

Contract Between

**SIERRA UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
SIERRA UNIFIED CHAPTER #476**



July 1, 2025 to June 30, 2028

Sierra Unified School District

29143 Auberry Road
Prather, CA 93651
Phone 559-855-3662
Fax 559-855-3585

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ARTICLE 1: **RECOGNITION**

- 1.1 The Sierra Unified School District, hereinafter referred to as "District", recognizes the California School Employees Association and its Sierra Unified Chapter 476, hereinafter referred to as "CSEA" or the "Association", as the exclusive bargaining representative for all classified employees who were voluntarily recognized by the District (see Appendix A). This unit is exclusive of management, confidential and supervisory employees.
- 1.2 The District agrees to notify CSEA whenever a new classification is created in the bargaining unit and to negotiate with CSEA regarding the salary range assigned to the job classification.

ARTICLE 2: **HOURS AND OVERTIME**

- 2.1 Work Week: The regular work week of a full-time classified employee shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. The scheduling of the hours and work days shall be determined by District Management. Foregoing the above, the District may establish a work week of four (4) days of ten (10) hours per day during the summer. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District, as approved by the District.

2.2 Overtime: Notwithstanding the above provision, the work week for any unit member having an average work day of four (4) hours or more during the work week shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated by the District and authorized to perform the work.

2.2.1 An employee having an average workday of less than four (4) hours during a work week shall, for any work required to be performed on the seventh (7th) day following the commencement of his workweek, be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated and authorized to perform the work.

2.3 Scheduling of Hours: A regularly assigned starting and quitting time shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

2.4 Part-time Positions: Employees in the bargaining unit hired prior to ratification March 11, 1999, who work thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive

working days or more shall have his/her entitlement to health benefit coverage adjusted upward to reflect the longer hours, effective with the next pay period.

2.4.1 Part-time employees who are specifically assigned additional, temporary or emergency duties, which result in additional time worked during the regular work day, shall receive the rate of pay that the employee normally would receive for his or her regularly assigned hours.

2.5 Lunch Period: All unit members who have been on duty for six (6) hours shall be entitled to a minimum duty-free lunch period of thirty (30) minutes per day, which is not included in the computation of assigned duty hours.

2.5.1 Duty-free lunch period shall be defined as the period of time the employee takes for lunch, starting when the job related duties are terminated, and ending when the employee resumes performing his or her job.

2.5.2 When students need to be transported, all employees who are transporting students, whether as a regular assigned shift, substitute or temporary duty, are required to take a sixty (60) minute duty-free lunch period, unless required by management to take a shorter lunch period.

- 2.6 Rest Period: All bargaining unit members who work four (4) hours or more per day will be granted a rest period of fifteen (15) minutes for every four (4) hours of work as scheduled by the District.
- 2.7 Bus Driver Break: After being relieved of all bus driving duties in the A.M., a bus driver shall have his/her fifteen (15) minute break, plus an extra five (5) minutes to change their clothes. Before his/her P.M. bus run, a bus driver shall take their fifteen (15) minute break, plus an extra fifteen (15) minutes to change their clothes and shower.
- 2.8 Differential Pay: During the regular scheduled work year, if fifty percent (50%) or greater of an employee's regular daily work time is between the hours of 3:00 P.M. and 6:00 A.M., the employee shall be paid a shift differential of fifty cents (50¢) per hour worked above the employee's regular rate of pay for all hours actually worked. This shift differential shall not apply toward vacation, sick leave or other non-worked compensation periods, nor for any days assigned which do not meet the fifty percent (50%) requirement referenced in this section.
- 2.9 Compensatory Time Off: An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work, up to an accrued maximum of sixty (60) hours per school year. Part-time employees shall be eligible for a prorated amount for extra time worked beyond their normal work hours. The accrual and usage shall only take

place during a current fiscal year and any unused compensatory time off at the end of the fiscal year will be compensated at the appropriate classified employee rate. This will take effect in the 2021-22 school year.

- 2.10 Minimum Call-In Time: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate.
- 2.11 Call-Back Time: Any employee called back to work after completion of his/her regular assignment and after leaving the site, shall be compensated for at least two (2) hours of work at the appropriate rate.
- 2.12 In-service or Teacher Institute Training Days: Any day during the regularly scheduled and calendared instruction school year which is designated as a teacher institute training day, and on which the students are not required to be in attendance, shall be a paid day for employees who otherwise would be working on that day if the students were in attendance.
- 2.13 Probationary Period. All employees initially hired or promoted into a new position shall serve a probationary period of six months from the commencement of their first day of service in the new position.
- 2.14 Effective 2016-2017 school year, all Classroom Instructional Aides shall be permanently increased two (2) work days annually, to be determined by the District, to be utilized for District-provided training.

ARTICLE 3: **COMPENSATION AND BENEFITS**

3.1 Salaries. The classified salary schedule is attached as Appendix B. The job classifications specifying the salary schedule for all unit positions is attached as Appendix B.

Effective July 1, 2025 the District shall provide a 3.0% increase. In addition, there will be a one-time payment of \$200 per employee.

3.2 Stipends. District school sites that are involved in categorical/special programs may provide an additional stipend from designated funding to an individual(s) for performing special duties as approved by the appropriate site councils and administration.

3.3 Health and Welfare Contributions. The maximum total District contribution for all health and welfare benefits (medical, dental, life and vision) shall be \$875.00 per month per employee or \$10,500 per employee per year for any employee who works more than seven (7.0) hours per day/thirty-five (35) hours per week, irrespective of whether the employee works 10, 11 or 12 months per year. No District contribution toward benefits will be made for employees who work seven (7) hours or less per day except as specified in section 3.4 below.

3.4 Health and Welfare Contributions (Grandfather Clause). The District's maximum contribution shall be prorated for unit members who were hired prior to March 11, 1999 who work less than six (6) hours per day, but four (4) hours or more per day in the same ratio as the regular work hours per day, days per

week, weeks per month, or months per year of such part-time employees bears to eight (8) hours a day, forty (40) hours per calendar week, four (4) calendar weeks per month, or twelve (12) calendar months during the school year.

3.5 Payroll Deductions. All costs for an employee's benefit plan selection in excess of the District's monthly maximum contribution shall be deducted from the employee's pay warrant on a monthly basis.

3.6 Plan Selection. All eligible unit members shall select a medical plan from among the District's Health Benefit Program Plan options. If an employee does not select one of the medical plans offered, then that employee shall be assigned the plan with the lowest cost.

3.7 Mileage Stipend. When transportation needs to dictate that an employee has to start off site, that employee will receive a mileage stipend at the rate of the California mileage rate. This will take effect in the 2021-22 school year.

ARTICLE 4: TRANSFERS AND FILLING OF VACANCIES

4.1 Job Site Transfer: A transfer by an employee from one work site to another within the District.

4.2 Administrative Transfer: A permanent transfer of an employee when such transfer is in the best interest of the District. An employee affected by such transfer shall be given notice within five (5) work days and a conference will be held between the appropriate management person and the affected employee in order to discuss the reasons for the transfer prior to the transfer.

- 4.3 Lateral Transfer: When a new position is created or an existing position is to be filled within a specific classification, the District will advertise and post the position a minimum of five (5) working days. Current employees may apply for a position, and those employees who meet the qualifications shall be interviewed. Existing employees shall be given first consideration in filling available positions. If a current employee is not selected, he or she shall be given the reasons. If two or more employees are equally qualified, as determined by the District, then the employee with the most seniority will be selected.
- 4.4 Vacancy: Any position which is new or remains unfilled after any transfers have been made.
- 4.5 Posting of Notice: Vacant positions will be posted by the District for no less than five (5) calendar days at all work locations prior to being filled. Employees may apply for the position by filing a written notice with the District Office.
- 4.6 Notice Contents: The vacancy notice shall include: job title; a brief description of the position and duties; the minimum qualifications required for the position; the assigned work site; the number of hours per day; regularly assigned work shift times; days per week and months per year assigned to the position; the salary range; and the deadline for filing to fill the vacancy.

4.7 Permanent Filling of Vacancy: No posted vacancy shall be permanently filled until five (5) calendar days after posting the vacancy notice.

4.8 The District may utilize an interview committee to review selected classified position applicants. The committee will encompass representation from the classified unit.

ARTICLE 5: **LAYOFF, REEMPLOYMENT AND THE EFFECTS**
THEREOF

5.1 Reason for Layoff: Layoff shall occur for lack of work or lack of funds, or as otherwise provided by the California Education Code.

