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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

AGREEMENT WITH

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 616**

JULY 1, 2021 TO JUNE 30, 2024

BOARD RATIFICATION: June 9, 2022

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024

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MEMORANDA OF UNDERSTANDING/TENTATIVE AGREEMENTS

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024

THIS AGREEMENT is made and entered into this 8th day of June, 2022, to be effective July 1, 2021, by and between the BOARD OF EDUCATION OF THE SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT, (hereinafter referred to as the "District") and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its Saddleback CHAPTER #616, (hereinafter referred to as the "Association").

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE I: RECOGNITION

- 1 A. The District confirms its recognition of the Association as the exclusive
2 representative for that unit of employees as recognized by the District in its
3 Resolution No. 55:75-76 dated May 17, 1976, and accompanying Statement of
4 Recognition dated May 10, 1976, executed by the Association and the District.
- 5 B. All newly-created classified jobs except those newly-created classifications
6 which are lawfully management, supervisory, confidential, substitute, short-term,
7 recreation, or otherwise excluded by law from the classified service shall be
8 included in the bargaining unit represented by the Association.
- 9 C. The District will use volunteers to enhance its educational program but not permit
10 the displacement of classified employees.
- 11 D. New Classifications
- 12 New classifications shall be of two types:
- 13 1. Those which result from the reclassification of an existing position and
14 which are:
- 15 a. Caused by a growth and/or expansion in responsibilities or from a
16 combination of parts of former positions;
- 17 b. Those which are new in composition and scope of responsibilities.
- 18 2. Filling New Classifications
- 19 a. If classifications are created under D.1.a. above, incumbent
20 employees in existing classifications which are eliminated as a result
21 of effecting the new classifications shall be appointed to the new
22 position(s) provided that at least 51% of the former position is included
23 in the new job classification description.
- 24 b. In all other cases, newly-created classifications shall be considered
25 "vacant" for which employees or others may apply. The provisions of
26 Article IX, Section 2.0 shall then govern such applications.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE II: RIGHTS OF THE PARTIES TO THIS AGREEMENT

A. District Rights

1. It is understood and agreed that the District retains and reserves unto itself all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by the statutes of the State of California.
2. The rights of management not expressly limited by the clear and explicit language of this agreement are expressly reserved to the District even though not enumerated, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise or failure to exercise any right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

B. Association Rights

1. The District will provide the Association without charge with bulletin board space in an easily accessible area at each site to which classified employees are assigned for the posting of notices of Association meetings, elections, and other notices pertaining to Association matters.
2. The Association shall have the right to use without charge, District mailboxes for communication to employees.
3. The Association President shall have the right to use the District email for meeting and voting announcements.
4. The Association shall have the right to use District copy machines at District cost.
5. The Association shall have the right of access at reasonable times to areas in which employees work.
6. The Association shall have the right of review at all reasonable times any material in the possession of the District to the extent permissible under applicable law and to the extent such material is necessary to the Association's negotiation and administration of this Agreement, provided,

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE II: RIGHTS OF THE PARTIES TO THIS AGREEMENT

1 however, that such material is reasonably obtainable, not confidential in
2 nature, and does not consist of a work product prepared for negotiations or
3 for contract administration.

4 a. The District will furnish the Association with a complete agenda for
5 each regular meeting of the Board of Education, excluding executive
6 sessions, Rodda Act sessions, and personnel items. Agendas will be
7 furnished as soon as possible prior to regular Board meetings.

8 7. The Association may designate a site representative at each school and/or
9 department of work and shall provide the District with a current list of such
10 representation.

11 8. Grievance Representative shall be given reasonable release time to assist
12 in the investigation and processing grievances, including reasonable
13 access to employees connected therewith and to provide Contract related
14 information to employees.

15 9. The Association President or designee shall receive annual release time
16 calculated as sixteen (16) hours per week for each work week in the
17 employee's work year calendar in which there is a paid day.

18 a. Additional release time up to 416 hours will be provided annually to
19 other employees selected by the Association President. The schedule
20 of release hours will be provided to the District on a monthly basis,
21 inasmuch as possible. These schedules are subject to approval of the
22 supervisor(s) and the Superintendent or designee.

23 10. The following formula shall apply to delegates to the Association's
24 Statewide Annual Convention: for the first 150 members = 2 delegates, for
25 each additional 100 members or fraction thereof = 1 delegate. Association
26 delegates shall be released from their duties, without loss of any pay, to
27 attend such convention, provided the District is notified in writing at least
28 thirty (30) days in advance of the name(s) of such employees and the

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE II: RIGHTS OF THE PARTIES TO THIS AGREEMENT

1 expected duration of their absence. Cost of providing replacement for such
2 employees during their absence will be paid to the District by the
3 Association.

4 11. An individual member shall not use electronic District resources, including
5 District email and distribution lists and/or WEB sites, for the purpose of
6 communicating opinions or information about matters being discussed at
7 the bargaining table concerning wages, salaries or working conditions of the
8 bargaining unit. Bargaining unit members shall adhere to the District's
9 Internet Use Agreement.

10 12. The District agrees not to pursue the contracting-out of classified services
11 which would be in violation of the Education Code or applicable State or
12 Federal law.

13 13. The Association shall have access to or receive a copy of all adopted
14 policies of the Board of Education, Administrative Regulations, and all
15 SVUSD insurance plans Evidence of Coverage, and the SVUSD Plan
16 Document. Any changes to these documents shall be communicated to the
17 Association in writing within ten (10) business days.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE III: ORGANIZATIONAL SECURITY

1 A. The District and the Association recognize the right of employees to form, join,
2 and participate in legal activities of the Association.

3 B. Dues Deduction

4 1. CSEA will provide an electronic list of members to the District for
5 authorization to commence dues deductions. The District shall deduct, in
6 accordance with the CSEA dues schedule, Association and Chapter dues
7 from the wages of all employees who are members of the Association.

8 2. Payroll deductions for membership dues shall be made on a tenths basis.
9 There shall be no charge to the Association for membership dues
10 deductions. The amount of the membership dues to be deducted shall not
11 be changed more than two times during the course of the year.

12 3. Employees on authorized unpaid leaves of absence from the District will not
13 be required to pay dues to the Association.

14 4. The District shall refer all employee requests to revoke membership to the
15 CSEA Labor Relations Representative and shall obtain his/her approval on
16 behalf of the Association before processing any revocation requests.

17 C. Hold Harmless Provision

18 1. In any case in which the provisions of this Article are contested, and it is
19 necessary for the District to defend a position, engage legal counsel, and
20 incur expenses in so doing, the Association agrees either to provide the
21 defense and costs for the District, and/or pay for such legal and defense
22 costs at the election of the Association.

23 2. The Association shall indemnify and hold the District harmless from any and
24 all claims arising from its compliance with this article for any claims made
25 by the employee for deductions made in reliance on information provided
26 by the employee organization to the employer to cancel or change
27 membership dues authorization. The employer shall be required to
28 promptly notify the Association of any claims made by employees relating

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE III: ORGANIZATIONAL SECURITY

1 to dues authorization.

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

4 D. The provisions of this Article relating to organizational security shall become null
5 and void in the event of any violation of the No-strike provisions of the
6 Agreement.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE IV: PAY PRACTICES

A. Basic Salary Schedule

The salary schedule lists the established classifications. Employees shall be compensated in accordance with the classified salary schedule (See Appendix A).

1. Each employee shall receive compensation at the rate established for the classification in which he/she is employed.
2. New employees shall normally be placed on Step "A" of the salary range applicable to their classification, and shall be advanced one (1) step upon completion of his/her probationary period. Upon verification of prior experience, the Director of Human Resources, in consultation with the supervisor, may authorize a new employee to be placed on the salary schedule no higher than Step "C".
3. An employee beginning work prior to the sixteenth (16th) day of a month shall consider the first (1st) day of the month his/her starting date for purposes of determining an anniversary date; an employee beginning work on the sixteenth (16th) day of a month or later, shall be considered to have started work on the first (1st) day of the following month for purposes of determining an anniversary date.
4. An employee shall be eligible to advance from step to step on the salary schedule upon reaching his/her anniversary date.
 - a. For purposes of this section, an employee's anniversary date shall be the date the employee completes his/her probationary period, or, in the case of a rehire or recall from layoff, six (6) months from the effective date of such recall or rehire.
 - b. A Permanent employee who applies for and accepts a promotional position will be placed on the salary schedule in accordance with Section B. After the satisfactory completion of a six (6) month probationary period in the new position, the employee shall move to

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE IV: PAY PRACTICES

the next step on the salary schedule and that date shall become his/her new anniversary date.

5. Frequency of Compensation

Unless hindered by events beyond the District's control:

- a. All salaried employees shall be paid twice a month on or before the 10th and 25th of each month, and
- b. All hourly employees shall be paid once a month on the 10th day of the month. Notwithstanding the foregoing, the District will pay hourly employees twice a month insofar as feasible and as consistent with past practice.

B. Salary on Promotion

When an employee is promoted to a higher salary range, he/she shall be placed at the lowest step of the new range which provides a raise of one full increment (approximately 5%). This section does not apply to employees whose positions have been placed at a higher range as a result of reclassification.

C. Salary on Demotion

1. District Initiated

An employee moved by the District from a classification of higher pay to a classification of lower pay will be placed at that salary which is closest to and below the one he/she had been receiving in the higher classification.

2. Employee Initiated

An employee moved at his/her request from a classification of higher pay to a classification of lower pay will be placed at the salary commensurate with his/her service with the District provided such placement does not exceed the salary the employee had been receiving in the higher classification.

D. Salary on Temporary Assignment

The District may temporarily assign an employee to duties of a higher or lower classification. Such assignments must be approved by the Assistant

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE IV: PAY PRACTICES

1 Superintendent, Human Resources or designee. An employee temporarily
2 assigned to a higher classification for more than five (5) working days within a
3 15-calendar-day period will have his/her salary adjusted upward for the entire
4 period he/she is required to work in that higher classification.

5 E. Shift Differential Pay

6 1. An eight (8) hour employee whose assigned work shift commences
7 between 12 noon and 11 p.m., shall be paid a shift differential premium of
8 five percent (5%) an hour above the regular rate of pay for all hours worked.
9 Any employee whose work shift commences between 6 and 11 p.m., shall
10 be paid a shift differential premium of five percent (5%) an hour above the
11 regular rate of pay for all hours worked. Any employee whose assigned
12 work shift commences between 11 p.m. and 5 a.m. shall be paid a shift
13 differential of ten percent (10%) an hour above the regular rate of pay for all
14 hours worked. Any employee whose assigned work shift begins at 12 noon
15 or later may be given the option of completing his/her assigned tasks
16 between the hours of 6 a.m. and 5 p.m., whenever students and teachers
17 are on holidays.

18 F. Longevity Pay

19 Effective July 1, 1994, longevity pay shall be a salary additive of \$43.90 per
20 month for each year of employment service beginning with the eighth (8th) year
21 of employment service and continuing through the twenty-fourth (24th) year of
22 employment service. Employees will enter into the program after completing
23 seven (7) years of service with the District. Those employees who have twenty-
24 four (24) years or less of service as of July 1, 1994, will receive a maximum
25 longevity stipend of \$8,955.60 (\$43.90 X 12 X 17). Employees presently in the
26 program in years six (6) or seven (7) will continue moving through the program
27 until the twenty-fourth (24th) year of employment service (\$43.90 X 12 X 19).
28 Those employees who have twenty-five (25) years or more of service on July 1,

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE IV: PAY PRACTICES

1994, will receive the same stipend they will be receiving on June 30, 1994.

For those employees who work less than eight (8) hours per day, longevity pay will be on a prorated basis. Employees who do not receive an overall rating of at least "satisfactory" on their annual performance evaluation shall not be eligible to receive his/her latest longevity benefit increments until receipt of a subsequent satisfactory evaluation. Any employee who does not receive an evaluation on or before the longevity date, will receive the longevity benefit increment.

Employees in the Preschool Program shall receive the same Longevity Pay as all other bargaining unit members.

G. First Aid Certificate Pay

Upon approval of his/her immediate supervisor in accordance with District policy, an employee possessing a valid, current District-approved First Aid Certificate, including current CPR Certificate, shall receive a two and one-half percent (2 1/2%) increase in his/her basic rate of pay for the period of possession so long as said employee remains in a position approved to receive compensation for possession of such valid certificate, and so long as such certificate remains valid.

H. Food Safety Certificate Pay

Upon approval of the Assistant Superintendent, Business Services, one designated employee per site possessing a valid District-approved Food Safety Certificate shall receive a one percent (1%) increase in his/her basic rate of pay for the period of possession so long as the designated employee remains in a position approved to receive such compensation and the certificate remains valid.

I. Bilingual Stipend

Upon determination of need by the District, including the request of the site principal or division supervisor, the District may authorize a one percent (1%) increase in an employee's basic rate of pay for purposes of requiring skill in a second language. The authorization of the bilingual stipend must be determined

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE IV: PAY PRACTICES

by a site principal or division supervisor for an employee.

The principal or division supervisor, who determines that bilingual skills are essential, must submit a request for the bilingual stipend, along with a justification statement indicating the need, to the Director of Classified Personnel. The employee must pass the reading and writing proficiency examination in the designated second language. Stipends for employees will become effective on the first of the month following Board approval. No stipend will be retroactive. In the event that two or more employees are equally qualified for the stipend and only one stipend is available, the employee with the greatest seniority shall receive the stipend.

J. Specialized Health Care Stipends

1. Insulin Injections

The district shall authorize the stipends listed below for the health office aide, office manager, or other designated employee, when a student requires insulin injections as identified in the student's health care plan.

a. The health office aide or employee designated by the site as the primary employee responsible for administering insulin injections shall receive four percent (4%) of the employee's basic rate of pay, to be paid monthly.

b. An additional employee designated by the site to serve in the absence of the primary employee responsible for administering insulin injections shall receive two percent (2%) of the employee's basic rate of pay, to be paid monthly.

Qualifying employees must receive proper training per state requirements and volunteer to administer insulin injections.

2. Other Specialized Healthcare Procedures

Employees in the Instructional Assistant – Moderate/Severe classification performing specialized healthcare procedures, including but not limited to

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE IV: PAY PRACTICES

suctioning and G-tube feeding and cleaning, shall receive four percent (4%) of the employee's basic rate of pay, to be paid monthly.

K. Call Back Pay

1. An employee called back to work after the end of his/her normal workday will receive a minimum of three (3) hours compensation.
2. When an employee receives an after hour phone call and can support the request via remote device (computer, phone) his allowable chargeable overtime is the actual time worked or a minimum of thirty (30) minutes.

L. Professional Growth Pay

1. A Professional Growth Program, administered by the District Human Resources Office, shall be maintained for the duration of this Agreement.
 - a. First Tier: Full-time employees will receive an increment of \$11.44 per semester unit, per month for each earned, approved unit of work completed at an accredited university, college, or community college, or other approved educational source up to a maximum of forty (40) approved credited units. Units taken must improve an employee's present skills in their present job, allow the employee to acquire new skills in a new job in the District to which the employee may wish to advance, or for which the employee may be training, or be applicable to a requirement for a degree program which the employee is pursuing. Unit(s) of work must be verified with appropriate documentation. For those employees who work less than eight (8) hours per day, professional growth pay will be on a prorated basis.
 - (1) Effective July 1, 2019, employee of The Learning Connection shall be eligible to enter into the Professional Growth Program as follows:
 - (a) Upon completion of five (5) continuous years of service with the District.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE IV: PAY PRACTICES

(b) After the date of hire, credit will be given for units of work that are directly related to the field of education or childhood studies.

b. Second Tier: Full-time employees will receive an increment of \$11.44 per semester unit, per month for each earned, approved unit of work completed at an accredited university, college, or community college, up to a maximum of thirty-five (35) approved credited units. Units taken must be applicable to a requirement for a Bachelors degree, Masters degree, and/or a teaching credential. Unit(s) of work must be verified by transcript or grade card. For those employees who work less than eight (8) hours per day, professional growth pay will be on a prorated basis.

(1) Effective July 1, 2019, employee of The Learning Connection shall be eligible to receive credit for units of work completed during employment after completion of five (5) continuous years of service with the District.

2. Units to be taken in Tier 1 and Tier 2 must be reviewed by the supervisor and approved by the Superintendent or Designee. The total amount of units for both Tier 1 and Tier 2 is seventy-five (75) units. All classes taken for professional growth must be taken outside the work day during non work time.

3. Professional Growth Appeal Committee, consisting of five (5) classified employees who are CSEA members in good standing from the bargaining unit, three (3) appointed by the District and two (2) appointed by the Association shall be formed and maintained as needed.

4. Pay for professional growth is not retroactive but credit for approved/qualifying professional growth will be granted retroactively.

5. Effective July 1, 2019, Preschool employees are eligible to enter into the

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE IV: PAY PRACTICES

1 Professional Growth Program.

2 M. Mileage Reimbursement

3 An employee required by the District to use his/her own vehicle on District
4 business shall be reimbursed at the prevailing rate established by policy of the
5 District within thirty (30) days after the submission of the claim.

6 N. Payroll Adjustments

7 If any payroll adjustment is due an employee because of County or District error,
8 the District shall issue a supplemental check immediately after the employee
9 notifies the payroll department.

10 O. Classified Coach

11 Employees who coach two or more teams during a school year shall be paid a
12 stipend.

13 P. Stipends

14 Stipends, including certificate pay and professional growth pay, will become
15 effective the first month if received in Human Resources by the 16th day or the
16 first of the following month if received after the 16th day. No stipend will be
17 retroactive.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE V: WORK HOURS, OVERTIME, PREMIUM PAY

A. Hours of Employment

Working hours shall be established for all employees by the Superintendent, in keeping with the particular needs of the department concerned.

1. The District will notify each employee of assigned work hours no less than fourteen (14) calendar days prior to the start of their work year. Such notice shall not constitute a guarantee of work.

a. An employee shall be provided fourteen (14) calendar days notice of any subsequent changes in regularly assigned work hours during the school year. The change may be implemented sooner with mutual agreement between the employee and their supervisor.

b. An employee shall be provided seven (7) calendar days notice of a temporary change in their assigned work hours. The temporary change may be implemented sooner in the case of an emergency situation or upon mutual agreement between the employee and their supervisor. A temporary change in the start time of the assigned work hours will not exceed sixty (60) minutes unless mutually agreed upon by the employee and their supervisor.

c. The District agrees to meet and confer with any employee who has a conflict as a result of any change in the assigned work hours. An employee may opt to have a CSEA Representative meet on their behalf. If there is not an opportunity to meet during the aforementioned notification periods, up to an additional seven (7) calendar days will be provided to resolve the conflict.

2. The District shall provide a school year calendar for all classified employees every year.

3. Minimum Work Day

a. A minimum day is a day when students are not in attendance the full day. These are regular work days for classified employees. However,

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE V: WORK HOURS, OVERTIME, PREMIUM PAY

employees in food service, or instructional assistants who provide direct services to students may be assigned alternative work on these days. Classified employees wishing to be off on any of these days may do so with the approval of the supervisor, by using accrued vacation or other authorized leave. Days designated as minimum days shall be included in the District School Year Calendar. The publication of the School Year Calendar for classified employees shall constitute the notice requirement of Section A.1.

