

Agreement Between the  
**Romoland School District**  
and the  
**California School Employees Association  
Chapter #499**  
**2022 ~ 2025**

Updated:  
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This is an agreement made and entered into this first day of July, 1996, between the Romoland School District (hereinafter referred to as "DISTRICT"), and the California School Employees Association and its Romoland Chapter #499 (hereinafter referred to as "ASSOCIATION").

## **ARTICLE 1: RECOGNITION**

- 1.1 Pursuant to Government Code Section 3544.1, the District recognizes the Association as the exclusive representative for the unit described as follows: Including all full-time and regular part-time classified employees in the classifications listed in Appendix A, excluding certificated employees, short-term and substitute employees, management, confidential and supervisory employees, and non-certificated Head Start/preschool employees.
- 1.2 The initial unit placement of new classifications not listed in Section 1.1 above shall be made by the District. Questions concerning the unit placement of new classifications, absent resolution by the parties, may be submitted to the Public Employment Relations Board for determination.

## **ARTICLE 2: DISTRICT RIGHTS**

- 2.1 All management rights and powers which the Board had prior to entering into this Agreement to direct and control the District are unqualified except as expressly and specifically limited, delegated, granted or modified by an express provision of this Agreement. The Board retains the sole right to manage the District and direct the work of its employees, to determine the assignment goals, objectives and performance standards, to decide on the building, location or modification of a facility, to determine the budget and methods of raising revenue, to subcontract work or operations except where expressly forbidden by law, to maintain order and efficiency, hire, assign, evaluate, promote, discipline, discharge for cause, lay off for lack of work, and transfer employees. The foregoing rights of management are not intended to be an all-inclusive list but do indicate the type of matters which are inherent to management.
- 2.2 The District retains its right to amend, modify, or rescind policies and practices set forth in this Agreement in cases of emergency. An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action.

## **ARTICLE 3: GRIEVANCE PROCEDURE**

### **3.1 DEFINITIONS:**

- a. A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education, or

by the Administrative regulations and procedures of this School District are not within the scope of this procedure.

- b. A “grievant” may be any classified non-management employee of the District covered by the terms of this Agreement.
- c. A “day” is any day in which the central administrative office of the Romoland School District is open for business.
- d. The “immediate supervisor” is the lowest level employee having immediate jurisdiction over the grievant who has been designated to adjust grievances.

3.2 The Association will exclusively receive time off from duties for the processing of grievances past Level I of the grievance procedure, Article 3 herein, for unit members who are designated as Association representatives, subject to the following conditions:

- a. By no later than thirty (30) days following the signing of this Agreement, the Association will designate in writing to the Superintendent two (2) employees who are to receive the time off.
- b. Twenty-four (24) hours prior to release from duties for grievance processing the designated representative will inform his immediate supervisor in order that an adequate substitute may be obtained, if such is necessary.
- c. That such time off shall be limited solely to representing a grievant in a conference with a management person, beyond Level I.
- d. The Association shall be entitled up to a maximum of ten (10) hours of paid release time per school year for designated time to research grievances.

### 3.3 INFORMAL LEVEL

- a. Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his immediate supervisor. A unit member may present a grievance directly and have such grievance adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. The Association shall be provided copies of any grievance filed by unit members directly and any responses by the District.
- b. If the grievant elects to represent him/her self at this step, or at any later step, the Association shall be relieved of any further obligation to share in any further expense of the grievance procedure.

### 3.4 FORMAL LEVEL: LEVEL I

- a. Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance, the grievant or his/her representative must present his/her grievance in writing on the appropriate form to his/her immediate supervisor.

- b. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- c. The supervisor shall communicate his decision to the employee in writing within ten (10) days after the grievance. If the supervisor does not respond within time limits, the grievant may appeal to the next level.
- d. Within the above time limits, either party may request a personal conference.

### 3.5 FORMAL LEVEL: LEVEL II

- a. If the grievant is not satisfied with the decision at Level I, he/she may within ten (10) days appeal the decision on the appropriate form to the Superintendent.
- b. This statement shall include a copy of the original grievance and appeal the decisions rendered, and a clear, concise statement of the reasons for the appeal.
- c. The Superintendent shall communicate his decision to the grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.

### 3.6 FORMAL LEVEL: LEVEL III

- a. An employee who is not satisfied with the level II decision may, within ten (10) days, file a written request for advisory arbitration with the Board of Trustees and the Association.
- b. This appeal shall include a copy of the original grievance, the decisions rendered, and a clear statement of the reason(s) for the appeal.
- c. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the state Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement or the written policies, rules, regulations, practices and procedures of the District.

Issues involving arbitrability shall be referred first to the arbitrator before hearing evidence on the merits of the grievance.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations.

In the event that either party is not satisfied with the recommendation or recommendations of the arbitrator, he/she may appeal the decision in writing within ten (10) days to the Board of Trustees.

The Board has the power to render a final and binding determination of a grievance. The recommendation of the arbitrator shall only be advisory and if, upon review, the Board of Trustees determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence.

### 3.7 WAIVER:

The grievant must file and appeal his grievance within the time limits set forth above. Failure to comply with any time limit shall constitute a waiver of the grievance and bar further prosecution thereof.

## **ARTICLE 4: EMPLOYEE RIGHTS AND EXPENSES**

4.1 The District and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.

4.2 The District agrees to pay the full cost of any mutually agreed upon uniform cost.

- a. Whenever the District requires a bargaining unit member to wear a uniform, the District will furnish sized uniforms appropriate to the gender of the wearer. The District shall bear the cost of providing such uniforms. In accordance with Government Code Section 20636.1 and CCR Section 571, the monetary value for the purchase, rental, and/or maintenance of required uniforms will be reported as special compensation for classic employees (PERS member prior to January 1, 2013). Uniform allowance is not considered pension reportable compensation for "new members" hired after January 1, 2013, pursuant to the Public Employee Pension Reform Act of 2013 (PEPRA).
- b. Unit members who are provided uniforms shall be required to wear District-provided uniforms during duty hours. (See Appendix E for classifications required to wear uniforms.)
- c. If uniform shirts are required, the District will provide enough uniforms to each unit member at a rate of at least one uniform per each day worked in a single week.
- d. If a uniform consists of outerwear such as windbreakers, overall or aprons, the District will provide a minimum of one such uniform to each unit member.
- e. Proper maintenance and cleaning of the uniforms is the unit member's responsibility.

- f. The District will replace the uniform when the uniform is ruined through normal wear and tear that occurs within the scope of the unit member's duties.
  - g. If the uniform needs repair or replacement due to events that occur outside the scope of the unit member's normal duties, the unit member will bear the cost of the repair or replacement.
  - h. Uniforms shall not be used for off-duty activity by the unit member.
  - i. All uniforms will remain the property of the District and shall be returned to the District upon separation of employment.
- 4.3 The District agrees to provide the full cost of any medical examination required as a condition of continued employment, including but not limited to the provisions outlined in Education Code Section 45122 or its successor. This will include the mandated TB (Tuberculosis test). There will be no out of pocket expense to the unit member including x-ray if needed.
- 4.4 The District will provide an identification name badge to be worn at all times during working hours.
- 4.5 Within 90 days of Governing Board approval of this executed contract, the District shall print and provide a copy of this contract to every employee in the bargaining unit, and provide same to a new employee on the date of hire.

## **ARTICLE 5: CHECK OFF AND ORGANIZATIONAL SECURITY**

### **5.1 CHECK OFF:**

CSEA shall have the sole and exclusive right to have membership dues, initiation and service fees deducted for employees in the bargaining unit by the District.

### **5.2 ORGANIZATIONAL SECURITY:**

- a. Membership in the CSEA is not compulsory. Employees have the right to join, or not to join, maintain or drop their membership in CSEA as they see fit. Neither party shall exert any pressure on, nor discriminate against, any employee as regards such matters.
- b. Membership in CSEA is separate, apart and distinct from the assumption by an employee of his/her equal obligation to the extent that he/she receives equal benefits. The Association is required to represent all employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of CSEA. The terms of this Agreement have been made for all of the employees in the bargaining unit and not only for members of CSEA; and this Agreement has been executed by the District and the Association. Accordingly, it is fair that each employee in the bargaining unit pays his or her own way and assumes a fair share of the obligation along with the grant of equal benefits.



### 5.3 SERVICE FEE:

In accordance with the policy set forth above, all employees who hold CSEA membership on or after September 30, 1981, and all employees hired on or after September 30, 1981, shall pay to CSEA, the employees' exclusive bargaining agent and representative, an amount of money equal to that paid by other employee(s) who are members of CSEA, which shall be limited to an amount equal to the Association's regular and usual monthly dues.

- a. Bargaining unit employees described in Section 5.3 above shall either maintain membership in CSEA and/or execute an authorization for dues or service fee deduction on a form provided by CSEA. In the absence of a voluntary dues/service fee deduction being filed, the District shall deduct from the salaries of such employees the service fees set forth in Section 5.3 above.
- b. However, nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.
- c. In the event that an employee hereunder revokes a dues or service fee authorization or fails to make arrangements with CSEA for the direct payment of service fees the District shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for the payment of such fees.

### 5.4 RELIGIOUS OBJECTIONS:

Any employee covered by this Agreement 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 or financially support any employee organization as provided for in this Article, except that once such employee has submitted evidence to CSEA which proves that he/she sincerely holds such beliefs, he/she shall be required in lieu of a service fee to pay sums equal to such service fee to a non-religious, non-labor organization, charitable fund exempt from taxation under Section 501 (c) (30 of Title 26 of the Internal Revenue Code), chosen by such employee from the following list of three:

- a. United Way
- b. C.A.S.A. (Center Against Sexual Assault)
- c. Ramona Animal Shelter

Evidence that such an employee belongs to a religious body described herein shall, within thirty (30) days of the date of this Agreement, or their employment, present proof to CSEA that they are a member of such religious body and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one of the three organizations listed above, or in the alternative, such employee shall provide proof to the District that such payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative. If such employee who holds religious objections pursuant to this Section requests the employee

organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

5.5 HOLD HARMLESS:

In consideration of the District's entering into this Agreement, which includes a service fee provision, CSEA agrees to indemnify and hold the District harmless from any and all claims, demands, suits or any other action arising from the organization security provisions contained in this Article.

**ARTICLE 6: COMPENSATION AND BENEFITS**

6.1 The total increase in compensation for the bargaining unit is 5% effective July 1, 2023. In addition to the above, each classified bargaining unit employee employed as of execution of this agreement shall receive an additional one-time \$1,617.00 payment.

Any percent increase herein mentioned above to compensation shall be retroactively applied to the following:

- Longevity
- Classified Stipends
- Professional Growth

The classified salary schedules for bargaining unit member covered by this Agreement are set forth in Appendix B and attached hereto and incorporated herein by this reference.

6.2 The annual District health benefit maximum contribution per eligible unit members will be \$11,500 effective July 1, 2023. Any unit members working six (6) hours or more per day are eligible for the District health benefit contribution.

Health & Welfare Benefits Committee: The Chapter will have representatives on the District's Health and Welfare Benefits Committee. The Chapter will have equal but never less than the amount of representatives than any other employee group. These representatives will be appointed by the Chapter. The recommendations of this committee and its representative are advisory and not binding on the negotiations process.

6.2.1 The district's health benefit contribution for unit members in excess of employee utilization in any given year will be placed in a pool to help cover the insurance needs of all employees.

- a. The excess monies will first be divided equally among all employees who have plus one and family coverage.
- b. The remaining excess funds will be divided equally amongst those who require family coverage.
- c. Any excess money left in the pool will be rolled over to the following benefit years insurance pool.
- d. Unit members may opt out of the District Health Benefits and will receive a \$1,000 prorated payment at the end of the fiscal year.

### 6.3 PROMOTION

When a unit member moves to a classification with a higher salary range as a result of a promotion, he/she shall be placed on a salary step equal with his/her length of service and qualifications in the new classification as determined by the District. A unit member who receives a promotion under the provisions of this Agreement shall be moved to the appropriate step and class that closest approximates a 5% increase. The District shall notify the employee of the salary step prior to his/her acceptance of the promotion.

### 6.4 SHIFT DIFFERENTIAL

Unit members who's regularly assigned hours extend beyond 6:00 pm shall be paid a differential equal to 5% of compensation for hours actually worked beyond 6:00 pm.

### 6.5 LONGEVITY

Increase longevity as follows:

10 – 14 years @ \$615.00 per year/ paid out monthly  
15 – 19 years @ \$735.00 per year/ paid out monthly  
20 – 24 years @ \$861.00 per year/ paid out monthly  
25 years and up @ \$982.00 per year/ paid out monthly

### 6.6 CLASSIFIED STIPENDS

Classified employees shall have the option to participate in the stipend programs, as offered to certificated staff. Possible positions would include, but is not limited to, Audio-Visual coordinator, Technology Coordinator, Yearbook Committee, Latino Literacy Program, Leader in Me Program, and Associated Student Body.

### 6.7 EXTRA DUTIES

a. Unit members may be requested to perform duties which reasonably relate to the duties contained in their job description. In addition, a unit member may be requested to perform duties which do not reasonably relate to the duties contained in their job description, provided that the District pay such employee assigned to work in a higher classification a five percent (5%) differential pay above their regular rate of pay or the first column of the classification they are covering, whichever is higher.

Unit members working in a higher classification for more than twenty (20) working days shall receive a ten percent (10%) differential pay on the twenty-first (21st) working day.

b. A unit member may be requested to perform extra duties in an equal or lower classification or fill a vacancy, provided that the District compensate such unit member their normal rate of pay.

c. Unit members shall not be left alone on a routine basis nor serve as a substitute to be responsible for instructional education in the absence of certificated staff being assigned to the class. Any time unit members are in a classroom without a certificated staff member in excess of ten (10) minutes, administration shall be notified.

## 6.8 INITIAL PLACEMENT

Effective July 1, 2009 a unit member may be granted credit for a maximum of up to three (3) years of experience in a position determined comparable by the District for initial placement on the classified salary schedule. Within ten (10) work days of said member's initial hire date or promotion the District will notify unit members of this provision and will request the unit member to provide official records of their employment history in order to evaluate their prior work experience. The District must receive official documentation of previous employment within sixty (60) calendar days of the unit member's date of employment or promotion. Additional experience credit may be granted by the District for initial placement on the classified salary schedule based on extenuating circumstances. Upon request, the District shall render a decision within ten (10) work days after receipt of the unit member's documentation. Upon request, the District will inform CSEA of salary placements granted or denied as a result of this process.

