

# **COLLECTIVE BARGAINING AGREEMENT**

between the

Hanford Elementary School District

and the

California School Employees Association

Hanford Chapter #344

July 1, 2020 – June 30, 2023

July 14, 2021



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## **Article 1: AGREEMENT**

- A. This Agreement is made and entered into by and between the Hanford Elementary School District, hereinafter referred to as the "District", and the California School Employees Association and its Hanford Elementary Chapter 344, hereinafter referred to as "Union", and shall become final and binding upon ratification by the Union and the District's Board of Trustees.
- B. The term "employee" as used in this Agreement shall mean member of the California School Employees Association and its Hanford Elementary Chapter 344.

## ARTICLE 2: RECOGNITION

The District recognizes the Union as the exclusive representative for all classified employees in the appropriate unit. The appropriate unit shall exclude:

- A. all positions requiring certification;
- B. all positions designated as management;
- C. all positions designated as confidential in accordance with California Government Code, Section 3540.1;
- D. **Part-time playground positions** – These include employees who provide exclusively yard supervision, noon (cafeteria) supervision, bus supervision; and
- E. all positions exempt from the classified service as defined in Education Code Section 45103:

### 1. **Substitute Employees**

“Substitute employee,” as used in this section, means any person employed to replace any classified employee who is temporarily absent from duty.

### 2. **Short-term Temporary Employees**

- a. “Short-term employee,” as used in this section, means any person who is employed and paid for less than 75% of a school year to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.
- b. “Seventy-five percent of a school year” means 195 working days, including holidays, sick leave, vacation, and other leaves of absences, irrespective of number of hours worked per day.
- c. No employee serving in a short-term position for one hundred ninety-five (195) working days in any one (1) fiscal year shall be employed in any other short-term capacity for the remainder of the fiscal year.
- d. If a short-term position is utilized for more than one hundred ninety-five (195) working days, the position shall become a bargaining unit position.

### 3. **Apprentices**

- 4. **Professional Experts** - employed on a temporary basis for a specific project, regardless of length of employment.

5. **Full-time or Part-time Students** employed part time in any college work-study program, or in a work experience education program conducted by a community college district.

Employment of either full-time or part-time students in any college work-study program, or in a work experience education program, shall not result in the displacement of classified personnel or impair existing contracts for services.

### **ARTICLE 3: NONDISCRIMINATION**

The District shall not discriminate against any employee on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, political affiliation, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation and membership in an employee organization or participation in the activities of an employee organization.

For more information about the complaint process, see your Employee Handbook, Board Policies, or contact your Union representative.

## **ARTICLE 4: PERSONNEL FILES AND EVALUATION PROCEDURES**

### **A. Personnel Files**

1. The official personnel file of each employee shall be maintained at the District Office. No disciplinary action of any kind shall be taken against an employee based upon materials which are not contained in the official personnel file.
2. Employees shall be provided with copies of materials before they are placed in the employee's personnel file.
3. An employee shall be given an opportunity before and after working hours to use District facilities such as a copy machine, and computer in order to prepare a rebuttal (see Article 5.A.1.). The employee shall be given up to ten (10) working days to prepare a written response to such material. The written response shall be attached to said material.
4. An employee shall have the right at any reasonable time during normal business hours, without loss of pay if exercised during normal working hours, to examine and/or obtain copies of any material in the employee's official personnel file with the exception of material that includes ratings, reports, and other selection records which were created or obtained either prior to the employment of the employee involved or for promotional considerations thereafter. Costs of reproducing materials shall be borne by the employee. Charges for additional copies other than the employee's original copy shall not exceed fifteen cents (\$.15) per page.
5. All official personnel files shall be kept in confidence. The District shall maintain a log indicating the name of any person(s) who has looked at the personnel file, as well as the date such examination(s) was made. This requirement is not applicable to the District Superintendent and Human Resources Managers and Staff.
6. Any person who requests written material to be placed in an employee's personnel file shall sign and date such material.
7. Derogatory materials two (2) years old or more contained in an employee's official personnel file shall not be used by the District as the basis for disciplinary



action or when considering employee's request for transfer or promotion, except when necessary to show a continuing pattern of similar misconduct or performance deficiency.

8. An employee may designate in writing that a Union official may review contents of his/her official personnel file.
9. Job-related certificates and job-related letters of commendation shall be placed in the employee's personnel file at the employee's request.

## **B. Evaluation**

1. Normally, probationary employees shall be evaluated on or before the end of the second and fifth months of their probationary period. The only exception will be sickness or other special circumstances preventing the evaluation from taking place.
2. Permanent employees shall be evaluated not less than every other year. Such evaluations shall be completed on or about the employee's anniversary date within his/her classification. The only exception will be sickness or other special circumstances preventing the evaluation from taking place. Additional evaluations may be issued as deemed necessary by the evaluator.
3. Evaluation of performance shall be based upon the direct observation and/or knowledge by the employee's management supervisor(s) or facts otherwise recorded and verified. Any "Needs Improvement" or "Unsatisfactory" evaluation of a classified employee shall include specific suggestions to aid the employee in improving his/her performance.
4. No evaluation of any employee shall be placed in the official personnel file without an opportunity for discussion between the employee and the evaluator. The employee shall initial and date the evaluation and be provided with a copy before it is placed into his/her official personnel file.
5. The evaluation conference shall be a confidential meeting between the employee and his/her management supervisor. The employee may request a follow-up meeting to review the reasons for a performance rating with the Evaluator and a Union representative if s/he desires. Such a review meeting shall be scheduled with the Evaluator in advance at a mutually acceptable time.

6. The employee shall have the right to respond to any performance evaluation within ten (10) business days, or longer as mutually agreed upon by both parties, of the date s/he received the evaluation or the date a review meeting was conducted, as provided under section 5. above. Any written response of the employee shall be attached to the evaluation placed in the official personnel file. The evaluator shall respond confirming receipt of the employee's rebuttal and indicating whether any revisions will be made to the evaluation. Any such response shall be submitted within twenty (20) business days or longer as mutually agreed upon by the parties and shall be placed in the personnel file along with the evaluation and the employee's rebuttal.
7. Performance ratings of an employee shall not be subject to the Grievance Article of this Agreement. The procedural matters set forth in this Article are subject to the grievance procedure. With respect to Management suggestions for improving performance, only the absence of such suggestions, and not their merit, shall be subject to the grievance procedure contained in this Agreement.

## ARTICLE 5: ORGANIZATIONAL RIGHTS

- A. **Use of District Facilities:** The Union and its members shall have the right to make use of school equipment, buildings, and facilities at all reasonable times to conduct Union business.
1. The term "reasonable times" as used herein means employees' rest periods, meal periods, and any time before or after an employee's working day when such an employee is present upon District property but is not expected to be performing services, or to be ready to perform services, on behalf of the District. The employee's management supervisor shall be notified in advance of the employee's intent to be present on District premises and/or to use District equipment before or after the employee's work shift.
  2. Such equipment shall include typewriters, duplicating equipment, calculating machines, copiers, computers, fax machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The use of such equipment shall not include the permanent storing of any personal or Union business records, communications, or documents in the memory of District computers.
- B. **Access:** It is agreed by the parties that the Union shall have the right to access District employees at reasonable times (as defined in A.1. above). Representatives of the Union may contact employees in any lounge facility, meeting room, the employee's office, or a classroom of the District, provided that nothing herein shall be deemed to permit such access to an employee at any time set aside for consultation or preparation, or at any time that students or parents are present in the classroom where such access might otherwise be permissible, and provided further that if such access occurs in the proximity of District employees who are otherwise performing duties on behalf of the District, such access shall not be utilized in a manner that will disturb, disrupt, or otherwise interfere with the work of any employee of the District. Access pursuant to this provision shall in all instances be subject to the right of the individual employee not to be harassed, restrained, intimidated, or coerced.

- C. **Meeting Facilities:** Representatives of the Union shall have the right to utilize District conference and cafeteria facilities for the conduct of meetings with District employees. Requests to utilize such facilities shall be made upon forms prescribed by the District for control of Civic Center use under provisions of the California Education Code. When the Union desires the use of such District facilities, it shall file with the Superintendent the certification required by California Education Code, Section 40040. Meetings conducted in such facilities shall in no way conflict with the work of District employees and shall in no way conflict with the public school purposes of the District.
- D. **Bulletin Boards:** The Union shall have the right to utilize bulletin boards normally used by the District for communication with its employees. Nothing herein shall be deemed to permit the posting of defamatory, libelous, political, or obscene materials, and such materials shall be removed without notice. The Union and its representatives shall be responsible for the maintenance of any materials posted on District bulletin boards and for the prompt removal of any out-of-date materials to assure that adequate space is available for materials that must be posted upon such bulletin boards.
- E. **Mail Boxes/District e-Mail System:** Existing District mailbox facilities and District e-mail system may be utilized by the Union to communicate with members or with other employees of the District. The Union must abide by the District's Board Policies and Regulations regarding the use of District technology and shall not use the e-mail system to promote unethical practices or any practice prohibited by law or District policy.
- F. **Board Agenda:** The Union shall receive (2) Board agendas and public backup materials prior to the meeting.
- G. **District Budget:** The Union shall receive one (1) copy of the adopted budget.
- H. **Board Policy and Administrative Regulations:** A copy of Board Policies and Administrative Regulations shall be made available to the Union.
- I. **Representative Identification:** To assure the safety and security of students, any representative of the Union who wishes to enter a school campus of the District during hours in which students are present or could be present shall notify the

principal's office of his/her identity and his/her status as a representative of the Union. Appropriate identification and credentials may be required in instances when management at the campus level does not know or have reason to know of the individual's identity or affiliation.

**J. Union Stewards and Site Representatives**

1. The District recognizes the need and affirms the right of the Union to designate Union Stewards or Site Representatives from among employees in the unit. It is agreed that the Union in appointing such Union Stewards or Site Representatives does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.
2. The Union reserves the right to designate the number and the method of selection of Union Stewards and Site Representatives. The Union shall notify the District in writing of the names of Union officers, Union Stewards, and Site Representatives, and the school/department they represent, by January 31 of each year. If a change is made thereafter, the District shall be advised in writing of the name of the new officer, Union Steward, or Site Representative prior to the effective date of such change.
3. The following shall be understood to constitute the duties and responsibilities of Union Stewards or Site Representatives: After notifying his/her immediate management supervisor, a Union Steward or Site Representative shall be permitted to leave his/her normal work area during reasonable times as defined in Article 5-A.1, in order to assist in investigations, preparation, writing, and presentation of grievances. The Union Steward or Site Representative shall advise the grievant's immediate management supervisor in advance of his/her intent to be present during the grievance processing. The Union Steward or Site Representative is permitted to discuss any problem with all employees immediately concerned and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

**K. Release Time:**

1. A total of three hundred twenty (320) hours per year of paid release time shall be granted to certain Union representatives for the purpose of participation in local Union business, training, and regional or State conference attendance.
2. Such release time shall be used at the discretion of the Union, but shall not be affected by Union participation in the grievance process, nor shall it be used for the purpose of re-negotiating this contract.
3. The Union shall notify the District on or before January 31 of each year of the names of representatives who qualify for such release time and update changes as needed throughout the year.
4. Release time shall be requested with reasonable advance notice by submitting the appropriate District form to the immediate management supervisor not fewer than twenty-four (24) hours of the intended absence. Only in case of emergency shall the minimum advance notice be waived.
5. Release time shall be identified on the employee's timecard with the appropriate District code.
6. Use of paid release time as provided under 1. above on any day for purposes other than local representation duties (e.g. training, conferences) shall be limited to one (1) employee per department/ school, and during the summer recess shall be limited to two (2) employees assigned to the Summer Task Force, including custodial, grounds, and maintenance classifications. An exception to these limitations shall be at the sole discretion of District and requires approval by the Superintendent or designee.
7. Release time requested in excess of the number of hours specified in section 1. above, or for regional or State business not related to local representation duties, training, or annual conference attendance, shall be subject to the provisions of Education Code 45210, incorporated herein by reference. Union understands and agrees that service credit for release time granted under EC 45210 shall not be reported to the Public Employees' Retirement System (PERS) until receipt by District from CSEA of reimbursement for payroll costs associated with the release time.

L. **Contract Distribution:** Within thirty (30) working days after the date of ratification by the Board of Trustees. The District shall provide 25 copies of this contract to the chapter president and one copy to each site or department. The contract will also be made available on the District's server. New employees in the bargaining unit shall receive a copy of this contract upon hire.

M. **Committee Appointments**

1. When the District establishes a committee to study or advise the District on matters falling within the scope of representation, the Union shall be invited to appoint two (2) representatives to serve on that committee. Additional CSEA representatives may be appointed by mutual agreement between District and CSEA.
2. Union committee appointees serve voluntarily and without compensation beyond their regular salary.
3. When a school site committee is established that includes classified employees the District will provide CSEA with the names of the classified members.

N. **Meet and Consult:** The Superintendent shall meet regularly with representatives of the Union, to discuss concerns of both the District and the Union.

O. The Association shall have the right to meet with new hires and be present during new hire orientation. At the orientation, the Chapter President, or his or her designee, shall be provided a reasonable opportunity to make an introduction to the union and its benefits.

1. Government Code section 3555.5 defines "new hire orientation" as "the onboarding process of a newly hired public employee whether in person, online, or through other means of mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related matters."
2. The District shall provide the Chapter President or designee with not less than (10) days' notice in advance of group orientation, except that a shorter notice may be provided in a specific instance when necessary for good and sufficient reason. At the orientation, the Chapter President, or designee, shall be

provided a reasonable opportunity, approximately 30 minutes, to make an introduction to the Union and its benefits.

3. At times during the year when new classified bargaining unit members are hired and there are no scheduled group orientations, the District shall provide notice as soon as reasonably possible to the Chapter President or designee to meet with the classified bargaining unit members, for approximately 30 minutes, to provide an introduction to the Union and its benefits.
  4. The CSEA Labor Relations Representative may attend any orientation session.
  5. The District shall include the CSEA membership application in any 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.
  6. All orientation sessions shall be held on District property. Employees required to attend an orientation shall be on paid time.
- P. The District shall provide all new employees with information regarding the use of email. The District shall designate one computer at each site and department for the purposes of checking District email and other reasons related to their employment in the District.



