendar days after the month in which the expense was incurred.

7.3.2. All Assistants will be paid for both mileage and travel time when required to work at more than one work site, regardless of the number of hours worked per day.

7.4. Restoration

Any permanent employee who is laid off and who is rehired or reinstated in the same classification within 39 months after his/her layoff shall be paid at the succeeding salary step, if applicable, at the time of the layoff.

7.5. Transfer

When an employee transfers from one position to another, the employee shall continue at the same step of the salary range. The employee's anniversary date for advancement on the range will remain the same as it was prior to the transfer.

7.6. Training and Education Bonus

Employees are eligible for a training and education bonus which may be earned by the following methods:

7.6.1.a. Employees shall be compensated for successful completion of District approved training and education programs which are directly related to the employee's current position. The training and education compensation shall be paid at the rate of \$30.00 per unit as a one-time only bonus in June of the year it is earned. No more than six (6) units per fiscal year shall be approved for compensation. All requests shall be submitted on the form entitled "Educational Training Application for Classified Employees" and shall be granted or denied in writing by the Human Resources Department within ten (10) days. Any denial may be appealed in writing to the Superintendent within five (5) days of the receipt of the written denial.

or

The unit member may choose the following education incentive effective July 1, 1997 and thereafter:

7.6.1.b. Effective July 1, 1997, the District will provide an ongoing five percent (5%) salary schedule increase for the successful completion of every fifteen (15) college or university semester units up to thirty (30) taken by unit members in the District approved training and education programs which are directly related to the unit member's current position. Non-college or university training that is completed by the unit member at his or her expense beyond his/her normal workday shall qualify for credit at the rate of fifteen (15) hours equal to one unit. Requests must be pre-approved by the Human Resources Department and should be submitted at least ten (10) days prior to the registration deadline. All requests shall be granted or denied in writing within ten (10) days. Any denial may be appealed in writing to the Superintendent within five (5) days of receipt of the written denial. No more than fifteen (15)

units may be compensated for in any one fiscal year. Units earned prior to July 1, 1997 are not eligible for compensation.

7.7. Salary Upon Promotion

When an employee is permanently assigned to a position of higher salary than a previous class, the salary shall be adjusted to the minimum of Step 1 of the new wage provided, however, if the salary minimum of the new range is lower than existing salary, the employee shall be moved to the next higher step in the range in order to provide at least a 5% salary improvement.

7.8. Providing Training to District Employees

Employees shall be compensated for providing District approved training to District employees. The compensation for training shall be equal to one (1) unit of training and education for every six (6) hours of workshop presentation. Requests to provide training shall be submitted to the Human Resources Department for pre-approval.

7.9. Bilingual Premium

Upon unit member's request, for those who are bilingual, as demonstrated by an assessment of reading, writing, and speaking skills, and agree to use their bilingual skills within the scope of their employment during their regular workday, the District shall provide a stipend set forth on the salary schedule.

7.10. SDC Assistant Overages

Effective with the 2008-2009 school year, SDC assistants will be compensated when their assigned teachers are compensated for class size overages. At the end of each school year, SDC assistants will receive a one-time payment equivalent to fifty percent (50%) of the total amount of overages paid to their assigned SDC teacher.

7.11 When a unit member is required to perform duties pertaining to a SEIU classification that is assigned a higher pay rate for more than five working days in a 15-calendar day period of time, the unit member will receive the higher hourly pay rate associated with that higher paid classification for each day such work is performed for the entire pay period. This provision shall not in any way waive or reduce any compensation available to bargaining unit members pursuant to Section 45110 of the Education Code.

7.12 Premium Pay for Out of Bargaining Unit Work

7.12.1. Certificated Substitute Pay for Out of Bargaining Unit Work

- 7.12.1.1 Each employee, who meets the qualifications for a valid California substitute credential in the program to which the employee is assigned and who obtains such credential, will be eligible to serve as a day-to-day substitute teacher in such program. When an employee works as a day-to-day substitute teacher, the employee will receive their regular pay on the regular payroll.
- 7.12.1.2 In addition, the difference between the employee's regular pay and the substitute rate of pay will be paid to the employee on the supplemental payroll for all hours worked as a day-to-day substitute teacher.
- 7.12.1.3 The Human Resources Department shall be a resource for employees seeking substitute certification.
- 7.12.2. Non-Certificated Substitute Pay for Out of Bargaining Unit Work
 - 7.12.2.1 Each employee who is assigned to work with a certificated substitute, or in the absence of a certificated substitute, and who does not qualify for the Certificated Substitute Pay will be eligible for Non-Certificated Substitute Pay under the following circumstances:
 - 7.12.2.1.1 The substitute is not a CRPUSD certificated employee.
 - 7.12.2.1.2 The SEIU bargaining unit member will be paid at the rate of \$15 for a half day (up to 3 hours) and \$25 for a full day (hours above 3).
 - 7.12.2.1.3 Credentialed Teacher absences may be due to illness, personal necessity or school business leave (IEP, other meeting, etc.). Brief moments away from the classroom during instructional time shall not constitute an absence.
 - 7.12.2.1.4 In the event the same credentialed substitute is assigned to the cover for the same credentialed employee's absence in the same classroom for more than 10 consecutive or non-consecutive days, the Non-Credentialed Substitute Pay shall cease.

7.12.2.1.5 An employee who qualifies for Non-Certificated Substitute Pay under section 7.12.1.1 will be paid on the supplemental payroll.

7.12.2.1.6 The Non-Certificated Substitute Pay will be paid on a monthly basis, rather than a quarterly basis. The supplemental time card will be turned in by the last day of the month and signed by the administrator.

ARTICLE 8. HEALTH AND WELFARE BENEFITS

8.1. The District shall contribute, per eligible member to California’s Valued Trust (“CVT”), up to eighty-five (85%) of the composite premium charged for Kaiser Plan 4 for medical coverage but no more than eighty-five (85%) of unit member’s elected plan cost. The District shall contribute, per eligible unit member to CVT, ninety percent (90%) of the amount established by CVT to provide dental, vision and life insurance for the plans agreed upon by the District and SEIU. The level of coverage for each of the benefit plans is listed in Appendix B.

8.2. Health Benefit Eligibility

Eligible members are defined as those unit members who are employed on the first day of any month, excluding members on unpaid leave who are not reimbursing the District for their benefits. For benefit eligibility full time is considered a seven (7) hour FTE. Full time employees must participate in District’s Health benefit plan. This change does not alter the District contribution rates in Article 8.3.

8.3. District Contribution Rate

For those employees who work less than full-time, the District shall contribute a pro-rata share of the above amounts, based on the following ratio:

Hours Per Day	Percent Paid
4 hours	75.0%
4.5 hours	81.25%
5 hours	87.50%
5.5 hours	93.75%
6 or more hours	100%

8.3.1. Health and Welfare Benefits – Employee Paid the District agrees to allow employees working less than four (4) hours per day to participate in the Employees Benefit Plans provided that the employee pays 100% of necessary premiums. Employees would be required to have payroll deduction for the entire amount of premium except when their check is insufficient to cover the total premium. In this case those employees would be billed by the California’s Valued Trust (CVT), such payments would be required in advance of the month covered. This benefit will become available at the next

regularly scheduled open enrollment period, and is subject to carrier approval.

8.4. Benefits Notice Within five workdays of the first day of work for an employee newly hired to the District, the District shall provide the employee with a written description of the various fringe benefit programs to which the employee is entitled.