4. Modified Work Day

a. A modified work day is a non-school day for students and they are not in attendance. These are regular work days for classified employees. However, employees in food service or instructional assistants who provide direct services to students may be assigned alternative work on these days. Classified employees wishing to be off on any of these days may do so, with the approval of the supervisor, by using accrued vacation or other authorized leave.

5. Recess Day

A recess day is a non-school day when neither students nor teachers are in attendance. These are regular work days for classified employees. Classified employees who provide direct services to students (e.g., instructional aides, food service workers and campus supervisors) are expected to take vacation on these days, with approval of the supervisor.

6. Rest Period

All employees shall be granted a fifteen (15) minute rest period for each consecutive four (4) hour period of work in accordance with a schedule arranged by their designated administrator or supervisor. Employees working at least two (2) but less than four (4) consecutive hours shall be granted fifteen (15) minute rest period in accordance with a schedule

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE V: WORK HOURS, OVERTIME, PREMIUM PAY

arranged by their designated administrator or supervisor. Whenever practical, such rest period shall be at or near the mid-point of such four-hour or two-hour period and shall not occur either at the beginning or end of such period(s) except when conditions make it impossible to schedule the break(s) otherwise.

a. Rest period time is not cumulative.

7. Lunch Period

All employees whose assigned work hours are six (6) hours or more shall be entitled to an unpaid duty free lunch period of thirty (30) minutes per day.

8. Increase in Assigned Part-Time Hours

An employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive workdays, or more, during any fiscal year shall have his/her basic assignment changed to reflect longer hours in order to acquire fringe benefits on a properly prorated basis for the time period during which the employee worked the additional hours.

B. Classified Employee Work Year

1. The number of total paid days and work days assigned to the Work Year category calendars listed below are included in Appendix B:

<u>Work Year</u> <u>Category</u>	<u>Approximate</u> <u>Work Months</u>	<u>Work Year</u> <u>Calendar(s)</u>
Category 1	9.50	8, 9, 10, 11, 12
Category 2	10.00	20
Category 3	10.50	30
Category 4	10.75	40
Category 5	11.00	50, 51, 52
Category 6	11.25	60
Category 7	11.50	70, 71, 72

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ARTICLE V: WORK HOURS, OVERTIME, PREMIUM PAY

1 Category 8 12.00 80

2 a. The District shall notify all Classified bargaining unit employees of their
3 Work Year Category and assigned number of work days for the
4 following year no later than June 15 of the current year.

5 2. The work days assigned to each work year category include all days the
6 employee is eligible for pay.

7 3. The total number of work days assigned to each Work Year Category shall
8 not vary from year to year except in the event the number of instructional
9 days in a school year is increased or decreased in accordance with a State
10 statute, except as stated above in B.1. In this event, the District shall
11 provide CSEA with a written notice of the modification and rationale. All
12 other changes shall be subject to the criteria specified in Sections B.1., B.4.
13 and B.5.

14 4. Work Year Category Adjustments

15 The District shall change the categorical work year of individual unit
16 positions greater than one category change, as provided in B.4.a. and B.4.b.
17 below, only with the agreement of the Association.

18 a. Adjustments resulting in assignment of an employee to a work year
19 category with an increased number of work days: The District may
20 adjust the work year category of an employee in Category 1 through
21 7, as specified in Section B. above, provided the adjustment made
22 shall not exceed the movement of more than one (1) category in a
23 fiscal year, except in the case of the implementation of a year round
24 school program in which case the District may make an adjustment not
25 to exceed the movement of more than seven (7) categories in a fiscal
26 year.

27 b. Adjustments resulting in assignment of an employee to a work year
28 category with a reduced number of work days: The District may adjust

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE V: WORK HOURS, OVERTIME, PREMIUM PAY

1 the work year category of an employee in Categories 2 through 7, as
2 specified in Section B. above provided the adjustment made shall not
3 exceed the movement of more than one (1) category in a fiscal year,
4 except in the case of the termination of a year round school program
5 in which case the District may make an adjustment not to exceed the
6 movement of more than six (6) categories in a fiscal year.

7 c. Upon mutual agreement between the employee and the District, an
8 employee may be temporarily assigned additional work days beyond
9 his/her regularly assigned work year category to meet the unique or
10 emergency operational needs of the District. An employee whose work
11 year is temporarily extended shall receive his/her regular rate of pay
12 for all additional days worked. Nothing in this provision shall preclude
13 the District from requiring an employee to report to duty to meet
14 operational or emergency needs of the District as provided elsewhere
15 in this agreement.

16 d. In the event an employee declines a change in work year category due
17 to the effects of a year round school program, the District shall offer all
18 employees in the same classification and work year category, an
19 opportunity to request the assignment. If two (2) or more employees
20 in the same classification and work year category request the
21 assignment, the District shall make the assignment in accordance to
22 their seniority. Notwithstanding this provision and pursuant to Section
23 B.5.d., the District shall make the assignment provided the employee
24 retains his/her transfer rights for the balance of the fiscal year or for a
25 period not to exceed one (1) year, whichever comes first.

26 5. In the event the District effects a work year category adjustment pursuant
27 to this agreement the following criteria shall apply:

28 a. Unless mutually agreed to otherwise, the District shall not normally

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE V: WORK HOURS, OVERTIME, PREMIUM PAY

change an employee's work year category during the school year.

b. If an employee's work year category is changed by one category as provided in Section B.4.a. and B.4.b., the District will notify the employee and the Association.

c. An employee notified of a change in work year category that results in a reduced work year may elect to utilize Article XIV, Layoff/Reduction Hours.

d. An employee notified of a change in work year category that results in an increased work year may transfer into a vacant position in the same work year category, in which the employee meets the minimum qualification requirements.

6. The District shall designate the beginning and ending dates of each work year based on the school calendar.

a. Work year category calendars are finalized in collaboration with the Association.

C. Overtime/Extra Hours

All overtime must have prior approval from the immediate supervisor, or as authorized by the Superintendent.

1. Overtime shall be any work in excess of eight (8) hours in any working day or over forty (40) hours in a calendar week. In the event the District implements a modified work schedule during the Summer Recess period, then overtime shall be defined as any work excess of forty (40) hours in a calendar week.

2. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee.

3. The District shall offer overtime/extra hours on an equal distribution basis

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE V: WORK HOURS, OVERTIME, PREMIUM PAY

1 insofar as possible within a job classification, work location and assignment.

2 4. Overtime Compensation: Payment or Compensatory Time

3 Employees who have performed authorized overtime work shall be
4 compensated at the rate of one and one half (1-1/2) times the employee's regular rate
5 of pay. Such compensation shall either be paid in accordance with the normal pay
6 schedule or may be taken as compensatory time off. Earned compensatory time off
7 must be taken by the employee within ninety (90) days. In the event the employee
8 does not utilize accrued compensatory time during the ninety (90) day period, the
9 employee shall be paid in accordance with the normal pay schedule. In all cases,
10 compensatory time shall be taken at a time mutually convenient to the employee and
11 the immediate supervisor or designated administrator. No employee shall accrue
12 more than one hundred and twenty (120) hours of compensatory time.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE VI: NON-SALARY BENEFITS

1 “Registered Domestic Partnership” means both persons have filed a Declaration of
2 Domestic Partnership with the Secretary of State of California pursuant to Section 298
3 of the Family Code and for whom that partnership is still valid.

4 A. Insurance Programs

5 a. The District will contribute toward the cost of the PPO and HMO medical care
6 insurance policy premiums or programs, mental health care insurance policy
7 premiums or programs, dental care insurance policy premiums or programs,
8 vision care policy premiums or programs, and life and accidental death and
9 dismemberment insurance policy premiums or programs for group plans
10 covering eligible active employees and eligible active dependents, subject to the
11 employee working more than thirty (30) hours a week and making an annual
12 contribution for the balance of the premium above the District contribution. (See
13 Plan Document for complete regulations regarding eligibility).

14 For the 2021 benefit year, the Board shall implement annual employee payroll
15 contributions for HMO and PPO medical and mental health benefit coverages
16 as follows:

17 NARROW NETWORK HMO

- 18 • \$0 employee only
- 19 • \$0 employee plus one dependent
- 20 • \$0 employee plus two or more dependents

21 HMO

- 22 • \$885 employee only
- 23 • \$1,328 employee plus one dependent
- 24 • \$1,770 employee plus two or more dependents

25 EPO

- 26 • \$1,790 employee only
- 27 • \$2,415 employee plus one dependent
- 28 • \$2,965 employee plus two or more dependents

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE VI: NON-SALARY BENEFITS

PPO

- \$3,580 employee only
- \$4,830 employee plus one dependent
- \$5,930 employee plus two or more dependents

Effective January 1, 2022, the annual District contribution to health benefits shall be:

- \$10,195 employee only
- \$21,404 employee plus spouse/domestic partner
- \$18,349 employee plus child(ren)
- \$30,579 employee plus family (spouse/domestic partner plus child(ren))

Effective January 1, 2023, the District contribution to health benefits shall be no lower than:

- \$6,782 employee only
- \$14,238 employee plus spouse/domestic partner
- \$12,206 employee plus child(ren)
- \$20,342 employee plus family (spouse/domestic partner plus child(ren))

For the 2021, 2022 and 2023 benefit years, the District will make a contribution of \$750 to a qualified Health Reimbursement Account (HRA) for each eligible employee participating in a District sponsored HMO medical plan, \$1,000 to a qualified Health Reimbursement Account (HRA) for each eligible employee participating in the District sponsored EPO medical plan and \$1,500 to a qualified Health Reimbursement Account (HRA) for each eligible employee participating in the District sponsored PPO medical plan.

For the 2022 benefit year, each eligible employee participating in a District sponsored Narrow Network HMO medical plan (VIVITY OR SELECT) will receive an additional \$500 HRA contribution for a total HRA contribution of \$1,250.

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AGREEMENT WITH CSEA, 2021-2024
ARTICLE VI: NON-SALARY BENEFITS

1. For purposes of this Article "dependent" shall mean an employee's spouse or registered domestic partner or an employee's child or child of a registered domestic partner, including any stepchild, legally adopted child or foster child of the employee or his/her registered domestic partner who is less than 26 years of age, is not covered for benefits as a District employee, and is not a member on active duty with the Armed Forces.

2. Employees working twenty (20) hours per week, or more, prior to the Board ratification of the 1998-01 Contract are eligible for participation in such insurance programs subject to the employee making an annual contribution, so long as they remain in a position of twenty (20) hours a week or more.

3. Employees working between twenty (20) hours a week and thirty (30) hours a week (inclusive), (excluding hours worked as a substitute, short term, recreation or otherwise excluded by law from the classified service) employed on or after the ratification of the 1998-01 Contract (April 20, 1999), will be eligible for participation in an HMO medical care insurance policy premium or program for the group plan covering eligible active employees.

The annual contributions for the employee only will be a percentage of premium as follows:

<u>Hours</u>	<u>Employee</u>
20-24.9 hours/week	50%
25-29.9 hours/week	25%
30 hours/week-full network HMO	10%
30 hours/week-TRIO HMO	0%

Dependent coverage may be purchased by the employee. Each group plan must be recognized and approved by the District.

5. Employees working less than twenty (20) hours per week shall not be eligible for participation in a medical care insurance plan, mental health care

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE VI: NON-SALARY BENEFITS

insurance plan, dental care insurance plan, vision care insurance plan or life and accidental death and dismemberment insurance plan as approved by the Board and no contributions will be made by the District on behalf of those employees.

6. Effective July 1, 2003, employees in the Preschool and The Learning Connection Programs who work assignments of six (6) hours or more per day shall be eligible to participate in the District's HMO medical plan. Employees in the Preschool and The Learning Connection Programs who work assignments of less than six (6) hours per day shall not be eligible for participation in the District's medical plan.

7. Health Benefits for Retirees

An employee who has served the District for a period of not less than ten (10) full-time years is eligible for benefits as a retiree in accord with the provisions below. For the purposes of this section, full-time is defined as six (6) hours or more per day for all 9.5 – 12.0 month employees.

- a. A classified employee who has served the District in an assignment of six (6) hours or more per day for a period of not less than ten (10) full-time years and who has attained the age of 50, may extend coverage for a period of eight (8) years or until age 65, whichever occurs first.
- b. A classified employee who has served the District in an assignment of six (6) hours or more per day for a period of not less than fifteen (15) full-time years and who has attained the age of 50, may extend coverage for a period of fifteen (15) years or until age 65, whichever occurs first.
- c. A classified employee who has served the District in an assignment of six (6) hours or more per day for a period of not less than ten (10) full-time years and who has attained the age of 55, may extend coverage until age 65.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE VI: NON-SALARY BENEFITS

- 1 d. The employee may extend the entire health benefits package of
2 medical, mental health, dental, vision and life and accidental death and
3 dismemberment benefits if the employee has received or been eligible
4 to receive the entire health benefits package for a period of not less
5 than ten (10) years.
- 6 e. An employee who does not meet the criteria outlined in provision
7 A.7.d. may extend only medical and mental health if the employee has
8 received or been eligible to receive medical and mental health benefits
9 for a period of not less than ten (10) years. Dependent coverage may
10 be purchased by the employee.
- 11 f. Employees who retire from the District and from PERS on or after
12 January 1, 2003 shall make the same contributions for medical
13 coverage required of existing employees. In the event the retiree who
14 meets the criteria outlined in provision A.7.d. dies, and the spouse or
15 registered domestic partner and/or eligible dependents are enrolled in
16 the District's Health Benefits program, the health benefits (medical,
17 mental health, dental, and vision) will be continued for the retiree's
18 spouse or registered domestic partner and eligible dependents
19 (pursuant to Plan Document provisions) provided he/she has attained
20 the age of 55 and has not attained the age of 65. In the event the
21 retiree who meets the criteria outlined in provision A.7.d. attains the
22 age of 65, the health benefits will be continued for the retiree's spouse
23 or registered domestic partner provided he/she has attained the age
24 of 55 and has not attained the age of 65. In the event the retiree who
25 meets the criteria outlined in provision A.7.d. is 55 to 65 and the
26 retiree's spouse or registered domestic partner is over 65, health
27 benefits will be continued for both the retiree and the retiree's spouse
28 or registered domestic partner until the retiree reaches the age of 65.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE VI: NON-SALARY BENEFITS

1 In the event the retiree who meets the criteria outlined in provision
2 A.7.e. is 55 to 65 and the retiree is purchasing coverage for a spouse
3 or registered domestic partner who is over 65, health benefits will be
4 continued for both the retiree and the retiree's spouse or registered
5 domestic partner until the retiree reaches the age of 65. These
6 insurance benefits shall be secondary to any benefits for which the
7 retired employee or his/her spouse/registered domestic partner is
8 eligible under Medicare or MediCal.

9 g. After the retiree is no longer eligible for District Health Benefits, the
10 retiree and his/her eligible and enrolled dependents or registered
11 domestic partner may purchase the same health benefits he/she was
12 enrolled in immediately prior to loss of District Health Benefits
13 coverage through COBRA for a fee of 102% of the cost of benefits for
14 active employees, (unless the retiree is no longer eligible for COBRA
15 benefits). These benefits shall be secondary to any benefits for which
16 the retiree or dependents is eligible under Medicare or Medical.

17 h. When the retiree is no longer eligible for COBRA benefits, the retiree
18 and his/her eligible and enrolled spouse or registered domestic partner
19 may purchase the same medical and/or dental benefits he/she was
20 enrolled in immediately prior to loss of COBRA coverage. Those who
21 are Medicare eligible may purchase the same medical and dental
22 benefits provided to regular employees for a fee of 140% of the cost of
23 the benefits for regular employees. These benefits shall be secondary
24 to Medicare. Employees who retire on or after July 1, 2004 and are
25 not Medicare eligible may purchase these benefits at 300% of the cost
26 of benefits for regular employees.

27 8. Disability Retirement

28 Employees who take disability retirement will be afforded the opportunity to

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE VI: NON-SALARY BENEFITS

participate in the District's Health Plan until age 65 subject to the provisions
of A.7.g. and A.7.h.

9. The District shall maintain in force the same insurance programs during this
agreement insofar as the carriers will allow. The District may change
insurance benefit carriers in order to provide like coverage and eligible
employees must continue to participate in the insurance programs of the
District.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE VII: HOLIDAYS AND HOLIDAY PAY

A. Holidays Designated

An employee shall be paid for the following holidays if he/she is in a paid status on the day before and/or the day immediately following the holiday or the last day of his/her normal working assignment before the holiday, or the first day of his/her normal working assignment after the holiday:

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve

New Year's Day

Dr. Martin Luther King, Jr. Day

Lincoln's Birthday

Washington's Birthday

Spring Recess Holiday

Memorial Day

*Independence Day

Labor Day

Admission Day

* Note: Employees not assigned to work during the summer recess shall not be eligible for these holidays.

1. The particular date upon which the holiday shall be observed shall be established by the District. The date upon which holidays shall be observed and the day designated as Fall Recess Day shall be included in the District School Year Calendar for classified employees.

2. Time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE VII: HOLIDAYS AND HOLIDAY PAY

shall be considered as time worked by the employee for the purpose of
determining paid status.

B. Holiday Pay

An employee required to work on a holiday shall be compensated at two and
one-half (2-1/2) times his/her regular rate of pay for all hours worked.

C. Floating Non-Work Days

Category 8 (12 month) employees paid days will be 260 including holidays and
vacation, and floating non-work days will be adjusted when the calendar is 261
or 262 days. Floating non-work days will be requested the same as vacation. If
not used, these days will not be paid out.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE VIII: VACATION AND VACATION PAY

1 A. Vacation Eligibility

2 An employee who has satisfactorily completed his/her probationary period is
3 eligible to receive a vacation with pay.

4 B. Vacation Allowance Determination

5 All employees shall earn vacation allowance in proportion to the hours they work
6 according to the schedule attached hereto and marked Appendix "C".

7 1. Vacation allowance is accrued on a fiscal year basis (July 1 – June 30) and
8 will be allocated at the beginning of the fiscal year.

9 C. Vacation Scheduling

10 Vacation is provided with the intent of giving employees an annual break from
11 their work routine. For that reason, the supervisor should make every effort to
12 allow the employee to schedule vacation so that the employee is provided with a
13 suitable period of contiguous vacations days.

14 1. All classified employees shall submit a Work Year calendar indicating their
15 vacation schedule for the year to their supervisor no later than the last day
16 of the current school year for the following fiscal year.

17 a. Employees whose vacation schedule is denied may request the
18 reasons for the denial in writing. Such written explanation shall be
19 given to the employee within five (5) calendar days of the receipt of the
20 request.

21 2. Vacation entitlement shall be used no later than June 30 of the current fiscal
22 year.