District will schedule initial hiring onboarding orientation as it relates to each classification to include District information/training.

- Upon a new bargaining unit member accepting a position with the District, notification via email with a copy of the offer letter will be sent to the Chapter President. This notification shall be received within five (5) business days of hire. New bargaining unit members shall not start a new position without receiving this notice.
- Onboarding/orientation of new hire procedures shall, include, but is not limited to:
  - Timecards
  - Vacation calendar
  - Work day schedule
  - Reporting absences
  - District email
  - Review of job description
  - District safety courses to be completed
  - Name of supervisor
  - Identification of school site contact for position support/training
  - Review of District website

Each new hire shall receive a paid day prior to starting their District assignment to complete the orientation.

6.9 BILINGUAL STIPEND:

The District shall select unit member(s) at each site and District Office as specified in this section to provide oral and written bilingual translation and interpretation during the unit member's work day. Said work will be assigned by one designated Supervisor at the site.

Level	# per Site	Stipend Amount (Per annum)
III	1	\$734
II	1	\$490
I	Up to 4	\$245

**Requirements/Duties**

Level III may be required to provide written bilingual translation and oral interpretation on a daily basis

Level II may be required to provide oral interpretation on a daily basis, and provide written bilingual translation on an infrequent basis

Level I may be required to provide oral interpretation and written bilingual translation on an infrequent basis

**Qualifications**

Level I-III shall be required to pass a district written and oral language proficiency test

Note: These stipends will be available subject to the availability of categorical funds as included in the appropriate categorical fund application or the LEA Plan. If no funds are available employees will not be required to provide these services.

6.10 Adjustment in Assigned Times

Any unit member who has their regular part time assignment work hours increased for a period of fifty (50) working days within a school year shall have the regular assignment adjusted upward to reflect the longer hours effective with the next pay period.

**ARTICLE 7: HOURS**

7.1 The regular work week of a full-time unit member shall be forty (40) hours; the regular day shall be eight (8) hours for five (5) consecutive days.

7.1a Pursuant to Ed Code 45101 the classified service will have a minimum number of hours per day, per week, and months per year. The initial designation of hours shall be at the discretion of District management with meeting and consultation with the association.

7.1b Any involuntary adjustment to the start time and end time of 30 minutes or less requires a 15 calendar day notice. Any involuntary adjustment in start/end times exceeding a half an hour requires a 30 calendar day notice.

7.2 The District will provide compensation at a rate equal to one and one-half (1 and ½) 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 eight (8) hours in one day or forty (40) hours in any calendar week. 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, or other paid leaves of absence shall be considered as time worked by the unit member. In computing the hourly overtime rate for employees paid on a monthly basis, a conversion factor of 173.33 shall be utilized. This conversion factor shall apply for overtime purposes only and shall have no effect on the employee's regular rate of pay.

7.3 Notwithstanding Sections 7.1 and 7.2 of this Article, the work week for any unit member having an average workday of four (4) hours or more during the work week shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6) and seventh (7) day following commencement of the work week at a rate equal to one and one-half (1 and ½) times the regular rate of pay of the employee designated by the District and authorized to perform the work.

7.4 LUNCH PERIODS:

All bargaining unit members employed more than six (6) hours a day shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for a period no longer than one (1) hour nor less than thirty (30) minutes. The administrator will attempt, given the operational needs, to schedule the lunch at the midpoint of the employees shift; per Education Code 45180.

7.5 An appendix of classified positions and work year has been created by the District, as set forth in Appendix A.

The following hourly increases shall commence upon Board approval of the tentative agreement:

Increase the health technician hours from 6 hours to 7 hours per day.

Increase the lead food service worker hours from 6 hours per day to 6.5 hours per day.

7.6 All unit members shall be entitled to the paid holidays as listed below, provided the unit members are in paid status during the working day of pay immediately preceding or the

working day succeeding the holiday. Regular unit members who are not normally assigned to duty during the holidays of December 24, December 25, and January 1 shall be paid for those three (3) holidays provided that they were in paid status during the workday of their normal assignment immediately preceding or succeeding the holiday period. When a holiday herein listed falls on a Sunday the following Monday shall be deemed to be the holiday in lieu of the day observed. When a unit member is required to work on any said holiday, he shall be paid for such work, in addition to regular pay received for the holiday, at a rate of time and one-half (1 and ½) his regular rate.

<ul style="list-style-type: none"> <li>● Fourth of July</li> <li>● Labor Day</li> <li>● Veteran’s Day</li> <li>● Washington’s Birthday (or another day in lieu thereof)</li> <li>● Martin Luther King Jr. Day</li> <li>● Thanksgiving</li> <li>● Memorial Day</li> <li>● Juneteenth</li> </ul>	<ul style="list-style-type: none"> <li>● December 24</li> <li>● December 25</li> <li>● New Year’s Day</li> <li>● Lincoln’s Birthday (or another day in lieu thereof)</li> <li>● Spring Recess Day</li> <li>● Day following Thanksgiving</li> <li>● Admission Day (or another day in lieu thereof)</li> </ul>
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7.7 REST BREAKS

Rest breaks are a part of the regular workday and shall be compensated at the regular rate of pay for the employee. No unit member shall be required to work during any lunch or rest period.

All bargaining unit members shall be granted a rest period of fifteen minutes (15) for every four (4) hours of work with the following exceptions. Employees assigned to a 3.5 hour shift shall be eligible for a 15 minute break and six (6) hour employees shall be entitled to an additional ten (10) minute break in the afternoon.

Absent a unique operational need of the district breaks shall not be scheduled during the first or last hour of the workday.

7.8 VACATIONS:

Unit members shall accrue annual vacation at the regular rate of pay earned at the time the vacation is commenced according to the rules and regulations set forth below.

- a. All ten (10) month and twelve (12) month classified employees with five (5) years or less of service will receive ten (10) days and twelve (12) days respectively. One additional day of vacation will be credited for each additional year of service up to fifteen years. In addition to the annual vacation with pay, all classified employees shall receive such additional holidays as are provided by adopted Board holiday schedule (Article 7.6).

- b. Such vacation shall not become a vested right until completion of six (6) months employment.
- c. The scheduling of such vacation for employees shall be made with mutual agreement between employee and District. Vacation leave may be used in lieu of sick leave if all sick leave has been exhausted.
- d. Vacation shall be taken during the fiscal year in which it is earned. If the unit member is not permitted to take his/her full annual vacation, or the required use of accrued vacation per Article 7.8.h, below, the amount not taken shall accumulate for use and shall be taken in the following year. Non-paid days shall not be taken if the employee will carry over vacation into the next fiscal year as scheduled in the employee approved work/vacation calendar.
- e. Vacation may be taken at any time during the fiscal year, subject to the approval of the District. Unit members shall complete a tentative vacation calendar and return it to their immediate supervisor no later than two (2) weeks prior to the start of the unit member's work year. In the event the unit member does not provide the calendar within the prescribed timeline, the District or designee shall meet with the unit member and the District shall then set a work year calendar.
- f. If a bargaining unit member's vacation becomes due during a period when he/she is on leave due to illness/injury or any unforeseen circumstance he/she shall meet with his/her supervisor to reschedule the vacation days. In these circumstances, the employee may request a vacation be changed/postponed; and the District shall not unreasonably deny such request.
- g. Vacation Pay Upon Termination: When an employee in the bargaining unit terminates or is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.
- h. All bargaining unit employees who have accrued vacation days must use 10% of any accrued vacation days during the following fiscal year.

7.9 Classroom aides shall not be left alone in the classroom on a routine basis without teacher supervision.

#### 7.10 MINIMUM CALL BACK TIME

Any unit member called back from off campus to perform services outside his regular hours shall receive a minimum compensation of two (2) hours at the overtime rate for such services. This section shall not apply where such services are performed immediately preceding or succeeding the unit member's regular hours.

#### 7.11 WORK YEAR

##### 7.11.1: 12-Month Employee



- a. For 12-Month employees, the District will develop a 12-Month calendar . 12-month employees are to work 247 workdays. The bargaining unit member and his/her supervisor must mutually agree upon a floating holiday to address work years that include February 29 (Leap Year).

7.11.2: Less than 12-Month Employee

- a. The District will communicate to unit members working in less than 12-month positions the number of workdays and hours as well as the unit members' start and end date for the upcoming work year.

7.12 Extra Duty

Assignment of long term or recurring extra duty, overtime, and substitute work.

In accordance with the parameters below; long term or recurring extra duty, overtime, and substitute work assignments shall be offered in order of classification seniority and continue on a rotational basis in such a manner as to distribute extra duty, overtime, and substitute work assignments as reasonably as practicable.

Long term or recurring extra duty/overtime, and substitute work will be offered first in the following order:

- 1) The unit member(s) in the same classification at the site where the work is located.
- 2) The unit member(s) outside the classification at the site who are qualified to do the work.
- 3) The unit member(s) within the classification within the District.
- 4) The unit member(s) outside the classification within the District who are qualified to do the work.

"Qualified" Bargaining Unit Members

- 1) Unit members working within their regular job classification
- 2) Unit members will be required to complete a training program to be considered for assignments outside of their regular job classification.
- 3) Prior successful experience within the Romoland School District working in areas outside of their regular job classification shall establish being qualified for the extra duty assignment.

Unit members shall receive prior notice before being removed from an extra duty assignment. In the event of a serious job performance concern, the district reserves the right to immediately remove the unit member from the assignment. The District will immediately notify CSEA of the removal of a unit member from an extra duty assignment

**ARTICLE 8: FILLING VACANCIES**

## 8.1 DEFINITIONS:

- a. Transfer: An administrative action which results in the movement of an employee from one job classification, school, or work location to another.
- b. Voluntary Transfer: A transfer initiated at the request of an employee.
- c. Involuntary Transfer: A transfer initiated by the District and not sought, requested, or agreed to by the member transferred.

## 8.2 VOLUNTARY TRANSFER:

- a. When a vacancy is created in the bargaining unit, the position shall be posted on the electronic job board utilized by the District and all current classified employees will be notified electronically not less than five (5) days prior to the closing of the position, unless in an emergency, in which case the District will notify the Association.
- b. Any unit member may apply for a vacancy by following the District application procedures used for all applicants. Current classified employees shall be given an interview and be considered for the position based on qualifications and seniority.
- c. The District will utilize an interview process for the selection of candidates to fill a vacant position. The interview panel includes, but is not limited to the following members: a manager, one (1) representative for the classified bargaining unit selected by the Association, and when possible, an employee currently working in the same classification as the vacant position. Interviews for internal and external candidates will be conducted concurrently. If two candidates are deemed equally qualified and one is currently employed by the District, the internal candidate will be chosen for the position.
- d. Applications for voluntary transfers shall be submitted within the posting time limit. The District shall make a final determination based on the following non-ordered criteria:
  - 1. Qualification for position
  - 2. Previous job performance
  - 3. Personnel needs of the District
  - 4. Seniority
- e. If a voluntary transfer or promotional request is denied, the bargaining unit member shall, upon written request to the Human Resources Department, be granted a meeting to discuss the reasons for the denial within ten (10) working days of receipt of the request.

## 8.3 INVOLUNTARY TRANSFER:

A bargaining unit member may be involuntarily transferred by District management whenever such transfer is in the best educational and/or operational interest of the District as determined by the District.

- a. If the District determines that the factors applied by the District in selecting a unit member for involuntary transfer are equal as between two or more unit members, the least senior employee being considered shall be selected. For purposes of this section, seniority shall be considered to be within the affected classification.
- b. A unit member being involuntarily transferred shall be given reasonable notice and upon request, written reasons for the transfer. Bargaining unit members scheduled to be involuntarily transferred shall be allowed to indicate their preferences for any vacancy for which he/she is qualified. Involuntary transfers shall not be punitive or disciplinary in nature. Any change in hours due to the involuntary transfer must adhere to Article 7.1b.

#### 8.4 SELECTION PROCESS

- a. Candidates for a vacant position must complete the District application to be considered for an interview.
- b. Postings for open positions will run concurrently for internal and external candidates. All current district employees will be offered an interview upon successful passing of the district employment examination for the vacant position. External candidates will be considered for interview upon the screening of their applications and passing the district employment examination.

- c. The interview process includes a system to rank candidates. Interview panel members will have access to the application packets submitted by each candidate as well as applicable scores on the employment exams. Each interview panel member has the responsibility to share their recommendations with the interview team to help inform the selection process. The final recommendation for employment to the Human Resources Department and selection of the candidate for employment is at the discretion of management. Questions on the selection process will be directed to the Human Resources Department by the Association president.
- d. Candidates not offered a position will be notified via email or direct contact of the decision within five (5) days of acceptance of the position by the candidate offered the position.

#### 8.5 SUMMER ASSIGNMENTS

Summer assignments will be eligible for classified bargaining unit employees who meet training/knowledge/physical requirements of the job they are applying for and offered by the District prior to the beginning of the Summer Assignment. Summer assignments will be offered to all eligible permanent classified employees based on the following criteria:

- Same job family: eligible outside classifications can be considered for a position if job specific professional development is agreed to by the candidate or if the training has already been completed prior to summer assignment. \*
- Unit members who apply for a position outside of their classification may be required to interview if more candidates apply for a position than available positions.
- Prior attendance and job performance, as documented on performance evaluation and/or disciplinary documentation.
- Seniority with a rotational schedule
- A representative from human resources and from CSEA will review applicant materials prior to placement in positions.

\*Professional development must be completed prior to starting the Summer Assignments. The District will offer the professional development to those selected for a summer assignment on a non-student day/after student dismissal or at the end of the school year prior to the Summer Assignment starting.

#### 8.5 ADJUSTMENT OF ASSIGNED TIMES

Any unit member who has their regular part time assignment work hours increased for a period of 50 working days within a school year shall have the regular assignment adjusted upward to reflect the longer hours effective with the next pay period.

## 8.6 RECLASSIFICATION

A reclassification is defined in this section as a gradual increase of duties required of the employee on a continuing basis which are not related to the duties contained in the unit member's job description.

1 RECLASSIFICATION REVIEW COMMITTEE: In order to ensure an efficient, fair and equitable Classification and Reclassification system, a standing advisory committee is established to make recommendations to both the District and CSEA negotiating teams regarding the following topics:

- a. Requests for reclassification of a position by unit member and/or their supervisors.
- b. The review and maintenance of the District's classification system as a whole.

