



Columbia ESP-NEA Association Agreement

July 1, 2020 – June 30, 2023

**Columbia Union School District
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TABLE OF CONTENTS
Columbia ESP-NEA Association Agreement

<u>Article #</u>	<u>Topic</u>	<u>Page</u>
1	Agreement	3
2	Recognition	3
3	Nondiscrimination	3
4	Maintenance of Fringe Benefits	3
5	Salaries	4
6	Deferred Compensation Matching Program	4
7	Professional Growth Benefits	5
8	Health Insurance	6
9	Vacations	6
10	Verification of Illness	7
11	Leaves	7
12	Evaluations	15
13	Assuming Duties in Other Classifications	16
14	Complaints Concerning School Personnel	16
15	Order of Layoff and Reemployment Right	17
16	New Position / Vacancy Transfers	19
17	Extra Duty Assignments	20
18	New Employee Package	20
19	Association Rights	21
20	Concerted Activities	22
21	Management Rights and District Powers	22
22	Grievance – Procedure	23
23	Legality	25
24	Terms of Agreement	25
25	Reopener	25
26	Completion of Meet-and-Negotiation	26
Appendix A	Salary Schedule	27
Appendix B	Paid Holidays	30

COLUMBIA ESP-NEA ASSOCIATION A G R E E M E N T

Article 1 Agreement

THIS AGREEMENT is made and entered into this 1st day of July, 2020, by and between the COLUMBIA UNION SCHOOL DISTRICT GOVERNING BOARD (hereinafter referred to as "District" or "Board"), and the COLUMBIA ESP-NEA (hereinafter referred to as the "Association"). Any modifications which may result in expansion of the bargaining unit must be resolved through the processes of the Public Employment Relations Board (PERB).

Article 2 Recognition

The District hereby recognizes the COLUMBIA ESP-NEA Association, as the exclusive representative for all bargaining unit employees. Any modifications which may result in expansion of the bargaining unit must be resolved through the processes of the Public Employment Relations Board (PERB).

Article 3 Nondiscrimination

The District shall not discriminate against any employee of the bargaining unit on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership or nonmembership in the Association, or participation by any employee of the bargaining unit in the activities of the Association.

Article 4 Maintenance of Fringe Benefits

Section 1: Any negotiated and agreed upon fringe benefits shall be incorporated into and shall remain in full force and effect during the life of this Agreement and shall be attached as Appendix "B" and made a part thereof.

Section 2: Any mandated and statutory guarantees of, or improvements in, classified employees' fringe benefits by either California or Federal law shall be incorporated into this Agreement.

Article 5

Salaries

Classified employees who work less than 12 months per year will have the option of receiving their annual salary in 12 monthly paychecks. This option can be exercised only in September of each year. Deadline for any requests for changes will be September 1st of each year.

The salary schedule covered under this Agreement is set forth in Appendix "A," and is made a part of this Agreement.

Article 6

Deferred Compensation Matching Program (457 Investment)

Section 1: Deferred Compensation Matching Program (457 Investment)

- 1.1 The District shall offer a Deferred Compensation Matching Program when the Governing Board determines that funds are available for such purposes.
- 1.2 Unit members who elect to participate must contribute, at a minimum, at the District provided amount.
- 1.3 Participation by the unit member is strictly voluntary.
- 1.4 "Year of Service": The unit member must be in a paid status for at least seventy-five percent (75%) of the number of instructional days to receive the district contribution.
- 1.5 District and unit member contributions must be made within an employee earning period. Certificated earning periods are September through June of each school year.
- 1.6 Unit Member and District Obligations and Responsibilities
 - 1.6.1 Unit members must be a participant in a 457 investment account and contribute at least the matching amount provided by the District for each year District contributions are made through this program.
 - 1.6.2 The District takes no responsibility nor has any obligation as to the choice of the unit member's investment option.
 - 1.6.3 The District is not responsible for the loss of any income that may arise from the unit member's investment selection.

1.7 District's Contribution

- 1.7.1 District contribution amounts shall be based solely on the District's ability to provide contributions through this program, and shall be made solely at the discretion of the Governing Board.
- 1.7.2 When a District contribution can be made, that amount shall be determined no later than June 30th for the following school year.

Article 7

Professional Growth Benefits

Section 1(a): Professional Growth Increments can be earned at the end of three (3) years of service. Nine (9) semester units must be approved and completed to receive the professional growth benefit.

Section 1(b): Professional Growth Increments will be awarded after the employee has completed nine (9) units of approved study. Three (3) years must elapse from that date before he/she is eligible for the next increment during which time the employee must complete an additional nine (9) units.

Section 1(c): Professional Growth Increments may be earned by employees who work ten, eleven or twelve months each year for a minimum of five (5) hours per day.

Section 1(d): Professional Growth Increments may be earned by completing nine (9) units of work in a junior college, university or state college. Unit member must earn a minimum grade of "C" to receive professional growth credit.

Section 1(e): Professional Growth Increments based on approval and completion of the above requirements will be \$200.00 per year. This amount will be added to the annual salary of the employee beginning with the next succeeding fiscal year after completion of a professional growth increment.

Section 2(a): Of the nine (9) units for a Professional Growth Increment, seven (7) units must relate directly to the employee's specific classification or area of employment in the district, or all nine (9) units may be in the area of their classification.

Section 2(b): Credit may be granted only for courses completed after July 1, 1981, or the date of beginning employment with the Columbia Union School District, whichever is later.

Section 2(c): It is the responsibility of the classified employee to apply for Professional Growth Credit and verify completion of course work with the Superintendent.

Section 2(d): An official transcript, verified grade card, or instructor's signed statement covering work completed must be submitted and on file in the Superintendent's office not later than June 30th of each year.

Article 8 Health Insurance

Section 1: Effective Oct 1, 2020 the District will contribute up to \$9,400 per eligible full-time twelve-month employee per fiscal year for health benefit coverage which shall include the medical, dental, and vision insurance programs as per the requirements of the insurer.

