

Agreement Between  
Enterprise Elementary School  
District and  
California School Employees  
Association

---

---

July 1, 2022-June 30, 2025

## Table of Contents

<b>PREAMBLE</b> .....	6
<b>ARTICLE 1</b> .....	8
Recognition.....	8
1.1 Exclusive Bargaining Representative .....	8
1.2 Scope of Representation .....	8
<b>ARTICLE 2</b> .....	9
No Discrimination.....	9
<b>ARTICLE 3</b> .....	10
Organizational Security .....	10
<b>ARTICLE 4</b> .....	12
Evaluation .....	12
<b>ARTICLE 5</b> .....	14
Organizational Rights .....	14
<b>ARTICLE 6</b> .....	15
Duty Time Allocation .....	15
<b>ARTICLE 7</b> .....	17
Hours and Overtime.....	17
7.1 Work Day and Work Week.....	17
7.2 Reduction in Assigned Time.....	17
7.3 Adjustment of Assigned Time .....	17
7.4 Meal Period.....	17
7.5 Rest Periods .....	18
7.6 Overtime and Compensatory Time.....	18
7.7 Overtime, Extra Time and Flex Schedule Distribution Among Employees in the Bargaining Unit .....	19
7.8 Minimum Call-In Time.....	19
7.9 Minimum Call-Back Time.....	19
7.10 Right to Refusal .....	19
7.11 Substitute Employees.....	19
7.12 Temporary Class Reassignment.....	19
7.13 Hourly Increase of Positions.....	20
7.14 Hours Worked.....	20
7.15 Custodian Summer /Non-student Contact Days .....	20
<b>ARTICLE 8</b> .....	21
Layoffs .....	21

8.2 Layoff Procedures .....	21
8.3 Seniority .....	22
8.4 Notice of Layoff.....	22
8.5 Re-Employment and Other Rights.....	23
8.6 Retirement and Layoff.....	24
8.7 Miscellaneous Provision .....	25
8.8 Erroneous Layoff .....	25
ARTICLE 9.....	26
Wages and Allowances .....	26
9.1 Regular Rate of Pay .....	26
9.2 Paychecks.....	26
9.3 Frequency--Once Monthly.....	26
9.4 Payroll Errors.....	26
9.5 Special Payments .....	26
9.6 Lost Checks.....	27
9.7 Pay Increase .....	27
9.8 Initial New Hire Placement.....	27
9.9 Promotions .....	27
9.10 Mileage .....	27
9.11 Expenses of Defense.....	27
9.12 Anniversary Dates.....	28
9.13 Longevity .....	28
9.14 Retirement Incentive.....	29
9.15 Classified Hourly Wage Schedule – Appendix A.....	29
9.16 Yard Duty Assignment .....	29
9.17 Pay for Presenter.....	29
9.18 Field Trip Pay .....	29
9.19 Multiple Job Range.....	29
9.20 Shift Differential .....	30
ARTICLE 10.....	31
Health and Welfare Benefits.....	31
10.1 Part-time employees working 6+ hours hired after October 30, 1992.....	31
10.2 Part-Time employees working less than 6 hours beginning October 1, 2015 .....	31
10.3 Medical, Dental, Life and Vision Insurance .....	31
10.4 Benefit to Employees Ineligible for insurance CAP contribution for Health Coverage.....	31
10.5 PERS Retirement .....	32

ARTICLE 11.....	33
Holidays .....	33
11.1 Scheduled Holidays .....	33
11.2 Additional Holidays.....	33
11.3 Holiday Eligibility .....	34
11.4 Calendar .....	34
ARTICLE 12.....	35
Vacations.....	35
12.1 Eligibility .....	35
12.2 Paid Vacation.....	35
12.3 Accumulation.....	35
12.4 Vacation Scheduling .....	36
12.5 Interruption of Vacation.....	36
12.6 Vacation Pay .....	37
12.7 Vacation Benefits Upon Termination .....	37
12.8 Vacation Postponement .....	37
12.9 Vacation Entitlement Upon Separation from District.....	37
ARTICLE 13.....	38
Leaves .....	38
13.1 Bereavement Leave.....	38
13.2 Jury Duty.....	38
13.3 Military Leave.....	38
13.4 Leave of Absence for Illness or Injury .....	39
13.5 Industrial Accident and Illness Leave.....	40
13.6 Break in Service.....	40
13.7 Personal Necessity Leave .....	40
13.8 General Leaves.....	41
13.9 Personal Leave (No Tell).....	41
13.10 Education Leave.....	41
13.11 Catastrophic Leave.....	42
13.12 Involuntary Transfers.....	43
13.13 Lateral Transfers .....	43
13.14 Medical Transfer.....	44
13.15 Transfer and Selection Guidelines .....	44
ARTICLE 14.....	46
Grievances.....	46

14.1	Definitions.....	46
14.2	Procedures.....	46
14.3	Conclusion .....	47
ARTICLE 15	.....	48
Safety	.....	48
15.1	Compliance with OSHA .....	48
15.2	Working Conditions.....	48
15.3	Notification of Unsafe Conditions.....	48
15.4	California Fire Code .....	48
15.5	Promulgation of Safety Rules .....	48
15.6	Enforcement Authority .....	48
15.7	Non-Discrimination .....	48
15.8	Drug & Alcohol Free Workplace.....	48
15.8.1	Testing.....	49
ARTICLE 16	.....	50
Staff Development	.....	50
16.1	CPR Training .....	50
16.2	Initial and Renewal Training .....	50
16.3	Expired Certification.....	50
16.4	Before School Staff Development (Funded by Supplemental and Concentration Grant Funding).....	50
16.5	Staff Development (Funded by Supplemental and Concentration Grant Funding).....	51
16.6	Staff Development Absence .....	51
16.7	Annual Assigned Training .....	51
ARTICLE 17	.....	52
Severability	.....	52
17.1	Savings Clause.....	52
17.2	Replacement for Severed Provision.....	52
ARTICLE 18	.....	53
Completion of Meet and Negotiations	.....	53
18.1	Scope of Agreement.....	53
18.2	District Reorganization .....	53
18.3	Reopeners.....	53
18.4	Me Too.....	53
ARTICLE 19	.....	54
Personal Growth	.....	54

ARTICLE 20.....	55
20.1 Joint Committee .....	55
20.2 Standby Time .....	55
20.3 Special Trip Assignments .....	55
20.4 Vehicle Unavailability .....	56
20.5 Substitute Employees.....	56
ARTICLE 21.....	57
Job Description Review .....	57
ARTICLE 22.....	58
Reclassification and Range Change.....	58
ARTICLE 23.....	59
Term.....	59
Appendix A – Salary Schedule.....	<b>Error! Bookmark not defined.</b>

**PREAMBLE**

This is an Agreement made and entered into between the Enterprise Elementary School District, hereinafter referred to as the "District," and the California School Employees Association and its Enterprise Chapter #384, hereinafter referred to as "CSEA". This agreement covers the period from July 1, 2022, to June 30, 2025.

## **ARTICLE 1**

### **Recognition**

#### **1.1 Exclusive Bargaining Representative**

- 1.1.1 The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees in the unit which has been recognized by the Board of Education. All newly created classified positions established by the Board of Education shall be assigned to the bargaining unit if mutually agreeable to both parties.
- 1.1.2 The determination of management, confidential, or supervisory employees shall be made by the District.
- 1.1.3 The PERB Rules and Procedures may be used in disputed cases. The bargaining unit may be expanded to other classifications by mutual agreement of the District and CSEA, subject to the rules of PERB.

#### **1.2 Scope of Representation**

The scope of representation shall be limited to matters referring to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Government Code §53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Government Code §3546, and procedures for processing grievances pursuant to Government Code §3548.5, 3548.6, 3548.7, and 3548.8. In addition, the exclusive representative of certificated personnel has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law. All matters not specifically enumerated are reserved to the public school employer and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the public school employer to consult with any employees or employee organization on any matter outside the scope of representation.

## **ARTICLE 2**

### **No Discrimination**

Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in either CSEA or District activities.

## ARTICLE 3

### Organizational Security

- 3.1 The District will deduct the normal and regular monthly Association membership dues as authorized in writing by the Association.
- 3.2 The Association shall be responsible for notifying the District of all new, modified or discontinued deductions associated with membership. All employee requests to cancel and/or modify deduction authorizations shall be directed to the Association.
- 3.3 Association deduction notification shall be received no less than five (5) days prior to the Shasta County Office of Education payroll deadlines in order for the new deduction, modification or discontinuance to be reflected in the current month's pay warrant. The District will not backdate deductions beyond the current month. Any deductions made in error due to untimely communication will be handled directly by the Association. The employee will be referred to the Association and any reimbursements will be done by the Association. The Association shall indemnify the District from any claims made by the employee for deductions made in reliance Association deduction notification.

The District agrees to submit monthly, within thirty (30) days following the date of deduction, all Association membership fees deducted from unit members. The District agrees to submit an alphabetical list of employees for whom deductions have been made with the payment deductions withheld.

- 3.4 The District shall provide at the end of each month, a list of all new hires hired into a bargaining unit position.
- 3.5 The District shall provide a list of all bargaining unit members on or before the last working day of September, January and May.
- 3.6 The Association shall notify the District of any changes in its dues structure within thirty (30) days of notifying membership.
- 3.7 The Association fully indemnifies the District for dues deducted under this article. The Association shall hold the District harmless and shall provide prompt, full reimbursement to the District for any fees, costs, charges or penalties incurred in responding or defending against any claims, disputes or challenges which are brought against the District in connection with the administration or enforcement of any section in this article. The provision shall apply to payroll deductions made by the District based on notification from the Association regarding deductions of individual employees for payroll deductions.
- 3.8 The District will schedule four (4) orientation dates per month at the beginning of the fiscal year. Additional, dates may be scheduled with ten (10) days advance notice or mutual agreement if prior to the ten days. The Association shall have up to thirty (30) minutes of paid release time during their normal work hours for one (1) Association Representative, either the Chapter President or designee, to conduct an orientation session with the new hire. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The Association Labor Relations Representative may also attend the orientation session. During

the Association's orientation time, if requested, no District manager or supervisor or non-unit employee shall be present.

