AGREEMENT

Between

CASCADE UNION ELEMENTARY SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND CASCADE CHAPTER 192 (TOGETHER CSEA)

Effective: November 1, 2021 – October 31, 2024

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APPENDIX A-SALARY SCHEDULE

AGREEMENT

This is an Agreement made and entered into the 1st day of November, 2006, by and between Cascade Union Elementary School District (hereinafter referred to as "District") and the California School Employees Association and its Cascade Chapter 192 (hereinafter referred to as "C.S.E.A.").

ARTICLE I: RECOGNITION

A. Acknowledgement

The District hereby confirms its recognition of C.S.E.A. as the exclusive bargaining representative for all classified employees holding those positions herein described.

1. Paraeducators

- a. Paraeducator
- b. Special Physical Needs Paraeducator
- c. Specialized Health Care Paraeducator
- d. Sign Language Interpreter

All newly created positions, except those that are lawfully certificated, management, confidential or supervisor shall be assigned to the classified bargaining unit.

Changes in the classified bargaining unit will be accomplished subject to existing Public Employee Relations Board regulations.

ARTICLE II: EQUAL OPPORTUNITY

The District and C.S.E.A. recognize that they are required by law not to illegally discriminate against any person with regard to employment or association affiliation because of race, religion, sex, national origin, marital status, political opinion or affiliation, physical handicap or age and hereby declare their acceptance and support of such laws.

ARTICLE III: C.S.E.A. RIGHTS

- A. C.S.E.A. and its members shall have the right through regular signup procedures to make use of school facilities.
 - 1. Any use of equipment will be approved by the building principal.
 - 2. Schedule buildings for C.S.E.A. purposes will be arranged through regular signup procedures at the District Office.
 - 3. C.S.E.A. shall have the right to post notices of activities and matters of C.S.E.A. concern on C.S.E.A. bulletin boards as provided and may use District mail services and mail boxes for communication to members.
 - 4. District business will take priority over C.S.E.A. business.
- B. C.S.E.A. shall have the following rights in addition to rights contained in any other portion of this Agreement.
 - 1. The right to review employee personnel files and other records dealing with the employee when accompanied by the employee or upon presentation of a written authorization signed by the employee.
 - 2. Upon request, C.S.E.A. shall be furnished with an anniversary date of employment rosters when needed to represent the right of unit members.
 - 3. The right to review and receive one (1) copy, upon request of any other material in the possession of or reproduced by the District necessary for C.S.E.A. to fulfill its role of

exclusive bargaining representative. Cost of reproduction of materials as determined by the District business officer will be paid by C.S.E.A.

C. The right of ten (10) days of non-paid release time per year for chapter delegates to attend the C.S.E.A. annual conferences.

ARTICLE IV: DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. Emergency shall be defined as an act of God, natural disaster or any condition beyond the control of the District and any disputes arising under this Article are excluded from the provisions of Article XV.

ARTICLE V: ORGANIZATION SECURITY AND PAYROLL DEDUCTIONS

A. C.S.E.A. shall have the sole and exclusive right to have membership dues, initiation and service fees deducted for employees in the bargaining unit by the District.

B. Membership Dues Deduction

- 1. The District shall deduct in accordance with C.S.E.A. dues and service fee schedule, as submitted to the District business office by January 1 of each year, dues from the wages of all employees who are members of C.S.E.A. and submit to the District a dues authorization form.
- The District shall immediately notify the C.S.E.A. president of any member who revokes a dues authorization.
- 3. Employees in the bargaining unit who are not members of C.S.E.A. on the effective date of this Agreement and employees who hereafter come into the bargaining unit shall within thirty (30) days of this Agreement or their employment apply for membership and execute an authorization for dues deduction on a form from C.S.E.A.

C. Service Fee

- 1. The District shall deduct from the salaries of employees not applying for membership, service fees as set forth in the C.S.E.A. dues and service fee schedule as submitted to the District business officer.
- 2. In the event that any C.S.E.A. member revokes a dues authorization, the District shall deduct from the salaries of such employees the service fee set forth in the C.S.E.A. dues and service fee schedule as submitted to the District business officer.

D. Conscientious Objection

- 1. Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such bargaining unit member shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor_organizations, charitable funds exempt from taxation under Section 501 © (3) of the Internal Revenue Code.
 - a. The Anderson Union High School scholarship fund.

Any bargaining unit member claiming this religious exemption must file a written request for exemption with CSEA. If the request is granted, the bargaining unit member shall, as a

condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District for bargaining unit members.

E. C.S.E.A. shall indemnify and hold the District, the Board of Trustees, individual Board members and individual administrators harmless and defend any and all claims, demands or suits or any other action arising from the organizational security provisions contained herein.

F. Training

1. Additional training will be provided to any Classified Employee assigned to work in the special needs classes, or any class evolving from these classes. At minimum paraeducators assigned to this classification will be provided with training and specialized training in interacting with troubled children. This training will be provided at District expense and the employee will be compensated for attendance.

CSEA Paraeducators' Training – Annually, the District will send two (2) paraeducators to the CSEA Paraeducators' Conference.

