



COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its  
ORLAND CHAPTER 456  
AND THE  
ORLAND UNIFIED SCHOOL DISTRICT



**California School  
Employees Association**

July 1, 2021 - June 30, 2024

## **PREAMBLE**

This Agreement (“Agreement”) is made and entered into by and between the Orland Unified School District, hereinafter referred to as the District, and the California School Employees Association and its Orland Chapter 456, hereinafter referred to as CSEA.

The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations; provide an equitable and peaceful procedure for the resolution of differences; and establish rates of pay and other terms and conditions of employment.

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## ARTICLE 1. RECOGNITION

1.1 Acknowledgement: The District hereby acknowledges the California School Employees Association and its Orland Chapter 456 ("CSEA") as the exclusive bargaining representative for all classified employees holding those positions described in Appendix B, attached hereto and incorporated by reference as part of this Agreement. All newly created positions, except those that lawfully are certificated, management, confidential or supervisory shall be assigned to the bargaining unit. The bargaining unit may be expanded to other classes by mutual Agreement of the District and the CSEA, subject to the rules of PERB.

1.2 Scope of Representation: The scope of representation shall be limited to matters relating to wages, hours of employment, and all other terms and conditions of employment. Nothing herein may be construed to limit the right of the District to consult with the CSEA on any matter outside the scope of representation. To the extent that any Agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

## ARTICLE 2. NO DISCRIMINATION

- 2.1 Discrimination Prohibited: The Association and the District mutually agree that neither the District nor the Association, nor any employee in the bargaining unit shall discriminate against, or otherwise favor in any way, anyone associated with either CSEA or the District, because of his/her political opinions or affiliations, or because of race, national origin, religion or marital status, and, to the extent prohibited by law, no person shall be discriminated against because of age, sex, physical handicap or sexual orientation.
- 2.2 No Discrimination on Account of Association Activity: Neither the District nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in Association activity. This does not affect the District's ability to discipline unit members for reasons other than bargaining unit activity.

### **ARTICLE 3. MANAGEMENT RIGHTS**

- 3.1 Rights: It is understood and agreed that the District has all the customary and usual rights, powers, functions and authority to discharge its obligations. Any of the rights, powers or authority which the District had prior to the execution of this Agreement are retained except those rights, powers, functions or authority which are expressly, clearly, and specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining.

## **ARTICLE 4. CHECK OFF AND ORGANIZATIONAL SECURITY**

### **4.1 Membership and Dues Deduction:**

4.1.1 The District shall distribute CSEA-supplied membership applications to new hires but not make any statement suggesting workers must join. The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative.

4.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

4.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

### **4.2 Dues Deduction:**

4.2.1 The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.-

4.2.2 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

4.2.3 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

4.2.4 There shall be no charge by the District to CSEA for regular membership dues deductions.

### **4.3 Membership Information:**

4.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

4.3.2 The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.

4.3.3 The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

### **4.4 Hold Harmless Provision:**

4.4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the District to cancel or change membership dues authorization. The District shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. -

4.4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

4.5 Check Off: The District shall, upon appropriate written authorization forms from any employee, deduct and make appropriate remittance for CSEA and District jointly approved plans and programs including, but not limited to, insurance premiums, and credit union deductions. The District shall make such payments on the approved deduction(s) within ten (10) days of the payday from which it was deducted.



## **ARTICLE 5. PERSONNEL FILES**

- 5.1 The primary personnel file of each unit member shall be maintained at the District office. No adverse action of any kind shall be taken against a unit member based upon materials which have not been properly entered into the primary personnel file.
- 5.2 Unit members shall be provided with copies of any evaluative, narrative or derogatory, written material ten (10) working days prior to such material being placed into the primary personnel file of the unit member. The unit member shall be given reasonable opportunity during normal working hours and without loss of pay, to review said material and prepare a written response. The written response shall be attached to such material and placed in the primary personnel file.
- 5.3 The unit members shall have the right at any reasonable time and without loss of pay to examine and/or obtain, at the unit member's expense, copies of any material from the unit member's file, with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the unit member involved.
- 5.4 Personnel files may be examined by District administration and supervisors of the unit member, district legal counsel, or by the Board at a closed session — personnel — or by persons who have the written permission of the unit member. Any person who examines the file of the unit member shall sign and date the cover of the file to indicate such examination.
- 5.5 No written complaint shall be placed into a unit member's personnel file until after an investigation is conducted by the administration. The unit member is to be notified of the nature of the complaint and the identity of the complainant within five (5) days of submission.
- 5.6 Derogatory material in a personnel file may be sealed on a case by case basis.
- 5.7 Negative or derogatory material which is the subject of a grievance shall not be placed into a unit member's personnel file.

## ARTICLE 6. ORGANIZATIONAL RIGHTS

- 6.1 The Association shall have the following rights in addition to the rights contained in any other portion of this Agreement:
- 6.2 The right of access during working hours to areas in which employees work after clearing with the site administrator.
- 6.3 The right to use, without charge, institutional bulletin boards, mailboxes, the use of the intra-school mail and email system and other District means of intra-communication for the posting or transmission of information or notices concerning Association matters.
- 6.4 The right to use without charge institutional equipment, facilities and buildings for Association business after normal working hours and after clearance with the site administrator.
- 6.5 The right to review unit members' personnel files and any other record dealing with unit members when accompanied by the unit member or upon presentation of a written authorization signed by the unit member.
- 6.6 The Association will automatically be supplied with a complete "hire date" seniority roster of all unit members on the effective date of this Agreement and once a year thereafter by October 1. The roster shall include the employees' present classification, seniority date, work location, and hours worked in that classification.
- 6.7 The right to receive and/or review at reasonable times any documents in the possession of the District that relate to matters related to collective bargaining.
- 6.8 The right to conduct a two-hour orientation review on this Agreement for unit members during regular work hours.
- 6.9 The right to hold meetings which all unit members will be able to attend. The Association and the District will work together to find the most workable times for meetings and agree that all unit members may be released from duty for a period of not less than 30 minutes and not more than one hour at that time to attend the meeting. The Association will have the right to hold up to three meetings per year. The supervisors shall receive at least twenty-four (24) hours notice of any meetings described in this article. The leadership of the Association shall be entitled to a total of thirty-six (36) hours of paid release time per year for meeting preparation, attendance, employee-employer relations, and other Association-related business.
- 6.10 Distribution of Contract: Within sixty (60) days after the execution of this contract, the District will post the Agreement on the District's website and will provide a hard copy to any CSEA member upon that member's request.

## ARTICLE 7. PROBATION AND EVALUATION

- 7.1 Probationary employee is a unit member who will become permanent upon satisfactory completion of a six month probationary period.
- 7.2 Evaluation: Probationary unit members will receive formal written evaluations at the end of three months and every attempt will be made to have a second evaluation not later than 30 days before the end of the probationary period. Permanent unit members will be evaluated at least every other year. The written evaluation will be given to the unit member by the supervisor during or shortly after a conference is held regarding work performance.
- 7.2.1 The unit member will sign the final evaluation form indicating receipt. The unit member may attach written comments or responses to the evaluation. Specific remedies for performance noted as unsatisfactory shall be included in the written evaluation.
- 7.2.2 No evaluation of any unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator.
- 7.2.3 Evaluations shall be based only upon direct observation and knowledge of the evaluator.
- 7.2.4 Any negative evaluation may include specific recommendations for improvements and provisions for assisting the unit member in implementing any recommendations made. The unit member shall have the right to review and respond to any derogatory evaluation in accordance with Article 5.
- 7.3 Distribution of Job Information: Upon initial employment and each change in classification, each affected unit member shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the unit member's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

## ARTICLE 8. HOURS AND OVERTIME

- 8.1 Except for unit members who contract to work fewer hours (with seven hours or over receiving full benefits) full-time classified unit members shall serve eight hours per day, five days per week, excluding vacation time. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry out the business of the District.
- 8.2 Overtime: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the unit member of all work assigned. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift, or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.
- 8.2.1 All hours of assigned work beyond the work week of forty (40) hours shall be compensated at the overtime rate commencing on the sixth consecutive day of work.
- 8.2.2 All hours of assigned work on the seventh consecutive day of work or on the actual day of any legal holiday shall be compensated at double the regular rate of pay.
- 8.3 Compensatory Time Off: Association members have the option to elect compensatory time in lieu of cash compensation for overtime work. The compensatory time is earned at the same rate as overtime pay. The election to earn compensatory time instead of overtime pay is to be written at the time the overtime is worked.
- 8.3.1 Earned compensatory time must be used at times agreeable to the District. In the event the compensatory time is not used in twelve months, it shall be compensated at the hourly rate in effect at the time paid. No more than 40 hours of compensatory time may be accrued by any unit member without specific advance permission from the supervisor who is responsible for the authorization of compensatory time off.
- 8.3.2 Compensatory time will not be allowed for transportation. However, unit members who earn overtime in transportation may be granted leave for up to two full days per year. Advance permission of the supervisor is required. The unit member is to pay the full salary cost for the time missed to the District office prior to the time of using this leave.
- 8.4 Distribution by Seniority: Overtime shall be distributed to unit members in the bargaining unit within each department in order of bargaining unit seniority. If the unit member with the greatest bargaining unit seniority elects to refuse the overtime assignment, it shall be offered to unit members in descending order of seniority until the assignment is made. Overtime assignments will be distributed as equally as possible, using the forgoing as a guideline. Overtime shall be distributed and rotated as equally as

possible, using the forgoing as a guideline. Overtime shall be distributed and rotated as equally as practical among qualified unit members within each appropriate department or site with the District having sole discretion.

