

**Tentative Agreement
Between
The San Jacinto Unified School District (District)
And
The California School Employees Association Chapter #189 (Association)**

October 22, 2020

ARTICLE VIII - DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

8.4.3 FORMAL HEARING

All formal disciplinary hearings shall be held before a hearing officer. The hearing officer shall be selected by the District and the Association, alternatively striking names from a list of five (5) approved hearing officers, provided by the California State Mediation and Conciliation Service or a similar provider of such services. The hearing officer shall set the time and place of the hearing at a time convenient to all parties concerned. The cost of the hearing, including reimbursement of hearing expenses, shall be paid by the District.

ARTICLE XII: LEAVES AND ABSENCES

12.4 PERSONAL DISCRETION LEAVE

12.4.1 Unit members shall be limited to two (2) days of Personal Discretion Leave in any school year. Such days will be within the seven (7) days granted in Article 12.3 Personal Necessity. This leave cannot be used to extend a holiday or recess period. Leave under this section requires a 48 hour pre-approval by a supervisor, except in an emergency situation. Leave is not granted until approval has been received. The Superintendent/designee may limit the number of employees on Personal Discretion Leave on any given day.

The use of one (1) Personal Discretionary Leave day will not be considered for the purpose of perfect attendance and/or evaluation.

ARTICLE XIII - SAFETY

13.6 MANDATORY ANNUAL SAFETY TRAINING

The District and Association agree the timely completion of mandatory annual safety trainings are important for the protection and well being of staff and students.

The District and Association also agree mandatory annual safety trainings are to be completed during an employee's regular work day/schedule and further agree the District will provide access to the necessary technology and resources to complete the mandatory annual safety trainings.

Provided an employee has been allowed dedicated time in their regular work day/schedule to complete the mandatory annual safety trainings, the District and Association agree all mandatory annual safety trainings shall be completed by October 1 of every new fiscal year. This applies to training that was listed as mandatory in the employee's account as of August 1st. Any additional training assigned after August 1 will be due thirty (30) calendar days after the employee is notified of the new requirement.

Any employee who had dedicated time in their work day/schedule to complete mandatory annual safety trainings, but failed to complete all mandatory annual safety trainings before October 1, may face summary discipline in accordance with Education Code 45113. Upon returning from summary discipline, employee will have five (5) work days to complete all mandatory annual safety trainings. Failure to complete mandatory annual safety trainings may result in further discipline up to and including additional suspension and shall be reflected in the employee's annual evaluation.

ARTICLE XVI - GROWTH INCENTIVE PROVISION

16.1 PURPOSE

It is the intent of this program to encourage and monetarily reward members of the classified staff with compensation for continued growth and development in their positions and to provide opportunities for upward mobility in the District. This professional growth will directly benefit the San Jacinto Unified School District and the students served by it.

16.3 PROFESSIONAL GROWTH CRITERIA

Courses that apply shall improve job skills and help individuals explore and prepare for career mobility within the District, and assist in the advancement of the unit member.

The following criteria will be applied in determining approval of courses taken by unit members:

1. The subject matter of the course must relate directly to the position currently occupied by the unit member, or
2. The subject matter of the course must meet the requirements of the position for which the unit member is training for or striving to obtain through career mobility.
3. Any course or activity which does not meet the requirements listed above must be approved by Personnel Services.

16.4 PROFESSIONAL GROWTH CREDIT - EDUCATIONAL CREDIT

- 16.4.1** Semester units for approved university, college, community college, trade school or adult education classes.
- 16.4.2** Courses taken from other than approved universities, colleges may be accepted and prorated according to semester hours of credit and approval for credits to be awarded.
- 16.4.3** When semester unit credit is not specified, 18 hours of class time = 1 unit; 9 hours = ½ unit; 6 hours = 1/3 unit.
- 16.4.4** No employee shall receive credit for classes attended during the working day if the employee is being paid for regular services.
- 16.4.5** All coursework for credit will be approved by Personnel Services.

16.6 QUALIFICATIONS FOR PROFESSIONAL GROWTH INCREMENT

- 16.6.1** An intent to participate in the Professional Growth program must be filed with the Personnel Office on the designated form. Credit will not be granted for participation in growth activities prior to the date of intent.
- 16.6.3** The number of increment awards shall not exceed a total of eight (8) and do not compound. A unit member only receives the growth increment equal to their number of completed units. This growth incentive is exclusive of any other financial support programs offered by the District.
- 16.6.6** Only two (2) professional growth increments will be granted within any one (1) year period. The Superintendent/designee may extend the completion date of growth incentive plan for the equivalent of one (1) semester.

16.8 ANNUAL AWARD

The following growth award will be paid in monthly installments based on the employee's work year:

Semester Units or Equivalent

| | | | | | | | |
|-------|-------|---------|---------|---------|---------|---------|---------|
| 15 | 30 | 45 | 60 | 75 | 90 | 105 | 120+ |
| \$450 | \$800 | \$1,150 | \$1,500 | \$1,750 | \$2,000 | \$2,250 | \$2,500 |

Permanent employees working on a part-time basis will receive the above, prorated in relation to a full working day of eight (8) hours, with a minimum award of 50% for employees who work four (4) hours daily or less.

18.1 UNIFORMS AND SHOE ALLOWANCE

Shoe Allowance

The following language pertains to permanent classified employees only.

Effective October 1, 2019, a single pair allowance of up to \$150, once per fiscal year (July-June), will be provided to positions requiring heavy duty boots/shoes (Skilled Maintenance Worker, Groundskeeper, Lead Grounds/Maintenance Weekends, Lead Facilities Maintenance Mechanic, Storekeeper/Lead Driver, Custodian/Driver). For safety reasons, no open toe shoes, sandals, or canvas type shoes are allowed.


Effective October 1, 2019, a single pair allowance of up to \$60 for non-slip, wipeable, shoes with enclosed heels, once per fiscal year (July-June), will be provided to positions requiring slip proof shoes (Campus Security and Nutrition Services employees not mentioned above). For safety reasons, no open toe shoes, sandals, or canvas type shoes are allowed.

Effective October 1, 2019, a single pair allowance of up to \$60 for non-slip, wipeable, shoes with enclosed heels, or a single pair allowance of up to \$150, once per fiscal year (July-June), will be

provided to positions requiring heavy duty boots/shoes for positions requiring non-slip shoes (Facilities Planner, Custodian/Utility I). For safety reasons, no open toe shoes, sandals, or canvas type shoes are allowed.

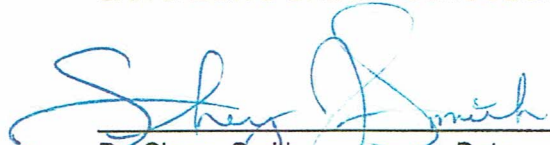
Employees receiving the shoe allowance are required to wear the boots/shoes during their work day.

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION – CHAPTER #189




Johanna Thaning Date
CSEA President

SAN JACINTO UNIFIED SCHOOL DISTRICT

 10-23-2020

Dr. Sherry Smith Date
Deputy Superintendent, Personnel

 10/23/2020

Marti Harris Date
CSEA Representative