5.2 Notice of Layoff: The District shall notify both CSEA and the affected employees, in writing, no later than forty-five (45) days prior to any effective layoff.

5.3 Reduction in Hours: Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.

5.4 Order of Layoff: Any layoff shall be affected within a classification. The order of layoff shall be based on seniority within that classification and higher classifications throughout the District. An employee with the least seniority within the classification, plus higher classifications, shall be laid off first. Seniority shall be based on greater hire date seniority in the classification, plus higher classifications. If two (2) or more employees subject to layoff have

equal hire date seniority, the determination as to who shall be laid off will be made by lot.

5.5 Bumping Rights: An employee laid off from his or her present classification may bump into the next lowest classification in which the employee has worked and has greater seniority than an existing employee within that classification.

5.5.3 Any employee who receives a reduction in hours due to a layoff is given first priority for extra hours, within their classification, if it does not interfere with their assigned hours.

5.6 Layoff in Lieu of Bumping: An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

5.7 Reemployment Rights: Laid off permanent employees are eligible for reemployment in the classification from which they were laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Probationary employees would only be entitled to a twenty-four (24) month reemployment period.

5.7.1 Their reemployment shall take precedence over any other types of employment, defined or undefined in this Agreement, unless it conflicts with statutory procedures.

5.7.2 In addition, they shall have the right to apply for promotional positions within the filing period specified in this Agreement. An

employee on a reemployment list shall be notified of promotional opportunities.

- 5.8 Voluntary Demotion or Voluntary Reduction in Hours: Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former classification or to positions with increased time.
- 5.9 Seniority Roster: The District shall maintain an updated seniority roster indicating employee's classification seniority.
- 5.10 Notification of Reemployment Opening: Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee, and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.
- 5.11 Employee Notification to District: An employee shall notify the District of his or her intent to accept or refuse reemployment within five (5) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment if the hours offered are less than the number of hours previously held by the employee. The employee's position on the reemployment list will not be affected by this refusal, provided

the employee notifies the District of refusal of employment within five (5) working days from receipt of the reemployment notice.

- 5.12 Reemployment in Highest Classification: Employees shall be reemployed in the highest job classification from which they were laid off in accordance with their classification seniority. Employees who accept a position lower than their highest laid-off classification shall retain their original thirty-nine (39) months reemployment rights to the higher classification.

ARTICLE 6: EVALUATION

- 6.1 The District shall evaluate probationary employees at least twice during the probationary period and permanent employees at least once per year.
- 6.2 The evaluator shall be the unit member's immediate supervisor and / or any other management or supervisory employee who is so designated by District Management.
- 6.3 The evaluation shall be in writing on forms authorized by the District.
- 6.4 Prior to the evaluation, the criteria and procedure for evaluation shall be explained to the unit member.
- 6.5 Subsequent to the evaluation, an evaluation conference shall be scheduled between the unit member and the evaluator. At the conference, the evaluator will present the written evaluation and discuss the matter with the unit member. The unit member shall sign the evaluation signifying only that he/she has read

the document, and has been provided the opportunity of attaching a written response, which shall become a part of the permanent record.

- 6.6 The evaluation procedure here agreed upon is subject to the Grievance Procedure; however, the written evaluation of the performance is not subject to the Grievance Procedure.

ARTICLE 7: PERSONNEL FILES

- 7.1 The personnel file of each employee shall be maintained at Sierra Unified School District's Central Administrative Office.
- 7.2 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of Sierra Unified School District or Board of Trustees when actually necessary in the proper administration of Sierra Unified School District's affairs or the supervision of the employee.
- 7.3 A classified employee may, upon request, review materials in his/her personnel file, provided that the inspection is at a time when the employee is not actually required to be working. Privileged information, such as confidential placement bureau papers and confidential statements submitted as part of application procedures, including rating reports or records, which were obtained prior to the employment of the person involved, shall be removed by the Superintendent or his / her designee from the file prior to a review of the file.
- 7.4 Employees shall be provided with written copies of any derogatory material ten (10) days before it is placed in the employee's personnel file, and such material

shall be signed and dated by both parties. In the event an employee will not sign, a witness may attest that the opportunity was afforded. ("Derogatory material" is defined as documents containing negative information; "derogatory material" does not include evaluation documents.)

7.5 The employee shall be given an opportunity, during normal working hours and without loss of pay, to initial and date the material and shall be given reasonable time to prepare a written response to said material. The written response shall be attached to said materials.

7.6 If the employee believes that the derogatory charges are without basis, he/she may submit a written response to those charges and request that the facts be reviewed by the Superintendent or his/her designee who has the discretion to withhold the document from the employee's personnel file prior to the ten (10) day period referred to above.

7.7 Upon an employee's request, derogatory material that has been in an employee's personnel file for more than two (2) years shall not be used in any disciplinary or other proceeding except as authorized by law or as specified. Such derogatory material shall be placed into a sealed envelope and retained in the employee's personnel file with a notation that indicates that the derogatory material will not be used for any disciplinary or other purpose unless its use is ordered by a court or governmental agency, it is used with the employee's permission, it is needed by the District to show a pattern in the employee's

misconduct, or its use is necessary for the District's defense in any legal action or proceeding.

ARTICLE 8: **DISCIPLINARY ACTION**

A. Disciplinary Procedure:

8.1 Grounds for Disciplinary Action:

8.1.1 Probationary Employees: A probationary employee may be suspended, demoted, or terminated from the service of the District without a formal statement of charges.

8.1.2 Permanent Employees: No person in the permanent classified service shall be subject to disciplinary action except as defined below.

8.2 Any of the following causes may subject an employee to disciplinary action, including suspension and / or dismissal:

8.2.1 Incompetency or inefficiency in the performance of the duties of his/her position.

8.2.2 Insubordination (including, but not limited to, refusal to do properly assigned work).

8.2.3 Carelessness or negligence in the performance of duty or in the care of District property.

8.2.4 Discourteous, offensive or abusive language or conduct toward another employee, a student, or a member of the public.

- 8.2.5 Dishonesty.
- 8.2.6 Drinking alcoholic beverages on the job, or reporting to work intoxicated.
- 8.2.7 Evidence of the use of narcotics and / or reporting to work under the influence of restricted drugs.
- 8.2.8 Engaging in political activity during assigned hours of employment or otherwise in violation of applicable regulations or policies of the Board of Trustees.
- 8.2.9 Conviction of any crime involving moral turpitude.
- 8.2.10 Arrest for a sex offense as defined in Education Code Section 44010 (Suspension).
- 8.2.11 Conviction of a narcotics offense as defined in Section 44011 of the Education Code.
- 8.2.12 Repeated and unexcused absence or tardiness.
- 8.2.13 Abuse of leave privileges.
- 8.2.14 Falsifying any information supplied to the School District, such as information supplied on application forms, employment records, or other District records.
- 8.2.15 Persistent violation of, or refusal to obey safety rules and regulations made applicable to public schools by the Board of Trustees or the laws and regulations of the State.

- 8.2.16 Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- 8.2.17 Willful or persistent violation of the Education Code or policies or regulations of this District.
- 8.2.18 Any willful failure of good conduct tending to injure the public service.
- 8.2.19 Abandonment of position.
- 8.2.20 Advocacy of overthrow of Federal, State or Local Government by force, violence, or other unlawful means.
- 8.2.21 Violation of Local, State, or Federal laws resulting in cancellation of license required for assigned duty.

8.3 Recommendation for Disciplinary Action: A recommendation for disciplinary action may originate with the principal or the employee's immediate supervisor. Such recommendation shall be in writing to the Superintendent or his/her designee through the supervisor in charge of the department to which the employee is assigned. A copy of such recommendation shall be provided to the affected employee.

- 8.4 Evaluation of Recommendation: The Superintendent or his/her designee shall investigate the charges and shall recommend any disciplinary action to be taken based on those charges.
- 8.5 No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district.
- 8.6 Notice Of Disciplinary Action and Right Of Appeal: If the Superintendent approves the recommendation for disciplinary action and seeks the imposition of any disciplinary punishment, including demotion, suspension and dismissal, notice of such discipline shall be made in writing and served in person or by United States registered mail upon the employee at the last address of official record with the District. The notice shall contain:
- 8.6.1 A statement in ordinary and concise language of the specific acts or omissions, which shall include times, dates, and location of chargeable actions or omissions;
- 8.6.2 The penalty proposed; and
- 8.6.3 A statement of the employee's right to appeal the decision and to have a hearing before the Board of Trustees on the stated charges.

