

**AGREEMENT**

**BY AND BETWEEN**

**THE ALPAUGH UNIFIED SCHOOL DISTRICT**

**AND**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**ALPAUGH CHAPTER #833**

**2021-2024**

**April 13, 2023**

## Alpaugh Unified School District and CSEA Agreement 2021-2024

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**Alpaugh Unified School District and CSEA Agreement 2021-2024**

**ARTICLE I: PARTIES TO THE AGREEMENT**

This is an Agreement made and entered into this **twenty-sixth day of January 2022**, by and between the Alpaugh Unified (hereinafter referred to as "District"), and the California School Employees Association and its Alpaugh Unified School District Chapter Number 833 (hereinafter referred to as "Association").

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**ARTICLE II: RECOGNITION**

The District hereby confirms its recognition of the Association as the exclusive representative for that unit of employees certified by the Public Employment Relations Board.

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### ARTICLE III: DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 3.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. An emergency shall be defined as any situation in the District, which has threatened, damaged, or destroyed the safety, well-being or operation of the District, its employees, students or community. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of Article IV, "Grievance Procedure." However, such determination shall not be arbitrary or capricious.

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### **ARTICLE IV: GRIEVANCE PROCEDURE**

#### 4.1 DEFINITIONS

- 4.1.1 A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of this collective bargaining Agreement.
- 4.1.2 A "grievant" may be any employee of the District covered by this collective bargaining Agreement or the Association.
- 4.1.3 A "day" is any day in which the central administrative office of the District is open for business.
- 4.1.4 The "immediate supervisor" is the person having immediate supervisory jurisdiction over the grievant who has been designated by the District to adjust grievances.

#### 4.2 PROCESSING OF A GRIEVANCE

##### 4.2.1 **INFORMAL LEVEL**

Within fifteen (15) days after the occurrence of the action or omission giving rise to a grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

##### 4.2.2 **LEVEL I**

Failing to resolve the difficulty through informal means, the grievant may within fifteen (15) days from the informal conference register a formal grievance. The grievance shall be in writing, on the grievance form mutually agreed upon by the Association and the District, with the copies to the Association; the grievant's immediate supervisor, and the Superintendent, stating the following:

- a. Statement of grievance listing the specific action and events alleged to violate this Agreement and the provisions violated;
- b. Steps taken to resolve differences through informal means;
- c. Steps the grievant recommends the District take to remedy the grievance.

The immediate supervisor shall communicate a decision in writing to the grievant with a copy to the Superintendent and the Association within fifteen (15) days after receiving the grievance.

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### 4.2.3 LEVEL II

In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision to the Superintendent or his designee within fifteen (15) days after receiving the Level I decision. The written appeal shall contain the following:

- a. A copy of the original grievance.
- b. The decision rendered at Level I;
- c. A clear concise statement of the reasons for the appeal.

The District Superintendent or his designee shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to the Association and the immediate supervisor, within fifteen (15) days after receiving the appeal.

### 4.2.4 LEVEL III

In the event the grievant is not satisfied with the decision at Level II, he/she may request that the superintendent obtain from the State Mediation and Conciliation Service the assignment of a mediator to help the parties resolve the grievance. Such request must be made within fifteen (15) days after receiving the Level II decision. The parties will thereafter meet with the mediator and attempt to resolve the grievance.

### 4.2.5 LEVEL IV

If the grievance cannot be resolved at the Level III meeting between the parties and the mediator, the grievant may, within fifteen (15) days after such meeting, appeal the decision to the Board of Trustees.

The grievant shall furnish the Board with a full report of the grievance. The Board, at its next regularly scheduled meeting, shall review the record and, if it finds it necessary, shall hear additional testimony or receive additional evidence.

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

## 4.3 REPRESENTATION

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

4.3.2 After the Informal Level, an employee may request the Association to represent him/her in all stages of the grievance procedure.

