

AGREEMENT

between

SEBASTOPOL UNION SCHOOL DISTRICT

AND

**SERVICE EMPLOYEES INTERNATIONAL
UNION (SEIU) LOCAL 1021**

July 1, 2024

through

June 30, 2027

TABLE OF CONTENTS

PREAMBLE		1
DEFINITIONS		1
ARTICLE I	RECOGNITION	5
ARTICLE II	UNION RIGHTS	6
ARTICLE III	EMPLOYEE RIGHTS	9
ARTICLE IV	HOURS AND OVERTIME	11
ARTICLE V	PAY AND ALLOWANCES	15
ARTICLE VI	TOOLS AND EQUIPMENT	18
ARTICLE VII	HEALTH AND WELFARE BENEFITS	19
ARTICLE VIII	HOLIDAYS	21
ARTICLE IX	VACATION	23
ARTICLE X	LEAVES	24
ARTICLE XI	GRIEVANCE PROCEDURE	32
ARTICLE XII	DISCIPLINE	35
ARTICLE XIII	SEVERABILITY AND REPLACEMENT	38
ARTICLE XIV	SAFETY	39
ARTICLE XV	MAINTENANCE OF BENEFITS	40
ARTICLE XVI	EMPLOYMENT PROVISIONS	41
ARTICLE XVII	MISCELLANEOUS	46
ARTICLE XVIII	MANAGEMENT RIGHTS	47
ARTICLE XIX	ME TOO CLAUSE	48
ARTICLE XX	TERM	49

APPENDIX A	PERB RECOGNITION	51
APPENDIX B	CLASSIFIED SALARY SCHEDULE	52
APPENDIX C	JOB DESCRIPTIONS	53

PREAMBLE

This Agreement is entered into between the Sebastopol Union School District hereinafter referred to as the DISTRICT and the Service Employees International Union (SEIU) Local 1021, hereinafter referred to as SEIU.

DEFINITIONS

1. Anniversary Date: The annual date upon which an employee completed his/her first year of service to the District in an allocated, permanent position.
2. Bargaining Unit Member: Any person legally employed by the Board and a member of bargaining unit represented by the Union.
3. Board: The Sebastopol Union School District Board of Trustees.
4. Break in Service: A complete separation in employment with the District. A break in service does not occur because an employee is on an unpaid status such as leave without pay or summer break, when an employee returns to work.
5. Classification: A single position, or group of positions, sufficiently similar in duties and responsibilities that the same descriptive title, typical duties, and minimum qualifications may be used to designate each position allocated to the classification. Substantially the same requirements of education, experience, knowledge and abilities are demanded of incumbents.
6. Compensatory Time Off: Time off with pay instead of cash compensation for overtime. Per Ed Code 45129 comp time will be granted within 12 calendar months following the month in which the overtime was worked. Comp time does not carry over to the next fiscal year and needs to be used before June 30 of the year granted.
7. Continuous Service: Continuous employment with the District, whether paid or unpaid status, without a break in service.
8. District: The Sebastopol Union School District Governing Board.
9. Duty-Free Meal Period: A set period of time that an employee is free to leave the work site and is not considered as time worked.
10. Employee: Any person legally employed by the Board and a member of the bargaining unit represented by the Union.
11. Emergency Operation: The performance of functions or services necessary, in the opinion of the District to protect or preserve the lives, safety, health, or property of the students and employees.

12. Hours Worked: Includes all time spent by the employee while the employee is engaged in duties or activities required by the District and pursued necessarily and primarily for the benefit of the District. For the non-exempt employee, hours worked shall include all hours that the Board knows or has reason to know that work is being performed.
13. Job site: The location where the employee is normally assigned and performs his/her duties, or the location from which the employee performs duties through the District.
14. Longevity Pay: Longevity pay is based on years of service to the District without regard to length of service within a specific classification. An employee does not become eligible for longevity pay until the completion of ten years of service to the District. For an employee who meets the criteria for longevity pay, the appropriate percentage is paid in addition to the employee's placement on the salary range.
15. Non-Duty Free Meal Period: A period of time that an employee is entitled to eat but is required by his or her supervisor to stay at the work site and must be willing to work if so required. A non-duty free meal period shall be considered time worked.
16. Non-Exempt Employee: An employee covered by the provisions of the Fair Labor Standards Act.
17. Overtime: When an employee works longer than forty (40) hours per week or eight (8) hours per day, and any regular day off or holiday as defined by this Agreement. "Works" shall include all hours in pay status. Overtime only applies when an employee is required and authorized by a supervisor via email to work more than 40 hours per workweek or more than 8 hours per workday.
18. Pay Period: The determination by the Board of the fixed regularly recurring period of one hundred seventy-four (174) hours which normally fall between the 1st and last of the month. Employees shall be reimbursed for regular services one time per calendar month on the last working day of the month.
19. Pay Status: Whenever an employee is at work excluding a duty-free period such as lunch; absent on a paid holiday; absent on leave with pay, or absent on authorized compensatory time off.
20. Permanent Employee: A permanent employee is one who has successfully completed an initial probationary period of six (6) months or 130 days of paid service (per AB 1353) beyond the first day of service with the District as a regular employee in an allocated position. A permanent employee may only be terminated for cause and in accordance with the procedures contained in this agreement.
21. Position: A position is a group of duties and responsibilities requiring the full or part time employment of one individual on a permanent or limited term basis. A permanent new position may only be established by action of the Board of Education. An increase in funded

hours for an existing position does not create a new position, except as provided by the Education Code.

22. Probationary Employee: Each newly hired employee shall serve a probationary period which shall be six (6) months or 130 days of paid service (per AB 1353) in duration. During the probationary period, an employee may be released without cause. Short term or substitute employment does not count towards the fulfillment of the probationary period.
23. Probationary Period: The trial period immediately following an original, or promotional, appointment to an allocated permanent position. The probationary period for new hires shall be six (6) months or 130 days of paid service (per AB 1353) from the first day of service to the District in an allocated position. The probationary period for a promotional appointment shall be six (6) months. During the six (6) month period, if the promotional probationary period is terminated, the employee may voluntarily demote back to the classification he/she held prior to the promotional appointment, rather than a release from the District. The reassignment to the previous classification will occur at the earliest reasonable time.
24. Promotion: the reassignment of an employee from a position in one job classification to a position in another job classification which is compensated at a higher salary.
25. Regular Rate of Pay: As defined in the Fair Labor Standards Act so long as the "Act" applies to employees.
26. Regular Work Schedule: The determination by the District of an employee's specific work days, work weeks, work periods, and work shifts, established on a regular ongoing basis.
27. Salary: Means only wages, call back pay, and bus license stipend, but does not include benefits such as insurance, vehicle use, paid leaves or other economic benefits.
28. Salary Range: Each salary range shall consist of eight steps which shall be known as steps 1, 2, 3, 4, 5, 6, 7, 8. Each step on the range is a set percentage above the lower step. Each step shall be expressed in dollars per hour on the salary table.
29. Seniority: Seniority is based on the date of hire and classification. Seniority is not based on hours worked
30. Separation: Leaving a position; includes resignation, dismissal layoff or retirement.
31. Statutory Overtime: Is used for non-exempt employees only. It is all hours worked in excess of forty (40) hours in the defined workweek
32. Suspension: An enforced absence of an employee without pay for disciplinary purposes or pending investigation of charges made against an employee.
33. Transfer: A voluntary (employee initiated) or involuntary (District initiated) change in

assignment from one (1) job site to another in the same classification within the bargaining unit.

34. Union: Local 1021, Service Employees International Union AFL-CIO/CLC.
35. Workday: A twenty-four (24) hour period that begins with the start of a work shift.
36. Work Shift: The hours that an employee is scheduled to work within a workday.
37. Work Week: A work week is defined as Monday-Friday contracted hours.

ARTICLE I - RECOGNITION

- A. The DISTRICT recognizes SEIU, Local 1021, hereinafter referred to as the Union, as the exclusive representative and bargaining agent for the Classified Employees Unit. The Classified Employees Bargaining Unit consists of all employees in classifications listed in Appendix A, excluding substitutes and short-term employees. Classified employees working less than full time are included in the bargaining unit.

- B. All newly created positions or classifications, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions (See Appendix F) describe duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit. The District agrees to confer with the Union regarding job descriptions and appropriate salary range for all newly created job classifications or positions which would be represented by the unit once established.