If it is claimed that the employee has violated a policy, rule or regulation of the District, such policy rule or regulation shall be stated in the notice.

8.7 Appeal: An appeal must be made within five (5) days after the employee receives the written charges from the Superintendent. The appeal must be in writing. The signing and filing of the appeal shall constitute a demand for a hearing before the Board of Trustees.

8.8 Cause for Appeal: Appeal can be made only on the following grounds: that the procedures set forth in this Article have not been followed.

8.9 Hearing: Upon receipt of an appeal for intended disciplinary action, the Board of Trustees will consider the appeal, and generally within thirty (30) days after receipt of the appeal, shall conduct a hearing and render judgment to affirm, modify, or revoke the action being appealed.

8.9.1 The employee shall have the right to appear in person on his/her own behalf, with counsel, or such representation as he/she considers necessary, and be heard in his/her defense.

8.9.2 All hearings shall be held in Closed Session of the Board of Trustees, unless the appealing employee requests an open hearing on his/her written appeal.

8.9.3 If the evidence presented by the employee sustains all or part of the appeal, the Board of Trustees shall order payment of full or

part of his/her compensation from the time of dismissal, suspension, demotion, or other disciplinary action as it deems appropriate and shall order the employee's reinstatement.

8.9.4 The findings and decision of the Board of Trustees on the appeal shall be final and conclusive on all parties.

8.10 An employee may be relieved of duties without loss of pay at the option of the District.

B. Suspension

8.11 CSEA and the District recognize that situations can occur involving the welfare of students or employees, which would necessitate an immediate suspension of an employee, after the employee was given "Skelly Rights". And, additionally, if the employee's presence in the operation of the District would lead to a danger to the lives, safety, or health of students or fellow employees, or in accordance with the provisions of the Education Code, the District may immediately suspend the employee for three (3) days.

8.12 CSEA reserves the right to designate the number and the method of selection of Union Stewards. CSEA shall notify the District in writing of the names of the Union Stewards and the group they represent on or before May 15 of each year. If such a change is made, the District shall be advised in writing of such change.

8.13 The following shall be understood to continue the duties and responsibilities of the Union Stewards:

A. After notifying their immediate supervisor, a Union Steward when requested by a unit member, shall be permitted to leave their normal work area in order to process grievances. CSEA agrees to provide courtesy notification to the appropriate administrator when they enter the premises. The Union Steward is permitted to discuss any problems with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

B. If an adequate level of service cannot be maintained in the absence of the Union Steward at the time of the notification mentioned in 8.13.A, the Union Steward and the Immediate Supervisor shall seek to reach agreement on an alternative time suitable to the best interest of the District and Union Steward workload and schedule.

ARTICLE 9: **GRIEVANCE PROCEDURE**

A. Definitions:

9.1 A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of this collective bargaining Agreement.

9.2 A "grievant" may be any employee of the District covered by this collective bargaining Agreement, or the Association representing the unit.

9.3 A "day" is any day in which the central administrative office of the District is open for business.

9.3.1 The "immediate supervisor" is the person having immediate supervisory jurisdiction over the grievant who has been designated by the District to adjust grievances.

B. Processing of a Grievance:

9.4 Informal Level: Within ten (10) days after the occurrence of the action or omission giving rise to a grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

9.5 Level I: Failing to resolve the difficulty through informal means, the grievant may, within ten (10) days from the informal conference, register a formal grievance. The grievance shall be in writing, on forms approved by the District, with copies to the Association, his/her immediate supervisor, and the Superintendent, stating the following:

9.5.1 Statement of grievance listing the specific action and events alleged to violate this Agreement and the provisions violated;

9.5.2 Steps taken to resolve differences through informal means;

9.5.3 Steps the grievant recommends the District take to remedy the grievance; and

9.5.4 The immediate supervisor shall communicate a decision in writing to the grievant with a copy to the Superintendent and the Association within ten (10) days after receiving the grievance.

9.6 Level II: In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision to the Superintendent or his / her designee within ten (10) days after receiving the Level I decision. The written appeal shall contain the following

9.6.1 A copy of the original grievance;

9.6.2 The decision rendered at Level I; and

9.6.3 A clear, concise statement of the reasons for the appeal.

9.7 The District Superintendent or his / her designee shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to the Association and the immediate supervisor, within ten (10) days after receiving the appeal.

9.8 Level III: If not satisfied with the decision at Level II, the grievant may, within ten (10) days, appeal the decision to the District's Board of Trustees ("Board").

9.9 The grievant shall furnish the Board with a full report of the grievance. The Board, at its next regularly scheduled meeting, in Closed Session only, shall review the record, shall hear testimony and receive evidence regarding the claimed violation of the contract.

9.10 The decision of the Board shall be final and binding on all parties.

C. Representation:

9.11 No employee shall be required to be represented by the Association in processing a grievance.

9.12 An employee may request the Association to represent him/her in all stages of the grievance procedure beyond the Informal Level

9.13 Neither the Association nor the District shall take any reprisals or unlawfully discriminate against any employee for exercising rights under this Article.

9.14 If any employee pursues a grievance without the intervention of the Association, beyond the Informal Level, the grievance shall not be considered resolved until the Association has received notice of the grievance and the proposed resolution and has been given an opportunity to file a written response.

D. District Rights: The rights of the District, under Article 18, "District Rights" are excluded from this procedure, except that any limitations on those rights contained in this Agreement shall be subject to this Article.

E. Time Limits:

9.15 Failure by a grievant to meet a deadline set in this policy shall terminate the grievance and the grievant shall not have a right to re-file on the same set of facts.

9.16 Failure by the District to meet a deadline set in this policy shall give the grievant the right to proceed to the next grievance processing level.

- 9.17 Time limits in the policy may be extended by mutual agreement between the grievant and the District Administration.

ARTICLE 10: **PERSONAL ILLNESS AND INJURY LEAVE**

- 10.1 Full-time (8 hours/day, 12 months/year) unit members shall be entitled to twelve (12) days of leave with full pay for each school year for purposes of personal illness, injury or medical appointments for themselves or members of their immediate household. Unit members who work less than full-time shall be entitled to that portion of the twelve (12) days leave as the number of hours per week / months per year of scheduled duty relates to the number of hours / month for a full-time unit member.
- 10.2 If an employee does not utilize the full amount of leave as authorized in 10.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 10.3 After all earned leave, as set forth in 10.1 above, is exhausted, additional non-accumulated leave shall be available for the injury or illness of the employee for a period, not to exceed five (5) months. The amount deducted from the unit member's salary shall be the amount actually paid a substitute employee. Absences using non-accumulated leave must be verified as illness or injury by a medical statement.

- 10.4 Claims for four (4) successive days or more of sick leave by any employee shall be supported by a medical statement justifying time off from the job. The Administration may, at any time, ask for proof of illness.
- 10.5 A unit member must contact his/her immediate supervisor or school secretary or other employee responsible for securing substitutes as soon as the need to be absent is known, but in no event less than two (2) hours prior to the start of the work day to permit the employer time to secure a substitute service.
- 10.6 An employee who is absent for illness or injury shall have that leave deducted from their accumulated leave on the basis of one (1) hour of absence for one (1) hour of accumulated leave deduction.
- 10.7 Employees may request a status report of their accumulated sick leave.
- 10.8 If a bargaining unit employee has exhausted his / her available annual vacation and personal necessity leave entitlements, and an immediate family member (as defined under Article 12 – Bereavement Leave (12.2)) is suffering from a serious medical condition and is in need of care, the employee may use their accumulated sick leave as necessary for the purpose of providing care to the family member. The accumulated sick leave balance cannot go below the employee's annual allocation for sick leave, as calculated in Article 10 – Personal Illness and Injury Leave.
- 10.8.1 The District shall provide a substitute worker if a classified employee is out of work due to illness for a period of ten (10) days or more. The substitute worker

shall be in place until the Association member returns to work. If the District is unable to find a substitute worker, the District agrees to meet with the Association leadership to arrive at a mutually agreed upon alternative.

10.9 Catastrophic Leave

10.9.1 Catastrophic illness or injury means an illness that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee's family (see Article 12.2) which requires an employee to take time off from work for an extended of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and available comp time.

10.9.2 In the event a unit member is afflicted by catastrophic sickness or accident and has depleted all accumulated sick leave, he/she may receive donated sick leave hours from classified employees.