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- 4.3.3 Neither the Association nor the District shall take any reprisals or unlawfully discriminate against any employee for exercising rights under this Article.
- 4.3.4 If an employee pursues a grievance without the intervention of the Association beyond the Informal Level, the grievance shall not be considered resolved until the Association has received notice of the grievance and the proposed solution and has been given an opportunity to file a written response.
- 4.3.5 Designated Association representatives shall receive time off from duties without loss of compensation for the purpose of processing grievances beyond the Informal Level subject to the following conditions:
- a. No later than fifteen (15) days following ratification of this Agreement, the Association shall designate in writing to the Superintendent no more than one (1) employee who shall be entitled to time off as Association grievance representative. Said designation may be changed once a year on or before June 30th.
  - b. The representatives shall notify the District twenty-four (24) hours prior to release from duties in order that a substitute may be obtained, unless a conference is scheduled between the grievant and the administration with less than twenty-four (24) hours notice to the grievant.
  - c. Such time shall be limited solely to representing a grievant in a conference with a management person beyond the Informal Level, and in no way shall this include the use of such time for matters such as gathering information, interviewing witnesses or preparing presentations.
  - d. No more than one representative per grievance shall be released at a time.
- 4.4 The rights of the District under Article III, "District Rights," are excluded from this procedure, except that any limitations on those rights contained in this Agreement shall be subject to this Article.
- 4.5 TIME LIMITS
- 4.5.1 Failure by a grievant to meet a deadline set in this policy shall terminate the



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grievance and the grievant shall not have a right to refile on the same set of facts.

- 4.5.2 Failure by the District to meet a deadline set in this policy shall give the grievant the right to proceed to the next grievance processing level.
- 4.5.3 Time limits in this policy may be extended by mutual agreement between the grievant and the District Administration.

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### ARTICLE V: EMPLOYEE RIGHTS

- 5.1 The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.
- 5.2 PERSONNEL FILES
- 5.2.1 The personnel file of each employee shall be maintained at the District's central administrative office. Any files kept by any supervisor of any employee shall not contain any material that is not in the main personnel file. No disciplinary action shall be taken against an employee based upon written materials which are not in the personnel file.
- 5.2.2 Employees shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours to initial and date the material. Any written response prepared by the employee shall be attached to the material.
- 5.2.3 An employee shall have the right at any reasonable time to examine or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.
- 5.2.4 Any person who placed written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was placed in the personnel file.

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### **ARTICLE VI: NO DISCRIMINATION**

No employee in the bargaining unit shall in any way be favored or discriminated against in wages, hours or other terms and conditions of employment because his/her race, national origin, religion, or marital status and, to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.

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### **ARTICLE VII: CHECK-OFF ORGANIZATIONAL SECURITY**

- 7.1 Check-Off: CSEA shall have the sole and exclusive right to have membership dues for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payment, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District.
- 7.2 Dues Deductions:
- 7.2.1 The District shall deduct in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA on the date of this Agreement
- 7.2.2 The District shall deduct dues in accordance with the dues schedule from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA.
- 7.2.3 The District shall immediately notify the CSEA Treasurer if any member revokes a dues authorization.

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### ARTICLE VIII: ORGANIZATIONAL RIGHTS

- 8.1 All Association business and activities shall be conducted outside of work hours, except for lunch, breaks or before or after established work hours.
- 8.2 CSEA shall have the right to access at reasonable times to areas where employees work for the purpose of representing bargaining unit members on grievances. The term "reasonable times" as used herein means employee meal or rest periods and at any time before or after an employee's assigned duty time when the employee is present on District property, but is not expected to be performing services or to be ready to perform services on behalf of the District. In addition, the term "reasonable times" shall include such other times as mutually agreed upon by the Association and the District Superintendent.
- 8.3 CSEA shall have the right to use bulletin board, District E-mails, and mailboxes for transmitting Association information and business materials. The Association will not post or distribute information which is derogatory and defamatory of the District or its personnel.
- 8.4 CSEA shall have the right to use without charge District buildings at reasonable times with advance notice to and permission of the Superintendent for conducting Association business.
- 8.5 CSEA shall have the right to review an employee's personnel file when accompanied by the employee or upon written authorization signed by the employee.
- 8.6 Within thirty (30) days after the execution of this contract, the District shall print or duplicate and provide, without charge, a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided by the District, without charge, with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.
- 8.7 Organizational Rights: The right of paid release time for two (2) CSEA chapter delegates to attend the CSEA Annual Conference. The District is not responsible for the expenses of said delegates.
- 8.8 One (1) hour of release time per month shall be granted unit members assigned an evening/night shift in order to attend the monthly CSEA meeting.

