

LATON UNIFIED SCHOOL DISTRICT

C.S.E.A., CHAPTER #513

MASTER CONTRACT

Ending in June 30, 2024



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Article I: **AGREEMENT**

1.1 This is an Agreement made and entered into this first day of July 2020, between the Laton Unified School District (hereafter referred to as “District”) and California School Employees Association and its Laton Unified Chapter 513 (hereafter referred to as “Association”).

Article II: **RECONGITION**

2.1 The District hereby acknowledges that C.S.E.A. and its Laton Chapter 513, is the exclusive bargaining representative for all classified employees holding those positions in the recognized bargaining unit.

Article III: **DISTRICT RIGHTS**

3.1 It is understood and agreed that the District retains all of its power and authority to direct, manage and control the District to the full extent of the law.

3.2 Included in, but not limited to, those duties and powers is the right to:

3.2.1 Determine its organization;

3.2.2 Supervise the work of its employees;

3.2.3 Determine the times and hours of operation of the District;

3.2.4 Determine the kinds of levels of services to be provided and methods of providing them;

3.2.5 Establish District-wide educational policies, goals, and objectives;

3.2.6 Insure the rights and educational opportunities of students;

3.2.7 Determine staffing patterns;

3.2.8 Determine the number and kinds of personnel required;

3.2.9 Maintain the efficiency of District operations;

3.2.10 Build, move, or modify facilities;

3.2.11 Establish budget procedures and determine budgetary allocation;

3.2.12 Determine the methods of raising revenue;

3.2.13 Contract out work to be done or services to be rendered, provided that prior to contracting out work or services, which will eliminate bargaining unit positions, the District shall notify the Association.

3.2.14 Take action on any matter in the event of an emergency;

3.2.15 The right is retained to:

3.2.15.1 Hire

3.2.15.2 Classify

3.2.15.3 Assign or reassign

3.2.15.4 Evaluate

3.2.15.5 Promote

3.2.15.6 Terminate

3.2.15.7 Discipline employees

3.3 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

3.4 The District retains its right to suspend policies and practices referred to in this Agreement in cases of emergency. An emergency shall be defined as any situation in the District, which is, will, or has threatened, damaged or destroyed the safety, well-being or operation of District property, employees, students or the community. The determination of whether or not an emergency exists is solely within the discretion of the District and is expressly excluded from the provisions of Article XIV, "Grievance".

Article IV: **ASSOCIATION RIGHTS**

4.1 The employee organization shall have the right of access to District employees at reasonable times. The term, "reasonable times" as used herein means employee meal periods, breaks, or any other non-duty time. The employee association and its representative shall notify the school site administrator or the Superintendent and shall sign in at the school site or District office when coming on school grounds or entering school buildings for Association business.

4.2 Representatives of the employee organization may contact employees in any lounge facility, meeting room, office, classroom, garage or grounds of the District, provided that nothing herein shall be deemed to permit such access to an employee during any time set aside for assigned duty, that such access will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an

Association representative and provided further that such access will not be utilized in such a manner that will interfere with the assigned duties of any employee of the District.

- 4.3 Upon prior approval by the District management, the Association shall have the right to make reasonable use of the District's buildings, and facilities, equipment and e-mail system during non-duty time for the conduct of the lawful Association business.
- 4.4 The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent, subject to the following conditions; (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president; (b) a copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution; and (c) the Association will not post or distribute information which is derogatory or defamatory of the District or its personnel, subject to the immediate removal by the District. "Derogatory" shall be defined as statements directed at or concerning District personnel, which are degrading, disparaging or belittling and are not within the standards of good taste.
- 4.5 The Association, upon request, shall be furnished:
 - 4.5.1 Once a year, a list of bargaining unit members stating the job classifications, work site, and initial District hire date according to District records.
 - 4.5.2 After submission to the Board, one copy of J 201 budget at \$.10 per page;
 - 4.5.3 After posting, one copy of the agenda for meetings of the Board of Trustees.
 - 4.5.4 Subsequent to a meeting of the Board of Trustees, one copy of the minutes.
- 4.6 Within a reasonable period after the ratification of the contract, the District shall print or duplicate this contract and provide copies to all members of the bargaining unit, plus four (4) copies to the C.S.E.A. Laton Chapter #513.
- 4.7 The Association will exclusively receive time off from duties for the processing of grievances past Level I of the grievance procedure (Article XIV herein) for unit members who are designated as Association representatives, subject to the following conditions: (a) by no later than fifteen (15) days following the signing of this Agreement, the Association will designate in writing to the Superintendent, three (3) employees who are to receive the time off; (b) only one (1) representative per grievance shall receive release time; (c) twenty-four hours prior to release from duties for grievance processing, the designated representative shall inform his/her immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and (d) that such time off shall be limited solely to representing the grievant

in a conference with a supervisory or management person, beyond the informal level, and in no way shall this limitation include use of such time for matters such as gathering information, the interviewing witnesses, or preparing a presentation; (e) in addition, the Association shall receive three (3) hours of release time during the fiscal year which may be used for the purpose of interviewing witnesses or gathering information in a grievance proceeding beyond the informal level. Prior to taking release time pursuant to this Section, the employee shall get approval from his/her supervisor. Time cards shall be kept on the actual work times missed and the Association shall be notified when the three hours has been expended.