ARTICLE VI: EVALUATION

Each unit member shall be evaluated in writing by his/her supervisor no later than May 1, of every other year unless notified by supervisor. The evaluation of actively employed permanent status unit members shall be completed within a reasonable time after the anniversary date of the employee achieving permanent status. The supervisor shall discuss the evaluation with the employee and shall provide the employee with a signed copy of the written evaluation. The employee will sign and date the evaluation at the conclusion of the evaluation discussion indicating he has received a copy. Any negative evaluation shall include specific recommendations for improvement. The employee shall have the right to respond to any derogatory evaluation in writing.

ARTICLE VII: PAY AND ALLOWANCES

- A. Employees covered by this Agreement shall be paid wages as provided by the salary schedule in the attached Appendix "A".
- B. All employees in the representation unit shall be paid on the last working day of the calendar month for that calendar month.
- C. Overtime for the thirty (30) day period from the prior month's sixteenth day through the fifteenth day of a present month will be paid on the last working day of that present month. Overtime will be included with the regular warrant.
- D. Claims submitted by the tenth of each month for travel or other reimbursed expenses will be considered at the next regular board meeting for approval. If approved, claim will be paid within ten (10) days of the board meeting.
- E. All regular warrants of the employees in the bargaining unit will be itemized to include current computer capability.
- F. Any payroll error will be corrected as soon as possible. If a supplemental check is needed to cover insufficient payment, it will be issued not later than five (5) working days after the employee provides notice to the payroll department.
- G. All employees hired after July 1, 1992, will receive a step advancement on the salary schedule as of July 1, annually. New employees hired before February 1, of a school year will receive a step advancement

the following July 1, and thereafter, annually. New employees hired after February 1, of a school year will not receive a step advancement on the following July. These employees will receive their increase in the next year on July 1, and annually thereafter.

- H. Beginning with the 2011/2012 fiscal year, longevity pay will be implemented as of July 1 of the year the employee will be completing the required number of years (15, 18, 21, 24) providing that employee was hired prior to February 1. In the event an employee was hired on February 1 or after, longevity for that individual would become effective on the first day of the following fiscal year, July 1.
- I. The District reserves the right to extend any probationary period to a second six (6) month period.

J. Insurance Coverage

Eligible employees regularly scheduled to work over five (5) hours per day and their eligible dependents may participate in the District's benefit programs as set forth below with District contributions toward the cost of items 1, 2, 3 and 4 providing for medical, dental, vision and life insurance benefits up to \$906.96 and with full payment by the District for item 5, income protection.

Less than full-time employees hired after July, 1992, are entitled to a pro-rata share of the District paid insurance benefits. The pro-ration will be based on the total number of hours the employee is paid per day in comparison to an eight (8) hour day. Employees that work five (5) hours or less per day are not eligible for insurance benefits.

- 1. The District's medical benefit program or its equivalent, California's Value Trust Plans 1A, 4C. 10D, Well1RX-C, and Bronze. Composite Rate Structure. Active.
- 2. The District's dental benefit program or its equivalent, Delta Dental administered through California's Value Trust.
- 3. The District's vision care program or its equivalent, VSP Plan A with \$15 deductible administered through California's Value Trust.
- 4. The District's life insurance benefit program or its equivalent.
- 5. The District's income protection plan for employees only, or its equivalent.

A member of the unit on an approved unpaid leave of absence may participate in insurance coverage at the member" request and expense; however, this coverage is subject to the approval of the insurance carrier. Monthly pre-payment to the District will be required in advance.

K. Professional Growth

The business office must be notified by June 1, if the Association member intends to complete 15 units. Final approval of units will be given by site administrator. Verification of units must be made by September 15, of the school year. Grade record cards or other documentation will be accepted pending receipt of official transcripts. Transcripts will be given to the business office in writing on or before these dates.

Association members attending <u>district designed</u> workshops may earn salary credit. Units of professional growth will be considered on a similar basis to college credits; i.e., fifteen (15) hours of workshops equals one (1) unit. No units can be obtained while receiving compensation or reimbursement from the District. Unit members who have completed fifteen (15) or more units from an accredited college shall be paid an additional stipend of \$100 annually. Unit members who have completed thirty (30) or more units from an accredited college shall be paid an additional stipend of \$100 annually. Unit members who have completed forty-eight (48) or more units from an accredited college shall be paid an additional stipend of \$100 annually.

L. WES Camp Stipend

In order to compensate paraprofessional/s who are assigned District-sponsored Environmental Camp and agree to stay overnight, a stipend of \$400 will be provided in addition to their daily rate.

The District will provide an additional \$350 stipend for unit members who are assigned by the site administrator or the Director of Special Education to attend the camp for the purpose of providing care for the specific special needs of students.

ARTICLE VIII: EMPLOYEE EXPENSES

A. Tools and Equipment

1. Whenever any employee with prior District approval provides and uses the employee's own personal tools or equipment during the course of employment with the District, the District will provide a safe place to store the tools and equipment and will pay for any lost or damaged tools or equipment providing such loss or damage is not the result of employee negligence or carelessness.

