

COLLECTIVE BARGAINING AGREEMENT

Between

**OAKDALE JOINT UNIFIED
SCHOOL DISTRICT**

And

**CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION**

And its

OAKDALE CHAPTER #830

2020-2023

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ARTICLE 1: AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement by and between the Governing Board of the Oakdale Joint Unified School District (“District” or “Board”) and the California School Employees Association and its Oakdale Chapter #830 (“Association”).
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3450-3459, of the Government Code (“Act”).

ARTICLE 2: RECOGNITION

- 2.1 The Board recognizes the California School Employees Association and its Oakdale Chapter #830 as the exclusive representative for the classified employees. This unit shall include, but not be limited to, the following major groups: Business Services, Food Services, Instructional Services, Custodial and Maintenance, Clerical, Secretarial, Campus Monitor, Yard Duty Supervisors, Noon Duty Aides, Student Services, Transportation and Mechanics.
- 2.2 The unit shall exclude all management, confidential, supervisory positions, substitute employees, certificated employees, short-term employees, and professional experts hired for employment on a temporary basis for a specific project.
- 2.3 The District shall notify, by letter, the treasurer of CSEA Chapter #830, within ten (10) working days, the names and positions of all new hires and terminations.

ARTICLE 3: SALARIES / WAGES

- 3.1 Salary Schedules and Related Benefits
 - 3.1.1 The 2022/23 classified salary schedule shall increase by 10.0% retroactive to July 1, 2022, for all staff employed at the time of Board approval or retired after July 1, 2022.

Increases for salary will appear no sooner than the May 31st, 2023 paycheck, and retro payments for salary will appear no sooner than the June 30th, 2023 paycheck.

Additionally, CSEA and District agree to meet periodically during the 2022-2023 school year to collaborate on continued Salary Schedule improvements.

In the case that any other bargaining unit or Administrative, Management, or Confidential receive a salary increase/salary restoration more than is negotiated in this agreement, the District agrees to compensate CSEA members the same percentage.

- 3.1.2 Salary Schedule Movement and Initial Placement:
 1. The Salary Schedule shall be made up of 25 Steps (Step 1 through Step 25) as shown on the APPENDIX B2 Salary Schedule. The Steps shall be established as follows:
 - a) Step 1 is the lowest wage for each classification.
 - b) Step 2 is five percent (5%) more than Step 1.
 - c) Step 3 is five percent (5%) more than Step 2.
 - d) Step 4 is five percent (5%) more than Step 3.
 - e) Step 5 is five percent (5%) more than Step 4.

- f) Step 6 is five percent (5%) more than Step 5.
- g) Step 7 is equal to Step 6.
- h) Step 8 is equal to Step 7.
- i) Step 9 is 2 percent (2%) more than Step 8.
- j) Step 10 is equal to Step 9.
- k) Step 11 is one and one-half percent (1.5%) more than Step 10.
- l) Step 12 is equal to Step 11.
- m) Step 13 is one percent (1%) more than Step 12.
- n) Step 14 is equal to Step 13.
- o) Step 15 is equal to Step 14.
- p) Step 16 is one percent (1%) more than Step 15.
- q) Step 17 is equal to Step 16.
- r) Step 18 is equal to Step 17.
- s) Step 19 is equal to Step 18.
- t) Step 20 is equal to one percent (1%) more than Step 19.
- u) Step 21 is equal to Step 20.
- v) Step 22 is equal to Step 21.
- w) Step 23 is one percent (1%) more than Step 22.
- x) Step 24 is equal to Step 23.
- y) Step 25 is one percent (1%) more than Step 24.

2. Salary Schedule movement shall be annually on July 1 provided that the classified employee completed at least seventy-five percent (75%) of their assigned classification work calendar for the previous year.

- a. To establish proper Salary Schedule placement for July 1, 2022, all bargaining unit members on Step 6 as of June 30, 2022, with less than 9 years of service shall be evaluated for proper step placement to accommodate prior step 6 pause for longevity. Furthermore, the District will honor only those employees whose original placement would have been at step 9 for July 1, 2022, and appropriately place them at step 9 for the 2022 - 2023 School year.

3. New employees shall typically be placed at Step 1 for the applicable classification. a new employee may, however, be placed up to Step 4 in consideration of qualifications, education, job-related experience, and recruitment difficulties.

3.2 An employee assigned duties not a part of his/her classification three (3) or more consecutive days or five (5) work days in a fifteen (15) calendar day period shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification. If assigned duties normally performed by employees in a higher classification, the employee's rate of pay shall be moved to the appropriate range and step of the higher classification to insure not less than a five percent (5%) increase, except that an employee may be placed on the last step of the appropriate range if that is the maximum for that classification.

3.3 All regular paychecks (warrants) for employees shall be itemized to include all deductions. All 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, the paycheck shall be issued on the preceding workday.

3.4 Meals and lodging shall be reimbursed at the approved District rate of payment. Mileage shall be reimbursed at the appropriate IRS rate.

3.5 Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued, not later than three (3) working days after the employee provides notice to the payroll department.

3.5.1 When a payroll error results in overpayment to an employee in the bargaining unit, the employee, along with an Association representative, if the employee wishes shall meet with the District administration to negotiate a payback plan. In the event that the parties are unsuccessful in negotiating a payback plan, the District may deduct up to ten percent (10%) of the employee's gross wages from any check until such time as the overpayment is paid back to the District. This ten percent (10%) limitation does not apply to an employee's final payroll check. If the District overpayment is a single overpayment of \$5000 or more, the overpayment shall be returned to the District within five (5) days of the District notifying the employee of the mistake.

ARTICLE 4: OVERTIME AND COMPENSATORY TIME

4.1 The District shall provide compensation or compensatory time off at a rate equal to one and one-half (1-1/2) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime. Overtime is any time required to be worked in excess of forty (40) hours in a calendar week or eight (8) hours in any one-day. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the unit member. The designation, authorization and allocation of any overtime shall rest solely with the District. When overtime has been allocated and approved by the District and the employee prefers to earn compensatory time in lieu of overtime wages, the District shall grant such requests in cases where an employee has less than two (2) days worked, of compensatory time banked. Compensatory time may be earned in excess of two workdays, at the discretion of the district.

4.2 A unit member having an average work day of four (4) hours during a work week on a regular basis shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day at the rate equal to one and one-half (1-1/2) times the employee's regular rate of pay.

4.3 A unit member having an average work day of fewer than four (4) hours during a work week on a regular basis shall, for any work required to be performed on the sixth (6th) and seventh (7th) day following commencement on his/her work week, be compensated at the rate equal to one and one-half (1-1/2) the regular rate of pay.

4.4 When unit members are required to work on paid holidays, they shall be paid compensation, or given compensatory time off, for such work, in addition to regular pay received for the holiday, at the rate of time and one-half (1-1/2) the regular rate of pay.

4.5 An employee may request compensatory time off in lieu of overtime at the appropriate overtime rate of pay. Unless otherwise agreed, compensatory time must be taken at approved times no later than one (1) year after the compensatory time is earned. If the employee has not taken the compensatory time off within one year after it has been earned, then the District shall pay the employee at the appropriate rate of pay on the next available pay warrant. In order to use compensatory time, an employee must submit a request to his/her designated supervisor a minimum of three (3) business days in advance of the requested date. The designated supervisor shall respond within two (2) business days after the request has been submitted. If the designated supervisor is unable to respond during the time explained above, the request is considered denied.

- 4.6 If the District establishes a workday of less than eight (8) hours per day, but seven (7) hours or more, and a workweek of less than forty (40) hours, but thirty-five (35) hours or more, for all positions, all time in excess of the established workday and work week shall be deemed overtime.
- 4.7 Any employee shall have the right to turn down any request for overtime except in the cases of emergency.
- 4.8 All classified employees working at the time of the regular monthly CSEA Chapter Meeting shall be allowed to leave their given sites for not more than one (1) hour with pay to attend the regularly scheduled monthly CSEA meeting. For proposal/tentative agreement ratifications and officer elections, classified employees working at the time of these meetings shall be given one and one-half (1 ½) hours with pay to attend.
- 4.9 A classified employee who works a minimum of thirty (30) minutes per day in excess of his/her less than eight (8) hour assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.
- 4.10 Overtime: Insofar as is practicable, overtime shall be distributed equally among qualified employees in good standing and not in a needs improvement status who have indicated to the District that they desire to work overtime. The distribution will be based on classification and seniority. Employees at the site where the work is occurring will be given first consideration.

ARTICLE 5: CLASSIFIED HOLIDAYS

- 5.1 Scheduled Holidays: Subject to sections 5.2, 5.3, 5.4, and 5.5 below, classified employees are eligible for the following holidays:
 - 5.1.1 Independence Day
 - 5.1.2 Labor Day
 - 5.1.3 Veterans' Day
 - 5.1.4 Thanksgiving Day
 - 5.1.5 Day after Thanksgiving
 - 5.1.6 Christmas Eve
 - 5.1.7 Christmas Day
 - 5.1.8 New Year's Eve
 - 5.1.9 New Year's Day
 - 5.1.10 Dr. Martin Luther King, Jr.'s Birthday
 - 5.1.11 Lincoln's Birthday
 - 5.1.12 Washington's Birthday
 - 5.1.13 Friday of Spring Recess/Friday before Easter
 - 5.1.14 Memorial Day
 - 5.1.15 In-Lieu Day (to replace Admission Day, see section 5.5 below)
 - 5.1.16 Juneteenth
- 5.2 Holidays listed in section 5.1 above will be paid to those employees in paid status during their working day immediately preceding or succeeding the holiday to be paid.
- 5.3 Weekend Holiday: 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 shall be deemed to be that holiday.

5.3.1 For employees working Tuesday through Saturday as their normal work week, if a holiday falls on a Monday, the following workday shall be deemed to be that holiday.

- 5.4 School Vacation Period and Holidays: Regular employees of the District who are not normally assigned to duty during the school vacation period which includes December 24 to January 1, shall be paid for only those four holidays provided that they were in paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.
- 5.5 In Lieu Day: All classified employees will select his/her day off, and submit an absence tracking form request for that day to their immediate supervisor for approval at least ten (10) days in advance of the day to be taken. No more than one person per classified category at each site shall be released on a given day without Administrative approval. Requests for the day will be honored in the order in which they are received. A record of days scheduled and used will be kept at the site. The in-lieu day must be taken during the instructional calendar year when it is granted. For newly hired employees starting late in the instructional year, the in-lieu day will be granted on a quarterly pro-rata basis.
- 5.6 Employees required to work on the holidays set forth in this Article shall be compensated at the rate of one and one-half (1 ½) times the regular rate in addition to the pay received for the holiday.