Section 2: For employees hired after December 31, 1981, the district contribution shall be prorated in the same proportion as the total annual hours in paid status for the particular employee as compared to the total annual hours of a full-time twelve-month employee (2080 hours).

Section 2: All part-time employee premiums will be prorated in ten equal monthly installments. The full amount of the employee percentage of premiums will be deducted from the employee's payroll warrants in ten equal monthly installments.

Section 3: In no case will an employee working less than five (5) contracted hours be entitled to receive any benefits authorized under the provisions of Government Code Sections 53200 et seq.

Section 4: Employees that were contracted prior to April 5, 2002 would be eligible to maintain their current level of eligibility for benefits. Any additional contracted hours, up to but less than five, would not be considered for health & welfare eligibility increases. However, if an existing employee's contract increased after April 5, 2002 to five hours or more they would be entitled to the increased eligibility.

Section 5: In the event a part-time employee terminates employment with the District prior to returning to work on the designated starting date for the new school year, all monies paid by the District in advance for that employee's benefits shall be reimbursed by the employee to the District.

Section 6: In the event the District's medical insurance carrier discontinues the type of coverage or policy currently available, or in the event the premiums for such coverage increase by more than 10% for the succeeding benefit year, the District may substitute substantially similar medical coverage with a lower premium cost through the same or different insurance carrier after notifying the association.

Section 7: A Section 125 Plan for pretax benefits will be offered to the Association employees when an entire group of employees in the District qualify.

Article 9 Vacations

Section 1: Twelve month classified employees shall be entitled to one (1) day of paid vacation per month, or twelve (12) days of paid vacation per year.

Section 2: Following the fifth year of employment, twelve month classified employees shall be entitled to fifteen (15) days of paid vacation per year. Following the

10th year, twelve month classified employees shall be entitled to eighteen (18) days of paid vacation.

Section 3: The number of days of paid vacation set forth in Sections 1 and 2, above, shall be prorated for part-time employees, based upon the number of months and the number of hours per day the employee is assigned.

Section 4: Classified employees are entitled to one floating holiday each year which may be used by obtaining prior approval in accordance with district procedures. This holiday must be used each year prior to June 30th.

Article 10

Verification of Illness

A statement from a qualified physician verifying the reason from absence due to illness or injury may be required after the 3rd day of absence.

In certain circumstances, a medical release from a qualified physician may be required by the District prior to returning to work.

Article 11

Leaves

Section 1: Continued Absence After Available Sick Leave is Exhausted, Extension of Leave, Reemployment Preference

Section 1(a): A classified employee who has exhausted all paid leaves, including sick leave, and continues to be absent from duties for a period of five months or less, shall for the remainder of the five-month period of absence receive his/her salary minus the actual amount paid a substitute to fill the employee's position during absence. The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

Section 1(b): A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or any other available paid leave and who continues to be absent from his/her duties may be granted additional leave, paid or unpaid, for a period of six months, at the discretion of the Board. The employee shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave. The Board may renew the leave of absence, paid or unpaid, for two additional six-month periods or lesser leave periods that it may provide, but the total additional leave granted shall not exceed 18 months.

Section 1(c): An employee, upon ability to resume the duties of a position within the class to which he or she was assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. The employee shall be restored to a position within the class to which the employee was assigned and, if at all possible, to his or her position with all the rights, benefits and burdens of a permanent employee.

Section 1(d): If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his or her position; the employee shall be placed on a reemployment list for a period of 39 months. If at any time during the prescribed 39 months, the employee is able to assume the duties of his or her position, the employee shall be reemployed in the first vacancy in the classification of his or her previous assignment. The employee's reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Section 45298 of the Education Code in which case the employee shall be ranked according to his or her proper seniority. Upon resumption of his or her duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee.

Section 1(e): An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed from employment, and shall no longer be a District employee or otherwise have rights to employment with the District.

Section 2: Jury Duty

Section 2(a) Any employee who serves on Jury Duty shall be paid their daily rate of pay by the District. Upon notification of jury duty, it is the obligation of the employee to immediately inform his/her supervisor. The employee shall reimburse the District for any monetary compensation he/she receives for participating in jury service, not including mileage compensation. When the employee is excused from jury duty for a half-day or more, he/she must notify the Superintendent's office immediately for a suitable assignment. The employee is required to provide the District with proof of jury service upon returning to work.

Section 3: Military Leave

Section 3(a): An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

Section 4: General Leaves

Section 4(a): When no other leaves are available, a leave of absence may be granted to any employee on a paid or unpaid basis at any time, at the discretion of the Board, upon any terms acceptable to the District and the employee.

Section 5: Retraining and Study Leave

Section 5(a): A leave of absence of up to one year for study/retraining may be granted to any member of the bargaining unit.

Section 5(b): Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.

Section 5(c): Study leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding granting of the leave.

Section 5(d): No more than one study leave of absence shall be granted in each three (3) year period.

Section 5(e): The District may prescribe standards of service which shall entitle the employee to the leave of absence.

Section 5(f): Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.

Section 5(g): Every employee granted a leave of absence for these purposes may be required to perform such services during the leave as the Board and employee may agree in writing.

Section 5(h): The employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall be not less than the difference between the employee's salary and the salary of a substitute employee. In lieu of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee.

Section 6: Personal Necessity Leave

Section 6(a): Any days of absence for illness or injury earned pursuant to this Agreement may be used by the probationary or permanent employee, at their election, in cases of personal necessity.

Personal necessity leave shall be limited to circumstances that significantly affect the member's personal life and that the unit member cannot be reasonably expected to disregard and that necessitates immediate attention that cannot be reasonably taken care of outside of working hours. Personal necessity includes the following:

- (a) Death of a member of the employee's immediate family when additional leave is required beyond that provided for bereavement in this agreement.
- (b) Accident, involving the employee's person or property, or the person or property of a member of their 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 and approved by the Superintendent.
- (e) An emergency of such a nature as to require the immediate presence of the employee.