## **ARTICLE 6: ORGANIZATIONAL SECURITY**

- A. If supplied to the District by CSEA, the District shall distribute membership applications to new hires (but not make any statement suggesting workers must join). The District shall refer all employee questions about CSEA or dues over to the Chapter President or CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause.
- B. 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, including but not limited to automatic renewal yearly, unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
- C. Dues Deductions:
  - 1. The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA as of July 1, 2002, and who have submitted dues authorization forms to the District.
  - 2. The District shall deduct dues, in accordance with dues schedule, from the wages of all employees who, after July 1, 2002, become members of CSEA and submit to the District a dues authorization form.
  - 3. The District's managers, supervisors and confidential employees shall be neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the Union before processing any revocation request.
  - 4. The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

5. There shall be no charge by the employer to CSEA for regular membership dues deductions.
- D. The employer shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted.
- E. Hold Harmless Provision:
1. CSEA agrees to reimburse the employer, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof.
  2. CSEA agrees to reimburse the employer, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the employer has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.
  3. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.
- F. Membership Information
- The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information as required by law.
- G. District Notice to CSEA of New Hires (AB119)
- The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail. Please include the following information: full legal name, date of hire, classification, and site.
1. Employee Information
    - a. "Newly hired employee" or "new hire" means any employee, whether permanent, full-time, part-time, hired by the District, and who is still employed as of the date of the new employee orientation. 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.

- b. Except for employees who have submitted written requests pursuant to Government Code 6254.3(c), the District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service (provided by CSEA) within thirty (30) days of the date upon which they were hired. This contact information shall include the following items, if the items are included in the District's records, with each field in its own column:

1. First name;
2. Middle initial;
3. Last name;
4. Job title;
5. Department;
6. Primary worksite name;
7. Work telephone number;
8. Home street address (including apartment #);
9. City;
10. State;
11. Zip code (5 or 9 digits);
12. Home telephone number (10 digits);
13. Personal cellular telephone number (10 digits);
14. Personal email address of the employee;
15. Last four numbers of the social security number;
16. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

- c. Periodic Update of Contact Information:

Except for employees who have submitted written requests pursuant to Government Code 6254.3(c), the District shall provide CSEA with a list of all bargaining unit members' names and contact information as set forth below on the last day of September, January and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service (provided by CSEA). This contact information shall include the following items, if the items are included in the District's records, with each field in its own column:

1. First name;
2. Middle initial;
3. Last name;
4. Job title;
5. Department;
6. Primary worksite name;
7. Work telephone number;
8. Home street address (including apartment #);
9. City;
10. State;
11. Zip code (5 or 9 digits);
12. Home telephone number (10 digits);
13. Personal cellular telephone number (10 digits);
14. Personal email address of the employee;
15. Last four numbers of the social security number;
16. Hire date.

## **ARTICLE 7: DISTRICT RIGHTS**

- A. It is understood and agreed that the District has all the customary and usual rights, powers, functions, and authority to discharge its obligations. Any of the rights, powers, or authority which the District had prior to the execution of this Agreement are retained except those rights, powers, and functions or authority specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining.
- B. The foregoing powers include, but are not limited to, the following:
1. To manage its operations and direct the work force.
  2. To manage, control, and determine the mission, goals, objectives, and educational philosophy of its component facilities, programs, and operations.
  3. To create, change, combine, or abolish jobs, job classifications, departments, and facilities, in whole or in part.
  4. To ensure the rights and the educational opportunities of its students.
  5. To subcontract work for economic or operational reasons within the statutory and judicial limits, after consultation with the Union.
  6. To increase or decrease the work force and determine the number and kinds of employees needed.
  7. To hire, assign, reassign, evaluate, transfer, promote, suspend, terminate, and otherwise maintain the discipline and efficiency of its employees.
  8. To determine its curriculum.
  9. To establish work standards, schedules of operation, and work load.
  10. To specify and assign overtime in accordance with procedures specified in Article 12.
  11. To schedule working hours and shifts in accordance with procedures specified in Article 12.
  12. To adopt rules of conduct and progressive discipline.
  13. To determine the type of work to be performed and the services to be provided.
  14. To determine, develop, and implement its budget and the procedures therefor.

- C. Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights and powers vested in the District to
  - 1. Take any action on any matter in the event of an emergency, and to
  - 2. Adopt, amend, or rescind such policies, rules, and regulations as the District, in its discretion, shall deem necessary.

## **ARTICLE 8: EMPLOYEE STATUS**

### **A. Probationary Period:**

1. Classified employees covered by this Agreement shall not obtain permanent status in the District until the employee has completed six (6) months of contracted working days or 130 service days, whichever is longer, from date of hire.
2. Paid or unpaid leaves taken during the probationary period which exceed a total of ten (10) days (excluding vacation and holidays) shall result in an extension of the probationary period by the total number of leave days taken.

**B. In-Class Probationary Period:** Any employee rejected during his/her in-class six (6) month probationary period following a promotional appointment shall be reinstated to a position in the classification from which the employee was promoted. In-class reinstatement is defined as the movement of an employee from the position to which s/he was promoted, to a position in the classification which s/he held immediately prior to promotion. This action shall only be taken for unsatisfactory job performance and shall not be a result of disciplinary action.

## ARTICLE 9: UNIT VACANCIES

A. Recruitment for unit vacancies shall be in the following order:

1. **Transfer Opportunity:** Employees in the same classification and with the same number of hours shall be offered an opportunity to request a transfer to the vacant position or to any other position that may become vacant as a result of the approval of a transfer.
2. **More Hours Calling:** The vacancy, or the vacancy created by a transfer, shall be offered, in seniority order, to employees in the same classification with fewer hours than those of the vacancy.
3. **Reinstatement:** The vacancy, or the vacancy resulting from steps 1 or 2 above, shall be offered, in seniority order, to former employees in the same classification who were laid off and have reemployment rights.
4. **Internal Recruitment:**
  - a. An internal recruitment may include a change from one classified position to another regardless of range or a promotion. A promotion is defined as the movement of an employee from one job classification to another job classification of a higher range.
  - b. The District shall conduct an internal recruitment on bargaining unit vacancies not filled by or resulting from, the above steps.
  - c. The District may post an internal recruitment vacancy with an open recruitment vacancy under the following conditions:
    - (1) A vacancy in the same classification with an equal or higher number of hours has been posted within the past four (5) months without response from any qualified employee; or
    - (2) No employee possesses the required minimum qualifications; or



- (3) By mutual agreement between Chapter President and the District.
- d. An internal recruitment vacancy shall be conducted as follows:
    - (1) The internal recruitment vacancy shall be posted for a period of five (5) working days on the District's website and in prominent locations on Union bulletin boards at each District facility open for business. For concurrent posting the filing deadline shall be the same as that for the open recruitment.
    - (2) Any employee who is on a reemployment list due to layoff at the time of the vacancy shall be mailed a copy of the notice of vacancy by First Class Mail on the date the position is posted.
    - (3) Only employees who have obtained permanency with the District regardless of whether they have completed their probationary period in their current position and laid-off employees shall be eligible to respond.
    - (4) The Union president shall receive copies of all internal recruitment vacancies and open recruitment vacancies.
  - e. Eligible employees responding to the survey shall complete and submit the required application packet to the Human Resources Department by the deadline stated on the interest survey.
  - f. After the paper-screening process is conducted by the Human Resources Department, the District shall determine the type of recruitment (promotional or open) to fill the vacancy. All employees meeting the minimum requirements of the position shall be afforded an interview by the oral interview panel. When the District and CSEA agree to include a bargaining unit member on the oral interview panel, the CSEA Chapter President or designee shall identify a bargaining unit member to include on the panel and then consult with the District to address any questions or concerns. Following this consultation, the CSEA President or designee shall make the appointment. In the event

the District and CSEA cannot agree to include a unit member on the panel, or if the bargaining unit member appointed to serve on the panel declines or is otherwise unavailable, the District may nonetheless proceed with the interview process. In filling a vacancy by promotion, the District will give first consideration to promote existing employees.

- g. After completion of the selection process, all things being equal, seniority shall be the determining factor in filling the vacancy.

**5. Open Recruitment:**

- a. Notice of all job vacancies shall be posted on the District's website and on Union bulletin boards in prominent locations at each District facility.
- b. The notice shall remain posted for a period of seven (7) working days at all schools and offices that are open for business.
- c. The Union president shall receive copies of all job vacancy notices.

**B. Notice Contents:** Internal recruitment vacancies or open recruitment vacancies shall include: The job title, a brief description of the position and duties, the job location (if known), the necessary employment standards required for the position, the number of hours per day, regular assigned work shift times, days per week and months per year assigned to the position, the salary range, and the deadline for filing an application for the vacancy.

**C. Certification of Applicants:** Within five (5) working days following completion of the selection process, the Human Resources Department shall notify in writing each participating employee or former employee of his/her standing. An employee may request from the Human Resources Department an interview to discuss the reason why s/he was not selected for further screening or appointment.

**D. Temporary Filling of Vacant Positions:** A substitute may work in a vacant position for a maximum of sixty (60) workdays. Upon consultation and agreement with the Union, this timeline may be extended.

## **ARTICLE 10: EMPLOYEE SAFETY**

- A. The District agrees to provide each employee with a safe working environment and equipment. Employees shall not be required to perform tasks which endanger their health, safety, or welfare.
- B. Employees shall be required to complete and submit an incident report form on any unsafe working condition to the immediate management supervisor with a copy going to the District Safety Officer and the Union president.
- C. Employees shall adhere to safe work practice rules and habits in order to prevent injury to the employee and others.
- D. Any work-related injury shall be reported by the affected employee to his/her immediate management supervisor immediately after the injury occurred or is known.

## **ARTICLE 11: PROFESSIONAL GROWTH**

### **A. Eligibility**

Classified personnel who have attained permanent status in the District and who are employed to work a minimum of three (3) hours per day will be eligible to earn professional growth increments.

### **B. General Regulations**

1. Professional Growth credits may be earned through participation in the following types of activities that are either related to the bargaining unit member's job duties or are part of the curriculum for a specific Certificate Program or college degree:
  - a. Credit courses taken from an accredited college, university, trade, or business school. Each course must meet the minimum contact hours for credit allowance; that is, fifteen (15) hours per semester unit and nine (9) hours per quarter unit.
  - b. Collegiate courses designated for continuing education units.
2. Six (6) semester units {or nine (9) quarter units}, verified by transcripts or grade slips, shall be required for each Professional Growth increment.
3. A grade of "C" or better, or "Pass" for courses offered on a Pass/Fail basis, shall be required for Professional Growth credit.
4. College credit given for "Work Experience" shall not be eligible for Professional Growth credit.
5. No Professional Growth credit shall be given to employees hired after November 23, 1993, for professional growth activities taken and/or completed prior to employment in the Classified Service of the District.
6. College course work required to meet Necessary Employment Standards shall not be counted toward the Professional Growth increments.
7. No Professional Growth credit shall be given for courses the content of which is the same as courses previously approved for Professional Growth credit.

### **C. Approval Process**

1. Permanent employees shall submit transcripts or grade slips along with form ADM-026, Application for Approval of Professional Growth Coursework for Salary Increment, to the District Human Resources Department on or before September 10<sup>th</sup> of each year in order to receive credit for that work year and thereafter. New employees shall submit the Application with transcripts or grade slips within thirty (30) working days after achieving permanency in order to receive credit for that portion of the work year that follows.
2. The Human Resources Department management designee reviews Professional Growth applications and verifies that the courses taken are appropriate for Professional Growth credit in accordance with the criteria of section B. above, are supported by authentic records, and were submitted on a timely basis. Applications for Professional Growth credit that do not meet these standards will be denied and/or returned for amendment/correction. The reason for any denial shall be stated on the Application.
3. Bargaining unit members whose Professional Growth application has been denied may file an appeal with the Assistant Superintendent of Human Resources or designee. The appeal must clearly state the specific reasons why the denial is not acceptable. An appeal that does not state the specific reasons shall be returned without action.
4. The bargaining unit may request a meeting with the Assistant Superintendent (or designee) of Human Resources to review the appeal. The bargaining unit member may be accompanied by a Union representative for this purpose.
5. Any appropriately filed appeal shall be reviewed by the Assistant Superintendent of Human Resources. A decision to approve, or confirm the denial, of the Professional Growth application shall be based on judgment of the totality of facts and circumstances. Approval shall be granted only if it is not in conflict with the negotiated provisions of this Article.

### **D. Increment Payment Policy**

1. Professional Growth increments will be awarded as follows:

<b>Increments</b>	<b>No. of Semester</b>		<b>Increments</b>	<b>No. of Semester</b>	
	<b>Units</b>			<b>Units</b>	
1st	6		12th	72	
2nd	12		13th	78	
3rd	18		14th	84	
4th	24		15th	90	
5th	30		16th	96	
6th	36		17th	102	
7th	42		18th	108	
8th	48		19th	114	
9th	54		20th	120	
10th	60		21st	126	
11th	66				

2. Employees shall be paid, in addition to their regular rate of pay, ten dollars and zero cents (\$10.00) per month per increment.
3. An employee shall be credited with not more than a total of twenty-one (21) professional growth increments.