## ARTICLE 4

### Evaluation

- 4.1 Probationary classified employees covered by this Agreement will be evaluated by their supervisor at least once during the first 60 working days of the probationary period. The probationary period shall be six months. Except for 12 month employees, the unit member's summer break shall not be included in the six-month probationary period.

Permanent employees will be evaluated at least once every two years, unless non-retention is checked on "Evaluation and Development" form in which case annual evaluation is required. Evaluations will be recorded on the current "Performance Evaluation and Development for Classified Employees" as developed cooperatively with by the District and the Association.

- 4.1.1 A permanent employee may return to their former classification, job and hours if they fail to make probation in a promotion.
- 4.2 No evaluation of any employee shall be placed in his or her personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be entirely based upon hearsay statements, but shall, whenever possible, be based upon the direct observation and/or knowledge of the evaluator.
- 4.2.1 Service evaluations for all permanent employees shall be submitted no later than May 15 of their evaluation year.
- 4.2.2 The administrator shall discuss each written evaluation with the employee and shall provide the employee with a copy.
- 4.2.3 Any negative written performance evaluation shall include recommendations for improvement in cited deficiencies.
- 4.2.4 The employee shall have the right to respond to negative written performance evaluations within ten (10) days.
- 4.2.5 Any employee who has reason to question any aspect of her/his performance evaluation has the right to request a review of the evaluation by the Superintendent. If not satisfied, employee may request closed session with the Board of Trustees. The employee is entitled to CSEA representation during this review.
- 4.2.6 No evaluator shall base any comment or rating in any way upon an employee's participation in CSEA activities.
- 4.3 All matters dealing with personnel file contents and inspection will be followed in accordance with Education Code §44031:
- 4.3.1 §44031. Materials in personnel files of employees which serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

- 4.3.2 Personnel files are not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 4.3.3 Every employee shall have the right to inspect his/her personnel file upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- 4.3.4 Information of a derogatory nature, except material mentioned in the second paragraph of this article, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any such derogatory statement his/her own comments thereon. The employee may have a representative accompany her/him during such inspection of materials in the personnel file. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 4.3.5 All material placed in an employee's personnel file shall be dated and signed by the contributor.
- 4.3.6 The official personnel file of each unit member as referred to in this Article shall be kept in confidence in the District Office. The District shall maintain a log indicating the persons who have examined the personnel file, as well as the date such examinations were made. The log shall be maintained as part of the employees' personnel file.

## ARTICLE 5

### Organizational Rights

CSEA shall have the following rights in addition to those contained in other portions of this Agreement:

- 5.1 The rights of access at reasonable times to areas in which employees work for purposes of legitimate CSEA business.
- 5.2 The right to use, without charge, institutional bulletin boards, mailboxes, and the school mail system and other means of communication as approved by the District.
- 5.3 The right to use, without charge, the institutional facilities and buildings at reasonable times in accordance with District policies and administrative regulations.
- 5.4 The right to review employees' personnel files and other records dealing with employees when accompanied by the employee or upon a written authorization signed by the employee.
- 5.5 The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees on the effective date of this Agreement and at times when mutually agreed upon in keeping with the District's capability, and as long as such production does not interfere with the District's work.
- 5.6 The right to receive, upon request, two copies of any and all written reports or other materials available to the public when necessary for CSEA to perform its function.
- 5.7 The District will provide a total of ten (10) days of leave annually for person(s) designated by CSEA to perform necessary business of the organization.
- 5.8 Within thirty (30) days after the execution of this contract, the District will post a copy on its website. A reasonable number of printed copies will be made available to the Association. A copy will also be made available in each school office and the District office. New unit members will receive a copy of the contract upon employment.

**ARTICLE 6**

**Duty Time Allocation**

**Regular  
11-month  
Employee**

**Annual Assigned  
Training**

**Staff  
Development**

School Days	8-hour day	6.0-hour day*	Total	Holidays
180	1	3	184	12

ACE Site Facilitator	Bus Driver
Aide ACE	Campus Safety
Aide Behavior Technician	Clerk I
Aide Cafeteria <sup>c</sup>	Clerk II
Aide CIA (SIP/Title I) <sup>b d</sup>	EL Fam Service Coordinator
Aide Duty Free/Noon Duty	Even Start Project Technician
Aide Eng. Lang. Educ. Fam. Service	Family Advocate
Aide Eng. Lang. Dev. (c d)	Family Health Service Assistant
Aide Even Start Reading	General District Assistant
Aide Opportunity	Preschool Teacher/Supervisor
Aide Preschool	Technology Instructional Assistant
Aide Sp Ed Preschool	
Aide Sp Ed	
Aide Sp Ed Personal Health	
Aide Tech Instructional	

**Irregular  
11-month  
Employee**

**Annual Assigned  
Training**

**Staff  
Development**

Position	Reg. Duty Days	8-hour day	6.0-hour day*	Total	Holidays
Attendance Clerk	197	1	1	199	12
Cafeteria Manager	184	1	1	186	12
Clerk Library	185	1	1	187	12
Clerk I	200	1	1	202	12
Clerk II, Sp Serv	200	1	1	202	12
Cook <sup>a</sup>	184	1	1	186	12
Cook, Lead	184	1	1	186	12
Cook, Utility	184	1	1	186	12
Courier	190	1	1	192	12
FS Delivery Driver	195	1	1	197	12
Health Clerk	193	1	1	195	12
Library Specialist	185	1	1	187	12
LVN	195	1	1	195	12
Program Asst	192	1	1	194	12
Project Spec	200	1	1	202	12
Secretary	200	1	1	202	12
Student Serv Clerk	197	1	1	199	12
Tech Support Asst	200	1	1	202	12

<b>12-month Employee</b>	<b>Annual Assigned Training</b>	<b>Staff Development</b>	<b>Total</b>	<b>Holidays</b>
<u>Reg. Duty Days</u>	<u>8-hour day</u>	<u>6.0-hour day</u>	<u>Total</u>	<u>Holidays</u>
236.5	*	*	236.5	14
Central Kitchen Mgr.		Head Custodian w/ Maintenance <sup>e</sup>		
Clerk II, Food Services		Head Custodian w/ Supervisory <sup>e</sup>		
Clerk II (M&O Dept)		Lead Grounds		
Comp Support Script Sp.		Maintenance		
Comp Support Tech		Secretarial Assistant <sup>e</sup>		
Custodian <sup>e</sup>		Technician		
Custodian w/ Maintenance <sup>e</sup>		Wiring Technician		
FS Support Assistant				
Grounds				
Head Custodian <sup>e</sup>				

6-hour staff development days shall be the two days prior to the first day of school, and one during the school year.

\* Already a Duty Day, Increase in hours if necessary to get to 6.0 hours total.

- a Cook hours are determined by allotment of meals served.
- b Teacher aide hour/days vary depending upon program needs. Any reduction below three (3) hours per day will be justified to CSEA by the Superintendent, upon written request.
- c Based upon student enrollment.
- d With site administrator approval, Instructional Aides may work one optional in-service day, prior to opening of school (number of hours to be same as number of hours worked during school year).
- e Includes floating holiday. Floating holiday is to be taken during one of the regularly scheduled work days. Twelve-month employees will take both of their floating holidays during non-student workdays.

## ARTICLE 7

### Hours and Overtime

#### **7.1 Work Day and Work Week**

The length of the work week and the work day shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours in the work day and minimum number of days in the work week.

7.1.1 A snow day is considered a regular work day for 12 month employees, regardless of school closure.

#### **7.2 Reduction in Assigned Time**

Any Reduction in assigned time shall be considered a layoff.

Notwithstanding Article 7.2, 7.19, or 8.1 the District may fill a vacant position with fewer hours. The impact of this decision shall not be subject to negotiation. This section shall not apply to positions six (6) hours or more.

#### **7.3 Adjustment of Assigned Time**

Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular assignment within classification for a period of twenty (20) consecutive working days or more at the District's direction, shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

#### **7.4 Meal Period**

A non-compensated meal period shall be provided all employees in the unit who render service of at least five and one half hour (5.5) consecutive hours. The length of the meal period shall be determined by the immediate supervisor, and shall be not less than thirty (30) minutes or more than sixty (60) minutes. The immediate supervisor shall assign the meal period to be taken as near the middle of the shift of the employee as possible, unless the employee and the immediate supervisor agree otherwise.

7.4.1 An employee required by the District to work during his or her meal period shall receive pay at the rate of time and one-half for all time worked during the normal meal period.

7.4.2 Meal periods may be waived in writing by mutual consent of the unit member and site administrator for employees who work less than six (6) consecutive hours. The written agreement shall state that the unit member and/or site administrator may revoke the agreement at any time. This revocation shall be in writing.

## **7.5 Rest Periods**

- 7.5.1 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 major fraction thereof, as scheduled by the employee's immediate supervisor.
- 7.5.2 Rest periods of a total of thirty (30) minutes in evening or special work shifts may be scheduled by the employee's immediate supervisor.
- 7.5.3 Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the employee.

## **7.6 Overtime and Compensatory Time**

- 7.6.1 Determination of pay or compensatory time off for overtime worked shall be by mutual agreement between the employee and his/her supervisor BEFORE the time is worked. All overtime hours or compensatory overtime shall be compensated at a rate of pay or compensatory time off equal to one and one-half (1-1/2) the regular rate of pay or time. Overtime or compensatory overtime is defined as any time worked in excess of eight (8) hours in any one day or any one shift or in excess of forty (40) hours in any calendar week. Less than eight (8) hour employees will be compensated at regular rate of pay or compensatory time hour to hour until the eight (8) hour day or forty (40) hour week is reached.