ARTICLE 6: NO STRIKE CLAUSE

- 6.1 CSEA agrees that neither it nor its officers, officials, agents, representatives or represented employees shall initiate or participate in any strike, slowdown, walkout or other work stoppage or disruption of service against the District during the term of this Agreement. In the event of any such job action, CSEA and its officers, agents and representatives will do everything reasonably within their power to end or avert it.

ARTICLE 7: LEAVES

7.1 GENERAL PROVISIONS:

The following provisions shall govern the various leaves of absence contained in this Article.

- 7.1.1 No absence under any leave provisions of this Article shall be considered as a break in service for an employee who is on such leave, and all benefits accruing under the provisions of this Agreement shall continue to accrue under any such absence.
- 7.1.2 An employee on an unpaid leave shall not accrue sick benefits as sick leave, vacation, holidays, health and welfare benefits or step increases that would have been received if the employee had worked.
- 7.1.3 Employees shall be expected, except in emergencies or situations beyond the control of the employee, to give advance notice of at least one hour prior to their work start time for an absence due to illness, injury, quarantine, or other leaves of absence in order that substitute arrangements may be made so that the employee's duties can be adequately covered.
- 7.1.4 The District may request verification of absence, including a statement from a medical physician or medical practitioner, where repeated apparent abuses of leave are noted (such as a pattern of Friday-Monday absences, absences for the day before/after a

holiday). The District may issue a letter to an employee warning him/her of suspected abuse and possible disciplinary action.

- 7.1.5 An Employee returning to work shall be required, to present a medical release from-the employee's physician or a medical practitioner in order to return to duty.

The District may require an examination by a physician or medical practitioner selected by the District, at the District expense, to confirm fitness to resume duties or the need for continued use of sick leave. If the employee's physician/medical practitioner and the District's selected physician/medical practitioner for a third option, at the District's expense.

- 7.1.6 Employees returning from leaves of absence of indefinite duration shall provide notice of intent to return as soon as practicable, but in no event less than three (3) work days notice. This section refers to such leaves as accidents or illnesses, not sick leave.

- 7.1.7 At the expiration of an unpaid leave of absence, unless the employee otherwise agrees, the employee will be reinstated in a position comparable to one held by him/her at the time of granting the leave of absence.

- 7.1.8 A permanent classified employee who returns to duty following a leave of absence without pay is entitled to all previously accumulated sick leave benefits. The period of time he/she was on leave of absence will not count toward accumulation of longevity benefits, (e.g., sick leave), but it shall not be construed as a break in the continuity of employment.

- 7.1.9 During all paid leaves of absence, whether industrial accident leaves, sick leave or other available leaves provided by law or by action of the District, the employee must endorse to the District, wage loss benefit checks received under the State Compensation Insurance Fund laws of the state, or for jury or witness fee. The District, in turn, will issue to the employee appropriate warrants for payment of wages or salaries and will deduct other authorized deductions.

- 7.1.10 Any request for an extension of a leave of absence shall be made in writing prior to the expiration of the leave and shall state the reasons for the request.

- 7.1.11 Employees must verify an absence and must complete such absence reports as may be requested by the District.

- 7.1.12 Employees who are absent from work are required to notify their immediate supervisor in advance, whenever possible.

- 7.1.13 An employee who fails to return to work at the expiration of approved leave, except in cases of emergency or situations beyond the control of the employee, and who has failed to notify the District, shall be deemed to be subject to possible initiation of the disciplinary provisions of the Agreement.

- 7.1.14 Appointment Leave: Insofar as practicable, medical and dental appointments shall be made for off-duty hours. If an employee needs to be absent from his/her work for the purpose of a medical and /or dental appointment, such time off may be granted subject to approval of the immediate supervisor and if prior notification is given. This time off shall appear on the time card each month. When using Appointment Leave, a doctor's note confirming the appointment must be provided upon return to work if requested by

the employee's supervisor. If it is requested, the supervisor will inform the employee that he/she needs to provide the medical/dental note at the time the leave is requested.

7.1.14.1 This appointment leave shall be given to all employees who work more than three (3) hours per day, and it shall not be accumulated from year to year.

7.1.14.2 This annual leave is equivalent to one scheduled day of work. (i.e. scheduled 4 hours per day, 4 hours of leave, scheduled 8 hours per day, 8 hours of leave.)

7.1.14.3 For newly hired employees starting late in the instructional year, the appointment time will be granted on a pro-rated basis

7.1.15 Other Leaves: The District may grant leave of absence without pay for reasons not listed herein. Employees must submit their request for leave in writing through the immediate supervisor.

7.1.16 Fitness for Duty:

7.1.16.1 Fitness for Duty Medical Examinations: Upon District determination that an employee may be unable to fulfill his or her duties as a result of potential physical or mental impairment or condition, the District may request that the employee undergo an appropriate professional evaluation or assessment by a "qualified health care practitioner" to specifically determine whether the employee is still able to perform the essential function(s) of the job:

1. with or without District accommodations; and
2. without posing a "direct threat" to his or her health or safety or the health or safety of others.

Prior to requesting a fitness for duty exam under this provision, the District shall provide the employee and CSEA with documentation of work performance issue(s) as required by law.

The District and CSEA shall agree to the selection of a "qualified health care practitioner" on a case-by-case basis. The District shall pay for examinations under this provision. The agreed to health care practitioner shall report his independent finding based only upon the job description and essential functions of the position.

To ensure the impartiality of the exam, the health care professional shall be entitled to review further documentation depicting the "at issue" behavior giving rise to the exam when agreed to by the District and CSEA.

The District shall receive only medical information constituting a statement from the qualified health care practitioner of the employee's "functional limitations," if any, as required by law, including but not limited to, such accommodation(s) that may assist the employee in performing those duties. If the qualified health care professional determines that the employee is functionally limited based on risk of a direct health and safety threat, the District shall be further entitled to additional information from the qualified health care professional limited to: 1) the duration of the risk; 2) nature and severity of the potential harm; 3) likelihood that potential risk of harm will occur; and 4) imminence of the risk of potential harm. All such information received by the District shall be considered

confidential medical information and shall be kept in a sealed envelope in the personnel file to be opened only upon authorization by the superintendent or as otherwise ordered by law.

If the qualified health care practitioner determines that the employee poses a safety risk and/or cannot perform the essential functions of the job with reasonable accommodation, the employee shall be entitled to a second exam by a similarly qualified health care professional at the employee's expense. The District and CSEA shall agree to the selection of a "qualified health care practitioner." The employee shall elect a second exam within five working days of receipt of the results of the initial exam by notice to the District. Upon election, the employee shall schedule the second exam within 15 days of the receipt of the results of the initial exam or as soon thereafter as possible by notice to the District, including the time, date and name of the physician conducting the exam.

Should there be conflicting medical reports, the parties agree to submit the issue to an agreed upon medical examiner(s). If the findings of said medical examiner(s) demonstrate satisfactory evidence that the employee is able to resume the duties of his/her position, the District agrees to be bound by those findings. Costs of medical examination shall be borne equally by the District and the employee.

7.1.16.2 Safety Threat: If the professional evaluation(s) or assessment(s) of the employee reveal that the employee poses an imminent safety threat to him/herself or others related to a mental or physical impairment benefiting from a course of medical treatment, including but not limited to, anger management medical therapy, and the employee is unable to perform the essential functions of the job with accommodations, following exhaustion of all paid leaves, the employee shall be placed on the 39 month medical reemployment list. Alternatively, the District and CSEA may pursue voluntary resignation terms.

7.1.16.3 Non Safety Threat: If the professional evaluation(s) or assessment(s) of the employee reveal that the employee is unable to perform the essential functions of the job with accommodation(s) unrelated to a safety threat and upon a determination that the District is not legally obligated to provide the specific accommodation to the employee, then the District may transfer the employee to a suitable position. If no transfer is available, the employee shall retain the right to placement on the 39 month medical reemployment list pending medical verification that the employee is fit for duty to return to work. Alternatively, the District and CSEA may pursue voluntary resignation terms.

7.1.16.4 Absence of Mental or Physical Impairment: If the professional evaluation(s) or assessment(s) of the employee reveal that the conduct at issue is unrelated to the mental or physical impairment of the employee that may benefit from a course of medical treatment, including but not limited to anger management therapy, the District may elect to invoke the procedures of Article 16 (Demotion, Suspension, Dismissal) to correct the conduct.

7.2 CATASTROPHIC LEAVE

7.2.1 "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 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/she has exhausted all of his/her sick leave and other paid time off.

- 7.2.2 The employee who is, or whose family member is, suffering from a catastrophic illness or injury must submit a written request to the Assistant Superintendent Human Resources for a donation of eligible leave credits and provide medical certification of the catastrophic illness or injury as required by the District. As in the case of all sick leave use, the continued use of eligible sick leave credits shall be subject to appropriate medical verification by physicians selected by the District. The request will be reviewed by the Catastrophic Leave Committee comprised of one (1) and a maximum of three (3) District representatives and three (3) CSEA representatives. The Catastrophic Leave Committee decision shall be final. The District will hold one half (1/2) of the vote and CSEA will hold one half (1/2) of the vote. After reviewing and voting, CSEA will notify the requesting unit member of the decision, if the request has been approved, CSEA will then send notification to all unit members and forward any donations to the payroll department.
- 7.2.3 If a request for Catastrophic Leave donations is approved by the Catastrophic Committee, any employee may transfer, on a voluntary basis, a portion of his/her accumulated leave credits up to forty (40) hours at a time in daily increments, to another employee because of catastrophic or life-threatening sickness or accident. Employees separating from service with OJUSD may donate their accrued sick leave to the catastrophic leave bank. An employee may transfer credits by signing an authorization identifying the employee and the number of days of accumulated leave to be transferred to the named employee. Sick leave may not be transferred by any employee who, following transfer of the designated sick leave will have less than fifteen (15) days of accumulated sick leave; this provision will not apply to those employees who donate their accumulated sick leave to the catastrophic leave bank upon separation from OJUSD.
- 7.2.4 Eligible leave credits means sick leave accrued to the donating employee.
- 7.2.5 The employee who is voluntarily contributing the leave credits shall be responsible to fill out the necessary form to initiate this action and to deliver that form to the District Human Resources Department.
- 7.2.6 Any transfer of leave credits shall be irrevocable and no employee who voluntarily transfers eligible leave credit shall be entitled to have the leave reinstated even if it is not used by the recipient employee. An employee receiving transferred leave credits may only use the leave credit while the employee, or the employee's family member, suffers from the immediate catastrophic or life-threatening sickness or accident that precipitated the transfer of the leave credits, i.e., if the employee dies or recovers with unused, transferred leave credits outstanding, the leave credit is to be banked for future use within the Classified unit of the District. Banked hours will also be accumulated from employees who, upon separation from service, elect to donate their accrued sick leave to the catastrophic leave bank. The banked hours must be applied for and approved by the CSEA committee before being used; the CSEA committee may limit the amount of time the requesting employee can receive from the bank.
- 7.2.7 No employee may receive transferred leave credits from another employee unless the receiving employee has exhausted all accrued paid leave credits.

