

**Corning Union
Elementary School
District
&
California School
Employees Association**

Chapter #346

7/1/2025 - 6/30/2028 Contract

TABLE OF CONTENTS

	<u>Page</u>
Article 1 PREAMBLE	1
Article 2 RECOGNITION	2
Article 3 ASSOCIATION RIGHTS	3
Article 4 DISTRICT RIGHTS	4
Article 5 GRIEVANCE PROCEDURES	5
Article 6 REPRESENTATION FEE AND DUES DEDUCTION	9
Article 7 HOURS AND OVERTIME.....	13
Article 8 EVALUATION PROCEDURE.....	16
Article 9 VACANCIES, TRANSFERS AND POSTING OF VACANCIES	18
Article 10 SAFETY	20
Article 11 LEAVES	21
Article 12 VACATION LEAVES (<i>Revised 2006-2007</i>).....	29
Article 13 HOLIDAYS	31
Article 14 COMPENSATION	32
Article 15 EMPLOYEE EXPENSES AND MATERIALS.....	35
Article 16 TRANSPORTATION.....	36
Article 17 LAYOFF, REEMPLOYMENT AND CONTRACTING OUT BARGAINING UNIT WORK	39
Article 18 MISCELLANEOUS PROVISIONS.....	41
APPENDIX A: CLASSIFIED SALARY SCHEDULE (<i>Revised 2023-2024</i>)	43
APPENDIX B: RANGE PLACEMENT FOR UNIT CLASSIFICATIONS (<i>Revised</i> <i>2023-2024</i>)	44
APPENDIX C: NOON SUPERVISION (<i>Revised 2006-2007</i>)	45
APPENDIX D: MEMORANDUM OF UNDERSTANDING	46

ARTICLE 1 PREAMBLE

This Agreement is made and entered into between the Governing Board of the CORNING UNION ELEMENTARY SCHOOL DISTRICT ("District"), and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its CORNING CHAPTER, NUMBER 346 ("Association").

CORNING UNION ELEMENTARY SCHOOL DISTRICT

By: H. Gofta
Title: Chief Business Official
Date: 9.16.2026

By: Am P. Messmer
Title: Coord. of Human Resources
Date: 09/16/2026

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 346

By: Anis Ben Lanes
Title: President
Date: 9/17/2026

By: John A. Mello
Title: Negotiator
Date: 9-18-26

ARTICLE 2 RECOGNITION

The District recognizes the Association as the exclusive representative for the purpose of the Educational Employment Relations Act (Government Code Section 3540, et seq., Title 1, Division 4, Chapter 10.7) for all classified employees. All newly created positions except those that lawfully are certificated, management, confidential or supervisory shall be assigned to the bargaining unit. The District and the Association agree that the following positions are excluded (*Revised 2008-2009*):

- Accountant I
- Accountant II
- Technology and Media Supervisor
- MAA Coordinator/Administrative Assistant
- Data Services Supervisor
- Chief Business Official
- Administrative Assistant/District Secretary
- Coordinator of Human Resources
- Director of Maintenance, and Operations
- Food Services Supervisor

- 2.1 The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board through the Board's designated representatives under the provisions of the Educational Employment Relations Act.
- 2.2 The Board shall designate each newly created position as management, supervisory, confidential, or within the bargaining unit. The Association shall have the right to consult with the District when the Association disagrees with the Board's determination. Disputed cases may be submitted to the Public Employment Relations Board (PERB) for resolution.

ARTICLE 3 ASSOCIATION RIGHTS

- 3.1 Representatives of CSEA shall have the right to use school facilities at reasonable hours for CSEA business when such facilities are not otherwise in use, subject to the following conditions:
 - 3.1.1 An authorized CSEA representative obtains advance permission from the Superintendent or designee regarding the specific time and place, and shall notify the District regarding the type of activity to be conducted.
 - 3.1.2 The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members.
- 3.2 CSEA may use bulletin board spaces designated by the Principal or other designated management personnel subject to the following conditions:
 - 3.2.1 All posting shall contain the date of publication and the identification of the document as a CSEA publication.
 - 3.2.2 The bulletin board space designated shall be identified by CSEA with the name CSEA.
 - 3.2.3 The building representative or other authorized CSEA representative shall have the primary responsibility for posting materials on the bulletin board and for keeping such notices timely.
- 3.3 CSEA may place material in the mailboxes of unit members provided such material is accurately identified by CSEA and approved by the Association President or designee. Placement shall be made by the CSEA building representative or other authorized CSEA representative.
- 3.4 CSEA may use the District mail services subject to the reasonable rules and regulations of the District.
- 3.5 All CSEA business, except as provided below, will be conducted by unit members or CSEA officials outside established work hours.
- 3.6 Upon advance notice and prior approval, the District will provide up to a maximum of five (5) days per year of release time at District expense for the purpose of processing grievances. Upon advance notice and prior approval, the District will provide release time to witnesses for the purpose of testifying at grievance hearings as defined in Section 5.2.6 herein.
- 3.7 Upon request by CSEA, the District will provide the information needed for contract administration and negotiations to the extent required as part of the District's good faith obligation to CSEA.
- 3.8 On the first work day of each school year, CSEA may hold a meeting of unit members during paid work hours for up to two (2) hours, but not longer than the end of part-time unit members' contract day.
- 3.9 Upon approval of the Chapter President, the District shall release one (1) full time unit member (as defined in Article 14.2.3.2) with pay, for up to five (5) work days to attend the CSEA Annual Conference. CSEA shall notify the District no later than May 1st of each year of the name of the unit member to be released. The District may deny release time based on operational need. The Chapter shall reimburse the District for the cost of any substitute employee actually hired to replace the unit member. *(Revised 7/20/15)*

ARTICLE 4 DISTRICT RIGHTS

- 4.1 The exercise of the powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 4.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational opportunities for students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work subject to Education Code Section 45103.1; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, reprimand, and terminate employees.
- 4.3 The exercise of management of the rights and discretion as described herein shall not be subject to the grievance/arbitration procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this Agreement.
- 4.4 This provision is not intended to provide the District with a basis for taking unilateral action with regard to a subject within the scope of bargaining as defined by the Act.

ARTICLE 5 GRIEVANCE PROCEDURES

5.1 Definitions

- 5.1.1 A “grievance” is a formal written allegation by a member of the bargaining unit who has been adversely affected by an alleged violation of the specific provisions of this Agreement.
- 5.1.2 A “grievant” is any unit member adversely affected by an alleged violation of the specific provisions of this Agreement or is the Association if grieving Articles 3 and 6 of this Agreement.
- 5.1.3 A “day” is any day in which the administrative office of the Corning Elementary School District is open for business.
- 5.1.4 The “immediate supervisor” is the lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant.

5.2 General Provisions

- 5.2.1 Every effort will be made by the parties to settle grievances at the lowest possible level.
- 5.2.2 Until final disposition of a grievance, the grievant shall comply with the directions of grievant’s immediate supervisor.
- 5.2.3 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 5.2.4 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 5.2.5 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled. The grievant and the District may extend any time deadline by mutual agreement.
- 5.2.6 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay according to Section 3.6 of this Agreement.
- 5.2.7 Either party to the grievance may be represented at any step of the grievance procedure by an individual of the party’s choice.
- 5.2.8 Any unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Association.
- 5.2.9 Failure of unit member to file a grievance over an adverse action which constitutes a “grievance” as defined herein shall not constitute a waiver of other unit members’ rights to file future grievances involving the same or similar adverse actions.

5.2.10 The District and the Association may agree to consolidate grievances at Level III and beyond.

5.3 Procedure

Grievances will be processed in accordance with the following procedures:

5.3.1 Level I - Informal Resolution

5.3.1.1 Any unit member who believes he/she has a grievance shall present the grievance orally to the immediate supervisor within twenty (20) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The Administrator shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate supervisor.

5.3.2 Level II - Formal Written Grievance

5.3.2.1 If the grievance is not settled during the informal and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the immediate supervisor within ten (10) days after the oral decision by the immediate supervisor. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this Agreement which are alleged to have been violated; (c) A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the District which will remedy the grievance.

5.3.2.2 The immediate supervisor shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

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

5.3.3 Level III - Appeal to Superintendent

5.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision on the appropriate form to the Superintendent. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

5.3.3.2 The Superintendent shall communicate the decision to the grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.

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

5.3.4 Level IV - Appeal to Board of Trustees

If the grievant is not satisfied with the decision at Level III, the grievant may within ten (10) days submit a request in writing to the Superintendent for submission to the Board of Trustees. The

statement shall include a copy of the original grievance, all decisions rendered and a clear, concise statement of the reasons for the appeal. The grievant shall be heard in personnel session by the governing board at its next regular meeting after receipt of the grievance material. The Board shall render its decision within ten (10) days after its meeting.

