

**2019 – 2022**

**AGREEMENT**

**between the**

**BOARD OF EDUCATION**

**of the**



**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**

**and the**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**CSEA**

**Chapter 65**

**Unit III, Paraeducators**

## **TABLE OF CONTENTS**

Article I	Recognition	3
Article II	District Rights	3
Article III	Non Discrimination	4
Article IV	Organizational Security	4
Article V	Hours	8
Article VI	Overtime	12
Article VII	Leaves	13
Article VIII	Transfers, Promotions, Demotions and Reinstatements	24
Article IX	Holidays	29
Article X	Vacations	30
Article XI	Evaluation Procedures	32
Article XII	Employee Benefits	34
Article XIII	Safety	40
Article XIV	Salaries / Working Out-of-Class / Reclassification	41
Article XV	Grievance Procedure	49
Article XVI	Disciplinary Action	53
Article XVII	Layoff	56
Article XVIII	Unit Noon Duty Supervisor Provisions	59
Article XIX	Communication and Training	63
Article XX	Completion of Agreement - Savings Clause	64
Article XXI	Term	66
Appendix A	Salary Schedules	
Appendix B	MOU's	

## **AGREEMENT**

The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the San Ramon Valley Unified School District, hereinafter referred to as "District", and the California School Employees Association, San Ramon, Chapter 65, Paraeducators, hereinafter referred to as "Association". The term "Agreement" as used herein means the written agreement provided for under Section 3540.a (h) of the Government Code.

### **ARTICLE I**

#### **RECOGNITION**

The District recognizes the Association as the exclusive representative for classified employees listed as follows, hereinafter referred to as "Unit III, Paraeducators".

#### **Excluding:**

All Management Employees as designated by the District  
All Confidential Employees  
All Supervisory Employees  
All Restricted Employees  
All Short-Term Employees  
All Substitute Employees  
All Non-Unit Noon Duty Supervisors  
All Employees included in SEIU Local 1021  
All Employees included in CSEA Unit II Clerical/Technical/Child  
Nutrition

### **ARTICLE II**

#### **DISTRICT RIGHTS**

- A. The District retains all of its powers and authority to manage, direct and control the operation of the District to the full extent of the law. Included in those duties and powers, but not limited thereto, is the right to: direct the work of its employees; determine the kinds and levels of services to be provided and the methods and means of providing them; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operation; determine the times and hours of operations; build, move, or modify facilities; contract out work only when compelled to do so and in accordance with applicable law; develop a budget; and determine budgetary allocations.

- B. In addition, the Board retains such lawful rights, which are not included in this Agreement. In the event of an emergency, the District and the Association shall meet as soon as possible to determine the effects of the emergency declared by the Board of Education.
- C. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board; 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 California.

### **ARTICLE III**

#### **NON-DISCRIMINATION**

All employees shall have the right to become members and participate in legitimate activities of employee organizations. Conversely, all employees shall have the right not to become members or not to participate in such organizational activities.

Regarding the administration of the provisions of this Agreement, neither the District nor the Association shall discriminate against any officer or employee of the District in violation of the law on the basis of actual or perceived race, color, religious creed, age, sex, national origin, ancestry, political affiliation, marital status, pregnancy, physical and mental disability, gender, gender identity, gender expression, sexual orientation, or membership or participation in the legitimate activities of a recognized employee organization.

### **ARTICLE IV**

#### **ORGANIZATIONAL SECURITY**

##### **A. General Provisions**

1. The Association has the sole and exclusive right to receive the payroll deductions for regular and chapter dues.
2. The Association certifies that it has and will maintain individual employee authorizations for the payroll deduction of Association dues.

3. The District shall provide an application and organizational materials for the Association membership to all new employees upon their hire in the District.
4. The Classified Personnel Office will provide the name, position, work site and personal contact information of all newly-hired bargaining unit members to the CSEA President at least once each month.
5. The Association shall indemnify and hold harmless the District and its Board members, officers, agents, and employees, individually and collectively, from and against any and all claims, costs, suits, losses, demands, actions, judgments, damages, attorney's fees, causes of action, liability and proceedings, of any nature, arising out of or related in any way to the provisions of this article.

**B. Dues and Other Association-Sponsored Payroll Deductions**

1. The District shall not interfere with the terms of any agreement between the Association and its employees with regard to an employee's membership in the Association, including but not limited to automatic renewal of annual membership, except as provided by law.
2. All current employees who are members of the Association shall continue to have dues and other Association-sponsored payroll deductions deducted by the District through payroll deduction unless the District is notified otherwise in writing by the Association.
3. The Association shall provide the District with written notification of all new employees for whom Association dues and other Association-sponsored payroll deductions are to be withheld.
4. Upon written notification by the Association to the District, the District shall initiate or discontinue the payroll deduction of Association dues and other Association-sponsored payroll deductions for an employee effective with the first pay period after the District receives notification of the authorization. The District shall not be obligated to put into effect any new or changed deductions until the first pay period after the change has been submitted.
5. The District shall transmit dues and other Association-sponsored payroll deductions to the Association no later than thirty (30) days after deduction

from the employee's earnings occurs. The District shall provide the Association with a report which includes the names of all members and the amount deducted from the payroll warrant of each member when such deductions are transmitted to the Association. The District shall not charge the Association for the withholding of membership dues as provided for in this Article.

6. The District shall remain neutral regarding an employee's decision to join the Association or participate in its activities. As such, employee requests to authorize dues/other deduction(s) or requests to change status regarding such deductions shall be directed by the District to the Association.
7. The Association will not provide the District a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

C. New Employee Orientations (AB 119)

1. District Notice to Association of Bargaining Unit Members

- a. The District shall provide the Association with the name and contact information for any newly-hired unit member within thirty (30) days of their date of hire or by the first pay period of the month following their hire.
- b. The District shall provide the Association a list of all unit members' names and contact information on or about the last working day of August, December and April.
- c. For the purposes of implementing this section, the contact information will be provided to the Association electronically to a mutually agreeable, File Transfer Protocol site and shall include:
  - First Name
  - Middle Initial
  - Last Name
  - Suffix (e.g., Jr., III, etc.)
  - Job Title
  - Department/Primary Work Location
  - Work telephone number
  - Home street address, including city, state and zip code

- Home telephone number on file with the District with area code
- Personal email address on file with the District
- Last four digits of the social security number
- CalPERS status
- Hire date

## 2. Employee Orientation

- a. All new unit members shall be scheduled and required to attend a new employee group orientation as soon as practicable upon/following hire.
- b. The District shall provide the Association access to its new employee group orientations. The Association shall be notified of the date, time, and location of all such orientations. The Association shall receive not less than ten (10) days' notice in advance of such orientations, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
- c. Orientations shall be held on District property and be scheduled, insofar as practicable, to occur during employees' regular work hours. Employees who attend orientation outside their regular work hours shall be paid for their attendance.
- d. The association shall have up to one (1) hour of paid release time for up to two (2) chapter representatives, including the chapter president, to attend and conduct their orientation. The CSEA Labor Relations Representative may also attend the orientation. During the Association's portion of the orientation session, no District management staff member or non-unit member shall be present.
- e. In the event a new employee does not attend a scheduled new employee group orientation, the Association may arrange an individual orientation with the employee at her/his work site. The Association shall coordinate the date and time of the orientation with the classified Human Resources director, the employee and the applicable site office in advance so as to minimize disruption to the site. The Association representative and the employee shall be provided up to one (1) hour of release time, including travel time, for the orientation, and the CSEA Labor Relations Representative may

be permitted to attend. This release time shall not be counted against release time provided for elsewhere in this Agreement.

**D. Protection from Interruption and Contact by Third Parties**

1. The District and Association mutually agree that members have a reasonable expectation to work in an environment that is free from unwanted harassment, solicitation, and contact from third parties. The District will undertake reasonable efforts to provide such working environment to bargaining unit members.
2. The District shall notify the Association of any third party requests it receives for information about bargaining unit members prior to providing the information sought by the requesting party.
3. The District shall limit the disclosure of information about bargaining unit members to third parties to that which is required by law.

**E. Grievance**

Any alleged violation, misinterpretation, or misapplication of the terms of this Article shall be subject to the negotiated grievance procedure. Any grievance of this Article may be filed by the Association and its chapter only, not by an individual employee, and may be initiated at Level II.

**ARTICLE V**

**HOURS**

**A. Definitions**

1. Full Time Employee: A full time employee is defined as an employee who works eight (8) hours per day / forty (40) hours per week.
2. Part Time Employee: A part-time employee is defined as an employee who works less than a full-time employee as defined in 1. above.
3. Full Time Equivalence (FTE): The percentage of time worked out of a 40-hour week. Example: 20 hours per week (20/40) =.500 FTE.
4. Duty Year Calendar: The negotiated calendar which establishes the number of months per year, the first and last workdays, the number of



regular workdays, vacation days, and paid holidays, and any non-workdays for each classification in the bargaining unit.

5. **Standard Work Week:** A standard work week shall consist of five (5) consecutive days of eight (8) hours work each day for a total of 40 hours work per week. By mutual agreement of the employee and site supervisor flextime schedules shall be allowed. The change in the starting time of duties shall not exceed two (2) hours' variance from the initially assigned hours. Any employee performing duties on a flextime schedule shall be compensated at the overtime rate only for those hours in excess of forty (40) hours per week. This Article shall not restrict the extension of the regular workday or work week on an overtime basis when necessary to carry on the business of the District as provided for in Article VI, Overtime.

Positions which require employees to work less than five (5) days per week shall be designated by the days an employee is required to work each week and the total number of weekly hours worked.

6. **Workday:** A day on which an employee is required to render service to the District as designated in his/her Duty Year Calendar. The length of the work day shall be designated by the District for each position in accordance with the provisions of this Agreement. Each employee shall be assigned a fixed, regular number of work hours per day/week.
7. **Instructional Day:** Each day of instruction as designated on the Board adopted Instructional Calendar.

B. **New Employees:** Within fifteen (15) workdays after Board action approving the employment of a new employee, the employee shall be given a copy of each of the following:

1. The Personnel Action Form
2. The job description
3. The current salary schedule and calendar
4. The District/CSEA negotiated agreement and modifications
5. CSEA shall provide the District Personnel Office with CSEA membership forms for distribution to new employees.

C. Assignment

1. The work schedule for an individual employee shall be defined according to the definitions in "A" above based on the specific position in their classification to which they are assigned.
2. The actual work year schedule for positions in the same classification may vary by location, dependent upon individual assignments.
3. A work schedule may be changed by mutual agreement of the supervisor and the employee except that the Association must concur with any change beyond thirty (30) days in duration and provided that such change does not result in a reduction of total annual hours.

D. Rest Periods (Paid) and Lunch Periods (Unpaid)

1. Full-time employees shall receive a minimum thirty (30) consecutive, unpaid, duty-free minutes for lunch to be scheduled by the District at or about the midpoint of the employees work shift. The lunch period may be interrupted for emergencies, such as student illness or injuries and must be approved by the Supervisor. In no event shall such employee be deprived of his/her thirty (30) minutes for lunch.
2. Part-time unit members may arrange with the supervisor for an unpaid, duty-free lunch period if it is not already included in the scheduled work hours.
3. A scheduled lunch period may not be shortened or skipped in order to shorten the workday.
4. Employees shall have one (1) rest period of fifteen (15) minutes for each four (4) hour work period scheduled at or about the mid-point of the work period. Full-time employees shall take the first rest period during the first four hours. Timing of the rest period may be adjusted by mutual agreement between the employee and the employee's supervisor. Rest periods may be interrupted only for emergencies, such as student illness or injuries. These interruptions must be approved by the Supervisor. The rest period shall not be shortened or skipped in order to shorten the workday.
5. For purposes of illustrating Sections 1-4 above, employees' entitlements to rest periods are as follows:

<u>Hours/Day</u>	<u>Paid Rest Period(s)</u>	<u>Unpaid Lunch Period</u>
Up to 3.99	None	None

4.0 - 7.99	1	May be arranged if not already included in scheduled work hours
8.0	2	At least 30 minutes

E. Modified Work Week

1. When it is required by law or court decision that the district provides instructional support services at a time other than the traditional work week described in this Article, a modified schedule including days other than the regular calendar of instructional days may be developed.
2. An incumbent in the position may consent to the modified schedule or transfer to an appropriate vacant position in the same classification. If an appropriate vacant position is not available, and the incumbent does not consent to a modified schedule, then an alternative assignment within the same classification within regular calendar days will be provided until an appropriate vacancy occurs.
3. If the position is vacant, the modified schedule will be included in the posting.

F. Summer Work Schedule

If the requirements of an instructional support position assigned to an individual student extend into the summer past the regular instructional year, the incumbent shall have first right to the summer assignment.

G. Minimum Call-In or Call-Back Time

A regular employee called in to work on a day when he/she is not scheduled to work, or called back to work after completion of his/her regular assignment, shall be paid a minimum of two (2) hours' pay or given equivalent compensatory time off for such work.