Section 6(b): The District may require the employee to provide proof of personal necessity. No earned leave in excess of seven days may be used in any school year for the purposes enumerated in this section.

Section 6(c): Immediate family has the same meaning as provided in the bereavement section of this Agreement. (Section 9)

Section 6(d): The employee shall notify their principal at least 12 hours in advance of taking such leave unless the situation makes such notification impossible. If the requested leave is of a personally sensitive nature, the unit member shall state "extremely personal" on the Request for Leave form. Only two (2) days of a unit member's Personal Necessity Leave may be used for such leave each year. By so stating the unit member guarantees the "extremely personal" reason meets the criteria for Personal Necessity Leave as defined above.

Section 7: Industrial Accident and Illness Leave

Bargaining unit members who have been continuously employed by the District for no less than one full year of service (as appropriate for the classification in which the employee is employed) and who suffer a bona fide work-related accident or illness shall be entitled to a leave of absence subject to the terms of this section. For the purposes of this section, a work-related accident or illness shall be considered bona fide when the District's workers' compensation carrier acknowledges the legitimacy of the employee's claim.

- (a) A unit member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) work days in any one fiscal year for the same accident or illness.
- (b) Industrial accident and illness leave shall not be accumulative from year to year.
- (c) Industrial accident or illness leave will commence on the first day of absence.

- (d) 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 normal wages for the day.
- (e) Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- (f) When an industrial accident or illness occurs at a time when full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

Section 7(a): For the first 60 working days of disability the industrial accident or illness leave of absence is to be used in lieu of accumulated sick leave acquired under Section 45191 of the Education Code. In the event the employee remains disabled after 60 working days, the employee's sick leave shall then be utilized. If an employee is receiving Workers' Compensation payments, the employee's accumulated paid leaves of absence shall be integrated with Workers' Compensations to provide no more than a full day's pay. Integration of accumulated paid leaves of absence and Workers' Compensation means that only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave will be used which when added to the Workers' Compensation payments will provide for a full day's wage or salary.

Employees shall be eligible for extended sick leave pursuant to Education code section 45196 for a period of no more than five school months, beginning at the conclusion of the 60 working day industrial accident and injury leave, as set forth in Section 1(a), above. In the event that the employee is still receiving workers' compensation during this five month period of time, the employee will receive either the daily workers' compensation benefit or the extended sick leave amount - whichever is greater.

The governing board may provide for as much additional leave of absence, paid or unpaid, as it deems appropriate and during this leave the employee may return to his or her position without suffering any loss of status or benefits. The employee shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave.

Section 7(b): Periods of leave of absence, paid or unpaid, shall not be considered as a break in service of the employee.

Section 7(c): During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.

Reduction of entitlement to leave shall be made only in accordance with this section.

Section 7(d): When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his or her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period for 39 months. When medically released to return to duty during the 39 month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

Section 7(e): Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

Section 7(f): Any employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

Section 7(g): The governing board may provide for additional leave of absence, paid or unpaid, as it deems appropriate.

Section 8: Bereavement Leave of Absence

Section 8(a): Every person employed in the classified service of the District shall be granted necessary leave of absence, not to exceed three days, or five days if out-of-state travel or travel of more than 250 miles one way is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the governing board of the District.

Section 8(b): Members of the immediate family, as used in this section, means the mother, father, stepmother, stepfather, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

Section 9: Pregnancy Disability Leave

Classified employees who are disabled due to pregnancy, childbirth or related medical conditions will be granted an unpaid leave of absence during the pendency of disability not to exceed four (4) months. Employees requesting a pregnancy-related disability leave must give the school district reasonable notice of the date the leave will commence and the estimated duration of the leave. In addition, the employee must present written confirmation of the disability from her physician.

Provided the pregnancy-related disability leave does not exceed four (4) months, at the conclusion of the leave the employee will be returned to her same or substantially similar position in accordance with applicable law.

Section 10: Federal/State Family Care/Medical Leave and Parental Leave

Section 10(a): Employees who have completed 12 months of service for the District, and 1250 hours of service during the immediately preceding 12 months, shall have the right to request unpaid leave of absence for up to 12 work weeks within a 12-month period for the purpose of caring for a new baby or a newly adopted child, or a newly-placed foster child for or for a child, spouse, domestic partner, parent, or the employee with a serious health condition, consistent with the California Family Rights Act (CFRA) and federal Family and Medical Leave Act (FMLA).

There is no carry-over of unused leave from one 12-month period to the next 12-month period; federal/state family care leave does not accumulate from year to year.

Section 10(b): Definitions:

"Parent" means a biological, foster or adoptive parent, a step parent, or a legal guardian or other person who stood in loco parentis to the employee when the employee was a child.

"Child" means a biological, adopted, or a foster child, a stepchild, a legal ward, or a child of a person standing **in loco** parentis who is either under 18 years of age or is an adult dependent child who is incapable of self-care because of a mental or physical disability.

"Serious health condition" means illness, injury, impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either (1) inpatient care in a hospital, hospice, or residential health care facility; or (2) continuing treatment or supervision by a health-care provider.

Section 10(c): The employee shall provide reasonable advance notice to the District of the need for a family care leave, the reason leave is needed, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days written advance notice.

Section 10(d): The District may require the employee to provide certification by a healthcare provider that the employee or the employee's child, spouse, domestic partner, or parent has a qualifying serious health condition.

If the certification relates to the serious health of the employee's child, spouse, domestic partner, or parent, then the healthcare provider's certification shall be accepted by the District as sufficient provided it contains the date on which the serious health condition commenced (if known), the probable duration of the condition, an estimate of the amount of time which the healthcare provider

believes the employee needs to care for the child, parent, spouse, or domestic partner, and a statement that the healthcare provider believes the serious health condition of the employee warrants the participation of the employee.

If the certification relates to the serious health condition of the employee and the District has reason to doubt the validity of the certification, then the district may require the employee to obtain the opinion of a second healthcare provider at District expense. If the second opinion is of a third healthcare provider who is mutually agreed upon by the District and the employee, the opinion of the third healthcare provider shall be final and binding on the District and the employee.

