

# **Collective Bargaining Agreement**

between the

**SHANDON JOINT UNIFIED SCHOOL DISTRICT**

and the

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
and its SHANDON CHAPTER #225**



**July 1, 2024 - June 30, 2026**

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**ARTICLE I  
INTRODUCTION**

- A. This Agreement is entered between the Shandon Joint Unified School District of San Luis Obispo County, California, hereinafter called the "District" or the "Employer," and the California School Employees Association and its Chapter 225, hereinafter called "CSEA," the "Association" or the "Exclusive Representative."

**ARTICLE II  
RECOGNITION**

- A. The Board recognizes the Association as the sole and exclusive bargaining agent for classified employees of the District, except noon duty supervisors, by whatever name, and those designated as management, confidential, or supervisory by the District.

**ARTICLE III  
PAYROLL DEDUCTIONS**

- A. The District agrees to deduct from the pay of each eligible Association member covered by this Agreement the regular Association membership dues and remittance for insurance premiums, credit union payments, or other plans and programs approved by the District. The District will not be obligated to put any new, changed, or discontinued deduction into effect until the pay period commencing 15 days or more after such submission.
  
- B. The Association will indemnify the District against all suits, claims, or demands arising out of the administration and implementation of this provision.
  
- C. Membership Dues
  - 1. Preamble. It is the expressed intention of the parties that the provisions of this article respectfully balance the rights of individual employees as referenced in Government Code Section 3543, and the right of the parties to enter into an "Organizational Security" Agreement pursuant to Government Code Section 3540.1(i)2.
  - 2. The district will deduct dues from the wages of bargaining unit members based on CSEA's written direction to the District. CSEA is responsible for delivering, obtaining and maintaining dues authorization forms for bargaining unit members.
  - 3. Withdrawal from the association will be in accordance with CSEA bylaws and requirements. A bargaining unit member shall direct any inquires regarding withdrawal from membership to the Association.
  - 4. CSEA is responsible for notifying the District in writing of the withdrawal of dues deduction by any bargaining unit employee.
  - 5. A bargaining unit employee on an approved paid leave of absence shall continue to have dues deducted for the term of the approved leave, except the deductions can be discontinued in accordance with CSEA requirements.
  - 6. Hold Harmless Provision: CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee regarding membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

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

## **ARTICLE IV ASSOCIATION RIGHTS**

- A. The Association will have the right to use school facilities, mail services, and certain office equipment as approved by the Superintendent. The Association President will make all written requests for use of facilities, mail services, and equipment. The Association will provide its own supplies and/or materials.
  
- B. Association field representatives will have the right of access to bargaining unit members during unassigned time (i.e., lunch time, before and after school) and in nonwork areas, subject to the following conditions:
  - 1. Association agents not in the District's employment must notify the Superintendent before entering any District facility.
  
  - 2. There will be no interference with or interruption of the operation of the District's educational program or a bargaining unit member's assigned duties by any Association agent, officer, or representative.
  
- C. Materials in personnel files of bargaining unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which (1) were obtained before the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained concerning a promotional examination. Every bargaining unit member will have the right to inspect such materials upon request, if the request is made in writing at a time when such person is not actually required to render services to the employing district. Information of a derogatory nature, except material mentioned in the second paragraph of this section, will not be entered or filed unless and until the bargaining unit member is given notice and an opportunity to review and comment thereon. A bargaining unit member will have the right to enter and have attached to any such derogatory statement his own comments thereon. Such review will take place during normal business hours, and the bargaining unit member will be released from duty for this purpose without salary reduction
  
- D. The Association shall have the same rights and access to use of District facilities as do other employees of the District subject to District approval.

E. District Notice to CSEA of New Hires

- a) The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via an email. The following information will be included: full legal name, date of hire, classification, and site.

F. 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 also 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 purpose 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 Name:
  - iii. Last Name;
  - iv. Suffix (e.g.Jr.,III);
  - v. Job title/Classification;
  - vi. Department;
  - vii. Primary worksite name;
  - viii. Work telephone number;
  - ix. Home street address (including Apartment #)
  - x. City
  - xi. State
  - xii. Zip code (5or 9 digits)
  - xiii. Home telephone number (10 digits) (if known);
  - xiv. Personal cellular telephone number (10 digits) (if known);
  - xv. Personal email address of the employee (if known);
  - xvi. Employee ID;
  - xvii. CalPERS status;
  - xviii. Hire date;

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

- 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 File Transfer Protocol (FTP) site or service. This contact information shall also include the following information, with each field listed in its own column:
  - i. First Name;
  - ii. Middle Name;
  - iii. Last Name;
  - iv. Suffix (e.g.Jr.,III);
  - v. Job title/Classification;
  - vi. Department;
  - vii. Primary worksite name;
  - viii. Work telephone number;
  - ix. Home street address (including Apartment #)
  - x. City
  - xi. State
  - xii. Zip code (5 or 9 digits)
  - xiii. Home telephone number (10 digits) (if known);
  - xiv. Personal cellular telephone number (10 digits) (if known);
  - xv. Personal email address of the employee (if known);
  - xvi. Employee ID;
  - xvii. CalPERS status;
  - xviii. Hire date;

G. 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 status, 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 an 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.

