CSEA Initial Proposal 9/16/2025
District Counter Proposal #1 11/18/2025
CSEA Counter Proposal #1 12/09/2025
District Counter Proposal #1 1/13/2026
CSEA Counter Proposal #2 2/17/2026
District Counter Proposal #2 3/10/2026
CSEA Counter Proposal #3 3/17/2026
District Counter Proposal #3 4/14/2026

TA: ___ (date)
___ (initials)

ARTICLE 7: PAY AND ALLOWANCES

For purposes of this Article, the following shall define the different anniversary dates:

a. **Anniversary DISTRICT Hire Date.** The date that a unit member is hired into a permanent position with the DISTRICT.

b. **Anniversary Longevity Date.** The date that a unit member is hired into a permanent position with the DISTRICT, less any unpaid leaves for longer than thirty (30) days at a time.

c. **Anniversary Seniority/Position Hire Date**. The hire date that a unit member is hired and/or promoted into a new classification.

d. **Anniversary Step/Increment Date.** The date that a unit member advances to the next step on the salary step schedule.

7.1 **RATE OF PAY.** The DISTRICT will increase the *Classified Salary Schedule* approved by the Board of Trustees as follows:

a. Effective July 1, 2023, the salary schedule will increase by four and a half (4.5%) percent for all unit members.

b. CSEA recognizes the DISTRICT's intent to investigate a funding model for the upcoming fiscal years and will entertain the mutual development of this model. CSEA or the DISTRICT may re-open **Article 7: Pay and Allowances** for the 2024-2025 year as outlined in **Article 25: Completion of Meet and Negotiation** to view the formula and see the proportionate share that will be applied.

7.2 **SHIFT DIFFERENTIAL.**

7.2.1 **Sunrise Shift.** The regular assigned working hours on at least one (1) day of the normal five (5) day work week begins at 5:00 a.m. or earlier. Alternative work schedules such as nine/eighty (9/80) and four/ten (4/10) are excluded from receiving a sunrise differential. The DISTRICT shall pay a shift differential at the rate of one and a half (1.5) percent of a unit member's daily rate for a sunrise shift.

7.2.2 **Twilight Shift.** The regular assigned working hours on at least one (1) day of the normal five (5) day work week go beyond 6:00 p.m. Alternative work schedules such as nine/eighty (9/80) and four/ten (4/10) are excluded from receiving a twilight differential. The DISTRICT shall pay a shift differential at the rate of one and a half (1.5) percent of a unit member's daily rate for a twilight shift.

7.2.3 **Swing Shift.** The regular assigned working hours, on at least one (1) day of the normal five (5) day work week, begins at 11:00 a.m. or later and goes beyond 7:30 p.m.

Alternative work schedules such as nine/eighty (9/80) and four/ten (4/10) are excluded from receiving a swing shift differential. The DISTRICT shall pay a shift differential at the rate of two and a half (2.5) percent of the unit member's daily rate for a swing shift.

7.2.4 **Graveyard Shift.** The regular assigned working hours, on at least one (1) day of the normally scheduled five (5) day work week begins at 7:00 p.m. or later and goes beyond 3:00 a.m. The DISTRICT shall pay a shift differential at the rate of five (5) percent of the daily rate for a graveyard shift.

7.2.5 **Split Shift.** The regular assigned working hours are split by a break of two (2) or more hours on at least one (1) day of the normal five (5) day workweek. The DISTRICT shall pay a shift differential at the rate of two and a half (2.5) percent of the unit member's daily rate for a split shift.

7.2.6 **Split Shift and Swing Shift**. Unit members must be concurrently working a split shift and a swing shift in accordance with the provisions of a split shift and a swing shift. The DISTRICT shall pay a shift differential at the rate of five (5) percent of the unit member's daily rate for a split shift and swing shift.

7.2.7 **Split Shift and Graveyard Shift.** Unit members must be concurrently working a split shift and a graveyard shift in accordance with the provisions of a split shift and a graveyard shift. The DISTRICT shall pay a shift differential at the rate of seven and a half (7.5) percent of the unit member's daily rate for a split shift and graveyard shift.

~~7.2.8 Standby Shift. Unit members shall be compensated at the lowest range of the classified salary schedule, step A.~~

7.3 **SPECIAL COMPENSATION.** Special compensation will be paid for services and/or skills a unit member provides the DISTRICT as listed below.