## **ARTICLE 12: HOURS AND OVERTIME**

- A. **Work Year:** The regular work year shall be July 1 through June 30.
- B. **Hours Worked:** For the purpose of computing the number of hours worked, all time ordered or authorized to be worked shall be construed as hours worked, as defined in California Education Code, Section 45128. Overtime worked under emergency or special circumstances shall be submitted for approval the following day.
- C. **Overtime:** Any ordered or authorized hours worked in excess of eight (8) hours per day or forty (40) hours per week. Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1½) the regular rate of pay.
- D. **Extra Time:** Any ordered or authorized extra hours worked by a part-time employee that total, when combined with the employee's regular hours, not more than eight (8) hours per day or forty (40) hours per week. Extra time as defined in this section shall be paid at the employee's regular rate of pay.
- E. **Sixth (6th), Seventh (7th) Consecutive Days/Hours Worked in Excess of 12 Hours in a Day**
  - 1. Any employee who works eight (8) hours or less per day on the sixth (6th) or seventh (7th) consecutive days shall be compensated at the rate of one and one-half (1½) times his/her regular rate of pay for all hours worked on the sixth (6th) or seventh (7th) consecutive day.
  - 2. Any employee who works in excess of eight (8) hours on the sixth (6th) or seventh (7th) consecutive days shall be compensated at double the regular rate of pay for those hours worked in excess of eight (8) hours.
  - 3. Hours worked in excess of (12) hours in any workday shall be compensated at double the regular rate of pay.
- F. **Overtime Equal Distribution:** Overtime shall be distributed and rotated as equally as is practical among qualified employees within each department/school. To provide for equal distribution of overtime, initial requests to work overtime shall be offered to the employees with the greatest seniority within the appropriate classification or department/school. Overtime or extra hours declined by all employees shall be assigned at the discretion of the District.

- G. **Holiday Pay:** All hours assigned to work on holidays shall be compensated at time and a half (1½) the regular rate of pay in addition to the regular pay.
- H. **Compensatory Time Off:** An employee shall have the option to elect compensatory time off in lieu of cash for extra or overtime worked for a compensatory time accumulation of not more than three (3) days based on that employee's contractual work day.
1. No employee shall accrue more than three (3) days of comp time.
  2. Any employee who accrues more than three (3) days of comp time in any pay period shall be compensated or be given compensatory time off with pay by the end of the following pay period.
  3. Any part-time employee who works extra hours shall accrue comp time on an hour-for-hour basis for each extra hour worked up to eight (8) hours per day, and on a time and a half basis for each hour worked in excess of eight (8) hours per day.
  4. Any employee may request payoff of earned and unused compensatory time off at the end of any month, provided the employee files a written request with his/her immediate management supervisor not later than the 12<sup>th</sup> day of the month at the end of which the payment is desired.
  5. Compensatory time normally shall be taken at a time mutually acceptable to the employee and his/her immediate management supervisor.
  6. Compensatory time may be taken in increments up to the employee's contractual work day.
- I. **Call-In/Call-Back Time:** Any employee called in to work on a day when the employee is not regularly scheduled to work or called back to work after completion of his/her regular assignment shall do so if at all possible and shall be compensated for at least three (3) hours of work at the appropriate rate of pay, even if less time is worked.
- J. **Work Scheduled on Non-Work Day:** When a supervisor schedules work on a day an employee is not scheduled to work, the employee shall be paid the amount of time the employee works at the appropriate rate. If through no fault of the employee, he/she works less than the scheduled number of hours the employee



shall be paid for the minimum of three hours. Where the employee fails to work the scheduled hours, the employee shall be paid only for the actual time worked.

- K. **Split Shift Differential Compensation:** All employees whose regularly assigned shift contains one or more periods of unpaid time which exceeds ninety (90) minutes shall be paid a shift differential premium of seven (7%) above the regular rate of pay for all hours worked.
- L. **Night Differential:** Any employee who works a regularly District-assigned shift between the hours of 5:00 p.m. and 6:00 a.m. shall receive a seven (7%) differential for each hour worked within that time frame.
- M. **Voluntary Reduction in Assigned Time:** A reduction in assigned time may occur when an employee voluntarily requests to surrender his/her "vested" rights to a specific number of hours. Such voluntary agreements shall be reduced to writing with copies going to the immediate management supervisor and the Superintendent or his/her designee. An employee may request a voluntary reduction in hours for a specified period of time and the hours reduced may be restored before the time period has elapsed to his/her original assigned hours by mutual agreement between the Union and the Superintendent or his/her designee. Prior to the employee's submission of a request for a voluntary permanent reduction in hours, the employee shall receive written concurrence from the Union.
- N. **Increase in Hours:**
  - 1. Except as provided under subsections 2. and 3. below, when additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee currently in the appropriate class with the greatest bargaining unit seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees currently in the class in descending order of bargaining unit seniority until the assignment is made. If no one accepts, the District shall at its own discretion assign the time to any employee currently in that class.
  - 2. A position with more hours shall be offered to the next most senior employee if:

- a. the more senior employee cannot be reached by phone or fails to return a call-back message within forty-eight (48) hours. Every reasonable effort shall be made to reach an employee by phone or message; or
    - b. the more senior employee fails to accept an offer within twenty-four (24) hours of the offer.
    - c. If the more senior employee is on leave, but has accepted the increase in hours, the employee currently in the position, regardless of seniority, shall work the increased hours until the return of the senior employee or until the end of the school year, whichever occurs sooner.
  - 3. To ensure continuity of supervision and evaluation, a probationary employee may change positions to accept more hours within the same classification only:
    - a. at the beginning of a new school year as a result of the annual staffing (“bumping”) process; or
    - b. if the change does not result in a change of work site; or
    - c. with the consent of the Principal/Department Head and approval by the Superintendent.
  - 4. Probationary employees who were unable to move to a position with a higher number of hours, per Section 3. above, shall have the right to exercise their seniority during the annual staffing meeting for a position with the number of hours they were unable to select during the year.
- O. **Adjustment in Assigned Time:** Any employee who works a minimum of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. This provision shall not apply to extra hours offered to and accepted by an employee for a special assignment of not more than sixty (60) work days unless extended by mutual agreement between District and Union.
- P. **Flexible Work Schedule by Mutual Consent:** When for the advantage of an employee, a work schedule is adjusted to include split shift, night hours, or week-end work, the differential pay shall not apply. The employee and the management supervisor must give mutual consent in writing with a copy to the Union.

Q. **Lunch Periods:** All employees who are regularly assigned to a work day of six (6) hours or more shall be granted an uninterrupted lunch period of at least one-half ( $\frac{1}{2}$ ) hour in length. Lunch periods are without compensation.

R. **Rest Periods:**

1. Employees working three and three quarters ( $3\frac{3}{4}$ ) but less than seven (7) hours shall be granted one (1) rest period of fifteen (15) minutes. Employees working seven (7) or more hours shall be granted two (2) fifteen (15) minute rest periods. Insofar as practicable, the rest periods shall be taken in the middle of each morning and afternoon work period.
2. Specified rest periods may be designated by an immediate management supervisor only when the operations of the District require someone to be present at the employee's work site or because of other work requirements.
3. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

S. **Rest Facilities:** The District shall provide lunchroom, restroom, and lavatory facilities for employee use at each work site.

T. **Work Week:**

1. The work week shall normally be Monday through Friday.
2. Employees assigned to the following classifications may be subject to a regular work week other than Monday through Friday, i.e. Tuesday through Saturday: HVAC Specialist, Head Custodian, Locksmith, Painter, Maintenance I/II, Groundskeeper I/II, Irrigation Specialist, Custodian I/II, Lead Custodian, Delivery Worker: Mail and Material, Warehouse, Reprographic and Mail Services Technician, and Teacher Resource Center Specialist. The District shall confer with CSEA before any work changes.
3. An employee with a regular work week other than Monday through Friday shall receive a fifteen percent (15%) shift differential for work days other than Monday through Friday.

U. **Permanent Shift and Work Week Changes:** The District shall only make a permanent change in an employee's work schedule in accordance with the following provisions:

1. No more than twice per year can an employee's work schedule be changed to reflect either:
    - a. an earlier starting time; or,
    - b. a later finishing time.
  2. The District may initiate a change in an employee's work schedule not to exceed thirty (30) minutes either before or after the employee's current work schedule, for good and sufficient reasons based on the operational needs of the District, provided a five (5) work day notice is given to the employee prior to effecting the change.
  3. A District-initiated change in an employee's work schedule exceeding thirty (30) minutes shall be for good and sufficient reasons based on the operational needs of the District.
    - a. The District shall provide the affected employee with a ten (10) day advance written notice, advising the employee of such change and explaining the reasons therefore. In the event the change creates a hardship for the employee, up to fifteen (15) calendar days written advance notice shall be provided.
    - b. District and Union agree to consult prior to effecting the change. Consult, as used herein, means that the District will seek the expert advice of the Union on any matters relating to a change in an employee's work schedule in order to reach resolution prior to the implementation of such change. Views will be exchanged and considered by the parties with no decisions to implement the change until five (5) days after the commencement of consultation, unless otherwise mutually agreed to by the parties.
- V. **Temporary Shift and Work Week Changes:** Temporary changes in an employee's shift and work week schedule shall only be made by mutual agreement between the immediate management supervisor and the employee, except for in-service training and departmental or site meetings.
- W. **Summer Task Force Provision:** Changes in work schedules for the Summer Task Force at the beginning of the summer (on or about the first non-student day) and end of the summer (on or about the last non-student day) shall not be considered

as shift changes as provided in other sections of this Article for the following classifications:

Bus Driver/Service Worker	Irrigation Specialist
Custodian I/II	Lead Custodian
Computer Maintenance Technician I/II	Locksmith
Database Specialist I/II	Maintenance Worker I/II
Delivery Worker: Mail & Material	Mechanic
Groundskeeper I/II	Painter
Head Custodian	Teacher Resource Center Specialist
HVAC Specialist	Warehouse Reprographic and Mail
Help Desk Technician	Technician

- X. Employees who are scheduled to attend professional development/training sessions on PD Days shall be released from duty without loss of pay at the conclusion of such professional development/training if their work shift ends within thirty (30) minutes or less of return to their work station, or if total time spent on the professional development/training activities is within thirty (30) minutes of total assigned work hours.

CSEA employees shall be paid extra compensation for time spent in professional development/training activities on PD Days if that time exceeds their normal workday by more than thirty (30) minutes.

The parties agree that the workday on PD Days is considered a “professional day” and that the above is a fair and mutually beneficial trade-off of minor work time variances connected with professional development days.

## ARTICLE 13: EMPLOYEE EXPENSE AND MATERIALS

A. **Tools and Supplies:** The District agrees to provide employees with the necessary tools, equipment, and supplies required by the District for the performance of their duties and to ensure their safety.

B. **Uniforms:** The District agrees to provide the cost for uniform services for all employees who are required to wear uniforms, uniform style pants being optional. Said services shall be provided to employees whose positions are within the following classifications:

- Custodian I/II
- Lead Custodian
- Groundskeeper I/II
- Irrigation Specialist
- Locksmith
- Delivery Worker: Mail & Material
- Painter
- Warehouse Reprographic and Mail Technician
- Maintenance I/II
- HVAC Specialist
- Receiving Clerk
- Bus Driver
- Bus Driver/Service Worker
- Mechanic
- Head Custodian
- Cook/Baker

The District shall determine the type of uniform service to be acquired.

C. All District-issued equipment, tools, supplies, uniforms, and keys shall be returned in good condition, except for normal wear and tear, to the District not later than the last day of work prior to separation from employment or change to a position not requiring such District property. Failure to return District property issued to the employee shall result in a deduction of an amount equivalent to the value of the property from the employee's final pay warrant.

D. **Use of Personal Automobile:** The District agrees to provide excess personal liability and property damage insurance to protect employees in the event the employees are required to use their personal vehicles on District business. Employees using their personal vehicles must possess a valid California Driver License and must carry liability insurance as provided by the California Financial Responsibility Act. Proof of Driver License and liability insurance may be required by the District.

- E. **Physical Examinations:** The District agrees to provide the full cost of any medical examination as a condition of continued employment, including but not limited to the provisions outlined in California Education Code Section 45122 or its successor.
- F. **Mileage Reimbursement:** All employees required to use their own vehicle for work purposes over and above any stipend they regularly receive shall be reimbursed at the established District mileage rate. Employees are expected to submit requests for reimbursement on a timely basis.

## ARTICLE 14: HOLIDAYS

- A. The District shall provide all twelve-month employees with paid holidays on the following days, or on the day(s) designated in lieu for observance of the holiday(s), except as otherwise noted in this Article.
1. January 1 - New Year's Day
  2. The third Monday in January - Dr. Martin Luther King, Jr.'s Birthday
  3. February - Lincoln's Birthday
  4. The third Monday in February - President's Birthday
  5. Friday before Easter
  6. The last Monday in May - Memorial Day
  7. July 4 - Independence Day
  8. The first Monday in September - Labor Day
  9. November 11 - Veteran's Day
  10. The last Thursday in November - Thanksgiving
  11. The Friday following Thanksgiving - In Lieu of Admission Day
  12. December 24 - Christmas Eve
  13. December 25 - Christmas
  14. December 31 - New Year's Eve
- B. The District may schedule the Monday after Easter, in lieu of Lincoln's Birthday, as a holiday for bargaining unit members. Bargaining unit members shall be notified at least thirty (30) days in advance of Lincoln's Birthday of a change in holidays per this paragraph.
- C. Less-than-twelve-month employees who are not normally assigned to duty during the common recess period between two school years shall be granted holiday pay for all holidays under A. above that fall within their regular work year. They shall be entitled to a paid holiday for Independence Day in July only if their regular work year includes the work day immediately preceding that holiday.
- D. New employees, re-employed former regular employees, and regular employees returning from unpaid leave shall not be entitled to holiday pay for holidays preceding their first work day as a new or returning employee.



- E. Employees who consent to work a regular work schedule which results in the loss of eligibility for any otherwise paid holiday shall be granted an in-lieu paid holiday or shall be paid their regular wages in lieu of a holiday off.

## ARTICLE 15: VACATION

### A. Vacation Scheduling

1. All vacation requests submitted by employees to their immediate management supervisor shall be approved or denied by the employee's immediate management supervisor or their designee within seven (7) working days. Management shall notify the employee.
2. Special circumstances may exist that may call for an employee's management supervisor to reconsider vacation scheduling on a case-by-case basis.
3. When employees who work in the same or similar operations submit vacation requests at the same time and there is any conflict, the employee with the greatest seniority shall be given his/her preference. Once a vacation request has been approved, it cannot be rescinded due to a subsequent vacation request submitted by a more senior employee.
4. Summer Task Force: During the summer months affected employees may use up to 15 consecutive days of their accrued vacation. The District will determine the number of employees using more than 5 consecutive days of accrued vacation during the summer if operations will be compromised. Rotating seniority shall be the deciding factor when approving vacation requests for those employees working on the summer task force.