5.3.5 Level V - Binding Arbitration

- 5.3.5.1 If the grievant is not satisfied with the decision at Level IV, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the Association for binding arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level IV, the Association shall inform the District of its intent as to whether or not the grievance will be arbitrated. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot. *(Revised 5/12/2014)*
- 5.3.5.2 If either the District or the Association so requests, a separate arbitrator shall be selected to hear the merits of any issues raised regarding the arbitrability of a grievance. If no request is made, the same arbitrator shall hear the arbitrability issues. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in 5.3.5.1. *(Revised 5/12/2014)*
- 5.3.5.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue by referring to the written grievance and the answers thereto at each step.
- 5.3.5.4 The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement as issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.
- 5.3.5.5 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his findings and award which shall be binding on all parties. *(Revised 5/12/2014)*
- 5.3.5.6 [Blank]
- 5.3.5.7 The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or

shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

ARTICLE 6 REPRESENTATION FEE AND DUES DEDUCTION

6.1 Employee Rights

The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Association shall not be compulsory. A unit member has the right to choose, either: to become a member of the Association; or, to pay to the Association a fee for representation services, or to refrain from either of the above courses of action upon the grounds set forth in Article 6 below.

6.2 Dues Deduction

6.2.1 The Association shall be provided continuous payroll deductions of membership dues, including the dues of the state organization. The Association shall hold the District harmless on account of any problem arising from monies having been deducted and remitted to the Association pursuant to this Section. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Section.

6.2.2 The Association is entitled to a change in payroll deductions of its member(s) provided an authorized Association officer submits a written request to the District for such adjustment; and provided further that at least thirty (30) calendar days prior to the change an authorized Association officer shall furnish the District with evidence that the Association provided notification to its members of said change. Such changes shall consist of total annual dues change, increase or decrease in dues requirements, increase or decrease in authorized deductions by a member(s) for Association approved items.

6.2.3 The District shall remit all dues collected to the Association with an accompanying alphabetical list of all unit members for whom all dues deductions have been made.

6.3 Payment Method And Association Certification Requirements

6.3.1 New Unit Members: Unit members employed by the District on or after March 1, 1990, and who do not fall within the exempted categories as set forth in Article 6, section 6.6, and who has not voluntarily made application for membership in the Association within the forty-fifth (45) day following the date upon which the employee has been formally hired by the District as a bargaining unit employee, must, as a condition of continued employment in the District, pay annually to the Association a representation fee, in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Association.

6.3.2 The District shall begin automatic payroll deduction in the same manner as set forth in Section 5 of the Agreement and pursuant to the Education Code unless prior to the beginning of such automatic payroll deduction the Association certifies to the District in writing that the unit member whose pay is to be affected by the deduction has:

- a) joined the Association;
- b) tendered the amount of the agency fee as defined herein; and
- c) applied for an exemption under Section 6 herein.

6.3.2.1 The Association has fully complied with current Public Employment Relations Board Regulations regarding "Notification of Non-member," "Filing of Financial Reports," "Agency Fee Appeal," "Escrow of Agency Fees in Dispute," and "Filing of Agency Fee Appeal Procedure."

6.3.3 The written certification in 6.3.2 above, shall be a condition precedent to any collection of the representation fee by the District.

6.3.4 **Special Circumstances**

6.3.4.1 The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.

6.3.4.2 The unit member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or agency fees to be deducted.

6.3.4.3 When a unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period. In the case of a unit member who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over Association dues and agency fees.

6.4 **Amount Of Representation Fee**

6.4.1 The representation fee collected from bargaining unit members, pursuant to Section 6, shall be limited to the Association's (local, state and national) annual dues for members less the amount defined by law which is excludable for non-representational purposes. Such funds shall be rebated by the Association in accordance with the law.

6.4.1.1 Unit members on leave without pay, and unit members who are on laid-off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth herein must be exercised within the first ten (10) work days upon return to paid status.

6.4.2 Any dispute as to the amount of the representation fee shall be resolved pursuant to the current regulations of the Public Employment Relations Board.

6.5 **Annual Verification Of Representation Fee By Association**

Annually, the Association shall provide the District a copy of the written notice required by the regulations of the Public Employment Relations Board to be sent to non-Association members subject to the representation fee.

6.6 **Unit Members Exempted From Obligation To Pay Representation Fee**

6.6.1 Any unit member shall be exempted from the requirements of a representation fee if such unit member is a member of a bonafide religion, body or sect which has historically held conscientious objections to joining or financially supporting a "public employee organization" as defined by Section 3540.1(d) of the Government Code.

6.6.2 Such exempt unit member shall, as an alternative to payment of a representation fee to the Association, pay an amount equivalent to such representation fee to:

(1) The United Way, or

(2) Any charity jointly agreed upon by the District and the Association which is exempt from taxation under the Internal Revenue Code. Such charities cannot be affiliated in any manner with the Association, nor can such charities be related to an established religious organization.

6.6.3 The Association may, upon written request to the unit member, require the exempt unit member to submit an affidavit explaining the basis for the unit member's objection to the payment of the representation fee.

6.7 Obligation Of Parties

6.7.1 District's Obligations

Except as provided by 6.3.2, the District's sole and exclusive obligation under this Article is to notify any unit member who has failed to comply with the provisions of this section that, as a condition of employment in the District, such unit member must either become an Association member, pay a representation fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement. Under no circumstances shall the District be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

6.7.2 Association Obligations

The Association, and not the District, shall be solely responsible for requiring unit members to fulfill obligations defined herein. It is the exclusive obligation of the Association to collect any representation fees which may be due and payable to the Association in consideration for its services as the exclusive representative of unit employees.

6.8 Hold Harmless Provisions

6.8.1 The Association, as defined by this agreement, 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, any claims, disputes, or challenges, which are actually brought against the District or any of its agents by other than the Association in connection with the administration or enforcement of any section of this agreement pertaining to representation fee. Such reimbursement shall include costs and attorneys fees incurred by the District.

6.8.2 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association 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 shall be compromised, resisted, defended, tried or appealed.

6.8.3 In determining whether or not such action shall be compromised, resisted, defended, tried or appealed, the District will defer to the Association's interest if the District does not have a distinct and separate legal interest in the matter in dispute.

- 6.8.4 The District shall not be entitled to be reimbursed for any fees, costs, charges or penalties for which the Association was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any such reimbursement when the District's efforts in defending against such 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 on the part of any District Administrator.

ARTICLE 7 HOURS AND OVERTIME

- 7.1 The regular work week for full-time unit members shall consist of forty (40) hours per week and five (5) consecutive days served in units of eight (8) hours.
- 7.2 The work year for paraprofessionals and other unit members employed only for the days school is in session shall consist of 181 days.
- 7.3 Unit members serving in the Custodian-Maintenance classification, upon request of the Association, and at the option of the District, may be assigned work schedules during the months of July and August to consist of forty (40) hours per week and four (4) consecutive days served in units of ten (10) hours. Such assignment shall be based on the staffing and work needs of the District.
- 7.4 The length of, and the scheduling of, the work day for each unit member shall be established by the District, together with the establishment for each classification of a regular minimum number of hours per day, days per week, and months per year. All classified employees shall, at the option of the District, be required to work on any and all days during the work year for which they are paid.
- 7.5 The work year for School Secretary classification shall consist of one week prior to the start of school and continue until one week after the last student attendance day of the school year. Some unit members assigned to the position of Bilingual Migrant Education Liaison, Library Clerk, Cook/Manager, Cook/Baker and Cafeteria Helper shall be offered, at the option of the District, to work a total of three (3) pre-school and/or post-school days each year as scheduled by the District. Work will be offered on the basis of seniority. *(Revised 2023-2024)*
- 7.6 Unit members who work less than the regular week and day as set forth in 7.1 above shall be designated as part-time and shall have hours scheduled appropriately by the District. Any employee in the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours.
- 7.7 No less than thirty (30) minutes non-compensated and uninterrupted lunch period shall be provided for all unit members who render service of more than six (6) consecutive hours. Such period shall be assigned by the appropriate supervisor and shall be scheduled as soon after the conclusion of four (4) hours of service as is possible, or by mutual agreement between the unit member and the building principal.
- 7.8 A fifteen (15) minute paid rest period shall be provided to unit members for each four (4) hour period of service, or major portion thereof. The rest period shall be scheduled by the appropriate supervisor at, or near, the mid-point of each four (4) hour period of service.
- 7.9 **Overtime And Extra Time** *(Revised 2006-2007)*
- 7.9.1 Overtime for full time unit members is any time worked in excess of eight (8) hours in any one (1) work day or in excess of forty (40) hours in any work week.
- 7.9.2 Such time must be specifically assigned and authorized by the Superintendent or designee.
- 7.9.3 The "time worked" shall include, for purposes of computation, holidays, sick leave, vacation, compensatory time off, and other paid leaves.