23 a. If an employee is unable to take his/her vacation, due to extenuating
24 circumstances, the employee shall submit a "Request to Carry-Over
25 Vacation Days" form to their supervisor. The decision to grant the
26 request shall be based on documentation provided by the employee,
27 reviewed by the supervisor and approved by the Superintendent or
28 designee.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE VIII: VACATION AND VACATION PAY

- b. The maximum number of unused days of vacation to carry-over shall not exceed twenty-two (22) days.
 - c. An employee's total available vacation days shall not exceed forty-four (44) days at any time.
 - d. Any employee whose vacation carry-over exceeds twenty-two (22) days as of July 1 will accrue vacation at a rate of five-sixths ($5/6$) of a day for each month in which the employee is in a paid status for more than one-half ($1/2$) the working days in a month, providing the employee is regularly employed five (5) days per week, seven (7) to eight (8) hours a day. An employee in paid status for less than one-half ($1/2$) the working days in a month, or who work fewer than thirty-five (35) hours a week, will accrue vacation at the rate of 0.03846 for each hour of paid service, not including overtime. This rate of accrual will apply until such time as the number of vacation days falls below twenty-two (22), at which time the employee shall return to the normal rate of vacation accrual and accrue vacation as per Vacation Schedule marked Appendix "C".
3. The supervisor shall make the final decision as to when an employee may take vacation. Vacation schedule approval shall be determined by the supervisor based upon the employee's request and the operational needs of the District. The supervisor shall endeavor to approve vacation as requested by the employee. In the event two or more employees request the same day(s) of vacation, and both or all of these employees cannot be on vacation at the same time due to the operational needs of the department, and all factors being equal within a job classification, work location and/or assignment, vacation shall be approved by length of service within the District. Vacations shall normally be taken during non-school days (recess days as defined in Article V), when neither students nor

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE VIII: VACATION AND VACATION PAY

1 teachers are present, unless otherwise approved by the supervisor, or
2 during such time as the workload of the school or department permits.

- 3 4. When a holiday specified in Article VII falls during a scheduled vacation, the
4 day shall be considered a holiday and shall not be deducted from the
5 employee's accrued vacation.

6 D. Suspension of Vacation

7 An employee may interrupt or terminate vacation in order to begin another type
8 of paid leave without a return to active service, provided the employee provides
9 adequate notice and relevant supporting information regarding the basis for such
10 interruption or termination.

11 E. Payment for Accrued Vacation

- 12 1. Any unused, accrued vacation for employees in Work Year Categories 1
13 and 2 shall be paid out at the employee's rate of pay in effect for said
14 employee's classification at the end of each fiscal year. Employees may
15 request up to six and a half (6.5) days to be carried over for use in the next
16 fiscal year. Request to Carry-Over Vacation Days of up to six and a half
17 (6.5) days shall be submitted by June 1 identifying the dates the carried
18 over days will be utilized.

- 19 2. In the event of the termination of an employee, vacation allowances
20 accumulated will be paid in a lump sum with the last regular salary warrant.
21 Such payment shall be at the employee's rate of pay in effect for said
22 employee's classification at the time of his/her termination.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE IX: GENERAL PERSONNEL PROVISIONS

A. Promotional Opportunities

Employees within the bargaining unit making application for any vacancy for which they meet the minimum established qualifications shall be interviewed.

B. Posting of Position Vacancies

Notice of all job vacancies shall be posted on the District website. The job vacancy notice shall remain posted for a minimum of five (5) working days.

1. To allow first consideration for vacant positions to lateral transfers, Principals/Supervisors shall review the applications for lateral transfer submitted on the appropriate form after the position has been posted for five (5) working days.

2. In the event that a lateral transfer is not selected to fill the vacancy, the Principals/Supervisors will consider candidates from the general applicant pool after the posting deadline.

3. The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, number of days per week, and months per year assigned to the position, the salary range, the deadline for filing to fill the vacancy, and procedures for filing. Applicants shall be provided a copy of the job description upon request.

C. Transfer Requests

When a new position is created or an existing position becomes vacant, any employee in the same classification may apply for a lateral transfer.

D. Involuntary Transfers

1. If an employee is transferred involuntarily, the employee shall be provided seven (7) working days notice prior to the effective date of the transfer, unless an emergency exists, or is mutually agreed to otherwise.

2. Prior to the involuntary transfer, an employee shall have the opportunity to meet with the supervisor to discuss specific reasons for the transfer. The

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1 employee may have a representative present at the meeting.

2 E. Notification of Selection

3 If an in-district employee is not selected for a vacant position, the supervisor shall
4 provide the employee with the reasons for the denial at the time of notification,
5 or in writing within ten (10) days of request by the employee.

6 F. Notification of Placement and Reclassification

7 Upon initial employment and upon each change in classification thereafter, each
8 employee shall be furnished a copy of his/her job description, salary data, and
9 work location, together with duty hours and the prescribed work week. The salary
10 data shall include the pay period, daily, hourly, overtime, and differential rate of
11 compensation, whichever are applicable. One (1) copy each shall be retained
12 by the employee and his/her supervisor.

13 G. Staffing of New Schools

- 14 1. Care shall be given to avoid adversely impacting an existing school.
15 2. No employee shall be continually prohibited from transfer or promotion to
16 new schools.

17 H. Probation Period

18 All employees new to the District or promoted to another position shall serve a
19 period of probation that shall not exceed six (6) months or 130 days of paid
20 service, whichever is longer, including any employees who are rehired by the
21 District after an absence from employment in the District for greater than thirty-
22 nine (39) months. The purpose of the probationary period is to satisfy the District
23 that the employee is capable of performing the work satisfactorily, and a
24 probationary employee may be released at any time during the probationary
25 period for unsatisfactory performance without right to appeal under this
26 Agreement.

27 1. Employee Failing to Meet Requirements of New Position

28 When an employee is promoted to a new position, he/she shall serve a new

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probationary period. If the employee fails to meet the requirements of the new position, the employee may:

- a. Transfer to any vacant position in a classification in which the employee has seniority rights, or
- b. If no vacancy is available in which the employee has seniority rights, the employee may bump the least senior employee in any position he/she formerly served and has seniority.

I. Employee Personnel File

1. The personnel file of each employee shall be maintained at the District's Central Administration Office. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file, unless otherwise required by law.
2. An employee shall be provided with a copy of any derogatory written material ten (10) workdays before it is placed in the employee's personnel file. Every effort shall be made to hand deliver a copy of this derogatory material by a supervisor or it shall be sent by certified mail. The employee shall be given an opportunity during normal working hours, and without loss of pay, to initial and date the material and shall have the opportunity to attach a written response to the material.
3. An employee shall have the right at any reasonable time to examine material in his/her personnel file. Reasonable release time without loss of pay shall be granted for this purpose. All personnel files will be considered confidential and will be available only to those having a legal or professional right to inspect them. All written materials filed (except for those obtained in connection with employment or which were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination), shall be available for inspection by the employee involved. The District reserves the right to have a representative present

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when any file is examined.

4. An employee shall have the right to authorize a representative, bearing a signed authorization, to examine his/her personnel file and to obtain copies of materials within the file, subject to reasonable charges for duplication. An employee so authorizing shall hold the District harmless in the event of misrepresentation or misuse of authorization and/or materials so obtained.

J. Seniority

For purposes of this contract, seniority shall be determined by hire date in each bargaining unit classification. Seniority shall exclude any service performed prior to entering into a probationary or permanent status in the District, excluding restricted positions as defined in Education Code Section 45108, et al. Classification as defined in this section shall be deemed to be the title of a classification listed in Article IV Section A of this Agreement. Classification shall be considered to be the designated position on the salary schedule and length of service shall be computed for all employees in that particular classification regardless of place of assignment or length of current assignment.

K. Utilization of Substitute, Short Term, Etc. Employees

The district's utilization of substitute, short-term, and other employees described in Education Code Section 45103 shall conform to that Section's terms and conditions.

L. Representatives on School Site Councils

Whenever possible, a classified employee shall be selected to participate in School Site Councils according to State guidelines.

M. Work Load Issues

1. Should an employee experience an increase in workload that affects the employee's ability to perform the assignments of the position in the time allotted, the employee and the immediate supervisor shall meet informally to discuss the workload issues.

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2. Should a workload problem not be satisfactorily resolved through the informal meeting provided for above, CSEA and the District will discuss the issue at one of their regular problem solving meetings. CSEA may make recommendations for resolution, and the District shall seriously consider the recommendation.

N. Interview Panel

The Principal/Supervisor shall contact the CSEA site representative to be a part of the interview panel at least five working days before the interviews. If the site representative(s) cannot participate on the interview panel, the site representative or the Principal/Supervisor shall contact the CSEA President to obtain a CSEA representative to be part of the interview panel. If a site does not have a site representative, the Principal/ Supervisor shall contact the CSEA President to obtain a CSEA representative to be part of the interview panel.

O. Maintenance and Operations Employees

Maintenance and Operations employees located at the District Office (non-office) shall be required to wear District provided and maintained uniforms.

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ARTICLE X: PERFORMANCE EVALUATIONS

A. Types of Evaluation

Evaluations of employee work performance shall be either regular or special.

1. Regular evaluations are those routinely conducted at regular intervals in accordance with Section B.1. below.

2. Special evaluations are those which may be conducted at any time, and supplement the regular evaluations; they may be commendatory in nature, or may serve notice of unsatisfactory performance or behavior.

B. General Procedures for Evaluation

1. Time Evaluation

Employees shall be formally evaluated at regular intervals:

a. Probationary employees shall be evaluated at the end of their second (2nd) and fifth (5th) months of employment.

b. A permanent employee whose last evaluation was satisfactory shall be evaluated every other year under normal circumstances within thirty (30) days of their anniversary date.

2. Persons Responsible for Evaluation

Evaluations shall be made by the employee's immediate supervisor and shall be reviewed by the Human Resources Office.

a. Evaluations shall be based on observation and/or knowledge and data possessed by the evaluator. No evaluation should be based on statements or events which cannot be investigated.

b. In position whereby the classified employee works under the supervision of the principal and as directed by a certificated employee, (as provided for in the job description) the certificated employee may provide input to the evaluator about the performance of the classified employee.

c. Classified employees shall not be required to evaluate fellow classified employees. However, a classified employee with lead/supervisory

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE X: PERFORMANCE EVALUATIONS

responsibilities as provided in the job description may provide input to the evaluator about the work of the staff that he/she supervises.

3. Procedure for Completion of Evaluation Forms

Evaluations shall be made in writing in triplicate on regular District forms. The original shall be given to the employee; one copy shall be kept in the files of the immediate administrator; one copy shall be sent to the Human Resources Office for inclusion in the employee's personnel file.

a. The complete evaluation form shall be signed by the evaluator and personally given to the employee being evaluated by the evaluator. At the time of receiving the evaluation form, the employee shall also sign the evaluation form. Such signature shall only indicate that the employee has acknowledged receipt of the evaluation, and does not necessarily indicate that the employee agrees with it.

(1) Upon receipt of the performance evaluation, the employee may request, and shall be granted up to thirty (30) minutes for a personal conference with the evaluator to discuss the contents of the evaluation. If the employee has a reasonable expectation that disciplinary action may result from the performance evaluation, he/she may request the presence of a representative at the meeting.

C. Employee Response to Evaluation

The employee evaluated may submit written comments for attachment to the evaluation form at any time within ten (10) working days following receipt of the evaluation. Such comments shall be submitted with the evaluation form to the Human Resources Office for inclusion in the employee's personnel file.

D. Remediation of Unsatisfactory Performance

In the event that an employee receives one or more notations of unsatisfactory performance on a regular or special evaluation, the evaluator shall confer with

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ARTICLE X: PERFORMANCE EVALUATIONS

the employee concerning the areas of performance that need improvement; whenever practicable such conference shall take place at the time the performance evaluation is given to the employee, or within ten (10) days thereof, and shall include specific recommendations in writing for improvement and a specified date by which this improvement should be forthcoming.

Failure by the employee to show satisfactory improvement may be deemed just cause for discipline.

E. Employee Evaluation Appeals

If the employee is dissatisfied with the contents of the evaluation and is unable to resolve the differences with the supervisor, he/she may appeal by scheduling a conference with the evaluator's supervisor within ten (10) working days after receipt of the evaluation. If the employee is dissatisfied with the decision of the evaluator's supervisor, he/she may appeal by scheduling a conference with the Director of Human Resources within ten (10) working days following the conference with the evaluator's supervisor.

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AGREEMENT WITH CSEA, 202
ARTICLE XI: DISCIPLINARY ACTION

A. Cause for Action

Employees shall be subject to disciplinary action for just cause. Written disciplinary memos or letters shall be signed and dated by the employee to acknowledge receipt prior to placement in the personnel file.

1. For purposes of this Article the following definitions shall apply:

- a. "Employee" means a permanent employee, who has successfully completed any required probationary period. It is the intent hereby to indicate that probationary employees do not have the rights and protections afforded to non-probationary employees under this Article.
- b. "Disciplinary Action" means District-initiated dismissal, suspension without pay, or involuntary demotion of an employee, but shall not include any action affecting an employee which results from a lay off or reduction in work hours.
- c. "Cause" means grounds for taking disciplinary action, which includes but is not limited to those causes contained in the Education Code, case law, and those rules and regulations which may, from time to time be adopted by the District.
- d. "Emergency Suspension Without Pay" means that suspension which is necessitated because the employee's continued presence at work would constitute a significant, unwarranted risk to the life, health, safety of the employee or others, or are of such an outrageous nature as to require immediate removal of the employee from work.

B. Procedures for Effecting Disciplinary Action

In effecting disciplinary action, except an emergency suspension without pay, and suspension of not more than five (5) days, the District shall:

- 1. Provide the employee either by personal service or by certified mail, with a written notice of its intention to effect disciplinary action and its effective date(s) at least five (5) days prior to the proposed effective date. Said notice

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ARTICLE XI: DISCIPLINARY ACTION

shall contain:

- a. A statement of the specific charges against the employee, including the specific acts or omissions upon which the proposed action is based; and
- b. A copy of any materials upon which the proposed action is based; and
- c. A notice of the employee's right to respond, either orally or in writing prior to the effective date of the proposed action; and
- d. A statement of right to representation.

2. Should the proposed disciplinary action be effected, the employee shall be advised of his/her opportunity to grieve the action, and be provided with a card or paper, the signing and filing of which shall constitute a denial of all charges and a demand for a hearing at the appropriate level of the grievance procedure.

3. In any case where an emergency suspension, or suspension of not more than five (5) days is effected, the employee shall be provided by personal service or by certified mail as soon after the action is taken as practicable with:

- a. A statement of the specific charges, including the specific acts or omissions upon which the action was based; and
- b. A copy of any materials upon which the proposed action is based; and
- c. A card or paper, the signing and filing of which shall constitute a denial of all charges and a demand for a hearing at the appropriate level of the grievance procedures on said charges.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE XII: GRIEVANCE PROCEDURE

Preamble

The District recognizes that the filing of a grievance is a method of effectively interpreting the Agreement and appealing disciplinary action. Supervisors and the District will not view the filing of a grievance as any erosion of good employer-employee relations.

A. Definitions

1. A "grievance" is a formal written charge by an employee or the Association alleging he/she has been adversely affected by a violation of the specific provisions of this Agreement.
2. A "day" is any day in which the Central Administration Office of the District is open for business.
3. The "immediate supervisor" is the principal or other management or supervisory employee of the District having immediate jurisdiction over the employee filing the grievance.

B. Before filing a grievance an employee shall first discuss the basis for the contemplated grievance with the immediate supervisor with the objective of resolving the matter through such an informal conference. The employee and the immediate supervisor will be present at the informal conference, and each may be accompanied by another person of his/her choice.

C. A grievance shall be processed in the following manner:

1. Level I

- a. Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, or when the employee should have reasonably had knowledge of the grievance, the employee must present the grievance on the District provided form to the immediate supervisor.
- b. The written grievance shall set forth a statement of the facts which underlie the grievance, the particular provision(s) of this agreement allegedly violated, and the resolution sought.

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1 c. The immediate supervisor shall communicate a written decision to the
2 grievant within five (5) days after receiving the grievance. Prior to a
3 written decision and within the time frame specified above, either party
4 may request a grievance conference. If the supervisor does not
5 respond within the time limit, the employee may appeal to the next
6 level designated for processing grievances. Such appeal must be
7 made within five (5) days after the expiration of the time limit above.

8 2. Level II

9 a. If the grievant is not satisfied with the decision at Level I, or if no
10 decision from Level I is timely received, the grievant may within five (5)
11 days, appeal to Level II by presenting a copy of his/her original
12 grievance, a copy of the decision rendered at Level I, if any, and a
13 statement of the reason(s) for appeal, to the Assistant
14 Superintendent/Director having organizational responsibility for the
15 work to which the employee is assigned.

16 b. The Assistant Superintendent/Director shall communicate a written
17 decision to the grievant within ten (10) days after receiving the appeal.
18 Prior to a written decision and within the time frame specified above,
19 either party may request a grievance conference. If the grievant is not
20 timely provided with such response, or is not satisfied with the
21 response received, he/she may appeal to Level III of this grievance
22 procedure within five (5) days of receipt of the response, or expiration
23 of the ten (10) day period without receiving a response.

24 3. Level III Assistant Superintendent, Human Resources

25 Appeal from Level II of the grievance procedure. Such appeal shall include
26 a copy of the original grievance and responses, if any. Prior to a written
27 decision and within the time frame in C.2.b. above, either party may request
28 a grievance conference.

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1 a. The Assistant Superintendent, Human Resources or his/her designee
2 shall meet with the employee and provide a written decision to the
3 employee within ten (10) days of receipt of the appeal at Level III. If
4 the employee is not timely provided with such decision, or is not
5 satisfied with the decision, he/she may appeal to Level IV of this
6 grievance procedure within five (5) days of receipt of the response, or
7 expiration of the ten (10) day period without receipt of a response.

8 4. Level IV Binding Arbitration

9 If the grievance is not resolved at Level III or an appeal from disciplinary
10 action is made, the Association may submit the grievance or appeal by
11 written notice to the Superintendent or his designee to binding arbitration in
12 the case of a grievance and advisory arbitration in the case of disciplinary
13 action within fifteen (15) days of the decision.

14 a. Within five (5) days of receipt of appeal at Level IV, the parties shall
15 meet in an attempt to mutually agree upon the selection of an
16 arbitrator.

17 b. In the event the parties are unable to mutually agree upon the selection
18 of an arbitrator, a list of seven (7) arbitrators knowledgeable in the
19 resolution of school labor relations disputes shall be requested from
20 the American Arbitration Association or the California State
21 Conciliation Service (CSCS) and, upon receipt of such list, the parties
22 shall meet to either agree upon an arbitrator selected from the list or
23 shall alternately strike one (1) name from the list until only one (1)
24 name remains who shall be designated arbitrator of the dispute.

25 (1) The costs of obtaining an arbitrator shall be shared equally by the
26 parties.

27 (2) A certified court reporter may be employed at the employee's
28 request to record verbatim the entire arbitration hearing, provided

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the grievant agrees to pay half the cost of the services and expenses of such court reporter. In the event that the District wishes a certified court reporter and the grievant does not, the District may employ and pay the full cost of such reporter.