8.5. Retirement Benefits

8.5.1. District-Paid Benefits

Retirees eligible for coverage will be provided the opportunity to participate in open enrollment. For members of the unit who retire at the age of at least 50 and not older than 65, after 15 years of continuous service with the District, the District will pay an amount up to the Kaiser Plan 4 Early Retiree single rate, or if Kaiser Plan 4 is terminated, a commensurate plan of coverage, toward any medical plan available to active unit members for a period not to exceed ten (10) years or until the retiree reaches the age of sixty-five, whichever comes first. The retiree will pay the Pro Rata cost quarterly for this benefit as described in the Pro Rata formula in section 8.3. Such employees may provide coverage for eligible dependents at the employee's expense with carrier approval.

8.5.1.1. Retirees eligible for District-paid medical coverage who move out of the areas covered by the providers listed in Appendix B may, if they choose, purchase medical coverage and submit proof of payment on a monthly basis to the Business Department for reimbursement. The District shall reimburse the retiree for the amount it would have contributed for medical coverage had the retiree been able to access coverage through the District's provider.

8.5.1.2. For unit members who retire and have rendered ten (10) years continuous service with the District and are at least fifty-five (55), the District will pay the same **percentage** toward medical benefits for retiree only as paid for active unit members for a period not to exceed five (5) years or to age sixty-five (65), whichever comes first. The retiree will also pay the Pro Rata cost for this

benefit as described in the Pro Rata formula in section 8.3. Such employees may provide coverage for eligible dependents at the employee's expense with carrier approval.

8.5.2. COBRA

Any other retiree fringe benefits shall be in conformance with requirements of COBRA effective July 1, 1987. (Appendix C)

8.5.3. Disabled Employees

An employee who leaves employment with the District due to a disability, but not on a disability or other retirement, may participate in the District health, dental, and/or vision plans, subject to carrier approval, provided that he/she pays the full cost of such coverage and has a minimum of five continuous years of service.

8.5.4. The District and the Union agree and to the employee.

8.5.5. Early Retirement Incentive

8.5.5.1. The District may provide an early retirement incentive for unit members who meet the following eligibility requirement.

8.5.5.1.1. The unit member must have fifteen (15) years of service in the District.

8.5.5.1.2. The unit member must be at least 55 and not more than 62 years of age on the effective date of his/her retirement.

8.5.5.1.3. The unit member must qualify for retirement with PERS, if applicable.

8.5.5.1.4. The unit member must be in paid status during the last five (5) years of service.

8.5.5.1.5. Based on extenuating circumstances, the Board may waive the provisions of 8.5.5.1.4.

8.5.5.2. The early retirement incentive program is available to eligible unit members at the discretion of the Board of Trustees. The District will notify unit members eligible for early retirement on or before March of the availability of this program for that school

year.

8.5.5.3. The unit member must submit a letter of retirement to the District Office no later than May 1. The effective date of retirement shall be between June 30 and August 15.

8.5.5.4. If the Board approves the early retirement incentive for the unit member, the unit member's letter of retirement shall be irrevocable.

8.5.5.5. The District shall calculate the amount which would have been due to PERS under the Golden Handshake Program. If the incentive is less than \$5,000, the employee shall receive one payment in the fiscal year following the effective date of retirement. If the incentive is \$5,000 or more, the employee shall receive two equal payments, to be paid in each of the first two fiscal years following the effective date of retirement.

8.5.5.6. At the option of the unit member, he/she shall be able to use all of part of the cash payment to purchase dependent health insurance through the District's health insurance program.

8.6. Benefit Coverage

8.6.1. Waiving of Benefits

Unit employees will not be required to waive Health Benefits as a condition to being scheduled additional hours within regular District classified positions. (This does not include noon duty supervision time as provided by the Education Code.) An employee's qualification for Health Benefits will be based upon his/her regularly scheduled total hours of work within the District, with the exception of noon duty supervision. For purposes of this section regularly scheduled hours may include working in more than one position and/or more than one classification.

8.6.2. Ten-Month Pay Employees (Benefits)

Employees who have worked the entire school year are entitled to health benefit coverage for the two months prior to the month in which the following school year commences, even if the employee resigns or is laid

off during summer break as long as the employee pays their share of the annual premium.

8.7. IRS 125 Plan

The District shall establish an IRS 125 Plan to allow unit members to shelter certain health care expenses (co-payments, deductible, etc.) as pre-tax payroll deductions.

8.8. State Disability Insurance

SEIU 1021 has chosen to participate in the California State Disability Insurance program at the employee's expense by payroll deduction. The District will pay administrative costs.

Participation will be effective the first day of the quarter following ratification and acceptance by the California Employment Development Department.

ARTICLE 9. HOLIDAYS

9.1. Classified employees shall be allowed the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln's Birthday	Pursuant to District Calendar (Normally a Monday or a Friday)
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Juneteenth	June 19
Labor Day	First Monday in September
In lieu of Admission Day	As Assigned
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas	December 25
Other	Any day declared as a holiday by the U.S. President or the California Governor

9.2. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed; when a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

ARTICLE 10. VACATION

10.1. Vacation Pay

Each employee shall be reimbursed for earned vacation leave at the end of each school year.

10.2. Vacation Schedules

At the employee's option and when agreeable with his/her supervisor, an employee may receive time off in lieu of vacation pay.

10.3. Vacation Accrual

Vacation shall be provided in the following schedule:

1 to 5 years	2 weeks
6 to 15 years	3 weeks
16 or more years	4 weeks

10.4. Vacation Payoff

Each employee who is separated from employment after completing six (6) months of continuous service with this office shall be entitled to payment in lieu of all unused vacation which he/she may have accumulated as of his/her last day of work. In the event of a deceased employee, payment therefore shall be made to his/her estate or as otherwise provided by probate law.

ARTICLE 11. BEREAVEMENT LEAVE

- 11.1. A regular employee shall be granted bereavement leave with full pay for three days within 300 miles of one-way travel and five days for travel of 300 miles or more in the event of the death of any member of his/her immediate family. Members of the immediate family means mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any person living in the immediate household of the employee.

ARTICLE 12. JURY DUTY OR COURT-ORDERED SUBPOENA

- 12.1. A leave with pay shall be granted to employees called for jury duty or subpoena in the manner provided for by law. Evening employees shall have leave with pay provided the employee is required to remain on jury duty or court-ordered appearance after 12:00 noon. An employee who receives a jury summons or subpoena shall submit a copy of the summons or subpoena. At the conclusion of jury duty or court-ordered appearance, the employee shall submit a statement from the Jury Commissioner's Office, or from the court in case of a subpoena, specifying the dates and times served by the employee. This shall be attached to the Absence Record. The employee shall receive his/her full pay during the leave period.

ARTICLE 13. MILITARY LEAVE

- 13.1. Military leave of absences shall be granted and compensated in accordance with Military and Veterans Code sections 389 and 395. In addition, paid leave shall be granted to employees, who are members of any reserve corps of the armed forces of the United States or the National Guard, and are called into service to respond to a local emergency declared by the President, the Governor, or the Sonoma County Board of Supervisors.

ARTICLE 14. SICK LEAVE

14.1. Sick Leave Accrual

14.1.1. Every classified employee employed five (5) days a week by the District shall be entitled to one (1) day per duty month leave of absence due to illness or injury with full pay. The unused portion of sick leave is accumulative from year to year without limitation.

14.1.2. Classified employees employed five (5) days a week for less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness with pay as the number of months employed bears to twelve (12).

14.1.3. Classified employees employed less than five (5) days a week and for less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury with pay as the number of days employed per week bears to five (5).

14.1.4. Service Credit upon Retirement

As long as service credit is allowed and provided for by law, employees who separate from the District through retirement, shall be entitled to have all unused accrued sick leave credited to the employee's hours of service credit for purposes of retirement under PERS.