- 7.9.4 Overtime shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay. There shall be no pyramiding of overtime pay with other premium rate pay except as may be specifically provided herein.
- 7.9.5 Unit members regularly assigned to four (4) hours or more per day shall receive overtime at the rate of one and one-half (1 1/2) times the regular rate of pay for work required in the sixth and seventh work days.
- 7.9.5.1 All extra hours, not including overtime hours, worked by classified employees shall be counted toward vacation, sick leave and health benefit premium pro-ration computations. Computations and pay for all extra time hours submitted by the last day of school will be made by the June 30 payroll for vacation and insurance payoff. Calculations and adjustments for sick leave shall be made on a monthly basis based on monthly time sheet submittal.
- 7.9.6 Unit members who are authorized to work on holidays shall receive overtime as specified in Section 7.9.4 herein, in addition to the regular pay received for the holiday.
- 7.9.7 Specifically excluded from overtime, as defined in Section 7.9.1, are those unit members assigned to a ten (10) hour-day/four (4) day-week schedule, regular part-time employees, or other positions excluded by the Education Code.
- 7.9.8 If the District elects to assign a project or duty which will require eight (8) hours or more of overtime, such overtime will be assigned on the basis of seniority to unit members, provided that the senior unit member is qualified, willing and able to perform the assigned work.
- 7.9.9 Overtime assigned for a project or duty which will require less than eight (8) hours shall be equitably distributed and rotated by management among the qualified workers of a work unit in accordance with the District's practices in existence at the time of the signing of this Agreement.
- 7.9.10 **Minimum School Days (*Revised 2008-2009*)**
- 7.9.10.1 Commencing August 2009, on minimum school days, all unit members except part-time unit members who provide student services at a school (e.g., paraeducator, campus safety monitor, library assistant, health care assistant, etc.) shall work their regular amount of hours. Part-time unit members who provide student services at a school may be assigned to work shorter hours on minimum school days and longer hours on other work days (e.g., 6 hour employee works 5 hours on minimum days and 6.25 hours on other work days). Regular assignments would not exceed 8 hours in one work day and total hours would not exceed their regular work week. Notice of a changed assignment will preferably be given prior to the beginning of the school year and will be given at least one (1) week in advance.
- 7.9.10.2 Each supervisor may adjust reporting and ending times to meet operational needs subject to the following criteria. A supervisor shall notify each unit member of the adjusted times at least one (1) week in advance. A unit member may choose to work his/her normal shift hours upon providing justification to the supervisor that the changed hours would disrupt an important pre-existing commitment.

7.10 [Blank]

7.11 Special Needs Paraprofessional Overnight Trips

Special Needs Paraprofessional shall be paid a stipend of \$75.00 per evening when assigned to accompany a student(s) on overnight school trips. The rate shall be \$150 per evening if toileting is required during the evening. The stipend is in addition to the regular daily pay rate. The district shall assign the student's regular paraprofessional. If he/she is not available, the assignment shall be based upon seniority among Special Needs Paraprofessionals who have the necessary skills to perform the duties. *(New 5/12/2014)*

ARTICLE 8 EVALUATION PROCEDURE

8.1 Frequency Of Evaluation

The probationary period shall be six (6) months or 130 actual workdays of paid service, whichever is longer. This does not include time off for various reasons (e.g., summer break, Christmas break, February break, Easter break, and extended sick leaves). An evaluation shall be made at least twice during the six (6) month probationary period. Permanent unit members whose most recent evaluation was overall satisfactory or better may be evaluated once every other year. Otherwise, permanent unit members shall be evaluated once each year. *(Revised 2025-2026)*

8.2 Review Of Evaluation

- 8.2.1 An evaluation made pursuant to this Article shall be reduced to writing and a copy shall be made available to the unit member being evaluated.
- 8.2.2 The evaluation shall be reviewed with the evaluatee by the evaluating supervisor during the evaluatee's work shift.
- 8.2.3 If any part of an evaluation indicates need for improvement, specific suggestions for improvement shall be made.
- 8.2.4 The evaluatee shall sign a copy of the evaluation. Such signature will not necessarily mean concurrence with the evaluation, but will indicate that the evaluatee has received the report and is aware of the contents.

8.3 Personnel Files

- 8.3.1 The personnel file of each employee shall be maintained by the District's central administrative office. Any files kept by the supervisor of any employee shall not contain any material that is not in the main personnel file, provided that the supervisor may collect data and notes throughout the year to be used in preparing any formal evaluation summary. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee.

The District shall keep a log indicating persons who have examined a personnel file as well as the dates such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized in writing by the employee. The log shall be maintained in the employee's personnel file.

- 8.3.2 A copy of each evaluation shall be placed in the unit member's personnel file after the unit member has been provided the opportunity to discuss the evaluation with the evaluator and to attach a written response to any unsatisfactory evaluation or derogatory comment. Information of a derogatory nature shall not be entered or filed unless, and until, the unit member is given notice and an opportunity to review and comment thereon. Before any such document or evaluation is placed in the unit member's personnel file, the District shall give a copy of the document to the unit member. Any document shall be stamped with the following notification:

THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE.
YOU HAVE TWENTY (20) WORKING DAYS FROM RECEIPT OF
THIS DOCUMENT TO MAKE ANY SIGNED WRITTEN COMMENTS

YOU WISH, WHICH WILL BE ATTACHED TO THE DOCUMENT
AND PLACED IN YOUR PERSONNEL FILE.

- 8.3.3 Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District. However, if a unit member's duty hours coincide with the hours that the District Office is open, the unit member may arrange with the Superintendent to review the unit member's file during duty hours.

8.3.4 **Pre-Employment File**

The materials listed below shall be placed in a separate pre-employment file from the personnel file and shall not be accessed by the unit member or his/her designee except as provided by law:

- (1) Material obtained prior to the employment of the unit member;
- (2) Material prepared by an identifiable committee member for an interview or exam involving the unit member;
- (3) Material obtained in connection with a transfer or promotion opportunity.

ARTICLE 9 VACANCIES, TRANSFERS AND POSTING OF VACANCIES

- 9.1 Bargaining unit members shall be given full consideration in filling any vacancies within the unit for which they possess the qualifications, abilities, and competence to perform the required work.
- 9.2 Notice of all job vacancies shall be posted on bulletin boards at each District job site and emailed to all unit members. *(Revised 2023-2024)*
- 9.3 The job vacancy notice shall remain posted for a period of at least five (5) full working days, during which time unit members may file for the vacancy on forms designated by the District. In cases where no qualified unit member seeks the vacancy, or the District seeks the qualifications or experience of outside candidates and explains such need to the CSEA President in advance, the District may post the vacancy notice for outside candidates. Unit members shall be permitted to submit a change of assignment form for open vacancies which shall be submitted within the filing period specified above. Such change of assignment requests shall be renewed every school year.
- 9.4 The job vacancy notice shall include the job title, minimum qualifications and duties required for the job, the assigned job site, and other pertinent information concerning the open position.
- 9.5 Following completion of the filing period, the District shall notify those applicants who did not qualify. *(Revised 2023-2024)*
- 9.6 Consideration shall be given to all qualified applicants on the basis of:
- 1) Relative qualifications including training and experience related to the position;
 - 2) Unique skills which benefit the District;
 - 3) Prior evaluations and references;
 - 4) Operational interests of the District;
 - 5)
 - a. If two or more applicants are deemed equal based upon the criteria, the current District employee shall be selected.
 - b. If two or more unit members seeking transfer are determined equal based upon the criteria, the unit member with the greatest length of service within the job class shall be selected.
 - c. If two or more unit members are tied on length of service, days served as a substitute will be considered a tie breaker.
- 9.7 **Transfers**
- 9.7.1 **Employee Requested Transfer**
- 9.7.1.1 A permanent unit member of the bargaining unit may request, in writing, a transfer from one position to another position within a classification. The written request shall be submitted to the District Office on the appropriate form.
- 9.7.1.2 Permanent unit members requesting a voluntary transfer shall be considered for vacant positions under the criteria in Section 9.6.

9.7.2 Administrative Transfers

An administrative transfer may be made by the administration in the best interest of the employee and the District. Upon request the District shall provide a written statement of the reasons for the administrative transfer.

- 9.7.2.1 Administrative transfers will be initiated and executed at the discretion of the Superintendent. Any member of the bargaining unit who is involved in a transfer that is administratively initiated shall be informed of this action by the Superintendent or his designee in a conference as early as possible.
- 9.7.2.2 For purposes of selecting which unit member shall be administratively transferred in order to meet the needs of the District, the District shall consider the training, experience, competencies, length of service in the school and in the District, and past evaluations, of each unit member considered. All things being equal, the bargaining unit member with the least length of service within the District may be transferred.
- 9.7.2.3 A unit member will be provided the opportunity to discuss the reasons/substance of an administrative transfer in a meeting with the Superintendent. If the unit member is not satisfied with the results of this meeting, he/she may ask to discuss the matter with the Governing Board in a closed personnel session. The reasons/substance of any administrative transfer are specifically exempted from the grievance procedure.

ARTICLE 10 SAFETY

- 10.1 The District shall provide a safe working environment for all unit members. All unit members will cooperate in maintaining such an environment.
- 10.2 Unit members will report in writing unsafe conditions to the appropriate management employee. These reports will be forwarded to the District appointed safety officer for review.
- 10.3 Unit members shall immediately report any accident in which a potential injury exists.
- 10.4 Unit members shall not be subject to reprisals of any form as a result of reporting any condition believed to be unsafe.
- 10.5 Safety equipment which is required by the District shall be provided at District expense. Unit members will utilize such equipment as prescribed by management for safe operating procedures.
- 10.6 The District shall provide and maintain communication devices to be used during yard duty at all school sites.