4.8 Job Descriptions

4.8.1 The District will maintain a complete set of classified job descriptions at the District office, each school office, the high school library, the elementary workroom and the bus garage. Two sets of classified descriptions will be provided the Association.

4.8.2 The appropriate management personnel or supervisor shall provide new employees with a current job description upon employment, or to any employee involved in a change of duties/responsibilities.

4.9 The Association shall have the right of a bank of twenty (20) hours of paid release time per contract year (non-cumulative) for executive board officers training. A minimum of ten (10) calendar days advanced notice shall be provided to the District for release time.

4.10 The Association shall have the right to take forty (40) hours of paid release time once a year (non-cumulative) to be used by the President or designee in order to attend the Annual CSEA Conference.

Article V: **LEAVES OF ABSENCE**

5.1 Personal Illness and Injury Leave

5.1.1 Regular full-time employees shall receive one (1) day of sick leave with pay annually per month of contracted service. Hourly employees shall receive a proportionate sick leave per month in relation to hours worked. If a unit member does not take the full amount of leave allowed in one year, the amount not taken shall accumulate from year to year.

5.1.2 After all earned leave as described above is exhausted; non-accumulated leave shall be available for a period not to exceed five (5) school months. This five-month period will start on the thirteenth (13) day of illness for twelve-month employees, the twelfth (12) day of illness for eleven-month employees, the eleventh (11) day of illness for the ten-month employees, the tenth (10) day of illness for nine-month employees, and the ninth (9) day of illness for eight-month employees. If

a unit member has accumulated more days of earned leave, the five months period will begin after sick leave is exhausted. After earned leave is exhausted, the illness is within the five-month period, the amount deducted from the unit member's salary shall be that amount actually paid for the substitute employee employed to fill the position during the leave, or, if no substitute is employed, no amount will be deducted from the employee.

- 5.1.3 After three (3) days, upon request by the District, a unit member shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or medical authorization to return to work. In cases of habitual absences and/or suspected abuse of personal illness and injury leave, the District reserves the right to request verification for absences less than three (3) days. If such examination is requested by the District, the District shall pay for such examination.
- 5.1.4 A unit member shall contact the school office as soon as the need to be absent is known, but in no event later than one (1) hour prior to the beginning of the first day of absence. Failure to provide adequate notice shall be grounds for denial of leave with pay.
- 5.1.5 A unit member who is absent less than one full day and for whom no substitute was hired shall have deducted from sick leave the actual hours missed figuring anything over half an hour shall count as one hour. A unit member for whom a substitute is hired and who is absent for one-half (½) day or less shall have deducted one-half (½) day from the accumulated leave; and if the absence exceeds one-half (½) day, a full day shall be deducted from accumulated leave.
- 5.1.6 A unit member, whenever possible, shall inform the District at least one (1) hour prior to the close of the workday, if the employee intends to return to work the following workday, but in no case later than one (1) hour prior to the beginning of the workday on which he/she plans to return. Failure to provide adequate notice of intention to return to work shall be grounds for refusal to allow the unit member to return and denial of leave with pay, if such failure results in a substitute being secured. All classified employees must telephone their supervisors as follows:

Custodian	-	Director of Facilities or designee
Groundsperson	-	Director of Facilities or designee
Maintenance	-	Director of Facilities or designee
Painter	-	Director of Facilities or designee
Cooks/Assistant Cooks	-	Cafeteria Director
Secretaries	-	Site Principal or designee
Teacher Aides	-	Site Principal or designee

5.1.7 Each unit member shall be notified in writing of the accumulated leave only once per year, by October 15.

5.2 Leave or Pregnancy Disability and Parental Bonding

5.2.1 Unit members are entitled to use sick leave as set forth in Article V for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

5.2.2 Upon request by the District, a unit member shall be required to present a medical doctor's certificate verifying the disability and/or medical authorization to work.

5.2.3 If such examination is requested by the District, the District shall pay for such examination.

5.2.4 Parental Bonding Leave

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

5.2.4.2 For the purposes of this section, "parental bonding" leave means child bonding or child care leave taken within the first 12 months following the birth of a child of the unit member or for the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member.

5.2.4.3 Pursuant to Education Code section 45196.1, when an eligible unit member who has exhausted all paid sick leave, including accumulated sick leave, continues to be absent for the purposes of parental bonding under the California Family Rights Act (CFRA; Government Code section 12945.2) he or she may use up to 12 workweeks of the leave set forth in Section 1, paragraph 2, concurrently with the unpaid CFRA leave entitlement and Family Care Leave. Such leave shall be paid as set forth in Section 1, paragraph 2.

