

## TENTATIVE AGREEMENT

January 24, 2023

This Tentative Agreement is entered into by and between the Corning Union Elementary School District ("District") and California School Employees Association, and its Chapter #346 (together "CSEA"). District and CSEA may be referred to herein as "Party" or collectively as "Parties."

Any issue, subject, or matter discussed by the District and CSEA during negotiations over the 2023-2024 and 2024-2025 bargaining proposals not contained in this document shall be considered withdrawn by the party presenting it. Any "oral agreement" or "understanding" not reflected in writing herein shall have no force or effect.

NOW, THEREFORE, the Parties hereto agree as follows:

### **Term**

This Agreement shall remain in full force and effect between July 1, 2023 and June 30, 2026. Negotiations for the 2023-2024 and 2024-2025 school years are closed. Negotiations for the 2025-2026 school year is limited to compensation and benefits and up to two (2) articles for each party. Thereafter, this Agreement shall continue in effect year-by-year unless one of the parties notifies the other in writing of its request to modify, amend or terminate this Agreement. If the parties enter into subsequent meeting and negotiating regarding a successor agreement, the terms and conditions of this Agreement shall remain in effect until a successor agreement is reached.

### **Article 7: Hours and Overtime**

The Parties agree to the following modifications to Article 7.

7.5 The work year for School Secretary classification shall consist of one week prior to the start of school and continue until one week after the last student attendance day of the school year. Some unit members assigned to the position of Bilingual Migrant Education Liaison, Library Clerk, Cook/Manager, Cook/Baker and Cafeteria Helper shall be offered, at the option of the District, to work a total of three (3) pre-school and/or post-school days each year as scheduled by the District. Work will be offered on the basis of seniority.

Except as provided herein, status quo for the remainder of Article 7.

**Article 8: Frequency Of Evaluation**

The Parties agree to the following modifications to Article 8.

**8.1 Frequency Of Evaluation**

An evaluation shall be made at least twice during the ~~six~~twelve (6) month probationary period. Permanent unit members whose most recent evaluation was overall satisfactory or better may be evaluated once every other year. Otherwise, permanent unit members shall be evaluated once each year.

Except as provided herein, status quo for the remainder of Article 8.

**Article 9: Vacancies, Transfers and Posting Of Vacancies**

The Parties agree to the following modifications to Article 9.

9.2 Notice of all job vacancies shall be posted on bulletin boards at each District job site; and emailed to all unit members. ~~CSEA shall be sent notices of vacancies within the classifications covered under this Agreement.~~

9.5 Following completion of the filing period, the District shall notify ~~in writing~~ those applicants who did not qualify.

Except as provided herein, status quo for the remainder of Article 9.

**Article 11: Leaves**

The Parties agree to the following modifications to Article 11.

11.1.9 Each ~~classified~~ unit member who takes zero (0) days of paid leave during a work year shall receive a bonus equal to \$300 or two (2) days of pay at his/her daily rate (whichever is greater). Each classified unit member who takes up to one (1) day of paid leave during a work year shall receive a bonus equal to one day of pay at his/her daily rate. Paid leave includes: sick leave, industrial accident leave, bereavement leave, personal necessity leave, pregnancy disability leave and personal business leave. It does not include jury duty, military leave, ~~any unpaid leave~~ or authorized release days. Amounts shall be pro-rated for part-timers. Payment shall be made with the first paycheck of the subsequent school year. ~~(New 2011-2012)~~

...

11.5.2 The immediate family is defined as mother, father, grandmother, grandfather, brother, sister, aunt, uncle, niece, nephew, or grandchild of the unit member or the spouse of the unit member, the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, or any relative living in the immediate household of the unit member. (Mother and father are defined to include stepmother and stepfather). Should special problems of an emergency nature be involved, such as settling an estate or long distance travel, or similar situations requiring absence beyond the bereavement allowance, additional time off may be designated as personal necessity leave up to a maximum of ten (10) days, which shall be deducted from accumulated sick leave.

Except as provided herein, status quo for the remainder of Article 11.

### Article 13: Holidays

The Parties agree to the following modifications to Article 13.

13.2 Unit members are entitled to the following paid holidays in accordance with the provisions of this Article and the terms and conditions of this Agreement:

- Independence Day (12-month employees only)
- Labor Day
- Admission Day (taken on Monday after Easter Sunday)
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas Holiday (12-month employees only)
- Christmas Holiday (12-month employees only)
- Christmas Day
- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Day
- Washington's Day
- Good Friday (12-month employees only)
- Memorial Day
- Juneteenth (12-month employees only)

Total: ~~16~~ Holidays

Except as provided herein, status quo for the remainder of Article 13.

**Article 14: Compensation**

The Parties agree to the following modifications to Article 14.

Article 14.1 Overall Wage Adjustments

2023-2024 School Year:

The District proposes a revised salary schedule effective July 1, 2023. Please see attached.

2024-25 School Year:

The District proposes an across-the-board salary increase of equal to seventy percent (70%) of funded COLA for the 2024-2025 school year effective July 1, 2024.

The District proposes moving the HVAC Mechanic Maintenance II from range 32 to range 34, effective July 1, 2023.

The District proposes moving the Mechanic Bus Driver range 37 to range 40, effective July 1, 2023.