ARTICLE 11 LEAVES

11.1 General Provisions

- 11.1.1 All absences from regularly assigned duties shall be approved by the Board of Education, Superintendent or other management personnel designated by the Superintendent. All absences shall be approved in advance, unless otherwise specified in this contract. Absences taken without approval shall be considered as absences without leave, which shall subject the unit member to disciplinary action and/or dismissal except for absences clearly beyond the control of the unit member.
- 11.1.2 A unit member shall not accrue credit for time worked while on an unpaid leave of absence for purposes of completion of a year of service except with leaves granted under Section 11.11 of this Agreement.
- 11.1.3 A unit member on a paid leave of absence shall continue to receive wages, health and welfare benefits, salary schedule advancement credit and retirement credit in the same amounts as if he/she were not on leave.
- 11.1.4 Except for persons on Family Care and Medical Leave pursuant to Section 11.11, below, a unit member who is granted an unpaid leave of absence during any calendar month shall receive health and welfare benefits for the balance of that calendar month. Thereafter, the unit member shall be allowed to continue benefits at his/her own expense.
- 11.1.5 Any unit member on a long-term leave of absence shall provide written notice of resignation effective at the end of the school year or request for leave for the next school year to the District by April 30.
- 11.1.6 A unit member shall log all absences into the District automated absence system. Notice shall be provided as soon as possible, but no later than one (1) work day in advance prior to any known absence. For unscheduled absences, notice must be provided at least two (2) hours prior to the start of the work day by calling the supervisor and logging the absence into the District automated absence system, except in the case of an emergency (defined as an illness or incident occurring within two (2) hours or less prior to the start of the work day). Additional notice shall be provided for each day of continuing absence except for prior approved leaves of absence. (Revised 2017-18)
- 11.1.7 Within this Article, “day” or “duty day” means a day on which the affected unit member is normally scheduled to work.
- 11.1.8 Within this Article, a “registered domestic partner,” as defined in Article 3, section 3.10, shall be covered wherever the word “spouse” is used.
- 11.1.9 Each classified unit member who takes zero (0) days of paid leave during a work year shall receive a bonus equal to \$300 or two (2) days of pay at his/her daily rate (whichever is greater). Each classified unit member who takes up to one (1) day of paid leave during a work year shall receive a bonus equal to one day of pay at his/her daily rate. Paid leave includes: sick leave, industrial accident leave, bereavement leave, personal necessity leave, pregnancy disability leave and personal business leave. It does not include jury duty, military leave or authorized release days. Amounts shall be pro-rated for part-timers. Payment shall be made with the first paycheck of the subsequent school year. *(Revised 2023-2024)*

11.2 Paid Sick Leave

11.2.1 Each fiscal year every unit member shall earn paid sick leave in accordance with the following provisions:

11.2.1.1 Full time unit members working twelve (12) months, five (5) days per week, are entitled to twelve (12) days of sick leave.

11.2.1.2 Full time unit members working five (5) days per week, but less than a full fiscal year, (12 months), are entitled to that proportion of twelve (12) sick days leave as the number of months the unit member is employed bears to twelve (12).

11.2.1.3 Unit members working less than five (5) days per week are entitled to that proportion of twelve (12) days sick leave as the number of days the unit member is employed bears to five (5).

11.2.1.4 Unit members working less than twelve (12) months, and less than five (5) days per week are entitled to sick leave as determined by using a combination of these sections.

11.2.2 At the beginning of each fiscal year, the "bank" of the unit member shall be increased by the number of days of paid sick leave which the unit member would normally earn in the ensuing fiscal year. The unit member's sick leave "bank" shall be adjusted if a change of assignment alters the amount of sick leave earnable. Unused sick leave may be accumulated without limit.

11.2.3 Sick leave may be taken at any time, provided that new employees with probationary status may use only six (6) days of paid sick leave during their first six (6) months of employment.

11.2.4 Pay for any day of sick leave shall be the same pay the unit member would have received had the unit member worked that day.

11.2.5 In order to receive compensation while absent on sick leave, the unit member shall, on the first day absent, notify the appropriate management employee of the absence at least two hours prior to the beginning of the unit member's shift or at a time established by the management person, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the unit member.

11.2.6 At least one day prior to his/her expected return to work, the unit member shall notify the appropriate management employee in order that any substitute employee may be terminated. If the unit member fails to notify the management employee and both the unit member and the substitute report, the substitute is entitled to the assignment, and the unit member shall be required to use an additional day of sick leave.

11.2.7 A unit member absent for four (4) consecutive work days or more, or for whom the Superintendent reasonably suspects abuse of sick leave, may be required to present a doctor's statement stating the nature of the illness and the date the unit member is able to return to work. In such a case, the unit member will be notified in writing of the reason for the reasonable suspicion. [Revised 2010-11]

11.2.8 Additional Sick Leave

11.2.8.1 After exhaustion of sick leave, and other available paid leave, a unit member who is ill or injured may, upon request, use accumulated vacation time to avoid leave without pay.

11.2.8.2 After exhaustion of all paid leave, a unit member on permanent status may be placed on additional leave without pay, upon request and with the approval of the Board of Education, for any period not to exceed six (6) months.

11.2.9 Fitness for Duty

A unit member returning from an extended sick leave or industrial injury leave may be required to undergo an independent medical exam under the following circumstances:

- (1) Where the unit member provides a doctor's release to return to work immediately following notice from the District that all paid leaves have been/will be exhausted under circumstances where the unit member had previously indicated he/she was not able to return immediately; or
- (2) Where the unit member's doctor does not provide a clear explanation of duty restrictions following a reasonable effort by the District to seek clarification.
- (3) When the District provides written notice of its belief that the unit member may not be able to perform his/her normal work duties due to illness or injury. *(Revised 2010-11)*

CSEA and the District will mutually agree on an independent physician to conduct the exam. The District shall bear all expenses of the exam, if not covered by insurance. The unit member may also supply his/her own medical evaluations to be considered. This section does not limit normal Workers' Compensation procedures. *(Revised 2010-11)*

11.3 Industrial Accident And Industrial Illness Leave

Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the following provisions:

11.3.1 A unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness, under provisions of the Workers' Compensation Insurance law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

11.3.1.1 The accident or illness is determined to be work connected.

11.3.1.2 The unit member has probationary or permanent status.

11.3.2 Paid industrial accident leave shall be for not more than sixty (60) days in any one fiscal year.

11.3.3 Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which the unit member may be entitled.

11.3.4 If the unit member is still unable to return to duty after exhausting paid industrial accident leave, he/she shall be placed on illness leave if he/she is eligible therefore. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the unit member's assignment, when added to compensation without penalties from the Workers' Compensation Insurance carrier.

- 11.3.5 After all paid illness leave has been exhausted, following a paid industrial accident leave, a unit member shall use other earned leave, to the extent necessary to make up the member's regular salary when receiving a temporary disability allowance from the Workers' Compensation Insurance carrier without penalties. After the expiration of all paid leave privileges, the District may place the member on an industrial accident leave without pay.
- 11.3.6 Upon return to service from paid or unpaid leave resulting from an industrial accident or industrial illness, a unit member shall be assigned to a position in his/her former class ahead of unit members with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed member in the class with less seniority. If a unit member's former class has ceased to exist, the unit member will be placed in a comparable position for which the unit member is qualified.
- 11.3.7 A unit member returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code. A unit member shall continue to receive seniority credit for all purposes while on such paid leave of absence.
- 11.3.8 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the salary paid shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under State Workers' Compensation Insurance laws, exceed the unit member's regular salary. The salary of a unit member who is a permanent employee is computed on the basis of the number of hours and days in his/her basic daily assignment. A member who is not permanent, shall have his/her regular salary computed on the basis of the average number of hours worked each month in which the unit member was in paid status during the preceding year. During all paid leaves resulting from an industrial accident or industrial illness, the unit member shall endorse to the District all wage-loss benefit checks received under State Workers' Compensation Insurance laws. The District shall issue to the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized allowances.
- 11.3.9 Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this policy.

11.4 Extended Leave For Illness Or Industrial Injury

- 11.4.1 When a unit member is absent due to either a non-industrial or industrial illness or injury for a period of five (5) months or less, upon expiration of accrued sick leave, he/she shall continue on extended leave for the remainder of the time and shall be paid regular salary less the amount actually paid to a substitute.
- 11.4.2 After the unit member has exhausted all available leaves and remains medically unable to assume the duties of his/her regular job, the unit member shall be placed on a re-employment list for a period of thirty-nine (39) months. At any time during the thirty-nine (39) months the unit member is able to assume his/her regular duties, he/she shall provide written notice from his/her doctor certifying the ability to fully resume such duties. Upon being declared fit to perform, the unit member shall be re-employed in the first vacancy in his/her job class. The re-employment shall take priority over all other applicants except those on a layoff list, in which case all unit members shall be ranked according to hire date seniority.

