

GATEWAY UNIFIED SCHOOL DISTRICT

4411 Mountain Lakes Boulevard
Redding, California 96003

Contract Agreement

for

Classified Employees

California School Employees Association
Chapter #696

Board Approved: 10/2024

July 1, 2022 – June 30, 2025

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ARTICLE I
AGREEMENT

- 1.1 This is an Agreement made and entered into this first day of July, 2022, by and between the Gateway Unified School District (hereinafter referred to as "District"), and Chapter #696 of the California School Employees Association (hereinafter referred to as "Association"). *Rev. 06/21*
- 1.2 This successor agreement shall be from July 1, 2022 through June 30, 2025, with openers each year for compensation and two current or proposed articles. *Rev. 06/21*

Rev. 06/21

ARTICLE II

RECOGNITION

- 2.1 The District confirms its recognition of CSEA as the exclusive representative for the unit of classified employees recognized by the District per its resolution adopted at the meeting of the governing Board on August 12, 1991.

ARTICLE III
DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.
- 3.2 The District's exercise of its powers, rights, authority, duties and responsibilities; the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with law.
- 3.3 It is also agreed and understood that no grievance shall be filed solely on the basis of an alleged violation of this Article.

ARTICLE IV
ORGANIZATIONAL SECURITY

- 4.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual employees without restricting CSEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities, pursuant to applicable law and court decisions.
- 4.2 Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.
- 4.3 No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.
- 4.4 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such employee shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to a nonreligious, nonlabor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.
- 4.5 Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.
- 4.6 CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District for employees in the bargaining unit.
- 4.7 The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the District. Such authorizations shall remain in effect until expressly revoked in writing by the employee.
- 4.8 The District shall, without charge, pay to CSEA within fifteen (15) days of the deduction all sums so deducted, except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this agreement.
- 4.9 Along with each monthly payment to CSEA, the District shall, without charge, furnish CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.

- 4.10 Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.
- 4.11 The District shall immediately notify the CSEA Chapter Treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
- 4.12 The District shall deduct and pay to CSEA service fees for each bargaining unit employee who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the District that the employee is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions pursuant to Education Code Section 45168.
- 4.13 The Association shall indemnify and hold the District harmless against any and all claims, demands, or liabilities asserted by an employee that arise in connection with the service fee provisions defined herein. The Association shall fully and promptly pay the District for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, whether formal or informal, which are actually brought, or attempted or threatened to be brought, against the District or any of its agents, or employees, in connection with the interpretation, application, administration or enforcement of any Section in this Agreement pertaining to service fee. Such costs shall include, but not be limited to, court costs, litigation expenses, and attorney's fees incurred by the District.

ARTICLE V

EVALUATIONS

5.1 Probationary Employees

- 5.1.1 Evaluations for all probationary employees of the unit may be performed up to twice a year at the District's discretion. Evaluation Tool (Appendix D) *Rev. 05/18*

5.2 Permanent Employees

- 5.2.1 Bargaining unit members shall attain permanent status after 130 days of paid service with the District. *Rev. 05/23*
- 5.2.2 Performance evaluations for all permanent employees shall be completed every other fiscal year and shall be submitted no later than May 1 of the year in which the employee is evaluated. (See Appendix D.) The permanent employee to be evaluated and the evaluator may in writing agree to waive completion of the evaluation during any fiscal year.
- 5.2.3 The evaluator shall be the employee's immediate supervisor.
- 5.2.4 If an employee is assigned to more than one immediate supervisor, each shall collaborate on the completion of the written evaluation.
- 5.2.5 The evaluator shall discuss each written evaluation with the employee and shall provide the employee with a copy.
- 5.2.6 Any negative written performance evaluation shall include recommendations for improvement in cited deficiencies.
- 5.2.7 The employee shall have the right to respond to negative written performance evaluations in accordance with Section 5.3.3.
- 5.2.8 The evaluation shall not be based on nonverifiable or unsubstantiated information.
- 5.2.9 Any employee who has reason to question any aspect of her/his performance evaluation has the right to request, within thirty (30) calendar days, a review of the evaluation by the Superintendent or designee. The employee is entitled to CSEA representation during this review.
- 5.2.10 No evaluator shall base any comment or rating in any way upon an employee's participation in CSEA activities.

Rev. 05/23

5.3 Personnel Files

- 5.3.1 A unit member may inspect material in the official personnel file which may serve as a basis for affecting the employment status of the unit member except materials which:
- (a) were obtained prior to the unit member's employment.
 - (b) were prepared by identifiable examination committee members, or
 - (c) were obtained in connection with a promotional examination.
- 5.3.2 A unit member may inspect such materials in the personnel file, with the exception of the above specified items, during the normal business hours of the District at times other than when the employee is required to render service. Such inspection shall take place under the supervision of a District administrator or designee.
- 5.3.3 No materials of a derogatory nature, except the above specified items, may be placed in a unit member's personnel file without allowing the employee an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, the unit member's own comments. The review and comment upon materials of a derogatory nature shall take place during the employees' regular work hours. The employee shall submit a request in advance to the immediate supervisor to leave the normal place of work during assigned duty times for such review and comment. The employee may have a representative accompany her/him during such inspection of materials in the personnel file.
- 5.3.4 All material placed in an employee's personnel file shall be dated and signed by the contributor.
- 5.3.5 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.
- 5.3.6 At the request of the employee, all derogatory materials, excluding the evaluation form and attached documents, shall be removed from the employee's personnel file and destroyed after remaining in the file for a period of two (2) years.
- 5.3.7 Nonverifiable or unsubstantiated information shall not be placed in an employee's personnel file.

ARTICLE VI

HOURS OF EMPLOYMENT AND OVERTIME

6.1 Work Week and Work Day

6.1.1 Full-time employment within this representation unit consists of a forty (40) hour work week rendered in units of eight (8) hours. The work week shall consist of up to five (5) consecutive work days, Monday through Friday, for all employees rendering service averaging four (4) hours or more per day during the work week. The normal work week shall be Monday through Friday. However, the District may establish a work week of Tuesday through Saturday for employees hired after July 1, 1992, or hired prior to July 1, 1992, by mutual agreement with employees, or agreement with the Association

6.1.2 The work day and work week for all unit members shall be established by the District. The Superintendent or designee reserves the right to modify the work hours of any classified CSEA member by not more than one (1) hour. Any change in the work hours of more than one (1) hour shall be negotiated with CSEA. The District shall provide a 30 day notification prior to any change taking place unless agreed upon by CSEA.

Rev. 07/13

6.1.3 The District shall not modify a work shift or a work schedule for purposes of avoiding the payment of overtime.

6.1.4 A part-time employee who is assigned by the District to work a minimum of thirty (30) minutes per day in excess of her/his regular assignment for a period of twenty (20) consecutive working days or more, shall have the basic assignment changed to reflect the longer hours of the assignment.

6.2 Overtime/Compensatory Time

6.2.1 Overtime compensation shall be provided employees who are directed by their immediate supervisor to work in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in any workweek.

6.2.2 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee. All time during which an employee is directed and authorized by the immediate supervisor to be on duty and to perform service shall also be considered as time worked.

6.2.3 Employees with a workweek of five (5) consecutive workdays averaging four (4) hours or more per day shall receive overtime compensation for work directed and authorized by the immediate supervisor to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek.

Rev. 08/16

6.2.4 Employees whose average workday is less than four (4) hours shall receive overtime compensation for work directed and authorized by the immediate supervisor to be performed on the seventh (7th) day following the commencement of the workweek.

6.2.5 If the employee is unable to take the time, or if the District rejects the employee's request for compensatory time, the unit member shall be compensated in the form of pay on the next pay period after filling out the request that received the denial or at the end of the 12 month period for any compensatory time not used by the employee. The employee shall not be forced to take time off to avoid payment. *Rev. 08/16*

6.3 Ten Hour Work Day - A ten (10) hour per day, forty hour, four consecutive day work week for certain classes or parts of classes, of bargaining unit members, may be established by the Superintendent.

Employees of a particular classification or class may also request such a ten hour work day. This request shall be submitted in writing to the immediate supervisor at least thirty (30) calendar days in advance of the requested work period. The supervisor shall review and discuss the request with the affected employees. The supervisor's decision may be appealed to the Superintendent.

6.3.1 If designated as a ten (10) hour, four (4) day site, the employees at that site will determine whether to work a ten (10) hour, four (4) day schedule by a majority vote of the employees in the affected classes or parts of classes.

6.3.2 The overtime rate shall be paid for all hours worked in excess of the required ten hour day or forty hour week.

6.3.3 Work performed on the fifth, sixth and seventh day pursuant to this section shall be compensated for at a rate equal to one and one-half times the regular rate of pay.

6.3.4 Employees who use vacation or sick leave on one of the ten (10) hour work days shall have ten (10) hours, or 1.25 days deducted for each full day of leave taken. Five (5) hours or .625 days will be deducted for each half day of leave taken.

6.3.5 Any holiday will be a full ten(10) hour holiday.

6.3.6 Rest periods shall be twenty (20) minutes each.

6.4 A non-compensated, scheduled uninterrupted meal period between thirty (30) to sixty (60) minutes shall be provided all unit members who render service of at least six (6) hours. The length of the meal period shall be determined by the immediate supervisor. The immediate supervisor shall assign the meal period to be taken as soon after the conclusion of four (4) hours of service as possible.

6.5 A fifteen (15) minute compensated rest period shall be provided members of the unit for each four (4) hour period of service. This rest period shall be taken at the direction of the immediate supervisor at or near the mid-point of each four (4) hour period of service.

Rev. 08/16

6.6 Unit members called in or called back to work by the immediate supervisor on a work day beyond the normal working hours, or a day not scheduled to be worked, shall receive at least two (2) hours of work at the appropriate rate as specified above. This provision shall not apply to any employee who is assigned, prior to leaving work, to work beyond the normal work day. On the sixth (6th) and seventh (7th) days of work and on holidays, the minimum call-in time is four (4) hours paid at the appropriate rate.