7.2.8 The maximum amount of time for which donated leave credits may be used shall not extend a person's sick leave beyond the current fiscal school year, unless otherwise approved by the District.

7.2.9 Donated hours shall be accumulated and converted to the recipient's hourly rate of pay.

7.3 SICK LEAVE

7.3.1 Every classified employee working five (5) days per week shall be entitled to twelve (12) days leave of absence for illness or injury, and such days in addition thereto as the Governing Board may allow for illness or injury, exclusive of all days he/she is not required to render services to the District with full pay, for a fiscal year of service.

7.3.1.1 A classified employee employed five (5) days per week but employed for less than a full fiscal year is entitled to that proportion of the twelve (12) days leave of absence for illness or injury as per the number of months he/she is employed bears twelve (12) days and the proportionate amount, consistent with this formula, of such addition thereto, authorized by the Governing Board for classified employees employed five (5) days a week for a full fiscal year of service.

7.3.1.2 A classified employee employed less than five (5) days a week shall be entitled, for a full fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5) days a week for a full fiscal year of service. When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

7.3.1.3 Leave Incentive: If an employee uses no more than two (2) sick leave days (this includes discretionary or personal necessity days), over the course of a current school year, that employee will receive one (1) extra vacation day to be used the following school year as approved by their supervisor. If the day is not used during the school year, the employee will be paid for that day. The incentive day is not to be carried over into any other school years. Those employees who are paid for their vacation days will be allowed to utilize their earned incentive vacation day with prior approval of their immediate supervisor. Donations of Sick Leave to another employee due to a catastrophic illness shall not cause an employee to be ineligible for Sick Leave Incentive.

7.3.2 Extended Illness Leave: When an employee is absent because of an illness, injury or quarantine for a period of five (5) months or less, the amount deducted from the employee's salary shall not exceed the sum which is actually paid a substitute employee hired to fill the position during the absence. In no event will the substitute salary schedule for the purpose of deduction under this leave exceed Step 1 of the salary schedule for the classification. The use of extended illness leave shall begin when accumulated sick leave, vacation time, compensatory time and other paid leave has been exhausted but the total period of the extended illness leave shall not extend beyond five (5) months from the first day of illness, injury or quarantine with the exception of days of absence on industrial accident or illness leave. The District may require the employee to provide verification of the continuing illness, injury or quarantine.

7.4 FAMILY LEAVES

7.4.1. **FMLA/CFRA:** The Family and Medical Leave Act and California Family Rights Act (“FMLA / CFRA”) provide eligible employees the opportunity to take an unpaid, job-protected leave, for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave. To be eligible for FMLA/CFRA leave, an employee must have worked at least 12 months for the District and have worked at least 1,250 hours over the 12 months preceding the date the leave would commence.

7.4.1.1. FMLA/CFRA leave may be taken for the following reasons:

- Serious health condition of the employee;
- Serious health condition of the employee’s child, parent, or spouse;
- Birth of a child, or placement of a child in the family for adoption or foster care;
- Serious illness or injury sustained in the line of duty on active duty by a military service member or veteran who is the spouse, child, parent or next of kin of the employee; or
- Qualifying exigency arising out of the fact that a spouse, child or parent of the employee is a covered service member on covered active duty or has been notified of an impending call or order to covered active duty military.

7.4.1.2. A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

7.4.1.3. The district measures the 12-month period in which leave is taken by the “rolling” 12-month method, measured backward from the date of any FMLA/CFRA leave.

7.4.1.4. Extended use of sick leave taken for the employee’s own serious health condition, other than for pregnancy disability, shall be designated as family care and medical leave. Sick leave taken for purposes of pregnancy, childbirth, or recovery from childbirth is a separate entitlement known as Pregnancy Disability Leave (PDL) and is covered in more detail below in 7.4.2.

7.4.1.5. If both parents of a child who are entitled to family care leave under this contract are employees of the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care leave totaling more than the amount specified in section 7.4.1.

7.4.1.6. The employee shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30)

days prior to the date a leave is to begin, the employee must provide at least thirty (30) days' written advance notice.

7.4.1.7. If verification is required by the District to verify the serious illness of the child, spouse, parent, or employee, the District may accept medical verification by the treating health care provider.

7.4.1.8. FMLA/CFRA is an unpaid leave. A bargaining unit member is allowed to use sick leave, vacation, compensatory leave and any other available paid leave, for the purposes of remaining in paid status during the twelve (12) week family care leave period.

7.4.1.9. Health Insurance coverage shall be maintained and paid (the employee's active benefit cap) for by the District for the duration of the leave not to exceed 12 workweeks in a 12-month period. The District may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee.

7.4.1.10. While on FMLA/CFRA leave, an employee must comply with the district's normal procedures for the applicable leave policy (e.g., call-in procedures, advance notice, etc.).

7.4.2. **Pregnancy Disability Leave (PDL):** Female employees may take a leave of absence up to four (4) months for disabilities relating to pregnancy, childbirth or related medical conditions. The exact duration of the leave will be determined by the amount of time the employee is actually disabled.

7.4.2.1. There is no eligibility criteria for PDL, and women are eligible upon hire.

7.4.2.2. PDL is an unpaid leave; however, the employee may utilize available sick leave and any other paid leave benefits available.

7.4.2.3. The employee may work as long as she can perform all duties and responsibilities as confirmed by her physician.

7.4.2.4. Upon the advice of a health care provider, the employee may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions.

7.4.2.5. Prior to the start of the leave, the district requires medical verification as to the extent of the disability period.

7.4.2.6. The employee shall give the District at least three (3) calendar days advance notice of the date she wishes to return and at that time a medical release from the physician is required.

7.4.2.7. FMLA leave runs concurrently with PDL. After exhausting PDL entitlements or when released to return to work by a physician, CFRA leave at the employee's request would begin following the guidelines as stated in AB2393/Education Code

45196.1. Additional Information regarding this leave may be found in 7.4.3 Parental/Child-Bonding/Adoption Leave.

7.4.2.8. An employee may submit for State Disability Insurance (SDI) while on PDL. Additional information regarding SDI can be found in Article 28: SDI Compensation.

7.4.3. **Parental/Child Bonding/Adoption Leave:** Following the guidelines set forth in AB2393/Education Code 45196.1, Parental Leave is leave taken for the birth of a child of the employee or the placement of a child with the employee for adoption or foster care. Classified employees may use up to 12 workweeks of sick leave to bond with a new child. Covered employees may be entitled to partial pay for the remainder of the 12 workweeks if they have insufficient sick leave.

7.4.3.1. Eligibility Requirement: The employee must have been employed by the District for at least 12 months prior to commencing the leave.

7.4.4. **Paid Family Leave:** California Paid Family Leave (PFL) provides up to 6 weeks of partial pay to employees who take time off from work to care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner) or to bond with a new child (including newly fostered and adopted children).

7.4.4.1. The District will coordinate benefits available through PFL with any paid leave available to the employee. It is the employee's responsibility to submit all required documents to the OJUSD Payroll department for coordination.

7.4.4.2. PFL is administered by the State of California Employment Development Department (EDD). The District in no way approves or denies claims submitted for PFL. It is the employee's responsibility to submit an application for PFL through the EDD and serve the necessary waiting period.

7.5 BEREAVEMENT LEAVE

7.5.1 Every person employed in the District shall receive a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state or if more than three hundred (300) miles travel (one way) is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee, nor shall such leave be deducted from leave granted by other sections of this Agreement, or provided by the Governing Board of the District. An employee who utilizes Bereavement Leave on account of the death of a spouse, child (including foster child), parent, brother or sister may utilize the entire five (5) days.

7.5.1.1 Members of the immediate family of the employee or the employee's spouse are: spouse, mother, father, step-mother/father, grand mother/father, mother-in-law, father-in-law, grandchild, son, son-in-law, daughter, daughter-in-law, step-daughter/son, brother, sister, brother-in-law, sister-in-law, aunt or uncle, nephew or niece, or any person living in the immediate household of the employee.

7.5.2 Absence for a day or less to attend the funeral of a co-worker, student or former employee of the District may be granted upon special request of the site administrator. Such absence shall be without loss of pay.

7.6 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 7.6.1 An employee suffering injury or illness arising out of and in the course and scope of his/her employment who cannot perform any other duties within the District as determined by the District's physician 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 that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 7.6.2 Payment for wages lost on any day shall not, when added to an award granted the employee under workers' compensation laws of this State, exceed the normal wage for that day.
- 7.6.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If receiving temporary disability payments under the workers' compensation laws of this State as benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay.
- 7.6.4 At any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.
- 7.6.5 The employee shall make every effort to investigate, with his/her physician and supervisor, duties which could safely be performed while on industrial accident or illness leave from their regular job classification. Employees performing these duties shall receive their regular hourly rate of pay.
- 7.6.6 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. During the thirty-nine month period, he/she shall be employed in a vacant position when one is available in all classes of his/her previous assignment over all other available candidates, except for a re-employment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.

7.7 JURY DUTY

- 7.7.1 An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty excluding voluntary Grand Jury service. The District shall pay the employee his/her regular rate of pay, subject to the forfeiture of jury duty allowance excluding meals, mileage and/or parking. Employees are required to provide verification from the Jury Commissioners Office of actual time spent on jury duty to the District Office.
- 7.7.2 All employees who are required to serve on jury duty shall not be required to report to work and shall receive their regular rate of pay, subject to the forfeiture of jury duty allowance, excluding meals, mileage and/or parking allowance.

7.8 PERSONAL NECESSITY LEAVE

- 7.8.1 Days of absence for illness or injury pursuant to Education Code Section 45191 may be used by the probationary or permanent employee, at his/her election, in cases of personal necessity, including the following:
- 7.8.2 Death or illness of a member of his/her immediate family when additional leave is required beyond that proceeded in Education Code Section 45207, and that provided in addition thereto as a right by the District;
- 7.8.3 Accident involving his/her property or person, or the property or person of his/her immediate family;
- 7.8.4 Appearance in any court, or before any administrative tribunal, as a litigant, party or witness under subpoena, or any order made with jurisdiction;
- 7.8.5 Such other reasons which may be prescribed by the District Board.
- 7.8.6 The District shall adopt rules and regulations requiring and prescribing the manner of proof of personal necessity for the purpose of this section. No earned leave in excess of seven (7) days may be used in any school year for the purposes enumerated in this section.
- 7.8.7 Classified employees may take up to four (4) days of the total seven (7) days of personal necessity leave as discretionary days with advanced notification to the site administrator and District Office when possible. Discretionary days may only be taken if an employee has a minimum of six (6) days of accumulative sick leave available. There shall be no more than two (2) classified employees per department or site who may use this leave on any given day, except with District approval. This leave shall not be used for concerted activities and is not cumulative. Additional days from accumulated sick leave may be granted by the District on a case-by-case basis without precedence.
- 7.8.8 If a discretionary leave day is preceded or extended by the employee calling in sick, the District may require a medical doctor's note.