H. Increase in Basic Hours

1. When additional hours are authorized, the additional hours shall be first offered to the individuals in that classification at that site whose schedule will accommodate the designated new hours in descending order of seniority. If no individual at that site elects to pick up the additional hours, the additional hours shall be posted pursuant to this agreement. The site

manager has the right to determine the assignment of the additional hours to the most appropriate positions.

2. An employee who works a minimum of thirty (30) minutes per day in excess of his/her part time assignment for a period of (20) consecutive workdays or more shall have his/her basic hours changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis pursuant to Education Code.
3. This section shall not be construed to apply to time during which a part time employee works additional hours to cover for an absent employee, providing the absent employee actually returns to duty with the District at or before exhaustion of all approved leaves. When the employee who is absent fails to return to active status after exhaustion of all approved leaves, the employee temporarily assigned the increased hours shall be entitled to an adjustment of fringe benefits entitlement for the period during which coverage was provided. This includes all leave accruals available to the bargaining unit member and does not include health and welfare benefits.

## ARTICLE VI

### **OVERTIME**

- A. All work performed in excess of eight (8) hours in a day or forty (40) hours in a workweek shall be deemed overtime and shall be compensated at the overtime rate of one and one-half (1-1/2) times the regular rate of pay. When an employee agrees to a flextime schedule for any week or series of weeks only those hours in excess of forty (40) hours per week shall be compensated at the overtime rate. All flex time schedules shall be approved by the Association.
- B. Any employee required to work four (4) hours or more per day for more than five (5) consecutive days within a workweek (Monday - Sunday) shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for all hours worked on the sixth (6th) day and double the regular rate of pay for all hours worked on the seventh (7th) day of the workweek.
- C. All hours worked on holidays designated by this Agreement in Article IX – Sections A and C shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay in addition to the regular pay received for the holiday.
- D. Overtime is not authorized unless the overtime has the prior approval of the immediate supervisor.

- E. The District shall determine whether overtime shall be compensated by overtime pay or compensatory time off. An employee shall work overtime at the direction of the immediate supervisor if such overtime is to be compensated by overtime pay. An employee may decline overtime which is to be compensated by compensatory time off. Prior to assigning the overtime the immediate supervisor shall specify which method of compensation will apply.
- F. Compensatory time off shall be taken at a mutually agreeable time within the twelve (12) calendar months following the month in which the overtime was worked and without impairing the District's services. If compensatory time is not taken within twelve (12) months, it shall be paid in cash.

## ARTICLE VII

### LEAVES

#### A. Leaves of Absence for Illness or Injury

1. An employee employed full time, five (5) days a week, twelve (12) months a year, shall be granted 96 hours leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a school year of service.

An employee may annually use six (6) sick leave days for the illness of a child, parent, spouse, domestic partner of the employee or child of a domestic partner.

2. An employee, employed five (5) days a week, who is employed less than full time or for less than twelve (12) months per year is entitled to that proportion of 96 hours leave of absence for illness or injury as the number of hours per week and months per year he/she is employed is proportionate to forty (40) hours per week twelve (12) months per year.
3. An employee employed less than five (5) days per week shall be entitled, for a school year of service, to that proportion of ninety-six (96) hours leave of absence for illness or injury as the number of days he/she is employed per week is proportionate to five (5) days. When such persons are employed for less than a full school year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
4. Pay for any day of such illness or injury absence shall be the same as the pay which would have been received had the employee served during the

day of illness so long as the employee has a positive accumulation of sick leave hours on the District's records.

5. At the beginning of each employee's school year as defined by position assignment, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of probationary service with the District.
6. Pregnancy shall be treated as a temporary disability leave for the period of time that the employee is temporarily disabled resulting from pregnancy, miscarriage, or childbirth, and recovery there from. The length of the absence shall commence and terminate on dates determined by the employee and the employee's physician.
7. If an employee does not take the full amount of sick leave allowed in any year under this Article, the amount not taken shall be accumulated from year to year.
8. Employees may convert unused sick leave to retirement credit subject to and in accordance with applicable Ed Code or Government Code, or other applicable law if the employee is filing a request for retirement.
9. An employee may elect to waive sick leave benefits temporarily in order to coordinate SDI with sick leave, to provide combined SDI and sick leave payment equal to full day's pay to the extent of available sick leave. (See Article XII, H.)

**B. Entitlement to Other Illness or Injury Leave**

1. After the exhaustion of sick leave and other paid leave, a unit member who is absent from duty due to long-term illness or accident for more than five (5) consecutive days and who has submitted medical verification satisfactory to the District of the cause of the absence, shall be entitled to receive the difference between the amount actually paid a substitute employee employed to fill his/her position during his/her absence and the salary which would have been paid to the employee.
2. Entitlement to such difference pay shall expire five (5) months after the first date of absence. Benefits under this section are for long-term illness or accident whether or not the absence arises out of or in the course of the employment of the employee.

3. If the employee does not exhaust the five (5) month period during a school year, the employee shall be entitled to differential pay for the remainder of the five (5) month period in the subsequent school year. An employee shall be entitled to one five (5) month period for any one illness or accident.
4. When an employee is absent from his/her duties on account of illness for a period of five (5) months or less according to the terms of this article, the District contributions toward health and welfare benefits shall continue for a period not to exceed five (5) months without regard to whether the employee is receiving differential salary.

### C. Catastrophic Leave

The purpose of the catastrophic leave bank is to allow bargaining unit members to contribute one (1) equivalent sick leave day (based on FTE) for the establishment of a sick leave bank to assist permanent classified employees who have a long-term catastrophic illness or injury and who have exhausted all paid leaves.

Catastrophic illness or injury means a life-threatening or terminal illness or injury as verified by appropriate medical documentation and prevents the member from working.

1. The classified leave bank will include all permanent classified employees in all three classified bargaining units. The donation of one (1) day of sick leave shall be prorated by FTE when credited to the pool. For example, a .75 FTE employee donating one (1) day shall increase the pool by .75 FTE.
2. A catastrophic leave bank committee will be established to review and either approve or deny requests. The committee will consist of two (2) administrators, and one (1) bargaining unit member from each of the three (3) classified units selected by the respective association/union. Approval of sick leave requests will require support of four (4) out of five (5) committee members. Approval or denial of catastrophic leave requests by the catastrophic leave bank committee shall be final and not be subject to appeal or subject to the grievance procedure of the collective bargaining agreements. The committee shall not grant more leave than is contained in the bank.
3. Participation in the bank is voluntary. At the beginning of each school year there will be an open enrollment period coinciding with the health benefits open enrollment period. Unit members must have fifteen (15) equivalent days of accumulated sick leave as of the first duty day of the fiscal year to be eligible for membership in the bank. Eligible unit members must notify

the Human Resource Office in writing during the designated open enrollment period of their desire to participate in the bank. The maximum anyone can contribute to the bank at any one time is one (1) FTE sick leave day.

- a. The District shall notify all unit members annually of the designated open enrollment period for participation in the Catastrophic Leave Bank.
  - b. Upon closing of the annual open enrollment period for Catastrophic Leave, the District shall provide each classified unit president with the following:
    - i. The number of hours contributed to the bank by classified employees for the current year.
    - ii. The names of the classified employees participating in the bank.
    - iii. The total number of accumulated hours in the bank.
4. All unused days contributed to the bank will be carried over from year to year. If at the end of the previous school year the total number of days in the bank is reduced to fewer than two hundred (200) days / sixteen hundred (1600) hours, the Human Resources Office will notify the bank membership prior to open enrollment that a new assessment of one (1) day of sick leave per member of the bank will be made. A maximum of 200 sick leave days per year may be withdrawn annually from the bank. Sick leave from the bank may not be granted for any illnesses or injuries to be covered under Workers' Compensation.
  5. Members who have accessed benefits from the bank may re-enroll in the bank when they have twelve (12) days of accumulated sick leave, provided the employee has returned to work for at least six (6) working months.
  6. Applicants for benefits from the leave bank must submit an application through the catastrophic leave bank committee. Only individuals who have contributed to the bank will be eligible for benefits.
  7. Catastrophic Leave Bank Benefit: After all regular sick leave, other sick leave (difference pay) and vacation have been exhausted, up to thirty (30) days of fully paid sick leave at the member's regular daily rate of pay may be requested from the catastrophic leave bank.



8. Those employees enrolled in the bank will automatically continue their participation from year to year unless they notify the Human Resource Office, in writing, of their intent to withdraw from the bank. Such withdrawal from the bank must occur during the open enrollment period and will not result in reinstatement of the time contributed to the bank.

D. Industrial Accident and Illness Leave

1. Employees shall be entitled to no more than sixty (60) days of fully paid leave under this provision in any one school year for the same accident, or as consistent with the Education Code. Thereafter leave for industrial accident or sickness shall be in accordance with the Education Code or the Board of Education policies and procedures.
2. Leave allowable under this provision shall not be accumulated from year to year.
3. Leave under this provision shall commence on the first day of absence.
4. Total District reimbursement under this provision shall not exceed the employee's full salary, including his/her temporary disability indemnity and the portion of monthly salary paid by the District.
5. Industrial Accident or Illness Leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
6. When an Industrial Accident or Illness Leave overlaps into the next school year, the permanent employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

E. Additional Leave for Non-Industrial Accident or Illness

A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed (6) months, in accordance with Education Code Section 45195. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six-month (6) periods or such lesser leave periods as it may deem appropriate, but not to exceed a total of eighteen (18) months.

F. Bereavement Leave

1. An employee shall be granted a leave with full pay in the event of the death of any members of the employee's immediate family. The leave shall be for a period of three (3) days or five (5) days if travel in excess of 300 miles one way is required. The immediate family is defined as spouse, domestic partner, son, daughter, mother, father, grandmother, grandfather, sister, brother, aunt, uncle, niece, nephew, grandchild or any person living in the immediate household of the bargaining unit member.
2. "Step" relatives, in-laws, adopted children, foster children, and domestic partner relatives in the above categories are included for the purposes of this section.

G. Personal Necessity Leave

Up to seven (7) days of absence chargeable to accumulated sick leave may be used by a probationary or permanent employee at his/her election in cases of personal necessity on the following basis:

1. The death of a member of the employee's immediate family (as defined in F. above), or any relative living in the immediate household of the employee (in addition to bereavement leave).
2. Accident or illness involving the employee's person or property, or the person or property of a member of his/her immediate family (as defined in F. above).
3. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
4. Paternity Leave at the time of birth or immediately thereafter.
5. The adoption of a child at or immediately after the time of placement.
6. Leave to attend the funeral of others not enumerated above may be granted by the Superintendent or his/her designee.
7. Observance of certain religious holidays which require total abstinence from work.
8. Leave to attend to the responsibilities associated with the unit member's legal guardianship of another individual.

9. Compelling personal business.

For reason (9) above, no reason must be given and no prior approval is required. Unit members are encouraged to provide advanced notice to their supervisors whenever possible. Unit members may not take more than three (3) compelling personal business days per school year.

These days are not intended for personal convenience, vacation, extension of a holiday or recess period, or for matters that can be addressed outside the regular work hours.

Immediate family as used herein is defined under Bereavement Leave.

H. Military Leave

An employee shall be entitled to any military leave conferred by statute as a matter of right and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

I. Other Leave

With the prior approval of the immediate supervisor and the Superintendent, the District at its discretion may grant additional unpaid leave, not otherwise provided for herein, for a period not to exceed thirty (30) calendar days during any one (1) school year.

J. Judicial Leave

1. An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount payable for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
2. Any full time employee who serves no more than four (4) hours of jury duty in any day shall be entitled to one-half (1/2) the paid leave payable under paragraph 1. above and shall return to work for the balance of the workday. Employees using this leave shall, upon return from leave, submit a jury duty release form to his/her immediate supervisor.
3. A part time employee who serves jury duty no more than one-half (1/2) of his/her normal shift shall report to duty at the end of such service. A part time employee serving one-half (1/2) or more of the normal shift on jury duty shall be excused from work that day without loss of pay.

4. An employee who is subpoenaed as a witness in a court or administrative proceeding shall be provided leave with pay to testify, unless he/she is a voluntary witness.

#### K. Association Leave

1. Up to three (3) Association representatives, according to CSEA's formula, shall be granted a total of five (5) days each of paid release time per school year for annual CSEA conference attendance, subject to the following conditions:
  - a. The Association shall reimburse the District for this release time at the daily substitute rate only if a substitute is assigned.
  - b. Requests for such time shall be submitted in writing to the employee's immediate supervisor and the Classified Personnel Administrator before the leave begins.
2. In addition, Association officers may request a maximum of eight (8) hours of release time per month for Association business. Such release time shall be used in minimum increments of two (2) hours and shall be subject to the following conditions:
  - a. The Association shall reimburse the District for this release time at the daily substitute rate only if a substitute is assigned.
  - b. Requests for such time shall be submitted in writing to the employee's immediate supervisor and the Classified Personnel Administrator before the leave begins.
  - c. This time is an addition to reasonable release time for processing grievances and is non-cumulative.
3. Job Stewards shall be allowed a reasonable amount of paid leave to investigate and process grievances.
4. Association President's release time:
  - a. The District shall grant up to a full-day per week release for the Association President upon request.
  - b. The Association President shall receive compensation and benefits as though s/he were a regular employee of the District.