5. Arbitration

a. The arbitrator shall hold a hearing concerning the grievance and render a written decision within thirty (30) days after close of the hearing.

b. The parties shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

c. The arbitrator shall have jurisdiction to consider only those issues which have been properly and timely processed through all prior steps of the grievance procedures.

d. The arbitrator shall afford District representatives and the employee, or his/her representatives involved, a reasonable opportunity to present evidence, witnesses, arguments, and briefs.

e. The costs of the arbitrator, including per diem and expenses, if any, and actual and necessary travel and subsistence expenses of the arbitrator shall be borne equally by the District and the Association.

6. The Arbitrator's decision will be in writing and will set forth his/her findings, reasonings, and conclusions on the issue(s) submitted. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be binding except in matters of disciplinary action which shall be advisory only. The Arbitrator shall have no power to add to, subtract from, or modify the terms of the Agreement or the written policies, rules, regulations and procedures of the District; nor shall the arbitrator be empowered to render a decision on issues

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not before the arbitrator.

D. General Provisions

1. Time Limits - Failure by the District and/or its designated representative at any level of this procedure to communicate its decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next level. Failure at any step of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed as acceptance of the decision as rendered or if no decision is received, of withdrawal of the grievance with prejudice. Time allowances set forth in this grievance procedure may be extended by mutual consent.

2. Grievance Forms - Forms for filing and processing grievances and other documents necessary under the procedure shall be prepared by the District and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. Personal Conferences - Within the specified time limit, either party may request a personal conference with the other, and such request shall be granted.

4. An employee may be accompanied by a person of his/her own choosing at any stage of the grievance or by a representative of the Association. This shall not preclude, however, the employee using another person of the Association representative, as a spokesperson during the processing of the grievance. The grievant shall have the right to be present at all stages of the grievance processing.

Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association so long as the adjustment is not inconsistent with the terms and conditions of this Agreement and

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provided the District shall not agree to a resolution of a grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

5. Although a specific time period is provided for administrative decisions at each level of the foregoing procedures, it is recognized that multiple grievance filings must be processed in a sequential manner. Consequently, at each level of the procedure, grievances shall be assigned consecutive numbers, based upon the time and date on which written grievances are received. The District shall process such numbered grievances in a sequential manner, following a pattern that first filed will be first considered. Regardless of specific time periods provided for decisions at the various levels of this procedure, the District shall not be required to consider more than one grievance per day.

6. Once a grievance arising from a particular incident(s) or circumstance(s) has been resolved, another grievance based on that particular incident may not be filed by the same individual.

7. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

8. Release time shall be provided to the grievant and an Association representative, as necessary, at a time mutually agreed to by the grievant and the District.

9. The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities and decisions prior to a final resolution of the grievance. In the event an employee protests an order, requirement, or other directive, the employee shall fulfill or carry out such order, requirement, or other directive prior to filing a grievance and shall continue to carry out such order, request, or other directive pending

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the final resolution of the grievance except where the individual has a reasonable belief that to carry out such order, request, or other directive would present a clear and present danger to his/her personal safety.

10. Nothing in this Agreement shall preclude the grievant from pursuing available legal processes after the exhaustion of the Grievance Procedure herein.

11. Upon written request by the opposing party in a pending arbitration hearing given at least thirty (30) days prior to the scheduled hearing date, the party requested shall supply to the party requesting, copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than fifteen (15) days prior to the scheduled hearing date. Any such evidence not so provided may not be offered or admitted as evidence at the hearing except to the extent that such evidence was discovered after said period and could not, with reasonable diligence have been earlier discovered; any such newly-discovered evidence shall be provided to the opposing party as soon as practicable after discovery. Nothing herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

12. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, or loyalty to the District.

13. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the Administration or the District against any aggrieved person, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE XIII: LEAVES OF ABSENCE

A. Bereavement Leave

1. An employee shall be allowed a leave of absence with pay not to exceed three (3) days when such absence is occasioned by reason of death in the immediate family or five (5) days, in the case of the death of a spouse/domestic partner or child or if out-of-state travel or travel in excess of 300 miles each way is required. Immediate family shall be deemed to include the employee's spouse/domestic partner; and the mother; mother-in-law; father; father-in-law; sister; brother; grandmother; or grandfather of the employee or the employee's spouse/domestic partner; former guardian; grandchild; son; son-in-law; daughter; daughter-in-law of the employee or spouse/domestic partner or any relative of the employee or spouse/domestic partner living in the immediate household of the employee; step-mother; step-father; a step-child or step-grandchild. A person who has served for an extended period of time in the capacity of the parent but was not designated as a legal guardian will be considered as a member of the immediate family. Leave for other situations or circumstances may be granted by the Superintendent or his/her designee. An additional two (2) days may be authorized by the Superintendent or designee for unusual circumstances.

2. In the case of the death of any member of the family not included in Section A.1. and/or a member of the immediate household, one (1) day to attend the funeral may be granted with pay upon approval of the District.

B. Family Illness Leave

Emergency leave with pay because of a serious or critical illness or injury to a member of the immediate family of the employee (defined as in A.1. above) calling for the services of a physician, and of such an emergency nature that the immediate presence of the employee is required during this work day, may be granted for a maximum of two (2) days per year.

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C. Personal Necessity Leave

During any school year, any accumulated days of leave of absence for illness or injury may be used by the employee at his or her election in cases of personal necessity.

1. Personal necessity is defined as events which require the personal attention of the employee; are involuntary as to the specified time; or are wholly unforeseeable so that planning to handle the matter outside of the employee's regular work schedule is not possible.

2. The Board reserves the right to specify within the limits of statute and judicial precedent, the manner of proof of personal necessity and the type of situations in which such leave will be permitted.

3. Request for personal necessity leave shall normally be made at least five (5) days in advance to the Superintendent and/or his/her designee, whenever possible. In the event of an unforeseen situation, request for personal necessity leave shall be made at least two (2) days in advance to the Superintendent and/or his/her designee.

4. Advance approval shall not be required for the reasons listed below. However, when the nature of the personal necessity precludes advance permission, the employee must present the reason for his/her absence within five (5) working days after return to duty.

a. Death or serious illness of a member of the employee's immediate family, or of such other persons as the Superintendent may designate out of consideration of unusual circumstances and conditions.

b. Accident, involving an employee's person or property, or the person or property of his/her immediate family.

c. Other circumstances in which the employee is reasonably prevented from seeking advance approval from the District.

5. Personal necessity may not be used for such purposes as extension of a

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school holiday or vacation; extension of personal vacation; a social event or social activities; a convention related to the employee's avocation; strike, demonstration, picketing, lobbying, rally, march, organization or campaign meeting; any work stoppage activities; political activity; routine personal activities; or occupational investigation.

6. The days allowed shall be deducted from and may not exceed the number of full paid days of sick leave to which the employee is entitled.

7. With prior approval of the Superintendent, personal necessity leaves may be granted for other reasons.

D. Personal Leave

During any one (1) year, two (2) days may be taken for personal leave from accumulated sick leave. No reason will be required. The number of days of personal leave will be reduced by one (1) day for each day of personal leave that is taken.

1. Such personal leave shall not be scheduled during the first and last five (5) days of the employee's work year, the five (5) days prior to the first day of school and the first five (5) days of the school year nor the last five (5) days of the school year.

E. Jury Duty or Subpoena Leave

1. An employee may be paid in any school year for absence caused by appearance in a court of general jurisdiction in response to a subpoena duly served except in cases where the employee is a litigant in the case. Pay for subpoena leave shall be the employee's regular rate of pay minus any payment received from the court. An employee requesting pay for subpoena leave shall file a copy of the subpoena in the Human Resources Office. If a case covers more than one (1) day, a certificate of the Clerk of the Court shall be similarly filed indicating that the presence of the person was required for the additional day(s). Absence to answer any other

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subpoena will be paid only if approved by the District.

2. An employee will be allowed a leave of absence for jury duty at no loss in pay provided, however, the employee discuss the exemption from jury duty with the Director of Human Resources prior to acceptance of extended jury duty which would tend to materially disrupt the District's operations. The District will pay the difference between a juror's allowance less travel allowance, and the employee's regular pay.

F. Sick Leave

1. Permanent (non-probationary) employees employed five (5) days a week for a full fiscal year of service are entitled to twelve (12) days sick leave of absence with full pay for illness or injury, exclusive of all days they are not required to render service to the District. Other permanent (non-probationary) employees shall be entitled to sick leave of absence with full pay according to the following schedule:

a. School Year (10 months)	10 days Sick Leave
School Year (plus 20 days service)	11 days Sick Leave
School Year (plus 40 days service)	12 days Sick Leave

- (1) All part-time employees shall receive sick leave and vacation benefits in proportion to the hours they work. Employees working on an hourly basis, less than eight (8) hours per day, but regularly employed, shall be entitled to one (1) hour sick leave for each twenty-one (21) hours worked. This will not include hours worked and paid for at an overtime rate.

- b. All employees using six (6) or fewer days of sick leave each year, for reasons of illness, injury, disability, personal necessity or personal leave, shall be credited with an additional day of sick leave in accord with Section F.1.a. All employees using zero (0) days of sick leave each year, for reasons listed above, shall be credited with two (2)

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1 additional days of sick leave in accordance with Section F.1.a.

2 2. A probationary employee shall not be eligible to take more than six (6) days
3 sick leave, or the proportionate amount to which he/she may be entitled
4 under this section until the first day of the calendar month after completion
5 of six (6) months of active service with the District.

6 3. If an employee does not take the full amount of leave allowed in any year,
7 the amount not taken shall be accumulated from year to year.

8 4. Accumulated sick leave is transferable from school district to school district
9 if employed within one (1) year of termination of former employment.

10 5. Pay for any day of sick leave absence shall be the same as the pay which
11 would have been received had the employee served during that day until
12 exhaustion of earned sick leave occurs.

13 6. Sick leave may be used only for illness, personal leave or personal
14 necessity (see C. D., and Article XIV, Section D.3.) and in no case may the
15 sick leave be used for extended vacations or time off for other personal
16 necessity.

17 7. When an employee is absent due to illness or injury for a period of more
18 than three (3) consecutive days, the District may require the employee to
19 provide a physician's statement verifying the illness or injury. An employee
20 shall not normally be required to provide such verification for an absence or
21 injury of three (3) consecutive days or less. Written verification by a
22 physician will be required of consecutive absences of ten (10) days or more.

23 8. The District may require verification by a physician of an employee's ability
24 to perform his/her required duties before returning to work due to a serious
25 illness or injury.

26 9. Each employee in the bargaining unit shall once a year be credited with a
27 total of one hundred (100) days sick leave in addition to the sick leave
28 provided under Sections F.1., F.1.a., F.1.a.(1) of this Article. Each day of

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sick leave provided by this Section shall be compensated at the rate of fifty percent (50%) of the employee's regular salary. These 100 days shall be used after the exhaustion of all accumulated sick leave provided for in this Article. In order to use this pay, a doctor's note/notes must be provided covering the entire period of absence. Otherwise, unexcused days will be without pay.

G. Sick Leave for the Purpose of Caring for an Ill Family Member

1. Every full-time employee shall be entitled to use up to thirty (30) days of accrued sick leave (prorated if less than full-time) in each calendar year for the purpose of caring for a child, parent or spouse/domestic partner who is ill.

2. For purposes of this section:

a. "Child" means a biological, foster or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

b. "Parent" means a biological, foster, or adoptive parent, a stepparent or a legal guardian.

3. General provisions:

a. Requests to use accrued sick leave for the purpose of caring for an ill family member or domestic partner or his or her family shall be made in advance to the Assistant Superintendent, Human Resources or designee. The request shall indicate the number of days of accrued sick leave to be taken and whether the ill person is a child, spouse, domestic partner or parent. Request must include a doctor's note. If the nature of the illness prevents the employee from requesting for an advance leave, then the employee must present this verification within three days of return to duty.

b. Sick leave for the purpose of caring for an ill family member shall not accrue from year to year.

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1 c. Differential sick leave or donated sick leave may not be used for the
2 purpose of caring for an ill family member.

3 d. Sick leave taken under this provision shall be in addition to Family
4 Illness Leave provided in Section B above.

5 H. Donation of Sick Leave

6 1. General Provisions

7 a. A permanent employee suffering from a catastrophic illness or injury
8 who has exhausted all sick leave and other paid time off may request
9 donations of unused sick leave.

10 b. A catastrophic illness or injury is one that incapacitates an employee
11 for an extended period of time and creates a financial hardship for the
12 employee because all sick leave and other paid time off has been
13 used.

14 2. Requests for Sick Leave Donations

15 a. An employee eligible to receive catastrophic sick leave donations shall
16 file a "Request for Donated Unused Sick Leave" with the Human
17 Resources Department. The request must include written verification
18 by a physician describing the incapacitating nature and probable
19 duration of the illness or injury.

20 b. The maximum number of donated sick leave days that may be utilized
21 by an employee for a catastrophic injury or illness shall not exceed
22 sixty (60) work days. Donated sick leave shall begin after differential
23 leave is exhausted, and shall be in full day increments (i.e., eight (8)
24 hours a day).

25 c. Upon receipt of the "Request for Donated Unused Sick Leave", the
26 Assistant Superintendent, Human Resources shall determine:

27 (1) That the requesting employee is unable to work due to the
28 catastrophic illness or injury, and

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(2) That the employee has exhausted all accrued paid leave, include differential leave.

Upon the verification as required above, the Assistant Superintendent, Human Resources shall approve the transfer of donated accrued sick leave.

3. Transfer of Donated Sick Leave

a. Upon the verification of the "Request for Donated Unused Sick Leave", District employees shall be informed of the request and the number of days of donated sick leave being requested.

b. Donations of sick leave shall be transferred to the recipient as needed in the order they are received by the Human Resources Department.

c. In the event there is an insufficient number of donated sick leave days to cover the request, employees shall be informed of the means by which additional donations may be made.

d. In the event there is a greater number of donated sick leave days than is needed, the donated sick leave not used by the recipient shall be returned to the individual donors in the reverse order they have been received.

4. Donations of Sick Leave

a. An employee who wishes to make a donation of sick leave shall file a "Sick Leave Donation Form" with the Human Resources Department.

b. Donations of sick leave may only be made in eight (8)-hour full day increments.

c. Donations of sick leave shall be irrevocable.

d. Donations of sick leave shall not be counted in determining eligibility for any District sick leave incentives programs.

e. To ensure that employees retain sufficient accrued sick leave to meet the needs that normally arise, donors shall not reduce their

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accumulated sick leave balance to fewer than twenty-two (22) days.

I. Maternity/Paternity Leave

1. The District shall provide for a leave of absence from duty for an employee who is required to be absent from duties when disabled by the condition of pregnancy, miscarriage, childbirth and recovery therefrom, when the disabling condition is such that the employee is physically prevented from performing her duties. The length of leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties shall be determined by a physician.

a. Upon discovering her pregnancy, a pregnant employee shall provide her immediate supervisor with a statement from a licensed physician verifying the pregnancy and indicating the expected delivery date. The physician's report shall confirm that the employee is physically able to perform her assigned duties.

b. It shall be the responsibility of the employee to have her physician's statement updated at least every thirty (30) days, indicating her continued physical ability to perform her duties and anticipated date of departure from her job.

c. Three (3) calendar weeks prior to the selected date of the beginning of the maternity leave, the employee shall report to the District in writing whether or not she plans to return to her job after delivery of the child.

d. Within ten (10) days after the birth of a child or of miscarriage, the employee shall submit to the District a statement from her physician informing the District of the date the physician believes that the employee's disabling condition will no longer prevent her from being able to physically return to her position.

e. An employee will be granted paid leave for maternity disability only if that employee is in paid status with the District on the workday

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1 immediately prior to the date of commencement of the period of
2 disability.

- 3 2. Two (2) days of leave with pay shall be granted to a mother/father
4 immediately before, during, or after the birth of the child.

5 J. Workers' Compensation Leave

- 6 1. An employee shall be provided a leave of absence for an illness or injury
7 determined to have arisen out of and in the course of employment by the
8 District and its Compensation Insurance provider, if any.

- 9 a. An employee on Workers' Compensation Leave shall be paid such
10 portion of the salary due him/her for each day of such absence as
11 when added to his/her temporary disability indemnity under Division 4,
12 or Division 4.5 of the Labor Code will result in a payment to the
13 employee of not more than his/her wage.

- 14 (1) Workers' Compensation Leave is available to all employees from
15 their first day of District employment.

- 16 2. Allowable leave for each industrial accident or illness shall be for sixty (60)
17 working days in one (1) fiscal year.

- 18 a. Allowable leave shall not be accumulated from year to year.

- 19 (1) When a Workers' Compensation Leave overlaps into the next
20 fiscal year, the employee shall be entitled to only the amount of
21 unused leave due for the same illness or injury.

- 22 b. Workers' Compensation Leave shall be reduced by one (1) day for
23 each day of authorized absence regardless of a temporary disability
24 indemnity award.

- 25 3. During any Workers' Compensation Leave, the employee shall endorse to
26 the District any temporary disability indemnity checks received because of
27 the industrial accident or illness. The District, in turn, shall issue the
28 employee appropriate warrants for payment of the employee's wages or

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1 salary and shall deduct normal retirement and other authorized
2 contributions.

3 4. Workers' Compensation Leave is to be in lieu of entitlement acquired under
4 Sick Leave. When entitlement to industrial or accident leave has been
5 exhausted, entitlement to other sick leave will then be used in compliance
6 with the provision of Education Code Sections 45192 and 45196.

7 5. An employee on Workers' Compensation Leave shall remain within the
8 State of California unless he/she receives written authorization from the
9 District to travel outside the State.

10 K. Quarantine Leave

11 A permanent employee (non-probationary) may be paid full salary for not to
12 exceed twelve (12) days during any school year when the sole reason for
13 absence from work is caused by unavoidable quarantine, or when the absence
14 is at the direction of authorities of the District because the employee has been in
15 contact with a contagious disease. Employees requesting pay because of such
16 quarantine shall file with the Human Resources Office an exclusion and
17 readmission card issue by the County Health Office. It is not the intent of this
18 Agreement to cover employees who are quarantined because of their own
19 personal illness.

20 L. Adoption Leave

21 Up to four (4) days leave with pay shall be granted to any employee who has
22 chosen to adopt a child provided such time is required and utilized by the
23 employee to properly submit to the requirements of the adoption agency.

24 M. Leave of Absence Without Pay

25 The Board, upon recommendation of the Superintendent, may approve a leave
26 of absence up to one year without pay for the following reasons:

27 1. Professional Growth

28 This type of leave may be granted for advanced training in the field of

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education and other purposes of professional growth.

2. Child Rearing

Upon request the Board may provide an employee who is a natural or adopting parent an unpaid leave of absence for the purpose rearing his or her child.

3. Professional Activities

a. Individually initiated professional activity requests for leave may be granted without pay at the discretion of the Superintendent.

b. Under unusual circumstances or emergency conditions, leave with pay may be granted by Board action, upon recommendation of the Superintendent.

4. Health Reasons

The Board may grant an employee, upon request, an unpaid leave for health reasons. Such leave shall be for a maximum of one (1) school year. At the time the leave is being considered for approval, a statement by the employee's physician to the effect that the employee is entitled to such leave shall be furnished at the Board's request.

