

**AGREEMENT BETWEEN  
LAS LOMITAS SCHOOL DISTRICT AND  
CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER 515**

JULY 1, 2021

THROUGH

JUNE 30, 2024

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## ARTICLE 1: PREAMBLE

- 1.1 This Agreement ("Agreement") entered into on July 1, 2021, pursuant to the Educational Employment Relations Act, California Government Code Section 3450, et seq., shall remain in full force and effect up through and including June 30, 2024, constitutes the agreement between Las Lomas School District ("District") and CSEA, Chapter 515, an affiliate of California School Employees Association ("CSEA").

## ARTICLE 2: RECOGNITION

- 2.1 The District recognizes CSEA as the sole and exclusive bargaining representative for all classified positions in the bargaining unit recognized by the Public Employment Relations Board ("PERB") and covered by this Agreement.
- 2.2 The District further recognizes CSEA as the exclusive bargaining representative for all newly created classified positions except those that are management, confidential, and supervisory.
- 2.3 The District further recognizes CSEA as the exclusive representative for playground supervisor positions.
- 2.4 Disputed cases may be submitted to the Public Employment Relations Board ("PERB"), but in no case shall be submitted to the grievance procedure in this Agreement.

## ARTICLE 3: ASSOCIATION RIGHTS

### 3.1 Membership and Dues

- 3.1.1 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. CSEA shall defend and indemnify the District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.
- 3.1.2 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.
- 3.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

### 3.2 Dues Deduction

- 3.2.1 The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 3.2.2 The District's managers, supervisors and confidential employees shall be neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall only process revocation requests originating from the CSEA State Association Headquarters.
- 3.2.3 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.
- 3.2.4 There shall be no charge by the District to CSEA for regular membership dues deductions.

### 3.3 Membership Information

- 3.3.1 The District shall continue to safeguard the privacy of CSEA members' personal information, including but not limited to members' Social Security Numbers, personal addresses, personal phone numbers, personal cellular



phone numbers, and status as a union member in accordance with applicable laws.

- 3.3.2 No unit member shall be obligated to pay dues or service fees to CSEA until the first of the month following thirty (30) calendar days after the unit member first comes into the bargaining unit.
- 3.3.3 The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees, or payments to charity in lieu of service fees from the wages of all unit members and who have submitted payroll deduction authorization forms to the District. The authorizations shall remain in effect until expressly revoked in writing by the unit member.
- 3.3.4 The District shall, without charge, pay to CSEA within fifteen (15) days of the deduction all sums deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of unit members whose requests for religious exemption pursuant to this Agreement have been approved by CSEA.
- 3.3.5 Along with each monthly payment to CSEA, the District shall, without charge, furnish CSEA with an alphabetical list of all unit members, identifying them by name, employee identification number, months per year in paid status, and annual salary, and indicate the amount deducted, if any, and whether the deduction is for dues, service fees, or charitable contribution.
- 3.3.6 Nothing contained in this Agreement shall prohibit a unit member from paying service fees directly to CSEA.
- 3.3.7 The District shall immediately notify the CSEA chapter treasurer if any unit member revokes a dues, service fee, or payment in lieu of service fee deduction authorization.
- 3.3.8 The District shall deduct and pay to CSEA service fees for each unit member who is not a CSEA member in good standing and who is obligated to pay service fees pursuant to this Agreement, unless CSEA notifies the District that the unit member is paying service fees directly to CSEA. A payroll deduction authorization form shall not be required for service fees paid by a unit member directly to CSEA.

#### 3.4 Hold Harmless Provisions

- 3.4.1 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 employer to cancel or change membership dues authorization. The employer

shall be required to promptly notify CSEA or any claims made by employees relating to dues authorization.

- 3.4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.
- 3.4.3 CSEA shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against claims, disputes or challenges which are actually brought against the District or any of its agents by other than CSEA in connection with the administration or enforcement of any section of this Agreement pertaining to service fees. CSEA's reimbursement shall include costs and attorneys' fees incurred by the District.
- 3.4.4 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, CSEA shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit, or action for which the District seeks indemnification and shall attempt to agree whether any such action listed above in Section 3.4.1 shall be compromised, resisted, defended, tried, and appealed.
- 3.4.5 In determining whether or not the action shall be compromised, resisted, defended, tried, or appealed, the District will defer to CSEA's interest in the District does not have a distinct and separate legal interest in the matter in dispute.
- 3.4.6 The District shall not be entitled to be reimbursed for any fees, costs, charges, or penalties for which CSEA was not properly notified and provided the opportunity to discuss as described above; nor will the District be entitled to any such reimbursement when the District's efforts in defending against the action would be duplicative, or when the District is defending a separate and distinct legal interest, or when the District is defending an activity which is arguably subject to criminal liability of the part of any District administrator.

### 3.5 Organizational Leave

CSEA shall be entitled to a total of six (6) days (forty-eight (48) hours) of paid leave per year for the purpose of conducting CSEA business. The specific time the unit member takes the leave shall be mutually agreed upon by the Superintendent and CSEA.

## ARTICLE 4: HOURS OF WORK

4.1 Working hours shall be established for all unit members by the Superintendent.

### 4.2 Full-Time Unit Members

4.2.1 All full-time clerical and maintenance/support unit members shall be assigned to an eight (8) hour day, forty (40) hour, five (5) consecutive day workweek. All full-time paraeducators/resource aides unit members shall be assigned to a seven and one-half (7.5) hour day, thirty-seven and one-half (37.5) hour, five (5) consecutive day workweek.

### 4.2.2 Alternative Work Schedule for Full-Time Unit Members

Positions which, through consultation with CSEA and subsequent mutual agreement between the District and a unit member, shall follow a different work schedule, such as a four (4) day summer workweek shall be optional, in accordance with Education Code Section 45132.

### 4.3 Shifts

The first (day) shift shall begin between the hours of 6:00 a.m. and 9:00 a.m. The second (night) shift shall begin between the hours of 12:30 p.m. and 3:30 p.m.

### 4.4 Part-Time Unit Members

#### 4.4.1 Notification of Assigned Hours

The District will notify each part-time unit member of the number of hours assigned and any subsequent change in hours as far in advance as possible. At the request of the unit member, the notification will be in writing.

#### 4.4.2 Change in Basic Assignment

A part-time classified unit member who works a minimum of thirty (30) minutes per day in excess of unit member's part-time assignment for a period of twenty (20) consecutive workdays or more shall have the unit member's basic assignment changed to reflect longer hours in order to acquire fringe benefits on a properly prorated basis.

### 4.5 Rest Periods

4.5.1 A unit member is entitled to a fifteen (15) minute rest period during each half (1/2) of the standard working day. This provision shall not apply to a unit member who is employed for less than half (1/2) the standard working day.

4.5.2 Rest periods shall be provided according to a schedule arranged by the designated administrator or supervisor.

#### 4.6 Meal Periods

4.6.1 Except as authorized in this Agreement, a unit member shall have an unpaid lunch period of thirty (30) minutes during each standard workday. Whenever possible, the lunch period shall be scheduled at the middle of the workday; however, it is recognized that emergencies may arise and that, under such circumstances, lunch periods may be delayed.

4.6.2 Clerical/paraeducator unit members may request an unpaid meal period of sixty (60) minutes, subject to the approval of their supervisor. The lunch break shall be taken within one-half (1/2) hour of the regular scheduled time.

4.6.3 The regular lunch time may be changed by the mutual agreement of the unit member and the unit member's supervisor.

#### 4.7 Additional Temporary Work

Additional temporary work shall first be offered to the most senior unit member in the job classification in which the temporary work is needed except:

4.7.1 When the unit member is working for the District during the time the additional work is to be performed;

4.7.2 When the assignment would cause the District to pay the unit member at the overtime rate;

4.7.3 When special skills are reasonably required by the District to perform the duties, such special skills include, but are not limited to ESL, music, math, and oral language skills. It is the intent of the District that such work shall not become part of the regular assignment unless it meets the requirement of Education Code Section 45137.

#### 4.8 Bus Drivers

4.8.1 The District shall assign regular route assignments to Bus Drivers. Overtime assignments shall be rotated as equally as possible among Bus Drivers.

4.8.1 Whenever, as a result of the availability of an appropriate District vehicle, a Bus Driver regularly scheduled to work is unable to work, the driver shall be compensated for the number of hours the Bus Driver would have worked that day.

#### 4.9 Overtime for Custodial Work

- 4.9.1 Annually, near the beginning of each fiscal year, bargaining unit members in the Maintenance, Operations and Transportation (MOT) Department shall be given an opportunity to sign up for the overtime rotation schedule for custodial extra work/overtime opportunities. Bargaining unit members who want to be on the overtime rotation schedule shall indicate the days of the week and hours they are available for extra work/overtime and any other limitations on their availability for extra work/overtime. The District shall maintain a MOT bargaining unit members' overtime rotation schedule and post it in the MOT Office.
- 4.9.2 Custodial extra work/overtime opportunities will be offered to MOT bargaining unit members in the following order to:
- (1) any part-time custodian assigned to the site requiring the extra work. If the part-time custodian declines the assignment, it will be offered to
  - (2) other part-time custodians based on the overtime rotation schedule. If the other part-time custodians decline the assignment, it will be offered to
  - (3) the full-time custodian at the site requiring the extra work. If the full-time custodian at the site declines the assignment, it will be offered to
  - (4) the next eligible custodian on the MOT overtime rotation schedule who has not already been offered the assignment. If no custodian accepts the overtime assignment, it will be offered to
  - (5) other MOT bargaining unit members on the overtime rotation schedule.
- 4.9.3 When an available custodian overtime assignment is a full eight (8) hour shift, the custodian eligible for the assignment may choose to share the overtime shift equally with the next custodian in order on the overtime rotation schedule.
- 4.9.4 At the discretion and with the advance written approval of the MOT supervisor, Friday night custodial overtime may be worked on Saturday.
- 4.9.5 Notwithstanding any provision of this Agreement to the contrary, the District will offer custodial/overtime opportunities to unit members on the overtime rotation schedule in a manner that avoids triggering the call back provisions of this Article 8.7 of this Agreement when a unit member is available to do the work without requiring call back pay.
- 4.9.6 Nothing in this Article shall restrict the District's discretion to direct bargaining unit members to work overtime in emergencies.

#### 4.10 Paraeducator III Assigned to Outdoor Education

##### 4.10.1 Outdoor Education Assignment

All assignments of Paraeducator III to Outdoor Education are voluntary. If a paraeducator declines an Outdoor Education assignment with the paraeducator's normally assigned student, the District will offer the Outdoor Education assignment to another paraeducator based on the District's assessment of the student's needs. An Outdoor Education assignment or the absence of an Outdoor Education assignment offer is within the District's discretion and not subject to the Grievance Procedure.

##### 4.10.2 Compensation for Outdoor Education Assignment

Any hours worked beyond eight (8) hours in a day will be paid at one and one-half (1½) times the unit member's basic straight time hourly rate. Travel time between the school site and the outdoor education location is counted as hours worked.

##### 4.10.3 Break and Meal Periods

The unit member will be provided a fifteen (15) minute paid break during each four (4) hours of scheduled work and a thirty (30) minute paid meal break during each eight (8) hours worked.

##### 4.10.4 Sleep Period

It is the District's intention to provide the unit member an unpaid eight (8) hour sleep period each day. If the unit member's eight (8) hour sleeping period is interrupted by a call to duty, the time of the interruption will be counted as hours worked. If the eight (8) hour sleeping period is interrupted to such an extent that the unit member cannot obtain at least five (5) hours or sleep during the scheduled period, the entire eight (8) hour sleep period will be recorded as working time.

##### 4.10.5 Daily Time Keeping

During an Outdoor Education assignment, a unit member must complete a daily time record on a District time sheet and submit it to the District at the conclusion of the Outdoor Education assignment.

##### 4.10.6 Work From Home

Any bargaining unit member who is required by the District to work from home shall be provided all equipment and supplies required to perform their work

from home.

- 4.10.7 The District shall cover the expenses including travel expenses for all professional development opportunities that are required. If the required professional development occurs during the bargaining unit member's work day, the member shall be released in order to participate. Should any portion of the required professional development occur outside of the bargaining unit member's regular work day, any additional hours beyond the work day shall be compensated as additional hours at the appropriate rate of pay in accordance with the unit member's range, step, and longevity.
- 4.10.8 In cases where unit members are required to participate in professional development outside of their regular work year or work hours, the District will meet with employees who notify the District that participation would create a hardship and make a good faith effort to work with such employees to resolve the issue.

## ARTICLE 5: HOLIDAYS

5.1 Unit members shall be entitled to the following holidays:

- New Year's Eve Day
- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- The day before or the day after Independence Day, per District calendar
- Labor Day
- Veteran's Day
- Thanksgiving Day
- The Wednesday before Thanksgiving Day in any year in which school is not in session and students are not present on that day
- The Friday following Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Thursday and Friday of spring vacation

5.1.1 And such other holidays as may be declared by the Governing Board.

5.2 Every day declared by the President or Governor of the state as a public fast, mourning, Thanksgiving, or holiday provided the schools and offices of the District are actually closed on the day due to the declaration.

