

AGREEMENT

Between

Hamilton Unified School District

And

California School Employees Association

Chapter 623

July 1, 2024 - June 30, 2027

TABLE OF CONTENTS

ARTICLE 1 – AGREEMENT	1
ARTICLE 2 – RECOGNITION	2
ARTICLE 3 – DISTRICT RIGHTS	3
ARTICLE 4 – ORGANIZATIONAL RIGHTS	4
ARTICLE 5 – PERSONNEL FILES	6
ARTICLE 6 - EVALUATIONS	7
ARTICLE 7 – GRIEVANCE PROCEDURE.....	9
ARTICLE 8 – TRANSFERS & PROMOTIONS.....	13
ARTICLE 9 – HOURS AND OVERTIME.....	14
ARTICLE 10 – PAY AND ALLOWANCES	17
ARTICLE 11 – HEALTH AND WELFARE BENEFITS	20
ARTICLE 12 – HOLIDAYS	23
ARTICLE 13 – LEAVES	25
ARTICLE 14 – DISCIPLINE.....	31
ARTICLE 15 – VACATION.....	35
ARTICLE 16 – WORKING CONDITIONS.....	37
ARTICLE 17 – SUMMER SESSION EMPLOYMENT	38
ARTICLE 18 – MISCELLANEOUS PROVISIONS.....	39
ARTICLE 19 – NO DISCRIMINATION.....	40
ARTICLE 20 – LAYOFFS.....	41
SIGNATURE PAGE	43
<u>APPENDIX A – CLASSIFIED SALARY SCHEDULE</u>	44
<u>APPENDIX B – DEFINITIONS</u>	46

ARTICLE 1 – AGREEMENT

- 1.1. The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”), by and between the Hamilton Unified School District, hereinafter referred to as District, and the California School Employees Association and its Hamilton Chapter #623, hereinafter referred to as CSEA.
- 1.2. This Agreement shall remain in full force and effect from **July 1, 2024** through **June 30, 2027**.
- 1.3. If any provision of this Agreement, or any application thereof, to any classified employee represented by CSEA is held by a government agency or court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid (to the extent required by such decision) but all other provisions or applications shall continue in full force and effect. In the event of invalidation of any portion of this Agreement, the parties agree to meet after such determination for the purpose of seeking to reach an agreement for the replacement of the invalidated article or section.
 - 1.3.1. In the event of invalidation of any portion of this Agreement, the parties agree to meet within thirty (30) working days after such determination for the purpose of seeking to reach agreement for the replacement of the invalidated article or section.

1.4. RATIFICATION OF ADDITIONS OR CHANGES

Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

1.5. REOPENERS

Either party may reopen salary, health, and welfare benefits and up to two (2) articles of each party’s choosing during the term of this contract (see any tentative agreements for limitations).

**** Per tentative agreement signed May 30, 2024 and June 3, 2024:

The Parties agree that this closes successor negotiations for the 2024-2025 school year. Except as set forth above, all of the articles and provisions of the parties July 1, 2023, to June 30, 2024, Collective Bargaining Agreement shall be carried over unchanged into the new July 1, 2024, to June 30, 2027, Collective Bargaining Agreement.

For the 2025-2026 reopener, the Parties agree to negotiate salary, health and welfare benefits, and up to two (2) reopeners of each party’s choosing. In addition, Article 14: Discipline shall be an automatic reopener for the 2025-2026 reopener. The Parties agree to commence negotiations for the 2025-2026 reopener during the 2024-2025 school year.

For the 2026-2027 reopener, the CBA may be reopened pursuant to CBA Article 1.5.

ARTICLE 2 – RECOGNITION

- 1.1. The District hereby acknowledges that CSEA is the exclusive representative of all classified employees who are not management, supervisory, confidential, substitutes or certificated.

ARTICLE 3 – DISTRICT RIGHTS

- 3.1. It is understood and agreed that the District retains all its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to:
 - a. Determine its organization.
 - b. Direct the work of its employees.
 - c. Determine the times and hours of operation.
 - d. Establish its educational policies, goals, and objectives.
 - e. Insure the rights and educational opportunities of students.
 - f. Determine staffing patterns.
 - g. Determine the number and kinds of personnel required.
 - h. Determine the curriculum.
 - i. Maintain the efficiency of District operations.
 - j. Build, move, or modify facilities.
 - k. Establish budget procedures and determine budgetary allocation.
 - l. Determine the methods of raising revenue.
 - m. Take action that is supported by law on any matter in the event of an emergency.
 - n. In addition, the District retains the right to hire, classify, assign transfer, evaluate, promote, terminate and discipline employees.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 3.3 The provisions of this Article shall not be construed to override specific terms of this Agreement or to abrogate or limit rights guaranteed or provided by legal decisions or the operation of the law.

ARTICLE 4 – ORGANIZATIONAL RIGHTS

- 4.1 CSEA shall have the following rights in addition to those which are expressly set forth in other Articles of this Agreement. See Appendix B for definitions.
- a. The right to reasonable release time and access to areas in which employees work for the purpose of representing bargaining unit members on grievances.
 - b. The right to review employee's personnel files and any other records dealing with employees when accompanied by the employee or upon written authorization of the employee.
 - c. The right to use, without charge, facilities, buildings, bulletin boards, mailboxes and the use of the school mail system for official communication directed to members by CSEA on matters related to representation.
 - d. To be supplied with an updated alphabetical list of all bargaining unit members to include the hire date, classification, contract hours and work location by the 1st of October each year.
 - e. The right to review or receive upon request, copies of materials related to wages, hours, other terms and conditions of employment or any other documents which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement.
 - f. The right to reasonable release time for the purpose of negotiating reopener and successor agreements.
 - g. The right to release time for one elected CSEA conference delegate to attend the annual CSEA conference.
 - h. The right to reasonable release time for the Chapter President or his/her designee for the purpose of attending to CSEA business.

4.2 VOLUNTARY DEDUCTIONS

The District shall, upon appropriate written authorization from any employee, deduct for any insurance premiums, credit union payments, savings bonds, or other plans or programs, which have been jointly approved by CSEA and the District. The District shall pay to the designated payee, within a reasonable time of the deductions, all sums so deducted.

4.3 DUES

4.3.1 The District shall distribute CSEA-supplied membership applications to new hires but not make any statement suggesting employees must join. The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause.

4.3.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the employee drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

4.4 DUES DEDUCTION

- 4.4.1 The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 4.4.2 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 4.4.3 There shall be no charge by the District to CSEA for regular membership dues deductions.
- 4.4.4 CSEA has the sole and exclusive right to have employee organization membership dues deducted by the District for bargaining unit members.
- 4.4.5 The District shall, without charge, pay to CSEA within fifteen (15) days of the deduction all sums so deducted.
- 4.4.6 Along with each monthly payment to CSEA, the District shall furnish without charge an alphabetical list of all bargaining unit members identifying them by name, hourly rate of pay, and days per year in paid status and indicating the amount deducted, if any.

4.5 MEMBERSHIP INFORMATION

- 4.5.1 The District shall take all reasonable steps to safeguard the privacy of CSEA member's personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

4.6 HOLD HARMLESS PROVISION

- 4.6.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this Article and for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the District to cancel or change membership dues authorization. The District shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.
- 4.6.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 5 – PERSONNEL FILES

- 5.1 Personnel files of each bargaining unit member shall be maintained in the District's central administrative offices.
- 5.2 Every bargaining unit member shall have the right to examine his/her file upon request provided such inspection takes place outside the employee's normal working hours.
- 5.3 Employees shall be provided with a copy of any derogatory material before it is placed in the employee's personnel file. The employee's written response, if submitted within ten (10) workdays shall be attached to the material.
- 5.4 Any person who places written material or drafts written material for placement in the bargaining unit member's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 5.5 Information of a positive nature will be entered into the personnel file of a bargaining unit member provided it was written by the immediate supervisor or is related to the bargaining unit member's job performance.
- 5.6 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the Bargaining Unit Member.
- 5.7 Upon request, a bargaining unit member shall be provided a copy of any material included in his/her personnel file. A bargaining unit member shall have the right to authorize a CSEA representative to examine their file and obtain a copy of material in the file. The CSEA representative shall provide a form with the bargaining unit member's signature authorizing the review of materials.
- 5.8 Material not subject to inspection by the bargaining unit member includes rating reports or records which were obtained prior to the employment of the bargaining unit member or obtained in connection with a promotional examination.