11.5 Bereavement Leave

- 11.5.1 A unit member is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if travel of a distance greater than three hundred (300) miles each way, or travel out of state, is required, on account of the death of any member of the unit member's immediate family.
- 11.5.2 The immediate family is defined as mother, father, grandmother, grandfather, brother, sister, aunt, uncle, niece, nephew, or grandchild of the unit member or the spouse of the unit member, the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, or any relative living in the immediate household of the unit member. (Mother and father are defined to include stepmother and stepfather). Should special problems of an emergency nature be involved, such as settling an estate or long distance travel, or similar situations requiring absence beyond the bereavement allowance, additional time off may be designated as personal necessity leave up to a maximum of ten (10) days, which shall be deducted from accumulated sick leave. (*Revised 2023-2024*)

11.6 Personal Necessity Leave

- 11.6.1 Up to ten (10) days of leave of absence for illness or injury may be used in each school year in cases of personal necessity. Unit members shall not be required to secure advance permission for leave taken for any of the following reasons:
- 11.6.1.1 Death or serious illness of a member of the immediate family.
 - 11.6.1.2 Accident involving the unit member's person or property or the person or property of the immediate family.
 - 11.6.1.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena.
 - 11.6.1.4 Absence related to the birth of the unit member's child.
 - 11.6.1.5 Other personal necessity which is deemed valid by the appropriate management employee and the Superintendent (two (2) day limit). The management employee and the Superintendent shall respect the confidentiality of the request.
 - 11.6.1.6 Proof may be required of the unit member for leave taken for any of the above reasons.
 - 11.6.1.7 Whenever possible, the unit member shall provide advance notification of the leave for any of the above reasons to the appropriate supervisor.
- 11.6.2 Members of the immediate family shall be limited to mother, father, grandmother, or grandfather of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, grandchild of the unit member, or any relative living in the immediate household of the unit member.
- 11.6.3 The building principal and other authorized personnel designated by the Superintendent will interpret and supervise the guidelines for personal necessity leave.

11.7 Leave Of Absence Without Pay

- 11.7.1 Leave of absence without pay may be granted to a unit member on permanent status upon written request and approval of the Superintendent or designee, subject to the following restrictions:

11.7.1.1 Leave of absence without pay may be granted in increments of six (6) months, or less, except that a leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code.

11.8 Other Leave Provisions

11.8.1 Military Leave

Military leave of absence shall be granted and compensated with the Military and Veterans Code Sections 389 and 395 and that which follows.

11.8.2 Jury Duty

Leave of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in local, state or federal court. Leave shall be granted for the period of the jury service. The unit member shall receive full pay while on leave provided that the jury service fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for jury service leave should be made by presenting the official court summons to jury service to the site administrator or the Superintendent.

11.8.3 Personal Business

In the event it becomes necessary for a unit member to absent himself/herself from duties because of urgent personal business that cannot be conducted at times other than regular work hours, the unit member may, upon the approval of the appropriate management employee be entitled to use up to four (4) days of his/her allotted personal business leave for such purpose, provided that such leave must be taken in no less than one hour increments. The unit member shall be required to give reasonable notification to the appropriate management employee. This leave will be granted provided it does not cause an undue hardship to the District and cannot be used immediately before or after a holiday or 3 day weekend. *(Revised 5/15/2019)*

11.9 Leave for Pregnancy Disability

Unit members who are working are entitled to use personal illness and injury leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disabilities leave, including the date on which the duties are to be resumed, shall be determined by the unit member and unit member's physician.

11.10 Child Rearing Leave

A unit member shall, upon request, be granted leave of absence without pay or benefits for a period up to an entire school year for the purpose of caring for a newborn or adopted child. The unit member shall have the option of maintaining benefits at his/her own expense.

11.11 General Leaves

When no other leaves are available a leave of absence may be granted to a unit member on a paid or unpaid basis at any time upon any terms acceptable to the District and the unit member.

11.12 Family Care And Medical Leave

- 11.12.1 The District shall provide a unit member, upon request, with Family Care and Medical Leave (hereafter Family Care Leave) in accordance with law (Government Code § 12945.2).
- 11.12.2 Family Care Leave shall be unpaid. Such leave shall run concurrently with any paid leave the unit member may be eligible for (e.g., sick leave, personal necessity leave) except pregnancy disability leave (see section 15.2.8.1.). A unit member who requests unpaid Family Care Leave shall use all paid leave that is relevant to the purpose of the absence (e.g., sick leave, extended illness leave or personal necessity leave) until such leave is exhausted during the otherwise unpaid leave period.
- 11.12.3 Family Care Leave shall entitle the unit member to continued accrual of any employee benefit programs (other than health insurance) to the same extent and under the same conditions as would apply to any other unpaid leave granted by the District.
- 11.12.4 During Family Care Leave, the District shall maintain and pay for the unit member's health benefit coverage at the same level and under the same conditions as coverage that would have been provided if the unit member had been continuously employed during the leave period. The District may recover the cost of health benefit coverage if the unit member fails to return after leave for reasons other than continuation, reoccurrence, or onset of a serious health condition, or other circumstances beyond the unit member's control.
- 11.12.5 Eligibility: Any unit member who has been employed for at least twelve (12) months and who has been in a paid status for at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave is eligible for Family Care Leave.
- 11.12.6 Family Care Leave may be used for any of the following purposes: (1) the birth of a child or care of a newborn of a unit member; (2) the adoption or foster care placement of a child with a unit member; (3) leave to care for a unit member's child, parent or spouse who has a serious health condition; or (4) a serious health condition of the unit member that makes the unit member unable to perform the essential functions of her/his position. "Serious health condition" and other eligibility criteria are defined by law.
- 11.12.7 Duration: A maximum of up to twelve (12) weeks' leave may be granted during any consecutive twelve (12) month period preceding and including the period of requested leave. A "rolling" twelve (12) month period shall be used consistent with federal law. The period of leave shall commence with the first day of absence.
- 11.12.8 Procedures: If the event necessitating Family Care Leave is foreseeable, the unit member shall provide at least thirty (30) calendar days' advance notice before leave is to begin. If thirty (30) calendar days' advance notice is not practicable, such as due to a medical emergency, notice shall be given as soon as possible.
- 11.12.9 Notice of leave taken pursuant to this Article shall include: the anticipated date of the start of the leave; the anticipated pattern of leave use if the unit member will not be absent continuously; whether the unit member will substitute other paid leave for leave under this Article and, if so, how much paid leave; and the anticipated date of return to continuous active service, if known to the unit member. The District shall respond to a leave request no later than ten (10) calendar days after receiving the request. Once given, approval shall be deemed retroactive to the date leave was requested to begin.

11.12.10 Medical certification from the health care provider of the individual requiring care shall be provided for any Family Care Leave including personal medical leave. The medical certification need not identify the serious health condition involved but shall contain: (1) the date the condition commenced, if known; (2) the probable duration of the condition; (3) a statement that the condition warrants participation of the unit member to provide care; and (4) an estimate of the time which the unit member needs to provide care. Recertification shall be required if additional leave is requested after expiration of the leave period originally estimated. If the District has reason to doubt the validity of the medical certification provided, the District may require, at its own expense, that the unit member obtain the opinion of a second health care provider selected by the District. If the second opinion differs from the original certification, the District may require the opinion of a third health care provider.

11.12.11 Leaves under this section shall be supplemented by provisions of federal law (29 U.S.C. §§ 2601, et seq.) and state law (Government Code §§ 12945.1, et seq.) and implemented consistent with those laws.

11.13 **Disability Insurance Program** *(Revised 2007-2008)*

All eligible unit members shall be covered by a disability insurance program. The cost of coverage shall be payroll deducted from each eligible unit member's pay. The current plan is American Fidelity Assurance Company (30 day elimination period/60% salary/benefits paid to age 65). Rules relating to eligibility, coverage and benefits shall be established by the insurer.

ARTICLE 12 VACATION LEAVES (REVISED 2006-2007)

12.1 Vacation shall accrue whenever a unit member is in paid status. Earned vacation shall not become a vested right, nor usable, until completion of the initial six (6) months of employment, except as otherwise agreed by the District.

12.2 Vacation time is earned on an annual basis as of each July 1st at the following rates:

<u>Years of Employment</u>	<u>Length of Vacation</u>
1 - 5 years	2 weeks (10 days)
6 - 10 years	3 weeks (15 days)
11 - 15 years	4 weeks (20 days)

For each additional year of service after the 15th year, the unit member shall be entitled to one (1) additional vacation day up to a maximum of twenty-five (25) vacation days.

Unit members working less than twelve (12) months are entitled to that proportion of vacation as the number of months worked bears to that of a regular twelve-month employee. Pay for earned vacation will be prorated into each monthly pay check in lieu of taking vacation days during the work year.

12.3 Vacation credit may be accumulated to a total not exceeding that which the unit member could earn in twelve (12) months, except that upon written approval of the Superintendent or his/her authorized representative, vacation credit not in excess of five (5) days may be accrued and carried over to the following work year.

12.4 Upon a unit member's request, pursuant to Section 12.4.3 below, vacations shall be scheduled by the appropriate management person. Vacation time is intended as a period of rest and rehabilitation and ordinarily should be taken on a one-period basis. However, when approved by the District as being in the best interest of the District, vacation may be scheduled in two or more periods, provided that:

12.4.1 In order to facilitate the District's summer maintenance program, vacation periods of all twelve (12) month classified employees may be scheduled and taken at any time except during the following designated times:

- a. the week prior to the close of the regular school year;
- b. the first week after the close of the regular school year;
- c. the week immediately prior to the beginning of the school year;
- d. the first two weeks after the start of the regular school year;
- e. the period of Christmas recess;
- f. the period of Easter recess.