- 5.2.4.4 For purposes of this paid parental bonding leave only, all sick leave and accumulated sick leave per Section 1, paragraph 1, shall be used and exhausted before the leave provided in Section 1, paragraph 2, may be utilized. The 12 workweeks shall be reduced by any sick leave, including accumulated sick leave, taken during a period of parental bonding pursuant to CFRA (Government Code Section 12945.2).
- 5.2.4.5 A unit member shall not be provided more than one 12 workweek period of paid absence for parental bonding leave in any 12-month period. However, if a school year terminates before the 12-week period is exhausted; the employee may take the balance of the 12-week period in the subsequent school year.
- 5.2.4.6 Leave taken pursuant to this section shall be in addition to leave taken by a unit member pursuant to paragraph 1 above for disabilities caused or contributed to by pregnancy, childbirth or related medical condition.
- 5.2.4.7 If both parents work for the District, the maximum combined leave available to the parents for parental bonding is 12 workweeks.
- 5.2.4.8 Any parental bonding leave must be requested in writing to the Superintendent a minimum of 30 days prior to the date the leave is proposed to commence.

5.3 Industrial Accident and Illness Leave:

- 5.3.1 Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 45192 for personal injury which has qualified for worker's compensation under the provisions of the worker's compensation insurance carrier.
- 5.3.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
- 5.3.3 The District or designee has the right to have the unit member examined by another physician to corroborate and define the length of time the unit member will be temporarily unable to perform assigned duties and/or to the degree the disability is attributable to the injury involved.
- 5.3.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the worker's compensation insurance fund which would make the total compensation from both sources exceed one-hundred percent of the amount the unit member would have received as salary had there been no industrial accident or illness.

5.3.5 If the unit member fails to endorse to the District any wage loss disability, indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity paid to and retained by the unit member.

5.3.6 After exhaustion of the industrial accident and illness leave, other illness leave, vacation and compensatory time shall be used until exhaustion of all paid leave.

5.4 Personal Necessity Leave:

5.4.1 Accumulated sick leave, not to exceed seven (7) days per year, may be used by the unit member in cases of personal necessity.

5.4.2 For purposes of this policy, personal necessity shall be limited to the following:

5.4.2.1 Death of a member of his/her immediate family when additional leave is required beyond that provided in Bereavement Leave. "Immediate family" shall read the same as Bereavement Leave.

5.4.2.2 Accident involving the unit member's person or property, or the person or property of a member of his/her immediate family (as defined above), of such an emergency nature that the immediate presence of the unit member is required during the workday.

5.4.2.3 Appearance in court as a litigant, or as a witness under an official order.

5.4.2.4 Serious or critical illness of a member of the immediate family (as defined above), calling for the services of physician, dentist or optician and verified by the physician's, dentist's or optician's statement and of such an emergency nature that the immediate presence of the employee is required during the workday.

5.4.3 Before utilization of personal necessity leave, a unit member must obtain prior written approval from the District, except in emergency situations. Should an emergency arise, the unit member shall make every effort to comply with District procedures to enable the District to secure a substitute.

5.4.4 Under all circumstances, a unit member shall verify in writing that the personal necessity leave was used only for purposes as set forth in Section 2 above.

5.5 Personal Leave:

5.5.1 Effective July 1, 2009, four (4) days of personal leave will be granted annually for each employee. The personal leave days are to be used as four of the allowable sick days per year. The personal

leave days will not be accumulative from year to year. Classified employees must request a personal leave at least forty-eight hours in advance of the actual day of leave. Failure to request personal leave forty-eight (48) hours in advance will result in an automatic rejection. This forty-eight hour notification may be waived in cases of emergency.

5.5.2 The personal leave day will be restricted to one member of the classified personnel per plant on any workday, unless adequate staff is unavailable to cover all assignments.

5.5.3 The personal leave day will not be used for work stoppage, work slowdown and strikes, or any other interference with the operation of the District.

5.6 Bereavement Leave:

5.6.1 A unit member shall be entitled to a maximum of three (3) days leave of absence, excepting paragraph 2 below, four (4) days if travel of 400 miles or more one way is required, or five (5) days leave of absence if out-of-state travel is required, without loss of salary on account of the death of any member of his/her immediate family.

5.6.2 Bereavement leave shall be four (4) days in the event of the death of a unit member's spouse, mother, father, son or daughter.

5.6.3 For purposes of this provision, an immediate family member shall be limited to mother, mother-in-law father, father-in-law, grandmother, grandfather or grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, aunt, uncle, niece, nephew, step daughter, step son, foster son, foster daughter, or any relative living in the immediate household of the employee.

5.7 Judicial Leave:

5.7.1 Unit members will be provided leave without loss of salary for regularly called jury duty and to appear as a witness in court, other than as a litigant for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall notify the office of his/her judicial leave as soon as possible.

5.7.2 Any money paid for expenses shall be retained by the unit member. Money for services shall be forwarded to the District.

5.8 Military Leave:

5.8.1 A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by the law arising out of the exercise of military leave.

5.9 Transfers/Promotion and Probation Period

5.9.1 Definitions: For purposes of this provision, "transfers" shall be defined as a permanent change in work site from one school site to another. This policy shall not apply to reassignments within the same school site and job classification. Promotion is defined as an increase in salary by being placed in a newly created position or being transferred into a higher paying classification.

5.9.2 Involuntary Transfer:

5.9.2.1 A transfer of a bargaining unit member may be initiated by the District at any time whenever such transfer is in the best interest of the District, as defined by District management.