ARTICLE II – UNION RIGHTS

- A. Exclusive Right to Represent: SEIU Local 1021 and its authorized representatives shall have the exclusive right to represent members of the bargaining unit on all matters within the scope of representation. Upon submission of a final judgment, which will act as a lien for services rendered by the Union or a voluntary employee authorization, the District Office shall deduct such assessments.
- B. Employee Contact: Except as provided elsewhere in this Agreement, any authorized Representative shall have the right to contact individual employees working within the represented unit, during normal business hours, on matters of Union business, as long as it does not disrupt, distract or create an absence in duty. Union officials must follow the District's regular sign-in procedures to be on campus.
- C. Communications: The Union shall have use of a designated space of a District bulletin board to communicate with District employees.
- D. Employee Lists
1. District Office shall provide the Union with the names and home contact, status member of all employees within the bargaining unit, their classification and worksite on request.
 2. The Union recognizes and respects the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Agreement, or to allow others to use any information for commercial gain not in a manner that would violate those rights. With respect to this promise, Union agrees to indemnify, defend and hold harmless the District Office, its officers, employees and agents from any claim, liability or damage arising from Union's breach of its duty under this memorandum.
- E. New Employee Orientation
1. Each new bargaining unit employee shall, upon hire, be provided with either a copy of the SEIU Local 1021 or access to an electronic copy of this Agreement in addition to a new employee letter from the Union. The District Office shall inform the Union with the name, home address, worksite and classification of all new unit members. The District will notify the Union Field Representative within five (5) days of employment either by letter or e-mail.
- F. The District Office shall provide the designated Union representative with a Board packet prior to each Board meeting containing the agenda and all available backup materials, which are public information.
- G. Meet and Negotiate Session: The District Office shall grant release time for four (4) Union designated unit member for all meet and negotiate sessions with management on matters pertaining to Union representation.

H. The Union will provide the District Office with a list of Officers and Job Stewards at least once a year, and more often upon request. The Union will notify the District Office whenever officers change.

I. Dues and deduction: The SEIU Local 1021 shall have the sole and exclusive right to have organization dues deducted, for the employees in the unit, by the district.

1. The District agrees to deduct all dues, insurance premiums and assessments from the pay of employees who have authorized that such deductions be made. The amounts deducted shall be remitted promptly to the Union or its designees, with an alphabetical list of the employees from whom deducted

2. Dues shall be paid directly from District to SEIU 1021

J. Union Security

1. All employees represented by SEIU, Local 1021 can choose to join the Union, paying the regular monthly membership dues uniformly required of Union members, for the duration of the Agreement.

2. Payroll Deduction: The District Office agrees to deduct all Union dues, service fees, insurance premiums and assessments from the pay of those employees who have authorized that such deduction be made and as provided in Section 3 of this Article. The amounts deducted shall be remitted promptly to the Union or its designee, with an alphabetical list of the employees from whom deducted. The list shall include the employee's name, and dues or service fees deduction amount.

3. Dues Check Off Reinstatement: The District shall not deduct dues or service fees during periods that an employee is separated from the bargaining unit, but shall reinstate dues deduction or service fees upon the return of the employee to the bargaining unit. The term separation from the bargaining unit includes transfer out of the unit, layoff, and a leave of absence without pay with duration of more than thirty (30) days.

4. Maintenance of Membership: A union member may terminate their membership giving written notice to the Union and the District Office thirty (30) days prior to the expiration of this Agreement. Each employee who is a member and who decides to terminate membership shall become a Service Fee payer and the District Office shall continue payroll deduction for the amount of the service fee.

5. Unit members shall deliver dues deduction authorization forms to SEIU, which shall thereafter be responsible for providing the District with the necessary deductions information. Unit members no longer provide authorization forms to the District, nor can the District request them from SEIU unless a dispute exists.

The District shall rely on information provided by SEIU regarding whether dues deductions were properly canceled or changed, and SEIU shall indemnify the District for

any claims made by the employee for deductions made in reliance on that information. Employee requests to cancel or change dues deductions will be directed to the Union.

5. Union Obligations: The Union shall comply with all applicable statutory and Public Employment Relations Board requirements and to furnish any information needed by the District Office to fulfill its obligations under this Article.
6. District Office Obligations: The District Office's sole obligation under this Article shall be to make the deductions required under this Article and in compliance with state law.
7. Copies of the Agreement
 - a. Within sixty (60) days after the ratification of this Agreement, the district shall provide via email this Agreement in pdf to every bargaining unit employee. The Union shall have a reasonable opportunity to review the draft for accuracy before it is printed
 - b. Paper copies of this Agreement will be provided to any member upon request to the Job Stewart.
- K. Job Stewards: The Union may designate up to four (4) job stewards from among its employees in the bargaining unit to handle grievances pertaining to this Agreement.
 1. The Union shall provide the District with a list of the Job Stewards and the employee grouping that each Steward represents.
 2. The Job Steward will receive a reasonable amount of release time for the processing of each grievance. The amount of time will be discussed and agreement shall be reached with the Superintendent or designee.
- L. Employee Directory: The District shall provide the Union with a copy of the annual Staff Directory via email by September 30 of each year.
- M. Union Business Release Time: The District will provide up to twenty (20) hours per fiscal year release time for the Chapter Chairperson and job stewards provided the Union reimburses the District for the cost of substitute, if any, to attend to Union business away from the work site.
- N. Meetings and Correspondence
 1. The Union and its members shall have the right to use school facilities after work hours for regular business meetings.
 2. The Union shall have reasonable use of a designated District bulletin board space and have the right to post notices of activities and matters of concern to the Union and members on bulletin boards in the work sites and may use the intra-District mail service to communicate with represented employees.

ARTICLE III – EMPLOYEE RIGHTS

A. Personnel Files

1. An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee's personnel file. Employees shall be provided with copies of any derogatory written materials ten (10) workdays before it is placed in the employee's personnel file. The employee is entitled to release time to review their personnel file and/or prepare a response to derogatory information going into their file within the 10 workday notice period. After that period has expired, the employee must do so on their own (unpaid) time. The written response shall be attached to the material.
2. All personnel files shall be kept in confidence and shall be available for inspection upon request. Permission to review shall be granted to the employee provided that the request is made during the regular office hours and at a time when the employee is not required to render service to the District.

When necessary, in the proper administration of the District affairs or the supervision of the employee District access is permitted. Any other person who has examined a personnel file shall sign and date in the space provided within the file. The employee will be notified in writing each time a person other than District Office staff examines the employee's personnel file as required by law. The employee's personnel file shall be available for examination by the employee or his/her Union representative if authorized by the employee.

Any person who places written evaluation material or drafts of written evaluation material shall sign the material and signify the date on which such material was drafted. Any written evaluation materials to be placed in a personnel file shall indicate the date placed in the file.

3. No adverse action of any kind shall be taken against an employee based upon materials which are not in the employee's personnel file. No action for discipline or dismissal shall be based solely on incident(s) or causes which occurred more than two (2) years prior to the date of the notice of intended disciplinary action unless such cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

B. Performance Evaluations

1. Employees shall be evaluated by their immediate supervisor per the following schedule.
 - a. Probationary employees shall be evaluated formally once in their first six (6) months of employment.
 - b. Permanent employees shall be evaluated at least every two years. Employees will be evaluated the year following an unsatisfactory evaluation. Employees will be evaluated upon the request of a supervisor or following a change in job class.

- c. Permanent employees that have been employed at least ten (10) years in the District and have had all satisfactory evaluations for the entirety of their employment, shall be evaluated every five (5) years.
2. The evaluation shall be in writing, shall be reviewed with the employee, and a copy shall be provided to employee. The employee shall have the opportunity to respond in writing and to have such response attached to the evaluation.
3. Evaluations shall include narrative remarks to support the overall rating.
4. Observations of any employee's conduct or any other concerns regarding employees conduct shall not be referenced in the employee's evaluation unless the employee's supervisor has brought the concern or observation to the employee's attention prior to the evaluation.

Any informal written material such as notes regarding the conduct of an employee must be dated and must be discussed with the employee in an informal meeting held within ninety (90) days of the alleged infraction or it may not be included in the personnel file nor included in the evaluation.

The suggested purpose of the informal meeting is:

- (a) a clear statement of the problem;
 - (b) an opportunity for clarification or informal response by the employee, and
 - (c) the supervisor's statement of expected conduct.
- C. No Discrimination: The Union and the District agree not to discriminate against any employee because of age, sex, sexual orientation, ethnicity, creed, national origin, political affiliation, or lawful organizational activities.
- D. Complaints: If there is a complaint against an employee, the District will follow the procedures in the Board policies regarding complaints. [Board policies BP/AR 1312.1]

ARTICLE IV – HOURS AND OVERTIME

Employees covered by this Agreement shall be paid for all hours worked in accordance with all other provisions of the Agreement and in accordance with the Fair Labor Standards Act (FLSA), to the extent the Act applies to the District.

The length of the work week and work day shall be as follows:

- A. **Full-Time Work**
All full-time employees within the bargaining unit shall have a normal work week of forty (40) hours, Monday through Friday. The normal work day for all full-time employees shall be eight (8) hours of work commencing with the start of the work shift.
- B. **Part-Time Work**
Part-time employees shall have a regular work schedule of less than forty (40) hours of work within a five (5) day period, Monday through Friday. The normal work day for all part-time employees will be eight hours or less.
- C. **Hours of Work and Work Days**
In accordance with the provisions of Article XVI, any mandatory increase or decrease in the hours or days assigned to an employee of a position the District will confer with the Union. The number of work days in a year for each classification are contained in Appendix B.

Work days and hours for newly created positions, the District will confer with the Union. In the event of a vacancy the supervisor will make contact with representatives from SEIU and confer about any change in hours and/or days prior to recruitment and selection.