14.2. Long Term Illness/Accident

When an employee has expended his/her accrued sick leave and is absent due to an illness or injury which in the case of an ongoing condition has a duration of more than five consecutive workdays, the employee shall be eligible for differential leave. The differential period shall be for a maximum of one hundred (100) duty days and begins on the first day of the long-term illness or accident leave.

Under differential leave the amount deducted from the salary due the regular employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during the absence. In the event that the absent employee is on the first step of a salary range, the employee shall receive at least a five (5) percent differential. An employee eligible for differential leave must use accrued vacation or compensatory time between the expiration of sick leave and the beginning of differential

leave.

The District shall continue to make its normal contributions toward the costs of health, dental, vision, and long term disability coverage for an employee who is on extended sick leave for the duration of the leave or five months, whichever is less.

14.3. Exhaustion of all Paid Leave/39 Month Reemployment List:

When an employee has exhausted all authorized paid or unpaid leave and is medically unable to resume his/her duties, the employee shall be placed on a thirty-nine (39) month reinstatement list. If, during the thirty-nine (39) months, the employee is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment over all other applicants except those laid off for lack of work or lack of funds.

14.4. Reporting Absences

Except in cases of emergency, all employees shall give notice of their impending absence through the District reporting system to their principal or supervisor during the working day preceding the absence.

14.5. Return to Work

An employee is expected to return to work the workday immediately following an absence unless s/he reports continuing absence. If the employee fails to return to work and fails to report the absence, s/he will be absent without paid leave and will be placed on unpaid leave for any such day.

14.6. Partial Sick Day

A sick day, once commenced, may not be reinstated as a working day unless approved by the immediate supervisor. Medical appointments for a portion of the workday may be taken as sick leave provided, however, that such leave shall be for a minimum of one (1) hour.

14.7. Physician Certification

The District may require certification from a physician or other proof of illness for days of absence due to illness or accident. Normally, this shall be done when the absence exceeds five (5) days; however, the District may require such proof if the employee is absent for three (3) days or more and there are concerns of excessive/inappropriate use or abuse of sick leave.

14.7.1. The following guidelines are to be used in determining whether or not an employee may be using sick leave inappropriately.

Inappropriate use is likely when one on for a high rate of sick leave usage.

Possible signs of abuse:

1. A pattern of sick leave usage primarily on Mondays and/or Fridays; holidays, or in-service days;
2. Using more than the total amount of sick leave accrued;
3. Using the entire amount of sick leave accrued each year over a period of two years;
4. Using sick leave when a request for time off has been denied. Each circumstance will be evaluated on a case by case basis, with the employee having an opportunity to explain the reason for a high use of sick leave when the reason is not already known by the District. Employees are not required to disclose medical information or a specific diagnosis, but may choose to do so on a voluntary basis.

14.8. Absence After 5 Days

After an employee has been absent for five (5) or more consecutive days, the District may require certification from a physician as to an employee's fitness to return to work.

14.9. Stay Well Incentive Program

The District will buy back one (1) day of sick leave from unit members who use less than 3.5 days of sick leave per calendar year (includes all absences except industrial accident/illness leave and the one-day donation to the catastrophic leave bank). One day of sick leave equals the number of hours the employee works per day. The calculation will be based on July 1 through June 30. An employee must have been employed for the entire school year to participate. Payment for sick leave incentive under this program will be made no later than the September supplemental payroll (generally October 10) for those employees who submit the required documents in a timely fashion.

ARTICLE 15. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 15.1. Employees shall be allowed up to sixty (60) working days paid leave in any year for the same accident.
- 15.2. Allowable leave shall not be cumulative from year to year.
- 15.3. Industrial accident or illness leave will commence on the first day of absence.
- 15.4. Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this state, exceed the normal wage for the day.
- 15.5. Industrial accident leave will be reduced by one day for each day of authorized Absence regardless of a compensation award made under worker's compensation.
- 15.6. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 15.7. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving worker's compensation, the person 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, provide for a full day's wage or salary.
- 15.8. During all paid leave of absence, under this section, whether industrial accident or leave, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contribution. Reduction of entitlement to leave shall be made only in accordance with this section.
- 15.9. When all available leaves of absence paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a re-employment list for a

period of thirty-nine (39) months without pay. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

- 15.10. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 15.11. The governing board may, by rule or regulation, provide for as much additional leave of absence, paid or unpaid, as it deems appropriate and during this leave the employee may return to the person's position without suffering any loss of status or benefits. The employee shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave.
- 15.12. Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

ARTICLE 16. PERSONAL LEAVE

- 16.1. Days accumulated for sick leave purposes may be used by an employee, at his/her election, in cases of personal leave. No such accumulated leave in excess of seven (7) days shall be used in any one fiscal year for personal leave purposes. The employee may maintain confidentiality by declining to state the nature of the Personal Leave request. The employee shall notify the immediate supervisor in advance of plans to use personal leave days, except in cases of personal emergency.

ARTICLE 17. MATERNITY LEAVE

- 17.1. In cases of expected maternity, employees shall be granted a leave of absence upon written application to the Superintendent or designee through the immediate supervisor. The beginning and ending dates of the leave shall be determined by the Deputy Superintendent, Human Resources, or designee on the basis of the employee's physical condition as certified by her physician, on the best interests of the welfare of the employee and the District.
- 17.2. Any period of actual physical disability connected with a disability caused or contributed to by a pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be treated as any other physical disability, and any accrued sick leave or other salary continuance benefit shall be available to the employee. Physical disability, for purposes of this policy, shall be defined as a period during which the employee is unable to perform job-related duties. The period of actual disability shall be supported by written statement from the employee's physician, provided however, that the District may, at its option, obtain other medical opinion.
- 17.3. Complications arising from pregnancy shall be treated in the same manner as other absences for illness.
- 17.4. Leave beyond the period of actual physical disability may be taken by the unit member through Family Care and Medical Leave provisions (Article 20).
- 17.5. At the request of the employee, maternity leave may be granted for the fiscal year following childbirth. No compensation, sick leave or employee benefits will be granted.
- 17.6. The date which the employee may return to her position after pregnancy shall be determined by mutual consent of the employee, her physician, her immediate supervisor, and the Deputy Superintendent, Human Resources.
- 17.7. This policy shall not be construed so as to deprive any employee of sick leave rights under other sections of the Education Code for absence due to illness resulting from pregnancy.

ARTICLE 18. LEAVES OF ABSENCE

- 18.1. All employees on paid absence shall receive vacation, holidays and sick leave credit, accrue seniority, and be eligible for health and welfare benefits.
- 18.2. Employees on unpaid leave or employees with 39-month re-employment rights shall, upon their return, retain seniority rights and step position on the salary schedule which they held at the beginning of the leave.
- 18.3. Employees on approved, but unpaid, leave who were covered under the health and welfare program at the start of their leave time shall continue to be eligible for all coverage as long as they pay their own premiums to the District and for the term of the leave.

18.4. Re-enrollment in Medical Plans

An employee who is on leave without pay, who has elected not to continue medical benefits while on the leave, shall be allowed to re-enroll in the medical program in which the employee participated prior to the leave without pay subject to carrier approval.

An employee who elects not to pay dental plan premiums while on leave is eligible to be reinstated at 70% upon return to work and submittal of enrollment forms, except as provided below:

Employees are allowed to take up to twelve (12) weeks Family Care Leave in accordance with Government Code Section 12945.2 and 19703.3 and this agreement and who elect not to pay dental premiums during such leave shall be permitted to return to dental benefits at the conclusion of the leave without penalty upon submittal of an enrollment form.