5.3 Whenever any of the holidays listed above fall on a Sunday, the succeeding workday that is not a holiday shall be observed as the holiday. Whenever any of the holidays listed above fall on a Saturday, the preceding workday that is not a holiday shall be observed as a holiday. Unit members hired for work exclusively on weekends are excluded from these holiday benefits.

5.4 All regular clerical/paraeducator/resource aid unit members will be paid for those holidays falling within the portion of the school year in which they are customarily assigned to duty.

5.5 If a full-time or part-time unit member is required to perform work on a recognized holiday, the unit member shall be paid a normal day's pay for the holiday plus two (2) times the straight time hourly rate.

5.6 Unit members who are not normally working during the winter or spring vacations shall be paid for the above holidays falling in those periods provided that they are in paid



status during any portion of the working day of their normal assignment immediately preceding or succeeding the recess period.

ARTICLE 6: VACATIONS

6.1 Accrual

6.1.1 Unit members shall accrue vacation time on a monthly basis at the following equivalent rates and as further defined under section 6.1.3:

<u>Years of District Service</u>	<u>Vacation Days</u>
Year 1 – Year 5	12
Year 6 – Year 8	15
Year 9 – Year 11	17
Year 12 – Year 15	20
Year 16 – Year 17	22
Year 18 – Year 19	24
Year 20+	26

6.1.2 Vacation for regular part-time unit members shall be prorated on the basis of hours worked in proportion to the full-time forty (40) hours per week, except for paraeducators/resource aides whose proration is based upon thirty-seven and one-half (37.5) hours per week.

6.1.3 Maximum Accrual

Vacation may be accrued up to a maximum accrual limit of the unit member’s previous fiscal year accrual in addition to the current fiscal year accrual. In addition, if the District does not permit a unit member to take their full annual vacation, the amount of vacation not taken shall accumulate for use in the next two (2) fiscal years.

6.1.3.1 When an employee requests vacation, the immediate supervisor shall approve or deny the request within 5 working days.

6.1.3.2 In cases where a vacation request is denied, should the supervisor and employee fail to come to an agreement regarding the employee’s vacation request within five (5) working days of the denial, the employee and the supervisor will meet with the Superintendent or designee in order to work out a suitable vacation plan.

6.1.3.3 An election payout request form will be provided to all employees, who have at least 5 years of service by April 30 each year and shall include the employee’s current vacation accrual.

6.1.3.4 Unit members who have at least 5 years of service with the District as of June 30 may be paid out for up to five (5) unused vacation days.

6.1.3.5 Unit members who have at least 10 years of service with the District as of June 30 may be paid out for up to ten (10) unused vacation days.

6.1.3.6 Employees who elect a payout must notify the District of their election and the number of days they wish to be paid out no later than May 31<sup>st</sup>.

6.1.3.7 Employees who elect a payout shall be paid out the elected amount no later than July 31<sup>st</sup>.

6.1.4 Probationary Employees

Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

6.1.5 School Day Only Employees

In lieu of annual payout of vacation accrual, School Day Only Employees may elect use up to 4 days of vacation annually.

- 6.2 Upon termination from employment, unused accrued vacation time shall be paid at the regular rate, except that unit members who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.
- 6.3 A unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the unit member supplies notice and supporting information regarding the basis for such interruption or termination.
- 6.4 Holidays, within a vacation period, shall be paid as holidays and shall not count as days of vacation.
- 6.5 Unit members shall be given preference on the basis of seniority in taking approved vacations.
- 6.6 The District shall provide, annually, each individual unit member with a statement of all accrued vacation leave.
- 6.7 In choosing vacation schedules, unit members shall not be restricted to any particular season or set of calendar months. However, vacations will usually be scheduled during those periods of least disruption to the operation of the District. The scheduling of vacation will be subject to the prior approval of the Superintendent or designee and shall be in writing.

## ARTICLE 7: LEAVES

### 7.1 Sick Leave

#### 7.1.1 Earned and Accumulated Sick Leave

All probationary and permanent full-time unit members shall accumulate sick leave at the rate of one (1) working day per month, and part-time unit members shall accumulate sick leave on the basis of hours worked in proportion to the full-time forty (40) hours per week which is worked regularly, except paraeducators/resource aides who are prorated at thirty-seven and one-half (37.5) hours per week. Sick leave shall be earned by a unit member for any month for which the unit member is compensated for one-half (1/2) the working days or more.

#### 7.1.2 Eligibility to Use Sick Leave

Credit for sick leave need not be accrued prior to taking such leave. However, new employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they are entitled, until the first day of the calendar month after completion of six (6) months of service with the District.

#### 7.1.3 Use of Sick Leave

Unit members shall notify their immediate supervisor or the supervisor's designee in advance of taking any sick leave, unless conditions make notification impossible.

#### 7.1.4 Leave Verification

The District may require a doctor's verification as a condition of payment of sick leave. Upon return to duty after an absence of more than seven (7) consecutive calendar days, the unit member shall present a statement signed by a physician indicating that the unit member is able to return to work.

#### 7.1.5 Sick Leave and Holiday Overlap

If a unit member is absent on paid sick leave and a holiday occurs during the absence, the unit member shall receive the holiday pay and the day shall not be charged against the unit member's sick leave credit.

#### 7.1.6 Annual Statement

The District agrees to provide each individual unit member an annual statement of all accumulated sick leave.

7.1.7 Reason for Using Sick Leave

Sick leave shall only be used for illness and injury of the unit member, except as provided in Section 7.7, Section 7.8, and Section 7.1.10 of this Agreement.

7.1.8 Retirement Credit

A unit member may convert unused sick leave to retirement credit in accordance with the Government Code Section 20862.2 or its successor if the unit member is filing a request for retirement.

7.1.9 Sick Leave Deductions

Sick leave will be deducted on an hour for hour basis.

7.1.10 Health Care Provider Appointment Leave

A unit member may take two (2) hours or less in any one (1) day for health care provider appointments up to a total of twenty-four (24) hours per fiscal year, prorated for less than full-time service. If expressly agreed by the unit member's supervisor, a unit member may reschedule work time and avoid time spent for health care provider visits counting against total allowable leave.

7.1.10.1 Health Care Provider Appointment Documentation

A unit member is required to provide documentation of the health care provider appointment. An absence under Section 7.1.10 that is not supported by documentation will be deducted from the unit member's sick leave.

7.1.10.2 Health Care Provider Appointment – Notice

Except in an emergency or other unforeseen circumstances, a unit member shall provide the unit member's supervisor with at least two (2) work days' notice of the unit member's planned health care provider appointment.

7.1.10.3 Definition

For purposes of this Section 7.1.10, "health care provider" shall mean any of the following:

- If licensed to practice under State Law: doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, and chiropractors, nurse practitioners, nurse-

midwives, and clinical social workers; any health care provider recognized by District's group health plan's benefits manager; or any type of health care provider approved by the Superintendent.

- "Health care provider" shall also include Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

#### 7.1.10.4 Exclusions

Health care provider leave shall not be available to use for health-related classes (e.g., smoking cessation, diabetes management, nutrition, weight loss, etc.) recommended or prescribed by a health provider.

### 7.2 Extended Sick Leave

- 7.2.1 At the beginning of each fiscal year, each regular classified unit member shall be credited with a minimum of one hundred (100) working days of paid sick leave, including the days of sick leave afforded in Section 7.1.1. Extended sick leave does not apply to unit members who have accrued one hundred (100) or more working days of paid sick leave under Section 7.1.1.
- 7.2.2 Sick leave utilized for absence for illness, injury, or quarantine which extends beyond the number of days of sick leave accumulated shall be termed extended sick leave. Such extended sick leave shall not exceed one hundred (100) working days per fiscal year.
- 7.2.3 Extended sick leave shall be paid at the rate of fifty percent (50%) of the unit member's regular salary, and shall not be cumulative.

### 7.3 Industrial Accident and Illness Leave

- 7.3.1 In addition to any other benefits that a unit member may be entitled to under the worker's compensation laws of this state, unit members shall be entitled to the following benefits: a unit member suffering an injury or illness arising out of and in the course and scope of the unit member's employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for each accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury occurred.
- 7.3.2 Payment for wages lost on any day shall not, when added to a temporary

disability award granted the unit member under the worker's compensation laws of this state, exceed the normal wage for the day.

- 7.3.3 The industrial accident or illness leave is to be used prior to using normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, or other paid leave shall then be used. If, however, a unit member is still receiving temporary disability payments under the worker's compensation laws of this state at the time of the exhaustion of the benefits under this Section, the unit member shall be entitled to use only so much of the unit member's accumulated and available normal sick leave, accumulated compensation time, vacation, or other available leave, which, when added to the worker's compensation award, provides for a day's pay at the regular rate of pay. Only the amount of salary paid by the District shall be charged against a unit member's sick leave or vacation credit.
- 7.3.4 Any time a unit member on industrial accident or illness leave is able to return to work, the unit member shall be reinstated without loss of pay or benefits, whenever possible, in the unit member's position.
- 7.3.5 During any paid leave of absence, the unit member shall endorse to the District the temporary disability benefit checks received on account of the unit member's industrial accident or illness. The District, in turn shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.

#### 7.4 Bereavement Leave

##### 7.4.1 Entitlement

Bereavement leave with pay, up to five (5) days, shall be granted a member of the classified service on account of the death of any family member of the unit member's immediate family. This leave shall not be deducted from accumulated leave.

##### 7.4.2 "Immediate Family" Defined

Member of the immediate family is defined as mother, stepmother, father, stepfather, uncle, aunt, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member and the spouse, son, step son, son-in-law, daughter, step daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, legal guardian, foster child, or domestic partner of the unit member, or any relative living in the immediate household of the unit member.

## 7.5 Family/Child Care Leave Benefits

### 7.5.1 Pregnancy Disability Leave

7.5.1.1 A unit member may use sick leave and/or extended sick leave for disability due to pregnancy, childbirth or related medical conditions, miscarriage, abortion, and recovery therefrom.

7.5.1.2 The length of pregnancy disability leave, including the date on which the leave shall begin and the date on which the unit member is no longer disabled because of pregnancy and shall return to work, shall be determined by the unit member and the unit member's physician.

7.5.1.3 Before returning to work from a pregnancy disability leave, the unit member shall obtain a "return to work" certification from her health care provider stating that she is able to resume her job duties.

7.5.1.4 Pregnancy disability leave shall not be granted to provide periods of convalescence beyond disability prior to or following childbirth. Pregnancy disability leave shall not be granted to provide for childcare.

### 7.5.2 Parental Leave

7.5.2.1 A unit member who takes a pregnancy disability leave and is eligible for leave under the California Family Rights Act ("CFRA") may take unpaid CFRA leave for reason of the birth of her child. (Subject to Article 7.5.2.3)

7.5.2.2 Parental leave of absence and/or childcare leaves of absence may be granted under the same conditions as unpaid leaves of absence.

7.5.2.3 Unit members shall be entitled to up to 12 weeks of child bonding leave pursuant to Education Code section 45196.1 subject to eligibility requirements set forth in these laws and implement regulations. Once all sick leave is exhausted, the unit member shall be paid at the rate of fifty percent (50%) of the unit member's regular salary for the remainder of the 12 weeks. Upon request, the District Human Resources Department shall provide explanatory materials to unit members regarding these leave benefits.

## 7.6 Family Care and Medical Leave

7.6.1 Unit members are eligible for unpaid leave under the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). The provisions of this Agreement and District family care and medical leave



policies will be applied in conformance with the FMLA and the CFRA.

### 7.6.2 Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a bargaining unit member must have been employed by the District for at least twelve (12) months, and have been employed for at least one thousand two hundred and fifty (1,250) hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

### 7.6.3 Family Care and Medical Leave Entitlement

Subject to the provisions of this Agreement and state and federal law, including the federal FMLA and the CFRA, an eligible bargaining unit member is entitled to a total of twelve (12) workweeks of unpaid leave (subject to article 7.5.2.3) during any twelve (12) month period for any one, or more, of the following reasons:

7.6.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);

7.6.3.2 The placement with the bargaining unit member of a child for adoption or foster care by the unit member (FMLA and CFRA);

7.6.3.3 To care for the bargaining unit member's child, parent, spouse, or domestic partner (CFRA only) who has a serious health condition; and

7.6.3.4 Because of a bargaining unit member's own serious health condition that makes the unit member unable to perform the functions of the unit member's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave (California Pregnancy Disability Leave (PDL) and FMLA only).

7.6.3.5 Because of any qualifying exigency arising out of the fact that the unit member's spouse, domestic partner, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. (FMLA only.)

