

TENTATIVE AGREEMENT
Between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS SAUGUS CHAPTER #112
And the
SAUGUS UNION SCHOOL DISTRICT

The following Tentative Agreement reflects the full and complete agreement of the California School Employees Association and its Saugus Chapter #112 (hereinafter "Association") and the Saugus Union School District (hereinafter "District") regarding the 2022/2023 successor agreement negotiations.

The parties agree to the attached article changes to take effect upon ratification of this Tentative Agreement by the parties:

1. The parties agree to the Article changes as attached hereto. Any subject or topic discussed by the parties during the negotiations that culminated in this agreement, but in not included herein, is considered withdrawn by the parties. All other terms of the Collective Bargaining Agreement will remain as stated, except as modified by this agreement.

2. This Agreement becomes final upon ratification of the Association membership (pursuant to Association Policy 610) and adoption by the Saugus Union School Board.

Dated: 2/6/23

FOR THE ASSOCIATION:

FOR THE DISTRICT:



**2022-2023 PROPOSALS TO THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
AND ITS CHAPTER 112**

February 6, 2023 @ 12:11am

The Saugus Union School District ("District") proposes the following to the California School Employees Association and its Chapter 112 ("CSEA").

Article 1 – CSEA/Saugus Chapter 112 Agreement

This is a bilateral and binding agreement made and entered into **February 6, 2023** ~~June 1, 2016~~, between the California School Employees Association and its Saugus Chapter #112 and the Saugus Union School District to take effect on July 1, **2022** ~~2019~~ through June 30, **2025** ~~2022~~.

Article 32 – Term

This Agreement shall remain in full force and effect from July 1, **2022** ~~2013~~ through June 30, **2025** ~~2016~~, and shall remain in effect on a day-to-day basis until a successor Agreement is reached between the District and CSEA, with two (2) reopeners for each party the second (2nd) and third (3rd) years of the contract, in addition to salary and benefits. Additional reopeners by mutual agreement.

SUSD

[Handwritten signatures for SUSD: Z. ... , B. ... , P. ...]

CSEA

[Handwritten signatures for CSEA: Dely ... , Marcus ... , Tereza ... , ...]

California School Employees Association

And its Saugus Chapter #112

Proposal

To Saugus Unified School District

11:03am

CSEA Proposal

January 30th 2023

Article 5 Association Rights

5.8 Unit members may be granted unpaid release time to attend monthly chapter meetings once per month for up to 2 hours. For chapter meetings that occur after 4:00 p.m., a unit member and his/her supervisor may mutually agree to adjust the work schedule in order to avoid a loss of paid time. The unit member must request the adjustment no later than ~~five (5)~~ **ten 10** days in advance, **unless it is a special meeting in which case a unit member will provide no less than 5 days' notice.**

District

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CSEA Chapter 112

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**2022-2023 PROPOSALS TO THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
AND ITS CHAPTER 112**

February 6, 2023 @ 9:30am

The Saugus Union School District ("District") proposes the following to the California School Employees Association and its Chapter 112 ("CSEA").

Article 12 - Leaves

12.1 Bereavement Leave

Employees may be absent from their duties for bereavement as defined herein. Bereavement shall be defined by serious illness where death is imminent or by death of a member of the employee's immediate family as identified below. The number of days for bereavement afforded by this section shall be as follows:

12.1.1 Up to five (5) days when bereavement involves relatives listed below:

- Spouse
- Mother
- Father
- Child
- Miscarriage and loss due to childbirth
- Mother-in-law
- Father-in-law
- Step Mother
- Step Father
- Step Child
- Legal Guardian
- Registered domestic partner

~~**12.1.2 Up to three (3) days, five (5) days if greater than 250 miles travel is required, where bereavement involves relatives listed below:**~~

- Grandparents including Great Grandparents
- Grandchild of either the employee or spouse
- Son-in-law

- Daughter-in-law
- Brother of employee
- Sister of employee
- Brother-in-law
- Sister-in-law

12.3.10 Extended Illness Leave

When a bargaining unit member is absent from duty on account of illness or accident for a period of five months or less, whether or not the absence arises out of employment, the amount deducted for the salary due for any month in which the absence occurs shall not exceed the sum actually paid a substitute employee to fill the position during the absence and shall run concurrently with any available paid leave, commencing on the first day of absence. (Ed Code 45196)

12.13 Catastrophic Leave

12.13.1 Participation

All classified employees are eligible to request Catastrophic Leave in accordance with this Article. Participants may request either leave from the Catastrophic Leave Bank ("Bank") or may request Direct Donation Sick Leave ("Direct Donation"). Participants may also request to utilize their accumulated sick leave for family emergency situations. Participation is voluntary and requires a **one-time** donation of **at least** one (1) day to the Bank **every five (5) years**, to be deposited within the first sixty (60) calendar days of the school year in which an employee chooses to join or from the start of employment. ~~No additional days are required for continued participation.~~ Employees wishing to donate days must have a balance of at least five (5) days in their own sick leave account **after making a donation**. For employees working less than an eight (8) hour day, the "day" of sick leave shall be prorated based upon the number of hours the employee works per month. Donated sick days will not affect an employee's "perfect attendance" status. *See Appendix E.*

A. Bank Participation

~~A maximum of three (3) days may be donated per year.~~ Donations are irrevocable and must be in the employee's full day equivalent, whatever their classification. Those employees donating days must submit a signed donation form to payroll. In the event the Bank is depleted and a specific need for additional days arises during the course of the school year, any classified employee who presently has five or more days of earned and unused sick leave, who had not previously participated, may donate to the Bank and become a member of the Bank.