ARTICLE 19. CATASTROPHIC LEAVE

- 19.1. The District shall provide unit members who have worked for the District at least twelve (12) months with Catastrophic Leave. Such leave will be provided consistent with Board Policy provisions. The parties agree that the current board policy concerning Catastrophic Leave will not be changed during the term of this agreement unless by mutual written agreement.

ARTICLE 20. FAMILY CARE AND MEDICAL LEAVE

- 20.1. The District shall provide unit members with unpaid Family Care and Medical Leave pursuant to Federal and State statutes consistent with Board policy provisions except that Paragraph A (2) relating to minimum hours of service shall not apply. As such, to be eligible a unit member only needs to have worked for the District for at least twelve (12) months.
- 20.2. Family care leave may be used for a) birth of the unit member's child; b) the placement of a child with the unit member in connection with the unit member's adoption of the child; c) the serious illness of the unit member's child, parent or spouse; or d) the unit member's own serious illness.
- 20.3. Family care leave shall not exceed twelve (12) weeks in a twelve (12) month period.
- 20.4. The District will continue to pay for health and welfare benefits to the same extent as if the unit member was in paid status.

ARTICLE 21. PARENTAL LEAVE

- 21.1. When a child is born to a unit member's spouse or domestic partner, the unit member may be allowed time off with no loss of pay for two (2) days' absence. Where the employee has accumulated paid sick leave, he shall be allowed to utilize two (2) days of paid sick leave in addition, for a total of four (4) days paid leave.

ARTICLE 22. UNPAID LEAVE –GENERAL

- 22.1. Leaves up to one (1) year may be granted permanent employees. There shall be a full salary deduction for such leave.

ARTICLE 23. GRIEVANCE PROCEDURE

23.1. Definitions

23.1.1. A “grievance” is defined as an allegation that the grievant has been directly and adversely affected by a violation of a specific provision of this Agreement.

23.1.2. A “grievant” is a member of the Bargaining Unit or the Union acting on behalf of the union member(s).

23.1.3. A “day” is any day in which the District Office of the school district is open for business.

23.2. Level 1 - Informal

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor within fifteen (15) days after the occurrence or within fifteen (15) days of the date the grievant became aware of the act or omission giving rise to the grievance.

23.3. Level 2 - Formal

If the grievant is not satisfied with the decision at the Level 1 conference, then within ten (10) days after the informal conference, the grievant may present the grievance in writing on the prescribed form (see Appendix D) to the immediate supervisor.

This statement shall be a clear, concise statement of the specific sections of the collective bargaining agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The immediate supervisor shall communicate his/her decision in writing within ten (10) days after receiving the written grievance. Failure by a grievant to appeal the decision within the specified time limit shall be deemed an acceptance of the decision. Failure by the immediate supervisor to communicate his/her decision within ten days shall entitle the grievant to move the grievance to the next level.

23.4. Level 3

In the event the grievant is not satisfied with the decision at Level 2, the grievant may appeal the decision on the prescribed form (Appendix D) to the Superintendent or designee, within ten (10) days after receiving a decision from Level 2.

This statement shall include a copy of the original grievance and appeal, the decision rendered,

and a clear, concise statement of the reasons for the appeal. The Superintendent or designee shall communicate his/her decision in writing to the grievant within ten (10) days after receiving the appeal. Failure by a grievant to appeal the decision within the specified time limit shall be deemed an acceptance of the decision. Failure by the Superintendent or designee to communicate his/her decision within the specified time limit shall entitle the grievant to move the grievance to the next level.

23.5. Level 4

In the event the grievance is not resolved at Level 3, either party may request the services of a mediator from the State Mediation and Conciliation Services for assistance in resolving the grievance. Notice must be given by one party to the other within ten (10) days of the Level 3 response, or if no response was rendered, within 10 days of when the response was due.

23.6. Level 5

In the event the matter is not resolved at Level 4, or Level 3 if Level 4 is not used, the grievant may within ten (10) days after the final mediation session, or decision at Level 3, request in writing that SEIU 1021 submit the grievance to an arbitrator. If not submitted by SEIU 1021, the decision at Level 3 shall become final. SEIU 1021 shall identify each aspect of the Superintendent's decision with which the grievant disagrees.

The parties shall select a mutually acceptable arbitrator. Should the parties be unable to agree on an arbitrator within ten (10) days of the SEIU 1021 submission of the grievance to arbitration, submission of the grievance shall be made to the California State Mediation Service with a request that a list of arbitrators be submitted. The parties will strike names from the list until only one name is remaining. The remaining name will be the arbitrator to hear the appeal. The decision of which party will strike the first name will be decided by the toss of a coin.

If a claim is raised as to the arbitrability of a grievance as a result of an alleged violation of the terms of this Article, such claim shall be ruled on first by the arbitrator.

The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other, and upon arguments presented in briefs, if applicable.

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation

of the express term of this Agreement in the respect alleged in the grievance.

The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends.

The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or by which is violative of the terms of the Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be submitted to the Superintendent and SEIU 1021 and will be final and binding upon the parties of this Agreement.

All costs for the services of the arbitrator, including but limited to, per diem expenses, his/her travel and subsistence expenses, the cost of a court reporter, and the cost of any hearing room, if any, will be borne equally by the Board and SEIU 1021. All other costs will be borne by the party incurring them.

23.7. Miscellaneous

23.7.1. During the pendency of any grievance, the grievant shall conform to the decision of the site administrator.

23.7.2. There shall be no retaliation against a grievant for filing a grievance.

23.7.3. Time limits for appeal provided at each level shall begin the day following receipt of written decisions by the parties in interest. The time limits may be extended by mutual agreement of both parties. Such extensions shall be confirmed in writing.

23.7.4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file at the District Office.

23.7.5. Form: The form listed in Appendix D is the form to be used to file a grievance at the formal level.

23.7.6. Witnesses: Witnesses shall be allowed to participate in the grievance process without loss of pay.

ARTICLE 24. TRANSFERS

- 24.1. A “transfer” is a move from one school site to another school site.
- 24.2. Personnel are employed for the District rather than for a particular location or school, and shall be subject to and eligible for transfer within the District.
- 24.3. Voluntary Transfer Procedures
- 24.3.1. When a new position is created or an existing position becomes vacant, the position will first be opened to current permanent unit members to apply for transfer to that position. A unit member may apply for a transfer by submitting a written request to the Human Resources department.
- 24.3.2. The position shall be posted for not less than five (5) days at work locations. A copy shall be furnished to SEIU.
- 24.3.3. All permanent unit members who submit a written request by the application deadline will be granted an interview.
- 24.3.4. The District will make the final determination to approve the transfer request or to recruit outside the District for the position.
- 24.4. Involuntary Transfers
- After the school year begins, each unit member who is involuntarily transferred shall receive advanced written notice. SEIU will be notified in writing at the same time the unit member is notified. Upon written request by the unit member, the Superintendent or designee shall provide a statement of reasons for the transfer
- 24.5. A unit member who is transferred shall retain credit for all previous service in his/her job class. The transfer shall not change the unit member’s salary rate, anniversary seniority date, accumulated sick leave, accumulated vacation leave, or other rights provided for in this Agreement.

ARTICLE 25. LAYOFF PROCEDURE

25.1. Reasons for Layoff

Permanent employees shall be subject to layoff whenever necessary due to lack of work or lack of funds. The Union and the District agree that an involuntary hours reduction is a form of layoff.

25.2. Notice of Layoff

The District shall notify SEIU in writing of any planned layoffs at least sixty (60) calendar days in advance of the effective date. The District agrees to give SEIU more advanced notice whenever possible. Employees who will be laid off shall receive no less than sixty (60) calendar days' written notice of a lay off and displacement, if any.