### 7.6.4 Family Care and Medical Leave to Care for a Covered Service Member with a Service Injury or Illness

Subject to the provisions of this Agreement and state and federal law, including

the FMLA and CFRA, an eligible bargaining unit member is eligible to take FMLA leave to care for a covered service member with a serious injury or illness if the unit member is the spouse, domestic partner, son, daughter, parent, or next of kin of the service member.

7.6.4.1 An eligible unit member's entitlement is limited to a total of twenty-six (26) workweeks of leave during a "single twelve (12) month period" to care for a covered service member with a serious injury or illness. The District shall determine the "single twelve (12) month period" in which the twenty-six (26) weeks-of-leave entitlement described in this paragraph occurs using the twelve (12) month period measured forward from the date a unit member's first FMLA leave to care for the covered service member begins.

7.6.4.2 During the "single twelve (12) month period" described above, an eligible unit member's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

#### 7.6.5 Pay Status and Benefits

7.6.5.1 Except as provided in this Section, the family care and medical leave will be unpaid. The District will, however, continue to provide District contributions toward group health benefits during the period of leave on the same basis as coverage would have been provided had the bargaining unit member not taken family care and medical leave.

7.6.5.2 The bargaining unit member will be required to continue to pay the unit member's share of premiums payments, if any. Payment is due the same time as it would be make if by payroll deduction.

#### 7.6.6 Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the bargaining unit member may be entitled for the same qualifying reason.

#### 7.6.7 Relationship to Pregnancy Disability Leave

The family care and medical leave provided under this Section is in addition to any leave taken on account of pregnancy, childbirth, or related medical conditions for which a bargaining unit member may be qualified under state law.

### 7.6.8 Employee's Status on Returning from Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

### 7.7 Leave to Care for a Sick Child, Parent, Spouse, or Domestic Partner

7.7.1 In any school year, unit members may use up to a maximum of one-half (1/2) of the days of leave that are credited in one (1) year under Section 7.1.1 to attend to an illness of the unit member's child, parent, spouse, or domestic partner. The provisions of Sections 7.1.3, 7.1.4, and 7.1.7 shall apply to a unit member's use of sick leave to attend to an illness of the unit member's child, parent, spouse, or domestic partner. A unit member shall use this leave before using the leave in Section 7.8.

7.7.2 As used in this section:

"Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis.

"Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

7.7.3 This Section does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2), and District policies implementing these Acts, regardless of whether the unit member receives sick leave compensation during that leave.

### 7.8 Personal Necessity Leave

A classified unit member may use up to seven (7) days per year of the unit member's accumulated sick leave, at the unit member's election, in any of the following situations:

7.8.1 Death of a member of the immediate family, when additional leave is required beyond the five (5) days allowed under bereavement leave.

7.8.2 Accident involving the unit member's person or property, or the person or property of a member of the unit member's immediate family, as defined under

bereavement leave.

- 7.8.3 Appearance in court or before any administrative tribunal as a litigant, party, or witness under any order made with jurisdiction.
- 7.8.4 Serious or critical illness of a member of the immediate family, as defined under bereavement leave, requiring the absence of the unit member.
- 7.8.5 Personal necessity for which prior approval of the absence has been granted. Such necessity exists when a personal matter can only be attended to during the unit member's workday.
- 7.8.6 Unit members who take personal necessity leave for medical or judicial reasons pertaining to the unit member or the unit member's immediate family as defined under bereavement leave, need not provide specific reasons for the leave.

## 7.9 Catastrophic Leave

### 7.9.1 Definition

Catastrophic Sick Leave is defined as a unit member suffering an incapacitating illness/injury which is expected to continue for an extended period of time, as verified by the attending physician, and which prevents the unit member from performing his/her regularly assigned work. The time off work must create a financial hardship for the unit member because he or she has exhausted all accrued sick leave and any other paid time, excluding extended sick leave. Eligibility for catastrophic leave shall run concurrently with leave described in Article 7.2 (Extended Sick Leave) with donated leave being credited in half day increments to enable unit members to receive full pay during the 100-day period.

### 7.9.2 Contribution and Eligibility

Unit members who elect to join the Catastrophic Leave Bank may join the bank only during open enrollment periods and must have a waiting period of thirty (30) calendar days after joining the bank before becoming eligible to withdraw from it. The open enrollment period shall be September 1<sup>st</sup> through September 30<sup>th</sup>. Unit members employed after September 30<sup>th</sup> may elect to join the Catastrophic Leave Bank within the first thirty (30) days of employment. Once a unit member becomes a participant in the Catastrophic Leave bank, he/she shall not be required to reenroll each year.

A unit member may elect to participate in the Catastrophic Leave Bank by donating at least one (1) day (1 day = current daily hours assigned) his/her accumulated sick leave to the Catastrophic Leave Bank. No member shall contribute more than two (2) days to the Catastrophic Leave Bank in any one

open enrollment period. The unit member shall make this donation by filing an appropriate form with the Human Resources Department during the open enrollment period. This donation shall be irrevocable. A donation to the Catastrophic Leave Bank shall not be designated to a specific unit member for his/her exclusive use.

### 7.9.3 Procedure

In order to be eligible to withdraw catastrophic leave from the bank, the unit member must be a participant and have exhausted all of his/her available accrued paid leave credits, which includes earned and accumulated sick leave, compensatory leave, compensatory time off, and vacation.

A unit member electing to use the Catastrophic Leave Bank shall complete an appropriate form in order to make a draw on the bank. The unit member must submit this form to the Human Resources Department. The unit member must provide an attending physician's statement, which verifies the catastrophic illness or injury and gives an estimated date of return to work. Verified requests will be forwarded to the CSEA chapter president along with the balance of hours in the Bank. The CSEA chapter president will notify the district of the amount of donated leave approved.

The maximum number of days a unit member may be absent while using catastrophic leave for a single injury/illness shall not exceed forty (40) days. Any days approved but unused by the unit member shall be returned to the Catastrophic Leave Bank.

### 7.9.4 Miscellaneous

Unit members receiving worker's compensation benefits for industrial illness/injury shall not be entitled to use catastrophic leave credits provided in this agreement.

### 7.9.5 Non-Grievable:

The provisions of this section 7.9 shall not be subject to the grievance procedure of the Collective Bargaining Agreement.

## 7.10 Personal Business Leave

### 7.10.1 Entitlement

One (1) day of fully compensated personal business leave may be granted annually to classified unit members upon prior approval of the Superintendent. Personal business leave shall not be cumulative.

### 7.10.2 Personal Business Defined

Personal business is defined as business of an urgent or unusual nature which cannot be taken care of outside normal working hours and which is not covered under other leave provisions. Personal business leave shall not be used for such purposes including, but not limited to vacation, recreational activities, social activities, political activities, employee organizational activities, work stoppages.

### 7.11 Military Leave

Military leave of absence shall be granted as provided for in the Military and Veterans' Code. Request for leave shall be accompanied by a copy of the orders requiring military duty. A unit member shall retain all rights and privileges granted by law arising out of the exercise of military leave.

### 7.12 Jury Duty

Each unit member who is required to serve as a juror or appear as a witness under subpoena, except in cases when the unit member is a litigant, in any court of the state, or of the United States, shall be entitled to and shall receive, during services as a juror, regular salary less any and all per diem fees, except mileage, which the unit member may be entitled to receive for performing duties as a juror or as a witness.

### 7.13 Other Paid or Unpaid Leaves

7.13.1 Leaves of absence may be granted, when deemed advisable and feasible, by the Governing Board, upon the recommendation of the Superintendent. Leaves extending beyond three (3) working days must be approved by the Governing Board prior to the leave. A written request for such leave must be made to the Superintendent prior to the date when such leave is desired.

7.13.2 Generally, a leave of absence is without pay.

### 7.14 Break in Service

Periods of approved leave of absence, paid or unpaid, shall not be considered a break in service of the unit member. In addition, whenever a unit member is on paid leave, the unit member shall receive all of the benefits provided for by this Agreement, as if the unit member is in an actively employed status. A unit member on an approved unpaid leave of absence may participate in the District's health, dental, and vision insurance at the unit member's own expense.

## ARTICLE 8: COMPENSATION

### 8.1 Salary Schedule

- 8.1.1 The Salary Schedule shall include the following longevity increments each of which shall constitute a 5% increase above the previous step and longevity amount: When an employee has served the District for six and one-half (6 ½) consecutive years, a longevity pay increment will become effective; after ten (10) years of consecutive service a second (2<sup>nd</sup>) longevity increment will be recognized; after fourteen (14) years of consecutive service, a third (3<sup>rd</sup>) longevity increment will be recognized and after nineteen and one-half (19 ½) years of consecutive service, a fourth (4<sup>th</sup>) longevity increment will be recognized. The salary schedule is attached as Appendix A and incorporated into this Agreement. Longevity increments shall be calculated based on total years of service with the District, not based on years of service within a particular classification.
- 8.1.2 Effective July 1, 2021, the 2021-2022 salary schedule shall be increased by four percent (4%).
- 8.1.3 Effective July 1, 2022, the 2022-2023 salary schedule shall be increased by three percent (3%).
- 8.1.4 Compensation for the 2023-2024 school year shall be subject to reopener negotiations pursuant to Article 19 of this Agreement.
- 8.1.5 If in any year in the life of this contract, another bargaining unit or employee group should receive an increase in total compensation greater than the CSEA bargaining unit, CSEA shall receive the higher amount.
- 8.1.6 2021-2022 school, school day only employees work year shall increase by an additional 3 work days. Salary shall be adjusted upwards to reflect the additional 3 work days.

### 8.2 Computation of Wages for Pay Purposes

- 8.2.1 Wages shall be computed in accordance with the following procedure:
- 8.2.1.1 The monthly rate of pay set forth for each position in Maintenance/Support classifications shall be divided by 173.33 to produce the hourly rate of pay.
- 8.2.1.2 The monthly rate of pay set forth for each position in Clerical/Paraeducator/Resource Aide classifications shall be divided by 173 to produce the hourly rate of pay.

8.2.2 All pay computations shall be based on this hourly rate of pay stated to three (3) decimal places.

8.2.3 In producing the hourly rate of pay, the calculation shall be carried to the fourth (4<sup>th</sup>) decimal place in the event that the dividend is not evenly divisible by the third (3<sup>rd</sup>) decimal place, or prior to that. When the calculation is carried to the fourth (4<sup>th</sup>) decimal place, the following rule shall prevail in stating an hourly rate of pay calculated to three (3) decimal places. If the number in the fourth (4<sup>th</sup>) decimal place is four (4) or less, the number in the third (3<sup>rd</sup>) decimal place shall remain unaffected. If the number in the fourth (4<sup>th</sup>) decimal place is five (5) or larger, the number in the third (3<sup>rd</sup>) decimal place shall be increased by one (1).

### 8.3 Wages – New Work

In the event the District creates a new job classification, the District shall provide written notice to CSEA, and shall, negotiate the applicable wage scale, job title, and any other subjects within scope pursuant to the creation of the new position prior to posting the position. The negotiated pay rate shall become effective on the date the work was first performed.

### 8.4 Wages – Pay for Temporary Higher Class Work

A unit member may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five (5) working days within a fifteen (15) day period provided that the unit member's salary is adjusted upward for the entire period the unit member is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside the unit member's normal assigned duties. In such cases the unit member shall be paid at the unit member's current step on the higher salary range to which the duties belong.

### 8.5 Night Shift

8.5.1 In addition to the established wage rates, the District shall pay a monthly differential of five percent (5%) to Maintenance/Support unit members regularly assigned to work a night shift during those months they are assigned night shift duty.

8.5.2 While unit members are on the night shift, all leave and benefit pay shall be computed as a total of base pay plus differential pay.

8.5.3 Night shift unit members temporarily assigned twenty (20) working days or less to the day shift shall receive shift differential pay for all such day shift hours worked.



## 8.6 Overtime

8.6.1 All overtime must have approval from the immediate supervisor or Superintendent, before the overtime is worked.

8.6.2 Overtime shall be defined as any hours worked in excess of the normal workday or the normal workweek according to the following categories:

### 8.6.3 Full-Time Unit Members

8.6.3.1 For unit members working a workday of eight (8) hours, overtime shall be considered to be any hours worked in excess of eight (8) hours in any working day or any hours worked in excess of forty (40) hours in one (1) calendar week.

8.6.3.2 For the purpose of computing the number of hours worked, time during which a unit member is excused from work because of holidays, sick leave, vacation, or other paid leave of absence shall be considered as time worked by the unit member.

### 8.6.4 Part-Time Unit Members

For unit members working an average workday of four (4) hours or more but not more than six (6), the workweek shall consist of not more than five (5) consecutive workdays, and overtime shall be paid for any work required to be performed on the sixth (6) and seventh (7<sup>th</sup>) day following commencement of the workweek.