5.9.2.2 A unit member affected by a transfer shall be given notice as soon as administratively practicable and, upon request, a conference will be held between the appropriate management person and the unit member, in order to discuss the reasons for the transfer.

5.9.3 Voluntary Transfer:

5.9.3.1 For the purpose of this policy, a vacancy is defined as a position declared vacant by the administration for any of the following reasons:

5.9.3.1.1 Personnel previously holding this position left the employ of the District through resignation, dismissal, retirement or death;

5.9.3.1.2 Personnel previously holding the position assumed a new position within the District;

5.9.3.1.3 Establishment of an additional or newly created position.

5.9.3.2 All vacant positions shall be posted in the District Office and the school offices of Laton Elementary, **Laton** Middle School and Laton High School. Said notice shall state the job title, qualifications, work locations, salary, and closing date for submitting applications. No positions shall be filled until after the closing date.

5.9.3.3 All unit members meeting the announced job qualifications who file an application prior to the posted closing date shall be considered for the position prior to the consideration of outside applicants, but the final selection or hiring shall be at the discretion of the District.

- 5.9.4 Any employee required to work at a work site or temporary assignment different from his/her normal work site shall be furnished with District transportation or shall be compensated for total mileage over two (2) miles.
- 5.9.5 The District agrees to comply with the California Education Code regarding increase and decrease in hours.
- 5.9.6 CSEA and the District agree any employee transferring into a higher paid classification or a newly created position which results in higher pay, shall serve a **6** month probationary period.
- 5.9.7 Any employee who is serving a probationary period due to a promotional opportunity shall be evaluated two times during the **6** month probationary period. Generally, the first evaluation shall be conducted during the first **3** months, and the second and final evaluation shall be performed 30 days prior to the end of the **6 month** probationary period. The evaluation shall be conducted by the employee's immediate supervisor.
- 5.9.8 CSEA and the District agree that before any negative findings become part of an employee's evaluation, the employee shall be advised of the negative findings and be given an opportunity to cure the negative findings 30 days prior to a final evaluation becoming part of the employee's personal file.

Article VI: **GRIEVANCE**

6.1 Definitions:

- 6.1.1 A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a misinterpretation, misapplication or violation of this collective bargaining agreement.
- 6.1.2 A "grievant" may be any classified employee of the District covered by this collective bargaining agreement or the Association.
- 6.1.3 A "day" is any day in which the central administrative office of the District is open for business.
- 6.1.4 The "immediate supervisor" is the Head Cook, Building Principal, or the Director of Buildings, Grounds and Maintenance, or other administrative person who has supervisory responsibilities for the grievant.

6.2 Processing of a Grievance:

- 6.2.1 Informal Level--Within ten (10) days after the grievant knew or should have known of the occurrence of the action or omission giving rise to a grievance, the grievant shall attempt to resolve it by an informal conference with the grievants immediate supervisor.

- 6.2.2 Level I--Failing to resolve the difficulty through informal means, the grievant may within ten (10) days from the informal conference, register a formal grievance. The grievance shall be in writing, with copies to the Association, his/her immediate supervisor, and the Superintendent, stating the following:
- 6.2.2.1 Statement of grievance listing the specific action and events alleged to violate this Agreement and the provisions violated;
 - 6.2.2.2 Steps taken to resolve differences through informal means:
 - 6.2.2.3 Steps the grievant recommends the District take to remedy the grievance. The immediate supervisor shall communicate a decision in writing to the grievant, with a copy to the Superintendent and the Association within ten (10) days after receiving the grievance.
- 6.2.3 Level II--In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision to the Superintendent within ten (10) days after receiving the Level I decision. The written appeal shall contain the following:
- 6.2.3.1 A copy of the original grievance.
 - 6.2.3.2 The decision rendered at Level I.
 - 6.2.3.3 A clear concise statement of the reasons for the appeal. The District Superintendent shall confer with the grievant and the immediate supervisor and shall communicate a decision in writing to the grievant, with a copy to the Association and the immediate supervisor, within ten (10) days after receiving the appeal.
- 6.2.4 Level II--If the grievant is not satisfied with the Superintendent's decision at Level II, the grievant may request that the Superintendent submit the grievance to mediation. The request shall be submitted in writing within ten (10) days of the date of the Superintendent's Level II decision.
- 6.2.4.1 Within ten (10) days of receiving the request, the Superintendent shall contact the State Mediation and Conciliation Service (SCMS) to supply a mediator.
 - 6.2.4.2 As soon as possible after the SMCS's assignment of a mediator, the parties shall meet with the mediator who shall hear the arguments of both parties and attempt to resolve the dispute.
 - 6.2.4.3 Settlement proposals submitted or exchanged during mediation are confidential and shall not be used as evidence in the event the grievance is not resolved and proceeds to Level IV.

6.2.5 Level IV-- If not satisfied with the decision at Level III, the grievant may within ten (10) days, appeal to the Board of Trustees. The grievant may furnish the Board with a full report of the grievance. The Board, at its next regularly scheduled meeting, shall review the record and if it finds it necessary, shall hear additional testimony or receive additional evidence. The Board may, at its option, have the matter heard by its own appointed hearing officer. The decision of the Board shall be final except as the matter may be appealed to a court of competent jurisdiction.