25.3. Classification

Classification is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, months per year, a statement of the specific duties required to be performed in each position, and the regular monthly salary ranges for each such position.

25.4. Order of Layoff

Class shall mean classification throughout this Agreement. Any layoff shall be effective within a class. The order of layoff shall be based on date of hire.

25.5. Bumping Rights

An employee who is laid off from his or her present class may bump into any class in which the employee has served and has greater seniority, considering his/her seniority in the class and any equal or higher classes. The employee may continue to bump into lower classes in which he/she has had previous service to avoid layoff.

Should the laid off employee have a right to bump into more than one class, the employee shall bump into the class with the highest salary. Only an employee who is actually affected by layoff may bump or displace another employee.

When an employee exercises displacement rights, the employee shall be entitled to the same number of hours per day as the employee had at the time the employee left the previously held position, with the following exception:

By mutual agreement of the Union and the District and to serve the best interests of the students, if the employee was working a fraction of an hour of .5 or greater, the fraction may be rounded up to the nearest whole hour to fill a whole position.

This section does not preclude two or more employees sharing positions with District approval. An employee may also occupy more than one position so long as the hours of each position do not conflict.

25.6. Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

25.7. Equal Seniority

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made by lot.

25.8. Reemployment Rights

Layoff persons are eligible for reemployment for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. When a position is abolished, the District shall not use volunteers to perform the duties performed by the employees in the abolished position for thirty-nine (39) months.

25.9. Notification of Reemployment Opening

25.9.1. Any employee who has had hours reduced, and is subsequently eligible for reemployment, shall be notified in writing and/or by email of any opportunities to increase hours and shall have up to two (2) working days to respond.

25.9.2. Any employee who is laid off and is actually separated from service, and is subsequently eligible for reemployment, shall be notified in writing by the District. Such notice shall be sent by certified mail to the last address given the District by the employee.

25.9.3. The District shall notify each laid off employee actually separated from service by first class mail of any opening in a represented position and promotional opportunities which occur during the thirty-nine (39) month restoration period.

25.10. Employee Notification to District

An employee shall notify the District of his or her intent to accept or refuse reemployment within five (5) working days following receipt of the reemployment notice. If the certified letter is returned as undeliverable, the employee is deemed to have declined the offer of employment. If there is no response from the employee within thirty (30) days of the date of delivery, the employee will be deemed to have declined the offer of employment. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice, unless mutually agreed to the contrary. If the certified letter is received and signed for by someone other than the employee or person named on the employee's emergency card, the employee will have thirty (30) days to respond to the offer of reemployment.

25.11. Voluntary Demotion or Voluntary Reduction in Hours

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class as vacancies become available, in accordance with the Education Code, except that they shall be ranked in accordance with their seniority on any valid reemployment list. Voluntary means a bona fide choice by the employee.

25.12. Retirement in Lieu of Layoff

25.12.1. Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, or voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of the proposed layoff complete and submit a form provided by the District for that purpose.

25.12.2. The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status. 25.12.3. Please also see early retirement language.

25.13. Seniority Roster

The District shall maintain an updated seniority roster indicating employee's hire date of service. Such roster shall be available to SEIU at any time upon reasonable request.

25.14. Restoration from Layoff

25.14.1. Any employee who has had hours reduced and is subsequently eligible for reemployment shall be notified by telephone of any opportunity to increase hours and shall have up to two (2) working days to respond.

25.14.2. Upon return to work, the employee shall be restored to all the benefits and job responsibilities and the break in service shall be disregarded for seniority purposes only. During the layoff period the individual will not earn vacation, sick leave, holidays, or other leave benefits.

25.15. Improper Layoff

Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

25.16. Transition to Other Positions

Any employee actually separated from service with the District, upon request, may meet with the Deputy Superintendent, Human Resources or designee to discuss other employment opportunities in the District. The District will make an effort to place laid off employees in another vacant position within the District for which the employee applies and is qualified.

25.17. Effects of Layoff

Upon request, SEIU shall have the right to negotiate the effects of the proposed layoff.

25.18. Additional Hours

If no employee's hours have been reduced within the past thirty-nine (39) months, any additional hours shall be offered to an employee in the classification at that school site.

ARTICLE 26. DISCIPLINE

26.1. Probationary Period

Employees shall serve a period of probation which shall be six (6) months in duration. During the probationary period, an employee may be released without cause. Short term or substitute employment does not count toward the fulfillment of the probationary period.

26.2. Permanent Employee

A permanent employee is one who has completed an initial probationary period of six (6) months beyond the initial date of employment with the District as a regular employee in an allocated position. A Permanent employee is referred to in this procedure as an “employee.”

26.3. Types of Disciplinary Action

26.3.1. Salary Reduction: An employee may be moved back to the next lower salary step in accordance with this procedure for a period of time not to exceed six months. The employee will be evaluated at the end of the six-month period.

26.3.2. Suspension: An employee may be suspended without pay for cause and in accordance with this procedure for a period of up to fifteen (15) workdays.

26.3.3. Dismissal: An employee may be dismissed for cause and in accordance with this procedure.

26.4. Progressive Discipline

This article provides procedures for a progressive discipline program. Normally, unless it is proven that there is just cause for termination or the infraction is so severe that lesser forms of discipline are inappropriate, an employee will be given a verbal or written warning prior to being suspended or terminated.

26.5. Letter of Reprimand

A reprimand or warning notice related to action or lack of action may be placed in an employee’s personnel file. The employee shall be provided a copy and a notice of his/her opportunity to respond. The employee must be given at least ten (10) working days to respond before the document is placed in the employee’s personnel file. The employee’s written comments/response, if any, must be attached to the reprimand or warning notice.

26.6. Permanent Employee Discipline

26.6.1. Just Cause

Discipline shall be imposed on a permanent employee only for just cause and pursuant to this article and pertinent law(s). No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

26.6.2. Counseling and Confidentiality

Whenever possible, disciplinary action will be taken only after the employee has been counseled by his/her supervisor regarding unsatisfactory actions or lack of action. All disciplinary meetings, including counseling and verbal or written warnings, will be held between the immediate administrative supervisor and the affected employee. The District will use its best efforts to keep any written material or verbal comments concerning an employee's work performance confidential. No form of counseling or warning is appealable to the Board unless it is part of a more severe disciplinary action such as suspension or termination.

26.7. Meetings

26.7.1. Whenever possible, the supervisor/manager will give an employee advanced notice when he/she needs to meet with an employee about a matter which could possibly lead to discipline of the employee.

26.7.2. If an employee is requested to answer questions which he/she believes may lead to his/her discipline, the employee will be allowed a reasonable amount of time to arrange to bring a union representative to the meeting; and the meeting will be postponed, if necessary, until a union representative is available.

26.7.3. If an individual makes a complaint regarding a unit member, the complainant shall be required to follow the District's complaint procedure.