7.9 MILITARY LEAVE

- 7.9.1 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.

7.10 JUDICIAL LEAVE

- 7.10.1 The District will grant a paid leave to employees under subpoena to appear as a witness in a court other than as a litigant or to respond to a subpoena from another jurisdiction other than as a litigant. Employees are required to provide verification from the court of actual time spent in court for this provision.

7.11 ATTENDANCE AT CONFERENCES

- 7.11.1 Subject to prior written District approval, employees may attend national, state or local conferences. Actual and necessary expenses shall be paid within the limitations of the funds allocated for this purpose. The approval of the Superintendent or designee must be secured for reimbursement of expenses.

7.12 ASSOCIATION LEAVE

- 7.12 Up to 240 hours per fiscal year of release time may be provided for attendance by Association President or designee for Association business, and conference. Additional hours may be provided by the Superintendent or designee with CSEA paying substitute costs.

ARTICLE 8: TRANSFER / PROMOTIONS

- 8.1 Definition: A transfer is defined as a permanent change of job site and/or work shift within the same position classification within the District, regardless of the number of hours per day or months per year. A lateral transfer is defined as a permanent change of job site within the same position classification, and within the same general work shift time frame of the employee's present work shift.
- 8.2 The notification of all vacancies shall be sent to all work sites. Notification shall include date vacancy is to be posted and the date the posting closes and shall be posted for a minimum of ten (10) working days at each District work site.
- 8.2.1 Internal Postings: Vacancies at Salary Schedule E/5 and above shall be posted per 8.2. Applications will be reviewed in a timely manner and qualified internal candidates may be interviewed after day 3. If no internal candidate is chosen the vacancy will continue to be posted for the remainder of the 10 (10) days per 8.2.
- 8.3 Employee Considerations: When vacancies occur, any unit member in good standing with the District (has received satisfactory evaluations and not in a needs to improve status) may apply by submitting a written request to the Human Resources Department within the ten (10) work day posting period for job vacancies.
- 8.3.1 Lateral Transfer – Employees shall have the option for transfer based on their seniority in the classification advertised; if two or more employees request the transfer, the senior most employee shall prevail. If the position is an increase in hours, the District and Union must agree to the transfer. If the District and Union do not agree to transfer an employee to increase his/her hours, the employee will be granted an interview.
- 8.3.2 The fact that the employee is “efficient” or “badly needed” on the present job shall not stand in the way of selection.
- 8.4 A copy of the Job Announcement will be mailed to the CSEA Chapter President.
- 8.5 District-Initiated Transfer: The District may laterally transfer or reassign a classified employee within the same job classification. District-Initiated Transfers are subject to the following conditions:

- 8.5.1 A District employee will not be subject to subsequent transfer for a period of one year following a District-initiated transfer.
- 8.5.2 The employee(s) subjected to a District-initiated transfer shall be entitled to a conference with the District to review the rationale for the District-Initiated transfer.
- 8.5.3 District-Initiated transfers shall not be advertised as a vacancy open for employee initiated transfers.
- 8.5.4 A District-initiated transfer may be for disciplinary reasons.
- 8.6 Criteria for District-Initiated Transfers: The following criteria shall be used in consideration of unit member transfer:
 - 8.6.1 The needs and efficient operation of the District;
 - 8.6.2 The contribution the unit member can make in the new position;
 - 8.6.3 The qualifications, including experience and recent training of the unit member compared to those of other candidates, for both the position to be filled and the position to be vacated.
 - 8.6.4 The recommendation of the immediate supervisor to whom the unit member is currently responsible and the immediate supervisor where the vacancy exists;
 - 8.6.5 The preference of the unit member;
 - 8.6.6 The hardship placed on the unit member;
 - 8.6.7 The Affirmative Action goals of the District.
- 8.7 Promotion: Promotion shall be deemed an assignment to a position in a higher classification with increased duties, responsibilities, qualifications, and a higher range of compensation. Beginning July 1, 2022, an employee who is promoted shall be placed on their current Salary Schedule progression per Article 3.1.2.
- 8.8 Employees Changing Classification: Existing employees who change classification shall serve a probationary period of not less than ninety (90) working days. The employee will be evaluated twice. The first evaluation will be no later than the twentieth (20th) working day of the probationary period. The second evaluation will be no later than the forty-fifth (45th) working day of the probationary period.
 - 8.8.1 Employees who are unsuccessful in completing a probationary period in a promoted position shall be allowed to return to their previous classification at the same number of hours per day and days per year.

ARTICLE 9: ORGANIZATIONAL SECURITY

- 9.1 Any unit member who is a member of the CSEA Chapter #830, or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct from the pay of members of Chapter #830, the normal and regular monthly dues. Deductions for unit members who sign such authorization after the

commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

- 9.2 Any unit member who is not a member of the CSEA Chapter #830 and who does not make application for membership within thirty (30) days of the effective date of the Agreement or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in the amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues.
- 9.3 In the event that a unit member shall not pay such fee directly to the Association, the Association shall so inform the District and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45168, and in the same manner as set forth in Section 9.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 9.4 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in or pay agency service fees to CSEA. Any employee claiming such exemption must do so in writing to the CSEA Legal Department, who will then determine whether the employee qualifies for the exemption. CSEA will then notify the District in writing of the employee's religious objector status. Such bona fide CSEA religious objectors shall be required, in lieu of an agency service fee, to pay a sum equal to an agency service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
 - a. American Cancer Society
 - b. American Heart Association
 - c. United Way
- 9.5 An employee claiming this exemption shall, as a condition of continued exemption from the requirement of paying agency service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made.
 - 9.5.1 Any dispute between religious objectors and CSEA regarding eligibility for this exemption shall not involve the District.
- 9.6 If an employee who holds a religious objection pursuant to Government Code section 3546.3 and /or this Article requests CSEA to use the grievance procedure or arbitration procedure on the employee's behalf, in order to grieve a matter directly related to the District's obligations under this Article, CSEA is authorized to charge the employee for reasonable cost of using such procedure.
- 9.7 With respect to all sums deducted by the District pursuant to Sections 9.1 and 9.2 above, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.
- 9.8 The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 9.3 of this Article.

- 9.9 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, insurance programs, credit union, savings bond, charitable deductions or any other plans or programs jointly approved by the Association and the District.
- 9.10 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action resulting from the implementation of this Article.

ARTICLE 10: VACATIONS

- 10.1 Vacation Allowance: The District shall grant classified employees an annual vacation at the regular rate of pay earned at the time the vacation is commenced. The paid vacation shall be granted in the fiscal year in which it is earned.
 - 10.1.1 Vacation time shall be computed and maintained by the District Office in hours.
 - 10.1.2 Earned vacation shall not become a vested right until after completion of six (6) months of active service with the District.
 - 10.1.3 The employee may be granted vacation during the school year even though not earned at the time the vacation is taken.

- 10.2 Accumulation

- 10.2.1 Full-time Classified Employees: Full-time classified employees (those working 200 days or more) will be eligible for vacation days as follows:

July 1 st	Years 1 – 5	10 days
July 1 st	Years 6 – 15	18 days
July 1 st	Years 16 or more	21 days

- 10.2.2 Employees working less than 200 hundred days per year: Classified employees working less than 200 hundred days shall be granted vacation days on a prorated basis which reflects the number of days worked and the years of service.

- 10.2.3 The following formula should be used to determine the number of vacation days:

Divide the number of eligible vacation days (per article 10.2.1) by 12 to establish percentage of full time. Multiply the established percentage by 10 to determine the earned vacation days.

- 10.3 Vacation Pay Out: Vacation days will be paid as a part of their regular pay check to all employees who are scheduled to work 206 days or less per year. All employees who work 207 days or more shall schedule their vacation.

- 10.3.1 Employees working 207 days or more may elect to cash out up to five (5) vacation carry-over days each year by submitting a request to Human Resources by May 15th.

- 10.4 Vested Rights: Earned vacation shall not become a vested right until after completion of six (6) months of active service with the District.

- 10.5 Vacation Carry-Over: A maximum of twelve (12) vacation days may be carried over into the next year. Application for the carry over of more than twelve (12) days must be made to the District in writing.
- 10.6 Holidays during Vacation: Whenever a holiday falls during the scheduled vacation of an employee, the holiday shall not count as the employee's vacation time.
- 10.7 Vacation Scheduling: Vacations shall be scheduled at times requested by employees insofar as it is possible with the District's work requirements. Requests for vacation must be made in writing and approved by the immediate supervisor. If there is any conflict between classified employees working in the same or similar job classifications as to when vacation shall be taken, the senior employee shall be accorded preference. However, once a vacation request has been approved, it shall not be revoked even when a more senior employee subsequently applies for the same vacation period.
- 10.8 Vacation Postponement: If an employee's vacation is due during a period when he/she is on leave due to illness, injury, or bereavement, he/she may request, in writing, that his/her vacation dates be changed and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time or may request to carry over his/her vacation to the following year.
- 10.9 Partial Vacation Day: When a classified employee is absent for authorized vacation of less than a full day, the employee shall be charged one hour for every hour of absence.
- 10.10 Vacation Pay Upon Termination/Retirement: Upon separation from the classified service, the employee shall be entitled to lump sum compensation for all earned vacation. Employees who have not completed six (6) months employment of regular status shall not be entitled to such compensation.
 - 10.11.1 If an employee is terminated/retires and has been granted vacation that was not year earned at the time of termination/retirement, the employer shall deduct from the employee's final check the full amount of salary, which was paid for such unearned days of vacation.

ARTICLE 11: HOURS OF EMPLOYMENT

- 11.1 Work Week: The workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. These provisions do not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
 - 11.1.1 Nothing in this Article shall restrict the District from establishing a workweek of fewer than forty (40) hours, or a workday of less than eight (8) hours per day.
- 11.2 Work Day: The length of the workday shall be designated by the District for each classified assignment in accordance with provisions set forth in this Agreement. Each employee shall be assigned a fixed, regular and ascertainable minimum number of hours per day, days per week, hours per year, days per year and months per year.
 - 11.2.1 Employees assigned to sites shall be notified by the site administrator of their next assigned work year no later than May 15th for the following school year by the site administrator.