### 8.6.5 Overtime Rate

8.6.5.1 Overtime shall be paid at the rate of one and one-half (1 ½) times the basic straight time hourly rate. All work performed on Sundays and holidays shall be paid for at the rate of two (2) times the basic straight time hourly rate.

8.6.5.2 Overtime work shall be compensated in cash unless the Superintendent or designee otherwise approves compensatory time off.

## 8.7 Call Back Pay

8.7.1 Any unit member called back to work outside of their standard workday or standard workweek shall be guaranteed a minimum of three (3) hours pay at the overtime rate.

8.7.1.1 The District will maintain and provide to unit members at each site a list

of employees/classifications who are to be contacted for call-back duty in the normal course of events (e.g., alarms sounding, broken windows, etc.).

8.7.1.2 If a unit member not on the list is mistakenly contacted to provide call-back duty, the unit member shall immediately refer the caller to the appropriate person to be contacted.

8.7.1.3 The intent of these provisions is that unit members not on the list should not provide call-back duty except in cases in which unit members on the list cannot provide the service and/or to comply with the specific directions of a supervisor.

8.7.2 If a call-back continues for at least six (6) hours, the unit member shall be guaranteed a minimum of eight (8) hours pay at the overtime rate.

8.7.3 Call-back time for pay purposes shall begin when the unit member arrives on the job.

## 8.8 Physical Examinations and Tests

8.8.1 The District shall provide, or provide reimbursement for, any District or state required medical examinations or medical tests required as a condition of employment or continued employment.

8.8.2 The District will pay for the fee required for renewal of the Bus Drivers' license.

## 8.9 Continuing Education Incentives

8.9.1 Unit members may receive additional compensation for completing job-related education which is beyond the minimum required for the classification held by a unit member.

8.9.2 In addition, unit members are eligible to earn credit in areas where the unit member has declared an interest in cross-training in another classification. This credit is subject to District approval of the course work's relevance to the cross-training objective.

8.9.3 Credit for compensation may be earned through adult education, community college, college and university classes, conferences, in-service training or correspondence courses. Courses taken while on paid work hours will not be credited toward Continuing Education Incentives.

8.9.4 Unit members completing one (1) unit (fifteen (15) hours) of approved course work shall receive eleven dollars (\$11) per semester unit per month. The

continuing education incentive pay is effective the pay period following the District's receipt of confirmation of the unit member's completion of the approved course. The maximum total salary credit which may be received by any unit member is ten percent (10%) of the unit member's annual salary or two hundred dollars (\$200.00) per month, whichever is greater effective July 1, 2018.

8.9.5 Unit members must obtain written approval from the unit member's supervisor and Superintendent prior to enrolling in courses for Continuing Education credit.

8.9.6 For the purpose of converting conferences and in-service training or correspondence courses, fifteen (15) hours equals one (1) semester unit. Quarter units are converted at the ratio of three (3) quarter units equal two (2) semester units.

#### 8.10 Pay Periods and Pay Checks/Issuance of Paychecks

8.10.1 Unit members shall be paid once per month, no later than the last working day of the month, except as otherwise scheduled by the San Mateo County Office of Education.

8.10.2 The time for release of the paychecks on payday shall be determined according to the discretion of each site administrator or supervisor, but not later than the end of the unit member's shift.

8.10.3 All payments other than regular salary shall be accompanied by a statement of earnings.

## ARTICLE 9: FRINGE BENEFITS

### 9.1 Health Insurance

Medical benefits will be provided by participation in the CalPERS Health Benefits Program, the Public Employees' Medical and Hospital Care Act (PEMHCA). Unit members must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and PEMHCA. The District shall make contributions toward CalPERS medical premiums for unit members as described below:

#### 9.1.1 District Basic Unit Member Contribution for Medical Premiums

The amount required by Government Code Section 22892 shall be the District's Basic Unit Member Contribution for medical benefits. This Basic Unit Member Contribution is required only to the extent mandated by law and only as long as the District participates in the PEMHCA plan. The District Basic Unit Member Contribution will increase in future years as required by law.

#### 9.1.2 District Supplemental Contribution and Eligibility: Full-Time Unit

9.1.2.1 The District shall contribute a supplemental monthly contribution per full-time bargaining unit insurance programs that when added to the District Basic Unit Member Contribution in Section 9.1.1 will equal nine-hundred-fifteen dollars and forty-two cents (\$915.42).

Health Insurance: CalPERS Health Plan

Dental Insurance: Delta Dental 70, 80, 90, 100 (Delta Plan \$3,200 cap)

Life Insurance: Hartford

Vision Insurance: VSP

9.1.2.2 For full-time unit members, any unused District contribution may be applied to dependent coverage on the above programs and/or to supplement the life insurance program.

9.1.2.3 For full-time unit members, any unused portion of the District Supplemental contribution under Section 9.1.2.1 may be received by the unit member as cash back payment, but not to exceed \$8,580 per year.

### 9.2 District Supplemental Contribution and Eligibility: Part-Time Unit Members

9.2.1 Part-time unit members shall receive a pro-rata share of the District's

contribution toward health and life insurance premiums based upon the number of hours worked as compared to a full-time unit member.

9.2.2 All part-time unit members qualify for the health insurance programs and must subscribe to the health insurance programs or present evidence of having coverage. In addition, unit members working at least four (4) hours per day qualify for the dental and life insurance programs, and must be subscribers.

9.2.3 For unit members who regularly work four (4) hours or more, the District's unused contribution will be paid as a cash back for each eligible unit member, but not to exceed \$8,580, prorated per FTE.

### 9.3 Domestic Partner Coverage

The District will provide health benefits for qualified domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions, as health benefits are available to dependents of unit members under this Agreement. This coverage is conditioned upon the domestic partner meeting all the criteria of California Family Code Section 297, and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed according to the above Family Code Section or with any local agency registering domestic partnerships.

### 9.4 Insurance Program Participation Requirements

An eligible unit member must subscribe to the dental and life insurance programs and must subscribe to the health insurance programs or present evidence of having coverage.

### 9.5 Income Disability Insurance

The District shall provide income disability insurance for each unit member working at least six (6) hours per day.

### 9.6 Section 125 Participation

Section 125 of the IRS Code salary reductions for the purposes of childcare, and out-of-pocket medical expenses will be available to eligible unit members.

### 9.7 Retiree Health Benefits

#### 9.7.1 District's Basic Retiree Medical Benefits Contribution

The District Basic Retiree Medical Contribution will be made pursuant to Government Code Section 22892. This medical only contribution shall be required only to the extent required by law, and only as long as the District

participates in the PEMHCA program.

9.7.2 District's Supplemental Contribution to Unit Members Hired On or Before May 31, 2011

9.7.2.1 Eligibility

To be eligible for a District supplemental contribution toward the lower of the basic rates for a single subscriber of the District's health and accident programs, retired unit members of the Las Lomitas District must meet the following conditions:

9.7.2.1.1 The unit member must have been employed by the District as a full-time employee prior to retirement.

9.7.2.1.2 The retired unit member must be eligible to draw retirement benefits (non-disability) from the Public Employees Retirement System ("PERS") or State Teachers Retirement System ("STRS"). These unit members have no full-time reemployment rights.

9.7.2.1.3 To be eligible for insurance upon retirement, a unit member must have been eligible for health insurance while an active employee.

9.7.2.1.4 To draw continuous (lifetime) contributions, the retiring unit member must:

9.7.2.1.4.1 have been employed full-time by the District for a period of ten (10) years prior to retirement if the unit member retires at age sixty-five (65) or older; or

9.7.2.1.4.2 prior to retirement, have accumulated beyond ten (10) years of full-time equivalent service an additional year of full-time equivalent service for each year under age sixty-five (65) up to a total of ten (10) additional years.

9.7.2.1.5 In the event a unit member cannot satisfy this lifetime formula at retirement, the unit member shall receive the supplemental District contribution

for as many years of full-time equivalent service as is accumulated prior to retirement.

#### 9.7.2.2 District Supplemental Contribution

In addition to the District's Basic Retiree Medical Contribution described in Section 9.7.1, the District will contribute an amount that when added to the District's Basic Retiree Medical Contribution will equal sixty percent (60%) of the premium of the least expensive health insurance program for unit members who retire after December 9, 1999. The unit member will be able to remain in the District's group plan in which the unit member and the unit member's dependents were enrolled prior to retirement, or the unit member may convert to the retiree plan provided by the same carrier. If the unit member continues on the carrier's retiree medical program, both the unit member's premiums and that of enrolled dependents will be deducted from retirement income by the retirement service. The District's contribution will be paid to the unit member at year-end upon certification by the unit member that enrollment was continued in the program.

9.7.2.3 In the event the unit member elects to remain in the District's group dental plan, the unit member must submit a check for the full monthly dental premium to the District and the District must receive the check no later than the first of each month. Dental insurance coverage may be cancelled if the premium payment is late by forty-five (45) days or more. Unit members remaining in the District's program who do not submit checks will also annually certify that they are still active participants.

### 9.7.3 Unit Members Hired On or After June 1, 2011

#### 9.7.3.1 Eligibility

To be eligible for a supplemental District contribution toward the lower of the basic rates for a single subscriber of the District's health and accident programs, retired unit members of the Las Lomitas District must meet the following conditions:

- 9.7.3.1.1 The unit member must have been employed by the District as a full-time employee for a period of ten (10) years prior to retirement.
- 9.7.3.1.2 The retired unit member must be eligible to draw retirement benefits (non-disability) from PERS or STRS. These unit members have no full-time reemployment rights.

- 9.7.3.1.3 To be eligible for insurance upon retirement, a unit member must have been eligible for health insurance while an active employee.

9.7.3.2 District Supplemental Contribution

In addition to the District's Basic Retiree Medical Contribution described in Section 9.7.1, the District will contribute an amount that when added to the District's Basic Retiree Medical Contribution will equal sixty percent (60%) of the premium of the least expensive health insurance program. The retired unit member will be able to remain in the District's group plan in which the unit member and the unit member's dependents were enrolled prior to retirement, or the unit member may convert to the retiree plan provided by the same carrier. If the unit member continues on the carrier's retiree medical program, both the unit member's premiums and that of the enrolled dependents will be deducted from retirement income by the retirement service. The District's contribution will be paid to the unit member at year-end upon certification by the unit member that enrollment was continued in the program. The District's supplemental contribution shall cease when the retiree becomes eligible for Medicare.

- 9.7.3.3 In the event the unit member elects to remain in the District's group dental plan, the unit member must submit a check for the full monthly dental premium to the District and the District must receive the check no later than the first of each month. Dental insurance coverage may be cancelled if the premium payment is late by forty-five (45) days or more.



## ARTICLE 10: TRANSFER AND PROMOTION

### 10.1 Definitions

#### 10.1.1 Transfer

A transfer is movement of a unit member from work site to another work site within the same classification, or the movement of a unit member from one classification to another classification in the same job family with the same salary range designation.

#### 10.1.2 Promotion

Promotion is the movement of a unit member from one classification to another classification within the bargaining unit with a higher salary range designation. Unit members who are promoted shall be paid at the lowest step of the new salary schedule that guarantees at least a 5% increase in base pay before longevity or continuing education incentives are applied.

#### 10.1.3 Vacancy

A vacant position is one that is created when a unit member permanently leaves the position or when the District creates a new position.

### 10.2 Procedure for Filling Vacancies

A unit member shall be given first consideration in filling any job vacancy for which the unit member is qualified. After the announcement of the position vacancy, any unit member may file for the vacancy by submitting written notice to the District Office within the filing period. All unit members filing for any vacancy for which they meet the qualifications shall be interviewed.

10.2.1 Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of ten (10) calendar days, during which time unit members may file for the vacancy. Unit members who are on vacation or leave and who have notified the District office in writing of their desire to receive notification of the vacancy shall be mailed notice of the job vacancies.

10.2.2 The job notice shall include the job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of days per week and months per year assigned to the position, the salary range and the deadline for filing and filling the vacancy.

10.2.3 The unit member is entitled to a conference with the Superintendent or designee

regarding the transfer or promotion request.

10.2.4 In the event the request for voluntary transfer or promotion is denied, the unit member shall upon request be given reasons in writing for such denial.

10.2.5 Unit members' initiated transfers and promotion applications shall be granted or denied prior to initiating involuntary transfers.

10.2.6 All transfer and promotion applications shall be considered on the basis on the needs of the District and the qualifications of the unit members. All other conditions being equal (in judgement of the Superintendent), length of service with the District shall be determinative. The Superintendent shall authorize all unit member transfers and promotions.

### 10.3 Promotional Probationary Period

A permanent unit member who is promoted shall serve a six (6) month probationary period in the promotional position. A permanent unit member who accepts a promotion and fails to complete the promotional probationary period shall be employed in the classification from which the unit member was promoted.

### 10.4 Involuntary Transfers

The Superintendent or designee may involuntarily transfer unit members when, in the Superintendent's judgement, such transfers are necessary for the efficient operation of the District. All other conditions being equal (in judgement of the Superintendent), length of service with the District shall be determinative: the unit member with the highest seniority shall have right of first refusal regarding the transfer.