6.7 Overtime work will be distributed as equally as possible during each fiscal year among all employees within their work unit, shift, and job skill as far as the character of the work permits. It is recognized that certain factors, such as employee availability and last minute or emergency assignments needs, may cause unequal distribution of overtime.

The District has the right to assign overtime. However, such involuntary assignment shall be made on a rotational basis in reverse order of seniority among the employees qualified for the assignment.

6.8 Inclement Weather

6.8.1 An employee who is excused from work due to inclement weather or an emergency closure on a normally scheduled work day shall be paid the regular rate of pay for that day. An employee who would otherwise be on a leave of absence for that day shall be charged under that leave. When the Gateway Unified School District is closed due to inclement weather or an emergency closure, unit members will be notified by phone, or by an automated emergency notification system. *Rev. 07/20*

6.8.2 An employee who is directed and authorized by the immediate supervisor to work on such a day of inclement weather shall be compensated on an overtime basis for such work. Such compensation shall be either pay or compensatory time off, equal to time and one-half of the employee's regular rate of pay.

6.8.3 One (1) additional day will be added to the calendar to serve as a placeholder in the event the District implements a makeup day. If there is no requirement to make up a day, the calendar day will become a non-work day. If there is a requirement to make up a day, the closure day will be exchanged with the placeholder day. If the District implements a makeup day, any unit members who are unable to report to their position shall be charged one (1) day of leave. *Rev. 07/20*

6.9 Any employee on authorized leave or authorized vacation shall have the right to reject any offer, or request for overtime, call-back, call-in, or on-call time.

6.10 On any school day during which pupils would otherwise be in attendance but are not, and for which certificated personnel receive regular pay, unit members shall receive regular pay whether or not they are required to report for duty that day. During staff development days

Rev. 07/20

offered pursuant to Education Code Section 44579.1, unit members will not be paid unless they are required to report for duty on these days.

6.11 All school calendars that may affect the classified staff shall be negotiated with CSEA before being approved by the Board of Trustees.

6.12 Provisions for Bus Drivers

6.12.1 The home-to-school route established by the District is the primary assignment of District bus drivers. All other assignments are secondary. District Transportation employees shall have the first option and opportunity to transport all District students, at the discretion of the Superintendent or designee. Common carriers may be used under any of the following conditions and subject to District procedures: *Rev. 07/13*

- a) When a majority of the funds for the activity are raised or provided by the students involved.
- b) When the distance of the trip exceeds two hundred (200) miles one-way.
- c) When the Superintendent or designee approves the use of common carriers for other reasons, including, but not limited to, availability of a District bus, safety considerations, driver availability and/or weather conditions.

Rev. 07/13

The District shall reimburse bus drivers for meal expenses, as outlined in Administrative Regulation (AR) 3350 Business and Noninstructional Operations: Travel Expenses And Travel Reimbursement. *Rev. 08/16*

6.12.2 Special-Event Trip Assignments

A special-event trip is defined as any pupil transportation other than between home and school, the school and ROP class locations, or any other regularly scheduled student class site. In addition, the trip must terminate after 4:00 P.M. the day the trip begins. However, any trip on a Saturday, Sunday, or school holiday shall be considered a special-event trip.

6.12.2.1 Driver pay for special-event trips shall be at the individual's rate, except that overtime shall be paid in accord with Section 6.2 of this Agreement.

6.12.2.2 Drivers shall be paid for time that they are assigned to stand by ready and be immediately available to transport students and when the driver is assigned to stay with the bus during school-related events.

Rev. 08/16

6.12.2.3 Drivers assigned to a trip that leaves on a Friday and returns on Sunday are guaranteed a minimum of eight (8) hours of overtime pay for Saturday.

6.12.2.4 Consistent with the provisions of Section 6.7, the Superintendent or designee is responsible to maintain and implement a District rotation list for the assignment of drivers to special-event trips. The purpose of the rotation list is to provide an equal distribution among employees for the opportunity for special-event trips.

Rev. 07/13

6.12.2.5 The rotation shall begin by offering the opportunity for a special-event trip in the order of greatest seniority. If the employee declines the trip, then that employee shall not again be offered a special-event trip until the completion of the rotation. However, if the employee is unable to take the trip because the trip is canceled, or the driver is on a paid leave, that employee's name shall not be moved to the bottom of the list and shall be considered again at the time of the next available unassigned trip.

6.12.2.6 The District has the right to assign drivers to special-event trips; however, such involuntary assignment shall consist of a rotation in the reverse order of seniority.

6.12.2.7 The Transportation Supervisor shall have the authority to assign an experienced driver to a trip if, in the supervisor's judgment, the trip is difficult and the next driver on the rotation list lacks the necessary experience. The experienced driver selected in preference should be moved to the bottom of the list after the trip. The inexperienced driver shall stay at the top of the list and be next in line for the next special-event trip.

6.12.3 Assignment of Extra-Duty Trips During the Regular School Day

6.12.3.1 Pursuant to Section 6.12.2.4, the Superintendent or designee will maintain a rotation list of employees who work less than eight hours per day.

Rev. 07/13

6.12.3.2 Drivers will not be scheduled for an extra-duty trip and a special-event trip on the same day, if the hours worked will exceed the legal limits established in the California Administrative Code. Drivers will also not be assigned an extra-duty trip that conflicts with their primary assignment.

Rev. 07/13

- 6.12.3.3 Substitute drivers may be used if regular drivers do not volunteer for the work according to this Article.

ARTICLE VII

HOLIDAYS

7.1 The following shall be the holiday schedule for unit members:

July 4	(Independence Day)	
First Monday in September	(Labor Day)	
September 9	(Admissions Day) This holiday will be observed annually on the day before the Thanksgiving Day holiday.	<i>Rev. 08/16</i>
November 11	(Veterans' Day)	
Last Thursday in November and the following Friday	(Thanksgiving Holidays)	
December 24, 25, 26	(Winter Holiday)	<i>Rev. 05/18</i>
January 1	(New Year's Day)	
Third Monday in January	(Martin Luther King Day)	
February 12	(Lincoln's Day)	
Third Monday in February	(Washington's Day)	
A Friday Preceding Easter	The Spring Holiday will be recognized as the Friday preceding Easter.	<i>Rev. 02/19</i>
Last Monday in May	(Memorial Day)	
June 19	(Juneteenth)	<i>Rev. 05/23</i>

7.2 To be entitled to any of the above paid holidays, an employee must be in a paid status during any portion of the work day immediately preceding or succeeding the holiday. Employees who are not normally assigned to duty during the school holidays of December 24, 25, and January 1, shall be paid for these three holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the recess period.

7.3 If any day other than holidays outlined in the 7.1 Holiday Schedule is designated as a holiday, a unit member shall be entitled to an alternative paid holiday contiguous with a weekend, provided the unit member was in paid status during any portion of the working day preceding or succeeding the scheduled "in lieu of" holiday. *Rev. 08/16*

Rev. 05/23

- 7.4 When one of the above holidays falls on a Sunday, the following Monday shall be deemed to be that holiday. When one of the above holidays fall on a Saturday, the preceding Friday shall be deemed to be that holiday.
- 7.5 If a unit member has a work week other than Monday through Friday, and as a result, the unit member loses a holiday to which he or she would otherwise be entitled, the District shall provide a substitute holiday or compensation in the amount to which the unit member would have been entitled.

ARTICLE VIII

VACATION

- 8.1 Paid vacation leave shall accrue for full-time twelve-month employees at the following rates:

Years of District Service	Work Days of Vacation
1 - 3	10
4 - 10	15
11 - 15	20
16 +	23

Unit members employed by Buckeye District as of June 30, 1992, shall be "grandfathered" in under the following vacation schedule:

1 - 5 years service = 14 days of vacation
6 - 10 years service = 17 days of vacation

- 8.2 Vacation leave shall be prorated for employees employed less than full-time for twelve months on a proportionate basis based upon the number of days the part-time employee is paid in comparison with a full-time twelve-month employee.
- 8.3 Upon separation from service, an employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of District employment in regular status shall not be entitled to such compensation.
- 8.4 Vacation accrued during any school year shall be scheduled at any time upon the mutual agreement of the employee and the immediate supervisor. If the employee is not permitted to take this full accrued vacation by December 31 of the following school year, a maximum of ten (10) days may be carried over for subsequent utilization; the employee shall be paid by the District for any days in excess of ten (10).
- 8.5 A holiday falling within a vacation period shall not constitute a vacation day.

ARTICLE IX

ASSOCIATION RIGHTS

- 9.1 The Association shall have the right of access during non-working time to areas in which employees work. Association representatives who are not employed by the District shall follow District procedures upon arrival at any District job site.
- 9.2 The Association may use District facilities when not otherwise in use for the purpose of meetings concerned with the exercise or rights guaranteed by the Educational Employment Relations Act. District policies regulating the use of facilities must be followed.
- 9.3 The Association may use the school mailboxes and bulletin board spaces in places where unit members work.
- 9.4 Within thirty (30) days after final execution of the Agreement, the District shall print and distribute copies of the Agreement to all unit members plus two additional copies to be sent to CSEA. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the District, without charge, at the time of employment. Each bargaining unit member shall be provided by the District, without charge, with a copy of any written changes agreed to by the parties of this Agreement during the life of this Agreement.
- 9.5 Notices required by this Agreement or by law shall be delivered in writing, either by hand or First Class or Certified U.S. mail, to the last known address of the CSEA Chapter President, and to the assigned CSEA Field Representative.
- 9.6 The Association has the right to review bargaining unit member's personnel files when accompanied by the unit member or on presentation of written authorization signed by the unit member, pursuant to Article V, Sections 5.3.2 and 5.3.3.
- 9.7 The Association has the right to be supplied with a complete seniority roster of all bargaining unit members on the effective date of this Agreement and upon request thereafter. The roster shall indicate the unit member's present classification and primary job site.
- 9.8 The Association has the right to have up to five (5) days paid released time, with five (5) days advance notice for each bargaining unit member who may be CSEA state officers, or thirty (30) days advance notice for CSEA Chapter delegates who attend the annual CSEA State Conference.
- 9.9 The members of CSEA's negotiating team, not to exceed six (6) members, shall have reasonable release time for negotiations. *Rev. 08/16*

Rev. 08/16

9.10 Association Meeting Attendance.

Custodians are eligible to attend up to ten (10) scheduled District-wide Association meetings during each school year, subject to the following procedures and requirements:

- a. Attendance at each such meeting during regularly assigned working hours shall not exceed a total of two (2) hours, including travel time.
- b. Advance approval of the immediate supervisor is required. The supervisor may deny approval if she/he determines that the employee cannot be spared because of a scheduled activity at the school.
- c. The employee's work schedule shall be adjusted by mutual agreement between the employee and the immediate supervisor to accommodate the meeting attendance.