ARTICLE 6 - EVALUATIONS

- 6.1 Evaluations shall be considered as a tool to provide bargaining unit member with information related to job performance and shall include not only a review of the past but a plan for future improvement as well as a provision for commendations for exemplary employees.
- 6.2 Evaluations shall be conducted by the bargaining unit member's immediate supervisor. All evaluations of classified employees shall be reviewed by the site administrator for which the employee works. If the immediate supervisor's assessment is in conflict with that of the site administrator, the matter will be reviewed by the Superintendent, or in his absence, the Chief Business Officer, to gain clarity prior to the evaluation being shared with the employee.
- 6.3 Permanent bargaining unit members shall be evaluated once each year prior to May 1st. Such evaluation shall consist of an overview of the current school year.
- 6.4 Probationary bargaining unit members shall be evaluated three times during the first six months of employment, or one hundred thirty (130) days of paid service, whichever is longer. Preliminary progress evaluations shall occur once at two months, once at four months, and once at six months. The employee shall receive a final evaluation prior to their six month anniversary date. Should the District fail to conduct at least the final evaluation prior to the employee's anniversary date, the employee shall be deemed a permanent employee.
- 6.5 No evaluation shall be based on statements or events which cannot be investigated. Evaluations shall be made based upon the direct observation and knowledge of the evaluator.
- 6.6 Within ten (10) days of learning of any matter which may warrant placement of a negative rating on a bargaining unit member(s) evaluation, the immediate supervisor shall discuss with the bargaining unit member his/her concerns. No negative rating shall be placed on a bargaining unit member(s) evaluation without this discussion.
- 6.7 Any negative evaluation shall include specific deficiencies and specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. Additional training, courses and counseling referrals are options for specific recommendations for improvement.
- 6.8 At any meeting to discuss an evaluation, the bargaining unit member is entitled to the right to representation if the bargaining unit member feels that the evaluation might lead to discipline. Such representative shall have the right to speak on behalf of the bargaining unit member.
- 6.9 The signing of an evaluation by a bargaining unit member only means that the bargaining unit member has received a copy of the evaluation, not that the bargaining unit member agrees with the contents of the evaluation.

- 6.10 Bargaining unit members shall be given release time without loss of pay for the opportunity to review and comment on any evaluation before it is entered into the District personnel files.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 DEFINITIONS

- 7.1.1. A “grievance” is a claim by a bargaining unit member or CSEA that there has been a violation, misinterpretation or misapplication of this Agreement.
- 7.1.2. A “grievant” is the person or person, including CSEA or representatives, making the claim.
- 7.1.3. A “day” is any day in which the district office is open for business.

7.2 GENERAL

- 7.2.1 The purpose of this procedure is to secure at the lowest possible administrative level a resolution to the grievance caused from the interpretation and application of this Agreement.
- 7.2.2 The time limits specified should be considered firm, but may be extended by mutual agreement in writing.
- 7.2.3 Bargaining Unit members will inform their representative, i.e. local CSEA Representative/President their desire to file a grievance prior to the actual filing.
- 7.2.4 Bargaining unit members are entitled to representation by CSEA at all levels.
- 7.2.5 No reprisals of any kind will be taken by any person against any aggrieved person, any party in interest, any member of CSEA, or any other participant in the grievance procedures by reason of such participation.
- 7.2.6 A bargaining unit member may be represented at all stages of the grievance procedure by himself or herself or, at their option, by a representative of CSEA. A bargaining unit member may at any time present grievances to the District and have such grievance adjusted without the intervention of CSEA as long as the adjustment is reached prior to arbitration and the adjustment is consistent with the terms of this written Agreement. The District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 7.2.7 CSEA shall (on its own behalf or on the behalf of the affected employee(s)) initiate with the Superintendent a grievance which affects more than one bargaining unit member at more than one location or if the immediate supervisor does not have the authority to remedy the grievance.
- 7.2.8 Time limits shall begin the day following receipt of a written decision.

- 7.2.9 All documents, communication, and records resulting from the processing of a grievance shall be filed separately from the personnel file of any participant.
- 7.2.10 Appropriate forms for the filing and processing of grievances will be developed jointly by the District and CSEA and provided to bargaining unit members, as necessary, at the cost of the District.
- 7.2.11 If the District does not respond in a timely fashion, the grievance automatically proceeds to the next level.
- 7.2.12 Appropriate forms for the filing and processing of grievances will be developed jointly by the District and CSEA and provided to bargaining unit members, as necessary, at the cost of the District.
- 7.2.13 If the District does not respond in a timely fashion, the grievance automatically proceeds to the next level.

7.3 GRIEVANCE PROCEDURE

7.3.1 Level One (Informal)

- 7.3.1.1 Alleged grievances should be discussed in a private, informal conference between parties involved. At least one such private meeting should take place between the parties before the grievance procedure is involved. Grievant may request presence of CSEA representative.
- 7.3.1.2 If the same alleged grievance is made by more than one employee against one respondent, only one employee on behalf of self and the other complainants may process the complaint through the adjustment procedure upon signed written consent of other involved grievants. Names of all aggrieved parties shall appear on all documents related to the settlement of the grievance.
- 7.3.1.3 The administrator/supervisor has five working (5) days to respond to any informal grievance.
- 7.3.1.4 The time limit provided for in this policy may be extended by mutual written agreement of the parties. Any decision not appealed within the limits from one level to the next level in the grievance policy shall be considered settled on the basis of the last decision and not subject to further appeal.

7.3.2 Level Two (Formal)

- 7.3.2.1 Within five (5) working days of receipt of the administration or supervisor informal decision, the grievant has the right to move to formal level two of the grievance process should the decision not settle the issue. The formal level two grievance shall be delivered in writing

to the site administrator/immediate supervisor stating the reasons for disagreement, specific contract violations, and an acceptable solution.

- 7.3.2.2 Within five (5) working days the site administrator/supervisor shall communicate his/her decision to the employee in writing. If the administrator does not respond or the grievance is not settled with the grievant in an acceptable solution, within five (5) working days from receipt of the written decision of the site administrator/supervisor, the grievant may appeal to the next level.

7.3.3 Level Three

- 7.3.3.1 Within five (5) working days the grievant shall submit in writing a request to have the matter mediated with the Superintendent. The Superintendent shall call a meeting within ten (10) working days between the grievant and the supervisor to hear the level-three grievance. In the event the Superintendent is the immediate supervisor, the time period shall be automatically extended for up to five (5) additional days so that the President of the Governing School Board or his/her appointee may hear the grievance and render a decision. In either case, the grievant shall submit to the Superintendent a formal statement of grievance that includes the sections of the contract and an acceptable solution to the grievance. The site administrator/supervisor shall forward all responses of the prior grievance level(s) prior to the level-three conference.
- 7.3.3.2 Within five (5) working days, the Superintendent or in the event the President of the Governing School Board sits as moderator, shall in writing notify all parties of their decision. If this decision is an acceptable conclusion or a negotiated agreement is reached to the grievance, the grievance shall be deemed settled. If the decision or an agreement is not accepted/reached, the grievant may request in writing to have the grievance move to level four (Hearing before the School Board).

7.3.4 Level Four

- 7.3.4.1 Within thirty-two (32) working days of receipt of the appeal from the grievant, the School Board shall conduct a hearing on the grievance in an open or closed public session as requested by the grievant. At the hearing, the grievant shall have an opportunity to testify, present evidence, and present witnesses pertaining to the grievance.
- 7.3.4.2 Prior to the final resolution of the grievance, the district Board shall provide a copy of the grievance and the proposed resolution to CSEA. CSEA shall have seven (7) days to comment on the proposed resolution.
- 7.3.4.3 If the decision is not satisfactory, the grievant has the option of requesting of CSEA that the grievance be submitted to arbitration.

- 7.3.4.4 CSEA shall notify the District in writing of its determination within thirty (30) days of the Board's written decision.
- 7.3.4.5 Either party may call witnesses and present evidence relevant to the arbitration issues. Bargaining unit members called as witnesses will be released from duty without loss of pay to testify at the arbitration.
- 7.3.4.6 The arbitrator's decision will be in writing and will set forth to all parties his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement. Should it become necessary to decide an issue, an arbitrator is required to review issues of "external law".
- 7.3.4.7 Provided the arbitrator abides by his or her jurisdictional mandates, doesn't commit fraud, or have a conflict of interest, the decision of the arbitrator shall be binding.
- 7.3.4.8 All costs, for the direct services of the arbitrator will be borne equally by the District and CSEA. Other costs will be borne by the party incurring them.

ARTICLE 8 – TRANSFERS & PROMOTIONS

8.1 DEFINITIONS

- 8.1.1 A transfer shall mean the movement of an employee from one school to another regardless of the number of hours per day or days per year. A transfer shall not involve a change in classification or job title.
- 8.1.2 A promotion shall mean the movement of an employee from one classification to a higher classification.
- 8.1.3 A demotion shall mean the movement of an employee from one classification to a lower classification.
- 8.1.4 A lateral transfer shall mean the movement of an employee from one classification to a different classification on the same salary range.
- 8.1.5 An involuntary transfer shall mean the movement of an employee from one school to another regardless of the number of hours per day or days per year that the employee has not initiated. An involuntary transfer shall not involve a change in classification or job title and shall not be used for disciplinary purposes. Any employee who will be involuntarily transferred shall be given at least ten-(10) working-days-notice along with the reason for the transfer.