Section 10(e): Family care leave is an unpaid leave of absence, with the exception of parental leave, set forth at Section 11(g). During family care leave the employee must be maintained at the same level of health benefits coverage as if he or she were working, not to exceed 12 work weeks in a 12-month period. The employee shall remain responsible for paying the same amount of premium payments during the family care leave as was paid prior to taking such leave.

The District may require employees to use accrued vacation during family care leave. When accrued vacation is exhausted, the balance of the leave is unpaid.

The Employer may deny a request for family care leave if the leave would cause the Employer undue hardship.

Section 10(f): To the extent not specifically covered in this Section, leave under this section shall be governed by the minimum employee and employer rights contained in the FMLA and CFRA.

Section 10(g): An eligible employee (employed for at least 12 months) is entitled to 12 work weeks for parental leave pursuant to CFRA and Education Code section 45196.1. "Parental leave" means leave for the reason of the birth of the employee's child, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. An employee need not have worked 1,250 hours in the immediately preceding 12 months to qualify for parental leave.

An employee may use current and accumulated sick leave during parental leave. If an employee exhausts available and accumulated sick leave and continues to be absent on account of parental leave, the amount deducted from the salary due to the employee for the remaining portion of the 12-work week period shall not exceed the amount that is actually paid a substitute employee employed to fill the employee's position in his or her absence, but in no event shall the employee receive less than 50% of his or her regular salary for the remaining portion of the 12-work week period. Parental leave shall not exceed 12 work weeks within any 12 month period and the remaining terms of the leave shall be consistent with CFRA regulations. Parental leave must be concluded within one year of the birth or placement of the child.

Article 12

Evaluations

Section 1: Employees in the bargaining unit shall be evaluated annually for the first three years of continued employment. Unit members who receive three successive annual evaluations that rate the employee as meeting or exceeding standards may be evaluated at least every other year thereafter.

Instructional Technicians who meet all of the following criteria may be evaluated at least every three years. To be placed on this evaluation cycle Instructional Technicians must have:

- a. permanent status in the district.
- b. been employed for at least ten (10) years in the district.
- c. attained highly qualified status as per the NCLB board approved process.
- d. Received an evaluation that rated the employee as meeting or exceeding standards in their most recent evaluation.

If a unit member is to be evaluated prior to the time set forth by the evaluator, notification shall be given as per the regular evaluation notification procedure.

Section 2: All employees, except relief and extra help employees, shall serve a probationary period of one (1) year from their date of appointment. Probationary employees shall be evaluated at least once by the end of their third and sixth month of service. In addition, each employee shall receive a final probationary evaluation prior to his or her first anniversary date.

Section 3: In addition to the above, a permanent employee may be evaluated more than once annually for the purpose of following up on the annual evaluation where "unsatisfactory" or "needs improvement" ratings were given or after the supervisor discusses the need for reevaluation with the Superintendent or designee.

Section 4: No evaluation of any employee in the unit shall be placed in the employee's personnel file without an opportunity for discussion between the employee and the evaluator. The employee shall be allowed to have an Association representative present at such meeting. Any unsatisfactory evaluation shall include specific recommendations for improvement.

Section 5: The employee's signature does not signify agreement with the evaluation, but merely indicates that review and evaluation has taken place.

Section 6: If an employee disagrees with the completed evaluation, the employee may submit a signed, written statement which will be attached to the evaluation and placed in the employee's personnel file. The employee may notify the supervisor if such statement is forthcoming.

Section 7: Employees whose overall job performance is rated at less than acceptable must be informed of same orally and in writing. A letter stating specific

reasons for overall unacceptable job performance must be attached to the evaluation. Said letter shall also include the specific recommendations for improvement.

Section 8: Any employee who leaves the district may request an exit interview from their evaluator. The request must be made in writing to the employee's evaluator as soon as practicable, but no later than 45 calendar days prior to the end of the school year.

Article 13

Assuming Duties in Other Classifications

Section 1: Classified employees shall perform duties which are not fixed and prescribed by the governing board in accordance with Education Code Section 45109, and any other duties as needed, under the approval of current supervision, which may not be within a job description but reasonably relate to everyday duties.

Section 2: An employee may be required to perform duties inconsistent with those assigned to the position by the Administration for a period of more than 3 working days provided that his/her salary is adjusted upward for the entire period they are required to work out of classification. This compensation will be computed by using the current salary schedule, placing the employee on the next higher actual hourly rate as if they were permanently assigned to such classification. When the out-of-classification duties are lower on the salary schedule than the regular duties of the employee, the employee will work at their regular salary.

Section 3: The intent of this section is to permit the District within the classified service to temporarily work classified employees outside their normal duties, but in so doing to provide additional compensation when appropriate.

Section 4: The district will hire substitutes for classified employees when it is necessary to support the instructional programs. This determination will be made by the administration.

Article 14

Complaints Concerning School Personnel

Section 1: Complaints concerning school personnel should be made when appropriate, directly by the complainant to the person against whom the complaint is lodged. If the complaint is not resolved at this level, the complainant is requested to put the complaint into writing and to direct it to the Superintendent. The complaint must be filed within 30 days from knowledge of the event giving rise to the complaint. The complaint must be filed on a District complaint form which is available at the school district office. The completed and signed complaint form shall be presented to the Superintendent. Upon receipt of the completed and signed complaint form, the Superintendent shall notify the affected employee(s) in writing and provide said employee(s) a copy of the complaint. The Superintendent shall investigate, review, and

respond to all parties within 30 days of receipt of the complaint. The Superintendent's decision shall be final unless the complainant, the employee, or the Superintendent requests a closed hearing before the governing board on the complaint. Such request by either the complainant or the employee shall be made in writing to the Superintendent within ten (10) calendar days of receipt of the Superintendent's decision. If the employee so requests, an open hearing will be held.

Section 2: Every effort should be made to resolve the complaint at the earliest possible stage.