- i. In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for one (1) CSEA representative, the Chapter President or designee, 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.
  - ii. In the event District conduct one-on-one orientation with new employees, CSEA shall have fifteen (15) 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.
  - iii. Any new hire who is not covered by sections i. or ii. Above will be granted 30 minutes of release time within the first thirty days of hire to meet with the CSEA Labor Relations Representative or Chapter President. Human Resources will contact the LLR to notify them of the new hire whose schedule falls outside the orientation time frame referenced in sections i and ii, and to arrange for this to occur at a mutually convenient time.
- 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, both hard copy and electric, to the District for distribution.
  - d) The orientation session shall be held on District property during the workday of the employees(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.
  - f) At which time a new Successor Agreement is negotiated, unit members shall, upon request, receive a printed copy of that Agreement and any subsequent agreements, Memoranda of Understandings, etc. shall be posted on the District's website in a timely manner.
  - g) The Association shall be invited to have one unit member participate on any bargaining unit hiring/interview panel. The unit member shall be released from their duties for this purpose.
  - h) The Association shall have equitable representation on any District committees, groups, etc. that discuss or make recommendations on calendars and/or health benefits that may affect the bargaining unit. The recommendations shall be brought to the bargaining unit for ratification.
  - i) Bargaining unit members shall have access to an up-to-date calendar of events for the District and/or work site.

## **ARTICLE V EVALUATIONS**

The evaluation process is intended to provide objective feedback to an employee from their immediate supervisor to ensure satisfactory or better performance of assigned duties within their job description. It is not to be used as discipline, but can be used to inform the employee of less than satisfactory performance in an effort to have that performance improve to satisfactory or better levels within an appropriate timeframe.

- A. The probationary period for classified employees is six (6) months or 130 days of paid status, whichever is longer. Upon request, probationary employees shall be evaluated prior to completion of the probationary period.
- B. A permanent employee shall receive a written evaluation every two (2) years no later than June 30 of each second year. The immediate supervisor may complete an evaluation as needed.
- C. Additional provisions:
  - 1. Evaluations shall normally be prepared on the classified evaluation form provided by the District (attached as an appendix of this Agreement) by the person responsible for directing the employee's work. This person shall be a management employee of the District and shall be designated as the employee's immediate supervisor at the beginning of each school year. At the beginning of each school year, the employee shall be informed who their immediate supervisor is and shall be provided a copy of their job description and assigned duties for which their performance shall be evaluated on.
  - 2. The employee shall be given a copy of the completed evaluation form at an evaluation conference between the employee and their immediate supervisor to be held no later than June 30 of the appropriate year. The immediate supervisor's assessment shall be discussed at this meeting and input from the employee shall be considered prior to the final evaluation being issued. At the employee's request, an Association representative may also be present at the evaluation conference. Employees will be requested to sign the form. The employee's signature does not necessarily signify agreement with the evaluation.

3. The employee shall have the opportunity to attach a written statement (rebuttal) containing the employee's views regarding the evaluation to the evaluation document. At an employee's request, a review of the evaluation will be made by the Superintendent.
4. Evaluations shall be based upon the direct observation by the immediate supervisor of the employee's work performance.
5. In the event that the overall performance evaluation rating is less than satisfactory, the employee shall be provided with an "Action Plan" containing specific suggestions and support for improvement. A re-evaluation shall occur no less than forty (40) work days from the creation of the "Action Plan" in order to allow the employee to improve their performance.
6. If there is an instance of a specific negative action of the employee that shall be used in an evaluation, the employee shall be apprised of that negative action no less than five (5) work days from the occurrence so that the employee is aware and can properly correct performance by the time of the evaluation.

**ARTICLE VI  
WORKWEEK AND WORKDAY**

- A. The District will establish the workweek of a full-time bargaining unit member as eight hours per day, 40 hours per week over a five-day period. Classified employees shall work a daily and weekly schedule in accordance with a schedule established by the Superintendent, with approval of the School Board, at the time of employment or promotion/transfer. The Superintendent, with approval of the Board, may adjust weekly hours to meet reasonable time demands during the school term, on school holidays, and during summer months, however any changes to an employee's work schedule shall only be for a verifiable operational need of the District and shall not be for punitive, disciplinary, and/or arbitrary and capricious reasons. This Section shall not in any way impact mutually agreed upon flex time between the employee and their immediate supervisor.
1. Lunch Break. An uninterrupted, unpaid lunch break of not less than thirty (30) minutes shall be scheduled at the time of employment or promotion/transfer by the District for each employee whose regular assigned workday is five (5) hours or more and either begins before 10:45 a.m. or extends beyond 1:15 p.m. The immediate supervisor shall encourage employees to take their duty-free lunch break.
  2. Rest Break(s). An employee assigned to work four (4) consecutive hours or more per day shall receive a paid, scheduled and uninterrupted 10-minute rest break for each four-hour period of service.
- B. The Board may establish a workday of less than eight hours or a workweek of less than 40 hours for all or any of the classified positions.
- C. The District agrees to compensate bargaining unit members at the rate of one and one-half times the bargaining unit member's regular rate for all time worked when the District authorizes overtime in excess of the eight-hour workday or the 40-hour workweek. The District may require overtime of classified employees in the event of a designated "emergency." An "emergency" is defined as the effects of natural, manmade, or war-caused emergencies which result in conditions of disaster or in extreme peril of life, property, and resources is of paramount importance requiring the responsible efforts of unit members.
- D. Any bus driver who is called to work on a day when he/she is not scheduled to work will receive a minimum of one hour's work at his/her regular rate of pay.
- E. Any bus driver called back to work after completion of his/her regular work assignment will receive a minimum of two hour's work at his/her regular rate of pay