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### ARTICLE IX: COMPENSATION AND BENEFITS

- 9.1 The classified salary schedule shall be as set forth in an Appendix. Placement into the classification of "Bilingual Aide" will only occur if an individual successfully passes the District's Bilingual Aide proficiency examination.
- 9.2 Each bargaining unit member shall be notified of his/her salary rate during each school year.
- 9.3 Effective October 1, 2021, the District shall contribute an amount of \$1,376.85 per month for all classified employees working in excess of an average of six (6) hours per day, toward Basic Insurance coverage, unless said amount is altered by an agreement after negotiations. Effective October 1, 2022, the District shall contribute an amount of \$1,426.35 per month for all classified employees working in excess of an average of six (6) hour per day, toward Basic Insurance coverage.
- 9.4 Benefits will be provided by SISC.
- 9.5 The salary schedule in effect during 2020-2021 shall be increased by three percent (3.00%) effective July 1, 2021. In addition, full time unit members shall receive a one-time off schedule payment of \$1,500. Part-time employees shall receive a pro-rated amount based on the number of contracted hours per day worked.
- 9.6 The District will consider modifications to the classified salary schedule due to the impact of the minimum wage. Any modifications could impact the 2022-2023 negotiation.
- 9.7 The salary schedule in effect during 2021-2022 shall be increased by seven percent (7.0%) effective July 1, 2022, for the 2022-2023 year. In addition, a two percent (2.0%) off schedule payment shall be provided.

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### ARTICLE X: HOURS

- 10.1 The regular workweek of a full-time unit member shall be forty (40) hours, and the regular workday shall be eight (8) hours. The scheduling of the hours and the workdays shall be at the sole discretion of the District management.
- 10.2 The District will provide compensation or compensatory time off at a rate equal to one and one-half (1 1/2) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime. Overtime is any time required to be worked in excess of eight (8) hours in any one workday and any time in excess of forty (40) hours in any calendar week. This provision does not apply to unit members whose regular work day is less than eight (8) hours or whose workweek is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the unit member.
- 10.3 Notwithstanding Sections 10.1 and 10.2 of this Article, the workweek for any unit member having an average work day of four (4) hours or more during the work week shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week at a rate equal to one and one-half (1 1/2) times the regular rate of pay of the employee designated by the District and authorized to perform the work.
- 10.4 All unit members who have a daily assignment of five (5) hours or more shall be entitled to an unpaid duty free lunch period of thirty (30) minutes.
- 10.5 All full-time bargaining unit members will be granted a rest period of fifteen (15) minutes for every four (4) hours of work, as scheduled by the District.
- 10.6 **ADJUSTMENT OF ASSIGNED TIME**
- 10.6.1 Any employee in the bargaining unit who works an average of fifteen (15) minutes or more per day in excess of his/her regular assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours worked, effective with the next pay period.
- 10.7 **COMPENSATORY TIME OFF**

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10.7.1 An employee in the bargaining unit shall have the option to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime.

### 10.8 Call-Back Time

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate.