8.2 POSTING OF NOTICE

- 8.2.1 Notice of job vacancies shall be posted on bulletin boards in prominent locations at each district job site for not less than six (6) full working days. Employees meeting the minimum requirements for the vacancy shall apply by sending notice to the Personnel Department prior to the deadline. Bargaining unit members who are on leave or layoff shall be sent a copy of the notice by first class mail on the date of the position posting.
- 8.2.2 The job vacancy notice shall include, the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, work shift times, days per week and months per year assigned to the position, the salary range and the deadline for filing to fill the vacancy.
- 8.2.3 Vacancies shall be filled in the following priority order:
 - a. Reemployment Lists (if in effect)
 - b. Transfers
 - c. Lateral Transfers
 - d. Demotions
 - e. Promotions
 - f. Outside candidate - If no bargaining unit member applies for the vacancy or meets the minimum qualifications

ARTICLE 9 – HOURS AND OVERTIME

- 9.1 Workweek – The workweek for each regular employee shall consist of five (5) consecutive workdays, Monday through Friday, unless otherwise designated by the District as posted in the job announcement.
- 9.2 Workday – The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. At the time of employment, bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.
- 9.2.1 The District and/or an employee may wish to propose a special project that requires modification of the employees shift days/hours. When a project is proposed, the District and Employee may sign a side letter that states the following:
- 9.1.1.1 The date, duration, and details will be delineated in the side letter.
- 9.1.1.2 Either the District or the employee may cancel the side letter by a written notice to the other party with 30 day notice to canceling.
- 9.3 Adjustment of Assigned Time – Any part time employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. Employees who work over assigned hours must have pre-approval of their supervisor before working overtime.
- 9.4 Rest Periods – All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per three and three quarters (3 ³/₄) hours worked or more; two rest periods of fifteen (15) minutes shall be granted to an employee who works at least six (6) hours. Employees who work less than three (3) hours shall have a ten (10) minute rest period. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 9.5 Overtime – All overtime hours shall be compensated at a rate of pay equal to one and one-half the regular rate of pay of the employee for all work required or permitted. Overtime is defined to include any time worked in excess of eight (8) hours per day or of forty (40) hours in any assigned work week. Any employee that works over eight (8) hours in a day or 40 hours in an assigned work week without prior approval from the employee’s supervisor will not receive overtime compensation or compensatory time off.
- 9.5.1 Compensatory Time – Compensatory time off (CTO) in lieu of cash compensation may be accrued in lieu of compensation for overtime. CTO shall be taken, at a time that is mutually acceptable to the employee and the District. All paid overtime or CTO must have prior authorization for the overtime/CTO from the employee’s supervisor. Any approved overtime will be submitted monthly to your supervisor on a timesheet denoting your request for overtime or CTO. The supervisor will forward this request to the district payroll clerk for documentation. All requests for Comp time off will be submitted through the AESOP system.

- 9.5.2 Employees may accrue and carry up to 40 hours of CTO. The employee may request to be paid for their CTO bank of time once annually in June. The employee must submit in writing a request for payment of their CTO bank to the District Chief Business Officer prior to the last day business day in May of the school year. If no such written request is received, it will be assumed the employee wishes to carry over the accrued CTO bank to the following school year.
- 9.5.3 In economic times of financial hardship, the District may require employees to use any compensatory time that is recorded in lieu of overtime. In these events, the unit will be notified in writing after the District issues a first or second interim report showing the District is presenting a qualified or negative budget to the School Board. In such events, the District will work with the unit members to schedule time off that will minimally impact the operation of the department, site or district office.
- 9.5.4 Transportation Assignments – Whenever it is necessary to provide the use of a school vehicle to transport more than eight (8) students, the District shall assign the task to a classified employee.
- 9.5.5 Overtime shall be distributed to employees in the bargaining unit within each department in order of bargaining unit seniority. If the employee with the greatest bargaining unit seniority elects to refuse the overtime assignment, it shall be offered to employees in the bargaining unit in descending order of seniority until the assignment is made. If overtime is mandatory and no unit member volunteers, the supervisor will distribute equally among unit members the required overtime on a reverse seniority rotational basis. Refusal by a senior employee in the bargaining unit of any overtime assignment shall not waive his/her right under this section to be offered any subsequent overtime assignment in order of seniority. Under extraordinary circumstances CSEA and the District agrees that a department head may work overtime usually owned by CSEA.
- 9.6 When a classified employee is requested to work on any paid holiday, he/she shall be paid compensation, or elect to take compensatory time off for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half (1½) of his/her regular rate of pay.
- 9.7 Minimum Call In Time – Any employee called in to work at a time when the employee is not scheduled to work, shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement.
- 9.8 Right of Refusal -- Any employee shall have the right to reject any offer or request for overtime, or call back or call in time, except in the case of an emergency declared by the Superintendent or his/her designee.
- 9.9 Hours Worked – For the purpose of computing seniority, all time during which an employee is in regular paid status, excluding overtime, as a probationary or permanent employee, shall be construed as hours worked.

9.10 Standby Time – All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

9.10.1 Bus drivers on special trips, including but not limited to athletic events, field trips and curricular trips who are required to remain on standby for the duration of the event for which the special trip is made, shall be paid for all standby hours at their regular rate of pay.

9.10.2 Whenever any combination of driving and standby hours in a day exceeds the established workday, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular pay rate. Unit members may choose to adjust their work schedules for the day that they are assigned to drive if the trip/event exceeds their scheduled work time. **(TA 5-13-2014)**

9.10.3 Notwithstanding any other provisions of this Agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of standby payment for any hours between the time a bus driver is relieved of duties for the evening and the time resumed the following morning.

9.11 COMPENSATION DURING REQUIRED TRAINING PERIODS

9.11.1 An employee who is required to attend training sessions or otherwise engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:

~~9.11.1.1~~ 9.11.1.1 When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled. All employees attending the two formal days of training shall complete a timesheet for the amount of hours worked in excess of their regular contract hours.

9.11.1.2 When the regularly assigned hours of work and training combined total in excess of eight (8) hours on a regularly assigned work day, or when the training occurs at any time other than the regularly assigned work week, the employee shall be paid at the overtime rate appropriate for the day and/or time at which training occurs. The overtime rate shall be based on the employee's regular rate of pay.

9.11.1.3 All costs incurred under a district mandated training program for employee transportation, registration fees, and supplies, shall be paid by the District.

9.11.1.4 12 month employees will be granted one half day of leave before the following holidays in lieu compensation of the additional District training days annually: one half day prior to Thanksgiving holiday and one half before the Christmas holiday, i.e. "Bolt Days".

ARTICLE 10 – PAY AND ALLOWANCES

- 10.1 The regular rate of pay for bargaining unit members shall be in accordance with Appendix “A.”
- 10.2 All employees in the bargaining unit shall be paid at least once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
- 10.3 Any error that is discovered that affects the salary of an employee shall be adjusted up to a three (3) year period. If the error is in favor of the employee, the employee will be compensated by the amount plus five percent (5%) interest for a period of no more than three (3) years. The amount will be paid within a forty-five (45) calendar day period. If the error is in favor of the District, a mutually acceptable repayment plan will be undertaken which will reduce the employee’s monthly check accordingly.
- 10.4 Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, working overtime, or reasons other than payroll errors shall be included in either the following end-of-the-month or the 10th of the month payroll check. The supplemental pay period is from the 11th of the previous month to the 10th of the current month.
- 10.5 Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within seven (7) days of mailing, if mailed, shall be replaced not later than five (5) working days following the employee’s notice to the payroll department for replacement of the check.
- 10.6 The District shall offer less than full time unit employees the opportunity to substitute for absent bargaining unit members. This opportunity shall be subject to the following:
- 10.6.1 Absent unusual circumstances, there will be no overlap in hours (i.e. the employee must first be able to perform his/her regular assignment).
- 10.6.2 The substitute assignment shall not result in overtime costs for the District. In such cases, the District may split the assignment or may offer the substitute opportunity to persons who are on the Classified substitute list.
- 10.6.3 The District and Unit agree that parental involvement is critical to maximize the educational opportunities for all students. Further, District and Unit agree that Unit members and certain classifications within the Unit require training and background parameters that are preserved by this agreement and state and federal laws.
- 10.6.4 Certain classifications that require certain certifications as a means to protect children are as follows:
- a. Paraprofessionals as detailed in the Elementary and Secondary Education Act (ESEA, see below)
 - b. Preschool Assistant and Preschool Teacher.

10.6.5 Title I Paraprofessionals whose duties include instructional support must have:

- a. High school diploma or the equivalent, and
- b. Two years of college (48 units), or
- c. AA Degree (or higher), or
- d. Pass a local assessment of Knowledge and Skills in assisting in instruction.

10.6.6 Other classifications who directly supervise children who are required to submit to a background check as prescribed by Ed Code 44830.1, 45125, 45125.01.

- a. Child Nutrition Staff
- b. Yard Duty Supervisors
- c. District Universals
- d. District Bus Driver
- e. Office Clerical

10.6.7 The District and Unit wish to ensure that parent involvement is protected while complying with state and federal statutes requiring the protection of children. The District and Unit agree that parents may volunteer in their child's classroom up to five (5) hours weekly per child in their respective family. Such volunteerism is under the direct supervision of a classroom teacher and is not considered to infringe upon the aforementioned legal requirements or this agreement.