If compensatory time has been agreed to but not taken by an employee by the end of the school year in which the overtime was earned, the employee shall be compensated for the overtime in cash at the proper rate (1-1/2 or regular by no later than June 30 of that current school year).

- 7.6.2 All hours worked on holidays designated by this Agreement shall be compensated two and one-half (2-1/2) times the regular rate of pay.
- 7.6.3 The employee shall be responsible for turning in the compensatory time worked monthly during the timecard period in which the work occurred. Any compensatory time turned in after 30 days of date worked will not be accepted.
- 7.6.4 The employee may request to rollover compensatory time with mutual agreement by the District. Requests to rollover compensatory time must be received by the Human Resources Department in writing no later than May 15<sup>th</sup>.

## **7.7 Overtime, Extra Time and Flex Schedule Distribution Among Employees in the Bargaining Unit**

In distributing overtime, extra time and flex schedule work to employees in the bargaining unit within each classification and job site, the District shall consider seniority within the bargaining unit, qualifications of employees necessary to do the particular task for which overtime and extra time is being assigned, and the needs of District.

- 7.7.1 Flex Schedule: Unit members that on a volunteer basis shift their work week upon request by their supervisor to include a weekend shall be compensated at a rate of \$75 per weekend day worked in addition to their hourly rate. For example: A unit member that works a Tuesday-Saturday work week, would be compensated \$75 for their Saturday shift. The flex schedule shall state the unit member and/or supervisor may revoke the agreement at any time. This revocation shall be in writing.

## **7.8 Minimum Call-In Time**

Any employee in the bargaining unit called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hour's pay at the appropriate rate of pay under this Agreement and such pay shall continue to be paid in one-half (1/2) hour increments for any employee called in who works on the day called beyond two (2) hour.

## **7.9 Minimum Call-Back Time**

Any employee in the bargaining unit called back to work after completion of the regular assignment of hours shall be compensated for at least two (2) hour's pay at the appropriate rate of pay under this Agreement and such pay shall continue to be paid in one-half (1/2) hour increments for any employee called back who works on the day called beyond two (2) hour.

## **7.10 Right to Refusal**

Any employee in the bargaining unit shall have the right to reject any offer or request for overtime or call-back, on-call, or call-in time.

## **7.11 Substitute Employees**

Whenever possible, with the agreement of the site principal, substitute positions shall be filled by unit members currently employed at the school site where the substitute is needed and where the substitute would have been utilized.

## **7.12 Temporary Class Reassignment**

Whenever a unit member is assigned to work in a class which is at a higher pay range, the unit member shall receive pay at the step of the higher range which represents an increase in pay for the entire period worked in the higher class for that period of time. If the unit member receives a shift differential, the shift differential will be considered when placing on the step that provides an increase in pay.

### **7.13 Hourly Increase of Positions**

Except for the lay-offs and reduction in hours, if the hours for a specific position are increased, the increased hours shall be awarded to the person occupying that position. This provision shall not be read so as to preclude the establishment of new positions at the District's discretion.

### **7.14 Hours Worked**

For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked

### **7.15 Custodian Summer /Non-student Contact Days**

Twelve month employees will have the option with the agreement of the supervisor to work four (4) ten (10) hour days.

## ARTICLE 8

### Layoffs

- 8.1.1 In the event of a need to lay off or reduce hours of unit members, the District shall notify the Association of its intended action and, upon request, shall meet and negotiate concerning the impact of a layoff and the decision to reduce hours.

Notwithstanding Article 7.2, 7.19, or 8.1 the District may fill a vacant position with fewer hours. The impact of this decision shall not be subject to negotiation. This section shall not apply to positions six (6) hours or more.

### **8.2 Layoff Procedures**

- 8.2.1 Bargaining unit members shall be subject to layoff for lack of work or lack of funds. Whenever a bargaining unit member is laid off, the order of layoff within the class shall be determined by length of service. The bargaining unit member who has been employed the shortest time in the class, plus higher classification within the class, shall be laid off first. Re-employment shall be in the reverse order of layoff. "Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of employment or assignment to a class or grade lower than that in which the bargaining unit member has permanence, voluntarily consented to by the bargaining unit member, in order to avoid interruption of employment by layoff.

- 8.2.2 For purpose of this provision only, the term "class" and "higher classes" shall refer to those classes of this agreement in which the bargaining unit member has permanent status. Permanence is defined pursuant to the practice of the District (see attachment list of job classes).

#### 8.2.3

Options of Unit Members Notified of Layoff: The District shall notify a unit member whose position has been reduced or elimination that she/he may elect one of the following within five (5) working days of receipt of notice. Except for options (6) and (7), the following options are listed in priority order, and the unit member must select the first applicable option. The unit member has the right to select options (6) and (7) regardless of availability of other options listed:

(1) Select a vacant position in the same class which is equal in pay and number of hours of employment. A vacant position is a position which is unfilled and which the District intends to fill or a newly created position within the same class.

(2) Displace a less senior employee from a remaining position in the same class which is equal in pay and number of hours of employment.

(3) Select in another class a vacant position in which the employee has previously completed the probationary period, which has an equal amount of hours of employment, and for which the employee possesses the required licenses or certificated.

(4) Displace the least senior employee in another class from a remaining position in which the employee has previously completed the probationary period, which

has an equal number of hours of employment, and for which the employee possesses the required licenses or certificates.

(5) Select options (1) through (4), which have fewer number of hours of employment.

(6) Elect to be laid off.

(7) Elect a service retirement.

- 8.2.4 When a vacancy exists, a bargaining unit member may take a voluntary demotion or voluntary reduction in assigned time in lieu of layoff, provided that such bargaining unit member is qualified to perform the duties of the position, and provided further that the District approves such demotion or reduction in time. Such approval shall not be withheld by the District for arbitrary or capricious reasons.

### **8.3 Seniority**

- 8.3.1 District seniority shall be determined by date of hire as a probationary classified employee in a class. Length of service in a class shall be based on the date the unit member began working in the class as a probationary employee in a class. Thus if an employee works in one class he or she will obtain seniority in that class which is separate from seniority earned in another class if the employee moves from one class to another. Thus, an employee could have separate seniority in the food service class and the transportation class. Seniority is not based on date of employment in the District but is based on date of employment in a class. This date shall be adjusted for unpaid leaves in excess of thirty (30) calendar days other than unpaid illness leave, unpaid maternity leave, unpaid industrial accident leave, and military leave pursuant to Education Code §45297.

An employee who serves as a substitute or temporary in a higher class for more than 30 consecutive work days and is subsequently employed in the higher class in which he or she served as a substitute or temporary employee within two years of the final day of substitute or temporary service, shall have his or her seniority date adjusted to include the substitute or temporary service.

- 8.3.2 No seniority credit shall be earned during periods of separation from the service from the District, in excess of thirty (30) calendar days including layoff status and suspension without pay as a result of disciplinary action.
- 8.3.3 If two or more bargaining members have the same seniority in a class, seniority in that class shall be determined by date of hire as a probationary employee. If two or more bargaining members have the same date of hire as a probationary employee, seniority shall be determined by lot.
- 8.3.4 The seniority lists shall be posted at the end of each fiscal year, and normally forty-five (45) days in advance of a layoff. The Association shall receive a copy at the time of posting.

### **8.4 Notice of Layoff**

8.4.1 When, as a result of the expiration of a specially funded program, bargaining members' positions must be eliminated at the end of any school year, and bargaining unit members will be subject to layoff for lack of funds, the bargaining unit members to be laid off at the end of such school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and re-employment rights.

However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than forty-five (45) days prior to the effective date of their layoff.

8.4.2 When as a result of a bona fide reduction or elimination of the service being performed by any department, bargaining unit members shall be subject to layoff for lack of work, affected bargaining unit members shall be given notice of layoff not less than forty-five (45) days prior to the effective date of layoff, and informed of their displacement rights, if any, and re-employment rights.

8.4.3 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of bargaining unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by aforementioned subsections.

8.4.4 The layoff notice shall contain a statement of the effective date of layoff; a statement of "bumping," re-employment, and unemployment benefits rights; a statement of seniority posting information, and reason for the layoff.

## **8.5 Re-Employment and Other Rights**

8.5.1 Bargaining unit members laid off because of lack of work or lack of funds are eligible to re-employment for a period of 39 months and shall be re-employed in preference to new applicants. In addition, such bargaining unit members laid off have the right to apply and be interviewed for positions within the District during the period of 39 months.

8.5.2 Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than voluntarily be reclassified or reassigned, shall be granted the same rights as bargaining unit members laid off and shall retain eligibility to be considered for re-employment for an additional period of 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply.

8.5.3 Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the bargaining unit member, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitations of assigned time.

8.5.4 A bargaining unit member may refuse an offer of re-employment to a specific position for which eligible; however, refusal of two (2) offers of re-employment to the classification from which laid off shall automatically cause removal from the list and the loss of any re-employment rights.

- 8.5.5 A bargaining unit member presently receiving health and welfare benefits and who is laid off from the District may maintain the health and welfare benefits for a period of two (2) months from the last date of paid status.
- 8.5.6 Whenever a layoff occurs, subsequent vacancies within a classification affected by the layoff shall be filled first by assignment from within the class, then from the re-employment list, and then through promotion. If an employee from the recall list is considered to be equally qualified with a person not an employee of the District, the person from the recall list shall receive the appointment.
- 8.5.7 If the District utilizes substitutes, bargaining unit members who have been laid off will be used as substitutes at the substitute pay rate, if such bargaining unit members request placement on the substitute roster.
- 8.5.8 Offers of re-employment shall be made via the U.S. Mail Service, Certified Return Receipt, and shall include the specific position and/or hours being offered, the rate of pay, level of benefits, a current job description, and a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit and a place for the bargaining unit member's signature. Failure to return within ten (10) working days from date of service of offer of re-employment shall be deemed a refusal of that offer of re-employment.
- 8.5.9 Refusal of an offer of re-employment less than held at time of layoff shall not constitute a refusal of re-employment.

