

MASTER CONTRACT

Between

CINNABAR SCHOOL DISTRICT

and

**CALIFORNIA EMPLOYEES ASSOCIATION
CHAPTER 809
CINNABAR CLASSIFIED EMPLOYEES**

July 1, 2021 – June 30, 2024

TABLE OF CONTENTS

<u>Article/Title</u>	<u>Page</u>
1 Preamble	1
2 Recognition.....	2
3 Negotiations.....	3
4 Holidays.....	4
5 Vacation.....	5
6 Leaves.....	7
7 Health and Welfare Benefits	12
8 Association Rights.....	13
9 Grievance Procedure	17
10 Discipline.....	20
11 Evaluation.....	24
12 Hours	25
13 Transfers and Promotion	26
14 Layoffs.....	28
15 Compensation.....	30
16 No Discrimination	31
17 Retirement	31
18 Completion of Meet and Negotiations	32
19 Duration and Reopeners	33
20 Miscellaneous.....	34
Appendix A Current Classified Salary Schedule	35
Appendix B 2022-2023 Classified Salary Schedule.....	36

ARTICLE 1

PREAMBLE

The Articles and Provisions contained herein constitute a bilateral and binding agreement by and between the Governing Board of the Cinnabar School District (“District”) and the California School Employees Association Chapter 809, an employee organization (“Association”), together, “Parties”. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).

ARTICLE 2

RECOGNITION

- 2.1 The District recognizes CSEA as the exclusive representative for all classified employees excluding all supervisory, certificated, management, and confidential employees and legally excluded classifications.

ARTICLE 3

NEGOTIATIONS

3.1 Notification and Public Notice

If either party desires to alter or amend this Agreement, it shall provide notice by April 15th to the other party that it desires to reopen negotiations and will be providing a written proposal for the next regular board meeting.

3.2 Commencement of Negotiations

Following completion of the public notice requirements, and not later than thirty (30) days following public presentation of the initial proposal, or as mutually agreed, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

3.3 Release Time for Negotiations

Association shall have the right to designate no more than two (2) chapter unit members, with up to three (3) on specific topics with appropriate notice to District, who shall be given reasonable paid release time to participate in negotiations.

3.4 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.

3.5 Support of Agreement

The District and the Association agree to support this Agreement for its term and will not seek changes or improvement in any matter subject to the meet and negotiation process except as by mutual agreement of the District and the Association.

ARTICLE 4

HOLIDAYS

- 4.1 Entitled to if in paid status day prior or day following.
1. New Year's Day
 2. Martin Luther King's Birthday
 3. Lincoln's Birthday
 4. Washington Birthday
 5. Memorial Day
 6. Juneteenth
 7. Independence Day
 8. Labor Day
 9. Veteran's Day
 10. Thanksgiving Day
 11. Day after Thanksgiving (in lieu of Admission Day)
 12. Christmas Day
- 4.2 Every day appointed or proclaimed by the President of the United States or the Governor of this State as a day of public fast, thanksgiving or holiday shall be a holiday for classified unit members.
- 4.3 When a holiday falls on a Sunday, the following workday not a paid holiday shall be deemed the paid holiday. When a holiday falls on a Saturday the preceding workday not a paid holiday shall be deemed the paid holiday.

ARTICLE 5

VACATION

- 5.1 Eligibility – All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis: July 1 to June 30.
- 5.2 Paid Vacation – Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Payment for vacation days for regular employees paid hourly are to be paid in the fiscal year in which it is earned.
- 5.3 Accumulation – Vacations with pay are earned by all employees. Each classified employee rated as a permanent employee will earn during each fiscal year vacation privileges according to the following schedule (vacation is prorated for employees working less than twelve (12) months:
- 5.3.1 Beginning with the first year of service -- One (1.0) day for each month worked.
 - 5.3.2 Beginning with the eleventh year of service – One and a quarter (1.25) days for each month worked.
- The District will make every reasonable effort to accommodate the employee's preferred vacation dates. Employees may be granted vacation only for vacation earned. Vacation does not become a vested right until completion of six (6) months of service. In the event of termination of employment, the cost of vacation taken which has not yet been earned will be deducted from the final paycheck.
- 5.4 Vacation Pay – Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received if he/she been in a working status.
- 5.5 Vacation Pay upon Resignation/Termination – When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all pay earned to and including the effective date of the termination.
- 5.6 Vacation Postponement – If the employee is sick when his/her vacation is due to start, he/she may request that the vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled. If the vacation is not rescheduled it shall be carried over into the following year.
- 5.7 If for any reason a bargaining unit employee is not permitted by the employer to take all or part of his/her vacation, the amount not taken shall be accumulated for use in the following year.

- 5.8 Holidays – When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day’s vacation and pay for each holiday falling within that period, if the holiday falls within the unit member’s work year.
- 5.9 School Year Employees – School year employees are expected to avoid taking vacation while school is in session. School year employees shall request vacation in written form. Vacation may be granted to classified employees by the Superintendent/Principal. If there is any conflict between employees as to when vacation will be taken, the employee with the greatest seniority shall be given his/her preference.