The District proposes creating a Technology Support Specialist II position at range 36, effective July 1, 2023.

The District proposes eliminating "Night" from the job title "Night Custodian" and "Night Custodian/Maintenance."

14.2.2.1

The District proposes increasing the health benefits cap to \$1,208.33 per month (\$14,500/year).

14.3 Prior Experience Credit Upon Hire (~~Title added 5/12/2014~~)

The District may, in its discretion, grant up to a maximum of ~~ten~~ five (105) years' prior experience credit for step placement on the range for the job classification on the salary schedule at the time of hiring.

Except as provided herein, status quo for the remainder of Article 14.

**Article 17: Layoff, Reemployment and Contracting Out Bargaining Unit Work**

The Parties agree to the following modifications to Article 17.

17.1 Employees shall be subject to layoff for lack of work or lack of funds. Layoff includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid

interruption of employment by layoff. The parties recognize that the Association and the District has the right to will bargain any the decision to reduce hours.

- 17.2 When, as a result of a bonafide reduction or elimination of the service being performed by any department, employees shall be subject to layoff in accordance with Education Code section 45117. for lack of work, affected employees shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff, and informed of their displacement rights, if any, and re-employment rights. *(Revised 5/12/2014)*

Except as provided herein, status quo for the remainder of Article 17.

Dated this 24<sup>TH</sup> day of January, 2023

CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION, AND ITS CHAPTER #346

CORNING UNION ELEMENTARY  
SCHOOL DISTRICT

Julie Agosta  
Veronica [Signature] - Exclusive (SGA)  
Shirley Bonica  
Jody Kern  
Heidi Kitzler  
Nathan Dennis  
[Signature] MS

HIC [Signature]  
A.P. Messum  
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**CORNING UNION ELEMENTARY SCHOOL DISTRICT**  
**Appendix A**  
**CLASSIFIED SALARY SCHEDULE**

Step	1-4	5-7	8-10	11-13	14-16	17-19	20-22	23-25	26-28	29-31	32-34	35-37	38-40	Range
12	17.00	17.77	18.56	19.40	20.27	21.19	22.14	23.13	24.18	25.26	26.40	27.59	28.83	12-14
14	17.77	18.56	19.40	20.27	21.19	22.14	23.13	24.18	25.26	26.40	27.59	28.83	30.13	14-16
16	18.56	19.40	20.27	21.19	22.14	23.13	24.18	25.26	26.40	27.59	28.83	30.13	31.48	16-18
18	19.40	20.27	21.19	22.14	23.13	24.18	25.26	26.40	27.59	28.83	30.13	31.48	32.90	18-20
20	20.27	21.19	22.14	23.13	24.18	25.26	26.40	27.59	28.83	30.13	31.48	32.90	34.38	20-22
22	21.19	22.14	23.13	24.18	25.26	26.40	27.59	28.83	30.13	31.48	32.90	34.38	35.93	22-24
24	22.14	23.13	24.18	25.26	26.40	27.59	28.83	30.13	31.48	32.90	34.38	35.93	37.54	24-26
26	23.13	24.18	25.26	26.40	27.59	28.83	30.13	31.48	32.90	34.38	35.93	37.54	39.23	26-28
28	24.18	25.26	26.40	27.59	28.83	30.13	31.48	32.90	34.38	35.93	37.54	39.23	41.00	28-30
30	25.26	26.40	27.59	28.83	30.13	31.48	32.90	34.38	35.93	37.54	39.23	41.00	42.84	30-32
32	26.40	27.59	28.83	30.13	31.48	32.90	34.38	35.93	37.54	39.23	41.00	42.84	44.77	32-34
34	27.59	28.83	30.13	31.48	32.90	34.38	35.93	37.54	39.23	41.00	42.84	44.77	46.79	34-36
36	28.83	30.13	31.48	32.90	34.38	35.93	37.54	39.23	41.00	42.84	44.77	46.79	48.89	36-38
38	30.13	31.48	32.90	34.38	35.93	37.54	39.23	41.00	42.84	44.77	46.79	48.89	51.09	38-40
40	31.48	32.90	34.38	35.93	37.54	39.23	41.00	42.84	44.77	46.79	48.89	51.09	53.39	
	Cafeteria Helper, Paraprofessional (12)													12-14
	Campus Safety Monitor (13), Health Aide (14)													14-16
	Sp. Needs Para, Library Clerk (15) Cook/Baker (16)													16-18
	School & Small Sch. Secretary, Computer Support Services, Bilingual/Migrant Ed. Liaison (17)													18-20
	Custodian, Van Driver (Class C), Warehouse Worker (19), Night Custodian (20)													20-22
	Custodian/Maint, Sec/Bookkeeper, Bus Driver (Class B w/residuals *) (21), Landscape/Yard Maint., Night Custodian/Maint. (22)													22-24
	Maintenance Personnel (23)													24-26
	Bus Driver, Van Driver w/full bus cert(26)													26-28
	IBI / Spec.Health Care Asst. (30)													30-32
	Technology Support Specialist I (34), HVAC Mechanic Maintenance II (32)													32-34
	Speech Lang. Pathologist Assis. (36), Technology Support Specialist II													36-38
	Mechanic/Bus Driver (37)													38-40