- 8.5 A regular part-time unit member shall receive compensation based upon the number of hours assigned per day. The rate of pay shall be the hourly rate for the appropriate range as per the salary schedule.
- 8.6 Summer Hours: Unit members who work summer hours may, by mutual consent between the unit member and the immediate supervisor, have their weekly hours adjusted from five eight hour days to four ten hour days during summer period when there are three weeks or more between the end of summer school and one week before school starts. These unit members shall either work Monday through Thursday or Tuesday through Friday as assigned by the immediate supervisor. It is understood that District needs must be met.
- 8.7 Adjustment of Assigned Time: Any unit member who is required to work an average of fifteen (15) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- 8.8 Increase in I-hours: When additional time, not to exceed one (1) hour, is assigned to a part-time position on a regular basis, the assignment shall be first offered to the person(s) holding that position. If declined by the person(s), the additional time will be opened to all classified employees of the District, and then to the public.
- 8.9 Lunch Periods: All unit members covered by this Agreement shall be entitled to an uninterrupted lunch period after the unit member has been on duty a period of four (4) hours. The length of time for such lunch period shall be not longer than one (1) hour, nor less than one-half (1/2) hour and shall be scheduled for full-time unit members at or about the mid point of each work shift.
- 8.10 Rest Periods: All unit members shall be granted uninterrupted rest periods whenever possible which, insofar as is practicable, shall be in the middle of each work period. Unit members may be able to leave school grounds on their breaks. These rest periods shall be at a rate of fifteen (15) minutes per four (4) hours worked or a major fraction thereof. Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the unit member.
- 8.11 Rest Facilities: The District shall make available at each work site a lunchroom, restroom, and telephone facilities for classified unit member use.
- 8.12 Minimum Call-In Time: Any unit member called in to work on a day when he/she is not normally scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

- 8.13 Right of Refusal: Any unit member shall have the right to reject any offer or request for overtime or call back time, with the exception of emergency situations. An emergency situation is one in which there is a danger to the property of the District or a threat to public, student, or staff safety, or when no other staffing option can be found which will not disrupt student programs. The least senior unit member with the appropriate job qualifications who can be located will be required to serve as a last resort.
- 8.14 Standby Time: All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.
- 8.15 Call Back Time: Any unit member called back to work after completion of his/her regular assignment shall be compensated for at least two hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.
- 8.16 Hours Worked: For the purpose of computing the number of hours worked, all time during which a unit member is in paid status shall be construed as hours worked.
- 8.17 Temporary Change of Normal Assigned Hours: A unit member is to be notified of a temporary change in work hours on the day prior to the time he/she is to report. If not notified on the day prior to the day of revised work hours, the unit member shall be compensated one extra hour at his/her regular rate of pay. The unit member may refuse such a shift adjustment except in the case of an emergency.
- 8.18 The calendar shall be negotiated and agreed upon no later than June 1<sup>st</sup> of each school year. Calendars shall be determined two years in advance for purposes of planning. Holidays will remain negotiable. The District shall make a reasonable effort to arrange combined negotiations with the Orland Teacher Association for the calendar.
- 8.19 Unit members who so request will be considered for additional hours on a substitute basis as work schedules permit before outside substitutes are used.
- 8.20 Filling Temporary Vacancies in Classified Positions: If the District chooses to fill a temporary vacancy in a classified position of five (5) days or more with a substitute, the District shall offer the temporary vacancy to those unit members who currently serve in the classification that has the vacancy based upon the unit member's seniority in that classification.
- 8.20.1 When a temporary vacancy of five (5) days or more occurs in a classification where one or more of the unit members in the classification work the night shift, nothing shall preclude a night shift unit member who serves in the classification with the vacancy from substituting in a vacant day shift position in the same classification, or vice versa. The criteria for selecting a substitute from among unit members serving in the same classification shall be as set forth above.
- 8.20.2 When a temporary vacancy of five (5) days or more exists in a custodial day shift position, permanent night custodians shall be offered the position in order of District seniority.



## ARTICLE 9. PAY AND ALLOWANCES

- 9.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in the classified salary schedule. The regular rate of pay shall include longevity increment required to be paid under this Agreement.
- 9.2 Frequency - Once Monthly: All unit members shall be paid once per month, payable on the last working day of the month, including extra pay or overtime. Unit members under contract for fewer than 12 months may elect to receive their pay in twelve monthly payments, provided the Glenn County Office of Education is able to accommodate such a pay plan. The election for twelve checks must be made prior to the fifth work day of the unit member work year and must stay in effect on a yearly basis until canceled in writing by the unit member.
- 9.3 Anniversary Date: The date upon which a unit member is granted salary schedule advancement earned by completion of a year of service from the initial anniversary date. The initial anniversary date shall be July 1 of the school year in which initial paid employment took place for all who began work prior to July 1, 1987. For all others, the anniversary date shall be July 1 of the calendar year in which paid service is first rendered.
- 9.4 Payroll Errors: Any payroll discrepancies must be reported immediately. Underpayment must be remedied as soon as practicable. If a unit member is overpaid, then the affected unit member will be notified in writing, the amount due, the reason for the overpayment, and a suggested method of repayment. A copy of such notification shall be sent concurrently to the Association.
- 9.5 Special Payments: Any payroll adjustment due a unit member as a result of working out of class, recomputation of hours, or other reasons other than procedural errors shall be made by a supplemental check.
- 9.6 Night and Split Shift Differential: Any unit member who is required to work four (4) or more hours of his/her shift after 5:00 p.m. or who is required to have an unpaid break of two (2) or more hours in his/her scheduled work day, or both, for a total of fifty percent (50%) of the school year shall be compensated with a lump sum payment of \$500.00 at the end of the school year. This stipend will be prorated, when applicable.
- 9.7 Promotion: Any unit member in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure an increase as a result of that promotion, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class.
- 9.8 Mileage: Any unit member required to use his/her private vehicle on District business shall be reimbursed at the current IRS rate per mile for all miles driven on behalf of the District.

- 9.8.1 Multi-site Assignments: Any unit member who is assigned work in the same job classification at two or more sites shall receive a lump sum payment at the end of the school year for the required use of his/her own vehicle. Unit members who apply for and are employed in separate positions at different sites are exempted from this compensation. The unit member shall submit their mileage January 30 and June 30 and submit it to the District for reimbursement at the end of the school year.
- 9.9 Meals: Any unit member who is required to eat meals away from home while on District business shall be reimbursed \$6.00 for breakfast; \$10.00 for lunch; and \$15.00 for dinner.
- 9.10 Lodging: Any unit member who, when required to be out of the District, must be lodged away from home overnight shall be reimbursed by the District for the reasonable cost of such lodging. Where possible, the District shall provide advance funds to the unit member for such lodging. If advance funds are not available or do not cover the reasonable cost of required lodging, the District shall reimburse the unit member for out-of-pocket expenses on the 10<sup>th</sup> day of the month after the unit member has submitted an expense claim with receipt.
- 9.11 Longevity: The District agrees to additionally compensate long service employees in accordance with provisions of the classified salary schedule.
- 9.12 Working Out of Class: Any unit member who is required by the on-site administrator to work out of class will be paid at the step of the range of that higher position which provides a salary increase of at least 5%. Any unit member selected to serve in a temporary supervisory position for more than five consecutive days will be paid at the supervisory step at least 10% above the unit member's current pay retroactive to the first day of supervisory duty.