10.9.2.1 Unit members may, on a voluntary basis and if the accumulated sick leave balance would not go below the employee's annual allocation, pledge a number of sick leave hours towards another unit member's need for additional leave because of catastrophic illness or injury.

10.9.2.2 It is understood that those days actually transferred from a unit member are lost to the donating unit member when said days have been used.

10.9.2.2.1 Pledged days not used by the unit member during his/her catastrophic illness will not be deducted from the pledging member's accumulated sick leave.

ARTICLE 11: **PREGNANCY DISABILITY LEAVE**

11.1 Unit members are entitled to use sick leave as set forth in Article 10, Personal Illness and Injury Leave, for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District Management, at District expense, may require a verification of the extent of the disability through a physical examination of the employee by a physician selected by the employee from a panel of three qualified physicians selected by the District.

- 11.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom, when sick leave as set forth above has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the District Management, at District expense, may require a verification of the extent of a disability through a physical examination of the employee by a physician selected by the employee from a panel of three (3) qualified physicians selected by the District.
- 11.3 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

ARTICLE 12: **BEREAVEMENT LEAVE**

- 12.1 A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state travel is required, without loss of salary on account of the death of any member of his immediate family.
- 12.2 For purposes of this provision, an immediate family member shall be limited to mother, mother-in-law, father, father-in-law, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate household of the employee.

ARTICLE 13: **PERSONAL NECESSITY LEAVE**

13.1 Leave, which is credited under the Personal Illness and Injury Leave Article of this Agreement, may be used, at the unit member's election for purposes of personal necessity; provided that use of such personal necessity leave does not exceed seven (7) days in any school year. For those unit members working less than twelve (12) months per year or eight (8) hours per day, the usage calculation shall be the same as the accrual in Article 10.1. Under no circumstances shall leave be available for purposes of personal convenience or the extension of a holiday or vacation period, for matters that can be taken care of outside the work hours, or for recreational activities, with the exception of 13.2 below. For purposes of this provision, personal necessity is defined as:

13.1.1 Death or serious illness of a member of the unit member's immediate family.

13.1.2 An accident, which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family.

13.1.3 Personal business, which is any matter that the employee may not take care of outside work hours. Any request for such leave shall be submitted at least forty-eight (48) hours in advance.

13.1.4. Before the utilization of personal necessity leave, the employee must obtain prior written approval from the immediate supervisor, except for conditions outlined in Sections 13.1.1 and 13.1.2 above. Should the

circumstances outlined in those sections arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

13.2. Four (4) days of leave may be requested without providing any reason. Any request for such leave shall be submitted at least forty-eight (48) hours in advance.

13.3. A unit member shall verify, in writing, that the personal necessity leave was used only for a purpose as set forth above. The unit member shall identify the reason in writing for personal necessity leave so the District can maintain compliance to the provisions of this article.

ARTICLE 14: **INDUSTRIAL ACCIDENT LEAVE**

14.1 Employees will be entitled to industrial accident leave according to the provision in Education Code Section 45192(f), but only after achieving permanent status with the District, for personal injury that has qualified for worker's compensation.

14.1.1 Such leave shall not exceed sixty (60) days per fiscal year during which the schools of the District are required to be in session or when the employee would have otherwise been performing work for the District in any one (1) fiscal year for the same industrial accident. There will be no reduction in employee leave time during industrial leave.

- 14.2 The District has the right to have the employee examined by a physician designated by the District, at District expense, to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 14.3 For any days of absence from duty as a result of the same industrial accident, the employee shall endorse to the District any wage loss benefit check from the worker's compensation carrier, which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the employee would have received as salary, had there been no industrial accident or illness leave.
- 14.3.1 If the employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

ARTICLE 15: JUDICIAL LEAVE

- 15.1 Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the unit member. The unit member

shall submit a written request for an approved absence no less than five (5) days prior to the beginning date of the leave or appearance as a witness.

15.2 Employees will be provided leave of absence for regularly called jury duty.

15.3 The above leaves of absence will be paid up to the amount of difference between the employee's regular earnings and any amount he/she receives for jury or witness fees, exclusive of mileage and meal allowance.

15.3.1 The District agrees to grant members of the bargaining unit regularly called for jury duty in the manner provided by law; leave of absence without loss of pay for the time the employee is required to be present for jury duty during the employee's regularly assigned work hours. The employee is required to return to work during any day or portion thereof in which jury duty services are not required. Employees whose working hours in a calendar day are not concurrent with jury duty are required to work only the amount of time equal to the difference between their regular work day and the amount of time spent performing jury duty services. Jury service must be verified daily, with a time stamp for the beginning and end time of service.

ARTICLE 16: **MILITARY LEAVE**

16.1 Classified employees shall be entitled to military leave in accordance with the provisions of the California Military and Veterans Code Sections 389, 395, 395.01, 395.02, 395.03, 395.04, 395.06, 395.3, and 395.4.

ARTICLE 17: **HOLIDAYS AND VACATIONS**

A. **Holidays:**

- 17.1 All unit members shall be entitled to the paid holidays as attached in Appendix D, provided the unit member is in paid status during the work day immediately preceding and / or the work day succeeding the holiday.
- 17.2 Unit members who are not normally assigned to duty during the holidays of Christmas Eve Day, December 25, and January 1, shall be paid for those three (3) holidays, provided that they were in paid status during the work day of their normal assignment immediately preceding and succeeding the holiday period.
- 17.3 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday, in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When December 24 falls on a Sunday, the provisions of the contract concerning the Christmas Eve Holiday can be observed either on Friday previous to the week-end, or on Tuesday following the observance of Christmas. When a unit member is required to work on any said holiday, he/she shall be paid compensation or given compensatory time off for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half (1-1/2) the regular rate of pay.

B. **Vacation Accrual:**

- 17.4 Eligibility: Unit members shall accrue annual vacation at the regular rate of pay earned at the time the vacation is commenced. Such vacation shall not become a vested right until completion of six (6) months of employment.
- 17.5 The anniversary date for vacation determination shall be July 1st. An employee's first vacation allowance shall be at the rate that his paid service time bears to a twelve (12) month work year.
- 17.6 The District will grant each twelve month classified employee the following vacation schedule:
- 17.6.1 One (1) through five (5) years of service – 10 Days;
- 17.6.2 Six (6) through ten (10) years of service – 12 Days;
- 17.6.3 Eleven (11) through fifteen (15) years of service – 15 Days;
- 17.6.4 Sixteen (16) through twenty (20) years of service – 18 Days; and
- 17.6.5 Twenty-one (21) years and thereafter – 20 Days.
- 17.7 Regular employees who work less than a full year will accrue vacation days at the rate that their work year bears to a twelve (12) month work year. Fractions of days will be rounded to the nearest whole number.
- 17.8 Classified employees shall receive no less vacation days as accrued during the 1991-1992 school year. Vacation days earned during that school year in excess of twenty (20) days shall be capped at that number thereafter. Employees who received less than twenty (20) days, but more days than the new unified vacation schedule provides for, based on years of service, shall remain at that number

until the employee's years of service and additional vacation days correspond to the new schedule, at which point, the employee will accrue additional days, if any, in accordance with the new unified schedule.

- 17.9 Scheduling: The employees will be consulted as to their vacation time desires, but the scheduling of such vacation shall be within the sole discretion of the District Administration.

ARTICLE 18: DISTRICT RIGHTS

- 18.1 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 right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its education policies, goals and objectives; insure the rights and educational opportunities of 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 allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

- 18.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement; and then only to the extent such specific and express terms are in conformance with the law.
- 18.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.

ARTICLE 19: ASSOCIATION RIGHTS

- 19.1 The Association shall have the right of access to areas in which employees work at reasonable times: before work; designated break periods; lunch period; after work; or other times as approved by District Administration.
- 19.2 The Association may use school mailboxes and bulletin board spaces designated by the Superintendent or his / her designee subject to the following:
- 19.2.1 All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and identification of the organization together with a designated signed authorization by the Association President or other authorized representative.
- 19.2.2 A copy of such postings or distributions must be delivered to the Superintendent or his / her designee at the same time as posting or distribution; and

- 19.2.3 The Association will not post or distribute information that is derogatory or defamatory of the District or its personnel.
- 19.3 The Association may use, subject to District policy, District buildings and facilities for the conduct of lawful Association business.
- 19.4 The right to review an employee's personnel file when accompanied by the employee or upon presentation of a written authorization signed by the employee.
- 19.5 The right to be supplied with a hire date seniority list by classification (class seniority).
- 19.6 The District will provide the Association, upon written request, within a reasonable period of time, any public documents or materials that pertain to matters within the scope of representation.
- 19.7 The District shall allow the Association to use the District's email system for the distribution of CSEA business such as chapter meetings, ratification meetings and notices dealing directly with CSEA business so long as such use is in compliance with District policy and the law.
- 19.8 The District shall provide forty (40) hours of paid release time per school year for the purposes of local, state or national CSEA conferences. Bargaining Unit Members shall be excused from daily duties upon two (2) days advance notification to the Superintendent and Site Administrator by the Association President.