Section 3: Failure of the complainant to put the complaint into written form will be considered by the District as a dropping of the complaint.

Section 4: Hearing: No hearing, either open or closed, will be held by the governing board on any complaint unless and until the Board has received the Superintendent's written report concerning the complaint. The Superintendent's report shall contain, but not be limited to, the following:

- (a) The name of each employee involved;
- (b) A brief but specific summary of the nature of the complaint and the facts surrounding it, sufficient to inform the governing board and the employee(s) as to the precise nature of the complaint, and to allow the employee(s) to prepare a defense;
- (c) A true copy of the signed original of the complaint itself;
- (d) A summary of the action taken by the Superintendent in connection with the complaint.

Section 5: All parties involved, including the school administration, shall be requested to attend such a meeting, for the purposes of presentation of all available evidence, allowing every opportunity for the explanation, and for clarifying the issue.

Section 6: The decision of the governing board following the hearing shall be final.

Article 15

Order of Layoff and Reemployment Right

Section 1: Classified employees shall be subject to layoff for lack of work or lack of funds. When it becomes necessary to invoke the layoff procedures, such action shall take place in accordance with procedures provided by Sections 45114, 45115, 45117, 45298, 45308 of the Education Code. The Governing Board will take action in public session in the form of a resolution or Board action as provided for in Board Policy.

Section 2: Notice of Layoff: Classified employees will, insofar as possible, be given notice of layoff not less than thirty (30) days prior to the effective date of layoff and be informed of their displacement privileges, if any, and reemployment rights. (Education Code 45117). Notification of layoff shall be delivered by personal service or certified mail (return receipt requested).

Section 3: Order of Reduction: The following order will prevail in the reduction of classified personnel.

- (a) Short-term employees, by class
- (b) Substitute employees, by class
- (c) Permanent employees by class/classification

Section 4: Procedure: Bargaining unit employees who are subject to layoff for a lack of work or lack of funds, the following procedure shall be followed. The order of layoff within a class shall be determined by hours of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

Section 4(a): Bargaining unit employees who are laid off shall exercise bumping rights into any classification, within a current or previously held class, provided each of the following applies: (1) the employee is qualified for the position; (2) the same tests of fitness under which the employee previously qualified for appointment to the class remain in effect; and (3) the classification into which the employee wishes to bump is equal to or lower than the classification from which the employee was laid off.

Section 5: Seniority: For purposes of this Article, for services commencing or continuing after July 1, 1971, "length of service" means all hours in paid status, whether during the school year, a holiday recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis. Employees hired prior to July 1, 1971, shall earn seniority by years in paid status.

Section 6: Reemployment Right: Classified employees laid off due to a lack of work or lack of funds shall be eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. Employees laid off will be notified when employment or job openings exist within the District.

Section 6(a): Laid-off persons shall be reemployed in the reverse order of layoff.

Section 6(b): A permanent employee who is laid off and is subsequently reemployed within thirty-nine (39) months shall have all rights and privileges restored. However, he/she shall not receive seniority credits for District work performed while on the reemployment list.

Section 6(c): A probationary employee laid off for a lack of work or lack of funds, upon his/her return to active employment with the District, shall continue to serve out the remainder of the probation period and shall have all rights and privileges restored. No seniority credit shall be earned during the period of separation from the District.

Section 7: Seniority Roster: The District shall maintain an updated seniority roster indicating each employee's class seniority and hire date seniority. In addition, such rosters shall be available within a reasonable time after demand.

Section 8: Notification of Reemployment Opening: Any permanent employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee, and a copy shall be sent to the Association by the District, which shall acquit the District of its notification responsibility.

Section 9: Employee Notification to District: An employee shall notify the District of his or her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within twenty (20) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notifies the District of refusal of reemployment within ten (10) working days from receipt of the reemployment notice.

Section 10: Improper Layoff: Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error.

Section 11: Retirement in Lieu of Layoff: Classified employees who have been employed at least five (5) years under the Public Employees Retirement System and are fifty (50) years of age or older may elect to accept a service retirement in lieu of layoff. Such employees shall, prior to the effective date of the proposed layoff, complete and submit a form to the PERS provided by the District for this purpose. The employee shall then be placed on a thirty-nine (39) month reemployment list.

Section 11(a): The District agrees that when an offer of employment is made to eligible persons retired under this section, and the District has received within five (5) working days a written acceptance of the offer, the retired person shall be allowed sufficient time to terminate his/her retirement status with PERS.

Article 16 New Position / Vacancy

Section 1: When a new position is created or an existing position becomes vacant during the instructional year, the District shall post the vacancy in-house for a period of five (5) working days before publishing outside the District. When a new position is created or an existing position becomes vacant during the summer, the District shall send written notice to all classified employees at their last known address.

Section 2. An employee in the classification in which the new position is created or the vacancy occurs need only file a notice of intent with the District to apply for the vacancy or the newly created position. An employee who does not work in the classification in which the new position is created or the vacancy occurs must complete and submit an application for the vacant or new assignment.

Section 3. If the District receives a notice of intent or an application from a current employee during the five (5) day period, the District shall meet with those employee(s) before meeting with an outside candidate. If the District receives an application from a current employee after the expiration of the five (5) day period, the Administration shall consider that employee's application with any applications received from outside the District.

Section 4. After meeting with the current employee(s) who timely filed an application, the District may elect to interview outside candidates for the position.

Section 5. If a vacancy occurs or a new position is created within thirty (30) calendar days prior to the commencement of a school year, the District reserves the right to publish outside the District simultaneously with providing notice by mail to current classified staff members. In such a case, the District may meet with all applicants on the same day.

Section 6. The District believes in filling vacancies and newly created positions through the transfer process with qualified, competent classified employees

Section 7. The Superintendent shall, in writing, notify any employee, who applied for the newly created position or the vacancy, if he or she is not offered the assignment, if so requested by the employee.

Article 17 Extra Duty Assignments

Section 1: Each year the district will request information from all classified employees regarding their preferences and interest in performing extra-duty supervision assignments.