## ARTICLE 10. EMPLOYEE SAFETY AND MATERIALS

- 10.1 The District shall provide and maintain safe working conditions and equipment for all unit members.
- 10.2 Safety Equipment: Should the employment duties of a unit member require the use of any equipment or gear to ensure the safety of the unit member or others, the District agrees to furnish such equipment or gear, or to reimburse the unit member for the full cost of procuring same. The need for such equipment will be agreed to beforehand by the District and the Association.
- 10.3 Tools: The District agrees to provide all tools, equipment and supplies reasonably necessary to unit members for performance of employment duties.
- 10.4 Release Time: Unit members on the Committee shall be allowed release time to carry out the obligations of the Committee. Release time is to be approved at the discretion of the Superintendent.
- 10.5 No Discrimination: No unit member shall be in any way discriminated against as a result of reporting any condition believed to be unsafe.
- 10.6 Physical Examinations: The District agrees to provide the full cost of any medical examination required as a condition of continued employment, including but not limited to the provisions outlined in Education Code, Section 45122, or its successor.

## ARTICLE 11. HEALTH AND WELFARE BENEFITS

11.1 Employee and Dependent Insurance Coverage: The District agrees to provide an insurance program for 1993/1994 and succeeding years, including health, life, dental, and vision insurance for all eligible unit members. The medical plan benefit level will be the existing self-funded plan reflected in the Health Plan document agreement.

11.2 Annual District Contribution

Beginning October 1, 2022 and ending September 30, 2023 (Insurance Premium Year) the District health benefit contribution of \$ 18,388.06 will be the initial base amount used to calculate future district health benefits contributions. The district health benefit contribution will increase five percent (5%) beginning October 1, 2022 and subsequent years based on the recommendation of the Insurance Committee meeting dated November 14, 2022.

The premium shall be established through a study by an independent actuarial firm selected by the Insurance Committee and approved by the District, provided the insurance continues with the existing self-funded plan; unless the insurance committee recommends an alternative premium amount to the bargaining teams and is accepted by all parties.

The Insurance Committee will continue to explore alternate comparative options to the self-funded plan.

In the event of a decline in revenue, or if the District's health benefit contribution exceeds 19% of the overall budget, all parties would meet to discuss a remedy.

11.3 Employees will be allowed to opt out of the District-offered health coverage under the following conditions:

11.3.1 Proof of other health insurance. See Group Benefit Program Plan for coverage details.

11.3.2 Re-enrollment will be available annually in the District plan only during the window period.

11.3.3 If the opted-out employee loses health insurance they must apply immediately for the District health plan.

11.4 District Insurance Committee:

11.4.1 The District Insurance Committee will be composed of four certificated, four classified, and four management or supervisory employees of the District. The Associations will select their members. The Insurance Committee will meet at least once each quarter or as needed. Members of the Insurance Committee will receive financial statements as received by the District.

- 11.4.2 The Insurance Committee will review content of the plan and make recommendations on plan changes or modifications. The Insurance Committee will recommend the insurance plan, carrier, and broker for 1994/1995 and subsequent school years, subject to negotiations and ratification by all parties.
- 11.4.3 The Insurance Committee shall be granted reasonable and sufficient release time.
- 11.4.4 If the existing self-funded plan is dissolved during the life of this contract, all funds remaining after all costs and expenses are fully paid shall be placed into a separate fund and utilized to cover the shared portion of premium cost increases for both the District and employees.
- 11.5 Eligibility: All unit members who work 50% or more of a full time equivalent (FTE) and wish to participate may do so by contributing the prorated premium cost. The cost is based upon hours worked compared to full-time hours. Eligible unit members shall be enrolled in insurance programs on the first day of the month following fulfillment of eligibility requirements.
- 11.6 Should the employment of a unit member terminate during the school year, the paid District coverage shall terminate at the end of the month containing the last paid day of employment.
- 11.7 Should a unit member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such unit member shall be entitled to continued coverage under the health, dental, and vision care plans until September 1<sup>st</sup> of the ensuing school year.
- 11.8 In the case of the death of a unit member, or retired unit member who is not Medicare eligible, previously-covered family members shall continue to be covered at the District expense for three (3) calendar months after the end of the current calendar month.
- 11.9 Disability Insurance: The District agrees to provide a program of disability insurance through the Joint Powers Authority for all work-related injuries or illnesses for all employees in the bargaining unit. This program is to be fully paid by the District.
- 11.10 State Disability Insurance: The District will participate in the State Disability Insurance program. Premium costs of the program will be paid by the unit member.
- 11.10.1 State Disability Insurance program benefits will be coordinated with District-paid sick leave provisions, with the unit member's accumulated sick leave being utilized on a proportionate basis to pay the difference between the State Disability Insurance benefit payment(s) and the regular salary of the unit member.
- 11.10.2 It is the responsibility of the unit member to supply the District office with written verification of the amount of State Disability Insurance benefit received in order that the proper amount of sick leave benefit may be granted the unit member.

- 11.11 Benefit Plan Continuation: The District agrees to provide all active unit members payroll deduction and premium incorporation rights for all benefit programs available in the District and shall remit these monies, along with other regular payments, to benefit providers.
- 11.12 Unemployment Insurance: The District agrees to provide unemployment insurance for persons properly designated as classified.
- 11.13 The District will provide \$15,000 in life insurance for each unit member covered by the District medical plan. Unit members can increase this amount at their expense.

## ARTICLE 12. EARLY RETIREMENT PLAN

- 12.1 **Employees hired prior to July 2015** A unit member who is **Fifty-Five (55) years of age** with **ten (10)** or more years of full-time service or equivalent thereof may elect to retire and remain on the district's health plan or select cash in lieu of health benefits at the time of retirement. The District will pay the same premium for medical insurance (excluding dental and vision) at the same level provided for active unit members for the unit member and spouse. The cash in lieu of health benefits option is available as designed in 12.3. Full-time is defined as a minimum of seven hours per day and ten months per fiscal year.
- 12.2 **Employees hired after July 1, 2015** A unit member who is **Sixty (60) years of age or older** and has been employed in the District for **ten (10)** years or more years of full-time service or equivalent thereof may elect to retire and remain on the district's health plan or select cash in lieu of health benefits at the time of retirement. The District will pay the same premium for medical insurance (excluding dental and vision) at the same level provided for active unit members for the unit member and spouse. The cash in lieu of health benefits options is available as designed in 12.3. Full-time is defined as a minimum of seven hours per day and ten months per fiscal year.
- 12.3 **Cash In Lieu of Retiree Health Benefits:** Cash settlement options to be as followed;
- a. All cash settlements to be deposited into 403b of unit member's choice at the time of retirement.
  - b. Cash settlement amount will be determined on percentage of the district current annual cost of health benefit premium on the year of retirement and chosen option of cash benefit payment.
    1. **OPTION 1:** 20% of current district annual cost x eligible year's payable in One (1) Annual Payment. (Example: Current district annual cost \$17,018 x 10 yrs.x 20% \$34,000 one (1) annual payment.)
    2. **OPTION 2:** 25% of current district annual cost x eligible year's payable in Two (2) Annual Payment. (Example: Current district annual cost \$17,018 x 10 yrs.x 25% — \$42,500 = two (2) annual payments of \$21,500.)
    3. **OPTION 3:** 30% of current district annual cost x eligible year's payable in Three (3) Annual Payment. (Example: Current district annual cost \$17,018 x 10 yrs.x 30% = \$51,054 — three (3) annual payments of \$17,018.)
    4. **OPTION 4:** 35% of current district annual cost x eligible year's payable in Four (4) Annual Payment. (Example: Current district annual cost \$17,018 x 10 yrs.x 35% \$59,563 = four (4) annual payments of \$14,891.)
    5. **OPTION 5:** 40% of current district annual cost x eligible year's payable in Five (5) Annual Payment. (Example: Current district annual cost \$17,018 x 10 yrs.x 40% = \$68,072) five (5) annual payments of \$17,018.)