26.8. Grounds for Discipline

A permanent employee may be subject to disciplinary action for any of the following causes:

- 26.8.1. Abandonment of position, unauthorized absences, or abuse of leave privileges;
- 26.8.2. Conviction of a crime involving moral turpitude, or any other crime which would render the employee unfit to continue his/her job duties;
- 26.8.3. Demonstrated incompetence or inefficiency in the performance of the duties of his/her position;
- 26.8.4. Insubordination, defined as refusal to do properly assigned work, without a reasonable explanation;
- 26.8.5. Neglect of duty;
- 26.8.6. Drinking alcoholic beverages on the job, reporting for work while intoxicated; possession of alcoholic beverages on the job;
- 26.8.7. Unlawful possession, use, sales or otherwise furnishing, arranging to furnish or under the influence of any controlled substance, as defined by the Health and Safety Code;
- 26.8.8. Conviction of a sex offense as defined in Education Code;
- 26.8.9. Conviction of a narcotics offense as defined in the Penal and Education Codes;
- 26.8.10. Disorderly or immoral conduct while on duty;
- 26.8.11. Willful or persistent violation of the Education Code, policies or regulations of this District, or of a lawful order made by the employee's immediate supervisor or by a District Administrator;
- 26.8.12. Persistent violation of or refusal to obey safety rules and regulations made applicable to public schools by the governing board or the laws and regulations of the State;
- 26.8.13. Carelessness or negligence in the performance of duty or in the care of District property, or willful destruction of District property.
- 26.8.14. Falsifying any information supplied to the School District, such as information supplied on application forms, employment records, or other District records;
- 26.8.15. Dishonesty while on duty or in employment related matters;
- 26.8.16. Repeated unexcused tardiness or absence;
- 26.8.17. Inability to work harmoniously with others to such a degree that District

functioning is disrupted;

- 26.8.18. Discourteous, offensive or abusive language or conduct toward another employee, a student, or a member of the public;
- 26.8.19. Evident unfitness for duty;
- 26.8.20. Failure to maintain licenses or certificates required for the position held;
- 26.8.21. Misappropriation of District funds or property;
- 26.8.22. Engaging in political activity during work time;
- 26.8.23. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public;
- 26.8.24. Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.

26.9. Evidence

Since disciplinary action is a very serious matter, cause shall be determined to exist only if written evidence has been submitted to both the employee and the employee's supervisor.

Written evidence may include signed, sworn statements by witnesses.

26.10. Investigation and Findings

The Superintendent or designee, shall notify the employee of a pending investigation. Upon request of an employee or his/her representative, prior to taking action to suspend, dismiss an employee, or reduce his/her salary, the Superintendent, or designee, will meet with the employee to discuss the situation and consider any evidence or information the employee may wish to provide.

26.11. Notification

26.11.1. Once an investigation has been completed, if the Superintendent determines just cause exists, he/she may recommend such disciplinary action as he or she deems appropriate to the Board of Trustees. The Superintendent shall provide the employee with a written notification of the proposed disciplinary action, prior to providing notice to the Board of Trustees.

26.11.2. The written notification of intended disciplinary action to the employee shall

contain:

- a. a statement in ordinary and concise language of the specific acts and/or omissions on which the proposed disciplinary action is based;
- b. a statement of the cause for the recommended disciplinary action;
- c. copies of all documents which substantiate the need for discipline;
- d. if it is claimed that the employee has violated a policy, rule, or regulation of the District, such policy, rule or regulation shall be stated in the notice;
- e. a statement of the specific disciplinary action which is being recommended;
- f. a statement of the employee's right to a hearing on the charges and to be represented at such hearing by a representative of his/her choice;
- g. the right to have such hearing conducted in open or closed session; and
- h. a statement of the time within which the employee may request a hearing, which shall not be more than five (5) workdays after service of the notice to the employee.

26.11.3. This notice shall be effective upon personal service or signed receipt by the employee if deposited with the United States Postal Service.

26.11.4. The notice shall be accompanied by a form which, when returned by the employee, shall constitute a demand for a hearing and denial of all charges.

26.11.5. Failure to request a hearing in writing within the specified time shall be deemed to be a waiver of the right to a hearing.

26.12. Access to Materials

The employee or his/her authorized representative may, upon request, have copies of the materials in the employee's personnel file upon which the charges are based.

26.13. Scheduling of Hearing Before the Board

Upon receipt of an appeal from the employee or his/her representative, the governing board will convene a hearing within a reasonable time period, but not less than five (5) workdays nor more than twenty (20) workdays after receipt of the appeal.

26.14. Hearing Before the Governing Board

26.14.1. The hearing shall be conducted by the Governing Board or at its option, may

- appoint a hearing office for purposes of conducting a disciplinary hearing.
- 26.14.2. The employee shall have the right to appear in person on his/her own behalf, with counsel or such representation as he/she considers necessary, and be heard in his/her defense.
- 26.14.3. The hearing shall be held in closed session unless the appealing employee requests a public hearing.
- 26.14.4. The employee shall have the right to personally appear and testify, to call, or through a representative call witnesses, examine and cross-examine. Witnesses shall be called individually and excused after testifying if so requested by the employee.
- 26.15. Results of Hearing, Decision
- 26.15.1. If the Board had conducted the hearing itself, the Board shall render a decision as soon as possible after the hearing is completed and adopt it at that meeting or the next regular meeting.
- 26.15.2. If the hearing is conducted by a hearing officer, such decision shall be rendered as soon as possible and presented to the Board at its next regular Board meeting. The Board shall adopt such decision as its decision.
- 26.15.3. The Board or Hearing Officer may affirm, reduce, or rescind the disciplinary action, but may not modify the action to be more severe than as proposed by the Superintendent.
- 26.15.4. A copy of the written decision by the Board shall be sent to the employee and his/her representative no later than five (5) workdays after it is adopted. The decision shall include findings of fact and determination of issues by the Board of Trustees.
- 26.16. In cases of dismissal and/or where it is felt that District personnel, students, District property or the public are endangered, the Superintendent may suspend the employee with pay by giving notice to the employee and to SEIU 1021 prior to a hearing being held. Such suspension with pay may take place immediately. However, the procedures for notice, hearing, etc. as provided in this article shall be followed. The employee shall remain in paid status until a final decision has been made, which may include disciplinary action or reinstatement to the position held prior to the suspension.

ARTICLE 27. EMPLOYMENT PROVISIONS

27.1. Hiring

All vacancies shall be advertised to currently employed unit members for the same concurrent time period the position is advertised outside the District, but no less than one (1) week. Current District employees who meet the minimum qualifications for the position will receive an interview. If the interview takes place during the unit member's normal work hours, the unit member will participate with no loss of pay.

27.2. Resignations

When submitting a voluntary resignation, the employee shall specify the effective date of the resignation. Two (2) weeks of written notice is required unless otherwise approved by the District. Upon receipt of a resignation notice, the District's contribution to the premium for health and welfare benefits will cease on the effective date of the resignation except as specified below:

27.2.1. If the individual is in paid status for at least ten (10) workdays in the month of the resignation, the District will pay the health and welfare benefit for the entire month as though they had worked through the 20 month.

27.2.2. If an individual is a ten (10) month employee and resigns between the last school day of the school year and August 31, during summer recess, the District will continue to make the same health and welfare benefit contribution for June and July and August provided that the individual had been employed since September of the just completed school year. If the individual was employed after September 30 of the just completed school year, the provisions of 27.2.1 above apply to the District's contributions for health and welfare benefits.

27.3. Copy of Agreement

Within thirty (30) days after the final review of this Agreement by the bargaining unit chapter chairperson, the District shall make a printable copy of the Agreement available on the District website.

ARTICLE 28. SEVERABILITY / MAINTENANCE OF BENEFITS

28.1. Severability

If, during the life of the Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of any part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect. In the event of suspension or of invalidation of any Article or section of this Agreement, the parties agree to meet to negotiate within thirty (30) days.

28.2. Maintenance of Benefits

Except as this Agreement shall otherwise provide, all terms and conditions of employment, which are mandatory subjects of bargaining under state law, which presently exist shall remain in full force and effect throughout the term of this Agreement. The District agrees that this contract supersedes District policy to the extent that specific contract language covers the same matter(s) and is in conflict or inconsistent with District policy.