### B. Vacation Plan

1. **Eligibility**: All employees shall earn paid vacation time under this Article.
2. **Vacation Credit**: On July 1 of each year, each employee shall be credited with his/her annual vacation allowance for the year in accordance with the schedules of allowance listed below:

a. **Ten (10) Month Employees:**

<b>Service</b>	<b>Accrual Rate</b>
1-5 years	Ten (10) days
6-10 years	Twelve (12) days
11-14 years	Fourteen (14) days
15-19 years	Fifteen (15) days
20 years or more	Seventeen (17) days

b. **Eleven (11) Month Employees:**

<b>Service</b>	<b>Accrual Rate</b>
1-5 years	Eleven (11) days
6-10 years	Thirteen (13) days
11-14 years	Fifteen (15) days
15-19 years	Sixteen (16) days
20 years or more	Eighteen (18) days

c. **Twelve (12) Month Employees:**

<b>Service</b>	<b>Accrual Rate</b>
1-5 years	Thirteen (13) days
6-10 years	Fifteen (15) days
11-14 years	Seventeen (17) days
15-19 years	Eighteen (18) days
20 years or more	Twenty (20) days

d. Any employee who works less than full time shall receive that proportion of a day as the time worked bears to the time worked on a full-time basis.

3. **Use of Paid Vacation:** Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned.
- a. Twelve (12) month employees may use their current year vacation allowance at any time during the year subject to approval by the employee's management supervisor.
  - b. Less than twelve (12) month employees shall have their annual vacation allowance added to their annual salary and be paid for it in equal monthly installments.
4. **Vacation Pay:** The rate of pay for vacation days for all employees shall be the same as that which they would have received had they been in a working status.
5. **Accumulation of earned vacation:** Effective with the 2014-2015 school year and thereafter, not more than eighteen (18) days of earned, unused vacation as

of June 30 shall be carried forward into the new fiscal year. Unused earned vacation days accumulated in excess of eighteen (18) days as of June 30 shall be paid off with the July pay warrant. Neither party shall reopen Article 15 section B.5. for the term of this Agreement.

**6. Vacation Pay or Adjustment Upon Separation from Service:**

- a. When an employee who has been employed at least six (6) months is terminated for any reason, s/he shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- b. If at the time of separation from service an employee had been granted, or was paid for, vacation not yet earned, an amount of salary equivalent to the unearned vacation shall be deducted from the employee's final pay warrant.
- c. Accumulated vacation shall not be used to extend employment beyond the last day actively at work.

**7. Vacation Postponement:** If an employee's vacation becomes due during a period when s/he is on leave due to illness or injury s/he may request that his/her vacation be changed, and the District shall grant such request in accordance with vacation dates available at that time.

**8. Holidays:** When a holiday falls during the scheduled vacation of any employee, such day shall not be counted or paid as a vacation day.

## **ARTICLE 16: LEAVES**

### **A. Personal Illness/Injury Leave**

The following leaves may be available to cover absences for personal illness, injury, or pregnancy-related disability:

- Sick Leave with Full Pay
- Extended Sick Leave with Half Pay
- Industrial (work-related) Illness/Injury Leave

#### **1. Sick Leave with Full Pay**

- a. Every employee who is employed full-time for twelve months per year and works five (5) days per week shall be entitled to twelve (12) days leave for personal illness or injury with full pay for each full fiscal year of service. Any employee who works less than full-time, or less than a full fiscal year, shall receive that portion of twelve (12) days as the time worked bears to the time worked by a full-time, full-year employee.
- b. At the beginning of each fiscal year, every employee shall be credited with the Personal Illness/Injury Leave allotment equal to his/her leave entitlement under A.1.a. above for the year.
- c. A continuing employee may use his/her leave credited under A.1.a. above at any time during the year. A new employee shall not be eligible to take more than six (6) days of credited Personal Illness/Injury Leave until the first day of the calendar month following completion of six (6) months of service.
- d. An employee may take paid pregnancy disability leave charged against available Sick Leave provided that the employee is in a paid status immediately prior to the commencement of the leave and submits to the District a physician's written verification of the pregnancy including

the dates of the work disability caused by pregnancy or pregnancy-related condition.

- e. Unused Sick Leave earned under A.1.a. above shall accumulate from year to year.
- f. The District shall provide each employee with a statement of his/her accumulated and entitled Sick Leave balance as of the last work month on their monthly payroll warrant.
- g. The District may request that all absences from work due to illness or injury of five (5) consecutive working days or more be supported by verification(s) of disability from the treating health care provider(s).
- h. When the District has reason to believe Sick Leave privileges are being abused, the District may require a physician's verification which states the specific day or dates the employee was ordered to be off work and the date s/he is able to return to work, or the District may order an examination of the employee by a physician of its choice. If the District designates a physician, the District shall pay the cost for the examination.

## **2. Extended Sick Leave with Half Pay**

- a. In addition to Personal Illness/Injury Leave provided under Section A.1. above, each employee shall be credited, at the beginning of each fiscal year, with the number of days of Extended Sick Leave with Half Pay which, when added to his/her Sick Leave entitlement for the year under A.1. above, total one hundred (100) days.
- b. Extended Sick Leave shall not be used until all accumulated Sick Leave credited per A.1. above, including the current-year allotment, has been exhausted.
- c. Entitlement to Extended Sick Leave with Half Pay shall not commence until the fourth (4<sup>th</sup>) consecutive full day of any absence on account of

personal illness or injury except for pregnancy disability prescribed by the treating physician and for continuing illness or injury.

- d. The onset, duration, and nature of any illness or injury for which Extended Sick Leave with Half Pay is claimed must be verified, in writing, by the treating physician.
- e. Extended Sick Leave with Half Pay shall be used for personal illness or injury only.
- f. Extended Sick Leave with Half Pay does not accumulate from year to year.

### **3. Industrial Accident/Illness Leave**

- a. An employee who has completed probation shall be entitled to sixty (60) days non-accumulative industrial accident or illness leave per year upon commencement of the first day of absence resulting from a bona fide injury or illness arising out of and in the course of employment. If utilization of this leave occurs at a time when the full sixty (60) days will overlap into the next year, the employee shall be entitled in the next year to only the amount of leave remaining at the end of the year in which the leave commenced for the same injury or illness.
- b. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation made under workers' compensation.
- c. Benefits provided in this section are in addition to Personal Illness/Injury and Other Sick Leave benefits. Accordingly, the District shall not deduct leave from the Personal Illness/Injury or Other Sick Leave accounts of an eligible employee who is absent as the result of an industrial accident or illness until the sixty (60) day industrial accident or illness leave has been exhausted.
- d. An employee who is not yet eligible for or who has exhausted Industrial Accident or Illness Leave shall be entitled to use his/her Personal

Illness/Injury Leave benefits as provided in Sections A.1. and A.2. above. If the employee continues to receive Workers' Compensation benefits while on Sick Leave or Extended Sick Leave, s/he may elect to use that portion of his/her Sick Leave which, when added to temporary disability insurance benefits, is equal to his/her regular monthly salary. Payment for wages lost on any day shall not, when added to temporary disability payments granted under Workers' Compensation insurance, exceed the normal wage for the day.

- e. Staff are responsible to ensure that their manager or Human Resources receives a copy of all work status notes provided by the workers' compensation designated health care provider and keep their manager and/or Human Resources informed of their status.
- f. An employee shall be deemed to have recovered from an industrial accident or illness and thereby be able to return to work at such time as his/her workers' compensation designated health care provider certifies that there has been such recovery.
- g. The District's report of an industrial accident or illness shall be kept on file in the Human Resources Department.

**4. Notification Requirements for Extended Sick Leaves**

- a. Employees on approved extended injury/illness leaves are required to keep the District advised on a regular monthly basis as to the status of the extended leave. Such notification shall be provided to the Human Resources Department no later than the last day of each month during the time period the employee is on the extended leave.
- b. Not later than 2:00 p.m. on the workday immediately prior to the date of return to work from an extended leave due to illness or injury, the employee shall furnish to the Human Resources Department a written release from his/her treating health care provider. Return to duty with



any restrictions limiting full, regular duty shall be subject to agreement by the District.

## **B. Family Illness/Injury Leave**

The following leaves may be available for the care of ill or injured family members:

- Sick Leave
- Unpaid Family Medical Leave

### **1. Sick Leave**

- a. Up to six (6) days of the employee's annual Sick Leave allowance (the amount an employee would accrue during 6 months of employment) pursuant to Section A.1. of this Article, may be used by an employee for the purpose of caring for an ill or injured child, spouse, parent, grandparent, grandchild, sibling, or domestic partner (as defined in Labor Code Section 233).
- b. The employee's Sick Leave balance, accrued per Section A.1. of this Article, shall be reduced on a day-for-day/hour-for-hour basis.
- c. Sick Leave used for the purpose of this section shall reduce leave available, if any, for Personal Necessity, per Section E.1. of this Article, on a day-for-day/hour-for-hour basis.

### **2. Unpaid Family Care Leave**

- a. Employees may take Unpaid Family Care Leave(s) for up to twelve (12) weeks in a 12-month period to care for a family member with a serious health condition. Family members shall include spouse, child, legal ward, parent, grandparent, grandchild, sibling, domestic partner (as defined in Labor Code Section 233), current father-in-law, mother-in-law, or any person with whom the employee has/had an "in loco parentis" relationship.

- b. To qualify for the leave, an employee must have completed one (1) year of continuous service in the District.
- c. The condition of the family member must involve an illness, injury, impairment, or other physical or mental condition which requires either in-patient care or continuing treatment or supervision by a licensed physician or osteopath, or other health care provider designated by the Secretary of Labor, and warrants the participation of the employee in the care of the patient during the treatment period.
- d. The employee must submit, with the request for the leave, a statement from the treating health care provider or osteopath which includes the date the condition commenced or will commence, the probable duration of the condition, the need for the employee's care for the individual, and the estimated length of time the employee's care is needed. The District may require, at the District's expense, a second and, if necessary, a third medical opinion.
- e. The employee shall exhaust accrued vacation and compensatory time off before using Family Care Leave.
- f. By mutual consent between the employee and the District, the employee may use unused Sick Leave, earned per Section A.1. of this Article, in lieu of Unpaid Family Care Leave.
- g. Any paid leave(s) used for the purpose of this section shall run concurrent with, and reduce the total of twelve (12) weeks of Family Care Leave on a day-for-day basis.
- h. District-paid health insurance plan benefits shall not be continued for unpaid Family Care Leave unless the employee meets the eligibility requirements of Family Care Leave under Federal and/or State family leave laws (FMLA and/or CFRA). Employees who do not return from Family Care Leave for reasons other than their own disability shall be responsible for reimbursing the District for the health plan premium

costs during the period(s) of the leave, unless the employee was in paid status during the entire leave. If the employee is in paid status during the entire Family Care Leave period then district-paid health insurance plan benefits shall be continued regardless of the employee's eligibility for state or federal leave. For those employees who are on an approved unpaid leave of absence who do not meet the eligibility requirements of Family Care leave under Federal and/or State family leave laws (FMLA and/or CFRA), continuation of health insurance benefits will be at the employee's expense.

- i. Except in emergencies, all requests for Family Care Leave must be submitted at least thirty (30) calendar days in advance. All requests are subject to verification of need. The specific starting and ending dates of the leave shall be coordinated with the needs of the District and are subject to approval by the Superintendent.
- j. An employee may request an extension of Unpaid Family Care Leave beyond twelve (12) weeks and/or for the care of a relative not living in the household of the employee. Such requests are subject to verification of need and require approval by the District Superintendent.
- k. Family Care Leave shall not constitute a break in service for longevity or seniority purposes, or for eligibility for health benefits, but an employee shall not earn credit for Sick Leave or Vacation during an unpaid Family Care Leave.
- l. Employees shall be restored to the same or an equivalent position upon return from Family Care Leave.
- m. For those employees who meet the Federal and/or State statute requirements, the provisions of Family Care Leave shall be in accordance with federal and State law, and any changes thereto. This

Family Care Leave shall run concurrently with those leave provisions, not as an additional leave benefit.

**C. Catastrophic Sick Leave Bank**

1. Permanent employees may donate up to ten (10) days of earned Personal Illness/Injury Leave accrued as set forth in A.1. of this Article to a Classified Employees' Catastrophic Sick Leave Bank. This limitation shall not apply to donations made at the time of separation from the District. Donation of such leave shall normally be at the beginning of each school year. Donations shall be made in increments of one (1) hour or more. Donations of leave to the Catastrophic Sick Leave Bank are irrevocable.
2. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her accrued sick leave and other paid time off.
3. Permanent employees who have exhausted all accrued paid leaves, vacation, and compensatory time off (CTO) who are suffering from a catastrophic illness or injury, or that of a member of their immediate family, may request leave from the Catastrophic Sick Leave Bank. Immediate family includes the relatives listed under Section B.1., Paid Family Illness Leave, of this Article.
4. The District shall require verification of the catastrophic illness or injury.
5. The District and Union representatives shall agree on the amount, if any, of leave that shall be transferred from the Catastrophic Sick Leave Bank to the employee on catastrophic leave. The amount of additional leave granted to a permanent employee as a result of leave donation(s) from the Catastrophic Sick Leave Bank shall not exceed twelve (12) months.

6. Sick Leave donation in excess of the amount needed for the purpose and time frame for which it was requested shall be credited back to the Catastrophic Sick Leave Bank.

**D. Leave for Adopting A Child**

1. An employee may take up to ten (10) days of leave for the purpose of adopting a child.
2. The employee may take paid Sick Leave, accrued per Section A.1. of this Article, if available, for the purpose of this section. If paid Sick Leave per Section A.1. of this Article is not available for all or part of this leave, the leave shall be unpaid.