5. Personal Activities

Employees may take leave without pay for up to one (1) year in length for personal reasons upon submission of such leave request to the Superintendent for approval, and subsequent recommendation to the Board.

6. Other Leaves

Other unpaid leaves may be granted by the Governing Board on a case-by-case basis upon recommendation of the Superintendent for family responsibilities; for related work experience; for political activities; or for rest.

Request for an unpaid leave of absence shall normally be made four weeks in

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1 advance to the employee's immediate supervisor and must be authorized by the
2 Superintendent and/or his/her designee. Upon request, the Board may extend a
3 leave.

4 An unpaid leave of absence may not be used for vacation purposes or scheduled
5 at a time during the school year which is disruptive to the educational program
6 or when a qualified substitute is not available.

7 An employee who is on unpaid leave of absence shall not be paid for holidays
8 occurring or accumulate sick leave during such leaves otherwise provided by
9 law.

10 Employees on unpaid leave of absence as of the first of the month will not have
11 District-paid health benefits. Employees on unpaid leave of absence may
12 participate in the health benefit program at their own expense.

13 N. Military Leave

14 1. Military Leave shall be granted as stated in Education Code Sections 45059
15 and 44800 and Military Veterans Code Section 395.

16 2. When returning from extended military leave, assignment preferences shall
17 be given to the returning employees over incoming new employees, when
18 possible.

19 O. Leave Pending Tuberculosis Exam

20 Any employee who has not submitted evidence of having a negative reaction to
21 an approved tuberculosis examination to Human Resources on or before the
22 expiration date of the last tuberculosis test will be immediately placed on an
23 unpaid leave of absence until certification of the results is received.

24 P. General Provisions Covering All Leaves of Absence

25 1. Whenever possible, an employee shall submit a written request for a leave
26 of absence.

27 a. When it is impossible for an employee to seek and obtain prior
28 permission from the District for a leave of absence, the employee shall

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1 contact the District as soon as possible to seek to obtain permission to
2 be absent.

3 2. The District may require any employee seeking permission to be absent on
4 leave to provide proof of the reason(s) necessitating the absence.

5 3. An employee returning from a leave of absence will return to the same
6 classification held when the leave was granted if such classification
7 continues to be utilized by the District at such time.

8 4. Holidays During Leave

9 a. An employee on paid leave of absence who would, but for being on
10 leave, be entitled to holiday pay shall be paid for any holiday which
11 occurs during such leave. Payment for such holiday(s) shall not be
12 charged against vacation or personal illness benefits.

13 b. An employee who is on an unpaid leave of absence shall not be paid
14 for holidays occurring during such leaves unless otherwise provided
15 for by law.

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE XIV: LAYOFF AND REDUCTION IN WORK HOURS

A. Layoff/Reduction of Hours

1. If a reduction in personnel becomes necessary because of lack of work or lack of funds, employees will be laid off in reverse order of seniority. Each employee will be notified in writing of layoff and probable duration of layoff, no less than sixty (60) days in advance of effective date of layoff or the employee will receive pay in lieu thereof. If a reduction of hours becomes necessary, employee's hours will be reduced in reverse order of seniority.
 - a. Seniority shall be determined by hire date in each bargaining unit classification. Each classification is expressed as a distinct individual title on the salary schedule.
 - b. Laid off employees have reassignment rights to a position in the same classification (per A.1.a. above) with equal hours, if available, based on seniority.
2. Employees laid off are eligible for reemployment for a thirty-nine (39) month period following the effective date of their layoff.

B. Reduction in Lieu of Layoff

1. An employee notified that he/she is subject to layoff may elect to voluntarily reduce to a lower classification in which such employee has previously earned seniority rights provided he/she has greater seniority than the least senior employee in that lower classification.
2. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in the former class or to positions with increased assigned time as vacancies become available, for a period of thirty-nine (39) months from the date of layoff, except that they shall be ranked in accordance with their seniority on any District reemployment list and shall be notified in writing, personally, or by certified mail whenever practicable by the District of an opening. If mailed, such notice shall be sent by the District to the last

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ARTICLE XIV: LAYOFF AND REDUCTION IN WORK HOURS

address given to the District by the employee.

C. Notice of Layoff and Hearing Rights

1. Whenever a permanent classified employee is to be laid off for lack of work or lack of funds, the Superintendent or designee shall, no later than March 15 and before the employee is given formal notice by the Governing Board, give the employee written notice of the recommendation, the reasons that the employee's services will not be required for the ensuing year, any displacement rights, reemployment rights, and the employee's right to a hearing. The District shall adhere to the notice, hearing, and layoff procedures in Education Code 45117, Government Code 11503 and 11505, and other applicable provisions of law. (Education Code 45117)2. Following the Board's decision, the Superintendent or designee shall give final notice of termination to the affected employee(s) before May 15 unless a continuance was granted after a request for hearing was made, in which case such date may be extended by the number of days of the continuance. (Education Code 45117)

D. Response to Reemployment Offer

1. When a vacancy occurs, the District shall give the employee with the most seniority an opportunity to accept or reject the position, by first calling the employee at the employee's last known telephone number to notify the employee of the vacancy and then sending written notice by certified and standard mail to the employee's last known address.
2. An employee shall notify the District in writing of his/her intent to accept or refuse reemployment within five (5) working days following receipt of the reemployment notice.
 - a. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of reemployment notice to maintain the employee's eligibility on the reemployment list.
 - b. In order to be reemployed, the employee must be capable of

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performing the essential duties of the job with or without reasonable accommodations. When an otherwise eligible employee is unable to perform the essential duties of the job, the employee shall be kept on the reemployment list until another opportunity becomes available or the period of reemployment eligibility expires, whichever, occurs first.

c. Upon rejecting two (2) offers of reemployment, for other than reasons of illness or injury, the employee's name shall be removed from the reemployment list and the employee will forfeit all reemployment rights to which the employee would otherwise be entitled.

3. Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former classification shall retain their original thirty-nine (39) months rights to the higher paid position.

E. Effects of Layoff

1. Purpose of Agreement – The District and the Association intend that this Agreement reflect the full and complete results of negotiations (as that term is defined, described, interpreted, and used in Government Code Section 3540 et. sec.) concerning the effects of any layoff of classified employees by the District in the bargaining unit represented by the Association. The District and the Association acknowledge and agree that each has had a full and complete opportunity to negotiate concerning the effects of layoff, as above-described, and each waives its right to demand further negotiations thereon.

2. Continued Health Insurance Benefits – The District agrees to continue any health insurance coverage of an employee whose work hours have been reduced below the benefit eligibility level (below four (4) hours per day) for a maximum of sixty (60) calendar days from the effective date of the hours reduction.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE XIV: LAYOFF AND REDUCTION IN WORK HOURS

1 a. The District will agree to provide continued health (medical and dental)
2 insurance to any employee who is actually laid off and who had been
3 receiving such benefits at the time of his/her layoff, up to a maximum
4 of sixty (60) calendar days from the effective day of layoff, or until the
5 employee acquires other health insurance, whichever occurs first.

6 3. Utilization of Accrued Sick Leave – The District agrees to permit employees
7 notified that they will be laid off to utilize up to twenty-four (24) hours of
8 accrued sick leave for purposes of seeking new employment. All such
9 usage is to be requested in advance and approved by the employee's
10 immediate supervisor; however, the supervisor will make every reasonable
11 effort to grant the request whenever practicable.

12 4. Ties in seniority will be broken:

- 13 a. By length of service within the job classification;
14 b. Total length of service in the District in a regular assignment;
15 c. Deduction of any leave of absence without pay (other than unpaid
16 illness, unpaid maternity, unpaid family care, and unpaid industrial
17 accident) that is six (6) weeks or greater in length.

18 (1) Leave time counted by actual calendar days.

19 d. By lot.
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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE XV: CONCERTED ACTIVITIES

- 1 A. It is agreed and understood that there will be no strike, work stoppage,
2 slow-down, picketing, or refusal or failure to perform job functions and
3 responsibilities, or other interference with the operations of the District by the
4 Association or by its officers, agents, or members during the term of this
5 Agreement.
- 6 B. The Association recognizes the duty and obligation of its representatives to
7 comply with the provisions of this Agreement and to make strong continuing effort
8 toward ensuring all employees to do so. In the event of a strike, work-stoppage,
9 slow-down, or other job related interference with the operations of the District by
10 employees who are represented by the Association, the Association agrees in
11 good faith to take all necessary steps to cause those employees to cease such
12 action.
- 13 C. It is agreed and understood that any employee violating this Article shall be
14 subject to discipline up to and including termination.
- 15 D. It is understood that in the event this Article is violated by the Association or any
16 of its officers or members acting under authority of the Association, the District
17 shall be entitled to withdraw any rights, privileges, or services provided for in this
18 Agreement.
- 19 E. In consideration of the above, the District shall faithfully implement the provisions
20 of this Agreement for its duration.
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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE XVI: SAVINGS PROVISIONS

1 If, during the life of this Agreement, there exists any order issued by a court of
2 competent jurisdiction which shall render invalid or restrain compliance with, or
3 enforcement of any provision of this Agreement, such provision shall be suspended
4 and be of no effect hereunder so long as such order shall remain in effect. Such
5 invalidation of a part or portion of this Agreement shall not invalidate any remaining
6 portion, which shall continue in full force and effect.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE XVII: CONCLUSION OF MEET AND NEGOTIATION

- 1 A. It is agreed that the specific provisions contained in this Agreement shall prevail
2 over District practices and procedures, Federal and State laws to the extent
3 permitted by law and that in the absence of specific provisions in this Agreement
4 such practices and procedures are discretionary.
- 5 B. During the term of this Agreement, the District and the Association expressly
6 waive and relinquish the right to meet and negotiate and agree that neither shall
7 be obligated to meet and negotiate with respect to any subject or matter whether
8 referred to or covered in this Agreement or any subject or matter proposed or
9 later withdrawn, except as provided in Article XVII.C.
- 10 C. In the event that a contractual issue of immediate or pressing concern arises
11 during the period of this agreement, the parties agree to meet for the purpose of
12 negotiating a resolution to said issue.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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ARTICLE XVIII: RECLASSIFICATIONS/REALLOCATIONS

A. Classification Review

To assure that classified job descriptions are accurate and up to date, the District and CSEA agree to review each classification in the classified bargaining unit every five years. The determination of the classification of employees is not within the scope of the grievance procedure of the classified employee collective bargaining agreement.

B. Classification Plan

I. Definitions

A. The terms used herein shall have the same meaning as provided by applicable provisions of the Education Code. Terms used herein not defined by the Education Code shall have the following meaning:

1. Position: A group of duties and responsibilities assigned by the Governing Board and requiring the employment of a person.
2. Class: When grouped together on the basis of similarity of duties and responsibilities, positions form classes. A group of positions which are sufficiently similar with respect to duties and responsibilities have the same title; the same qualifications may be required and the same salary range may be assigned to a class. A class may consist of one position or many.
3. Occupational Group: When grouped together by closely related occupations, types of work or functional activities, a group of classes form occupational groups.
4. Allocation: The official placing of a position in a given classification.
5. Day: Any day in which the Central Administration Office of the District is open for business.

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ARTICLE XVIII: RECLASSIFICATIONS/REALLOCATIONS

II. General Provisions

A. The Human Resources Department shall establish and maintain a Classification Plan for all positions in the classified bargaining unit.

The Classification Plan shall include:

1. A position classification system which standardizes and classifies positions according to prescribed duties and responsibilities.
2. Classes shall be placed in groups according to occupational similarity. (The occupational groups for the bargaining unit are listed in Appendix 1.)
3. At least one benchmark or salary survey position shall be designated for each occupational group. (Salary survey positions are noted on the list of occupational groups in Appendix 1.) The designation of benchmarks shall be subject to the mutual agreement of the District and CSEA.
4. A formal process for reviewing each position in the classified bargaining unit every five years. (The Schedule of Reviews is included in Appendix 2.)

It is recognized that, in rare circumstances and for compelling reasons, it may be necessary to review a position prior to its regularly scheduled review. For this reason, the Classification Plan shall also include procedures for the review of employee or administration requested reviews outside the normal five-year review cycle. Any position that has been set aside during its normal classification review year to be reviewed at a later date must be reviewed within the classification year in which it was set aside.

B. For each classification in the classified bargaining unit there shall be established a classification description which shall include:

1. The official classification title.

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ARTICLE XVIII: RECLASSIFICATIONS/REALLOCATIONS

2. A definition of the class, indicating the duties and responsibilities.
3. A statement of typical tasks to be performed.
4. A statement of the minimum qualifications required.
5. A statement of knowledge, abilities and skills required.
6. The effective date of the classification.

C. The allocation of a position or group of positions to a new or existing classification shall become effective on a date determined through negotiations. The effective date may not occur prior to the date the Governing Board takes action to approve the reclassification. Reclassifications shall not be retroactive.

D. The determination of the classification of employees is not within the scope of the grievance procedure of the classified employee collective bargaining agreement. Neither the classification review procedures, nor any other aspect of the Classification Plan, are within the scope of the classified employee grievance procedure.

III. Reclassification of Existing Positions

A. Basis for Reclassification

Reclassifications must be based on a gradual increase of duties and responsibilities or reorganization. Determinations shall be based upon the following guideline factors:

1. Changes in duties and responsibilities normally occurring over a period of not less than three years.
2. Any increase in responsibilities occurring over a period of not less than two years that have been assigned by the supervisor of the employee.
3. Organizational changes affecting the position.
4. Funding available for classified bargaining unit reclassifications.

Factors which shall not be taken into consideration include:

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ARTICLE XVIII: RECLASSIFICATIONS/REALLOCATIONS

1. The volume of work performed by the employee.
2. The employee's length of service, seniority or time spent at the maximum salary step of the position.
3. The quality of the employee's performance.
4. The possession by the employee of qualifications and skills not assigned by the District to the position.
5. The number of assigned hours or the monthly/hourly salary of the existing position.

B. Procedures for Reclassifications of Existing Positions

The Human Resources Department shall review job descriptions and salary placement of positions as necessary to determine their proper classification and salary placement and shall cause all positions in the classified bargaining unit to be reviewed at least once every five years.

1. During a year in which a position is to be reviewed, the Human Resources Department shall send a notification to the schools and offices that employ persons in the classifications. Employees in those classifications scheduled for review shall also be notified. The notification shall include District-provided timelines, forms and instructions for the scheduled review.
2. The Human Resources Department shall receive the completed classification review forms and supporting documents, if any, and direct a classification review based on the guidelines established in Section III, A, above. CSEA will be provided copies of the completed classification review forms and supporting documentation, if any, prior to the following year's negotiations.
3. The Human Resources Department may obtain additional information from the employee, the supervisor or other sources necessary to complete the classification study. These materials

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE XVIII: RECLASSIFICATIONS/REALLOCATIONS

will also be used to make classification decisions. CSEA will be provided any new or revised information obtained on a classification review form as it is received by Human Resources.

4. The classification study may result in one of the following actions:

a. Allocation of all the positions within a classification to a new or existing classification that has a higher/lower salary range.

b. Allocation of a group of the positions within a classification to a new or existing classification that has a higher/lower salary range.

c. Modification of the duties and responsibilities of a position or a group of positions within a classification that does not result in a salary change.

d. A change in salary without modification of the duties and responsibilities of a position or a group of positions within a classification.

e. No change.

5. Salary placement considerations made pursuant to Section 4 above shall be based upon the average salary paid for the position in those school districts with Orange County listed in Appendix 3 and consistent with the provisions of this Agreement.

6. The Human Resources Department shall notify the employee, the employee's supervisor, and CSEA of the results of the classification study.

C. Employee/Supervisor Requested Special Classification Reviews

1. The purpose and intent of the Classification Plan is to establish a process for the regular review of positions in the classified bargaining unit. For this reason, an employee and/or supervisor

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE XVIII: RECLASSIFICATIONS/REALLOCATIONS

requested classification review of a position outside the five-year review cycle shall only be granted under rare circumstances and for compelling reasons.

a. An employee or a supervisor may request a special classification review in the event of organizational changes affecting the position.

b. The request for a review shall be submitted in writing on a form provided by the Human Resources Department together with a statement of the compelling reasons for the review. The exclusive representative will be provided with copies of all requests for review and statements of compelling reasons.

c. The Human Resources Department shall determine whether the information presented is sufficient to warrant a review of the position, and shall notify the employee or supervisor requesting the review of the decision not later than 45 working days following receipt of the request.

d. No more than five positions shall be authorized for review under this provision each year. Requests for review should be considered on a first come, first serve basis.

e. Reviews authorized under this section shall be conducted in accord with the procedures outlined in Section III, A-B.

f. Implementation of recommendations resulting from special classification reviews shall not be subject to Article VII of this agreement.

IV. Effect of Classification Decisions on Incumbents

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A. When all or a portion of the positions within a classification are allocated to a new or existing classification with a higher salary range:

Permanent employees shall:

1. Automatically be reclassified to the position;
2. Retain seniority earned in the lower class;
3. Begin to earn seniority in the higher class beginning on the effective date of the reclassification.

Probationary employees shall:

1. Automatically be reclassified to the position;
 2. Serve a new probationary period in the higher class.
- Probationary service in the lower classification shall not be credited toward probationary service in the higher classification; however, in no event will a probationary period exceed one year.

B. When all or a portion of the positions within a classification are allocated to a new or existing classification that has a lower salary range:

Regular classified employees may:

1. Transfer to any vacant position in a classification in which the employee has seniority rights.
2. If no vacancy is available in a classification in which the employee has seniority rights, the employee may bump the least senior employee in any position he/she formerly served in a lower classification in which the employee has seniority.
3. Remain in the classification to which the position has been allocated.

V. Salary Upon Movement to a Classification With a Higher or Lower Salary Range

A. Movement to a Classification with a Higher Salary Range:

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1. When an employee whose level of responsibility remains the same as compared to the existing job description, but the classification is redesignated to a higher salary range as a result of benchmark and/or survey data, the employee will be placed at the new range and retain the same step.

2. When an employee whose level of responsibility increases as compared to the existing job description, and who is reclassified to a classification with a higher salary range, the employee will be placed at the lowest appropriate step on the new salary range which provides a full range increase (approximately 5%).

B. Movement to a Classification with a Lower Salary Range:

Upon movement to a classification with a lower salary range, the employee shall retain the salary currently being paid and shall remain at that salary rate until the maximum salary of the lower classification equals or exceeds the current salary.

VI. Classification Appeals

A. The District and CSEA may mutually agree during negotiations to use an appeal process when the parties cannot reach agreement on a classification decision. The classification decision will be referred to a three-member Classification Appeal Panel composed of one out-of-District representative selected by the District and one out-of-District classified employee selected by CSEA. The third member of the panel shall be a volunteer mutually selected by the District and CSEA through an informal process. The decision of the Appeal Panel shall be advisory to the Governing Board. The Governing Board shall make the final decision.