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### ARTICLE XI: PAY AND ALLOWANCES

- 11.1 PAYCHECKS: All employees in the bargaining unit shall be paid once per month, payable on or before the last workday of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
- 11.2 MILEAGE: Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the current IRS rate in effect for all miles driven on behalf of the District.
- 11.3 MEALS: Any employee in the bargaining unit who was as a result of a work assignment must have meals away from the District shall be reimbursed for the cost of the meal not to exceed \$15.00 for breakfast, \$20.00 for lunch and \$25.00 for dinner.
- 11.4 LODGING: Any employee in the bargaining unit who, as the result of a work assignment and with advance permission of the Superintendent, must be lodged away from home overnight shall be reimbursed by the District.
- 11.5 COMPENSATION FOR AN EMPLOYEE WORKING OUT-OF-CLASSIFICATION: Classified employees shall not be required to work out of classification for a period of more than five (5) working days in a 15-calendar-day period unless his/her salary is adjusted upward for the entire period he is required to work out of classification.
- 11.6 BUS DRIVERS:
- 11.6.1 The District shall reimburse its bus drivers for the cost of any physical examination required in order to maintain a bus driver's license.
- 11.6.2 The District shall reimburse its regular bus drivers for any license renewal fee required to be paid in order to maintain a bus driver's license.
- 11.6.3 The District shall reimburse its regular bus drivers for the ten (10) hour re-certification requirement for renewal of bus driver license.
- 11.7 INSTRUCTIONAL AIDES – NO CHILD LEFT BEHIND  
Instructional aides taking the approved test for NCLB compliance will be reimbursed the cost of taking the test one time.

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### ARTICLE XII: EVALUATIONS

- 12.1 The probationary period for classified employees shall be six (6) months or 135 working days whichever is longer. The District shall evaluate probationary employees at least once every three (3) months and permanent employees at least once per year.
- 12.2 The evaluator shall be the unit member's immediate supervisor and/or any other management or supervisory employee who is so designated by District management.
- 12.3 The evaluation shall be in writing on forms authorized by the District.
- 12.4 Prior to the evaluation, the criteria and procedure for evaluation shall be explained to the unit member.
- 12.5 Evaluations shall be conducted without advance notice to the unit member.
- 12.6 Subsequent to the evaluation, an evaluation conference shall be scheduled between the unit member and the evaluator. At the conference the evaluator will present the written evaluation and discuss the matter with the unit member. The unit member shall sign the evaluation signifying only that he/she has read the document, and has been provided the opportunity of attaching a written response, which shall become a part of the permanent record.
- 12.7 A bargaining unit member shall be given a copy of his/her evaluation.
- 12.8 Nothing in this procedure shall be construed to allow the substance of any evaluation to be subject to the Grievance Procedure. Only the procedures contained in this Article shall be subject to the grievance procedure.

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### ARTICLE XIII: LEAVE PROVISIONS

13.1 The benefits, which are expressly provided by this section, Article 13, are the sole benefits that are part of this Collective Bargaining Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or impliedly, into this Agreement, nor are such other benefits subject to Article 4 (Grievance Procedure).

#### 13.2 PERSONAL ILLNESS AND INJURY LEAVE

13.2.1 Full-time unit members shall be entitled to twelve (12) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time (i.e., less than 5 days a week, 12 months a year) shall be entitled to that portion of the twelve (12) days leave as the number of scheduled duty relates to twelve (12) months for a full-time unit member in a comparable position.

13.2.2 After all earned leave as set forth in 13.2.1 above is exhausted, additional non-accumulated leave shall be available for a period, not to exceed five (5) school months, provided that the provisions of 13.2.4 below are met. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave. If no substitute is employed, the absent unit member will be compensated at his/her regular rate of pay. The five (5) month period shall begin immediately following the exhaustion of current yearly sick leave provided for in Section 13.2.1 above and shall run concurrently with any accumulated sick leave as provided in Section 13.2.3 for purposes of counting allowable days.

13.2.3 If a unit member does not utilize the full amount of leave as authorized in 13.2.1 above in any school year, the amount not utilized shall be accumulated from year to year.

13.2.4 If abuse is suspected, District management, in its discretion, may require a unit member to present a medical doctor's certificate verifying a personal illness or injury and/or a medical authorization to return to work.