B. Physical Examinations

1. Required physical exams will be paid by the District to a doctor of the District's choice. These exams shall be pre-arranged through the business office. Provisions of this paragraph do not apply to sick leave verification as required under other District policy. If the employee elects to go to another physician, the District agrees to pay an amount equal to that amount paid to the District's physician toward the cost of the required physical exam.

C. Required Training

When a training course is required and specifically assigned by the District supervisor, unit members
will be reimbursed for actual registration fees and required materials. Receipts will be required
prior to reimbursement.

D. Travel Expense

1. Private use of automobile by employee will be reimbursed at the maximum allowable by I.R.S. when authorized.

E. Meals and Lodging

When a specific assignment made by a supervisor requires overnight travel, actual motel and meals
cost will be paid. Receipts will be required prior to reimbursement for any such expense.

F. Safety

1. Para educators required to provide toileting, diapering, or specialized health procedures shall be accompanied by another district employee for employee and student safety.

ARTICLE IX: HOLIDAYS

All employees shall receive the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday. When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

January 1

New Year's Day

Third Monday in January

Second Monday in February

Second Tuesday in February (observed) Last Monday in May

June 19th July 4

First Monday in September

November 11

That Wednesday in November prior to

Thanksgiving Day

That Thursday in November proclaimed by

the President

The Friday in November following

Thanksgiving Day

December 25 and the preceding workday

Martin Luther King Day

Lincoln Day Washington Day Memorial Day Juneteenth

Independence Day

Labor Day Veterans Day Admission Day

Thanksgiving Day

District-declared holiday

Christmas holidays

If the District does not designate September 9, known as Admission Day, as a school holiday and the schools are open for service as usual, then Admission Day will be a regular workday and the substitute holiday shall be determined by mutual agreement between the District and the Association. Any day appointed by the President, or Governor of this state.

ARTICLE X: VACATIONS

- A. Regular classified employees covered by this Agreement shall accrue vacations as follows:
 - 1. During the first five (5) years of District service, one (1) day of vacation will accrue for each month of paid status.
 - 2. After five (5) years of District service and beginning the sixth (6th) year, one and one-quarter (1 1/4) days of vacation will accrue for each month of paid status.
 - 3. After ten (10) years of District service and beginning the eleventh (11th) year, one and one-half (1 ½) days of vacation will accrue for each month of paid status.
- B. Vacations shall be prorated for regular part-time employees based upon the number of hours of regular assignment of the part-time employee as compared with the hours of a full-time employee.
- C. No vacation days are accrued if employment is less than six (6) months.
- D. Vacation days are not allowed as days off and instead are paid monthly in an equal distribution during the year.

ARTICLE XI: LEAVES

A. Sick Leave

An employee's absence from work due to illness or injury shall be designated as sick leave and in accordance with policy, shall be time lost with pay.

- 1. Sick leave shall be earned at the rate of one (1) day per month of employment.
- 2. Employees may accumulate unused sick leave without limitation.
- 3. Employees must contact their supervisor in advance of taking sick leave whenever possible in order that other arrangements may be made for the services needed.

- 4. Following absences of three (3) days or more due to illness, a doctor's statement may be required before returning to work at the discretion of the principal or the superintendent.
- 5. Employees returning to work from sick leave involving major surgery to illness in excess of three (3) days shall be required to present a doctor's release verifying medical permission to return to work.
- 6. If an employee is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from his final warrant.
- 7. After an employee uses all accrued sick leave and is absent from his duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the salary due him for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his position during his absence.
- 8. An employee may transfer accumulated sick leave according to the provision of the Ed. Code Section 45202.
- 9. For absence due to quarantine, ordered and supervised by city or county health departments, there will be no deduction of accrued sick leave or salary if the contact with others having the contagious disease was made while performing official duties of the district. If this same contact results in the employee contracting the disease, similarly, no deduction of accrued sick leave or salary will be made for resulting days of absence.
- 10. Upon return, the District's certificate of absence form will be completed.

B. Bereavement Leave

- 1. An employee shall be entitled to a maximum of three (3) days of bereavement leave of absence without loss of salary for the death of any member of his immediate family.
- A maximum of two (2) additional days without loss of salary will be granted if out-of-state travel or travel over 200 miles in state is required.
- 3. Members of the immediate family means the mother, father, grandmother, grandfather, child, brother, sister or a grandchild of the unit member or of the spouse of the unit member; and the spouse, son-in-law or daughter-in-law of the unit member, stepparent or any relative living in the immediate household of the unit member, domestic partner, foster children, or for anyone for whom the unit member holds guardianship.
- 4. When the employee is entitled to absence due to death in the immediate family, bereavement leave under this section shall be granted before any other type of leave. If additional days are required, personal necessity leave may be invoked after maximum bereavement days are taken. Any leave in excess of bereavement leave and personal necessity leave must be granted by the board with considerations given to employee's health and well being, making possible the use of leave for personal illness (see Personal Illness Leave).
- 5. The employee must contact his immediate supervisor in advance of taking bereavement leave whenever possible. Upon his return, the District certificate of absence form will be completed.

