

**CSEA Meadows Chapter #829
Proposal #3
2024-26 Successor Negotiations
June 27th, 2024 12pm**

Article 3: Association Rights

3.1 Association Rights

CSEA shall have the right to make use of school buildings and facilities without charge during the hours the site is regularly open, provided that meetings do not interfere with instructional program and conflict with school-site conferences and meetings and responsibilities related to education, health and welfare of students.

~~CSEA regular meetings shall be conducted at a time where services to students are not interrupted.~~ CSEA Chapter meetings will be held ~~on the last Tuesday of the month at 5pm~~ **on the last Staff Friday of the month after 1:30pm**. A maximum of one (1) hour of release time may be used by each unit member who attends meeting. ~~CSEA Chapter President will provide district with a sign in sheet of attendees to verify attendance.~~ Release time and the one (1) hour period shall not accumulate from month to month. CSEA Chapter President will notify DISTRICT at least twenty-four (24) hours in advance when there is a need for meetings outside of their monthly schedule.

DISTRICT will provide my email to CSEA Chapter President by September 1st of each year, a complete seniority list of all bargaining unit members. Seniority for the purposes of layoff shall be established by the unit member's first date of paid service on any permanent position (substitute or short-term assignments excluded).

3.4 CSEA Conference

Delegates who are in paid status during the week of CSEA's annual conference shall be granted time off with pay, for the purpose of attending the conference. Paid time off shall not exceed two (2) delegates for up to five (5) days per delegate.

The District will send 2 bargaining unit members to the annual Paraeducators Conference. Members will send their written interest to the executive board and CSEA will send their recommendation to the District.

3.11 School Year Calendar

The District will provide the annual school year calendar to the Chapter President for consultation.

Article 5: Evaluation

5.3 Evaluation Conference

The evaluator will email the bargaining unit member one week before the conference. The evaluator shall meet with the unit member to discuss the contents of the evaluation before the evaluation is forwarded to Human Resources. All evaluations, and related documents, shall be signed and dated by unit members as acknowledgment of their receipt.

*change evaluation day to before deadline

Article 7: Grievance Procedures

7.3 Grievance Procedures

Grievances shall be filed on a form developed by the parties. Additional pages may be added if necessary (Appendix E)

7.3.1 Informal Level

Within ~~fifteen (15)~~ **thirty (20)** business days after the occurrence of the act, or omission giving rise to the grievance, or the date when the grievant should reasonably have been aware of the act or occurrence, the grievant shall attempt to resolve the problem by scheduling an informal conference with his/her immediate supervisor. The grievant may be accompanied by representatives of CSEA's choosing at the informal conference. The problem shall be discussed orally, including the nature of the problem, person or persons involved, and remedy sought. The immediate supervisor shall respond orally within five (5) days. If the grievant is not satisfied with the proposed resolution or if the immediate supervisor has not responded within ten (10) days, the grievant may proceed to Step One of the Formal Grievance Process.

Article 8: Hours/ Overtime/ Trainings

8.3 Employees Not Working with Students

Working hours for unit members not working with students will be established at the beginning of employment by the DISTRICT and may be revised at the beginning of every school year thereafter. **The District will give unit members a 2 week grace period to shift into the changing schedule, after a formal notification.**

8.4 Changes to Hours of Work Based Upon Need

The DISTRICT may temporarily or permanently change an unit member's work-week or work-day without reduction in hours, based on student or DISTRICT need, changes to enrollment or program needs, provided written notice of change is given to unit member within ~~five (5)~~ **ten (10) working** days before effective date (unless notice is waived by CSEA or in the event of an emergency situation) and agreed to by the Superintendent or designee and CSEA prior to the effective date.

8.10 Classroom Supervision

At the administrative discretion unit members may be asked to provide classroom supervision in the absence of a certificated employee. Compensation shall be ~~six (\$6)~~ **twenty (\$20)** per hour, in addition to regular pay. If less than one (1) hour is required, compensation will be prorated in fifteen (15) minute portions. **The District will assign classroom supervision assignments to**

classified staff assigned to the class and then rotate by seniority. District administrators will keep track of coverage hours for payroll purposes.