- D. **Overtime**
 - 1. **Overtime Defined:** When an employee works longer than forty (40) hours per week, eight (8) hours per day, or any regular day off or holiday as defined by this Agreement. Overtime can only accrue when assigned approved hours by the supervisor. “Works” shall include all hours in pay status.
 - 2. **Overtime Compensation:**
 - a. All bargaining unit employees shall be compensated for overtime hours worked at the rate of one and one-half (1-1/2) times the employee’s regular rate of pay.
 - b. An employee assigned to overtime and eligible for comp time shall make an irrevocable choice each time such overtime is assigned whether to be compensated in cash or in comp time off until a maximum of two hundred and forty (240) hours of comp time has been accrued. When an employee is assigned to work overtime and has over two hundred and forty (240) hours of accrued unused comp time, the overtime shall be paid in cash. Compensatory time off shall be arranged at a time agreeable to the employee and his/her supervisor. An employee may not use more than eighty (80) hours of comp time at any one time without prior approval of the Superintendent. Each employee who is separated from service shall be entitled to payment for previously approved and documented accrued compensatory time at

the employee's base hourly rate at the time of the employee's separation. Comp time does not carry over to the next fiscal year and needs to be used before June 30 of the year granted. Ed Code 45129 requires that comp time to be granted within 12 calendar months following the month in which the overtime was worked.

3. All overtime must have the prior approval of either the Building Principal, the designated classified supervisor, or the Superintendent. Except in case of emergency as defined in this Agreement, an employee who works overtime without securing prior approval may be subject to disciplinary action.
4. Employees are not required to attend school events beyond their regular assignment or to take work home.
5. Except in the case of emergencies, overtime shall be on a voluntary basis.

E. Meal, Rest Periods, and Split Shifts

1. Meal Periods and Split Shifts

- a. Full-time employees shall be granted a duty-free meal period during each work shift. Said meal period shall not be less than thirty (30) minutes, not more than ninety (90) minutes, at or near the midpoint of the work shift. Per Ed Code sec. 45180 (b) each part-time employee employed for six (6) hours per day or more shall be entitled to an uncompensated duty-free meal period, if the employee so desires, during each work shift.
- b. Employees who have a non-duty-free meal period and are required to work during the meal period will bring the matter to the attention of their supervisor. The employee will either be granted overtime, CTO, or be allowed to go home early.
- c. In the event that the District wants to schedule a meal period longer than ninety (90) minutes for an employee, other than an employee working in the Child Care Program, the District and Union agree to meet and negotiate a split shift differential.
- d. For employees of the Child Care Program the following incentive pay will be paid in lieu of a split shift differential:

<u>Classification:</u>	<u>1st Payment:</u>	<u>2nd Payment:</u>
Lead CC Aide	\$125 December	\$275 June
CC Aide	\$100 December	\$200 June

Payment of the incentive pay will be made on the December 10th supplemental payment and the June 10th supplemental payment. Payments are based upon the fiscal year of July to June, and include the following eligibility restrictions:

- (1) To be eligible for the first payment in December of the fiscal year the employee must have been an employee of the District as of September 15th and have continuously remained in pay status with the District through December 10th.

- (2) To be eligible for the second payment in June of the fiscal year the employee must have been an employee of the District as of January 15th and have continuously remained in pay status with the District through June 10th.
 - (3) Employees of the Child Care Program hired after July 1, 1999 are not eligible for incentive pay.
 2. Breaks: All bargaining unit employees shall be entitled to rest breaks of at least ten–fifteen (10–15) minutes for each three–four (3-4) hours worked.
- F. Call Back Pay: Employees who are called back to work are eligible to receive a minimum of two hours pay at the overtime rate if the reason for the call back is an emergency and the employee is an 8 hour per day employee. (E.g. maintenance/custodial – safety hazard at school campus.) Part-time (less than eight hours per day) employees who are called back for service beyond their workday and agree to the service in advance will be compensated at their hourly rate for at least one hour of service as scheduled. Part time employees who are called back for an emergency service that is not previously scheduled will be compensated for a minimum of one hour at the overtime rate provided the call back is not related to the employee’s neglect of duty.
- G. Employee Work Year
 1. The work year for all classifications is contained in Appendix B.
 2. Compensation: All school year employees’ annual compensation, including vacation days and holidays shall be paid in ten equal monthly installments.
 3. Notice of Assignment: Each Instructional Aide will be given written notice of their assignment for the school year no later than five (5) business days prior to the first day of the school year.
- H. School Office Manager Work Year
 1. The School Office Manager annual compensation, including vacation days and holidays shall be paid in eleven (11) monthly installments. Vacation accrual shall continue as provided in Article IX, Vacation of this Agreement.
 2. The School Office Manager’s work year shall begin ten (10) work days prior to the first day of the instructional year and shall end five (5) work days after the last day of the instructional year. The School Office Manager and Site Administrator will schedule days beyond 195 by mutual agreement. The three (3) additional days may be used differently at each site.
 3. At the request of the Site Administrator and with the approval of the Superintendent, the Office Manager will work beyond the one hundred and ninety-eight (198) days. Any days worked beyond the one hundred and ninety-eight (198) shall be paid at the employee’s regular rate of pay, exclusive of overtime, and all normal benefits shall be accrued. If required to work overtime the provision of Article IV-Overtime, shall apply.

- I. **Change of Schedule:** Any permanent change in days or hours of work of an employee shall entitle the employee to overtime compensation for all hours worked outside his/her regular work schedule, unless the District has given the employee five (5) days advanced notice, or unless the employee requested the change.

- J. **Status Quo for Hours and Work Year**
The deletion of various contract clauses in Article IV (previous MOU) mentioning hours of work or days in the work year affecting discrete classifications do not include an intention to change the status quo for existing bargaining unit employee and/or positions.

ARTICLE V - PAY AND ALLOWANCES

A. Salaries

1. Salary Schedule: The salary schedule is as provided in Attachment B of this agreement. There shall be a total of eight (8) steps for each range. Classifications shall be placed on ranges as provided in Appendix B.
2. Salary Schedule Adjustments: The salary schedule will be adjusted effective per negotiated Agreement. (See Attachment B.)
3. Salary Schedule Step Movement: Except as provided below in this section, each employee will move one step annually on July 1st of each year until the employee reaches the top step for the range.
 - a. Each newly hired employee, who is employed by the District in a position on or before November 1st, will receive their first step increase on the immediately following July 1st. Each newly hired employee who was employed by the District after November 1st will receive their first increase on the second July 1st after his/her date of hire.

B. Longevity Pay: Longevity pay is a benefit to long term employees and is added to their regular pay at the completion of years 10, 15, 20, 25 and 30 with the below schedule of increases. The additional pay will begin the July 1st of the fiscal year in which the employee will reach the required length of service. If the employee’s hire date was after March 1st, longevity pay will begin the following July 1st. (For example, an employee’s eleventh year of service begins October 1st, the employee’s longevity begins July 1st of the same year.) The District shall provide longevity pay to classified employees based on continuous years of service to the District as follows:

Completed Years of Service:	Pay Increase:
10	3.0%
15	4.0%
20	5.0%
25	6.0%
30	7.0%

C. Mileage: An employee who provides a motor vehicle for travel required of him/her in the performance of District business shall be reimbursed at the current IRS rate per each mile driven in accordance with District policy.

D. Salary Schedule Placement:

1. Advanced Step Placement: The District, at its discretion, may place newly hired classified employees on the salary schedule up to Step 3 of the range. Such placement shall be based on past experience and training which is above the minimum or desirable experience and training stated in the job description.

2. Reinstatement: Any permanent employee who is laid off and who is rehired or reinstated in the same class within 39 months after their layoff shall be paid at the salary step at which they were paid at the time of separation.
 3. Salary Upon Promotion: An employee who is promoted in a classification allocated to a higher salary range than the classification from which he/she was promoted shall receive that salary of the step of the salary range for the new classification which would constitute an increase of at least five percent (5%), but not less than step 1 of the salary range for the new classification, and no higher than the top step of the new range. In addition, if an employee is entitled to longevity due to years of service to the District, the longevity percentage shall be added to the salary of the employee who has been promoted.
 4. Salary Placement When Assigned to More than One Position: If an employee is employed by the District in more than one position in the same classification, the employee's step placement will be the same step of the salary range as the employee held in the original position. If an employee is employed by the District in a new classification which the employee has not held before, but is on the same salary range, the District may do advanced step placement as provided in 1 above.
 5. Simultaneous Salary Movement: If an employee is scheduled to move to another step on the salary range during the same month in which an employee accepts a promotion or additional position, the step movement will be applied first and then the placement due to promotion or acceptance of more than one position.
- E. Salary Upon Transfer: When an employee transfers from one position to another in the same classification, 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.
- F. Salary for Working Out of Class: An employee assigned to perform work on a higher classification and who serves in excess of five (5) consecutive work days.
- G. Pertaining to the absence of the school Office Manager, the Office Clerk during their work hours may assume some of the Office Manager's responsibilities for the effective operation of the office during the absence. The Office Clerk will be compensated at their assigned step and range during their assigned hours in the absence of the Office Manager. Any additional daily time in the office to assist in the daily effectiveness of the school office will be approved by the site Principal and recorded on a timesheet for additional compensation.
- H. Stipend for Education:
1. An employee who wishes to complete job-related education beyond the minimum requirement for the position may make a request in writing to the Superintendent for prior approval.

