# TENTATIVE AGREEMENT BETWEEN THE

# CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS DAVIS CHAPTER No. 572 ("CSEA") AND THE DAVIS JOINT UNIFIED SCHOOL DISTRICT ("District") 2022-2025 SUCCESSOR NEGOTIATIONS

All refunds and retroactive payments for the above items shall be made no later than sixty (60) days from CSEA and DJUSD agreement ratification and adoption by the Board of Education pursuant to Article 14.3.1.7.

The Parties agree to conclude negotiations for the 2022-23 school year upon ratification by CSEA and Board approval, as follows:

#### **ARTICLE I: AGREEMENT**

- 1.1 This Agreement is entered into between the Board of Education of the Davis Joint Unified School District, Davis, California, hereinafter called the "Board," and the California School Employees Association and its Davis Chapter No. 572, hereinafter called "CSEA". the "Association."
- 1.2 This Agreement shall remain in force and effect, beginning on July 1, 2022 July 1, 2018 and concluding on June 30, 2025 June 30, 2022. For the 2023-2024 2019-2020, 2020-2021, and 2024-2025 2021-2022 school year, both parties agree that Article XIV: Wages and Employee Benefits and three (3) unspecified articles selected by each party may be reopened. may elect to open the entire contract for negotiations.

#### 1.3 Compensation:

**1.3.1** The Board shall not enter into any contractual agreements with any other Association representing classified bargaining unit employees with regard to working conditions as provided in the Rodda Act for the duration of this Agreement.

#### ARTICLE IV: CHECK OFF AND DUES DEDUCTION

#### 4.1 Membership and Dues Deduction:

4.1.1 The District shall distribute CSEA-supplied membership applications to new hires but not make any statement suggesting employees must join. The District shall refer all

employee questions about CSEA membership over to the CSEA Labor Relations Representative. This agreement shall satisfy District's duty to bargain effects of Janus decision.

- 4.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA.
- 4.1.3 CSEA certifies that it has and will maintain individual employee authorizations regarding union membership. CSEA shall provide written notification to the District within a reasonable time, normally within ten (10) days, of any unit member who is a member of CSEA, or who has applied for membership, and who has authorized deduction of CSEA membership dues.

#### 4.2 Dues Deduction:

- 4.2.1 The District shall, upon written notification from CSEA, deduct dues from the wages of all employees who are members of CSEA.
- 4.2.2 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain their approval on behalf of the union before processing any revocation request. CSEA shall notify the District if any member revokes a dues authorization.
- 4.2.3 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing within fifteen (15) days after such submission. Deductions for unit members who join CSEA after the commencement of the school year shall be appropriately prorated to complete dues payments by the end of the school year. No employee shall be obligated to pay membership dues to CSEA until the first of the month following at least thirty (30) calendar days from the employee's hire date.
- 4.2.4 There shall be no charge by the District to CSEA for regular membership dues deductions.
- 4.2.5 CSEA has the sole and exclusive right to have employee organization membership dues deducted by the District for bargaining unit members.
- 4.2.6 The District shall, without charge, pay to CSEA within fifteen (15) days of the deduction all sums so deducted.

4.2.7 Along with each monthly payment to CSEA, the District shall furnish without charge an alphabetical list of all bargaining unit members indicating the amount deducted, if any.

#### 4.3 Membership Information:

4.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

#### **4.4 Hold Harmless Provision**

4.4.1 CSEA shall defend, indemnify, and hold harmless District, including the District's Board of Education and each individual Board Member, and employees, agents, and representatives of the District, for any claims, demands, suits or other forms of liability; including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees and any back pay, penalties or awards resulting from any court, arbitrator or PERB orders, judgments or settlement which may arise by reason of, or resulting from its compliance with the dues provisions contained herein. CSEA shall bear all costs of defending against any and all such claims, demands, suits or other forms of liability; including, but not limited to, court costs, attorney fees and all other costs of litigation. The District shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

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

4.4.3 Section 4.4.2., above, shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this Section of any claim against the CSEA for failing to act in good faith settling a claim or any failure to competently defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected Party, the District shall inform CSEA and provide CSEA with copies of any documents received as a result of the legal action. Upon request, the District shall provide CSEA's legal counsel with documents and information reasonably related to providing a defense.