B. The selection of the Appeal Panel will be made within 20 days of the mutual decision to appeal.

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1 C. The Appeal Panel shall determine the matter based on the written
2 documentation submitted by the Human Resources Department and
3 provide a written decision to Human Resources immediately following
4 the meeting to review the appeal.

5 D. The decision of the Appeal Panel shall be advisory to the Governing
6 Board.

7 E. The decision of the Governing Board shall be binding on the District,
8 the employee and the employee's exclusive representative.

9 VII. Reclassification Funding

10 Funding for the allocation of a position or a group of positions to a new or
11 existing classification with a higher salary range shall not exceed the
12 amount specified in the collective bargaining agreement for classified
13 employees. Positions or groups of positions recommended for allocation to
14 a classification with a higher salary range, for which funding is not available,
15 shall be placed in "priority status" to be implemented when funding is
16 available under the provisions of the collective bargaining agreement. In
17 these cases, the recommended classification shall not be implemented until
18 funding is available and authorized for this purpose. No reclassification
19 shall be implemented until the review of the positions scheduled for review
20 each year has been completed.

21 VIII. Classification Timeline

22 The District shall establish the timeline for the classification review in the
23 spring of each year in order that the findings and recommendations will
24 be prepared and subject to negotiations for the subsequent school year.

25 IX. Zipper Clause

26 The District and the Association acknowledge and agree that the
27 Classification Plan is a partnership between the District and CSEA; that all
28 major changes and issues to the Classification Plan have been negotiated;

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that unless mutually agreed to by both parties, no substantive issues will be
negotiated further.

CLASSIFIED BARGAINING UNIT OCCUPATIONAL GROUPS

FISCAL SERVICES	RANGE
Account Clerk I.....	28
Account Clerk II*	32
Account Clerk III	35
Accounting Technician I*	37
Accounting Technician I – Food Service.....	37
Accounting Technician I - Technology	37
Accounting Technician II	40
Accounting Technician II - Attendance	40
Budget Clerk.....	34
Budget Technician I.....	37
Buyer*.....	34
Buyer, Lead Senior	40
Buyer, Senior	38
Payroll Technician*	35
Payroll Technician, Lead	40
Purchasing Clerk.....	32
Purchasing Technician	35
Risk Management Technician.....	38
 CLERICAL/TECHNICAL SERVICES	
ASB Account Clerk - Secondary School	30
Attendance Clerk	30
Benefits Technician Assistant.....	35
Bilingual Testing Clerk.....	28
Bindery Assistant	27
Clerk I	25
Clerk II*	28
Clerk III.....	30
Clerk III - Benefits	30
Clerk III - District Receptionist	30
Clerk III – Payroll	30
Clerk III - Substitute Caller.....	30
Health Office Aide.....	23
Medi-Cal Specialist/Computer Assistant	29
Personnel Clerk.....	31
Personnel Technician I*.....	37
Personnel Technician II	40
Printing Press Technician	34
Reprographics Technician*	31
School Nurse Assistant	29
Student Services Technician	33

*Benchmark Position

SECRETARIAL SERVICES

Business Services Technical Assistant	38
Adult School Office Manager	36
Elementary School Office Manager*	35
High School Office Manager	36
Intermediate School Office Manager	35
Maintenance & Operations Office Manager	36
Secretary*	32
Secretary, ASB Account Clerk, Secondary	34
Secretary, Director	38
Secretary/Translator	33
Technology Services Support Specialist	38

INSTRUCTIONAL SUPPORT SERVICES

Bilingual Parent Advocate	15
Certified Occupational Therapy Assistant	41
Computer Laboratory Assistant	29
Instructional Assistant*	20
Instructional Assistant - Adult Transition	23
Instructional Assistant - Computer	22
Instructional Assistant - English as a Second Language	21
Instructional Assistant - IBI	25
Instructional Assistant, Lead - IBI	32
Instructional Assistant, Senior - IBI	28
Instructional Assistant, Lead - Full Inclusion	30
Instructional Assistant - P.E.	23
Instructional Assistant - Physical Ed/Dressing Room Assistant	23
Instructional Assistant - Severely Handicapped*	23
Instructional Assistant - Sign Language	24
Instructional Resource Assistant/Audio Visual	32
Instructional Resource Assistant/Textbooks	32
Instructional Resource Technician I	36
Instructional Resource Technician Assistant	29
Job Tech I – Job Coach	24
Job Tech II – Case Manager	25
Job Tech III – Benefits Coordinator	26
Library/Media Clerk, Elementary*	26
Library/Media Clerk, Secondary	28
School/Community Outreach Liaison	23
School Readiness Assistant	18
School Readiness Leader	34
School Readiness Leader, Bilingual	35
Speech and Language Pathology Assistant	41
Teacher Aide	16
Translator/Interpreter	32
Translator/Interpreter - Hearing Impaired	32
Child Care Leader	87
Senior Child Care Leader	88
Assistant Preschool Teacher	82
Preschool Teacher	83

*Benchmark Position

INFORMATION/TECHNOLOGY SERVICES

Computer Analyst I.....	47
Computer Analyst II	62
Digital High School Computer Technician.....	39
Graphic Communications Technician.....	34
Information Services MS Exchange Mail Manager.....	62
Information Services MS Office/Policy Manager	62
Information Services Network Manager.....	62
Information Services Operations Supervisor	56
Information Services Server Based Computing Manager.....	62
Information Services Technician III*	47
Information Services Web Analyst.....	60
Information Services Tech II	42
Information Systems Analyst.....	62
Library/Media Services Technician.....	34
Technology Assistant.....	34
Technology Help Desk Technician.....	35
Technology Trainer.....	58

MAINTENANCE SERVICES

Computer Service Technician.....	49
Groundskeeper/Sprinkler Repairer	32
Maintenance & Operations/Scheduler-Expediter	37
Maintenance/Air Conditioning & Heating.....	41
Maintenance/Assistant Air Conditioning & Heating	35
Maintenance/Audio Visual	41
Maintenance/Carpenter	41
Maintenance/Electrician*	41
Maintenance/General Worker*	35
Maintenance/Locksmith.....	41
Maintenance/Assistant Locksmith	35
Maintenance/Multi-Trade Worker	37
Maintenance/Painter	41
Maintenance/Plumber	41
Maintenance/Sprinkler Repairer	36
Telecommunications Specialist I*	45
Telecommunications/Network Specialist	49

OPERATIONS SERVICES

Animal Care Custodian.....	29
Campus Supervisor*	21
Campus Supervisor - Lead.....	29
Custodian*	29
Custodian, District Lead	34
Custodian, Lead	33
Custodian, Special Education Center.....	30
Groundskeeper/Gardener*	31
Groundskeeper/Gardener Assistant	22
Groundskeeper/Gardener, Lead Worker	36
Heavy Equipment Operator	34

*Benchmark Position

OPERATIONS SERVICES (Continued)

Locker Room Attendant/Athletic Equipment Fieldperson*	31
Plant Foreman, Continuation High School	34
Plant Foreman, Elementary School*	32
Plant Foreman, High School	37
Plant Foreman, Intermediate School	34
Plant Foreman, Special Education Center	34
Pool Maintenance Assistant/Custodian	30
Pool/Stadium Maintenance Worker	35

FOOD SERVICES

Food Service Assistant - Café	22
Food Service Assistant I	16
Food Service Assistant II*	19
Food Service Assistant III	22
Food Service Assistant IV, Lead Worker	26
Food Service Manager, Secondary	28
Health Nutrition Leader (School Readiness)	34

WAREHOUSE SERVICES

Food Service Delivery Worker	29
Warehouse/Delivery Worker - Food Service	34
Warehouse Delivery Worker I	31
Warehouse Delivery Worker II*	34
Warehouse Delivery Worker II - Surplus Property	34

TRANSPORTATION SERVICES

Mechanic II*	41
Transportation Technician	38

*Benchmark Position

SCHEDULE OF CLASSIFICATION REVIEWS

FIRST YEAR – 33 Job Descriptions

Clerk II*	Secretary*
Attendance Clerk	Secretary, ASB Acct. Clerk, Secondary
ASB Account Clerk - Intermediate School (Secondary)	Secretary, Director
Bilingual Testing Clerk	Secretary, Translator
Clerk I	Business Services Technical Assistant
Clerk III /- Benefits /- Dist Receptionist /-Payroll/- Sub Caller	Technology Services Support Specialist
Health Office Aide	
Medi-Cal Specialist/Computer Assistant	Library/Media Clerk, Elementary*
Personnel Clerk	Computer Laboratory Assistant
School Nurse Assistant	Instructional Assistant - Computer
	Instructional Resource Assistant - Audio Visual
Elementary School Office Manager*	Instructional Resource Assistant - Textbooks
Adult School Office Manager	Instructional Resource Technician I
Intermediate School Office Manager	Instructional Resource Technician Assistant
High School Office Manager	Library/Media Clerk, Secondary
Maintenance & Operations Office Manager	

SECOND YEAR – 40 Job Descriptions

Maintenance/Electrician*	Plant Foreman, Elementary School*
Maintenance/Air Conditioning & Heating	Plant Foreman, Continuation High School
Maintenance/Asst. Air Conditioning & Heating	Plant Foreman, High School
Maintenance/Audio Visual	Plant Foreman, Intermediate School
Maintenance/Carpenter	Plant Foreman, Special Education Center
Maintenance/Locksmith	
Maintenance/Assistant Locksmith	Locker Room Attendant/Athletic Equipment Fieldperson*
Maintenance/Multi-Trade Worker	
Maintenance/Painter	Custodian*
Maintenance/Plumber	Animal Care Custodian
Maintenance & Operations/Scheduler-Expediter	Custodian, Lead / Dist Lead / Special Ed Center
	Pool/Maintenance Assistant/Custodian
Maintenance/General Worker*	Pool/Stadium Maintenance Worker
Groundskeeper/Sprinkler Repairer	
Maintenance/Sprinkler Repairer	Warehouse Delivery Worker II*
	Food Service Delivery Worker
Telecommunications Specialist I*	Warehouse/Delivery Worker - Food Service
Telecommunications/Network Specialist	Warehouse Delivery Worker I
	Warehouse Delivery Worker II - Surplus Property
Mechanic II*	
Transportation Technician*	Groundskeeper/Gardener*
	Groundskeeper/Gardener Assistant
	Groundskeeper/Gardener, Lead Worker
	Heavy Equipment Operator

*Benchmark

SCHEDULE OF CLASSIFICATION REVIEWS

THIRD YEAR – 52 Job Descriptions

Food Service Assistant II*	Account Clerk II*
Food Service Assistant - Cafe	Account Clerk I
Food Service Assistant I	Account Clerk III
Food Service Assistant III	Budget Clerk
Food Service Assistant IV, Lead Worker	Purchasing Clerk
Food Service Manager, Secondary	
Health/Nutrition Leader (School Readiness)	Accounting Technician I*
	Accounting Tech I Food Service/Technology
Reprographics Technician*	Accounting Technician II
Bindery Assistant	Accounting Tech II - Attendance
Printing Press Technician	Budget Technician
	Risk Management Technician
Information Services Technician III*	
Computer Analyst I	Buyer*
Computer Analyst II	Buyer, Senior
Computer Services Technician	Buyer, Lead Senior
Digital High School Computer Technician	Purchasing Technician
Graphic Communications Technician	
Information Systems Analyst	Payroll Technician*
Information Services Web Analyst	Payroll Technician, Lead
Information Services Microsoft Office/Policy Mgr	
Information Services Network Manager	Personnel Technician I*
Information Services Operations Supervisor	Benefits Technician Assistant
Information Services Microsoft Exchange Mail Mgr	Personnel Technician II
Information Services Technician II	
Information Services Server Based Computing Mgr	Student Services Technician
Library/Media Services Technician	
Technology Assistant	Campus Supervisor*
Technology Help Desk Technician	Campus Supervisor-Lead
Technology Trainer	

FOURTH YEAR – 21 Job Descriptions

Instructional Assistant – Severely Handicapped*	Certified Occupational Therapy Assistant*
Instructional Assistant - Adult Transition	
Instructional Assistant - IBI	Speech and Language Pathology Assistant*
Instructional Assistant, Lead - Full Inclusion	
Instructional Assistant, Lead - IBI	Instructional Assistant - ESL*
Instructional Assistant, Senior - IBI	Bilingual Parent Advocate
Instructional Assistant - Physical Ed/Dressing Rm Assistant	Instructional Assistant - Sign Language
Job Tech I – Job Coach	School/Community Outreach Liaison
Job Tech II – Case Manager	School Readiness Assistant
Job Tech III – Benefits Coordinator	School Readiness Leader
	School Readiness Leader, Bilingual
	Translator/Interpreter
	Translator/Interpreter - Hearing Impaired

FIFTH YEAR – 7 Job Descriptions

Instructional Assistant*
Instructional Assistant - P.E.
Teacher Aide
Child Care Leader
Senior Child Care Leader
Assistant Preschool Teacher
Preschool Teacher

*Benchmark

**ORANGE COUNTY UNIFIED SCHOOL DISTRICTS
USED FOR SALARY COMPARISONS**

Capistrano Unified School District
Garden Grove Unified School District
Irvine Unified School District
Newport Mesa Unified School District
Orange Unified School District
Placentia-Yorba Linda Unified School District
Saddleback Valley Unified School District
Santa Ana Unified School District
Tustin Unified School District

3. List machines, equipment or vehicles you are required to use in performing your job which are not indicated on your job description. Indicate whether their use is seldom, occasional, frequent or continuous:	
	Frequency Rating

4. List duties from the attached job description that you do not perform:

I certify that the information I have provided is accurate and complete to the best of my knowledge except as noted.

Employee

Date

Supervisor

Date

(Note: If the Supervisor disagrees with the information on this form, he/she should attach a statement indicating disputed points.)

Employee: Make a copy of this form for your files and give the original to your supervisor.

Supervisor: Return form to Human Resources.

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT REQUEST FOR SPECIAL CLASSIFICATION REVIEW

Name _____ Date _____

Classification Title _____

School/Department _____

Immediate Supervisor's Name and Title _____

Employee's and/or Supervisor's statement of reorganization resulting in request for special review:

1. List duties that you perform that are <u>not</u> included in the attached current job description. In the column at the right, give your best estimate of the frequency of time spent on each duty, using the following rating scale: 1-seldom (quarterly to annual), 2-occasional (monthly), 3-frequent (weekly), or 4-continuous (daily).	
Statement of job duties and responsibilities performed that are <u>not</u> included in the attached current job description:	Frequency Rating

2. How long have you been performing the duties described in question #1 above:

3. List machines, equipment or vehicles you are required to use in performing your job which are not indicated on your job description. Indicate whether their use is seldom, occasional, frequent or continuous:	
	Frequency Rating

4. List duties from the attached job description that you do not perform:

I certify that the information I have provided is accurate and complete to the best of my knowledge except as noted.

Employee

Date

Supervisor

Date

Division Assistant/Assistant Superintendent

Date

(Note: If the Supervisor disagrees with the information on this form, he/she should attach a statement indicating disputed points.)

Distribution: Original-Human Resources, Canary copy-Employee, Pink copy-Supervisor,
Gold copy-Assistant Superintendent
(Copy may be sent to CSEA Chapter 616 at employee option.)

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
CLASSIFICATION DECISION APPEAL**

Name _____ Date _____

Classification Title _____

School/Department _____

Immediate Supervisor's Name and Title _____

Date of Classification Decision (Attach copy of Decision Notice to Employee) _____

Employee's statement of appeal (specific reasons for appeal): _____

Employee's Suggested Solution: _____

I certify that the information I have provided is accurate and complete to the best of my knowledge.


Employee

Date

Distribution: Original-Human Resources, Canary copy-Employee, Pink copy-Supervisor,
Gold copy-Assistant Superintendent
(Copy may be sent to CSEA Chapter 616 at employee option.)

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024
ARTICLE XIX: TERM

This Agreement shall remain in full force and effective from July 1, 2021 up to and including June 30, 2024. In the 2022-2023 school year, each party may agree to reopen negotiations on the Salary and Benefits plus two (2) Articles of each parties' choosing. In the 2023-2024 school year, each party may agree to reopen negotiations on the Salary and Benefits plus two (2) Articles of each parties' choosing. The parties agree that reopener proposals shall be submitted thirty (30) working days following Board ratification of the current Agreement or March 31, whichever comes first. The District agrees to extend the above mentioned deadline upon receipt of written request, submitted by the CSEA Chapter President by March 15.