2. If the Superintendent provides prior approval for the educational activities, the employee shall receive a one-time stipend of \$30 per unit (for purposes of this section, 12 hours = 1 unit.)
 3. Superintendent approval shall be based upon the relevancy and likelihood that the educational activity will directly improve the performance or the capacity by which the employee will carry out the responsibilities and roles of the position.
 4. For purposes of this Section, “hours” means time spent attending a workshop, seminar, technical school, or other such educational program or training. Where college units are not awarded, a full day workshop will be counted as one unit.
 5. The employee must submit written proof of satisfactory completion of the course, workshop, etc.
 6. Courses or workshops taken on paid work time and/or paid for by the District will not count toward the hours or units necessary to qualify for this stipend.
 7. Each employee may only receive credit for up to 12 units per any one fiscal year.
- I. Food Service Workers. Effective July 1, 2004 this position will be paid at Range C (move from Range B).
 - J. Child Care Site Directors. Effective July 1, 2004 this position will be paid at Range F (move from Range E).

ARTICLE VI - TOOLS AND EQUIPMENT

- A. Tools: The District agrees to provide all tools and supplies it deems necessary to bargaining unit employees for the performance of employment duties.
- B. Safety Equipment: The District agrees to provide any safety equipment necessary to employees for the safe performance of employment duties.

ARTICLE VII - HEALTH AND WELFARE BENEFITS

A. Full-Time Benefits

1. Any Classified full time district employee will have the opportunity to choose a medical plan from a list of negotiated options. Full time employees receive the District contribution of \$1300/month plus half of the remaining premium balance. Full time employees have the responsibility of paying the second half of the remaining premium balance through payroll deduction.
2. The District will continue to pay the full cost of premiums for the following plans that are currently offered in the District:
 - Dental Plan for employee and family
 - Vision Service Plan for employee and family
 - Life and Accident Policy for employee
3. Section 125 Plan
 - a. All Classified employees will have the opportunity to meet with the District's third party partner, American Fidelity, to set up a Section 125 Plan. These plans are used to have medical premiums set up as pre-taxed payroll deductions as well as Health Savings Account (HSA). The guidelines for these accounts will be under the third party's account rules.

B. Part-Time Benefits

1. The District will offer health/welfare benefits on a pro-rated basis to part-time employees whose regular daily work hours, are four (4) hours or greater.
2. Hours worked by a District employee in more than one position will not be counted in determining if an employee is eligible for health, dental, or vision benefits, unless one of the positions is for at least 4 hours per day, or the total hours worked exceed 6 hours per day. Such hours will also not be counted for proration of the District's contribution towards health, dental, or vision benefit premiums, unless one of the positions is for at least 4 hours per day, or the total hours worked exceed 6 hours per day. This provision shall not affect employees who were enrolled in health, dental, and/or vision benefits as of February 28, 1998.
3. 10 & 11 Month Employees: For employees that have assignments less than 12 months, their health premiums are deducted for the annual rate during their regular payroll pay cycle. For these employees that choose to end their employment at the end a school year, their medical coverage will end as of June 30th of that year. For the employees that intend to return to their position at the beginning of the next school year, the District shall continue to pay its share of the cost of the premium as specified above in this Agreement during the summer months. The employee shall continue to pay their share of the premium for the summer months. Should an employee fail to return to work at the start of the school year, the employee shall be liable for the full cost of the summer premiums paid by the District.

- C. Benefits for Retirees: Retired employees have the option to work with the District's benefit administrator to continue receiving health benefits after they leave the district as a retiree. The payment of any retirement premiums is solely the responsibility of the retiree to the benefit administrator.
- D. Change In Plans: There shall be no change in health, dental, or vision plans without written agreement of the Union during the term of this Agreement. The Union agrees to reopen negotiations on the subject of plans offered whenever the District believes it has found a less expensive plan providing the same or better coverage.
- E. COBRA: Under certain circumstances as provided by law under COBRA a former employee, an employee's former spouse, and/or an employee's dependent may be entitled to continue participation in the group health insurance plans at no cost to the District. Please see Appendix E for the specific criteria for entitlement for coverage.
- F. TB Tests & Fingerprinting:
 - 1. The District agrees to pay the full cost for any TB test required as a condition of employment or continuing employment.
 - 2. The District shall receive a background clearance check prior to the first day of service. The cost of such clearance shall be borne by the District.

ARTICLE VIII - HOLIDAYS

- A. The following shall constitute paid holidays for all year round bargaining unit employees:
1. New Year's Day (January 1)
 2. Martin Luther King's Birthday (3rd Monday in January)
 3. Lincoln's Birthday (February 12)
 4. Washington's Birthday (3rd Monday in February)
 5. Memorial Day (Last Monday in May)
 6. Independence Day (July 4)
 7. Labor Day (1st Monday in September)
 8. Veteran's Day (November 11)
 - 9/10. Thanksgiving Day and the Day After Thanksgiving
 11. Christmas Day (December 25)
 12. Juneteenth (June 19)

Employees with an assignment of 10 or 11 months, the Independence Day and Juneteenth Holidays do not fall within their work schedule, therefore, these employees are not compensated for these days.

Each employee also has the benefit of two In-lieu Days. These additional days are explained in Section C below.

Every day appointed by the President or the Governor of this state if resulting in closure of the District, as provided for in subdivisions (h) and (3) of Section 37220 of the Education Code for a public fast, thanksgiving or holiday, or any day declared a holiday under Education Code Section 1318 or 37222 for classified employees.

B. Holiday Observance:

1. If a paid holiday falls on a Saturday, the preceding Friday shall be the holiday. If a holiday falls on a Sunday, the following Monday shall be the holiday.
2. Those employees who normally work on Christmas and New Year's Eve shall be excused from their work sites early, upon determination by their supervisor, that all work assignments have been satisfactorily completed for that day. There shall be no loss in pay for such early dismissal.

C. In-lieu days:

Employees with less than a 12 month assignment, compensation for the in-lieu day will be paid as part of the annual salary. One In-Lieu Day is assigned in the Fall semester and one other is assigned to the Spring semester.

For 12 month employees, they have the option to use and In-Lieu Day as an additional day off, one in each semester, that will not affect any other earned leave. These days need to be used by June 30th of each year and cannot be carried over to the next fiscal year.

D. Compensation for Holidays

1. Holidays Worked: Any employee required to work on any paid holiday shall be paid at the appropriate overtime rate (double time) for all hours worked.
2. Full-Time Employees: Each full-time employee shall be compensated with eight (8) hours pay for each of the holidays listed above to which they are entitled under the provisions of this Agreement as specified in Appendix B.
3. Part-Time Employees: Each part-time employee shall be compensated for the holidays listed above to which they are entitled. Compensation is based on their assigned FTE.
4. For employees working less than twelve (12) months, all holidays are built into the annual salary received, including in lieu days.

ARTICLE IX - VACATION

A. Accrual Rate

1. Each classified employee shall accrue vacation leave at these rates:

<u>Completed Years of Service</u>	<u>Accrual Rate</u>
0 - 5 years	1 day/month
6 - 10 years	1.5 day/month
over 10 years	2 days/month

2. Part-time employees shall accrue vacation benefits based on the list above at their prorated FTE assignment.
3. For purposes of vacation accrual, all aides and school office managers shall be considered employees of the District through June 15 of each year.

B. Vacation Schedules

1. Vacation time may be taken off by an employee upon application to the immediate supervisor at a mutually agreeable time, so long as the use of vacation time does not unduly disrupt the operations of the District. Each employee who has accrued vacation time and is scheduled to work during the winter break, may take up to two (2) vacation days during the winter break with prior approval of the employee's supervisor. The employee must submit the vacation request at least ten (10) working days in advance of the time off request. Requests for more than two (2) days of vacation time off during the winter break will be considered on a case by case basis. Denials may be appealed to the Superintendent. In the event of conflicts, seniority and rotation will be considered in the scheduling of vacations.
2. Holiday(s) falling within a vacation period shall not be counted as a vacation day.
3. For 12 employees, vacation time is granted monthly based on the above list and can accrue up to 2 fiscal calendar years at a time. Vacation time must be taken or paid out no later than the year following the fiscal year in which it was earned.
4. For employees working less than twelve (12) months, all accrued vacation pay is built into the monthly salary received. Therefore, paid vacation days off are not allowed during the assignment year.

- C. Payment for Unused Vacation: Each 12 month employee is entitled to pay out of unused, accrued vacation to be computed on the basis of the employee's regular hourly rate of pay. The pay out is for any balance above the current plus one year prior accrued. The remainder can be left to use for the following year.

ARTICLE X - LEAVES

A. Sick Leave

1. Sick Leave Accrual

Each classified employee shall accrue and accumulate sick leave with full pay at the rate of one (1) day per month of employment. Sick leave is cumulative without limit.

When hired, each probationary employee is credited with the number of days of sick leave equal to the number of months of service scheduled from the date probationary employment began until the following July 1, subject to prorating as necessary. Each July 1, thereafter, the employee is credited with the amount of sick leave that will accrue for service scheduled during the fiscal year.

For purposes of sick leave accrual, all Aides and School Office Managers shall be considered employees of the District through June 15 of each year.

2. Use of Accrued Sick Leave:

When circumstances justify, an employee may use the amount of sick leave credited to their account at the beginning of the leave.