ARTICLE 6

LEAVES

6.1 Definitions

6.1.1 “Paid Leave of Absence” means that a classified unit member shall be returned to the same position.

- a. Receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits.
- b. Return to the same step assignment, which the classified unit member held immediately, preceding the commencement of the leave
- c. Receive credit for annual salary increments provided during the leave.

6.1.2 “Unpaid Leave of Absence” means that a classified unit member shall be returned to the same position(s) and step assignment which the unit member held immediately preceding the commencement of the leave.

- a. No wages or benefits will be received while on Unpaid Leave.
- b. No credit for annual salary increments will be provided during the leave.

6.1.3 Family Member

For purposes of paid sick leave as set forth in this Article 6, family member shall mean, unless otherwise specified, the biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; the biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

6.2 Industrial Accident and Illness Leave

6.2.1 Maximum allowable shall be sixty (60) working days per fiscal year for the same accident.

6.2.2 Allowable leave shall not be accumulative from year to year.

6.2.3 Industrial accident or illness leave will commence on the first day of absence.

6.2.4 Payment for wages lost on any one day shall not, when added to an award granted the unit member under the worker’s compensation laws of this state, exceed the normal wage for the day.

- 6.2.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 6.2.6 When an accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.

6.3 Sick Leave

6.3.1 All Classified unit members shall accumulate one (1) day of sick leave of the same length as their normal work day for each month worked. Unit members employed less than a full fiscal year or less than five days per week shall accrue sick leave on a prorated basis. A new unit member shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled, until the first day of the calendar month after completion of six (6) months of active service with the District.

6.3.2 Sick leave may only be used for purposes authorized by law, including the following:

- a. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member.
- b. For an employee who is a victim of domestic violence, sexual assault, or stalking, to take time off for the following:
 - (A) To obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of the employee or the employee's child, such as a temporary restraining order, restraining order, or other injunctive relief;
 - (B) To seek medical attention, obtain services from a shelter, program, or rape crisis center;
 - (C) To obtain psychological counseling;
 - (D) To participate in safety planning; or
 - (E) To take other actions to increase safety from future incidents.

6.3.3 Sick leave used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's family member is not to exceed the amount normally accrued by the employee in a six-month period unless special circumstances are approved by the Superintendent/Principal or as otherwise authorized by law. (Labor Code 233)

6.3.4 During sick leave, the unit member's normal pay will continue.

6.3.5 Unused sick leave shall accrue from school year to school year.

6.3.6 When a unit member is absent from his/her duties on account of illness or accident for a period of five months or less, and all paid leave has been exhausted, the amount paid the unit member, if a substitute is hired, shall be the difference in the unit member's current salary and the substitute salary. (Substitute salary not to exceed step 2) The five month working day period shall begin on the first day of the illness or accident and will run concurrently with any paid leave the unit member has available.

6.4 Catastrophic Leave

A catastrophic leave program will be established, which permits unit members to donate sick leave days to another unit member when that unit member or a member of his/her immediate family suffers from a catastrophic illness or injury if prescribed conditions are met.

"Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates an immediate member of the unit member's family which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave and other paid time off.

6.4.1 The unit member who is, or whose immediate family member is, suffering from a catastrophic illness or injury requests that sick leave be donated and provides a physician's verification of catastrophic injury or illness.

6.4.2 The unit member has exhausted all accrued sick leave credits.

6.4.3 If the transfer of eligible sick leave is approved by the school district, any unit member may, upon written notice to the District, donate eligible leave credits up to one (1) day. The recipient may receive no more than the equivalent of twenty (20) of the recipient's days of catastrophic leave.

6.4.4 A day shall be defined as the number of hours the donor or recipient works during their normal workday. Example: A four (4) hour per day unit member would be eligible to receive 80 hours of catastrophic leave.

6.4.5 To ensure that unit members retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than twenty (20) days.

6.5 Pregnancy Disability Leave

- 6.5.1 Any period of actual physical disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be treated as any other disability, and any accrued sick leave or other salary continuance benefits shall be available to the employee.
- 6.5.2 Unit members absent as result of pregnancy disability shall have the option of either receiving or not receiving paid sick leave during the period of this disability.
- 6.5.3 A unit member whose pregnancy has been verified shall report her condition to her supervisor not later than ninety (90) days prior to the expected delivery date, and indicate her possible plans if she intends to request a leave of absence other than that of temporary disability due to pregnancy, miscarriage, childbirth, or recovery there from.
- 6.5.4 The length of the Pregnancy Disability Leave of Absence, including the date on which the leave shall commence and the projected date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician and notification provided to the District concerning such dates.
- 6.5.5 The unit member shall, upon request, submit a statement from her physician certifying that she is medically released to resume assigned duties and responsibilities.

