

HICKMAN COMMUNITY CHARTER DISTRICT

CLASSIFIED CONTRACT



2022-2023

TABLE OF CONTENTS

<u>Article I Recognition</u>	7
1.1 Acknowledgments	
<u>Article II No Discrimination</u>	7
2.1 Discrimination Prohibited	
2.2 No Discrimination on Account of Association Activity	
<u>Article III Due Check off</u>	7
3.1 Check off	
3.2 Deductions	
<u>Article IV Evaluation & Personnel Files</u>	8
4.1 Personnel Files	
4.2 Evaluations	
<u>Article V Organizational and Employee Rights</u>	8
5.1 Association Rights	
5.2 Distribution of Contract	
5.3 Job information	
5.4 Call Back Packet	
<u>Article VI Elected Classified Representative/Negotiator</u>	9
6.1 Purpose	
6.2 Selection of Elected Classified Representative/Negotiator	
<u>Article VII Definitions</u>	10
7.1 Fiscal Year	
7.2 Incumbent	
7.3 Short Term Employee	
7.4 Substitute Employee	
7.5 Superintendent	
7.6 Principal/Director	

- 7.7 Working Day
- 7.8 Teacher-in-charge
- 7.9 Day
- 7.10 Transfer
- 7.11 Nuclear Family
- 7.12 Immediate Family
- 7.13 Promotion
- 7.14 Volunteer Aides:

Article VIII Hours and Overtime 12

- 8.1 Work Week
- 8.2 10 Hours Workday
- 8.3 Workday
- 8.4 Assigned Time Adjustment
- 8.5 Hour Increase
- 8.6 Lunch Periods
- 8.7 Rest Facilities
- 8.8 Overtime
- 8.9 Minimum Call-In/Call-Back
- 8.10 New Position
- 8.11 Posting of Notices

Article IX Pay and Allowances 13

- Regular Rate of Pay
- 9.1 Mileage
 - 9.2 Payroll Errors and Lost Checks
 - 9.3 Compensation for an Employee Out of Classification

Article X Employee Expenses and Materials 14

- 10.1 Tools
- 10.2 Physical Examinations

Article XI Health and Welfare Benefits 15

- 11.1 Employee Insurance
- 11.2 Eligibility
- 11.3 School Terms

11.4 Buyout

Article XII Holidays 16

- 12.1 Holidays Schedule
- 12.2 Additional Holidays
- 12.3 Saturday/Sunday Holidays
- 12.4 Holiday Eligibility
- 12.5 Term Employees

Article XIII Vacation Plan 17

- 13.1 Eligibility
- 13.2 Paid Vacation
- 13.3 Accumulation
- 13.4 Holidays During Vacation
- 13.5 Interruption of Vacation for Sick Leave, Etc.
- 13.6 Vacation Pay
- 13.7 School Term Employees

Article XIV Leaves 18

- 14.1 Sick Leave
- 14.2 Catastrophic Leave
- 14.3 Other Sick Leave
- 14.4 Accidents
- 14.5 Personal Necessity Leave
- 14.6 Bereavement Leave
- 14.7 Military Leave
- 14.8 General Leave
- 14.9 Jury Duty Leave
- 14.10 Personal Leave
- 14.11 Business Leave

Article XV Disciplinary Action 21

- 15.1 Disciplinary Action
- 15.2 Reasons For Disciplinary Action
- 15.3 Suspending Employee
- 15.4 Procedures for Disciplinary Action

15.5 Limitations

Article XVI Grievance Procedure 23

16.1 Policy

16.2 Definitions

16.3 Procedure

Article XVII Safety 25

17.1 District Compliance

Article XVIII Severability 25

18.1 Savings Provision

18.2 Request to Meet

Article XIX Layoff and Reemployment 25

19.1 Reasons for Layoffs:

19.2 Order of Layoff / Determination of Seniority

19.3 Length of Service

19.4 Seniority for Layoffs

19.5 Use of Short-term Employee

19.6 Layoff Notice

19.7 Notice of Layoff:

19.8 Voluntary Demotion

19.9 Salary Placement for Employees When Displaced

19.10 Use of Volunteer Aides

19.11 Reemployment Rights and Procedures

19.12 Reemployment Column and Step Placement

19.13 Sick Leave Benefits

19.14 Vacation

19.15 Health and Welfare Benefit

19.16 Paid Leave

Article XX Negotiations 27

20.1 Notification

- 20.2 Commencement
- 20.3 Release Time
- 20.4 Ratification
- 20.5 Duration

Article XXI Controlled Substance Testing 28

- 21.1 Employees Subject to Drug Testing Program
- 21.2 Conditions for Testing
- 21.3 Testing Procedures
- 21.4 Prohibited Standards for Substance Abuse
- 21.5 Steps of Consequences for Prohibited Conduct
- 21.6 Conditions of Employment
- 21.7 Procedures for Testing Positive
- 21.8 Confidentiality
- 21.9 Nothing in Article

Article XXII 30

- 22.1 Agreement
- 22.2 Intermediate
- 22.3 Signed

Attachments:

- "A" Refusal to Consent for Controlled Substance Testing 32
- "B" Consent for Controlled Substance Testing 33
- "C" Authorization for Release of Medical Information 34

ARTICLE I RECOGNITION

1.1 Acknowledgments:

District hereby acknowledges that Classified Association of Hickman Community Charter District is the exclusive bargaining representative for all classified employees holding positions described in Appendix A, attached hereto and incorporated by reference as part of this Agreement. All newly created positions, except those that lawfully are Certificated, Management, Confidential, or Supervisory, shall be assigned to the bargaining unit. Disputed cases may be submitted to the PERB for resolution. The Bargaining Unit may be expanded to other classes by mutual agreement of the District and the Association subject to the Rules of PERB.