New employees may use only six (6) days of such leave until the first day of the calendar month following completion of their six (6) months probationary period with the District. An employee absent due to personal illness or injury will receive the same pay they would have received had they worked their regular schedule on that day.

3. Verification of Illness or Incapacity:

The administration may request a doctor's statement for absences when there is any reason to doubt the validity of an employee's excuse.

4. Other Authorized Use of Sick Leave:

Employees may use the amount of sick leave necessary to undergo medical or dental treatment or examination.

5. Pregnancy Disability Leave(PDL)

The District will follow the California Pregnancy Accommodated and Disability Leave laws pertaining to any classified employee. This includes allowing the employee to come back to their position and continuing their medical benefits while on leave.

- a. PDL is up to four (4) months of unpaid leave with a medical note stating its necessity. As state employees, we do not pay into any State Disability Plan and therefore this is not a means of payment for the PDL leave. If the employee pays for a third party disability plan, they can work with the third party for income during the leave.
- b. If an employee on PDL does not have a third party disability plan, they can opt to use their accrued sick leave.

- c. Per EdCode 45193, the District *may* provide for paid or unpaid leave for pregnancy or convalescence following childbirth and may provide by rules and regulations regarding proof of pregnancy, time during pregnancy when leave shall be taken, length of absence after childbirth, and whether the leave will be with or without pay although the employee retains the right to use sick leave and extended illness leave.
- d. Pregnancy disability leave may be taken intermittently or on a reduced work schedule when medically necessary, as determined by the unit member's health care provider.
- e. Pregnancy disability leave under this section shall run concurrently with CFRA. It is the intent of this section to implement the terms and conditions of Government Code 12945, and further interpretations of this law will apply.

B. Personal Necessity Leave:

1. For classified staff, the Education Code provides four (4) authorized reasons to take personal necessity leave: (1) Death of a member of his or her immediate family when additional leave is required beyond bereavement leave; (2) Accident, involving his or her person or property, or the person or property of a member of his or her immediate family; (3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction; and (4) Other reasons that the governing board may prescribe. (Ed. Code § 45207.)

A maximum of seven days per year of accumulated sick leave may be used by an employee for Emergency Necessity Leave. The employee shall submit a request for Emergency Necessity Leave not less than one work day prior to the beginning date of the leave, except where emergency circumstances make such notice impossible. The prior approval requirement shall not apply to the following circumstances: Death or serious illness of a member of the immediate family and accident involving the employee or their property, or the person or property of a member of the immediate family.

When prior approval is not possible, the employee shall notify the District as soon as reasonably possible and shall notify the Site Administrator of the expected duration of the absence. The Site Administrator is responsible for granting or denying all Emergency Necessity Leave requests.

2. Personal Business Leave: A maximum of two (2) days leave, deducted from sick leave, shall be granted to a classified employee for urgent personal reasons; the employee need not supply the District with the proper use of Personal Business Leave. The following are not to be considered proper uses of Personal Business Leave.
 - a. Political activities or demonstrations
 - b. Vacation, recreation, or social activities
 - c. Extension of a school holiday or vacation

- d. Unit member's association activities
- e. Pursuit of other employment

C. Industrial Accident or Illness Leave (IA Leave): Pursuant to the provisions of Education Code Section 45192, a classified employee shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

1. The accident or illness must have happened during the course of the employee's work day and must have been during the course of employment by the company providing the insurance.
2. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, but not to exceed sixty (60) days in any fiscal year. Industrial Accident or Illness will commence on the first day of absence.
3. Allowable leave shall not be accumulated from year to year. If the school year ends, employee may take the balance if IA leave in next fiscal year.
4. The leave under these rules and regulations shall commence on the first day of absence.
5. Each day of absence during the initial 60 days (or other period established by rule/regulation) counts as use of a full-day if IA Leave regardless of the amount of temporary disability the employee receives. Employee's receipt of temporary disability does *not* result in a pro-rated use of IA Leave.
6. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
7. The employee receives equal to 100% of their full salary (i.e. full salary less temporary disability pay)
 - a. While receiving workers' compensation, the employee shall endorse the temporary disability check to the district. The district, in turn, will issue the employee a regular salary check with the usual authorized contributions deducted. Temporary disability payments are non-taxable.
8. The benefits provided by these rules and regulations shall be applicable to all employees immediately upon becoming an employee of the District.
9. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave (Education Code Section 45191), and his absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he may elect to take as much of his accumulated sick leave which when added to his temporary disability indemnity will result in payment to him or not more than his full salary.

10. Single Income for Paid Leaves - Administrative Procedures: During all paid leaves of absence, whether industrial accident leaves, sick leave, vacation, compensated time off, or other available leave provided by law or by action of the Board of Education, the employee must endorse to the District wage loss benefit checks, received under worker's compensation laws of the state. The District, in turn, will issue the employee appropriate warrants for payment of wages or salary and will deduct normal retirement and other authorized deductions.
 11. Job related Illness/Injury Duties Adjustment/Reassignment When an employee suffers a job-related illness or injury, the District agrees to follow the provisions of the Americans with Disabilities Act and all other federal, state, and local regulations and laws concerning reasonable accommodation.
- D. Bereavement Leave: All District personnel shall be allowed three (3) days absence without loss of pay, in the case of death in the immediate family. Five (5) days leave shall be allowed if travel of over 300 miles one-way is involved. Employee shall indicate on absence verification that travel over 300 miles one-way was required. The immediate family is defined to mean husband, wife, father, mother, brother, sister, child, mother-in law, father-in-law, grandmother and grandfather of the employee or spouse. (The provisions of this leave are not cumulative.) If an employee needs to be absent from work for a period longer than provided under bereavement leave, the employee may use Personal Necessity Leave as defined in Section B.
- E. Leave for Jury Duty: Bargaining unit employees may be absent from duty to serve on a jury or to appear as a court witness (private business excluded) without loss of pay. Any amount paid for services on a jury or as a witness, however, becomes due and payable to the District, except that an employee may retain any fee paid as a travel allowance. An employee serving on a jury who has a work shift that begins on or after 12: 00 p.m. shall be placed temporarily on the day shift for the duration of that service, and the employee shall be considered to have worked his/her shift for that day.
- F. Subpoena Leave: If a bargaining unit employee is subpoenaed as a witness in court, or appears as a witness for the Board of Education without a subpoena, no salary deduction will be made for such absence. However, any amount received as witness fees must be endorsed to the District and forwarded to the District Office. A subpoena or letter from the attorney representing the Board stating that employee was called as a witness for the Board must be filed with the District Office in accordance with provisions of the Ed. Code. An employee serving as a witness, who has a work shift that begins on or after 12:00 p.m., shall be placed temporarily on the day shift for the duration of that service, and the employee shall be considered to have worked his/her shift for that day.
- G. Temporary Military Leave:
1. A bargaining unit employee who are former members of the armed forces and former or current members of the National Guard or federal reserve is entitled to temporary military

leave of absence in accordance with provisions of Section 395 of the Military and Veterans Code and Section 45191.5 of the California State Education Code.

2. All employees who are reserve members of the armed forces are requested to make every effort to arrange for active duty for training during their vacation periods. However, if there are circumstances wherein reserve or draft deferred status would thereby be jeopardized, or if there are other extenuating circumstances, the employee would file a written request to the District Office giving full particulars therein before requesting orders for active duty training. A copy of this written request should be given to the immediate supervisor.
3. A copy of the military orders must accompany the request for leave.

- H. Conference Attendance: One bargaining unit employee who attends SEIU State Conference as an official delegate may do so without loss of pay or vacation time for up to two (2) days. While the District will give the employee time off for conference attendance as an official delegate, it will not pay any portion of the expense incurred. SEIU will comply with the reimbursement requirements in Ed Code sec 45210, to the extent they are applicable.
- I. Holidays During Leave: When a holiday occurs during a paid leave of absence (vacation, illness or other), the holiday shall not be charged as a day of leave.
- J. Benefits Upon Returning From Leave: If an employee elects to discontinue a benefit during a family leave, at the end of the family leave the employee is entitled to reinstate the benefit at the same level as they were participating prior to the leave. An employee is not entitled to all previously accumulated sick leave benefits if they were used concurrently during the paid leave of absence.
- K. Benefits Upon Retirement or Termination: Upon retirement or termination, an employee shall be paid in full for all vacation. As long as such is allowed and provided for by law, each employee, who separates from District service through retirement, shall be entitled to have all unused accrued sick leave credited to the employee's hours of service credits for purposes of retirement under CalPERS.

For the term of this agreement, the District will continue to discuss retiree benefit packages with the union and all eligible employees who would be entitled to participate. Any agreement shall be of mutual benefit to the District and the employee. The Union will be consulted with regards to any such retirement agreement.

- L. Leave Without Pay
1. Classified employees shall be eligible for leave of absence without pay for periods not to exceed twelve (12) months, when approved by the Board of Trustees, for reasons including, but not limited to illness, disability, pregnancy, study or travel.
 2. An employee on an approved unpaid leave of absence shall be entitled to return to their previous job class (Ed Code 45195 and 88195). Provided that there has not been a

reduction in force or hours, such employee shall be entitled to a position with the same number of assigned hours as that which he/she held prior to commencement of the leave. It is understood that the District shall not be obligated to return the employee to a particular work site.