4.1 The Association shall have the sole and exclusive right to have service dues and membership dues deducted from employees in the bargaining unit.

4.2 The Association is an Agency Shop and all members are required to pay at minimum service dues (fair share fees); Association employees who are members are required to pay local chapter

fees in addition. Fees will be collected by the Board as part of the regular payroll deduction.

4.3 The dues shall be remitted promptly to CSEA with an alphabetical list of the employees in respect to whom they were deducted. The Board shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or

more after such submission.

4.4 It is the mutual intention of the parties that the provisions of this article protect the rights of

individual employees without restricting the Association's right to require every bargaining unit member employee, except those exempt from these provisions, to pay a fair share of the cost of

collective bargaining activities and to comply with the Employer Employee Relations Act (EERA).

4.5 Except as expressly exempted herein, all employees in the bargaining unit who do not

maintain membership in good standing in the Association are required, as a condition of

continued employment, to pay service fees to the Association, in amounts that do not exceed

the periodic dues of the Association.

ARTICLE V: HOURS AND OVERTIME

5.6.5.2 Unless specific program positions are designated for a longer work year, the Paraeducator

work year shall commence on the first day of school and shall end on the last day of pupil

attendance.

5.6.5.2.1 Effective July 1, 2022 through June 30, 2025, the work calendar of all

paraeducator classifications shall be increased by two (2) working days, one (1) day for

site directed time to include at minimum one half (1/2) of the day to be a structured discussion regarding classroom and student preparation, and one (1) day for

professional development. The two (2) days for the 2022-2023 school year will occur

prior to June 30, 2023 and shall be optional. The two (2) days for the 2023-2024 and

2024-2025 school years will occur prior to the start of the first day of school and will be

mandatory. All days will be paid at the employees daily rate.

[remainder of article is status quo]

**ARTICLE XI: PROMOTION** 

11.7. Interview panels shall contain job appropriate unit members, including one appointed by CSEA, for bargaining unit positions and classified management positions.

#### [remainder of article is status quo]

#### **ARTICLE XII: LEAVES**

#### 12.11 Paid Leaves of Absence/General Provisions

12.11.1 Employees on a Board-approved, paid leave of absence provided by the provisions of this Article shall continue to earn sick leave, vacation, and longevity step placement and may continue participating in all health insurance programs they are presently enrolled in with District premium contributions.

12.11.2 Employees on an approved paid leave of less than 120 working days will, upon return to work, be placed in the same position they previously held. Employees returning from a paid leave in excess of 120 working days shall be placed by the District in any position in the class in which the employee served prior to the leave.

12.14.1 All bargaining unit members shall be entitled to the following paid legal and local holidays:

New Year's Day Martin Luther King Day Lincoln's Day Washington's Day Memorial Day Independence Day

#### Juneteenth Day

Labor Day

\*Admission Day

**Veterans Day** 

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Three (3) additional days during the winter holiday period

\*The Admission Day holiday shall be taken during the Winter Vacation period on a day that will provide at least a three-day weekend. When a legal holiday herein listed falls on Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a legal

holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

12.14.2 All employees working less than a twelve-month (12) period shall be entitled to those paid holidays which fall within their regular work period. Employees will be paid for all legal holidays unless specified otherwise provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday period.

12.14.3 All classified employees required to work on any legal holiday shall receive their regular rate of pay plus overtime pay at the rate of one and one-half times as set forth in the Overtime Section of this Agreement.

#### [remainder of article is status quo]

#### ARTICLE XIV: WAGES AND EMPLOYEE BENEFITS

14.1 In recognition of the Board of Education's commitment to closing the compensation gap CSEA and the District agree that all CSEA bargaining unit members will receive the following compensation:

14.1.1 Bargaining unit members employed during the 2021-2022 school year, will receive an on-going salary schedule increase of 2.0% of each bargaining unit member's base salary retroactive to July 1, 2021. All bargaining unit members employed as of the date of CSEA ratification and Board of Education adoption during the 2022-2023 school year will be moved to salary schedule (APPENDIX A) which provides a 5% increase in wages from the previous salary schedule. In addition, Range 12 will begin at \$18.00 per hour. The Appendix A salary schedule is designed to increase starting wages, and eliminates the situation where an employee may wait up to 10 years to receive a longevity increase. The Appendix A salary schedule will provide 26 steps and will maintain the existing professional growth structure.