10.6.8 This agreement does not inhibit parental involvement with those activities that are usual and customary known as parent involvement, for example PTO, Boosters and other like committees.

10.7 When a bargaining unit member substitutes in a higher bargaining unit position, they shall be paid as follows:

10.7.1 If his/her regular hourly rate of pay is less than Step 1 of the classification in which they will substitute, they shall receive Step 1.

10.7.2 If his/her regular hourly rate of pay is more than Step 1 of the classification in which they will substitute, they shall receive one hundred five percent (105%) of Step 1, or an additional \$1.00 per hour of the employee's current hourly rate, whichever is higher.

10.7.3 If a unit member is appointed in writing by the Superintendent to conduct the duties of a department manager, that unit member shall receive one hundred ten percent (110%) of that unit member's current hourly rate of pay. If more than one unit member is undertaking the duties of the manager, the compensation will be split equally. This clause shall exclude coverage for vacations. (Contingent upon

acceptance of the district counter offer, the district will agree to retro current food service employees who are serving during the 2017-2018 school year during the second semester.)

- 10.7.4 A bargaining unit member may substitute in the place of a department manager up to one full school year at step one of that particular manager's pay rate. The selection of the bargaining unit member to cover the absence of that manager will be solely at the discretion of the district.
- 10.8 Split Shift Differential – Based upon District needs, bargaining unit employees may be assigned to a split shift assignment. A split shift assignment is one which has more than one (1) hour between the work segments (e.g. work from 7:00 a.m. to 11:00 a.m., no assignment from 11:00 a.m. to 3:00 p.m., work from 3:00 p.m. to 7:00 p.m.). Each employee assigned a split shift shall be paid a differential. The differential shall be:
- 10.8.1 Two and one-half percent (2½%) of his/her step placement on the salary schedule if the actual “split” (excluding up to one hour for a meal break) is three hours or less.
- 10.8.2 Five percent (5%) of his/her step placement on the salary schedule if the actual “split (excluding up to one hour for a meal break) is more than three hours.
- 10.9 Mileage Reimbursement – Employees required to use his/her own automobiles in the performance of their assigned duties, or if attendance is required at job related meetings or conferences, shall be reimbursed for mileage at the IRS mileage rate. If requested use by the District results in an increase of employee insurance premiums, the District will pay for the increase in premium costs.
- 10.10 Lodging and Meals – Any employee, who as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the cost of lodging and meals in accordance with Board Policy. If requested by the employee, the District shall provide advance funds to the employee for such lodging and meals.
- 10.11 Compensation During Required Training Periods – An employee who is required to attend training sessions or otherwise engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:
- 10.11.1 When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.
- 10.11.2 All costs incurred under a District mandated training program for employee transportation, registration fees, and supplies, shall be paid by the District.
- 10.12 Physical Examination – The District agrees to provide the full cost of any medical examination of regular employees, including TB test or X-rays, required for continued employment or when directed by the employee's supervisor or required for license renewal.

ARTICLE 11 – HEALTH AND WELFARE BENEFITS

11.1 GENERAL PROVISIONS

- 11.1.1 The District will not change the level of existing health benefit coverage except through the negotiations process.
- 11.1.2 The District contribution to health benefits for medical, dental, and vision coverage for full time employees shall be capped at the annualized rate of \$14,870 as of July 1, 2023 and until the district and CSEA negotiate a successor agreement.
- 11.1.3 Employees whose current benefit coverage is higher than that as defined in this article shall continue to receive their current benefits until such time as they are no longer employed by the district.
- 11.1.4 In addition to the benefits listed in 11.1.2, the district shall provide at no expense to the employee a \$25,000 life insurance policy.
- 11.1.5 Beginning with the 2011-2012 fiscal year, the District will no longer pay the costs of disability insurance (1.19% of the salary) for unit members. Unit members may individually elect to pay the cost of disability insurance. In response to this, the salary schedule for the 2010-2011 (Appendix A) shall be increased by 1.19% at each step and range effective July 1, 2011.
- 11.1.6 Eligible employees who began employment after the beginning of a new fiscal year shall receive the prorated portion of the District’s contribution to health benefits for medical, dental, and vision coverage.

11.2 FULL TIME EMPLOYEES

- 11.2.1 A full-time employee for purposes of this article shall be defined as an employee who works a minimum of six hours per day/thirty (30) hours per week.
- 11.2.2 The district shall contribute the annualized cap of \$14,870 per year for health benefits to qualifying unit members.

11.3 PART TIME EMPLOYEES

- 11.3.1 A part time employee for purposes of this article shall be defined as an employee who works less than six hours per day/ thirty hours per week.
- 11.3.2 The district shall provide life insurance at no cost to the employee.

11.4 RETIRED EMPLOYEES

11.4.1 For each eligible fulltime employee who retires during the life of this contract, the district shall provide health benefits (medical, dental, vision).

11.4.2 The district contribution for the benefits shall be set at the same dollar level as that for active employees each year.

11.4.3 To be eligible for health benefit coverage, the unit member must have served a minimum of fifteen (15) years in the district (Hamilton Union High School District, Hamilton Union Elementary School District, and Hamilton Unified School District) and have reached the age of fifty-five (55).

11.4.4 In Lieu Retiree Benefits

11.4.4.1 Retired employees who are eligible for health benefits may elect compensation in lieu of medical benefits at a rate of \$9,500 as allowed by law or PERS.

11.4.4.2 Retired employees who elect in lieu compensation may enroll in the District Vision or Dental Plans. Any premium costs will be deducted from the employee's prorated stipend.

11.4.4.3 Once selected, retirees may not return to District paid medical benefits.

11.4.5 The district shall continue to provide coverage until one of the following occurs:

11.4.5.1 The death of an employee;

11.4.5.2 The employee reaches the age of sixty-five (65);

11.4.5.3 The employee becomes eligible for Medicare or Medical;

11.4.5.4 The employee gains active employment elsewhere and becomes eligible for health insurance at his/her new employment; or

11.4.5.5 The retiree's dependents will be added to the retiree's coverage for as long as the retiree is eligible.

11.5 TRANSITION COVERAGE

11.5.1 Pursuant to federal law (COBRA), an employee who has been receiving health benefits, and who terminates his/her position or is terminated (except for gross misconduct), is entitled to continue group coverage at his/her expense for up to eighteen (18) months. Note: For a limited time pursuant to federal law, an eligible employee who is terminated may purchase health insurance for up to nine (9) months and pay 35% of the insurance premium.

- 11.5.2 In certain circumstances, the employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to thirty-six (36) months.
- 11.5.3 Continued coverage may be subject to an administrative fee levied by the program administrator

ARTICLE 12 – HOLIDAYS

- 12.1 The parties agree to provide a floating holiday to all eligible unit members for the Juneteenth Holiday from 2020/2021 School Year for use during the 2021/2022 School Year. The District agrees to provide all employees in the bargaining unit with the following paid holidays:
- a. New Year’s Day – January 1
 - b. Martin Luther King Day
 - c. Lincoln’s Birthday
 - d. President’s Day
 - e. Spring Vacation Day – Good Friday
 - f. Memorial Day – Last Monday in May
 - g. Independence Day – July 4
 - h. Juneteenth Day – June 19
 - i. Labor Day – First Monday in September
 - j. Admission Day – September 9 (Floating holiday selected by employee requires prior District approval)
 - k. Veteran’s Day – November 11
 - l. Bolt Day (½ Day) – Tuesday prior to Thanksgiving*
 - m. Thanksgiving Travel Day – Day before Thanksgiving Day
 - n. Thanksgiving Day – Thursday proclaimed by the President
 - o. Thanksgiving Travel Day – Day after Thanksgiving Day
 - p. Bolt Day (½ Day) – Day prior to Christmas Eve*
 - q. Christmas Eve – December 24
 - r. Christmas Day – December 25
 - s. New Year’s Eve – December 31
- 12.2 Additional Holiday – Any day proclaimed by the President of the United States or the Governor as a mandatory holiday shall be observed by the District office.
- 12.3 Holiday Eligibility – Except as otherwise provided in this Article, an employee must be in a paid status on his/her normal working day preceding or succeeding the holiday to be paid for the holiday.
- 12.3.1 Employees in the bargaining unit who are not normally assigned to work during the Christmas recess shall be paid for any holidays above provided they were in a paid status during any portion of their normal working day immediately preceding or succeeding the holiday period.
- 12.4 Holidays on Saturday or Sunday or on Day Off – When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.
- 12.4.1 The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

12.5 If any holiday as listed in 12.1 is a student attendance day in any given year, eligible employees shall be awarded a floating holiday to be designated by the employee and approved by the District.

ARTICLE 13 – LEAVES

13.1 Sick leave for illness or injury will accrue to all bargaining unit members on the basis of one (1) day's leave for each month of service rendered. If a bargaining unit member works at least five (5) days in any month, the bargaining unit members shall accrue sick leave for that month. Sick leave for part-time employees shall be computed proportionately. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.

13.1.1 Credit for sick leave need not be accrued by the employee prior to taking leave; such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to receive more than six (6) days credit, or the proportionate amount to which he/she may be entitled until the first day of the calendar month after completion of six (6) months of active service with the District.