C. Jury or Witness Duty

Leaves of absence to serve on jury duty will be granted to employees with no loss of salary. Financial remuneration (other than travel expenses) will be waived by the employee. Leave for this purpose is granted without prior approval of Board or administration. Proper prior notification will be given to the immediate supervisor and the District certificate of absence will be completed upon return of the employee.

An employee who receives a subpoena for an appearance in court, as long as the employee is not a litigant in the court action, will be granted such leave with no loss of salary or sick leave. Financial remuneration received (other than travel expenses) for time and services rendered will be refunded to the District. Leave for this purpose is granted without prior approval of the Board or administration. Proper prior notification will be given to the immediate supervisor and the District certificate of absence will be completed upon the return of the employee.

D. Military Leave

Military service leave shall be granted in accordance with State law and Board policies.

E. Leave of Absence

The Board may grant a leave of absence to any employee for any purpose, with or without pay. A leave of absence may be for a minimum of one day or a maximum of one school year (renewable).

The intent of this policy is to provide a means by which employees may request and be granted leaves of absence for circumstances not provided elsewhere.

Leave under this policy must be applied for in writing to the Board with time consideration allowing for presentation at a regular board meeting. The Board will make its judgment in authorizing leaves of absence under this policy based in the best interest of the District as well as personal concern of the employee. Written statements of explanation or documentation of special concern may be required.

Employees returning from a leave of absence granted by the Board of Trustees shall be entitled to all rights and privileges previously acquired. Such leave shall not be credited as time of service. Leave of absence shall not affect accumulated sick leave.

The District certificate of absence form must be completed upon return to duty after a leave of absence.

F. Pregnancy Disability Leave

Unit members are entitled to use sick leave as set forth in Personal Illness Leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing or preparation for childbearing but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician provided that the physician's verification clearly demonstrates that such leave is for disability purposes and is not for the purpose of child care or other non-disability purposes.

G. Child Care Leave

Unit members may be granted parental child care leave of up to three (3) months for the purpose of preparing for and caring of newly born or adopted child.

Such leave is without pay and benefits of any kind, including but not limited to, any paid leaves.

Request for such leave must be made at least thirty (30) work days prior to the requested beginning date in the case of a newly born child and as far in advance as possible in the case of adoption.

The beginning date and duration of such leave shall be at the discretion of the Board of Trustees.

H. Personal Necessity Leave of Absence

1. Personal necessity leave of absence is best defined as a day or days of personal leave, which the employee can elect to have charged against his/her accrued sick leave (maximum, 7 days per school year).

All leaves of absence **must be** approved by the Board or, as designated, the superintendent. Advanced permission is not necessary. Pursuant to the following guidelines:

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Advance permission is not required Ed Code 44981

- a. Death or serious illness of a member of his (the employee's) immediate family.
- b. Accident involving (the employee's) person or property, or the person or property of a member of his immediate family.
- c. NO TELL DAYS: Four (4) instances of personal necessity per school year will be allowed at the declaration of the employee with no declaration of reason. Personal necessity leave under this clause will be limited to two persons per unit per school site per day. Whenever possible, the employee shall notify the employee's supervisor in advance.
- d. Employee must contact his/her supervisor in advance of leave to notify supervisor to arrange for his/her replacement (as in all leaves of absence).
- e. The superintendent will handle proof of personal necessity under this clause administratively. The signing of the District's leave of absence statement describing reasons for the absence will be routinely required.
- f. The superintendent may require additional statements of proof of personal necessity at his/her discretion.
- g. The District will credit days of allowable bereavement leave (see Bereavement Leave) prior to charging days to personal necessity leave when bereavement is applicable.
- h. Members of "immediate family" for the purpose of this policy are defined in Ed. Code Sections 44985 and 45194.
- 2. Personal necessity leave may be used if the employee gives advance notice for the following purposes:
 - a. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

ARTICLE XII: HOURS OF EMPLOYMENT-OVERTIME

A. Work Schedules

- 1. The established full-time regular workweek will be eight (8) hours per day, forty (40) hours per workweek.
- 2. The workday is the twenty-four (24) hour period beginning with the regularly assigned starting time of an employee's work shift.
- 3. The work week shall be Monday through Friday. The work schedule of an employee may commence on days other than Monday, but the normal schedule shall provide two (2) consecutive days off in each workweek.
 - a. Present employees hired on or prior to January 24, 1978, shall not be assigned a regular work week scheduled on days other than Monday through Friday.
 - b. Employees hired after January 24, 1978, may be assigned any regular workweek as herein provided.

B. Overtime

- 1. Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate. Overtime shall include work only when directed by the immediate supervisor in excess of eight (8) hours per workday or forty (40) hours per workweek.
- 2. Overtime shall be paid at the rate of one and one-half (1 ½) time for all employees assigned on a sixth or seventh day except those employees regularly assigned less than four (4) hours per day who shall receive regular time on the sixth day and one and one-half (1 ½) time on the seventh day.
- 3. Overtime Equal Distribution: Overtime shall be assigned by the supervisor who shall rotate such assignments as equally as is practical among the employees in the bargaining unit within each department.
- 4. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off or other paid leave of absence shall be considered as time worked by the employee.
- 5. All hours worked on holidays designated in this Agreement will be paid at the rate of two and one-half (2 ½) times the regular rate of pay (regular rate of pay plus one and one-half (1 ½) time). No pyramiding of rates of pay shall be allowed beyond the rate designated in this paragraph.
- 6. Call back time shall be paid at the rate of one and one-half (1 ½) time. A minimum of one and one-half (1 ½) hours will be paid on call back; except, between the hours of 6:00 p.m. and 7:00 a.m., the sixth or seventh day or on holidays, two (2) hours will be the minimum call back time paid. This provision shall not apply to any employee who is assigned, prior to leaving work, to work beyond his/her normal workday assignment.
- 7. Call back hours assigned by the supervisor are compulsory in an emergency as determined by the supervisor.