6.3 Representation:

6.3.1 No employee shall be required to be represented by the Association in processing a grievance.

6.3.2 An employee may request the Association to represent him/her in all stages of the grievance procedure beyond the informal level.

6.3.3 Neither the Association nor the District shall take any reprisals or unlawfully discriminate against any employee for exercising rights under this article.

6.3.4 If an employee pursues a grievance without the intervention of the Association beyond the informal level, the grievance shall not be considered resolved until the Association has received notice of the grievance and the proposed solution and has been given an opportunity to file a written response.

6.4 The rights of the District under the article, "District Rights" are excluded from this procedure, except that any limitations on those rights contained in this Agreement shall be subject to this article.

6.5 Time Limits:

6.5.1 Failure by a grievant to meet a deadline set in this policy shall terminate the grievance and the grievant shall not have the right to re-file on the same set of facts.

6.5.2 Failure by the District to meet a deadline set in this policy shall give the grievant the right to proceed to the next grievance processing level.

6.5.3 Time limits in this policy may be extended by mutual agreement between the grievant and the District administration.

Article VII: **HOURS**

7.1 The regular workweek of a full-time unit member shall consist of five (5) consecutive days, Monday through Friday, eight hours per day and forty hours per week, subject to the following limitations:

- 7.1.1 Nothing shall 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.
- 7.1.2 Nothing shall restrict the District from hiring security, maintenance, and custodial personnel to work a five-day week other than Monday through Friday.
- 7.1.3 Nothing shall restrict the District from hiring personnel to work less than an eight-hour day and/or less than a five-day week.
- 7.2 The District will provide compensation or compensatory time off at a rate equal to one-and-one-half (1½) times 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 eight (8) hours in any one workday or any time in excess of forty (40) hours in any calendar week.
- 7.3 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work for employees who work less than eight (8) hours per day during the workweek.
- 7.4 A unit member shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted at the appropriate rate of overtime. Compensatory time off must be earned before it is taken and shall be taken at a time mutually agreed to by both parties within twelve (12) calendar months following the month in which the overtime was worked.
- 7.5 Overtime shall be assigned in the following manner:
 - 7.5.1 Overtime assignments will be given with regard to the needs of the district, the unit member's abilities and qualifications and the unit member's seniority in the District.
- 7.6 All unit members who work five (5) or more hours per day shall be entitled to a thirty (30) minute duty-free, non-paid lunch period, as scheduled by the District.
- 7.7 All full-time unit members will be granted a rest period of fifteen (15) minutes for every four (4) hours of work, as scheduled by the District.
- 7.8 Any unit member called in to work on a day when the employee is not scheduled to work shall receive at least two (2) hours of pay at the appropriate rate of pay under this Agreement. Any unit member called back to work after completion of his/her assignment shall receive at least two (2) hours of pay at the appropriate rate of pay under this Agreement.

- 7.9 Any custodian assigned by the district to work after 5:00 p.m. shall receive an additional 5% salary night differential for those hours worked after 5:00 p.m.
- 7.9.1 In the event the District seeks to change the regular starting and ending times of an employee by more than one-half hour, the district shall provide the employee with no less than 10 work days written notification. If the proposed change would cause a hardship to the employee, he/she may request the President of CSEA and its Laton Chapter #513 obtain information explaining reasons for the change.
- 7.10 On a designated foggy day under Plans A, B or C, all unit members shall report for duty as close to their scheduled start times as they safely can while exercising all necessary precautions with respect to travel conditions. Unit members who adjust their start time due to unsafe travel conditions shall notify their supervisor in and utilize available personal necessity leave, vacation, compensatory time, or make up the missed time at the end of their regular work shift to cover compensation for any time lost. Otherwise, the employee will only be paid for hours worked on the foggy day.

Article VIII: EVALUATIONS

- 8.1 The District shall evaluate probationary employees at least once **during the** six months and permanent employees at least once per year, prior to June 30.
- 8.2 The evaluator shall be the unit member's immediate supervisor and may be evaluated by other Management (principal, other certificated administrator) or supervisory employee.
- 8.3 The evaluation shall be in writing on forms authorized by the District.
- 8.4 The evaluation form and district expectations will be provided to the unit member.
- 8.5 Special evaluations, in addition to the evaluation provided for in paragraph 1, may be conducted in accordance with this Article.
- 8.6 Subsequent to the evaluation, an evaluation conference shall be scheduled between the unit member and the evaluator. At the conference, the evaluator will present the written evaluation and discuss the matter with the unit member. The unit member shall sign the evaluation signifying only that he/she has read the document, and has been provided the opportunity of attaching a written response, which shall become a part of the permanent record.
- 8.7 Nothing in this Article shall be construed to allow for any evaluation being subject to the grievance procedure. However, any objective mistakes in an evaluation shall be reviewed by the Board of Trustees

at a regularly scheduled meeting upon written request of the unit member within thirty (30) days after the evaluation conference.