6.6 Parental Leave

If eligible, a unit member may take Parental Leave pursuant to Education Code Section 45196.1 for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. During Parental Leave, the unit member shall be entitled to twelve (12) workweeks of leave in a twelve (12) month period as follows:

- 6.6.1 All full-time and part-time employees who have been employed for twelve (12) months are entitled to utilize Parental Leave. There is no threshold number of hours that employees must work to be eligible.
- 6.6.2 The unit member shall be paid his/her full wages to the extent he/she has sick leave, vacation or other applicable paid time off. Upon exhaustion of such available paid leaves, the unit member shall be compensated at a rate equal to the unit member's current salary as per Article 6.5.6 for the remainder of the 12 work week period.
- 6.6.3 Paid Parental Leave under this section runs concurrently with the California Family Rights Act (CFRA) and the Federal Family and

Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.

- 6.6.4 The unit member is subject to transfer and/or reassignment on the same basis as other unit members while on parental leave.
 - 6.6.5 During the twelve (12) workweeks of an approved parental leave, the unit member shall be entitled to continue all medical insurance coverage (health, dental, vision) at the same level and under the same conditions as coverage would have been provided if the employee had not taken the parental leave.
 - 6.6.6 No later than three (3) weeks before the end of an approved parental leave, the unit member shall notify the District Office in writing of the following:
 - a. Intent to return to duties at the expiration of the leave; or
 - b. Their resignation and effective date; or
 - c. A request for extension of unpaid leave.
 - 6.6.7 Any extension beyond the twelve (12) workweeks of parental leave provided above will be granted at the sole discretion of the Board and shall be unpaid. The period of the leave shall not exceed one (1) year.
- 6.7 Bereavement Leave
- Every classified unit member shall be entitled to three (3) days of paid leave of absence, or five (5) days if more than 300 miles or out of state travel is required, on account of the death of any member of the unit member's immediate family. This leave shall not be deducted from sick leave.
- 6.8 Personal Necessity Days
- 6.8.1 Short-term paid leave of absence shall be granted for the following purposes when substantiated to the satisfaction of the Superintendent and charged to sick leave for a maximum of seven (7) days per school year.
 - 6.8.2 Death of a member of the immediate family when leave is needed beyond that provided in Article 6.11 above (Bereavement Leave).
 - 6.8.3 Accident or illness involving his/her person or property or the person or property of the unit member's immediate family.
 - 6.8.4 Appearance in court or any administrative tribunal as a litigant, party or witness under subpoena or under any order made with jurisdiction.

6.8.5 To attend the funeral of a dear friend within one hundred (100) miles.

6.8.6 Classified unit members shall be entitled to two(2) days of paid leave each school year charged against the unit member's sick leave to observe a recognized religious holiday or holidays of his/her faith.

6.8.7 Each unit member shall be entitled to use two (2) days of his/her sick leave allotment during each school year without providing reason.

6.9 Unpaid Leave of Absence

6.9.1 An unpaid leave for up to ten (10) working days may be granted at the discretion of the Superintendent/Principal.

6.9.2 An unpaid leave for more than ten (10) working days may be submitted to the Board for consideration. It is up to the sole discretion of the Board as to whether such a leave will be granted.

6.10 Jury Leave

A classified unit member shall be granted paid leave of absence when summoned to serve on Jury Duty. Any fee exclusive of expense fees paid, up to the amount of the unit member's salary during the time of such duty, shall be remitted to the District.

6.11 Military Leave

Unit members who are members of any reserve corps of the armed forces of the United States or of the National Guard, or who are inducted, enlisted or are otherwise ordered to active duty shall be granted such leave and military pay as is provided by law.

6.12 Reporting of Absences

If it is necessary for a unit member to be absent from duty for any reason, the unit member shall, the evening before or as early as possible on the morning of his/her work day, telephone the School Secretary and report the absence. The designated person will prepare appropriate records to be kept in each unit member's personnel file.

ARTICLE 7

HEALTH AND WELFARE BENEFITS

7.1 Health and welfare benefits shall be made available to full time unit members.

- 7.1.1 All members shall have the opportunity to participate in the Cinnabar Elementary School District health plan(s) at their own expense if allowed by the provider.
- 7.2 The District and CSEA shall mutually agree on the medical benefit plans available.
- A dental plan for unit members shall be mutually agreed to by the District and CSEA.
- A vision plan for unit members shall be mutually agreed to by the District and CSEA.
- 7.3 Benefit Plan Continuation – Subject to carrier approval, retirees may remain in the medical and dental plans by paying the necessary premiums.
- 7.4 The District's Contribution – The District shall contribute \$800.00 per full time unit member, per month for health, dental, and vision insurance. Excess cost of plans to be paid by the employee.