Chris Felde, President
Negotiation Team, CSEA Chapter 616



Amanda Morrell, President
Board of Education



Sally Medina, Member
Negotiation Team, CSEA Chapter 616



Dr. Edward Wong, Clerk
Board of Education



Dominic Padilla, Member
Negotiation Team, CSEA Chapter 616



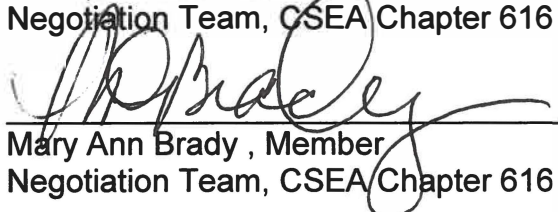
Crystal Turner, Ed.D.,
Superintendent



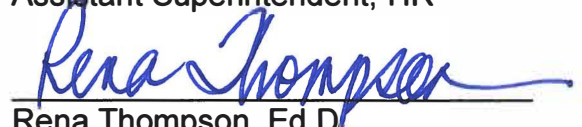
Rey Loza, Member
Negotiation Team, CSEA Chapter 616



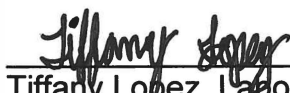
Darvin Jackson, Ed.D.
Assistant Superintendent, HR



Mary Ann Brady, Member
Negotiation Team, CSEA Chapter 616



Rena Thompson, Ed.D.,
Director, Human Resources



Tiffany Lopez, Labor Relations
Representative, CSEA

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
CLASSIFIED SERVICE CLASSIFICATION SCHEDULE
Salary Schedule, Effective 1/1/22

POSITION	RANGE
Account Clerk I	28
Account Clerk II	32
Account Clerk III	35
Accounting Technician I	37
Accounting Technician II	40
Animal Care Custodian	29
ASB Accounts Clerk - Secondary School	30
Attendance Clerk	30
Benefits Technician Assistant	35
Bilingual Parent Advocate	17
Bilingual Testing Clerk	28
Bilingual Testing Technician	33
Budget Technician I	37
Buyer	34
Buyer, Lead Senior	40
Buyer, Senior	38
Campus Supervisor	23
Campus Supervisor – Lead	29
Certified Occupational Therapy Assistant	41
Child Care Leader, ELOP	26
Child Care Leader, Senior, ELOP	29
Child Care Leader	22
Senior Child Care Leader	25
Clerk I	25
Clerk II	28
Clerk III	30
Clerk III - Benefits	30
Clerk III - District Receptionist	30
Clerk III - Maintenance, Operations & Const.	30
Clerk III - Payroll	30
Computer Analyst I	49
Computer Analyst II	62
Computer Service Technician	49
Custodian*	29
Custodian, District Lead	34
Custodian, Lead	33
Custodian, Special Education Center	30
Digital High School Computer Technician	39
Facilities, Construction and Transportation Tech	38
Food Service Assistant - Cafe	22
Food Service Assistant I	22
Food Service Assistant II	24
Food Service Assistant III	26
Food Service Assistant IV, Lead Worker	28
Food Service Assistant V, Lead Worker	37
Food Service Delivery Worker	29
Food Service Manager, Secondary	30
Groundskeeper/Gardener*	31
Groundskeeper/Gardener Assistant	22
Groundskeeper/Gardener, Lead	36
Groundskeeper/Sprinkler Repairer	32
Health/Nutrition Leader	34
Health Office Aide	26
Heavy Equipment Operator	34
Human Resources Substitute Caller	32
Human Resources Technician I	39
Human Resources Technician II	40
Information Services Network Manager	62
Information Services Technician II	42
Information Services Technician III	47
Information Systems Analyst	62
Instructional Assistant – Adult Transition	25
Instructional Asst – ELD	27
Instructional Assistant-Mild to Moderate	26
Instructional Asst – Moderate/Severe*	29

POSITION	RANGE
Instructional Asst – Physical Education	26
Instructional Asst – Sign Language	29
Instructional Asst – Trabuco Field Study	22
Instructional Asst – Vision Impaired	29
Instruct Asst-Intensive Behavioral Instruction	30
Inst Asst, Ld-Intensive Behavioral Instruction	34
Inst Asst, Sr – Intensive Behavioral Instruction	32
Job Technician I – Job Coach	26
Job Technician II – Case Manager	31
Job Technician III – Benefits Coordinator	26
Library/Media Clerk, Elem	28
Library/Media Clerk, Secondary	28
Library/Media Services Technician	34
Locker Room Attend/Athl Equip Fieldperson	31
Maintenance/Locksmith Assistant	35
Maintenance/Audio Visual Technician	41
Maintenance/Carpenter	41
Maintenance/Electrician	41
Maintenance/General Worker	35
Maintenance/HVAC	41
Maintenance/HVAC Asst	35
Maintenance/Lead Locksmith	46
Maintenance/Locksmith	41
Maintenance/Multi-Trade Worker	41
Maintenance/Painter	41
Maintenance/Plumber	41
Maintenance/Sprinkler Repairer	36
Maintenance & Operations/Scheduler-Expediter	37
Mechanic II	41
Office Manager, Child Care Services	38
Office Manager, Elementary School	38
Office Manager, High School	38
Office Manager, Intermediate School	38
Office Manager, Maintenance, Operations & Const.	38
Office Manager, Virtual Academy	38
Payroll Technician*	35
Payroll Technician, Lead	40
Physical Therapist	59
Plant Foreman, Continuation High School	34
Plant Foreman, Elementary School	32
Plant Foreman, High School	37
Plant Foreman, Intermediate School	34
Plant Foreman, Special Education Center	34
Plant Foreman, Virtual Academy	34
Playground Assistant	22
Pool Maintenance Assistant/Custodian	30
Pool/Stadium Maintenance Worker	35
Preschool Teacher Assistant	23
Preschool Teacher	32
Printing Press Technician*	34
Reprographics Technician	31
School/Community Outreach Liaison	23
School Nurse Assistant	29
School Readiness Assistant	22
School Readiness Leader	34
School Readiness Leader, Bilingual	35
Secretary	34
Secretary, ASB Account Clerk, Secondary	34
Secretary, Director	38
Secretary/Translator	35
Software Developer	62
Speech and Language Pathology Assistant	41
Student Services Technician	35
Teacher Aide	22
Technology Specialist	38

POSITION	RANGE
Technology Help Desk Technician	35
Technology Services Support Specialist	38
Telecommunications Specialist I	45
Telecommunications/Network Specialist	49
Translator/Interpreter	32

POSITION	RANGE
Translator/Interpreter-Hearing Impaired	32
Warehouse Delivery Worker I	31
Warehouse Delivery Worker II	34
Warehouse/Delivery Worker – Food Service	34
Web Content Developer	50

LONGEVITY PAY: \$45.23/month; beginning with the sixth year of service for those who entered into the program prior to 7/1/94. Effective 7/1/94, entry into the program will begin with the eighth year of service. Both programs will continue through the 24th year of service. Employees with 25 years of more of service will receive the same stipend they will be receiving on 6/30/94. (Article IV, Section F, CSEA Chapter 616, Agreement with District)

SHIFT DIFFERENTIAL: 5% after 12:00 noon. 10% between 11:00 p.m. – 5:00 a.m. (Article IV, Section E)

FIRST AID CERTIFICATE: 2 1/2% stipend for a valid, District-approved First Aid Certificate, including CPR certificate (Article IV, Section G)

FOOD HANDLER CERTIFICATION: 1% stipend effective 1/1/00 for designated employees with valid, District-approved Food Handler certification

BILINGUAL SKILLS: 1% stipend effective 2/9/00 for employees in designated positions requiring bilingual skills (Article IV, Section I)

SPECIALIZED HEALTHCARE: 4% stipend effective 3/1/08 for Instructional Assistant – Severely Handicapped positions performing specialized healthcare procedures

PROFESSIONAL GROWTH: \$11.79/month per unit with maximum of 75 units. Quarter units will be converted on a 2/3 basis. (Article IV, Section L)

When members of the regular classified service serve a portion of their day in an exempt status, the exempt status regulations as per Education Code 45103 apply to that portion of time in an exempt status, and the other regulations of the classified service apply at other times.

INITIAL STEP PLACEMENT: A new employee shall be placed on Step “A” of the salary range applicable to his/her classification and shall be advanced one (1) step upon completion of his/her probationary period. Upon verification of prior experience, the Director of Classified Personnel, in consultation with the supervisor, may authorize a new employee to be placed on the salary schedule no higher than Step “C”.

STEP PLACEMENT: Any employee shall be eligible to advance from step to step on the salary schedule upon reaching her/her anniversary date.

CHILD CARE SHIFT DIFFERENTIAL: Child Care Leaders who are assigned an afternoon shift and agree to work and additional morning shift, opening at 7 a.m., will receive a stipend of 20% shift differential of the AM hours worked, with a minimum of 1.5 hours.

PRESCHOOL CONNECTION: The Manager of the Child Care Division may designate Mentor Teachers for this program. Individuals designated as mentors shall receive a 5% stipend.

Pending Board Approval: 6/9/22

SALARY SCHEDULE

ENTITY: SADDLEBACK VALLEY USD

AS OF: 01/01/2022

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SCHEDULE: CL

RANGE/STEP

A B C D E F

17	RANGE 17	2,350.40	2,464.80	2,594.80	2,719.60	2,846.13	2,990.00
		13.56*	14.22*	14.97*	15.69	16.42	17.25
22	RANGE 22	2,650.27	2,790.67	2,925.87	3,071.47	3,215.33	3,374.80
		15.29	16.10	16.88	17.72	18.55	19.47
23	RANGE 23	2,719.60	2,846.13	2,995.20	3,147.73	3,303.73	3,468.40
		15.69	16.42	17.28	18.16	19.06	20.01
24	RANGE 24	2,790.67	2,925.87	3,071.47	3,215.33	3,380.00	3,549.87
		16.10	16.88	17.72	18.55	19.50	20.48
25	RANGE 25	2,846.13	2,995.20	3,147.73	3,303.73	3,464.93	3,638.27
		16.42	17.28	18.16	19.06	19.99	20.99
26	RANGE 26	2,925.87	3,071.47	3,215.33	3,380.00	3,553.33	3,730.13
		16.88	17.72	18.55	19.50	20.50	21.52
27	RANGE 27	2,995.20	3,147.73	3,303.73	3,464.93	3,638.27	3,820.27
		17.28	18.16	19.06	19.99	20.99	22.04
28	RANGE 28	3,071.47	3,215.33	3,380.00	3,553.33	3,735.33	3,920.80
		17.72	18.55	19.50	20.50	21.55	22.62
29	RANGE 29	3,147.73	3,303.73	3,464.93	3,638.27	3,816.80	4,007.47
		18.16	19.06	19.99	20.99	22.02	23.12
30	RANGE 30	3,215.33	3,380.00	3,553.33	3,735.33	3,910.40	4,106.27
		18.55	19.50	20.50	21.55	22.56	23.69
31	RANGE 31	3,303.73	3,464.93	3,638.27	3,816.80	4,016.13	4,217.20
		19.06	19.99	20.99	22.02	23.17	24.33
32	RANGE 32	3,380.00	3,553.33	3,735.33	3,910.40	4,109.73	4,316.00
		19.50	20.50	21.55	22.56	23.71	24.90
33	RANGE 33	3,464.93	3,638.27	3,816.80	4,016.13	4,212.00	4,421.73
		19.99	20.99	22.02	23.17	24.30	25.51
34	RANGE 34	3,553.33	3,735.33	3,910.40	4,109.73	4,317.73	4,532.67
		20.50	21.55	22.56	23.71	24.91	26.15
35	RANGE 35	3,638.27	3,816.80	4,016.13	4,212.00	4,423.47	4,647.07
		20.99	22.02	23.17	24.30	25.52	26.81
36	RANGE 36	3,735.33	3,910.40	4,109.73	4,317.73	4,529.20	4,756.27
		21.55	22.56	23.71	24.91	26.13	27.44
37	RANGE 37	3,816.80	4,016.13	4,212.00	4,423.47	4,636.67	4,868.93
		22.02	23.17	24.30	25.52	26.75	28.09
38	RANGE 38	3,910.40	4,109.73	4,317.73	4,529.20	4,754.53	4,993.73
		22.56	23.71	24.91	26.13	27.43	28.81
39	RANGE 39	4,016.13	4,212.00	4,423.47	4,636.67	4,874.13	5,116.80
		23.17	24.30	25.52	26.75	28.12	29.52

SALARY SCHEDULE

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SCHEDULE: CL

RANGE/STEP

A

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C

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40	RANGE 40	4,109.73	4,317.73	4,529.20	4,754.53	5,002.40	5,252.00
		23.71	24.91	26.13	27.43	28.86	30.30
41	RANGE 41	4,212.00	4,423.47	4,636.67	4,874.13	5,123.73	5,380.27
		24.30	25.52	26.75	28.12	29.56	31.04
42	RANGE 42	4,317.73	4,529.20	4,754.53	5,002.40	5,245.07	5,506.80
		24.91	26.13	27.43	28.86	30.26	31.77
43	RANGE 43	4,423.47	4,636.67	4,874.13	5,123.73	5,380.27	5,648.93
		25.52	26.75	28.12	29.56	31.04	32.59
44	RANGE 44	4,529.20	4,754.53	5,002.40	5,245.07	5,505.07	5,780.67
		26.13	27.43	28.86	30.26	31.76	33.35
45	RANGE 45	4,636.67	4,874.13	5,123.73	5,380.27	5,647.20	5,929.73
		26.75	28.12	29.56	31.04	32.58	34.21
46	RANGE 46	4,754.53	5,002.40	5,245.07	5,505.07	5,775.47	6,064.93
		27.43	28.86	30.26	31.76	33.32	34.99
47	RANGE 47	4,874.13	5,123.73	5,380.27	5,647.20	5,931.47	6,227.87
		28.12	29.56	31.04	32.58	34.22	35.93
48	RANGE 48	5,002.40	5,245.07	5,505.07	5,775.47	6,080.53	6,382.13
		28.86	30.26	31.76	33.32	35.08	36.82
49	RANGE 49	5,123.73	5,380.27	5,647.20	5,931.47	6,233.07	6,541.60
		29.56	31.04	32.58	34.22	35.96	37.74
50	RANGE 50	5,245.07	5,505.07	5,775.47	6,080.53	6,385.60	6,706.27
		30.26	31.76	33.32	35.08	36.84	38.69
51	RANGE 51	5,380.27	5,647.20	5,931.47	6,233.07	6,541.60	6,869.20
		31.04	32.58	34.22	35.96	37.74	39.63
52	RANGE 52	5,505.07	5,775.47	6,080.53	6,385.60	6,708.00	7,042.53
		31.76	33.32	35.08	36.84	38.70	40.63
53	RANGE 53	5,647.20	5,931.47	6,233.07	6,541.60	6,869.20	7,212.40
		32.58	34.22	35.96	37.74	39.63	41.61
54	RANGE 54	5,775.47	6,080.53	6,385.60	6,708.00	7,035.60	7,387.47
		33.32	35.08	36.84	38.70	40.59	42.62
55	RANGE 55	5,931.47	6,233.07	6,541.60	6,869.20	7,210.67	7,571.20
		34.22	35.96	37.74	39.63	41.60	43.68
56	RANGE 56	6,080.53	6,385.60	6,708.00	7,035.60	7,389.20	7,758.40
		35.08	36.84	38.70	40.59	42.63	44.76
57	RANGE 57	6,233.07	6,541.60	6,869.20	7,210.67	7,567.73	7,947.33
		35.96	37.74	39.63	41.60	43.66	45.85
58	RANGE 58	6,385.60	6,708.00	7,035.60	7,389.20	7,758.40	8,146.67
		36.84	38.70	40.59	42.63	44.76	47.00
59	RANGE 59	6,541.60	6,869.20	7,210.67	7,567.73	7,943.87	8,340.80
		37.74	39.63	41.60	43.66	45.83	48.12

SALARY SCHEDULE

AS OF: 01/01/2022

SCHEDULE: CL

RANGE/STEP

A

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C

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60	RANGE 60	6,708.00	7,035.60	7,389.20	7,758.40	8,146.67	8,554.00
		38.70	40.59	42.63	44.76	47.00	49.35
61	RANGE 61	6,874.40	7,219.33	7,579.87	7,957.73	8,358.13	8,774.13
		39.66	41.65	43.73	45.91	48.22	50.62
62	RANGE 62	7,046.00	7,399.60	7,768.80	8,158.80	8,566.13	8,994.27
		40.65	42.69	44.82	47.07	49.42	51.89
63	RANGE 63	7,222.80	7,583.33	7,962.93	8,363.33	8,779.33	9,219.60
		41.67	43.75	45.94	48.25	50.65	53.19
64	RANGE 64	7,403.07	7,774.00	8,164.00	8,571.33	8,999.47	9,450.13
		42.71	44.85	47.10	49.45	51.92	54.52
65	RANGE 65	7,588.53	7,969.87	8,366.80	8,784.53	9,224.80	9,685.87
		43.78	45.98	48.27	50.68	53.22	55.88

* All Ranges and Steps below minimum wage, will be paid at minimum wage.

Work Year Category	Calendar	Total Paid Days		Work Days
1	CL08A	205.5		182
1	CL08B	206.5		182
1	CL08C	207		182
1	CL08D	208		182
1	CL08E	209		182
1	CL09A	205.5		182
1	CL09B	206.5		182
1	CL09C	207		182
1	CL09D	208		182
1	CL09E	209		182
1	CL10A	207.5		184
1	CL10B	208.5		184
1	CL10C	209		184
1	CL11A	208.5		185
1	CL11B	209		185
1	CL12A	205.5		182
1	CL12B	206.5		182
1	CL12C	207		182
1	CL12D	208		182
1	CL12E	209		182
2	CL20A	217		193
2	CL20B	218		193
2	CL20C	218.5		193
2	CL20D	219.5		193
2	CL20E	220		193
3	CL30	227	**	
4	CL40	232	**	
4	CL40E	232	**	
5	CL50	239	**	
5	CL51	239	**	
6	CL60	247	**	
7	CL71	251	**	
7	CL72	251	**	
8	CL80	260	**	

**reflects total paid days including holiday and vacation

CLASSIFIED PERSONNEL
DAYS OF VACATION -- FULL-TIME EMPLOYEES FOR FULL FISCAL YEAR OF EMPLOYMENT

DAYS OF EARNED VACATION*											
Mos Per Yr Employed	One Year	Two Years	Three Years	Four Years	Five Years	Six Years	Eight Years	Ten Years	Eleven Years	Twelve Years	Fifteen Years
12	12.00	13.00	14.00	15.00	16.00	17.00	18.00	19.00	20.00	21.00	22.00
11 ³ / ₄	11.75	12.75	13.75	14.75	15.75	16.75	17.75	18.75	19.75	20.75	21.75
11 ¹ / ₂	11.50	12.50	13.50	14.50	15.50	16.50	17.50	18.50	19.50	20.50	21.50
11 ¹ / ₄	11.25	12.25	13.25	14.25	15.25	16.25	17.25	18.25	19.25	20.25	21.25
11	11.00	12.00	13.00	14.00	15.00	16.00	17.00	18.00	19.00	20.00	21.00
10 ³ / ₄	10.75	11.75	12.50	13.50	14.50	15.50	16.50	17.50	18.50	19.50	20.50
10 ¹ / ₂	10.50	11.50	12.00	13.00	14.00	15.00	16.00	17.00	18.00	19.00	20.00
10 ¹ / ₄	10.25	11.25	11.75	12.75	13.75	14.75	15.75	16.75	17.75	18.75	19.75
10	10.00	11.00	11.50	12.50	13.50	14.50	15.50	16.50	17.50	18.50	19.50
9 ³ / ₄	9.75	10.75	11.25	12.25	13.25	14.25	15.25	16.25	17.25	18.25	19.25
9 ¹ / ₂	9.50	10.50	11.00	12.00	13.00	14.00	15.00	16.00	17.00	18.00	19.00
9 ¹ / ₄	9.25	10.25	10.75	11.75	12.75	13.75	14.75	15.75	16.75	17.75	18.75
9	9.00	10.00	10.50	11.50	12.50	13.50	14.50	15.50	16.50	17.50	18.50

- A. * Above table indicates number of days of vacation per fiscal year that a full-time employee earns if employment has been in effect for years indicated.
- B. Hourly employees shall receive one hour of vacation for each 21 hours worked the first year, 1.05 hours for each 21 hours worked the second year, 1.10 hours for each 21 hours worked the third year, 1.20 hours for each 21 hours worked the fourth year, 1.30 hours for each 21 hours worked the fifth year, 1.40 hours for each 21 hours worked the sixth year, 1.50 hours for each 21 hours worked the eighth year, 1.60 hours for each 21 hours worked the tenth year, 1.70 hours for each 21 hours worked the eleventh year, 1.80 hours for each 21 hours worked the twelfth year, and 1.90 hours for each 21 hours worked the fifteenth year. This will not include hours worked and paid for an overtime rate. (Adjusted per above schedule, when adopted)

Board Approval: January 9, 1990

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024

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SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT WITH CSEA, 2021-2024

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TENTATIVE AGREEMENT
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SADDLEBACK CHAPTER 616
and
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

September 16, 2021

Employees in active status on October 1, 2021 will receive a 2% one-time, off-schedule salary payment.

Article VI Non-Salary Benefits

A. Insurance Programs

a. The District will contribute toward the cost of the PPO and HMO medical care insurance policy premiums or programs, mental health care insurance policy premiums or programs, dental care insurance policy premiums or programs, vision care policy premiums or programs, and life and accidental death and dismemberment insurance policy premiums or programs for group plans covering eligible active employees and eligible active dependents, subject to the employee working more than thirty (30) hours a week and making an annual contribution for the balance of the premium above the District contribution. (See Plan Document for complete regulations regarding eligibility).