Rev. 08/16

Rev. 08/16

ARTICLE X

GRIEVANCE PROCEDURE

10.1 Definitions

- 10.1.1 A "grievance" is an allegation by a grievant or CSEA that there has been a misinterpretation, misapplication, or violation of the Agreement.
- 10.1.2 A "grievant" is a bargaining unit member or CSEA covered by the terms of this Agreement.
- 10.1.3 A "day" is any day in which the District administrative office is open for business.

10.2 Informal Level

- 10.2.1 Within forty-five (45) days after the occurrence of the action or omission giving rise to a grievance, or when the bargaining unit member should have reasonably known of the occurrence of the action or omission, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

10.3 Formal Level

- 10.3.1 Level I. Within ten (10) days after the informal conference, if there is no satisfactory settlement of the grievance, grievant must present the grievance in writing to the immediate supervisor on the Grievance Form attached to this Agreement as "Appendix H."

The immediate supervisor shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference.

- 10.3.2 Level II. Within ten (10) days after the decision at Level I, the grievant may file a written appeal with the next level of administration. The appeal shall include a copy of the decision at Level I.

The next level administrator shall communicate her/his decision to the grievant in writing within ten (10) days after receiving the grievance. If the work site administrator fails to respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference.

- 10.3.3 Level III. Within ten (10) days after the decision at Level II, the grievant may file a written appeal with the Superintendent or designee. The appeal shall include a copy of the decision at Level II.

The Superintendent or designee shall confer with the grievant and communicate a decision to the grievant in writing within ten (10) days after the conference. If the Superintendent or designee fails to respond within the time limits, the grievant may appeal to the next level.

- 10.3.4 Level IV- Mediation- In the event that the grievance is not satisfactorily adjusted at Level III, only the Association may submit a request, in writing, to submit the grievance to mediation.

The District and Association shall jointly submit a request for the services of a mediator from the California State Mediation and Conciliation Service. During the pendency of mediation, the timelines for further processing of the grievance shall be stayed.

- 10.3.5 Level V- Binding Arbitration - In the event that the grievance is not satisfactorily adjusted at Level IV, only the Association may submit a request, in writing, to the District that the grievance be submitted to arbitration.

The District and the Association shall attempt to select a mutually acceptable arbitrator. If a mutually acceptable arbitrator cannot be selected, the parties shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service. The selection of the arbitrator from the list shall be made by the striking method.

In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step.

After the hearing and after both parties have been given an opportunity to make written arguments, the arbitrator shall submit findings and award to both parties.

The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement, nor shall the arbitrator be empowered to render a decision on issue(s) not before the arbitrator nor on facts not supported by the evidence. The authority of the arbitrator to award back pay is limited by applicable statutes of limitation.

The fees and expenses of the arbitrator shall be borne equally by both parties. Concerning transcripts, the cost shall be borne equally by the parties if the transcript is requested by the arbitrator or both parties. If a copy of the transcript is requested by only one (1) party, that party shall incur the expense. All other expenses shall be borne by the party incurring them.

The findings and decision of the arbitrator shall be final and binding on all parties, subject to established right of judicial review.

10.4 Miscellaneous

- 10.4.1 A grievant shall be entitled to representation at each step of the grievance procedure by a person designated by the Association.

- 10.4.2 All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate District grievance file and shall not be kept in the personnel file by any participants.
- 10.4.3 The grievant and representative shall have release time to attend grievance settlement meetings.
- 10.4.4 Timelines in this procedure may be extended by written mutual agreement between the parties.
- 10.4.5 A level of this procedure may be omitted by written agreement between the parties.

10.5 Unit Member Complaint Process

When a unit member has a complaint against another unit member they shall inform the site administration in writing with the issue and a proposed solution. The following will be the complaint procedure:

Level 1: The unit members will meet with their site level administration and work to resolve the conflict. Either party may have a CSEA representative present, if they choose.

Level 2: If the conflict continues or is not resolved at Level 1, a joint meeting with the unit members, site administration and a CSEA representative(s) will take place to bring resolution.

Level 3: If the conflict continues or cannot be resolved through Level 1 and Level 2 interventions, the matter will be referred to the District Administration and possible disciplinary action may result.

Rev. 02/19

ARTICLE XI

LEAVES

11.1 Sick Leave

11.1.1 Employees employed five (5) days a week shall be entitled to twelve (12) days leave of absence for illness or injury with full pay for a fiscal year of service. Employees employed for less than five (5) days a week and/or less than a full fiscal year, are entitled to sick leave as follows:

- a) An employee employed five days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number she/he is employed bears to twelve (12).
- b) An employee employed less than five days a week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days she/he 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.

11.1.2 Credit for leave need not be accrued prior to taking such leave. However, newly employed employees shall not be eligible to take more than six days or the proportionate amount to which entitled until after completion of six months of active District service.

11.1.3 Unit members may accumulate unused sick leave without limitation.

11.1.4 The District may require a doctor's verification of illness following any absence exceeding five (5) consecutive workdays or seven (7) accumulated sick leave days in a time period consisting of 30 working days. *Rev. 08/16*

11.1.5 Unit members shall notify their immediate supervisor in advance of taking any sick leave and in advance of returning to work.

11.1.6 When a unit member's employment terminates and more sick leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.

11.1.7 Employees returning to work after a surgery or serious illness, upon the request of the District, must provide a physician's release certifying medical permission and/or restrictions prior to returning to work. *Rev. 11/14*

11.1.8 When a unit member is absent from duties on account of illness or accident for a period of five (5) months or less, the amount deducted from the salary due the unit member for any month in which the absence occurs, shall not exceed the sum actually paid any substitute employee employed to fill the position during the absence.

Rev. 08/16

11.1.8.1 Unit members who exhaust their accrued sick leave and need to use the differential leave intermittently shall notify their immediate Supervisor by 3:00 p.m. the previous day so that a substitute can be found. Failing to give advance notice may result in receiving the differential pay instead of full pay when a substitute cannot be found. *Rev. 09/11*

11.1.8.2 If the District fails to hire a substitute when advance notice has been given the absent employee will receive full pay. *Rev. 09/11*

11.1.9 During any calendar year, unit members are entitled to use their accrued Sick Leave described in Section 11.1.1 to attend to an illness of a child, parent or spouse of the employee. For purposes of this provision, a “child” is defined as a biological, foster or adopted child; a step child, a legal ward or a child of a person standing in *loco parentis*; a “parent” is defined as a biological, foster or adoptive parent; a step-parent or a legal guardian. All conditions and restrictions regarding the use of Sick Leave shall also apply to this Section. *Rev. 08/16*

11.2 Bereavement Leave

11.2.1 A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary for the death of any member of her/his immediate family. *Rev. 05/23*

11.2.2 Member of the "immediate family" is defined as mother, father, grandmother, grandfather, aunt, uncle, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, sister, brother-in-law, or sister-in-law of the employee, or any person living in the immediate household of the employee. *Rev. 02/19*

11.2.3 A unit member may take up to one day of leave per fiscal year without loss of pay to attend the funeral of a person other than an immediate family member. *Rev. 11/14*

11.3 Jury Duty

11.3.1 A unit member is entitled to a leave to serve jury duty. A unit member shall receive his or her regular pay. A unit member who serves a full day of jury duty (six hours or more) is not required to report to work on that day (or evening, in the case of evening shift unit members). If a unit member serves less than a full day of jury duty (less than six hours), the unit member shall report to work for an amount of time equal to the balance of the shift. Unless it is impractical to do so, a unit member is expected to report to work prior to jury duty. Unit members are not entitled to the per-day per diem when they serve on jury duty, as they are already being compensated by the District for their service as per

Rev. 05/23

Code of Civil Procedure Section 215. In addition, unit members are allowed to receive compensation for mileage reimbursement from the state/county agency.

Rev. 11/14

11.4 Industrial Accident and Illness Leave

- 11.4.1 Unit members are entitled to leave under this Section if the District's workers' compensation insurance carrier has accepted the claim as valid under the workers' compensation laws.

The District and the Association recognize that a unit member who files a worker's claim has the right to process that claim through the appropriate appeals process of the workers' compensation appeals board. The decision of the worker's compensation appeals board shall be final should the unit member appeal the decision of the District's insurance carrier regarding the unit member's workers' compensation claim. If the decision of the workers' compensation appeals board is in favor of the unit member then the unit member shall be paid all back wages and/or leave once the decision is final.

Rev. 09/11

- 11.4.2 Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due her/his for the same illness or injury.
- 11.4.3 Unit members shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of not more than their full salaries.
- 11.4.4 Leave of absence applied for under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award to the unit member.
- 11.4.5 Industrial Illness and Accident Leave is to be used as defined in Education Code 45192. When entitlement to Industrial Illness and Accident Leave has been exhausted, entitlement to sick leave shall then be used. If an employee is receiving a temporary disability indemnity, the employee shall be entitled to utilize only so much of her/his accumulated sick leave and vacation leave which, when added to her/his temporary disability indemnity, will result in a payment to her/him of no more than her/his full salary. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of her/his industrial accident or illness. The District in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.