## **8.6 Retirement and Layoff**

Notwithstanding any other provision of law, any bargaining unit member who was subject to being, or was in fact, laid off for lack of work or funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate re-employment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If the bargaining unit member is subsequently subject to re-employment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

## **8.7 Miscellaneous Provision**

- 8.7.1 Upon re-employment from layoff, a bargaining unit member will advance to the next step on the salary schedule on the ensuing July 1.
- 8.7.2 In the event of reinstatement of a bargaining unit member on layoff or reduction, all sick leave accumulation shall be credited back to the bargaining unit member up to twenty-four (24) months of layoff.
- 8.7.3 The District has the right to direct the work force in order to provide services; and in providing such services, it is the intent that the utilization of non-bargaining unit persons will not result in the displacement of laid-off or reduced bargaining unit members, or the arbitrary or capricious denial of recall rights of bargaining unit members on the recall list.

## **8.8 Erroneous Layoff**

Any bargaining unit member who is erroneously laid off, in accordance with this Section, shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

## ARTICLE 9

### Wages and Allowances

#### **9.1 Regular Rate of Pay**

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided on the classified hourly wage schedule below

#### **9.2 Paychecks**

Regular paychecks of employees in the bargaining unit shall be itemized to include all deductions which can be entered by the District Business Office and can be processed on the computer being used by the District.

#### **9.3 Frequency--Once Monthly**

All employees in the bargaining unit shall be paid once per month, payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued the preceding workday.

#### **9.4 Payroll Errors**

Any payroll error in the District's Business Office resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued, not later than five (5) working days after the employee notifies the District Business Office of the error and it has been determined and certified by the District Business Office that the error did occur. Any error resulting in overpayment to any employee of the bargaining unit shall be adjusted no later than the next following regular payroll date.

#### **9.5 Special Payments**

Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, recomputation of hours, or other reasons other than procedural errors as set forth above, shall be made not later than the following regular payroll date after verification by the District Business Office.

## **9.6 Lost Checks**

Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced not later than ten (10) working days following the employee's verified request of the District Business Office for replacement of the check and determination and verification by the District Business Office of such loss or non-delivery.

## **9.7 Pay Increase**

The District shall make a lump sum payment of an agreed-upon retroactive wage increase resulting from this agreement or any amendments thereto within thirty (30) days of the agreement between the District and CSEA.

## **9.8 Initial New Hire Placement**

If at the initial salary placement the unit member is given an additional step based on outside school experience. Outside school experience must be verified in writing by the previous employer(s) by August 1<sup>st</sup> or within 30 calendar days of the signing of the unit member's employment contract. In order to receive credit the verification must include dates of service by school year (e.g. July 1-June 30), number of days worked per school year and number of required work days per school year. If proof of experience is not obtained, the unit member's salary shall be adjusted retroactively to the date of hire to a corrected salary placement without the credited experience.

## **9.9 Promotions**

Any employee in the bargaining unit receiving a promotion under the provisions of this agreement shall be moved to the appropriate range. Step placement of the new class shall insure an increase as a result of the promotion. Step placement will be made by the District considering unit members education and related experience.

(9.9.1) A permanent employee may return to their former classification, if they fail to make probation in a promotion. A 60-day evaluation is required on or before the 6-month probationary period.

## **9.10 Mileage**

Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the rate approved by the Internal Revenue Service. This amount shall be payable in a separate warrant drawn against District funds.

## **9.11 Expenses of Defense**

When a civil or criminal action is brought against an employee in the unit for an act or omission to act arising out of, or in the course of, the duties of that employee, which act or omission the District agrees is so related and arose out of the scope and course of the employee's duties, the District agrees to pay

the reasonable cost of counsel and appeal, if the District agrees to an appeal, if any, and, to the extent permitted by law, shall hold harmless and protect such employee from any financial loss resulting thereof.

### **9.12 Anniversary Dates**

Unit members shall have an anniversary date of July 1 and shall advance to the next step on the wage schedule on July 1 of the following year, completing one year of employment, provided he/she gained employment in the District prior to February 1. Anniversary date is used to calculate longevity and step increases.

For example:

Employee A is hired February 3, 2003 on Step 1. Employee A would move to Step 2 on July 1, 2004.

Employee B is hired January 30, 2003 on Step 1. Employee B would move to Step 2 on July 1, 2003.

### **9.13 Longevity**

Unit members that have completed 19 years of service shall receive an annual stipend of \$500 beginning their 20<sup>th</sup> year of service effective their July 1 anniversary date pursuant to Article 9.12. The stipend shall be paid annually in the unit members June paycheck. Unit member must be in active paid status in June to receive the stipend.

#### **9.14 Retirement Incentive**

Unit members with ten (10) years of service, that submit their retirement letter on or before February 1 of any school year will receive a one-time payment of \$500. Unit members will be eligible for the bonus upon completion of a full year of service. During any year a retirement incentive is offered, there will be no retirement bonus given.

#### **9.15 Classified Hourly Wage Schedule – Appendix A**

#### **9.16 Yard Duty Assignment**

Employees working as yard supervisors shall be compensated at their regular rate while performing yard duty.

#### **9.17 Pay for Presenter**

Pay classified members two (2) hours at \$21.05 per hour for each hour of presentation when presenting at district inservices. Such presentations are to be above and beyond the scope of normal job responsibilities.

#### **9.18 Field Trip Pay**

Unit members who willingly accompany groups or individuals students on overnight district sponsored activities and are selected by the district to perform such a role, shall submit a time card for working in the activity. The time card shall not exceed 8 hours per day at the unit member's current hourly rate. Additionally, the unit member shall receive a stipend equal to 4.5 hours at the unit member's current hourly rate for each night. Unit members returning after 8:00 p.m. on the day following an overnight district sponsored activity shall receive a stipend equal to 4.5 hours at the unit member's current hourly rate.

#### **9.19 Multiple Job Range**

Unit members who accept an increase in hours in a range higher than their current range will be paid at the step of the new range to insure an increase above the current salary placement. If the unit member is currently working in two ranges and the unit member accepts an increase in a third range, then the placement in the third range will be based upon the higher of the two current placements.

Unit members who accept an increase in hours at a range below their current range will be paid at the step which results in the same or at the step closest to the current salary placement. No increase in the hourly rate will result from this placement.

## **9.20 Shift Differential**

The following unit members shall have a 4.5% shift differential applied to their hourly rate of pay:

- Custodians with a shift start time of 12:00 pm or later that qualifies for a meal period as defined in Article 7.4
- Special Education/SEPHA Aides assigned to a Moderate/Severe classroom
- Preschool Aides with 12.0 or more ECE (Early Childhood Education) units
- Student Services Clerk assigned to a general education site serving junior high students (K-8 and 6-8) with increased attendance responsibilities.
- School Secretary assigned to a general education site serving junior high students (K-8 or 6-8) with higher ASB volume responsibilities.

Unit members with a regular duty schedule that encompasses a work day on the weekend will receive a 4.5% shift differential applied to their hourly rate of pay. Article 7.7.1, shall not apply to unit members with a regular duty schedule that encompasses a work day on the weekend.

## **ARTICLE 10**

### **Health and Welfare Benefits**

#### **10.1 Part-time employees working 6+ hours hired after October 30, 1992**

Part-time employees working six or more hours, but less than eight hours, will be allocated a pro-rata share of the health insurance CAP. For example, a six-hour employee will be allocated 75% of the District health insurance CAP.

#### **10.2 Part-Time employees working less than 6 hours beginning October 1, 2015**

Effective October 1, 2015, part-time employees working less than six (6) hours will have access to one health benefits plan; the plan that meets the minimum requirements of the Patient Protection Affordable Care Act. There will not be a district health insurance CAP contribution.

- 10.2.1 The total cost of the plan will be deducted from the employee's paycheck. If the employee's paycheck does not cover the total cost, the employee will be required to produce payment monthly by the first of each month. If payment becomes twenty (20) calendar days delinquent the employee will be dropped from the insurance plan.

#### **10.3 Medical, Dental, Life and Vision Insurance**

- 10.3.1 Medical, dental, and vision coverage shall be purchased on a composite rate structure.
- 10.3.2 Effective October 1, 2024, Medical, dental, life, and vision insurance cap will be \$13,000, for employees working 8.0 hours. Effective, October 1, 2025, Medical, dental, life, and vision insurance cap will be \$13,400.
- 10.3.3 Dental, life, and vision insurance cap will be \$2,000.00 for employees working 6-7.92 hours that do not elect to accept medical insurance.
- 10.3.4 The parties agree that the re-opener presently provided for wages includes the right to negotiate a change in the District's contribution to the Trust.
- 10.3.5 The District will provide an Employee Assistance Plan (EAP) at \$3.00 per month per benefited employee.
- 10.3.6 If enrolled in a HDHP (HSA eligible) plan, the district will contribute the difference between the employee cost and the district cap to a District Sponsored Health Savings Account on the employee's behalf.

#### **10.4 Benefit to Employees Ineligible for insurance CAP contribution for Health Coverage**

- 10.4.1 The District shall pay before June 1, \$500 to all permanent classified employees who have not been eligible for insurance CAP contribution (less than 6 hours) for health benefits and who have worked at least one hundred (100) days during the current school year.

This \$500 is ongoing funding and like the salary schedule, will be included in future negotiation for COLA increases.

## 10.5 PERS Retirement

### 10.5.1 PERS Retirement prior to age 55

Unit members who retire under the PERS are eligible to continue in the District's Health and Welfare Benefits, including medical, dental, vision and life insurance; providing such individuals make timely payments to the District for the costs of the premiums for such benefits. The cost of dependent coverage is the retiree's responsibility.