7.3.1 **Bilingual Premium.** The DISTRICT will pay a bilingual premium of fifty ($50.00) dollars per month for each foreign language a unit member is required to verbally translate (the only approved foreign language at this time is Spanish and American Sign Language). Premium payments shall be retroactive to the month after successfully passing the examination.

7.3.1.1 Unit members who desire to receive the bilingual premium shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT. The examination shall be offered annually in March. The DISTRICT reserves the right to determine the competency examination method that determines a member's ability to verbally translate and the examination's content for each premium skill set. Those unit members achieving a score of eighty (80) percent or higher shall be placed in an eligibility pool. Once a unit member has been placed in the eligibility pool, they shall remain eligible for the remainder of their employment with the DISTRICT without further examinations required.

7.3.2 The DISTRICT and the ASSOCIATION will mutually agree upon the locations and the unit member(s) within the DISTRICT sites to receive the bilingual premium, which shall be limited to sixty (60) unit members.

7.3.2.1 In the event that more than one unit member is qualified within a designated area, the criteria for assignment will be:

a. Needs of the department;

b. Proximity of the area(s) of service within the department designated by the DISTRICT;

c. Shift availability; and

d. Initial date of hire with the DISTRICT in the classified bargaining unit.

7.3.2.2 Once identified, such unit member(s) shall receive the premium for a minimum of two (2) years unless they notify the DISTRICT and ASSOCIATION in writing that they choose to discontinue such service. Thereafter, the premium will no longer be paid beginning with the first available payroll period after notification.

7.3.2.3 The DISTRICT shall offer the premium to the next unit member in the eligibility pool based on the criteria listed in **Section 7.3.2.1** above assuming there are other unit members in the eligibility pool. Such practice will continue bi-annually thereafter. However, after the two (2) year period this clause does not preclude or limit unit members in any given area/department to receive this premium for more than two (2) years to meet departmental needs.

7.3.2.4 Unit member(s) receiving the premium shall continue to receive the premium even if they are administratively transferred to a different assignment/location due to reorganization during the two (2) year period.

7.3.2.5 As the bilingual premium is a negotiated benefit available to unit members in the classified unit, eligible unit member(s) shall be offered the opportunity to provide such service and be paid the premium prior to permitting and/or requiring any other DISTRICT employee or volunteer outside the unit to provide such service regardless of whether such DISTRICT employee or volunteer receives additional compensation or not.

7.3.3 **Bi-Literate Premium.** The DISTRICT will pay a bi-literate premium of fifty ($50.00) dollars per month for each foreign language a unit member is required to translate or interpret written material (the only approved foreign language at this time is Spanish).

7.3.3.1 Unit members who desire to receive the bi-literate premium shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT. The examination shall be offered annually in March. The DISTRICT reserves the right to determine the competency examination method that reflects the unit member's ability to translate/interpret and/or compose written material and the examination's content. Those unit members achieving a score of eighty (80) percent or higher shall be placed in an eligibility pool. Once a unit member has been placed in the eligibility pool, they shall remain eligible for the remainder of their employment with the DISTRICT without further examinations required.

7.3.3.2 The DISTRICT and the ASSOCIATION will mutually agree upon the locations and the unit member(s) within the DISTRICT sites to receive the bi-literate premium, which shall be limited to sixty (60) unit members.

7.3.3.3 Once identified, such unit member(s) shall receive the premium for a minimum of two (2) years unless they notify the DISTRICT and ASSOCIATION in writing that they choose to discontinue such service. Thereafter, the premium will no longer be paid beginning with the first available payroll period after notification.

7.3.3.4 The DISTRICT shall negotiate with the ASSOCIATION which job classifications will receive the bi-literate premium in April immediately after testing.

7.3.3.5 As the bi-literate premium is a negotiated benefit available to unit members in the classified unit, eligible unit members shall be offered the opportunity to provide such service and be paid the premium prior to permitting and/or requiring any other DISTRICT employee or volunteer outside the unit to provide such service regardless of whether such DISTRICT employee or volunteer receives additional compensation or not.