Article IX: VACATION/HOLIDAYS

9.1 Unit members shall receive annual vacations at the regular rate of pay earned at the time the vacation is commenced as follows:

<u>Length of Employment</u>	<u>Vacation Days Per Month of Paid Service</u>
1-5 Years	.83
6 Years	.91
7 Years	1.00
8 Years	1.08
9 Years	1.16
10 or More Years	1.25

9.2 An employee, upon completion of twenty (20) years of service to the district shall be granted five (5) additional vacation days, not to exceed twenty (20) in any given year.

9.3 For purposes of this Article, a unit member will be considered to have completed one year of service for every school year in which he/she worked at least seventy-five percent (75%) of the days that school was in

9.4 A unit member must be employed for one (1) year before he/she is entitled to take any vacation. Unit members who work less than a 12-months per year (i.e., 10 and 11 month employees) do not take time off work for vacation but rather accrue proportional vacation credits, which are converted to cash and added to the employee's monthly pay. [The District provides a breakdown of this information in the employee's "salary sheet," which is given to employees at the beginning of each school year.]

9.5 The District may require that every unit member use up his/her vacation leave each year. However, if the District does not so require, a unit member may accumulate up to ten (10) vacation days for a period not to exceed one year.

9.6 A unit member must have a vacation leave request form approved by the District, at least two (2) weeks prior to taking leave. The scheduling of vacations shall be within the discretion of the District.

9.7 All unit members shall be entitled to the following paid holidays provided they are in a paid status during any portion of the working day immediately proceeding or succeeding the holiday:

9.7.1 January 1, known as New Year's Day;

9.7.2 Third Monday in January, known as Martin Luther King, Jr. Day;

9.7.3 February 12, known as Lincoln Day;*

9.7.4 Third Monday in February, known as Washington Day;*

9.7.5 One-full day on Friday before Easter, known as Spring vacation;

9.7.6 Last Monday in May, known as Memorial Day;*

9.7.7 July 4, known as Independence Day;

9.7.8 First Monday in September, known as Labor Day;

9.7.9 September 9, known as Admission Day;*

9.7.10 November 11, known as Veteran's Day;

9.7.11 That Thursday in November proclaimed by the President as Thanksgiving Day

9.7.12 December 24, known as Christmas Eve;

9.7.13 December 25, known as Christmas Day;

9.7.14 December 31, if it falls on a workday;

9.7.15 Every day provided by the President or Governor of this State, subject to the provisions of Section 45203 of the California Education Code.

9.7.16 For the 2021-2022 school year, all classified employees who worked June 18, 2021 shall receive one floating vacation day (8 hours for full-time employees or prorated at the appropriate rate if the employee is part-time) to commemorate Juneteenth 2021. This floating vacation day will not rollover into the 2022-23 school year and must be used by June 3, 2022 or it will be paid with the June 30th payroll.

Those holidays preceded by an asterisk () may be replaced by an alternative holiday date as determined by the District.

9.8 Unit members who are not normally assigned to duty during the school holiday of December 25 and January 1 shall be paid for two holidays provided that they were in paid status during the portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

- 9.9 When a holiday listed falls on Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a classified employee is required to work on any of said holidays, provided there has been no substitute holiday, he/she shall be paid compensation time off for such work in addition to the regular pay received for the holiday at the rate of time-and-one-half (1½).
- 9.10 When a unit member is terminated or resigns, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.
- 9.11 A unit member shall be permitted to terminate vacation leave and begin sick leave without a return to work, provided the unit member provides to the District, a written letter from a medical doctor verifying the accident, illness or injury.

Article X: **SAFETY**

- 10.1 The District agrees to comply with all applicable laws regarding the safety of its property, students and employees.
- 10.2 No employee shall be required to perform acts, which violate applicable safety laws.
- 10.3 Any violation of paragraph 1 of this section shall not be subject to Article XIV, "Grievance". Any employee who contends that he/she is being required to perform an act in violation of applicable safety laws, may refuse to perform the task and shall bring a grievance on paragraph 2, pursuant to Article XIV. If a determination is made in the grievance process that paragraph 2 was not violated, the employee may be subject to discipline for refusing to perform the assignment.
- 10.4 The District and CSEA agree to continue to utilize the existing District Safety Committee as a vehicle for discussing safety issues and concerns. Any bargaining unit members serving on this Safety Committee shall receive reasonable release time to participate in Committee meetings. No employee shall in any way be discriminated against as a result of serving as a member of the Safety Committee.

Article XI: **CONCERTED ACTIVITIES**

- 11.1 It is agreed and understood that there will be no strike or work stoppage during the term of this Agreement.
- 11.2 The Association recognizes the obligation of its representatives and members to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.
- 11.3 It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination.

- 11.4 In the event the Association violates this article, the violation would constitute a waiver of its right under this Agreement.
- 11.5 During the terms of this Agreement, the Board of Trustees shall not authorize or permit lockout of persons covered by this Agreement.