All classified employees within a single classification at any school site shall not be on vacation at the same time. A unit member may file a written request pursuant to Section 12.4.3 with the Superintendent or designee to take his/her vacation during a period of time provided in 12.4.1 above. The Superintendent or designee will consider and respond to such request at such time as the staffing and work needs of the District are known.

12.4.2 Each unit member must obtain advance written approval of his/her vacation period with his/her building principal, pursuant to Section 12.4.3 below. During times when school is in session, a unit member may, at District discretion, take accrued vacation at the unit member's selection.

12.4.3 Unit members shall request preferred vacation dates for the following school year in writing as soon as possible, and in no case later than July 1 prior to the school year in which the vacation will be taken. Requests for vacation dates during the summer break must be submitted no later than May 1. Conflicting vacation requests will be resolved on the basis of seniority.

12.4.4 The District may transfer classified employees to another school site on a temporary basis in order to facilitate maintenance at such site.

12.5 The rate at which vacation is paid shall be the unit member's current rate on regular assignment. A unit member whose vacation is earned and begun under a given status shall suffer no loss of earned vacation credit by reason of subsequent changes of employment status during that vacation.

12.6 Upon separation from service, a unit member who has been employed more than six (6) months will be paid for accumulated vacation credit at the hourly rate of pay applicable to the last regular assignment.

12.7 When a unit member has accumulated the maximum allowable vacation credit, and when a District emergency prevents the unit member from utilizing accumulated vacation, the nature and the duration of the emergency shall be reported to the Superintendent or designee who may authorize a payment in lieu of earned vacation or may permit the accumulation of excess vacation credit.

12.8 A unit member who commences a prescribed vacation period and subsequently becomes seriously ill or is bereaved before the vacation period has been completed shall be placed on sick leave or bereavement leave under the following conditions:

- (1) The unit member otherwise qualifies for such leave as provided by this Agreement; and
- (2) The unit member, if physically capable, returns to duty immediately following the vacation period; and
- (3) The request for leave is filed with the appropriate management person within two (2) weeks of the illness or bereavement or within one (1) week of return to duty, unless extenuating circumstances prevent such filing.

When the unit member's vacation leave is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the unit member's earned vacation balance, and a reasonable opportunity to utilize this vacation credit shall be provided or Section 12.7 herein may be applied in order to avoid loss of vacation credit.

12.9 A holiday falling within a vacation period shall not constitute a vacation day.

ARTICLE 13 HOLIDAYS

- 13.1 Unit members are entitled to paid holidays as designated in Section 13.2 herein, provided they are in paid status during the work day immediately preceding or succeeding the holiday. Unit members who work, or who are on paid sick leave, or on paid sick leave for pregnancy disability, or paid workers compensation leave, or paid vacation leave, are considered to be in paid status. The District may require verification of absences on days immediately preceding or succeeding holidays. Unit members on unpaid vacation leave, unpaid sick or medical leave, unpaid workers compensation leave, other unpaid leaves, or who are absent without leave are not in paid status.
- 13.2 Unit members are entitled to the following paid holidays in accordance with the provisions of this Article and the terms and conditions of this Agreement:

Independence Day (12-month employees only)
Labor Day
Admission Day (taken on Monday after Easter Sunday)
Veterans Day
Thanksgiving
Friday after Thanksgiving
Christmas Holiday (12 month-employees only)
Christmas Holiday (12 month-employees only)
Christmas Day
New Year's Day
Martin Luther King Jr. Day
Lincoln's Day
Washington's Day
Good Friday (12-month employees only)
Memorial Day
Juneteenth (12-month employees only) (taken on the Friday or Monday closest to June 19)
(Revised 2023-2024)

Total: 16 Holidays

- 13.3 Unit members who are not normally assigned to duty during the schools holidays of December 25 and January 1 shall be paid for those two holidays provided that they were in a paid status during the working day of their normal assignment immediately preceding or succeeding holiday period.
- 13.4 When a holiday listed in Section 13.2 falls on a Sunday, the following work day not a holiday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be the holiday in lieu of the day observed.
- 13.5 Additional time off may be granted by the District Superintendent, depending on the completion of required work.
- 13.6 Unit members are entitled to paid holidays in accordance with the provisions of this Article and the terms and conditions of this Agreement on every day appointed by the President, or the Governor of this State, as provided for in Education Code Sections 37720(a), 37220(b), and 37220(c) for a public fast, thanksgiving, or holiday, or any day declared a holiday under Education Code Section 1318 or 37222 for classified employees.

ARTICLE 14 COMPENSATION

14.1 Overall Wage Adjustments

14.1.1 Unit members shall be paid according to the relevant salary schedules contained in the Appendices to this Agreement. See Appendix A.

14.1.2 Any unit member assigned to work at Rancho Tehama Elementary School who does not live in the Rancho Tehama community shall be paid a monthly travel stipend of \$100. *(Revised 5/15/2019)*

14.2 Health Benefits Insurance

14.2.1 Coverage

14.2.1.1 The coverage shall be through the California's Valued Trust as follows:

Medical: Blue Cross Prudent Buyer, various plans may be selected by the unit member.

Dental: Delta Dental Plan.

Vision: Vision Service Plan, Plan B.

14.2.1.2 Unit members choosing to change health benefit insurance coverage must notify the District by September 30th. Except for newly hired unit members, elections with respect to coverage shall be for a full year and shall be consistent with the requirements of the provider. *(Revised 5/12/2014)*

14.2.2 District Contribution

14.2.2.1 Effective July 1, 2023, the District shall contribute up to \$1,208.33 per month (\$14,500/year) per full-time unit member and pro-rata amounts per part-time unit members toward health insurance benefits. The District contribution shall be made for twelve (12) months per year for full-time and part-time members provided the unit member contributes any amount required over the District contribution by monthly payroll deduction. *(Revised 2023-2024)*

14.2.2.2 Any unit member who chooses a health insurance package (package means medical, dental and vision coverage) costing less annually than the District CAP will annually receive the cash difference in the cost between their package and the insurance cap to be paid through payroll monthly (this amount is taxable). *(Revised 5/12/2014)*

14.2.2.3 Unit members will be offered an opportunity to participate in an IRS 125 plan subject to joint approval by the District and the Association. The agreed upon plan shall be managed in accordance with all current laws and regulations.

14.2.3 Eligibility

14.2.3.1 Unit members are eligible for District contribution amount toward group insurance plans based upon how many hours worked per day. A unit member who works eight (8) hours per day is eligible for the full District contribution. Any amount of hours worked per day less than eight (8) hours is prorated (e.g., 4 hours is 50% of 8 hours). *(Revised 5/12/2014)*

14.2.3.2 For the purposes of receiving health benefits, full-time is a regular assignment of eight (8) hours per day, 260 days per year. Full-time unit members are required to enroll in the complete health insurance package if mandated by the provider. Other unit members may opt to enroll in any coverage (medical, dental or vision) or take no coverage as mandated by the provider. *(Revised 5/12/2014)*

14.2.3.3 [Blank] *(Deleted 5/12/2014)*

14.2.4 [Blank] *(Deleted 5/12/2014)*

14.2.5 A unit member must be in paid employment status for the month in which the benefits are received in order to be eligible for fringe benefits coverage, except for unit members who are laid off by the District. For unit members who are laid off due to lack of work or lack of funds, the District will continue the benefits for a period of two (2) months on the same full or pro-rata basis as when in "paid employment status."

14.2.6 Change in marital status and/or eligible dependents shall be reported to the Personnel Office on the appropriate forms in a timely manner. Overpayment of benefit entitlement shall be the unit member's responsibility.

14.3 **Prior Experience Credit Upon Hire**

The District may, in its discretion, grant up to a maximum of ten (10) years' prior experience credit for step placement on the range for the job classification on the salary schedule at the time of hiring. *(Revised 2023-2024)*

14.4 **Early Retirement**

For C.S.E.A. Bargaining Unit Members electing to take retirement on or after age 58, the District will continue to make uninterrupted payments of fringe benefits until age 65. Retirees' coverage shall be the dollar amount the District will contribute annually for various coverages in the same amount as for existing employees.

To qualify for the early retirement benefits, a unit member must have been continuously employed by the District for not less than 15 years, or the ten years immediately prior to such retirement. In addition part-time employees shall only be eligible for coverage (for example, medical dental and/or vision) in which the employee has continuously participated for the 15 years, or the ten years immediately prior to retirement. The District shall contribute the same percentage of the amount set forth above as the percentage of the annual premium for such coverage paid by the District prior to retirement. (Example: For a four hour, ten month employee taking all coverages, the District would pay 6/12 of the amounts set forth above.)

After age 65, the employee may continue medical, dental and vision group insurance at his/her own expense, providing this is allowed under the insurance company regulations.

A bargaining unit member electing to take early retirement is encouraged to notify the District at the earliest possible time in order to allow a smooth transition and adequate job training time.

14.5 Paraprofessional Pay (*Revised 2006-2007*)

All paraprofessionals shall be paid according to the relevant salary schedule contained in the Appendices of this Agreement. Paraprofessionals shall advance on the salary schedule one (1) step for each year of service. One (1) year of service shall be defined as regular, full-time service with the Corning Union Elementary School District for not less than seventy-five percent (75%) of the days of the regular school year.