C. Rest Period

For each four (4) hour work period a fifteen (15) minute paid rest break shall be granted. The rest period shall be scheduled by the supervisor. Insofar as practicable, the rest period shall be in the middle of each work period. A rest period shall not be authorized for employees whose total daily work time is less than four (4) hours.

D. Lunch Period

- 1. For each regular work shift a non-paid lunch break shall be granted for one (1) hour or not less than one-half (1/2) hour as scheduled by the supervisor.
- No work period of more than four (4) hours shall be scheduled without a lunch break. The lunch break may be waived by mutual consent of employer and employee for a regular workday of five (5) hours or less.

E. Compensatory Time Off

- 1. By mutual agreement of the supervisor and the employee, an employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work.
 - a. Time off shall be scheduled by mutual agreement of the supervisor and the employee. Time off not taken within thirty (30) days of the earned overtime shall be paid in the following pay period.

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F. Increase in Time

1. Any employee who is assigned by his/her supervisor thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have that assignment automatically adjusted upward to reflect the longer hours by the next pay period.

G. Summer Assignments

All aides will be given an opportunity to apply for summer assignments. They will be placed on a list by seniority and every attempt will be made to give opportunities for aides on that list to work in summer school. If they are not selected, they will be moved up on the list for the following summer school and consideration will be given to these people for future summer programs. The District shall assign positions based on one and/or all of the following:

- 1. Program needs
- 2. Student needs
- 3. Seniority
- 4. Summer school employment for aides would go first to permanent employees in all situations.

ARTICLE XIII: SAFETY

- A. It is the responsibility of every employee to report unsafe conditions to his/her immediate supervisor or safety committee representative. Such reports shall be in writing on the District form.
- B. No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of health, safety or sanitation requirements.

ARTICLE XIV: TRANSFERS

A. Transfers Within a Job Class

- 1. Any employee in the bargaining unit may apply for transfer within a job class by filing a written request with the superintendent.
- 2. When a new position or existing position becomes vacant, the District shall post the vacancy on C.S.E.A. bulletin boards for not less than five (5) working days prior to filling the position.
- 3. Transfer requests within a job class will be given consideration prior to placement of applicants new to the District.
- 4. Factors to be given consideration with transfers within a job class shall include but not be limited to: position requirements and needs of the District, the employee's performance characteristics and years of service in the District.
- 5. If an employee's request for transfer is denied, the employee shall receive written notice to include reasons.
- 6. A notification will be mailed to the employees of a job class of vacancies occurring in that job class during their vacation or while on leave of absence so as to give the employee an opportunity to request transfer. The notification shall identify the specific position or unusual requirements and indicate the final date of acceptance for the transfer request. The notice shall be mailed by regular first class mail to the employee's home address.

B. Involuntary Transfers

- 1. Every effort will be made not to transfer employees without their consent. Employees so transferred permanently will be given a ten (10) day written notice of such transfer.
- 2. An employee assigned to a temporary position for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period shall receive an increased rate of pay as required of that temporary position for the entire period of service worked out of classification. No reduction of salary shall occur in any temporary assignment.
- 3. Any traveling expense incurred traveling to the temporary work site or between temporary work sites greater than the employee's travel expense to his regular assignment, shall be reimbursed at the regular District rate of reimbursed travel.

ARTICLE XV: GRIEVANCES

A. Definitions

A "grievance" is a formal written allegation by an employee that the employee has been adversely affected by a violation of the specific provisions of this Agreement or that a permanent employee has been improperly arbitrarily and discriminatorily disciplined, demoted or discharged. Actions to challenge or change the provisions of this Agreement or the policies of the district as set forth in the Board Policies and Administrative Regulations and Procedures must be undertaken through separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Governing Board, or by the Administrative Regulations and Procedures of the District are not within the scope of this procedure.

A "grievant" is any classified employee of the District covered by the terms of this Agreement or the Association.

A "day" is any day in which the central administrative office of the Cascade Union Elementary School District is open for business.

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

B. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve a problem through at least one (1) informal conference with his/her immediate supervisor.

C. Formal Level

<u>Level One:</u> If such a problem is not settled at the informal level, the grievant must present his/her grievance in writing to his/her immediate supervisor within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance. The District grievance form shall be available at each school.

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

The supervisor shall communicate his/her decision to the employee in writing within fifteen (15) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either the employee or the supervisor may request another personal conference on the grievance.