ARTICLE 20: **EMPLOYEE RIGHTS**

20.1 The District and 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 or participate in employee organization activities.

ARTICLE 21: **ORGANIZATIONAL SECURITY**

21.1 Payroll Deduction: The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues, as voluntarily authorized in writing by the employee on the District form, subject to the following conditions:

- 21.1.1 Such deduction shall be made only upon the submission, on a District-approved form, of a duly executed and revocable authorization by the employee;
- 21.1.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission;
- 21.1.3 The Association shall provide the members with adequate and necessary data on any dues increase sufficiently prior to an effective date of the increase, in order to provide the members with the opportunity to revoke any authorization.

21.1.4 The Association agrees to defend, indemnify and hold the District harmless from all costs and expenses related to legal actions or proceedings caused by the District's deduction of Association dues or fees.

ARTICLE 22: **CLASSIFICATION AND RECLASSIFICATION**

- 22.1 Every bargaining unit position shall be placed in a classification.
- 22.2 When a classification is reclassified and the result is an upward salary adjustment, the position shall be placed on the new salary schedule at a step that results in the next higher amount of money.
- 22.3 During the regular work year for each classification, excluding summer and non-instructional District work periods, employees who work out of classification for more than five (5) consecutive days within a fifteen (15) calendar day period, shall receive the equivalent of a range or step increase for the entire time worked out of classification.

ARTICLE 23: **PROFESSIONAL GROWTH**

- 23.1 Introduction: The Professional Growth Program for classified employees is designed to promote activities, which would assist the classified employee in acquiring the knowledge and skills needed to do his/her job well; to have an opportunity to reach the maximum level of their professional potential; to promote safe working practices and procedures; to provide the employee with opportunities to learn better and more efficient ways to do the job; to stimulate

the employee to reach and maintain acceptable levels of productivity and job effectiveness; and to encourage the employee to improve his/her relations with students, other employees and the public.

Professional growth is being developed if any of the following occur:

- A. The experience reflects increased knowledge, understanding, and skills generally related to the employee's job assignment.
- B. It manifests personal development and responsiveness to the human and social factors of others.

23.2 Definition of the Program: It is an organized program designed to give the classified employee incentive to improve skills, to encourage employees to contribute more to the educational program of the schools and to improve work performance.

23.3 Definition of Professional Growth: It is continuous purposeful encouragement in study and related activities by classified employees to retain and extend high standards of job performance.

23.4 Professional Growth Committee: This committee shall be formed to rate activities for professional growth credit including maintenance of a list of suggested courses for all areas of the classified services and to present all recommendations to the Superintendent or his / her designee for approval. The Professional Growth Committee may recommend approval of courses not on the approved list.

- A. Membership: The Professional Growth Committee shall consist of two (2) CSEA members in good standing. In addition, two (2) representatives shall be from the District Administration, appointed by the Superintendent, one of whom shall also serve as permanent secretary.
- B. Appointment to the Committee: Committee members shall be appointed by their respective units. The appointment of District Administration shall be made by the Superintendent or his / her designee.
- C. Terms: The term of office of appointed members shall be for two (2) years.
- D. Vacancies: A Vacancy in a position shall be filled for the balance of the unexpired term in the same manner that members are initially appointed.
- E. Duties and Functions: The duties of the committee shall be as follows:
1. To evaluate and make recommendations to the Superintendent or his/her designee on policies and procedures to implement and operate the Professional Growth Program.
 2. To determine educational needs of various categories of the classified staff, and recommend acceptable courses.
 3. To recommend criteria for approval or disapproval of educational activities.
 4. To recommend unit value on all professional growth activities.

5. To review and recommend approval or disapproval of an employee application for credit.
6. To make recommendations to the Superintendent or his/her designee regarding the granting of professional growth to eligible employees who qualify for an award.
7. To review, upon the request of the employee, an application, which has been denied.
8. Maintain a current list of approved courses, which shall be referenced as part of this Agreement.
9. Meet once a year after October 1st for the purpose of considering employee requests for professional growth advancement.

23.5 Eligibility:

- A. Eligible employees are all employees in the unit who have followed the Professional Growth Regulation.
- B. Units shall be earned and credited only subsequent to date of hire.
- C. Units earned while on probationary status may be applied toward the first increment, provided that the employee has complied with the other Professional Growth Regulations and receives permanent status.

23.6 Self-Improvement: This program is not intended to restrict, in any way, the training and self-improvement efforts a bargaining unit member may undertake on his/her own initiative. However, such training shall be considered as

applicable to a professional growth incentive only if it meets the requirements specified by this policy as well as the implementing regulations of the Professional Growth Committee.

23.7 Voluntary Professional Growth Credits: The Committee will recommend the approval in advance of increment units, which may be earned in the following types of professional growth activities:

- A. University/College: University, college (two and four year) one (1) semester-hour normally represents one (1) clock hour per week for one (1) semester.
- B. Adult School: Credit for classes in Adult School/Trade School or other educational experience recommended will be equated as follows:

Total Hours Required To Complete Course	Maximum Unexcused Absences Allowable	Unit Credit
21 – 30	1	1
31 – 40	2	1 ½
41 – 50	2	2 ½
51 or more	2	3

The above is subject to instructor's statement that the course has been satisfactorily completed by the candidate (on forms supplied by the Professional Growth Committee).

23.8 Allowable Credits for Institutes, Lectures, Seminars, and Workshops:

- A. Inservice Education: Inservice educational activities related to the employee's area of employment that are attended on personal time:
- One (1) unit for twenty (20) hours of programmed attendance, with a maximum of three (3) units in this area for each professional growth award.
- B. Inservice Training: Inservice training or inservice education, for which an employee serves as an organizer, leader, speaker or consultant, are recognized, but for which no fee or overtime compensation is paid by the Sierra Unified School District or other organization. Two (2) units for twenty (20) hours with a maximum of four (4) units for each professional growth award.
- C. No Repeats: Courses or activities for professional growth are not to be repeated for credit.
- D. Classification Changes: If an employee's job classification changes after he has initiated a professional growth plan, all approved course work, which has been begun and/or completed at such time, shall apply to a professional growth award.
- E. Verification: College and Community College course work must be verified by official documentation. All other work must have official verification acceptable to the Professional Growth Committee.

- F. No Credit: No credit is to be given for courses or workshops that are required for job continuance, or as a part of a competency review program. No credit is given to an employee for units earned prior to employment by SUSD.
- G. Excess Units: If units earned are more than those required for a professional growth increment, they are carried over for the succeeding increment.
- H. Records: An employee's Professional Growth Record, together with appropriate verification, is kept on file in the SUSD Personnel Office.

23.9 Increment Plan: A professional growth award will represent the completion of twelve (12) semester units or equivalent increment points.

- A. Maximum Points: Maximum of five (5) equivalent increment points are allowable toward credit of each professional growth award. (Equivalent increment points, as determined by provisions in this contract for institutes, lectures, seminars, workshops, and in-service education and training, outlined in 8 (a) and (b) above).
- B. Salary Increase: A professional growth award shall increase the classified service employee's basic salary by two hundred fifty dollars (\$250.00) per year.
- C. All permanent employees will receive the full share of the increment. There will be no proportional share based on the employee working less than eight (8) hours per day or less than twelve (12) months per year.

- D. Maximum Increments: A career total of five (5) increments (\$1,250.00) may be earned. Records concerning the Professional Growth Program shall be maintained by the Personnel Office. The increment shall be considered completion of the twelve (12) growth points and remuneration shall begin the following fiscal year. The unit member shall be limited to a one (1) increment increase every two (2) years.
- E. To Receive Credits: The implementation of this program will permit employees meeting all eligibility requirements to receive credit for approved activities undertaken after July 1, 1992. In order to receive credit for a class, the employee must have registered to take the course following his / her date of hire as a regular employee. In order to receive a growth award for the following fiscal year, the course work must be completed and the request for credit must be submitted to the Personnel Office by July 30.