13.2.5 Whenever possible, a unit member must contact his immediate supervisor or school secretary or other employee responsible for securing substitutes as soon as the need to be absent is unknown, but in no event less than one (1) hour prior to the start of the

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work day to permit the employer time to secure a substitute. Except in emergency circumstances, failure to provide adequate notice may be grounds for denial of leave with pay or other disciplinary action.

13.2.6 A unit member who is absent from duty for less than a full day shall have his/her leave deducted for such absences on an hourly basis.

13.2.7 Each bargaining unit member shall be notified of his/her accumulated sick leave no later than October 1st of each school year.

### **13.3 PERSONAL NECESSITY LEAVE**

13.3.1 Leave which is credited under 13.2.1 of this Article may be used, at the unit member's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed seven (7) days in any school year.

13.3.2 For purposes of this provision personal necessity shall be limited to: (a) death or serious illness of a member of the unit member's immediate family; (b) an accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family; (c) appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction; (d) such other reasons which may be prescribed by the governing board; under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, or for matters which can be taken care of outside the work hours, or for recreational activities. Up to four (4) days of personal necessity leave may be used each year without providing a specific reason to the District for its use.

13.3.3 Before the utilization of personal necessity leave a unit member must obtain prior written approval from the appropriate management person, except for cases of "a" and "b" in Section 13.3.2 above. Should the circumstances outlined in "a" and "b" arise, the employee shall make every effort to comply with the District procedures to enable the District to secure a substitute.

13.3.4 Under all circumstances a unit member shall verify in writing when requested that the personal necessity leave was used only for purposes as set forth in 13.3.2 above. A

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unit member was used for purposes other than stipulated and the burden of proof in connection with such discipline shall be upon the District.

### **13.4 BEREAVEMENT LEAVE**

13.4.1 A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state travel is required in excess of 500 miles, without loss of salary on account of the death of any member of his immediate family.

13.4.2 For purposes of this provision an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, registered domestic partner, son, son-in-law daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate household of the employee.

### **13.5 LEAVE OF PREGNANCY DISABILITY**

13.5.1 Unit members are entitled to use sick leave as set forth in 13.2.1 and 13.2.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

13.5.2 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in 13.2.1 and 13.2.2 has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the district management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

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13.5.3 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

### **13.6 INDUSTRIAL ACCIDENT LEAVE**

13.6.1 Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 45192 for personal injury which has qualified for workers' compensation under the provisions of the Self-Insured Schools of Tulare County-Workers' Compensation J.P.A.

13.6.2 An employee suffering an injury or illness arising out of and in the course of the scope of employment shall be entitled to a leave of up to sixty (60) workdays in any one fiscal year for the same accident or illness.

Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the employee's normal wage for the day.

The industrial accident or illness leave is to be used in lieu of normal sick leave benefits.

When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the workers' compensation laws of this state at the time of exhaustion of benefits under this section, the employee shall be entitled to use only so much accumulated and available normal sick leave and vacation which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay.

When the need to utilize this leave overlaps a fiscal year, the employee is entitled to only that amount of leave remaining at the end of the fiscal year in which the injury or illness occurred. This leave shall not be accumulated from year to year.

13.6.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved. Nothing in this section limits the

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employee's right to go his/her own physician also.

13.6.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the Self-Insured Schools of Tulare County-Workers' Compensation J.P.A. which would make the total compensation from both sources exceed 100 percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.

If the unit member fails to endorse to the District any wage loss disability, indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

### **13.7 JUDICIAL LEAVE**

13.7.1 Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the unit member. The unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave or as a witness.

13.7.2 For any days of absence from duty as a result of jury duty, a unit member shall endorse the District any fees, other than for mileage reimbursement, received for such jury service which would make the total compensation from the jury duty and the District exceed 100 percent of the amount the unit member would have received as salary had there been no judicial leave.

If the unit member fails to endorse the District any jury fees, other than for mileage reimbursement, the District shall deduct from the unit member's salary warrant, the amount of such jury fees actually paid to and retained by the unit member.