It is the intent of the Committee structure to compliment the collective bargaining process. Participation in this process is not a waiver of negotiation rights on any subjects within the scope of representation arising as a result of the Committee deliberations, unless the Committee arrives upon a unanimous recommendation as provided by Section 4, subdivision (j), in which case the Parties' obligations to meet and negotiate shall be satisfied.

2 WARRANTED RECLASSIFICATIONS: Upon review of the Guidelines for Reclassification, the Committee may determine that based on the totality of the circumstances, the reclassification of a position may be warranted:

- a. If there is a significant proposed change in the types of duties and/or the level of the responsibility of one or more job areas.
- b. If there has been a gradual increase in the duties being performed (and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities).
- c. If it is determined that the position was originally under-classified (including job duties and salary in comparison with the overall classification plan in the District).
- d. If the job description does not accurately reflect the current duties of the position.

3 GUIDELINES FOR RECLASSIFICATION: Placement of a position on the salary schedule may be determined by the degree of the following factors:

- a. Required skills, certification, knowledge, and abilities
- b. Required experience, education, and training
- c. Scope of responsibility
- d. Accountability
- e. Complexity
- f. Working conditions (e.g., indoor/outdoor, safety, etc.)
- g. Supervision given or received
- h. Salary studies using comparable school districts.

#### 4 PROCEDURES

- a. A reclassification request may be initiated by the employee or his/her supervisor.
- b. All requests for reclassification must be submitted on the "Reclassification Questionnaire" with support materials attached. The forms are located in Appendix D and are to be submitted to the Human Resources Department.
- c. If the employee initiates the request, the Committee shall provide a copy of the completed form to the supervisor for review. The supervisor shall take part in the interview process, and when necessary, additional personnel may be included.
- d. Committee members are responsible for reviewing the "Reclassification Questionnaire" and supporting material prior to the scheduled interviews, if necessary, as provided in subdivision (g) below. A written statement from the next level administrator may also be reviewed. Committee members should be prepared to ask appropriate questions to clarify any issues arising from the questionnaire and materials.
- e. The Committee may, upon a majority vote, elect to conduct field observations to validate workflow processes, the utilization of equipment, tools, and other instruments required to perform the duties of the position. Salary studies using comparable school districts may be conducted.
- f. Committee members shall not conduct independent investigations.
- g. An interview shall be scheduled with the employee and supervisor before the Committee. The purpose of the interview is to gather information and to clarify any ambiguities. In the event of a group request, it is preferable to interview all individuals at the same time.
- h. Following the completion of the review of all requests for reclassification, Committee members shall participate in discussions as a group pertaining to the merits of the requests based on the guidelines for reclassification. Committee members shall review and make a recommendation on each issue in front of the Committee. An attempt to reach consensus shall be made.
- i. Committee members shall vote on a recommendation after consideration of all available information.
- j. If the Committee reaches a unanimous decision in its recommendation, the Committee will render its decision to the Human Resources Department and the CSEA Chapter President. The Committee's unanimous recommendations for a reclassification shall be forwarded to the District's and CSEA's negotiating teams for initiation of CSEA Policy 610. The Human Resources Department will notify the affected employee(s) of the committee decision upon the final approval of the reclassification.
- k. In the event of a denial of a reclassification, a requestor may exercise their right to one appeal of the committee decision which must be submitted within fifteen days from the date notified by the Human Resources Department. An appeals meeting will take place within thirty days with a decision provided 48 hours after the meeting. In the case that there is more than one person represented in the reclassification appeal request, one representative of that group may address the committee.
- l. If the Committee can not come to a unanimous recommendation, the reclassification request will be forwarded to CSEA and the District's negotiating teams.

- 5 COMPOSITION OF THE RECLASSIFICATION REVIEW COMMITTEE: The Reclassification Review Committee is composed of at least the following equal number of representatives from both the District and CSEA:
- a. Three representatives from CSEA (Chapter President and two additional members appointed by CSEA).
  - b. Three representatives from the District (A representative from the Human Resources Department and two management appointed by the District).
  - c. The District and CSEA shall each designate 2 alternates in case of unavailability or conflict of interest.
- 6 DIRECT CONFLICT OF INTEREST OF COMMITTEE MEMBER(S): Any member with a “direct” conflict shall excuse him/herself from deliberations and voting on the matter in which he/she has direct conflict. The meaning of “direct conflict” is defined as follows:
- a. Any Committee member who occupies the same classification of the employee(s) being reviewed.
  - b. Any Committee member who has the responsibility of immediate supervision of the employee(s) scheduled for review.
  - c. Any Committee member whose own personal request is being reviewed by the Committee. An alternate shall be appointed by the appropriate party to fill the vacancy created by recusal.
  - d. Any Committee member who is related to an employee being reviewed.
  - e. Any Committee member who assisted a unit member with the completion of a reclassification application.
- 7 MEETING SCHEDULE AND TIMELINE: The Committee shall review reclassification requests received from employees annually as follows:
- a. All completed forms (Appendix D) and supporting documents must be received by the Human Resources Department to be considered for review. A date stamped copy of submitted forms and supporting documents will be provided to the employee.
  - b. The Committee will not consider requests submitted and examined the previous year unless significant changes in job duties can justify such a review. An increase in the volume of work is not a valid reason.
  - c. Classifications must be established for a period of at least one year before reclassification can be considered.
- 8 SALARY PLACEMENT DUE TO RECLASSIFICATION: In no event shall upward reclassification result in a loss of pay, and in no event shall the reclassification change the employee’s anniversary date for the purposes of earning salary step increases. Reclassifications shall become effective upon ratification by CSEA Policy 610 and the Governing board. Compensation for work done out-of-class during the Classified Reclassification review shall be paid from the date of request received to completion of review.

## **ARTICLE 9: EVALUATIONS AND PERSONNEL FILES**

### **9.1 EVALUATION AND PERSONNEL FILES:**

The performance of unit members shall be reviewed and evaluated periodically utilizing the Classified Employee Evaluation form, referenced in Appendix F.

- a. Permanent unit members shall receive a written evaluation at least once each year.
- b. The probationary period for new or promoted unit members shall not exceed six (6) months except as set forth below. The six (6) month probationary period is equal to one hundred thirty (130) days in paid status, including holidays, sick leave and vacation

If a probationary unit member's promotional request is granted, the unit member will not become permanent until the unit member has successfully completed probation in the promotional position. Should the unit member fail to satisfactorily complete probation in the promotional position, the unit member shall be returned to his/her former position and shall receive credit, towards completion of the probationary period, only for the time served in the former position. Probationary periods will automatically be extended by the length of any long-term absences (i.e., over five (5) consecutive working days).

Probationary unit members are subject to a written evaluation at the end of the 3<sup>rd</sup> month or 65 days of paid status.

### **9.2 Evaluations shall be conducted by the unit member's immediate supervisor.**

- a. All persons responsible for evaluation will be trained periodically in the skill of evaluation.
- b. The evaluator and the unit member shall discuss the evaluation. The unit member's signature indicates only that the unit member has seen the evaluation and does not necessarily indicate concurrence with the evaluation.
- c. Every effort shall be made to complete all evaluations no later than May 30 of each year. Unit members shall be given a copy of their evaluation at the time the unit member signs it or is given an opportunity to sign it. Staff who are on a leave of absence for the last three weeks of the work year shall be provided their end of year evaluation within the first two weeks of the following work year based on unit members report date.
- d. A copy of each evaluation shall be placed in the unit member's personnel file. The unit member may submit a rebuttal at any time to the evaluation if it is believed that clarification of the unit member's position is desired or if the unit member believes statements on the evaluations are incorrect. No evaluation shall be placed in any



personnel file without an opportunity for discussion between the unit member and the evaluator.

- e. In the event the evaluator determines a need for improvement, the evaluator shall include an explanation of the reason(s) for such marking(s) and provide recommendation(s) for ways to improve performance.
- f. For a probationary employee, the foregoing shall not apply if the evaluator recommends termination.
- g. The evaluator and the unit member shall review overall performance and may collaborate to set goals for the next evaluation period.

9.3 Only the evaluation process and not the evaluation itself shall be grievable under this agreement.

9.4 Evaluations for unit members are meant to be corrective in nature rather than punitive and not to be used as a means of disciplining a unit member, but rather as a means of formal notification of performance which, if deficient, and if the deficient performance continues, may lead to disciplinary action. The use of performance evaluation in disciplinary action shall be limited to a showing that the District has notified the unit member of perceived deficient performance, and the unit member's rebuttal, if any, shall be considered in determining the applicability of the evaluation to the proposed discipline.

Any employee who has reason to question any aspect of evaluation, or who is concerned about the conditions of employment or any other matter affecting the employee morale, has the right to request a review of his case by the Superintendent or designee.

#### 9.5 PERSONNEL FILES

The personnel file of each employee shall be maintained at the District's central administrative office. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file. An employee shall be provided with a copy of any derogatory material within ten (10) workdays before it is placed in the employee's personnel file. In accordance with Education Code Section 44031, the employee shall have the right to enter, and have attached to any derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without reduction in salary. When accompanied by the employee or upon presentation of a written authorization signed by the employee, an authorized representative of the Association shall have the right to review the employee's personnel file in accordance with Education Code Section 44031.

#### 9.6 SECURITY CAMERAS:

The security camera system is designed to support security measures and shall not be used for monitoring, disciplining, or evaluating a unit member's performance. However, if a unit member is captured on video involved in theft, or other criminal activity, or

violation of district safety rules and regulations, the video recordings may be used in the investigative and disciplinary process.

## **ARTICLE 10: LEAVE PROVISIONS**

10.1 The benefits which are expressly provided by this Section, Article 10, are the benefits which are part of this collective bargaining agreement, and it is agreed that other existing statutory or regulatory leave benefits are not incorporated, either directly or implied, into this Agreement nor are such benefits subject to the grievance procedure (Article 3).

### 10.2 DEFINITION OF IMMEDIATE FAMILY:

For purposes of leave policies of this provision, an immediate family member shall be limited to parents (including in-laws), grandparents, guardians, spouse, domestic partners, children (including in-laws), grandchild, and siblings of the unit member or any relative living in the household of the unit member.

### 10.3 PERSONAL ILLNESS AND INJURY LEAVE:

- a. A unit member shall be entitled to one (1) day leave with full pay for each month of service during the year for purposes of personal illness or injury. For the purpose of this Section, "full pay", with regard to part-time employees, is based on the employee's regular assigned daily hours, e.g., a four (4) hour aide would receive four (4) hours pay for an authorized day of sick leave.
- b. After all earned leave as set forth in (a) above is exhausted, additional non-accumulated leave shall be available for a period not to exceed 100 work days at fifty percent (50%) of the employee's regular salary in accordance with Education Code Section 45196, provided that the provisions of (d) are met. The 100 day period shall begin on the first (1<sup>st</sup>) day of absence due to illness or injury.
- c. If a unit member does not utilize the full amount of leave as authorized in (a) above in any school year, the amount not utilized shall be accumulated from year to year.
- d. Upon written request by the District, and for legitimate District reasons, a unit member shall be required to present a medical doctor's certificate verifying a request for personal illness or injury leave and/or a medical authorization to return to work following such leave. If the physician's report concludes that the absence is not due to personal illness, injury, or a serious health condition, then the Superintendent or designee, after notice to the unit member, may refuse to grant such leave. Before a unit member returns to work, the District may require, at district expense, an authorization from a physician appointed by the District and/or the unit member's physician.
- e. A unit member shall attempt to contact his/her immediate supervisor and the District substitute notification system as soon as the need to be absent is known, but in no event less than three (3) hours prior to the start of the employee's work day (except in cases of emergency) to permit the employer time to secure a substitute. Failure to comply with this section may be grounds for disciplinary action.

- f. A unit member who is absent for a fraction of the day shall have deducted from his/her accumulated sick leave that fraction of the day that bears to his/her scheduled day.
- g. Each unit member shall be notified monthly of the accumulated sick leave.
- h. A new employee of the District shall not be eligible to take more than six (6) days or the proportionate amount to which he may be entitled until the first day of the calendar month after completion of six (6) months of active duty with the District.
- i. Each July 1, each permanent employee's sick leave account shall be credited with the current year's sick allowance.

10.4 PERSONAL NECESSITY LEAVE:

- a. Requests for any personal necessity leave must be approved by the Superintendent or his designee and if granted, the absence will be charged to the unit member's accumulated personal illness and injury leave. A maximum of seven (7) days in any school year may be used for personal necessity leave.
- b. For purposes of this provision, personal necessity shall be limited to:
  - 1. Death of a member of the unit member's immediate family.
  - 2. An accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family.
  - 3. An illness of a member of the unit member's immediate family which is serious in nature, which under the circumstances, the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during his/her assigned hours of service.
  - 4. Appearance in court when the unit member is a litigant or witness under official order.
  - 5. Appearance for pre-induction physical examination.
  - 6. Absence due to natural phenomenon which prevents unit members from reaching work.
  - 7. Absence for the purpose of observing a religious holiday of the unit member's faith. Under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or vacation period, or for matters which can be taken care of outside the work hours, or for recreational activities.
- c. Before the utilization of personal necessity leave, the unit member must obtain prior written approval from the Superintendent or his designee, except for cases of (1),

(2), (3), and (6), in Section 10.4(b). The unit member must submit the personal necessity leave form for approval to the Superintendent or his designee and receive the signed approval back from the Superintendent or their designees before the utilization of the personal necessity leave. Should the circumstances outlined in (1), (2), (3), and (6) arise, the unit member shall verify in writing on the appropriate Employee Absence form immediately upon return to duty that the personal necessity leave was used only for purposes as set forth in Section 10 (b) above.

- d. Additional situations may constitute personal emergency, subject to the approval of the Superintendent or his designee. A maximum of two (2) days may be used for such purposes.
- e. Two (2) of the seven (7) personal necessity days may be utilized without first obtaining approval from the administration, provided all of the following conditions are satisfied:
  - 1. The unit member shall give the Superintendent's office at least three working days' notice prior to the leave day.
  - 2. The reason for such leave must relate to important personal business which cannot be attended to during non-duty hours.
  - 3. No more than two (2) unit members may be absent on such leave during any one duty day.
  - 4. Such leave cannot be utilized on the first or last duty day of the school year, nor shall it be taken on a day immediately after a holiday or other scheduled break in the regular school year.