Article XII: **MISCELLANEOUS**

- 12.1 Any unit member who, as a result of his/her work assignment, is absent from the District for a period of four (4) hours or more or who is absent from the District at regular meal time, and has meals elsewhere while away from the District, shall be reimbursed for the reasonable cost of such meals, provided that any such absence from the District has been authorized by appropriate management personnel, and receipts for such meals are attached to the proper reimbursement claim forms.
- 12.2 The District agrees to provide, through a District-approved physician, any physical examinations required by law as a condition of continuing employment.
- 12.3 The District agrees to provide all tools, equipment and supplies, which the District determines are necessary to unit members for performance of their duties.

Article XIII: **COMPENSATION AND BENEFITS**

- 13.1 Unit members shall be paid salaries as provided in Appendix A attached:

13.1.1 The Salary Schedule for the 2020-21 school year remained status quo as attached and the parties acknowledge their May 28, 2021 Side Letter providing a one-time off-schedule payment of \$2500 or prorated portion thereof.

13.1.2. Effective July 1, 2021, for all bargaining unit members employed on the date the parties' 2020-2023 Successor Contract is ratified by both parties, the District and CSEA agree as follows:

13.1.2.1 Eliminate Ranges 7, 8, 9 and 10, renumber the "Classification Titles and move all Classifications up by a minimum of 2 ranges.

- 13.2 In addition, unit members who qualify will continue to receive those benefits which are mandated by law as follows:

13.2.1 Public Employee Retirement Fund - The District agrees to pay the legally required rate.

13.2.2 Workers' Compensation Insurance - The District agrees to pay the legally required rate.

13.2.3 Unemployment Insurance Fund - The District agrees to pay the legally required rate.

- 13.3 Eligible bargaining unit members shall receive longevity pay incorporated into their annual salary to enhance retirement credit. Monetary increments shall be awarded as follows: Beginning with year sixteen

(16), the year following completion of fifteen (15) years' service to the District, stipends of 1% to a maximum of 10% at the completion of twenty-five years.

13.4 The District will provide health and welfare benefits as described in Appendix B for eligible unit members and their dependents. Eligible members are defined as employees who work at least six (6) hours daily.

13.4.1 **The insurance "Cap" for the 2021-2022 school year shall be to \$14,923.00.**

13.5 The District shall provide to full-time bargaining unit members who retire from District employment, having reached at least age sixty (60), and having completed at least fifteen (15) years of service with the District, the medical benefit coverage (for the retiree only) available pursuant to this Agreement. Such coverage shall be provided for a period of five (5) years from the date of retirement or until the retiree's sixty-fifth birthday, whichever occurs first. Such coverage shall cease on the first day of the month after such five-year period or the retiree reaches his/her sixty-fifth birthday, whichever occurs first. The District shall provide such coverage up to a maximum of \$600.00 per month.

Article XIV: COMPLETION OF MEET AND NEGOTIATION

14.1 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. Both parties may meet and negotiate on any item upon mutual agreement.

Article XV: EFFECT OF AGREEMENT

15.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in the Agreement, such practices and procedures are discretionary with the District. The District agrees to comply with all applicable state and federal laws. However, a violation of state and federal law contained in this Agreement shall not be subject to Article XIV, "Grievance".

Article XVI: SAVINGS PROVISION

16.1 If any provision is held contrary to the law and set aside after all appeals have been exhausted, the parties shall meet to negotiate a similar successor article if legally possible.

ARTICLE XVII - ORGANIZATIONAL SECURITY

17.1 Dues Deductions

- 17.1.1 The Association shall have the sole and exclusive right to receive the payroll deduction for membership dues at the CSEA established rate.**
- 17.1.2 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days after such submission.**
- 17.1.3 The District shall deduct in accordance with the Association dues scheduled as provided by the Association, dues from wages of all classified employees in the bargaining unit who are members of CSEA and without charge pay all sums deducted to CSEA.**
- 17.1.4 The District shall refer all classified employees to the Chapter President or CSEA Labor Relations Representative for any questions regarding dues deductions.**
- 17.1.6 The Association certifies that it shall maintain employee written authorization for deductions of membership dues. The District shall only make changes to payroll deductions for new or current bargaining unit members when provided with written authorization from the Association.**
- 17.1.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.**

17.2 Hold Harmless

- 17.2.1 CSEA shall reimburse the District, its officers and agents for reasonable attorney's fees and legal costs incurred, after notice to the Association, in defending against any court or administrative action challenging the legality of the organization security provision of this Agreement or the implementation thereof.**
- 17.2.2 CSEA agrees to reimburse the District, its officer or agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of this agreement or the implementation thereof provided the District has complied with the terms of this Article and has notified the Association of its awareness of such action.**
- 17.2.3 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.**

ARTICLE XVIII: TERM

18.1 This Agreement shall remain in full force and effect from July 1, 2020 up to and including June 30, 2023 and thereafter shall continue in effect until a successor Agreement is signed. For 2022-2023, CSEA and the District may each present a re-opener proposal for salary, health and welfare benefits, the Juneteenth Holiday and two (2) articles each, no later than May 1, 2022. The parties' successor contract proposal shall be submitted by May 1, 2023, unless the District and CSEA mutually agree in writing to a different date. This contract will be for three years.

Except as set forth above, all other terms and conditions as set forth in the 2017-2020 Master Agreement shall remain in effect and be incorporated into the 2020-2023 successor contract.