3. Should an employee exhaust sick leave and go on medical or maternity leave without pay, the District will continue to pay the employee's normal insurance contributions for the first thirty (30) days.
4. An employee whose medical benefits are not paid by the District, may elect to continue participation in the health benefit plans at the employee's own expense for the period of time the employee is on an approved leave of absence, subject to carrier approval.
4. A leave without pay will not adversely affect an employee's eligibility for vacation or longevity pay entitlements based on time worked before and after the leave.

M. Parental/Child Bonding Leave (Paid)

- a. Unit members with at least 12 months of service with the District are eligible to take up to 12 workweeks of **unpaid** parental/child bonding leave within the 12-month period following the birth of a child of the unit member or the placement of a child with the unit member in connection with adoption or foster care.
- b. Unit members utilizing unpaid parental leave under this section shall use their accrued sick leave to receive full pay during this leave. Upon exhaustion of current and accumulated sick leave, the employee is entitled to partial pay at the rate of 50% of the employee's regular pay rate.

An eligible employee may elect to take unpaid leave and reserve their sick leave. In this case, the employee would not be eligible for partial pay under EdCode Parental Leave. The partial pay eligibility is conditional upon exhaustion of all sick leave, and their entitlement to CFRA "baby bonding" leave would be reduced by the period of leave. The employee shall continue to receive health and welfare benefits. No unit member will receive both regular and differential pay.

- c. The unit member shall provide the District with at least 30 days' advance notice of the expected date of delivery signed by a health care provider, or with the expected date of placement of the child in the home of the unit member in the case of adoption or foster care. If 30 days' advance notice is not possible, the unit member shall notify the District of the expected date of birth or placement as soon as possible.
- d. If both parents are employees of the District, both shall be entitled to this leave up to a cumulative 12 weeks unless the law requires more.

- e. Parental leave under this section shall run concurrently with baby bonding leave under CFRA. It is the intent of this section to implement the terms and conditions of Education Code section 44977.5 and Government Code section 12945.2, and further interpretations of these laws will apply.

Following the 12 workweek period of parental/bonding leave, the unit member may request, and the Board in its sole discretion may grant, an additional unpaid child rearing leave in accordance with the other provisions of this Article.

N. Substitutes During Leave: When the employee is on a paid approved leave, other than differential pay, such as extended sick leave, the employee shall continue to receive their regular pay without any deduction for the cost of hiring a substitute.

O. Catastrophic Leave

1. Definition: Catastrophic leave is a paid leave of absence due to an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off (Cal. Educ. Code 44043.5(a)(1) verifiable, long-term illness or injury such as, but not limited to, cancer or heart attack, which clearly disables the individual for 30 calendar days or more.
2. Coverage: A permanent employee who has worked for the District for a minimum of one school year may apply, subject to approval of the Board, for coverage at the time of the injury or illness for such leave due to their own serious illness/injury or the serious illness/injury of an immediate family member, with family member defined as the spouse or dependent child.
3. Other Leaves: An employee must first exhaust all accrued paid leave before qualifying for catastrophic leave.
4. Catastrophic Leave Donation & Deduction
 - a. Donation:
An employee may donate sick leave hours on behalf of any other bargaining unit member who qualifies to use catastrophic leave. Donations will be in the form of sick leave hours.

Classified employees donating sick leave to the catastrophic leave bank must donate in increments of whole hours. The donating employee must have a balance of 1-year's sick leave after the donation to the catastrophic bank.

- b. Deduction:
When an employee uses catastrophic leave deductions from the catastrophic leave bank it will be the amount which is equivalent to the employee's regular rate of pay of leave withdrawn from the bank. No employee shall use more than the total number of hours donated on their behalf.
- c. Donated hours credited to the catastrophic leave bank, but which were not used by the employee for whom they were donated, will be credited back to the employees making the donation pro rata.
- d. Catastrophic leaves shall not be used in conjunction with any long or short-term disability benefits, workers' compensation or social security. Employees on catastrophic leave shall not accrue vacation or sick leave.

P. Family Care Leave: It is the intent of this section to make available to employees' leave under the Federal Family Leave Act (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2). This section shall be applied and interpreted in accordance with the state and federal law and regulations.

The District shall abide by Federal and State family care leave requirements as well as related leaves within this Agreement.

ARTICLE XI - GRIEVANCE PROCEDURE

A. Definitions:

1. Grievance: an allegation that the grievant has been directly and adversely affected by a violation of a specific provision of this Agreement.
2. Grievant: an employee or group of employees of the District covered by the terms of this Agreement.
3. Day: any day in which the District Office of the school district is open for business.

B. Level I: Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor within twenty (20) days after the occurrence of the act or omission giving rise to the grievance.

C. Level II: If the grievant is not satisfied with the decision at the Level I conference, then within ten (10) days after the informal conference, the grievant may present the grievance in writing on the prescribed form to the immediate supervisor. This statement shall be a clear, concise statement of the specific section of the collective bargaining agreement allegedly violated, the circumstances involved, and the decision rendered at the informal conferences, and the specific remedy sought.

The immediate supervisor shall communicate his or her decision in writing within fifteen (15) days after receiving the grievance. Failure by a grievant to appeal the decision within the specified time limit shall be deemed an acceptance of the decision.

D. Level III: In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the form prescribed by the District to the Superintendent or designee, within ten (10) days after receiving a decision from Level II. 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 the decision in writing to the grievant within fifteen (15) 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.

E. Level IV

1. In the event the grievant is not satisfied with the decision at the Level III, he or she may, within ten (10) days after the receipt of the decision from the Superintendent or his or her designee, request in writing that the Union submit the grievance to the Grievance Appeals Committee. If not submitted by the Union, the decision at Level III shall become final. The Union shall identify each aspect of the Superintendent's decision with which the grievant disagrees.

2. Grievance Appeals Committee

The committee shall be composed of three (3) people selected as follows:

- One (1) appointee made by the Union
- One (1) appointee made by the District
- One (1) member chosen by mutual agreement of the other two members.

If the Union and District representatives cannot agree on a third party, they will contact State Mediation and Conciliation for a list of five (5) arbitrators. The parties shall alternately strike names from the list until only one remains. The remaining arbitrator shall serve as third person on the committee. Which party strikes the first name shall be determined by chance, such as tossing a coin.

3. Committee Procedures: The committee shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. The authority and jurisdiction of the panel shall be limited to deciding whether there has been a violation of this Agreement and determining an appropriate award, adjustment, or other remedy. The decision of the committee shall be made solely upon the facts, evidence, and arguments presented to the panel by the respective parties.

Unless the parties agree otherwise, the panel shall render a decision in writing within thirty (30) days following the hearing. This panel alone has the power to render a final and binding determination of the grievance.

4. Costs

Arbitrator: If an arbitrator serves as the third member of the committee, the cost of retaining the arbitrator shall be borne equally between the Union and the District.

Other Costs: All other costs incurred by the parties individually such as attorney fees and witness fees shall be borne by the party incurring such costs.

Court Reporter: If a court reporter is required by the panel or if the parties mutually agree to have a court reporter present, the parties shall split the cost. Each party shall pay for its own transcript. If there is no mutual agreement, either party may retain a court reporter at its own expense. However, if the party not agreeing to the court reporter requests a transcript, that party shall pay for the transcript and half of the cost of retaining this court reporter.

F. Miscellaneous

1. During the pendency of any grievance, the grievant shall continue the assigned functions until a resolution of the grievance is final. Employees who file a grievance or who

participate in a grievance procedure shall be free from harassment or retaliation by the District as a result of filing or participating in a grievance.

2. Time limits for appeal provided at each level shall begin the day following receipt of written decisions by the parties in interest. If the District does not respond within any of the time limits specified in each level of the grievance procedure, the grievant is entitled to proceed to the next step of the procedure. Time limits may be extended by mutual agreement of both parties. Such extensions shall be confirmed in writing.

ARTICLE XII - DISCIPLINE

- A. Definition: A personnel action which results in the dismissal, demotion or suspension of a bargaining unit member for one or more of the following enumerated causes.
- B. Counseling: All counseling and/or work performance meetings will be held in private and no verbal disciplinary remarks about an employee's work performance will be made in front of other employees. Any written material concerning an employee's work performance will be kept confidential.
- C. Meetings: 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. Whenever possible, the employee will be allowed to conclude his/her current work project before meeting with the supervisor/manager.
- D. Representation: If an employee is requested to answer questions which he/she believes may lead to his/her discipline, the employee will be allowed 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.
- E. Recommendation for Disciplinary Action: A recommendation for suspension, demotion or dismissal may originate with the principal of a school or a supervisor. Such recommendation shall be in writing to the Superintendent.
- F. Evaluation of Recommendation:
 - 1. The Superintendent shall investigate the charges, and shall recommend such disciplinary action as he or she deems appropriate and provide the employee notification of the proposed action and the employee's opportunity to appeal the proposed discipline pursuant to H below. This action shall be ratified by the Board at the next regular meeting.
 - 2. The notification to the employee shall contain:
 - a. A statement in ordinary and concise language of the specific acts and omissions on which the disciplinary action is based, a statement of the cause of the action taken, and, 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.
 - b. A statement that the employee has a right to appeal the decision of the Superintendent and to have a hearing before the governing board on the stated charges. The appeal must be made within five (5) days after receipt of the written charges, and must be in writing or on the card or paper sent with the notice. The signing and filing of the card or paper shall constitute a demand for hearing and denial of all charges.