ARTICLE 29. CONCERTED ACTIVITIES

- 29.1. It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to perform job functions and responsibilities fully and faithfully, or other interference with the operations of the District by SEIU 1021 or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. SEIU 1021 recognizes the duty and obligation of its representatives to comply with the provision of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by SEIU 1021, SEIU 1021 agrees in good faith to take all necessary steps to cause those employees to cease such action. It is understood that in the event this Article is violated, the District shall be entitled to withdraw all rights, privileges or services provided for in this Agreement or in District policy from any employee and/or SEIU 1021.

ARTICLE 30. SAFETY

30.1. Bomb Threat Procedures

- 30.1.1. All bargaining unit members who are at the site of a bomb threat shall be relocated to an alternate work site if students are evacuated.
- 30.1.2. The alternate work site shall be determined at the beginning of each school year and communicated to each bargaining unit member by the first day of school each year.
- 30.1.3. Unit members shall report to the site administrator at the alternate work site and shall perform work assigned by the alternate work site administrator, their regular work site administrator or by a District administrator.
- 30.1.4. Unit members who are scheduled to report for duty after the bomb threat shall go to their alternate work site.
- 30.1.5. Unit members who have completed their work shift shall not return to work until their next scheduled work shift unless they are requested to do so by their site administrator or by a district administrator.
- 30.1.6. The District shall not permit unit members to volunteer for any duty at the scene of a bomb threat.
- 30.1.7. Unit members shall not return to the site of the bomb threat unless or until the site has been declared safe by the Public Safety Department or by another authorized agency.
- 30.1.8. Bargaining unit members shall not look for or accompany any official looking for suspicious items during any bomb threat.
- 30.1.9. Before relocating to an alternate site, each bargaining unit member shall report any suspicious item(s) in his/her immediate area to proper officials.

ARTICLE 31. EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

- 31.1. The District and SEIU agree to establish an Employer-Employee Relations Committee (“EERC”) with the following guidelines:
- 31.1.1. Each party may have up to two representatives on the EERC, at least one of which shall be a District employee.
 - 31.1.2. The EERC shall meet every other month during the regular school year unless the members agree to additional meetings. EERC members shall jointly establish the meeting schedule for the school year in August of each year.
 - 31.1.3. The parties shall agree to the meeting agenda at least two weeks prior to the meeting. Other items may be added to the agenda by mutual agreement.
 - 31.1.4. Any request for information to be reviewed and/or discussed at the meeting shall be submitted no later than two weeks prior to the meeting. The party to which the request is made shall bring the information to the meeting if the information exists: this includes all requests for information submitted between meetings.
 - 31.1.5. The purpose of the EERC is to promote positive and effective communications between the parties; the EERC is not intended to replace the collective bargaining process. If either party believes that the EERC is not meeting this purpose, either party may suspend its participation in the EERC.

ARTICLE 32. COMPLETION OF AGREEMENT / DURATION

32.1. Completion of Agreement

This document constitutes the entire document between the District and the Union on matters within the lawful scope of bargaining. The District and Union shall have no further obligation to meet and negotiate during the term of this Agreement on any subject or matters contained therein, except as set forth in the reopeners, or as mutually agreed, or as required by law.

32.2. Duration

This agreement shall be effective for the period July 1, 2021 through June 30, 2024. This is a closed contract through June 30, 2024, except as set forth in the reopeners, or as mutually agreed, or as required by law.

32.3. Reopeners

For 2023-2024, the parties may reopen on wages before October 31, 2022 and benefits.

APPENDIX A. ASSISTANTS UNION

Campus Supervisor

Computer Lab Assistant

English Learner Instructional and Assessment Assistant

General Education Instructional Assistant

Health Care Assistant

Paraprofessional

Library Assistant

Licensed Vocational Nurse

PE Assistant

Sign Language Interpreter I

Sign Language Interpreter II

Speech & Language Pathology Assistant

APPENDIX A-1. S. E. I. U. SALARY SCHEDULE

Appendix A
Cotati-Rohnert Park Unified School District Rohnert Park Cotati Educators Association (SEIU) Local 1021
2021-24 SALARY SCHEDULE
3% Increase July 1, 2021 - Dec 31, 2021*

YEARS CREDIT	1	2	3	4	5	6
2 Campus Supervisor, PE Asst, Library Asst. Gen. Ed. Instructional Asst. Computer Lab Asst.		15.61	16.55	17.37	18.40	19.50
3 Paraprofessional Health Care Asst. EL Instructional & Assessment Asst., Sign Lang. Interpreter I	15.59	16.37	17.20	18.04	18.98	19.92
4 Sign Lang. Interpreter II Speech & Language Pathology Assistant	18.18	19.09	20.06	21.05	22.11	23.21
			Range 2	Range 3	Range 4	
Longevity (Monthly)	10th year		1.07	1.28	1.45	
	15th year		2.00	2.40	2.76	
	20th year		2.75	3.42	3.96	
	25th year		3.64	4.61	5.33	
Annual Stipend for Bilingual			747			

Employees hired between July 1st and December 31st will advance on the salary schedule on the next July 1st; those employed between January 1st and June 30th will not advance until the second July 1 date. Otherwise, all will advance each July 1.

Service years for longevity are calculated from the employee's date of hire in the bargaining unit.

* 3% ongoing as of July 1, 2021 and 3% ongoing as of January 1, 2022
3% ongoing as of July 1, 2022 and 2% ongoing as of January 1, 2023
Statutory COLA, to be determined by October 31, 2022. If COLA exceeds 3.61%, then the parties will reconvene to discuss a split option

Appendix A
Cotati-Rohnert Park Unified School District Rohnert Park Cotati Educators Association (SEIU) Local 1021
2021-24 SALARY SCHEDULE
3% Increase July 1, 2022 - December 31, 2022*

YEARS CREDIT	1	2	3	4	5	6
Campus Supervisor, PE Asst, Library Asst. 2 Gen. Ed. Instructional Asst. Computer Lab Asst.		16.56	17.56	18.43	19.52	20.69
3 Paraprofessional Health Care Asst. EL Instructional & Assessment Asst., Sign Lang. Interpreter I	16.54	17.37	18.25	19.14	20.14	21.14
4 Sign Lang. Interpreter II Speech & Language Pathology Assistant	19.29	20.25	21.28	22.33	23.45	24.63
10 Licensed Vocational Nurse	30.75	32.28	33.90	35.59	37.37	39.24
			Range 2	Range 3	Range 4	
Longevity (Monthly)	10th year		1.07	1.28	1.45	
	15th year		2.00	2.40	2.76	
	20th year		2.75	3.42	3.96	
	25th year		3.64	4.61	5.33	
Annual Stipend for Bilingual			747			

Employees hired between July 1st and December 31st will advance on the salary schedule on the next July 1st; those employed between January 1st and June 30th will not advance until the second July 1 date. Otherwise, all will advance each July 1.

Service years for longevity are calculated from the employee's date of hire in the bargaining unit.

* 3% ongoing as of July 1, 2021 and 3% ongoing as of January 1, 2022
3% ongoing as of July 1, 2022 and 2% ongoing as of January 1, 2023
Statutory COLA, to be determined by October 31, 2022. If COLA exceeds 3.61%, then the parties will reconvene to discuss a split option

Appendix A
Cotati-Rohnert Park Unified School District Rohnert Park Cotati Educators Association (SEIU) Local 1021
2021-24 SALARY SCHEDULE
3% Increase July 1, 2022 - December 31, 2022*

YEARS CREDIT	1	2	3	4	5	6
Campus Supervisor, PE Asst, Library Asst.						
2 Gen. Ed. Instructional Asst. Computer Lab Asst.		16.56	17.56	18.43	19.52	20.69
3 Paraprofessional Health Care Asst. EL Instructional & Assessment Asst., Sign Lang. Interpreter I	16.54	17.37	18.25	19.14	20.14	21.14
4 Sign Lang. Interpreter II Speech & Language Pathology Assistant	19.29	20.25	21.28	22.33	23.45	24.63
10 Licensed Vocational Nurse	30.75	32.28	33.90	35.59	37.37	39.24
			Range 2	Range 3	Range 4	
Longevity (Monthly)	10th year		1.07	1.28	1.45	
	15th year		2.00	2.40	2.76	
	20th year		2.75	3.42	3.96	
	25th year		3.64	4.61	5.33	
Annual Stipend for Bilingual			747			

Employees hired between July 1st and December 31st will advance on the salary schedule on the next July 1st; those employed between January 1st and June 30th will not advance until the second July 1 date. Otherwise, all will advance each July 1.