- c. The Association President shall be advanced on the salary schedule as though s/he had been a regular employee of the District.
- d. The Association and District shall discuss the payment of all salary and benefit expenses equal to the cost of the replacement for the Association President as of the first day of school.
- e. The Association President shall have the right to return to the exact position and department/school s/he was employed prior to receiving the Association Leave.
- f. Other provisions of the Association leave included in this Contract are not affected by this leave.

L. Personal Business Leave

1. A permanent employee may take one (2) days of paid leave per school year in increments of not less than one (1) hour for personal business leave for and event of personal importance that cannot be taken care of on non work time that prohibits the employee from reporting to work. This leave shall not be used for vacation.
2. Employees taking personal business leave shall submit a request for leave of absence to their immediate supervisor prior to taking the leave except where circumstances dictate that the employee's absence is immediately necessary. The Classified Personnel Administrator shall require a written verified explanation of the basis for the leave from the employee when such absence occurs during a work stoppage.

LI. Study or Retraining Leave

1. The Board may grant any unpaid leave of absence not to exceed six (6) months for study or retraining to meet changing conditions within the District.
2. Such leave may be taken in periods of less than six (6) months, provided that the separate periods of leave shall be commenced and completed within a three-year (3) period.
3. The employee must return as an employee of the District for at least a six (6) month period after such leave.
4. No leave shall be granted under this Article to any employee who has not been employed by the District for at least five (5) consecutive years, and no more than one (1) such leave shall be granted in each five-year period.

#### N. Leaves – General

1. The District will, within technological capabilities, attempt to provide notification of employee leave balance twice a year.
2. Leave benefits shall not be used for withholding of service or work-stoppage-related activities of any kind.
3. Non-illness absences require approval by the employee's immediate supervisor and the Classified Personnel Administrator. Failure to obtain such approval may result in loss of pay.

#### O. Return from Leave

1. The District may require a physician's verification of illness when it determines that the employee's sick leave usage indicates a pattern of potential abuse. An example of potential abuse may include absence for three (3) or more consecutive days contiguous with the weekend or vacations on a repeated basis.
2. It is the responsibility of the employee who has been absent for reasons other than regularly scheduled vacation to notify his/her supervisor as to the day he/she will return to work. Failure to do so, in instances where a substitute is being utilized, may result in the employee being sent home and the substitute retained. The additional day's absence may result in loss of pay or loss of such leave.

#### P. Family Care Leave

The District will provide family and medical leave pursuant to Federal Family and Medical Leave Act of 1993 and California Family Rights Act of 1993 as provided in Board Policy.

#### Q. Paid Family Leave

Effective July 1, 2004, the District will provide Paid Family Leave (PFL), also known as Family Temporary Disability Insurance (FTDI), as required under State law. Informational guidelines are available in the Human Resources Office.

An Eligible employee who meets verification requirements may be entitled to a maximum of six (6) weeks of PFL benefits in a twelve (12) month period. There is a waiting period of seven (7) calendar days, beginning with the date of the claim, when no PFL benefits are paid. An employee must utilize up to

two (2) weeks of accrued, but unused vacation concurrent with the seven (7) calendar day waiting period. The employee's initial receipt of PFL benefits will begin after the vacation and EDD waiting period requirements have been met.

R. Parental Leave with Pay (AB 2393)

1. Unit members may elect to utilize up to 12 weeks of sick leave and extended sick leave (differential leave) for child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).
2. Unit members who have been employed for at least 12 months are eligible to take this leave.
3. For mothers, the 12 week child bonding leave will not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave.
4. The leave must be completed within one calendar year of the birth, adoption or placement.
5. Pursuant to Education Code section 45196.1, if the unit member exhausts his/her accumulated sick leave prior to expiration of the 12 week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 45196.1 for the balance of the 12 week period.

Effective January 1, 2019, unit members to whom this section applies shall be paid no less than 50% of their regular salary for the duration of their differential leave.

6. The unit members must provide the District at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.
7. A Unit Member on leave under this provision shall not result in the forfeiture of probationary or permanent status.
8. A Unit Member's health benefits will continue while on leave under this provision.

S. Absence Without Leave

Three (3) days of absence without notification by the employee to the District shall be deemed unauthorized absence from work. Such unauthorized absence may subject an employee to disciplinary action. Failure to respond to District written notification sent Certified mail to the employee's last known address within ten (10) calendar days of mailing shall constitute a voluntary resignation.

T. Family School Partnership Leave

The District will provide leave pursuant to the Family School Partnership Act, effective January 1, 1995, for employees to participate in activities of the school where their children attend. Employees must provide their supervisor forty-eight (48) hour notice of request to utilize this leave. Less notice of request shall be permitted and honored when extenuating circumstances exist. This leave will be charged to the employee's accrued vacation or personal business leave in increments of one-half (1/2) hour. If the employee does not have accrued vacation or personal business leave the leave will be charged as "no pay".

U. District Employment Leave

Pursuant to Education Code, permanent employees appointed to a position outside of this bargaining unit shall be allowed to return to the former position in the event of the employee's failure to successfully complete the probationary period in the new position. Reassignment to the former position may not necessarily be at the former work site.

**ARTICLE VIII**

**TRANSFERS, PROMOTIONS, DEMOTIONS AND REINSTATEMENTS**

A. Definitions

1. **Transfer:** A transfer is a move from one position to another position or from one work site or department to another within the same classification.
2. **Reassignment:** A reassignment is an administrative move from one position to another within the same classification at the same work site.
3. **Promotion:** A promotion is a change from one classification to a different classification with a higher base salary range.



4. Demotion: A move from one classification to a different classification with a lower base salary range.
5. Reinstatement: Return to former classification without a break in service within the contractual time period.
6. Internal Candidate: An internal candidate is someone who is currently employed in a classified position in any of the classified bargaining units. This excludes persons who are not covered by classified bargaining unit agreements.
7. External Candidate: An external candidate is someone not currently employed by SRVUSD or who is employed by SRVUSD in a position not covered by classified bargaining unit agreements.

#### B. Posting of Vacancies

1. Notice of vacancies within the unit shall be distributed to each District work site for posting at least five (5) working days before the vacancy is permanently filled.
2. The vacancy notice shall include: job title, assigned work site, number of paid hours per week and months per year assigned to the position, anticipated work hours (including unpaid lunch where applicable), salary range, unit to which the position is assigned, and the deadline for applying. A brief description of the position and minimum qualifications required for the position shall be included in the vacancy notice or be available at the work site. The notice may also include qualification criteria unique to the site or specific position. Any criteria unique to the site or specific position must be consistent with the job classification.
3. During the posting period, the vacancy shall not be permanently filled.
4. Between the last day of one school year and the first day of the succeeding school year, vacant positions must continue to be posted; however, the District may immediately fill any vacant position per Section C Order of Filling Vacancies.
5. Posting notifications will be sent by email to all bargaining unit members and updated timely on the website. Each work site shall provide access to a computer to those employees who are not assigned a district computer.

### C. Order of Filling Vacancies

1. Employees requesting transfer will be considered first.
2. Employees with job rights needing placement due to impact of layoffs are considered next, and are offered positions in the reverse order of layoff, regardless of the hours per day of the former position, and in accordance with Education Code requirements and Association Agreement.
3. Employees requesting promotion, a different classification or voluntary demotion are considered next. Reasons for non-selection of any such employees will be provided by the hiring administrator to the Classified Personnel Administrator.
4. External candidates: If the vacancy has not been filled, those not currently employed with or in layoff status with the District are considered next. Administrators will not have access to outside candidate applications or interview external candidates until district employees applying for transfer or promotion have been determined not qualified.

The District and the Associations agree to convene a subcommittee in 2018-2019 of up to three (3) CSEA members and three (3) management team members to review this section and develop a joint proposal for considering both internal and external candidates in the hiring process that will more effectively address the mutual needs of the parties.

### D. Selection Criteria for Transfers, Appointments and Promotions

In filling a vacancy, the administrator making the selection decision will consider:

1. Qualifications
2. Evaluations (for existing employees)

In the event that an employee has not received any written evaluation, the lack of an evaluation will not limit the employee's opportunity for transfer or promotion.

3. Length of District service in similar positions based on hire date.
4. Other job-related factors as described in the job description.

5. If multiple internal candidates are determined to be equally qualified for a vacancy by the selecting administrator, the most senior candidate will be recommended for appointment.

#### E. Notification Process

After being provided written notice of non-selection, internal candidates (transfers, promotions) may notify personnel in writing within (1) one working day that they wish to appeal the decision. The District will not offer the position until the employee has had the opportunity for a conference with the Classified Personnel Administrator. Such conference shall occur within three (3) working days of the appeal notification, unless mutually agreed to postpone. After the one-day appeal period, an employee may still request and be entitled to a conference with the Personnel Administrator regarding the non-selection. An employee who is denied a vacant position following appeal shall receive, upon request, a written statement of the reasons for such denial.

#### F. Employee Initiated Transfers

1. Any employee may request consideration for a posted vacancy by submitting a request for transfer on a District-prescribed form within the application period.
  - a. Probationary employees may be considered for transfer and/or promotion during their initial probationary period which, effective for all new hires as of January 1, 2019, shall be ten (10) months from the initial date of hire in a regular position, and for all new hires beginning January 1, 2021, shall be six (6) months or 130 days in paid service in a regular position, whichever is longer. However, probationary employees may accept only one (1) voluntary transfer or promotion during that time. Probationary employees selected for transfer or promotion shall continue in the same initial probationary period. Probationary employees who are promoted from an initial probationary position do not have the rights of return to their previous classification.
2. Employees requesting transfers will be screened by the Classified Personnel Administrator for minimum qualifications. Those meeting minimum qualifications will be considered at the same time.

#### G. District Initiated Transfer

1. The District may transfer an employee to balance workloads or to reduce excess staff. Transfers will be made based on site seniority by classification.

2. The District may initiate an employee transfer to mitigate irreconcilable work related conflicts that are having an adverse impact on the department, site, and/or program.
3. A conference will be held with the employee and written notice provided at least ten (10) days prior to the effective date of transfer. Such transfers may occur in less than ten (10) days by agreement of the District, the employee, and the Association.

#### H. Promotion

1. Any employee may request consideration for a promotion by submitting a request on the appropriate form within the application period.
2. The probationary period for a permanent employee selected for promotion, effective for all such employees promoted as of January 1, 2019, shall be five (5) months from the date of hire in the position to which he/she is promoted. The promotional probationary period for permanent employees promoted beginning January 1, 2021, shall be six (6) months or 130 days in paid service, whichever is longer. (Such employees may not apply for transfer or promotion during the promotional probationary period.)
3. A permanent employee who does not successfully complete a promotional probationary period has the right to return to a position in their former classification.

#### I. Alternative Assignments

The District may provide alternative work, if a position is available, to an employee who has a temporary health condition (not to exceed three months) that renders the employee incapable of satisfactorily performing his/her regular job duties. Consideration for assignment will not be granted if the requesting employee's health condition poses any risk to the health and safety of the employee or others that the employee may contact in the course of work. The employee must be able to perform the essential functions of the temporary position. An employee who is granted alternative work shall receive the greater compensation of either the regular assignment or the temporary assignment, after the first five (5) days.

The District and Association agree to convene a subcommittee in 2018-2019 of up to three (3) CSEA members and three (3) management team members to discuss and develop a pilot process whereby unit members with particular skills and professional interests may be selected on a short-term basis to serve

in an alternative assignment in support of District needs for the purpose of professional development and/or promotion.

## ARTICLE IX

### HOLIDAYS

- A. Employees shall be entitled to the following fifteen (15) holidays provided such holidays fall within the employee's work year and the employee is in paid status during any portion of his/her scheduled workday immediately preceding or succeeding the holiday:

Independence Day	Designated day during Winter
Labor Day	Recess (in lieu of Lincolns Day)
Veteran's Day	New Year's Day
Day before Thanksgiving (in lieu of Admission Day)	Martin Luther King Jr. Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving	Friday or Monday of Spring Recess
Christmas Eve	Memorial Day
Christmas Day	Juneteenth

Additional holidays established by the Education Code for classified employees shall be granted to members of the Unit within the limitations of this Article.

- B. Except as otherwise specified in adopted calendars, when a holiday falls on Sunday, the following Monday shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be observed as the holiday.
- C. The Board may, at its discretion, declare additional holidays (Trustee holidays).
- D. The classified personnel calendars shall include the above fifteen (15) holidays, but the District shall negotiate with the Association before adopting the dates for observance of these holidays. CSEA agrees to any waiver request, which the District may make to the State Board of Education to change holidays as required by school instructional calendars during the term of this agreement.
- E. When a classified employee is required to work on a holiday, he/she shall be compensated or given compensatory time off for such work at a rate of not less than his/her normal overtime rate of pay in addition to the regular pay received for the holiday.