#### 10.5 BEREAVEMENT LEAVE

- a. A unit member shall be entitled to a maximum of five (5) days leave of absence on account of death of any member of his/her immediate family, as defined in Section 10.2. In addition to the immediate family outlined in section 10.2, the death of a brother-in-law or sister-in-law will be included as eligible family members for bereavement leave. Up to three days of bereavement will be paid, unless out of state travel is required, in which case the five days will be without loss of salary.

#### 10.6 LEAVE FOR PREGNANCY DISABILITY:

- a. Unit members are entitled to use sick leave as set forth in Section 10.3 (a) and (b) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, 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.

- b. Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Section 10.3 (a) and (b) has been exhausted for a maximum of twelve (12) months. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the District may require a verification of the extent of disability from the unit member's physician.
- c. The unit member on leave for pregnancy disability shall be entitled to return to a position in the District comparable to that held at the time the leave commenced.

10.7 LEAVE WITHOUT PAY FOR CHILDBEARING PREPARATION AND CHILD REARING:

- a. Leave without pay or other benefits shall be granted to a unit member for preparation for childbearing and for child rearing.
- b. The unit member shall request such leave as soon as practicable, but under no circumstance less than thirty (30) workdays prior to the date on which the leave is to begin unless an emergency is certified by the attending physician. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.
- c. The date on which leave shall begin and the duration of such leave shall be at the discretion of the Superintendent when considering the scheduling and replacement problems of the District.
- d. The duration of such leave shall be no more than three (3) consecutive months.
- e. The unit member is not entitled to the use of any accrued sick leave or other paid leave while such unit member is on childbearing preparation leave or leave for child rearing.
- f. There shall not be a diminution of employment status for childbearing preparation or child rearing except that no unit member shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force.
- g. The unit member on unpaid leave pursuant to this Section shall be entitled to return to her position, or a comparable one:
  - 1. If there is a vacancy, or
  - 2. If such position or positions is/are occupied by a substitute, or
  - 3. If the substitute hired to perform her duties has become regularized, then the senior of the two persons shall be offered the position.
- h. Any employee may have her status changed to "leave for pregnancy disability" by meeting the requirements of Section 10.6 of this Agreement.

- i. Granting of a request for an early return shall be at the discretion of the Superintendent.

10.8 INDUSTRIAL ACCIDENT AND ILLNESS LEAVES:

- a. The parties incorporate by reference Education Code Section 45192 as it existed on the date of the execution of this Agreement or its successors, if any.
- b. Maximum allowable leave: Sixty (60) days.
- c. Eligibility Requirements: Six (6) months of service with the District.

10.9 JUDICIAL LEAVE:

- a. Unit members will be provided leave 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 submit a written request and an official copy of notice to serve or appear as a witness for an approved absence no less than ten (10) days prior to the beginning date of the leave or as a witness. If the unit member does not have ten (10) or more days notice, notice shall be provided the District within three (3) days of receipt thereof.
- b. In order for the unit member to receive his or her daily pay while serving on jury duty, he or she shall:
  - 1. Submit the court form indicating the time/days served; and
  - 2. Submit cash or a personal check to the District covering amount received for jury duty service (excluding mileage and meals).

10.10 OTHER LEAVES WITHOUT PAY:

- a. Upon recommendation of the Superintendent and approval of the Governing Board, leave without compensation, increment, seniority, or tenure credit may be granted for a period of up to one (1) school year for purposes of care for a member of the immediate family who is ill or long term illness of the unit member.
- b. The application for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office by May 1 of the school year as to intent to return to employment in the District. Failure to so notify may be considered an abandonment of position.
- c. If the member is in this status for one (1) year or less, he/she shall have the same rights set forth in Section 10.7 (g) of this Agreement.

- 10.11 Whenever the administration has a legitimate reason to believe that an abuse of a paid or unpaid leave has occurred, the administration may require the unit member or unit members involved to provide a medical certification, personal affidavit or such other document(s) as the administration deems appropriate under the circumstances, as

verification of the legitimacy of the leave request. Any documentation shall be on forms prescribed or approved by the District.

10.12 FAMILY LEAVE:

- a. Unit members may request family leave in accordance with the District Family Leave Board Policy. Under this Policy, unit members, who have served the District more than twelve (12) months and have at least 1,250 hours of service with the District during the previous 12-month period, have the right to an unpaid family care and medical leave of up to 12 work weeks in a 12-month period for the birth of a child, for the placement of a child for adoption or foster care, for the serious health condition of their child, parent (or in-laws) or spouse (domestic partner), or for their own serious health condition which makes them unable to perform their job. The 12-month period, in which the 12 weeks of leave entitlement occurs, shall commence on the date the employee's first family care or medical leave begins.
- b. If possible, at least 30 calendar days written advance notice must be provided to the District Personnel Office for foreseeable events such as the expected birth of a child or the planned medical treatment of yourself or a family member. For events, which are unforeseeable 30 days in advance, the District Personnel Office must be notified as soon as practicable. Failure to comply with these notice rules is grounds for, and may result in, denial or deferral of the requested leave until compliance with this notice policy is met.

10.13 CATASTROPHIC ILLNESS LEAVE:

- a. Unit members with a catastrophic injury or illness may solicit individual donations of sick leave from other unit members. Requests shall be submitted in writing to the Superintendent or designee and shall be handled confidentially to the extent reasonably possible.
- b. *Definition* – for purposes of this section, catastrophic injury or illness means an injury or illness that is expected to incapacitate the unit member for an extended period of time, at least ten (10) or more work days, or that incapacitates a member of the unit member's family (as defined in Article 10.2), which incapacity requires the unit member to take time off from work for an extended period of time, at least ten (10) or more work days, to care for that family member, and taking extended time off work creates a financial hardship for the unit member. The request for donated leave credits must be accompanied by a written statement from the unit member's medical provider which verifies catastrophic illness or injury as defined herein.
- c. *Eligibility* – To be eligible for catastrophic illness or injury leave the unit member must have exhausted all current, accrued, and extended sick leave, vacation entitlement, and any compensatory time credit.

- d. *Conditions:*
1. The total leave donations for any one unit member shall not exceed the equivalent of twenty-three (23) work days. The unit member may request additional twenty-three (23) work days increments by filing an additional request. Donors may volunteer no more than 25% of their accrued sick leave.
  2. Leave donations shall be voluntary and irrevocable. The unit member must use donated time in full day increments. Such leave shall be charged on an hour-for-hour basis of the donee or the donor.
  3. The unit member shall use all donated leave within a twelve (12) month consecutive period following donations. If the unit member returns to work and has a recurrence of the same or related catastrophic illness or injury, after using any accrued sick or vacation leave, previously donated leave days may be used if the time remains available, within the same twelve (12) month period. Pledged donated leaves shall be used only for the specific catastrophic illness or injury. A different catastrophic illness or injury must be handled as a separate second incident. The unit member shall receive an accounting of donated and used leave.
  4. Catastrophic injury or illness leave ends when the need for leave no longer exists due to a change in health status; or the twelve (12) month eligibility period expires or the recipient terminates employment with the District.
- e. *Appeal* – If an employee’s request for catastrophic leave is denied, the employee or employee’s agent or Association may request a review of the reason(s) for denial with the Human Resources administrator.

## **ARTICLE 11: ORGANIZATIONAL RIGHTS**

- 11.1 All Association activities when the majority of membership is engaged will be conducted by unit members or Association officials outside established work hours as defined in Article 7 herein:
- a. An authorized Association representative will obtain advance permission from the Superintendent or designee regarding the specific time, place, and activity to be conducted on district property.
  - b. The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members as defined in Article 7.
- 11.2 The Association shall 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 identification of the organization together with the designated authorization by the Association President/designee.



- b. The District Superintendent or designee will notify the Association President/designee and Labor Relations Representative when the complete school district board agenda and associated attachments is available online. The Association shall be provided a digital copy of the agenda and attachments/presentations.
- 11.3 The Association shall have the right to be supplied with a complete “hire date” seniority roster of all bargaining unit employees on the effective date of this Agreement and each September 1 thereafter. The roster shall indicate the employee’s present classification.
- 11.4 Annual CSEA Conference Release Time
- The District will grant release time for authorized chapter delegates to attend the annual CSEA state conference. The District and CSEA agree to use the State CSEA formula to identify the number of eligible delegates to be granted release time to attend the annual conference. CSEA shall also provide the District with a written notice that specifies the names of the authorized chapter delegates for the annual CSEA state conference as soon as known, but no later than two (2) weeks in advance of the state conference. Each delegate that is attending the annual CSEA conference will receive one (1) additional paid day for travel if the travel day occurs during the unit member’s regular work week.
- 11.5 Release Time for Union Training
- CSEA shall be entitled up to a maximum of forty (40) hours of paid release time per school year for CSEA training.
- During Chapter election years (even years), CSEA shall be entitled to an additional forty (40) hours to participate in training and transitioning leadership duties.
- 11.6 Chapter President Release Time
- The Chapter President/or designee shall be provided two (2) days per month of release time from July through June with no loss of salary or other benefits for the purpose of participating in and conducting Chapter business. Additional time may be granted with Human Resources approval. A monthly/bi-monthly meeting will be scheduled between the Chapter President/or designee and the Director of Classified Personnel/or designee. The District will cover the cost of a substitute for release days, if a substitute is provided.
- 11.7 Representation on School Site Council: Unit members shall have the right to serve on school site councils as prescribed in Education Code Section 52012.
- 11.8 Insurance Committee Meetings: CSEA shall appoint members to attend the District Insurance Committee meetings. The Chapter President/or designee shall be one (1) of the members of the Insurance Committee. Other employees shall be appointed by the Chapter President in such number that is equivalent to the number of employees appointed by the exclusive representative for the certificated employees. Appointees, other than Chapter President/or designee, shall not be from the same department or division in order to maximize the sharing of information throughout the District.

- 11.9 Calendar Committee Meetings: CSEA shall appoint members to attend the District Calendar Committee meetings. Appointment of such members shall be a number that is equivalent to the number of employees appointed by the exclusive representative for the certificated employees. Appointees, other than Chapter President/or designee, shall not be from the same department or division in order to maximize the sharing of information throughout the District.
- 11.10 The District shall notify CSEA in the event a substitute is used to fill an existing, vacant bargaining unit position for more than fifteen (15) consecutive work days.
- 11.11 The District will provide the Association the monthly list of member employment separations including dates of separation.

#### **ARTICLE 12: SAVINGS PROVISION**

- 12.1 If any provision of this agreement is held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 12.2 In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

#### **ARTICLE 13: CONCERTED ACTIVITIES**

- 13.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the term of this Agreement, including compliance with the request of other labor organizations to engage in such activities.
- 13.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, a slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 13.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 13.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement, in District policy, or by Education Code from any employee and/or the Association.

#### **ARTICLE 14: SUPPORT OF AGREEMENT**

14.1 The Association and the District agree to support this Agreement for its term and will not appear before the public school employer in order to seek change or improvement in any matter subject to the meet and negotiate process except as by mutual agreement of the District and the Association.

**ARTICLE 15: EFFECT OF AGREEMENT**

15.1 It is understood and agreed that in the absence of specific provisions in this Agreement, District practices and procedures are discretionary.

**ARTICLE 16: COMPLETION OF MEET AND NEGOTIATIONS**

16.1 During the term of this Agreement, except as provided below, 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 matter whether or not referred to or covered in this Agreement, except as indicated in Article 18, 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.

16.2 No later than twenty-one (21) calendar days prior to board action on a particular item, except in cases of emergency, the District shall transmit a copy of its board meeting agenda personally to the Association Chapter President and by regular mail to the designated Association labor relations representative. The transmittal of the agenda shall constitute both actual and constructive notice of any and all District actions which might be construed to have an effect on items within the scope of representation.

16.2.1 If the Association desires to bargain on a subject(s) included as an agenda item, it shall submit a written demand to bargain to the Superintendent's office prior to the beginning of the Board meeting. The demand to bargain shall include the basis upon which the Association believes the agenda item is within the scope of bargaining.

16.2.2 In the event the Association does not timely request to bargain pursuant to subsection 16.2.1 above, it shall thereby unqualifiedly waive the right, if any, to bargain on such action, including impact, during the term of this Agreement.

**ARTICLE 17: SAFETY**

The District shall comply with all federal and state laws, directives, and board policy as it pertains to school safety.

- 17.1 District Safety Committee -CSEA will be represented on the safety committee by no less than equal members from management and the exclusive representative for the certificated employees appointed by CSEA Chapter President or designee. The committee shall review and make recommendations regarding health, safety, sanitation, culture (as per Board Policy 3515 and comprehensive school safety plans) and working conditions to ensure compliance with safety requirements. The committee shall meet three times a year to review safety program training and make recommendations to the District and/or negotiations team for future considerations.
- a. School Site Safety Committees - Shall be represented by no less than a Secretary, Custodian, Campus Supervisor/Noon Duty as selected collaboratively by the school site and Chapter President or designee. Meetings shall be held quarterly. Site identified safety concerns shall be documented in committee meeting minutes and shared with the District Safety Committee for implementation assistance. Safety Committee Members will be provided release time or be compensated at their hourly rate if outside of their regular work hours to complete committee duties.
- 17.2 Unit members shall notify their immediate supervisor in writing (on a mutually agreed upon form accessible on the District website and included in the collective bargaining agreement), concerning unsafe or unsanitary conditions in the District. No unit member shall be in any way discriminated against for reporting what they believe to be unsafe or unsanitary working conditions. The immediate supervisor shall investigate said reported unsafe or unsanitary conditions, communicate to other departments/directors as needed, and advise the unit member in writing of any findings and/or suggested corrective action within ten (10) working days of the receipt of notification.
- 17.3 The District will provide all safety equipment and training to use such equipment required by the District. Safety equipment shall include but is not limited to the following:
- District provided safety attire (noon duty and campus supervisors) as identified in collaboration with CSEA and the District.
  - Clear safety goggles for all custodial staff (when required for the position and/or specific activity).
  - Footwear for classifications with specific requirements (i.e, Custodians, Food Service, and MOT).
    - Footwear for food services will be supplied by the District annually.
    - Impacted bargaining unit members who wish to purchase their own footwear may do so with supervisor approval to ensure adherence to the safety requirement and will be reimbursed up to \$250 per year.
  - Nitrile gloves (or equivalent) supplied by MOT, up to 5 (five) cases per site annually for custodial staff.
  - Non Latex gloves shall be provided for Special Education classrooms and TK classrooms.
  - Custodial cleaning rags will be cleaned and distributed to each site via a linen cleaning service or district level processing center.