G. Grounds for Discipline

Grounds for disciplinary action, including suspension and dismissal are as follows:

1. Incompetency or inefficiency in performance of the duties of his/her position.
2. Insubordination (including, but not limited to, refusal to do properly assigned work.)
3. Carelessness or negligence in the performance of duty or in the care of District property.
4. Discourteous, offensive or abusive language or conduct toward another employee, a pupil, or a member of the public.
5. Dishonesty.
6. Drinking alcoholic beverages on the job, or reporting for work while intoxicated.
7. Unlawful possession, use, sales or otherwise furnishing, arranging to furnish or under the influence of any controlled substance, as defined in Section 11007 of the Health and Safety Code, an alcoholic beverage or intoxicant of any kind.
8. Engaging in political activity during assigned hours of employment or otherwise in violation of applicable regulations or policies of the governing board.
9. Arrest for a sex offense as defined in Education Code Section 44010 (suspension), and dismissal if found guilty.
10. Conviction of any crime involving moral turpitude.
11. Conviction of a narcotics offense as defined in Section 44011 of the Education Code.
12. Repeated and unexcused absence or tardiness.
13. Abuse of leave privileges.
14. Falsifying any information supplied to the School District, such as information supplied on application forms, employment records, or other District records.
15. 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.
16. 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.

17. Willful or persistent violation of the Education Code or policies or regulations of this District.
18. Any willful failure of good conduct tending to injure the public service.
19. Abandonment of position.
20. Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.
21. Violation of local state or federal law resulting in cancellation of license required for assigned duty.

H. Appeal for Hearing by the Board

1. Upon receipt of an appeal from intended disciplinary action, the governing board will consider the appeal, and within thirty (30) days after receipt of the appeal, shall conduct a hearing as provided by law and render judgment to affirm, modify, or revoke the action being appealed.
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.
3. All hearings shall be held in closed sessions of the governing board unless the appealing employee requests an open hearing on his/her written appeal.
4. The finding and decision of the governing board on the appeal shall be final and conclusive on all parties.

ARTICLE XIII - SEVERABILITY AND REPLACEMENT

In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet to negotiate within thirty (30) days for the purpose of arriving at a mutually satisfactory replacement for such article or section. Such invalidation or suspension of an article or section of this Agreement shall not invalidate or suspend any remaining portion which shall continue in full force and effect.

ARTICLE XIV - SAFETY

- A. Safe Work Environment: The District acknowledges its duty to comply with all applicable federal, state and local health and safety regulations, which includes the provision of a safe and healthful work environment for all employees.

The District shall make hazard report forms readily available to all employees in all work sites; and to train employees on the use of such reports.

- B. Safety Training: The District shall provide health and safety training to employees on a regular basis. Safety training for new hires will be scheduled as close to their date of hire as possible.

ARTICLE XV - MAINTENANCE OF BENEFITS

- A. Except as this Agreement shall otherwise provide, all terms and conditions of employment which are mandatory subjects to 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 matters and is in conflict or inconsistent with the District policy.
- B. Payroll Deductions - Voluntary: Employees electing to participate in any of the following programs shall authorize payroll deduction:
1. Employee share of pro-rata fringe benefits
 2. Credit Union
 3. Additional withholding tax
 4. Savings Bonds
 5. District insurance programs

Arrangements may be made for payroll deductions for insurance programs at the time of initial employment. Within the first ten (10) days of employment, the District Office shall supply each employee with written information regarding insurance programs. The employee shall sign, verifying receipt of this information. Election to participate in insurance programs shall be made during the first thirty (30) days of employment, or subsequently when the insurance company declares a reopener.

ARTICLE XVI - EMPLOYMENT PROVISIONS

A. Position Classification Plan

1. Job Classification: There shall be a Job Classification established for each position in the bargaining unit. The job classification will be based on a position description and will include at least the following information: job title, a list of the typical duties, type of supervision received, the minimum qualifications including required knowledge and abilities, education, training, experience, physical demands of the position, required licenses or certificates, and any other special requirements.
2. New Positions: The Superintendent will evaluate the typical duties and minimum qualifications of each newly created position to determine if the position fits within the position description for an existing job classification.

If the Superintendent determines the duties and qualifications are sufficiently similar, the Superintendent will notify the Union of the District's intent that the position will be allocated to an existing job classification. The Union will have up to 10 work days from the date the notice is received from the District to object to the position classification determination. If the Union makes no objection the position will be placed in the job classification. If the Union makes an objection to the District within the ten days, the District and the Union will meet and confer to resolve the issues in dispute.

If the duties and/or minimum qualifications are not sufficiently similar to an existing position the District and the Union will meet and confer to develop an appropriate job classification and determine the appropriate compensation level.

3. Reclassification of an Existing Position: Any substantial ongoing change in the duties assigned to a position will be promptly reported to the Union. Within 30 days the District and the Union will meet and confer to develop a new accurate job description and determine the appropriate compensation level.

When a position is reclassified from one classification to another, any incumbent who achieved permanent status in the previous classification shall continue without examination in the new classification, with the same status and step placement as he/she held in the previous classification.

If there is no incumbent, or the incumbent has not achieved permanent status in the previous classification, the reclassified position will be treated as a vacancy. The incumbent may apply for the position through the hiring process as specified in this agreement.

4. Vacancies
 - a. Determining Vacancies: The District shall have the sole authority to determine when there is a vacant position.

b. Promoting Within the Bargaining Unit:

1. The District shall post an announcement of any vacated or newly allocated position. Such announcement shall be posted in all District facilities sufficiently in advance of the final filing date to provide a reasonable period in which qualified employees of the District may apply, typically at least seven calendar days. During Summer Break such notices shall be emailed to each employee's district email address to those that have requested such emailing at least 5 days before the final filing date.
2. Employees interested in promotion should file a written application with the District Superintendent.
5. All other things being equal, vacancies will be filled on the basis of seniority from the following groups in the order below:
 - a. permanent employees
 - b. probationary employees
 - c. new applicants
6. Filling Vacancies: All applicants for a position shall be in writing. To be considered, all applicants must comply with I-9 requirements as specified by law and must possess all minimum qualifications for the position. All District employees who meet the qualifications for a position will be considered for the position in accordance with the provisions of this agreement.

When a position is created or an existing position becomes vacant, the District shall first offer the opportunity to apply to bargaining unit employees serving in the same classification.

B. Job Sharing

1. Job Sharing is defined as the practice of two part-time employees filling one full-time position and having a written agreement as to hours of work and assignment of duties.
2. A job sharing request must be in writing and signed by both employees making the request. All job sharing requests will be reviewed by the impacted Site Administrator for input and comments. Approval or denial is the sole discretion of the Superintendent and will be given to the employees in writing.
3. Each request for employees to participate in a job sharing assignment will be considered on its individual merits and the compatibility of the employees making the request.
4. Salary and benefits for employees in an approved job sharing assignment will be prorated based on the number of hours each employee is scheduled to work. Both employees will retain eligibility to participate in the group insurance plans.

5. A job sharing agreement may be terminated by either of the participating employees, or by the Superintendent. Any party wishing to terminate the job sharing agreement will give the other parties at least two weeks advanced written notice.
 6. If a job sharing agreement is terminated because one of the employee separates from the District, the position will continue as a full-time position and the remaining employee will be offered the opportunity to return to full-time work.
- C. Layoff: Any reduction in assigned time shall be treated as a layoff and subject to negotiations in accordance with applicable Education Code provisions. The District shall notify the Union at the earliest possible time of any anticipated layoff and/or 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. Because of lack of work or lack of funds, the number of employees may be reduced or positions may be consolidated.

1. Order of Layoff

Whenever it is necessary to lay off one or more employees, employees with less seniority in the affected classification shall be laid off before those with greater seniority in the affected classification. Seniority is based on date of hire and continuous service to the District in the same or a higher classification except as provided below.

An employee whose position is being eliminated or whose hours are being reduced has the right to displace a less senior employee and assume the duties of the less senior employee. The less senior employee so displaced will be the employee actually laid off.

When two (2) or more employees in the same classification have the same employment date or promotion date in the same classification, a lottery system will be held to determine the seniority ranking for purposes of layoff.

For purposes of this section the classifications of Instructional Aide I & II Special Education, Instructional Aide I and Instructional Aide II are considered the same classification. All other positions are separate classifications and will not be considered the same for purposes of layoff

An employee who is not being laid off may not bump another employee out of a position. Such employee may submit a voluntary transfer request to the District which will be considered, and may be granted or denied, taking into account the educational needs of the District and whether or not there are any existing vacancies. The District may also involuntarily transfer employees so long as the District follows the contract language on involuntary transfers.

2. Notice of Layoff: When the District intends to implement a layoff each affected employee must be given a minimum of sixty (60) days advanced written notice of such intent, with a copy to the Union.
3. Vacant Positions: If a position is eliminated for lack of work and/or lack of funds, the incumbent employee shall be offered any existing vacant position in a job classification of equal or lesser status for which he/she is qualified.