13.1.2 Permanent employees shall be credited on the employee's first workday of the school year, with one (1) year's allowance (e.g. 12 days for a 12 month employee) of sick leave, which must be subsequently earned. In the event an employee leaves the classified service after having used more than the total amount earned to date at the rate of one (1) day per month, the unearned portion shall be deducted from his/her final warrant. In case the final warrant is insufficient to compensate for unearned leave, the separated employee shall reimburse the District by cash payment.

13.1.3 Unused sick leave credit may be accumulated without limit and may be transferred to any other California school district with the transferring employee pursuant to law.

13.1.4 Injury or illness attributed to pregnancy shall be treated as an illness for the purpose of sick leave.

13.1.5 An employee is required to notify the District Office, on a daily basis, of his/her absence for reasons of personal illness and the anticipated date of return. Exception to this requirement shall be made when the employee's absence beyond one day is based upon advice from a qualified medical practitioner.

13.1.6 Upon retirement, an eligible employee may convert all unused sick leave into service credits in accordance with PERS regulations.

13.2 Extended Illness Leave

Article 13.2 per Education Code Section 45196.... A regular classified employee shall once a year be credited with a total of not less than 100 working days of paid sick leave, including days to which he or she is entitled under Education Code Section 45191 (Article 13.1). Such days of paid sick leave in addition to those required by Education Code Section 45191 shall be compensated at not less than 50 percent of the employee's regular salary.

The paid sick leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.

13.3 Entitlement to Other Sick Leave – When a permanent classified employee who is on illness or injury leave has exhausted all paid leave he/she is entitled to, he/she may be placed on a six month unpaid leave. If at the end of the six months unpaid leave the employee is still unable to return to work, he/she shall be placed on a reemployment list of 39 months.

13.3.1 If a permanent classified employee has remaining sick leave, vacation or compensating time available he/she shall be entitled to exhaust it prior to being placed on a six-month unpaid leave.

13.4 Industrial Accident and Illness Leave – In addition to other benefits that an employee may be entitled to under the Worker’s Compensation laws of this State, employees shall be entitled to the following benefits:

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

13.4.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker’s Compensation laws of this state, exceed the normal wage for the day(s).

13.4.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may be used. If, however, an employee is still receiving temporary disability payments under the Worker’s Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave pay which, when added to the Worker’s Compensation award, provides for a day’s pay at the regular rate of pay.

13.4.4 An employee absent from duty because of an industrial accident or illness leave, who has used all available paid leave pursuant to this Agreement and is unable to return to duty, may be granted a leave of absence without pay for further recuperation.

13.4.5 Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position.

- 13.4.6 The District reserves the right at District expense to require a medical examination by a District selected doctor at any state of an industrial accident claim.
- 13.4.7 Any employee on industrial accident leave shall not leave the state without written consent from the District.
- 13.5 Catastrophic Leave
- 13.5.1 Under the catastrophic leave program, District employees may voluntarily donate sick leave credits to other eligible employees within the District who have been granted leaves of absence due to a catastrophic illness or injury.
- 13.6 Sick Leave Credits.
- 13.6.1 Credits are received and donated on an hourly basis.
- 13.7 Recipients.
- 13.7.1 To be eligible to receive donations, the employee must satisfy all of the following conditions.
- a. Be covered by the catastrophic leave provisions of the collective bargaining agreement.
 - b. Provide medical written verification from his/her licensed physician of a catastrophic illness or injury, indicating the incapacitating nature and probable duration of the illness or injury.
 - c. Have used all available sick leave credits.
 - d. Not be receiving other salary replacement credits such as worker's compensation.
- 13.8 Donations may be solicited through an announcement by the District on behalf of an eligible recipient.
- 13.9 All transfers of eligible leave credit shall be irrevocable. The Superintendent shall ensure that all donations are confidential.
- 13.10 To donate sick leave credits, the employee must satisfy all of the following conditions:
- a. Be covered by the catastrophic leave provisions of the collective bargaining agreement.
 - b. Donation per employee not to exceed ten days (10 days) accumulated sick days.

13.11 Bereavement leave of absence is for the death of any unit member's immediate family or reproductive loss defined in this Article. Unit members are entitled to up to five (5) days of bereavement leave of absence for each qualifying event.

13.11.1 Bereavement leave of absence for the death of any unit member's immediate family:

13.11.1.1 Three (3) days of leave will be paid for by the District. Unit members may use up to two (2) additional leave days (Personal Necessity, Comp. Time or Vacation) to cover the days not paid by the District.

13.11.1.2 If out-of-state travel is over 200 miles one way, unit members are entitled to five (5) days of bereavement paid for by the District.

13.11.1.3 Immediate Family shall mean and include the following: husband, wife, mother, father sister, brother, son, step and foster son, daughter, step and foster daughter, grandparent, grandchild, stepmother, stepfather, stepson, stepdaughter of the employee or the employee's spouse and any other relative person of either the employee or the spouse living in the immediate household of the employee.

13.11.1.4 Additional time off, with pay shall be granted by the District, when an employee's emotional condition warrants such consideration; however, such additional time off shall be subtracted from the employee's accumulated sick leave.

13.11.2 Bereavement leave of absence for reproductive leave loss:

13.11.2.1 Five (5) days of leave will be paid for by the District for a reproductive loss event (as defined in Government Code 12945.6). Unit members can, but do not have to, take their leave days consecutively, as long as their leave is completed within three months of the reproductive loss event.

13.11.2.2 If a unit member experiences more than one reproductive loss event in a year, they are entitled to no more than 20 days of reproductive loss leave in that one-year period.

13.11.2.3 A unit member can take leave following their own reproductive loss event or a spouse or partner – if the employee would have been the parent of the child born or adopted.

13.11.2.4 Unit members who have worked for the District for at least 30 days before taking leave are eligible.

13.12 Jury Duty – An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The employee will reimburse the District that amount that he/she receives from the County for jury duty. Any meal, mileage, and/or

parking allowance provided the employee for jury duty shall not be considered in the amount reimbursed to the District.

13.13 Personal Necessity Leave – Any seven (7) days of absence per year earned for sick leave under Section 13.1 of this Article may be used by the employee, at his/her election, in cases of personal necessity on the following basis.

13.13.1 The death of a member of the employee’s immediate family when additional leave is required beyond that provided in Section 13.11 of this Article or death not covered under bereavement leave but which of great personal concern to the employee;

13.13.2 As a result of an accident or illness involving an employee’s person or property or the person or property of his/her immediate family as listed in Section 13.11.1 or an incident of such an emergent nature that the immediate presence of the employee is required during his/her work day;

13.13.3 Appearance in court as a litigant or as a witness under an official order;

13.13.4 Illness of a member of the immediate family as defined in 13.11.3 of such a nature as to require the presence of the employee during his/her normal workday. In addition to those listed in 13.11.3, 13.13.4 applies to individuals outlined in the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) which includes “Designated Persons” defined in Appendix B.

13.13.5 Employees shall be granted up to two (2) days for paternity or adoption leave. (see 2017-18 TA)

13.13.6 One (1) day of this leave may be used in each fiscal year for Compelling Personal Importance. The employee using such leave shall be required to file a written statement with the Personnel Department that such leave was not used for any of the following purposes:

- a. Engaging in other employment
- b. Work stoppage or strike
- c. Other personal reasons approved by the Superintendent, which cannot reasonably be taken care of outside the hours of assigned duty.

13.14 Military Leave – An employee shall be entitled to military leave as provided for in the Military and Veteran’s Code and the Education Code.

13.15 Pregnancy Disability Leave – A Unit member may use all available leaves for disability due to pregnancy, childbirth, or related medical conditions and recovery from these conditions.

13.15.1 The length of pregnancy disability leave, including the date on which the leave shall begin and the date on which the unit member is no longer disabled because

of pregnancy and shall return to work shall be determined by the unit member's physician.

- 13.15.2 Before returning to work from a pregnancy disability leave, the unit member shall obtain a "return to work" certification from her health care provider stating that she is able to resume her job duties.
 - 13.15.3 Pregnancy disability leave shall not be granted to provide periods of convalescence beyond disability prior to or following child birth. Pregnancy disability leave shall not be granted for childcare.
- 13.16 Parental/Child Bonding Leave – Employees may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).
- 13.16.1 Eligibility for Parental Leave:
 - 13.16.1.1 All full-time and part-time employees who have been employed for 12 months with the employer are entitled to utilize parental leave.
 - 13.16.1.2 There is no threshold number of hours that part-time employees, as well as full-time employees, must work in order to be eligible for parental leave.
 - 13.16.2 Commencement of Leave
 - 13.16.2.1 For birthing mothers, the 12 week child bonding leave shall commence after the conclusion of any pregnancy disability leave.
 - 13.16.2.2 For non-birthing parents, the 12 work week child bonding leave shall commence on the first day of such leave.
 - 13.16.2.3 Child bonding leave shall run concurrently with the CFRA Leave and the total amount of child bonding leave and the CFRA Leave shall not exceed 12 work weeks in a 12 month period.
 - 13.16.3 A unit member may use accumulated sick leave for the purpose of Child Bonding Leave. Pursuant to Education Code Section 45196.1, if an employee exhausts his/her sick leave prior to expiration of the 12 week child bonding leave, the employee shall be entitled to differential as defined in 1.12 of Appendix B ~~Definitions~~, for the balance of the 12 week period. Should the employee choose not to use available sick leave, the employee will not receive differential pay.
 - 13.16.4 Pursuant to CFRA, child bonding leave may be used within one year of the birth, adoption or foster care placement of a child.
 - 13.16.5 The employee must provide the district with at least thirty (30) days prior notice of intent to take child bonding leave, except in case of emergency.