Laton Unified School District

C.S.E.A. Chapter #513

Superintendent

Date

President

Date

Appendix A-1

LATON UNIFIED SCHOOL DISTRICT

CLASSIFICATION TITLES AND RANGES

2020/2021

<u>TITLES</u>	<u>RANGES</u>
Preschool Child Aide/ Instructional Aide II (Bilingual & Special Ed. & Physical Education)	7
Library Aide/ Special Ed Autistic Aide	8
Cafeteria Clerk/SIP Clerk	9
Assistant Cook	10
Lead Cook	11
High School Cook	12
Bilingual Clerk / Health Aide	13
Custodian/Groundsperson	13
Secretary I	13A
Secretary II	14
Migrant Bilingual Liaison	14
Maintenance/Grounds/Custodial	14A
Lead Custodian	15
Community Liaison	15
Lead Maintenance	17
Computer Technician	18
Speech Language Pathologist Assistant	21
Licensed Vocational Nurse	22

NOTES:

New Employees, or transferees, shall be given credit on the salary schedule of one step for each year of verified commensurate experience, but in no case may be placed higher than Step 3 without approval of the governing board.

To receive credit for a year of service and salary advancement, an employee must have rendered service for a minimum of seventy-five percent (75%) of the days of his/her work year, as of July 1.

Longevity Increments: Beginning with year sixteen (16), (the year following completion of fifteen (15) years of service to the district), stipends of 1% shall be paid annually up to a maximum of 10% at 25 years and thereafter.

District paid benefits for full time employees and dependents will be \$14923.00 for 2020/2021.

APPENDIX A -3

CLASSIFICATION TITLES AND RANGES

<u>TITLES</u>	2021/2022	<u>RANGES</u>
Preschool Child Aide/ Instructional Aide II (Bilingual & Special Ed. & Physical Education)		1
Library Aide/Assistant Cook		2
High School Cook/Lead Cook /Cafeteria Clerk/SIP Clerk		3
Bilingual Clerk / Health Aide/Instructional Aide III- Autistic		4
Custodian/Groundsperson		5
Secretary I		5A
Secretary II/Migrant Bilingual Liaison		6
Maintenance/Grounds/Custodial		6A
Lead Custodian/Community Liaison		7
Lead Maintenance		9
Computer Technician		10
Speech Language Pathologist Assistant		13
Licensed Vocational Nurse		14

NOTES:

New Employees, or transferees, shall be given credit on the salary schedule of one step for each year of verified commensurate experience, but in no case may be placed higher than Step 3 without approval of the governing board.

To receive credit for a year of service and salary advancement, an employee must have rendered service for a minimum of seventy-five percent (75%) of the days of his/her work year, as of July 1.

Longevity Increments: Beginning with year sixteen (16), (the year following completion of fifteen (15) years of service to the district), stipends of 1% shall be paid annually up to a maximum of 10% at 25 years and thereafter.

District paid benefits for full time employees and dependents will be \$14923.00 for 2021/2022.

Appendix A-4

LATON UNIFIED SCHOOL DISTRICT						
Effective 07/01/2021						
CLASSIFIED EMPLOYEES						
SALARY SCHEDULE						
2021/2022						
Range	Step 1	Step 2	Step 3	Step 4	Step 5	
1	15.28	15.89	16.53	17.19	17.87	
2	15.89	16.53	17.19	17.87	18.58	
3	16.53	17.19	17.87	18.59	19.33	
4	17.19	17.87	18.59	19.33	20.11	
5	17.87	18.59	19.33	20.11	20.91	
5A	18.32	19.05	19.81	20.61	21.43	
6	18.59	19.33	20.11	20.91	21.75	
6A	18.96	19.72	20.51	21.33	22.19	
7	19.33	20.11	20.91	21.75	22.62	
8	20.11	20.91	21.75	22.62	23.52	
9	20.91	21.75	22.62	23.52	24.46	
10	21.75	22.62	23.52	24.46	25.44	
11	22.62	23.52	24.46	25.44	26.46	
12	23.52	24.46	25.44	26.46	27.52	
13	24.46	25.44	26.46	27.52	28.62	
14	25.44	26.46	27.52	28.62	29.76	
15	26.46	27.52	28.62	29.76	30.95	
16	27.52	28.62	29.76	30.95	32.19	
17	28.62	29.76	30.95	32.19	33.79	

Appendix B

The Agreement contains the following health and welfare benefits for full time employees:

- 1) CVT (Blue Cross Prudent Buyer #3A, Plan 6A, Plan 8B, Plan 9B or Kaiser I, or Kaiser II, V and VIII) and Bronze Plan
A - \$5/\$22 and PCS Program \$10/\$44
B - \$7/\$30 and PCS Program \$15/\$60
- 2) Delta Dental
- 3) Vision Service Plan
- 4) Life Insurance, \$25,000 Term Life

The District shall offer all plans available through CVT in any open enrollment period. The association shall submit all requests for plan changes to CVT in written form. The District maximum annual contribution for health and welfare benefits: **\$14923.00 for 2021/2022.**

Unit members are eligible to participate in the IRS 125 Cafeteria Plan offered by the District.