ARTICLE 8

ASSOCIATION RIGHTS

- 8.1 Union representatives shall have the following rights in addition to the rights contained in any other portion of this Agreement, and/or applicable statute.
- 8.2 The right of access during the workday to areas in which unit members work, when such access will not interfere with the assigned duties of the unit member.
- 8.3 The right to use, without charge institutional bulletin boards, mailboxes, the use of the District mail system, school equipment, buildings and facilities, when not otherwise being utilized by the District.
- 8.4 The right to receive one (1) copy of the Board packet and all attachments that goes to Board Members and any budget or financial material submitted to the Governing Board.
- 8.5 Association representatives shall be provided reasonable paid release time for conducting business pertinent to Union affairs. Union representatives must notify the District before the days are used.
- 8.6 Notice, for the purposes of this Agreement shall be in writing to the designated chapter representative and assigned staff representative.
- 8.7 Organizational Security

8.7.1 Membership and Dues Deduction:

8.7.1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.

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

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

8.7.2 Dues Deduction:

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

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

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

8.7.2.4 There shall be no charge by the employer to CSEA for deductions.

8.7.3 Membership Information

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

8.7.4 Hold Harmless Provision:

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

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

8.7.5 AB 119 Procedures

8.7.5.1 Employee Information

a) Provide CSEA with New Hire Contact Information: On the last workday of each month, the District shall provide to a CSEA the following information on any new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District

The information shall be provided electronically via a mutually agreeable secure format and shall include the following items to the extent they are on file with the District, 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 (including 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. Birth date;
- xviii. Employee ID;
- xix. Hire date.

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.

b) Provide CSEA with Periodic Update of Unit Member Contact Information: The District shall provide CSEA, via a mutually agreeable secure method, all bargaining unit member names and contact information on the last working day of September, January, and May. The specific employee information submitted shall be all the information described in Section 8.7.5.1(a).

8.7.5.2 New Employee Orientation

a) Definition of New Employee Orientation: “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) Provide CSEA with Access to New Employee Orientations: 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 reasonable foreseeable.

c) CSEA shall have a minimum of fifteen (15) minutes and a maximum of one (1) hour of paid release time for one (1) CSEA representatives to conduct the orientation session after the regularly scheduled classified weekly meetings, typically held every Thursday. The District will notify the CSEA Chapter President of any new employees hired and whether they will be in attendance. If an employee is unable to attend the weekly meeting, or no weekly meeting is held, CSEA and the District may mutually schedule an orientation for the employee during their workday.

d.) 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.

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

f.) During CSEA’s orientation session, no District manager or supervisor or non-unit employee shall be present.

g.) The District retains the discretion to determine, on a case by case basis, how specific newly hired employees shall receive the District’s new employee orientation.

8.7.5.3 Grievance and Arbitration Procedure

In the event that the District does not adhere to the requirements of this Article, CSEA shall provide the District with then (10) work days’ notice and an opportunity to comply with the Article requirements. Only after the ten (10) day period has elapsed may CSEA file a grievance through the grievance provisions of the Collective Bargaining Agreement. For the purposes of this Agreement, the “Grievant” shall only be CSEA and its Chapter #809. No single employee or group of employees may grieve these procedures, unless they are authorized representatives of CSEA and its Chapter #809 and grieving on behalf of the union.

8.7.5.4 Duration of Agreement

a) Term: These procedures shall remain in effect and be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1 of its desire to modify the agreement.

ARTICLE 9

GRIEVANCE

9.1 Definitions

9.1.1 For the purpose of this Agreement, “grievance” means a claim by the Association or a unit member that there has been a misinterpretation, misapplication, claim of breach, or violation of this Agreement.

9.1.2 A “day” is any day in which the central administrative office of the District is open for business, excluding Winter break, Spring break and Summer recess for instructional year employees.

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

9.1.4 A “grievant” is a member of the bargaining unit or the Union.

9.2 Informal Level

Before filing a form of written grievance, the grievant shall attempt to resolve it by informal conference with his/her immediate supervisor within ten (10) days after the occurrence of the act or omission giving rise to the grievance.

9.3 Level I

If the matter is not settled at the informal level, the grievant, within ten (10) days after the Informal Level meeting, must present his/her grievance in writing to his/her principal. The statement shall be clear concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedies sought.

The principal shall communicate his/her decision to the employee, in writing, within ten (10) days after receiving the written grievance. If the principal does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference.

9.4 Level II

In event the grievant is not satisfied with the decision at Level I, the grievant may, within ten (10) days of the Level I decision, appeal to Level II. This Level will provide mediation to assist in resolving the grievance. A state mediator or other representative from the State Mediation and Conciliation Service shall be used at no cost to either party.

9.5 Level III

Should the grievant or District be dissatisfied with Level II mediation, the grievant or District may appeal to the Board of Trustees. The Board shall take action on or before its next regularly scheduled meeting. The Board's decision shall be final and binding and shall be relayed to the affected parties within five (5) days of the Board action.

9.6 Miscellaneous

9.6.1 No administrator shall be required, within a five (5) day period, to handle more than one (1) grievance. If more than one (1) grievance is pending during these time limitations, time limits imposed on the employee shall be extended correspondingly.

9.6.2 Since it is important that the grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

9.6.3 In the event the grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year, or as soon as practicable.

9.6.4 All documents, communications, and records dealing with the processing of a grievant's file will not be kept in the personnel file of any of the participants.