14.1.1.1 Salary schedules in existence prior to the date of CSEA ratification and Board of Education adoption shall be discontinued.

14.1.2 All bargaining unit members employed as of the date of CSEA ratification and Board of Education adoption during the 2022-2023 school year, will receive an on-going salary schedule increase of at least 6.9% of each bargaining unit member's base salary retroactive to July 1, 2022.

14.1.2.1 For those employees whose placement on Appendix A salary schedule places them at a step earning less than a 6.9% increase, they shall be moved over in step(s) to reach a minimum of a 6.9% increase.

14.1.2.2 Errors and issues arising from the changes in the salary schedule shall be addressed as a payroll error pursuant to 14.14.1, 14.14.2 and 14.14.3.

14.1.32\_For the 2021 2022 school year, bargaining unit members will receive a one-time lump sum-payment of 1.75% based on each bargaining unit member's base salary after applying the 2.0% ongoing increase, retroactive to July 1, 2021, for bargaining unit members employed as of June 1, 2022. All bargaining unit members who retired during the 2021-22 school year will receive the one-time lump sum payment. For the 2022-2023 school year, bargaining unit members will receive a one-time lump sum payment of 4.3% based on each bargaining unit member's base salary after placement on Appendix A salary schedule, retroactive to July 1, 2022, for bargaining unit members employed as of the date of CSEA ratification and Board of Education adoption.

14.1.43 The following salary range changes will be retroactive to July 1, 2021.

- Grounds Team Leader shall be increased from Range 29 to Range 30
- Lead Warehouseman shall be increased from Range 23 to Range 25
- Delivery Specialist shall be increased from Range 23 to Range 25

#### 14.2 Salary Placement

14.2.1 The Board will consult with the Association on any new classifications established within the bargaining unit and on the salary range placement of that classification. If the District proposes to abolish a position or class of positions, it will meet and consult with the Association on the effect of that elimination.

#### 14.3 Salary and Health Insurance

- **14.3.1** The Board agrees to provide the following salary and employee benefits for all bargaining unit employees:
  - 14.3.1.1 Effective 2005-06, the work calendar of all Cafeteria Fund employees, with the exception of the District Department Secretary, will be 182 days.
  - 14.3.1.2 Implementation of increment steps on July 1 of each year of the contract for classified bargaining unit employees, including new employees hired between July 1 and January 31 of the preceding year.

- 14.3.1.3 The salaries of all classified employees in the bargaining unit shall be in accordance with rates established for each classification as provided for in Appendix A which is attached hereto, and by reference incorporated as a part of this Agreement.
- 14.3.1.4 Employees shall be offered the opportunity to participate in the Cafeteria Benefit plan as provided by Section 125 of the Internal Revenue Code. Administration of the plan shall be at no cost to the employee.
- 14.3.1.5 Those employees hired after July 1, 1986, who work a minimum of four hours but less than eight shall have the benefit contribution prorated on the basis that the hours worked are to full time. For example, five (5) hours worked would entitle an employee to 5/8 of the dollar amount contribution made for benefits. Any bargaining unit member having reemployment rights as a result of a layoff or reduction of hours and was entitled to all health benefits prior to being laid off or reduced in hours shall retain these benefits upon reemployment, or reinstatement, of hours, to a minimum of half time or more during the employee's reemployment period.
- **14.3.1.6** Effective July 1, 2023 January 1, 2022 the District agrees to provide a maximum of \$9122 \$7986 for use by the bargaining unit member for medical benefits. When both spouses or domestic partners are employed by the District, benefit funds are available to both members to cover all medical benefit premiums in the same manner as provided to all other employees.
  - 14.3.1.6.1 An IRC cash option equivalent to the current amount available for those not electing medical coverage (approximately \$1,383) shall be available to employees hired before December 1, 2017. Effective July 1, 2022, there will be no IRC cash option available for those not electing medical coverage.
  - 14.3.1.6.2 Effective July 1, 2022, there will be no IRC cash option available for those not electing medical coverage. Full-time bargaining unit members employed at the time of CSEA and DJUSD agreement ratification and adoption by the Board of Education, who received an IRC cash option during the 2021-2022 school year, shall receive a one-time lump sum payment of \$750. Unit members employed less than full time

but halftime or more, shall receive a proration of the one-time lump sum payment of \$750.