Rev. 08/16

Rev. 08/16

- 11.4.6 The District may require a written medical statement from a licensed physician verifying an employee's absence under this leave and her/his ability, including restrictions prior to returning to work. *Rev. 11/14*

11.5 Personal Necessity Leave

- 11.5.1 During any school year, up to eight (8) days of accrued sick leave pursuant to Section 11.1 may be used by the employee in case of personal necessity, defined as that which requires the immediate and personal attention of the employee during the work day: *Rev. 08/16*

11.5.1.1 Death or serious illness of a member of the employee's immediate family.

11.5.1.2 Accident involving the person or property of the employee or a member of the employee's immediate family.

11.5.1.3 Appearance in court or before an administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.

11.5.1.4 Upon the prior approval of the Superintendent or designee, other personal emergencies which cannot reasonably be expected to be disregarded by the employee.

- 11.5.2 Personal necessity leave is not cumulative.

- 11.5.3 Employees shall not be required to secure advance permission for leave taken under provisions outlined in 11.5.1.1 or 11.5.1.2.

- 11.5.4 All requests shall be in writing and should be presented to the immediate supervisor at least five (5) work days before the date of the leave, when possible. Such requests shall state the nature of the personal necessity and the period of time to be absent. In the event the nature of the leave is personal and the employee desires confidentiality, the employee may sign a statement that the leave meets the criteria specified in Section 11.5.1 and 11.5.1.1-11.5.1.4.

- 11.5.5 Six (6) days per year of the eight (8) days contained in Section 11.5.1 may be used at the employee's discretion for purposes not covered under any other leave policy provisions of this Agreement. In the event that four (4) or more of the six (6) days are taken consecutively, these days shall not be combined with any holidays, recess, leaves, vacations, etc. *Rev. 08/16*

11.6 Pregnancy Disability Leave

Any unit member may utilize the accumulated sick leave for the purpose of a disability related to pregnancy, miscarriage, childbirth, and the recovery therefrom. The length of such leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician; provided that such verification clearly demonstrates to the District that such leave is for

Rev. 08/16

disability and is not just for purposes of child care or any purposes other than pregnancy-related disability. Such pregnancy-disability leave with pay shall be granted and administered in the same manner as other temporary disability for illness or injury.

11.7 Family and Medical Care Leave (Unpaid)

11.7.1 The provisions of this section shall be applied in conformance with the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Unit members may be eligible for leave pursuant to FMLA and CFRA. Eligibility for such leave is determined by the criteria in these statutes. These leaves shall run concurrently with all other paid leaves if applicable. *Rev. 11/14*

11.7.2 If leave is foreseeable, at least 30 days' advance notice or as soon as possible, the member shall advise the Department of Human Resources. If less than 30 days' notice is given, the District may require a written explanation why the 30 day requirement wasn't met. *Rev. 11/14*

11.7.3 Please contact the district office for current explanation of these leaves and eligibility requirements and benefits. *Rev. 09/11*

11.8 Personal Leave (Unpaid)

11.8.1 Leave may be approved at the discretion of the District for reasons not specified under other leave provisions of this Agreement. Leaves up to twenty (20) working days may be approved by the Superintendent. Requests for leaves of greater than twenty (20) working days may be approved by the Governing Board.

11.8.2 Advance approval is required. Requests are to be made on the appropriate District form and submitted to the District Office.

11.8.3 One full day's pay shall be deducted from the employee's salary for each day approved.

11.9 Catastrophic Illness Leave

11.9.1 Employees who have exhausted all sick leave and other time off may use catastrophic illness leave under the following provisions:

11.9.1.1 Catastrophic Illness Leave shall begin no sooner than the eleventh (11th) work day of absence, and only after all other personal accumulated sick leave and other paid time off has been exhausted.

11.9.1.2 Maximum leave is not to exceed twelve (12) consecutive calendar months, or the maximum number of days donated pursuant to this section, whichever is less.

11.9.2 To request Catastrophic Illness Leave, the unit member, or designee, shall submit a request in writing to the Association President stating the facts which support a need for said leave.

Rev. 11/14

- 11.9.2.1 To qualify for such leave, the employee will have suffered an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employees' family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because s/he has exhausted all of her/his sick leave and other paid time off. *Rev. 09/11*
- 11.9.2.2 A "member of the employee's family" in 11.9.2.1 above shall be limited to spouse, children, mother, father, or an individual over which the employee has legal guardianship. *Rev. 11/14*
- 11.9.3 As soon as practicable, the Association Executive Board shall meet and determine whether to recommend implementation of the Catastrophic Illness Leave provisions to the Association Membership.
- 11.9.3.1 If the request is denied, the Association President shall notify the employee or her/his designee and the Superintendent.
- 11.9.3.2 If the request is approved by the Association and the District, the Association and the District shall solicit classified unit members on an approved district form authorizing donation of sick leave days for use pursuant to this section. This communication will be distributed through the district payroll mailing or District email. *Rev. 11/14*
- 11.9.3.3 Donation authorization forms shall be returned to the District Office.
- 11.9.3.4 If the Superintendent grants the Catastrophic Illness Leave, the donated days will be deposited in a Sick Leave Bank and deducted from the donating employee's accumulated sick leave.
- 11.9.3.5 Days donated and taken pursuant to this section shall be credited/deducted/donated in full day increments.
- 11.9.3.6 The maximum number of days an employee can contribute per year pursuant to this section is ten (10).
- 11.9.3.7 The Sick Leave Bank shall be reduced by one full day for each day of Catastrophic Sick Leave awarded to the requesting employee.
- 11.9.3.8 In the event that days donated to the Sick Leave Bank are not used, then those days will be retained in the Sick Leave Bank for future use recommended by the Association and approved by the Superintendent.

Rev. 11/14

11.9.5 In the event an employee exhausts her/his donated Catastrophic Illness Leave from the Sick Leave Bank, the employee or her/his designee may request additional Catastrophic Leave pursuant to this section. However, in no event shall the employee be eligible to use more than twelve (12) consecutive calendar months of donated Catastrophic Illness Leave.

11.9.6 The maximum amount of money to be paid during any school year by the District under this Section is \$30,000. Thus, the maximum amount of money to be paid during any school year by the District under this section for any and all unit members who receive the benefits of catastrophic leave is \$30,000. Notwithstanding anything in this section to the contrary the District is not required to spend more than \$30,000 total for all persons who receive the benefits of catastrophic leave. *Rev. 09/11*

11.10 Leaves While Drawing State Disability Insurance Benefits

The provisions of this section, shall be applied in conformance with the State of California Employment Development Departments integration/coordination of State Disability Insurance (SDI) Benefits. –This is determined by State Disability Office. *Rev. 11/14*

Rev. 11/14

ARTICLE XII
TRANSFERS AND FILLING OF VACANCIES

12.1 Definitions

12.1.1 A "vacancy" is defined as any classified position, current or new that the district intends to fill. *Rev. 07/13*

12.1.2 A "transfer" is defined by the following:

As a result of a vacancy within classification the employee's work site is changed, or the number of hours worked each day are increased or decreased, or the number of days worked each year are increased or decreased, or the times of work are changed.

12.2 General Provisions Concerning Vacancies

12.2.1 All vacancies shall be posted pursuant to the procedures of this Article within thirty (30) calendar days after the vacancy occurs. The District shall notify the Association within thirty (30) calendar days in the event it does not intend to fill a vacated unit position.

12.2.2 The District will not fill any unit vacancy with substitute employee(s) for more than sixty (60) calendar days, unless otherwise agreed to by CSEA and the District.

12.3 Voluntary Transfers

12.3.1 Unit members may at any time submit to the District Office a written request for transfer. Transfer requests shall be on the appropriate District form (see Appendix "H"). The District Office shall maintain a transfer file of all such requests received. Ongoing transfer requests shall be resubmitted annually prior to April 1. *Rev. 11/14*

12.3.2 All vacancies within the unit shall be posted to allow employees the opportunity to apply for transfer. This vacancy notice shall be posted on the job announcement board in each major work location in the District for a period of five (5) calendar days. The notice shall contain a description of the position and a deadline for the application. Applications for transfer shall be submitted to the District Office on the appropriate District form. *Rev. 10/24*

12.3.3 All transfer applicants pursuant to Sections 12.3.1 and 12.3.2 are entitled to be interviewed for the position. This interview committee shall include at least two

Rev. 11/14

bargaining unit employees selected by the Association President/Designee, including one within the classification of the position. If no unit member in the classification of the position is available, a unit member in a related classification shall serve. Preferably, one of these classified employees should be from the work site of the position.

- 12.3.4 A unit member who is selected for transfer by the District (pursuant to Sections 12.3 and 12.4) shall serve a trial period of ninety (90) working days in the position, not including medical leave of absence. During this period, the District may reassign the employee to the previously held position. Within the first fifteen (15) working days in the position, the employee may return to the previous position by providing a written notice to the immediate supervisor.

Rev. 08/16

- 12.3.5 If no transfer applicant is selected by the District, the vacancy shall be posted and filled pursuant to Section 12.4. All transfer applicants who were interviewed shall have the right to be re-interviewed pursuant to Section 12.4.3.

12.4 Filling Vacancies

- 12.4.1 If a position within the bargaining unit is created or becomes available, that position shall be posted and filled per this section.

The District shall post in all school buildings a list of all vacancies and new positions which occur during the school year and for the following school year upon knowledge of the vacancies. The postings shall contain the following: 1) a closing date, 2) a job description, and 3) minimum qualifications necessary to meet the minimum requirements of the position. All classified vacancies shall be posted for five (5) calendar days. All permanent, probationary and short-term unit members who are currently within the classification of the vacancy, who meet the requirements and submit an application shall be granted an interview. "In-house" applicants shall receive first consideration during the interview process. If two or more "in-house" applicants are considered equal, the most senior applicant shall be considered for the position. The closing date shall be the same for all applicants and interviews may be conducted for all applicants at the same time. During the summer recess, all district employees shall be notified of vacancies via district email.