9.6.5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the Board of Trustees.

- 9.6.6 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association, or any participant in the grievance procedure by reason of such participation.
- 9.6.7 A unit member may be represented in the grievance procedure, beginning at Level I, by himself or herself, or at his/her option, by a representative selected by the Association.
- 9.6.8 Any employee may at any time present grievances to the District and have such grievance adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the District shall not agree to a resolution of grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

ARTICLE 10

DISCIPLINE

10.1 Probationary Period

10.1.1 Classified unit members shall serve a period of probation, which shall be six (6) months in duration.

10.1.2 During the probationary period, a classified unit member may be released without cause.

10.2 Permanent Classified Unit Members – Discipline & Dismissal

10.2.1 Discipline shall be imposed on a permanent member of the classified bargaining unit only for just cause and pursuant to this Article. No disciplinary action shall be taken for any cause, which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the employing District. A permanent unit member is one who has completed an initial probationary period of six (6) months beyond the initial date of employment by the District and is referred to in this procedure as a “unit member.”

10.2.2 Disciplinary action will be taken only after his/her immediate supervisor and/or Superintendent regarding unsatisfactory actions or lack of action has counseled the unit member.

10.3 Letter of Reprimand

A reprimand or warning notice relating to action or lack of action may be placed in a unit member’s personnel file. The unit member shall be provided a copy and a notice of opportunity to reply. The unit member must be given at least ten (10) work days to reply before the document is placed in his/her personnel file. The unit member’s written comments/response, if any, must be attached to the reprimand or warning notice.

10.4 Types of Disciplinary Action

10.4.1 Demotion: A unit member may be demoted to a lower salary classification for cause and in accordance with this procedure.

10.4.2 Suspension: A unit member may be suspended for cause and in accordance with this procedure, for a period of up to thirty (30) days without pay.

10.4.3 Dismissal: A unit member may be dismissed for cause and in accordance with this procedure.

10.5 In Writing

Since disciplinary action is a very serious matter, cause shall be determined to exist if evidence has been submitted in writing to the unit member and the unit member's supervisor. Unsubstantiated hearsay or verbal complaints shall not be considered as evidence of cause.

10.6 Disciplinary Causes

In addition to any disqualifying or actionable cause otherwise provided for by statute or by policy or regulation of the District, each of the following constitutes cause for personnel action against a permanent classified employee.

10.6.1 Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

10.6.2 Incompetence

10.6.3 Inefficiency

10.6.4 Neglect of duty

10.6.5 Insubordination

10.6.6 Dishonesty

10.6.7 Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employee associate with him/her.

10.6.8 Possession, sale or otherwise furnishing any controlled substances defined in the Health and Safety Code at work, or being under the influence of a controlled substances at work or in such close time proximity thereto as to cause a detrimental effect upon the employee or upon employees associated with him/her.

10.6.9 Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties or responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

- 10.6.10 Absence without authorized leave or repeated unexcused tardiness or absences.
- 10.6.11 Disorderly or Immoral conduct.
- 10.6.12 Discourteous treatment of the public, students or other employees.
- 10.6.13 Improper political activity.
- 10.6.14 Willful disobedience.
- 10.6.15 Misuse of district property.
- 10.6.16 Violation of district or board rule, policy or procedure.
- 10.6.17 Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's class specification, or otherwise necessary for the employee to perform the duties of the position.
- 10.6.18 Refusal to take and subscribe any oath or affirmation, which is required by law in connection with his/her employment.
- 10.6.19 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age against the public or other employees while acting in the capacity of a district employee.

Except as defined in sections above, no personnel action shall be taken for any cause which arose prior to the employee's becoming permanent, nor any cause which arose more than two (2) years preceding the date of 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 would have disclosed the facts to the District.

10.7 Recommendation of Disciplinary Action: Notice

The Superintendent shall recommend disciplinary action to be taken against a permanent classified unit member to the Board of Trustees. The unit member shall be entitled to a hearing before the Board of trustees prior to imposition of disciplinary action by the Board. The hearing shall be held within a reasonable period of time, but not less than five (5) work days after the filing of a request for a hearing. The Superintendent shall serve written notice on the unit member, either by personal service or by certified mail. Said notice shall contain the following:

- 10.7.1 A statement of the specific charges against the unit member including:

- a. A statement in ordinary and concise language of the specific acts and/or omissions upon which the disciplinary action is based; and
- b. A statement of the cause for the recommended disciplinary action. If it is claimed that the unit member has violated a District regulation or order, that regulation or order must be set forth.

10.7.2 A statement of the disciplinary action which is being recommended.

10.7.3 A statement of the unit member's right to a hearing on the charges and to be represented at such hearing by a representative of his/her choice;

10.7.4 The right to have such hearing conducted in open or closed session;

10.7.5 A statement of the time within which the unit member may request a hearing which shall not be more than five (5) work days after service of the notice to the unit member. This notice shall be effective upon personal service or deposit with the United States Postal Service. The notice shall be accompanied by a form which, when returned to the unit member, shall constitute a demand for a hearing and a denial of all charges. Failure to request a hearing in writing within the specified time shall be deemed to be a wavier of the right of hearing.