10.4.1 The transferred unit member(s) shall be advised of proposed involuntary transfers and whatever positions are available for involuntary transfers as soon as the information is known with any reasonable certainty by the District.

10.4.2 If requested by the transferred unit member(s), a conference shall be held between the unit member(s) and the Superintendent prior to the actual involuntary transfer, at which the parties shall discuss the various options available in lieu of the proposed transfer.

10.4.3 The unit member shall be given reason(s) in writing for any transfer initiated by the District.

## ARTICLE 11: EVALUATIONS

### 11.1 Purpose of Evaluation

The purpose of evaluation is to provide the employee with timely feedback concerning their job performance to assist each employee in obtaining their full potential within their job classification.

### 11.2 Time of Evaluation

All classified bargaining unit members shall be formally evaluated at regular intervals.

11.2.1 Probationary unit members shall be evaluated at the end of the third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) months of employment. "Months of employment", for purposes of this evaluation schedule and for purposes of counting the six (6) month probationary period, shall not include months which are not part of the unit members regular work year (i.e., the summer months which are not part of a nine (9), ten (10), or eleven (11) month unit member's regular work year).

11.2.2 Permanent unit members shall be evaluated at least once per year, not later than by July 1, and written evaluation shall be submitted to the District office.

### 11.3 Persons Responsible for Evaluations

Evaluations shall be made by the unit member's designated administrator and/or supervisor.

### 11.4 Procedure for Completion of Evaluation Forms

Evaluations shall be made on regular District forms. The original shall be sent to the District office, one (1) copy shall be kept in the files of the designated administrator, one (1) copy shall be given to the unit member.

### 11.5 Procedure for Evaluation Conference

The completed evaluation form shall be shown to the unit member being evaluated and each item discussed. Both parties will sign the report, and each may write any comments deemed necessary. Signing the report does not indicate that the unit member agrees or disagrees with the report but merely that the unit member has seen it.

### 11.6 Procedure for Improvement of Unit Member Performance

The immediate supervisor shall confer with the unit member concerning areas of work that need improvement. If improvement is not forthcoming, a formal conference shall be held and recorded according to the following:

11.6.1 The supervisor shall specifically itemize the problem areas and offer positive steps for improvement.

11.6.2 Provide a specific timeline within which improvement must be demonstrated.

11.6.3 The above shall be in writing and signed by both parties, copies of which shall be given to the unit member.

11.6.4 At the conclusion of this timeline, if improvement does not meet with the expectations of the supervisor, the supervisor shall record the evaluation and send a notice to the unit member and to the District Office indicating the deficiency. The unit member retains the right to attach a statement listing any objections.

#### 11.7 Unit Member Evaluation Complaints

11.7.1 Unit members who have a complaint about the evaluation should seek satisfaction at the first step possible through normal channels in the following sequence:

- (1) Evaluator
- (2) District Office Administrator designated by the Superintendent
- (3) Superintendent
- (4) Governing Board

#### 11.8 Exempt From Grievance Procedure

This article on Evaluations is not subject to the provisions of the Grievance Procedure article.

## ARTICLE 12: DISTRICT PERSONNEL FILES

- 12.1 Each unit member shall have the right to inspect the unit member's personnel file upon request, provided that the request is made at the time when such person is not actually required to render services to the District.
- 12.2 Information of a derogatory nature shall not be placed in the unit member's District personnel file until and unless:
  - 12.2.1 the unit member is provided a copy of the material;
  - 12.2.2 the unit member is provided the opportunity to request a conference with the Superintendent to discuss the material and a conference, if requested, is held;
  - 12.2.3 the unit member has had fifteen (15) workdays from the receipt of the copy of the material, if no request for a conference is made, or fifteen (15) workdays from the date of the conference, if a request is made, to attach her/his own comments to the derogatory statement; and
  - 12.2.4 the conference shall take place during normal business hours and the unit member and the unit member's representative (if requested) shall be released from duty for this purpose without salary reduction.
- 12.3 All personnel files shall be kept in confidence, except as otherwise required by law, and shall be available for inspection only to (1) the unit member and the unit member's authorized representative, and (2) other District employees and representatives when necessary in the administration of the District's affairs or the supervision of the unit member. Any person who has examined a personnel file (other than routine access by the personnel file custodian) shall sign and date the space provided in the file.

## ARTICLE 13: LAYOFF

### 13.1 Reasons for Layoff

13.1.1 A layoff may occur only for lack of work or lack of funds and shall be accomplished according to Education Code requirements.

13.1.2 “Layoff for lack of funds or layoff for lack of work” includes any reduction in hours of employment or assignment to a class or grade lower than in which the unit member has permanence, voluntarily consented to by the District, in order to avoid interruption of employment by layoff.

### 13.2 Layoff Defined

Layoff classified unit members may occur at the discretion of the District any time that the Governing Board determines that the District has insufficient funds to maintain a given level of service or that the District no longer needs to have the service provided.

### 13.3 Notice

13.3.1 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 classified unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights.

13.3.2 However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than sixty (60) days prior to the effective date of their layoff.

13.3.3 In all other cases, when classified unit members are subject to layoff for lack of work or lack of funds, affected unit members shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

13.3.4 This Section does not preclude the Governing Board from implementing either of the following actions without providing the notice required above: (1) A layoff for a lack of funds in the event of an actual and existing financial inability to pay the salaries of classified unit members; (2) A layoff for a lack of work resulting from causes not foreseeable or preventable by the Governing Board.

13.3.5 The District shall notify CSEA of a pending layoff at least thirty (30) days before the formal layoff notices are mailed to the unit members. The District’s failure to meet this notification requirement is not grievable and shall not impede the

layoff in any way. The District shall concurrently provide CSEA with copies of the layoff notices.

#### 13.4 Order of Layoff

Classified unit members shall be subject to layoff for lack of work or lack of funds. Whenever a classified unit member is laid off, the order of layoff within the class shall be determined by “length of service.” The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff. For purposes of this section, “class” shall mean a position in the classified service with a designated title.

#### 13.5 Length of Service/Seniority

Length of service/seniority shall be determined by date of hire.

#### 13.6 Displacement/Bumping Rights

##### 13.6.1 Bumping

A unit member shall be entitled to bump or displace other unit members according to the provisions of Education Code Sections 45308 and 45117.

##### 13.6.2 Reemployment Rights

A unit member who elects a layoff instead of bumping another unit member maintains the unit member’s reemployment rights under this Agreement.

##### 13.6.3 Voluntary Demotion

A unit member electing a voluntary demotion in lieu of layoff shall receive the rate of pay at the step of the new classification that is closest to, but not exceeding, the former rate of pay.

#### 13.7 Reemployment Rights

##### 13.7.1 Eligibility: Reemployment and Promotional Exams

Persons laid off because of lack of work or lack of funds are eligible for reemployment in accordance with Education Code requirements. Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, persons laid off have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months.

### 13.7.2 Voluntary Demotions and Reductions

Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff from their present positions, rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the class still apply.

### 13.7.3 Voluntary Demotions

Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation or time; but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

### 13.7.4 CSEA Notification

The District shall notify CSEA in writing of all reemployment offers, including dates the offers were made and the unit member's acceptance or rejection.

### 13.7.5 Notification of Acceptance/Refusal

Upon receipt of a reemployment offer, a unit member shall notify the District of the unit member's intent to accept or refuse reemployment within three (3) workdays.

## 13.8 Retirement

A unit member may elect retirement in lieu of layoff. Retirement and reemployment from such retirement shall be accomplished according to the Education Code.

## 13.9 Effects of The Layoff

Prior to the effective date of a layoff, the District will meet with CSEA, if requested, to negotiate the effects of layoff on unit members.



## ARTICLE 14: GRIEVANCE PROCEDURES

### 14.1 Definitions

#### 14.1.1 Grievance

A grievance is a formal written allegation by a grievant that he/she has been adversely affected by a violation of a specific provision of this Agreement.

#### 14.1.2 Grievant

A grievant is a unit member of the District covered by the terms of this Agreement, or CSEA.

#### 14.1.3 Day

A day is any day which the District Office is open for business.

#### 14.1.4 Immediate Supervisor

The immediate supervisor is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.

#### 14.1.5 Purpose

The purpose of this Article is to provide a procedure to resolve disputes about alleged violations of specific provisions of this collective bargaining agreement. The District and CSEA agree that their interests are best served by resolving grievances at the lowest possible administrative level.

### 14.2 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

### 14.3 Formal Level

#### 14.3.1 Level 1 – Appeal to Immediate Supervisor

14.3.1.1 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to the grievant's immediate supervisor. Forms are available at the District Office.

14.3.1.2 This statement shall be a clear, concise statement of the grievance, the specific provision of the Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

14.3.1.3 The supervisor shall communicate the decision to the unit member in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievance is automatically appealed to Level 2.

14.3.1.4 Within the above time limits, either party may request a personal conference.

#### 14.3.2 Level 2 – Appeal to Superintendent

14.3.2.1 If the grievant is not satisfied with the decision at Level 1, the grievant may, within ten (10) days, appeal the decision on the appropriate form to the Superintendent or designee.

14.3.2.2 This statement shall include a copy of the original grievance and appeal and the decisions rendered and a clear, concise statement of the reasons for the appeal.

14.3.2.3 The Superintendent or designee shall communicate the decision to the grievant in writing within ten (10) days. If the Superintendent or designee does not respond within the time limits provided, or if the grievant is not satisfied with disposition of the grievance at Level 2, the grievant may appeal to the next level within ten (10) days of the Superintendent's decision or within ten (10) days after the Superintendent's timeline expired.

#### 14.3.3 Level 3 – Governing Board Decision

The Governing Board shall review the matter in closed session no later than the second regular Governing Board meeting following the meeting at which the request for review is received.

14.3.3.1 The unit member who filed the grievance will be notified of the meeting at which the Governing Board will conduct its review. These parties may, at their request, be present and give testimony.

14.3.3.2 The decision of the Governing Board shall be rendered no later than the next regular Governing Board meeting following that at which the review of the grievance has been concluded. The

decision shall be communicated in writing to the unit members and CSEA.

#### 14.3.4 Level 4 – Binding Grievance Arbitration

If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, or if no written decision has been rendered within the time lines set forth in Section 14.3.3.2 above, the grievant may, within ten (10) days after the Governing Board's decision (or, if no decision is issued, within ten (10) days after the time line provided in Section 14.3.3.2 above), request in writing that CSEA submit the grievance to arbitration.

14.3.4.1 CSEA, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person may submit the grievance to binding arbitration and the Governing Board.

14.3.4.2 In this even, the parties agree that they shall jointly request the State Mediation and Conciliation Service to furnish a panel of five (5) arbitrators. Each party shall have the right to reject one (1) panel so submitted. The party requesting arbitration and the Governing Board representative shall alternately strike names from the arbitration panel and the remaining individual shall be the arbitrator.

14.3.4.3 If mutually agreed, the parties may agree to an alternate method of selecting an arbitrator.

14.3.4.4 The fees and the expenses of the arbitrator shall be shared equally by the parties.

14.3.4.5 Any question that arises as to the arbitrability of the grievance shall be ruled upon by the arbitration prior to hearing the merits of the grievance.

14.3.4.6 The arbitrator shall limit the decision strictly to the interpretation and application of the specific provisions of this Agreement which may be in issue, and shall be without power or authority to make any decision that is:

14.3.4.6.1 contrary to, or inconsistent with, or modifies, alters, amends, or varies in any way the terms, conditions, or provisions of this Agreement or of applicable law or rules or regulations having the force and effect of law; or that

- 14.3.4.6.2 involves Governing Board decision or Board policy not covered by the terms of this Agreement or Board action under all applicable statutes or rules or regulations of the State Board of Education, or matters as to which the Governing Board is without authority to act; or that
- 14.3.4.6.3 limits or interferes in any way with the powers, duties and responsibilities of the Governing Board under policies not covered by Agreement, applicable statutes, and/or rules and regulations having the force and effect of law.

14.3.4.7 The arbitrator shall render a decision in writing to both parties setting forth the findings of fact, reasoning and conclusions of the issues submitted. The decision shall be rendered as promptly as possible, shall specify the effective date of the decision, and shall be final and binding on both parties to the dispute.

#### 14.4 General Provisions

14.4.1 Failure to appeal a grievance to Level 3 or 4 within the specified time limits shall be deemed as acceptance of the decisions as rendered. Time allowances set forth in this grievance procedure may be extended by mutual written consent.

##### 14.4.1.1 Grievance Forms

Forms for filing and processing grievances and other documents necessary under the procedure shall be prepared by the District and given appropriate distribution so as to facilitate operation of the grievance procedure.

##### 14.4.1.2 Personal Conferences

Within the specified time limit, either party may request a personal conference with the other, and such request shall be granted.