14.6 Paychecks (*New 2011-2012*)

Effective beginning with the 2012-2013 school year, for classified employees who work less than 12 months and receive twelve (12) paychecks for the school year, the eleventh check will be received on June 30th and the twelfth check will be received on July 31st. Employees working less than 12 months will also have the option to receive eleven monthly checks, one check at the end of each month August 31st through June 30th.

14.7 Shift Assignment (*Revised 2006-2007*)

Any new position that has an assigned schedule to work before 6:00 a.m. and/or after 5:00 p.m., and/or assigned schedule includes an unpaid period of more than three (3) hours between assignments, will be placed one (1) range higher on the salary schedule than the existing range placement. The following positions have already received this range increase and will remain on their established range (for scheduling purposes only): Night Custodian, Landscape/Yard Maintenance, Night Custodian/Maintenance, Bus Driver.

14.8 Payroll Errors

14.8.1 A claim for salary or benefit overpayment or underpayment must be raised within three (3) years after the error occurred to be enforceable

14.8.2 Any salary or benefit payment error resulting in an underpayment to a unit member which is confirmed by the District shall be repaid in full without interest within thirty (30) days after notice of the error.

14.8.3 Any salary or benefit payment error resulting in an overpayment to a unit member shall, after meeting with the unit member and verifying the overpayment, be corrected by the District through payroll deduction without interest from the next paycheck (after discovery of the overpayment). If the overpayment exceeds ten percent (10%) of the monthly gross pay, the parties will work out an arrangement for installment payments. If no arrangement is agreed upon, the District may deduct a maximum of ten percent (10%) of the debt from monthly paychecks without interest. If the unit member resigns, retires or employment is terminated in any way, the full amount of the overpayment shall be due and deducted from the final pay warrant.

ARTICLE 15 EMPLOYEE EXPENSES AND MATERIALS

15.1 Tools

15.1.1 The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit members for performance of employment duties.

15.1.2 Notwithstanding Section 15.1, if a unit member provides tools or equipment for use in the course of employment, the District shall provide access to a safe place to store the tools and equipment.

15.2 Non-Owned Automobile Insurance

The unit member's insurance shall be primary for a unit member using his/her own vehicle with prior authorization on District business. The District will provide secondary coverage for personal injury and property damage.

15.3 Examination For Tuberculosis

All unit members shall submit a physician's statement verifying freedom from active tuberculosis every four (4) years at District expense.

ARTICLE 16 TRANSPORTATION

16.1 Bus Driver Hours And Assigned Routes

16.1.1 Bus schedule hours shall be bid on:

1. Bid routes once a year based on projected enrollment in late August or early September.
2. Bid second week of May for summer school and next year routes.

16.1.2 Procedures for change in hours for drivers:

1. New route schedules and times will be posted by the District. The new schedules shall be posted one (1) week before drivers make their selection.
2. Bus drivers shall make their selection of routes based upon hire date (longevity). Each driver shall give written notice of route selected within three (3) working days of the posted schedule change.
3. The above is not intended to address lay-off of employees due to termination of a route. Such lay-offs would be accomplished pursuant to the lay-off Article of this Agreement.
4. If there are no requests for changes in routes by drivers based on longevity or if a driver is bumped to a route with a lesser assigned time and the driver accepts the reduced hours in writing signed by the Association Representative, then the District may make the posted changes without the District having to go through the lay-off procedures of this Agreement nor negotiate concerning any reduction in hours.
5. The assignment of the "shuttle" will be made as reasonable to equalize hours between regularly scheduled drivers. Routes, hours and longevity will be the criteria for assigning shuttles.
6. If, for any reason, a route permanently increases 15 minutes or more for a period of twenty (20) consecutive working days or more, the route shall go up for bid.

16.1.3 If a route is discontinued due to lack of work or lack of funds, then the bidding process will go into effect immediately.

16.2 Extra Trip Assignments

16.2.1 The most important points when appointing extra trips to bus drivers are:

1. Safety of students.
2. Efficiency of driver.

16.2.2 Chart of Extra Trips

Driver	Hours
Driver	Hours

The purpose of this chart is to provide equalization of extra trip hours among drivers as much as reasonably possible. It is understood that total equalization is not reasonably possible, due to various operational factors.

- 16.2.3 Extra trips will be assigned in order to equalize extra trip hours between bus drivers as much as is reasonably possible by the District by the month. It is agreed that the District, in making its extra trip assignments, may take into consideration the safety of students and the convenience of the District in the transporting of students. Should any driver, who is assigned an extra trip, refuse such extra trip, time shall be increased by the number of hours the trip which that driver refused and this time shall be made a part of that driver's cumulative extra trip time for the purpose of equalization of hours. Additional trips shall be assigned no later than Monday for the following week. Extra trips which are not permanent in nature shall include any extra time made available by District to driver.
- 16.2.4 Extra trip assignments shall first be assigned to regular drivers. The District will provide bus drivers with the procedures for making extra trip assignments.
- 16.2.5 A bus driver who is called out for, and performs, an extra trip assignment of less than two (2) hours shall be compensated for a minimum of two (2) hours. For the purpose of this section "called out" shall include assignment to a split shift where less than two hours are assigned for each segment of the split shift and there is more than one-half ($\frac{1}{2}$) hour between the segments of the split shift.

16.3 Determining Average Time

- 16.3.1 The District will make a determination of the average time needed to complete a route in one of two ways:
1. A District representative and the driver will determine an average time for the route, including a check-out and clean-up time. A "cushion" of ten (10) minutes will be added each day and accumulated to take care of meeting times, students' problems, discussion, and minor bus problems. If a major breakdown occurs that delays the driver for more than thirty (30) minutes, the driver will be compensated for the extra time over thirty (30) minutes.
 2. The District may initiate negotiations at any time to institute the daily use of the time clock to either check route times or as a means of determining the amount of time for which a driver will be paid on a daily basis.

16.4 Bus Driver Classifications

- 16.4.1 Fully licensed unit members employed in the classification of bus driver, will be placed on Bus Driver Range. Unit members assigned to drive the van route who are fully licensed bus drivers will be placed on the Bus Driver Range.

Unit members assigned to drive the van route who are not fully licensed bus drivers will be placed on the Van Driver Range. When a unit member in this classification earns their full bus driver certification, their title will be adjusted from Van Driver to Bus Driver and they will be placed on the Bus Driver Range at that time. (*Revised 5/15/2019*)

- 16.4.2 If any currently employed unit members who currently drive only Class B, or Class C, vehicles have a break in paid status from their employment with the District, and if they subsequently return

to employment with the District, their salaries shall reflect the salary schedule and range in effect for the class of vehicles for which they are hired to drive at the time of re-hire.

16.5 Substituting In Other Classes

If a bus driver, who is employed less than eight (8) hours per day, is called to substitute in other bargaining unit classes, he/she will be paid at Step 10 of the pay range for the class subbed in or at their current bus driver pay rate, whichever is less. Substitute hours are counted toward health benefits according to Section 7.10.5.1.

16.6 Reimbursement Of Licensing Expenses (*New 2008-2009*)

The District will reimburse the following expenses of any unit member who is obtaining or renewing a School Bus Driver's Certificate as a requirement of employment or at District request: insurance co-pay for a required physical examination; DMV fees; and CHP fees. Reimbursement will be made only if the unit member completes the requirement and receives renewal prior to expiration of a current bus driver certificate.

16.7 Bus Driver Working in Two Part-Time Positions

If a unit member has two positions in the District, and their bus driver route time changes on a permanent basis, due to route bidding, etc., the hours of their other position may be adjusted in order to keep their total work hours at eight hours per day. (*Added 5/15/2019*)

16.8 All employees who transport children will be included in the random drug testing pool. Employees transporting students will be subject to mandatory post-accident drug and alcohol testing. (*Added May 2021*)

ARTICLE 17 LAYOFF, REEMPLOYMENT AND CONTRACTING OUT BARGAINING UNIT WORK

- 17.1 Employees shall be subject to layoff for lack of work or lack of funds. Layoff includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff. The parties recognize that the Association and the District have the right to bargain any decision to reduce hours. *(Revised 2023-2024)*
- 17.2 When, as a result of a bonafide reduction or elimination of the service being performed by any department, employees shall be subject to layoff in accordance with Education Code section 45117. *(Revised 2023-2024)*
- 17.3 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by aforementioned sections.
- 17.4 Prior to any final layoff notices being sent to those employees who have been employed the shortest time within the class and higher classes, the District shall notify the more senior employees whose positions have been reduced or eliminated that they must elect one of the following within five (5) working days of receipt of this notice:
- a) Select a vacant position in the same class; or
 - b) Select the remaining position to be vacated by the least senior employee in the class; or
 - c) Select a vacant position in a lower class in which the employee previously had successfully completed the probationary period; or
 - d) Accept a position with reduced hours (if any exist) in the current class in lieu of layoff; or
 - e) Elect to be laid off.
- 17.5 In the event of a layoff, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. "Length of Service" means "hire date."
- 17.6 In case of two (2) or more employees having identical seniority, the seniority shall be determined by lot.
- 17.7 Re-employment shall be in the reverse order of layoff. Employees who are laid off are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. In addition, employees who are laid off shall have the right to apply for promotional positions within the District during the period of thirty-nine (39) months.
- 17.8 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as employees laid off and shall retain eligibility to be considered for re-employment for an additional period of twenty-four (24) months.
- 17.9 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employees, returned to a position in their former class or to positions with increased assigned time as vacancies become available.