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Level Two: If the grievant is not satisfied with the decision at Level One, he/she may within fifteen (15) days appeal the decision in writing to the superintendent or designee. This statement shall include a copy of the original grievance, the decisions rendered and a clear, concise statement of the reasons for this appeal.

The superintendent or his/her designee shall communicate his/her decision to the grievant within fifteen (15) days. If the superintendent or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.

Level Three:

If the grievant is not satisfied with the decision at Level Two, he/she may within fifteen (15) days appeal the decision in writing to arbitration. An arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event the District and the Association are unable to agree on the selection of an arbitrator, they shall request the State of California Conciliation Service to nominate five (5) persons to be the arbitrator. The District and the Association each will alternately challenge two of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator. His compensation and expenses as well as those of a court reporter and a hearing room shall be borne equally by the District and the Association. The District and the Association shall each pay the compensation and expenses of their own respective appointees and witnesses. At Association's request, the District shall release employees from duty to participate in arbitration proceedings at the Association's expense. The arbitrator shall hold such hearings and shall consider such evidence as the arbitrator deems necessary and proper. The first hearing shall be held as early as is mutually convenient. The decision of the arbitrator shall be final and binding on the District, the aggrieved employee and the Association provided, however, that such decision does not in any way add to, disregard or modify any of the provisions of this Agreement.

ARTICLE XVI: LAYOFF PROCEDURES

- A. Employees shall be subject to layoff for lack of work or lack of funds. Layoff includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff as allowed by Education Code. (Any other proposed reduction of hours of employment of unit members will be the subject of meeting and negotiating between parties.
- B. When, as a result of the expiration of a specially funded program, employees' positions must be eliminated at the end of any school year, and employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before May 29, informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and re-employment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than forty-five (45) days prior to the effective date of their layoff.
- C. When, as a result of a bona fide reduction or elimination of the service being performed by any department, employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than forty-five (45) days prior to the effective date of layoff and informed of their displacement rights, if any, and re-employment rights.
- D. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board without the notice required by aforementioned sections.
- E. Prior to any final layoff notices being sent to those employees who have been employed the shortest time within the class, the District shall notify the more senior employees whose positions have been reduced or eliminated that they must elect one of the following within five (5) working days of receipt of notice:

- 1. Select a vacant position in the same class; or
- 2. Select the remaining position to be vacated by the least senior employee in the class; or
- 3. Select a vacant position in a lower class in which the employee previously had successfully completed the probationary period; or
- 4. Accept reduced hours (if any exist in the current class in lieu of layoff; or
- 5. Elect to be laid off.
- In the event of a layoff, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. "Length of Service" means Board approved hire date. Current seniority list will be frozen as of July 1, 1992, and from that date forward all employees will be added to the bottom of this list by hire date.
- G. In case of two (2) or more employees having identical seniority, the seniority shall be determined by lot.
- H. Prior to any layoff, the District shall post a seniority list of affected employees. The District shall also provide the Association with a copy of the seniority list annually upon request.
- I. Employees who are laid off shall be eligible to continue to receive District insurance benefits for a period of one (1) full calendar month from the date of layoff subject to the approval of the insurance carriers.
- J. Re-employment shall be in the reverse order of layoff. Employees who are laid off are eligible for reemployment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. In addition, such employees laid off shall have the right to apply for promotional, new or vacant positions within the District during the period of thirty-nine (39) months.
- K. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as employees laid off and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months.
- L. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employees, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time.
- M. Offers of re-employment shall be made either by personal service or via U.S. First Class Mail addressed to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description and a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit and a place for the employee's signature. Failure to so reply within ten (10) working days from date of personal service or of mailing of the offer of re-employment shall be deemed a refusal of that offer of employment. It is the responsibility of each employee on a re-employment list to file with the District Office a current mailing address.
- N. Refusal of three (3) offers of re-employment to the class from which laid off shall cause removal from the list and the loss of any re-employment rights. However, declining an offer of re-employment of fewer hours of employment held at time of layoff shall not constitute a refusal of employment.
- O. An employee who is laid off and subsequently rehired from a re-employment list shall have the accrued sick leave balance as of the date of layoff reinstated.
- P. Upon re-employment in the class from which laid off, an employee shall be placed on the former step of the salary range. Notwithstanding the provisions of Appendix "A" of this Agreement, the employee shall be eligible for advancement to the next step of the salary schedule on the first of the month after twelve (12) calendar months after re-employment.

- Q. Notwithstanding any other provision of law, any employee who was subject to being, or was in fact, laid off for lack of work or funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate re-employment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If the employee is subsequently subject to re-employment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his request for reinstatement from retirement.
- R. Notwithstanding any other provisions of law, any person may be permitted by the District to perform the duties specified in Section 44814 or 44815 of the Education Code or to serve as a non-teaching volunteer aide under the immediate supervision and direction of the certificated personnel of the District to perform non-instructional work which serves to assist such certificated personnel in performance of teaching and administrative responsibilities. Such a non-teaching volunteer aide shall not be an employee of the District and shall serve without compensation of any type or other benefits accorded to employees of the District, except as provided in Section 35212 of the Education Code and Section 3364.5 of the Labor Code. The District may not abolish any of its classified positions and utilize volunteer aides, as authorized herein, in lieu of classified employees who are laid off as a result of the abolition of a position; nor may the District refuse to employ a person in a vacant classified position and use volunteer aides in lieu thereof. It is the intent to permit the District to use volunteer aides to enhance its educational program but not to permit displacement of classified employees nor to allow the District to utilize volunteers in lieu of normal employee requirements.
- S. In the event that the matter of layoffs is held by a court of competent jurisdiction to be outside of the lawful scope of representation of the Educational Employment Relations Act, this article shall become null and void severed from this Agreement, but all other provisions will continue in full force and effect.