- F. Bus drivers assigned special trips, including but not limited to athletic events and field trips, who are required to remain on standby for the duration of the event for which the special trip is made, will be paid for all standby hours at their regular hourly rate of pay. Bus drivers on standby may be assigned other duties as needed.
- G. Bus drivers who hold a valid bus driver's certificate will be paid at their regular hourly rate for the ten hours of renewal training required by the State each year.
- H. The District will reimburse bus drivers who hold a valid bus certificate the cost of the renewal fee each time one is due.
- I. Working Out of Classification. The District shall ensure that work assigned to bargaining unit members is consistent with their job description. When unit members are assigned by an administrator to work in higher range positions for greater than twenty (30) minutes, they shall be paid for the entire period they are required to work out of classification at an additional \$10 per hour increase over their regular rate of pay. Employees will be required to fill out a timesheet reflecting the out of class assignment and timeframe worked.
- J. Additional Hours

Additional hours (extra time, overtime, compensatory time, etc.) shall be offered to unit members ahead of non-unit members. Offers shall be made in seniority order. For example, if additional hours are available, those hours are first offered to the most senior person able to perform the work. If they do not accept the additional hours, the second most senior person is offered the hours, etc. If no unit member is able or willing to work the additional hours, the District may offer the additional hours outside of the bargaining unit.

Additional hours shall be offered to employees to increase their hours to full-time (eight hours per day). Employees do not have the option of splitting additional hours offered (for example, 2 hours of additional work is offered, and the employee only wishes to work one). The District can split additional hours to increase an employee to full-time.

- K. Holiday Work

Any unit member who is called in to work on any paid holiday shall receive their normal salary plus one and one half time their regular rate of pay for time worked on that holiday.

**ARTICLE VII  
TRANSFERS/VACANCIES**

- A. A voluntary transfer is a transfer initiated by a bargaining unit member.
  - 1. Any bargaining unit member may request a transfer anytime.
  - 2. All requests will be filed in writing with the Superintendent or his designee.
  
- B. An involuntary transfer is a transfer initiated by the District.
  - 1. A bargaining unit member who is involuntarily transferred will be notified by the Superintendent or his designee.
  - 2. Prior to the District's initiating an involuntary transfer, a bargaining unit member may request to meet with the Superintendent or designee to discuss the transfer.
  
- C. Always, the District will determine when a vacancy exists and will be filled.
  - 1. Notice of all job vacancies within the bargaining unit will be posted on bulletin boards at each job site.
  - 2. Vacancies within the bargaining unit will normally be posted for a period of five days.
  - 3. The job vacancies will include but may be limited to job title, or brief description of the position and duties, the minimum qualifications required for the position, the number of hours per day, days per week and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy

**ARTICLE  
VIII LEAVES**

- A. Bereavement Leave. Every bargaining unit member will be granted necessary leave of absence with pay not to exceed five (5) days due to the death of any member of his/her immediate family. "Immediate family" means mother, father, grandmother, grandfather, or a grandchild of the bargaining unit member, or of the spouse/domestic partner of a bargaining unit member and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of a bargaining unit member, or any relative living in the immediate household of a bargaining unit member. This leave shall not be deducted from sick leave. Bereavement leave shall be used before personal necessity leave days are used for purposes allowed pursuant to the paragraph. This leave shall not be cumulative. Domestic partners shall have properly registered with the State of California and shall provide documentation upon request of the District.
- B. Jury Duty. Bargaining unit members may be absent from duty to serve as jurors or court witnesses pursuant to subpoena without loss of pay. Fees paid to the bargaining unit member for such purposes, excluding meals, travel, and parking expenses, will be endorsed to the District.
1. Bargaining unit members, upon being served notice for jury duty from officers of the court, must notify their immediate supervisor of such notice.
  2. Bargaining unit members are required to return to work during any day or portion thereof in which jury duty services are not required. The District may require verification of jury duty time prior to or subsequent to approving jury duty reimbursement.
- C. Military Leave. A bargaining unit member will be entitled to military leave as provided for in the Military and Veteran's Code.

- D. Illness or Injury Leave. Every bargaining unit member employed five days a week, 12 months per year, by the District will be entitled to 12 days of leave of absence for illness or injury with full pay for a fiscal year of service. The District shall provide each employee a written statement of accumulated and credited sick leave for the current school year by October 1 of each school year.
1. A bargaining unit member employed five days a week, who is employed for less than a full fiscal year, is entitled to that proportion of 12 days of leave of absence for illness or injury as the number of months he/she is employed bears to 12.
  2. A bargaining unit member who works less than eight hours a day will receive sick leave benefits on a prorated basis as the number of hours worked bears to eight.
  3. A bargaining unit member employed less than five days per week will be entitled, for a fiscal year of service, to that proportion of 12 days of leave of absence for illness or injury as the number of days he/she is employed per week bears to five.
  4. Pay for any day of such absence will be the same as the pay would have been received had the bargaining unit member served during the day of illness. Credit for leave of absence need not be accrued prior to taking such leave by the bargaining unit member, and such leave of absence may be taken anytime during the year. However, a new employee of the District will not be eligible to take more than six days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six months of active service with the District.
  5. If a bargaining unit member does not take the full amount of leave allowed in any year under this section, the amount not taken will be accumulated from year to year.
  6. For this section, pregnancy will be treated as an illness.
  7. The District may require a physician verification for any illness in which the employee will be absent from the employee's regularly scheduled workday for more than five days, or if a violation has been alleged, after one day.