- 17.10 Offers of re-employment shall be made either by personal service or via U.S. First Class Mail addressed to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the employee's signature. Failure to so reply within ten (10) working days from date of personal service or of mailing of the offer of re-employment shall be deemed a refusal of that offer of employment. It is the responsibility of each employee on a re-employment list to file with the District Office a current mailing address.
- 17.11 Refusal of two (2) offers of re-employment to the class from which laid off shall cause removal from the list and the loss of any re-employment rights until the person notifies the District in writing of his/her desire to remain on the list. However, declining an offer of re-employment of fewer hours of employment held at time of layoff shall not constitute a refusal of employment.
- 17.12 An employee who is laid off and subsequently rehired from a re-employment list shall have the accrued sick leave balance as of the date of layoff reinstated and all other leave rights.
- 17.13 Upon re-employment in the class from which laid off, an employee shall be placed on the former step of the salary range.
- 17.14 Notwithstanding any other provisions of law, any employee who was subject to being, or was, in fact, laid off for lack of work or funds and who elected service retirement from the Public Employees' Retirement System, shall be placed on an appropriate re-employment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If the employee is subsequently subject to re-employment, and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System, has properly processed his/her request for reinstatement from retirement.
- 17.15 The District shall not execute a contract for services which have been routinely performed by members of the bargaining unit and which will result in a layoff, reduction of assigned hours, transfer or reassignment of unit members.

ARTICLE 18 MISCELLANEOUS PROVISIONS

18.1 Concerted Activities

18.1.1 There shall be no strike, work stoppage, slow down, or other interference with operations of the District or any of its individual schools, or sanction thereof by employees, officers, agents, or members of the recognized CSEA unit for the duration of this Agreement.

18.1.2 The Board agrees that no lockout against any or all of the employees represented by the recognized CSEA unit shall take place for the duration of this Agreement.

18.2 Statutory Changes

Reductions or elimination of benefits included in this Agreement which are brought about by the amendment or repeal of statutory guarantees shall obligate the parties, within ten (10) days of such amendment or repeal, to negotiate with respect to restoration of the items affected.

18.3 Completion Of Meet And Negotiation

Except as provided otherwise in this Agreement, the Association and the District, during the term of this Agreement, expressly waive and relinquish the right to meet and negotiate and agree that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. This provision is not intended to provide the District with a basis for taking unilateral action with regard to a subject within the scope of bargaining as defined by the Act.

18.4 Savings

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect. In the event of such invalidation of any portion of this Agreement, the parties agree to meet and negotiate regarding a replacement for such portion.

18.5 Term

18.5.1 This Agreement shall remain in full force and effect for its term and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than February 15th of its request to modify, amend or terminate the Agreement. If the parties enter into subsequent meeting and negotiating regarding a successor agreement, the terms and conditions of this Agreement shall remain in effect until a successor Agreement is reached. *[Revised 2025]*

18.5.2 The parties agree to reopen negotiations on compensation (Article 14) and two additional Articles of each party's choosing in each interim year during the term of this Agreement (interim years are fiscal years other than the fiscal year agreement expires).

18.5.3 Proposals on reopeners shall commence between February 15 and March 15 of that year. *[Revised 2025]*

18.5.4 This Agreement shall become effective July 1, 2025 through June 30, 2028 and shall remain in full force and effect until a successor Agreement is reached by the parties. *[Revised 2025]*

18.6 Study Of Job Descriptions

The District and the Association agree to form a joint committee to revise job descriptions to reflect current duties and essential functions of the job in order to conform with the Americans With Disabilities Act. The District and the Association shall each appoint up to three individuals to serve on the committee.

CORNING UNION ELEMENTARY SCHOOL DISTRICT

APPENDIX A

CLASSIFIED SALARY SCHEDULE – Effective 7/1/2025

Range	Step													Range	
	1-4	5-7	8-10	11-13	14-16	17-19	20-22	23-25	26-28	29-31	32-34	35-37	38-40		
12	17.48	18.27	19.09	19.95	20.85	21.79	22.77	23.79	24.86	25.98	27.15	28.38	29.65	12	Cafeteria Helper, Paraprofessional
14	18.27	19.09	19.95	20.85	21.79	22.77	23.79	24.86	25.98	27.15	28.38	29.65	30.99	14	Campus Safety Monitor, Health Aide
16	19.09	19.95	20.85	21.79	22.77	23.79	24.86	25.98	27.15	28.38	29.65	30.99	32.39	16	Para - Sp. Needs, Library Clerk, Cook/Baker
18	19.95	20.85	21.79	22.77	23.79	24.86	25.98	27.15	28.38	29.65	30.99	32.39	33.84	18	School & Small Sch. Secretary, Computer Support Services, Bilingual/Migrant Ed. Liaison
20	20.85	21.79	22.77	23.79	24.86	25.98	27.15	28.38	29.65	30.99	32.39	33.84	35.36	20	Custodian, Van Driver (Class C), Warehouse Worker
22	21.79	22.77	23.79	24.86	25.98	27.15	28.38	29.65	30.99	32.39	33.84	35.36	36.95	22	Custodian/Maint, Sec/Bookkeeper, Bus Driver (Class B w/restricts.), Landscape/Yard Maint.
24	22.77	23.79	24.86	25.98	27.15	28.38	29.65	30.99	32.39	33.84	35.36	36.95	38.62	24	Maintenance Personnel
26	23.79	24.86	25.98	27.15	28.38	29.65	30.99	32.39	33.84	35.36	36.95	38.62	40.35	26	Bus Driver, Van Driver w/full bus cert
28	24.86	25.98	27.15	28.38	29.65	30.99	32.39	33.84	35.36	36.95	38.62	40.35	42.17	28	
30	25.98	27.15	28.38	29.65	30.99	32.39	33.84	35.36	36.95	38.62	40.35	42.17	44.06	30	Behavior Support Specialist / Spec.Health Care Asst.
32	27.15	28.38	29.65	30.99	32.39	33.84	35.36	36.95	38.62	40.35	42.17	44.06	46.04	32	Wellness Coach
34	28.38	29.65	30.99	32.39	33.84	35.36	36.95	38.62	40.35	42.17	44.06	46.04	48.11	34	Technology Support Specialist I, HVAC Mechanic
36	29.65	30.99	32.39	33.84	35.36	36.95	38.62	40.35	42.17	44.06	46.04	48.11	50.28	36	Maintenance II Speech Lang. Pathologist Assist., Technology Support Specialist II
38	30.99	32.39	33.84	35.36	36.95	38.62	40.35	42.17	44.06	46.04	48.11	50.28	52.54	38	
40	32.39	33.84	35.36	36.95	38.62	40.35	42.17	44.06	46.04	48.11	50.28	52.54	54.91	40	Mechanic/Bus Driver

Increased 2024/2025 Salary Schedule by 2% effective 7/1/2025

Board Approval: 2/11/2026

APPENDIX B: RANGE PLACEMENT FOR UNIT CLASSIFICATIONS *(Revised
7/1/2026)*

RANGE	JOB TITLE
14	Paraprofessional
14	Cafeteria Helper
14	Campus Safety Monitor
16	Health Aide
16	Library Clerk
18	Special Needs Paraprofessional
18	Cook/Baker
18	Bilingual and Migrant Education Liaison
18	Computer Support Services
20	School Secretary
20	School Secretary - Necessary Small School
20	Custodian
20	Warehouse Worker
20	Van Driver, Class C
22	Custodian/Maintenance
22	Landscape/Yard Maintenance
24	Secretary/Bookkeeper
24	Maintenance Personnel
26	Van Driver, Full Bus Driver Certification
26	Bus Driver
30	Specialized Health Care Assistant
30	Behavior Support Specialist (BSS)
34	HVAC Mechanic Maint. II
34	Technology Support Specialist I
36	Technology Support Specialist II
36	Speech Language Pathologist Assistant
40	Mechanic/Bus Driver

APPENDIX C: NOON SUPERVISION *(Revised 2006-2007)*

- (A) Paraprofessionals hired after September 3, 1986 may be assigned noon duty supervision at the discretion of the District as part of their regular assignment. Noon duty service shall be considered part of the classified service for classified employees who also hold a bargaining unit position.
- (B) Paraprofessionals shall receive their regular rate of pay if they also perform noon duty supervisor duties.
- (C) Nothing herein shall preclude the District from employing noon duty supervisors who are not a part of the classified service provided the person does not hold another classified position in the District (Education Code Section 45103(b)(4)).
- (D) [Blank]
- (E) Paraprofessionals who are assigned to assist on field trips will be paid their regular rate of pay for all hours worked.

APPENDIX D: MEMORANDUM OF UNDERSTANDING

Drug Testing

In order to comply with federal law, the parties agree that the District shall, on an interim basis, adopt the Tehama County Department of Education Drug and Alcohol Testing Consortium policies. The District and the Association shall continue to negotiate concerning such policy in relation to employee discipline.