7.3.4 **Staff Development/Professional Growth.**

7.3.4.1 The staff development and professional growth programs are designed to encourage unit members to continue educational and professional development and to promote activities which will assist unit members in acquiring knowledge and skills necessary to maintain and improve job performance. The DISTRICT will promote opportunities for unit members to reach maximum levels of professional potential and provide training in specific technical knowledge and job-related skills.

7.3.4.1.1 All funding designated by the State of California specifically for Classified Professional Development shall be negotiated with the ASSOCIATION for the use of the funding. Funding sources include but not limited to:

a. Classified School Employee Professional Development Block Grant Program

b. Professional Development Funds from the Funding Allocation Formula.

7.3.4.2 The DISTRICT and the ASSOCIATION shall ensure that an advisory committee is established pursuant to AB 2558 and composed of unit member representatives and shall include an appointed CSEA representative. Once the DISTRICT's development program is developed, upon request of either the DISTRICT or the ASSOCIATION, the PARTIES will meet to negotiate impact and effects.

7.3.4.3 To recognize and celebrate the accomplishments of classifieds contribution to the DISTRICT, the PARTIES agree to the following:

a. The DISTRICT will allocate one (1) week but no more than seven (7) days as Classified School Employees Week (CSEW) during the months of May or June and two (2) days; one (1) day in the month of August and one (1) day in the month of January as In-Service Day;

b. To encourage participation by all classified members the immediate supervisorand classified unit member will mutually agree to adjust

the members work schedule to allow for participation in the above events; and

c. All pay differentials that the unit member receives will not be altered by thisschedule change.

7.4 **ENROLLMENT REIMBURSEMENT FEES FOR UNIT MEMBERS.** The DISTRICT shall reimburse permanent unit members employed at least twenty (20) hours per workweek with one (1) year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:

7.4.1 All classes must be taken outside of the regularly scheduled working hours of the unit member.

7.4.2 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.

7.4.3 To qualify for enrollment fee reimbursement, a unit member must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.

7.4.4 Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each unit member.

7.4.5 All courses for which a unit member seeks tuition reimbursement must have prior approval by their immediate supervisor and then the Chancellor's designee. If the request is denied, it may be appealed to the Chancellor. Forms can be found in **Appendix D: Tuition/Enrollment Reimbursement Forms** and on the DISTRICT website.

7.4.6 **Reimbursement.** Unit members on the classified unit member salary schedule shall be eligible for eighty (80) percent tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of "C" or better which pertain to their classified position. Such reimbursement shall be actual costs not to exceed twenty-four (24) semester / thirty-six (36) quarter units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California.

- Only full-time unit members who have completed their probationary period shall be eligible for this benefit.

- All courses for which a unit member seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor's designee. If the request to the immediate supervisor is denied, it may be appealed to the Chancellor's designee.

7.5 **ENROLLMENT REIMBURSEMENT FEES FOR BENEFIT ELIGIBLE DEPENDENTS.** The DISTRICT shall reimburse benefit eligible dependents of unit members employed at least twenty (20) hours per workweek with one year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:

7.5.1 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.

7.5.2 To qualify for enrollment fee reimbursement, the unit member or benefit eligible dependent must present verification of successful completion of the course and out-of- pocket expense for enrollment fee(s) only.

7.5.3 Enrollment fee reimbursement shall be limited to the current enrollment fee(s) per semester for each unit member and their eligible dependents.

7.5.4 Definition of Benefit Eligible Dependent includes a spouse, registered domestic partner or child. 1) Child up to age nineteen (19); 2) Child between age nineteen through twenty-five (19-25) if they attend school full-time (nine (9)+ units) or are more than fifty (50) percent financially dependent and are not married and reside with parent or are away at college; and 3) Disabled children over age nineteen (19).

7.5.5 During the term of this AGREEMENT the PARTIES agree to meet annually to review the annual allocation of seventy-five thousand ($75,000) dollars for unit members to determine if adjustments are needed.

7.6 **PAYCHECKS.** All payroll warrants of unit members within the unit shall be itemized to include all deductions, subject to payroll procedures of the County Superintendent of Schools.

7.7 **FREQUENCY.** All unit members shall be paid once per month payable on the last working day of the month. The DISTRICT shall not be responsible for delays or errors caused by instrumentalities beyond its control, including the Office of the County Superintendent of Schools or the U.S. Mail.