**E. Personal Necessity Leave**

1. Up to eight (8) days of Sick Leave per Section A.1. of this Article per year may be taken for matters of personal necessity.
  - a. Death of a member of the employee's immediate family as defined in Section G.2. of this Article, when additional leave is required beyond that provided in Section G.1. of this Article.
  - b. Serious loss or damage involving the employee's property, or the property of a member of his/her household.
  - c. Appearance in any court or before any administrative tribunal as a litigant, party, or by any order made by a body of competent jurisdiction.
  - d. To attend to school-related matters involving the employee's minor child, when the employee's presence is required (Parental Leave).
  - e. Paternity.
  - f. Reasons of personal compelling importance when such requests are not covered by other paid leave provisions contained in this Agreement.

- g. The specific reason for the leave request shall be stated for each absence request listed above including the specific nature of “personal compelling” reasons.
  - h. An employee may use up to three (3) days of Personal Necessity Leave which shall not require an explanation.
  - i. No more than three (3) consecutive days of this leave may be used at any one time for the purposes of “personal compelling” reasons, including Personal Necessity leave for which an explanation is not required. Leave for “personal compelling” reasons or Personal Necessity leave for which an explanation is not required shall not be combined with any other leave.
- 2. Requests for Personal Necessity Leave shall be submitted in writing to the employee’s immediate supervisor on the appropriate forms provided by the District at least twenty-four (24) hours in advance and are subject to approval. No request for Personal Necessity leave shall be granted with less than 24 hours advance notice unless the request is either: (1) submitted under E.1. a, b, or d; or (2) the reason for requesting the leave is approved by the supervisor.
  - 3. Leave requested for Personal Necessity shall ordinarily be approved but may be denied for good and sufficient reasons which shall be stated by the immediate supervisor.

**F. Bereavement Leave**

- 1. Employees shall be granted paid leave, not to exceed five (5) days, or seven (7) days if travel is required beyond six hundred (600) miles round trip, on account of the death of any member of the employee's immediate family. The District may require proof of the need for bereavement (obituary from newspaper or funeral announcement) and/or the distance to be traveled.

2. For the purpose of this section, immediate family means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee; spouse, or domestic partner (as defined in Labor Code Section 233), son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law of the employee; current father-in-law, mother-in-law, or any relative living in the immediate household of the employee.

### **G. Jury Duty**

1. Employees shall be entitled to as many days of paid leave as are necessary for appearances as a juror before any duly convened court of law. A copy of the jury summons shall be attached to the request for leave. If the employee receives any juror's fees while on leave under this provision, such fees less mileage fees shall be remitted to the District. If no juror's fees are paid, the employee must provide the District court documents to support their jury service.
2. In addition, employees shall be entitled to paid leave for appearance in any court, under subpoena, as a witness. A copy of the subpoena shall be attached to the request for leave. If the employee receives any witness fees, such fees shall be remitted to the District.
3. Employees shall verify the need for appearance as a juror or witness by calling the evening before the appearance is scheduled. If an employee fails to do so and his/her presence is not needed, paid leave will not be granted.
4. Any employee who is granted jury duty leave shall only be required to work that portion of remaining hours which, when added to the number of jury duty hours served, equals his/her regularly assigned workday. Adjustments to an employee's regular work schedule to determine reasonable work time and travel time needed to attend jury service will be discussed and mutually agreed to by the employee and supervisor.

5. Employees who fail to remit juror or witness fees shall have the amount due the District deducted from their pay warrant.

**H. Excused Absence without Loss of Pay**

When an employee has exhausted all other appropriate paid leaves, the immediate management supervisor may authorize, on not more than two occasions per year, the absence of an employee with pay for a maximum of two (2) hours for reasons of personal business that require the employee's attention during duty hours.

**I. Early Out Hours**

Early out hours will be extended to all 8-hour employees who are on duty on the workday preceding the Thanksgiving, Christmas and New Year's holidays, as well as the Friday before Easter when those "Early Out" days fall on non-school days. "Early Out" means that 8-hour employees may reduce their normal workday and leave one hour early. This change in schedule need not be reflected on the employee's timecard.

**J. Unpaid Maternity Leave**

An employee may request unpaid leave of absence for up to twelve (12) months to care for a newborn or newly adopted child, provided that the employee gives written notice to the District of the intent to take such leave not later than thirty (30) days prior to the commencement of the leave and that the employee provides the District with a physician's verification of the birth or adoption of a child at the time of the request for such leave.

**K. Child Rearing Leave**

An employee may request an unpaid Child Rearing Leave of up to twelve (12) months to care for a child other than a newborn or newly adopted child. A written request to take such leave shall be submitted to the District one (1) month prior to the expected commencement of the leave.

**L. Leave for Retraining Or Study**



Leaves of absence for study or retraining may be granted by the District to any employee, provided such employee has been deemed eligible for such leave under qualifying standards of service which the District may elect to prescribe.

1. Under any circumstances, employees may be eligible for study leave only after completion of three (3) years continuous service within the District and no more than one (1) study leave may be granted during any five (5) year period and no more than one (1) retraining leave may be granted during any three (3) year period.
2. Leaves of absence granted under this provision shall be no more than one (1) year in duration; however, upon approval of the District, leave may be authorized in separate six (6) month periods or in other appropriate periods rather than for a continuous one (1) year period.
3. Any leave of absence authorized under this provision shall not be deemed a break in service for any purposes, except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this provision nor shall any employee earn vacation pay, sick leave, or any benefits provided under this Agreement.
4. Leaves granted under this provision shall be either with or without pay, at the District's option.

#### **M. Other Unpaid Leave**

1. A leave of absence without pay may be granted to permanent employees for personal or medical reasons.
2. A probationary employee may be granted a leave of absence without pay if the purpose is for medical reasons.
3. For other than medical reasons, initial leaves of absence without pay shall not be granted for more than one (1) year.

4. Leaves of absence without pay under this section may be extended for an additional period of time but shall not exceed a total of two (2) years, except as otherwise provided for by law.

#### **N. Requests for Unpaid Leaves**

All requests for leaves of absence without pay shall be submitted on the appropriate District form via the immediate management supervisor and Principal/Department Head to the Human Resources Department for Superintendent consideration according to the following timelines:

1. Full-year leaves and leaves for the fall semester only: By April 1 of the preceding school year.
2. Leaves for the spring semester only: By November 1 preceding.
3. Mid-semester leave requests and leaves of shorter duration: Thirty (30) days in advance, except as otherwise defined in this article.
4. Under extenuating circumstances, the Superintendent may consider waiving the timelines.
5. The employee shall exhaust accrued vacation and compensatory time off before using unpaid leave for any reason except pregnancy disability leave.

#### **O. Health and Welfare Benefit Continuation While on Uncompensated Leaves**

1. Except as provided under Section B.2.h. of this Article, employees on approved uncompensated leaves shall be entitled to maintain their health insurance benefits at their own expense by payment to the District of the total monthly premium amount for all eligible coverages by the due date established by the District.
2. Life insurance coverage will cease under group coverage. The employee can choose to convert group life insurance or opt for portability on the
3. AD&D life insurance at their own expense.

## **P. Parental Bonding Leave**

Effective January 1, 2017, to be entitled to up to 12 workweeks of parental bonding leave under this section, unit members must be eligible for child bonding leave under the California Family Rights Act (CFRA) to the extent that he or she must have been employed by the District for at least 12 months, but need not have worked 1,250 hours in the 12 months prior to commencing the leave. Paid leave used under this section shall run concurrently with unpaid CFRA child bonding leave.

1. For purposes of this article, “parental bonding” leave means child bonding or child care leave taken within the first 12 months following the birth of a child of the unit member or the placement of a child in the unit member’s household for adoption or foster care.
2. Pursuant to Education Code section 45196.1, when an eligible unit member who has exhausted all paid sick leave, including accumulated sick leave, continues to be absent for purposes of parental bonding under the California Family Rights Act (CFRA; Government Code section 12945.2) he or she may use up to 12 workweeks of Extended Sick Leave with Half Pay under section A.2. of this article concurrently with the unpaid CFRA leave entitlement and Unpaid Family Care Leave as per B.2. Such Extended Leave with Half Pay shall be paid as set forth in Section 2.a.
3. For purposes of this paid parental bonding leave only, all sick leave and accumulated sick leave shall be used and exhausted before Extended Sick Leave with Half Pay under section A.2. of this article may be utilized. The 12 workweeks shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave pursuant to CFRA (Governmental Code Section 12945.2).
4. A unit member shall not be provided more than one 12-week period of paid absence for parental bonding leave in any 12-month period. However, if a school year terminates before the 12-week period is exhausted; the

employee may take the balance of the 12-week period in the subsequent school year.

5. If both parents work for the District, the maximum combined leave available to the parents for parental bonding is 12 workweeks.
6. Except for extenuating circumstances, any parental bonding leave must be requested in writing to the Assistant Superintendent of Human Resources, a minimum of 30 days prior to the date the leave is proposed to commence.
7. Except for extenuating circumstances, requests for parental bonding leave shall normally be taken in no less than one (1) week increments unless approved by the Superintendent or designee.

## **ARTICLE 17: TRANSFER AND REASSIGNMENT**

### **A. Definition:**

1. A transfer is defined as a change in work site within the same classification.
2. A reassignment is defined as a change in a position within the same classification, with no change in hours, at the same work site. A reassignment is best defined by example: A Special Education Aide in a SDC assignment moves to a RSP assignment within the same work site.

### **B. Administrative Transfers:** Administrative transfers involving employees in existing positions shall be for good and sufficient reasons based on the educational or operational needs of the District. Prior to effecting such a transfer, the District and the Union agree to consult and to provide the affected employee(s) with a five (5) day written notice advising the employee(s) of the transfer and explaining the reasons therefore.

Consult, as used herein, means that the District will seek the expert advice of the Union on any matters relating to a transfer of an employee's work site in order to reach resolution prior to the implementation of such transfer. Views will be exchanged and considered by the parties with no decisions to implement a transfer

until five (5) days after the commencement of consultation, unless otherwise mutually agreed to by the parties. If the transfer involves a shift change, the relevant provisions of Article 12 apply.

- C. **Voluntary Transfer Requests:** Any permanent employee may request a transfer within the same classification subject to the following conditions:
1. An employee's request for transfer shall be submitted to the Human Resources Department on a form provided by the District and the request shall remain confidential until the employee is actually being considered for transfer. A request for transfer may be withdrawn at any time by an employee's written request. An employee's request for a transfer shall not prejudice his/her present position. Employees in the same classification and with the same number of hours shall be offered an opportunity to request a transfer to the vacant position or to any other position that may become vacant as a result of the approval of a transfer.
  2. Normally, seniority shall be the considering factor in granting the transfer request. The Superintendent or his/her designee shall notify all employees of the disposition of their transfer requests within five (5) working days after the position for which they have applied has been filled. An employee shall be given specific reasons why s/he was refused the transfer. This process shall be subject to a Meet and Consult between the District and the Union when requested.
  3. Voluntary transfer requests shall be valid from the date the request was submitted to the District Human Resources Department until:
    - a. changed or withdrawn by the employee, or
    - b. the employee left the classification, or
    - c. December 31 of the year the request was filed, whichever occurs first.
  4. An employee must accept or reject a transfer offer within twenty-four (24) hours of notification. Inability to reach an employee by phone within two work days or failure to respond to an offer within twenty-four (24) hours shall be deemed rejection of the transfer opportunity offer.

D. An employee may request a reassignment as defined in A.2 above on a form provided by the District. Reassignments are at the sole discretion of the District.

E. **Reassignment/Transfer for Medical Reasons:** The District shall give consideration to employee-initiated, and the Union shall give consideration to employer-initiated, reassignment/transfer of an employee for medical reasons provided the following conditions are met:

1. The employee shall consent to a physical examination from a District-appointed physician to verify the employee's inability to perform his/her regular duties.
2. Pending verification from a District-appointed physician of an employee's inability to perform his/her regular duties, the employee shall use available leaves.
3. Upon verification from the District-appointed physician of the employee's inability to perform his/her regular duties, the District shall attempt to place the employee in another vacant position for which the employee meets the appropriate and necessary employment qualification standards, and which does not result in a promotion.

## **ARTICLE 18: CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS**

- A. **Placement in Class:** Every bargaining unit position shall be placed in a class.
- B. **New Positions or Classes of Positions:** All newly created classified positions or classes of positions, except as otherwise provided for in this Agreement, shall be assigned to the bargaining unit.
- C. Upon initial employment and each change in classification thereafter, the employee shall receive a copy of his/her class specification, salary data, and work assignment.
- D. The District shall notify the Union through the Board Minutes of newly hired bargaining unit employees, their classification, and their work location.
- E. **Reclassification**
  - 1. Reclassification shall mean the redefining of a single position, or more than one position under the same job description (for example all Custodian IIs but not Lead Custodians) to account for changes in duties, responsibilities or work that significantly alters the nature of the position.
  - 2. All requests for reclassification of positions must be filed in the Human Resources Department no sooner than September 1 and no later than October 1 at 4:30 p.m. Reclassifications may be initiated by CSEA or the District. The Union may present up to three (3) reclassification requests per year.
  - 3. Contents of the Request:

Each request for a reclassification shall contain 6 copies (3 sets to the District's Human Resources Department and 3 sets to CSEA Chapter President). The request shall contain:

    - a. A cover letter stating an overview of the request
    - b. A current and proposed job description including proposed salary range
    - c. Information outlining the additional duties and responsibilities acquired over a period of time that differs from the current job description and justifying the request.
    - d. A historical overview of the new duties.

e. Any other relevant information supporting the request.

4. By October 15<sup>th</sup> of any year in which reclassification requests are submitted, the District and CSEA shall each designate two representatives who will serve on the Ad Hoc Reclassification Committee for that school year. The Ad Hoc Reclassification Committee shall meet by November 1<sup>st</sup> to review the reclassification proposals and set a mutually agreeable schedule for the review and study necessary to make a recommendation to the District and CSEA bargaining teams as to the decision on whether to reclassify, any proposed salary change, and the effective date.