E. Industrial Accident and Illness Leave.

1. A bargaining unit member will be entitled to an industrial accident or illness leave of up to 60 workdays in any one fiscal year for the same accident or illness. This leave will commence on the first day of absence and will not be accumulated from year to year, and when any leave overlaps a fiscal year, the employee will be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
2. Payment for wages lost on any day will not, when added to an award granted the bargaining unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day.
3. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave will then be used. If, however, a bargaining unit member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she will be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
4. Any time a bargaining unit member on industrial accident or illness leave is able to return to work, he/she will be reinstated in his/her original position where practicable and without suffering any loss of employment status or benefits.
5. Periods of leave of absence, paid or unpaid, will not be considered a break in service of the employee.
6. When all available leaves of absence, paid or unpaid, have been exhausted, and if the bargaining unit member is not medically able to assume the duties of his/her position, he/she will, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available during the 39-month period, that person will be employed in a vacant position in the class of his/her previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of funds, in which case that person will be listed according to appropriate seniority regulations.

7. Whenever possible, injuries will be reported within 24 hours to the business office on forms provided for this purpose.
  8. Whenever possible, serious accidents or accidents requiring immediate hospitalization should be reported immediately by phone to the business office.
- F. Entitlement to Other Sick Leave. When a bargaining unit member is absent from his/her duties on account of illness or injury for a period of five months or less, and when all other paid illness and injury leave has been exhausted, the amount deducted from the salary due him/her for any month in which the absence occurs will be one-half his/her normal rate, less any voluntary or required payroll deductions. No paid leave will be granted beyond this five-month period.
- G. Break in Service.
1. No absence under any paid leave provisions of this Article will be considered as a break in service for any bargaining unit member who is in paid status, and all benefits accruing under the provisions of this Agreement will continue to accrue under such absence.
  2. Time spent on an unpaid leave of absence will not be credited for employment status or benefits.
  3. If, at the conclusion of all paid or unpaid leaves of absence, a permanent bargaining unit member is still unable to resume the duties of his/her position, he/she will be placed on a reemployment list for a period of 39 months.
  4. Whenever a bargaining unit member has voluntarily resigned and within 39 months after the date of his/her resignation is reemployed in a position of similar duties and responsibilities, the break in service will be disregarded and he/she will regain all benefits accruing at the time of his/her resignation.

- H. Personal Necessity Leave. All bargaining unit members are entitled to use up to seven days of the number of sick days provided for bargaining unit members under Section D of this Article for purposes of personal necessity. Personal necessity leaves are allowable for the following reasons:
1. Death or serious illness of a member of the bargaining unit member's immediate family. (See definition for immediate family under Bereavement Leave.)
  2. Appearance in any court or before any administrative tribunal as litigant, party, or witness under subpoena or any order made with jurisdiction.
  3. As a result of an accident or illness involving an employee's person or property or the person or property of a member of the immediate family.
  4. Personal Necessity leave shall be granted to attend to situations which cannot be conducted at a time other than during regular duty days or a portion thereof.
  5. With prior approval three days of personal necessity may be used without setting forth the nature of the specific personal necessity involved.
  6. An employee may request and the District may at its discretion grant, a leave of up to three days for an emergency, without deduction from sick leave. The day(s) may be with or without pay, depending on the availability of a substitute.

Prior Authorization. Bargaining unit members will make a request to take personal necessity leave at least three days in advance of the day on which the personal necessity leave is intended, to be taken except in the case of numbers 1 and 3, or if the necessity involved is of such a character as to make it impossible to make such request three days in advance, in which case the request will be made as much in advance as possible. Leave requests shall be made on the District's "REQUEST FOR LEAVE AND PERMISSION TO ATTEND" form.

- I. Family Care and Medical Leave. The District will provide an employee, upon written request, Family Care and Medical Leave in accordance with paragraph I of this Article.
  1. Eligibility. All employees employed at least 10 or more months per year, as calculated by the first day of paid service, are eligible for leave in accordance with paragraph I of this Article.
  2. Leave of Absence. A leave of absence under paragraph I of this Article will be granted upon written request of an employee for the following conditions:
    - a. The employee's serious health condition, the serious health condition of a member of the employee's immediate family as defined under the provisions of this Article, the birth of a child of the employee, or placement of a child with the employee in connection with the adoption or foster care of a child by the employee.
    - b. "Serious health condition" is any illness, injury, or impairment, or physical or mental condition that either involves in-patient care in a hospital, hospice, or residential healthcare facility, or involves continuing treatment or supervision by a healthcare provider.
  3. Paid Leaves of Absence. An employee eligible for leave under this Article may substitute any accrued leave, paid or unpaid, under the leave section of this Agreement.
  4. Duration of Leave. Leave of absence under paragraph I of this Article may be as long as 12 work weeks or less in any one fiscal year.
  5. Benefits. Leave under paragraph I of this Article will not entitle the employee to health and welfare benefits for 12 work weeks unless the employee agrees to pay the District each month the required health and welfare premiums required by the insurance provider.
  6. No Break in Service. Leave under paragraph I of this Article will entitle the employee to continued accrual of all service-related rights of employment, specifically seniority, salary schedule advancement, longevity, and retirement credit (years of service).