- 12.4 District-paid coverage will terminate, for the unit member, on the last day of the month in which the unit member is eligible for Medicare. Health benefits for the retired unit member's spouse shall be covered by the District, at the same coverage level as the retired member, until the spouse or the unit member become eligible for Medicare.
- 12.4.1 For example: Member retires at 55, spouse is 60: Spouse shall be covered approximately 5 years (or until spouse is Medicare eligible) and member shall be covered approximately 10 years (or until Medicare eligible).
- 12.4.2 Member retires at 55, spouse is 50: Spouse shall be covered approximately 10 years (or until member is Medicare eligible) and member shall be covered approximately 10 years (or until Medicare eligible).
- 12.4.3 This provision for spouse coverage and termination on Medicare eligibility shall apply beginning with the retirees activating during the 2003/2004 school year only and thereafter.
- 12.5 Previously covered family members of a covered retiree may continue to be covered at the election of the unit member by payment, by the unit member, of half of the premium far as long as the retiree is covered.
- 12.6 The District will pay a percentage of the premium for a unit member who retires and has worked ten (10) or more years but less than the full-time equivalent of ten (10) years. The percentage of ten (10) full-time years worked shall be the percentage of the premium paid. Retired unit member, at such time as benefit coverage ceases, may continue coverage by contributing the full cost of such benefits.

## ARTICLE 13. HOLIDAYS

- 13.1 Scheduled Holidays: The District agrees to provide all unit members in the bargaining unit with the following paid holidays:

Independence Day  
Labor Day  
Veterans Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve or After Christmas  
Christmas Day  
New Year's Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday  
Washington's Birthday  
Floating holiday (with forty-eight (48) hours  
prior administrative approval)  
Memorial Day  
Juneteenth

- 13.2 Holidays on Saturday or Sunday:

13.2.1 When a holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be that holiday. Except when a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.

13.2.2 When December 25 falls on a Sunday, the holiday shall be moved back to the preceding Thursday.

13.2.3 The operation of this section shall not cause any unit member to lose any of the holidays clearly indicated in this Article.

- 13.3 Teacher Training Days: Any day granted as a teacher work day during the school year is a regular work day for all unit members.

- 13.4 Holiday Eligibility: Except as otherwise provided in this Article, a unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

- 13.5 Unit members in the bargaining unit who are not normally assigned to duty during the school holidays of December 24 or 26, December 25, and January 1, shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

## ARTICLE 14. VACATION

- 14.1 Vacation is earned by regular full and part-time classified unit members according to the following schedule:
- 14.1.1 For the first six (6) years after the initial anniversary date, unit members shall receive one day of vacation per full month of service annually. From the seventh anniversary date through the twelfth, one and one-half (1 1/2) days of vacation shall be earned per month. From the thirteenth anniversary date through the eighteenth, unit members shall earn one and three-fourths (1 3/4) days of vacation per month of service annually. After the nineteenth anniversary date, the unit member shall earn two (2) days of vacation per full month of service.
- 14.2 Vacations will normally be approved during the periods when the schools are closed or during such time as the work load of the department will permit. Vacation schedules will be arranged by mutual Agreement of the unit member and his/her supervisor(s).
- 14.3 Earned vacation is not cumulative from year to year and may be carried over for a two (2) year period only with the written approval of the Superintendent. If a unit member is not allowed to use the accrued vacation time by the end of the year after it has been earned, it will be compensated at the rate in effect at that time.
- 14.4 Any unit member who is hospitalized or confined to bed by order of a physician for two (2) or more working days during a period of scheduled vacation may utilize illness leave for the confinement time. Written verification of the physician's order is required.



## ARTICLE 15. LEAVES OF ABSENCE

- 15.1 Illness or Accident Leave: For illness or accident of a unit member, leave shall be earned at the rate of one (1) day for each full month of service to the District, to accumulate without limit. Ten-month unit members shall be granted ten (10) days sick leave per year. Unit members working less than full-time shall be granted sick leave in accordance with the average number of hours they work each day, and their sick leave shall be kept in accumulated hours instead of days. Sick leave is classified as an earned benefit. Upon the date of initial employment and upon each anniversary date thereafter, the unit member shall have advanced to his/her illness or accident leave account the number of days or hours equivalent to the number of full months of service required for his/her job classification. However, in the event that a unit member leaves the District before earning the amount of sick leave used, the amount of sick leave overpaid shall be deducted from the last salary warrant due the unit member.
- 15.2 When a unit member is absent for longer than three (3) consecutive days, a statement verifying illness may be required from the unit member's physician before sick leave can be claimed.
- 15.3 When a unit member leaves the classified service, there will be no cash reimbursement For accumulated, unused sick leave. Accumulated sick leave may not be taken as vacation time.
- 15.4 Personal Necessity Leave (No Tell): Up to a maximum of seven (7) days of accumulated illness or accident leave per year may be used for reasons determined by the unit member.
- 15.4.1 Advance notification (at least twenty-four (24) hours) to the immediate supervisor must be provided for a unit member to be eligible to use sick leave for reasons related to no tell. Advance notice is not required in emergency situations where it is not feasible for the unit member to provide such notice.
- 15.5 Bereavement Leave: Bereavement leave of not more than three (3) full working days shall be granted in the case of the death of a member of the immediate family.
- 15.5.1 When travel time is necessary, the District Superintendent shall grant up to two (2) additional days of bereavement leave, if the distance to be traveled exceeds 300 miles, one way.
- 15.5.2 In the event that the death was of a parent, spouse, or child, an additional two (2) days of bereavement leave will be granted.
- 15.6 Jury Duty: Unit members on jury duty will be paid their normal salary, but reimbursement for such duty shall be payable to the District. Mileage payments are exempted from this requirement. If a unit member is released from jury duty during the work day, the unit member is to return to the work site. A unit member shall be released from duty at least two (2) hours prior to the required reporting time for jury duty. Unit

members shall be expected to report for duty within one (1) hour of the time released from jury duty if work time remains. However, the unit member shall be excused from job requirements for each full day (6 or more hours) served on such jury duty.

- 15.7 Family Leave: The District provides leaves of absence to unit members upon the birth or adoption of a child, or to care for a seriously ill parent, child, spouse, or immediate family member, in accordance with federal and state Family and Medical Leave Laws. A unit member shall be entitled to up to twelve (12) weeks of family medical leave per year, if the unit member has worked 1,250 hours within the previous twelve (12) months. During such twelve-week period, health and welfare benefits shall continue to be provided to the unit member in the same manner as if he/she were performing a regularly assigned duty.
- 15.8 Differential Leave (when sick days and vacation days/ hours are exhausted): When a person employed in the classified service is absent from his/her duties on account of illness or accident for one hundred (100) work days or less, whether or not the absence arises out of or in the course of employment of the unit member, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence.
- 15.9 Additional Leave of Absence: The District may grant additional leaves of absence to unit members who have exhausted all sick leave and other leaves. The unit member shall be notified in writing that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave. The board may renew the leave of absence, paid or unpaid, for two (2) additional six-month periods not to exceed a total of eighteen (18) months.
- 15.10 39-month Rehire List: When a unit member exhausts differential leave, but is unable to return to work for nonindustrial medical reasons, the unit member is placed on a reemployment list for thirty-nine (39) months. If he/she is able to return within thirty nine (39) months, the unit member is entitled to the first vacancy in his/her previous assignment. He/she has preference over new employees, but not over an employee laid off for lack of work or lack of funds. Break in service shall be disregarded when the unit member is reappointed.
- 15.11 Industrial Accident and Illness Leave: A bargaining unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted a paid industrial accident and illness leave for such accident or illness, as set forth below.
- 15.11.1 Such leave will begin on the first day of absence and shall continue for up to sixty (60) working days in any one (1) fiscal year for the same accident.
- 15.11.2 Such leave shall not accumulate from year to year, but shall be based on each accident.

- 15.11.3 Payment for wages lost on any day shall not, when added to an award paid as a result of Workers' Compensation benefits, exceed the normal wage of the unit member for the day.
- 15.11.4 Such leave will be reduced by one (1) day for each day of authorized absence, regardless of whether a compensation award is made under Workers' Compensation.
- 15.11.5 Such leave shall be limited to sixty (60) days for a single industrial injury or illness, even where the leave period overlaps from the end of one fiscal year into the beginning of a new fiscal year.
- 15.11.6 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other available sick leave may then be used.
- 15.11.7 Any time a unit member is receiving Workers' Compensation benefits, the bargaining unit member shall be entitled to use only so much of the unit member's accumulated or available sick leave, vacation or other available leave, which, when added to the Workers' Compensation award, will provide for up to a full day's wage. This shall be accomplished by the unit member endorsing to the District the benefit checks received through Workers' Compensation. The District, in turn, will issue the appropriate pay checks, less ordinary deductions.
- 15.11.8 During such leave, the unit member may return to the unit member's position without suffering any loss of status or benefits. The District may require a physician's authorization to return to work prior to reinstatement.
- 15.11.9 Periods of paid or unpaid leave of absence due to industrial illness or injury shall not be considered a break in service of the unit member.
- 15.11.10 When all available leaves of absence, paid or unpaid, have been exhausted and the unit member is not medically able to assume the duties of the unit member's position, the unit member will be placed on the 39-month rehire list (see article 15.10).