Recommendations made by the Ad Hoc Reclassification Committee shall be done no later than May 15<sup>th</sup> following the submission of the reclassification.

If the parties do not agree whether the reclassification shall be granted or denied, either party may then request that the matter be included as an additional item for negotiations in the following year, i.e. the year following the year in which the reclassification was first presented.

5. **Salary Placement of Reclassified Positions:**

- a. An employee whose position is reclassified to a higher classification due to the gradual accretion of higher level duties and responsibilities shall be entitled to the lowest step in the higher range which exceeds the employee's rate of pay by a minimum of five percent (5%).
- b. An employee whose position is reclassified to a lower classification shall be y-rated until such time as the assigned class has a maximum salary rate which is equal to or higher than the employee's existing rate of pay.

F. **Incumbent Rights:** When a position is reallocated to a new or different classification as a result of a re-titling -- such that the actual duties, responsibilities, nature, and scope of the position will be substantially the same as the incumbent had been performing, the incumbent shall be granted the same status in the new or different class as was held in the old class.

G. **Abolition of a Position or Class of Positions:** If the District proposes to abolish a position or class of positions, it shall notify the Union in writing a minimum of ten (10) days prior to notices being mailed with respect to abolition of position(s).



- H. **Flexibly-Staffed Classification:** If a position is allocated to a flexibly-staffed classification at the entry level, as assigned responsibilities and breadth of knowledge increase with increased experience, the employee shall have his/her position re-allocated to the next higher level upon the immediate management supervisor's recommendation and the approval of the Superintendent or his/her designee providing the following criteria are met:
1. One (1) year experience at the Level I classification.
  2. Overall rating of "Meets Standards" on the Classified Employee Evaluation Report.
  3. A passing score on skill test(s) required for the higher classification, if any. Reallocation to the higher-level class shall become effective on the first day of the month following approval by the Superintendent or designee.

## **ARTICLE 19: LAYOFF, REEMPLOYMENT, AND SEPARATION**

- A. **Layoff:** When the District encounters a lack of work in a particular job class or a lack of funds, employees shall be subject to layoff.
- B. **Reduction in Hours:** Any reduction in regularly assigned time shall be treated in the same manner as a layoff under the provisions of this Article.
- C. **Notification of Union:**
  - 1. The District shall consult with the Union not less than ten (10) days prior to notices being mailed with respect to layoffs. At that time, the Union shall be informed of the number and types of position(s) recommended for reduction and the reason for their reduction.
  - 2. The Union shall have the right to make proposals on the effects of layoffs and/or reduction in hours.
- D. **Order of Layoff:** Any layoff shall be effected within a class. The order of layoff shall be based on seniority within the class and higher classes in which the employee has served throughout the District. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on date of hire of an employee in the class plus higher classes of seniority in which the employee has served. In the event of a dispute over the order of layoff, District and Union shall attempt to resolve the dispute prior to the effective date of the layoff. However, such disputes shall not prevent or delay the District's right to process and effect layoffs in a timely manner.
- E. **Bumping Rights:**
  - 1. An employee notified of proposed layoff from his/her present class or reduction in hours shall be given a listing of all projected position allocations, and special assignment (RSP, SDC, Computer Lab, etc.); the projected reduction in positions or hours for the employee's classification; all incumbents and their seniority ranking; and notification whether or not the affected employee is eligible for retirement.
  - 2. An employee bumped from his/her position shall be given an opportunity to bump into a position with the same or less number of hours occupied by an

employee who has less seniority, considering his/her seniority in the lower class and any higher classes.

3. Employees have up to three (3) working days from the date of notice of proposed layoff or reduction in hours to appeal and/or exercise "bumping" privileges, but choice should be made to Human Resources as soon as possible.
4. Employees "bumped" shall be given opportunity to bump into lower classes in which they have served to avoid layoff.
5. An employee who bumped into a lower classification shall be placed at the salary step which represents the least reduction in salary.

F. **Layoff in Lieu of Bumping:** An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

G. **Equal Seniority:**

1. All other considerations being equal, if two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the total union seniority, or if that be equal, the earliest hire date seniority, and if that be equal, then the determination shall be made by lot.
2. If drawing lots to determine class seniority is required, the lots shall be drawn on the first day of employment in the classification, or as soon as practical thereafter on a date mutually agreed to by the District and the Union.
  - a. All employees with equal seniority shall be present for the drawing of lots for their classification. When employees who have been notified of the date, place, and time for the drawing, are not present for the drawing, the Union president or his/her designee shall draw for the employee.
  - b. The drawing shall establish permanent ranking of seniority for the employees involved in the lot draw within that classification.

H. **Notice to Employees:**

1. The District shall notify the affected employee(s) in writing at least sixty (60) calendar days before June 30 for any layoff effective at the end of the school year. For all other layoffs, the District shall notify the affected employee(s) in

writing at least sixty (60) calendar days before the effective date of the scheduled layoff.

2. This notification requirement shall be satisfied with proof of service, either in person, or to the employee's last known address on file at the District Human Resources Department.
  3. Failure to give sixty (60) calendar days written notice per Section H.1. above to the employee(s) shall result in severance pay to the employee equal to one (1) day's wages for each day the notice was late.
- I. **Reemployment Rights:** Laid off employees are eligible for reemployment in the class from which they were laid off for a thirty-nine (39) month period and shall be reemployed in seniority order. Employees laid off shall be offered the first vacant position for which they are qualified provided they have worked in the appropriate classification series, and no other person has statutory reemployment rights to that position. In addition, they shall have the right to apply for promotional positions within the filing period specified in the job announcement and use their bargaining unit seniority therein for a period of thirty-nine (39) months following layoff. An employee on a reemployment list shall be notified of promotional opportunities in accordance with the provisions of Article 9, Section A, Promotional Recruitment, of this Agreement.
  - J. **Retirement in Lieu of Layoff:** Any eligible employee may elect a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time.
  - K. **Seniority Roster:** The District shall maintain an updated seniority roster indicating employees' class seniority, total union seniority, and hire date seniority. In addition, such rosters shall be made available to the Union each time a new roster is prepared by the District.
  - L. **Notification of Reemployment Opening:** Any employee who is laid off and is subsequently eligible for reemployment shall be notified by phone (to last known contact number) and in writing by the District of an opening. Such written notice shall be sent by confirmation of delivery mail to the last address given the District by the employee, and a copy shall be sent to the Union by the District, which shall acquit the District of its notification responsibility.

- M. **Employee Notification to District:** An employee shall notify the District of his/her intent to accept or refuse reemployment within five (5) working days following posting of the reemployment notice.
- N. **Reemployment in Highest Class:** Employees shall be re-employed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month right to the higher paid position.
- O. **Seniority during Involuntary Unpaid Status:** Upon return to regular employment within the thirty-nine (39) month layoff period, the employee(s) shall be treated as if s/he had never had interrupted service.
- P. **Resignation:**
1. A permanent employee's resignation of his/her position in the District shall remain revocable for two (2) working days.
  2. Resignations by probationary employees shall be accepted immediately upon receipt by the District and are not revocable.

## **ARTICLE 20: GRIEVANCE PROCEDURE**

- A. The purpose of this Article is to provide a procedure for the consideration of concerns pertaining to a contract dispute which is defined as an alleged violation, misapplication, or misinterpretation of the specific provisions of this Agreement that has adversely affected an employee or class of employees.
- B. Any employee may present grievances relating to a contract dispute to the District and have such grievances adjusted without the intervention of the Union as long as adjustment is not inconsistent with the terms of this Agreement. Upon final resolution of the grievance, the Union shall receive a copy of the grievance and proposed resolution and may file a response. The Union may file a grievance on behalf of any member of the bargaining unit.
- C. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate management supervisory level. The District and the Union agree that efforts will be made by management and the aggrieved party to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance, or loyalty or desirability to the District. Employees, employee representatives, and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.
- D. Failure by the District to adhere to decision deadlines constitutes the right for the aggrieved to appeal automatically to the next step (higher level). Failure of the employee or Union to adhere to the submission deadlines shall mean that the employee is satisfied with the latest decision and waives any right to further appeal. However, nothing prevents the parties from extending the dates by mutual written agreement.
- E. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her management supervisor.

- F. All documents dealing with the processing of a grievance shall be filed separately from the official personnel files of the participants.
- G. An employee who is employed by the District and whose presence is necessary during his/her working hours at any meeting, conference, or hearing required by this procedure shall, upon notice to his/her immediate management supervisor, be released without loss of pay.
- H. When a grievance has been filed by an employee or Union, the grievant may terminate the grievance at any time by giving written notice to the District. Failure to comply with time limits, to attend scheduled meetings to discuss or hear the grievance, or to provide requested information at the grievant's disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance by the employee. The District shall also be required to give written notice of such termination to the employee.
- I. The grievant has the right to representation at any step of the grievance procedure. The grievant, however, shall be present at each step of the grievance procedure.
- J. Definitions
  1. **Grievance:** A formal written allegation by the grievant that the grievant has been adversely affected by a violation of the specific provisions of this Agreement.
  2. **Grievant:** A District employee in the unit covered by this Agreement or Union who is filing a grievance.
  3. **Representative:** A maximum of three (3) individuals (Union officers or designees) authorized by the grievant to participate in the grievance procedure.
  4. **Day:** Any day on which the District Office is open for business.
  5. **Immediate Management Supervisor:** The lowest level member of District Management having immediate supervisory authority over the grievant.
  6. **Witness:** An employee who possesses relevant knowledge regarding the grievance.
  7. **Class Action Grievance:** A grievance where circumstances are substantially the same for two (2) or more employees. In cases which are termed "class

action," the individual asserting the grievance or Union shall represent the other affected employees.

- K. **Informal Resolution:** Any employee who believes s/he has a grievance shall present the concern verbally to the immediate management supervisor within fifteen (15) working days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. The Supervisor shall hold discussions and attempt to resolve the concern. Failure to do so renders the grievance null and void.
- L. Grievances shall be processed in accordance with the following steps:

#### STEP 1

If the concern is not settled during the informal discussion and the employee wishes to pursue the matter, the employee shall present the grievance on forms provided by the District in writing to the immediate management supervisor within seven (7) days after the verbal decision by the Supervisor based on the informal meeting. The Supervisor shall respond in writing within seven (7) days after the receipt of the written grievance. The written information shall include:

1. A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
2. A listing of the specific provisions of this Agreement which are alleged to have been violated or misapplied;
3. A listing of the reasons why the Supervisor's proposed resolution of the problem is unacceptable; and
4. A listing of specific actions requested of the District which will remedy the grievance.

#### STEP 2

If the grievance is not resolved at Step 1, the grievant shall, within seven (7) days after receipt of the Supervisor's written decision, present the grievance in writing to the Principal/Department Head. In the event the Principal/Department Head is the employee's supervisor, the grievance shall immediately proceed to Step 3.



Within five (5) days from the receipt of the grievance, the Principal/Department Head shall, if so requested, meet with the grievant in an effort to resolve the grievance. The Principal/Department Head shall make a written disposition of the grievance within seven (7) days after such meetings and return it to the grievant.

### STEP 3

If the employee is not satisfied with the disposition of the grievance at Step 2, or if no disposition has been made within the time limits established for Step 2, the grievance shall be transmitted to the Superintendent's designee for coordination of labor relations within seven (7) days after receipt of the Supervisor's or Principal/Department Head's decision. Within five (5) days from the receipt of the grievance, the Superintendent or designee shall meet with the employee on the grievance and shall indicate the disposition of the grievance in writing within seven (7) days of such meeting and furnish a copy thereof to the Union and to the grievant.

### STEP 4

If the grievant is not satisfied with the disposition of his/her grievance at Step 3, s/he may request that the Union submit his/her grievance to arbitration. Such request shall be made in writing within ten (10) days after the grievant has received the Step 3 decision or within ten (10) days after said decision is due, whichever is earlier.

The Union, by written notice to the Superintendent's designee for coordination of labor relations, within fifteen (15) days after receipt of the request from the grievant, may submit the grievance to binding arbitration.

The Union shall retain full and complete authority to determine whether or not a grievance shall be forwarded for arbitration.

If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator.

The parties shall select a mutually acceptable arbitrator from a list of five (5) obtained from the State Conciliation Service. If the parties do not agree, they shall

select from the list by alternately striking four (4) names from the list. The party winning the toss of a coin shall determine which party shall strike first.

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no authority to change any provisions of the contract or to broaden its scope. The decision of the arbitrator shall be submitted to the Superintendent and the Union and shall be final and binding upon the parties, except as otherwise provided for in this Agreement.

All costs for the services of the arbitrator, including but not limited to per diem expenses, his/her travel and subsistence expenses, and the cost of any hearing room(s) shall be borne equally by the District and the Union.

## **ARTICLE 21: DISCIPLINARY ACTION AND HEARING**

- A. Demotion, Suspension, or Dismissal of Permanent Classified Employees:** A permanent classified employee may be demoted, suspended, or dismissed by the Superintendent, or in his absence by his designee, for cause as provided in Section B. of this Article; provided, however, that such action shall not be effective until written charges are filed and served upon the employee and the District has taken action as herein provided.
- B. Grounds for Disciplinary Action of Permanent Classified Employees:** One (1) or more of the following causes shall be grounds for suspension, demotion, or dismissal of any permanent classified employee.
1. Incompetence or inefficiency in the performance of the duties of his/her position.
  2. Inability to perform assigned duties due to failure to meet or retain job qualifications (including, but not limited to, failure to possess required licenses, failure to pass required tests).
  3. Insubordination (including, but not limited to, refusal to do assigned work).
  4. Carelessness or negligence in the performance of duty or in the care or use of District property.
  5. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public, including sexual harassment.
  6. Creating a hostile or unprofessional working or learning environment for others.
  7. Verbal or physical threats, or intimidation, of others.
  8. Physical assault or battery.
  9. Dishonesty.
  10. Drinking alcoholic beverages on the job, or reporting for work while intoxicated, or with evidence of alcoholic intake that would be offensive to his/her presence at work.

11. Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substances while on the job, or reporting to work while under the influence of a narcotic or restricted substance.
12. Personal conduct unbecoming an employee of the District while on duty.
13. Engaging in political activity during assigned hours of employment.
14. Conviction of any crime involving moral turpitude.
15. Conviction of a sex offense as defined in California Education Code, Sections 44010 and 45123.
16. Conviction of a narcotics offense as defined in California Education Code, Section 44011.
17. Absence without leave or abandonment of position.
18. Repeated tardiness.
19. Abuse of leave privileges.
20. Excessive absenteeism (with supportive documentation).
21. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
22. Persistent violation or refusal to obey safety rules, regulations made applicable to public schools by the governing board or by an appropriate federal, state, or local governmental agency.
23. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
24. Willful or persistent violation of the California Education Code, Board Policies, or Administrative Regulations of the District after the employee has received a copy of such.
25. Any willful conduct tending to injure the public services.
26. Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means.
27. Membership in the Communist Party.

28. Determination that employee is a sexual psychopath in accordance with Education Code Section 45124.

This section shall not be construed to prevent layoffs for lack of work or lack of funds.

C. **Progressive Discipline:** When deemed appropriate by the District, the District shall maintain a program of "Progressive Discipline." Any written reprimand will include directives for improvement.

D. **Notice of Proposed Disciplinary Action to Permanent Classified Employees:** Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the United States Certified Mail, postage prepaid and addressed to the last known address of the employee. The notification to the employee shall contain the following:

1. A statement of the specific acts and omissions upon which the disciplinary action is based;
2. A statement of the cause for the action taken;
3. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
4. A statement of the action proposed to the Board;
5. A statement that the employee has a right to a hearing on such charges if demanded within five (5) days after service of the notice to the employee;
6. A card or paper, the signing and filing of which with the District shall constitute a demand for hearing and denial of all charges.

E. **Hearing on Suspension, Demotion, or Dismissal of Permanent Classified Employees:** Not less than five (5) work days after receipt of a demand for a hearing by a permanent employee who has been given notice of a proposed suspension, demotion, or dismissal, a hearing shall be scheduled. The hearing shall take place before the Board of Trustees or hearing officer. If the Board decides to use a hearing officer, selection of the hearing officer shall be mutually agreed upon between CSEA and the District. The Board of Trustees, or a hearing officer, shall hold such hearing at a time and place designated by the Board. The employee shall

be given at least five (5) days written notice of the time and place of a hearing unless such notice is specifically waived by him/her. The employee and the school administration shall be afforded equal opportunity to present evidence. If a hearing officer is used, the Board of Trustees will review the hearing officer's decisions within ten (10) business days. The Board of Trustees shall render its decision, which shall be final.

**F. Waiver of Hearing on Suspension, Demotion, or Dismissal of Permanent**

**Classified Employees:** If the employee fails to make a timely request for a hearing, the Board of Trustees may act upon such charges without a hearing and without notice to the employee of the time and place of the Board's meeting to act on the charges.

**G. Disciplinary Penalties Imposed by the Board:** If the Board of Trustees finds that sufficient cause exists, it may impose disciplinary action proposed by the Superintendent, or his/her designee, or it may impose a lesser disciplinary penalty.

**H. Immediate Demotion or Suspension Without Pay of Permanent Classified**

**Employees:** The Superintendent or his/her designee may immediately demote or suspend a permanent employee without pay pending a Board of Trustees hearing, when in the best interest of the District, providing a notice of proposed disciplinary action has been served upon the employee.

**I. Pre-Disciplinary Written Warnings/Reprimands**

A copy of any formal letter of warning, counseling, or reprimand shall be provided to the Union if Union representation has been requested by the employee or the employee consents in writing to the release of the document to the Union.

**ARTICLE 22: HEALTH AND WELFARE BENEFITS**

**A. Regular Employees Working Six (6) Hours or More**

1. For each Bargaining Unit member employed in a position assigned thirty (30) hours or more per week, excluding extra-/overtime hours, the District shall provide the following health and welfare benefits to the employee and his/ her eligible dependents, effective as follows:

a. **New employees:** On the first day of the month following the first day of active duty.

b. **Employees in the District whose eligibility results from an increase in hours:**

If the assignment begins in the current school year, on the first day of the month following appointment to and acceptance of the position, regardless of the date the employee actually assumes the duties of his/her new position.

If the assignment begins the next school year, benefits will begin the 1<sup>st</sup> of the month following the first day of active duty in the new school year.

c. Provision of the above benefits is contingent upon timely submission of completed enrollment forms by the employee to the Human Resources Department. Participation shall not be available on a retroactive basis if enrollment forms are not submitted prior to the first of the month for which eligibility was determined.

2. **The health and welfare benefits shall include the following:**

a. **Medical Insurance:**

Preferred Provider Medical Program. The benefits of the plan shall fully conform to specifications presented to and agreed upon by the Union during discussions leading to agreement on this provision.

The Bargaining Unit may select a different medical and/or prescription insurance plan for its members, effective October 1 of each year, unless a specific year is stipulated, from alternatives available with current plan provider and submitted by the District to CSEA by June 1 of each year, unless a specific year is stipulated, provided the Bargaining Unit has ratified the change and notified the

Human Resources Department by the deadline date provided in accordance with the Medical Plan Administrator guidelines. CSEA shall select three (3) plan designs from those available through the plan provider. In addition, the District and CSEA will mutually agree on the fourth plan design from those available through the plan provider. It is specifically agreed that, should CSEA fail to notify the District of a medical and/or prescription drug plan change by such deadline of each year, eligible Bargaining Unit members shall remain covered by their current medical and prescription drug plans as available through the current plan provider. Benefit changes will become effective the first day of any month following the applicable waiting period, as specified in the Plan Administrator guidelines.

b. **Dental Insurance:**

A District Self-Funded Incentive Dental Plan for employees and eligible dependents, featuring a scale of 70 - 100% payment of reasonable and customary fees for covered services. Effective October 1, 2001, the maximum annual benefit for each individual covered by this insurance shall be Two Thousand Dollars (\$2,000).

c. **Vision Insurance:**

A Vision Plan for the employee and eligible dependents, paying for authorized service on the basis of a schedule for eye examination, glass lenses, and frames.

d. **Life Insurance:**

A \$50,000 Basic Life Insurance Plan (plus Accidental Death and Dismemberment Plan) paying on the death of an employee under age 65, from any cause authorized by the plan provider, the amount of \$50,000 to the beneficiary named by the employee. Employees over age 65 shall be eligible for a reduced benefit amount as set forth in the policy established by the insurance company. Employees who choose to discontinue or terminate life insurance during an approved unpaid leave of absence may be subject to evidence of insurability satisfactory to the Life Insurance Company upon return to active work.



3. Eligible spouses and dependents who have medical, dental, and/or vision insurance benefits through employment other than the District shall use benefit plans from their employment as primary coverage.
4. Effective October 1, 2021, the maximum annual District contribution toward the total premiums for the above benefits shall be Thirteen Thousand and Forty Six Dollars (\$13,046) per employee.
5. Monthly payroll deductions shall begin with the October (i.e. the first month of the plan year) pay warrant for which total health benefit plan costs exceed the maximum District contribution, and shall be for the difference between the monthly total costs and the monthly maximum District contribution as defined above.

**B. Regular Employees Working Three (3) But Less than Six (6) Hours**

1. The District agrees to provide the following health and welfare benefits to each Bargaining Unit member employed in a position assigned at least fifteen (15) but less than thirty (30) hours per week, excluding extra-/overtime hours, and for a scheduled work year of nine (9) months of contracted working days or more per fiscal year. Each qualified employee will begin coverage as follows:
  - a. **New employees:** On the first day of the month following the first day of active duty.
  - b. **Employees in the District whose eligibility results from an increase in hours:**

If the assignment begins in the current school year, on the first day of the month following appointment to and acceptance of the position, regardless of the date the employee actually assumes the duties of his/her new position.

If the assignment begins the next school year, benefits will begin the 1<sup>st</sup> of the month following the first day of active duty in the new school year.
  - c. Provision of the above benefits is contingent upon timely submission of completed enrollment forms by the employee to the Human Resources Department. Participation shall not be available on a retroactive basis if enrollment forms are not submitted prior to the first of the month for which eligibility was determined.
2. **The health and welfare benefits shall consist of the following coverage:**
  - a. **Dental Insurance:**

A District Self-Funded Incentive Dental Plan for employees and eligible dependents, featuring a scale of 70 - 100% payment of reasonable and customary fees for covered services. Effective October 1, 2001, the maximum annual benefit for each individual covered by this insurance shall be Two Thousand Dollars (\$2,000).

b. **Vision Insurance:**

A Vision Plan for the employee and eligible dependents, paying for authorized service on the basis of a schedule for eye examination, glass lenses, and frames.

c. **Life Insurance:**

A \$50,000 Basic Life Insurance Plan (plus Accidental Death and Dismemberment Plan) paying on the death of an employee under age 65, from any cause authorized by the plan provider, the amount of \$50,000 to the beneficiary named by the employee. The District contribution to the premium for life insurance benefits shall be 100% of the cost.

Employees over age 65 shall be eligible for a reduced benefit amount as set forth in the policy established by the insurance company. Employees who choose to discontinue or terminate life insurance during an approved unpaid leave of absence may be subject to evidence of insurability satisfactory to the Life Insurance Company upon return to active work.

3. Eligible spouses and dependents who have dental and/or vision insurance benefits through employment other than the District shall use benefit plans from their employment as primary coverage.
4. Effective October 1, 2021, the maximum annual District contribution toward the total premiums for the above benefits shall be One Thousand Three Hundred and Sixty-Nine Dollars and Thirty-Two Cents (\$1,369.32). Monthly payroll deductions shall begin with the October (i.e., first month of the plan year) pay warrant for which total health benefit plan costs exceed the maximum District contribution, and shall be for the difference between the monthly total costs and the monthly maximum District contribution as defined above.

**C. Retirees**

1. Effective July 1, 2007, for retirees under age 65 meeting the following criteria, the District will contribute one hundred percent (100%) of the maximum contribution for

active employees toward the premium for the current District plan for medical and dental coverage only for the employee and dependents for a period of ten (10) years or until reaching age sixty-five (65), whichever comes first:

- a. Thirteen (13) years of service, the last five (5) years of service must be consecutive; and
  - b. Participating in the District group medical insurance program as in Section A.2.a. above at the time immediately prior to retiring;
  - c. Age fifty-five (55) or older but not older than 64; and
  - d. Sign up for the appropriate plan immediately upon retirement without a break in coverage; and
  - e. Timely payment by retiree of his/her share of the premium as required by the District as a condition to remain eligible for this benefit.
2. Retirees who participated in the District's medical insurance program in accordance with Section 1. above who don't meet the service requirement, or who are 65 or older, will be allowed to continue their medical and dental insurance benefits at no cost to the District. Eligible retirees must pay the full cost of premiums as outlined by the District at the time of election of continuation, and as updated on a periodic basis.
  3. Upon attainment of age 65, all retirees and eligible dependents must enroll in Medicare Part B and in Medicare Part A, and pay the required Medicare premium(s), as a condition to continued participation in the District's medical group insurance.

Retirees who participated in the District's \$50,000 Basic Life Insurance Program retiring from the District at age 55 or older, but not older than 64; with at least 13 consecutive years of service may choose to continue to participate in the Basic Life Insurance Program until the attainment of age 65 at no cost to the District. Failure to make timely premium payments shall result in cancellation of insurance coverage.

## **ARTICLE 23: PAY AND ALLOWANCES**

- A. The 2020-2021 Classified Salary Schedule shall be increased by 3.5 and become the 2021-2022 Classified Salary Schedule.
- B. All new employees shall be placed on the salary schedule in a uniform manner.
  - 1. All new employees shall be rated in not higher than Step 2. Three (3) years of prior work experience in a similar job classification are required for Step 2 placement. The District with mutual agreement will have flexibility to go beyond Step 2 for hard to fill job classifications.
  - 2. An employee who is promoted to a higher classification shall be entitled to the lowest step in the higher range which exceeds the employee's rate of pay by a minimum of five percent (5%). This minimum five percent (5%) increase shall be based on what the employee would have earned during the twelve months following the date of the promotion including step advancement, if any, had s/he not been promoted.
- C. **Frequency:** Employees shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday or weekend, the paycheck shall be issued on the preceding workday.
- D. **Step Advancement:**
  - 1. Employees' step advancement date shall be July 1 of each year.
  - 2. New employees shall receive a step increase on July 1 if they were employed effective on or before December 31 of the preceding year.
- E. An employee regularly contracted to work in two (2) separate job classifications in one (1) fiscal year shall be paid for all hours in paid status at the range and step of the classification which is the higher of the two.

F. **Longevity Pay:** The District shall pay longevity pay for each employee who qualifies as follows:

1. Full-time employees shall receive annual longevity pay when they complete milestone years of service as indicated below:
  - a. Fifteen (15) years: One Thousand One Hundred Twenty-Five Dollars (\$1,125)
  - b. Twenty (20) years: Two Thousand Two Hundred Fifty Dollars (\$2,250)
  - c. Thirty (30) years: Three Thousand Three Hundred Seventy-Five Dollars (\$3,375)
2. Part-time employees shall receive the appropriate pro rata share when they complete milestone years of service:
3. Employees shall receive longevity pay on July 1 if they reached one of the above milestones on or before December 31 of the current year.

G. **Bilingual Stipend:** Any employee who is required to use a second language from time to time in his/her regular assignment and who has demonstrated competency in the second language as established by the District shall receive a stipend in accordance with the following schedule. Said payments shall be paid each month on a one-twelfth (1/12) basis for each twelve (12) month employee, on a one-eleventh (1/11) basis for each eleven (11) month employee, and on a one-tenth (1/10) basis for each ten (10) month employee as part of the employee's regular monthly paycheck. Eligibility for said stipend shall commence on the first of the month following the completion of demonstrated competency. Stipend payment is not to be considered a part of the employee's regular rate of pay.