7. Return to Work. Leave under paragraph I of this Article will terminate whenever the employee returns to continuous active service following written notice to the District as follows:
  - a. An employee returning from leave under paragraph I of this Article will be reinstated immediately to the position held by the employee at the commencement of the approved leave of absence. The notice must be provided, in writing, within 30 days prior to the employee's return to active service.
  - b. An employee who, while on leave under paragraph I of this Article, gives written notice of resignation or retirement will be deemed to have resigned or retired, as appropriate, on the next workday following expiration of the leave.
8. Procedures. Leaves under paragraph I of this Article will commence on the date indicated by the employee in the leave notice provided by the employee to the employee's supervisor.
  - a. The leave notice will specify the following information: The leave will be taken pursuant to the provisions of this Article, the date the leave is to commence, the anticipated pattern of leave use if the employee will not be absent continuously, whether the employee will substitute other leave for leave under this Article and, of so, how much paid leave, and the anticipated date of return to continuous active service, if known, to the employee within the 12- week period leave of absence.
  - b. Leave under paragraph I of this Article will terminate on the next business workday following the date indicated by the employee provided in the employee's return notice to the supervisor.
  - c. If the employee on leave of absence under paragraph I of this Article determines to return earlier than anticipated, the employee will be required to provide a written notice to the employee's immediate supervisor no fewer than 10 workdays before the revised date of return. The employee's immediate supervisor will consider the employee's written request for early return to return to work. In the event the employee's immediate supervisor does not grant the employee's request, the employee shall return to work upon the original date initially requested.

J General Unpaid Leaves of Absence.

1. The District may grant an unpaid leave for purposes other than those enumerated in this Article, which may include child rearing leave. Prior application and approval is required. The granting of such leaves shall be non-precedential under this paragraph. Leave of 11 days or more for compelling personal reasons shall require Board approval. Leaves of 10 days or less may be granted for compelling personal reasons by the Superintendent or the Superintendent's designee.

## **ARTICLE IX SALARY**

The Parties agree that the District shall implement the changes listed below in the following order:

1. The parties agree to address the discrepancies currently (as of June 2024) in the salary schedule such that a steady 5% is reflected between each step.
2. The parties agree to strike the first three rows of the current classified salary schedule, to subsequently move all classifications three ranges higher, and to then move all unit members to the left two columns, ensuring at least two years of additional step growth for all unit members.
3. The parties agree that the District shall increase each of the following classifications by one Range on the salary schedule: Lead Food Service, Paraeducator, Bilingual Clerk, Bilingual Clerk/Library Aid, Maintenance/Custodian/Utility, and Bus Driver.
4. The parties agree to the creation of a Nursing Stipend, wherein up to two unit members at SES and two unit members at SHS are eligible for the \$1500 per year stipend, provided they have been trained by the School Nurse to administer and/or assist in the administration of medicine.
5. The parties agree to the ongoing implementation of the previously agreed upon stipend for Paraprofessionals who work in the SDC classroom, and any other unit members who are required to daily toilet, diaper, or provide cleaning and lifting/transitioning assistance to students for bathroom use, in the amount of \$4,000 per school year.
  - A. If a supervisor needs to assign a different unit member to fulfill these responsibilities of the regularly assigned employee, that unit member shall receive a daily stipend of twenty (20) dollars above their regular salary.
  - B. Unit members assigned to a regular toilet, diaper, or provide cleaning and lifting/transitioning assistance to students for bathroom use shall receive training from the school nurse on appropriate hygiene practices.
6. The parties agree that the District shall implement a 4% on-schedule increase to the salary schedule for all unit members, effective July 1, 2024.

*See Appendix A*

7. The parties agree that the District will participate in the CSESAP Classified School Employee Summer Assistance Program beginning the 2025-2026 school year.

It is agreed that both parties shall review the newly revised 2024-2025 salary schedule and Classification Range Placement Chart prior to implementation. The parties agree that this shall conclude ARTICLE IX, SALARY negotiations for the duration of the terms of this Agreement, with the following provision: For the 2025-2026 school year, the Parties shall reopen salary negotiations only if the COLA is 4% or greater.

## RECLASSIFICATION

Employees requesting an individual reclassification must submit a request in writing on the approved district form to the District between August 1 and November 15 of every year. Such reclassification requests may not be filed earlier than two years since the date of their last requested reclassification review. Within thirty (30) days of the initial request, the Superintendent or designee will interview the employee who requested the reclassification and their direct supervisor. A desk audit may be conducted by the Superintendent or designee within sixty (60) days of the initial request.

All reclassifications shall be subject to negotiation between CSEA and the District, including but not limited to salary placement of new positions or classes of positions. Either party may propose a reclassification. No more than three classifications may be subject to a reclassification in any one fiscal year, unless this limitation is waived in writing by both parties. For the purposes of this article, Reclassification means the re-defining of a position to account for changes in technology, or duties or work that may alter the nature of the job. Should an employee be reclassified, their seniority/effective date in the new classification shall be the date their most recent request was originally received by the Personnel Office.

**ARTICLE X  
HEALTH AND WELFARE BENEFITS**

- A. The District contribution for each eligible bargaining unit member's health and welfare benefits shall be as follows: For the 2024-2025 Fiscal Years, the District contribution towards the health benefits package, consisting of medical, dental, and vision insurance, on behalf of each eligible full-time employee shall be increased to reflect the District contribution of 50% of the 2024-2025 SISC premium increase for the 2nd level SISC plan. This amount covers a 1.0 full-time equivalent (FTE).
- B. During the District's open enrollment period of no less than two weeks in duration, each eligible employee by annually select and enroll into one of the District's health and welfare benefits packages (Major medical, prescription, dental, behavior care, and vision) no later than June 30 of each year.
- C. In order to be "eligible" for the health and welfare benefits specified under the provisions of this Article, an employee must work a minimum of four hours (4) per day, five (5) days per week, ten (10) months per year.
- D. Any premium increase(s) above the monthly dollar amount contribution of the district for any plan selected by the employee will be paid tenthly by the employee through payroll deduction. The employee has the option of utilizing the District's section 125 plan (or similar plan allowed by the IRS) as a payroll deduction.
- E. In return for the provisions of fringe benefits and the payment of the premiums thereof, the District will be entitled to select the provider(s) of the above-specified benefits.
  - 1. There will be no change in provider(s) without prior notice to the Exclusive Representative and an opportunity for consultation.
  - 2. No change in provider(s) will constitute an increase of premiums to be paid by the bargaining unit member during the school year.
  - 3. Any change of provider(s) will provide benefits and administration substantially the same or better than the benefits currently in effect.