14.3.1.6.3 Bargaining unit members who receive District medical benefits and are employed as of the date of CSEA ratification and Board of Education adoption during the 2022-2023 school year, shall receive a one-time lump sum payment of the increase in benefit cap of \$1136 per 1.0 FTE. Employees who receive District medical benefits and are less than 1.0 FTE shall receive a prorated amount per FTE. In addition, employees hired after June 30, 2022 shall have their one-time lump sum payment prorated by number of months of district employment.

**14.3.1.7** The District shall make the payment of any bonus and any retroactive salary increase resulting from this Agreement or any amendments thereto within sixty (60) days in the manner most beneficial to the employees.

**14.3.1.8** Upon promotion to a higher class, a unit member shall be assured that the employee will not receive a lower total monthly wage with a promotion, provided that the monthly wage cannot exceed the last step on the salary range to which the employee has been promoted.

14.3.2 Effective April 1, 2022, for those members working .5 FTE or more, the District agrees to provide \$428 for use by the bargaining unit member for mandatory District benefits which include vision, dental and employee assistance programs. Effective July 1, 2022, for those members working .5 FTE or more, the District agrees to pay in full a bargaining unit member's District benefits which include vision, dental, and employee assistance program. For those bargaining unit members working less than .5 FTE, District benefits which include vision, dental and employee assistance program shall be optional, and paid by the employee. Coverage beyond the bargaining unit member shall be optional and paid by the employee.

14.3.2.1 Effective July 1, 2022, for those members working .5 FTE or more, the District agrees to pay in full a bargaining unit member's mandatory District benefits which include vision, dental, and employee assistance program.

[Article 14.4-14.6 remains status quo]

14.7 Longevity Initial Salary Schedule Placement

An employee may receive up to four (4) longevity increments to be distributed in the following manner: An employee having served in any bargaining unit position or positions for a total of ten (10) years shall receive an additional increment of five percent (5%) at the commencement of the eleventh (11th) year of service. For each additional five (5) years of service the employee shall receive a five percent (5%) increment. For the purpose of computing longevity a year of service requires that the employee be assigned to a bargaining unit position for at least 75% of the regular work year for the position(s).

14.7.1 Upon CSEA ratification and Board of Education adoption, initial placement of new bargaining unit members on the Appendix A salary schedule shall not be beyond Step 6.

14.7.1.1 One year credit shall be given for every year of successful prior full-time experience in a related position.

14.7.1.2 One year credit shall be given for every year of education beyond the required minimums.

14.7.2 A year for the purposes of this section shall be defined as at least seventy-five percent (75%) of the calendar year for twelve (12) month employees, or at least seventy-five percent (75%) of the school year of the Davis Joint Unified School District for ten (10), ten and one half (10 ½) or eleven (11) month employees.

[Article 14.8-14.12 remains status quo]

#### 14.1314 Payroll Errors:

14.1314.1 Any payroll error resulting in insufficient payment for an employee in the bargaining unit regarding the employee's current assignment shall be confirmed, corrected, and supplemental check issued, no later than five (5) business days after the employee provides notice to the payroll department.

14.1314.2 Any payroll error resulting in insufficient payment for an employee in the bargaining unit regarding working out of class, recomputation of hours, or any other payroll error, except for that outlined in 14.14.1, shall be confirmed, corrected, and

supplemental check issued, no later than ten (10) business days after the employee provides notice to the payroll department.

14.1314.3 Any payroll error resulting in overpayment for an employee in the bargaining unit shall be confirmed and corrected in accordance with Education Code section 44042.5, with the District first providing notice of the overpayment to the employee and CSEA by USPS and email and afford the employee an opportunity of not less than ten (10) business days to respond before commencing recoupment actions.

#### **ARTICLE XVI: EFFECTS OF LAYOFFS**

16.6.3 "Higher classifications" refers to service in any classification which receives a higher rate of pay than the classification being laid off. The basic salary range for a classification is the determining factor and not responsibility or longevity step placement of individual employees.

16.10 The District shall will give an employee no less than forty-five (45) calendar days notice of the layoff and of the right to a hearing, prior to the effective date of their layoff before March 15 of any given year and in accordance with Education Code Section 45117. However, any layoffs due to the expiration of specially funded programs pursuant to Education Code section 45117(g) shall take place upon (60) days written notice to the Association and affected unit members. Such notices shall also inform the employee of their displacement rights, if any, and reemployment rights.