- F. An employee who is not scheduled to work during the December-January recess and the spring recess shall be paid for holidays which occur within such recesses, providing the employee is in paid status on his/her assigned workday immediately preceding or succeeding the recess.
- G. All holiday pay shall be based on an equivalent day, which is defined as one-fifth (1/5) the average weekly hours to which the employee is normally assigned.

## ARTICLE X

### VACATIONS

- A. Regular employees are entitled to be paid for vacation in accordance with this article. Only regular permanent employees are entitled to take vacation.
- B. Bargaining unit members accrue “base” vacation at the rate of one (1) equivalent day per month during the first five (5) years of regular employment.
- C. An equivalent day is defined as one-fifth (1/5) the total weekly hours to which the employee is normally assigned.
- D. In order to earn vacation for a month, the employee must be in paid status for at least fifty percent (50%) of his/her total assigned monthly hours during that month.
- E. Vacation Accruals Above Base

After completing five (5) years of service, vacation accruals will be calculated at the rate of 1.25 equivalent days per month. One (1.0) equivalent day will be calculated into the employees pay at the beginning of the academic year in accordance with Article XIV – Salaries, Part L. – Pay Plan, and .25 equivalent days will be accrued into the employees leave accrual record for use by the employee as described in section F of this Article.

After completing ten (10) years of service vacation accruals will be calculated at the rate of 1.667 equivalent days per month. One (1.0) equivalent day will be calculated into the employees pay at the beginning of the academic year in accordance with Article XIV – Salaries, Part L. – Pay Plan, and .667 equivalent days will be accrued into the employees leave accrual record for use by the employee as described in section F of this Article.

F. Bargaining unit members may use accrued vacation upon prior approval of the employee's supervisor. Regular employees may not use accrued vacation before it accrues.

1. Regular employees assigned to school sites who are employed less than 12 months shall generally be expected to use their accrued vacation during non-instructional days.
2. Accrued vacation above the base accrual may be used at other times with the advance approval of the immediate supervisor, and upon verification of eligibility by Human Resources.
3. In extraordinary circumstances, a unit member may request approval from his/her immediate supervisor and Human Resources to take up to a five (5) continuous days of vacation during the instructional year. Such request shall be made at least two (2) months in advance. The employee shall receive a final decision on the request within two (2) calendar weeks of its submission.

G. Vacation accruals accumulated during the school year will be paid in the July 10<sup>th</sup> payroll.

H. Prior Approval – All Employees

All employees in this bargaining unit shall submit a Request for Leave of Absence to their immediate supervisor at least ten (10) working days in advance, except in an emergency. Site supervisors will review and recommend/deny requests based upon availability of coverage and will notify the employee of the status of the request within five (5) business days from the supervisor's date of receipt.

- I. Upon separation from employment, a regular employee shall be paid for earned and unused vacation.
- J. Vacation pay shall be at the same rate as that which the employee would have received had he/she been in working status.

## ARTICLE XI

### **EVALUATION PROCEDURES**

#### A. Evaluation

Classified employees shall be evaluated by their immediate supervisors (supervisory or management) as designated by the District.

In cases where the immediate supervisor works off-site, the immediate supervisor shall solicit feedback from an on-site administrator regarding an employee's performance prior to completing an evaluation.

#### B. Frequency of Formal Evaluation

1. Probationary employees hired before January 1, 2021 shall be evaluated by no later than the end of the fourth (4<sup>th</sup>) and eighth (8<sup>th</sup>) months of service. The length of the initial probationary period is ten (10) months from the date of hire in a regular position.

Probationary employees hired on January 1, 2021 and after shall be evaluated by no later than their third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) months of service. The length of their initial probationary period is six (6) months or 130 days of paid service from the date of hire in a regular position, whichever is longer.

Probationary employees who utilize leave other than sick leave during their probationary period may have their probation extended by the number of days of leave taken.

2. Permanent employees shall be evaluated a minimum of once every other year on or before the tenth (10<sup>th</sup>) workday prior to the end of their duty year.
3. The evaluator may evaluate a permanent employee more frequently if necessary in his/her discretion, except that not more than three (3) Employee Performance Reviews shall be prepared for a permanent employee within one work year.

#### C. Presentation of Evaluation

Evaluations shall be made on Employee Performance Review Forms provided by the Personnel Department. At the time the evaluator receives the evaluation form from the District Office, the evaluator shall notify the employee of the impending evaluation. Upon completion, the evaluator shall present the evaluation to the employee and discuss it with him/her. The



evaluation shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. The employee's signature does not imply agreement or disagreement with the evaluation. A copy of the evaluation shall be placed in the employee's personnel file.

#### D. Rebuttal to Evaluation

An employee who is not satisfied with his/her evaluation may write a rebuttal which shall be attached to the evaluation and become a part of the personnel file. The evaluation form shall include a statement of this right.

#### E. Records

1. Material used as a basis for evaluation shall not be placed in the personnel file without first providing the employee with a copy of the material which is being placed in the file. The employee shall have an opportunity to respond in writing and such response shall be attached to the material.
2. Information of a derogatory nature shall not be entered in the employee's personnel file until the employee is given a copy and written notice that such material will be entered. Following such notice, the employee may within ten (10) calendar days thereafter review the material and submit his/her written comments, if any, to be attached to such material. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose for a reasonable amount of time without loss of wages.
3. The employee shall be permitted to review his or her personnel file. Employees will make arrangements with the Human Resources Department to review their files in advance and at times which are least disruptive to their worksite.

#### F. General

The terms "evaluation" and "evaluate," as used herein, mean the completion by the evaluator of a classified Employee Performance Review Form. Nothing in this Article shall preclude the evaluator from documenting at any time, in writing, deficiencies in an employee's work-related performance. Such written documentation shall not be entered in the personnel file except in accordance with Section E.2.

## G. Complaints Against Employees

1. A copy of any written complaint about an employee shall be provided to the employee by the supervisor within ten (10) workdays of receipt. This requirement shall not apply to a complaint which is the subject of a police investigation. Pursuant to the procedure in this Agreement and Board Policy, unfounded complaints shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.
2. Upon being notified of such a complaint, within ten (10) work days the employee may request a meeting with the supervisor, and complainant, if appropriate, to be scheduled within thirty (30) work days. Any lack of a meeting, however, shall not preclude placement of the complaint in the employee's personnel file.
3. If the complaint remains unresolved then it shall be subject to the provisions of Board Policy and Procedure 1312 regarding Complaints Concerning School Personnel.
4. Complaints shall not be entered in the personnel file except in accordance with Section E.2.
5. Any information arising from a complaint against the employee shall not be placed in the employee's evaluation or personnel file unless the complaint has been founded and the employee is informed of the complaint and findings.

## **ARTICLE XII**

### **EMPLOYEE BENEFITS**

#### **A. Health and Welfare Benefits**

1. The District shall fully cover full-time employees who select the Kaiser benefit package.

For health plans other than Kaiser, employee contributions will be based on the difference between the Kaiser tiered rate and the tiered rate of the non-Kaiser plan.

2. Eligible employees may select from District medical, dental, vision, and life insurance plans.

3. In the event that no medical carrier other than Kaiser is available for a pending plan year, such circumstance will be promptly communicated by the District to the Association, and the parties shall schedule a meeting to discuss and negotiate applicable provisions to address and resolve the situation as soon as possible following notification.

**B. Eligibility**

1. Employees who are employed for twenty (20) hours or more per week (i.e., .500 FTE and higher) shall be eligible to participate in District health, dental, vision and life insurance plans.
2. Eligible employees may cover their spouses and their dependent children or their domestic partners and their dependent children.
3. Retirees' domestic partners and their children are not eligible to be added to retiree coverage unless the domestic partnership commenced prior to the retirement of the employee.
4. Employees who have ten (10) years of continuous benefits-eligible service immediately prior to retirement, may continue the benefits in which they were enrolled as active employees. The cost to the retiree is the full cost of the retiree rate. A retiree is defined as a person who is an annuitant in PERS or STRS.

**C. Full Time Employees**

1. Full time employees must exercise their option to participate within thirty (30) days of employment or eligibility. After the thirty (30) days, enrollment in a medical plan may occur during annual open enrollment or with a qualifying life event. Enrollment in dental and/or vision plans may only occur with a qualifying life event.
2. Effective July 1, 2020, benefits eligible employees who provide satisfactory proof of medical coverage, may elect to receive cash in the amount of \$464 per month in lieu of medical coverage on a pro rata basis. Employees who elect this option may purchase dental and/or vision benefits through the District at their full cost.
3. Eligible employees are enrolled in the District-paid standard term-life insurance plan (\$50,000) upon benefits eligibility. Eligible employees may elect an additional fifty thousand dollars (\$50,000) in life insurance coverage at no cost upon their initial benefits eligibility only. Any tax

consequences associated with this additional election shall be borne by the employee.

D. Employees Who Work Twenty Hours or More Per Week But Are Not Full Time

1. Employees who work twenty (20) hours or more per week but are not full time qualify for the above District contributions for medical, dental, vision, and life insurance on a prorated basis, provided the employee pays the difference in costs for the benefits selected. Such employees shall exercise their option to participate within thirty (30) days of employment or eligibility. After the thirty (30) days, enrollment in a medical plan may occur during annual open enrollment or with a qualifying life event. Enrollment in dental and/or vision plans thereafter may only occur with a qualifying life event.
2. Effective July 1, 2020, benefits eligible employees who provide satisfactory proof of medical coverage may elect to receive cash in the amount of \$464 per month in lieu of medical coverage on a prorated basis. Employees who elect this option may purchase dental and/or vision benefits through the District at their full cost.
3. Eligible employees are enrolled in the District-paid standard time-life insurance plan (\$50,000) upon benefits eligibility. Eligible employees may elect an additional fifty thousand dollars (\$50,000) in life insurance coverage at their prorated cost upon initial benefits eligibility only. Any tax consequences associated with this additional election shall be borne by the employee.
4. A part-time employee who receives a permanent appointment to a full-time position (8 hours/1.0 FTE) may elect to move from cash in-lieu to benefit coverage within 30 days of the full-time appointment.

DI. Domestic Partnership Coverage

1. Definition

A domestic partnership shall exist between two persons regardless of gender and each shall be the domestic partner of the other if both complete, sign, and have notarized the San Ramon Valley Unified School District Affidavit of Domestic Partnership and provide the required documentation.

2. Criteria

A domestic partnership exists when all the following occur:

- a. Both persons have a common residence.
- b. Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
- c. Neither person is married, legally separated, nor a member of another domestic partnership.
- d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- e. Both persons are at least eighteen (18) years of age and are legally able to consent to contract.
- f. It has been at least six months since either of the two parties has filed a statement of termination of a previous Affidavit of Domestic Partnership with the San Ramon Valley Unified School District. This prohibition does not apply if the previous domestic partnership ended due to the death of one of the partners.
- g. The two parties agree to notify the San Ramon Valley Unified School District Human Resource Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated by either person.

### 3. Application and Terms

In order to receive any benefit provided for by this section, an employee and his or her domestic partner shall complete, have notarized, file with the District a San Ramon Valley Unified School District Affidavit of Domestic Partnership and provide the required documentation.

The affidavit shall also include a signed statement indicating that the employee agrees that he or she is required to reimburse the District for any expenditures made by the District including administrative charges and other costs on behalf of the domestic partner, if the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

Employer-paid health care coverage for the domestic partner and dependent children of the domestic partner is considered taxable income to the employee unless the domestic partner/dependent child/children is a dependent as defined by Section 152 (a) of the Internal Revenue Code and implementing regulations. This benefit coverage is subject to Federal and

State Income Tax and must be reported as inputted income on the employee's W-2 form. The District must pay all applicable employer taxes on these amounts and ensure adequate withholding.

The non-employee domestic partner and his/her dependent children will have rights to continue coverage through COBRA as allowed by federal and state law.

The District shall be indemnified and held harmless by the employee against any legal action pursued by another party under applicable laws including, but not limited to community property, contract or family laws.

#### 4. Termination

A domestic partnership shall terminate when any of the following occurs:

- a. One partner sends by certified mail to the other partner, a notarized written notice that he or she is terminating the partnership.
- b. One of the domestic partners dies.
- c. One of the domestic partners marries.
- d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of common residence.

The State of Termination of Eligibility must be filed within thirty (30) days of the end of the domestic partnership. All benefits provided by Article XII of this contract shall cease as of the last day of the month in which the Statement of Termination of Eligibility of Domestic Partners is received. If the District suffers any loss as a result of the employee's failure to file the certification, the employee shall be liable to the District for actual loss incurred by the failure to receive notice that the domestic partnership has been terminated.

#### G. Paid Leave Benefits

District-paid contributions shall continue for employees on District paid leave.