10.8 Access to Material

The unit member or his/her authorized representative may, upon request, have copies of the material upon which the charges are based.

10.9 Hearing before Governing Board

10.9.1 The Governing Board shall conduct the hearing.

10.9.2 A representative chosen by the unit member may represent the unit member at the hearing.

10.9.3 The hearing shall be in closed session unless the unit member requests a public hearing.

10.9.4 The unit member shall have the right to personally appear and testify, to call, or through a representative call witnesses, examine and cross-examine. Witnesses shall be called individually and excused after testifying, if so requested by the unit member.

10.10 Results of Hearing, Decision

10.10.1 The Board shall render a decision as soon as possible after the hearing is completed and adopt it at that meeting or the next meeting.

10.10.2 A copy of the written decision by the Board shall be sent to the unit member and his/her representative no later than five (5) work days after it is adopted. The decision shall include findings of fact and determination of issues by the Board of Trustees.

10.11 Suspension with Pay

In cases of dismissal and/or where it is felt that district personnel, students, district property or the public are endangered, the Superintendent may suspend a unit member with pay by giving a written notice to the unit member and to CSEA prior to a hearing being held. However, the procedure for notice, hearing, etc., as provided in this Article shall be followed. The unit member shall remain in paid status until a final decision has been made which may include disciplinary action or reinstatement to the position held prior to the suspension.

ARTICLE 11

Z

EVALUATION

11.1 The District completes formal evaluations for all permanent employees annually using the Board approved evaluation instrument. A follow up evaluation within six (6) months of the negative evaluation will be completed. Such salary advancement will be effective upon the first of the month in which the recommendation is made.

11.2 The District may evaluate probationary employees at any time during the employee's probationary period. A formal evaluation shall take place no later than the end of the fourth (4) month. The probationary period is the first six (6) months of employment.

11.3 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.

11.4 No derogatory information shall be placed in the personnel file unless and until the employee has seen such information and had the opportunity to respond. An employee shall have a right to have his/her written comments attached to any derogatory materials.

11.5 An employee shall have the right, at any time, without loss of pay to examine and/or obtain copies of any material from the employee's personnel file.

ARTICLE 12

HOURS

12.1 Work Day

The regular work week of a full time unit member shall be forty (40) hours, and the regular workday shall be eight (8) hours. The work week shall consist of five (5) consecutive days, Monday through Friday.

12.1.1 Child Care Assistants shall generally work a minimum of ten (10) hours per week up to twenty (20) hours per week. The schedules may be flexible and shall be provided to the employees no later than the first Tuesday of each month.

12.2 Lunch Period

The length of time for lunch periods for unit members working more than five (5) hours in a day shall be no longer than one (1) hour nor less than one half (1/2) hour, shall be uninterrupted, and shall be scheduled as near as possible to the midpoint of each work shift.

12.3 Rest Period

Rest period shall be scheduled as near as possible to the midpoint of each work period and shall be granted at the rate of ten (10) minutes. If a unit member's break is interrupted for any reason, their break shall be extended by an amount of time equal to the interruption.

12.4 Overtime

12.4.1 Any overtime that is approved in advance by the site administrator shall be compensated at the appropriate rate.

12.4.2 Notwithstanding the provisions of Education Code Section 45127, the workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Such an employee shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the workweek at the rate equal to one and one-half (1½) times the regular rate of pay of the employee designated and authorized to perform the work.

All hours worked in excess of forty (40) hours per week or eight (8) hours per day shall be compensated at the rate of time and one-half (1/2) (Ed. Code 45131). A unit member having an average workday of less than four (4) hours during a workweek shall, for any work

required to be performed on the seventh (7th) day following the commencement of his/her workweek, be compensated for at a rate equal to one and one-half (1 ½) times the regular rate of pay of the unit member designated and authorized to perform the work.

12.4.3 The method by which overtime shall be compensated shall be in cash or compensatory time if the unit member and the supervisor agree. Compensatory time off shall be taken within three (3) months within the employee's work year; if not granted it shall be paid in cash.

12.4.4 Unit members shall have the right to refuse overtime.

12.5 Extra Time

Extra time not otherwise considered overtime shall be compensated in cash.

12.6 Minimum Call-In Time

Any unit member called in to work on a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

12.7 Call Back Time

Any unit member called back to work after completion of their regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate of pay under this Agreement.

12.8 Overtime Holiday Pay

All work performed on holidays shall be at two and one-half (2 ½) times the unit member's hourly rate of pay.

ARTICLE 13

Transfers and Promotion

13.1 When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to apply for the position to the bargaining unit employees. This language does not preclude applications being taken from outside the district.