15.12 Catastrophic Sick Leave Program:

- 15.12.1 Definition: "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family, whose incapacity requires the unit member to take time off of work for an extended period of time to care for that family member, and taking extended time off creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave and other paid time off. (Physician verification of catastrophic injury/illness may be required prior to allocating bank time.)

15.12.2 Eligibility leave hours may be donated to a unit member for a catastrophic illness or injury if all of the following requirements are met:

- a. The unit member who is, or whose family is, suffering from a catastrophic illness or injury requests that eligible leave hours be donated and provides verification of catastrophic injury or illness as required by the District.
- b. The unit member has exhausted all of his/her available paid leave hours.
- c. The District verifies that the unit member meets all of the eligibility requirements.
- d. Participation is voluntary and requires a signed, written Leave Hours Donation.

15.12.3 Procedure for Donating Sick Leave Hours:

- a. Unit members may donate sick leave hours up to 1/3 of their accumulated sick leave hours at the time of donation.
- b. All transfer of sick leave hours to the program is irrevocable.
- c. Donations shall be authorized in writing by the unit member. All donations and use of bank shall be confidential.
- d. All unit members on active duty with the District are eligible to donate during the open enrollment period, such period to be from September 1 to December 1 each year unless a special enrollment time period is offered (by mutual Agreement).
- e. The Association shall issue a "call for donations" whenever the bank drops below two hundred (200) hours.
- f. Unit members who elect not to donate upon first becoming eligible must wait for the next open donation period to join.
- g. Unit members returning from extended leave which included the donation period will be permitted to donate within thirty (30) calendar days of their return.
- h. Hours donated and granted will be without regard to the daily rate of pay of the recipient.

15.12.4 Procedure for Requesting Sick Leave Hours:

- a. A unit member desiring Catastrophic Sick Leave hours shall submit a request to the superintendent's office.
- b. A unit member who receives sick leave hours pursuant to this section shall use any leave hours that he/she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- c. The maximum amount of donated sick leave hours that may be used by an individual under this section shall be determined by the Sick Leave Bank Committee.
- d. If a participant is incapacitated, requests for sick leave hours may be submitted by the participant's agent or a member of the participant's family.

15.12.5 Administrative Regulations:

- a. Catastrophic leave hours shall not be used for illness or disability which qualify the participant for Workers' Compensation benefits.

- b. Hours shall not be considered available leave for purposes of qualifying for disability.
- c. The District office shall maintain a file of donations made by the staff. Hours donated and distributed shall be on file in the District and shall be authorized by the Superintendent and Association President before transfers are made.
- d. The Association shall issue a "Call for Donations" whenever the bank drops below two hundred (200) hours.
- e. If the Catastrophic Leave Program is terminated for any reason, the donated hours remaining shall be divided among the contributors.
- f. The District and the Association shall keep all records confidential and shall not disclose the nature of the illness except as necessary to process the request for withdrawal and defend any appeals of denial.
- g. The Association shall administer Catastrophic Leave requests and coordinate the use of this provision through its Sick Leave Bank Committee. The Committee shall consist of three (3) classified unit members and one (1) District administrator.

15.13 Whenever certificated personnel are released from duty for reasons of an emergency without leave being charged, classified personnel shall also be released by their supervisor without leave being charged, provided all responsibilities to children have been fulfilled.

## **ARTICLE 16. VACANCIES, TRANSFERS AND PROMOTIONS**

### **16.1 Vacancies:**

- 16.1.1 When a new unit position is created, or an existing unit position becomes vacant:
- 16.1.2 Notice of such vacancy shall be posted on the District website.
- 16.1.3 The vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, the salary range and the application deadline.
- 16.1.4 The vacancy notice shall provide a period of five (5) working days during which interested unit members may request to fill the vacancy. From June 15 to August 1, notice will be ten (10) work days.
- 16.1.5 Unit members shall be given first consideration in filling vacancies. The following criteria shall be considered in filling a vacancy:
  - a. Seniority in the class.
  - b. The qualifications, including experience and recent training of the unit member compared to those of other candidates for the position to be filled and the position to be vacated.

### **16.2 Voluntary Transfer:**

- 16.2.1 The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the unit member's present assignment,
- 16.2.2 A request for transfer may be withdrawn by the unit member, in writing, at any time prior to the official notification of transfer approval.
- 16.2.3 The following criteria shall be considered when a voluntary transfer request is reviewed:
  - a. Seniority in the class.
  - b. The qualifications, including experience and recent training of the unit member compared to those of other candidates for the position to be filled and the position to be vacated.

### **16.3 Involuntary Transfer:**

- 16.3.1 Involuntary transfers shall not be for arbitrary and/ or capricious reasons.
- 16.3.2 Unit members shall receive ten (10) work days prior written notice of his/her involuntary transfer.

- 16.4 Medical Transfers: Consistent with federal and state disability laws, the District shall give alternate work when the same is available to any unit member who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute a promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual Agreement with the Association and the concurrence of the affected unit member.
- 16.5 Promotions:
- 16.5.1 A promotion is defined as the upward movement of a unit member from a position in one classification to a position in another classification with a higher salary range designation.
- 16.5.2 A promotion shall result in placement on that step in the higher salary range which affords the unit member a raise of not less than five percent (5%) salary increase if such step, not counting longevity steps, exists. In such a case, the unit member shall be placed on the highest non-longevity step available. A new anniversary date shall be established, and the unit member shall serve twelve (12) calendar months before becoming eligible for each subsequent step increase. For the purposes of longevity on the salary schedule, the unit member shall retain his/her original hire date.
- 16.5.3 A unit member promoted to a higher classification shall complete a probationary period not to exceed six (6) months. At any time during the six (6) month probationary period the promoted unit member's performance is deemed unsatisfactory, the unit member shall return to his or her former classification and former salary.
- 16.5.4 The unit member reserves the right to return to his or her prior position at any time during the probationary period upon 30 (thirty) calendar days prior notice.

## **ARTICLE 17. CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS**

- 17.1 Placement in a Class: Each bargaining unit position will be assigned to a class.
- 17.2 Any new bargaining unit positions created will be assigned to an existing class or placed on an appropriate range. Placement of new positions will be agreed upon by the District and the Association.
- 17.3 Any downward adjustment of any position or class of positions shall be considered a demotion and shall take place only as a result of following layoff or disciplinary procedures of this Agreement.
- 17.4 A unit member who has voluntarily accepted a reduction in assigned time or demotion has the privilege of returning to his/her former position or former assigned time as vacancies become available, regardless of when they occur. However, if there is a valid reemployment list, the reappointments shall be made in order of seniority.



## **ARTICLE 18. LAYOFF AND REEMPLOYMENT**

- 18.1 Bargaining unit members shall be subject to layoff for lack of work or lack of funds. Affected unit member shall be given written notice of layoff, informed of their displacement rights, if any, right to a hearing, if any, and reemployment rights no later than March 15, except as provided by law. Procedures for layoff notice and right to hearing are set forth in Education Code Section 45117. When unit members are laid off for lack of work or lack of funds, layoffs shall be made in reverse order of length of service in the classification in which the layoff occurs, plus service in a higher classification(s). The unit member who has been employed the shortest time in a classification, plus higher classifications, shall be considered to have the least seniority and, therefore, shall be laid off first.
- 18.2 When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of such school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of their layoff.
- 18.3 No permanent nor probationary classified unit member shall be laid off from any position while employees serving under emergency, substitute, or limited-term employment are retained in positions of the same classification or similar classifications.
- 18.4 A written notice of layoff shall be personally delivered to the bargaining unit member(s) or mailed by certified or registered mail to the unit member's last address on file at the District office. Procedures for layoff notice and right to hearing are set forth in Education Code Section 45117.
- 18.5 The names of permanent and probationary unit members laid off shall be placed on a reemployment list for the classification for which they were laid off. Names on the reemployment list shall be in the order of seniority and shall continue for thirty-nine (39) months from the date of layoff.
- 18.6 Unit members on reemployment lists shall be hired over outside applicants for vacant positions for which he/she meets the qualifications for the position. (Tucker v. Grossmont decision).
- 18.7 Any unit member on a reemployment list shall be notified in writing by the District when a vacancy exists along with a notice of the job posting. The written notice will be mailed to the last address given to the District office by the unit member.