### **13.8 CHILD REARING LEAVE**

An employee who is the natural or adoptive parent of a child may request an unpaid leave of absence for the purpose of rearing his/her child. Such leave may be granted for a maximum period of one year.

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### **13.9 GENERAL LEAVES**

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

### **13.10 CATASTROPHIC LEAVE**

Employees may donate up to three (3) days of sick leave to a fellow classified employee who is out of all leave time for a catastrophic illness or injury.

### **13.11 GOOD ATTENDANCE STIPEND**

Employees who do not use any sick leave days, partial or whole during a single work year shall be given an annual bonus of \$250.00 to be paid June 30, of that school year. This shall exclude bereavement and personal necessity leave with verification.



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### ARTICLE XIV: HOLIDAYS

14.1 All unit members shall be entitled to the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday:

Labor Day

Veteran's Day

Thanksgiving Day

The Friday after Thanksgiving (in lieu of Admissions Day)

Christmas Day

New Year's Day

Martin Luther King Day

Lincoln Day

Washington Day

Friday of Spring Break

Memorial Day

Juneteenth Day

July 4<sup>th</sup> (Independence Day)

In addition, the Alpaugh Unified School District has accepted the settlement offer provided by the California School Employees Association, and shall provide all classified employees in paid status on June 18, 2021 (Juneteenth Day) with a full day of pay based on the 2020-2021 salary schedule employee's regular rate of pay.

14.2 ADDITIONAL HOLIDAYS

Every day declared by the Governor of this state as a public fast, mourning, thanksgiving holiday that requires the closing of District school, or any day declared a holiday for employees by the Governing Board.

14.3 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed unless designated by State or Federal authority, then it shall fall on the day designated by said authority. 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

## **Alpaugh Unified School District and CSEA Agreement 2021-2024**

unless designated otherwise by State or Federal authority, then it shall fall on the day designated by said authority. When a unit member is required to work on any said holiday, he/she shall be paid compensation, or given compensatory time off, for such work, in addition to regular pay received for the holiday, at the rate of time and one-half (1 1/2) the regular rate of pay.

### **14.4 HOLIDAY ELIGIBILITY**

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or immediately succeeding the holiday to be paid for the holiday.

14.4.1 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 25 and January 1, shall be paid for those holidays provided that they were in paid status during any portion of their normal assignment immediately preceding or succeeding the holiday period.

### **14.5 PART-TIME EMPLOYEES**

Part-time employees shall receive such holiday pay in the same proportion as such employee's regularly scheduled workweek bears to forty (40) hours.

**Alpaugh Unified School District and CSEA Agreement 2021-2024**

**ARTICLE XV: VACATIONS**

**15.1 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 through June 30. Each bargaining unit member shall be notified of his/her earned vacation entitlement during each school year.

**15.2 VACATION**

Except as otherwise provided in this Article, vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned.

**15.3 VACATION ACCUMULATION**

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules (less than full-time, 12 month employees shall receive a pro-rate share based on months and hours worked to 12 months/8 hours):

Number of Years of Service: Vacation Days Earned:

One (1) through ten (10) years one (1) day per month of employment

After ten (10) years one and one-half (1 1/2) days per month of employment

Employees shall be given one week (5 days) one-time bonus beginning with the 20<sup>th</sup> year of service and every 5<sup>th</sup> year thereafter.

<b>Years of Service</b>	<b>Days per Month</b>	<b>12 -month</b>	<b>11-month</b>	<b>10-month</b>
<b>0-10</b>	<b>1 day per month</b>	<b>12 days</b>	<b>11 days</b>	<b>10 days</b>
<b>10+</b>	<b>1.50 a month</b>	<b>18 days</b>	<b>16.5 days</b>	<b>15 days</b>
<b>20+, every 5<sup>th</sup> year</b>	<b>0.417 days per month</b>	<b>5-day bonus per year</b>	<b>4.58 days</b>	<b>4.17 days</b>

## **Alpaugh Unified School District and CSEA Agreement 2021-2024**

### **15.4 VACATION PAY**

Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.