B. Direct Donation

Direct Donation days can only be requested/donated for current needs and may not be accumulated for future purposes. A maximum of two (2) Direct Donation days may be deposited by an employee each school year. A direct donation does not qualify the donator for eligibility in the Bank.

SUSD

W. 2. 16

P. Band

B. Lopez

CSEA

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D. [Signature]

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Marcelo [Signature]
Delgado



**2022-2023 PROPOSALS TO THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
AND ITS CHAPTER 112**

February 6, 2023 @ 11:30am

The Saugus Union School District ("District") proposes the following to the California School Employees Association and its Chapter 112 ("CSEA").

This is the District's last, best and final offer for salary and benefits.

Article 21 – Salary

21.1 All bargaining unit members shall receive the following salary increase:

- 9% ~~2%~~ on-schedule salary increase beginning July 1, ~~2022~~ ~~2018~~

21.7 Special Education Paraeducators working in the Regional Autism Program (RAP), the Building Academic and Social-Emotional Success program (BASES), and Moderate/Severe TK-6th Grade Special Day Class shall receive a stipend of \$1500 per year. The stipend shall be paid monthly (\$150/month for 10 months). If an employee is transferred out of these programs at any time, they will no longer receive the stipend.

Article 27 – Health and Welfare Benefits

27.1.1 The District will provide all eligible employees and their eligible dependents with a choice of insurance plans. The plans will be provided by California Public Employees Retirement System (PERS). The following terms shall be in effect:

The District's contribution to the medical benefit shall not exceed ~~\$900~~ ~~\$650~~ for medical only per calendar month per employee. Association members electing to receive cash in lieu of health benefits shall receive ~~\$350~~ ~~\$325~~ a month upon showing proof of alternate minimum essential coverage, through a plan not obtained on the individual market, for the employee and his or her expected family (as long as required by law). Compensation in lieu of health and welfare benefits for part-time employees will be determined by percentage of eligibility (see 27.1.2.1 and 27.1.2.2).

SUSD
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B. [Handwritten signature]

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**2022-2023 PROPOSALS TO THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
AND ITS CHAPTER 112**

February 6, 2023 @ 11:44am

The Saugus Union School District ("District") proposes the following to the California School Employees Association and its Chapter 112 ("CSEA").

Article 25 – Layoff, Reduction of Work, and Re-Employment

A. DEFINITIONS

1. A "layoff" is the termination of an employee because of lack of work or a lack of funds.
2. A "reemployment right" is the right to the next vacant position in a classification ahead of any person who is not higher on the reemployment list and ahead of all new applicants.
3. A "reemployment list" is a list of the names of laid off employees arranged in rank order from the greatest to least seniority in the classification from which the employee was laid off plus higher classifications.
4. A "bumping right" is the right when actually facing layoff to bump into a vacant position or displace less senior employee which provides a number of hours that are equal to or less than that which is closest to the number of hours previously worked by the employee prior to his/her layoff.
5. A "break in service" is a complete separation of a regular employment relationship with the District. An approved leave of absence, either paid or unpaid, is not considered a break in service.

B. SENIORITY

1. Length of service (seniority) shall be the only criterion used to effect layoffs. Length of service means first date of employment within the classification.
2. Seniority or length of service for layoff purposes shall be calculated on the basis of hire date into a particular classification plus higher classifications:
 - a. Time worked prior to a break in service shall not be counted toward seniority, with the following exception: a break in service is disregarded and seniority credit for prior service

is granted if an employee is reinstated, reemployed in regular status, or appointed to a regular position within 39 months after layoff while his/her name is on a reemployment list.

- b. Time worked as a substitute or short-term employee prior to regular appointment shall not count towards seniority in classification.
 - c. "Higher classifications" shall refer to service in any classification with a higher salary grade.
3. In the event of a question of equal seniority where two or more employees have the same date of hire, seniority shall include all regular time in a class plus time in higher related classes. In the event of a tie, preference would be given to the employee with the longest total District service. If a tie still exists, the employees would draw lots to determine preference. Time spent on leave without pay shall not be included when computing seniority, but all time spent on approved leaves with pay and on military leaves shall count toward seniority accrual.
4. Personnel Services will maintain an updated seniority list of employees by classification and provide it to CSEA.

C. PROCEDURES

- 1. The District will **notify an employee no later than March 15th each school year if they are to be laid off. ~~give an employee or~~** no less than sixty (60) calendar days' notice prior to the effective date of their layoff **when the lay-off is due to the elimination of specially funded programs.** Such notice shall inform the employee of his/her displacement rights, if any, **and reemployment rights, and their right to a hearing if they feel there has been a procedural violation (Ed Code 45117).** Such notice shall also inform the employee that he/she has five (5) working days from the date of notice of layoff in which to render a written decision whether or not to exercise displacement rights, if any.
- 2. Classified employees shall be laid off in inverse order of seniority by job classification. Employees who have been employed the shortest time in the classification plus higher classifications shall be laid off first.
- 3. No permanent or probationary classified employees shall be laid off from any position while employees serving under emergency, provisional, short-term, or substitute status are retained in positions of the same classification.
- 4. **The District will notify the CSEA Labor Representative and Chapter 112 President of potential lay-offs at least forty-five (45) days prior to March 15th in order to negotiate the impacts and effects of a lay-off.**

SUSD

Handwritten signatures:
Rick
Bland
B. Ivin

CSEA

Handwritten signatures:
CSEA
D.R.
Lynch
of course with Henry