### 10.5.2 District Paid Health and Welfare Benefits

The District will contribute \$8,848.40 per year (for unit members that retired prior to June 1, 2023) or \$10,800 per year (for unit members that retire after June 1, 2023) for District health and welfare benefits which include health, dental, vision, and life insurance for any unit member (member only) who retires from PERS between the ages of 55 and the age he or she qualifies for Medicare and meets all of the requirements listed below:

- a. 15 years of service with the District
- b. Be enrolled in a District Health and Welfare Benefits at the time of retirement
- c. Continue to be enrolled in the District Health and Welfare Benefits while receiving this benefit listed above.
- d. Coverage must be uninterrupted from the time of retirement to receive the benefits listed above.
- e. No retiree health benefits for unit members who retire prior to age 55.
- f. Current retirees qualify.
- g. Retirement age must be within ten (10) years of Medicare eligibility age.
- h. When the age limit for Medicare eligibility is increased, the age for unit member eligibility will be increased to allow up to ten (10) uninterrupted years of benefits listed above.
- i. Subject to insurance provider rules, retirees shall have the same plan or choice of plans as active employees.

Payments shall terminate upon the retiree no longer being enrolled in a District health and welfare benefit and or Medicare eligibility, whichever occurs first.

10.5.3. The maximum District contribution for health and welfare benefits for retirees shall be adjusted by the same percentage as the contribution for active employees. Section 10.3.9 shall not apply to retiree health and welfare benefits.

## ARTICLE 11

### Holidays

#### 11.1 Scheduled Holidays

11.1.1 The District agrees to provide all employees in the bargaining unit with the following paid holidays, except as otherwise provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period:

Labor Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	Lincoln's Day
Day after Thanksgiving Day	Washington's Day
Admission Day	Memorial Day
Christmas Eve day	
Christmas Day	

The District agrees to provide all 12-month employees the following additional paid holidays:

Good Friday (to be taken during Spring Break)  
July 4<sup>th</sup>

Holidays shall be observed in accordance with the board approved calendar.

#### 11.1.2 Floating Holidays

All unit members will receive a floating holiday in lieu of Cesar Chavez Day. This floating holiday shall be taken, with mutual agreement of the employee and supervisor.

Floating holidays will be taken during regularly scheduled workdays. The District agrees to provide a substitute, when supervisor determines necessary, for a floating holiday taken while school is in session.

The District agrees to provide all 12-month employees with an additional floating holiday (to be taken when school is NOT in session). 12-month employees will take both of their floating holidays during non-student workdays.

Floating holidays cannot be carried beyond June 30 of the current school year.

#### 11.2 Additional Holidays

Every day for which employees in the unit qualify, declared by the President or the Governor of this State, as a public fast, mourning, Thanksgiving, or holiday, or any day declared a holiday by the governing Board or its successors, shall be a paid holiday for all employees in the bargaining unit who are eligible. The day of mourning shall be deemed to be a floating holiday as provided for in 11.1.1.

### **11.3 Holiday Eligibility**

Except as otherwise provided in this Section, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. The day of mourning shall be recognized when the officially designated “day of mourning” occurs during the employee’s contractual duty time allocation work day, as enumerated in Article 6.

### **11.4 Calendar**

Classified calendar shall be distributed to all employees in the bargaining unit on or before the first day of the new school year.

## ARTICLE 12

### Vacations

#### **12.1 Eligibility**

All employees in the bargaining unit shall earn paid vacation time under this Section. Vacation benefits are earned on a fiscal year basis (July 1 - June 30).

#### **12.2 Paid Vacation**

Except as otherwise provided in this Section, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned and shall be used by the employee in the bargaining unit before June 30th of the following year.

#### **12.3 Accumulation**

Calculation of vacation time for each position shall be prorated based on the hours and months of the position. Vacation days shall be recorded in hours.

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

##### ***Less than one year of service:***

Vacation is based on a proration of vacation earned by employees who have one to five years of service. Proration on a monthly basis as against ten days vacation for employees with one to five years of service.

##### ***Second through fifth year of service:***

Vacation days shall be earned at .87 per month.

##### ***Sixth through ninth year of service:***

Vacation days shall be earned at 1.25 per month.

##### ***Tenth year of service:***

Vacation days shall be earned at 1.33 per month.

##### ***Eleventh year of service:***

Vacation days shall be earned at 1.42 per month.

***Twelfth year of service:***

Vacation days shall be earned at 1.50 per month.

***Thirteenth year of service:***

Vacation days shall be earned at 1.58 per month.

***Fourteenth year of service:***

Vacation days shall be earned at 1.67 per month.

***Twentieth year of service:***

Vacation days shall be earned at 1.916 per month.

**12.4 Vacation Scheduling**

- 12.4.1 Vacations shall be scheduled at times requested by bargaining unit employees so far as possible within the District's work requirements.
- 12.4.2 The District will allow the securing of substitutes for each Maintenance and Operations position when he/she is on vacation
- 12.4.3 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, bargaining unit seniority, qualifications of the employees for the task to be performed, and the work needs of the District shall be considered in granting vacation preference to one employee over the other.
- 12.4.4 A holiday falling within a vacation period shall not constitute a vacation day.

**12.5 Interruption of Vacation**

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this agreement without a return to active service, provided the employee supplies a written request and supporting information to the District Office regarding the basis for such interruption or termination and provided further that the District Office approves such request. Approval by the District Office of such request cannot be unreasonably delayed.

## **12.6 Vacation Pay**

Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.

## **12.7 Vacation Benefits Upon Termination**

When an employee in the bargaining unit terminates for any reason, he/she shall be entitled to all vacation benefits earned and accumulated up to and including the effective date of the termination. Such vacation benefits shall be awarded in the form of vacation days to be used in the period available between notice of termination and effective date of termination whenever possible.

## **12.8 Vacation Postponement**

If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed and the District may grant such request in accordance with vacation dates available at that time, if any are available. The request shall be in writing and made to the District Office, or, if it is a case of emergency, the request may be made by phone, confirmed immediately thereafter in writing. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at this time, or may request to carry over his/her vacation to the following year, or he/she may elect to receive compensation for all vacation earned and accumulated during the fiscal year but unused due to the exercise of rights under this article.

## **12.9 Vacation Entitlement Upon Separation from District**

When a bargaining unit member separates from the District, they shall be entitled to all vacation benefits within the parameters of the collective bargaining agreement for benefits earned and accumulated up to and including the effective date of the separation. Such vacation benefits shall be awarded in the form of vacation hours to be used in the period available between notice of separation and effective date of separation, whenever possible, or will be paid out in the final paycheck.

## ARTICLE 13

### Leaves

#### **13.1 Bereavement Leave**

Unit members are entitled to five (5) days of leave of absence for a familial death as follows:

The following are the relationships to the unit member and/or the spouse that are covered:

Unit Member Relation	Spouse or Registered Domestic Partner Relation
Mother	Mother
Father	Father
Grandmother	Grandmother
Grandfather	Grandfather
Grandchild	Grandchild
Spouse/Registered Domestic Partner	
Son/Son-in-law	
Daughter/Daughter-in-law	
Brother/Brother-in-law	
Sister/Sister-in-law	
Aunt/Uncle	
Niece/Nephew	
Relative living in the immediate household	

No deductions shall be made from the salary of such an employee on account of such leave of absence. Proof of relationship and/or death may be required upon request.

#### **13.2 Jury Duty**

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. Any day during which an employee in the bargaining unit whose regular assigned shift commences at 4:00 p.m. or after and who is required to serve all or any part of the day on jury duty, shall be relieved from work with pay. These provisions apply only when the employee complies with the following three stipulations:

1. The employee must not be a litigant to the court action.
2. The employee must submit to the payroll department, site secretary, or program/department clerical support, their proof of verified service for jury duty for each day/partial day reported as Jury Duty on the employee's timecard.
3. The employee must submit to the Business Office any check or warrant received in payment for the court appearance or jury duty, exclusive of mileage and meal(s) reimbursement.

#### **13.3 Military Leave**

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of exercise of military leaves as defined in the provisions of Education Code §44800.

### **13.4 Leave of Absence for Illness or Injury**

An employee employed five (5) days per week by the Enterprise Elementary School District shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days which he/she is not required to render service to the District. Sick leave may also be used for care of members of the family including mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or of the registered domestic partner of the employee, and the spouse, son or daughter, sister or brother, son-in-law, daughter-in-law, aunt, uncle, nephew, niece, registered domestic partner or any relative living in the immediate household of the employee.

- 13.4.1 A classified employee employed for five (5) days a week and who is employed for less than a full fiscal year is entitled to that portion of the twelve (12) days leave of absence as the number of months employed bears to the twelve (12) days.
- 13.4.2 A classified employee employed less than five (5) days per week shall be entitled for a fiscal year of service to that portion of twelve (12) days as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 13.4.3 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 or injury. Credit for leaves of absence need not be accrued prior to taking such leave by the employee, and such leaves of absence may be taken at any time during the year. However, a new employee shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the Enterprise Elementary School District.
- 13.4.4 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 13.4.5 Employees are entitled to all provisions as provided under the Federal Family Medical Leave Act and Government Code Section 12945.2. Family Medical Leave shall be available and administered in accordance with federal and state law. Information concerning eligibility for such leave is available from the Director of Human Resources.

The District may require a medical doctor's written verification of the fact that the unit member was ill or injured and unable to perform the duties of his or her position, if the unit member is absent for three (3) consecutive work days or three (3) absences in any school year coinciding with the weekend or holiday. In addition, the unit member shall provide such medical verification before returning to work. Days missed, without physician verification, shall not be counted as personal necessity/day or sick leave, but as an unpaid leave of absence.

### **13.5 Industrial Accident and Illness Leave**

The benefits under this section will apply only to those employees who have served a minimum of six (6) continuous months in the Enterprise Elementary School District.

- 13.5.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 13.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation Laws of this state, exceed the normal wage for the day.
- 13.5.3 Allowable leave shall not be accumulated from year to year.
- 13.5.4 Industrial accident or illness leave will commence on the first day of absence.
- 13.5.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation made under Workers' Compensation.
- 13.5.6 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used. But, if an employee is receiving Workers' Compensation, the person shall be entitled to use only so much of the person's accumulated sick leave, accumulated compensating time, vacation, or other available leave, which, when added to the Workers' Compensation award, provides for a full day's wage.
- 13.5.7 This section shall, in all other respects, conform to Education Code §45192.