[remainder of article is status quo]

#### ARTICLE XIX: RECLASSIFICATION

19.1 Definitions: Reclassification is the changing of a position to a different classification as a result of changes of the duties being performed by the incumbent in such a position.

19.1.1 Placement in classification: Every position shall be placed in a classification and accompanied with a job description. All classifications shall be placed within the bargaining unit in accordance with the Education Code. Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly or hourly rates applicable to the position, and a statement of the position's work site, work shift, the hours per day, days per week, and months per year.

- 19.1.2 Classification: A specific statement of the duties required to be performed by employees in each such position.
- 19.1.3 Job Description: The fixed and prescribed duties pursuant to Education Code
  45110 that shall be performed by all persons in every position within a classification. It
  shall state the job title, purpose of the position, which manager supervises the
  position, level of supervision, level of exercise of discretion and judgment, essential
  functions, standards (if any) for the functions, primary duties (performed at least 50%
  of the time), periodic functions, minimum qualifications (including education,
  certificates, and/or licenses), required behaviors, working conditions, promotional
  opportunities, salary range, and date job description/salary range was agreed to with
  CSEA.
- 19.1.4 Reclassification: A change in a position to a different classification as a result of the gradual increase of the duties being performed by the incumbent in such position, and the criteria below is used to account for changes in technology, duties, or work which are not currently in the job description that may alter the nature of the current classification.
- 19.2 Reclassification Procedure: The primary purpose of the reclassification procedure shall be to ensure consistent review of duties contained in job descriptions and the work actually performed by employees.
- 19.3 Petition: Beginning November 1st through January 10th, the District will provide job reclassification questionnaires from the Human Resources Department. A unit member or his/her supervisor(s) may petition for a review of position classification through the submission of a "Job Reclassification Questionnaire" to the Human Resources Department and the Association no later than January 10th. The Assistant Superintendent for Human Resources shall determine if there exists justification to conduct a full study of a position. In evaluating the request for review, the Assistant Superintendent for Human Resources shall consider the following:
  - 19.3.1 The level and nature of the duties and responsibilities the employee is regularly required to perform which are not covered by the job description.
  - 19.3.2 How the employee came to be assigned duties and responsibilities not covered by the job description (i.e., expansion of the functions of the school or office or possession by the employee of special skills or abilities).
  - 19.3.3 Comparison of the employee's actual duties as shown on the job description questionnaire with the duties shown on the job description.
  - 19.3.4 Relation of described position to other positions within the bargaining unit.

19.3.5 Information given by the employee and the employee's supervisor to the Assistant Superintendent for Human Resources. The Assistant Superintendent for Human Resources will meet with CSEA, to discuss the reclassification requests and the decision to conduct a full study. Decisions of the Assistant Superintendent for Human Resources shall be communicated in writing to the petitioner and the Association by February 10 with the reason for the decision.

#### 19.3 Request for Reclassification

- 19.3.1 Requests to reclassify all unit members within a classification having more than one (1) unit member are covered by this reclassification process.
- 19.3.2 Beginning November 1<sup>st</sup> through January 10<sup>th</sup> of each year, reclassification may be requested through the submission of a "Job Reclassification Questionnaire" (Appendix F) form submitted to the Personnel Department for any position in Appendix A of this agreement.
- 19.3.3 An employee is entitled to request that their position be reclassified. The District is entitled to request that a position be reclassified. No requests for reclassification, whether by an employee or the District, shall be processed except through this procedure.

### 19.3.4 The request for reclassification shall contain the following:

- The classification or position to be reclassified;
- The existing job description and salary placement;
- The proposed job description;
- The basis for reclassification, including changes in 1) technology, duties, or work which are not currently in the job description that have altered the nature of the current classification, 2) knowledge and skills required, 3) scope and complexity, 4) responsibility, 5) working conditions/physical effort, 6) working out of classification, and/or 7) relative relationship to other positions in the bargaining unit.
- 19.3.5 If a position is reclassified and there is no incumbent, the job shall be posted.

#### 19.4 Reclassification Determination Panel:

- 19.4.1 The Associate Superintendent or designee and one (1) District appointee, shall meet with two (2) CSEA appointees to discuss the reclassification requests.
- 19.4.2 The District, CSEA, and the unit member petitioner shall be provided the opportunity to present information at the meeting, either orally and/or in writing. The meeting panel shall consider all information presented at the meeting.