- 13.16.6 Where both parents are employees of the District, the two parents are entitled to share a total of 12 work weeks of bonding leave.
- 13.16.7 The employee is entitled to take parental leave in intermittent periods within the 12 month period; however, the aggregate amount of parental leave taken shall not exceed 12 works weeks in the 12 month period.
- 13.16.8 If a school year concludes before the 12 work week period is exhausted, the employee may take the balance of the 12 work week period in the subsequent school year.
- 13.16.9 The employee is also entitled to use his or her vacation leave in taking parental leave, if the employee choses to do so.
- 13.16.10 Other Leaves – The District expressly reserves the sole right to grant or deny, on any terms mutually acceptable to the District and the employee, any other leave which may be requested by an employee.
- 13.16.11 Break In Service – No absence under the provisions of any paid leave provided for in this Article shall be considered a break in service. During the period the employee remains in paid status, all benefits provided to an active employee under the provisions of this Agreement shall continue to accrue.

13.17 MISCELLANEOUS

- 13.17.1 Each absence must be reported in AESOP. The absence must explain the reasons for the leave.
- 13.17.2 Leaves of absence may be taken in hourly increments.

ARTICLE 14 – DISCIPLINE

14.1 PROCEDURES

- 14.1.1 Bargaining unit members shall be disciplined for violation of the rules and regulations of the District, this Agreement and the law.
- 14.1.2 Unsatisfactory performance or misconduct of a major nature or serious situations involving the health and welfare of students or employees shall bypass the progressive discipline procedures.
- 14.1.3 Recommendations for discipline shall be for reasonable cause including but not limited to unsatisfactory performance.
- 14.1.4 Prior to the imposition of discipline of five (5) days or more suspension without pay or greater penalty, the bargaining unit member will be provided an opportunity for a “Skelly hearing” and the bargaining unit member given the opportunity to respond orally or in writing. Preliminary charges will be provided in writing to the bargaining unit member and a copy also shall be sent to the CSEA Labor Relations Representative in advance of the “Skelly hearing” which will give the bargaining unit member a reasonable opportunity of not less than five (5) days prior to the hearing. A copy of the preliminary charges provided to the CSEA Labor Relations Representative does not prejudice the right of a bargaining unit member to select his/her representative in the discipline proceeding.
 - 14.1.4.1 A Skelly officer shall be assigned to the bargaining unit member who shall not be the person who initiated and/or recommended that the bargaining unit member be disciplined.
 - 14.1.4.2 The Skelly officer shall provide a written response after the Skelly conference with a decision as to whether the charges are to be upheld, the recommended discipline reduced, or the charges dropped.
- 14.1.5 After the Skelly officer has provided a written response and prior to a formal evidentiary hearing, the bargaining unit member shall be informed of the specific charges against him or her and the evidence which supports it. The bargaining unit member shall also be given a statement of his or her right to a formal hearing on such charges. The bargaining unit member may request a hearing within ten (10) days after service of the notice to the bargaining unit member. Failure to request the hearing within ten (10) days means the bargaining unit member has waived the right to a hearing. The hearing may not be scheduled sooner than thirty (30) days from the time the charges were originally served. The notice shall include a card or paper which when signed constitutes a demand for hearing and a denial of all charges.
 - 14.1.5.1 The burden of proof shall be the District’s.
- 14.1.6 The District will provide one (1) copy each to the bargaining unit member and to the CSEA Labor Relations Representative of all necessary and relevant documents the District intends to introduce at the hearing or requested by CSEA. The District

and CSEA will identify any exhibits, any physical items, and any witnesses that the parties expect to introduce or to call at the hearing by no later than ten (10) working days prior to the hearing.

- 14.1.7 Any bargaining unit member against whom a recommendation of disciplinary action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver.
- 14.1.8 The District shall use a hearing officer to hear disciplinary actions whose decision shall be final and binding. The hearing officer is limited to the following:
 - 14.1.8.1 Adopt the proposed decision in its entirety.
 - 14.1.8.2 Reduce the disciplinary action.
 - 14.1.8.3 Reject the proposed disciplinary action in its entirety.

14.2 CAUSES

14.2.1 Grounds for discipline of any bargaining unit member include but are not limited to the following:

- a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- b. Incompetency.
- c. Inefficiency.
- d. Neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
- h. Possessing or being under the influence of a controlled substance at work or away from work, or furnishing alcohol or a controlled substance to a minor. Possessing or being under the influence of a controlled substance while not on duty shall be cause for discipline if the conduct adversely affects the district or the employee's ability to perform the duties or responsibilities of his/her position.
- i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the district or the employee's ability to perform the duties or responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of no contest, is deemed to be a conviction for this purpose.
- j. Absence without leave.
- k. Immoral conduct which adversely affects the district or the employee's ability to perform the duties or responsibilities of his/her position.
- l. Discourteous treatment of the public, students, or other employees.
- m. Improper political activity.
- n. Willful disobedience.
- o. Misuse of district property.
- p. Violation of district, board or departmental rule, policy, or procedure.
- q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's job description or otherwise necessary for the employee to perform the duties of the position.
- r. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law.
- s. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age while acting in the capacity of a district employee.
- t. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual

or suspected violation of state or federal law occurring on the job or directly related thereto.

- u. Any other misconduct either during or outside of duty hours which is of such nature that it adversely affects the district or the employee's ability to perform the duties or responsibility of his/her position.

14.2.2 Except as defined in the items above, no disciplinary action shall be taken for any cause which arose before the bargaining unit member became permanent, nor for any cause which arose more than two (2) years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the bargaining unit member when it could be reasonably assumed that the bargaining unit member would have disclosed the facts to the District.

ARTICLE 15 – VACATION

- 15.1 Applicable employees in the bargaining unit shall earn paid vacation time under this Article.
- 15.2 Pay for vacation days for bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 15.3 Vacation time shall be earned and accumulated on an annual basis in accordance with the following schedules:
- a. 1 year = 10 days vacation
 - b. 2 years = 11 days vacation
 - c. 3 years = 12 days vacation
 - d. 4 years = 13 days vacation
 - e. 5 years = 14 days vacation
 - f. 6 years through 15 years = 15 days vacation
 - g. 16 years and over = 20 days vacation
- 15.4 Less than full-time employees (8 hours per day) shall earn the same number of vacation days listed above regardless of the number of months the employee works per year. (Example: A 5-hour employee working 10 months per year shall be entitled to earn 10 days of vacation at 5 hours per day for a total of 50 hours vacation for the year.)
- 15.5 Vacation shall be scheduled in advance at times requested by employees, to the extent practicable as determined by the employee's immediate supervisor and within the work requirements of the District.
- 15.6 Employees submitting vacation requests shall be given priority by the date the vacation request was submitted to and approved by the immediate supervisor. If vacation requests are submitted on the same date from the same site, the supervisor shall approve the request of the employee with greater seniority.
- 15.7 An employee may carry over one year's earned vacation days from the previous year. Excess days, above one year, will be paid off to the employee in the September 10th pay of each year at the employee's previous year's hourly rate.
- 15.8 An employee may request in writing that vacation of up to twenty days may be carried over into the next work year for a total of 40 days. The employee must include in their written request a plan for the use of the excessive days prior to June 30, of each year to avoid an additional cost to the District. Special request for an additional carryover in the third year will be on a case by case basis. In the event that a third year of carryover is approved, the employee agrees to take the time off as planned and will not incur additional costs to the District.
- 15.9 An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another leave authorized by this Agreement or mandated by law. Upon request, the employee shall supply notice and supporting information regarding the justification for such interruption or termination.

- 15.10 Vacation shall not be scheduled during the first six (6) months of employment.
- 15.11 When a holiday, as defined in this Agreement, falls during the scheduled vacation of any employee, such holiday shall not be charged against the employee's vacation balance, provided the employee was in paid status on the day preceding the holiday or the day following the holiday.

ARTICLE 16 – WORKING CONDITIONS

- 16.1 Any personal tools and equipment used by an employee at District request shall, in the event of loss or damage, be full compensated for at District expense.
- 16.2 The District shall provide, and pay for, TB tests and bi-annual bus driver physicals which are required by the Education Code and/or Title 5. If required, TB testing shall also include chest x-rays.
- 16.2.1 The District specifically reserves the right to meet this requirement by arranging for such tests to be performed at the (1) District, or (2) a clinic or a practitioner's office which is acceptable to the District and CSEA.
- 16.3 The District shall make every reasonable effort to conform to and comply with all health, safety and sanitation requirements imposed by state or federal law regulations adopted under state or federal law.
- 16.4 Should the employment duties of an employee in the bargaining unit require the use of specialized equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear or to reimburse the employee for the full cost of procuring such.
- 16.5 No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal laws.