- 11.2.2 The District may establish a four (4) consecutive day workweek of ten (10) hours per day as provided for in Education Code Section 45132.
- 11.3 Lunch Periods: All classified employees assigned more than four (4) hours on a regular basis are entitled to a duty free lunch period of not less than thirty (30) or more than sixty (60) minutes, and shall be scheduled for full-time, eight (8) hour a day employees at or about the midpoint of each work shift. Lunch periods shall not be considered a part of the normal working day.
- 11.4 Rest Periods: Classified employees will be granted a fifteen (15) minute rest break during a four (4) hour working period. The immediate supervisor determines the number of employees to be off at any one time. Rest periods for the time worked beyond four (4) hours will be calculated proportionately to the number of hours the employee works.
- 11.5 Summer School assignments that are in addition to the normal work year of a bargaining unit member, not in a needs improvement status, will be awarded by seniority within classification at the site first before going District wide. In the event there are vacancies in summer school, the vacancies will then be offered to qualified employees in other classifications by seniority at the site before going District Wide. This does not apply to the Transportation Department (for the Transportation Department refer to Article 29.) This does not apply in situations that arise due to educational/program needs.
- 11.6 Extra Work: Insofar as practicable, extra work shall be distributed equally among qualified employees in good standing and not in a needs improvement status who have indicated to the District that they desire to perform extra work. This distribution will be based on classification and seniority. Employees at the site where the work is occurring will be given first consideration.
- 11.7 Authorized Training and Testing: Time devoted to State mandated training or testing or any training or testing authorized by the District shall be considered hours worked.
- 11.8 Minimum Call-In Time: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours of pay at the appropriate overtime rate of pay under this Agreement. An employee who has been scheduled to perform extra work, and then twenty-four (24) hours or less in advance of the work to be performed, has the extra work assignment cancelled by the District, shall receive a minimum two (2) hours pay. Workers scheduled for a weekend or holiday assignment that is subsequently cancelled within one (1) hour of the scheduled time the work is to be performed by the District, shall receive four (4) hours pay. Any employee who has left the premises and who is called back to work after the completion of his/her work assignment shall be compensated for at least two (2) hours of work at the appropriate rate of pay.
- 11.9 Swing Shift: The regular rate of pay shall include the one-half (1/2) hour of paid lunch period for swing shift.
- 11.10 Split-Shift Differential: Bargaining unit members who work a split shift shall be paid an additional allotment of \$5.50 per day.
- 11.11 In conjunction with OTA, The District and the Association shall mutually agree upon the school calendar prior to adoption.
- 11.12 School Enrollment – 800: Oakdale Joint Unified School District (OJUSD), California School Employees Association (CSEA) and its Oakdale Joint Unified School District Chapter #830, agree to the following regarding the possible increase in time for specified classified classifications at elementary schools when the enrollment of a site meets or exceeds 800 of any

given year. These positions serve students in a like capacity at other elementary schools in the District. The positions include, but are not limited to: Librarian, Computer Education Instructor and Health Clerk. The agreement is:

- 11.12.1 When enrollment meets or exceeds 800 of any given year by August 1, the District will, with input from the site administrator, determine if additional time is needed for the specific classifications listed above. If additional time is needed for a classification not listed above, the District will notify CSEA of the additional unspecified classification(s).
 - 11.12.1.1 The additional time needed will be determined by the District with input from the site administrator and will be provided to employee's identified by the District within the classification(s) based on student needs.
 - 11.12.1.2 The intent of the additional time, for these employees, is to continue to provide services to the students at that specific site. The intent is not to have a negative financial impact on the employee who will receive the additional time. The financial impact to the employee will be considered, but the service that is needed for the students will be the determining factor.
 - 11.12.1.3 The extra time that is allotted will be in place for the entire work year even if the enrollment drops below the qualifying enrollment of 800 during that school year.
- 11.12.2 Enrollment at all elementary schools will be reviewed each year and the process will be initiated again if an elementary school's enrollment meets or exceeds 800.
- 11.12.3 Employees who have additional time added for a specific year, will not have that time in upcoming years unless the District, with input from the site or department administrator, director or manager, determine that the additional time is needed and the enrollment of that school meets or exceeds 800.
- 11.12.4 If a school's enrollment drops below 800 by August 1 of any given year, this agreement will not be implemented. Any time increases provided to employees from a prior year will be reduced to the status quo before the time increase for the subsequent school year. This loss of time will not be considered a layoff as governed by Article 19 of the OJUSD/CSEA #830 Collective Bargaining Agreement and CSEA waives the right to negotiate the impact of such a resulting elimination of the previously increased time.

ARTICLE 12: GRIEVANCE PROCEDURE

- 12.1 Purpose: The grievance procedure provides a means whereby an employee, group of employees, or their representatives may express dissatisfaction about matters growing out of their employment with the District without fear of reprisal and to provide an administrative mechanism to resolve problems as promptly as possible at the lowest supervisory level with provisions to carry the grievance to higher levels until finally resolved, provided resolution is within legal authority of the District.
- 12.2 Definitions:

12.2.1 A grievance is an allegation by an employee or group of employees or CSEA that there has been a misinterpretation, misapplication, or alleged violation of this Agreement.

12.2.2 A day is any day that the District Office is open for business.

12.3 Procedure: Grievances shall be handled in the following manner:

12.3.1 Step One: An aggrieved employee shall discuss the grievance informally with his/her immediate supervisor. If the grievance is not satisfactorily adjusted informally, the grievant may proceed to Step Two within twenty (20) days after the grievant knew, or should have known, of the act or condition-giving rise to the grievance.

12.3.2 Step Two: If not satisfied with the disposition of the grievance at Step One, an aggrieved employee may present a grievance in writing to his/her immediate supervisor. Copies shall be sent to CSEA and the Assistant Superintendent Human Resources. This statement shall include:

12.3.2.1 The specific grounds of the grievance, including names, dates and places necessary for complete understanding of the grievance.

12.3.2.2 A listing of the provisions of this Agreement, which are alleged to have been violated or misapplied.

12.3.2.3 The reasons why the solutions proposed in Step One are unacceptable.

12.3.2.4 The specific action requested to remedy the grievance. At Step Two, the grievant may elect, in writing, to represent himself/herself rather than have CSEA provide representation. If the grievant elects to represent himself/herself at this Step, or at any later Step, CSEA shall be relieved of any further obligation to share in any further expense of the grievance procedure. The immediate supervisor shall communicate his/her written decision within ten (10) working days after receipt of the written grievance.

12.3.3 Step Three: If the grievance is not satisfactorily adjusted at Step Two, or if the District does not respond at Step Two within ten (10) working days, the grievant may submit the grievance, in writing, to the District Superintendent within ten (10) working days of the receipt of the response at Step Two or ten (10) working days after the time limit for the District response in Step Two. Within ten (10) working days of the receipt of the grievance at Step Three, the Superintendent or Superintendent's designee will meet with the grievant and/or his/her representative in an attempt to resolve the grievance. Within ten (10) working days after this meeting, the Superintendent/Superintendent Designee shall deliver to the grievant and CSEA the written response to the grievance.

12.3.4 Step Four: If the grievance is not resolved in Steps One, Two and Three, the grievant may request a hearing before an arbitrator, in writing. The written request shall be filed with the Superintendent/Superintendent Designee within ten (10) working days after receipt of the written decision of the Superintendent/Superintendent Designee at Step Three.

12.3.4.1 The arbitrator shall hold a hearing concerning the grievance within fifteen (15) days and render an advisory decision within forty-five (45) days after the closing of the hearing. This timeline will be adjusted to meet the demands of the arbitrator's calendar.

- 12.3.4.2 Recourse by an employee at Step Four of the Grievance Procedure shall constitute a waiver of any legal or statutory rights to relief for the action or condition, which is the subject of the grievance. However, if the Board does not implement an arbitration decision favorable to the grievant, the latter shall be entitled to pursue any legal remedies, which may otherwise be available.
- 12.3.4.3 Selection of Arbitrator: The selection of Arbitrator shall be made from a list submitted by the State Mediation and Conciliation Service (SMCS) or the American Arbitration Association (AAA). The SMCS or AAA shall supply a list of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The order of striking shall be determined by lots.
- 12.3.4.4 Payment of Arbitrator: Each party will be responsible for the preparation of its own case. The grievant and the District will share equally in payment for all expenses, including the services and expenses of the arbitrator.
- 12.3.4.5 Powers and Limitations of Arbitrator: The arbitrator shall consider only those issues which have been properly carried through all prior steps of the grievance procedure; the arbitrator shall afford District representatives and the employee involved and/or his/her representative a reasonable opportunity to present evidence, witnesses and arguments; the jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of the collective bargaining agreement; the arbitrator shall render a decision which shall be advisory only if the District does not implement a grievance sustained by the arbitrator, it shall submit its reasons in writing to the grievant; the arbitrator may consider only one (1) grievance at a time, unless the District expressly agrees otherwise; however, the parties should endeavor to handle cases involving the same or similar facts and/or issues in an expeditious and convenient manner.

12.3.5 Step Five: In the event that either party is not satisfied with the advisory findings or recommendations of the arbitrator, either party may appeal the decision, in writing, within ten (10) days to the Governing Board of the District.

- 12.3.5.1 The recommendation of the arbitrator shall be advisory only. If, upon review, the Governing Board determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence, which must include statements by the grievant. The Board shall render a decision, in writing, within twenty (20) days of the conclusion of its investigation and transmit this decision to all parties of interest. Reasons for the decision shall be included in the Board's written decision. At this level, the Board shall be the final appeal and their decision will stand. This does not exclude the possibilities of court action.

12.4 Group Grievances: The District reserves the right to separate grievances, which are subject to different relevant contractual, legal and/or factual considerations.

12.5 Employee Processed Grievance: An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided

copies of any grievance filed by an employee directly and any written responses by the District. Prior to any resolution of any grievance at Step Two or higher, CSEA shall be given an opportunity to state its views on the grievance.

- 12.6 Grievance Witness: Any employee required to appear, as a witness in connection with this Article shall suffer no loss of pay as a result.
- 12.7 Time of Grievance Processing: The parties shall make a good faith effort to process grievances at times, which do not interfere with District operations or assigned duties.
- 12.8 Separate Grievance File: Records pertaining to an employee's grievance shall be kept in a file separate from the employee's personnel file.
- 12.9 Notices: Dated District notices posted in employee lounges and sent to the CSEA Chapter President shall be considered as binding all employees and the CSEAS with knowledge of the contents thereof.
- 12.10 The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of.
- 12.11 A decision rendered at any step in these procedures becomes the final unless appealed within the time limit specified. If a decision is not given with the time limit, an appeal may be taken directly to the next level.
- 12.12 Time limits in these procedures may be modified only by written agreement signed by the parties.