#### 19.4.3 The panel shall meet once a year in early February.

#### 19.5 Decision Process of the Panel

- 19.5.1 The meeting deliberations of the panel shall take place in closed session.
- 19.5.2 In evaluating the request for review, the panel shall consider the following:
  - 19.5.2.1 The level and nature of the duties and responsibilities the employee is regularly required to perform which are not covered by the job description.
  - <u>19.5.2.2</u> How the employee came to be assigned duties and responsibilities not covered by the job description (i.e., expansion of the functions of the school or office or possession by the employee of special skills or abilities).
  - **19.5.2.3** Comparison of the employee's actual duties as shown on the job description questionnaire with the duties shown on the job description.
  - **19.5.2.4** Relation of described position to other positions within the bargaining unit.
- 19.5.3 The panel shall have the authority to adopt, reject, or modify the reclassification request. The panel may recommend changes that may include the unit member's job description, job title, and/or salary.
  - 19.5.3.1 Nothing in this Article or the Reclassification Process shall preclude a bargaining unit member from submitting a reclassification request if the District does not have a job description that would encompass the duties that are currently being performed by the bargaining unit member. If the panel determines that a position does not exist for reclassification, the panel does not have the authority to create or authorize new positions. These situations will be promptly referred to CSEA and the District for negotiations.
- 19.5.4 A majority of the panel must agree for the decision of the panel to be final. All panel members shall sign the decision. If a majority of the panel agrees, the decision is final and binding.
- 19.5.5 If the panel does not agree on a decision, the reclassification requests shall be referred to CSEA and the District for negotiations.
- 19.5.6 Decisions of the <u>panel</u> Assistant Superintendent for Human Resources shall be communicated in writing, <u>by the Associate Superintendent</u> to the petitioner <del>and the Association</del> by February <u>March 10</u> with the reason for the decision.

#### 19.6 Implementation of Decision

- 19.6.1 The reclassification shall be effective July 1st following the decision. Employees who are performing out of class duties shall be compensated for those out of class duties until the effective date of their reclassification.
- 19.6.2 The reclassified incumbent(s) shall retain the previous step provided the salary increase is at least five percent (5%). When the highest step of the new range is not five percent (5%) greater than the unit member's current salary, the unit member shall be placed on the highest step of the new range. Those employees whose reclassification does not provide at least five percent (5%) salary increase, shall be moved to a higher step on the salary schedule in order to receive at least five percent (5%).
- 19.6.3 When a unit member is reclassified, the District will provide them with a new job description within thirty (30) calendar days.
- 19.6.4 Any recommendation for a change in the job description shall be subject to negotiation between CSEA and the District.

19.4 Appeals of the decision of the parties may be made to the Superintendent.

**ARTICLE XXI: ASSOCIATION RIGHTS** 

[Article 21.1 remains status quo]

#### **21.2 District Notice to CSEA of New Hires**

21.2.1 The District shall provide CSEA notice of any newly hired classified employee into a bargaining unit position within ten (10) days of the date of hire via an electronic mail. Notification shall include the following information: full legal name, date of hire, job title, and work location.

#### 21.3 Employee Information

21.3.1 "Newly hired employee" or "new hire" means any classified employee, whether permanent, full time, part time, hired by the District into a bargaining unit position, and who is still employed as of the date of the new employee orientation. (Gov't Code § 3555.5) It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented

by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the bargaining unit represented by CSEA.

21.3.2 The District shall provide CSEA with contact information on the new hires within thirty (30) days of hire, or by the first pay period of the month following the hire. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall include the following items, with each field in its own column:

i. First Name;

ii. Middle initial;

iii. Last name;

iv. Suffix (e.g. Jr., III)

v. Job Title;

vi. Department;

vii. Primary worksite name;

viii. Work telephone number;

ix. Home Street address (incl. apartment #)

x. City

xi. State

xii. ZIP Code (5 or 9 digits)

xiii. Home telephone number (10 digits);

xiv. Personal cellular telephone number (10 digits);

xv. Personal email address of the employee;

xvi. Birth date;

xvii. Employee ID;

xviii. CalPERS status (Y/N);

xix. Hire date.