ARTICLE 17 – SUMMER SESSION EMPLOYMENT

- 17.1 Unless precluded by the funding source, when the District maintains school sessions at times other than during the regular August to June academic year, it shall assign bargaining unit members of the District to perform the required services.
- 17.2 No bargaining unit member who is not normally required to render services between the end of the academic year in June to the beginning of the next academic year in August shall be required to perform services during such period.
- 17.3 Assignments during the summer session shall typically be made on the basis of seniority for employment in the classification of service that is required.
- 17.4 A bargaining unit member shall, for services performed in the summer session, receive a prorated portion of the compensation and benefits which are applicable to that employee and classification during the regular academic year.

ARTICLE 18 – MISCELLANEOUS PROVISIONS

- 18.1 This Agreement shall supersede any rules, regulations or practices of the District which are inconsistent with its terms.
- 18.2 Upon initial employment, each employee of the bargaining unit shall receive a copy of:
- a. The applicable job description;
 - b. A statement of the monthly or hourly rate for his/her classification;
 - c. A statement of the employee's regular work site;
 - d. The assigned hours per day, days per week and months per year, and;
 - e. A statement of the accrual rate for days of sick leave and vacation.
- 18.3 The above information in 18.2 shall be provided to each employee, at the employees request, at the beginning of each school year. This information shall be consistent with the provisions of this contract.
- 18.4 The District shall provide each bargaining unit employee and each new bargaining unit employee with a copy of this Agreement at no cost to the employee.

ARTICLE 19 – NO DISCRIMINATION

- 19.1 The District shall not discriminate in any manner against a unit member because of race, religion, creed, national origin, age, or sexual orientation as provided by Title VII, Civil Rights Act.
- 19.2 The District shall not threaten or discriminate against a unit member for the exercise of any rights guaranteed by law.

ARTICLE 20 – LAYOFFS

- 20.1 Bargaining unit members shall be subject to layoff for the reasons set forth in Education Code Section 45117, due to lack of work or lack of funds, and are entitled to the layoff procedures including layoff notice and right to hearing, per this Section. Affected employee shall be given notice of layoff and informed of their displacement rights, if any, and reemployment rights. When employees in the bargaining unit are laid off for lack of work or lack of funds, layoffs shall be made in reverse order of seniority in the classification in which the layoff occurs. The employee who has been employed the shortest time in a classification, plus higher classifications, shall be considered to have the least seniority and, therefore, shall be laid off first.
- 20.2 No permanent nor probationary classified employee shall be laid off from any position while employees serving under emergency, substitute, or limited-term employment are retained in positions of the same classification or similar classifications.
- 20.3 A written notice of layoff shall be personally delivered to the bargaining unit member(s) or mailed by certified or registered mail to the employee’s last address on file at the District office.
- 20.4 The names of permanent and probationary employees laid off shall be placed on a reemployment list for the classification for which they were laid off. Names on the reemployment list shall be in the order of seniority and shall continue for thirty-nine (39) months from the date of layoff..
- 20.5 Employees on reemployment lists shall be hired over outside applicants for vacant positions for which he/she meets the qualifications for the position. (Tucker v. Grossmont decision).
- 20.6 Any employee on a reemployment list shall be notified in writing by the District a vacancy exists along with a notice of the job posting. The written notice will be mailed to the last address given to the District office by the employee.
- 20.7 Refusal of an offer of employment shall not affect the standing of any employee on a reemployment list.
- 20.8 If the employee is reemployed in a permanent position, the employee will receive the accumulated sick leave and seniority that he/she accrued prior to the layoff.
- 20.9 After job site transfers have been considered, if a vacant position exists, an employee who has been laid off and is on a reemployment list may, based on seniority, elect to be placed into a vacant position within the classification from which he/she was laid off.
- a. If the employee accepts reemployment into the same classification from which the employee was laid off, the employee shall be restored to his/her former step on the salary schedule.
- 20.10 In lieu of being laid off, an employee may bump to any classification in which he/she had previously served under permanent or probationary status providing the employee has

seniority over an employee already in the classification. Seniority in the current classification plus higher classifications in which the employee served shall be counted.

- 20.11 In order to bump into a previous classification, the employee must notify the District office in writing not later than ten (10) calendar days after receiving a layoff notice.
- 20.12 An employee electing to bump into a lower classification shall be placed on a reemployment list for thirty-nine (39) months, plus an additional twenty-four (24) months.
- 20.13 If eligible, an employee who is scheduled for layoff may elect service retirement from the Public Employee's Retirement System. The employee's name will be placed on a reemployment list. Upon receipt of notification from the employee that he/she has elected service retirement, the District office will notify PERS that the employee's retirement was due to a layoff.
- 20.14 Should an employee who elects service retirement subsequently accept, in writing, reemployment, the District shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement.

ARTICLE 21 – CLASSIFICATION AND SALARY ASSESSMENTS

- 21.1 The classifications established within the Hamilton Unified School District are as follows:
- a. Child Nutrition Assistant
 - b. Office Assistant I
 - c. Library Media Technician
 - d. Campus Supervisor/Crossing Guard
 - e. Paraeducator/Library Media Technician
 - f. Child Nutrition Lead
 - g. District Bus Driver
 - h. District Custodian
 - i. Preschool Assistant
 - j. Special Education Paraprofessional
 - k. Administrative Technician
 - l. District Data Analyst
 - m. Student Services and Library Coordinator
 - n. Preschool Teacher
 - o. District Universal - Maintenance & Transportation
 - p. Business Services Technician
 - q. Information Systems Technician
 - r. Licensed Vocational Nurse
- 21.2 For the purposes of salary/duty assessment the following job alike or similar jobs will be grouped for reevaluation on an every five year rotational process beginning with the 2018-19 school year. CSEA joint committee with the District will choose the positions to be evaluated.
- 21.3 The District and Unit may regroup any or all classification upon mutual agreement.
- 21.4 The process of salary/duty assessment:
- 21.4.1 The Unit will appoint one member of the negotiation committee to serve as liaison for each classified group during the salary duty assessment process.
 - 21.4.2 The Superintendent or his designee shall meet with each classification to review the current job description to determine any changes in the job duties and responsibilities. This meeting will be during the usual and customary work times of the classification under review. If an employee works a PM or alternative time other than 8:00 a.m. to 5:00 p.m. Monday through Friday, that employee or representative shall be provided adequate release time to accomplish the job description assessment.
 - 21.4.3 The Unit and District shall establish 16 (including Hamilton Unified School District) districts for comparison taking into account the following factors (the District and Unit agree to split the survey work equally):

- 21.4.3.1 Demographic make-up of student populations
 - 21.4.3.2 Average Daily Attendance (ADA) to be similar to Hamilton Unified School District
 - 21.4.3.3 Economical stats (Free and Reduced lunch percentage and/or number with dictate supplemental and concentration data that supports the LCAP (Local Control and Accountability Plan) conditions of learning)
 - 21.4.3.4 Geographical similarities (similar characteristics to the HUSD boundaries)
 - 21.4.3.5 Market availability (those districts similar to the items listed above but close enough to create competition for workers in similar fields)
- 21.4.4 Annually, a survey shall be created to garner the following information using the list in 21.4.4.1 and 21.4.4.2:
- a. Job description
 - b. Salary schedules
- 21.4.4.1 Once Salary Schedules have been acquired, the highest paying district and lowest paying district will be removed from the survey average for each position being review.

Beginning with the 2022-2023 School Year, the following Districts will be used to compare all classified positions except Pre-School:

1. Hamilton Unified School District
2. Biggs Unified School District
3. Live Oak Unified School District
4. Colusa Unified School District
5. Corning Union High School District
6. Corning Union Elementary School District
7. Durham Unified School District
8. Gridley Unified School District
9. Los Molinos Unified School District
10. Orland Unified School District
11. Pierce Joint Unified School District
12. Red Bluff Union Elementary School District
13. Red Bluff Union High School District
14. Thermalito Union Elementary School District
15. Williams Unified School District
16. Willows Unified School District

21.4.4.2 Pre-School Comparable Districts:

1. Hamilton Unified School District
2. Colusa County Office of Education
3. Glenn County Office of Education
4. Butte County Office of Education
5. Tehama County Office of Education

21.4.5 The District and Unit agrees that should the district fall into financial distress, this article may be suspended under the following:

21.4.5.1 Decrease of ADA over 10 and a sustained projected decline can be established.

21.4.5.2 The District financial report known as Second Interim falls into Qualified or Negative status.

21.4.5.3 To avoid layoffs of current Unit members.

21.4.6 Job Study will be completed by CSEA annually by April 1st. Date may be changed with mutual consent.

21.5 The suspension of this article will remain in place until all layoffs, ADA or financial hardship due to a Qualified or Negative budget status have been lifted and all unit members who were placed on the 39 month rehire list have been re-employed or have removed themselves due to other employment opportunities outside the district.