Rev. 10/24

- 12.4.1 (a) Pursuant to 12.4.1, the District may fill a vacancy within a classification from the interview pool in which the initial vacancy was filled. The District may select another candidate from within that interview pool to fill any subsequent vacancies that result. Thus, any member who is interested in increasing their work hours in that classification is strongly encouraged to apply for the initial

Rev. 10/24

vacancy. Applicants must submit a new application for each newly posted vacancy.
Rev. 07/13

12.4.2 All bargaining unit applicants shall be entitled to be tested (if the District determines testing to be appropriate) and interviewed for the position, so long as the applicant meets the minimum requirements for the position.

12.4.3 This interview committee shall include at least two bargaining unit employees, as specified in Section 12.3.3.
Rev. 07/13

12.4.4 The interview committee shall consider such job related factors as the needs of the District and each applicant's experience, training, education, and abilities. The recommendation of the interview committee shall be submitted to the Superintendent.

12.4.5 A unit member selected for a promotional position who does not satisfactorily complete the probationary period for the position shall be entitled to return to her/his former position in the District.

12.5 Involuntary Transfers

12.5.1 The District may transfer employees for such reasons, including but not limited to those listed below. The employee to be transferred shall be given ten (10) working days notice of said transfer and shall receive orientation in the new assignment.

1. New method of performing work
2. Restructuring
3. Program relocation
4. Relocation of work site
5. Work load increase or decrease
6. Shift in student population
7. Change in management assignments
8. Fiscal considerations
9. Emergency
10. School closure/opening
11. Year round school
12. Multiple tracks
13. New program
14. Reasonable accommodation (physical ability)

12.5.2 Prior to such transfer being made, the District will discuss the reasons with the Association. The District and Association will determine any further consultation process.

Rev. 07/13

- 12.5.3 In the event an employee(s) feels she/he has been transferred unfairly, the employee has the right within five (5) working days to meet with the Superintendent and/or designee accompanied by an Association representative(s). Within two (2) working days, the Superintendent or designee shall render a decision.

Rev. 01/96

ARTICLE XIII

SAFETY

- 13.1 The District shall provide a safe working environment for all unit members. All unit members shall cooperate in maintaining such an environment.
- 13.2 Unit members will report in writing unsafe conditions to the appropriate management employee.
- 13.3 Unit members shall immediately report any accident in which a potential injury exists.
- 13.4 Safety equipment which is required by the District shall be provided at District expense. Unit members shall utilize such equipment and shall follow safe operating procedure.
- 13.5 A District Safety Committee shall be formed pursuant to the requirements of SB 198.
- 13.6 Drug and Alcohol Testing for Employees Subject to a Commercial Drivers License Requirement - School Bus Drivers including substitutes shall be subject to a drug and alcohol testing program that fulfills the requirements of Federal Regulations, Title 49, Part 382.

Other persons subject to a commercial driver's license requirement are likewise subject to the drug and alcohol testing program (49 CFR 382.103).

Testing procedures and facilities used for the tests shall conform with the requirements of the Code of Federal Regulations. Title 49, Section 40 et. seq.

Reference: Gateway Unified School District Board Policy #4112.42.

Rev. 04/96

- 13.7 All employees shall be notified of the use of video cameras located on District property or school buses. Drivers will receive required training on all video cameras located on school buses. The District agrees that any video produced by these cameras may only be reviewed by District management/designated employees of any employee on the video being reviewed.

Rev. 05/23

Rev.05/23

ARTICLE XIV

DISCIPLINE

- 14.1 During the probationary period, which shall be 130 days of paid service, any employee shall be subject to disciplinary action, including termination, for any reason as determined by the District, and shall not have the right to a hearing nor the right to file a grievance with respect thereto. Upon completion of the probationary period, employees shall be subject to disciplinary action only for just cause. *Rev. 05/23*
- 14.2 The District has the right to take appropriate disciplinary action against bargaining unit members, including, but not limited to, suspension with or without pay, demotion, and discharge.
- 14.3 No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the Notice of Disciplinary Action, unless such cause was concealed or not disclosed by such employee when it can reasonably be assumed that the employee should have disclosed the facts to the District. Causes for disciplinary action include, but are not limited to, the following:
- a) Failure to perform duties and responsibilities assigned to a unit member's position.
 - b) Insubordination.
 - c) Negligence in the use of public property or equipment.
 - d) Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public as related to the job.
 - e) Reporting for work while under the influence of alcoholic beverages or controlled substances. *Rev. 08/16*
 - f) Unauthorized use of any narcotic, habit-forming drug or controlled substance, or conviction of a narcotic offense as defined in Education Code Sections 44009 and 44011.
 - g) Conviction of any crime which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the position. A plea of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
 - h) Conviction of a sex offense as defined in Education Code Section 44010 and 44009.
 - i) Repeated and unexcused absence or tardiness.
 - j) Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other office records.

Rev. 05/23

- k) Abandonment of position.
- i) Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means, or known membership in the communist party.
- m) Dishonesty.
- n) Violation of or refusal to obey the school laws of the State or the rules and regulations of the District.
- o) Failure to possess or keep in effect any license, certificate, or similar requirements specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- p) Failure to satisfy the insurance requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure. This Section applies to employees who drive a vehicle in the regular course of their employment or who are required to be bonded.
- q) Revealing confidential student and/or personnel information.
- r) Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job, or the accepting of anything of value or any service in exchange for granting special treatment to another employee or to any member of the public.

14.4 Notice of Disciplinary Action.

Except in cases of emergency where the employee must be removed from the premises immediately prior to the imposition of disciplinary action, the Superintendent or designee shall give the employee, by personal service or mail to the employee's last known address by registered mail, written notice of the proposed disciplinary action. The notice shall include the causes for the proposed action, a copy of the materials upon which the proposed action is based, and the right to respond either orally or in writing prior to the proposed disciplinary action. Any response made by the employee shall be considered by the Superintendent prior to initiating any disciplinary action. In the event of emergency circumstances that require removal of the employee from the worksite immediately, such notice and right to respond shall be provided to the employee at the earliest reasonable time after his/her removal from the premises. Pending the outcome of criminal charges which are the basis of disciplinary action, the District may suspend an employee with or without pay.

14.5 Response to Preliminary Notice of Disciplinary Action.

The unit member shall have the right to CSEA representation and to respond either orally

or in writing within five (5) working days to the Superintendent or designee. The Superintendent or designee shall consider the unit member's response and recommend within five (5) days that the disciplinary action either be taken or not taken.

14.6 Notice of Disciplinary Action

If the Superintendent decides to impose discipline, she/he shall by personal service or certificated mail deliver to the unit member, and to the CSEA Field Representative, notice of the specific charges. The notice shall indicate the effective date of the disciplinary action and shall contain a statement of the rights to a hearing on such charges and the right of representation. The time within which such hearing may be requested shall not be more than five (5) calendar days after service of the notice on the unit member and the CSEA Field Representative, and said notice shall be accompanied by a paper the signing and filing of which with the Superintendent or designee shall constitute a demand for a hearing and a denial of all charges. Failure of the unit member to file a request for hearing within the time specified shall constitute a waiver of the unit member's right to a hearing.

14.7 Appeal to Governing Board.

In the event that the unit member does so appeal, the Governing Board shall hear the appeal within thirty (30) calendar days of receipt of a Request for Hearing, and shall notify the unit member in writing of the disposition of the appeal within ten (10) working days following the meeting. These dates may be extended by mutual agreement between the affected unit member and the District.

14.7.1 Rights of the Unit Member and CSEA. The unit member and CSEA shall be entitled to:

- a. be represented by a designated CSEA representative at such hearing;
- b. testify under oath;
- c. compel the attendance of other employees of the District to testify on behalf of the accused unit member, to the extent allowed by law;
- d. cross-examine all witnesses;
- e. present evidence;
- f. argue the case.

14.7.2 Evidence. The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses.

14.7.3 Exclusions of Witnesses. The Governing Board at its discretion may exclude witnesses not under examination, except the unit member and the party attempting to substantiate the charges against the unit member and their

respective counsel. When hearing testimony on conduct which may bring disrepute to persons other than the accused unit member, all persons not having a direct interest in the hearing may be excluded.

- 14.7.4 Burden of Proof. The burden of proof shall be upon the party attempting to substantiate the charges.
- 14.7.5 Report of Hearings. Hearings may be conducted without stenographic reporter or electronic recording machine unless the District or the unit member requests that such hearing be reported or recorded.
- 14.7.6 Transcripts of Hearings. The cost of any transcript shall be borne by the party requesting the transcript. If all parties wish to have transcripts, the cost shall be borne equally among the parties.

ARTICLE XV

LAYOFF AND REEMPLOYMENT

15.1 Definitions

- 15.1.1 Classification means a particular employment position as listed in Appendix B.
- 15.1.2 "Class" means a group of classifications within a job occupational family which have common characteristics.
- 15.1.3 "Length of Service" is based on initial date of hire in Gateway Unified School District or any District which is now a part of the Gateway Unified School District, (Bass Elementary School District, Buckeye Elementary School District, Canyon Elementary School District, Shasta Lake Elementary School District, or Shasta Union High School District), in which the unit member was employed as of June 30, 1992, whether as a probationary or permanent employee.
- 15.1.4 Date of hire shall be adjusted by periods of:
 - 1) Unpaid leave of more than sixty (60) consecutive work days;
 - 2) Layoff;
 - 3) Suspension without pay;
 - 4) Involuntary military service.
- 15.1.5 Upon re-employment after termination of employment, a new hire date shall be established.