ARTICLE 13: NON DISCRIMINATION

- 13.1 The District shall not unlawfully discriminate against employees on the basis of race, color creed, age, sex, national origin, political affiliation, domicile, marital status, gender identity, sexual orientation, or handicap.
- 13.2 Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights to engage or to not engage in a CSEA activity.

ARTICLE 14: NOTICE OF EMPLOYEE STATUS

- 14.1 Upon initial employment and with each change in classification, each affected employee shall receive a copy of his/her job description and the "Personnel Status Notice". CSEA shall be provided copies of all job descriptions. A copy of all classified non-management job descriptions shall be available from the District Office.

ARTICLE 15: PERSONNEL FILES

- 15.1 The personnel files of each employee shall be maintained in the District Office. No disciplinary action of any kind shall be taken against an employee based upon materials, which are not in the personnel file. The only exception to this provision is when the employee's presence would endanger the lives, safety, health and welfare of the students, fellow employees or himself/herself. Under these circumstances, the District may immediately suspend the employee with pay, until said employee is granted a hearing for the above-cited exceptions.
 - 15.1.1 Such material is not to include ratings, reports or records which: were obtained prior to the employment of the person involved; were prepared by the identifiable examination committee members; were obtained in connection with promotional examinations.

- 15.2 Every employee, or authorized designee with prior written authorization from said employee, shall have the right to inspect such materials upon request during regular business hours. This inspection shall take place in the presence of an employee of the Human Resources Department, provided that the time requested for the inspection is not during the inspecting employee's assigned work hours.
- 15.3 Information of a derogatory nature, except materials mentioned in 15.1 of this Article, shall not be entered or filed unless and until the employee is given notice. Following such notice, the employee shall have ten (10) working days to review and have attached thereon the employee's comments relative to such derogatory material. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.

ARTICLE 16: DEMOTION, SUSPENSION, DISMISSAL

- 16.1 Probationary employees may be dismissed whenever their work is unsatisfactory. Dismissal procedures are not necessary for probationary employees.
- 16.2 The Superintendent/designee may dismiss, suspend or demote any permanent employee in the classified service for cause. Among the causes which shall be deemed sufficient for dismissal, suspension, demotion or other disciplinary action are the following:
- 16.2.1 Excessive unauthorized absence or tardiness;
 - 16.2.2 Commitment or conviction of any criminal act;
 - 16.2.3 Conduct unbecoming any employee in the public service;
 - 16.2.4 Disorderly or immoral conduct;
 - 16.2.5 Incapacity due to mental or physical disability;
 - 16.2.6 Incompetency or inefficiency;
 - 16.2.7 Insubordination;
 - 16.2.8 Violation of any lawful regulation or order made by a line superior;
 - 16.2.9 Neglect of duty;
 - 16.2.10 Negligence or willful damage to public property or waste of public supplies or equipment;
 - 16.2.11 Intoxication;
 - 16.2.12 Willful violation of any provisions of these rules and regulations;
 - 16.2.13 Willful falsification of the application for employment;
 - 16.2.14 Abuse or misuse of sick leave, or unauthorized absence;
 - 16.2.15 These and other causes for dismissal as outlined in the Education Code.
- 16.3 In non-critical situations, an employee whose work or conduct is of such nature as to possibly incur discipline shall first be warned, in writing, by the supervisor. The supervisor shall give not more than ten (10) workdays to permit the employee to correct the deficiency without incurring disciplinary action. No more than one written warning shall be given before disciplinary action is imposed.
- 16.4 No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could have reasonably been assumed that the employee should have disclosed the facts to the employing District.

- 16.5 Preliminary Written Notice (Skelly Notice): A permanent classified employee shall receive a preliminary written notice of any proposed suspension without pay, termination or demotion. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective. The notice also establishes a date on which the employee may appear to show cause why charges should not be filed. The written notice shall be personally served on the employee or mailed to the employee's last known address via certified mail. Any known written materials, reports or documentation upon which the disciplinary action is based must be attached to the preliminary written notice.
- 16.6 Notice of Suspension or Dismissal: A permanent classified employee who is suspended without pay, terminated or demoted shall be given written notice of the specific charges. The dismissal or suspension notice shall contain a statement of the employee's rights to a hearing on such charges and said notice shall be accompanied by a paper, the signing and filing of which with the Superintendent/Superintendent Designee shall constitute a demand for hearing and a denial of all charges. Failure of the employee to file a request for a hearing within five (5) working days shall constitute a waiver of the employee's right to a hearing and appeal.
- 16.7 A permanent classified employee may be placed on paid administrative leave, pending the outcome of the proposed disciplinary action.
- 16.8 No suspension shall be effective for a period of more than thirty (30) days without the prior approval of the Governing Board of the District.
- 16.9 The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be final and binding on all parties.
- 16.9.1 If the appeal of the employee is sustained, the Governing Board may order full or partial compensation from the time of dismissal, suspension or demotion and shall order employee's reinstatement.
- 16.9.2 If the order of the Superintendent is sustained, the Governing Board shall declare the Superintendent's action effective as when made.

ARTICLE 17: EVALUATION PROCEDURES

- 17.1 Regular evaluations are to be made of all classified employees. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay or undocumented statements not previously discussed with the employee, but shall be based only upon the direct observation and knowledge of the evaluator (the evaluator being the immediate supervisor). Any negative evaluation shall include specific deficiencies and specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made, with the exception of any attendance issues. If an employee chooses to attach a statement to the evaluation form, it must be done within 10 working days of receiving the evaluation. Permanent employees who receive an overall evaluation of "needs to improve" may ask their supervisor for a re-evaluation, no earlier than 6 months after the start of the subsequent fiscal year. Supervisors are under no obligation to grant the request.
- 17.2 Probationary Status: Each employee shall serve a probationary period of six (6) months or 130 days, whichever is longer, in the classification to which he/she has been assigned and may be evaluated prior to the end of the first, third and fifth months. If after the sixth month or 130 days of probation the evaluations are favorable, the employee will become permanent at the

beginning of the seventh (7th) month of employment. A probationary employee may be released without cause at any time during the probationary period.

17.2 Permanent Status: Permanent employees are to be evaluated at least once annually. The evaluations process shall be reviewed and signed by the employee and be completed by May 15th. If this process is not completed by May 15th, the evaluation shall not be placed in the employee's personnel file. However, a letter noting this deficit, signed by the Superintendent, shall be placed in the employee's personnel file in place of that year's evaluation. If the employee is unavailable or off work at the evaluation deadline, the timeline may be extended to one (1) week after the employee returns to work.

17.3.1 Permanent employees with five (5) years of service in the District, who are not in a "needs improvement" status, shall be evaluated every two years, unless the evaluator determines at any time that there exists cause for the employee to remain on, or return to, the existing evaluation schedule.

17.3.2 An employee shall receive one (1) copy of the completed evaluation and one (1) copy shall be placed in his/her personnel file no later than June 1st.

17.4 Standard Evaluation Form: The District agrees to use a standard evaluation form agreed to by the Association and the District.

ARTICLE 18: EARLY RETIREMENT

18.1 An Early Retirement Incentive Program (ERIP) will be provided by the District. Those employees eligible for retirement under the Public Employee's Retirement System (PERS) for school members shall be eligible to participate in the District ERIP providing the following provisions are met:

18.1.1 The employee must have completed a minimum of fifteen (15) years of continuous service to the District, including service to the Oakdale Joint Union High School District and/or the Oakdale Joint Union Elementary School District.

18.1.2 The employee must have attained the age of fifty-five (55) years of the retiring year.

18.1.3 To be eligible, the classified employee shall notify the District Superintendent of his/her intent to retire early no later than thirty (30) days prior to retirement.

18.1.4 Early retirement shall apply to those classified employees between 55 and including 63 years of age.

18.1.5 No classified employee who is to receive ERIP payment may accept a position in the Oakdale Joint Unified School District or any other public school district in California. (Substituting or any other short-term contracts allowed by PERS and not affecting the retirement payments are exceptions.) If this provision is violated, the amount of the ERIP payment paid shall be returned to the District and subsequent payments terminated.

18.1.6 Such incentive payments are not utilized in determining compensation for retirement benefit payment purposes.

18.1.7 The amount of ERIP incentive shall be determined as follows:

- 18.1.7.1 Fifty percent (50%) of his/her current yearly salary for retiring between the age of 55 and including 59 years of age.
- 18.1.7.2 Forty-five percent (45%) of his/her current yearly salary for retiring at 60 years of age.
- 18.1.7.3 Twenty-five percent (25%) of his/her current yearly salary for retiring at 61 years of age.
- 18.1.7.4 Fifteen percent (15%) of his/her current yearly salary for retiring between 62 and including 63 years of age.
- 18.1.7.5 Longevity pay is included in computation, but not overtime pay.

18.2 The employee may elect to:

18.2.1 Receive all or part of the ERIP payment prior to the effective date of retirement:

OR

18.2.2 Receive the ERIP payment in installments, the amounts and dates of which will be designated by the employee, so that the retiree does not receive in excess of that allowed by PERS regulation from public school employment in any fiscal year. Total ERIP payments shall be made within five (5) years.

18.3 In case of death of the retiree, the unpaid portion of the ERIP payment(s) shall be paid to his/her estate.

18.4 Retirees may continue the benefits of group rates for medical, dental, prescription drugs and vision programs as long as the retiree continues to reimburse the District for these programs. Retirees may continue other health benefit programs as long as the cost of such is reimbursed to the District.

ARTICLE 19: LAYOFF

19.1 No regular employee (permanent or probationary) of the classified service shall be laid off from any position while employees serving under short-term, emergency provisional or substitute employment are retained in positions of the same or similar class.

19.2 Layoff Notice: An employee may be subject to layoff for lack of work or lack of funds. A reduction in hours shall be viewed as a layoff. Procedures for layoff notice and right to hearing are set forth in Ed Code section 45117

19.2.1 Per Ed Code 45117 permanent employees subject to layoff will be notified by March 15th. Employees subject to layoff due to expiration of a specially funded program shall be given (60) calendar days' notice.

19.3 Definition of Seniority: Seniority shall be based on date of hire in the District.

19.3.1 For layoff purposes, any layoff shall be administered within a classification. The order of layoff shall be based on seniority within that class and higher classes in which the employee has served. The employee(s) with the least seniority within the classification shall be laid off first.