ARTICLE II NO DISCRIMINATION

2.1 Discrimination Prohibited:

No employee in the bargaining unit shall in any way be favored or unlawfully discriminated against in wages, hours or other terms and conditions of employment because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status and, to the extent prohibited by law, no person shall be unlawfully discriminated against because of age, sex, or physical handicap.

2.2 No Discrimination on Account of Association Activity:

Neither the District nor the Association shall interfere with, intimidate, restrain,

coerce, or unlawfully discriminate against employees because of the exercise of rights to engage or not to engage in Association activity.

ARTICLE III DUES CHECKOFF

3.1 Check Off:

The Association shall have the sole and exclusive right to have membership dues deducted for employees in the classified bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for said dues.

3.2 Deductions:

The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings, bonds, charitable donations, or other plans or programs jointly approved by the Association and the District.

ARTICLE IV EVALUATIONS AND PERSONNEL FILES

4.1 Personnel Files:

4.1.1 The personnel file of each employee shall be maintained at the District's central administration office.

4.1.2 Information of a derogatory nature shall not be entered into or filed unless and until the employee is given notice and an opportunity to review and comment. An employee shall have the right to enter, and attach to any such derogatory statement, his/her own comments. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.

4.1.3 All personnel files shall be kept in confidence and shall be available on an as-needed basis.

4.2 Evaluations:

No evaluation of any employee shall be placed in a personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations shall be based upon direct observation. A negative evaluation shall include recommendations for improvement and provisions for assisting the employee in implementing any recommendations made.

ARTICLE V ORGANIZATIONAL AND EMPLOYEE RIGHTS

5.1 Association Rights:

The Association shall have the following rights in addition to the rights contained in any other portion of this Agreement:

5.1.1 The right of access at reasonable times to areas in which employees work, for the purpose of representing bargaining unit members on grievances and matters related to the Educational Employment Relations Act.

5.1.2 The right to use, without charge, institutional bulletin boards, mailboxes, and the use of the school mail systems and other District means of communication for the posting or transmission of information or notices concerning Association matters.

5.1.3 The right to receive, upon request, copies of any material related to wages, hours, and other terms and conditions of employment which may be relevant for the Association to fulfill its duties and obligation as the exclusive representative of bargaining unit employees covered by this Agreement.

5.2 Distribution of Contract:

Within thirty (30) days after the execution of this contract, the District shall print or have duplicated and provide copies of this Agreement to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of the Agreement shall be provided with a copy of this Agreement by the District at the time of employment.

5.3 Distribution of Job Information:

Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description. New employees hired after the ratification date of this Agreement shall receive a copy of a job classification. All incumbent employees shall receive a job description within ninety (90) days of the ratification of this Agreement.

5.4 Call Back Packet should include:

- Welcome back letter
- A copy of the Contract

A minimum of the following will be covered:

- Starting day
- Hours
- Job Title
- An appointment time to discuss: job description & responsibilities (Where employee is assigned to work yard duty, classroom aide, cafeteria, etc)
- Wages (Step and column employee is on)

ARTICLE VI ELECTED CLASSIFIED REPRESENTATIVE/ NEGOTIATOR

6.1 Purpose:

The District recognizes the need and affirms the right of the Association to designate an Elected Classified Representative from among employees in the unit. It is agreed that the Association, in appointing such 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.

6.2 Selection of Elected Classified Representative:

The Association reserves the right to designate the number and method of selection of Elected Classified Representative. The Association shall notify the District in writing of the names of the Elected Classified Representative and the group they represent. If a change is made, the District shall be advised in writing of any such change.

ARTICLE VII DEFINITIONS

7.1 "Fiscal Year" is July 1 through June 30.

7.2 "Incumbent" is an employee assigned to a position and who is currently serving in or on
leave from that position.

7.3 "Temporary employee" is a person hired for a specific temporary project of limited duration which when completed shall no longer be required.

7.4 "Substitute employee" is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.

7.5 "Superintendent" is the chief administrative officer of the school district.

7.6 "Principal/Director" is the chief administrative officer of the school site.

7.7 "Working day" are those days and hours defined in the individual employee's work calendars. These calendars must be pre-approved by site administrators and/or immediate supervisors.

7.8 "Teacher-in-charge" is a designated teacher who assumes administrative

responsibility in the absence of the "Principal/Director".

7.9 "Day" is designated time when any employee is required to work, i.e., 3.5 hours, or 5 hours, or any option.

7.10 "A Transfer" is a change of work site or assignment of a bargaining unit member without a change in classification.

7.11 "Nuclear Family" is defined as spouse, son, daughter, mother, father, mother-in-law, father-in-law, including step or foster of the aforementioned and any person employee has legal guardianship of.

7.12.1 Immediate Family" is defined as spouse, mother, father, sister, brother, daughter, son, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, step-parent, step-son, step-daughter, foster son, foster daughter, brother-in law, sister-in-law, or any relative of either spouse living in the immediate household of the employee, and any person employee has legal guardianship of.

7.12.2 Promotion" is a change in the assignment of a bargaining unit member from one position in one classification to a position in another classification at a higher salary rate.