Article 18 New Employee Package

Each new classified employee may request upon hire to receive a hiring package containing:

- (1) Classified Master Contract (available on intra-net)
- (2) District Master Calendar (available on intranet)
- (3) Salary Schedule
- (4) Health Benefit Information
- (5) Job Description
- (6) Employment Contract

Hiring package requested by a new employee shall be delivered to the new employee within seven (7) working days.

Article 19

Association Rights

Section 1: The Association may utilize the services of outside consultants to assist in the negotiations and in the process of grievances.

Section 2: The Association shall designate one (1) representative who shall receive reasonable periods of released time without loss of compensation for purpose of meeting and negotiating and for the processing of grievances.

Section 3: The released time referred to in Section 2 of this Article may be used at the discretion of the representative, with twenty-four (24) hour notice to be given to the Superintendent, provided that such released time when taken does not interfere with District operations.

Section 4: The Association shall have the right of access at reasonable times to areas in which employees in the bargaining unit work; the right to use bulletin boards; the right to deposit Association material or communications in such classified employees' mailboxes, the right to use District facilities for the purpose of Association meetings concerned with the exercise of the bargaining unit employees' rights as guaranteed by the Act.

Section 5: The District and Association jointly recognize the right of District employees to form, join, and participate in lawful activities of employee organizations and, further, the right of employees to refuse to form, join, and participate in such lawful activities, but membership in the Association upon payment of initiation fees or monthly dues or other financial sums thereto shall not be a condition of employment with the District.

Article 20

Concerted Activities

Section 1: It is completely understood and agreed by the parties signatory to this Agreement that there will be no strike, work stoppage, slowdown, or other interference with the operation of the District by the Association, or by its officers, agents, representatives, or members or nonmembers, during the term of this Agreement.

Section 2: The Association recognizes the duty and obligation of its agents or representatives and its members or nonmembers of the bargaining unit to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operation of the District by employees who are represented by the Association, the

Association agrees to advise and direct those employees to cease and desist from such action. It is also understood and agreed that any such employee violating this or any article of this Agreement shall be subject to discipline and discharge by the District.

Section 3: In addition, all employees, whether members or nonmembers of the Association, within the bargaining unit, together with the Association, its officers, agents, or representatives, agree that there shall be no strike, slowdown, or stoppage of work, or any acts of any nature, including picketing, however peaceful, that tends to interfere with the operation of the District or any other governmental agency or body, whether such acts be related to matters wholly within the District's control or not.

Section 4: Working and other conditions prevailing immediately prior to the action that initiates a dispute or misunderstanding as may arise involving the interpretation, application, or violation of this Agreement shall be preserved unchanged until a decision has been rendered by the Advisory Arbitrator and agreed to by the District.

Article 21 Management Rights and District Powers

Section 1: It is completely understood and agreed that the District retains all of its rights and powers and its authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to direct the work of all of its employees; to determine the method, means and services to be provided; to establish the educational philosophy, goals, and objectives of the District; to ensure the rights and educational opportunities of the students; to determine the staffing patterns; to determine the number of kinds of personnel required; to determine the classification of positions; to maintain the efficiency of the District operations; to introduce new or improved methods or facilities; to change existing methods or facilities; to build, move, or modify the facilities; to enforce any rules, regulations, laws, or District policies, to carry out the responsibilities of the District in any legal manner, shape, or form; to determine the curriculum; to develop a budget, to develop and implement budget procedures; to determine the methods of raising revenues; and contract out work. In addition, the District retains the right to hire, assign, evaluate, promote, demote, terminate, suspend, transfer, lay off, and discipline employees and to take whatever action the District deems necessary and appropriate on any matter in the event of an emergency.

Section 2: In 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 any Federal or State law, rules, or regulations.

Section 3: The District retains its right to amend, change, alter, or rescind policies and practices referred to in this Agreement in cases of emergency or for any other reason deemed necessary and appropriate by the District. The determination as to whether or not an emergency exists is solely within the discretion of the Board Members and is expressly excluded from Article 20 of this Agreement.

Article 22 Grievance - Procedure

Section 1: Definitions

(a) A “grievance” means a claim by one or more employees of the bargaining unit alleging a violation, misinterpretation or misapplication of a provision or any provisions of this Agreement.

(b) An “aggrieved person” means the person or persons making the claim.

(c) A “party in interest” means the person or persons making the claim or any person or persons against whom action might be taken in order to resolve the claim.

Section 2: Purpose

(a) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of employees. These proceedings will be kept confidential at any level of the procedure.

(b) It is completely understood and agreed that nothing contained herein will be construed as limiting the right of any employee of having a grievance, to discuss the matter with the Superintendent or his/her designee, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.

Section 3: Procedure

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

(b) In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

(c) LEVEL ONE: DISCUSSION

An employee having a grievance will first discuss it with the Superintendent or his/her designee, either directly or through the Association's designated representative with the objective of resolving the matter at the lowest possible level.

(d) LEVEL TWO: WRITTEN GRIEVANCE

(1) If the aggrieved person is not satisfied with the disposition of his/her grievance at **LEVEL ONE**, or if no decision has been rendered within ten (10) working days after presentation of the grievance, he/she may file the grievance in writing simultaneously with the President of the Association and the Superintendent's office within five (5) working days after the decision at **LEVEL ONE** or fifteen (15) working days after the grievance was presented, whichever is sooner.

(2) Within ten (10) working days after receipt of the written grievance by the Superintendent's office, he/she or his/her designee will meet with the aggrieved person and a representative of the Association in an effort to resolve it.

(e) **LEVEL THREE: SUBMISSION TO ADVISORY ARBITRATION**

(1) If the aggrieved person is not satisfied with the disposition of his/her grievance at **LEVEL TWO**, or if no decision has been rendered within ten (10) working days after he/she first met with the Superintendent or his/her designee, whichever is sooner, he/she may request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions or any provision of this Agreement, it may, by written notice to the Superintendent or his/her designee, within fifteen (15) working days after receipt of the request from the aggrieved person submit the grievance to arbitration. If any question arises as to whether a particular dispute involves the interpretation, meaning or application of this Agreement, such question will first be ruled upon by the Arbitrator selected to hear the dispute.