- 18.8 Any unit member placed on a 39-month rehire reemployment list can refuse a job offer from the District three (3) times; after the third refusal, the unit member shall be removed from the 39-month rehire list.
- 18.9 If the unit member is reemployed in a permanent position, the unit member will receive the accumulated sick leave and seniority that he/she accrued prior to the layoff.
- 18.10 After job site transfers have been considered, if a vacant position exists, a unit member who has been laid off and is on a reemployment list may, based on seniority, elect to fill a vacant position within the classification from which he/she was laid off.
- 18.11 If the unit member accepts reemployment into the same classification from which the unit member was laid off, the unit member shall be restored to his/her former step on the salary schedule.
- 18.12 In lieu of being laid off, a unit member may bump to any classification in which he/she had previously served under permanent or probationary status providing the unit member has seniority over an employee already in the classification. Seniority in the current classification plus higher classifications in which the unit member served shall be counted.
- 18.12.1 In order to bump into a previous classification, the unit member must notify the District office in writing not later than ten (10) calendar days after receiving a layoff notice.
- 18.12.2 A unit member electing to bump into a lower classification shall be placed on a reemployment list for thirty-nine (39) months, plus an additional twenty-four (24) months.
- 18.13 If eligible, a unit member who is scheduled for layoff may elect service retirement from the Public Employees' Retirement System (PERS). The unit member's name will be placed on a reemployment list. Upon receipt of notification from the unit member that he/she has elected service retirement, the District office will notify PERS that the unit member's retirement was due to a layoff.
- 18.13.1 Should a unit member who elects service retirement subsequently accept, in writing, reemployment, the District shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement.

## ARTICLE 19. DISCIPLINARY ACTION

### 19.1 Procedure for Informally Disciplining a Unit Member:

19.1.1 Informal disciplinary action may be imposed for corrective purposes and may include a written reprimand and/or involuntary transfer to a vacant position.

19.1.2 The unit member shall be given a written notice of the informal discipline (i.e. the written reprimand).

19.1.3 Contents of the Written Reprimand/Notice: The notice shall include but not be limited to the following:

19.1.3.1 A statement in ordinary and concise language of the specific acts and/or omissions upon which the action is based.

19.1.3.2 A statement of the improvement(s) or correction(s) required.

19.1.3.3 A statement that the unit member has the right to respond to the matters raised in the disciplinary action, both verbally and in writing, prior to the end of the ten (10) calendar days following the date the written notice was served.

19.1.3.4 A statement that the unit member, upon request, prior to the end of the ten (10) calendar days following the date the written notice was served, is entitled to appear personally before the Superintendent or designee regarding the disciplinary action. At such meeting, the unit member shall be granted a reasonable opportunity to make any representations the unit member believes are relevant to the case.

19.1.3.5 The Superintendent shall notify the unit member, within ten (10) calendar days, of his/her final determination of the disposition of the disciplinary action and such decision shall not be subject to the grievance procedure.

### 19.2 Procedure for Formally Disciplining a Permanent Unit member:

19.2.1 Investigative Except in cases where the unit member is placed on administrative leave with pay, a unit member against whom disciplinary action is being considered shall be scheduled to attend an investigative conference with the Superintendent or his/her designee.

19.2.2 At such conference, the unit member shall be verbally informed of the specific disciplinary action being considered, as well as the reasons, and be given an opportunity to respond.

- 19.2.3 The unit member may be represented at such conference by a representative of his/her choice. Failure of the unit member to attend the meeting shall not invalidate any disciplinary action imposed pursuant to this Article.

19.3 "Skelly Notice" and Hearing:

- 19.3.1 Prior to recommending a suspension without pay (including a recommended termination), the Superintendent shall provide written notice to the unit member.
- 19.3.2 At a time not less than ten (10) calendar days after the written notice of disciplinary action was personally delivered or sent to the unit member by certified mail, return receipt requested, the unit member shall be scheduled for a "Skelly Hearing". At the "Skelly Hearing," the unit member shall be given the opportunity to respond to the charges.
- 19.3.3 The unit member may be represented at the "Skelly Hearing" by a representative of his/her choice.
- 19.3.4 When reasonably possible, the "Skelly Hearing" shall take place before a reasonably impartial and non-involved reviewer who possesses the authority to recommend a final disposition in the matter.

19.4 Contents of Written Notice (All Disciplinary Actions): The contents of a written notice of disciplinary action shall include, but need not be limited to, the following:

- 19.4.1 A statement, in ordinary and concise language, of the specific acts and omissions upon which the disciplinary action is based;
- 19.4.2 A statement of the cause, or causes, for the action taken;
- 19.4.3 If it is claimed that the unit member has violated a rule or regulation of the Superintendent, a statement of the rule or regulation;
- 19.4.4 A statement of the discipline proposed, including beginning and ending date(s) if appropriate;
- 19.4.5 A statement that the unit member may file a request for hearing before the Board or his/her designee within ten (10) work days after service of the written notice;
- 19.4.6 A statement that if the unit member does not respond pursuant to (19.4.5) above, the Superintendent will impose the discipline as noticed.

19.5 Immediate Effect: Notwithstanding other provisions of this Article, a unit member against whom disciplinary action is to be taken may be immediately placed on administrative leave with pay upon verbal notification pending a hearing when the

Superintendent determines that his/her presence would be detrimental to the welfare of the District, the pupils, the public, or other employees of the District.

19.5.1 This verbal notification shall be followed by service upon the unit member of the written notice as set forth in (Article 19. I .3).

19.6 Representation: The unit member may request the presence of representative at any meeting scheduled by an administrator where disciplinary action is the subject of investigative questioning,

19.7 Hearing:

19.7.1 If the unit member served with a recommendation for disciplinary action files a timely request for hearing, the District shall use a hearing officer (i. e. , an Administrative Law Judge obtained through the Office of Administrative Hearings).

19.7.2 Any decisions rendered by such hearing officer shall be final and binding.

19.7.3 If a unit member requests a hearing and subsequently fails to appear at such hearing, the unit member shall be deemed to have waived any right to participate or be represented at the hearing and action may be taken without further notice to the unit member, based upon the recommendation for disciplinary action previously served upon the unit member.

19.7.4 In the event that a unit member will not be able to attend his/her hearing, the unit member must request that the Superintendent reschedule the hearing on the basis of "good cause."

19.7.5 At such hearing, the unit member shall be entitled to appear personally, to be represented by a person of his/her choice, to introduce relevant evidence on his/her behalf, to cross-examine witnesses and to challenge evidence presented by the District.

19.7.6 The hearing officer is limited to the following: (1) adopt the proposed decision in its entirety, (2) reduce the disciplinary action, and (3) reject the proposed disciplinary action in its entirety.

19.7.7 Required costs associated with a disciplinary hearing will be shared equally between the District and the Association.

19.8 General Provisions:

19.8.1 Suspensions pursuant to this Article shall not reduce or deprive the unit member of seniority or health benefits.

19.8.2 Nothing in this Article shall limit the Superintendent's right to institute dismissal and/or immediate suspension and mandatory leave of absence

proceedings as set forth in the California Education Code, nor shall discipline under this Article be regarded as a precondition to any proceedings under the California Education Code.

## ARTICLE 20. GRIEVANCE PROCEDURE

- 20.1 Definition: A grievance is defined as any complaint of a unit member, a group of unit members, or the Association involving the interpretation, application, or alleged violation of this Agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.
- 20.2 The grievant or the Association Steward shall be entitled reasonable time to process a grievance during normal working hours with no loss of pay or benefits. Upon mutual Agreement, all parties may be present under this section.
- 20.3 Procedure: Grievances shall be handled in the following manner:
- 20.3.1 Step One: An aggrieved unit member may present any grievance or problem verbally to his/her supervisor directly or through an Association Steward. If the grievance is not satisfactorily adjusted informally, the grievance should be filed formally.
- 20.3.2 Step Two: An aggrieved unit member may present directly or through his/her steward, a grievance to his/her immediate supervisor in written form within 30 (thirty) working days of the incident which occurred which caused the grievance. The supervisor will respond in writing within ten (10) working days of receipt of the grievance.
- 20.3.2.1 At this step of the grievance procedure, the aggrieved unit member may elect in writing to represent himself/herself rather than have the Association provide representation. If the aggrieved unit member elects to represent himself/herself at this step, or at any later step, the Association shall be relieved of further obligation of representation and shall be relieved of any further obligation to share in any further expense of the grievance procedure, including costs of arbitration.
- 20.3.3 Step Three: If the grievance is not satisfactorily adjusted by the immediate supervisor, or if the supervisor fails to respond in a timely fashion, the unit member may, within ten (10) working days of the receipt of the response or of the date upon which the response should have been received, file the grievance with the Superintendent. If the Superintendent fails to respond in ten (10) working days, then the grievant may move to Step Four.
- 20.3.4 Step Four: If the grievance is not satisfactorily adjusted by the Superintendent, the Association may submit the grievance in writing to the Governing Board within ten (10) working days after the receipt of the response of the Superintendent, or within ten (10) working days of the failure of the Superintendent to respond in accordance with Step Three. The grievant may elect to have a public or closed hearing. The Governing Board will schedule the hearing at its next regularly scheduled meeting. At the hearing the aggrieved unit member and his/her steward shall have an opportunity to testify, present

evidence, and present witnesses pertaining to the grievance. Within ten (10) working days after the hearing, the Governing Board will deliver to the aggrieved unit member and his/her steward its written response to the grievance. The Board's decision is final and binding without appeal.