7.12.3 Volunteer Aides" Any person may be permitted to serve as a nonteaching volunteer aide under the immediate supervision and direction of certificated personnel of the District to perform non-instructional work which serves to assist such certificated personnel in performance of teaching and administrative responsibilities. Such a nonteaching volunteer aide shall not be an employee of the District and shall serve without compensation of any type or other benefits accorded employees of the unit.

7.12.4 In House Employee" is an employee in a permanent regular position (not time card).

ARTICLE VIII HOURS AND OVERTIME

8.1 Work Week:

The workweek, for purposes of calculating overtime, shall be of eight (8) hours per day, forty (40) hours per week. This article shall not restrict the extension or readjustment of the regular workday or workweek on an overtime basis when such

is necessary to carry on the business of the District, except as provided for in Section 8.9 herein.

8.2 10 Hour Workday:

The District may establish a 10 hours per day, 40 hour, four consecutive day work week for all or certain classes of its employees, or for employees within a class when, by reason of the work location and duties actually performed by such employees, their services are not required for a workweek of five consecutive days, provided the establishment of such a work week has the concurrence of the concerned employee, class of employees, or classes of employees as ascertained through the Association.

8.3 Work Year:

The work year shall be defined as follows:

180-190 work days = 10 months

191-214 work days = 11 months

215+ work days = 12 months

Employees working less than 180 days shall earn sick leave on a percentage basis

Example: $144 \text{ work days} / 180 \text{ school days} = 80\%$ or 8 sick leave days earned

8.4 Workday:

The length of the workday shall be designated by the site administrator for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.

8.5 Adjustment of Assigned Time:

Any employee in the bargaining unit who is assigned and works an average of fifteen (15) minutes or more per day in excess of his/her 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.

8.6 Increase in Hours:

When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee 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 in the class in descending order of bargaining unit seniority until the assignment is made.

8.7 Lunch Periods:

All employees covered by this Agreement shall be entitled to an uninterrupted unpaid lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full time employees at or about the midpoint of each work shift.

8.8 Rest Facilities:

The District shall make available at each work site adequate lunchroom, restroom, and lavatory facilities for classified employees' use.

8.9 Overtime:

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 (1-1/2) the regular rate of pay of the employee for all hours worked in an overtime status. Overtime is defined to include any time worked in excess of eight hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week.

8.10 Minimum Call-In and Call-Back Time:

Any employee called into work on a day when an employee is not scheduled to work or called back to work after completion of his/her regular assignment, shall be compensated for at least two (2) hours of work at the appropriate rate of pay.

8.11 New Position:

Bargaining unit members shall be given first consideration for any vacancy for which they meet the minimum qualification. First consideration means that current employees will be considered before any substitute or outside applicants. When two or more district employees request a transfer or promotion, the hiring committee will choose the employee that best fits the position and needs of the District.

Salary placement for column moves due to a promotion shall be as follows:

Moving one column = 3 % - 4.99% over what you would have been making if you had stayed on the column you were on.

(Example: An employee currently on D10 at \$13.58 moves to E9 at \$14.10 – a difference of \$.52 or 3.93%)

Moving 2 columns or more = 5% - 8% (administrators discretion) over what you would have been making if you had stayed on the column you were on.

(Example: An employee currently on F14 at \$17.14 moves to H10 at \$18.45 – a difference of \$1.31 or 7.64%)

8.12 Posting of Notices:

Notices of all bargaining unit job vacancies, which are to be filled, shall be advertised within the district by posting on employees' bulletin boards. Notice of bargaining unit job vacancies shall be mailed to all bargaining unit members via district mail or via U.S. mail during summer months. Any bargaining unit member may apply for the position by filing a written notice. The job vacancy notice shall remain posted for a period of five work days during which the bargaining unit member may file for the vacancy. The job vacancy notice shall include job title, hourly wage range, the deadline and location for filing to fill the vacancy. If the job vacancy remains unfilled the District may approach a bargaining unit member to apply. If the job is temporary the bargaining unit member can then return to their original duties.

ARTICLE IX PAY AND ALLOWANCES

9.1 Regular Rate of Pay:

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix "A".

9.2 Mileage:

Any employee required to use his/her vehicle on District business shall be reimbursed at a rate established by the Board of Education for all miles driven. The employee will receive his/her mileage reimbursement separately from his/her payroll warrant.

9.3 Payroll Errors and Lost Checks:

Any payroll check which contains an error resulting in insufficient payment for an employee, or which is lost after receipt, or which is not delivered within five (5) days of mailing, if mailed, shall be replaced and/or a supplemental check issued not later than five (5) working days following notice by the employee to the payroll department.

9.4 Compensation for an Employee "Working Out of Classification":

An employee may be required to perform duties inconsistent with those assigned to the position by the District for a period of more than five (5) working days out of fifteen (15) calendar day period, provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification. It is the intent of this section to permit the District to temporarily work employees outside of their normal duties but in so doing, to require that some additional compensation be

provided the employee during such temporary assignments.

9.5 Enrichment/Intervention and Non-Core Subject Instructor Pay:

A classified employee instructing students in enrichment / intervention and non-core subjects shall be paid at the rate of \$25.00 per hour.

9.6 Athletic Coach Pay:

Classified Athletic Coach pay shall be \$1,500 per sports team.

ARTICLE X EMPLOYEE EXPENSES AND MATERIALS

10.1 Tools:

The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties. The determination of reasonable necessity shall lie with the Board of Education.

10.2 Physical Examinations:

The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment at the District's appointed physician's rate. The District agrees to provide the same level of compensation should an employee wish to visit his/her own personal physician.