All members shall complete the online safety training assigned to them. The District shall provide the time, materials, and equipment for the required training. If a unit member is required by his or

her supervisor to complete this training during non-work hours, said unit member will be compensated in accordance with the collective bargaining agreement.

### **ARTICLE 18: NEGOTIATIONS**

18.1 This Agreement shall thereafter remain in force and effect in accordance with Article 19 unless either party notifies the other in writing. The party receiving an initial proposal is obligated to respond within a reasonable amount of time.

### **ARTICLE 19: DURATION**

19.1 The District and CSEA agree that this agreement concludes successor negotiations. The new contract term shall be July 1, 2022 through June 30, 2025 with salary/benefits open in each contract year as well as three additional Articles per each party.

### **ARTICLE 20: PROFESSIONAL GROWTH**

20.1 Eligibility: All permanent bargaining unit members in good standing shall be eligible to participate in the Professional Growth Program. The term "permanent unit members" shall exclude probationary employees for the purpose of determining eligibility for any professional growth increment.

20.2 Units must be earned at a college, junior college, trade or professional school, adult school, conferences or workshops.

20.3 The following lists are suggested courses to be used as a guideline only. The criteria of job-relatedness will be used in approving course work for a specific individual.

#### General

Office Clerical Skills/Certification  
Accounting Courses  
American Government  
Math/Business Math/Math for Trades  
Child Development  
Child, Family, and Community  
Computer Skills  
Drugs in Contemporary America  
Foreign Language  
General Psychology  
Health Education  
Human Relations  
Food Purchasing  
Menu Planning  
Business Data Processing  
Business Law  
Workshop/Carpentry

Library Technology Certification  
Introduction to Child Psychology  
Oral Communication Techniques  
Diversities  
Public Speaking  
Effective Speech  
Reading Improvement  
Safety  
Sanitation and Safety  
Supervisory Techniques  
Organizational skills  
Nutrition  
Quantity Food Preparation  
Biology  
Professional Secretary Training  
Records Maintenance  
Structural Pest Control

Chemistry  
Landscaping/Gardening Herbicides

Welding  
Electrical Wiring  
Electronics

- 20.4 In order to be eligible for increment credit, all courses must have prior written approval from the Human Resources Department. Such courses shall be taken during non-duty hours and at the unit member's expense.
- 20.5 In order to qualify for increment level, the course must be related to the unit member's job assignment or may be unrelated to the unit member's current assignment if seeking professional advancement. Both shall result in a benefit to the unit member and District.
- 20.6 Application process: Classified Professional Growth Course Approval (Appendix D) application shall be submitted to Human Resources prior to enrollment. Human Resources shall notify the unit member within fourteen (14) working days of the decision and a copy sent to the unit member.
- 20.7 In the event approval of a particular course is denied, the unit member shall have the right to appeal to the Professional Growth Committee, which shall consist of the following:
- Chief Personnel Officer
  - One CSEA Unit Member appointed by the Chapter President or designee.
  - One District administrator
- The appeal must be filed with the Human Resources Department, within ten (10) calendar days after the unit member receives a notice of the denial. The Committee shall evaluate the proposed course and make a final decision. Human Resources shall notify the unit member within ten (10) calendar days after receiving the Committee's recommendation of the final decision.
- 20.8 Employees shall be eligible to apply for professional growth increments upon successful completion of twelve (12) semester units (a minimum of 108 class hours) of course work or the equivalent thereof in other forms of approved training. A unit member applying for a professional growth increment shall submit transcripts or other proof of course completion attached to the Classified Professional Growth Course Approval (Appendix D) application.
- 20.8.1 When a semester unit credit is not specified, twelve (12) hours of class time equal one (1) unit; six (6) hours equal one-half (1/2) unit; and four (4) hours equal one-third (1/3) unit.
- 20.9 In order to receive increment credit, the unit member must complete the course with a grade of "C" or better, a "pass" grade, or a certificate.
- 20.10 A total of two professional growth increments of \$700.00 annually (maximum of \$1,400.00) may be achieved through voluntary participation in the professional growth program for course work approved and completed. In no event shall the total amount paid to unit

members in the aggregate (i.e., the entire bargaining unit) under this article exceed \$28,000 annually. This amount shall be prorated among all participants in the event the total professional growth increment exceeds the annual maximum of \$28,000 annually. All unit members currently receiving professional growth increments shall be increased to \$700.00 annually (maximum of \$1,400.00) upon completion of this tentative agreement's approval.

- 20.11 The professional growth increment shall be implemented on the next payroll cycle following completion of the unit member's course work, payable in equal installments over a period of one (1) year.

## **ARTICLE 21: STATUTORY OBLIGATIONS**

- 21.1 The parties acknowledge and agree that obligations imposed upon the District, unit members and the CSEA, under the Education Code, relating to matters within the scope of representation, are legally binding and must be complied with by the respective parties, subject to any modification established by this Agreement.
- 21.2 The provisions of this Article shall not be subject to the grievance procedure.
- 21.3 A written complaint alleging a violation of this Article may be filed with the Superintendent. Such complaint must be submitted within twenty (20) days after the act or omission giving rise to the complaint. The Superintendent shall respond within five (5) days after receipt of the written complaint. If the complainant is not satisfied with the written response, the CSEA may file with the Superintendent's office, a written request for advisory arbitration of the dispute within five (5) days after receipt of the written response.
- 21.4 Within five (5) days after the request for arbitration is filed with the Superintendent, the District and the Union shall attempt to voluntarily agree upon the selection of an arbitrator. If no agreement can be reached, the parties shall within said five (5) day period request a list of arbitrators from the California State Mediation Service. Unless otherwise mutually agreed, the arbitration hearing shall be conducted within thirty (30) days after the request for arbitration is filed with the Superintendent. The arbitrator shall be authorized to make findings and recommendations, but the final decision shall be made by the School Board. The Board shall render its decision within thirty (30) days after receipt of the arbitrator's findings and recommendations. The costs of the arbitration hearing, including the arbitrator's fees, shall be borne equally by the District and the CSEA.
- 21.5 The term "day", as used in this Article, shall mean a day in which the central administrative office is open. The failure to file a complaint or request arbitration within the timeliness set forth above shall be deemed a waiver of the complaint.

## **ARTICLE 22: DISCIPLINE PROCEDURES**

- 22.1 The Association and the District agree that the basic goal of progressive discipline is to correct and/or remediate unsatisfactory employee performance, unsatisfactory fulfillment of job responsibilities, unsatisfactory attendance, or unsatisfactory personal conduct. Progressive discipline steps may be skipped at the sole discretion of the District based on

the severity of the employee's conduct, as determined by the District. The progressive discipline process may include the following steps: 1) oral warning/conference, 2) written warning, 3) letter of reprimand, 4) suspension without pay, 5) dismissal.

The District and the Association agree to form a committee during the 2007-08 school year for the purpose of:

- a) Determining a protocol/procedure for rotation into overtime or temporary vacant positions
- b) Determining a protocol/procedure for vacation scheduling

A permanent classified employee may be demoted, suspended, or dismissed by the Superintendent or his designee only for cause as provided in procedures set forth herein. This policy shall not apply to layoffs for lack of work or funds. The term "discipline", for purposes of this policy, shall mean a suspension without pay for more than five (5) working days, involuntary demotion (except layoff) or termination.

#### 22.2 EXCLUSION OF PROBATIONARY EMPLOYEES:

The provisions of this policy shall apply only to permanent employees. Probationary employees are subject to disciplinary action without appeal up to and including termination at the sole discretion of the District.

#### 22.3 GROUND FOR SUSPENSION, DEMOTION, OR DISMISSAL OF PERMANENT EMPLOYEES:

The grounds for suspension, demotion, or dismissal of a permanent employee shall be for just cause as determined by the Board. The Board may define just cause by policy.

#### 22.4 NOTICE OF PROPOSED DISCIPLINARY ACTION TO PERMANENT EMPLOYEES:

Notice to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid and addressed to the last known address of the employee. The notice shall contain the following:

- 22.4.1 A statement of the specific acts and omissions upon which the proposed disciplinary action is based;
- 22.4.2 A statement of the cause(s) for the proposed disciplinary action;
- 22.4.3 If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
- 22.4.4 A statement of the action proposed to the Board;
- 22.4.5 A statement that the employee has a right to a hearing on such charges if demanded within five (5) calendar days after the employee receives notice;



- 22.4.6 A card, or paper, the signing and filing of which with the Board shall constitute a demand for hearing and denial of all charges; opposing witnesses; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the accused employee does not testify in his own behalf, he may be called and examined as if under cross-examination.
- 22.4.7 Copies of materials, if any, which support the charges and a copy of this policy;
- 22.4.8 A statement that the employee has a right to be represented by an attorney or other representative at the hearing.

## 22.5 HEARING ON SUSPENSION, DEMOTION OR DISMISSAL OF PERMANENT EMPLOYEE

- 22.5.1 When a timely request for a hearing has been served upon the Board in accordance with Section 4, the Board or its designee shall, within fourteen (14) calendar days after receiving the request, schedule a hearing within thirty (30) calendar days from the date the request for hearing is received. The employee shall be given at least ten (10) calendar days written notice of the time and place of the hearing and such hearing shall be closed unless the employee submits written request for a public hearing.
- 22.5.2 Within five (5) calendar days after the employee files a timely and proper request for hearing, the administration and the Association shall mutually agree upon the selection of a hearing officer to conduct the hearing. If the parties fail to reach agreement within five (5) calendar days, the administration shall request the names of five (5) qualified individuals from the State Conciliation Service. Within five (5) calendar days after receiving the list of potential hearing officers, the administration and Association shall alternately strike names until one hearing officer remains. That individual shall be contacted immediately by the administration and given notice of his/her selection to serve as hearing officer. The hearing officer shall, within fourteen (14) calendar days after the hearing, submit written findings and a proposed decision to the Board.
- 22.5.3 Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine.
- 22.5.4 The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing and examining other evidence but shall not be sufficient standing by itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing. Irrelevant and unduly repetitious evidence shall be excluded.

22.5.5 The Board shall review the record, including the hearing officer's findings, and the Board may accept, reject or modify the proposed decision. In acting upon the hearing officer's recommendation, the Board may take supplemental evidence, as it deems necessary, in order to make a final decision. The Board shall render its written decision within twenty-five (25) calendar days after the proposed decision is received, and its determination of the sufficiency of the cause for disciplinary action shall be conclusive.

22.6 WAIVER OF HEARING ON SUSPENSION, DEMOTION, OR DISMISSAL OF PERMANENT EMPLOYEE:

If the employee fails to make a timely request for a hearing, the Board may act upon the charges without a hearing and impose such disciplinary action, if any, as it deems appropriate.

22.7 DISCIPLINARY ACTION IMPOSED BY THE BOARD:

If the Board finds that sufficient cause exists, it may impose disciplinary action proposed by the district Superintendent or his designee or it may impose such other disciplinary penalty as it deems appropriate.

22.8 IMMEDIATE DEMOTION OR SUSPENSION WITHOUT PAY OR BENEFITS OF PERMANENT EMPLOYEE:

Notwithstanding the requirements of Section 4 above, if the Superintendent or his designee determines that pending a Board hearing on the suspension or dismissal of a permanent employee, the continued presence of such employee is detrimental to the District or the employees of the District, the District may immediately suspend the employee without pay in accordance with the following procedures:

22.8.1 The administration shall meet with the employee, advising the employee of the charges and the proposed action, and give the employee an opportunity to respond to the charges.

22.8.2 Whenever practicable, the conference between the employee and the administration shall be conducted prior to completion of the suspension, but in any event, the District shall schedule the conference within five (5) working days from the time that the suspension is implemented.

22.8.3 The administration shall give the employee a copy of the written charges and any written materials upon which the charges are based within five (5) working days from the time the suspension is implemented.

22.9 COMPENSATION FOR LOSS OF SALARY DURING SUSPENSION WITHOUT PAY:

If the employee is suspended immediately pursuant to the procedures set forth in Section 22.8, the employee shall be compensated for any pre-hearing loss of salary resulting from such a suspension not upheld by the Board.

22.10 SHORT TERM SUSPENSION (SUSPENSION FOR FIVE DAYS OR LESS):

The Superintendent or his designee may suspend a permanent classified employee without pay for up to five (5) working days without regard to the procedures set forth in this policy. Prior to imposing such a suspension, the employee shall be informed in writing of the reasons for the action and he shall be given an opportunity to respond to the Superintendent or designee. The employee may appeal the suspension to the Board, provided a written request therefore is filed in the Superintendent's office within five (5) calendar days following the first day of suspension. If an appeal is timely filed, the Board shall review the written record and, without a formal hearing, issue its decision within thirty (30) calendar days after the request for appeal was filed.

22.11 EXCLUSIVE REMEDY:

This Article shall not be construed to diminish the District's authority to take disciplinary action in accordance with the law, including such actions as are authorized by Education Code Sections 44010, 44011, and 45304. The procedures provided for herein shall be the sole and exclusive administrative due process available to challenge disciplinary actions and short-term suspensions, and this Article shall not be subject to the grievance procedure.

**ARTICLE 23: LAYOFF AND REEMPLOYMENT RIGHTS**

23.1 DEFINITION:

Layoff is defined as an involuntary separation from District service due to lack of work or a lack of funds. Layoff shall include involuntary reductions in assigned hours or work year.

23.2 NOTICE OF LAYOFF:

23.2.1 In the event the District has to implement a layoff, the District shall, prior to taking such action, give the affected bargaining unit members forty-five (60) days written notice.

23.2.2 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified unit members, nor for lack of work resulting from causes not foreseeable or preventable by the District, without the notice required under 23.2.1.

Notice of layoff shall be provided to the union following adoption by the Board of the lay-off resolution.

23.3 ORDER OF LAYOFF:

23.3.1 Whenever a unit member is laid off, the order of layoff within the class shall be determined by length of service. The term "length of service" means hire date in

the class, plus higher classes. The unit member who has been employed the shortest time in the classification, plus higher classes, shall be laid off first.