8.11 Extended School Year Employment

Classified personnel for extended year (summer school included), will be hire according to the following factors, **including rotation by seniority:**

1. Full availability of required work dates and hours
2. Seniority within classification. **A rotation list by seniority shall be maintained for extra assignments. Unit member with the most seniority shall have first opportunity to extra assignments, at which point the next assignment will go to the next senior employee on the list and so forth. A unit member who accepts or refuses an assignment shall rotate to the bottom of the rotation list and shall not work extra assignments until all other unit members have been offered an extra assignment.**
3. Specific skills needed for the job
4. ~~Individual's past performance~~
5. Knowledge of specific duties/activities

8.12 Substitutes

Substitute employee is defined as a person employed to replace a regular classified unit member temporarily absent from duty as per Ed Code 45103. Such employees may also be used to fill vacant positions after bargaining unit position has been vacated and a permanent replacement is being recruited. Substitutes will be paid in accordance with the rates established in the Classified Salary Schedule (Appendix C). Substitutes ~~can~~ **must** be called in for training for a period not to exceed three (3) days. **Bargaining unit members will not be responsible for training substitutes support staff.**

8.17 Extra Assignments/ Trips/ Activities

DISTRICT will assign unit members to class fieldtrips/activities first based on assignment and second by seniority.

Bus Drivers & Custodians: rotation list by seniority shall be maintained for extra assignments. Unit member with the most seniority shall have first opportunity to extra assignments, at which point the next assignment will go to the next senior employee on the list and so forth. A unit member who accepts or refuses an assignment shall rotate to the bottom of the rotation list and shall not work extra assignments until all other unit members have been offered an extra assignment.

All extra assignments will be offered in rotation by seniority by classification.

CSEA proposes the following changes:

- **Increase all 4 hour Instructional Aides 6 hour employees**
- **Increase all 7 hour Instructional Aides 8 hour employees**
- **Increase all Custodians from 10 months to 12 months**
- **Increase the library media clerk from 10 months to 11 months**

Article 9: Salary

9.1 Salary

- 2024-25: 8% increase, effective July 1, 2024
- Increase the District's minimum hourly salary to \$20.
- **The District will participate in the annual California Summer Assistance Program every year.**
- **The District will offer 10 and 11 month bargaining unit members the option to average out their payroll into 12 checks.**
- **Effective July 1, 2024, an annual Bus Driver stipend of \$2500 will be paid to unit members who hold a valid California bus driver's license and are on the Bus Driver rotation list to cover bus routes, before/after school, and weekend events when Bus Driver/Maintenance employees are not available to drive. The stipend will be paid in 2 installments of \$1250 in the months of December and June of each year.**

Article 11: Leaves

11.6 Personal Necessity Ed Code 45207

A fiscal year limit of seven (7) days of earned sick leave may be utilized in any one school year as Personal Necessity Leave only for the following reasons:

- 11.1.1 Death of an immediate family member when additional leave is required beyond that provided in section 11.5.
- 11.1.2 Accident involving unit member, property, immediate family member.
- 11.1.3 Illness, preventive care, other need of unit member's family as defined in Labor Code 245.5.
- 11.6.4 Unit member appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order.
- 11.6.5 Fire, flood, or other immediate danger to the home of the unit member.
- 11.6.6 Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care outside of working hours. The Superintendent or designee should have final discretion as to whether or not a request reflects personal necessity. (Board Policy 4261.2).
- 11.6.7 Personal necessity leave must be requested at least 24-hr in advance, except in case of the following emergencies:
 - 1. Accident involving unit member, property, immediate family member.
 - 2. Death of a family member
 - 3. Serious illness of an immediate family member
- 11.6.8 ~~The DISTRICT may require appropriate verification necessary to verify the reasons and/or necessary duration of the leave.~~ **Unit member may take personal necessity for attendance at dependents' school events.**
- 11.6.9 A classified employee may use up to his/her annual accrual of sick leave, in any one (1) fiscal year, for Personal Necessity, one (1) days of said Personal Necessity leave, also know as "no-tell" days, shall be eligible for anything except for

employment by another entity, ~~extension of vacation or holiday~~, work stoppage, or strike.

Article 12: Holidays

- Include: **Fair Day, Cesar Chavez Day (floating holiday)**

Article 16: Negotiation Procedures

16.1 Negotiations

Not later than March of the Calendar year in which this contract expires, the DISTRICT and CSEA shall meet and negotiate in good faith on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them. Either party may utilize the services of outside consultants to assist in the negotiations or to negotiate.

Negotiations sessions shall be held within a reasonable period of time after receipt of a request. Negotiations should commence no later than May.

16.1.1 The CSEA shall designate ~~a maximum of three (3)~~ representatives who shall receive a reasonable amount or release time without loss of compensation to attend negotiations sessions between the parties.

16.1.2 Each contract year during the term of this agreement Article 9 Salary and Article 10 Health & Welfare Benefits shall be open for negotiations and in addition the CSEA and the DISTRICT may each open one other ARTICLE for negotiations. If mutually agreed, additional articles can be negotiated.