ARTICLE XI HEALTH AND WELFARE BENEFITS

11.1 Employee Insurance Coverage:

The Board shall provide employees insurance coverage with a benefit cap of \$10,800, the insurance programs will be medical, dental and vision.

11.2 Eligibility:

All employees who work in the bargaining unit six (6) hours a day or thirty (30) hours per week, or 1080 hours per year or more, shall be covered under the programs provided in Section 11.1 above. Employees shall be enrolled in insurance programs on the first of the month following fulfillment of eligibility requirement. Any permanent employee that works less than 6 hours a day, or less

than 30 hours per week, or less than 1,080 hours per year, and wishes to purchase insurance may do so on a pro-rated basis.

4 hours average per day is eligible for 50% of the allowable cap
5 hours average per day is eligible for 75% of the allowable cap
6 hours average per day is eligible for 100% of the allowable cap

11.3 Requirement to Purchase Medical Benefits

All employees hired after December 31, 2011 working .90 FTE or more (8 hours X .90 = 7.2 hours) will be required to purchase medical insurance through the SISC JPA per their requirements. The cash buy-out option will no longer be available to those hired after December 31, 2011.

11.4 School Terms:

It is understood that school term employees (10 months) are covered for the full twelve (12) month calendar year under the programs listed in 11.1 above.

11.5 Buyout:

It is understood that permanent employees hired prior to December 31, 2011 that work a minimum of six (6) hours a day, or thirty (30) hours per week, or 1080 hours per year, are eligible for a buyout of \$7,000 in lieu of insurance coverage if they so choose. Effective July 1, 2022, the district will pay for the full cost of Dental and Vision coverage for full time employees that have opted for the grandfathered buy out.

ARTICLE XII HOLIDAYS

12.1 Scheduled Holidays:

The District agrees to provide employees in the unit with the following paid holidays:

- 12.1.1** New Year's Day - January 1
- 12.1.2** Martin Luther King Day
- 12.1.3** Lincoln Day - February 12
- 12.1.4** President's Day - Third Monday in February

- 12.1.5** Friday of Spring Recess
- 12.1.6** Memorial Day - Last Monday in May
- 12.1.7** Independence Day - July 4
- 12.1.8** Labor Day - First Monday in September
- 12.1.9** Veteran's Day
- 12.1.10** Thanksgiving Day
- 12.1.11** Friday following Thanksgiving Day in lieu of Admission Day
- 12.1.12** Christmas Day - December 25

12.2 Additional Holidays:

Every day declared by the President or Governor of the State as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under the Education Code shall be a paid holiday for all employees in the bargaining unit.

12.3 Holidays on Saturday or Sunday:

When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday. The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

12.4 Holiday Eligibility:

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

12.5 Term Employees:

School term employees (10 month) shall be paid for Christmas and New Year's Day above.

ARTICLE XIII VACATION PLAN

13.1 Eligibility:

All employees shall earn vacation time with full pay under this Article. Vacation benefits are earned on a fiscal year basis (July 1 through June 30).

13.2 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. Where desired by the employer, the paid vacation shall be granted in the fiscal year in which it is earned.

13.3 Accumulation:

Vacation time shall be earned and accumulated based on the follows schedule:

- From 0 to five (5) years of service - 10 days per year.
- From six (6) to ten (10) years of service - twelve (12) days per year.
- From eleven (11) to fifteen (15) years of service - 15 days per year.
- Beginning with the 16th year of service - 20 days per year.

13.4 Holidays During Vacation:

When a holiday falls during the scheduled vacation of any employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

13.5 Interruption of Vacation for Sick Leave or Bereavement:

An employee shall be permitted to interrupt or terminate vacation leave in order to begin either sick leave or bereavement leave provided the employee supplies notice and supporting information regarding the basis for such interruption or termination to the District.

13.6 Vacation Pay Upon Termination:

When an employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

13.7 School Term Employees:

School term employees may utilize vacation days during regular holiday periods.

ARTICLE XIV LEAVES

14.1 Sick Leave:

14.1.1 An employee shall be granted one (1) day of leave of absence for illness,

quarantine, or injury with full pay for each month of service.

14.1.2 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of service with the District. Employees who have used more sick leave than they have accrued at time of termination shall have those extra unearned days deducted from their final check.

14.1.3 Pregnancy shall be treated as an illness for the purposes of sick leave.

14.1.4 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

14.1.5 The employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5 or its successor, if the employee is filing a request for retirement.

14.2 Catastrophic Leave Program:

Classified Employees may donate their accumulated sick leave to another Classified Employee: When an employee or a member of his/her nuclear family (as defined in article 7.11) experiences a catastrophic illness or injury which requires the employee to take extended time off from work and the employee has exhausted all available sick leave and other paid time off, he/she may request donations of accrued vacation or sick leave credit.

14.2.1 Eligibility

- a.** All employees shall be eligible to donate or receive catastrophic leave.
- b.** Classified employees may only donate to classified employees.
- c.** An employee becomes eligible to receive catastrophic leave donation when the employee has exhausted all his/her accrued leave as a result of a verifiable long term illness or injury affecting the employee or his/her nuclear family members. A long term absence for purposes of defining eligibility shall be an absence which initially exceeds fifteen consecutive work days.
- d.** Request for receipt of catastrophic leave donation will be processed by the Business Office.
- e.** Employee shall provide verification of the catastrophic illness or injury.