- F. The District agrees to provide the health and welfare benefits specified under the provisions of this Article and pay the following prorated portion of the insurance premium(s) for those bargaining unit employees who work an average of four (4) hours or more, but less than eight (8) hours per day, five (5) days per week, ten (10) or more months per year, provided the bargaining unit employee agrees to pay the remainder of the insurance premium(s) to the District for the selected plan.
1. 4 hours or more, District pays 50% of the District contribution provided to eight (8) hour employees.
  2. 5 hours or more, District pays 62.5% of the District contribution provided to eight (8) hour employees.
  3. 6 hours or more, District pays 75% of the District contribution provided to eight (8) hour employees.
  4. 7 hours or more, District pays 87.5% of the District contribution provided to eight (8) hour employees.
  5. 8 hours per day, District pays 100% of the District contribution provided to eight (8) hour employees.
- G. One (1) employees shall continue to receive full District contributions regardless of hours. The following one (2) employees were grandfathered in: Kelly Kuhnle.
- H. The District will convene a benefits committee when new plans must be selected and Shandon CSEA will be allowed two representatives on the committee.

**ARTICLE XI  
VACATIONS AND HOLIDAYS**

- A. Effective July 1, 2013, and after, member of the bargaining unit shall earn vacation on a daily basis prorated to the employee's FTE (Full-time equivalent) in accordance with the following schedule:

Years of Service	Days of Vacation(Based on Months Assigned Per Year)		
	10-Month	11-Month	12-Month
0-5	10	11	12
6-10	11	12	13
11-15	12	13	14
16-19	13	14	15
20 years or more	14	15	16

Should a bargaining unit member's monthly assignment be reduced, their vacation earning shall not be reduced from the previous assignment levels for one year(e.g. a 12-month employee is reduced to an 11-month assignment, they shall retain their former level of vacation earnings for one year from the effective date of reduction)

- B. In addition to the vacation entitlement provided to eligible full-time and part-time bargaining unit members pursuant to the provisions of this Article, all eligible full-time and part-time bargaining unit members who have five continuous years of paid service with the District will be entitled to one additional day of paid vacation per year at the bargaining unit members' regular hourly rate of pay.
- C. All bargaining unit employees working less than 12 months will take their vacations at the time the students are on vacation.
- D. Earned vacation will not become a vested right until completion of the initial six months of employment. Vacation may, with the prior approval of the District, be taken anytime during the school year.
- E. The District will grant all bargaining unit members 16 holidays at the regular rate of pay in addition to vacation.
- F. Employees and supervisors shall make reasonable efforts to schedule vacation days off in order to meet the requirements under this Section.

Under no circumstances shall any bargaining unit member ever lose any vacation earnings or stop earning vacation. Twelve month employees may elect to carry a maximum of one year of annual vacation days forward into the new fiscal year(e.g., a 12-month employee can carry 12 days forward). All 10 month and 11 month employees shall be paid their vacation balance by July 10 after the close of the previous fiscal year. Twelve month bargaining unit member shall be

paid at their current rate of pay for any unused vacation balance in excess of their annual vacation balance, or if they carried a year of vacation forward the prior year, two years of vacation balance. Such payment shall be paid out by July 10 each year.

- G. The District agrees to provide all bargaining unit members with the following paid holidays:

Legal Holidays

- Labor Day
- Admission Day - (or a day in lieu of Admission Day designated by the District)
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- New Year day
- Martin Luther King Jr. Day
- Lincoln's Day
- Washington's Day
- Memorial Day
- Juneteenth
- Independence Day

Local Holidays

- Friday following Thanksgiving Day
- Friday of Spring Vacation (designated by District)
- Christmas Eve
- New Year's Eve

- H. When a holiday falls on a Sunday, the succeeding workday will be observed as the holiday. When a holiday falls on a Saturday, the preceding workday will be deemed the holiday. For those bargaining unit members whose regular workweek is other than Monday through Friday, holidays falling on the regular days off will be treated in such a way that they are not penalized by loss of paid holidays.

- I. Bargaining unit members who are not normally assigned to duty during Christmas recess will be paid for the last workday before Christmas, Christmas Day, the last workday before New Year's Day, and New Year's Day, provided that they are in paid status during some portion of the workday of their normal assignment immediately preceding or succeeding the recess period.

**ARTICLE XII  
GRIEVANCE PROCEDURE**

- A. A "grievance" will mean an allegation that there has been a violation of an express provision (s) of this Agreement. The Exclusive Representative agrees that this procedure will be the sole means of adjudicating alleged violations of this Agreement and no other forum will be utilized prior to the completion of this procedure. No issues outside this Agreement may be subject to the grievance procedure.
- B. A "grievant" will mean a bargaining unit member who is covered by the terms of this Agreement who files a grievance. The Association may file a grievance on behalf of any member(s) of the bargaining unit.
- C. A "day" will mean a day when the District office is normally open for business.
- D. An "immediate supervisor" is the administrator or designee having immediate jurisdiction over a bargaining unit member.
- E. A bargaining unit member may elect to be represented by the Association at all formal levels of the grievance procedure and must inform the District in writing of such election prior to any meetings.
- F. A bargaining unit member may present a grievance to the District and have such grievance adjusted without the intervention of the Association so long as that grievance remedy does not change any of the terms and conditions of this or any Agreement reached between the District and the Association. In the event that a bargaining unit member files a grievance for themselves, they shall not be permitted to proceed to Formal Level Four without the prior approval of the Association.
- G. The bargaining unit member and a designated bargaining unit representative, if any, participating in the processing of the grievance will suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the Exclusive Representative.