23.10 Approved Course List: A list of all approved classes for the various classifications will be maintained in the Personnel Office and made available to employees upon request. If an employee wishes to take a course that is not included on the list, an application for credit and other appropriate forms are available in the Personnel Office. Skill advancement courses may be approved by the Professional Growth Committee. No credit will be given for any courses where the skill has already been acquired or is the requirement of the position

already occupied by the applicant, unless such course represents advanced study or acquisition of advanced skill.

- 23.11 Request for Review: An employee wishing to have a review of the Professional Growth Committee Request rejection may submit his / her request to the Superintendent or his / her designee for submission to the Professional Growth Committee.

ARTICLE 24: CONCERTED ACTIVITIES

- 24.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the District by the Association or by its officers, agents, or members, during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 24.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

ARTICLE 25: **SUPPORT OF AGREEMENT**

25.1 The Association and the District agree to support this Agreement for its term and the Association will not appear before the public school employer in order to seek change or improvement in any matter subject to the meeting and negotiating process, except as by mutual agreement of the District and the Association.

ARTICLE 26: **EFFECT OF AGREEMENT**

26.1 The specific provisions contained in this Agreement shall prevail over District practices and procedures, and over State laws to the extent permitted by State law. In the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District unless and until the District and the Association expressly agree in writing to change those practices and procedures to the extent they fall within the scope of mandatory negotiations.

ARTICLE 27: **COMPLETION OF NEGOTIATIONS**

27.1 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate, but may agree to do so, with respect to any subject or matter whether or not referred to or covered in this Agreement, 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.

ARTICLE 28: NEGOTIATIONS PROCEDURES AND REOPENERS

- 28.1 Notification and Public Notice: On or before May 15 of each year of this Agreement, either party may submit a request to negotiate, along with their initial proposal, so that the initial proposals of both parties can be “sunshined” as required by law.
- 28.2 Reopeners. For the 2024-25 school year, CSEA can open up negotiations on two articles. For the 2025-26 school year, the parties agree to negotiate Article 3 (Compensation and Benefits) related to salaries and health and welfare benefits, and up to two additional articles.
- 28.3 Release Time for Negotiations: CSEA shall have the right to designate five (5) employees who shall be given reasonable release time for negotiations.
- 28.4 Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

ARTICLE 29: SAFETY

- 29.1 The District recognizes the necessity to provide bargaining unit employees with safe working conditions.

- 29.2 Bargaining unit employees are obligated to report unsafe or potentially hazardous or potentially unsafe conditions to their immediate supervisor immediately upon discovery.
- 29.3 Nothing in this Article shall be construed to allow any unsafe condition being subject to the grievance process.
- 29.4 The District agrees to provide any protective equipment required by law to be worn or used by the employee in carrying out the regular duties of the position.

ARTICLE 30: **SEVERABILITY**

- 30.1 Savings Clause: If any provision of this Agreement is held to be contrary to law by a final court of competent jurisdiction, such provision will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 31: **CLASSIFIED RETIREE MEDICAL BENEFIT PROGRAM**

- 31.1 Retiree Medical Benefit Program (Age 58 - 65)
- A. Alternative 1: To be eligible, the Retiree will:
- 31.1.1 Have completed 15 years of service with Sierra Unified School District or its prior component districts (Golden Hills for 1990-92, Chawanakee for 1989-90, Sierra Union School District 1988-89 and prior, Auberry Union School District 1988-89 and prior, Sierra Joint Union High School District

1991-92 and prior).

31.1.2 Have attained the age of 58 years, but have not attained the age of 65.

31.1.3 Have been employed for six (6) hours or more.

31.2 The Plan will be configured as:

31.2.1 The employee shall be eligible for 90% (ninety percent) of the current District contribution.

31.2.2 District payments and coverage under this policy will cease when the retiree attains the age of 65 years.

31.2.3 The spouse of a deceased retiree in this program will be eligible to self-pay until the 65th birthday of the deceased retiree.

31.2.4 After age 65, the retiree will have the option to self-pay through a separate retiree program per District Board policy.

31.2.5 All retirees must be receiving retiree benefits from PERS immediately following retirement from the District and must continue to receive such benefits from PERS in order to be eligible for the retiree benefit converge provided by the District.

31.3 Retiree Medical Benefit Program (Age 58 - 65)

B. Alternative 2: To be eligible, the Retiree will:

1. Have completed 8 years of service with the Sierra Unified School District or its prior component districts but less than fifteen (15) years of service and meet the career standard called the “Rule of forty (40)”.

“Rule of forty (40) defined: The total years of creditable service with PERS when combined with the total eligible years of service to the District must equal forty (40). (If out-of-state educational service is used, the total service must include a minimum of twenty-five (25) PERS years.)

2. Have attained the age of 58 years, but have not attained the age of 65.
3. Have been employed for six (6) hours or more
4. Unit members eligible for Alternative II will receive a pro-rata percentage of the District’s contribution as established in Alternative I (e.g. a defined percentage of the 90% contribution depending upon the length of service as shown below).

Pro-Rata Scale: To be applied to the benefits as configured in Alternative 1 above:

Total PERS Years	Total District Years	TOTAL	PERCENT
25	15	40	100%
26	14	40	93.3%
27	13	40	86.7%
28	12	40	80.0%
29	11	40	73.3%
30	10	40	66.7%
31	9	40	60.0%
32	8	40	53.3%

31.4 Classified Retiree Medical Benefit Program (55-57)

To be eligible, the Retiree will:

- 31.4.1 Have completed twenty (20) years of service with Sierra Unified School District or its prior component districts (Golden Hills for 1990-92, Chawanakee for 1989-90, Sierra Union School District 1988-89 and prior, Auberry Union School District 1988-89 and prior).
- 31.4.2 Have attained the age of 55 years, but have not attained the age of 58.
- 31.4.3 Have been employed for six (6) hours or more for at least twenty (20) years with Sierra Unified or its component school districts.

31.5 The Plan will be configured as:

- 31.5.1 The employee will be eligible for ninety percent (90%) of the current District contribution toward health and welfare benefits.
- 31.5.2 District payments and coverage under this policy will cease when the retiree attains the age of sixty-five (65) years.
- 31.5.3 The spouse of a deceased retiree in this program will be eligible to self-pay until the anniversary of the 65th birthday of the deceased retiree.
- 31.5.4 After age 65, the retiree will have the option to self-pay through a separate retiree program per District Board Policy.

31.5.5 All retirees must be receiving retiree benefits from PERS immediately following retirement from the District and must continue to receive such benefits from PERS in order to be eligible for the retiree benefit coverage provided by the District.

31.6 Unit members who have been employed by Sierra Unified School District or its prior component Districts for a minimum of thirty (30) years, and a minimum of seven (7) hours per day at the time of retirement, shall be eligible for 100% of the current District contribution through the program offered by the District insurance provider.

ARTICLE 32: **TERM**

32.1 The Collective Bargaining Agreement (CBA) between CSEA Sierra Unified Chapter 476 and the Sierra Unified School District will be in full force and effect from July 1, 2023 to June 30, 2026.

ARTICLE 33: **CONTRACTING OUT**

33.1 The District agrees not to contract out work normally and routinely performed by existing unit members in the ordinary course of their workday. The parties agree that the District may contract out work where there is an urgent need for such work to be performed; when there is an insufficient number of employees to perform the work as the workload of bargaining unit members does not allow the completion of the project or task within a reasonable period of time; where employees do not possess adequate training, certification or expertise to

perform the work; or where the District does not have specialized tools, equipment or supplies to perform the work. In no case shall the contract cause a unit member to be laid off or have a reduction in work hours.

ARTICLE 34: TRAINING

34.1 For the purpose of the required annual mandated District trainings, the District will provide all materials needed to complete the trainings. Computer/internet access will be provided at all school sites and the District Office to complete the trainings. If the employee is unable to take the trainings during their normal workday, with prior authorization from the District, they will be compensated at their regular hourly rate for time spent as verified by the training software, up to the maximum time allowed by the software.

ARTICLE 35: SECURITY CAMERAS & RECORDING EQUIPMENT

35.1 The primary purpose of security cameras (e.g. GPS, audio equipment and cameras) is to ensure the safety and security of Sierra Unified School District students and staff, to assist in the prevention of thefts and vandalism at District sites, to determine the source of criminal activity, and to respond to crisis situations more effectively.