- 20.4 A unit member may be represented at all stages of the grievance by himself/herself or, at his/her option, by a representative selected by the Association. If a unit member is not represented by the Association or its steward, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 20.5 If a grievance arises from action or inaction on the part of a member of the administration at the level above principal or immediate superior, the grievant shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Step Three.
- 20.6 Decisions rendered at Steps Two and Three of the grievance procedure will be in writing, setting forth the decision and reasons therefore, and will be transmitted promptly to all parties in interest and to the president of the Association. Time limits for appeal provided in each step shall begin the day following receipt of the written decision by the parties in interest and may be extended upon mutual consent by the parties.
- 20.7 Group Grievances: If the grievance involves unit members with different immediate supervisors, the grievances may be filed at Step Three. If the grievance involves districtwide action or interpretation of this Agreement, the grievance may be submitted at Step Three.
- 20.8 Unit member Processed Grievance: A unit member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement. The Association shall be provided copies of any grievances filed by unit members directly and any response by the District. Prior to any resolution of any grievance, the Association shall be provided with a copy of the proposed resolution for review. The Association shall be given an opportunity to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure, with the approval of the Association and the unit member(s).
- 20.9 Grievance Witnesses: The District shall make available for testimony in connection with the grievance procedure any District employees whose appearance is requested by the aggrieved person or the Association. Any employee witnesses required to appear in connection with this Article shall suffer no loss of pay.
- 20.10 Separate Grievance File: All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file, such file to be available for inspection only to the unit member, the steward, and those Governing Board members, management, supervisory, and confidential employees directly involved in the grievance procedure.



## ARTICLE 21. TRANSPORTATION

- 21.1 Special Trip Assignments: The names of all drivers are to be listed on a master board, according to bargaining unit seniority.
- 21.1.1 Trips are to be offered by the transportation supervisor in the order drivers appear on the master board. If the trip conflicts with regularly-scheduled work time, the trip may be offered and a substitute provided, the scheduled work time adjusted, or the work otherwise covered to the satisfaction of the supervisor.
- 21.1.1.1 Drivers may opt out of the master board rotation at the beginning of each school year, by submitting the opt-out form. If a driver opts out, trips will not be offered to that driver for that year.
- 21.1.2 Trips that are taken during the regular work hours of a unit member which do not provide overtime are not special trips within the meaning of this clause.
- 21.1.3 Drivers may be selected out of order for trips that require special types of driving (city, mountain, night driving etc.).
- 21.1.4 Drivers will be allowed appropriate time for pre-trip inspection and fueling, and post-trip cleaning and fueling, as determined by the supervisor.
- 21.1.5 The District and the Association agree to meet and confer on any changes in the process that might be needed to insure fair and equitable assignment of special trip assignments.
- 21.2 Standby Time: Drivers on special trips who are required to remain on standby for the duration of an event shall be paid for all standby hours at their regular or overtime rate of pay, as appropriate.
- 21.2.1 If the trip requires an overnight stay, the District shall be relieved of the obligation for payment for any hours between the time the driver is relieved of duties for the rest period and the time the driver resumes duty.
- 21.2.2 In the event the services of a driver are not needed for any day of a special trip, he/she shall be considered to be on standby for at least eight (8) hours on that day.
- 21.3 The District agrees that no certificated employee may be used to drive a school bus for regular routes or special trips. Management employees may only be used to drive if necessary.

## ARTICLE 22. TRAINING

- 22.1 Inservice Training Time: Inservice training as directed by the District shall take place during regular working hours at no loss of pay or benefits to employees. Inservice time shall be determined by the District. The District will consult with the Association to develop inservice programs.
- 22.2 Reimbursement for Tuition: The District shall reimburse unit members for the tuition costs of any and all training programs approved by the site supervisor and authorized by the Superintendent or his/her designee.
- 22.3 Additional Training: The District School Board may elect to pay tuition and other school costs for additional training or retraining of a unit member,
- 22.4 Required Training: The cost of any required job related training shall be paid by the District.

## **ARTICLE 23. CONTRACTING OUT BARGAINING UNIT WORK**

- 23.1 Restriction on Contracting Out: During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed or is performable by unit members covered by this Agreement, unless the Association specifically agrees to same, or contracting is specifically required in the Education Code.

## ARTICLE 24. SEVERABILITY

- 24.1 Savings Clause: If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation or order issued by a governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 24.2 Replacement for Severed Provision: In the event of suspension or invalidation of any article or section of this Agreement, the parties hereto agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## ARTICLE 25. NEGOTIATIONS

- 25.1 Commencement of Negotiations: After public notice requirement, negotiations shall commence at a mutually acceptable time and place for the purpose of considering change in this Agreement.
- 25.2 Impasse: Should the parties be unable to reach Agreement after good faith attempt, either or both parties may institute impasse procedures in accordance with the rules of the PERB. This Agreement shall remain in effect until the conclusion of the impasse procedures.
- 25.3 Release Time for Negotiations: The Association shall have the right to designate five (5) unit members who shall be allocated a reasonable amount of release time in order to prepare for and participate in negotiations. Up to two (2) alternates can have the same release time.
- 25.4 Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
- 25.5 Agreement of Parties: This Agreement contains the Agreement of the parties as to all existing matters. Nothing contained herein shall be interpreted as precluding the mutually agreed to right of the Association to negotiate on matters which develop after entering into this Agreement and which have not been, heretofore, agreed upon by the parties and which represent conditions not covered by this Agreement.


## **ARTICLE 26. DURATION**

- 26.1 Length of Agreement: The term of this Agreement shall begin July 1, 2021, and will continue through June 30, 2024, and from year to year thereafter, unless alteration or amendment is requested in writing and agreed to by the parties, as per the provisions of this Agreement. The District and CSEA agree the successor and reopener years of this contract are closed, and neither party shall reopen additional articles for negotiations.


## SIGNATURE PAGE

The District and Association hereby agree to support this Agreement for its term.

For the Governing Board of the  
Orland Unified School District


  
Shannon Ovard, Board President  
Date: 6/28/23

For the California School Employees  
Association, Orland Chapter #456


  
Sherylynn Byker, Chapter President  
Date: 6-26-2023


Bargaining Representatives


  
Victor Perry, Superintendent

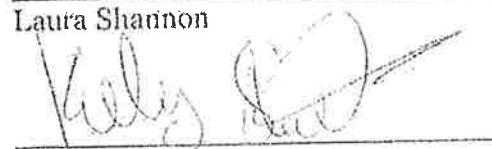
  
Jennifer Boone, Chief Business Official

Bargaining Representatives

  
Ron Walker

  
Jose Mojica

  
Laura Shannon

  
Kelly Stoffle

## **APPENDIX A DEFINITIONS**

Academic year is the period from August through June when students are normally required to be in attendance and includes all recess periods falling within that time span.

Allocation is the placement of a class on a specific salary schedule range or rate.

Bargaining unit seniority is determined by the date of first paid service in a bargaining unit position. Seniority in class is determined by the date of first paid service in that class. When two or more unit members are hired on same date or placed in the same class at the same time, their seniority order shall be determined by a method of random choice mutually agreed upon by the Unit and the District.

Bumping right is the right of a unit member, under certain conditions, to displace an employee with less seniority in a class.

Class is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class as reflected in the salary schedule. Classification is the act of placing a position in a class.

Fiscal year is July 1 through June 30.

Health and welfare benefits means any form of insurance or similar benefit programs, including, but not limited to, medical, hospitalization, surgical and dental.

Immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the son, daughter, son-in-law, daughter-in-law, brother, sister, aunt, or uncle of the employee, and any relative living in the immediate household of the employee, or any other person who qualifies as a dependent under IRS regulations and is living in the household of the employee.