~~7.8~~ **SPECIAL PAYMENTS.** Any payroll adjustment due to a unit member as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made by a supplemental check issued not later than the next regular pay period.

7.8.1 **Payroll Errors.** Payroll error includes any adjustment which affects the unit member's net pay. Whenever it is determined an error has been made in the wages of a unit member, the PARTY identifying the error shall notify the other PARTY in writing as soon as possible.

7.8.2 **Underpayment**. In the event of DISTRICT determination of an underpayment to the unit member, the DISTRICT will provide the unit member with a statement of the correction and payment within five (5) workdays. No underpayment for which a correction must be made, shall exceed a period of three (3) years.

7.8.3 **Overpayment.** In the event of an overpayment to the unit member, the unit member will be given a reasonable opportunity to meet with DISTRICT representatives to discuss the error. In the event that the DISTRICT and the unit member do not mutually agree to a repayment schedule, the DISTRICT will deduct a portion of the unit member's wages (not to exceed ten (10) percent of the monthly net salary) in subsequent months until the DISTRICT is fully reimbursed. An exception to the ten (10) percent deduction restriction shall be made when the unit member's employment in the DISTRICT is in the process of being or has been terminated or the full ten (10) percent deduction would cause undue hardship on the unit member.

~~7.9~~ **PAYROLL ADJUSTMENT.** In the event of any salary adjustment due to unauthorized absences and/or overuse of any paid leave accrual indicated on a unit member's monthly absence report, the unit member shall be provided written notification via email detailing the adjustment amount no later than five (5) days before the pay date of the adjustment.

In the case of unauthorized leave, on the first occasion the immediate supervisor shall meet with the unit member to discuss the unauthorized leave(s) prior to the payroll adjustment. Unit members who repeatedly engage in unauthorized leave(s) and have previously had an informal discussion with their immediate supervisor may be subject to discipline in accordance with **Article 17: Discipline**.

~~7.10~~ **PROMOTION.** A promotion shall be defined as a unit member being moved to a higher classification with a corresponding higher starting salary for that higher classification. Unit members promoted shall be given a five (5) percent salary increase over their present salary and shall be placed on the step of the range of their new classification which most nearly corresponds to the five (5) percent increase but not less than such increase. If, however, the five (5) percent increase exceeds *Step J* on the range of the new classification, the unit member shall be placed on *Step J*. If a unit member is eligible for a step increase in their old classification within ninety (90) days of the effective date of the promotion, such step increase shall be used for purposes of computing a five (5) percent promotional salary increase.

7.10.1 **Initial Placement of Promoted Unit Members.** A promoted unit member's previous experience may warrant a higher placement, which in no case exceeds Step C unless the provisions of **Section 7.10** apply. Unit members placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) complete months of service. Unit members who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

7.10.2 **Initial Placement of New Unit Members.** New unit members are placed on Step A of the salary schedule unless previous experience warrants a higher placement, which in no case exceeds Step C. Unit members placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) complete months of service. Unit members who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

(Renumber starting here)

~~7.11~~**STANDBY DUTY.** Standby duty is defined as a period when the ~~District~~ DISTRICT determines there is a need to place a unit member on temporary call back to the worksite. For this Section, "worksite" refers to the location where the unit member must physically go to perform their assigned tasks.

The assignment of standby duty shall be pursuant to Article 6: Hours of Work and Overtime, Section 6.11, when applicable. ~~**The DISTRICT will work through a list of bargaining unit members in worksite seniority order starting with the most senior to the least senior. In the event that no member accepts standby duty the least senior will be automatically be assigned the duty.**~~ When a unit member **accepts the assignment and** is placed on standby duty by their immediate supervisor ~~or designee~~, they shall be compensated at the lowest range of the classified salary schedule, step A ~~of the member's current~~

~~salary range the State minimum wage they will receive compensation, at the unit member's standard rate of pay~~ for each full hour or ~~any portion~~ **the nearest one-quarter (1/4) hour** ~~thereof~~ of standby waiting time ~~of standby duty.~~ Compensation ~~(Article 7.2.8)~~ for standby waiting time will cease when the unit member physically reports to the worksite, **or is released by their immediate supervisor ~~or designee~~.** ~~at which time their regular~~ **~~Members on standby duty will be entitled to their contractually prescribed~~** compensation ~~rate~~ will ~~apply.~~ be