- 19.4 Displacement Rights: An employee laid off from his/her present classification may have the option of displacement into the next lower class in which the employee has served and has greater seniority. The employee may continue to displace into such equal or lower classes to avoid layoff provided the employee has worked previously in the lower class position. An employee who elects to this option will be placed on a sixty-three (63) month re-employment list.
- 19.5 Layoff in Lieu of Displacement: An employee who elects a layoff in lieu of displacement maintains his/her reemployment rights under this Agreement for a period of thirty-nine (39) months.
- 19.6 Equal Seniority: If two (2) or more employees subject to layoff have equal class seniority, the determination of who shall be laid off will be made on the basis of the greater hire date seniority; and if that be equal, the determination shall be made by lot.
- 19.7 Reemployment Rights: Laid off persons are eligible for preferred reemployment in the class from which laid off for a thirty-nine (39) month period and shall be offered employment in reverse order of layoff. A laid off employee who has accepted demotion in lieu of layoff shall have an additional twenty-four (24) months to be reemployed in the former position, or a total of sixty-three (63) months from the date of the original layoff.
- 19.7.1 Notice of the opportunity for reemployment shall be made by certified mail, personal service or by every contact that is logged. When verbal contact is utilized, the notice of opportunity for reemployment by verbal contact shall be followed up by notice using certified mail or personal service.
- 19.7.2 The laid off person shall accept or reject the opportunity for reemployment no later than the close of business on the second day following receipt of such notice. An employee's rejection of the offer of reemployment shall not deprive him/her of reemployment rights contained in this section. If an employee rejects reemployment, the District has the option of asking the employee if he/she wishes to be taken off the reemployment list.
- 19.7.3 When reemployment is accepted, the person shall have a maximum of five (5) working days to report to work. If the employee is employed with other employment at the time of acceptance of reemployment, the person shall have the maximum of ten (10) working days to report to work. Failure to report within the time described above shall be just cause for removing the laid off employee's name from the reemployment list.
- 19.7.4 Time limits may be extended for a reasonable period or the laid off person's name may be passed over to a definite point of time upon receipt of verification of willingness or an acceptable personal hardship as determined by the Superintendent. Such extensions or passing over shall not be unreasonably upheld.
- 19.8 Retirement in Lieu of Layoff: Any employee who was subject to being, or was in fact, laid off and who was qualified for an elected service retirement from the Public Employee's Retirement System (PERS), shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of PERS of the fact that retirement was due to layoff. If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy, but may fill it on a temporary basis until the Board of Administration of PERS has properly processed his/her request for reinstatement from retirement.
- 19.9 Right to Apply for Vacancies: A laid off employee may place an application on file for any position for which he/she feels qualified. If an application is on file, the laid off employee shall

be notified of any such vacancy during the layoff period. Vacant positions will be filled by qualified laid off employees first. If rehired during a thirty-nine (39) month period, all rights and benefits shall be restored.

- 19.10 Seniority Roster: In the event a layoff is necessary, the District shall prepare an updated hire date seniority list. Such roster shall be available to CSEA.
- 19.11 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.
- 19.12 Vacation: An employee who is laid off and is subsequently reemployed shall be credited with no break in service for purposes of placement on the vacation schedule.
- 19.13 Longevity and Step Increases: When an employee is laid off or elects retirement in lieu of layoff and is reemployed by the District within thirty-nine (39) months, all time during which he/she was in a laid off status shall count as seniority towards longevity and step increments and no break in service shall be considered.
- 19.14 Health and Welfare Benefits: If an employee is laid off or elects retirement in lieu of layoff, his/her eligibility for District health and welfare benefits shall continue for eighteen (18) months from the effective date of layoff at his/her own expense by making payments to the District in advance.

ARTICLE 20: SAVING CLAUSE

- 20.1 If any provision of this Agreement should be held invalid by operation of law, or by any state or federal court or administrative agency of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any state or federal court or administrative agency of competent jurisdiction pending final determination as to its validity, all other provisions of this Agreement shall not be affected thereby, invalidated or suspended provisions shall be renegotiated within thirty (30) days after a particular provision is covered.
- 20.2 Upon request, CSEA shall have the right to negotiate upon the reduction or elimination of classified employees benefits included in this master contract resulting from the amendment or repeal of statutory guarantees incorporated into this Agreement.

ARTICLE 21: MISCELLANEOUS PROVISIONS

- 21.1 By mutual consent of the District and CSEA, any Article in this Agreement may be reopened during the duration of this Agreement.
- 21.2 Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto.
- 21.3 Distribution of Agreement: Within sixty (60) days after the execution of this Agreement, the District shall print or duplicate and provide, without charge, a copy of this Agreement to each employee on the negotiating team and site reps. The District will also post on the District website. Each newly employed employee shall be provided with a copy of the Agreement by the District, without charge, at the time of employment.
- 21.4 Responsibility to check and respond to District email: Classified personnel, who are contracted to work at least six (6) hours per day and ten (10) months per year, are required to check and respond to their District email account on a regular basis, during work hours. The District will

make a reasonable effort to ensure that all bargaining unit employees have access to computers and District email during their scheduled shifts.

ARTICLE 22: HEALTH AND WELFARE BENEFITS

- 22.1 Classified employees shall have the District contribution for health and welfare benefit coverage based upon the following, effective July 1, 2001:
- 22.1.1 Six (6) hours or more of employment per day shall qualify for the maximum District contribution, which currently is \$8,292/year. If the selected health and welfare coverage with the current Insurance Company-costs less than the District's maximum contribution, the employee may cash out the difference. For those 6 to 8 hour per day employees choosing to cash out the district's contribution, the following article applies:
- 22.1.1.2 Employees that work 6 hours, but less than 8 hours, per day are required to take medical, dental, and vision insurance with the District's current insurance provider unless the employee provides proof that he/she currently has other medical, dental, and vision coverage. Proof of other coverage must be provided to the district twice annually, no later than February 28th and August 31st each and every year.
- 22.1.1.3 Employees that are entitled to health and welfare benefits are required to purchase life insurance through the District's group life insurance plan.
- 22.1.2 Less than six (6) hour/day and four (4) hour or more day employees would receive a straight pro ration of the District's contribution, based upon an eight (8) hour workday. These employees may cash out based on the same criteria as listed in 21.1.1 and 22.1.1.2.
- 22.1.3 Less than a four (4) hour employee would not be entitled to any health and welfare coverage nor District contribution.
- 22.2 As an election, those "Grandfathered" employees who have elected to "cash out" shall receive a maximum of \$7,050.00 per year, prorated, rather than receiving health benefit coverage
- 22.2.1 If, at any subsequent time, any of the above "Grandfathered" individuals wish to receive any level of health benefit coverage, other than group life insurance, through the District, that election shall thereafter terminate their right to receive the cash payment in lieu of benefit coverage. "Grandfathered" employees that have elected to "cash out" are required to purchase life insurance through the District's group life insurance plan.
- 22.3 Retiree Health Benefit Coverage: The District shall provide retirees who have ten (10) years of service with the District and are between the age of 55 and 66 with medical benefits for the employee only, not to exceed the active employee cap at the time of retirement from the District. The coverage will be in effect for a maximum of eleven (11) years or until the retiree reaches the qualification age for Medicare, whichever comes first.

If the qualified retiree chooses to purchase medical coverage other than what is district provided, the retiree will be reimbursed for single party coverage OR if the retiree is added to dependent coverage, the retiree will be reimbursed the difference between 2-party and single party coverage. The reimbursement is not to exceed the active employee cap at the time of retirement from the district.

ARTICLE 23: TERM OF AGREEMENT

- 23.1 This Agreement shall remain in full force and effect up to and including June 30, 2020, and thereafter shall continue in effect year-by-year unless modified or amended through the negotiation process.
- 23.1.1 The Association and the District shall submit their initial proposals together for a successor Agreement or any re-openers at the regularly scheduled September Board meeting.
- 23.2 Term: Contract duration through June 30, 2023, with 2 reopeners of either parties choosing plus salary and benefits in 2021-2022 and 2022-2023.
- 23.2.1 2023-2024 A Successor Agreement will be agreed upon.
- 23.3 CSEA shall have the right to designate six (6) employees who shall be given reasonable release time to participate in negotiations.
- 23.4 The parties may re-open additional articles at any time by mutual agreement as requested by either party.

ARTICLE 24: ORGANIZATIONAL RIGHTS

- 24.1 Authorized representatives of CSEA may transact official business of CSEA on District property during non-duty hours, including monthly meetings. Authorized representatives may operate on District property at reasonable times during duty hours for the purpose of representing bargaining unit members on grievances and matters related thereto. The immediate supervisor shall be notified reasonably in advance by the authorized representatives.
- 24.2 Authorized representatives of CSEA may use designated District bulletin boards, mailboxes, copy machine (at no cost to District), District facilities and the school intra-district mail system for the sorting or transmission of information or notices concerning CSEA matters.
- 24.3 The President of CSEA Chapter #830 shall be supplied with a seniority roster of all bargaining unit employees each year no later than July 31st. The District shall maintain a current seniority list, indicating employee's classification seniority by hours and date of hire.

ARTICLE 25: EXPENSES AND MATERIALS

- 25.1 The District may require the wearing of district-approved uniforms by classified personnel. Uniforms will be purchased by the District. Any District required equipment, identification badges, emblems and cards shall be purchased by the District. Mechanic's uniforms will be supplied and laundered at the District's expense. The District will provide up to five (5) uniforms/shirts and replace up to four (4) uniforms/shirts per employee, per year. New uniforms will be ordered annually.
- 25.2 The District agrees to provide all tools, equipment and supplies, reasonable and necessary to employee for performance of employment duties. Tools purchased by the District shall remain property of the District.
- 25.3 Should the duties of an employee require use of any equipment or gear to insure the safety of the employee or others, the District shall provide such equipment or gear to the employee.

- 25.4 Should the District require a physical examination to be taken by a classified employee or when classified employees are required by law to submit to a physical examination (including a TB test) for continuance in employment, the District shall cause it to be provided, or provide the employee with reimbursement for the examination and mileage. The District shall also provide release time for any employee to take any required examination.
- 25.5 The District agrees to provide secondary personal and property damage insurance to employees in the event that employees are required to use their personal vehicles on District business.
- 25.6 The District shall fully compensate all employees for loss or damage to personal property required by the District in the course of employment. The employee is required to have prior written authorization from the site administrator for use of personal property.
- 25.7 The District shall provide or reimburse permanent employees for the cost of their First Aide class needed to maintain their current First Aid Certificate.