- 23.3.2 In the event of a tie, the unit member with the latest original hire date into the District shall be laid off first. In the event a tie still exists, order of layoff shall be determined by lot. Reemployment shall be in the reverse order of layoff.

23.4 EMPLOYEE RIGHTS:

- 23.4.1 Unit members who have received layoff notices shall have the following options:
- a. Accept a layoff in lieu of displacement rights;
  - b. Layoffs shall follow procedures required by Education Code sections 45298 and 45308.

- 23.4.2 Laid off unit members who exercise displacement rights into a lower classification shall be placed on the same step they held in the higher classification or the step previously held in the lower classification, whichever is higher.

The District shall meet with unit members who have been noticed for layoff to discuss the layoff, re-employment and any displacement rights. The unit member shall be entitled to a representative.

23.5 REEMPLOYMENT RIGHTS:

- 23.5.1 As provided in Education Code Section 45298, unit members who are laid off shall have reemployment rights for any vacancies in their classification for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. Unit members who are laid off also shall have the right to participate in promotional examinations.

- 23.5.2 As provided in Education Code Section 45298, unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months (63 months total), provided that the same tests of fitness under which the bargaining unit member qualified for appointment to the class shall still apply.

23.6 NOTICE OF VACANCIES:

- 23.6.1 Any unit member who is laid off and is subsequently eligible for reemployment as set forth above shall be notified in writing by the District of a vacancy. Such notice shall be sent by certified mail to the last address provided to the District by the unit member and a copy shall be sent to the Association. By sending the notice as specified herein, the District shall be relieved of any further notification responsibility. It shall be the responsibility of laid off unit members to provide the

District Personnel Office with a current mailing address and current telephone number.

23.6.2 The unit member shall notify the District in writing of his/her intent to accept or reject reemployment within five (5) work days following receipt of the reemployment offer notice. Failure to respond shall be deemed a rejection of the offer. A bargaining unit member who refuses two (2) such reemployment offers thereby forfeits all reemployment rights and the unit member's name shall be removed from the reemployment list for that position.

23.6.3 Unit members recalled from layoff within the appropriate time specific in 23.5 shall be reinstated at their prior salary schedule step and shall be credited with their prior District service for all other purposes in this Agreement, including seniority and longevity-based benefits.

23.7 SUBSTITUTION:

Unit members laid off shall be afforded opportunity to substitute in the classification from which they were laid off or in any other classification for which they are qualified, as determined by the District.

# APPENDICES

**Romoland School District  
Classified Jobs / # Work Days / Salary Placement**

# Work Days Per Year	JOB CLASSIFICATION	Classified Salary Schedule Row
	<b>ACCOUNTING</b>	
247	Account Clerk/Receptionist	18
247	Account Clerk	18
247	Accounting Technician- Payroll/Purchasing	28
247	Accounting Technician- Financials	28
247	Buyer	26
	<b>CLERICAL SUPPORT</b>	
247	Office Clerk: Administrative Center	13
188	Office Clerk: Sites	13
195	School Site Community Engagement Clerk	15
226	Office/Attendance Clerk	17
226	Secretary I - Middle School Assistant Principal	19
226	Secretary II - Elementary School	20
226	Secretary III - Middle School	21
226	School Secretary/Alternative School of Choice	21
247	Data Integrity Specialist	22
247	Administrative Assistant	26
247	Administrative Secretary	22
247	Administrative Secretary- Nutrition Services	22
	<b>INSTRUCTIONAL SUPPORT</b>	
181	Bilingual Aide	10
181	Instructional Aide - Special Education/Special Circumstances	10
181	Instructional Aide II	13
181	Transitional Kindergarten Aide	10
181	Physical Education Aide	10
181	Expanded Learning Opportunities Program Aide	10
181	Expanded Learning Opportunities Site Lead	11
190	Technology/Library Technician	17
	<b>MAINTENANCE AND OPERATIONS</b>	
247	Custodian	15
247	Lead Custodian	17
247	Utility/Warehouse Worker	17
247	Maintenance Worker	18
247	Operations Technician	19
	<b>STUDENT SERVICES</b>	
181	Noon Duty Supervisor	8
181	Campus Supervisor	9
195	Health Technician	16
195	Licensed Vocational Nurse	22

247	Speech Language Pathology Assistant (SLPA)	28
247	School Engagement/Foster Youth Liaison	26
	<b>FOOD SERVICES</b>	
181	Food Service Worker	9
181	Food Service Cook	11
190	Food Service Lead Worker	16
247	Food Service Utility Worker	17
	<b>TECHNOLOGY SUPPORT</b>	
247	Information Technology Technician	24
247	Special Education Data Technician	22



**Appendix B**

**See District Website for Classified Salary 2022-2025 Salary Schedule**

**Appendix C**

**See District Website for Health and Welfare Plans**

**Appendix D**

**See District Website for Reclassification Application**

**Appendix E**

**See District Website for Classified Course Approval Form**

## **Exhibit A**

**See District Website for School Calendars**

**2019 - 2020**

**2020 - 2021**

**2021 - 2022**

**2022 - 2023**

**2023 - 2024**

Exhibit B

MEMORANDUM OF UNDERSTANDING

Topic: Elimination of "In Lieu of PERS"

This Memorandum of Understanding is entered into by and between the ROMOLAND SCHOOL DISTRICT (hereinafter "District") and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #499 (hereinafter "Association").

Since October 1987, unit members who have not participated in the Public Employees Retirement System have received an "In Lieu of PERS" stipend equal to 5% of the unit member's regular salary.

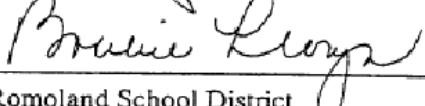
As of July 1, 2004, all unit members hired on or after July 1, 2004 will not receive the "In Lieu of PERS" 5% stipend. Unit members hired prior to July 1, 2004 who have been receiving this stipend will continue to do so.

As of July 1, 2004, Part-time Playground Positions (Noon Duty Supervisors) will be represented by the CSEA Bargaining Agreement. Since this representation does not begin until July 1, 2004, Part-time Playground Positions will not receive the "In Lieu of PERS" 5% stipend, even though they may have been employed in the school district prior to July 1, 2004.

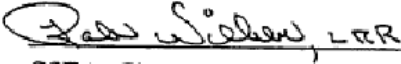
This Memorandum of Understanding shall be in effect as of July 1, 2004 and will continue to be in effect unless mutually agreed in writing by the District and the Association.

  
\_\_\_\_\_  
Romoland School District

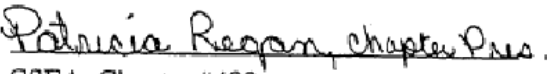
6-24-04  
Date

  
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Romoland School District

6-24-04  
Date

  
\_\_\_\_\_  
CSEA, Chapter #499

6/24/04  
Date

  
\_\_\_\_\_  
CSEA, Chapter #499

6/24/04  
Date

Exhibit C

MEMORANDUM OF UNDERSTANDING


Topic: Part-time Playground Positions (Noon Duty Supervisors)

This Memorandum of Understanding is entered into by and between the ROMOLAND SCHOOL DISTRICT (hereinafter "District") and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #499 (hereinafter "Association").

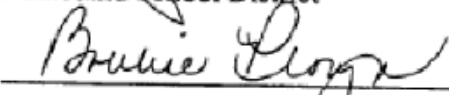
Education Code 45256, Classified Service, states that part-time playground positions, where the employee is not otherwise employed in a classified position, are exempt from the classified service. (Part-time playground positions shall be considered part of the classified service when the employee in the position also works in the same school district in a classified position.)

This Memorandum confirms agreement to include Part-time Playground Positions (Noon Duty Supervisors) in the CSEA Bargaining Unit. As such, these employees will be represented by CSEA and will have the rights and benefits of the classified service as outlined in the District/Association Agreement.

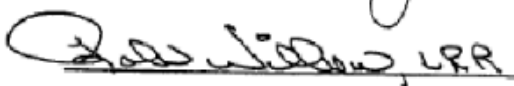
This Memorandum of Understanding shall be in effect as of July 1, 2004 and will continue to be in effect unless mutually agreed in writing by the District and the Association.

  
\_\_\_\_\_  
Romoland School District

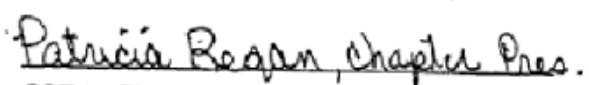
6-24-04  
Date

  
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Romoland School District

6-24-04  
Date

  
\_\_\_\_\_  
CSEA, Chapter #499

6/24/04  
Date

  
\_\_\_\_\_  
CSEA, Chapter #499

6/24/04  
Date



Exhibit D

ROMOLAND SCHOOL DISTRICT

27754 Highway 74 • Romoland, CA 92585  
(909) 928-2900 • FAX (909) 928-0228  
Roland Skumawicz, Superintendent

Side Letter Agreement Between the Romoland School District and  
the Classified School Employees Association Chapter #499

January 21, 1999

Benefits

CSEA Internal Pool Distribution Mechanics

The mechanics of the internal pool distribution is illustrated as follows:

1. The district's health benefit contribution for unit members in excess of employee utilization in any given year will be placed in a pool to help cover the insurance needs of other classified employees.
2. The excess monies will first go to those who need employee plus one or spouse coverage.
3. The remaining excess funds will be divided amongst those who require family coverage.
4. Unit members will pay no less than \$25 per month (September through June) for employee plus one, and those who desire family coverage will pay no less than \$100 per month (September through June). This stipulation is not pro rata by hours.
5. Any excess money left in the pool will be rolled over to the following benefit year's insurance pool.

(TH)

*Bonnie Stone*

Bonnie Stone, President  
Classified School Employees  
Association Chapter #499

1-21-99  
Date

*If you need  
any info  
call me*

Roland Skumawicz, Superintendent  
Romoland School District

\_\_\_\_\_  
Date

JEJw  
Pg 1 of 2 Negotiations/CSEA/Insur Pool

Board of Trustees

Cindy Bohn    Marv Gillem    Ted Johnson    Richard Shook    Robert N. Spradlin

An Equal Opportunity - Affirmative Action Employer

## Exhibit E

# MEMORANDUM OF UNDERSTANDING

### EXTENDED HOURS

August 27, 1993

The California School Employees Association, Romoland Chapter #499, and the Romoland School District having completed collective bargaining negotiations for the 1993/94 fiscal year, agree to maintain the provisions of the current classified collective bargaining contract through June 30, 1994, except to the following extent:

1. Employees with 6 hours or more will receive a maximum annual District contribution up to \$3,249 per eligible employee toward existing medical, dental, vision, and life insurance benefits.
2. Current employees employed prior to July 1, 1993, who work less than 6 hours and 4 hours or more will receive a maximum annual District contribution up to \$2,166.11 per eligible employee toward existing medical, dental, vision, and life insurance benefits. Current employees employed prior to July 1, 1993, working less than 4 hours and new employees employed on or after July 1, 1993, of less than six hours will not be eligible for health and welfare benefits but are eligible for increased hours up to 6 hours per day and shall receive PERS as required by law.
3. The district shall give first consideration for additional hours to employees working less than six hours during the 1993/94 school year. Factors to be considered by the district will include: funding sources, attrition, district/department and/or school needs, substitute services, and stipend options.
4. In cases where the District replaces a 6 hour or more vacated position with an employee from unrestricted funding who is not eligible for health benefits under the terms set forth in paragraph 2 above, the District will notify and meet with CSEA to discuss the allocation of any health benefit cost savings to the insurance pool. Factors to be considered by the District will include: unrestricted funding sources, district/department and/or school needs.

## **Exhibit F**

**See District website for current classified employee evaluation tool**

# Exhibit G

## ROMOLAND SCHOOL DISTRICT and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, ROMOLAND CHAPTER 499

### MEMORANDUM OF UNDERSTANDING (Instructional Aide Reclassification)

This Memorandum of Understanding is entered into by and between the Romoland School District (hereinafter, "District") and the California School Employees Association, Romoland Chapter 499 (hereinafter, "Association.")

**WHEREAS**, The District and Association have met and discussed the program needs for the District and the current Instructional Aides.

**WHEREAS**, The District and Association have met and discussed the lack of funding for the Title 1 program and flexibility needed to provide comprehensive services throughout the District without adversely affecting classified employees covered under statute and the collective bargaining unit.

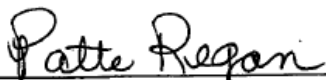
**NOW, THEREFORE, IT IS AGREED that:**

1. The classification of Instructional Aide will be placed on the District "inactive" job classification list and identified as such in the collective bargaining agreement. If the District wishes to "reactivate" this classification it is understood the parties will meet to negotiate such a decision.
2. Effective July 1, 2007, current Instructional Aides, Row 8, will be reclassified to the classification of Special Education Aide, Row 9.
3. Each reclassified employee will maintain their current number of hours, months of work, and, step on the salary schedule.
4. Each reclassified Instructional Aide's date of hire which determines seniority status with the District will move with them to the classification of Special Education Aide as listed below.
  - Jamie Bruce, date of hire 10/22/02, 3.5 hours/9.5 months
  - Nicole Calhoun, date of hire 9/9/97, 3.5 hours/9.5 months
  - Joan Dennis, date of hire 12/2/98, 3.5 hours/9.5 months
  - Taunya Hayes, date of hire 4/7/99, 3.5 hours/9.5 months
  - Mary Yost, date of hire 2/11/86, 6 hours/9.5 months
5. It is understood the work year listed above includes the day school begins, the last day of school, plus one return to work day.
6. Special Education Aide positions which are currently vacant, will be posted for transfers to the current Special Education Aides. After that the reclassified Special Education Aides will be allowed to, by classification seniority, transfer to vacant Special Education Aide positions of their choice. However, it is understood that the vacant position must be the same hours/months in which they are assigned. This process of transfers is non-precedent setting and applies to this agreement only.

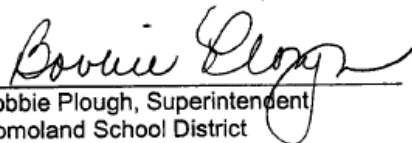
Dated this 13th day of June, 2007

**FOR CSEA:**

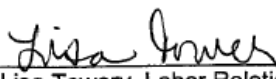
**FOR ROMOLAND SCHOOL DISTRICT:**



Patti Regan, Chapter President  
California School Employees Association



Bobbie Plough, Superintendent  
Romoland School District



Lisa Towery, Labor Relations Representative  
California School Employees Association



# Exhibit H

## ROMOLAND SCHOOL DISTRICT and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ROMOLAND CHAPTER 499

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Romoland School District (hereinafter, "District") and the California School Employees Association, Romoland, Chapter 499 (hereinafter, "Association").