- H. At all levels of the grievance procedure, the bargaining unit member will provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.
- I. Time limits may be extended or shortened by written mutual agreement of the bargaining unit member and the Employer. Failure of the bargaining unit member or the Exclusive Representative to adhere to the time limits of this Article will constitute a waiver of the grievance and acceptance of the District's action or decision at the appropriate level.
- J. Once a grievance has been initiated, all matters of dispute relating to it, which occurs during the processing of the grievance, will become a part of and be resolved in the grievance proceeding.
  - 1. No new information, statements, or charges may be introduced by the bargaining unit member in any level. The issue will be determined on the basis of one, and only one, set of facts and allegations.
  - 2. Once a grievance has been resolved, or a final decision rendered, the bargaining unit member will not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.
- K. No reprisal will be taken by either party against any participant in the grievance procedure. All written materials pertinent to a grievance, except decisions which affect the bargaining unit member's employment status, will be filed separately from the personnel file of the bargaining unit member or any participant.
- L. Until final disposition of the grievance takes place, the bargaining unit member will conform to the original directions of the District.
- M. Formal Level One. A bargaining unit member who believes that a violation of this Agreement may have occurred will discuss the matter with the immediate supervisor after filing a meeting request form within ten days of the alleged violation. The immediate supervisor will investigate the matter and will respond verbally within two days of the meeting.

N. Formal Level Two. Within ten (10) days of the response given at the informal level meeting, if the bargaining unit member (or Association if they are the party alleging a violation) is not satisfied with the response, they may file a written grievance form with the immediate supervisor.

1. The grievance will contain the following minimum information:
  - 2) The bargaining unit member's name.
  - 3) The date of the filing.
  - 4) The date of the alleged violation.
  - 5) The specific article(s) and/or section(s) of the Agreement which are claimed to have been violated.
  - 6) A brief description of the alleged violation.
  - 7) A brief synopsis of the informal conference.
  - 8) The specific relief requested.
2. Grievances not containing the minimum information will be rejected for being improperly filed and will not extend time limits if so rejected.
3. Within ten (10) days of receipt of the written grievance by the immediate supervisor, or within ten (10) days of a formal conference, if one is requested, a written decision shall be issued to the Grievant.

O. Formal Level Three. In the event the grievance is denied at Level Two or there is not a remedy that the Grievant finds satisfactory, The grievance may be moved to Level Three and filed with the Superintendent or designated representative within ten (10) days of the issuance of the Level Two denial or the deadline for the Level Two decision.

1. The filing will contain all materials utilized in the prior level, including decisions rendered, if any, and a specific and concise statement of the reason for the Level Three filing.
2. The Superintendent or designated representative will meet with the bargaining unit member within ten days of receipt of the grievance.
3. Within ten days of the meeting specified in paragraph 2 above, the Superintendent or designee will transmit a written decision to the bargaining unit member.

- P. Formal Level Four. If the grievance is not resolved at Formal Level Three, the grievant may appeal the decision of the Superintendent to the Governing Board. The filing of the appeal will contain all materials utilized in the prior level. The Governing Board will schedule the matter for a hearing to be held within 30 days after receipt of the appeal. Within 15 days after the hearing, the Governing Board will give its decision in writing to the grievant and the Association, which will be final. The grievant will not be deemed to have waived his/her right to judicial review in the use of this procedure.

### **ARTICLE XIII LAYOFF/ BUMPING**

A. Procedures for layoff notice and right to hearing are set forth in Ed Code section 45117.

B. Within a given classification, if two or more employees are subject to layoff, the determination as to who should be laid off first shall be made on the basis of seniority as established by the original hire date in the District. It is the District's responsibility to provide a seniority list to CSEA and employees involved. Upon request, the District will facilitate a meeting with affected employees.

## ARTICLE XIV CONCLUSION

- A. Completion of Negotiations. This Agreement and any appendix or addendum attached hereto represents complete collective bargaining and full agreement by the parties with respect to the mandatory subjects of bargaining enumerated in the Rodda Act which will prevail during the term hereof. Any matter or subject not herein covered has been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. This does not constitute a waiver of CSEA's right to negotiate mandatory subjects of bargaining.
- B. Past Practices. The specific provision of this Agreement will prevail over any past practice or procedure of the District.
1. Prior to the ratification of this Agreement, any past practice or procedure of the District was discretionary on the part of the District subject to Board policy or a previous contractual provision. In the absence of a specific provision in this Agreement, any past practice or procedure is agreed to continue to be discretionary on the part of the District.
  2. When references are made to statutes (e.g., Education Code), such references are informational only and do not subject the provision of such statutes to the grievance processes of this Agreement.
- C. Management Retained Rights. It is agreed and understood that the District retains the rights, powers, prerogatives, privileges, duties, and authority vested in it by the state and federal laws and regulations and District policies to manage, control, and direct the operations and affairs of the District.
1. For purposes of illustration only and not for purposes of limitation, these rights include, without limiting the generality of the foregoing, the right to:
    - a. The executive management organization and administrative control of the District and its properties and facilities;
    - b. Determine the number and kinds of personnel required in order to maintain the efficiency of District operations;
    - c. Direct the work of its employees and bargaining unit members

- d. Hire all employees and bargaining unit members, determine their qualifications and the condition for their continued employment, and discipline, dismiss, demote, promote, assign, and transfer all such employees and bargaining unit members;
- e. Establish educational policies, goals, and objectives;
- f. Insure the rights and educational opportunities of students;
- g. Establish budget procedures and determine budgetary allocations;
- h. Determine methods of raising revenue.