ARTICLE 26: EMPLOYEE SAFETY

- 26.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well being.
- 26.2 The District will make a reasonable effort to provide for each employee's safety.
- 26.3 Any employee who observes a working condition deemed unsafe to employee, shall report such condition to his/her immediate supervisor. The immediate supervisor will consider such report promptly.
- 26.4 All employees will report any suspicious situations (i.e., bombs, unsafe materials or chemicals).
- 26.5 Employees shall immediately report, in writing, cases of assault or threatened assault suffered by them in connection with their employment to their immediate supervisor.
- 26.6 No employee shall be in any way discriminated against as a result of reporting any unsafe conditions.

ARTICLE 27: CLASSIFICATION AND RECLASSIFICATION

- 27.1 CSEA and the District shall negotiate any new classifications created by the District within the classified bargaining unit. The District may revise and update job descriptions after getting input from the affected bargaining unit members and their immediate supervisor.
 - 27.1.1 Prior to Board approval, CSEA and the District will meet and negotiate any disputed job descriptions.
 - 27.1.2 All revised and new job descriptions will be sent to CSEA for review and will be negotiated prior to Board approval.
 - 27.1.3 No job description shall be held back from review or approval because of the phrase (or similar phrases) "performs other related duties as assigned".
- 27.2 **Reclassification:** A reclassification shall be defined as the movement of an employee in one classification to an existing or new classification due to the fact that an employee's duties have

gradually increased to encompass the duties of the existing or new classification and not the employee's previous classification.

27.2.1 Any employee who feels his/her position should be reclassified, must have their request and all supporting documents turned in to the District Office by March 15 prior to the close of business. An employee may submit only one request for reclassification per school year and it must be received by the District on or before the March 15 deadline.

27.3 Reclassification Committee: The Reclassification Committee shall be comprised of the District Human Resources Officer, the Human Resources Specialist, and three CSEA designated representatives. The powers and authority of the committee shall be equally shared between CSEA and the District.

27.3.1 The Reclassification Committee shall investigate each request and shall interview the employee requesting the reclassification and the immediate supervisor of the employee. The Committee shall review all interview findings prior to making a final decision.

27.3.2 Reclassifications will take effect on July 1 of the year in which the reclassification is requested or any other date agreed to be the Committee.

27.3.3 An employee whose position is reclassified shall be placed on the same step of the new range.

27.3.4 The decision of the Reclassification Committee shall be final.

ARTICLE 28: SDI COMPENSATION

28.1 The District, upon final ratification of this Agreement, will begin coordinating benefits resulting from unit members becoming eligible and receive SDI compensation.

28.2 In order to facilitate the coordination of benefits, unit members will need to sign the appropriate SDI waiver form, which will allow the District to directly receive the actual SDI payment amounts received by the unit member.

28.3 When the District has received the SDI confirmation of benefits, the appropriate payroll adjustments will be entered for the unit member.

ARTICLE 29: TRANSPORTATION

29.1 Bus Drivers: Except as provided in this section, bus drivers shall be employed for a minimum of seven (7) hours per day. There may be four (4) bus drivers at any one time working fewer than six (6) hours. There may be more than four (4) with permission of the Association, based on employee preference to maintain reduced hours. This Article is not in violation of Article 19.2.

29.2 Working Conditions: Transportation:

29.2.1 Assignments: Bus drivers will be assigned routes on a yearly basis.

29.2.2 General Provisions:

a. When the District determines to fill a current or new bus route with a classified employee, that opening will be posted in the Transportation Department for five

(5) days. During this time, a regular driver may request a transfer to the new open route. The open route will be filled by the regular driver with the highest seniority requesting the open position.

- b. Effective July 1, 2003 seniority shall be the date of hire in classification. In the event two or more regular employees have an identical hire date, the tie shall be determined by lot.

29.2.3 Regular Hours: Each bus driver shall have designated start/end times for his or her scheduled workday. Included within the workday are times set aside for bus safety check out, bus washing, clerical duties, and other related transportation responsibilities. No routes shall be reduced more than 30 minutes from the original contracted time for that current contract year.

29.2.4 Trip Eligibility: Trips are open to any Transportation Department employee who is in good standing with the District (have received satisfactory evaluations and not in the needs to improve standing) and is licensed. Employees outside of the Bus Driver classification (Bus Driver) will be offered trips by seniority if no Bus Driver is available.

29.2.5 Trip Lists: The Director of Transportation will provide three (3) trip lists: one list for weekdays (Monday through Friday); and one list for weekends (Saturday and Sunday); and one list for school breaks. For a Bus Driver to be eligible to sign up for weekend or school break trips, they must also sign up for weekday trips.

29.2.5.1 A sign up list for weekday and weekend trips will be posted for two (2) weeks prior to the first day of school. Sign up lists for school breaks will be posted two weeks prior to breaks. School break lists will rotate by seniority. Any trading of trips must be approved by the Director of Transportation. New drivers may be added to the list when they become qualified. When a driver who has previously requested to be removed from the trip list asks to be reinstated, the reinstatement will be at the discretion of the Director of Transportation.

29.2.5.2 Trip refusals include weekday and weekend trips. If a driver is signed up for a trip and is out sick the day immediately before the trip, the driver must call the transportation office no later than 12pm the day before the trip to notify transportation whether or not they will be present the day of the trip. If they notify transportation that they will be in, but end up calling in sick on the day of the trip, that will constitute a trip refusal. Eight (8) unexcused trip refusals in a year will eliminate that driver from both trip lists for the remainder of the work year

29.2.5.3 Trips will be assigned in rotation by seniority.

29.2.5.4 If the driver cannot be reached, as determined by the District, to assign a last minute trip, or the driver declines a trip assignment for that day, it will not be counted as a refusal.

29.2.5.5 All trips will be posted by 12:00 noon on Thursday for the following week. If Thursday is a holiday, trips will be posted on the last working day of the week.

29.2.5.6 If a driver reports for an assignment for a scheduled trip, which has been canceled without notification to the driver, the affected driver would be subject to minimum call-in provisions contained in this Agreement.

29.3 The District reserves the right to make all trip and route assignments that best serve the needs of the District.

29.4 Bidding: Bus drivers shall bid for their final route by seniority for the 2005-2006 school year after completion of CSEA and District ratification of the 2004-2005 successor Agreement and shall be effective July 1, 2005. The routes shall be posted for a minimum of five (5) days prior to the actual bidding day. All routes posted shall be bid and this route will remain the driver's permanent route, unless there is an open bus route or the District determines to create a new route. If a new school opens and the majority of the routes must be reconfigured, there may be a re-bid with the consent of Oakdale Joint Unified School District and CSEA Chapter #830.

29.4.1 Stops may have adjustments to accommodate student and District needs. Contracted school bus drivers may trade routes by mutual consent with the approval of the Director of Transportation.

29.4 Contracting Out: The Director of Transportation will notify the CSEA transportation representative when an outside contractor will be used for special school bus trips.

29.5 Tool Stipend: The Equipment Mechanic and Equipment Technician shall receive a total annual equipment stipend of \$1,200 paid monthly at \$100.00. This stipend is intended for the employees to purchase the necessary tools required to perform their job.

ARTICLE 30: PROFESSIONAL GROWTH

30.1 PURPOSE: The purpose of the professional growth plan is to encourage employees to become lifelong learners: informed and active citizens who are positive role models and who are knowledgeable, self-directed members of the workplace.

30.2 DEFINITION: Professional growth means pursuing units to attain a career goal or pursuing course work, workshops or seminars to improve job skills or to advance technological literacy. Training courses provided by the District during regular work hours do not qualify for professional growth.

30.3 ELIGIBILITY: Permanent employees shall be eligible to participate in the professional growth program. The employee must be working and not on leave of absence during the time professional growth activity is undertaken.

30.4 EFFECTIVE DATE: The professional growth program shall be effective July 1, 2006 and shall apply to courses or training approved after that date.

30.5 PROFESSIONAL GROWTH STIPEND:

30.5.1 One professional growth unit is earned for each course unit earned or upon completion of fifteen (15) clock hours or course unit of pre-approved course work or training. The course work or training shall be approved in advance by the employee's immediate supervisor and submitted to Human Resources.

- 30.6 Completion of six professional growth units shall entitle the employee to a professional growth stipend of \$500.00 The professional growth stipend(s) shall be paid to the employee twice a year. The following payment schedule and guidelines apply:
- 30.6.1 For six (6) professional growth units completed and verified prior to January 15, the employee shall be paid a stipend in the February warrant. For units taken at a university or junior college the official transcripts must have been submitted by January 15. To have successfully completed the course, the employee must have passed the course or passed with a grade of C or better if the course is graded.
 - 30.6.2 For six (6) professional growth units completed and verified prior to June 15, the employee shall be paid a stipend in the July warrant. For units taken at a university or junior college the official transcripts must have been submitted by June 10. To have successfully completed the course, the employee must have passed the course or passed with a grade of C or better if the course is graded.
 - 30.6.3 An employee may carry over excessive units of approved professional growth credit from the previous stipend period to the next stipend period.
- 30.7 A maximum budget of \$5,000.00 annually will be allotted.

ARTICLE 31: AIR QUALITY INDEX

31.1 The District and CSEA agree to adopt the Air Quality Index (AQI) chart below. In the event air quality is considered unhealthy (151-200 AQI), the District will provide appropriate protective equipment. Whenever feasible, the District shall take appropriate measures to protect the health and safety of employees normally assigned to work outdoors by providing alternative indoor work assignments, in the event AQI is 201 or higher.

AQI Basics for Ozone and Particle Pollution			
Daily AQI Color	Levels of Concern	Values of Index	Description of Air Quality
Green	Good	0 to 50	Air quality is satisfactory, and air pollution poses little or no risk.
Yellow	Moderate	51 to 100	Air quality is acceptable. However, there may be a risk for some people, particularly those who are unusually sensitive to air pollution.
Orange	Unhealthy for Sensitive Groups	101 to 150	Members of sensitive groups may experience health effects. The general public is less likely to be affected.
Red	Unhealthy	151 to 200	Some members of the general public may experience health effects; members of sensitive groups may experience more serious health effects.
Purple	Very Unhealthy	201 to 300	Health alert: The risk of health effects is increased for everyone.
Maroon	Hazardous	301 and higher	Health warning of emergency conditions: everyone is more likely to be affected.

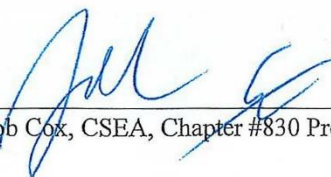
ARTICLE 32: Signatures

This agreement shall fully and completely resolve the 2022-2023 reopener negotiations of the parties Collective Bargaining Agreement (CBA) in effect July 1, 2020 through June 30, 2023.

Signed this 28th day of March 2023.



Craig Redman, OJUSD, Assistant Superintendent of Human Resources



Jacob Cox, CSEA, Chapter #830 President



Debra Ladwig, CSEA, labor Relations Representative