The District's use of Monitoring Devices follows these guidelines:

Notification

- All bargaining unit members shall be notified of the presence and use of video devices on District property and facilities at the time of hire and signs shall be posted in conspicuous locations where

cameras are installed. An initial list and signage shall be furnished within sixty (60) working days after this agreement is signed and ratified by both parties.

- When cameras are installed in new locations, the bargaining unit and its members will be notified within seven working days of installation and signs shall be posted in conspicuous locations where cameras are installed as soon as feasible.
- No video monitoring equipment will be installed in non-public areas where there is a reasonable expectation of privacy, in accordance with applicable law, such as restrooms.
- The District shall make available to all employees a map designating the location of all security camera at each site.

Access

- Monitoring of District cameras will only be performed by law enforcement and/or authorized District Administration, and review of video footage shall only occur when incidents take place or upon request by law enforcement.

Authorized Administration

- School District Superintendent
- Site Administration
- District Administration
- Maintenance Lead
- Transportation Lead
- Cafeteria Manager

- IT
- School Resource Officer
- Administrative Secretaries
- Monitoring by non-management staff will be solely for the purpose of student safety. Parents or visitors accessing campus through unauthorized locations will be the only information site office staff will report to administration. Student safety concerns will be addressed with administration.

Use

- Security cameras shall not be used to evaluate employees or to initiate disciplinary proceedings.
- The District shall not use security cameras at any time for the purpose of monitoring an employee's work or work habits.
- If the District, in the course of an investigation into a safety or security concern in keeping with the above stated purpose of the security cameras, observes in the course of reviewing security camera footage, or happens to notice an employee behaving in a manner that poses a safety or security concern, the District may use such footage to address the issue with the employee. In this instance, CSEA would be afforded an opportunity to review the video footage, subject to the privacy rights of students, other District employees, or authorized visitors. In the event recordings prove an employee engaged in an act of criminal activity, CSEA may not be afforded the opportunity to review the video unless authorized by law enforcement.

- No audio shall be recorded using security cameras or any other device per Penal Code 632.

ARTICLE 36: NEW EMPLOYEE ORIENTATION

- 36.1 DISTRICT NOTICE TO CSEA OF NEW HIRES a) The District shall provide CSEA notice of any newly hired employee, within ten (10) days of the date of hire, via an electronic mail. Please include the following information: full legal name, date of hire, classification and site.
- 36.2 EMPLOYEE INFORMATION
- a) "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.
- b) The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle Initial;
- iii. Last Name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work Extension;
- x. Home Street address (incl. apartment #);
- xi. City;
- xii. State;
- xiii. Zip Code (5 or 9 digits);
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Last four numbers of the social security number;
- xviii. Birth date;
- xix. CALPERS status (“Y if in CalPERS; “N” if not in CalPERS);
- xx. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

In the event no one is hired on any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

c) Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each held in its own column:

- i. First Name;
- ii. Middle Initial;
- iii. Last Name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work Extension;
- x. Home Street address (incl. apartment #);
- xi. City;
- xii. State;
- xiii. Zip Code (5 or 9 digits);
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Last four numbers of the social security number;
- xviii. Birth date;
- xix. CALPERS status ("Y if in CalPERS; "N" if not in CalPERS);
- xx. Hire date.

36.3 NEW EMPLOYEE ORIENTATION

a) "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online or through other means or mediums, in which employees are advised of their employment rights, benefits, duties and responsibilities, or any other employment-related matters.

b) The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of the orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

In the event the District conduct one-on-one orientations with new employees, CSEA

shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

c) The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.

d) The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

e) During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present

36.4 GRIEVANCE

a) Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance and arbitration provisions of the current

Collective Bargaining Agreement between the parties except as follows:

- i. Only CSEA has the ability to grieve this agreement'
- ii. Any alleged violations, misinterpretations, or misapplications of the terms of this agreement shall be resolved in expedited binding within thirty (30) days of the grievance filing or such other period as is mutually agreed upon, in which event the parties shall mutually select an arbitrator available during the time period.

Lori Grace, Superintendent SUSD

Date

Brent Kehn, Chapter 476 President

Date

Brian Collier, Chapter 476

Date

Heather Wade, Chapter 476

Date

Linda Gonzalez, CSEA LRR

Date

APPENDIX "A" - BOARD RESOLUTION

The Board of Trustees of the Sierra Unified School District voluntarily recognizes the California School Employees Association and its Sierra Unified Chapter 476 as the exclusive representative for a unit of classified employees, excluding management, confidential, supervisory, student employees, and District volunteers.

The following positions shall be excluded as "management":

- Facilities and Transportation (F&T) Director
- Fiscal Services Director;
- Director of Nutrition Services;
- Native American Mentor;
- Director of Personnel Services;
- School Resource Officer; and
- Chief Business Official.

The following positions shall be excluded as "supervisory":

- Facilities Supervisor
- Transportation Supervisor;
- Custodial Supervisor; and
- School Cafeteria Manager

The following positions shall be excluded as "confidential":

- Superintendent's Secretary / Administrative Assistant;
- Secretary / Receptionist;
- Personnel Analyst;
- Payroll Clerk; and
- Account Clerk, District-wide Services.