### **15.5 VACATION PAY UPON TERMINATION**

When an employee in the bargaining unit is terminated, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. except vacation rights shall not become vested until the first days of the month following six (6) months of service.

### **15.6 HOLIDAYS**

When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation during this regular work year for each holiday falling within that period.

### **15.7 SCHEDULING OF VACATIONS**

The scheduling of vacations shall be within the sole discretion of the District management, however, vacation request and seniority shall be taken into consideration.

### **15.8 INTERRUPTION OF VACATION**

An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service. The basis for the change in status is to be determined by the District.

## **Alpaugh Unified School District and CSEA Agreement 2021-2024**

### **ARTICLE XVI: REASSIGNMENT AND FILLING OF VACANCIES**

- 16.1 Reassignment of bargaining unit members may be initiated by the District management at any time whenever such reassignment is in the best interest of the District as defined by the District management. A unit member affected by such reassignment shall be given notice as soon as administratively practicable; and when possible, a conference will be held between the appropriate management person and the unit member in order to discuss the reasons for the reassignment.
- 16.2 The District management shall post in each bargaining unit work location a list of all known bargaining unit vacancies.
- 16.3 For purposes of this provision, a vacancy is any unit position which is new or which remains unfilled after any reassignments are made pursuant to Section 16.1 above.
- 16.4 When a new position is created by the District, or when an existing position becomes vacant, District employees shall be given the opportunity to apply for the position and shall receive consideration for filling the position. Consideration and an interview will be given to all applications which meet the established qualifications for the vacancy, and which are properly submitted; however, the final selection is within the sole discretion of the District management. Any employee may file for the vacancy by submitting written notice to the District within the filing period.
- 16.5 No posted vacancy shall be permanently filled until five (5) unit workdays after notice of the vacancy has been posted.

## **Alpaugh Unified School District and CSEA Agreement 2021-2024**

### **ARTICLE XVII: SAFETY**

- 17.1 Every unit member shall report unsafe working conditions to his/her immediate supervisor. If no immediate resolution can be found, the employee must report the unsafe condition in writing and the immediate supervisor shall have two (2) working days to respond in writing to the employee, with simultaneous copy to the Chapter President, stating the action that was taken to correct the unsafe conditions, or if no action was taken, the reason(s) why.
- 17.2 If, upon further investigation, the District determines that an unsafe condition exists, the District shall correct the situation as soon as economically feasible.
- 17.3 Unit members shall not be discriminated against for bringing unsafe conditions to the attention of the District.

## **Alpaugh Unified School District and CSEA Agreement 2021-2024**

### **ARTICLE XVIII: CONCERTED ACTIVITIES**

- 18.1 The Board and the Association recognize that strikes and other forms of work stoppages by bargaining unit members are contrary to the continuity of the educational program. The Association recognizes the duty and obligation of its representatives and members to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. The Association, therefore, agrees that there shall be no strikes, work stoppages or other refusals to perform work by the employees covered by this Agreement.
- 18.2 The District and the Association recognize their mutual duty to meet and negotiate in good faith.

## **Alpaugh Unified School District and CSEA Agreement 2021-2024**

### **ARTICLE XIX: 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 state law.



## **Alpaugh Unified School District and CSEA Agreement 2021-2024**

### **ARTICLE XX: COMPLETION OF MEET AND NEGOTIATION**

During the term of this Agreement, the parties expressly waive and relinquish the right to meet and negotiate and agree that they shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. Nothing contained herein shall deny bargaining unit members the rights granted to them pursuant to Government Code Section 3540 et seq.

**Alpaugh Unified School District and CSEA Agreement 2021-2024**

**ARTICLE XXI: TERM**

This Agreement shall remain in full force and effect up to and including June 30, 2024; and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15 of its request to modify, amend or terminate this Agreement. In the intermediate years of this Agreement, each party may propose two (2) re-openers of choice, in addition to the Articles addressing salary and health and welfare benefits.