4. For the 2021 benefit year, ~~The~~ Board shall implement annual employee payroll contributions for HMO and PPO medical and mental health benefit coverages as follows:

HMO / NARROW NETWORK HMO

- ~~\$500 employee only~~
- ~~\$750 employee plus one dependent~~
- ~~\$1,000 employee plus two or more dependents~~

PPO

- ~~\$1,000 employee only*~~
- ~~\$2,250 employee plus one dependent*~~
- ~~\$3,350 employee plus two or more dependents*~~

~~*Effective January 1, 2017 plus the difference between the composite rate of the HMO and the composite rate of the PPO.~~

~~Effective January, 2020, the Board shall implement annual employee payroll contributions for HMO and PPO medical and mental health benefit coverages as follows:~~

~~NARROW NETWORK HMO~~

- ~~\$0 employee only~~
- ~~\$0 employee plus one dependent~~
- ~~\$0 employee plus two or more dependents~~

~~HMO~~

- ~~\$500 employee only~~
- ~~\$750 employee plus one dependent~~
- ~~\$1,000 employee plus two or more dependents~~

~~EPO~~

- ~~\$500 employee only**~~
- ~~\$1,125 employee plus one dependent**~~
- ~~\$1,675 employee plus two or more dependents**~~

~~PPO~~

- ~~\$1,000 employee only*~~
- ~~\$2,250 employee plus one dependent*~~
- ~~\$3,350 employee plus two or more dependents*~~

~~*PPO plus the difference between the composite rate of the HMO and the composite rate of the PPO.~~

~~**EPO plus 50% of the difference between the composite rate of the HMO and the~~

~~composite rate of the PPO.~~

~~For the 2021 benefit year, the parties will collaboratively work to modify plan designs.~~

~~Employee annual, contributions will not exceed:~~

NARROW NETWORK HMO

- \$0 employee only
- \$0 employee plus one dependent
- \$0 employee plus two or more dependents

HMO

- \$885 employee only
- \$1,328 employee plus one dependent
- \$1,770 employee plus two or more dependents

EPO

- \$1,790 employee only
- \$2,415 employee plus one dependent
- \$2,965 employee plus two or more dependents

PPO

- \$3,580 employee only
- \$4,830 employee plus one dependent
- \$5,930 employee plus two or more dependents

Effective January 1, 2022, the annual District contribution to health benefits shall be:

- \$10,195 employee only
- \$21,404 employee plus spouse/domestic partner
- \$18,349 employee plus child(ren)
- \$30,579 employee plus family (spouse/domestic partner plus child(ren))

Effective January 1, 2023, the District contribution to health benefits shall be no lower than:

- \$6,782 employee only

- \$14,238 employee plus spouse/domestic partner
- \$13,482 employee plus one dependent child(ren)
- \$20,342 employee plus two or more dependents family (spouse/domestic partner plus child(ren))

For the 2021, ~~and 2022~~ and 2023 benefit years, the District will make a contribution of \$750 to a qualified Health Reimbursement Account (HRA) for each eligible employee participating in a District sponsored HMO medical plan, \$1,000 to a qualified Health Reimbursement Account (HRA) for each eligible employee participating in the District sponsored EPO medical plan and \$1,500 to a qualified Health Reimbursement Account (HRA) for each eligible employee participating in the District sponsored PPO medical plan.

For the 2022 benefit year, each eligible employee participating in a District sponsored Narrow Network HMO medical plan (VIVITY or SELECT) will receive an additional \$500 HRA contribution for a total HRA contribution of \$1,250.

~~By May 1, 2021, the parties will agree upon the district contribution to be effective January 1, 2022.~~

The parties agree this tentative agreement finalizes the benefits contribution negotiations for the 2022 benefit year. No part of this agreement impacts continued negotiations for the 2021-22 cycle including salaries and benefits.

California School Employee Association

Chris Felde 9/16/21
Date
Chapter President for CSEA Chapter 616

Saddleback Valley Unified School District

Connie Cavanaugh 9/16/21
Date
Assistant Superintendent, Human Resources
& Fiscal Services

Tiffany Lopez 9/16/21
Date
CSEA Labor Relations Representative

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ("CSEA") and its
SADDLEBACK CHAPTER 616 and
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT ("DISTRICT")

EXPANDED LEARNING OPPORTUNITIES PROGRAM ("ELOP") TRANSITION

February 9, 2022


To meet the requirement to offer an Expanded Learning Opportunities Program (ELOP) to students as defined in Education Code 46120, the District agrees to develop a transition plan to encourage current Child Care Leaders and Senior Child Care Leaders to fill ELOP positions and attempt to avoid any layoff of current employees if current Child Care positions need to be eliminated due to lack of work and lack of funds. The plan will include:

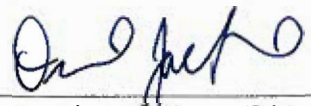
1. Development of job descriptions with CSEA for Child Care Leader - ELOP and Senior Child Care Leader -ELOP
2. Support in determining which current Child Care Leaders and Senior Child Care Leaders meet the educational requirements of the new positions
3. Expand the proficiency examination schedule to allow additional opportunities for current Child Care Leaders and Senior Child Care Leaders to meet the educational requirements of the new positions
4. First right of refusal, based on seniority, to current Child Care Leaders and Senior Child Care Leaders who meet the requirements of ELOP positions prior to posting the positions to other current SVUSD employees and external candidates

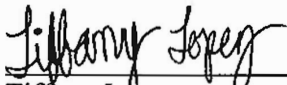
Should there be a need for permanent Child Care Leaders or Senior Child Care Leaders positions to be eliminated as a result of the expiration of the current specially funded Child Care program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

California School Employee Association

Saddleback Valley Unified School District

 2/16/22
Chris Felde Date
Chapter President for CSEA Chapter 616

 2-15-22
Darvin G. Jackson, Ed.D. Date
Assistant Superintendent, Human Resources

 2/11/2022
Tiffany Lopez Date
CSEA Labor Relations Representative

**SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SADDLEBACK CHAPTER 616**

MOU Modified Summer Work Hours

April 7, 2022

Summer work hours will be modified for District office staff for 2022. The summer modified work hours will begin Monday, June 6 and end Friday, July 22, 2022. The week of July 4 – July 8, employees are expected to work their regular 8 hour days (Monday, July 4 is a holiday).

OPTIONS:

Monday – Thursday*: 8-hr employees work 10 hours
6-hr employees work 7 hours and 30 minutes
3.7-hr employees work 4 hours and 40 minutes
Friday*: Offices closed (all hours worked in 4 days, no vacation time required)

**Week of July 18 - Offices will be closed on Monday; work Tuesday – Friday*

OR

Monday – Friday Regular work week

Employees in the following classifications will also have the option to participate in the program.

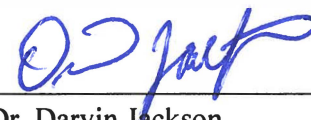
- Maintenance and Operations
- Print Shop/Warehouse
- Custodial - Plant Foreman and site Custodians
- Site level Clerical
- TLC Child Care office staff

Employees in the Technology Department who elect to participate in the 4-day work week will work either Monday – Thursday or Tuesday – Friday.

Individual work schedules will be determined in collaboration and approval of their supervisor.

During the 4-day work week, overtime shall be defined as any work in excess of ten (10) hours per day or forty (40) hours in a calendar week. (Except the week of July 4.) Any leave taken during this period will be accounted for based on actual hours worked.

 4/20/22
Chris Felde Date
Chapter President, CSEA Chapter 616

 4-20-22
Dr. Darvin Jackson Date
Assistant Superintendent, Human Resources

 4/20/22
Tiffany Lopez Date
CSEA Labor Relations Representative

TENTATIVE AGREEMENT
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SADDLEBACK CHAPTER 616
and
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

April 27, 2022

Article IV Pay Practices

A one percent (1%) increase to the primary salary schedule retroactive to July 1, 2021.

Effective January 1, 2022, employees in the job classifications listed below will be moved to the next step in the new range that provides an equal or greater hourly rate of pay based on meeting the following criteria: positions which are difficult to fill/retain, reclassification recommendations from the 2017 CSEA reclassification priority list, and/or compacting of the salary schedule based on minimum wage increases.

Asst. Preschool Teacher – range 82 to range 23
Bilingual Parent Advocate – transition to School Community Outreach Liaison range 23
Campus Supervisor – range 21 to range 23
Childcare Leader – range 87 to range 22
Child Care Leader, ELOP – range 20 to 26
Computer Analyst I - range 47 to range 49
FSA I – range 16 to range 22
FSA II – range 19 to range 24
FSA III – range 22 to range 26
FSA IV – Lead Worker – range 26 to range 28
FSA V – Lead Worker – range 36 to range 37
FS Manager – Secondary – range 28 to range 30
Grounds/Gardener Assistant – transition to Grounds/Gardener range 31
Health Office Aide – range 23 to range 26
IA Adult Transition – range 23 to range 25
IA ESL – range 21 to range 27
IA Field Study – range 20 to range 22
IA IBI – range 25 to range 30
IA Lead IBI – range 32 to range 34
IA Mild/Moderate – range 20 to range 26
IA Mod/Severe – range 23 to range 29
IA PE – range 23 to range 26
IA - Senior IBI – range 28 to range 32
IA Sign Language – range 24 to range 29
IA Vision Impaired – range 23 to range 29
Job Tech I – range 24 to range 26
Job Tech II – range 25 to range 31
Library Media Clerk Elementary – range 26 to range 28
Maintenance Multi-Trade – range 37 to range 41
Office Manager Elementary, Intermediate, Child Care, Virtual Academy – range 35 to range 38

Office Manager, High School, M & O – range 36 to range 38
Playground Assistants – range 13 to range 22
Preschool Teacher – range 83 to range 32
School Readiness Assistant – range 18 to range 22
Secretary – range 32 to range 34
Secretary Translator – range 33 to range 35
Senior Childcare Leader – range 88 to range 25
Senior Child Care Leader, ELOP – range 23 to 29
Student Services Technician – range 33 to range 35
Teacher Aide – range 16 to range 22
Technology Specialist – range 34 to range 38

The Negotiation Teams also agree to continue discussing moving the following job classifications, and others if applicable, on the salary schedule for the 2022-23 school year Negotiations cycle:


Animal Care Custodian
Campus Supervisor- Lead
Clerk II
Clerk III, Benefits, Payroll, Reception, Attendance, ASB, MOC
Custodian
FS Delivery Worker
HR Tech I
Library Media Clerk Secondary
Locker Room Attendant
Payroll Technician
Payroll Technician- Lead
Plant Foreman - Elementary
Secretary ASB Account Clerk Secretary
Secretary, Director
Technology Help Desk Technician
Technology Services Support Specialist
Telecom Network Specialist

This tentative agreement finalizes the compensation negotiations for the 2021-2022 school year.

California School Employee Association

 4/27/22
Chris Felde Date
Chapter President for CSEA Chapter 616

Saddleback Valley Unified School District

 4-27-22
Dr. Darvin Jackson Date
Assistant Superintendent, Human Resources

 4/27/22
Tiffany Lopez Date
CSEA Labor Relations Representative

**TENTATIVE AGREEMENT
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SADDLEBACK CHAPTER 616
and
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
June 8, 2022**

Preamble

THIS AGREEMENT is made and entered into this 21st ~~8th~~ day of June ~~201822~~, to be effective July 1, 2018~~21~~, by and between the BOARD OF EDUCATION OF THE SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT, (hereinafter referred to as the "District") and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its Saddleback CHAPTER #616, (hereinafter referred to as the "Association").

Article II: Rights of the Parties to this Agreement

B. Association Rights

9. The Association President or designee shall receive a ~~total~~ **annual** release time calculated as equivalent to sixteen (16) hours per week for each work week in the employee's work year calendar in which there is a paid day.
 - a. Additional release time up to ~~eight (8) hours per week~~ **416 hours** will be provided annually to other employees selected by the Association President. The schedule of release hours will be provided to the District on a monthly basis, inasmuch as possible. These schedules are subject to approval of the supervisor(s) and the Superintendent or designee.
 - ~~b. Each of the above named Association representatives shall select the method of release time, subject to approval of his/her supervisor and Superintendent or designee.~~

Article V: Work Hours, Overtime, Premium Pay

A. Hours of Employment

1. The District will notify each employee of assigned work hours ~~by August 1 of each school~~ no less than fourteen (14) calendar days prior to the start of their work year. Such notice shall not constitute a guarantee of work.

- a. An employee shall be provided fourteen (14) calendar days notice of any subsequent changes in regularly assigned work hours during the school year, shall be made as far in advance as possible. The change may be implemented sooner with mutual agreement between the employee and their supervisor.
- b. Unless an emergency situation exists, or mutually agreed to otherwise, An employee shall be given provided five (5) working seven (7) calendar days notice of a temporary change in their assigned work hours assignments. The temporary change may be implemented sooner in the case of an emergency situation or upon mutual agreement between the employee and their supervisor. A temporary change in the start time of the assigned work hours will not exceed sixty (60) minutes unless mutually agreed upon by the employee and their supervisor.
- c. The District agrees to meet and confer with any employee who has a conflict as a result of any change in assigned work hours. An employee may opt to have a CSEA Representative meet on their behalf. If there is not an opportunity to meet during the aforementioned notification periods, up to an additional seven (7) calendar days will be provided to resolve the conflict.

3. Minimum Work Day

- a. A minimum day is a day when students are not in attendance the full day. These are regular work days for classified employees. However, employees in food service, or instructional assistants who provide direct services to students may be assigned alternative work on these days. Classified employees wishing to be off on any of these days may do so with the approval of the supervisor, by using **accrued** vacation or other authorized leave. Days designated as minimum days shall be included in the District School Year Calendar. The publication of the School Year Calendar for classified employees shall constitute the notice requirement of Section A.1.

4. Modified Work Day

- a. A modified work day is a non-school day for students and they are not in attendance. These are regular work days for classified employees. However, employees in food service or instructional assistants who provide direct services to students may be assigned alternative work on these days. Classified employees wishing to be off on any of these days may do so, with the approval of the supervisor, by using **accrued** vacation or other authorized leave.

B. Classified Employee Work Year

6. The District shall designate the beginning and ending dates for each work year based on the school calendar.

- a. Work year category calendars are finalized in collaboration with the Association.

Article IX: General Personnel Provisions

H. Probation Period

All employees new to the District or promoted to another position shall serve a period of probation that shall not exceed six (6) months or 130 days of paid service, whichever is longer ~~a six (6) months probationary period~~, including any employees who are rehired by the District after an absence from employment in the District for greater than thirty-nine (39) months. ~~Any probationary employee may have their probation period extended beyond six (6) months, not to exceed an additional six (6) months, by mutual agreement of the Association and the District.~~ The purpose of the probationary period is to satisfy the District that the employee is capable of performing the work satisfactorily, and a probationary employee may be released at any time during the probationary period for unsatisfactory performance without right to appeal under this Agreement.

1. Employee Failing to Meet Requirements of New Position

When an employee is promoted to a new position, he/she shall serve a new probationary ~~period of six (6) months~~. If the employee fails to meet the requirements of the new position, the employee may:

- a. Transfer to any vacant position in a classification in which the employee has seniority rights, or
- b. If no vacancy is available in which the employee has seniority rights, the employee may bump the least senior employee in any position he/she formerly served and has seniority.

N. Interview Panel

The Principal/Supervisor shall contact the CSEA site representative to be a part of the interview panel at least five working days before the interviews. If the site representative(s) cannot participate on the interview panel, the site representative or the Principal/Supervisor shall ~~can designate another CSEA member in good standing or~~ contact the CSEA President to obtain a CSEA representative to be part of the interviewing panel. If a site does not have a site representative, the Principal/Supervisor shall contact the CSEA President to obtain a CSEA representative to be part of the interviewing panel.

Article XIV: Layoff and Reduction in Work Hours

C. Notice of Layoff and Hearing Rights

1. Whenever a permanent classified employee is to be laid off for lack of work or lack of funds, the Superintendent or designee shall, no later than March 15 and before the employee is given formal notice by the Governing Board, give to the employee written notice of the recommendation, the reasons that the employee's services will not be required for the ensuing year, any displacement rights, reemployment rights, and the employee's right to a hearing. The District shall adhere to the notice, hearing, and layoff procedures in Education Code 45117, Government Code 11503 and 11505, and other applicable provisions of law. (Education Code 45117)
2. Following the Board's decision, the Superintendent or designee shall give final notice of termination to the affected employee(s) before May 15 unless a continuance was granted after a request for hearing was made, in which case such date may be extended by the number of days of the continuance. (Education Code 45117)

D. Response to Reemployment Offer

1. When a vacancy occurs, the District shall give the employee with the most seniority an opportunity to accept or reject the position, by first calling the employee at the employee's last known telephone number to notify the employee of the vacancy and then sending written notice by certified and standard mail to the employee's last known address.
- ~~1.~~ 2. An employee shall notify the District in writing of his/her intent to accept or refuse reemployment within five (5) working days following receipt of the reemployment notice. (This is existing language and included due to a number change.)
 - a. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of reemployment notice to maintain the employee's eligibility on the reemployment list.
 - b. ~~If the employee declines the offer of reemployment for other than reasons of illness or injury, his/her name shall be removed from the reemployment list. In order to be reemployed, the employee must be capable of performing the essential duties of the job with or without reasonable accommodations. When an otherwise eligible employee is unable to perform the essential duties of the job, the employee shall be kept on the reemployment list until another opportunity becomes available or the period of reemployment eligibility expires, whichever, occurs first.~~
 - c. Upon rejecting two (2) offers of reemployment, for other than reasons

of illness or injury, the employee's name shall be removed from the reemployment list and the employee will forfeit all reemployment rights to which the employee would otherwise be entitled.

E. Effects of Layoffs

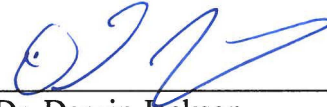
Article XIX: Term

This Agreement shall remain in full force and effective from July 1, ~~2018~~ 2021 up to and including June 30, ~~2021~~ 2024. In the ~~2019-2020~~ 2022-2023 school year, each party may agree to reopen negotiations on the Salary and Benefits plus two (2) Articles of each parties' choosing, ~~exclusive of salary and benefits. The reopener proposal shall be submitted by May 24, 2019-2022.~~ In the ~~2020-2021~~ 2023-2024 school year, each party may agree to reopen negotiations on the Salary and Benefits plus two (2) Articles of each parties' choosing. The parties agree that reopener proposals shall be submitted thirty (30) working days following Board ratification of the current Agreement or March 31, whichever comes first. The District agrees to extend the above mentioned deadline upon receipt of written request, submitted by the CSEA Chapter President by March 15.

California School Employee Association

Saddleback Valley Unified School District

 6/8/22
Chris Felde Date
Chapter President for CSEA Chapter 616

 6-8-22
Dr. Darvin Jackson Date
Asst. Superintendent, Human Resources

 6/5/22
Tiffany Lopez Date
CSEA Labor Relations Representative