Verification shall be made by means of a letter, including a brief statement of the nature of the illness or injury, probable duration of the illness or injury, dated and signed by the employee's physician or physician treating family member.

14.2.2 Donation procedure

- a.** Donation of leave will be strictly voluntary; the identity of leave donors will be held in absolute confidence.
- b.** Employees may donate accrued sick leave.
- c.** Classified employees donation shall be in hourly increments not to exceed 16 hours per school year for each eligible recipient.
- d.** Classified employees may donate to one or more classified employees per year.
- e.** Donors must have an overall accrued sick leave balance of fifteen (15) days.
- f.** Once donated to an individual, donated leave is irrevocable.
- g.** Donation authorization forms will be available in the Business Office.
- h.** Employees wishing to donate time will submit donation authorization forms to the Business Office. Donation authorizations which do not contain all requested information shall not be processed.
- i.** Donated credits will be available for use by the recipient on the next payday which falls at least 14 days after the date of submission to the Business Office.
- j.** Donation authorizations will expire after 12 consecutive months if not used and will be placed in a pool that will be available to the next eligible employee who request catastrophic leave.
- k.** Upon receipt of donation authorizations, the Business Office shall take the following actions:
 - Notify donor and recipient of changes in leave balances.
 - Donated time is treated as sick leave accrued by recipient of donation.
 - Donated time does not alter the employment rights of HCCD or the recipient, nor extend or alter limitations otherwise applicable to Leaves of Absence or Sick Leave, except as noted in this regulation.
 - Employees who are utilizing donated sick leave hours will continue to accrue sick leave as if in paid status. Such accrued leave time shall be used prior to additional use of donated catastrophic leave time.

14.2.3 Duration: Employees may use donated leave credits for a period not to exceed 12 consecutive months.

14.2.4 Sick leave so transferred shall be deducted and credited in whole (full) hours. There shall be no adjustment for individual salary differences.

14.3 Entitlement to Other Sick Leave:

Each employee shall once a year be credited with a total of not less than 100 working days of paid sick leave compensated at not less than 50 percent of the employees regular salary. The paid sick leave provided for under this article shall be used as a result of a verifiable long term illness or injury affecting the employee or his/her nuclear family members as defined in article 7.11 and shall be utilized after the exhaustion of the leaves provided in Sections 14.1 and 14.2.

14.4 Industrial Accident and Illness Leave:

In addition to any other benefits that an employee may be entitled to under the Worker's Compensation Laws of this State, employees shall be entitled to the following benefits:

14.4.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment, shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

14.4.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation Laws of this state, exceed the normal wage for that day.

14.5 Personal Necessity Leave:

Ten (10) days of sick leave may be used as personal necessity leave. These cumulative days do not require an explanation by the employee. Prior notification for absences is requested whenever possible and it is required whenever more than two (2) days will be taken at the same time.

Any additional days taken other than sick leave over the 10 days of personal necessity and the one day of no-tell will be a salary loss to the employee.

14.6 Bereavement Leave:

Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family as defined in article 7.12. The leave shall be for a period of three (3) days if travel is required in state, five (5) working days if travel is required out of state or travel in excess of three hundred (300)

miles one way.

14.7 Military Leave:

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

14.8 General Leaves:

A leave of absence may be granted to an employee on a paid or unpaid basis at any time upon terms acceptable to the District.

14.9 Jury Leave:

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meals, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

14.10 Personal Business Leave:

Each employee shall be entitled to one (1) day of paid leave for the purposes of conducting personal business. This day shall not be subtracted from sick leave accumulated, but the leave is non-cumulative from year to year. Personal Business Leave must have prior approval with at least twenty-four (24) hours advance notice required. Personal Business Leave may not be used to extend vacation or holiday periods.

ARTICLE XV DISCIPLINARY ACTION

15.1 Disciplinary Action:

Discipline shall be imposed on permanent employees only for just cause. "Disciplinary action" includes any action whereby an employee is deprived of any classification or any incident of any classification in which he has permanence, including, but not limited to, dismissal; suspension; demotion; or any assignment to another classification without his/her consent, except a layoff for lack of work or lack of funds.

15.2 Reasons for Disciplinary Action are as Follows:

15.2.1 Critical Situation Reasons:

15.2.1.1 Dishonesty;

15.2.1.2 Gross insubordination or Gross Negligence. Insubordination is defined as willful failure to follow an order from an employee's supervisor.

15.2.1.3 Use or possession, on duty, of alcohol or illegal drugs as defined by law or any mandatory suspension reason defined in the Education Code.

15.2.1.4 Conviction of a felony or any crime involving moral turpitude.

15.2.1.5 Any other reason determined by the administrator that is judged to cause a potential clear and present danger to the safety and health of students and/or employees.

15.2.2 Non-critical Situation Reasons:

15.2.3 Unsatisfactory ratings or documentation or derogatory information concerning any factor or combination of factors on the employee's evaluation.

15.2.3.1 Incompetence.

15.2.3.2 Insubordination or negligence.

15.2.3.3 Violation of local, state, or federal laws which result in cancellation of licenses required for assigned duty.

15.2.3.4 Unexcused absences, tardiness, abuse of sick leave or absence without notification.

15.2.3.5 Physical or mental ability to perform the duties of the position as determined by a qualified physician.

15.3 Suspending Employee:

The parties agree that an employee whose presence on the work site may be injurious to other employees and students may be **suspended immediately** for up to three (3) days with pay pending an investigation by the District.