For purposes of this section "equal or lesser status" is determined by the salary range assigned to the classification and the minimum qualifications for the classifications. Classifications on the same salary range with similar minimum qualifications will be considered equal and employees subject to layoff may fill a vacant position so long as the employee meets the minimum qualifications for the position. Employees who have not previously served in the classification will serve a six-month probationary period.

The employee must exercise his/her right to accept the vacant position within five (5) business days after the receipt of notice of such employment. Seniority will prevail where more than one (1) incumbent is involved. An employee who elects not to accept a vacant position and who has more seniority in the same classification may still elect to displace the less senior employee.

4. Re-Employment: Employees laid off because of work or lack of funds are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants for all positions for which they are qualified. Re-employment shall be in the reverse order of layoff.

D. Transfer

1. Definitions:

Transfer: a voluntary (employee initiated) or involuntary (District initiated) change in assignment from one (1) job site to another in the same classification within the bargaining unit.

Job site: The location where the employee is normally assigned and performs his/her duties, or the location from which the employee performs duties through the District.

2. Assignments: Employees are employed by the District and are therefore subject to and eligible for transfer within the various job locations supervised by the District. The District as the right to determine when there is a vacant position. The District shall attempt to accommodate transfer requests from employees, taking into consideration first the educational needs of the District.
3. Posting: Vacancies shall be posted in all work locations for not less than five (5) working days prior to being advertised to the public, unless adjusted to align with A.4.b.1

4. Voluntary Transfer: An employee interested in a transfer should file written notice with the Superintendent. Such written requests will be kept on file for a minimum of one year, or until the transfer has been granted, whichever is less. At the request of an employee, the transfer request shall be kept confidential whenever possible. All other things being equal, requests for transfer into an existing vacancy or vacancies will be granted based on seniority.
 5. Involuntary Transfer: Except in case of emergency, each employee who is to be involuntarily transferred shall be notified in writing, including the reason, at least five (5) days prior to the transfer, with a copy to the Union. Prior to implementing an involuntary transfer, the District shall, upon request of the employee, meet with the employee to discuss alternatives to the proposed transfer(s). The employee may be represented by the Union at such meeting. Involuntary transfers shall be based on business and/or educational needs, and shall not be arbitrary nor capricious.
 6. Appeals: If an employee being involuntarily transferred disagrees with the superintendent's decision, the employee may file an appeal to the Board. Such appeals must be in writing within ten (10) working days of the decision of the Superintendent. Such appeals will be filed with the Clerk of the Board with a copy to the Superintendent and the Union. The decision of the Board will be final.
 7. Reassignment Rights: An employee who is reassigned shall retain credit for all previous service in his/her job class. Transfer shall not change the employee's salary rate, anniversary date, accumulated sick leave, accumulated vacation leave, or in any other manner reflect adversely upon his/her rights as provided by law and this Agreement.
- E. Classification Studies: A request for reclassification study of a position may be submitted to the Superintendent in April of each year. The Superintendent shall within thirty (30) calendar days acknowledge receipt of such request, and shall indicate the timeline for completion of the study. Any changes to a job description or salary shall be subject to negotiation between the District and the Union.
- F. Abolition of Positions: If the District proposes to abolish a position or class of positions, it shall notify the Union in writing at least thirty (30) days in advance of the effective date. The District agrees to consult with the Union regarding the proposal to abolish a position or positions.
- G. Resignation: When submitting a voluntary resignation, the employee will specify the effective date of the resignation. Two weeks written notice is required unless otherwise approved by the District.

ARTICLE XVII - MISCELLANEOUS

- A. Advisory Committee: Should the District create an advisory committee effecting employees, the District shall notify the Union in writing.
- B. Bus Driver: The District and the Union agree to delete the contract language pertaining to Bus Drivers. If the District drops the JPA, the District agrees to meet and confer with the Union.
- C. Field Trip: Instructional Assistants who participate on field trips at the District's request shall have no reduction in their compensation due to their participation on the field trip.
- D. All job descriptions as attached in Appendix F.

ARTICLE XVIII - MANAGEMENT RIGHTS

Except as specifically provided for in this Agreement, it is understood and agreed that the District retains all of their powers 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 rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop and implement budget procedures; and determine the methods of raising revenue. In addition, the District retains the right to hire, assign, evaluate, promote, terminate and discipline employees, and to take action on any matter in the event of an emergency.

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

The District will amend its written policies and procedures and will take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

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 defined in the definition section of this Agreement.

ARTICLE XIX – ME TOO CLAUSE

- A. Me Too Clause
 - 1. For the term of this agreement, if any other bargaining unit or employee group receives increased compensation and/or improved health benefit coverage, SEIU 1021 members will receive the same.

ARTICLE XX – TERM

A. This Agreement shall remain in effect until June 30, 2027, except as provided in Article XIX.


SIGNATURES

For 2024-2027 SEIU Contract

FOR THE DISTRICT:



Sara Gramm
Superintendent
Sebastopol Union School District



Deborah Drehmel
Board President
Sebastopol Union School District

FOR THE UNION:




Janie Frigault (Aug 5, 2024 11:19 PDT)

Janie Frigault



Giordana Guerra-Clark (Jul 31, 2024 14:27 PDT)

Giordana Guerra-Clark



Phil Ybarrolaza (Jul 31, 2024 11:08 PDT)

Phil Ybarrolaza
Field Representative
SEIU Local 1021



Andrea Zanetti (Aug 1, 2024 10:06 PDT)

Andrea Zanetti
Regional Director
SEIU Local 1021



David Canham (Aug 17, 2024 10:17 PDT)

David Canham
Executive Director
SEIU Local 1021

APPENDIX A - PERB RECOGNITION

APPROPRIATE UNIT:

Including, but not limited to, all classified positions in the following major groups of jobs: food service, clerical and secretarial, child care, health services, operations and maintenance (including custodial/maintenance/grounds), noon duty, instructional aides (all paraprofessionals including GATE, Special Education Aide, Bilingual Aide & Specialists, etc.), transportation.

**SEBASTOPOL UNION SCHOOL DISTRICT
2024-25 SALARY SCHEDULE
EFFECTIVE July 1, 2024**

RANGE	1	2	3	4	5	6	7	8	9	10	3%	4%	5%	6%	7%
A	17.29	18.16	19.07	2 0.02	21.03	22.09	23.20	24.37	25.59	26.87	27.67	28.78	30.22	32.03	34.27
B	18.16	19.07	20.02	2 1.03	22.09	23.20	24.37	25.59	26.87	28.21	29.06	30.22	31.73	33.63	35.99
C	19.07	20.02	21.03	2 2.09	23.20	24.37	25.59	26.87	28.21	29.63	30.51	31.73	33.32	35.32	37.79
D	20.02	21.03	22.09	2 3.20	24.37	25.59	26.87	28.22	29.63	31.11	32.04	33.32	34.99	37.09	39.69
E	21.79	22.89	24.03	2 5.24	26.50	27.83	29.22	30.69	32.22	33.83	34.85	36.24	38.05	40.34	43.16
F	22.89	24.03	25.24	26.50	27.83	29.22	30.69	32.22	33.84	35.53	36.59	38.06	39.96	42.36	45.32

	ASSIGNMENT	DUTY DAYS	# HOLIDAYS	MONTHS PAID	# PAYCHECKS
A	Child Care Aide	260-261	14	July-June	12
	Instructional Aide	181	12	Aug-May	10
B	Child Care Aide II	260-261	14	July-June	12
	Enrichment Aide	181	10	Aug-May	10
	Instructional Aide II	181	12	Aug-May	10
	Instructional Aide II – Sp. Ed.	181	12	Aug-May	10
C	Inst Support Spec II – Bilingual	181	12	Aug-May	10
	Food Service Worker	181	12	Aug-May	10
	Library Program Specialist	181	12	Aug-May	10
	Office Clerk	181	12	Aug-May	10
D	Child Care Account Clerk	260-261	14	July-June	12
	Groundskeeper	260-261	1	July-June	12
	Office Clerk – Bilingual	181	12	Aug-May	10
	Year Round Student Aide	260-261	14	July-June	12
E	Child Care Pre-School Teacher	260-261	14	July-June	12
	Custodian II	260-261	14	July-June	12
	Food Service Worker – Lead	198	12	Aug-May	11
	Garden/Sustainability Coordinator	181	12	Aug-May	10
	Health Technician	181	12	Aug-May	10
	Special Needs Student Aide	181	12	Aug-May	10
F	Bilingual Liaison & Data Spec	181	12	Aug-May	10
	Child Care Site Director	260-261	14	July-June	12
	Maintenance Worker/Cust.	260-261	14	July-June	12
	School Office Manager	198	12	Aug-June	11
	Special Ed & Data Coordinator	260-261	12	July-June	12

VACATION PAY (12 month employees)

Completed Years of Service:	Actual Rate:
0 – 5	1 Day/Month
6 – 10	1.5
10+	2 Days/Month

LONGEVITY PAY

Starting Year	% Increase
Year 11	3%
Year 16	4%
Year 21	5%
Year 26	6%
Year 31	7%

Board Approved: July 10, 2024

6% over 23-24

Appendix C: Job Descriptions

The Union and the District agree that the Classified Job Descriptions will be held at the District Office. The parties agree that any modifications to Job Descriptions will be discussed between the parties. Job descriptions will be made available to employees upon request.