15.2 Layoff Procedures

- 15.2.1 Unit members shall be subject to layoff for lack of work or lack of funds.
- 15.2.2 Order of Notice of Layoff

The order of notice of layoff within the classification affected shall be determined by length of service. The unit member who has been employed the shortest time in the classification (s), plus classification(s) with a higher salary range, shall be notified of layoff first, except as provided herein.

In the case of two or more unit members having identical seniority, seniority shall be determined by the first date of employment and if that be equal, then by lot. Any challenges of seniority shall be mutually reviewed by the District and CSEA within five (5) business days.

- 15.2.3 Options of Unit Members Notified of Layoff

The District shall notify a unit member whose position has been eliminated that she/he must elect one of the following within five (5) working days of receipt of notice. Except for options (g) and (h), 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 (g) and (h) regardless of availability of other options listed:

- (a) Displace a less senior employee from a remaining position or 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 any newly created position in the same class.
- (b) 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 certificates.
- (c) 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.
- (d) Select option (a) which has a greater number of hours of employment.
- (e) Select option (a) which have a lower rate of pay.
- (f) Select options (a) through (d), which have fewer number of hours of employment.
- (g) Elect to be laid off.
- (h) Elect a service retirement as provided in Section 15.5.

15.2.4 Prior to any layoff, the District shall post a seniority list of affected unit members.

15.3 Notice of Layoff

15.3.1 Notice of layoff and displacement rights, if any, shall be sent to all potentially affected unit members by certified mail. The CSEA, Chapter President and the Labor Relations Representative shall be notified in writing. The notices shall contain the effective date of layoff, a statement of bumping, reemployment, a statement of seniority information, and reason for layoff. *Rev. 08/16*

15.3.2 When, as a result of the expiration of a specially funded program, unit members' positions must be eliminated at the end of any school year, and unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of such school years shall be given written notice not less than 60 days prior to the effective date of their layoff, informing them of their layoff date and of their

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displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days' notice prior to the effective date of their layoff.

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- 15.3.3 When, as a result of a reduction or elimination of the service being performed by any department, unit members shall be subject to layoff for lack of work, affected unit members shall be given notice of layoff on or before March 15th, and informed of their displacement rights, if any, hearing rights and reemployment rights or as defined in Education Code 45117.

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- 15.3.4 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 unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board without the notice required by the aforementioned subsections.

15.4 Reemployment

- 15.4.1 Reemployment in a vacancy that occurs after transfer, reassignment and promotion of unit members shall be in reverse order of the layoff. Employees who are laid off are eligible for reemployment in their former class in any position with equal or lower pay for a period of thirty-nine (39) months, and shall be reemployed in preference to new applicants. In addition, such laid off employees shall have the right to apply for promotional positions within the District during the thirty-nine month period.

- 15.4.2 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as unit members laid off for a period of sixty-three (63) months provided that the same tests of fitness under which they qualified for appointment shall still apply.

- 15.4.3 Refusal of three (3) offers of reemployment to the classification from which the unit member was laid off shall cause removal from the list and the loss of any reemployment rights. However, declining an offer of reemployment of fewer hours of employment held at the time of layoff shall not constitute a refusal of employment.

Rev. 08/16

- 15.4.4 Offers of reemployment shall be made either by personal service or via U.S. Certified mail addressed to the last known address and shall include the specific vacancy and 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 reemployment within the prescribed time limit, and a place for the unit member's signature. Failure to so reply within ten (10) working days of personal service or fifteen (15) working days from the mailing of the offer of reemployment shall be

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deemed a refusal of that offer of reemployment. It is the responsibility of each unit member on the reemployment list to file with the District Office a current mailing address.

- 15.4.5 A unit member who is laid off and subsequently rehired from a reemployment list shall have the accrued sick leave balance and seniority as of the date of layoff reinstated.
- 15.4.6 Upon reemployment in the class in which laid off, a unit member shall be placed on the former step of the salary range. The unit member shall be eligible for advancement pursuant to Section 16.14.

15.5 Retirement and Layoff

Notwithstanding any other provisions of law, any 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 reemployment 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 unit member is subsequently subject to reemployment 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 her/his request for reinstatement from retirement.

15.6 General Provisions

- 15.6.1 This Article shall not be construed as giving the District the right to reduce the hours of employment of unit members, except by the operation of the provisions of Section 15.2.3. The decision as well as the impact of any other proposed reduction of hours of employment shall be subject to meeting and negotiating between the parties to this Agreement, to the extent that such matter is within the lawful scope of representation.
- 15.6.2 Unit members who have been notified of an impending layoff shall be entitled to use Personal Necessity Leave for the purpose of seeking other employment pursuant to Section 11.5.
- 15.6.3 Laid off unit members that are eligible for district sponsored health insurance benefits shall be entitled to District paid insurance benefits for a period of sixty (60) days after the last day of paid status. In the event the laid off unit member obtains insurance coverage from another employer, District-paid insurance benefits shall be discontinued.
Rev. 08/16
- 15.6.4 The District shall offer laid off unit members on a reemployment list the first opportunity to perform substitute assignments within their previous classification to the extent practical.

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ARTICLE XVI

COMPENSATION

16.1 Medical, Dental, and Vision Insurance Coverage

16.1.1 Each unit member regularly assigned to work eight (8) hours per day for 183 or more days in a school year shall receive a maximum District insurance premium contribution of \$11,500 per fiscal year effective October 1, 2024. The District insurance premium contribution will first be applied to the cost of medical insurance coverage elected, then to the cost of dental insurance coverage elected, and then to vision coverage elected. *Rev. 10/24*

16.1.2 Part-time unit members employed after July 1, 1992, working at least six (6) hour per day for 183 days or more in a school year shall be eligible for a prorated District insurance premium contribution based upon her/his daily assigned hours as compared to eight (8). Such employees may decline insurance coverages, consistent with the requirements of the carrier/administrator.

16.1.3 Unit members employed after July 1, 1992, who are assigned to work less than six (6) hours per day, shall not be eligible for a District insurance premium contribution nor coverage.

16.1.4 Notwithstanding 16.1.2, part-time unit members employed as of the date of unification by a component of the Gateway Unified School District shall retain their coverage and method of proration of the above District insurance premium contribution.

16.1.5 It is agreed and understood that any premium costs not covered by the District premium contribution shall be borne by the unit members by payroll deduction.

16.2 Payroll Errors

Any payroll errors resulting in insufficient payment for a bargaining unit member shall be corrected, and a supplemental check issued, no later than five (5) working days after the unit members provides notice to the District.

16.3 Promotion

Any unit member receiving a promotion under the provisions of this contract shall be moved to the appropriate range and step of the new class to insure not less than a two and three-quarters (2.75%) percent increase as a result of that promotion, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

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16.4 Reclassification Procedures

16.4.1 Definitions

- (a) "Reclassification" means movement from one classification to another within the existing salary schedule/job classification structure contained in Appendix "B" based upon gradual increase of duties over a period of time.
- (b) Requests for salary schedule/job classification revisions are not appropriate for the procedures of this section, but are subject to negotiations between the parties, consistent with applicable provisions of this Agreement. Such request may be submitted by either party to this Agreement.

16.4.2 Procedures

- (a) The Association may submit to the District a request for reclassification of any unit position. Such request shall include a completed District reclassification review questionnaire form (Appendix "I"). The request shall be submitted by the Association to the District no later than March 1 of any school year in order to permit discussions thereon prior to June 30 of that same school year.
Rev. 11/14
- (b) The District and the Association shall meet prior to June 30 of the year in which the request is submitted in order to discuss the request.
- (c) If the reclassification is approved by the District then the reclassification will be effective July 1 of the subsequent school year.

16.4.3 Reclassification

Any unit member whose job is reclassified shall be placed at the same step on the range as she/he earned in the former range.

16.5 Longevity Pay

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- 16.5.1 The following longevity increase for consecutive years of Gateway district service shall be paid to unit members as specified below.

<u>Years of Consecutive District Service</u>	<u>Longevity Increase</u>
10	3% of the employee's annual salary
20	Additional 3% of the employee's annual salary

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16.6 Professional Growth

Effective July 1, 2013, bargaining unit members who successfully complete six (6) semester units of college courses and/or equivalent inservice training classes which are directly related to the employee's work and improvement of the performance of assigned duties, shall receive an hourly increase of fifteen cents (\$.15). Equivalent in-service training is defined as 15

hours per unit. This in-service training shall take place outside the unit members regular work assignment. Any District paid in-service may not be used to receive professional growth. Only those pre-approved classes and/or in-service training activities are eligible for this increase and must be completed within one (1) calendar year from approval. Documentation of completion of such in-service activities must be submitted to the District Human Resources office by September 15th of each year for this hourly increase to be reflected on the employee's salary for that fiscal year (July 1st). A maximum of 12 units per year may be applied to a unit member's hourly increase.

An additional hourly increase shall be received for the following:

- Six (6) semester units of college courses or equivalent in-service training classes, making a total of fifteen cents (\$.15) per hour.
- Twelve (12) semester units of college courses or equivalent in-service training classes, making a total of thirty cents (\$.30) per hour.
- Eighteen (18) semester units of college courses or equivalent in-service training classes, making a total of forty-five cents (\$.45) per hour.
- Twenty-four (24) semester units of college courses or equivalent in-service training classes, making a total of sixty cents (\$.60) per hour.
- Thirty (30) semester units of college courses or equivalent in-service training classes, making a total of Seventy-five cents (\$.75) per hour.
- Thirty-six (36) semester units of college courses or equivalent in-service training classes, making a total of Ninety cents (\$.90) per hour.
- Forty-two (42) semester units of college courses or equivalent in-service training classes, making a total of one dollar and five cents (\$1.05) per hour.
- Forty-eight (48) semester units of college courses or equivalent in-service training classes, making a total of one dollar and twenty cents (\$1.20) per hour.

Rev. 07/13

As of January 1, 2025 this article will sunset with the exception of those employees who have submitted and received approval of a professional growth plan form prior to January 1, 2025. Those employees who are already benefiting from a previous professional growth plan may elect to transfer to the provisions of article 16.6.1 or remain under article 16.6.