#### H. Unpaid Leave Benefits

Employees on approved unpaid leaves and not eligible for the district paid benefits continuing through other leave provisions, may elect to continue

health, dental, vision and life insurance allowed by the provisions of the plans in force in the District, subject to payment by the employee to the District of the premiums for continued coverage on a month-to-month basis. Payments to the District for such premiums that are in excess of thirty (30) days late may result in cancellation of coverage.

I. California State Disability Insurance

The District shall deduct from the employee's pay and forward to the appropriate agency the premium for California State Disability Insurance for all employees in the unit. (See Article VII, Leaves, A. Leave of Absence for Illness or Injury, Number 9.) Employees absent from work and collecting SDI benefits will accrue vacation and sick leave hours based on normal assigned hours less offsetting income received from SDI. The District will continue to provide health and welfare benefits based on normal assigned hours until an SDI long term absence exceeds the five-month period provided by the Agreement under Article VII, B. Thereafter the District will contribute only the proportionate share represented by income received from the District.

J. Mileage

Employees who are required to use their own motorized vehicles in the performance of their duties and employees who are assigned to more than one work site shall be reimbursed for mileage at the current IRS rate. Reimbursement shall be approved for:

1. Travel between work sites to which the employee is assigned.
2. Travel assigned or approved by the District for other purposes.

K. Noon Duty Supervision Hours

For bargaining unit members, as referenced in Article XVIII, who also work hours as a noon duty supervisor, the hours worked as a noon duty supervisor will not apply toward health and welfare benefits eligibility. Beginning July 1, 2021, hours worked as a Unit Noon Duty Supervisor shall apply toward health and welfare benefits eligibility.

L. Benefits Study Committee

The Association and the District agree to participate in good faith in an employee benefits study committee to propose cost reductions or benefits packaging provisions that might improve the employee benefits or improve the cost containment possibilities for the District.

The committee members will also work proactively to develop prospective options for the District and its bargaining units to ensure, to the greatest extent possible, that the District can continue to offer multiple health plan options to employees and retirees.

The Association shall designate one representative from the bargaining unit to serve on the committee. Participation on the study committee shall normally be during duty time; if not, the representative shall be paid for the time. All recommendations from the study committee may be considered as immediate re-openers for negotiations by mutual agreement between the Association and the District. In the event agreement is reached between the two parties on any matters affecting benefits, immediate implementation is permissible upon ratification.

### **ARTICLE XIII**

#### **SAFETY**

- A. Alleged violations of safe working conditions shall be reported to the employee's immediate supervisor and may in addition be reported to the Safety Committee. If the situation has not been resolved within a reasonable period of time, the employee may submit such alleged violation to the appropriate administrative agency, such as CAL OSHA, and not process it as a grievance.
- B. The District Safety Committee shall include one (1) bargaining unit representative each from Unit II and Unit III appointed by the Association. The chairperson of the committee shall be a District administrator, who shall schedule meetings of the committee. The committee shall meet at least once every three (3) months. Request for other meetings shall be submitted to the chairperson.
- C. The committee member appointed by the Association shall be allowed release time for committee meetings.
- D. No employee shall be discriminated against for reporting any condition which he/she believes to be in violation of health and safety codes.



## ARTICLE XIV

### **SALARIES / WORKING OUT-OF-CLASS / RECLASSIFICATION**

#### **A. Salary Schedule**

The District and the Association shall negotiate salary schedule changes annually.

For 2020-2021, the Unit II/Unit III salary schedules shall be increased by 1% effective July 1, 2020. For 2021-2022, the salary schedules shall be increased by an additional 3%, effective July 1, 2021.

In addition to the above, the District will provide unit members a one-time, off-schedule payment of 1% of their annual base salary for the 2021-2022 school year based on the member's salary schedule placement on November 1, 2021.

Should any bargaining unit negotiate either a higher base salary increase or one-time, off-schedule payment in 2020-2121 or 2021-2022, the unit shall receive the same increase.

#### **B. Split-Shift Differential**

Employees who work split shifts shall be paid a differential of \$2.00 per day. A split shift is a workday that contains an unpaid period of time that is at least one (1) hour long. Lunch and rest period as defined in hours cannot be considered as part of the one (1) hour unpaid time that qualifies a work day as a split shift.

#### **C. Working Out of Classification**

An employee temporarily assigned in writing by his/her supervisor to a higher classification or directed in writing to perform duties inconsistent with those assigned to his/her position for a period of three (3) or more consecutive workdays, or at least five (5) nonconsecutive working days within a fifteen (15) calendar-day period, shall be paid for such period at the rate of pay applicable to the higher classification, at the lowest step which will give a five percent (5%) salary increase.

If an employee has not been directed in writing, but believes he/she is being required to perform duties inconsistent with his/her job description, the employee will immediately notify his/her immediate supervisor and the Human Resources Department.

#### D. Longevity

1. An employee shall receive an increase of four percent (4%) of his/her base rate of pay upon completion of five (5) years of continuous service with the District, six percent (6%) after ten (10) years, eight percent (8%) after fifteen (15) years, ten percent (10%) after twenty (20) years, and twelve percent (12) after twenty-five (25) years of continuous service. Effective July 1, 2022, employees who have completed twenty-five (25) years of continuous service with the District shall receive thirteen percent (13%) of his/her base rate and employees who have completed thirty (30) continuous years of service shall receive sixteen percent (16%) of his/her base rate of pay for their longevity with the District.
2. Persons laid off and reemployed within thirty-nine (39) months of separation shall not be deemed to have suffered a break in service for purposes of computing service years for longevity entitlement.

#### E. Professional Growth

1. Employees may earn professional growth awards equal to five percent (5%) of their regular monthly salaries when they meet the specific conditions set forth in this section. Each employee may earn a maximum of four (4) awards for a cumulative total of twenty percent (20%) of their regular monthly salaries during their District employment.

An employee must complete at least nine (9) semester units or equivalent to be eligible for each award. An employee will receive credit for a maximum of three (3) semester units or their equivalent per year toward the eligibility for an award. If an employee earns more than the maximum of three (3) semester units per year, the employee may apply the remaining uncredited units to other year(s).

Once an employee has been credited with nine (9) semester units or their equivalent, the employee is eligible to receive the first professional growth award (5% of current base salary schedule placement).

Once an employee has been credited with eighteen (18) semester units or their equivalent, the employee is eligible to receive the second professional growth award (10% of current base salary schedule placement).

Once an employee has been credited with twenty-seven (27) semester units or their equivalent, the employee is eligible to receive the second professional growth award (15% of current base salary schedule placement).

Once an employee has been credited with thirty-six (36) semester units or their equivalent, the employee is eligible to receive the second professional growth award (20% of current base salary schedule placement).

2. All course work shall be related either to the employee's current job or other potential employment within the District. This provision shall apply to any activity schedule to begin after February 15, 1996.
3. Such professional growth awards shall be granted as of September 1 for credits completed on or before September 1 and submitted on or before November 1. Such awards shall be granted as of February 1 for credits completed on or before February 1 and submitted on or before April 1. A fourth award shall only be granted for credits completed on or after January 1, 1996. This change will be retroactive to July 1, 2004 for any eligible employees who submitted units by November 1, 2004 and who were scheduled for the February 1, 2005 award window.

#### F. Classification/Reclassification

##### 1. Purpose of Reclassification Procedures

- a. Reclassification is not a device for salary increases. It is to allow the reclassification caused by a change in the job requirements.
- b. The sole purpose of this section is to provide a uniform system for the individual unit member to be able to request reclassification.

##### 2. Request for Reclassification

- a. Bargaining unit members are entitled to request that a position be reclassified, or a group of positions within a classification be reclassified, or the entire classification be reclassified. Bargaining unit members who believe they have been directed to perform duties out of their job classification shall inform the evaluating supervisor and CSEA in writing, with a copy to the Human Resources Department, by September 30 of the current school year. Prior to October 30, the bargaining unit member and his/her supervisors shall meet to discuss the employee's rationale for a potential reclassification, the assignment of job duties in relation to the actual job description, and the additional duties the bargaining unit members have been requested/required to do.
- b. If the employee and/or supervisor wishes to pursue the classification request, the bargaining unit members shall submit the reclassification

packet to CSEA and a copy to the Human Resources Department no later than November 15.

- c. Nothing in this section shall preclude the employer's right to initiate reclassification. In such case, CSEA will be notified at the initiation of the District's intended reclassification.
3. The District and CSEA may mutually agree to proceed to the provisions of Article XIV,F.8., with a joint recommendation to the Superintendent on reclassification requests submitted.

4. Reclassification Process

- a. All requests which meet the criteria below shall be reviewed by a three-member panel, which shall include one appointee from CSEA, one appointee from the District, and a neutral appointee mutually selected by the District and CSEA.
  - 1) The cost of the neutral appointee shall be shared equally by CSEA and the District.
  - 2) The review panel shall meet in December, or as early thereafter as possible.
  - 3) The recommendation of the panel shall be advisory and forwarded to the Superintendent who will make a recommendation to the Board of Education for final action.
  - 4) A copy of the panel's recommendation will be submitted to the employee.
- b. The employee requesting the reclassification shall bear the burden of proof with respect to presenting his/her facts and substantiating evidence to the review panel. The evaluating supervisor may be asked by the panel to comment in writing or verbally regarding his/her analysis of the assigned job duties and the employee's request.

5. Reclassification Criteria

- a. Reasons for reclassification:
  - 1) Significantly new job duties are permanently added to the job or job description by the supervisor.

- 2) Significantly new or increased responsibilities, other than increased workload, have been permanently added to the position by the supervisor.

b. Reasons that are not a basis for reclassification:

- 1) Workload increases will not be considered a basis for reclassification. (“Workload” means the volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are essentially the same or at the same skill level, there is no basis for reclassification.)
- 2) Seniority, or length of service, in the position shall not be considered a basis for reclassification.
- 3) Assuming duties on one’s own behalf shall not be considered a basis for reclassification.

c. Other considerations:

- 1) The panel shall take into consideration the frequency and time period in which duties outside the job description occurred.
- 2) The panel shall also ensure that new or increased duties have not been simply assumed by the employee without the supervisor’s knowledge and/or approval. Duties must be known or assigned by the supervisor for reclassification to be warranted.

6. Authority of the Review Panel

- a. The panel shall have the authority to consider written statements or verbal testimony of witnesses as needed. The panel may determine time limits for any verbal presentations. The panel may recommend to the Superintendent the following when considering requests for reclassification:
  - 1) Range placement
  - 2) Changes in the job description
  - 3) Changes in the job title
  - 4) Creation of a new classification or range

7. Representatives appointed by the Association and the District shall meet to review the panel's recommendation.

8. Final Decision and Implementation

a. The Superintendent shall be forwarded a copy of the panel's recommendation. The Superintendent shall review the panel's recommendation and determine whether it should be approved. The Superintendent's decision shall be final.

b. Reclassifications approved by the Superintendent that result in changes in job descriptions and/or salary ranges shall be negotiated between the District and the Association before they are forwarded to the Board of Education for approval.

c. Upon request, the District and the Association will meet to review the changes approved through the reclassification process to assess their impact on the integrity of the salary schedule and classification structure.

d. All approved reclassifications shall take effect retroactive to September 30 of that school year.

9. General Provisions

a. Placement in Class: Every position shall be placed in a class.

b. New Classification: New classifications shall be assigned to the salary schedule pending negotiations on the appropriate placement of the new classification. Such negotiations shall be completed within thirty (30) days of establishing the new classification.

c. Reclassification Salary: Upon reclassification upward of a position class of positions, the position(s) shall be assigned a range at least one range higher than the former range. The incumbent(s) in the reclassified position(s) shall be reclassified with the position(s), and placed on the lowest step which will provide a two-and-one-half percent (2 ½%) salary increase, unless such a step does not exist. Reclassification shall not change an employee's anniversary date.

d. If it is agreed that the employee has been working out of class but is not being reclassified, then the employee will be notified in writing that s/he is no longer responsible for some or all of the out of class duties. The

employee will be paid appropriate out-of-class differential retroactively from September 30 of the current school year to the date of notification.

#### G. Payroll Period

Regular employees (monthly and hourly) shall be paid on the last working day of the month. Salary for hours in addition to the basic assignment shall normally be paid on the 10<sup>th</sup> of each month. If the normal payday falls on a holiday, the paychecks will be issued on the preceding workday.

#### H. Pay Plan

1. Less than 12 month employee pay plan: The monthly salary rate for less than 12 month employees will be based on the actual workdays, plus holidays, plus base vacation days times the number of hours worked per day; the total annual hours are then multiplied by the hourly rate on the salary schedule and then divided by the number of work months to determine the monthly rate. Excess vacation entitlement is accrued in the employee leave records.
2. 12 month pay plan: The monthly rates for 12 month positions are calculated by multiplying the employee's hourly rate from the salary schedule by 173.333. The annual rate is determined by multiplying the employee's hourly rate by 2080 (173.333 x 12 months).
3. In the event an employee experiences a change in salary entitlement and has received compensation that exceeds entitlement, he/she will be required to reimburse the District for the overpayment.