**WHEREAS**, the District and Association met to discuss the staffing needs regarding student supervision in a 6<sup>th</sup>-8<sup>th</sup> grade only middle school environment.

**WHEREAS**, the District and Association have met and negotiated the creation of a new classification of Campus Supervisor, its job description, and the salary range which reflect said job description.

#### **NOW THEREFORE, IT IS AGREED TO:**

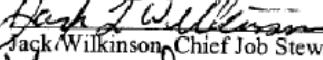
1. Establish a new classification of Campus Supervisor at Row 7/3.5 hours/10 months (job description attached).
2. Five (5) positions of Campus Supervisor will be hired.
3. It is understood the District and CSEA's job classification/compensation studies performed separately by the parties were in conflict as to the establishment of the appropriate salary range.
4. In an attempt to come to an agreement and satisfy the interest of both parties the District and CSEA agree to a temporary solution to establish this new position on the salary schedule on Row 7.
5. Six (6) months after the position is filled, but no later than December 31, 2007 the parties commit to review the duties of said job description with input from the incumbent (s) in the position and perform a joint salary compensation/classification study for this position.

Agreed on June 26, 2007, officially signed on August 14, 2007

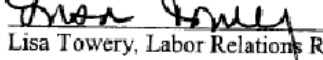
For CSEA:

  
\_\_\_\_\_

Patricia Regan, President

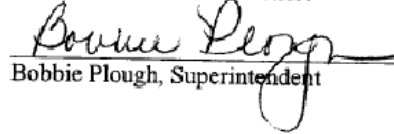
  
\_\_\_\_\_

Jack Wilkinson, Chief Job Steward

  
\_\_\_\_\_

Lisa Towery, Labor Relations Representative

For Romoland School District

  
\_\_\_\_\_

Bobbie Plough, Superintendent

# Exhibit I

## ROMOLAND SCHOOL DISTRICT and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ROMOLAND CHAPTER 499

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Romoland School District (hereinafter, "District") and the California School Employees Association, Romoland, Chapter 499 (hereinafter, "Association").

**WHEREAS**, the District and Association met to discuss the assignment and distribution of extra duty, overtime and substitute work.

**WHEREAS**, the District and Association desire to establish a process which will be fair, consistent, and can be applied effectively without adversely affecting classified bargaining unit members covered under statute and the collective bargaining agreement.

#### **NOW THEREFORE, IT IS AGREED TO:**

- A) Establish a pilot program beginning July 1, 2008 using the following language to facilitate the assignment and distribution of extra-duty and overtime hours for unit members. The parties agree to meet before 12/31/08 to evaluate the program. Additionally, the parties agree to meet prior to June 30, 2009 with the intent of making this a permanent part of the collective bargaining agreement.

#### **EXTRA DUTY/OVERTIME ROTATION**

**ASSIGNMENT OF LONG-TERM OR RECURRING EXTRA-DUTY, OVERTIME, AND SUBSTITUTE WORK.** In accordance with the parameters stated below; extra-duty, overtime, and substitute work assignments shall initially, and at the beginning of each school year, be offered in order of classification seniority. Thereafter, such offers shall be made on a rotational basis in such a manner as to distribute extra-duty, overtime, and substitute work assignments as reasonably as practicable.

#### **LONG TERM OR RECURRING EXTRA DUTY, OVERTIME, AND SUBSTITUTE WORK WILL BE OFFERED FIRST IN THE FOLLOWING ORDER TO:**

- 1) The unit members(s) in the same classification at the site where the work is by the assigned supervisor.
- 2) The unit member(s) within the classification within the District by the appropriate supervisor.
- 3) The unit member(s) within the District who are qualified to do the work.

#### **ASSIGNMENT OF SUBSTITUTE WORK:**

- 1) The District and/or site will attempt to fill vacant positions with on-site qualified unit members first.
- 2) If no one at the site is qualified the District and/or site will attempt to fill vacant positions with qualified unit members in the District.
- 3) Where such assignment could be deemed detrimental to the instructional program the site administrator in consultation with CSEA may fill the position with a substitute employee.

#### **"QUALIFIED" Bargaining Unit Members:**

- 1) Unit members who would like to work outside of their classification must fill out an application for OUT OF CLASSIFICATION ASSIGNMENTS.
- 2) Unit members must demonstrate knowledge and/or experience in the position for which they are applying. The District in consultation with CSEA will establish the Extra Duty/Overtime/Substitute Work Assignment List.
- 3) Unit members will be allowed twice during the year (August 2008 and December 2008) to qualify and be placed on the Extra Duty/Overtime Substitute Work Assignment List.
- 4) Unit members will be required to take appropriate tests to qualify.

#### **JOB PERFORMANCE**

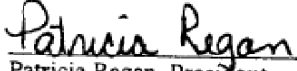
Unit members shall normally receive prior notice before the unit member is removed from an extra duty assignment. In the event of serious insufficiency of performance of duties, the District reserves the right to immediately remove an employee. The District will immediately notify CSEA of the removal of a unit member from an extra duty assignment.

- B) This agreement is subject to ratification by the parties.

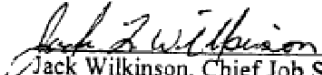
Exhibit I, page 2

Dated the 16<sup>th</sup> day of April, 2008:

For CSEA:



Patricia Regan, President

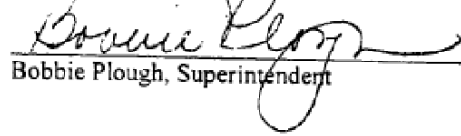


Jack Wilkinson, Chief Job Steward



Lisa Towery, Labor Relations Representative

For Romoland School District



Bobbie Plough, Superintendent

# Exhibit J

**Romoland School District  
and  
California School Employees Association Chapter #499**

**Memorandum of Understanding**

This Memorandum of Understanding is entered into by and between the Romoland School District and California School Employees Association Romoland Chapter #499.

WHEREAS: At a meeting between the Lead Custodians and the MOTF Director, the Lead Custodians requested a pilot program establishing a "floor crew" for the summer months in order to efficiently complete summer custodial tasks.

**IT IS AGREED THAT:**

A floor crew will be established for the duration of the summer break;

The purpose of this pilot program is to design, implement, and evaluate the concept of a floor crew;

The floor crew will consist of four custodians working their assigned 3.5 hours as a crew at the four school sites;

The floor crew will perform routine custodial tasks within their job description that relate to cleaning and maintaining floors;

No other staffing changes will be made as a consequence of this memorandum without mutual agreement of the parties;

This agreement ends on August 6, 2010 unless extended by mutual agreement at which time all regular work years, work sites, and work hours will be reestablished for the affected classifications.

This agreement can be terminated at any time by mutual agreement of the parties.

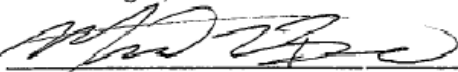
**CONCLUSION:**

It is agreed and understood that this agreement is subject to all approvals required under the CSEA 610 Policy.


Dated: June 11, 2010

For CSEA:

  
\_\_\_\_\_  
Patricia Regan, President

  
\_\_\_\_\_  
Michael L. Breyette, CSEA Labor Relations

For Romoland School District:

  
\_\_\_\_\_  
Bobbie Plough, Superintendent

# Exhibit K

**ROMOLAND SCHOOL DISTRICT  
and  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #499**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Romoland School District (hereinafter, "District") and the California School Employees Association, Romoland Chapter #499 (hereinafter, "Association")

**WHEREAS**, The District and the Association have met to discuss the current fiscal crisis in California and its impacts to classified employees;

**WHEREAS**, The District has asked the Association to help them mitigate the crisis through temporary reductions from the classified bargaining unit;

**WHEREAS**, The District and Association are agreeable to achieving reductions that would be supported (ratified) by the entire bargaining unit;

**NOW, THEREFORE, IT IS AGREED THAT:**

1. Association members will take a commensurate amount of furlough days based on discussions at the Budget Advisory Committee meeting not to exceed five (5) days.
  - a. Classifications affected will be based on the attached appendix.
  - b. The placement of all furlough days shall be subject to negotiations.
  - c. The District agrees to distribute the total reduction savings of the furlough days across the entire 2010-2011 fiscal year.
  - d. The District agrees to include a requirement for management, confidential, and exempt employees to participate in a commensurate rollback for the 2010-2011 school year. The District agrees to provide verification to the Association upon request.
  - e. The District agrees that Vacation and Sick Leave earnings will continue to be calculated based on the current established duty day designations.
2. The District agrees to limit the use of substitutes as appropriate in order to realize additional cost savings.
  - a. The District agrees to propose a commensurate pay reduction for all non bargaining unit classified substitutes to the RSD Governing Board.
    - i. If approved by the RSD Governing Board the District agrees to give recognition to the Association for the classified portion of these savings.

## Exhibit K, page 2

- b. The District agrees the intent of this language is not to increase the workload of any classified employee due to not obtaining a sub during their absence.
  - c. The District agrees that if operations remain open during a classified furlough day no substitutes will be used to complete classified work.
3. The District agrees that savings generated by the above actions shall be used solely to reduce the deficit presently projected by RSD.
4. If the District implements any classified layoffs/reductions in hours within the 2010-2011 school year it will be in accordance with all applicable legal statutes.
  - a. The District shall negotiate the effects of any classified layoffs with CSEA.
  - b. The District shall negotiate the decision/effects of any classified reductions in hours with CSEA.
5. The District agrees that at the end of this agreement, the work year calendars shall be re-established.
6. The District and Association agree to send out joint communications outlining this tentative agreement.
7. This agreement ends on June 30, 2011 unless extended by mutual agreement.

### RESTORATION

Should the fiscal outlook improve dependent on the State of California's 2010-2011 budget, within 14 days the parties agree to convene negotiations regarding any additional resources available for restoration.

### CONTINGENCY

Should the fiscal outlook deteriorate depending on the State of California's 2010-2011 final budget, the parties agree to convene negotiations regarding the effects of the increased deficit. Additionally, if the Romoland Teachers Association and the RSD Governing Board mutually agree to remove instructional days on the 2010-2011 calendar the parties agree to convene within 14 days and negotiate to determine if classified staffing levels need modification.

# Exhibit L

**Romoland School District**

**and**

**CSEA Chapter #499**

## **Memorandum of Understanding:**

Whereas, In a Memorandum of Understanding entered into by and between The Romoland School District and CSEA Chapter #499 dated June 11, 2010, the parties agreed to negotiate the placement of all furlough days;

It is agreed that furlough days will be calendared in the following manner:

**12 month full-time classified employees:** July 2 and July 6-9, 2010

**12 month part-time classified employees (custodians):** May opt to take vacation or non-paid days July 2 and July 6-9, 2010. The custodians' work calendars shall be submitted to their supervisor and the MOTF Director by June 21, 2010.

**School site secretaries, attendance clerks, health technicians, and library technicians:**

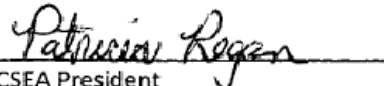
May schedule furlough days as approved by their supervisor.

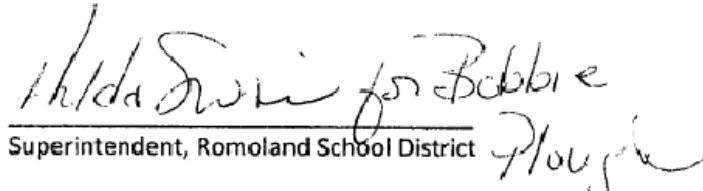
Per Appendix B of the Agreement between the Romoland School District and CSEA Chapter #499 (Agreement), all employees *shall take their vacation during the fiscal year in which it is earned.* Additionally, those school site secretaries, attendance clerks, health technicians, and library technicians who have accrued vacation days must use 10% of any accrued vacation during the 2010-2011 school year. If for any reason the employee is denied their annual vacation and/or use of 10% of their vacation balance, the District recognizes that Appendix B of the Agreement states that *if the unit member is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use and shall be taken in the following year.*

This agreement ends on June 30, 2011 unless extended by mutual agreement.

It is agreed and understood that this agreement is subject to all approvals required under the CSEA 610 Policy, as well as Romoland School District Governing Board approval and CSEA bargaining unit ratification.

Dated: June 30, 2010

  
CSEA President

  
Superintendent, Romoland School District

## Exhibit M

**ROMOLAND SCHOOL DISTRICT  
And  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
ROMOLAND CHAPTER #499  
June 1, 2011**

**Memorandum of Understanding  
(Budget Mitigation)**

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Romoland School District (hereinafter, "District") and the California School Employees Association, Romoland Chapter #499 (hereinafter, "Association")

**WHEREAS**, The District and the Association have met to discuss the continuing fiscal crisis in California and its impacts to classified employees;

**WHEREAS**, The District and Association have planned for a \$349 per ADA reduction in funding for the 2011/12 school year;

**WHEREAS**, The District has asked the Association to help them mitigate the crisis through temporary salary reductions and a reduction in force from the classified bargaining unit;

**WHEREAS**, The District and Association are agreeable to achieving reductions that would be supported by the entire bargaining unit;

**WHEREAS**, The District and Association agree that parity and equity between all employee groups is of the utmost importance.

**THEREFORE IT IS AGREED:**

**Section I: Mitigation of Budget Deficit: Reduction in Force:**

1. Due to declined enrollment, one (1) Health Technician at Romoland Elementary, 8 hours/190 day work year will be eliminated.
  - 1.1 It is agreed that the Romoland Elementary School Office/Attendance Clerk will provide classified health services during work hours as necessary, however this is non-precedent setting.
2. Due to workplace efficiency, reduce one (1) Utility/Warehouse Worker from 8 hours per day to 4 hours/247 days.
3. Reduce four (4) Library Technician positions from 8 hours to 6 hours per day.
4. The Utility Warehouse Worker and Library Technician positions are exempt from Section II of this agreement, five (5) furlough days.
5. For the 2011-12 fiscal year bargaining unit members who are affected by layoff and/or reduced in hours shall be offered an interview, if requested, for any position vacancy where they meet the minimum qualifications of the job description before any outside candidates. Bargaining unit members on the re-employment list will be notified of vacancies by e-mail as they become available.