(2) The parties shall select a mutually acceptable impartial Arbitrator. If the parties signatory hereto are unable to agree upon an Arbitrator within ten (10) working days, a request for a list of Arbitrator's shall be made to the American Arbitration Association by either party and the parties will then be bound by the A.A.A. rules in the selection of an impartial Arbitrator.

(3) The parties shall mutually agree upon the issue or issues to be submitted to the selected Arbitrator. If the parties cannot agree upon the submission agreement, each party may submit its own Arbitrator's submission agreement, and the Arbitrator shall then determine the issue or issues by referring to the grievance and the answers thereto at each step.

(4) The Arbitrator so selected will confer with the representatives of the District, and the Association, and will hold hearings promptly, and will issue his/her advisory opinion not later than thirty (30) working days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs were submitted to him. The Arbitrator's advisory opinion will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator will be without power or authority to add to, subtract from, or modify the terms of this Agreement or the written policies, rules and regulations and procedures of an act prohibited by law, or which is violative of the terms of this Agreement.

(5) The costs for the services of the Arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, and the costs of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

(f) **Binding Determination:** The Governing Board alone has the sole power to render final and binding determination of a grievance. The recommendation of the impartial Arbitrator shall only be advisory; and if, upon review, the Board Members determine that they, as a body, are unable to render a final determination on the record, they may reopen the record for the taking of additional evidence.

(g) **Sole and Exclusive Method:** In consideration of the foregoing arrangement, for adjustment of grievances or settlement of disputes, both parties to this Agreement accept this procedure as the sole and exclusive method of seeking adjustment or redress prior to instituting any proceedings in court.

Article 23

Legality

Section 1: Should any provision of this Agreement at any time during its life be found to be in conflict with Federal or State law, or as such laws may be amended, such provision or provisions shall continue in effect only to the extent permissible under the applicable law, with the understanding that if at any time thereafter such provision or provisions of the Agreement as originally embodied therein shall be restored in full force and effect from that day forward.

Section 2: In the event any provision or provisions of this Agreement should be held invalid under the law, the remainder of this Agreement shall not be affected.

Section 3: The terms and conditions of this Agreement are subject to a review of the entire District Board Members; and this Agreement does not become a valid or binding agreement without the sanction and approval of a majority of the Board Members.

Article 24

Terms of Agreement

This Agreement shall remain in full force and effect from July 1, 2020 until midnight of June 30, 2023.

Article 25

Reopener

It is agreed by both parties that those issues regarding wages, and up to one language item for the association and up to one language item for the district will be reopened yearly for the final three years of the agreement July 1, 2020 until midnight of June 30, 2023.

It is further agreed that if there is new legislation which requires changes within the scope of the bargaining process, that these issues will be bargained on an as-needed basis.

Article 26

Completion of Meet-and-Negotiation

Section 1: Should either party to this Agreement desire to amend, modify, alter, or change this Agreement for subsequent years, a written notice to that effect shall be served upon the other party not less than ninety (90), nor more than one hundred twenty (120) days prior to the expiration date of this Agreement. In the event no agreement as to the provisions of a succeeding agreement is consummated on the expiration date, this Agreement shall be declared null and void.

Section 3: During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District, unless otherwise herein provided, shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in the Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they met and negotiated on and executed this Agreement, and even though such subject or matter was proposed and later withdrawn.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the day and year first above written.

For the District:
Joseph Aldridge, Superintendent

For the Classified Association:
Lori Stewart

Appendix A

COLUMBIA UNION SCHOOL DISTRICT
CLASSIFIED ESP - NEA SALARY SCHEDULE
 (Educational Support Personnel/National Education Association)
2020-21

STEPS	1	2	3	4	5	6	7	8	11	14	17	20
School Secretary	18.65	19.40	20.17	20.98	21.82	22.69	23.60	24.54	25.28	26.04	27.34	28.16
Office Assistant II	16.60	17.26	17.95	18.67	19.42	20.20	21.00	21.84	22.50	23.17	24.33	25.06
Office Assistant I	14.22	15.60	16.22	16.87	17.55	18.25	18.98	19.74	20.33	20.94	21.99	22.65
Head Cook	19.81	20.60	21.43	22.28	23.17	24.10	25.07	26.07	26.85	27.66	29.04	29.91
Food Services Clerk	14.93	15.60	16.22	16.87	17.55	18.25	18.98	19.74	20.33	20.94	21.99	22.65
Food Services Assistant	14.34	15.60	16.22	16.87	17.55	18.25	18.98	19.74	20.33	20.94	21.99	22.65
Library Media Coord.	17.23	17.92	18.64	19.38	20.16	20.96	21.80	22.67	23.35	24.05	25.26	26.01
Computer Technician	21.59	22.45	23.35	24.29	25.26	26.27	27.32	28.41	29.26	30.14	31.65	32.60
Instruc. Tech/Yard Duty	15.95	16.59	17.25	17.94	18.66	19.41	20.18	20.99	21.62	22.27	23.38	24.08
L.V.N.	21.59	22.45	23.35	24.29	25.26	26.27	27.32	28.41	29.26	30.14	31.65	32.60
R.N.	37.07	38.55	40.09	41.70	43.37	45.10	46.91	48.78	50.25	51.75	54.34	55.97
CALPADS Data Technician	19.81	20.60	21.43	22.28	23.17	24.10	25.07	26.07	26.85	27.66	29.04	29.91

Board Approved: 3/9/2021
 Effective Date: 1/1/2021

COLUMBIA UNION SCHOOL DISTRICT
CLASSIFIED ESP - NEA SALARY SCHEDULE
 (Educational Support Personnel/National Education Association)
 2021-22