13.2 Posting of Notice

13.2.1 Notice of all job vacancies shall be posted on bulletin boards in the office and staff room.

- 13.2.2 The job vacancy shall remain posted for a period of five (5) full working days during which time employees may apply for the vacancy.
- 13.2.3 The job vacancy notice shall include: The job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing for the vacancy.
- 13.2.4 The chapter president will receive notification at the same time the position is posted.
- 13.3 Maintenance of Rights to Former Position
 - 13.3.1 An employee in the bargaining unit shall retain their rights to their former position in the event they are promoted to a position but do not successfully complete the probationary period of the higher position.
- 13.4 Transfers
 - 13.4.1 A transfer is a move from one job position to another without a change in classification.
 - 13.4.2 A lateral transfer is a transfer within the job classification without regard to location or number of hours per day, days per week or weeks per year.
 - 13.4.3 Any employee in the bargaining unit may apply for transfer by filing written notice/application with the District Office.
 - 13.4.4 The district shall consider an employee requesting transfer within the same classification before any outside applicants. If 2 or more employees are considered equally qualified for the position by the District, then seniority will be the deciding factor.
 - 13.4.5 If an employee is denied the transfer, he/she may request an interview with the Superintendent to discuss the denial.

ARTICLE 14

LAYOFFS

14.1 Reasons for Layoff

Layoff shall occur only for lack of work and/or lack of funds, and means a total separation from service.

14.2 Notice of Layoff

The District shall notify CSEA and the unit member of any layoff not less than sixty (60) calendar days prior to the effective date of the layoff. Any notice of layoffs shall specify the reason for layoff and identify by position, classification and name the employees designated for layoff.

14.3 Classification

Classification is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.

14.4 Order of Layoff

The least senior unit member, in the classification being affected by the layoff shall be laid off first, except for those layoffs/bumping in the Instructional Assistant or Special Education Instructional Assistant classification which shall be subject to further negotiations pursuant to Article 14.13.

14.5 Equal Seniority

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made by lot.

14.6 Reemployment Rights

Laid-off persons are eligible for reemployment for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedent over any new applicants.

14.7 Notification of Reemployment Opening

An employee shall be notified in writing by the District. Such notice shall be sent by certified mail to the last address given the District by the employee.

14.8 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, unless mutually agreed to the contrary.

14.9 Retirement in Lieu of Layoff

14.9.1 Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, or voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.

14.9.2 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

14.10 Seniority Roster

The District shall maintain an updated seniority roster indicating unit member's hire date of service. Such rosters shall be available to CSEA at any time upon reasonable request.

14.11 Seniority during Involuntary Unpaid Status

Upon return to work, the unit member shall be restored to all the benefits and burdens and the break in service shall be disregarded for seniority purposes only. During the layoff period the individual will not earn vacation, sick leave, holidays or other leave benefits.

14.12 Improper Layoff

Any unit member who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

14.13 Effects of Layoff

Upon request, the CSEA shall have the right to negotiate the effects of the proposed layoffs.

ARTICLE 15

COMPENSATION

- 15.1 All employees are paid once per month on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck is issued on the preceding workday. All paychecks are itemized to explain all deductions.
- 15.2 A classified employee salary schedule is attached as Appendix A. Placement on the salary schedule will generally begin with Step 1 but at the discretion of the Superintendent/Principal initial placement may be as high as Step 2. Each year the unit member will advance one (1) step until the end of the schedule is reached. Longevity increases of three (3) percent will be provided at the completion of the 10th, 15th and 20th year of service with the District.
- 15.3 Any payroll error resulting in insufficient payment for an employee shall be corrected and a supplemental check issued after the employee provides notice to the office and verification of the error has been made in accordance with Education Code 45167.
- 15.4 Employees required to use their vehicle on District business are reimbursed at the Board approved mileage rate for the miles driven on behalf of the District.
- 15.5 If any other unit receives any negotiated increases, the classified staff will receive the same percentage amount and will then decide how that compensation will be distributed.
- 15.6 Out of Class Compensation – A unit member assigned to work in a higher classification for a period of time in excess of (5) five work days in any thirty (30) calendar day period shall be paid at the rate of pay of the higher classification for the entire period that the unit member is required to work out of classification. Compensation for working in a higher classification shall be at least five percent (5%) above the employees' regular rate of pay.

Except by agreement between the District and CSEA, an employee shall not be assigned to work out of his/her classification for more than sixty (60) days in any 12 month period. If no agreement is reached between the District and CSEA, the employee shall be returned to his/her regular classification.

- 15.7 Bilingual Stipend - Those members who voluntarily perform extra bilingual duties for the District, which are authorized by the program director or site administrator, will receive their regular pay plus an additional 20% of their base hourly rate. This will be paid in 15 minute increments, with a minimum of 15 minutes.

These occurrences may include:

- Document Translation
- Arranged Parent Conferences/Meetings
- I.E.P. Meetings
- ELAC Meetings
- Parent Communications

Should any of these duties be performed during a time when the employee would otherwise be eligible for overtime pay, the overtime pay (time and one-half) would be applied to the adjusted calculated rate of pay (base + 20%).