15.4 Procedures for Disciplinary Action:

15.4.1 The employee shall be notified by written notice when disciplinary action is planned. Such notice shall include: dates, approximate times and general location where the chargeable cause or causes occurred. The written notice shall be personally served on the employee or mailed to the employee via certified.

15.4.2 The written notice shall include a statement of the employee's right to a hearing, the time within which such a hearing may be requested, which shall not be less than five (5) days, and a form, the signing and filing of which shall constitute a demand for a hearing and a denial of the charges.

15.4.3 If the employee does not respond within the stated time limit for requesting a hearing, the stated intended action shall be imposed.

15.4.4 Upon receipt of a denial and a request for a hearing, a hearing will be arranged before the Hickman Elementary School District Board of Trustees. The hearing date will allow the employee a minimum of five (5) days for preparation, but shall not be more than fifteen (15) days from the receipt of the request. The Board shall render judgment to affirm, dismiss the charge or charges, or modify the disciplinary action proposed.

15.4.5 The employees must appear in person and may be represented by counsel or representative.

15.4.6 All hearings shall be conducted in closed session unless the employee specifically requests a public hearing in writing. The Board reserves the right to have the hearing presided over by an impartial person trained to conduct administrative hearings.

15.4.7 Any disciplinary action shall be subject to the grievance procedure on **procedural grounds only**.

15.4.8 Time limits stated may be extended upon mutual agreement of the Board and the Association.

15.5 Limitations:

No disciplinary action shall be taken for any reason which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of filing of the Notice of Intended Disciplinary Action unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed the employee should have disclosed the facts to the Hickman Elementary School District.

ARTICLE XVI GRIEVANCE PROCEDURE

16.1 Policy:

It is the policy of the Hickman School District to develop and practice reasonable and effective means of resolving difficulties which may arise among employees, to reduce potential areas of grievances, and to establish and maintain recognized two-way channels of communications between classified staff members and District Management. This grievance procedure is provided for the prompt and equitable resolution of differences. The most effective solution is found when these differences are resolved at or close to the point of origin.

16.2 Definitions:

- 16.2.1** Problem - A problem is a complaint relating to application and/or interpretation of policies of the Board, alleged violation of terms and conditions of this Agreement, regulations of the District or State Law.
- 16.2.2** Grievance - A grievance is any alleged violation or misinterpretation of the expressed terms and conditions of this Agreement.
- 16.2.3** Conferee - A conferee may be a fellow staff member, department head, supervisor, administrator, employee organization or employer representative.

16.3 Procedure:

Problems should be discussed by private conference between the parties involved without conferees. At least one private meeting between the parties to a disagreement should take place before the grievance procedure is invoked. The parties should seek to adjust the difficulty at the point of origin by obtaining advice from the administrative staff and/or consultation with conferees. If the problem is not resolved at a private conference, then either party may declare that a grievance exists and the provisions of this article will be implemented. If the same complaint or substantially the same complaint is made by more than one employee against one respondent, only one employee on behalf of himself and the other complainants, may process the complaint through the adjustment procedure. Names of all aggrieved parties shall appear on any documents related to the settlement of the grievance. At any formal level of the grievance procedure (1-11) the grievant or management may be represented by a conferee.

- 16.3.1** Superintendent Level (Level 1): Within twenty (20) working days after a complainant knew, or by reasonable diligence could have known of the condition upon which the grievance is based, or within ten (10) working days after an informal conference, the complainant must present his/her grievance in writing, to the Superintendent. This statement shall be a clear concise statement of the grievance; the circumstances on which the grievance is based; the persons involved; the decision rendered at the informal conference; and the remedy sought. Either party to the grievance shall have the right to request personal conference in order to resolve the grievance. The Superintendent shall consider the grievance, render a decision, and communicate his/her decision to the grievant, in writing, within ten (10) working days after formally receiving the grievance.
- 16.3.2** Board of Education Level (Level II): Either party may appeal the decision from Level I to the Board in writing within ten (10) working days after receipt. Upon receipt of the appeal the Superintendent shall furnish

within ten (10) working days a full report to the Board. This report shall include a copy of the grievance and other pertinent materials, if any. The Board shall hear the appeal and shall hand down a decision within a reasonable time, normally thirty (30) days. The decision of the Board shall be communicated in writing to the classified staff member. The decision of the Board shall be final.

ARTICLE XVII SAFETY

District Compliance:

The District shall conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal Law or regulations adopted under State or Federal Law.

ARTICLE XVIII SEVERABILITY

18.1 Savings Provision:

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

18.2 Request to Meet:

In the event the courts invalidate any article or section in this Agreement, either party may, within ten (10) days, request to meet and negotiate for the purpose of replacing the invalidated provision. Should such request be made, the parties agree to commence negotiations within thirty (30) days or as provided by law.

ARTICLE XIX LAYOFF AND REEMPLOYMENT

19.1 Reasons for Layoffs:

Layoffs may occur for lack of work or lack of funds.

19.2 Order of Layoff / Determination of Seniority:

The order of layoff within the classification shall be determined by length of service. Time spent in (a permanent status) in different classifications shall also

count for seniority purposes.

19.3 Length of Service:

Length of service shall be determined by the date of hire and/or hours in paid status. The employee who has been employed the shortest time by the district shall be laid off first.

19.4 Seniority for Layoffs:

For purposes of layoffs seniority shall include the total of the previous regular service in any classification, plus service in the class in which the layoff occurred.

19.5 Use of Short-term Employee:

A short-term employee shall not be retained to render a service a laid off (reduction in days and/or hours) classified employee, is qualified to perform.