SIGNATURE PAGE

Agreement

Between Hamilton Unified School District

And

California School Employees Association

Chapter 623

July 1, 2023-June 30, 2024

Signed and entered this 5th day of September, 2023

Jeremy Powell

Jeremy Powell (Dec 11, 2023 10:39 PST)

Jeremy Powell,
District Superintendent

Josefina Rosales

Josefina Rosales (Dec 11, 2023 09:32 PST)

Josefina Rosales-Ramirez, CSEA President

Kristen Hamman

Kristen Hamman, Chief Business
Official

Dave Elkin

Dave Elkin (Dec 11, 2023 09:40 PST)

Dave Elkin, CSEA Vice President

Matt Juhl-Darlington
District Legal Council

APPENDIX A – CLASSIFIED SALARY SCHEDULE

HAMILTON UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2024-2025
CAP \$14,870

STEP	1	2	3	4	5	6-9	10	11-14	15	16-19	20	21-24	25	26-29	30
RANGE							3%	1%	3%	1%	3%	1%	3%	4%	5%
7.00	18.41	19.05	19.86	20.61	21.42	22.27	22.94	23.18	23.87	24.11	24.83	25.09	25.84	26.87	28.21
8.00	19.05	19.86	20.61	21.42	22.27	23.18	23.88	25.05	24.83	25.10	25.85	26.11	26.89	27.96	29.36
9.00	19.86	20.61	21.42	22.27	23.18	24.07	24.79	25.05	25.80	26.05	26.84	27.11	27.93	29.03	30.49
10.00	20.56	21.42	22.27	23.18	24.07	25.07	25.82	26.07	26.86	27.13	27.95	28.22	29.07	30.24	31.75
11.00	23.17	22.27	23.18	24.07	25.07	26.02	26.79	27.06	27.88	28.16	29.00	29.30	30.17	31.38	32.95
12.00	22.27	23.18	24.07	25.07	26.02	27.03	27.85	28.13	28.97	29.27	30.14	30.44	31.36	32.62	34.24
13.00	23.16	24.10	25.03	26.06	27.06	28.12	28.95	29.25	30.13	30.43	31.35	31.66	32.62	33.92	35.62
14.00	24.09	25.07	26.03	27.11	28.14	29.25	30.12	30.42	31.34	31.66	32.61	32.93	33.92	35.28	37.04
15.00	25.07	26.06	27.08	28.19	29.27	30.42	30.72	31.63	31.95	32.92	33.34	34.24	34.59	35.98	37.76
16.00	26.06	27.11	28.16	29.33	30.44	31.63	31.95	32.90	33.23	34.23	34.58	35.61	35.98	37.42	39.27

RANGE

- 7.00 Library Media Technician
- 7.00 Campus Supervisor/Crossing Guard
- 7.00 Child Nutrition Assistant
- 7.00 Paraeducator/Library Media Technician
- 8.00 Preschool Assistant
- 9.00 District Custodian
- 9.00 Office Assistant I
- 9.00 Special Education Paraprofessional
- 10.00 Child Nutrition Lead
- 10.00 District Data Analyst
- 10.00 Student Services and Library Coordinator
- 11.00 District Bus Driver
- 11.00 Preschool Teacher
- 12.00 Administrative Technician
- 13.00 District Universal - Maintenance & Transportation
- 14.00 Information Systems Technician
- 14.00 Licensed Vocational Nurse (LVN)
- 15.00 None, N/A
- 16.00 Business Services Technician

Effective July 1, 2024
COLA 1.5% increase to board for approval June 26, 2024
CAP \$14,870 effective 7/1/2023
Master's stipend \$1200, BS/BA stipend \$600, AS/AA stipend \$400
Employees on the Classified Salary Schedule in the job classification "District Universal – Maintenance & Transportation" will receive an annual cell phone stipend amount of \$600 (BP/AR 3513.1).

APPENDIX B – DEFINITIONS

“Academic/Traditional school year” is the period normally from August to June, as designated by the district board, when students are normally required to be in attendance, usually defined by the annual district calendar that is published each year.

“Administrative leave” means that an employee is placed on leave with pay pending an investigation of disciplinary charges.

“Allocation” Is the placement of a classification on a specific salary schedule range or rate.

“Anniversary date” is the initial date of employment, Salary changes such as step increments shall occur concurrently with the first date of employment in a given fiscal year and monthly salaries shall successively include, up to the amount of eligible total, any prorated amounts of longevity for which the employee has qualified during the preceding year.

“Bolt Day” is a ½ day of paid leave for all 12 month employees in lieu of an additional training day.

“Bumping Right” is the right of an employee, under conditions as specified under Article 20, to displace an employee with less seniority in a classification.

“Catastrophic illness” or “catastrophic injury” means an illness or injury that is expected to incapacitate the employee or his/her family members and that requires the employee to take time away from work.

“Catastrophic leave credit” means sick leave donated from one employee’s accrued sick leave account to another employee.

“Classification” is a position with defined duties, responsibilities, and authority, with the same job title, minimum qualifications, and salary range.

“Classify” is the act of placing a position into a classification.

“Compensatory Time” is time banked for use by the employee, upon approval of their supervisor, compensating the employee for work performed above 40 hours in an assigned work week.

“Date of Hire” shall be understood to mean the first date of paid service to the employee.

“Demotion” Means assignment to an inferior position or status previously held by the demoted employee.

“Designated Person” an individual related to the employee by blood or whose association with the employee is equivalent to a family member.

“Differential” is a salary allowances in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work.

“Disciplinary action” includes any action whereby a permanent employee is deprived of any classification or any incident of any classification in which he/she has permanence, including,

dismissal, suspension, demotion, or any reassignment, without his/her voluntary consent, except a layoff or reassignment because of lack of work or lack of funds.

“Donor” means any person voluntarily transferring their sick leave credits to another employee.

“E.E.R. Committee” is an employer/employee relations committee.

“Extra Time” Any employee who’s shift is less than eight (8) hours, and must work beyond their regular assigned shift time, shall be paid at their regular rate up to (8) hours.

“Fiscal Year” is July 1 through June 30.

“Health and Welfare Benefits” mean any form of insurance or similar benefits programs, including, but not limited to, medical, hospitalization, surgical, prescription drugs, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs. (If such benefits are offered.)

“Incumbent” is an employee assigned to a position and who is currently serving in or on leave from the position.

“Industrial Accident or illness” is an injury or illness arising out of or in the course of employment of the District.

“Involuntary demotion” is a demotion without the employee’s voluntary written consent.

“Job description” is the description of the duties, responsibly, minimum qualifications, and authority of a classification.

“Job Family” is a group of classifications within the same occupational area.

“Minimum qualifications” are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific classification.

“Notice” whenever notice is required under this agreement, and no form of notice is otherwise designated, notice to the district shall be by personal delivery to the office of the Superintendent of written notice or First Class Mail notice to the Office of the Superintendent and notice to CSEA

shall be written notice by personally delivered to the President of the local chapter or First Class Mail Notice directed to the Hamilton Chapter 623, 620 Canal Street, Hamilton City CA 95951.

“Overtime” is compensation paid at one and one half (1½) of the employee’s hourly rate to any employee who works beyond eight (8) hours in a work day and/or 40 hours in an assigned work week. (Overtime must be pre-approved by the employee’s supervisor.)

“Participant” means any unit member.

“Permanent Employee” is a regular employee who successfully completes an initial probationary period of 6 months.

“Probationary Employee” is a regular employee who will become permanent upon successful completion of a probationary period of 6 months.

“Progressive discipline” includes but may not be limited to oral warning, written warning, unsatisfactory evaluation, written reprimand, suspension of less than five (5) days. Bargaining unit members shall be progressively disciplined. For these levels of discipline an employee may respond in writing and have it attached to any materials placed in the personnel file.

“Promotion” is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary rate.

“Reallocation” is a movement of an entire classification from salary range or rate to another salary range or rate.

“Recipient” means any person meeting the eligibility requirements.

“Reclassification” Means the upgrade of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position.

“Reemployment” is the return to duty of an employee who has been placed on a reemployment list.

“Reemployment List” is a list of names of person who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness leave, or leave privileges, and who are eligible for reemployment without examination in their former classification for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment (seniority).

“Regular employee” is any employee, whether permanent, probationary, full time or part time, who is not a restricted, substitute, short term, temporary, or student employee.

“Restricted Employee,” is an employee hired pursuant to any local, state, or federally funded program which restricts employment to persons in the low income groups, from designated

impoverished areas, and any other criteria which restricts the privilege of all citizens to complete for employment in such positions, except as may otherwise be specified by this agreement.

“Safety” conditions of employment” means any work-related conditions affecting the health and safety of the employee.

“Suspension” means temporary removal of any employee from his/her position with loss of pay as a disciplinary measure. Any suspension shall not be for more than twenty (20) work days.

“Voluntary demotion” means the assignment of an inferior position or status with the employee’s written consent.