APPENDIX "B" - CLASSIFIED SALARY SCHEDULES

SIERRA UNIFIED SCHOOL DISTRICT

CLASSIFIED Personnel - Salary Schedule 2025-26 + 3.0%

Effective July 1, 2025. Board approved and revised 11/10/25

Page 1 of 2

Schedu	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7		Step 8		Step 9		Step 10		Step 11	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
160	3,106	\$17.85	3,261	\$18.74	3,424	\$19.68	3,596	\$20.66	3,775	\$21.70	3,970	\$22.24	3,967	\$22.80	4,086	\$23.48	4,208	\$24.18	4,334	\$24.91	4,464	\$25.66
165	3,184	\$18.30	3,343	\$19.21	3,510	\$20.17	3,686	\$21.18	3,870	\$22.24	3,967	\$22.80	4,066	\$23.37	4,188	\$24.07	4,313	\$24.79	4,443	\$25.53	4,576	\$26.30
170	3,263	\$18.75	3,427	\$19.69	3,598	\$20.68	3,778	\$21.71	3,967	\$22.80	4,066	\$23.37	4,167	\$23.95	4,292	\$24.67	4,421	\$25.41	4,554	\$26.17	4,690	\$26.96
175	3,345	\$19.22	3,512	\$20.18	3,688	\$21.19	3,872	\$22.25	4,066	\$23.37	4,167	\$23.95	4,272	\$24.55	4,400	\$25.29	4,532	\$26.04	4,668	\$26.83	4,808	\$27.63
180	3,429	\$19.70	3,600	\$20.69	3,780	\$21.72	3,969	\$22.81	4,167	\$23.95	4,272	\$24.55	4,378	\$25.16	4,510	\$25.92	4,645	\$26.70	4,784	\$27.50	4,928	\$28.32
185	3,514	\$20.20	3,690	\$21.21	3,874	\$22.27	4,068	\$23.38	4,272	\$24.55	4,378	\$25.16	4,488	\$25.79	4,622	\$26.57	4,761	\$27.36	4,904	\$28.18	5,051	\$29.03
190	3,602	\$20.70	3,782	\$21.74	3,971	\$22.82	4,170	\$23.96	4,378	\$25.16	4,488	\$25.79	4,600	\$26.44	4,738	\$27.23	4,880	\$28.05	5,027	\$28.89	5,177	\$29.76
195	3,692	\$21.22	3,877	\$22.28	4,071	\$23.39	4,274	\$24.56	4,488	\$25.79	4,600	\$26.44	4,715	\$27.10	4,857	\$27.91	5,002	\$28.75	5,152	\$29.61	5,307	\$30.50
200	3,784	\$21.75	3,974	\$22.84	4,172	\$23.98	4,381	\$25.18	4,600	\$26.44	4,715	\$27.10	4,833	\$27.78	4,978	\$28.61	5,127	\$29.47	5,281	\$30.35	5,440	\$31.26
205	3,879	\$22.29	4,073	\$23.41	4,277	\$24.58	4,491	\$25.81	4,715	\$27.10	4,833	\$27.78	4,954	\$28.47	5,102	\$29.32	5,255	\$30.20	5,413	\$31.11	5,575	\$32.04
210	3,976	\$22.85	4,175	\$23.99	4,384	\$25.19	4,603	\$26.45	4,833	\$27.78	4,954	\$28.47	5,078	\$29.18	5,230	\$30.06	5,387	\$30.96	5,548	\$31.89	5,715	\$32.84
215	4,075	\$23.42	4,279	\$24.59	4,493	\$25.82	4,718	\$27.11	4,954	\$28.47	5,078	\$29.18	5,205	\$29.91	5,361	\$30.81	5,521	\$31.73	5,687	\$32.68	5,858	\$33.67
220	4,177	\$24.01	4,386	\$25.21	4,606	\$26.47	4,836	\$27.79	5,078	\$29.18	5,205	\$29.91	5,335	\$30.66	5,495	\$31.58	5,660	\$32.53	5,829	\$33.50	6,004	\$34.51
225	4,282	\$24.61	4,496	\$25.84	4,721	\$27.13	4,957	\$28.49	5,205	\$29.91	5,335	\$30.66	5,468	\$31.43	5,632	\$32.37	5,801	\$33.34	5,975	\$34.34	6,154	\$35.37
230	4,389	\$25.22	4,608	\$26.48	4,839	\$27.81	5,081	\$29.20	5,335	\$30.66	5,468	\$31.43	5,605	\$32.21	5,773	\$33.18	5,946	\$34.17	6,124	\$35.20	6,308	\$36.25
235	4,499	\$25.85	4,723	\$27.15	4,960	\$28.50	5,208	\$29.93	5,468	\$31.43	5,605	\$32.21	5,745	\$33.02	5,917	\$34.01	6,095	\$35.03	6,278	\$36.08	6,466	\$37.16
240	4,611	\$26.50	4,842	\$27.83	5,084	\$29.22	5,338	\$30.68	5,605	\$32.21	5,745	\$33.02	5,888	\$33.84	6,065	\$34.86	6,247	\$35.90	6,434	\$36.98	6,628	\$38.09
245	4,726	\$27.16	4,963	\$28.52	5,211	\$29.95	5,471	\$31.44	5,745	\$33.02	5,888	\$33.84	6,036	\$34.69	6,217	\$35.73	6,403	\$36.80	6,595	\$37.90	6,793	\$39.04
250	4,844	\$27.84	5,087	\$29.23	5,341	\$30.70	5,608	\$32.23	5,888	\$33.84	6,036	\$34.69	6,187	\$35.55	6,372	\$36.62	6,563	\$37.72	6,760	\$38.85	6,963	\$40.02
255	4,966	\$28.54	5,214	\$29.96	5,475	\$31.46	5,748	\$33.04	6,036	\$34.69	6,187	\$35.55	6,341	\$36.44	6,531	\$37.54	6,727	\$38.66	6,929	\$39.82	7,137	\$41.02
260	5,090	\$29.25	5,344	\$30.71	5,611	\$32.25	5,892	\$33.86	6,187	\$35.55	6,341	\$36.44	6,500	\$37.35	6,695	\$38.48	6,896	\$39.63	7,102	\$40.82	7,316	\$42.04
265	5,217	\$29.98	5,478	\$31.48	5,752	\$33.06	6,039	\$34.71	6,341	\$36.44	6,500	\$37.35	6,662	\$38.29	6,862	\$39.44	7,068	\$40.62	7,280	\$41.84	7,498	\$43.09
270	5,347	\$30.73	5,615	\$32.27	5,895	\$33.88	6,190	\$35.58	6,500	\$37.35	6,662	\$38.29	6,829	\$39.25	7,034	\$40.42	7,245	\$41.64	7,462	\$42.89	7,686	\$44.17
275	5,481	\$31.50	5,755	\$33.08	6,043	\$34.73	6,345	\$36.47	6,662	\$38.29	6,829	\$39.25	7,000	\$40.23	7,210	\$41.43	7,426	\$42.68	7,649	\$43.96	7,878	\$45.28
280	5,618	\$32.29	5,899	\$33.90	6,194	\$35.60	6,504	\$37.38	6,829	\$39.25	7,000	\$40.23	7,175	\$41.23	7,390	\$42.47	7,611	\$43.74	7,840	\$45.06	8,075	\$46.41
285	5,759	\$33.09	6,046	\$34.75	6,349	\$36.49	6,666	\$38.31	7,000	\$40.23	7,175	\$41.23	7,354	\$42.26	7,574	\$43.53	7,802	\$44.84	8,036	\$46.18	8,277	\$47.57

– JOB CLASSIFICATIONS / EXPERIENCE INCREMENTS

<u>Classification Title</u>	<u>Schedule #</u>	<u>Classification Title</u>	<u>Schedule #</u>
<u>Food Service</u>		<u>Secretarial/Financial Services</u>	
Food Server	170	Testing Clerk	165
Food Service Cashier	170	Clerk Typist	175
<u>Instructional Services</u>		Attendance Clerk	180
Noon-time Assistant	160	Registrar / Counseling Secretary	200
Instructional Assistant / Paraprofessional		School Secretary	205
Instructional Aide I	160	Account Clerk	210
Instructional Aide II	165	School Secretary II	215
Instructional Aide III	175		
Behavior Aide	165	<u>Trans / Maint / Operations</u>	
Campus Aide	160	Custodian	190
Health Aide	160	Bus Driver	200
Library Technician	180	Relief Bus Driver	200
Native American Education Program Advocate	200/250	Utility	200
Technical Support Specialist	250	Bus Driver / Custodian	200
LVN (Licensed Vocational Nurse)	270	Warehouseperson	205
Therapeutic Intervention Clinician	285	Bus Driver / Utility	210
<u>Annual Increments</u>		Activity Bus Driver/Utility	210
Annual increments shall begin on the first day of July each year. Employees who		Ag Farm Manager	215
enter a classification after March 31, of any year, shall receive no annual		Lead Custodian	215
increment until the second fiscal year following each entrance into the classification.		Mechanic	250
		Maintenance	250
<u>Experience Increments</u>		Bus Driver / Mechanic	255
Experience increments will commence after the employee has been on		Bus Driver/Maintenance	255
Step 5 for at least one year and has completed at least 9 years of		Maintenance and Operations Lead	270
consecutive service with the School District and/or component districts.		Transportation Lead	270

APPENDIX "C" - CLASSIFIED HOLIDAY SCHEDULE

SIERRA UNIFIED SCHOOL DISTRICT

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day Following Thanksgiving Day

Christmas Eve Day

Christmas Day

New Years Day

Martin Luther King, Jr. Birthday

Lincoln's Birthday

President's Day

Good Friday

Memorial Day

Juneteenth

APPENDIX "D" - BUS RUNS / PROPANE DELIVERY DRIVERS / CAFETERIA

BUS RUNS

Vacant Bus Runs:

1. The posted position will include a job title, bus run and assigned duty site.
2. Bus Drivers with assigned non-bus driving duties on the specified site will be allowed to apply for the vacant bus run separately from the other duties.
3. Bus Drivers with assigned like non-bus driving duties on the other sites will be allowed to apply for the bus run and the other duties of the position.
4. Seniority shall be the determining factor whenever all other qualifications of applicants are deemed equal in filling the bus run and/or the position. This will be adhered to if the action is not detrimental to the operation of the District. Final decision is determined by the District.

Bus Runs Home-Based at School Site:

The Association expressly agrees that the District may hire and assign part-time bus drivers to runs which become vacant for reasons other than layoff and which can be home-based at any school site. Such bus runs will be posted as part-time or split shift.

Cafeteria

Cafeteria workers, when assuming duties of the manager in his / her absence, will be compensated at the cafeteria workers current step on the Cafeteria Manager salary classification.

APPENDIX "E" - STIPENDS

High Terrain Bus Compensation:

If a regular bus-run is scheduled to include terrain of 4,000 feet elevation, or higher, the District will compensate the driver of such a run in the amount of \$173.69/month/10 months. It is in the best interest of District operations to select and assign highly skilled drivers to these runs.

Certified State School Bus Instructor

The District shall pay a stipend of \$231.57 per month to one (1) full-time unit member with a valid State Certified School Bus Driver Instructor license issued by the California Department of Education with instructional limitations of "A" and equipment limitations of "O" to perform bus driver training, both classroom and "behind-the-wheel," upon request.

Water License Stipends

The District shall pay the following water license stipends of \$248.94/month:

T1 Water Treatment D 1
Water Distribution
Storm Water