ARTICLE 16

NO DISCRIMINATION

- 16.1 The District shall not discriminate against any unit member on the basis of race, sex, creed, religion, color, national origin, age, sexual orientation, domicile, marital status, disability, veteran status, or membership in any employee organization nor for the lawful exercise of their constitutional rights.

ARTICLE 17

RETIREMENT

- 17.1 Retirement – The District shall adhere to California Government Code Title 2, Division 5 (CalPERS Law) and the California Education Code as it applies to retirement.
- 17.2 Part-time Inclusion – The part time employees shall be covered as prescribed in California Government Code specifically as defined: 20 hours a week of work, or service that is equivalent to at least an average of 20 hours a week, 125 days, if employed on a per diem basis or, if employed on other than a per diem basis, 1,000 hours within the fiscal year.

ARTICLE 18

COMPLETION OF MEET AND NEGOTIATIONS

- 18.1 This document constitutes the complete Agreement between the parties and concludes negotiations for the term of this Agreement, except as set forth in the re-openers or as required.

ARTICLE 19

DURATION AND REOPENERS

18.1 Duration

This contract shall remain in full force and effect from July 1, 2021 through June 30, 2024.

18.2 Reopeners

18.2.1

2021-2022	Closed
2022-2023	Closed
2023-2024	Article 7 Health and Welfare Benefits Article 14 Compensations Two other Articles of each party's choice

Cinnabar Elementary School District
 CSEA Salary Schedule
 2023-2024

Effective Date: July 1, 2023

Board Approved: October 3rd, 2023

Classification	Years	1	2	3	4	5
A		15.76	16.55	17.38	18.24	19.16
B		17.53	18.41	19.33	20.29	21.31
C		18.70	19.64	20.62	21.65	22.73
D		20.24	21.25	22.31	23.43	24.60
E		21.10	22.16	23.26	24.43	25.65
G		23.86	25.05	26.31	27.62	29.00

- A- Instructional Assistant (all types), Bilingual Instructional Assistant, Food Service Worker
- B- Custodial
- C- Classified Instructor, Librarian
- D- Computer Lab Manager, Childcare Director
- E- Grounds and Maintenance
- G Director of Before/After School Programs "Grandfathered In from Conf. Mgmt."

Longevity Increments: 3% after completion of 10, 15, 20 years

2022-2023 Add 3% to salary schedule
 2023-2024 Add 2% to salary schedule

ARTICLE 20

MISCELLANEOUS

20.1 Sixty (60) days following approval by the District and Association, the District shall print or duplicate and post a copy of this contract on the District website and provide hard copies for the Chapter Executive Committee members, Negotiating Team members, and provide copies for the staffroom and offices at District sites. Employees who become members of the bargaining unit after the execution of this Agreement, shall be notified that a copy of the agreement can be found on the District website. The district shall provide a copy of this contract, free of charge, to individual bargaining unit members upon request.

For California School Employees Association:

Veronica Navarro 3-13-24
Veronica Navarro, CSEA Rep. #809 Date

For District:

Ken Silman 3/13/24
Ken Silman, Superintendent Date

Joseph Gomez 3/14/24
Joseph Gomez, CSEA Date



The Cinnabar School family of staff, students, parents, and community, building on its traditions of excellence, discipline and community involvement, seek to create a safe, stimulating environment which prepares our students to function effectively as life long learners and responsible citizens.

**CLASSIFIED SENIORITY LIST
2023-2024**

<u>Classification</u>	<u>First Day of Service</u>	<u>Current Hrs/Day</u>
<u>Instructional Assistants</u>		
Donlon, Mililani	03-19-08	3.24
Navarro, Veronica	10-01-16	4.8
Mendoza, Erica	10-17-16	6.40
Beach, Andrea	07-01-18	6.3
Martinez, Blanca	04-12-21	6.2
Martinez-Cruz, Arlette	09-07-21	2.68
Vargas, Angeles	08-10-22	6.3
Hale, Carolyn	10-10-22	3.75
Eccles, Luke	03-07-24	5
<u>Library</u>		
Donlon, Mililani	08-16-21	3.46
<u>Custodian</u>		
Perez-Reyes, Jorge	04-30-18	4.0
Puch-Villacis, Celso	04-14-21	4.0
<u>Food Service Assistant</u>		
Karvonen, Devan	08-16-23	2.4
Martinez, Veronica	12-1-24	1.8
<u>Maintenance/Grounds</u>		
Perez-Reyes, Jorge	02-01-21	4.0
<u>Day Care Aides</u>		
Beach, Andrea	07-01-18	1.0
Karvonen, Devan	08-16-23	2.5
Eccles, Luke	03-07-24	2
<u>Expanded Learning Opportunity After School Programs</u>		
Hutchinson, Theresa	08-16-16	8.0
Karvonen, Tracy	04/11/23	8.0

Veronica Navarro

3-26-24

CSEA Representative

Date

[Signature]

3/20/24

Date

286 Skillman Lane
Petaluma, CA 94952
Phone 707.765.4345
Fax 707.765.4349