### **13.6 Break in Service**

No absence under any paid leave provisions of this section shall be considered as a break in service for any classified employee who is in paid status and all benefits accruing under the provisions of this agreement shall continue to accrue under the absence provisions of this agreement.

### **13.7 Personal Necessity Leave**

Any unit member may elect to use up to seven (7) days of his/her accumulated sick leave in any school year for purposes of Personal Necessity.

Personal Necessity shall be used for circumstances that the unit member cannot reasonably be expected to disregard and that require personal attention during hours of service.

Unit members will give reasonable advance notice to site administrators as circumstances permit. No advanced notice is required for the following:

- a. Death or serious illness of a family member (leave not covered in Article 13.1 or 13.4).
- b. Funeral (leave not covered in Article 13.1)
- c. Accident/emergency involving the unit member's person or property or the person or property of his/her immediate family.
- d. Parent, legal guardian or grandparent participation/attendance at school function, such as but not limited to, awards assembly, field trip, class event or sport game.
- e. Unforeseen personal and compelling circumstances over which the unit member has no control.

The unit member shall within ten (10) days after such leave, file a statement on a District form describing the conditions the member considered cause for personal necessity, and shall furnish such verification of proof as the District Superintendent or designee may require.

Personal Leave shall not apply to the floating holiday in lieu of Cesar Chavez Day; however, unit members shall comply with the “mutual agreement” provision of Article 11.1.2.

13.7.1 Personal Necessity Leave may be taken in no less than one-half hour increments.

### **13.8 General Leaves**

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms mutually acceptable to the Enterprise Elementary School District and the employee.

### **13.9 Personal Leave (No Tell)**

Unit members shall be entitled to use up to ten (10) days of personal leave (no tell). Personal Leave may be taken in no less than one-half day increments. Any Personal Days of more than 5 consecutive days are with site administrator approval and cannot be taken next to a holiday or break. Any personal leave days taken during the school year shall be charged against sick leave. Personal leave shall not be accumulated year to year. The first three days of personal leave taken in any school year shall be charged against sick leave but not against personal necessity leave. Any additional personal leave days shall be charged against both personal necessity and sick leave.

For instructional and school site planning purposes, reasonable advance notice will be provided to site administrator when more than two (2) days consecutively will be taken.

Personal Leave shall not apply to the floating holiday in lieu of Cesar Chavez Day; however, unit members shall comply with the “mutual agreement” provision of Article 11.1.1.

### **13.10 Education Leave**

The Superintendent or designee may grant paid Education Leave. Education Leave may be granted for up to fifteen (15) working days for the improvement of educational opportunities for unit members.

Requests for such leave must be submitted to the Superintendent in writing, include rationale and be received in the Superintendent's office no less than fifteen (15) days prior to granting of such leave. No Education leave granted sets a precedent for any other Education Leave. This will be applied in a uniform manner.

### 13.11 Catastrophic Leave

1. For the purposes of this article the following terms are defined as follows:
  - “Catastrophic Illness” or “Injury” means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member’s family (i.e. a spouse, child, mother or father of the unit member) which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member (i.e. a spouse, child, mother or father of the unit member), and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her Sick Leave, Vacation Leave, Comp Time and other paid leaves, excluding differential pay.
  - “Committee” is the committee consisting of two (2) CSEA representatives appointed by the CSEA President and two (2) District representatives appointed by the Superintendent.
  - “Day” is a calendar day.
  - “Bank” the account that holds all donated Eligible Leave Credits.
  - “Eligible Leave Credits” means Sick Leave accrued to the donating unit member.
    1. Eligible Leave Credits may be donated to a unit member for a catastrophic illness or injury if all of the following requirements are met:
      - a. The unit member who is, or whose family member is, suffering from a Catastrophic Illness or Injury requests that Eligible Leave Credits be donated and provides verification of catastrophic injury or illness as required by the committee.
      - b. The committee determines that the unit member is unable to work due to the unit member’s or his or her family member’s Catastrophic Illness or Injury
      - c. The unit member has exhausted all accrued paid leave credits.
      - d. Eligible Leave Credits may only be donated while the unit member is employed and may not be donated after a unit member has submitted a resignation or is within ninety (90) days of retirement.
  - “Bank Request Form” is the form that must be completed and submitted to the Human Resources Department in order for the Committee to consider the request.
  - “Bank Recipient” is a qualified unit member that is given Eligible Leave Credits from the Bank.
2. A unit member who has been continuously employed by the District for one (1) year and who has exhausted his/her entire balance of Sick Leave, Vacation Leave, Comp Time and all other paid leaves, excluding differential pay, if any, and who has been absent from work for twenty (20) consecutive working days (including time off from work on Sick Leave) due to an illness or injury which is not covered by Industrial Accident and Illness Leave or workers’ compensation leave, (the qualified unit member) is eligible for the benefits of this article. A unit member who is absent from work under the provisions of Industrial Accident and Illness Leave or workers’ compensation leave is not a qualified unit member under this article and is not eligible for the benefits of this article.
3. Upon completion and submission by the unit member of the Bank Request Form to the Human Resources Department, the Human Resources Department shall issue to all unit members a “call for donations” for Eligible Leave Credits. The “call for donations” shall not specify the name of the requesting qualified unit member. Unit members may, within ten (10) days of the issuance of the “call for donations,” respond thereto and request in writing that the Human Resources Department transfer to the Bank up to, but no greater than, five (5) days of Eligible Leave Credits

from the responding unit member to the Bank. A maximum of ten (10) days per school year per responding employee may be donated. The responding unit member must maintain a balance of 15 days of Sick Leave after responding to a “call for donations.”

- a. Unit members may also donate Eligible Leave Credits to the Bank when no requests are pending.
4. The Committee will meet to review the Bank Request Form. All four Committee members must be present and a decision shall be made by majority vote.
5. When a request is granted the dollar value of the Eligible Leave Credits of the responding unit member shall be calculated and translated into the appropriate amount of paid leave for the Bank Recipient based on the qualified unit member’s rate of pay.
6. A Bank Recipient may submit subsequent Bank Leave Request Forms, not more than once every thirty calendar (30) days.
7. All transfers of Eligible Leave Credit are irrevocable. If the Bank Recipient returns to work, then any leave credited to the Bank Recipient shall be returned to the Bank.
8. The maximum amount of time for which donated leave credits may be used is three (3) consecutive months.
9. The Bank Recipient shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this article.
10. A maximum of \$20,000 per school year will be paid by the District for any or all Catastrophic Leave used under this article. Upon payment of \$20,000 in any school year no more Catastrophic Leave will be provided and no more “calls for donations” will be issued. The District will not be required to compensate the Bank Recipient for committee approved requests that exceed the dollar value of the accumulated Eligible Leave Credits.
11. CSEA shall indemnify, protect and hold the District harmless from any and all claims, expenses, demands, causes of action, liability, loss or injury of any kind or nature whatsoever arising out of or relating to any alleged or actual misinterpretation, violation or misapplication of this program.
12. All decisions the committee as described in this article are final and such decisions are not subject to the grievance procedure.

### **13.12 Involuntary Transfers**

- 13.12.1 An involuntary transfer may be made at any time in the best interests of the District, provided such a transfer is not made for punitive, arbitrary, or capricious reasons.
- 13.12.2 A unit member, upon request, will be provided with the opportunity to discuss the transfer with the appropriate administrator. If the unit member is not satisfied with the results of this meeting, the unit member may request a meeting with the Superintendent.
- 13.12.3 An involuntary transfer shall not change the unit member's regular salary rate or benefits.

### **13.13 Lateral Transfers**

- 13.13.1 Will be resolved as follows: When an existing position becomes vacant, the District shall first offer the opportunity to transfer to such position to unit members serving in the same classification.

The District may elect not to honor a request for lateral transfer.

Such election shall be sustained only if it can be demonstrated that the pending transfer would have a negative effect on either the current or new work site.

All such vacancies shall be posted by the District for not less than 5 working days at all work locations prior to being filled. A unit member in the classification being posted, who is seeking a lateral transfer, may apply by filling out the appropriate bulletin job posting. This written notice will be submitted to the Human Resource Department. If more than one employee wishes to be transferred to a particular vacancy, qualifications being otherwise equal, seniority within the unit and the needs of the District's program shall be considered in determining who shall receive the transfer. (See Article 4.1.1.)

13.13.2 For unit members classified as aides, the District shall allow one lateral transfer and thereafter may advertise the vacancy for applications from outside the unit. However, at the end of the school year the District will declare the vacancies filled from outside the unit to be open for lateral transfers pursuant to the above provisions.

13.13.3 This section shall be applied in accordance with all Federal and State laws.

13.13.4 Any employee on leave or off for the Winter, Spring, or Summer recess during the period of the posting who wishes to be notified to a non-district email address must give written notice to the Human Resources Department and shall be emailed the bulletin on the date the position is posted.

13.13.5 An employee on leave shall have the right to have CSEA apply for the transfer in his/her behalf.

13.13.6 With the consent of the two site administrators and the Superintendent, any two unit members may choose to exchange positions of the same classification and equal hours. Such requests shall be made in writing.

\* This section shall automatically be removed from Article 13 and be of no further force and effect at midnight on June 30, 2022. Either the District or CSEA may open negotiations to discuss future implementation of the section.

13.13.7 If the result of a lateral transfer is an increase in hours that moves the employee within their classification from non-benefited (Less than 6 hours) to benefited status (6 hours or greater), the administrator/supervisor has a 60 working days' grace period to determine if the transfer is a good fit. The administrator/supervisor will give feedback on performance and any areas of improvement within 30 working days in writing on a feedback form. If it is not a good fit the employee shall return to their former hours.

### **13.14 Medical Transfer**

The District will attempt to transfer an employee to alternate work for which the employee is qualified when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class.