#### I. Initial Salary Placement

New employees shall normally be placed on Step 1 of the salary schedule. A placement above Step 1 may be recommended by the Classified Personnel Administrator at his/her discretion on the basis of comparable experience with another school district or comparable professional experience on a year-for-year basis.

#### J. Step Advancement

Eligible employees shall advance one step on the salary schedule within the appropriate range upon the completion of each twelve (12) month period of employment with the District based upon their anniversary date. Such annual advancement will continue until the maximum step within the range is reached.

K. Salary Placement Upon Promotion

An employee promoted to a higher classification shall be placed on the step of the new range which will give a minimum of a five percent (5%) salary increase unless such a step does not exist. The employee shall thereafter advance on the salary schedule within the appropriate range as provided in Section J. The promotion of an employee does not change his/her anniversary date.

L. Lost Paychecks

An employee whose paycheck is lost after receipt or is not delivered within five (5) days after date of mailing shall make a written application to the Payroll Department for replacement of the check. Following such application, the District shall issue a new paycheck not later than twenty (20) working days after the date of application.

M. Payroll Errors

1. Whenever it is determined that an error has been made in the payment of an employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment.
2. Any salary overpayment(s) shall be corrected by Payroll deduction pursuant to a repayment schedule which shall not exceed six (6) months and shall, if possible, recover the overpayment(s) within the school year in which the overpayment(s) occurred.

N. Experience Credit

District employees may receive experience credit toward a promotional position under the following circumstances:

1. The employee has worked for the District for three (3) years or less.
2. Experience must be professional, paid experience of the type that the employee would have received salary schedule credit, if the employee had originally been hired into the District in the promotional position. Placement may not be above Step 3 on the new range.
3. Salary schedule placement for initial employment and promotional employment shall be determined by the Classified Personnel Administrator.



O. Reimbursement

4. The District shall pay the cost of any medical examination/certificate required by the District as a condition of continued employment.

**ARTICLE XV**

**GRIEVANCE PROCEDURE**

A. Purpose

1. This grievance procedure shall be used to process and resolve grievances arising under this Agreement.
2. The purposes of this procedure are:
  - a. To equitably resolve grievances informally at the lowest possible level.
  - b. To provide an orderly procedure for reviewing and resolving grievances promptly.

B. Definitions

1. A "grievance" is an alleged violation, misinterpretation, or misapplication of the expressed terms of this Agreement which directly and adversely affect the grievant. Matters for which a specific method of review is provided by law or by the terms of this Agreement are not within the scope of this procedure.
2. A "Grievant" is a member (or members) of the representation unit covered by this Agreement who file(s) a grievance. An officer of the unit or a CSEA representative may file a grievance on behalf of a named unit member or members. The Association may also be the Grievant.
3. A "day" is any day in which the District office is open for business.

C. Time Limits

Every effort shall be made to complete action within the time limits contained within the grievance procedure; time limitations may be shortened or extended by written agreement of both parties. Upon written request, time limits herein shall be suspended during the summer recess for employees who are not scheduled to work during the summer recess. Such request shall be filed within fourteen (14) days after the beginning of the summer recess.

D. Informal Level

The grievant shall initially meet with his/her immediate supervisor in an attempt to resolve the grievance informally.

E. Level I

1. If the informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be submitted in writing to the immediate supervisor no later than fourteen (14) days after the event or circumstances occasioning the grievance.
2. The formal grievance shall be a clear, concise statement of the grievance citing specific sections of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, the disposition at the informal level, and the specific remedy sought.
3. Within ten (10) days after the filing of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant.

F. Level II

1. If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within ten (10) days to the Superintendent or his/her designee. The grievant may file a copy with the Association.
2. The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reason for the appeal.
3. Within ten (10) days after the appeal is filed, the Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant.

G. Level III

1. If the grievant is not satisfied with the decision rendered at Level II, the Association may appeal the decision within ten (10) days to advisory arbitration. The appeal shall include a copy of the original grievance, the decision rendered at Level II, and a clear, concise statement of the reasons for the appeal.

2. The parties shall select a mutually-acceptable advisory arbitrator. In the event they are unable to agree on an advisory arbitrator within ten (10) days of the submission of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service. If the Association and the District cannot agree on an arbitrator from the list, each party shall alternately strike names until only one name remains.
3. The arbitrator shall conduct a hearing at which both parties may present evidence. After concluding the hearing, the arbitrator shall prepare a report listing the issues, the pertinent facts found at the hearing, and a recommendation for resolution. The report shall be sent to the Board of Education, with copies to the grievant, the Association, and the Superintendent. The cost of the arbitrator shall be borne equally by the District and the Association.
4. If the District or the Association is not satisfied with the recommendation(s) of the arbitrator, the matter shall be referred to the Board of Education as follows:
  - a. The dissatisfied party must notify the other party in writing within five (5) working days after receipt of the arbitrator's report.
  - b. Within ten (10) working days of such notification, each party may develop a position paper, not to exceed ten (10) pages, to be presented to the Board of Education.
  - c. The parties will exchange position papers, and the District will forward the position papers, the arbitration transcript (if available) and the arbitrator's written decision to the Board.
  - d. The Board shall within thirty (30) work days of receipt of written documents render its determination of the grievance. The Board may request both parties to be available to attend a meeting with the Board for the purpose of providing additional information as may be requested by the Board.
  - e. Within fifteen (15) workdays after its determination the Board will give its decision in writing to both parties. Decision of the Board shall be final.

#### H. Miscellaneous

1. Response. If the District fails to respond to a grievance within the time limits specified for the level, the grievant shall have the right to appeal to the next level.

2. Conference. Grievant shall have the right to a conference, upon request, at each level.
3. Records. All records of the proceeding shall be retained by the Personnel Department in a separate grievance file.
4. Reprisals. No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.
5. Representation. Each party may be accompanied by a conferee at all levels of the grievance procedure.
6. Pay. A grievant required by the District to absent himself/herself by reason of these grievance procedures shall not suffer any loss of pay. The grievant's representative shall be entitled to reasonable release time to present the grievance to the immediate supervisor, Superintendent or his/her designee, and the Advisory Arbitrator pursuant to this procedure.
7. Time Limitations. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
8. Initiate Grievance - Level II. If a grievance arises from action or inaction on the part of a member of the Administration at a level above the immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent or his/her designee.
9. Forms. Forms for filing and processing grievances shall be prepared jointly by the District and the Association.
10. Grievance without Intervention. An employee may present a grievance and have the grievance adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.
11. Discharge of Duties. The grievant shall continue to discharge his/her duties and comply with the direction of the Administration until the grievance is resolved.
12. Release Time. A reasonable number of Association representatives shall have the right to receive reasonable release time without loss of compensation for the processing of grievances. Any employee requesting release time for this purpose shall not take release time without the prior

approval of his/her immediate supervisor as to the amount and scheduling of such release time.

## ARTICLE XVI

### DISCIPLINARY ACTION

#### A. Disciplinary Action

No permanent employee shall be disciplined except for cause as prescribed herein or in Education Code of the State of California. The governing board's determination of the sufficiency of the cause for disciplinary action shall be conclusive. Permanent employees who became probationary in a different classification may be removed from such classification, without cause, and returned to the former classification during the probationary period.

#### B. Definitions

Definitions are used herein as follows:

1. Demotion: A move from one class to a class with a lower base salary range.
2. Disciplinary Action: Any action whereby an employee is demoted, suspended, involuntarily transferred in lieu of other disciplinary action, or dismissed, excluding a layoff for lack of work or lack of funds.
3. Cause: Grounds or offenses for disciplinary action against employees enumerated in the law, Board policy, or in this Article.

C. No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two (2) years preceding the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

D. Probationary employees shall be subject to dismissal at any time without cause, upon recommendation of the immediate supervisor, providing the employee shall be entitled, at the employee's request, to a conference with the Classified Personnel Administrator.

#### E. Causes

Permanent classified employees are subject to disciplinary action for any of the following causes:

1. Falsification of any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other school District records.
2. Dishonesty.
3. Incompetency or inefficiency.
4. Violation of proper procedure, Board policy, administrative regulation, department rule, or law.
5. Theft of District property, equipment, supplies or funds.
6. Unsatisfactory performance.
7. Unexcused tardiness.
8. Neglect of duty or poor performance.
9. Inattention to or dereliction of duty.
10. Insubordination: knowingly refusing to perform lawful and reasonably assigned duties, tasks or directives.
11. Discourteous, abusive, or threatening treatment of the public, fellow employees, or students.
12. Possession of or drinking alcoholic beverages on the job, or reporting to work while under the influence of alcohol.
13. Illegally possessing or being under the influence of a controlled substance at work or away from work, or illegally furnishing a controlled substance to another person.
14. Positive drug test, if in safety sensitive position.
15. Conviction of a felony or of a misdemeanor which is of such nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.
16. Abuse of leave privileges, including, but not limited to the habitual use of illness leave or by frequent absences that cannot be medically verified.

17. Absence without leave or failure to follow proper absence request or reporting procedure.
18. Immoral or unprofessional conduct which has a direct effect on the District.
19. Willful disobedience.
20. Misuse or unauthorized use of District property.
21. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's job description or otherwise necessary for the employee to perform the duties of the position.
22. Refusal to take and subscribe to any oath or affirmation, which is required by law in connection with his/her employment.
23. Unlawful discrimination, including harassment, on the basis of actual or perceived race, religious creed, color, national origin, ancestry, political affiliation, pregnancy, physical or mental disability, marital status, gender, gender identity, gender expression, sex, sexual orientation, or age against students, the public or other employees while acting in the capacity of a District employee.
24. Unlawful retaliation against any student, other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

F. Procedure for Discipline

1. The charges shall be served upon the employee in writing by certified mail or by personal delivery, together with a statement of proposed discipline.
2. The charges shall contain a clear and concise statement of the acts and omissions upon which the proposed discipline is based, and a statement of the cause for the action. If it is claimed that the employee has violated a rule or regulation of the Board, such rule or regulation shall be set forth in the notice.
3. A permanent employee who has been recommended for suspension, demotion, or dismissal shall be given written notice of the specific charges against him/her, a statement of the right to a hearing on such charges, and the time within which such hearing may be requested, which shall be not

less than five (5) days after service of the notice to the employee, and a card or paper, the signing and filing of which shall constitute a request for a hearing and a denial of all charges. Failure to request a hearing within the time limit stated in the notice constitutes a waiver of the right to a hearing.

4. After service of the charges, the employee may, upon request, have an informal conference with the Classified Personnel Administrator to discuss the charges. If the employee requests a hearing, the conference shall be held prior to the hearing.
  5. The hearing shall be conducted within thirty (30) days after receipt of the request for hearing, in closed session of the Board of Education, unless the employee requests an open hearing, or before a hearing officer. The Board may elect to delegate authority to a hearing officer to conduct the hearing with or without the presence of the Board, and to prepare a recommended decision which shall be advisory to the Board.
  6. Following the hearing, the decision to sustain or deny the appeal shall be made by the Board of Education, whose decision shall be final.
  7. Notice of disciplinary action to be imposed after a hearing or after a waiver of the right to a hearing shall be given to the employee in writing by certified mail or by personal delivery.
- G. Disciplinary actions shall be governed solely by the provisions of this Article and shall not be subject to the grievance procedure.

## ARTICLE XVII

### LAYOFF

- A. When the District determines that layoffs shall occur, the procedure shall be in accordance with Education Code requirements. Seniority shall be based upon date of hire within the classification.
- B. Any alleged violation of matters relating to layoff shall not be processed as a grievance.
- C. If the District takes action to lay off unit employees during the term of this Agreement, the Association may request negotiations on negotiable matters relating to such layoff.



D. Prior to implementing a layoff, the District shall prepare a Paraeducator order of employment for affected and lower classifications. The order of employment shall be in reverse order of first day of paid service in each classification.

E. Effects of Layoff

1. Reemployment from Layoff

- a. Offers of reemployment shall be made in writing, by certificated mail to the last known address of the employee. It shall be the responsibility of an employee who relocates to advise the district of his/her correct mailing address.
- b. Upon notification of an offer or employment, the employee shall have ten (10) calendar days from the date of mailing to notify the District of acceptance. Failure to timely respond shall be considered a waiver of the right to the vacancy offered.
- c. The names of employees laid off shall be placed on a reemployment list in the reverse order of layoff. All employees laid off shall be placed on the reemployment list for not less than thirty-nine (39) months.
- d. Employees accepting demotion or voluntary reduction in assigned time in lieu of layoff shall be placed on the reemployment list for a total of sixty-three (63) months. Employees who take voluntary reduction in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in his/her former class or to positions equal to former assigned time as vacancies become available within the sixty-three (63) months. All such employees shall be ranked on the reemployment list in accordance with their seniority.
- e. Reemployment shall be offered in reverse order of layoff regardless of the hours per day in the former position.
- f. When vacancies arise and employees in layoff status have no reemployment rights to the position, they shall be given consideration for the vacancy upon written request in accordance with the procedure established for posted vacancies in Article VIII, Transfers, Promotions, Demotions, and Reinstatements. For purposes of interpreting the Article, employees on layoff shall be deemed to be unit members with the same rights of promotion or transfer as other unit members.
- g. An employee on a reemployment list may decline three (3) offers of reemployment or reassignment in his/her former classification or hours.