14.4.1.3 A grievant may be accompanied by a person of their own choosing at any stage of the grievance procedure or by a representative of CSEA. The grievant shall be present at all stages of the grievance procedures.

14.4.1.4 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file

and will not be kept in the personnel file of any of the participants. No party shall take any reprisals against any other party because of participation in the grievance procedures. During the pendency of any proceeding, and until final determination has been reached, all proceedings shall be private and any preliminary dispositions shall not be made public without the written agreement of all parties.

- 14.4.1.5 Reasonable release time shall be provided the grievant and one (1) CSEA representative at a time when mutually agreed to by the grievant and the management employee involved at any level.

## ARTICLE 15: EMPLOYER/EMPLOYEE RELATIONS COMMITTEE

- 15.1 The Superintendent or designee and the representatives of the Association shall meet, upon request of CSEA or the Superintendent, at a mutually agreeable time(s) to discuss matters that may be of concern to either party. The purpose of this Committee is to provide the opportunity for consultation and is not intended as a substitute for the negotiating process.
- 15.2 Consultation of holidays and special overtime projects shall be referred to this Committee.

## ARTICLE 16: SAFETY AND WORKING CONDITIONS

- 16.1 The District shall furnish safe tools, required personal protective equipment when necessary, and a healthful place of employment and shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under stated or federal law.
- 16.2 A safety committee shall be composed of the Shop Steward or other CSEA representative and the Superintendent or designee. The committee shall review health, safety, sanitation, and working conditions for unit members in the unit to ensure compliance with 16.1 above.
- 16.3 Reasonable release time, including time to attend safety workshops, institutes, and conference shall be granted upon approval of the Superintendent.
- 16.4 This provision is not subject to grievance arbitration. See Level 4 under Grievance Procedure.

## ARTICLE 17: DISCIPLINARY PROCEDURES

### 17.1 Definition of Probationary Period and Permanent Status

17.1.1 The probationary period of all bargaining unit members shall be six (6) calendar months and shall include days of absence for illness or injury to which the unit member is entitled without loss of pay pursuant to the requirements and authority of Education Code Section 45191. The six (6) month probationary period shall not include months that are not part of the unit member's regular work year.

17.1.2 During the probationary period, any bargaining unit member shall be subject to disciplinary action, including termination for any reason. A unit member shall not have a right to a hearing regarding any disciplinary action taken during the probationary period, and "cause" shall not be required.

17.1.3 Upon satisfactory completion of the probationary period a bargaining unit member is designated as a permanent employee who shall be subject to disciplinary action only for cause as prescribed in this Article.

### 17.2 Definition of Disciplinary Action

Disciplinary action shall be defined as dismissal, suspension, demotion, or reduction of pay step in class without a unit member's voluntary consent, except a layoff for lack of work or lack of funds. Oral or written warnings, letters or reprimand, or counseling memos are not subject to the disciplinary procedures of this Article.

### 17.3 Cause for Discipline

17.3.1 A permanent bargaining unit member shall be subject to disciplinary action for cause. Cause for discipline shall include but is not limited to the following:

17.3.1.1 Incompetency.

17.3.1.2 Inefficiency.

17.3.1.3 Absence without authorization or sufficient reason.

17.3.1.4 Chronic absenteeism or tardiness.

17.3.1.5 Abuse or misuse of sick leave or any other leave privileges.

17.3.1.6 Being under the influence of alcohol or controlled substances without the authorization while on duty or using or possessing alcohol or controlled substances without authorization while on



duty. “Controlled substances” means any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance defined in state or federal law.

- 17.3.1.7 Insubordination.
- 17.3.1.8 Dishonesty.
- 17.3.1.9 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, sex, gender, sexual orientation, or age, against students, members of the public, or other employees while acting in the capacity of a District employee.
- 17.3.1.10 Unlawful retaliation against any District officer, employee, student, or member of the public who, in good faith, brings to the attention of any appropriate authority any information relative to actual suspected violation of any state or federal law occurring on the job or directly related to job responsibilities.
- 17.3.1.11 Conviction of a felony, conviction of any sex offense made relevant by law, or conviction of a misdemeanor that adversely impacts the unit member’s ability to perform the duties and responsibilities of the unit member’s position. A plea or verdict of guilty or a conviction following a nolo contendere plea constitutes a conviction for this Article’s purposes.
- 17.3.1.12 Immoral conduct.
- 17.3.1.13 Violation of or refusal to obey the laws of the state, or the District’s rules, regulations, policies, or procedures.
- 17.3.1.14 Discourteous treatment of members of the public, students, or other employees while on duty.
- 17.3.1.15 Any conduct harmful to the welfare of the schools or the students.
- 17.3.1.16 Failure to adequately perform the requirements of the position held.
- 17.3.1.17 Failure to work harmoniously with others, to the District’s detriment.
- 17.3.1.18 For employees who drive a vehicle in the regular course of their employment:

- loss of the employee’s driver’s license; or
- any restriction to drive ordered by the Department of Motor Vehicles or any other lawful authority; or
- failure to satisfy the insurability requirements of the District’s insurance carrier under the District’s ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.

- 17.3.1.19 Neglect of duty.
- 17.3.1.20 Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- 17.3.1.21 Falsifying any information submitted to the District.
- 17.3.1.22 Willful damage to District property, waste of District supplies or equipment, or excessive carelessness with District property or funds.
- 17.3.1.23 Theft of District funds or property.
- 17.3.1.24 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the law or the employee’s class specification or otherwise necessary for the employee to perform the duties of the position.
- 17.3.1.25 Offering of anything of value, or offering any service, in exchange for special treatment in connection with unit member’s job or employment, or the acceptance of anything of value or any service in exchange for granting any special treatment to another unit member or to any member of the public.
- 17.3.1.26 Engaging in unlawful political activity during assigned hours of work.

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

## 17.4 Progressive Discipline

### 17.4.1 Progressive Discipline

The following progressive discipline procedures shall usually be applied in disciplinary actions for conduct that is generally subject to remediation.

- 17.4.1.1 Verbal Counseling/Warning. Verbal counseling/warning may result in a post-conference summary memorandum that describes when the meeting occurred, who was present, and what was discussed. A copy shall not be placed in the unit member's personnel file.
- 17.4.1.2 Written Reprimand. A copy shall be placed in the unit member's personnel file. The unit member has the right to write a response and that response shall be attached to the reprimand and retained in the personnel file.
- 17.4.1.3 Suspension Without Pay. Suspension usually shall not be used unless the unit member has received a written reprimand about similar actions.
- 17.4.1.4 Demotion or Dismissal. Demotion or dismissal will be used when an employee's conduct does not meet District standards after other progressive discipline procedures have been utilized. But the District may demote or dismiss a unit member without first suspending the employee for similar conduct.

### 17.4.2 Discipline Without Progression

Nothing in this Article shall prohibit the District from disciplining a permanent unit member for just cause, up to and including termination in instances where the District determines that remediation is inappropriate.

## 17.5 Procedure for Discipline

### 17.5.1 Preliminary Written Notice

- 17.5.1.1 A permanent classified employee shall receive a preliminary written notice of proposed discipline. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the proposed disciplinary action will be effective.
- 17.5.1.2 Any known written materials, reports, or documentation upon

which the proposed disciplinary action is based must be attached to the preliminary written notice.

17.5.2.3 (“Skelly Meeting”) The unit member shall have the right to respond either orally or in writing, or both within ten (10) calendar days to the Superintendent or designee. The purpose of the meeting shall be to permit the unit member to respond to the charges against the unit member, to offer information regarding the proposed discipline, and to examine the materials, if any, on which the proposed disciplinary action is based.

17.5.1.4 The Superintendent or designee shall consider the unit member’s response and within fifteen (15) calendar days recommend that the proposed disciplinary action either be taken or not taken.

#### 17.5.2 Notice of Intent to Discipline

Any permanent unit member against whom disciplinary action is initiated by the District shall be given written notice by the Superintendent or designee of the specific charges against the unit member. CSEA shall receive a copy of any Notice of Intent to Discipline a bargaining unit member.

#### 17.5.3 Employee’s Status

17.5.3.1 Except as provided below, any bargaining unit member against whom a recommendation of discipline has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending any appeal.

17.5.3.2 Administrative Leave. Any permanent unit member may be placed on administrative leave from duty with pay pending a determination of whether or not the Superintendent will recommend discipline.

17.5.3.3 Unpaid Suspension. A unit member against whom dismissal is recommended shall be suspended without pay from the date the superintendent or designee (Skelly officer’s) decision is communicated to the unit member in writing, until the effective date of the unit member’s dismissal. If the proposed dismissal is not sustained, the District will pay back pay to the unit member for any portion of the unpaid suspension that is not upheld.

#### 17.5.4 Sex or Controlled Substance Offenses: Compulsory Leave

17.5.4.1 Any unit member charged with the commission of any sex

offense as defined in but not limited to Education Code Section 44010, or with the commission of any controlled substance offense as defined in but not limited to Education Code Section 44011, may be placed on compulsory leave of absence pending a final disposition of the charges.

- 17.5.4.2 A unit member placed on compulsory leave shall continue to be paid his/her regular salary during the leave if the employee furnishes to the District a suitable bond to guarantee that the unit member will repay the salary paid during the compulsory leave in case the unit member is convicted of the charges, or fails to return to service following expiration of the compulsory leave. If the unit member does not furnish a bond and if the unit member is acquitted of the offense, or the charges dropped, the District shall pay to the unit member the full amount of salary that was withheld during the compulsory leave when the unit member returns to service.

#### 17.5.5 Appeal of Disciplinary Action to Advisory-Arbitration

- 17.5.5.1 Time to Appeal. Within ten (10) days of the date the written Notice of Intent to Discipline is served to the unit member, or within ten (10) days of decision of the delivery of the Skelly officer's decision to the unit member if a Skelly is requested, the unit member may appeal the disciplinary action to advisory arbitration by submitting a written notice of appeal to the Superintendent. In the absence of a timely written appeal notice filed by the unit member, the proposed disciplinary action shall be effective on the date identified in the Notice of Intent.
- 17.5.5.2 Arbitrator Selection. The District and CSEA shall mutually select an arbitrator with experience in California public employee discipline. Each party shall submit five names, and each party shall have the right to reject one (1) name so submitted. The disciplined employee's representative and the Governing Board representative shall alternately strike names from the list after casting a lot or dice to determine who strikes first. The remaining name shall be the arbitrator.
- 17.5.5.3 If mutually agreed, the parties may agree to an alternate method of selecting an arbitrator.
- 17.5.5.4 Costs. The fees and expenses of the arbitrator and court reporter shall be borne by the District. If any party requests a transcript of the proceedings, that party shall bear the full costs of the

transcript. If the parties request one (1) transcript, the total costs of the transcript shall be divided equally between the parties.

- 17.5.5.5 Scheduling the Hearing. After the arbitrator has been selected, the arbitrator shall set the matter for hearing. Hearing(s) shall be held on workdays, unless mutually agreed otherwise.
- 17.5.5.6 Evidence. The hearing shall be informal and need not be conducted according to technical rules related to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might make the admission of the evidence improper over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.
- 17.5.5.7 Exclusion of Witnesses. The Arbitrator may, in his/her discretion, exclude witnesses not under examination, except the unit member and the party attempting to substantiate the charges against the unit member and their respective representatives. When hearing testimony that may bring disrepute to persons other than the accused unit member, all persons not having a direct interest in the hearing may be excluded.
- 17.5.5.8 Burden of Proof. The District bears the burden of proof of substantiating the charges.
- 17.5.5.9 Arbitrator's Advisory Authority. The arbitrator's advisory opinion shall assess whether sufficient cause exists for disciplinary action in accordance with accepted arbitral standards of contract interpretation and "just cause."
- 17.5.5.10 Continuances. The Arbitrator may grant a continuance of any hearing upon such terms and conditions as the Arbitrator may deem proper. The unit member shall remain on unpaid suspension for the period of any continuance. Any request for continuance made less than forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.
- 17.5.5.11 Advisory Decision. The arbitrator's proposed decision will be in

writing and will set forth the arbitrator's findings of fact, reasoning, and conclusions. A copy of the proposed decision will be submitted to the Governing Board, CSEA, and the unit member.

#### 17.5.6 Governing Board's Decision

17.5.6.1 After the Board receives the arbitrator's proposed decision, the Board may:

- (1) Adopt the proposed decision in its entirety;
- (2) Reduce the discipline set forth in the proposed decision and adopt the balance of the proposed decision;
- (3) Reject a proposed reduction in discipline, approve the discipline sought by the District or any lesser penalty, and adopt the balance of the proposed decision;
- (4) Reject the proposed decision in its entirety.

17.5.6.2 If the Board rejects the proposed decision in its entirety, each party shall be notified and the Board may decide the case on the record including the transcript, with or without taking additional evidence, or may refer the case to the same or another arbitrator to take additional evidence. If the case is assigned to an arbitrator, he/she shall prepare a proposed decision, as provided above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to the unit member and CSEA within ten (10) days after the proposed decision is filed by the Board.