ARTICLE XVII: EMPLOYEE DISCIPLINE

- A. A permanent employee may be subject to disciplinary action for just cause. Probationary employees may be disciplined without right of appeal. Suspension, demotion and dismissal (disciplinary action) of classified employees are decided by a process involving the classified supervisors, principals, the superintendent and the Board of Trustees. No person in the permanent classified service shall be suspended, demoted or dismissed except for just cause designated by these rules. The District will follow progressive disciplinary procedure.
- B. "Cause" relating to disciplinary actions against classified employees means those grounds for discipline or offenses enumerated in the law or the written rules of the District. Disciplinary action may be maintained for any just cause other than as herein defined.
 - Suspension means temporary removal of an employee from the position. The Superintendent may immediately suspend pending adhering on the charges calling for suspension, demotion or dismissal. Suspension can be with or without pay.
 - Demotion means assignment to an inferior position or status without the employee's written or voluntary consent.
 - Dismissal means permanent removal of an employee from the employee's position for cause.
- C. In conjunction with or in addition to the formal evaluation system of the District for the classified service, the Superintendent may make written recommendation for disciplinary action, stating the cause or reasons therefor. Such action for cause may originate with the classified supervisor, the principal or any other designated management employee. Prior to any formal disciplinary action (excluding suspension of up to five (5) days) a meeting shall be held between the Superintendent and the employee where the employee will be advised of the contemplated action and the reason therefor. Then the Superintendent shall initiate such notice for disciplinary action in writing, with a copy provided the employee. This statement shall clearly outline specific charges in ordinary and concise

language of the specific acts and omissions upon which the disciplinary action is based, to include a statement of the cause for the action taken and any claim that the employee had violated a specific rule or regulation of the District or a statute.

This statement shall include information concerning the employee's rights to a hearing. An employee must request a hearing in writing within five (5) days after the notice is served to the employee. Such notice to the employee must be accompanied by a paper, the signing and filing of which shall constitute a demand for a hearing and a denial of all charges.

If the cause for discipline or dismissal is such that the employee can not be found to receive and sign for receipt of the notice, it shall be mailed to the employee at the employee's last known address (by registered mail and return receipt requested).

If a hearing is demanded, it shall be conducted by the Superintendent. The Superintendent will hear evidence relative to the charges and determine whether or not the charges are insufficient cause for the proposed action. The Superintendent will thereafter advise the employee of the decision.

Except in cases involving a potential hazard to the health and safety of students, the public or District employees or a case involving criminal charges, no suspension without pay shall exceed thirty (30) calendar days.

- D. Causes for discipline include but are not limited to the following and, in addition, include any other reason for which an individual can be disciplined.
 - 1. Incompetency or inefficiency in the performance of the duties of the position.
 - 2. Insubordination (including, but not limited to, refusal to do assigned work).
 - 3. Carelessness or negligence in the performance of duty or in the care or use of property.
 - 4. Discourteous, offensive or abusive conduct or language toward other employees, pupils or the public.
 - 5. Dishonesty.
 - 6. Drinking alcoholic beverages on the job or reporting for work while under the influence of intoxicating liquor.
 - 7. Using any drugs or narcotics on the job or reporting to work under the influence of drugs or narcotics not prescribed by a licensed physician.
 - 8. Engaging in political activity during assigned hours of employment.
 - 9. Conviction of any crime involving moral turpitude.
 - 10. Arrest or any violation for a sex offense as defined in Education Code Section 44010.
 - 11. Repeated and unexcused absence or tardiness.
 - 12. Abuse of illness leave privileges.
 - 13. Falsifying any information supplied to the District Office including, but not limited to, information supplied on application forms, employment records or any other District records.
 - 14. Persistent violation or refusal to obey safety rules or regulations made applicable to public schools by the Board of Education or by an appropriate State or local governmental agency.
 - 15. Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment or the accepting of anything of value or any

service in exchange for granting any special treatment to another employee or to any member of the public.

- 16. Abandonment of position.
- 17. Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means or membership in the Communist Party.

ARTICLE XVIII: SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect. In the event of invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XIX; CONCERTED ACTIVITIES

It is agreed and understood that there shall be no illegal strike, work stoppage, a slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by C.S.E.A., its officers, agents or members during the term of this Agreement including compliance with the request of other labor organizations to engage in such activities.

C.S.E.A. recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all C.S.E.A. member employees to do so. In the event of an illegal strike, work stoppage, slow down or other interference with the operations of the District by employees who are represented by C.S.E.A. C.S.E.A. agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is agreed and understood and any employee violating this Article may be subject o discipline up to and including termination by the District.