STEPS	1	2	3	4	5	6	7	8	11	14	17	20
School Secretary	19.68	20.47	21.28	22.13	23.02	23.94	24.90	25.89	26.67	27.47	28.84	29.71
Office Assistant II	17.51	18.21	18.94	19.70	20.49	21.31	22.16	23.04	23.74	24.44	25.67	26.44
Office Assistant I	15.00	16.46	17.11	17.80	18.52	19.25	20.02	20.83	21.45	22.09	23.20	23.90
Head Cook	20.90	21.73	22.61	23.51	24.44	25.43	26.45	27.50	28.33	29.18	30.64	31.56
Food Services Clerk	15.75	16.46	17.11	17.80	18.52	19.25	20.02	20.83	21.45	22.09	23.20	23.90
Food Services Assiste	15.13	16.46	17.11	17.80	18.52	19.25	20.02	20.83	21.45	22.09	23.20	23.90
Library Media Coord.	18.18	18.91	19.67	20.45	21.27	22.11	23.00	23.92	24.63	25.37	26.65	27.44
Computer Technician	22.78	23.68	24.63	25.63	26.65	27.71	28.82	29.97	30.87	31.80	33.39	34.39
Instruc. Tech/Yard Du	16.83	17.50	18.20	18.93	19.69	20.48	21.29	22.14	22.81	23.49	24.67	25.40
L.V.N.	22.78	23.68	24.63	25.63	26.65	27.71	28.82	29.97	30.87	31.80	33.39	34.39
R.N.	39.11	40.67	42.29	43.99	45.76	47.58	49.49	51.46	53.01	54.60	57.33	59.05
CALPADS Data Tech	20.90	21.73	22.61	23.51	24.44	25.43	26.45	27.50	28.33	29.18	30.64	31.56

Board Approved: 3/9/2021
 Effective Date: 1/1/2022

APPENDIX B

Paid Holidays

All probationary and permanent employees as part of the classified service 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: January 1, that day in January known as "Martin Luther King Day", February 12 known as "Lincoln Day", the third Monday in February known as "President's Day", the last Monday in May known as "Memorial Day", July 4th (only for those employees in paid status the day before or the day after), the first Monday in September known as "Labor Day", November 11 known as "Veterans Day" that Thursday in November proclaimed by the President as "Thanksgiving Day", the day after "Thanksgiving Day", December 25th. School recesses during the Christmas, and Easter periods shall not be considered holidays for classified employees who are normally required to work during that period. However, this shall not be construed as affecting vacation rights as specified in education code.

When a classified employee is required to work on any of the holidays listed above, they shall be paid compensation or given compensating time off. Time shall be calculated at one and one-half the employee's regular rate of pay or a day and one-half compensating time off.

Holidays shall be listed on the yearly District School Calendar (designated with an L)

**TENTATIVE AGREEMENT
BETWEEN THE COLUMBIA UNION SCHOOL DISTRICT
AND THE
COLUMBIA ESP-NEA ASSOCIATION**

The Columbia Union School District ("District") and the Columbia ESP-NEA ("Association") have reached a tentative agreement on the following item:

The District and Association agree to the following revised language in the collective bargaining agreement:

1. Article 13 - Assuming Duties in Other Classifications

Section 1: Classified employees shall perform duties which are not fixed and prescribed by the governing board in accordance with Education Code Section 45109, and any other duties as needed, under the approval of current supervision, which may not be within a job description but reasonably relate to everyday duties.

Section 2: *An employee may be required to perform duties inconsistent with those assigned to the position by the Administration provided that his/her salary is adjusted upward for the entire period they are required to work out of classification. The employee shall be compensated in the following manner:*

13.2.1: Only applies to cafeteria workers: The hourly pay rate for this time will be calculated based on the employee hourly-rate plus half of that rate (i.e., time and a half) for the time they perform Administration-directed out of class work. If the employee is required to work out of class for their entire shift, and their assigned position has not been filled, they will be paid time and half for their entire shift. If the employee is working out of class for part of their regular shift, and their assigned position has not been filled, they will be paid time and a half only for the portion of their shift they are actually working out of class. If the employee is required to perform out of class work outside of their regular work hours, they will be paid at the time and a half rate only for the time spent working out of class.

13.1.2: Applies to all classified staff: In the event the employee provides coverage for an absent teacher with supervision from a certificated staff member, the employee shall receive the greater of the hourly rate of pay or step one of the Instructional Tech/Yard Duty hourly rate plus ½ of the daily rate of the substitute teacher rate for each day coverage is provided or portion thereof.

Section 3: The intent of this section is to permit the District within the classified service to temporarily work classified employees outside their normal duties, but in so doing to provide additional compensation when appropriate.

Section 4: The district will hire substitutes for classified employees when it is necessary to support the instructional programs. This determination will be made by the administration.

2. Article 16 - New Position/Vacancy

Section 1: When a new position is created or an existing position becomes vacant during the instructional year, the District ~~may~~ *shall* post the vacancy in-house for a period of five (5) working days before publishing outside the District. When a new position is created or an existing position becomes vacant during the summer, the District ~~may~~ *shall* send written notice to all classified employees at their last known address.

Section 8: Bereavement Leave of Absence

Section 8(a): Every person employed in the classified service of the District shall be granted necessary leave of absence, not to exceed ~~three days~~ *five days* (5), ~~or five days if out of state travel or travel of more than 250 miles one way is required,~~ on account of the death of any family member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the governing board of the District.

3. The District and Association agree to add the After School Program Lead and After School Program Assistant as well as a salary schedule for those positions to the Collective Bargaining Agreement.
4. Association members shall receive a 2.0% increase to the salary schedule beginning July 1, 2023. The district will add steps 9 and 10 to the salary schedule at 1.5% between steps.
5. The district agrees to raise the Health and Welfare Cap to \$10,000/FTE beginning July 1, 2023.
6. The District and the Association agree to renew the contract to 2026
7. This Tentative Agreement is subject to approval by the Columbia ESP-NEA, and the Columbia Union District Governing Board.
8. This concludes negotiations for the 2021-22, 2022-23 and 2023-24 school years.