**BILINGUAL STIPEND SCHEDULE**

8 hour employee.....	\$400 per year
7 hour but less than 8 hour employee.....	\$350 per year
6 hour but less than 7 hour employee.....	\$300 per year

5 hour but less than 6 hour employee .....	\$250 per year
4 hour but less than 5 hour employee .....	\$200 per year
3 hour but less than 4 hour employee .....	\$150 per year
2 hour but less than 3 hour employee .....	\$100 per year
1 hour but less than 2 hour employee .....	\$ 50 per year

- H. **Out of Classification Work:** An employee who temporarily performs the essential functions of a higher classification shall be entitled to the lowest step in the higher range which exceeds the employee's rate of pay by a minimum of five percent (5%).
- I. Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Union and the District.
- J. **On-Call Bus Driver Stipend.** For a limited number of classified employees who work within the District and who serve in classifications other than those positions requiring a School Bus Driver's License Certification, but who are willing to obtain the required training and licenses to operate a school bus and serve as an on-call Bus Driver as needed, the District will pay a stipend of One Thousand Dollars and No Cents (\$1,000) per year to each employee. The number of on-call Bus Drivers needed and eligibility for the stipend shall be evaluated and determined by the District at the commencement of each school year.
- K. **LVN Licensure Incentive:** Any Health Care Assistant (or Bilingual Health Care Assistant) who secures and maintains a valid California Licensed Vocational Nurse (L.V.N.) licensure shall be entitled to a five percent (5%) incentive increase in his or her hourly rate of pay for all hours worked. The five percent (5%) incentive increase will become effective the first of the month following documentation and receipt of a California L.V.N. license and

will remain in effect as long as a valid L.V.N. license is maintained. The employee is responsible to provide annual verification to the District of a current L.V.N. licensure in order to receive the incentive.

## **ARTICLE 24: TRANSPORTATION**

### **A. Route Assignments**

1. Routes shall be bid annually in accordance with District seniority. Routes shall be re-bid by seniority between the 2<sup>nd</sup> and 4<sup>th</sup> week of the school year.
2. New routes during the school year shall be offered to regular Bus Drivers in order of seniority. If no Bus Driver accepts the route, it shall be filled in accordance with standard procedures.
3. Seniority shall be established in accordance with the provisions of this bargaining agreement and shall be based on the date of hire into the District.
4. All vehicle assignments shall be made by the Transportation Supervisor.

### **B. Additional Hours**

1. **Permanent Work Increase.** Additional work that requires, or results in, a permanent increase of hours assigned to a route shall be offered in accordance with Article 12, Section N., Increase in Hours.
2. **Assignment Boards.** Assignment boards shall be maintained for the following:
  - a. Regular Routes
  - b. Extra Trips
  - c. Weekend and Holiday Trips (student non-attendance days).
  - d. The assignment boards (2.b. and c. above) shall list the Bus Drivers in descending order of seniority.
  - e. Employees assigned only to the Bus Driver classification shall be given first right of refusal for extra trips.
3. **Extra Trip Assignments - General Provisions**
  - a. Extra trips for the following week shall be reviewed once a week on a day designated by the Transportation Supervisor.

- b. Bus Drivers shall select extra trips in order of rotating seniority and in accordance with Highway Patrol Handbook, Section 82.7.

The Sixteen Hour Rule: The driver of a school bus shall not drive more than ten (10) hours within a work period or drive after sixteen (16) consecutive hours have elapsed since first reporting for duty.

- c. Extra trips for which information was not available at the time of the weekly selection shall not change the selections made at the weekly meeting and shall be offered to the most senior available Bus Driver(s).
- d. A special assignment refused by an available Bus Driver to whom it was offered shall be counted in the rotation order.
- e. Drivers who are absent from the trip bid meeting and make no provisions to select an assignment either through the supervisor, dispatcher or a co-worker will lose their place in rotation for that bid day.
- f. No driver shall be assigned special temporary work if the assignment, when added to his/her regular driving duties, would exceed the maximum driving time permitted by law.
- g. A Bus Driver whose special assignment has been canceled shall be offered the next available trip, regardless whether cancellation occurred before or after departure.
- h. A bus driver who turns back a trip for any reason will skip their first turn at the next trip bid meeting. The District shall offer a turned back trip to the most senior available bus driver; however, an employee's decision to accept or decline a turned back trip shall not affect the rotational order at the next regular bid meeting.

#### 4. **Weekend/Holiday and Summer School Trips**

- a. A weekend is defined as commencing at 12:01 a.m. on Saturday and ending at 12:01 a.m. on Monday.
- b. Additional work available on weekends and holidays shall be offered on a rotating basis to only Bus Drivers available for the assignment.



- c. Summer School contract assignments available during summer recess shall be offered on a seniority basis to only Bus Drivers available for the assignment(s).
- d. Whenever possible, the Bus Driver shall be notified a minimum of five days in advance of the trip.

**5. Driver Emergency Assignment Cancellation**

In the event a Bus Driver who has already accepted a trip in accordance with the provisions of this Agreement finds it necessary to cancel that trip due to an emergency situation, the following special provisions shall apply:

- a. The Bus Driver shall immediately contact the Transportation Supervisor, his/her designee, or, under extreme circumstances, other management personnel, to advise of the emergency. This contact shall be made immediately upon knowledge of the emergency.
- b. The Transportation Supervisor or his/her designee shall reassign the trip to the most senior available bus driver.

**C. Compensation**

**1. Split-Shift Differential.**

- a. The District shall pay a seven percent (7%) shift differential premium for all regularly assigned shifts which contain one (1) or more periods of unpaid time of ninety (90) minutes or more.
- b. The District shall pay a seven percent (7%) shift differential for all regularly assigned contracted summer school shifts which contain one (1) or more periods of unpaid time of ninety (90) minutes or more.

**3. Canceled Trips.** If a special assignment is canceled after the assigned driver has left for the pick-up/departure point, the driver shall receive compensation in accordance with Article 12, Section I., Minimum Call-In Time.

**4. Extra trips after the regular workday.** Drivers who select extra trips after their regular work day will continue “on the clock” if the time between the end of their regular work day and the start of the extra trip is one hour or less. Drivers will remain “on the clock” and on duty. If a 15 minute paid break is necessary, it will

be assigned by the managing supervisor. The driver will be given job assignments during the “wait” time.

**D. Contracting Out Work**

1. Special trips for which both a Bus Driver and a bus are available shall not be contracted out by the District, except as noted below.
2. When student comfort, equipment/luggage storage, rest room facilities, and other related conditions need be considered, the District will consult with the Union prior to deciding to contract out the service.

**E. License Renewal**

The District will pay for normal and customary fees associated with the renewal of the required license, "Commercial Driver License Class B", CHP Special Certificate Testing, and commercial license medical exam for employees assigned to transportation duties on a regular or substitute basis. This provision shall not apply to any fees, charges, or fines resulting from a suspension or revocation of a license caused by the employee's negligent or unlawful operation of a vehicle or other unlawful behavior. Normal and customary fees for a medical exam means those fees and costs incurred directly by the employee and not reimbursable through other means such as medical insurance or other 3<sup>rd</sup> party provider and will be limited to the fees charged at a District designated facility for the DOT medical exam required to hold a commercial license with a bus driver special certificate.

**F. Bus Driver Special Certificate Training**

Any District employee who has a school bus special driver certificate who participates in District approved training outside his or her regular work hours shall be paid his/her regular hourly rate up to a maximum of 10 hours.

**G. Foggy-Day Work Schedule**

1. On any foggy school day, all Bus Drivers shall check Channel 18 (PBS) at 6:20 a.m. for the District's foggy-day bus schedule announcement.
  - a. If there is no announcement, Drivers shall report to work as normally scheduled.
  - b. If a “Plan A” schedule is announced (two-hour bus delay), Drivers shall report to work two (2) hours after their normal starting time.]

2. If on any foggy school day, a “Plan A” bus schedule is in effect but no announcement was made at 6:20 a.m. on Channel 18, Drivers who report to work as normally scheduled shall either:
  - a. Return home and report back to work two (2) hours after their normal starting time, and receive regular wages for one-half extra hour; or
  - b. Remain at work for extra duties and receive regular wages for two (2) additional hours that day.

#### **H. Alcohol and Drug Testing**

1. All employees who operate a District school bus on a regular or occasional basis are subject to drug and alcohol testing as provided in Board Policy 4212.42 and related Administrative Regulations, copies of which shall be made available to the employees.
2. District’s drug and alcohol testing program applicable to employees shall be in compliance with federal regulations (Title 49, Part 382, Code of Federal Regulations) except as otherwise provided in Board Policy 4212.42 and this Agreement.

#### **3. COST OF TESTS AND ASSOCIATED SERVICES**

The cost of all drug and alcohol tests shall be borne by the District except under the following circumstances:

- a. All costs associated with post-accident and reasonable-suspicion tests that result in a verified positive result shall be paid for by the employee.
- b. If an employee requests a secondary analysis of a split sample, after the primary test in a random testing procedure resulted in a positive reading, and the secondary analysis confirms the positive result, the employee shall pay for the cost of the secondary split-sample test.
- c. All costs above the cost of normal specimen collection and lab testing fees associated with the determination that a positive test result is caused by an employee’s use of a therapeutic drug or medicine containing alcohol or controlled substances shall be borne by the employee if the employee failed to provide the required advance notification and medical attestation about the use and effect of such drugs/medicine to the District at the time such

drugs/medicine were prescribed by the employee's physician or purchased over-the-counter by the employee.

4. RANDOM SELECTION

Employees on approved or authorized leave on the date of random-selection testing shall not be recalled for the purpose of alcohol or controlled substance testing, but may be directed to the test site by the District, upon their return to duty, on any alternate testing date selected by the District.

5. RELEASED TIME

- a. All employees subject to alcohol or drug testing shall be released from duty without loss of pay for the purpose of alcohol or controlled substance testing.
- b. Released time shall be limited to the amount of time reasonably necessary for prompt compliance with District directives for specimen donation or a breath test at the District-designated facility.

6. TRANSPORTATION TO/FROM COLLECTION SITE

- a. Employees may submit claims for reimbursement of mileage incurred on their personal vehicles for travel to/from the specimen collection site for drug/alcohol testing purposes. Such mileage reimbursement claims may be submitted either on a quarterly basis by the 15th day of January, April, July, and October; or annually by June 1st.
- b. An employee who is suspected of being under the influence of alcohol or drugs shall be escorted to and from the specimen collection site by a member of management, who shall drive the vehicle for that purpose.
- c. An employee whose breath alcohol test is determined to exceed the threshold of .02 shall remain at the collection site and contact his/her management supervisor for return transportation to his/her work site.

7. MANDATORY LEAVE

- a. Employees for whom a reasonable-suspicion determination has been made shall be placed on paid administrative leave immediately after such determination and until test results are available.

- b. Employees who are involved in an accident while driving for the District which resulted in a fatality, or for which the employee was cited by law enforcement officials with a moving violation, shall be placed on paid administrative leave until test results are available.

8. REPRESENTATION

Employees shall be accompanied by a CSEA representative to any meeting scheduled by Management for the purpose of notifying the employee of a verified positive test result for alcohol or drugs, or related disciplinary proceedings.

## ARTICLE 25: SEVERABILITY

- A. **Savings Clause:** In the event there exists any applicable law, rule, regulation, or order issued by governmental authority, or final judgment of a court of competent jurisdiction, which deems any provision contained herein invalid, all other remaining provisions shall remain in full force and effect.
- B. **Replacement for Severed Provisions:** In the event a provision contained herein be deemed invalid as described in "A" above, the District and the Union shall meet within thirty (30) days to negotiate a successor provision provided the subject matter is within the scope of collective bargaining as defined by the Educational Employment Relations Act (EERA) and the Public Employment Relations Board (PERB).

## **ARTICLE 26: STAFF DEVELOPMENT AND TRAINING**

The District recognizes that classified staff does essential work that supports a healthy school environment and the educational program. Classified staff shall have opportunities to participate in staff development activities in order to improve job skills, learn best practices, retrain as appropriate in order to meet changing conditions in the district, and/or enhance personal growth.

The District shall involve classified staff in the development of the District's staff development program. The District shall ensure that the staff development program is aligned with District goals, school improvement objectives, the local control and accountability plan, and other district and school plans.

The District and CSEA shall utilize the Meet and Consult process to:

- A. **Evaluate and develop staff education and training programs, On-The-Job Training and Self-Developments** for recommendation to the Superintendent for approval and implementation.
- B. Evaluate and identify training needs, investigate sources of training/education programs and disseminate information on availability of training/education programs.
- C. Review and evaluate requests from employees to attend trainings and professional development opportunities outside of the District that are aligned with District goals, school improvement objectives, the local control and accountability plan, and other District and school plans.
- D. Employees permitted to attend these professional development and training opportunities shall suffer no loss of pay or leave to attend.
- E. Approval of all training requests shall be contingent upon availability of funds as determined by the District. For the 2020-21 year, the District shall allocate the balance from the AB 1808 Classified Employees Professional Development Block Grant (2018) of \$3,000 to utilize for classified bargaining unit member professional development opportunities. Unused funds, if any, will be carried over from one year

to the next during the term of this agreement. These AB 1808 funds shall not be used for training or professional development that is required to maintain qualifications for employment (for example, updating CPR, certificates, required training for bus drivers, etc.).



## **ARTICLE 27: EFFECT OF AGREEMENT**

- A. The duration of this Agreement is July 1, 2020 through June 30, 2023.
- B. It is the intent of the parties that this Agreement set forth the full and entire understanding of the parties regarding all matters set forth herein, and any prior to existing understanding or agreements by or between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety.
- C. Unless otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its rights to meet and negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein, or with respect to any matter not covered herein, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they met and negotiated this Agreement, and even though any such subject or matter was proposed and later withdrawn.
- D. District and/or Union may re-open negotiations for the 2021-2022, and/or 2022-2023 school years over Pay and Allowances (Article 23) and/or Health and Welfare Benefits (Article 22), and two additional Articles each.