## Exhibit M, page 2

6. In accordance with the law, bargaining unit members who are affected by this layoff will be offered a full layoff, or their displacement rights.
7. The District recognizes that the layoff/reduction will have an effect upon the total amount of work which can be done by the remaining bargaining unit members. Unit members will not suffer adverse actions, such as management directed unpaid working time, denial of breaks and/or lunch periods or disciplinary action or negative performance evaluation based solely on an employee's inability to perform work previously performed by those employees vacating positions or reduced in hours.
8. Upon request, the District agrees to meet to resolve any workload concerns that may arise during the 2011-2012 school year. Employees who have such concerns will first meet with their supervisor to attempt to resolve the concerns.
9. Bargaining unit members who are laid off will have reinstatement rights for a period of 39 months. Bargaining unit members who accept a reduction in hours in lieu of layoff shall have the same rights for an additional period of 24 months.
10. The rights outlined in Section I of this agreement are in addition to any rights granted by statute and the contract between the parties including any unilateral transfer of bargaining unit work.
11. The District shall not use short-term or other temporary employees to perform the work previously performed by bargaining unit employees without first notifying CSEA. CSEA may bring concerns related to this item to the next CSEA-Management meeting.
12. The District and Association will establish the displacement matrix which will contain all displacement as a result of this layoff. The final displacement matrix will be forwarded to the Association by no later than August 1, 2011.

### **Section II: Mitigation of Budget Deficit: Furlough Days**

1. During the 2011/2012 school year unit members whose work year is greater than 181 days and work greater than six (6) hours per day, will take five (5) furlough days. The classifications affected by furlough are listed in Attachment A of this agreement.
2. Furlough days will be scheduled on the following days: November 21-22, 2011; February 22-23, 2012; April 5, 2012
3. The District agrees to distribute the total reduction in pay for unit members across the entire 2011/12 school year.
4. The District agrees that Vacation and Sick Leave earning will continue to be calculated based on the current established work year calendars.
5. If unit members affected by furlough work overtime, their overtime pay will be based on the rate of pay established in the contract (Appendix B) NOT the reduced furlough rate (Appendix C).
6. Section II of this agreement ends on June 30, 2012 and all work year calendars will be restored.
7. The District agrees that savings generated by this action shall be used solely to reduce the deficit projected by RSD.

**Exhibit M, page 3**

- 8. The District will not implement a layoff during the 2011/12 school year; with the exception of Section I of this agreement, or as negotiated consistent with the Fiscal Contingency as stated herein.

**Fiscal Contingency for Section I/II:**


- a. In the event the governor's proposed \$349/ADA budget cut is increased or reduced, then the parties agree to return to the table to bargain regarding salary, benefits, work year/hour increases/reductions, including furloughs (in the event the district were to layoff as a result of an increase to the \$349 budget cut), at the request of either party, and both parties agree to meet at least five (5) times over the following thirty (30) days. In the event no agreement is reached within 30 calendar days, either party may declare impasse.

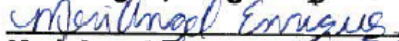
It is agreed and understood that this agreement is subject to all approvals required under the CSEA 610 Policy, as well as RSD Governing Board approval and CSEA bargaining unit ratification.

Dated this 1<sup>st</sup> day of June, 2011

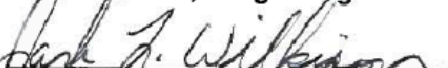
**CSEA**

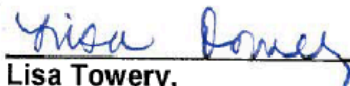
  
\_\_\_\_\_  
Doug Mefford, Chapter President

  
\_\_\_\_\_  
Patti Regan, Bargaining Team


  
\_\_\_\_\_  
Meri-Angel Enriquez, Bargaining Team

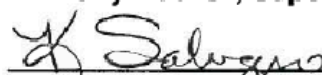
  
\_\_\_\_\_  
Bonnie Stone, Bargaining Team

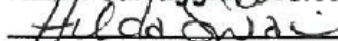
  
\_\_\_\_\_  
Jack Wilkinson, Bargaining Team


  
\_\_\_\_\_  
Lisa Towery,  
Labor Relations Representative

**DISTRICT**

  
\_\_\_\_\_  
Anthony Rosalez, Superintendent

  
\_\_\_\_\_  
Karen Salvaggio, Assistant Sup't.

  
\_\_\_\_\_  
Hilda Swain, Chief Business Official

  
\_\_\_\_\_  
Dave Guckert, Director Of MOTF

## Exhibit M, page 4

# Attachment A

2011 - 12 CSEA Employees 5 Furlough Days - Per CSEA Agreement 6/1/11

NOTE: Generated from Galaxy screen on 05/28/2011 12:22 PM

Position	Position Description	Work Site	Emp Group	FTE	Salary Sched	ID
2-181-001	SCHOOL SECRETARY	MVE	5	1	212	
2-181-002	SCHOOL SECRETARY	HVE	5	1	212	
2-181-003	SCHOOL SECRETARY	RES	5	1	212	
2-182-001	ACCOUNT CLERK/RECEPTIONIST	ADM	5	1	212	
2-184-001	OFFICE CLERK	ADM	5	1	212	
2-184-003	OFFICE CLERK	ADM	5	1	212	
2-187-001	OFFICE/ATTENDANCE CLERK	HVE	5	1	212	
2-187-002	OFFICE/ATTENDANCE CLERK	RES	5	1	212	
2-187-003	OFFICE/ATTENDANCE CLERK	MVE	5	1	212	
2-187-004	OFFICE/ATTENDANCE CLERK	BRM	5	1	212	
2-188-001	ACCOUNT CLERK	ADM	5	1	212	
2-191-001	MIDDLE SCHOOL SECRETARY	BRM	5	1	212	
2-193-001	ACCOUNTING TECHNICIAN	ADM	5	1	212	
2-270-003	CUSTODIAN	RES	5	1	212	
2-270-004	CUSTODIAN	HVE	5	1	212	
2-273-001	LEAD CUSTODIAN	HVE	5	1	212	
2-273-002	LEAD CUSTODIAN	RES	5	1	212	
2-273-003	LEAD CUSTODIAN	MVE	5	1	212	
2-273-004	LEAD CUSTODIAN	BRM	5	1	212	
2-280-001	MAINTENANCE WORKER	ADM	5	1	212	
2-512-001	TECHNOLOGY TECHNICIAN	ADM	5	1	212	
2-152-001	FOOD SERVICE LEAD WORKER	HVE	5	0.813	221	
2-152-002	FOOD SERVICE LEAD WORKER	RES	5	0.813	221	
2-152-003	FOOD SERVICE LEAD WORKER	MVE	5	0.813	221	
2-190-002	HEALTH TECHNICIAN	MVE	5	0.875	221	
2-190-003	HEALTH TECHNICIAN	HVE	5	0.875	221	
2-190-004	HEALTH TECHNICIAN	BRM	5	0.875	221	

# Exhibit N

## Memorandum of Understanding

### ROMOLAND SCHOOL DISTRICT

AND

### CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 499

This Memorandum of Understanding between the Romoland School District (“District”), and the California School Employees Association and its Chapter #499 (“CSEA”), is entered into with respect to the following:

#### RE-CLASSIFICATION

The Parties agree to a one year pilot program (July 1, 2015 to June 30, 2016) with regard to the following language,<sup>1</sup> which shall only replace Article 4.5 of the current Collective Bargaining Agreement.

*A reclassification is defined in this section as a gradual increase of duties required of the employee on a continuing basis which are not related to the duties contained in the unit member’s job description.*

1. RECLASSIFICATION REVIEW COMMITTEE: In order to assure an efficient, fair and equitable Classification and Reclassification system, a standing advisory committee is established to make recommendations to both the District and CSEA negotiating teams regarding the following topics:

- a. Requests for reclassification of a position by unit members and/or their supervisors.
- b. The review and maintenance of the District’s classification system as a whole.

It is the intent of the Committee structure to compliment the collective bargaining process. Participation in this process is not a waiver of negotiation rights on any subjects within the scope of representation arising as a result of the Committee deliberations, unless the Committee arrives upon a unanimous recommendation as provided by Section 4, subdivision (j) in which case the Parties’ obligations to meet and negotiate shall be satisfied.

2. WARRANTED RECLASSIFICATIONS: Upon review of the Guidelines for Reclassification, the Committee may determine that based on the totality of the circumstances, the reclassification of a position may be warranted:

- a. If there is a significant proposed change in the types of duties and/or the level of the responsibility of one or more job areas.

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<sup>1</sup> This pilot program is contingent upon the language included herein meeting CSEA’s 610 policy’s exclusions from ratification:

## Exhibit N

- b. If there has been a gradual increase of the duties being performed (and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities).
- c. If it is determined that the position was originally under-classified (including job duties and salary in comparison with the overall classification plan in the District).
- d. If the job description does not accurately reflect the current duties of the position.

3. GUIDELINES FOR RECLASSIFICATION: Placement of a position on the salary schedule may be determined by the degree of the following factors:

- a. Required skills, certification, knowledge and abilities.
- b. Required experience, education and training.
- c. Scope of responsibility.
- d. Accountability.
- e. Complexity
- f. Working conditions (e.g., indoor/outdoor, safety, etc.).
- g. Supervision given or received.
- h. Salary studies using comparable school districts.

4. PROCEDURES:

- a. A reclassification request may be initiated by the employee or his/her supervisor.
- b. All requests for reclassification must be submitted on the "Reclassification Questionnaire" with support materials attached. They are to be submitted to the Human Resources Department by the established deadlines. Forms are available through the Human Resources Department.
- c. If the employee initiates the request, the Committee shall provide a copy of the completed form to the supervisor for review. The supervisor shall have no more than five (5) working days to provide a response to the Committee. Following the supervisor's comments, the employee shall have no more than five (5) working days to respond to the Committee. If no response is received from the supervisor, the process will move forward after the five (5) working days.
- d. Committee members are responsible for reviewing the "Reclassification Questionnaire" and supporting materials prior to the scheduled interviews, if necessary, as provided in subdivision (g) below. A written statement from the next level administrator may also be reviewed.

## Exhibit N

Committee members should be prepared to ask appropriate questions to clarify any issues arising from the questionnaire and materials.

- e. The Committee may, upon a majority vote, elect to conduct field interviews to validate workflow processes and to observe the utilization of equipment, tools, and other instruments required to perform the duties of the position. Salary studies using comparable school districts may be conducted.
- f. Deliberation and investigation will only occur in the committee setting. Committee members shall not conduct independent investigations without the express consent of the committee.
- g. An interview may be scheduled with the employee and supervisor before the Committee. The purpose of the interview is to gather information and to clarify any ambiguities. In the event of a group request, it is preferable to interview all individuals at the same time.
- h. Following the completion of the review of all requests for reclassification, Committee members shall participate in discussions as a group pertaining to the merits of requests based on the guidelines for reclassification. Committee members shall review and make a recommendation on each issue in front of the Committee. An attempt to reach consensus shall be made.
- i. Committee members shall vote on a recommendation following the interview and in consideration of all the information present.
- j. If the Committee reaches a unanimous decision in its recommendation, the Committee will render its decision to the Human Resources Department and the CSEA Chapter President no later than January 30, 2016 for the first period and July 30, 2016 for the second. The Committee's unanimous recommendations shall be considered negotiated for EERA-purposes, and shall not be forwarded to the District's nor CSEA's negotiating teams. The Human Resources Department will notify the affected employee(s) of the committee decision. Ultimate approval of the reclassification rests with the District Governing Board.
- k. A requestor(s) may exercise their right to one appeal of the committee decision which must be submitted within fifteen days from the date notified by the Human Resources Department. An appeals meeting will take place within thirty days with a decision provided 48 hours after the meeting. In the case that there is more than one person represented in the reclassification request, one representative of that group may address the committee.
- l. If the Committee can not come to a unanimous recommendation, only that issue(s) which has not been agreed upon by the Committee will be forwarded to CSEA and the District's negotiating teams, provided that the issue(s) is within the scope of representation (e.g. a change in an existing job description).

5. COMPOSITION OF THE RECLASSIFICATION REVIEW COMMITTEE: The Classification Review Committee is composed of at least the following equal numbers of representatives from both the District and CSEA:

- a. Two representatives from CSEA, appointed by the Chapter President.

## Exhibit N

- b. Two representatives from the District at large (classified and/or certificated) appointed by the Director of Human Resources.
- c. Additional members shall be the Assistant Superintendent or Director of Human Resources for the District and the President or Designee for CSEA.
- d. The District and CSEA shall each designate 2 alternates in case of unavailability or conflict of interest.

6. DIRECT CONFLICT OF INTEREST OF COMMITTEE MEMBER: Any member with a “direct” conflict shall excuse him/herself from deliberations and voting on the matter in which he/she has a direct conflict. The meaning of “direct conflict” is defined as follows:

- a. Any Committee member who occupies the same classification of the employee(s) being reviewed.
- b. Any Committee member who has the responsibility of immediate supervision of the employee(s) scheduled for review.
- c. Any Committee member whose own personal request is being reviewed by the Committee. An alternate shall be appointed by the appropriate party to fill the vacancy created by a recusal.
- d. Any committee member who is related to an employee being reviewed.

7. MEETING SCHEDULE AND TIMELINES: The Committee shall review reclassification requests received from employees annually as follows:

- a. There will be two reclassification request filing periods. For the first period, all completed forms must be received by the Human Resources Department on or before November 30, 2015 to be considered for review. For the second period, all completed forms must be received by the Human Resources Department on or before May 30, 2016 to be considered for review. A date stamped copy of submitted forms will be provided to employee.
- b. The Committee will not consider requests submitted and examined the previous year unless significant changes in job duties can justify such a review. An increase in the volume of work is not a valid reason.
- c. Classifications must be established for a period of at least one year before reclassification can be considered.

8. SALARY PLACEMENT DUE TO RECLASSIFICATION. In no event shall upward reclassification result in a loss of pay, and in no event shall the reclassification change the employee’s anniversary date for the purposes of earning salary step increases. Unless agreed upon differently by the Committee, the reclassification accomplished by the Reclassification Committee shall become effective upon ratification by the Governing

## **Exhibit N**

board. The employee's seniority in the new classification will be effective upon their return to work after ratification by the Governing board.

9. This MOU shall expire June 30, 2016.