After the third refusal no additional offers need to be made, except that the employee may, during the period of entitlement, notify the District in writing of availability and shall thereafter be entitled to an additional three (3) offers of reemployment for the period his/her name is on the reemployment list. No employee shall be removed from the reemployment list prior to the time established in a. above, unless a voluntary resignation or dismissal from District employment occurs during the entitlement period.

## 2. Benefits

- a. Employees on a reemployment list shall be first offered substitute work in classification(s) they have formerly held, subject to their availability, at the appropriate rate. Such efforts to offer substitute work on a priority basis will be made in good faith.
- b. Persons on layoff who have been reemployed within thirty-nine (39) months [or sixty-three (63) months, whichever is applicable] from the date of layoff shall retain their seniority, accumulated and unused sick leave and vacation accrual rate, and accumulated credit towards longevity. Declining an offer of reemployment, shall not be considered a break in service.
- c. An employee accepting voluntary demotion to a former classification shall be placed on the salary schedule in accordance with their recognized experience. Such placement shall not be at any step lower than the step on which the employee served at the time he/she left the former classification. The anniversary date held in the former classification shall be unchanged whenever such placement is lower than the highest step of the range.
- d. An employee accepting voluntary demotion to a vacancy in a classification not previously held shall be placed on the salary schedule at the step which will result in not more than a five percent (5%) decrease in hourly rate, providing such placement shall not exceed the highest step of the range of the new classification.
- e. Health and welfare benefit premiums for laid off employees shall be paid in the same proportionate amounts as if the employee had not suffered a layoff until the end of the month at least thirty (30) days after the layoff becomes effective. For purposes of this subsection persons on layoff shall include persons accepting reductions in hours or demotions in classification in lieu of layoff.

### 3. Retirement in Lieu of Layoff

- a. Any employee may elect to accept a service retirement in lieu of layoff, voluntary demotion or reduction in assigned time. Such an employee shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.
- b. The employee shall then be placed on a reemployment list. However, the employee shall not be eligible for reemployment during such other periods of time as may be specified by pertinent Government Code Sections related to retirement. No employee electing retirement in lieu of layoff will be eligible to hold a regular position in any classification and retain retiree status.
- c. The District agrees that when an offer of reemployment is made to an eligible person retired under this article, and the district is notified of acceptance of the offer, the vacancy shall be maintained until the reinstatement from retirement has been processed.
- d. An employee who elects retirement under this section and who declines three (3) offers of reemployment shall be deemed to be permanently retired, and subject to all rights, benefits and burdens of other persons retired under PERS regulations.
- e. An employee who elects to retire after being placed on a reemployment list shall be deemed to have elected retirement in lieu of layoff. Any such person shall be retained on the reemployment list for the balance of the thirty-nine (39) months. All such persons shall be subject to the provisions of b., c. and d. above.

## **ARTICLE XVIII**

### **UNIT NOON-DUTY SUPERVISOR PROVISIONS**

The California Legislature enacted a new law which took effect on January 1, 2003, modifying Section 45103 of the Education Code such that Noon Duty Supervisors who also work in regular classified positions in the District shall be considered a part of the classified service (hereafter referred to as "Unit Noon Duty Supervisors"). State law was further amended under AB 670 on January 1, 2018 which entitled all noon duty supervisors to all of the benefits and protections afforded to classified employees under the Education Code. These employees are entitled to statutory benefits such as a probationary period, the attainment of permanency, the right to accrue sick leave, vacation, ~~and~~ holidays, and other leaves guaranteed by the Education Code,

the right to due process if disciplined for cause in permanent status, and the right to notice and reemployment when subject to layoff or reduction. The intent of this Article is to implement the statutory obligations under the law.

All other Articles of this Agreement which indicate applicability to bargaining unit members will apply to Unit Noon Duty Supervisors only as specified in this Article.

The following Articles apply to Unit Noon Duty Supervisors as written:

Article I	Recognition
Article II	District Rights
Article III	Non-Discrimination
Article IV	Organizational Security
Article V	Hours
Article VI	Overtime
Article XI	Evaluation Procedures
Article XIII	Safety
Article XV	Grievance Procedure
Article XVI	Disciplinary Action
Article XVII	Communication and Training
Article XIX	Completion of Agreement, Savings Clause
Article XX	Term

All other Articles below apply only as specified:

### **Article VII, Leaves**

For the purpose of all sections of this Article, a Unit Noon Duty Supervisor equivalent day is defined as the average daily hours as calculated retroactively twice per year using the payroll attendance sheets for the preceding July 1 through December 31, and January 1 through June 30. Accruals shall be calculated and granted on this schedule. Pay for leaves to which the employee is entitled and has taken shall be paid twice per year on the regular payroll in January and July.

**The following sections of this article apply as written:**

- A. Leaves of Absence for Illness or Injury
- B. Entitlement to Other Illness or Injury Leave
- D. Industrial Accident and Illness Leave
- E. Additional Leave for Non-Industrial Accident or Illness
- F. Bereavement Leave
- G. Personal Necessity Leave
- H. Military Leave

- I. Other Leave
- J. Judicial Leave
- K. Association Leave
- M. Study or Retraining Leave
- N. Family Care Leave
- O. Parental Leave with Pay (AB 2393)
- P. Family School Partnership Leave
- Q. District Employment Leave
- R. Leaves – General
- S. Return from Leave
- T. Absence Without Leave

Section C., Catastrophic Leave and L., Personal Business Leave, shall not apply to Unit Noon Duty Supervisors.

### **Article VIII, Transfers, Promotions, and Reinstatements**

Transfer and promotion procedures are limited to:

Positions shall be posted specifically for each school location. The selection process shall be limited to the posting and an informal interview by the Principal. With the approval of both the sending and receiving principal, and if such vacancy exists, the employee may transfer to another Unit Noon Duty Supervisor position within the District, and retain all seniority rights.

The District retains the right to set the hours available for noon duty supervision. The Principal will inform the Unit Noon Duty Supervisor of the hours available. The employee may accept or reject the assignment. As a condition of employment, the scheduled hours of work are assigned by the Principal, subject to the availability of the employee. The employee is not obligated to work a specific, designated FTE, nor is the District obligated to offer a specific number of hours.

### **Article IX, Holidays**

Sections A. through F. apply as written.

Replace Section G. as follows:

Only when considering Unit Noon Duty Supervisors, all holiday pay shall be based on an equivalent day, which is defined as the average daily hours as calculated and paid retroactively twice per year using the payroll attendance sheets for the preceding July through December 31, and January 1 through June 30.

## **Article X, Vacations**

Sections A., C. through F., and H. through J. apply as written.

Replace Section B. as follows:

Unit Noon Duty Supervisors accrue vacation at the rate of one (1) equivalent day per month during the first five (5) years of regular employment. An equivalent day is defined as the average daily hours as calculated retroactively twice per year using the payroll attendance sheets for the preceding July 1 through December 31, and January 1 through June 30.

Replace Section G. as follows:

Vacation accrual will be paid twice per year on a regular payroll in January and July.

## **Article XII, Employee Benefits**

Employee Benefits eligibility is limited to:

Beginning July 1, 2021, any hours worked as a Unit Noon Duty Supervisor shall apply towards health and welfare benefits eligibility.

## **Article XIV, Salaries**

Replace Section A., Salary Schedule as follows:

The salary for Unit Noon Duty Supervisors shall be limited to hourly pay based on the Miscellaneous Salary Schedule for Unit Noon Duty Supervisors.

Sections B. through F., pertaining to Split-Shift Differential, Working Out of Classification, Longevity, Professional Growth, and Classification/Reclassification shall not apply to Unit Noon Duty Supervisors.

Replace Section G., Payroll Period, as follows:

Regular employees (monthly and hourly) shall be paid on the last working day of the month. For the purposes of leave accrual, holiday and vacation pay, a Unit Noon Duty equivalent day is defined as the average daily hours as calculated retroactively twice per year using the payroll attendance sheets for the preceding July 1 through December 31, and January 1 through June 30. Accruals shall be calculated and granted on this schedule. Pay for holidays, vacation accrual, and leaves to which the employee is entitled and has taken shall be paid twice per year on the regular payroll in January and July.

Section K., Promotion, shall not apply to Unit Noon Duty Supervisors.

### **Article XVII, Layoff**

- A. When the District determines that layoffs of Unit Noon Duty Supervisors shall occur due to lack of work or lack of funds, the procedure shall be in accordance with Education Code requirements. Seniority shall be based upon date of hire within the Unit Noon Duty Supervisor classification, in no instance earlier than January 1, 2003.

Sections B. through D. apply as written.

Section E., Effects of Layoff, is limited to:

The Unit Noon Duty Supervisor positions are hourly positions without standard designated FTE entitlements. Offers of reemployment shall be in inverse order of layoff. This right extends only to the opportunity for reemployment, not to any guarantee of a specific FTE.

## **ARTICLE XIX**

### **COMMUNICATION AND TRAINING**

- A. The parties mutually acknowledge and understand the importance of effective communication between classified employees and the District and the critical role that it plays in keeping unit members aware of and informed about matters that are pertinent to their employment. Additionally, the parties acknowledge that the ongoing training of unit members is essential in promoting and improving their work-related knowledge, skills, and efficiency and ensuring that such is up-to-date and sufficient to address the needs of the District and the students it serves.
- B. The District shall demonstrate good faith efforts to provide ongoing communication and training to all bargaining unit members represented by the Associations. The District shall, as necessary, offer to adjust the work hours of and/or offer additional compensation to unit members to participate in or attend trainings on mandated topics and topics of critical need to the District, its students, and its employees.
- C. The District shall provide bargaining unit members with access to technology, including devices, email, and programs, to perform job duties and responsibilities.

- D. The District shall allocate time for unit members to complete required online trainings during the course of their normal work hours whenever possible and practical to do so. Unit members who are required to complete online trainings outside their normal work hours shall be compensated for such time.
- E. Training will be provided to unit members who are assigned to a new position. Compensation for such training will be at a regular positional rate. Employees shall be given the opportunity to receive up to five (5) days of training with approval of Human Resources.

A joint committee will be established to develop and plan professional development activities for unit members on staff development days with promote the development of employee knowledge, skills and expertise, expansion of their professional capacity, and exploration of professional topics of interest, in support of the District's goals, priorities, and strategic plan. The committee, which shall be comprised of up to three (3) members designated by the Association and up three (3) members designated by the District, shall meet at least once ach academic year in preparation for the year's professional development days. With approval of the Human Resources Department, the joint committee members shall determine the information it needs and the actions necessary to fulfill its purpose as identified in this section.

## ARTICLE XX

### COMPLETION OF AGREEMENT - SAVINGS CLAUSE

- A. This document comprises the entire Agreement between the District and the Association on matters within the lawful scope of negotiation. This Agreement is subject to reopening in accordance with paragraphs C., D., and E. below.
- B. The provisions of this Agreement shall prevail over contradictory written policies and administrative regulations and state laws to the extent permitted by law.
- C. Upon ratification, all articles in the Agreement shall be closed for the 2019-2020 school year. For 2020-2021 and 2021-2022, each party may re-open on Salary, Benefits, and up to two (2) other articles of its choices.
- D. The parties agree to re-open Article XIV, Section E (Professional Growth) as needed to address and resolve issues raised by CalPERS during the term of the Agreement.
- E. If any provision of the Agreement or any application thereof to any employee is held by the final judgment of a court of competent jurisdiction, or a final,




unappealed decision of the Public Employment Relations Board, to be contrary to law, then such provision or application shall be deemed invalid to the extent required by such judgment or decision, but all other provisions or applications shall continue in full force and effect. The parties shall, within thirty (30) days after finality of the judgment or decision, meet for the purpose of negotiating a comparable substitute provision.

**ARTICLE XXI**

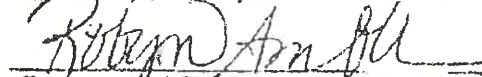
**TERM**

The term of this Agreement shall be from July 1, 2019, through June 30, 2022.