16.6.1 Professional Growth

- Unit members who have an associate's degree from an accredited institution shall receive a sixty cent (\$.60) per hour increase to their hourly pay.

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- Unit members who have a bachelor's or a master's degree from an accredited institution shall receive a one dollar and twenty cent (\$1.20) per hour increase to their hourly pay.
- The hourly increase will be considered at the time of hire or with proof of completion by providing a copy of the official transcripts to the Human Resources Department.
- The hourly increase will be paid to the employee in the payroll period following approval.
- Unit members receive only one hourly increase for the highest-level degree attained.

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16.7 Travel Reimbursement

Consistent with District policy, the District shall provide for the payment of the actual and necessary expenses including traveling expenses, of any unit member of the District incurred in the course of performing services for the District whether within or outside the District. The Board may authorize an advance of funds to cover such necessary expense. Provisions of IRS Fringe Benefit Guide Publication 5137 will be applied.

Rev. 11/14

16.8 Retiree Benefits

Unit members with at least ten (10) years' service in the District may, upon their retirement, who transfer directly from active employment with the District to retirement through the Public Employees' Retirement System (PERS), may be eligible to participate in the following program:

Rev. 07/20

16.8.1 The retiree may elect to continue District group insurance programs for a period not to exceed ten (10) consecutive years of coverage and not to extend past age 65. Subject to the approval of the insurance provider, the retiree may allocate the District premium contribution to any or all of the District group insurance coverages.

16.8.2 The District premium contribution shall be limited to a total of \$35,000 for full-time employees. In event the District contribution exceeds the cost of the premium, the District contribution shall be limited to the actual cost of the premium in any given year. The District contribution for part-time employees shall be prorated pursuant to Article 16.1. At the time of retirement, the retiree shall elect to allocate over a specified period of time the total amount of the District premium contribution to which he/she is entitled, as specified herein. The District contribution (35,000) shall be spread over the months from retirement to age sixty five (65).

Rev. 10/24

16.8.3 The District premium contribution shall be made on the following schedule:

Twenty (20) years District service . . . 100%

Fifteen (15) years District service 75%

Ten (10) years District Service 50%

16.8.4 Credit towards District service shall include years of service in those Districts which now constitute the Gateway Unified School District.

16.9 Out of Class Compensation

Unit members, who are assigned to work temporarily in a higher paid classification shall be paid at the higher classification, but in no case less than a two and three quarters percent (2.75%) increase. In the event the unit member works in a lower paid classification, the unit members shall only receive his/her current Step (not to exceed Step 7) at the range of the classification/work being performed and/or substituted. *Rev. 07/13*

16.10 School Recess Assignments

16.10.1 Unit members interested in working during school recesses (other than a short-term vacancy) must file the appropriate District form no later than May 1 of each year.

Such assignment shall be made from a rotational list based upon seniority and qualifications for employment in the classification.

16.10.2 Short-term vacancies shall be posted pursuant to Section 12.4 for unit members whose regular work schedule could accommodate the hours of the vacancy without incurring over time. Applicants shall be selected on the basis of seniority within that classification of the vacancy. If no unit member in the classification applies, the most qualified applicant with the highest District seniority shall be selected.

Rev. 11/14

16.11 Salary Overpayment

A unit member who has received any monetary overpayment from the District shall repay such overpayment on a schedule that is mutually agreed upon by the unit member and the District.

16.12 Salary Schedule Step Advancement

Effective July 1, 2015 the following provisions shall apply to unit members:

In any school year, unit members hired before March 1st shall be granted movement of one step on the salary schedule as of July 1st.

In any school year, unit members hired after March 1st shall be granted movement of one (1) year of experience on the salary schedule as of July 1st of the following school year.

The existing salary schedule anniversary increment date of unit members employed prior to July 1, 2000, shall not be modified.

Rev. 11/14

The salary schedule will cap at Step 26.

Unit members who were placed at Step 20 or above effective July 1, 2014 shall be grandfathered with a salary schedule that will cap at Step 32.

Unit members who are placed at Step 7 for the 2014-2015 school year and that were hired before March 1, 2015 shall be granted movement of one (1) year of experience on the salary schedule beginning July 1, 2015; and an additional one (1) year of experience each year thereafter. *Rev. 11/14*

16.13 Employee Expenses and Materials

16.13.1 The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit members for performance of employment duties.

16.13.2 The District shall replace or reimburse the cost for any personal tools lost, damaged, or stolen while being used to perform employment duties of the employee. The District must give permission and shall require an inventory of any personal tools to be used in employment.

16.13.3 The District shall provide any uniforms required for a unit member's assignment and shall provide for the cleaning and upkeep of said uniforms.

16.13.4 The District agrees to provide the full cost of any medical examination required as a condition of continued employment. The District has the right to designate a provider for such service.

16.14 A unit member whose assigned work shift commences between 2:30 p.m. and 4:00 a.m., and who is required by the immediate supervisor to remain on site, shall receive a shift differential in the form of an assigned shift of seven and one-half (7 1/2) hours, for which she/he shall be paid eight (8) hours at the regular rate of pay.

Rev. 11/14

ARTICLE XVII

NO DISCRIMINATION

Consistent with applicable provisions of law, no bargaining unit member will be discriminated against for reasons of race, color, religious creed, sex, national origin, age or physical handicaps, ancestry or marital status, or for any activity associated with CSEA.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

18.1 Savings

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Upon request of either party, the parties shall meet and negotiate regarding a provision replacing the severed provision.

18.2 Term of Contract

The term of this Agreement shall be from July 1, 2022, through June 30, 2025, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than September 30th, unless an alternate date is mutually agreed upon by both parties of its desire to amend, modify or terminate the Agreement.

18.3 Reopening Provisions

18.3.1 This Agreement is, to the extent authorized by law, the entire agreement between the parties. It is agreed and understood that the provisions of this Agreement shall not be renegotiated for the term of this Agreement, except as specifically provided herein and except by mutual consent. Any such negotiated modifications to this Agreement shall be reduced to writing and shall be duly signed by the representatives of each party.

18.3.2 Each party may reopen negotiations on Article XVI: Compensation and a total of two (2) other Articles of this Agreement or subjects within the lawful scope of representation by notifying the other party in writing no later than September 30th of each such fiscal year. *Rev. 07/13*

Rev. 02/19

**GATEWAY UNIFIED SCHOOL DISTRICT
CLASSIFIED (Hourly) SALARY SCHEDULE
EFFECTIVE JULY 1, 2024**

Appendix A

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7-8	Step 9-10	Step 11-12	Step 13-14	Step 15-16	Step 17-18	Step 19	Step 20
Paraprofessional I, S.A.I.L.S. Group Leader	A	\$16.87	\$17.38	\$17.90	\$18.26	\$18.81	\$19.37	\$19.76	\$20.16	\$20.56	\$20.97	\$21.39	\$21.82	\$22.25	\$22.70
Child Care Paraprofessional	B	\$17.13	\$17.64	\$18.17	\$18.53	\$19.09	\$19.66	\$20.06	\$20.46	\$20.87	\$21.28	\$21.71	\$22.14	\$22.59	\$23.04
Community Liaison/Bilingual/Bicultural Assistant, Computer Lab Technician, Paraprofessional II, Preschool Assistant, Special Education Preschool Assistant	C	\$17.38	\$17.91	\$18.44	\$18.81	\$19.38	\$19.96	\$20.36	\$20.76	\$21.18	\$21.60	\$22.04	\$22.48	\$22.93	\$23.38
Clerk Typist I, One-on-One Paraprofessional, Paraprofessional III, School Bus Attendant, Technology Support Clerk	D	\$17.65	\$18.17	\$18.72	\$19.09	\$19.67	\$20.26	\$20.66	\$21.08	\$21.50	\$21.93	\$22.37	\$22.81	\$23.27	\$23.73
Cook, High School Health Clerk, Paraprofessional IV	E	\$17.91	\$18.72	\$19.28	\$19.66	\$20.25	\$20.86	\$21.28	\$21.70	\$22.14	\$22.58	\$23.03	\$23.49	\$23.96	\$24.44
Cook/Food Delivery, Library Media Technician, School Campus Monitor	F	\$18.18	\$18.91	\$19.98	\$20.79	\$21.21	\$21.63	\$22.50	\$22.95	\$23.41	\$23.88	\$24.36	\$24.85	\$25.34	\$25.85
Attendance Technician, Attendance Technician (K-8), Continuation High School Secretary, Counseling/A.D. Technician, Custodian, Department Secretary, Elementary and Middle School Secretary, Indian Ed. Coordinator, Project Technician, S.A.I.L.S. Site Coordinator, Secretary I, Secretary II, Warehouse Delivery	G	\$18.45	\$19.50	\$20.61	\$21.45	\$21.88	\$22.31	\$23.22	\$23.68	\$24.15	\$24.64	\$25.13	\$25.63	\$26.14	\$26.67
Clerk Typist II, Dispatcher, Maintenance/Grounds I, Maintenance/Grounds I/Relief Bus Driver, Mechanic I, Nutritional Services - Lead, Registrar	H	\$19.00	\$20.09	\$21.23	\$22.09	\$22.53	\$22.98	\$23.91	\$24.39	\$24.88	\$25.37	\$25.88	\$26.40	\$26.93	\$27.47