17.5.6.3 The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any.

A copy of the Board's Decision shall be delivered to the unit member and his/her designated representative and to CSEA personally or by mail. The decision of the Board shall be final.

## ARTICLE 18: RECLASSIFICATION

### 18.1 Reclassification Procedures Purpose and Guidelines

The sole purpose of this Article is to provide a uniform system for the individual unit member to be able to request reclassification.

The purpose of these procedures is to determine whether the duties that a unit member is performing are significantly different from those outlined in the job description. The reclassification procedure requires analyzing the existing job description against the actual duties being performed. Job descriptions are not intended to be exhaustive lists of duties, knowledge or abilities associated with the classification, but are intended to accurately reflect the principle job elements.

The purpose of a reclassification is not to achieve a comparability wage adjustment, to reward high quality work, or to address a change in the volume of work caused by a change in the job requirements.

### 18.2 Request for Reclassification

18.2.1 An individual unit member may request that his/her position be reclassified. A unit member who believes that he/she is performing duties out his/her job classification shall inform his/her evaluating supervisor and CSEA in writing by October 15. Before November 10, the unit member, evaluating supervisor, District designee(s), and CSEA shall meet to discuss the additional duties that the unit member believes he/she has been requested/required to do and the unit member's rationale for a reclassification.

18.2.2 If the unit member, evaluation supervisor, CSEA, and District designee(s) are unable to resolve the issue(s) related to the additional requested/required duties, the unit member may submit a reclassification request and supporting documentation to the Human Resources Office no later than November 15.

18.2.3 Reclassification requests which are mutually agreed to and have been reviewed by CSEA, will be sent to the Governing Board for approval at the next regularly scheduled meeting.

18.2.4 Nothing in this Article shall preclude the District's right to initiate reclassification.

### 18.3 Reclassification Process

18.3.1 All requests which meet the criteria below shall be reviewed by a three-member panel which shall include one (1) CSEA appointee, one (1) management appointee and a neutral appointee mutually selected by both parties.



- 18.3.1.1 The cost of the neutral appointee, if any, shall be borne by the District.
  - 18.3.1.2 The review panel shall meet in December and January if necessary to complete its task.
  - 18.3.1.3 The recommendation of the panel shall be advisory and forwarded to the Superintendent. The Superintendent shall make a recommendation to the Governing Board who will take final action.
  - 18.3.1.4 A copy of the panel's recommendation will be submitted to the unit member.
- 18.3.2 The unit member requesting the reclassification shall bear the burden of proof with respect to presenting his/her facts and substantiating evidence to the review panel.
- 18.3.2.1 The evaluating supervisor may be asked by the panel to comment in writing or verbally with respect to the unit member's request and analysis of his/her assigned job duties.

#### 18.4 Reclassification Criteria

Reclassification can occur for the reasons indicated below:

- 18.4.1 Significantly new job duties are permanently added to the job or job description by the evaluating supervisor.
- 18.4.2 Significantly new or increased responsibilities (other than increased workload) have been permanently added to the position by the evaluating supervisor.
- 18.4.3 The panel shall take into consideration the frequency and time period in which duties outside the job description occurred.
- 18.4.4 New or increased duties that a unit member has assumed without the supervisor's knowledge or approval do not constitute a basis for reclassification, and the District may direct a unit member to stop performing duties assumed by the unit member.
- 18.4.5 Workload increases will not be considered a basis for reclassification. ("Workload" means volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are the same, there is no basis for reclassification.)

18.4.6 Seniority or length of service in the position shall not be a basis for reclassification.

#### 18.5 Authority of the Review Panel

The panel shall have the authority to consider written statements of verbal testimony of witnesses as needed and may recommend to the Superintendent the following when considering requests for reclassification:

18.5.1 A confirmation that the duties performed are consistent with those of the job description,

18.5.2 Based on the normal evolution of job duties, a modification or updating of the existing job description and/or job title,

18.5.3 Based on a significant change in job duties, a change to a higher existing classification and/or a range placement change,

18.5.4 Based on a significant change in job duties, creation of a new classification or range.

#### 18.6 Final Decision

18.6.1 The panel's recommendation shall be forwarded to the Superintendent. The Superintendent shall make a recommendation to the Governing Board and notify the unit member within five (5) days of the Board's decision. Reclassification decisions cannot be appealed, and this Article 18 is not subject to the Grievance Procedure, Article 14.

18.6.2 All approved reclassifications shall take effect retroactive to October 1 of that school year.

#### 18.7 General Provisions

18.7.1 Reclassification Salary: Upon reclassification upward of a position, the position shall be assigned a range at least one range higher than the former range. The incumbent in the reclassified position shall be reclassified with the position, and placed on a step, which will result in at least a five percent (5%) salary increase. Reclassification shall not change a unit member's anniversary date.

18.7.2 Working out of Class: If it is agreed that the unit member has been working out of class, but is not being reclassified, then the unit member will be notified in writing that she/he is no longer responsible for the out of class duties. The unit member will be paid appropriate out of class pay (Article 8.4) retroactively from October 1 of the current school year to the date of notification to the unit

member to stop performing the out of class duties.

## ARTICLE 19: MISCELLANEOUS PROVISIONS

### 19.1 Declaration of Emergency

The District retains its rights to amend, modify, or rescind policies and practices referred to in this Agreement in cases of an emergency. Any amendment, modification, or rescission shall last only for the duration of the emergency.

19.1.1 An “emergency” shall be defined as those unforeseen circumstances arising from a natural disaster, national or state emergency, epidemic, riot, police action, legislative, legal or judicial decisions, initiative or referendum or other incidence which substantially interrupt or threaten to interrupt the normal District operation and require action.

19.1.2 The determination of whether or not an emergency exists as defined in this article is solely within the discretion of the Governing Board.

19.1.3 The District shall publicly announce any amendment, modification, or rescission of policies and practices together with the specific facts which constitute the existence of the emergency. Any amendment, modification, or rescission shall last only during the term of the emergency.

19.1.4 Within ten work days of CSEA’s request, the parties shall meet and negotiate the effects and impacts of the District’s emergency declaration of subjects within scope.

### 19.2 Completion of Meet and Negotiate

19.2.1 This Agreement represents and incorporates the final and complete understanding by the parties of all bargainable issues which were or could have been subject to negotiations. Neither party shall be required to negotiate with respect to any bargainable issues during the life of this contract. All or any portion of this contract may be renegotiated by the mutual agreement of the parties.

19.2.2 For the fiscal year 2023-2024 the parties expressly agree to reopen Article 8: Compensation, and Article 9: Fringe Benefits.

19.2.3 During the 2023-2024 fiscal year, the parties will commence bargaining over a successor contract. Both parties will sunshine their initial proposals no later than the November 2023 Governing Board meeting.

### 19.3 Savings Clause

If any article, section, or clause of this Agreement is declared illegal or rendered invalid

by a court of competent jurisdiction or by legislative act, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, section, and clauses shall remain in full force and effect.

ARTICLE 20: TERM/DURATION OF AGREEMENT

Except as stated in specific sections of this Agreement, this Agreement shall become effective July 1, 2021, pending District Governing Board ratification, and shall remain in effect up to and including June 30, 2024.

Dated: August 24, 2021

Dated: August 24, 2021

For CSEA

For the District

Michelle Pitt  
Michelle Pitt

Beth Polito  
Beth Polito

Sherry Jones  
Sherry Jones

Mei Chan  
Mei Chan

JoAnn McLennan  
JoAnn McLennan

Jessica Taylor  
Jessica Taylor

David Rider  
David Rider

Dustin Patenaude  
Dustin Patenaude  
Digitally signed by Dustin Patenaude  
Date: 2021.09.10 10:50:27 -07'00'

# APPENDIX A: SALARY SCHEDULE

## LAS LOMITAS SCHOOL DISTRICT 2021-22 Classified Employees Hourly Salary Schedule

Range	Classification	Step 1 First Six Months	Step 2 After Six Months	Step 3 1 Year At 2	Step 4 1 Year At 3	Step 5 1 Year At 4	Step 6 1 Year At 5	Step 7 After 6.5 Yrs Completion of Service	Step 8 10 Yrs Completion of Service	Step 9 14 Yrs Service	Step 10 19.5 Yrs Service
1	Playground Monitor*	20,614	21,644	22,727	23,863	25,056	26,309	27,624	29,005	30,456	31,979
2		20,871	21,915	23,011	24,161	25,369	26,638	27,970	29,368	30,836	32,378
3	Paraeducator, Paraeducator-ELD*	21,129	22,185	23,295	24,459	25,682	26,967	28,315	29,731	31,217	32,778
4		21,393	22,463	23,586	24,765	26,003	27,304	28,669	30,102	31,607	33,188
5		21,657	22,740	23,877	25,071	26,324	27,641	29,023	30,474	31,998	33,597
6	Paraeducator -Bilingual Aide*	21,928	23,024	24,176	25,384	26,654	27,986	29,386	30,855	32,398	34,017
7		22,199	23,309	24,474	25,698	26,983	28,332	29,748	31,236	32,797	34,437
8	Paraeducator: Special Education*	22,476	23,600	24,780	26,019	27,320	28,686	30,120	31,626	33,207	34,868
9		22,754	23,891	25,088	26,340	27,657	29,040	30,492	32,017	33,617	35,298
10		23,038	24,190	25,399	26,669	28,003	29,403	30,873	32,417	34,038	35,740
11		23,322	24,489	25,713	26,999	28,349	29,766	31,254	32,817	34,458	36,181
12		23,614	24,795	26,034	27,336	28,703	30,138	31,645	33,227	34,889	36,633
13	School Office Assistant	23,906	25,101	26,356	27,674	29,057	30,510	32,036	33,637	35,319	37,085
14		24,204	25,415	26,685	28,020	29,421	30,892	32,436	34,058	35,761	37,549
15		24,503	25,728	27,015	28,365	29,784	31,273	32,837	34,478	36,202	38,012
16	Library Assistant	24,809	26,050	27,352	28,720	30,156	31,664	33,247	34,909	36,655	38,488
17		25,116	26,372	27,690	29,075	30,528	32,055	33,657	35,340	37,107	38,963
18		25,430	26,701	28,036	29,438	30,910	32,455	34,078	35,782	37,571	39,450
19		25,744	27,031	28,382	29,801	31,292	32,856	34,499	36,224	38,035	39,937
20		26,065	27,369	28,737	30,174	31,683	33,267	34,930	36,677	38,510	40,436
21		26,387	27,707	29,092	30,546	32,074	33,678	35,361	37,129	38,968	40,935
22	Custodian, Custodian/Sub Bus Driver	26,661	27,994	29,393	30,863	32,406	34,027	35,728	37,514	39,390	41,359
22N	Shift Diff Sept-June	27,994	29,393	30,863	32,406	34,027	35,728	37,514	39,390	41,359	43,427
23	Grounds Maintenance Worker	26,990	28,339	29,756	31,244	32,806	34,447	36,169	37,977	39,876	41,870
24	Business Office Assistant	27,379	28,748	30,186	31,695	33,280	34,944	36,691	38,525	40,452	42,474
25		27,717	29,103	30,558	32,086	33,691	35,375	37,144	39,001	40,951	42,999
26		28,064	29,467	30,940	32,487	34,112	35,817	37,608	39,489	41,463	43,536
27	School Bus Driver	28,356	29,774	31,263	32,826	34,467	36,190	38,000	39,900	41,895	43,990
28		28,765	30,204	31,714	33,300	34,965	36,713	38,548	40,476	42,500	44,625
29		29,121	30,577	32,105	33,711	35,396	37,166	39,024	40,875	42,824	44,776
30		29,485	30,959	32,507	34,132	35,839	37,631	39,512	41,488	43,562	45,745
31	School Admin. Asst.	29,849	31,341	32,908	34,553	36,281	38,095	40,000	42,000	44,100	46,305
32		30,222	31,733	33,319	34,985	36,735	38,571	40,500	42,525	44,651	46,884
33	District Office Admin. Asst.	30,595	32,124	33,731	35,417	37,188	39,047	41,000	43,050	45,202	47,462
34		30,977	32,526	34,152	35,860	37,653	39,536	41,512	43,588	45,767	48,056
35		31,360	32,928	34,574	36,303	38,118	40,024	42,025	44,126	46,332	48,649
36		31,752	33,339	35,006	36,756	38,594	40,524	42,550	44,676	46,912	49,257
37		32,082	33,687	35,371	37,139	38,996	40,946	42,993	45,143	47,400	49,770
37A	Payroll Technician	32,144	33,751	35,438	37,210	39,071	41,024	43,075	45,229	47,491	49,865
38	Media Center Technician	32,545	34,173	35,881	37,675	39,559	41,537	43,614	45,795	48,084	50,489
39	Computer Support Technician	32,947	34,595	36,324	38,140	40,048	42,050	44,152	46,360	48,678	51,112
40	Student Data Systems Technician	33,296	34,960	36,708	38,544	40,471	42,494	44,619	46,850	49,193	51,652
41	Maintenance Worker	33,771	35,459	37,232	39,094	41,049	43,101	45,256	47,519	49,895	52,390
42	Resource Assistant *	34,193	35,903	37,698	39,583	41,562	43,640	45,822	48,113	50,519	53,045
43	Bus Trainer	34,549	36,277	38,091	39,995	41,995	44,095	46,299	48,614	51,045	53,597
44		35,048	36,800	38,640	40,572	42,601	44,731	46,967	49,316	51,782	54,371
45		35,481	37,255	39,117	41,073	43,127	45,283	47,547	49,925	52,421	55,042
46		35,924	37,720	39,606	41,587	43,666	45,849	48,142	50,549	53,076	55,730
47		36,368	38,186	40,095	42,100	44,205	46,415	48,736	51,173	53,731	56,418
48		36,822	38,663	40,596	42,626	44,758	46,995	49,345	51,812	54,403	57,123
49		37,206	39,066	41,019	43,070	45,224	47,485	49,859	52,352	54,970	57,718
50	Accountant	37,743	39,630	41,611	43,692	45,876	48,170	50,579	53,108	55,763	58,551
51		38,209	40,119	42,125	44,231	46,443	48,765	51,203	53,763	56,452	59,274
52		38,686	40,621	42,652	44,784	47,023	49,375	51,843	54,435	57,157	60,015
53		39,184	41,122	43,178	45,337	47,604	49,984	52,483	55,107	57,863	60,758
54		39,653	41,636	43,718	45,904	48,199	50,609	53,139	55,796	58,588	61,516
55		40,143	42,150	44,258	46,470	48,794	51,234	53,795	56,485	59,309	62,275
56		40,645	42,677	44,811	47,051	49,404	51,874	54,468	57,191	60,051	63,053
57		41,147	43,204	45,364	47,632	50,014	52,515	55,140	57,897	60,792	63,832
58		41,661	43,744	45,931	48,228	50,639	53,171	55,830	58,621	61,552	64,830
59		42,175	44,284	46,498	48,823	51,264	53,827	56,519	59,345	62,312	65,428
60		42,702	44,837	47,079	49,433	51,905	54,500	57,225	60,087	63,091	66,245
61		43,230	45,391	47,661	50,044	52,546	55,173	57,932	60,828	63,870	67,063
62		43,770	45,958	48,256	50,669	53,203	55,863	58,666	61,589	64,866	67,902
63		44,310	46,528	48,852	51,295	53,859	56,562	59,380	62,349	65,466	68,740
64	Occupational Therapist Behavior Specialist, Wellness Coord.	44,864	47,107	49,463	51,936	54,533	57,259	60,122	63,128	66,265	69,589