ALPAUGH UNIFIED SCHOOL  
DISTRICT

**Troy Hayes**

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Hayes  
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4/26/23

Date Signed:

CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER #833



**Josie  
Contreras**

Digitally signed by Josie  
Contreras  
Date: 2023.04.26  
15:53:49 -07'00'

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4/26/23

Date Signed:

# Alpaugh Unified School District and CSEA Agreement 2021-2024

## Classified Employee Salary Schedule

### ALPAUGH UNIFIED SCHOOL DISTRICT 2022-2023 CLASSIFIED SALARY SCHEDULE

RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 15	Step 20	Step 25
3	12.81	13.45	14.12	14.83	15.57	16.34	17.16	18.02	18.92	19.87	20.86	21.90	23.00	24.15
4	13.16	13.82	14.51	15.23	15.99	16.79	17.63	18.52	19.44	20.41	21.43	22.51	23.63	24.81
5	13.52	14.20	14.91	15.65	16.43	17.26	18.12	19.02	19.98	20.97	22.02	23.12	24.28	25.49
6	13.89	14.59	15.32	16.08	16.89	17.73	18.62	19.55	20.53	21.55	22.63	23.76	24.95	26.20
7	14.27	14.99	15.74	16.52	17.35	18.22	19.13	20.09	21.09	22.14	23.25	24.41	25.63	26.92
8	14.67	15.40	16.17	16.98	17.83	18.72	19.65	20.64	21.67	22.75	23.89	25.09	26.34	27.66
9	15.07	15.82	16.61	17.45	18.32	19.23	20.20	21.21	22.27	23.38	24.55	25.78	27.06	28.42
10	15.48	16.26	17.07	17.93	18.82	19.76	20.75	21.79	22.88	24.02	25.22	26.48	27.81	29.20
11	15.91	16.71	17.54	18.42	19.34	20.31	21.32	22.39	23.51	24.68	25.92	27.21	28.57	30.00
12	16.35	17.17	18.02	18.92	19.87	20.86	21.91	23.00	24.15	25.36	26.63	27.96	29.36	30.83
13	16.80	17.64	18.52	19.45	20.42	21.44	22.51	23.64	24.82	26.06	27.36	28.73	30.17	31.67
14	17.26	18.12	19.03	19.98	20.98	22.03	23.13	24.29	25.50	26.78	28.11	29.52	31.00	32.55
15	17.73	18.62	19.55	20.53	21.56	22.63	23.77	24.95	26.20	27.51	28.89	30.33	31.85	33.44
16	18.22	19.13	20.09	21.09	22.15	23.26	24.42	25.64	26.92	28.27	29.68	31.17	32.72	34.36
17	18.72	19.66	20.64	21.67	22.76	23.90	25.09	26.34	27.66	29.05	30.50	32.02	33.62	35.30
18	19.24	20.20	21.21	22.27	23.38	24.55	25.78	27.07	28.42	29.84	31.34	32.90	34.55	36.28
19	19.77	20.76	21.79	22.88	24.03	25.23	26.49	27.81	29.20	30.66	32.20	33.81	35.50	37.27
20	20.31	21.33	22.39	23.51	24.69	25.92	27.22	28.58	30.01	31.51	33.08	34.74	36.47	38.30

### CLASSIFICATIONS/RANGE PLACEMENT

3	Substitute Secretary, Custodian, Playground Supervisor, Substitute Clerk	7	Save the Children
4	Maintenance	8	Supervisor of Food Service
5	Instructional Aide		Supervisor of Grounds
6	Library Technician	9	School Secretary/Attendance-Office Technician
	Bi-lingual Instructional Aide	10	Bus Driver
	Cafeteria Cook		Preschool Supervisor
			Music Assignment by special arrangement
		11	MOT
		19	Behavioral Intervention Technician

Retro 7% as of July 1, 2022  
\*Board Approved 4/13/2023