Service years for longevity are calculated from the employee's date of hire in the bargaining unit.

* 3% ongoing as of July 1, 2021 and 3% ongoing as of January 1, 2022
3% ongoing as of July 1, 2022 and 2% ongoing as of January 1, 2023
Statutory COLA, to be determined by October 31, 2022. If COLA exceeds 3.61%, then the parties will reconvene to discuss a split option

Appendix A
Cotati-Rohnert Park Unified School District Rohnert Park Cotati Educators Association (SEIU) Local 1021
2021-24 SALARY SCHEDULE
2% Increase January 1, 2023 - June 30, 2023*

YEARS CREDIT	1	2	3	4	5	6
Campus Supervisor, PE Asst, Library Asst.						
2 Gen. Ed. Instructional Asst. Computer Lab Asst.		16.89	17.91	18.80	19.91	21.10
3 Paraprofessional Health Care Asst. EL Instructional & Assessment Asst., Sign Lang. Interpreter I	16.87	17.72	18.62	19.52	20.54	21.56
4 Sign Lang. Interpreter II Speech & Language Pathology Assistant	19.68	20.66	21.71	22.78	23.92	25.12
10 Licensed Vocational Nurse	31.36	32.93	34.59	36.30	38.12	40.03
			Range 2	Range 3	Range 4	
Longevity (Monthly)	10th year		1.07	1.28	1.45	
	15th year		2.00	2.40	2.76	
	20th year		2.75	3.42	3.96	
	25th year		3.64	4.61	5.33	
Annual Stipend for Bilingual			747			

Employees hired between July 1st and December 31st will advance on the salary schedule on the next July 1st; those employed between January 1st and June 30th will not advance until the second July 1 date. Otherwise, all will advance each July 1.

Service years for longevity are calculated from the employee's date of hire in the bargaining unit.

* 3% ongoing as of July 1, 2021 and 3% ongoing as of January 1, 2022
3% ongoing as of July 1, 2022 and 2% ongoing as of January 1, 2023
Statutory COLA, to be determined by October 31, 2022. If COLA exceeds 3.61%, then the parties will reconvene to discuss a split option

Appendix A
 Cotati-Rohnert Park Unified School District Rohnert Park Cotati Educators Association (SEIU) Local 1021
 2021-24 SALARY SCHEDULE
 3.61% Increase July 1, 2023*

YEARS CREDIT	1	2	3	4	5	6
Campus Supervisor, PE Asst, Library Asst.						
2 Gen. Ed. Instructional Asst. Computer Lab Asst.		17.50	18.56	19.48	20.63	21.86
3 Paraprofessional Health Care Asst. EL Instructional & Assessment Asst., Sign Lang. Interpreter I	17.48	18.36	19.29	20.22	21.28	22.34
4 Sign Lang. Interpreter II Speech & Language Pathology Assistant	20.39	21.41	22.49	23.60	24.78	26.03
10 Licensed Vocational Nurse	32.49	34.11	35.81	37.60	39.48	41.54
			Range 2	Range 3	Range 4	
Longevity (Monthly)	10th year		1.07	1.28	1.45	
	15th year		2.00	2.40	2.76	
	20th year		2.75	3.42	3.96	
	25th year		3.64	4.61	5.33	
Annual Stipend for Bilingual			747			

Employees hired between July 1st and December 31st will advance on the salary schedule on the next July 1st; those employed between January 1st and June 30th will not advance until the second July 1 date. Otherwise, all will advance each July 1.

Service years for longevity are calculated from the employee's date of hire in the bargaining unit.

* 3% ongoing as of July 1, 2021 and 3% ongoing as of January 1, 2022
 3% ongoing as of July 1, 2022 and 2% ongoing as of January 1, 2023
 Statutory COLA, to be determined by October 31, 2022. If COLA exceeds 3.61%, then the parties will reconvene to discuss a split option

APPENDIX B. HEALTH AND WELFARE BENEFITS

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

(Effective October 1, 2014)

Medical:

The District shall contribute, per eligible unit member per month to CVT, up to eighty-five percent (85%) of the composite premium charged for Kaiser Plan 4 coverage as per Article 8, but no more than 85% of unit member's elected plan cost.

Kaiser Plans 2, 3, 3 w/Chiro, 4, Wellness..... Employee and dependents

PPO Plans 1A, 1B, 3B, 4B, Wellness, Bronze..... Employee and dependents

Vision:

Vision Service Plan; C/15 G Employee and dependents

The District shall contribute, per eligible unit member per month to CVT, ninety percent (90%) of the amount established by CVT to provide the following vision coverage under VSP.

- Eye Examination 1 each 12 months
- Lenses 1 each 12 months
- Frames 1 each 12 months
- Office Co-Pay \$15.00
- 2nd Pair of Glasses or contacts subject to a \$20 copayment

Dental:

Delta Dental Employee and dependents

The District shall contribute, per eligible unit member per month to CVT, ninety percent (90%) of the amount established by CVT to provide the following dental coverage:

- No annual maximum on basic coverage, including crowns and cast restorations
- Four cleanings per patient per year
- Prosthodontics cost sharing 50/50 Nitrous oxide at no additional cost
- \$2,000 lifetime maximum orthodontia cost sharing 50/50

Life Insurance:

Unum Provident Life (\$50,000) Employee Only

The District shall contribute, per eligible unit member per month to CVT, ninety percent (90%) of the amount established by CVT to provide Life Insurance.

APPENDIX C. GRIEVANCE FORM

Cotati-Rohnert Park Unified School District Grievance Form

If more space is required in any section, please attach additional sheets.

Name: _____ Job Classification: _____

School: _____ Employee Organization: _____

This form is not completed if the grievance is resolved at Level I.

Level I: INFORMAL DISCUSSION WITH SUPERVISOR

Supervisor's Name: _____ Title: _____

Informal Conference Date: _____ Date of Supervisor's Response: _____

Decision rendered at informal conference: _____

Level II: WRITTEN GRIEVANCE (Please attach any relevant documents)

Date of Incident(s): _____

Contract Section violated: _____

Description of Grievance: _____

Employee Signature: _____ Date: _____

Supervisor's Decision: _____

Supervisor's Signature: _____ Date: _____

Level III: APPEAL TO SUPERINTENDENT

Date of Appeal: _____ Employee Signature: _____

Superintendent's Solution: _____

Superintendent's Signature: _____ Date: _____

Level IV: MEDIATION REQUEST

Requested by: _____ Date Requested: _____

Description of Unresolved Issues: _____

Level V: REQUEST FOR ARBITRATION

Date filed: _____ Signature of Union: _____

Name of Arbitrator Selected: _____

Arbitration Hearing Date(s): _____

Arbitrator's Decision: _____

Arbitrator's Signature: _____ Date: _____

Copy to Superintendent on: _____ (Date)

Copy to Employee and Union on: _____ (Date)