Industrial accident or illness is an injury or illness arising out of or in the course of employment with the District.

Involuntary demotion is a demotion without the unit member's voluntary written consent.

Minimum qualifications are qualifications mandated for the position and which must be possessed by a unit member before he/she can be considered for employment in a specific class.

Notice: Whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be in writing by personal delivery to the office of the Superintendent, or first class mail notice certified or registered mail, return receipt requested, to the office of the Superintendent; notice to the Association shall be

written notice personally delivered to the president of the Association or first class mail notice directed to the president of the Association at his/her home address.



Permanent unit member is a unit member who successfully completes a probationary period of six months of service beyond the date of first paid service.

Promotion is a change in the assignment of a unit member from a position in one class to a vacant position in another class with a higher maximum salary rate.

Reclassification is the upgrading of a position to a higher class as a result of the increase of duties and/or responsibilities being performed by the unit member in such position, or the movement of an entire class of unit members from one salary range to a higher salary range.

Reemployment is the return to duty of a unit member who has been placed on a reemployment list.

Reemployment list is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right of reemployment.

Safety conditions of employment means any work-related condition affecting the health, safety, or well-being of the unit member.

Salary rate is a specific amount of money paid for a specific period of service.

Salary schedule is a series of salary steps and ranges which comprise the rates of pay for all classes.

Salary step is one of the salary levels within the range of rates for a class.

Short-term employee is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.

Substitute employee is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.

Summer school is that period when schools are in session between June and July which falls outside the academic year.

Voluntary demotion is a demotion agreed to in writing by the unit member and the District,

Working hours: All hours in paid status shall be considered working hours.

## **APPENDIX B**

### **BARGAINING UNIT CLASSIFICATIONS**

The bargaining unit shall consist of all classified employees excluding substitute and temporary employees and those employees in positions designated "confidential" or "supervisory" or "managerial".

Accounting Clerk  
Attendance/ASB Clerk  
Attendance Clerk  
Behavior Instructional Aide  
Bilingual Services Specialist  
Bus Driver  
Bus Driver/Custodian/ Gardener  
Bus Driver/Maintenance  
Bus Driver/Mechanic  
Bus Driver/Mechanic Assistant  
Bus Driver Trainer  
Cafeteria Worker I  
Cafeteria Worker II  
Campus Supervisor  
Career Center Technician  
Cook  
Counseling Secretary  
Crossing Guard  
Custodian/ Gardener  
Health Clerk  
Instructional Aide/NCLB Compliant  
Instructional Aide II  
Lead Custodian  
Lead Maintenance Worker  
Library Technician  
Mail Courier  
Maintenance Worker  
School Site Secretary  
Shipping/Receiving Clerk  
Student Data Coordinator  
Technology Assistant  
Yard Supervisor

## **APPENDIX C**

### **ORLAND CHAPTER 456 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

#### **DUES/SERVICE FEE SCHEDULE**

Effective July 1, 2012

**Dues: 1.5% of Monthly Gross Salary + Chapter Dues**

Dues are payable on a ten month basis,  
September through June of each year.

Orland Unified School District  
**CLASSIFIED HOURLY RATE SCHEDULE**  
 July 1, 2023 through June 30, 2024

Ranges ↓	1	2	3	4	5	6	7	8-9	10-11	12-13	14-15	16-17	18-19	20-21	22-23	24-25	26-27	28-29	30-31	32-33	34	RANGE	Classification	
1	16.00	16.70	17.40	18.10	18.80	19.50	20.20	20.90	21.60	22.30	23.00	23.70	24.40	25.10	25.80	26.50	27.20	27.90	28.60	29.30	30.00	30.70	4	Cafeteria Worker I
2	16.10	16.80	17.50	18.20	18.90	19.60	20.30	21.00	21.70	22.40	23.10	23.80	24.50	25.20	25.90	26.60	27.30	28.00	28.70	29.40	30.10	30.80	4	Crossing Guard
3	16.20	16.90	17.60	18.30	19.00	19.70	20.40	21.10	21.80	22.50	23.20	23.90	24.60	25.30	26.00	26.70	27.40	28.10	28.80	29.50	30.20	30.90	4	Yard Supervisor
4	16.30	17.00	17.70	18.40	19.10	19.80	20.50	21.20	21.90	22.60	23.30	24.00	24.70	25.40	26.10	26.80	27.50	28.20	28.90	29.60	30.30	31.00	5	Instructional Aide NCLB Comp
5	16.40	17.10	17.80	18.50	19.20	19.90	20.60	21.30	22.00	22.70	23.40	24.10	24.80	25.50	26.20	26.90	27.60	28.30	29.00	29.70	30.40	31.10	6	Cafeteria Worker II
6	17.14	18.00	18.84	19.68	20.52	21.36	22.20	23.04	23.88	24.72	25.56	26.40	27.24	28.08	28.92	29.76	30.60	31.44	32.28	33.12	33.96	34.80	6	Health Clerk
7	17.57	18.44	19.31	20.18	21.05	21.92	22.79	23.66	24.53	25.11	25.60	26.11	26.64	27.12	27.72	28.27	28.84	29.41	30.00	30.60	31.21	31.84	7	Shipping/Receiving Clerk
8	18.01	18.91	19.85	20.84	21.88	22.98	24.13	25.23	26.33	27.43	28.53	29.63	30.73	31.83	32.93	34.03	35.13	36.23	37.33	38.43	39.53	40.63	7	Student Body Clerk
9	18.46	19.38	20.35	21.36	22.43	23.55	24.73	25.95	27.17	28.39	29.61	30.83	32.05	33.27	34.49	35.71	36.93	38.15	39.37	40.59	41.81	43.03	7	Bilingual Services Specialist
10	18.92	19.86	20.85	21.89	23.00	24.14	25.35	26.58	27.81	29.04	30.27	31.50	32.73	33.96	35.19	36.42	37.65	38.88	40.11	41.34	42.57	43.80	7	Instructional Aide II
11	19.39	20.36	21.37	22.44	23.57	24.75	25.98	27.21	28.44	29.67	30.90	32.13	33.36	34.59	35.82	37.05	38.28	39.51	40.74	41.97	43.20	44.43	7	Behavior Instructional Aide
12	19.88	20.86	21.91	23.01	24.15	25.37	26.63	27.85	29.07	30.29	31.51	32.73	33.95	35.17	36.39	37.61	38.83	40.05	41.27	42.49	43.71	44.93	8	Campus Supervisor
13	20.38	21.38	22.46	23.58	24.76	25.99	27.30	28.54	29.78	31.01	32.25	33.48	34.71	35.94	37.17	38.40	39.63	40.86	42.09	43.32	44.55	45.78	8	Attendance Clerk
14	20.89	21.93	23.02	24.18	25.38	26.64	27.99	29.24	30.49	31.74	32.99	34.24	35.49	36.74	37.99	39.24	40.49	41.74	42.99	44.24	45.49	46.74	8	Attendance/ASB Clerk
15	21.41	22.48	23.59	24.77	26.02	27.31	28.68	29.99	31.25	32.50	33.75	35.00	36.25	37.50	38.75	40.00	41.25	42.50	43.75	45.00	46.25	47.50	8	Career Center Technician
16	21.95	23.03	24.19	25.40	26.67	28.00	29.40	30.73	32.05	33.38	34.71	36.04	37.37	38.70	40.03	41.36	42.69	44.02	45.35	46.68	48.01	49.34	8	Library Technician
17	22.49	23.61	24.79	26.03	27.34	28.70	30.13	31.50	32.87	34.24	35.61	36.98	38.35	39.72	41.09	42.46	43.83	45.20	46.57	47.94	49.31	50.68	8	Counseling Secretary
18	23.05	24.20	25.41	26.68	28.02	29.41	30.89	32.30	33.71	35.12	36.53	37.94	39.35	40.76	42.17	43.58	44.99	46.40	47.81	49.22	50.63	52.04	9	Cook
19	23.64	24.80	26.05	27.35	28.71	30.15	31.65	33.10	34.55	36.00	37.45	38.90	40.35	41.80	43.25	44.70	46.15	47.60	49.05	50.50	51.95	53.40	12	School Site Secretary
20	24.22	25.42	26.70	28.03	29.44	30.91	32.46	33.91	35.36	36.81	38.26	39.71	41.16	42.61	44.06	45.51	46.96	48.41	49.86	51.31	52.76	54.21	12	Technology Assistant

After longevity step 34 an increase of 1.3333% will be added for each ongoing year.

Board Approved: 6/26/23 & 22% Increase