It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any employee and/or C.S.E.A.

ARTICLE XX: SUPPORT OF AGREEMENT

The District and C.S.E.A. agree that it is to their mutual benefit to resolve differences in the interpretation and application of this document through the grievance procedure. Moreover, it is agreed that C.S.E.A. shall support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiations process.

ARTICLE XXI: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by such state law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

ARTICLE XXII: PURPOSE OF AGREEMENT

1.1 It is the purpose of this Agreement to promote more effective and efficient educational programs through a binding and bilateral agreement by and between the District and CSEA. This Agreement will preserve both the public interest and management responsibility and also recognizes the legitimate interest of employees represented by CSEA.

- 1.2 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Cascade Union Elementary School District ("District") and the California School Employees Association and its Cascade Chapter #192 ("CSEA"), and employee organization.
- 1.3 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
- 1.4 This Agreement shall remain in full force and effect from November 1, 2015 to October 31, 2021.
- 1.5 For the years 2015-16, and 2016-17 the only subjects for negotiations shall be Article VII Pay and Allowances, Health and Welfare Benefits and two (2) additional articles of each party's choice. Negotiations shall be opened no later than September 30 of each year by either party with a list of issues and interests.

ARTICLE XXIII: TERM

This Agreement shall remain in full force and effect up to and including October 31, 2024, and thereafter shall continue in effect year-by-year unless one (1) of the parties notifies the other in writing no later than March 15, of its request to modify, amend or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CASCADE UNION ELEMENTARY
SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 192
TOGETHER CSEA

C.S.E.A., Chapter #192, President

C.S.E.A., Chapter #192, President

District Superintendent

5/5/2022

Date

Salary Schedule for 21/22, 22/23, & 23/24 School Years Cascade Union Elementary School District Effective as of 7/1/2021 Board

Board Approval 6/9/2021		300
Range 1	16 to 18 1/19 to 21 1/ 19:00 \$ 19:57 \$	22 to 24 1 / 25 20.16 \$ 20.76
Range 2	211 212 213 214 215 216 217 218 219 2110 2111to 15 2116 to 18 219 to 21 2 212 212 212 212 212 212 212 212 2	2 / 25 \$ 21.80
Range 3	3/1 3/2 3/3 3/4 3/5 3/6 3/7 3/8 3/9 3/10 3/11to 15 3/16 to 18 3/19 to 21 3/22 to 24 3/25 \$ 16.54 \$ 17.04 \$ 17.55 \$ 18.08 \$ 18.62 \$ 19.18 \$ 19.76 \$ 19.76 \$ 19.76 \$ 19.76 \$ 19.76 \$ 5.20.35 \$ 20.35 \$ 20.96 \$ 21.59 \$ 22.24 \$ 22.91	22 to 24 3 / 25 22.24 \$ 22.91
Range 4	\$17.37 \$17.89 \$18.43 \$18.98 \$19.55 \$20.14 \$20.74 \$20.74 \$20.74 \$20.74 \$20.77 \$20	\$ 24.04
Range 5	\$\frac{5/1}{\$5/2}\$ \frac{5/2}{5/3}\$ \frac{5/4}{\$5.2.47}\$ \frac{5/5}{\$25.27}\$ \frac{5/8}{\$25.27}\$ \frac{5/19}{\$25.27}\$ \frac{5/19}{\$25.27}\$ \frac{5/2}{\$25.27}\$ \frac{5/25}{\$25.27}\$ \frac{5/25}{\$25.27	\$ 29.29

	YARD DUTY
RANGE	-

SPECIAL EDUCATION PARAEDUCATOR (Mild/Mod) SPECIAL EDUCATION PARAEDUCATOR (Mod/Severe) PE PARAEDUCATOR

CAMPUS SUPERVISOR

− 0 € 6 4 € €

NO CURRENT ASSIGNMENTS SIGN LANGUAGE INTERPRETER/TRANSLATOR & BEHAVIOR INTERVENTION ASSISTANT (CDS)

183 Day Work Year

WES Camp Stipend - For Para's who must stay overnight with students - \$400,00

\$100 00 \$200 00 \$300.00

48 or more Units 15 to 29 Units 30 to 47 Units

1. Pass Instructional Aide Proficiency Test in compliance with

2. Complete at least two years of full-time college

NCLB requirements. 48 Units or more.

3. Obtain an AA Degree or higher.

Unit members who have completed the units | NCLB Requirements (must meet one of the following:)

listed below will receive a stipend paid

annually in December:

Unit members who have completed a minimum of 10, 15, 18, 21 and 24 consecutive years of paid

district service shall be paid an additional 3% of the regular salary:

LONGEVITY

BENEFITS Preschool - 179 Days

Distict paid Health and Welfare Benefits Cap for Eligible Employee and Dependents up to \$906.96 per month. Benefits covered are Medical, Dental, Vision, Life Insurance, and the District's Income Protection Plan, ** Please see <u>Article VII: Pay and Allowances</u>, Item J. Insurance Coverage, on page 4 of the Collective Bargaining

Agreement for eligiblity.