The exercise of the foregoing rights, powers, prerogatives, privileges duties, and authority by the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific terms of this Agreement.

- D. Severability. In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement will remain in full force and effect.
- E. Continuation of Economic Benefits. Upon expiration of this Agreement or of any interim salary or fringe benefit payment article, bargaining unit members who are reemployed for the following year will be paid the same salary as for the final (or interim) year of the Agreement until such time as a new Agreement is ratified by the parties or the duty to bargain has been completed. Dollar amounts specified herein for the payment of fringe benefits will be the same pursuant to this paragraph.
- F. Work Continuation. It is agreed and understood that strikes, work stoppages, "sick-in," slow-downs, picketing in furtherance of a strike, work stoppage, etc., and the failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties are contrary to the letter and spirit of this Agreement. The Exclusive Representative agrees that neither it nor its members nor non-affiliated bargaining unit members will encourage, condone, participate in, or otherwise support any such strike, work stoppage, etc., and failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties.

1. The Exclusive Representative recognizes its duty and obligation under law to comply with the provisions of this Agreement and will guarantee the full and faithful performance of this Agreement. In the event of any strike, work stoppage, or other interference with the operation of the District, the Exclusive Representative agrees that it will publicly disclaim the activity and take such other steps as deemed necessary to cause participating bargaining unit members to cease their activity.
2. It is understood that should this Article be violated, the District will be entitled unilaterally to terminate any and all provisions of this Agreement relating to the Exclusive Representative. Further, the District may, at its sole option, withdraw any rights, privileges, or service provided for in this the Agreement from any bargaining unit members and impose penalties up to and including dismissal for participating in the prescribed activities.

G. Duration of Agreement. This Agreement shall be in full force and effect from July 1, 2024 through June 30, 2026. For the 2025-26 Fiscal year, the parties shall reopen negotiations on Article IX (Salary) only if the COLA is 4% or greater, Article X, Health and Welfare Benefits, and shall have the right to one (1) additional contract Article each. The agreement shall remain in full force and effect beyond the stated expiration date from day to day until such time as a new or modified agreement is ratified by both parties.

This Tentative Agreement is contingent upon approval of the District Governing Board and CSEA Policy 610.

\_\_\_\_\_  
 Kristina Benson, Ed. D. SJUSD Superintendent

DATE: \_\_\_\_\_

\_\_\_\_\_  
 Martha Soto, CSEA Chapter 225 President

DATE: \_\_\_\_\_

\_\_\_\_\_  
 Otilia Rendon, CSEA Chapter 225 Negotiating Committee

DATE: \_\_\_\_\_

\_\_\_\_\_  
 Samuel Ogren, CSEA Labor Relations Representative

DATE: \_\_\_\_\_

1. The Exclusive Representative recognizes its duty and obligation under law to comply with the provisions of this Agreement and will guarantee the full and faithful performance of this Agreement. In the event of any strike, work stoppage, or other interference with the operation of the District, the Exclusive Representative agrees that it will publicly disclaim the activity and take such other steps as deemed necessary to cause participating bargaining unit members to cease their activity.
2. It is understood that should this Article be violated, the District will be entitled unilaterally to terminate any and all provisions of this Agreement relating to the Exclusive Representative. Further, the District may, at its sole option, withdraw any rights, privileges, or service provided for in this the Agreement from any bargaining unit members and impose penalties up to and including dismissal for participating in the prescribed activities.

G. Duration of Agreement. This Agreement shall be in full force and effect from July 1, 2024 through June 30, 2026. For the 2025-26 Fiscal year, the parties shall reopen negotiations on Article IX (Salary) only if the COLA is 4% or greater, Article X, Health and Welfare Benefits, and shall have the right to one (1) additional contract Article each. The agreement shall remain in full force and effect beyond the stated expiration date from day to day until such time as a new or modified agreement is ratified by both parties.

This Tentative Agreement is contingent upon approval of the District Governing Board and CSEA Policy 610.

  
 Kristina Benson, Ed. D., SJUSD Superintendent

DATE: 12-16-24

  
 Martha Soto, CSEA Chapter 225 President

DATE: 12/13/24

  
 Otilia Rendon, CSEA Chapter 225 Negotiating Committee

DATE: 12/13/2024

  
 Samuel Ogren, CSEA Labor Relations Representative

DATE: 12/13/24



## APPENDIX A

When either party seeks to affect a reclassification, they shall submit to the other party the following data when specific changes of duties are being alleged:

1. A cover letter stating an overview of the request;
2. The class of position to be reclassified;
3. the existing job description and salary placement;
4. the proposed job description and salary placement;
5. Employee(s) affected by the proposal and the proposed disposition of same;
6. the basis for the reclassification;
7. the employee may request a letter from the employee's supervisor stating their recommendation and reasons for such recommendation regarding the request.

The other party shall have thirty (30) working days from the date of the receipt of the reclassification proposal to respond. It may:

- A. Advise the it approves the proposal; or
- B. Call for a consultation session before referring the matter to the bargaining teams for negotiation, and possible desk audit.