### **13.15 Transfer and Selection Guidelines**

1. Job Announcements shall be posted on the District website and emailed to each unit member's district email account. A copy of each Job Announcement shall also be printed and posted on the designated classified bulletin board by the Site Secretary or designee at each site.
2. Posting to be open for 5 days. The definition of a day is any day the District Office is open. The Job Announcement with all required application material must be received in the District Office no later than the closing time listed. For benefited positions, the Job Announcement will be posted within 30 days of Board action of the vacancy.
3. Job Announcement to contain the following information:
  - A. Closing date, lateral transfer information, employee applicant may include documents of preference from his/her own personnel file.
  - B. It shall be noted on the Job Announcement that applicants are required to submit a completed and signed job application.
  - C. It shall be noted on the Job Announcement that submitting a resume is optional but recommend.
4. Unit member applicants may request assistance in the preparation of resumes and other application material from the Human Resources Department.
5. The following selection process will be followed as a minimum. Applicant consideration shall be considered in the following order: Lateral, Internal (current district permanent employee), External (non-district permanent employee). Additional steps including testing for specialized skills and knowledge, reference checking, etc., maybe added at the discretion of the District.
  - A. Five day posting
  - B. Paper screening
  - C. Panel Interview
6. Each unit member who participates in any selection process must complete district training and sign the confidentiality statement prior to participation in the process.
7. During school breaks, any unit member who wishes to be notified of job openings must give written or email notice to the Human Resource Office. The unit member shall then receive notice of openings by email. Such openings shall also be posted on the District website and available at the District Office. An employee on leave shall have the right to have CSEA apply for the transfer in his/her behalf.
8. Unit applicants or unit representatives may inquire at any time regarding the progress of the selection process for which they are applying.

## ARTICLE 14

### Grievances

#### **14.1 Definitions**

- 14.1.1 A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by a violation of the specific provision of this Agreement.
- 14.1.2 A "grievant" may be CSEA or any classified employee(s) of the unit covered by the terms of this Agreement.
- 14.1.3 A "day" shall be any day that the District Office is open for business.

#### **14.2 Procedures**

- STEP 1: Before filing a formal, written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.
- STEP 2: In the event a grievance cannot be settled in this informal manner, the grievant shall present his/her grievance in writing to his/her immediate supervisor within five (5) days after the informal conference. The immediate supervisor shall communicate his/her decision, in writing, to the grievant and to CSEA within ten (10) days after receiving the written grievance. If no response is made within the time limit, the grievant may proceed to the next step.
- STEP 3: In the event that the grievance is not decided to the satisfaction of the parties, it may be appealed to the Superintendent or designee within ten (10) days after the decision has been rendered. Upon the request of either the grievant or the superintendent or designee, a conference concerning the grievance shall be scheduled within ten (10) days of the receipt of the appeal. The Superintendent or designee shall communicate his decision in writing to the grievant and CSEA within ten (10) days after the receipt of the appeal or the conference, whichever is later. If no response is made within the time limit, the grievant may proceed to the next step.
- STEP 4: If the grievance is not resolved at Step 3, CSEA may within ten (10) days after the decision by the Superintendent or designee was due or rendered, request that the grievance be submitted to mediation. Within 10 days, the parties will attempt to agree upon a mediator. If an agreement on a mediator is not reached, the parties shall, within 5 days, request the California Mediation and Conciliation Service to assign a Mediator to attempt to resolve the matter. If the mediation is not held within 90 days, either party may proceed to Step 5.
- STEP 5: In the event the grievance is not resolved at Step 4, CSEA may within five (5) days submit a request in writing to the Superintendent or designee for advisory arbitration of the dispute.

The grievant and the District shall attempt to agree upon an advisory arbitrator. If no agreement can be reached, they shall request the Office of Administrative Hearings or the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until one name remains. The remaining panel member shall be the advisory arbitrator. The order of the striking shall be determined by lot.

The fees and expenses of the advisory arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them. The advisory arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted to him. If the parties cannot agree upon a submission agreement, the advisory arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. The advisory arbitrator will have no power to add to, subtract from, or modify the terms of this agreement or the written policies, rules, regulations and procedures of the District. After a hearing, and after both parties have had an opportunity to make written arguments, the advisory arbitrator shall submit in writing to all parties his findings and recommendations.

STEP 6: The Board of Education, alone, has the power to render a final and binding determination of a grievance. The recommendation of the advisory arbitrator shall only be advisory; and if, upon review, the Board of Education determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence.

### **14.3 Conclusion**

Before a final decision is rendered at any of the above steps, CSEA shall be given a copy of the grievance and the proposed decision and shall have a reasonable time to comment thereon.

## **ARTICLE 15**

### **Safety**

#### **15.1 Compliance with OSHA**

To the extent that it can, within fiscal and logistic constraints, the District shall comply with the provisions of the California Occupational Safety and Health Act, as amended, and regulations relating thereto.

#### **15.2 Working Conditions**

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or wellbeing. Any District required safety equipment or gear shall either be provided at no cost to the employee or the employee will be reimbursed the full cost of equipment or gear with prior Administrator/District approval upon submission of required receipts. The employee will be required to return all District paid gear and equipment upon separation with the District.

#### **15.3 Notification of Unsafe Conditions**

Employees are required to report in writing to their immediate supervisor such unsafe hazardous conditions immediately upon their knowledge of same.

#### **15.4 California Fire Code**

Neither the employer nor employee shall knowingly violate the provisions of the California Fire Code.

#### **15.5 Promulgation of Safety Rules**

The District shall be responsible for the promulgation of safety rules for all classified employees.

#### **15.6 Enforcement Authority**

The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act of 1973. Enforcement and rule making authority is lodged with the Department of Industrial Safety. The Department of Industrial Safety has jurisdiction for inspection and enforcement of standards; therefore, any disputes arising to employees' safety will be exempted from the grievance process.

#### **15.7 Non-Discrimination**

No employee shall be discriminated against as a result of reporting any condition to be a violation of this Section.

#### **15.8 Drug & Alcohol Free Workplace**

To ensure that all employees are in compliance of Board Policy and that all employees as well as students have access to a safe environment, if there is reasonable suspicion that an employee is under the influence of drugs and/or alcohol the Superintendent or designee will require that the employee undergo a drug and/or alcohol test to ascertain if the individual is illegally under the influence.

For purposes of this article reasonable suspicion will be defined as “objective suspicion by a rational person based on specific facts and/or circumstances.”

#### 15.8.1 Testing

- a. Pre-Employment - employees whose jobs require that they pass drug and alcohol tests for licensure or drive District vehicles must pass a pre-employment test and will be automatically placed in a random testing pool.
- b. Random Testing – employees are subject to random testing when the Superintendent or designee has reasonable suspicion that the employee may be under the influence of drugs and/or alcohol while on District property or while conducting work for the District off the premises.

Circumstances that may lead to random testing include but are not limited to direct observation of use or the manifestations of such use, including slurred speech, dilated pupils, erratic behavior, serious deterioration of work performance or a report of specific use, possession or sale.

- a. Employees who are subject to testing due to reasonable suspicion will be accompanied to an offsite facility for the testing. The employee will have the option to consult with a union representative prior to testing as long as the consultation with the union will not cause a delay in getting the test completed as the testing is time sensitive. If a union representative is not readily available, then the employee may elect to have a coworker be present during any questioning and/or discussion.
- b. Any tests that indicate the presence of drugs or alcohol shall be verified by a state licensed and certified testing facility using a split sample collection process. Testing will be at the expense of the District. An employee who has a negative test will be immediately able to return to work and will be compensated at their regular rate of pay for any work time missed due to the required testing.

## **ARTICLE 16**

### **Staff Development**

#### **16.1 CPR Training**

First Aid and CPR training will be provided at no cost to the employees if the training is required by the employee's job description. If the training is taken during non-work time the employee will be compensated at their hourly rate.

In addition the following positions will require CPR and First Aid: Special Education Aide, Preschool Teacher, Preschool Aide, Cafeteria Manager, Behavior Technician Aide, Head Custodian with Maintenance and Supervisory

#### **16.2 Initial and Renewal Training**

CPR and First Aid training will be completed within first thirty (30) working days in a position requiring certification.

Renewals will be completed within a renewal period (no less than 60 days) designated by the District corresponding with the beginning of the school year in which the employee's certification expires. Employees that do not attend the offered courses during the renewal period will be responsible for completing the training on their own time at their own cost.

The District will notify employees of the need and means to complete this training annually via letter correspondence.

#### **16.3 Expired Certification**

Employees required to maintain a CPR and First Aid certification that allow their certification to expire will be placed on unpaid leave and may be subject to disciplinary action under the Classified Discipline Board Policy.

#### **16.4 Before School Staff Development (Funded by Supplemental and Concentration Grant Funding)**

All unit members with less than 6 hours of duty time allocation shall be increased and required to work a total of 6 hours each day for the two days of work prior to the first day of school. This increase in work time will be for staff development and/or collaboration designed to increase or improve services for students.

## **16.5 Staff Development (Funded by Supplemental and Concentration Grant Funding)**

All less than 12-month unit members shall have one 6.0-hour staff development day. The staff development day shall be identified on the board approved school year calendar. This increase in work time will be for staff development and/or collaboration designed to increase or improve services for students.

## **16.6 Staff Development Absence**

Absence from staff development in Section 16.4 and 16.5, shall follow the normal leave guidelines, but be exempt from taking leave from staff development for purposes of Personal Leave (No Tell) or as a Floating Holiday.

If a part-time (under 6 hours) unit member has a second job which conflicts with their attendance at the staff development day, the unit member has a choice to use available leave or attend a make-up session. One make-up session will be offered each school year. Requests for a make-up session must be requested in writing prior to the missed staff development session. Proof of second job must be provided.

## **16.7 Annual Assigned Training**

All less than 12-month unit members shall be paid for 8.0 hours to complete annual assigned training to be completed at the unit members discretion outside of their regular paid work hours by the District identified due date. Completion by the District identified due date will be paid in the September payroll.