19.6 Layoff Notice:

Classified employees subject to lay off shall receive notice of the layoff 45 days before the effective date and shall remain in paid status for the 45 days.

19.6.1 An employee being offered a reduction in hours, or category, will be allow five (5) business days to deliberate acceptance of specific change before signing their contract. Notification will be made in person when possible or will be delivered via certified mail.

19.7 Notice of Layoff:

Any notice of layoff shall contain:

1. The reason for layoff
2. An explanation of the district's lay off process according to article 19.
3. The employee's reemployment process.
4. Effects of layoff (health and welfare benefits, severance pay etc.)

19.8 Voluntary Demotion:

An employee notified of layoff may request a voluntary demotion in hours per day, days per year and/or demotion to a vacant position in a lower classification that they have not served in. Such requests may be granted dependent upon the employee meeting the minimum qualification for the position as listed in the job description and availability of vacancy.

19.9 Salary Placement for Employees When Displaced:

For an employees being displaced to a lower classification, the employee will be placed on the step of the lower classified salary range to provide the closest salary to which they were previously earning.

19.10 Use of Volunteer Aides:

The **Hickman Community Charter School District** agrees not to abolish any of its classified positions and utilize volunteer aides in lieu of classified employees who are laid off.

19.11 Reemployment Rights and Procedures:

Classified employees laid off due to lack of funds and/or lack of work are then placed on a 39- month reemployment list. When a vacancy occurs, employees are notified of vacancies by seniority in reversed order of layoff taking preference over new applicants.

19.12 Reemployment Column and Step Placement:

When an employee is laid off and is reemployed by the District, he/she will be placed on the column commensurate with the new reemployed position and placed on the salary step held at the time of layoff. An employee having completed 75% of the school year will be placed on the step increments he/she would have progressed to, including advancements regarding longevity and seniority.

19.13 Sick Leave Benefits:

If the employee is laid off, all unused sick leave accumulated prior to the effective date of layoff shall be credited back to the employee's records upon his/her reemployment with the District.

19.14 Vacation:

An employee who is laid off and is subsequently reemployed by the District shall be credited with no break in service

19.15 Health and Welfare Benefits:

If an employee is laid off or elects retirement in lieu of layoff, the employee at his/her option may continue with the district's health and welfare benefits for a period of time permitted under the COBRA benefits. The employee must pay the monthly fee to the District in advance of the due date for payment of premium.

19.16 Paid Leave:

Employees laid off while on any paid leave shall suffer no loss of any pay or benefits until the exhaustion of such paid leave.

ARTICLE XX NEGOTIATIONS

20.1 Notification and Public Notice:

If either party desires to alter or amend this Agreement, it shall, not less than one hundred and twenty (120) days prior to the termination date set forth under Duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of the EERA to be fulfilled.

20.2 Commencement of Negotiations:

Following satisfaction of the public notice requirement, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

20.3 Release Time for Negotiations: The Association shall have the right to designate a reasonable number of employees who shall be given reasonable release time to participate in negotiations.

20.4 Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

20.5 For the duration of non-adversarial bargaining, Article 20.1 is suspended. In the event that Non-adversarial Bargaining is discontinued, Article 20.1 will be reinstated.

ARTICLE XXI CONTROLLED SUBSTANCES TESTING (employees not covered by current law)

21.1 Employees Subject to the Drug Testing Program:

21.1.1 All Classified employees covered by this Agreement shall be subject to testing for controlled substances.

21.2 Conditions for Testing:

21.2.1 Reasonable Suspicion Testing - all employees covered under this Agreement will be subject to controlled substances testing when the Controlled Substance Abuse Team has reasonable suspicion that an employee is under the influence of controlled substances. This reasonable suspicion may be based on specific contemporaneous, articulate observation concerning the employee's appearance, behavior, speech or body language. The observation may include indications of the chronic and withdrawal effect of controlled substances. Suspicion is reasonable, and thus not a basis for testing, if it is based solely on the

observations and reports of third parties. The grounds for reasonable suspicion must be documented.

21.2.2 The Controlled Substance Abuse Team (classified) -

- An Administrator
- A School Board Member
- A Representative (if requested by employee)

21.3 Testing Procedures:

21.3.1 The District will use a certified drug testing laboratory at the District's expense.

21.3.2 The selected employee will have 24 hours from time of notification by Controlled Substance Abuse Team to complete the testing process. Notification must be during contract hours.

21.3.3 Employee will be excused from work to complete necessary testing.

21.3.4 Employee will be on district paid leave while awaiting test results.

21.4 Prohibited Standards for Substance Abuse:

21.4.1 Any refusal to provide a specimen when requested pursuant to this Article will constitute good cause for termination of the employee.

21.4.2 Any intentional tampering or substitution of a specimen, whether it be the employee's own or another employee's specimen will constitute good cause for termination of the employee.

21.5 Steps of Consequences for Prohibited Conduct:

21.5.1 Employee will meet with the Controlled Substance Abuse Team to discuss the reasonable suspicion of controlled substance. Controlled Substance Abuse Team will provide resources for evaluating and/or resolving problems associated with controlled substance abuse.

21.5.2 After meeting with employee, if the Controlled Substance Abuse Team still has reasonable suspicion of controlled substance abuse, said employee will be required to go for controlled substance testing. If employee tests positive said employee shall enroll and complete a drug counseling and/or rehabilitation program.