These rates are based on a 40 hour work week

**Longevity Increments:**

When an employee has served the district for six and one-half consecutive years, a longevity pay increment will become effective; after ten years of consecutive service a second longevity increment will be recognized; after fourteen consecutive years of service a third longevity increment will become effective and a fourth longevity will become effective after nineteen and one half years of service.

**Continuing Education Incentive:**

Additional salary may be granted based on continuing education incentives.

**\*Paraeducator & Resource Assistant:**

The paraeducator and resource assistant salaries are based on an 8 hour day. However for purposes of benefits eligibility only, a fulltime equivalent will be 7.5 hours.

Includes salary increase of 2.5% effective 7/1/2019, Board approved: 9/20/2018

Includes salary increase of 4% effective 7/1/2021, Board approved: 6/10/2021

Additional 3 work days-school days only 2021-22

Additional 3 work days-school days only/Additional 3 holidays for 11 & 12 month for 2020-21 only

# APPENDIX A: SALARY SCHEDULE, CONTINUED

**LAS LOMITAS SCHOOL DISTRICT**  
**2022-23 Classified Employees Hourly Salary Schedule**

Range	Classification	Step 1 First Six Months	Step 2 After Six Months	Step 3 1 Year At 2	Step 4 1 Year At 3	Step 5 1 Year At 4	Step 6 1 Year At 5	Step 7 After 6.5 Yrs Service	Step 8 After 10 Yrs Service	Step 9 After 14 Yrs Service	Step 10 After 19.5 Yrs Service
1	Playground Monitor*	21,232	22,294	23,408	24,579	25,808	27,098	28,453	29,876	31,369	32,938
2		21,497	22,572	23,701	24,886	26,130	27,437	28,809	30,249	31,762	33,350
3	Paraeducator, Paraeducator-ELD*	21,783	22,851	23,994	25,193	26,453	27,776	29,164	30,623	32,154	33,761
4		22,035	23,137	24,293	25,508	26,784	28,123	29,529	31,005	32,556	34,183
5		22,307	23,422	24,593	25,823	27,114	28,470	29,893	31,388	32,957	34,605
6	Paraeducator -Bilingual Aide*	22,586	23,715	24,901	26,146	27,453	28,826	30,267	31,780	33,369	35,038
7		22,865	24,008	25,208	26,469	27,792	29,182	30,641	32,173	33,781	35,470
8	Paraeducator: Special Education*	23,150	24,308	25,523	26,799	28,139	29,546	31,024	32,575	34,204	35,914
9		23,439	24,608	25,838	27,130	28,487	29,911	31,407	32,977	34,626	36,357
10		23,729	24,916	26,161	27,469	28,843	30,285	31,799	33,389	35,059	36,812
11		24,022	25,223	26,484	27,809	29,199	30,659	32,192	33,802	35,492	37,256
12		24,322	25,539	26,815	28,156	29,564	31,042	32,594	34,224	35,935	37,732
13	School Office Assistant	24,623	25,854	27,148	28,504	29,929	31,425	32,997	34,647	36,379	38,198
14		24,930	26,177	27,486	28,860	30,303	31,818	33,409	35,080	36,834	38,675
15		25,239	26,500	27,825	29,216	30,677	32,211	33,822	35,513	37,289	39,153
16	Library Assistant	25,554	26,831	28,173	29,582	31,061	32,614	34,244	35,957	37,754	39,642
17		25,869	27,163	28,521	29,947	31,444	33,015	34,667	36,401	38,221	40,132
18		26,193	27,502	28,877	30,321	31,837	33,429	35,101	36,856	38,698	40,633
19		26,518	27,842	29,234	30,695	32,230	33,842	35,534	37,311	39,178	41,135
20		26,847	28,190	29,599	31,079	32,633	34,265	35,978	37,777	39,668	41,649
21		27,179	28,538	29,965	31,463	33,036	34,688	36,422	38,243	40,155	42,163
22	Custodian, Custodian/Sub Bus Driver	27,460	28,834	30,275	31,789	33,378	35,047	36,800	38,640	40,572	42,600
22N	Shift Diff Sept-June	28,834	30,275	31,789	33,378	35,047	36,800	38,640	40,572	42,600	44,730
23	Grounds Maintenance Worker	27,789	29,189	30,649	32,181	33,790	35,480	37,254	39,117	41,073	43,126
24	Business Office Assistant	28,201	29,611	31,091	32,646	34,278	35,992	37,792	39,681	41,665	43,749
25		28,549	29,976	31,475	33,049	34,701	36,438	38,258	40,171	42,180	44,289
26		28,906	30,351	31,869	33,462	35,135	36,892	38,736	40,673	42,707	44,842
27	School Bus Driver	29,207	30,667	32,201	33,811	35,501	37,276	39,140	41,097	43,152	45,309
28		29,628	31,110	32,665	34,299	36,013	37,814	39,705	41,690	43,775	45,983
29		29,994	31,494	33,069	34,722	36,456	38,281	40,195	42,205	44,315	46,531
30		30,369	31,888	33,482	35,156	36,914	38,759	40,697	42,732	44,869	47,112
31	School Admin. Asst.	30,744	32,281	33,895	35,590	37,369	39,238	41,200	43,260	45,423	47,694
32		31,128	32,685	34,319	36,035	37,837	39,728	41,715	43,801	45,991	48,290
33	District Office Admin. Asst.	31,513	33,088	34,743	36,480	38,304	40,219	42,230	44,341	46,558	48,886
34		31,906	33,502	35,177	36,936	38,783	40,722	42,758	44,896	47,140	49,497
35		32,300	33,915	35,611	37,392	39,261	41,224	43,286	45,450	47,722	50,109
36		32,704	34,339	36,056	37,859	39,752	41,740	43,827	46,018	48,319	50,735
37		33,045	34,697	36,432	38,254	40,166	42,175	44,283	46,497	48,822	51,263
37A	Payroll Technician	33,108	34,763	36,501	38,327	40,243	42,255	44,368	46,586	48,915	51,381
38	Media Center Technician	33,522	35,198	36,958	38,806	40,746	42,783	44,922	47,168	49,527	52,003
39	Computer Support Technician	33,936	35,632	37,414	39,285	41,249	43,311	45,477	47,751	50,138	52,645
40	Student Data Systems Technician	33,936	35,632	37,414	39,285	41,249	43,311	45,477	47,751	50,138	52,645
41	Maintenance Worker	34,294	36,009	37,810	39,700	41,685	43,769	45,958	48,256	50,668	53,202
42		34,784	36,523	38,349	40,267	42,280	44,394	46,614	48,945	51,392	53,961
42	Resource Assistant *	35,219	36,980	38,829	40,770	42,809	44,949	47,197	49,556	52,034	54,636
43	Bus Trainer	35,588	37,365	39,233	41,195	43,255	45,417	47,688	50,073	52,576	55,205
44		36,099	37,904	39,799	41,789	43,879	46,073	48,376	50,795	53,335	56,002
45		36,545	38,372	40,291	42,305	44,421	46,642	48,974	51,422	53,994	56,693
46		37,002	38,852	40,794	42,834	44,976	47,225	49,589	52,065	54,668	57,402
47		37,459	39,331	41,298	43,363	45,531	47,808	50,198	52,708	55,343	58,111
48		37,927	39,823	41,814	43,905	46,100	48,405	50,828	53,367	56,035	58,837
49		38,322	40,238	42,250	44,362	46,581	48,910	51,355	53,923	56,619	59,450
50	Accountant	38,875	40,819	42,860	45,003	47,253	49,615	52,096	54,701	57,438	60,308
51		39,355	41,323	43,389	45,558	47,836	50,228	52,739	55,376	58,145	61,052
52		39,847	41,839	43,931	46,128	48,434	50,856	53,399	56,068	58,872	61,816
53		40,338	42,356	44,473	46,697	49,032	51,484	54,059	56,761	59,599	62,579
54		40,843	42,865	45,029	47,281	49,845	52,127	54,734	57,470	60,344	63,361
55		41,347	43,415	45,585	47,665	50,258	52,771	55,409	58,160	61,089	64,143
56		41,864	43,957	46,155	48,463	50,886	53,430	56,102	58,907	61,852	64,945
57		42,381	44,500	46,725	49,061	51,514	54,090	56,794	59,634	62,616	65,747
58		42,911	45,056	47,309	49,674	52,158	54,766	57,504	60,380	63,399	66,589
59		43,440	45,612	47,893	50,288	52,802	55,442	58,214	61,125	64,181	67,390
60		43,983	46,183	48,492	50,916	53,482	56,135	58,942	61,889	64,984	68,233
61		44,528	46,753	49,090	51,545	54,122	56,828	59,670	62,653	65,786	69,075
62		45,083	47,337	49,704	52,189	54,799	57,539	60,416	63,436	66,608	69,939
63		45,640	47,922	50,318	52,834	55,475	58,249	61,161	64,220	67,430	70,802
64	Occupational Therapist Behavior Specialist, Wellness Coord.	46,210	48,521	50,947	53,494	56,169	58,977	61,926	65,022	68,273	71,687

These rates are based on a 40 hour work week

**Longevity Increments:**

When an employee has served the district for six and one-half consecutive years, a longevity pay increment will become effective; after ten years of consecutive service a second longevity increment will be recognized; after fourteen consecutive years of service a third longevity increment will become effective and a fourth longevity will become effective after nineteen and one half years of service.

**Continuing Education Incentive:**

Additional salary may be granted based on continuing education incentives.

**\*Paraeducator & Resource Assistant:**

The paraeducator and resource assistant salaries are based on an 8 hour day. However for purposes of benefits eligibility only, a fulltime equivalent will be 7.5 hours.

*Includes salary increase of 2.5% effective 7/1/2019, Board approved: 9/20/2018*

*Includes salary increase of 4% effective 7/1/2021, Board approved: 6/21/2021*

*Includes salary increase of 3% effective 7/1/2022, Board approved: 6/21/2021*

Additional 3 work days-school days only 2022-23

Additional 3 work days-school days only/Additional 3 holidays for 11 & 12 month for 2020-21 only