## **ARTICLE 17**

### **Severability**

#### **17.1 Savings Clause**

If during the life of this agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the Enterprise Elementary School District which shall render invalid or restrain compliance with or enforcement of any provision of this agreement, such provisions shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this agreement shall not invalidate any remaining portions which shall continue in full force and effect.

#### **17.2 Replacement for Severed Provision**

In the event of suspension or invalidation of any Section or Article of this agreement, the parties agree to begin meeting and negotiating within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Section or Article.

## ARTICLE 18

### Completion of Meet and Negotiations

#### **18.1 Scope of Agreement**

This agreement constitutes the entire agreement between the parties and concludes meet and negotiations of the agreement on any subject, whether included in this agreement or not, for the term of this agreement. This does not preclude the possibility of further meet and negotiations sessions when both parties mutually agree that such sessions are necessary and/or useful.

#### **18.2 District Reorganization**

The representational status of CSEA and effect of this agreement during its term, in the event of any unification, unionization, annexation, merger or de-unification, or change of District boundaries or organization shall be as determined pursuant to the rules and regulations and decisions of the PERB and courts of competent jurisdiction. This agreement shall be binding upon any succeeding governing board of this District during its term.

#### **18.3 Reopeners**

Notice for intention to reopen negotiations for the above purpose of reopeners shall be given no later than April 15 of the preceding fiscal year. Upon notification, the parties shall begin negotiations thereon by May 15 of said preceding fiscal year. Except for years in which the contract expires, contract re-openers shall be limited to compensation and two articles of each parties choosing.

#### **18.4 Me Too**

If another bargaining unit negotiates a change in compensation for a CSEA contract period that has been closed, the District and CSEA agree to come back to the table to consider negotiating a similar change.

## **ARTICLE 19**

### **Personal Growth**

The Enterprise District shall pay for the completion of college units under the guidelines listed below:

- 19.1 \$200 per year, and in each succeeding year, will be paid for every 10 college units completed, up to a maximum of 60 units.
- 19.2 One payment will be made annually, included in the September payroll warrant for units completed as of June 30 of the preceding year.
- 19.3 Proof of unit completion (grade cards, report cards, transcripts, etc.) must be submitted to the Personnel Department no later than August 30.
- 19.4 Units must be from an accredited institution and job related or leading toward a degree (Associate or beyond).
- 19.5 These provisions are effective for units begun after July 1, 1992, and are pre-approved job related units or leading towards a degree. There will be no retroactive payment for units obtained prior to the 1992-93 school year.
- 19.6 Unit members must be in active paid status for the September payroll warrant in order to receive the annual stipend.

## ARTICLE 20

### Bus Driver Provisions

#### **20.1 Joint Committee**

A joint committee composed of two unit members appointed by CSEA and two management employees appointed by the District may meet at least twice annually in order to discuss matters of mutual concern regarding bus driver terms and conditions and implementation and application of the Transportation Manual. Additionally, management and/or unit members may attend at the written request of the committee.

#### **20.2 Standby Time**

- 20.2.1 Bus drivers on special trips, including, but not limited to, athletic events, field trips, and curricular trips, who are required by the District 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 until relieved by the bus supervisor, through advance notice, or the trip supervisor at the site of the event. Whenever any combination of driving and standby hours in a day exceeds the established work day as outlined in Article 7, Section 7.1, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular pay rate.
- 20.2.2 Notwithstanding any other provisions of this Agreement, if a special trip requires an overnight stay, the Enterprise Elementary School District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning.
- 20.2.3 Drivers assigned to an out of town trip that leaves on a Friday and returns on Sunday are guaranteed a minimum of eight (8) hours pay for Saturday, at the appropriate rate for any trip that requires an overnight stay.
- 20.2.4 Upon prior written approval by the District, time during which a bus driver is on an out-of-town field trip shall be compensated at the appropriate rate of pay; provided, under no circumstance, shall the paid time exceed sixteen (16) hours in any one work period. Drive time will not exceed ten (10) hours (within the 16 hour work period) per the California Code of Regulations (Motor Vehicle Code). Maximum drive time shall be automatically adjusted if there is a change to the California Code of Regulations (Motor Vehicle Code).

#### **20.3 Special Trip Assignments**

Special trip assignments shall be distributed and rotated as equally as possible among bus drivers in the bargaining unit in keeping with the District offered transportation program and the needs of the District.

See Section 7.7 Overtime and Extra Time Distribution Among Employees in the Bargaining Unit

## **20.4 Vehicle Unavailability**

Whenever, as the result of the unavailability of appropriate District vehicles due to mechanical or other malfunctions, a bus driver regularly scheduled to work is unable to work, he/she will receive pay at the rate he/she would have received for working that day provided the employee reports to the immediate supervisor for work and is assigned alternate duties to be performed in lieu of his/her primary duty.

## **20.5 Substitute Employees**

Whenever possible, based on District needs, with the agreement of the transportation supervisor/administrator, substitute bus driver positions shall be filled by current bus drivers when the substitute is needed for a position of greater hours than the unit member currently holds. For example: A five (5) hour bus driver would be, whenever possible, offered an eight (8) hour substitute position.

## **ARTICLE 21**

### **Job Description Review**

The District and CSEA will annually form a committee for the purpose of reviewing job classifications.

- 21.1** The study shall be an in house study with only minimal cost to the District.
- 21.2** CSEA and the District will both identify two committee members to serve on the committee.
- 21.3** The District and CSEA will each have the ability to identify one position for consideration by the committee.
- 21.4** The committee will meet and adhere to the following timelines/deadlines:
  - 1. CSEA and the District will inform one another what position they have selected for the study committee by October 1<sup>st</sup>.
  - 2. The questionnaire will be utilized by the committee to identify the essential functions of each position's job description for the administration of the Americans with Disabilities Act. The committee will work through the study and present its findings and recommendations to the District and CSEA collective bargaining unit teams by February 1<sup>st</sup>.
  - 3. The bargaining team will review the findings and recommendations of the committee and issue its decision and any agreement (if warranted) by May 1<sup>st</sup>.
  - 4. CSEA will ensure they have met any CSEA unit approval requirement for any signed agreements prior to the June Board Agenda deadline.
  - 5. The Enterprise Elementary Governing Board will receive and issue its decision at the June Board meeting.

**ARTICLE 22**

**Reclassification and Range Change**

The District and CSEA can mutually agree to evaluate either an individual for reclassification or job classification for a range change.

## **ARTICLE 23**

### **Term**

This contract shall be in effect from July 1, 2022, and remain in full force and effect up to and including June 30, 2025 and the agreement thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than April 15th of its request to modify, amend, or terminate the agreement.

# APPENDIX A

**\*\* Classified Hourly Wage Schedule**

ENTERPRISE ELEMENTARY SCHOOL DISTRICT  
2024-2025  
3% increase over the 2023/2024 Salary Schedule Effective July 1, 2024

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>	<u>Step 14</u>	<u>Step 15</u>
B	\$18.00	\$18.20	\$18.39	\$18.90	\$19.47	\$19.47	\$19.47	\$19.47	\$19.47	\$ 20.70	\$ 20.70	\$ 20.70	\$ 20.70	\$ 20.70	\$ 21.74
C	\$18.28	\$18.90	\$19.57	\$20.29	\$21.06	\$21.06	\$21.06	\$21.06	\$21.06	\$ 22.81	\$ 22.81	\$ 22.81	\$ 22.81	\$ 22.81	\$ 23.96
D	\$19.06	\$19.78	\$20.70	\$21.84	\$23.18	\$23.18	\$23.18	\$23.18	\$23.18	\$ 25.03	\$ 25.03	\$ 25.03	\$ 25.03	\$ 25.03	\$ 26.29
E	\$19.83	\$20.86	\$22.25	\$24.00	\$26.11	\$26.11	\$26.11	\$26.11	\$26.11	\$ 27.86	\$ 27.86	\$ 27.86	\$ 27.86	\$ 27.86	\$ 29.25
F	\$20.86	\$22.15	\$23.95	\$26.27	\$29.10	\$29.10	\$29.10	\$29.10	\$29.10	\$ 30.75	\$ 30.75	\$ 30.75	\$ 30.75	\$ 30.75	\$ 32.28
G	\$22.15	\$23.95	\$26.21	\$28.94	\$32.14	\$32.14	\$32.14	\$32.14	\$32.14	\$ 33.68	\$ 33.68	\$ 33.68	\$ 33.68	\$ 33.68	\$ 35.37

RANGE B Aide CIA, Aide ELD, Aide ELE Family Service, Aide Even Start Reading, Aide Opportunity, Aide Preschool, Courier

RANGE C Aide ACE, Aide Cafeteria, Aide Special Education, Aide Special Education Personal Health, Aide Behavior Technician, Aide Technology Instructional, Clerk I, Cook, Even Start Project Technician, General District Assistant, Library Clerk, Special Education Preschool Aide, Utility Cook

RANGE D Attendance Clerk, Campus Safety, Clerk II, Custodian, Family Health Services Assistant, Health Clerk, Lead Cook, Library Specialist, Food Service Delivery Driver, Project Intervention Asst., Secretarial Asst., Student Services Clerk, Technology Instructional Asst.

RANGE E ACE Site Facilitator, Cafeteria Manager, Clerk II Food Services, Custodian with Maintenance, Family Advocate, Head Custodian, Project Specialist, Project Assistant Specialist, Technician

RANGE F Bus Driver, Central Kitchen Manager, Grounds, Head Custodian w/ Maintenance, Head Custodian w/ Supervisory, Program assistant, Secretary, Technology Support Assistant

RANGE G Computer Support Scripting Specialist, Computer Support Technician, Lead Grounds, Food Services Support Assistant, LVN, Lead Bus Driver, Maintenance, Preschool Teacher/Site Supervisor, Wiring Technician

**Longevity Stipend**

20 Years of Service \$500 paid annually in June

Board Approved: 11/06/2024