21.3.3 Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field in its own column:

i. First Name;

ii. Middle initial;

iii. Last name;

iv. Suffix (e.g. Jr., III)

v. Job Title;

vi. Department;

vii. Primary worksite name:

viii. Work telephone number;

ix. Home Street address (incl. apartment #)

x. City

xi. State

xii. ZIP Code (5 or 9 digits)

xiii. Home telephone number (10 digits);

xiv. Personal cellular telephone number (10 digits);

xv. Personal email address of the employee;

xvi. Birth date;

xvii. Employee ID;

xviii. CalPERS status (Y/N);

xix. Hire date.

#### **21.4 NEW EMPLOYEE ORIENTATION**

21.4.1 "New employee orientation" means the onboarding process of a newly hired classified employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

21.4.2 The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of the orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. To ensure compliance with the access provisions of AB119, the District and CSEA agree to the following procedure:

21.4.2.1 In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter president or designee, to conduct an orientation session. Said release time shall not be counted against the total release time contained elsewhere in

the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

21.4.2.2 In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

21.4.3 The District shall include copies of the CSEA membership applications and a CSEA provided link for an electronic application, in any employee orientation packet of District Materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution. The District shall also send an email with a link or attachment of the CSEA collective bargaining agreement to any newly hired employee.

21.4.4 The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

21.4.5 During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

Sande Royval, CSEA President

Laura Juanitas, Associate Superintendent

111 11/10

Pystal Ferrer, CSEA Labor Representative

4/25/23

1/25/2

Date

Date

# Appendix F

## **Davis Joint Unified School District** Department of Human Resources

## Job Reclassification Questionnaire

Name: \_\_\_\_

Name:	Date:
Work Site:	
If you feel your current duties are inapproto those assigned to another existing cland Deputy Superintendent and CSEA by Ja	copriate for your current job description or are more simila assification, please complete this form and submit it to the unuary 10 <sup>th</sup> .
What duties are regularly and routinely current job description?	assigned to you which you feel are not covered by you

2. How did you come to be assigned duties and responsibilities not covered by your current job description?

3.	What duties are outlined in your current job descriassignment?	ption that you do not do in yo	ur current
4.	Any other information which you feel may be reledetermining whether your current job description	ant in assisting the Deputy S and/or classification is approp	superintendent in oriate for the duties
	assigned.		
	Employee's Signature	Date	
	Supervisor's Signature*	Date	

request.

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W/PG2	Α.	, ,	\$ 29.33	_				_	_	C 32 AE			_			_		_	\$37.40 \$3	\$37.87 \$38	\$ 38.34 \$ 38.82	.82 \$ 39.31	31 \$ 39.80	\$ 40.30	-
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4		D.4.0	7 JE.E.			4		A 0.0	4 50 00	¢ 50 63	¢ CO 30	¢ £1 13	¢ 61 90	\$ 62 67	\$ 63.45	\$ 64.25	65.05	65.86	66.69	37.52 \$ E	38.36 \$ 6	9.22 \$7	0.08   \$ 70	\$ 70.96   \$ 71.85
V/PG3	, S	S	5 54.6	7 \$ 55.35	5 56.0k	4 556.74	. 4.7.4.	1 2 28.1.	200.30	\$ 33.03	\$ a0.30	CT'TO C	70T-	4 06.00	2	-				4	4 000	2 22 62	A 43 6 7A	OC 5 20
			4	¢ 57 76	C CO AG	4 C CO 21	¢ 50 0¢	\$ 60 70	\$6146	\$62.23	\$ 63.00	\$ 63.79	\$ 64.59	\$ 65.40	\$ 66.21	\$ 67.04	67.88	68.73	69.29	/0.4b >	1.34 5/	1 € 57.7	6/ cr.c	
V/PG4 >	· ^	^	^	327.76	2 20.46	4 73.64	4 55.5								10004	, ,,,	20.71	21 50 6	73 40 4	72 20 47	74 31 57	5 24 57	6.18 5.77	.13 \$ 78.10
\$ \\N		·	47	· s	\$ 60.93	\$ 61.68	\$ 62.45	5   \$ 63.25	\$ 64.02	\$ 64.82	\$ 65.63	\$ 66.45	\$67.78	\$ 68.12	\$ 66.97	\$ 69.69	, 17.77	17.33	C+.71	2000	1			
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