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, UNIT III, CHAPTER 65**



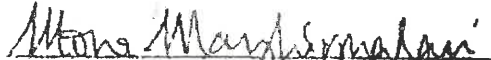
**Tami Castelluccio**  
President



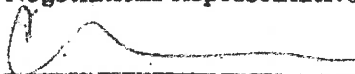
**Robyn Ambler**  
Negotiations Representative



**Joanna Canaparo**  
Negotiations Representative



**Mona Manghirmalani**  
Negotiations Representative



**Cindy McCann**  
Negotiations Representative



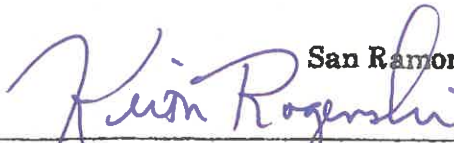
**Jose Pinon**  
Negotiations Representative



**Gaylene Vecchio**  
Negotiations Representative



**Kathy Rollins**  
Labor Relations Representative



**Keith Rogenski**  
Assistant Superintendent  
Human Resources

**San Ramon Valley Unified School District**



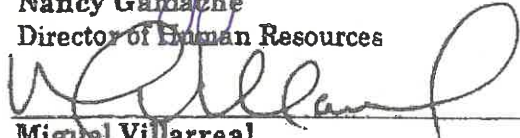
**Melanie Jones**  
Executive Director  
Human Resources



**Nancy Gamache**  
Director of Human Resources



**Linda Rowley-Thom**  
Director of Special Education



**Miguel Villarreal**  
Director of Child Nutrition & Warehouse

# **APPENDIX A**

## **SALARY SCHEDULES**

# SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

## CLASSIFIED BARGAINING UNIT III - C.S.E.A. PARAEUCATOR 2020-21 SALARY SCHEDULE FOR LESS-THAN-12-MONTH POSITIONS

### SCHEDULE

Range	Step 1 Hourly	Step 2 Hourly	Step 3 Hourly	Step 4 Hourly	Step 5 Hourly	Step 6 Hourly	Step 7 Hourly
A	14.41	15.13	15.89	16.68	17.53	18.40	19.33
B	15.88	16.67	17.52	18.39	19.32	20.28	21.29
C	17.46	18.32	19.22	20.19	21.20	22.27	23.36
D	20.64	21.67	22.76	23.89	25.08	26.33	27.64
E	22.72	23.85	25.03	26.29	27.60	28.97	30.42
F	23.85	25.03	26.29	27.60	28.97	30.42	31.95
G	27.23	28.59	30.03	31.53	33.10	34.74	36.49
H	30.39	31.91	33.50	35.18	36.94	38.79	40.72
I	31.90	33.49	35.17	36.92	38.78	40.71	42.75

### Equal Pay Plan For Less-than-12-Month Positions:

The equal pay for each pay period is calculated by multiplying the employee's hourly rate times the number of hours in their equivalent day times the total number of paid days in their duty year (duty year = work days + holidays + annual base vacation days), and then dividing that product by the number of calendar months in which the employee has at least one one scheduled work day according to their duty year calendar.

### Range A

Aide to the Physically Handicapped  
Classroom Paraeducator

Primary Intervention Paraeducator

### Range B

Special Education Paraeducator

Senior Primary Intervention Paraeducator

Health Clerk Paraeducator

Preschool Paraprofessional

### Range C

Instructional Assistant

(Subject area expertise-minimum supervision)

Instructional Assistant

Instructional Assistant - P.E.

Study Hall Monitor; Reader

School Technology Instructional Assistant

Campus Monitor

English Language Development Tutor

Educational Transcriber

### Range D

Autism Specialist Paraeducator

### Range E

Specialized Physical Health Care Assistant

Behavior Specialist Paraeducator

### Range F

Lead Behavior Specialist Paraeducator

Workability Coordinator

### Range G

Accompanist

Assistive Technology Technician\*

### Range H

Interpreter for Hearing Impaired

Braille Interpreter for Visually Impaired

### Range I

Special Education Paraeducator/

Sign Language Interpreter

### PROFESSIONAL GROWTH:

5% of base salary after completing 9 Semester Units  
and 3 years of continuous service

10% of base salary after completing additional 9 Semester Units  
and 6 years of continuous service

15% of base salary after completing additional 9 Semester Units  
and 9 years of continuous service

20% of base salary after completing additional 9 Semester Units  
and 12 years of continuous service

### LONGEVITY:

4% of base salary after 5 years of continuous service

6% of base salary after 10 years of continuous service

8% of base salary after 15 years of continuous service

10% of base salary after 20 years of continuous service

12% of base salary after 25 years of continuous service

### Increases:

95/16 = 4%; 95/16 = additional 1%; 96/7 = 5%; 97/98 = 5.25%;

98-99 = 4%; 99/0 = 2.96%; 00/1 = 10%; 01/02 = 2%; 02/03 = .6%;

03/04 = 0%; 04/05 = 3.5%; 05/06 = 5%; 06/07 = 8.3%;

07/08 = 2.0%; 08/09 = 0%; 09/10 = 0%; 10/11 = 4 Budget-cut Days

Revised 10/11 = 2 Budget-cut Days; 12/13 = 4% one time payment;

13/14 = 4%; 14/15 = 2% & 2.38% (one-time);

15/16 = 5.07% + 4% (one-time); 16/17 = 3%; 17/18 = 2% (one-time);

18/19 = 4.18%; 19/20 = 2.56%

Effective Date: 7/1/19  
Board Approved: 3/3/20

\* Assistive Technology Technicians with certification in assistive technology applications shall receive a 5% certification pay in addition to the base salary.

# SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

## SUPPLEMENTAL SALARY SCHEDULE CSEA UNIT III - PARAEUCATOR OCCUPATIONAL THERAPIST/ PHYSICAL THERAPIST/BEHAVIOR ANALYST/ CERTIFIED OCCUPATIONAL THERAPY ASSISTANT 2021-21

RANGE	Step 1 Hourly	Step 2 Hourly	Step 3 Hourly	Step 4 Hourly	Step 5 Hourly	Step 6 Hourly
A	31.80	33.40	35.08	36.82	38.67	40.60
J	50.49	52.99	55.66	58.44	61.36	64.44

Range A - Certified Occupational Therapy Assistant; Speech and Language Pathology Assistant  
Range J - Occupational Therapist/Physical Therapist/Behavior Analyst

**Note:** Since these positions require certification, incumbents may be placed on the salary schedule based on years of experience as follows:

- Certification + 0 years of experience in a position requiring certification = Step 1
- Certification + 1 year of experience in a position requiring certification = Step 2
- Certification + 2 years of experience in a position requiring certification = Step 3
- Certification + 3 years of experience in a position requiring certification = Step 4
- Certification + 4 years of experience in a position requiring certification = Step 5
- Certification + 5 years of experience in a position requiring certification = Step 6

**PROFESSIONAL GROWTH:**

- 5% of base salary after completing 9 Semester Units and 3 years of continuous service
- 10% of base salary after completing additional 9 Semester Units and 6 years of continuous service
- 15% of base salary after completing additional 9 Semester Units and 9 years of continuous service
- 20% of base salary after completing additional 9 Semester Units and 12 years of continuous service

**LONGEVITY:**

- 4% of base salary after 5 years of continuous service
- 6% of base salary after 10 years of continuous service
- 8% of base salary after 15 years of continuous service
- 10% of base salary after 20 years of continuous service
- 12% of base salary after 25 years of continuous service

**Effective: 7/1/19  
Board Approved: 3/3/20**

# APPENDIX B

## MOU's

MEMORANDUM OF UNDERSTANDING  
Between  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #65  
And  
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

Pilot Process for Addressing  
Long Term Absences without Substitutes & Unfilled Vacancies

This Memorandum of Understanding (MOU) is between the California School Employees Association, Chapter #65 (Units II and III) ("Association") and the San Ramon Valley Unified School District ("District"), hereinafter referred to as "the parties".

The parties acknowledge that a lack of adequate substitute personnel and/or interest in assessing whether services can be provided more efficiently and/or with reduced personnel may occasionally cause school sites and/or District departments to operate with fewer staff than that to which they have been assigned and grown accustomed. If not appropriately addressed, such situations can cause essential work to not get completed, may overburden impacted employees, and compromise workplace morale. It is a mutual desire of the parties to mitigate and avoid such circumstances whenever it is possible to do so.

In consideration of the above, the parties agree to implement the following pilot procedure in circumstances when an employee is/is expected to be absent from work without a substitute OR a position that has become vacant is/is expected to remain unfilled and without a substitute for five (5) or more work weeks (i.e., 25 or more scheduled work days):

- 1) The assigned administrator will call a meeting of impacted employees to discuss the situation.
- 2) The administrator and impacted employees will discuss strategies and potential options for addressing how the duties and workload normally assigned to the position will be fulfilled during the absence/vacancy. Potential options may include, but are not necessarily limited to, identifying tasks that can be delayed, identifying low- and high priority tasks, temporarily reassigning/redistributing of work, and working additional hours or overtime beyond one's regular schedule.
- 3) Based upon the meeting above, the administrator will finalize a temporary work plan and communicate it to all impacted employees.

Should either party request a meeting to discuss concerns and/or progress in implementing the above procedures during the course of this pilot, the parties agree to convene a meeting as soon as possible.

This MOU will go into effect upon ratification by the parties and, unless modified and/or extended by mutual agreement beforehand, will sunset on June 30, 2022.

The signatures below acknowledge full understanding of and agreement with the provisions contained herein.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Jami Castelluccio

Tami Castelluccio  
CSEA Chapter #65 President

1/31/2020

Date

Robyn Ambler

Robyn Ambler

1.31.2020

Date

Joanna Canaparo

Joanna Canaparo

1/31/2020

Date

Mona Manghirmalani

Mona Manghirmalani

1/31/2020

Date

Cindy McCann

Cindy McCann

1/31/2020

Date

Jose Pinon

Jose Pinon

1-31-20

Date

Gaylene Vecchio

Gaylene Vecchio

1/31/2020

Date

Kathy Rollins

Kathy Rollins, CSEA LRR

1/31/20

Date

Keith Rogenski

Keith Rogenski  
Assistant Superintendent, HR

1-31-2020

Date

Nancy Gamache

Nancy Gamache

1/31/2020

Date

Linda Rowley Thom

Linda Rowley Thom

1/31/2020

Date

Miguel Villarreal

Miguel Villarreal

1-31-2020

Date

Melanie Jones 1/31/2020



MEMORANDUM OF UNDERSTANDING  
Between  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #65,  
UNITS II AND III  
And  
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

The California School Employees Association, Chapter #65, Units II and III ("CSEA") and the San Ramon Valley Unified School District ("District"), collectively referred to as "the parties", hereby agree to the temporary provisions **printed in bold italics below** for the use of Personnel Necessity Leave by unit members as included in Article VII.G of the Unit II and Unit III collective bargaining agreements.

G. Personal Necessity Leave

Up to seven (7) days of absence chargeable to accumulated sick leave may be used by a probationary or permanent employee at his/her election in cases of personal necessity on the following basis:

1. The death of a member of the employee's immediate family (as defined in F. above), or any relative living in the immediate household of the employee (in addition to bereavement leave).
2. Accident or illness involving the person's person or property, or person or property of a member of his/her immediate family (as defined in F. above).
3. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
4. Paternity Leave at the time of birth or immediately thereafter.
5. The adoption of a child at or immediately after the time of placement.
6. Leave to attend the funeral of others not enumerated above may be granted by the Superintendent or his/her designee.
7. Observance of certain religious holidays which require total abstinence from work.
8. Leave to attend to the responsibilities associated with the unit member's legal guardianship of another individual.
9. ***Other compelling personal necessity not identified above.***

**For reason 9., during the identified school years, unit members may use the following days for compelling personal necessity for which no reason must be given and no prior approval is required.**

**2019-20 Two (2) days**  
**2020-21 Three (3) days**  
**2021-22 Four (4) days**

**These days are not intended to be used for personal convenience, vacation, the extension of a holiday or recess period, or for matters that can be addressed outside regular work hours. Unit members may not take more than two (2) other compelling personal necessity days consecutively at any time, nor may such leave be used on a required staff development day.**

The above temporary provisions printed in bold italics are considered non-precedent-setting and will be subject to the grievance procedure in the collective bargaining agreement. Unless otherwise extended or modified beforehand, this Memorandum of Understanding shall sunset on June 30, 2022 and shall automatically revert to existing language in Article VII.G of the collective bargaining agreements between the parties.

The signatures below acknowledge full understanding of and agreement with the provisions included above.

FOR THE ASSOCIATION:

Tami Castelluccio

Tami Castelluccio  
CSEA Chapter #65 President

1/22/2020

Date

Robyn Ambler

Robyn Ambler

2.22.2020

Date

Joanna Canaparo

Joanna Canaparo

1/31/2020

Date

FOR THE DISTRICT:

Keith Rogerski

Keith Rogerski  
Assistant Superintendent, HR

1/22/2020

Date

Nancy J. Gamache

Nancy Gamache

1/22/2020

Date

Linda Rowley Thom

Linda Rowley Thom

1/22/2020

Date

Mona Manghirmalani  
Mona Manghirmalani

1/22/2020  
Date

Miguel Villarreal  
Miguel Villarreal

1/22/2020  
Date

Cindy McCann  
Cindy McCann

1/22/2020  
Date

Jose Pinon  
Jose Pinon

1/22/2020  
Date

Gaylene Vecchio  
Gaylene Vecchio

1/22/2020  
Date

Kathy Rollins  
Kathy Rollins  
CSEA Labor Relations Representative

1/22/2020  
Date