21.5.3 When an employee is asked to submit to drug testing, he/she shall have the right to be informed in the presence of a representative of the reason he/she is being asked to submit to the test. The employee shall be informed that refusal to submit to testing will result in discharge. The employee's refusal shall be in writing (see attachment "A").

21.5.4 If employee consents to the testing, he/she shall sign a consent form (see attachment "B") authorizing the urine test and a release of the results of the

laboratory testing (see attachment "C") to the District. A copy of attachment "C" shall be given to the laboratory and/or clinic.

21.5.5 The counseling and/or rehabilitation plan to be used shall be the one provided by the District health plan. Sick leave will be used during the time the employee is undergoing counseling and/or rehabilitation. Once sick leave is exhausted, the District will compensate the employee at 50% compensation applied to the 6 weeks (30 contract days) shall be in combination with sick leave. EXAMPLE: 5 days sick leave + 25 days 50% compensation = 6 weeks (30 contract days).

21.5.6 Employee shall meet with the Controlled Substance Abuse Team after counseling and/or rehabilitation program and after successfully passing a drug test. Employees who return to work will be required to undergo quarterly testing for controlled substance for one year. If the employee fails subsequent testing for controlled substances, it will be considered grounds for dismissal.

21.6 Conditions of Employment:

21.6.1 Employees who test positive for controlled substances will be required to undergo drug counseling and/or rehabilitation. Failure to agree to participate in such a program will be considered grounds for termination.

21.6.2 Employees who complete a drug counseling/rehabilitation program, will be permitted to return to work after satisfactorily passing a drug test. Employees who return to work will be required to undergo quarterly testing for controlled substances for one year. If the employee fails subsequent testing for controlled substances, employment will be terminated.

21.6.3 Employees who return to work and subsequently fail a drug test after having undergone counseling and/or rehabilitation will be terminated.

21.7 Procedures for Testing Positive:

21.7.1 If test results indicate a positive finding, a second test will be conducted on the same specimen using an alternative method and/or facility.

21.7.2 All specimens deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained for identification purposes, at the laboratory for a period of at least six (6) months.

21.7.3 If the test results show a positive for cocaine, heroin, PCP, LSD, barbiturates, amphetamines, or any other controlled substance, the employee will be required to undergo drug counseling and/or rehabilitation (within a reasonable time frame). Failure to agree to participate in such a program will be considered grounds for dismissal.

21.8 Confidentiality:

21.8.1 An employee's test results will not be released, except to the District, and to the employee. Unless ordered by a court, criminal violation, for Workers

Compensation purposes or for other legitimate purposes.

21.8.2 No laboratory or medical reports or test results shall appear in an employee’s personnel folder.

21.8.3 All necessary measures shall be taken to keep the fact and results of the test confidential.

21.9 Nothing in Article:

Nothing in article waives an employee’s rights under the Americans With Disabilities Act. CA Labor Code S1025, Education Code.

ARTICLE XXII DURATION

22.1 Agreement:

This agreement shall become effective on July 1, 2020 of ratification and shall be in effect from year to year thereafter unless alteration is requested in writing.

22.2 Intermediate:

During the intermediate years of this Agreement, it is agreed that the Articles dealing with compensation and benefits may be reopened. Proposals shall normally be submitted to the Board in May of those years.

22.3 Signed and entered into this 15th day of June, 2020.

A one year freeze of step and column movement at the 2019-20 placement for the 2020-21 school year. Step and column movement will resume in the 2021-2022 year.

3 furlough days will be enacted reducing student contact days from 180 to 177.

Dates of Revisions listed below

For the District:

For the Association:

Revised (8/03)
Revised (10/04)
Revised (12/12/06)
Revised (11/10/09)
Revised (01/12/10)
Revised (04/13/10)
Revised (05/11/10)
Revised (12/3/2014)
Revised (02/24/2017)
Revised (04/08/2019)
Revised (6/15/2020)
Revised (6/6/2022) section 11.1 and 11.5 updated

Attachment "A"

REFUSAL TO CONSENT FOR CONTROLLED SUBSTANCE TESTING

I, _____, hereby refuse to consent to give a sample of urine for laboratory testing of controlled substance. I fully understand that my refusal to submit to this controlled substance test will result in the termination of my employment with the Hickman Community Charter District.

Employee Signature

DATE

Witness

DATE

Witness

DATE

Attachment "B"

CONSENT FOR CONTROLLED SUBSTANCE TESTING

In the interest of the health and safety of all employees and students and in accordance with the provisions of the Hickman Community Charter District's Controlled Substance Abuse policy, I, _____,

hereby consent and agree to give a sample of urine for laboratory testing of controlled substance. Results of the tests will be sent to me and the District's "Controlled Substance Abuse Team".

Employee Signature

DATE

Witness

DATE

Witness

DATE

Attachment "C"

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

I acknowledge that I have been requested by the Hickman Community Charter District to submit to Controlled Substance testing to be administered by _____, a medical clinic, and/or laboratory chosen by and paid for by the District, whose purpose and function is to determine whether I am under the influence or a controlled substance.

I hereby authorize the medical clinic and/or laboratory to disclose all pertinent information and all laboratory results to the Hickman Community Charter District. The release by the medical clinic and/or laboratory of the information and results to the District shall be for the limited purpose of providing the District an opportunity to evaluate the information and results in accordance with the Hickman Community Charter District’s Controlled Substance Abuse Policy.

I acknowledge that executing this authorization is voluntary and that I have the right to receive a copy of the test results.

Employee Signature

DATE

Witness

DATE

Witness

DATE