If standby waiting time plus regular compensation results in overtime, that rate shall be based on the calculated weighted blended rate method for hours ~~the standard overtime rate of the member~~ **~~in~~ excess of the eight (8) hours workday or forty (40) hour workweek** ~~beyond forty (40) hours per workweek~~**. and in accordance with Article 7.11.** ~~**The unit member reserves the right to determine the type of overtime compensation received (see Article 6.9) once they report to the worksite.**~~ All standby work ~~duty~~ compensation will end at the completion ~~conclusion~~ of the standby work shift. ~~**Standby work shift will cease upon the completion of the standby duty. A need for any additional standby duty assignments will reinitiate the standby duty process.**~~

7.11.1 Unit members placed on restricted standby duty are subject to the following requirements:

a. While on standby, unit members will be ready to respond immediately to a call-back to the worksite, or return a call or e-mail within a specific time established by the unit members' immediate supervisor or designee;
b. Unit members assigned to restricted standby duty by their immediate supervisor or designee shall: (1) leave a telephone number where they can be reached, and (2) If after being told to report to the worksite, the unit member shall immediately report to worksite and arrive no later than the time it takes to commute between the unit member's home and the worksite if required by the immediate supervisor or designee.
c. Unit members shall remain in the general vicinity of their home or worksite during the restricted standby period;
d. Unit members shall refrain from intoxicants or other activities that might impair the ability to perform assigned duties; and
e. Unit members must notify their immediate supervisor or designee immediately if unable to be on standby due to an unforeseen emergency or illness.

The DISTRICT reserves the right to determine the necessity for and assign standby duty at least seventy-two (72) hours in advance, ~~at least seventy-two (72) hours when possible~~ and only with shorter notice in rare circumstances or emergency situations. ~~such as natural disasters, public utility shutoffs, or extreme inclement weather~~. In the event of an emergency where ~~no notification is given at least~~less than seventy-two (72) hours ~~in~~ advance notification is given, the unit member retains the right to object ~~refuse~~ **and the immediate supervisor ~~or designee~~ will follow the process outlined in Section 6.11.2 before directing the unit member to work the standby duty.**

~~7.12~~ **MINIMUM CALL-BACK TIME.** Any unit member called back from off-campus to perform services outside their regular hours shall receive a minimum compensation of three (3) hours for such services. This Section shall not apply where such services are performed immediately preceding or succeeding the unit member's regular hours.

~~7.13~~ **WORKING OUT-OF-CLASS.** Any unit member required to work outside of their classification performing work outside the scope of their job duties for five (5) or more working days within a fifteen (15) calendar day period shall have their salary adjusted

upward beginning with the first working day in the higher classification. A unit member required to work out of class shall receive a five (5%) percent salary increase unless the increase exceeds the highest step of the higher classification, in which case the unit member shall be paid at the highest step. Any working out of class assignments shall be limited to six (6) months unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.

7.13.1 Unit members required to work out of classification not within the bargaining unit shall have their salary adjusted to the rate of pay of the position that is not within the bargaining unit if it exceeds their current salary range. The DISTRICT and the ASSOCIATION shall meet and negotiate the effects.

~~7.14~~ **IN-SERVICE TRAINING.** The DISTRICT shall continue to support and provide an in-service training program. An ad hoc advisory committee established by the DISTRICT and including ASSOCIATION representatives shall continue to study training needs and recommend in-service programs. DISTRICT approved in-service training shall take place during regular working hours at no loss of pay or benefits to unit members. This shall also include ASSOCIATION provided trainings and workshops provided during classified appreciation week, days and calendared flex days.

~~7.15~~ **STEP PLACEMENT AFTER VOLUNTARY DEMOTION.** The salary of a unit member taking a voluntary demotion shall be placed at Step J of the new range unless Step J results in a salary increase over the unit member's old classification. In such case, the unit member shall be placed on the highest step in the new classification which would not result in a salary increase over the unit member's old classification (See **Article 15: Vacancies, Transfers, Voluntary Demotions, In House Or Promotional Only Recruitments, Section 15.2**).

~~7.16~~ **TAX DEFERRED STATUS FOR CONTRIBUTIONS.** The DISTRICT agrees to initiate tax-deferred status for PERS for all unit members in the PERS Retirement System.