**GATEWAY UNIFIED SCHOOL DISTRICT
CLASSIFIED (Hourly) SALARY SCHEDULE
EFFECTIVE JULY 1, 2024**

Appendix A

Behavior Technician - Special Education, District Extended Learning Program Assistant, Field Technician, Information Technology Technician I, School Office Manager, Buyer/Delivery, Purchasing Warehousing, Parent Liaison	I	\$19.49	\$20.60	\$21.77	\$22.65	\$23.10	\$23.62	\$24.70	\$25.25	\$25.82	\$26.40	\$26.93	\$27.47	\$28.02	\$28.58
High School Office Manager, Preschool Teacher	J	\$21.08	\$22.28	\$23.55	\$24.50	\$24.99	\$25.55	\$26.72	\$27.32	\$27.93	\$28.56	\$29.13	\$29.71	\$30.31	\$30.91
Automotive Technician, Bus Driver, Bus Driver Trainer, Lead Preschool Teacher, Maintenance/Grounds II, Maintenance/HVAC, Mechanic II	K	\$21.64	\$22.87	\$24.17	\$25.15	\$25.65	\$26.23	\$27.42	\$28.04	\$28.67	\$29.32	\$29.90	\$30.50	\$31.11	\$31.73
Application System Technician, GREAT Partnership Accounting Technician, Mechanic III, Specialized Health Care (LVN), System Software Technician	L	\$24.17	\$25.54	\$27.00	\$28.09	\$28.65	\$29.30	\$30.63	\$31.32	\$32.02	\$32.75	\$33.40	\$34.07	\$34.75	\$35.44

Effective July 1, 2013 - All classified employees regularly employed for fewer than 260/261 days per year, regardless of the number of hours or days worked per week, the vacation credit shall be computed at the following rates:

Service Year	Rate
1-3	0.03846
4-10	0.05769
11-15	0.07692
16 +	0.08846

Effective July 1, 2024, the following longevity increase for consecutive years of Gateway district service shall be paid to unit members as specified below:

Years of consecutive district service

10

20

Longevity Increase

3% of the employee's annual salary

Additional 3% of the employee's annual salary

AA Degree: \$0.60 per hour

or

BA or MA Degree: \$1.20 per hour

JOB CLASSIFICATIONS PURSUANT TO ARTICLE 15.1.1

Appendix B

RANGE A

Paraprofessional I
S.A.I.L.S Group Leader

RANGE B

Child Care Paraprofessional

RANGE C

Community Liaison/Bilingual/Bicultural
Assistant
Computer Lab Technician
Paraprofessional II
Preschool Assistant
Special Education Preschool Assistant

RANGE D

Clerk Typist I
One-on-one Paraprofessional
Paraprofessional III
School Bus Attendant
Technology Support Clerk

RANGE E

Cook
High School Health Clerk
Paraprofessional IV

RANGE F

Cook/Food Delivery
School Campus Monitor
Library Media Technician

RANGE G

Attendance Technician
Attendance Technician (TK-8)
Continuation High School Secretary
Counseling/A.D. Technician
Custodian
Department Secretary
Elementary and Middle School Secretary

RANGE G (Cont.'d)

Project Technician
Secretary I
Secretary II
S.A.I.L.S Site Coordinator
Indian ED Coordinator
Warehouse Delivery

RANGE H

Clerk Typist II
Dispatcher Maintenance/Grounds I
Maintenance/Grounds I/Relief Bus Driver
Mechanic I
Nutritional Services – Lead
Registrar

RANGE I

Behavior Technician - Special Education
District Extended Learning Program Assistant
Field Technician
Information Technology Technician I
School Office Manager
Buyer/Delivery
Purchasing Warehousing
Parent Liaison

RANGE J

High School Office Manager
Preschool Teacher

RANGE K

Bus Driver
Bus Driver/Trainer
Maintenance/Grounds II Maintenance/HVAC
Mechanic II
Lead Preschool Teacher
Automotive Technician

RANGE L

Application System Technician
GREAT Partnership Accounting Technician
Mechanic III
Specialized Health Care (LVN)
System Software Technician

Board Approved:
10/2024

GATEWAY UNIFIED SCHOOL DISTRICT

CLASSIFIED EMPLOYEE PERFORMANCE REPORT

APPENDIX D

Employee Name: _____ Evaluator: _____

Department: _____ Report period From: _____ To: _____

Classification: _____ Today's date: _____

After each factor, insert a rating which you feel best describes the employee's performance.

Objectives are to be mutually agreed upon by the employee and the supervisor.

Objectives must be provided if employee receives a rating of **1** or **2**.

1 = UNSATISFACTORY – Performance does not meet minimum standards.

2 = NEEDS DEVELOPMENT – Employee is making progress toward District Standards, but some improvement is needed.

3 = MEETS DISTRICT STANDARDS – Performance fully meets reasonable standards and is fully acceptable

4 = EXCEEDS DISTRICT STANDARDS – Performance is consistently notable, excellent and conspicuous.

Performance obviously above expectations and objectives.

PERSONAL RELATIONS:

	Rating	Comments/Objectives for upcoming period
Meeting and handling the public		
Cooperation with fellow employees		
Dresses appropriately for the position		
Works effectively with students, if applicable		
Attitude (i.e. discrete, courteous, positive)		

WORK HABITS:

	Rating	Comments/Objectives for upcoming period
Arrives at work on time and prepared		
Attendance – Reliability		
Observation of rules and regulations		
Care of district property		
Understands and follows instructions		
Proficient in technical aspects of position		
Proficient in knowledge of the position		

QUANTITY OF WORK:

	Rating	Comments/Objectives for upcoming period
Makes good use of time to complete tasks as assigned		
Is able to prioritize tasks		

QUALITY OF WORK:

	Rating	Comments/Objectives for upcoming period
Accuracy and attention to detail		
Neatness of work product		
Thoroughness		
Effective oral communication		
Effective written communication		

ADAPTABILITY:

	Rating	Comments/Objectives for upcoming period
Accepting of changes to tasks or methods		
Uses good judgment in critical situations		
Performance with minimum instruction		

INITIATIVE:

	Rating	Comments/Objectives for upcoming period
Works with minimal supervision		
Finds ways to improve output or make tasks easier		
Willingness to accept and carry out responsibility		
Motivated to learn new ideas and procedures		
Meeting objectives set on last evaluation, if any		

OVERALL RATING & ADDITIONAL COMMENTS:

This rating should be consistent with ratings received in all performance areas on this report:

Additional comments regarding the employee's performance or suggestions on performance improvement
(additional comments may be attached to this form):

ACKNOWLEDGEMENT:

This report represents my best judgment of this employee's performance.

Evaluator Signature: _____

Date: _____

This report has been discussed with me by my supervisor.

Employee's signature acknowledges that he/she has read and received a copy of this performance report. Employee's signature does not necessarily mean that he/she is in agreement with the evaluation scores given. If the employee wishes to respond to the contents of this report, he/she may attach separate pages.

Employee Signature: _____

Date: _____

EMPLOYEE COMMENTS:

**GATEWAY UNIFIED SCHOOL DISTRICT
PERFORMANCE EVALUATION
Classified Personnel**

APPENDIX D

Employee Name:	_____ Month Evaluation (3, 7 or 11 month)	Location Name:
Position:	Employee Status: Probationary	

PLEASE INDICATE RATING FOR EACH CATEGORY

(4)-Exceeds District Standards (3)-Meets District Standards (2)-Needs Development (1)-Unsatisfactory

<u>Personal Relations</u> <ul style="list-style-type: none"> Meeting and handling the public Cooperation with fellow employees Dresses appropriately for the position Works effectively with students Attitude 		<u>Quality of Work</u> <ul style="list-style-type: none"> Accuracy, neatness, thoroughness Effective oral communication Effective written communication 	
<u>Work Habits</u> <ul style="list-style-type: none"> Arrives at work on time and prepared Attendance-Reliability Observation of rules and regulations Care of district property Understands and follows directions Proficient in technical aspects of the job 		<u>Adaptability</u> <ul style="list-style-type: none"> Accepting of changes to tasks or methods Uses good judgment in critical situations Performance with minimal instructions 	
<u>Quantity of Work</u> <ul style="list-style-type: none"> Makes good use of time Ability to prioritize tasks 		<u>Initiative</u> <ul style="list-style-type: none"> Works with minimal supervision Finds ways to improve output or make tasks easier Willingness to carry out responsibility Motivated to learn new ideas and procedures Meeting objectives set on last evaluation 	

COMMENTS:

EVALUATOR: _____

TITLE: _____

EVALUATOR SIGNATURE: _____

DATE: _____

EMPLOYEE: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement. I also understand that this Performance Evaluation report will be placed in my personnel file within ten (10) days and that I may attach a written response.

EMPLOYEE SIGNATURE: _____

DATE: _____

Employee Comments:

GATEWAY UNIFIED SCHOOL DISTRICT

CLASSIFIED EMPLOYEE PERFORMANCE REPORT

APPENDIX D

Employee Name: _____ Evaluator: _____

Department: _____ Report period From: _____ To: _____

Classification: _____ Today's date: _____

After each factor, insert a rating which you feel best describes the employee's performance.

Objectives are to be mutually agreed upon by the employee and the supervisor.

Objectives must be provided if employee receives a rating of **1** or **2**.

1 = UNSATISFACTORY – Performance does not meet minimum standards.

2 = NEEDS DEVELOPMENT – Employee is making progress toward District Standards, but some improvement is needed.

3 = MEETS DISTRICT STANDARDS – Performance fully meets reasonable standards and is fully acceptable

4 = EXCEEDS DISTRICT STANDARDS – Performance is consistently notable, excellent and conspicuous.
Performance obviously above expectations and objectives.

PERSONAL RELATIONS:

	Rating	Comments/Objectives for upcoming period
Meeting and handling the public		
Cooperation with fellow employees		
Dresses appropriately for the position		
Works effectively with students, if applicable		
Attitude (i.e. discrete, courteous, positive)		

WORK HABITS:

	Rating	Comments/Objectives for upcoming period
Arrives at work on time and prepared		
Attendance – Reliability		
Observation of rules and regulations		
Care of district property		
Understands and follows instructions		
Proficient in technical aspects of position		
Proficient in knowledge of the position		

QUANTITY OF WORK:

	Rating	Comments/Objectives for upcoming period
Makes good use of time to complete tasks as assigned		
Is able to prioritize tasks		

QUALITY OF WORK:

	Rating	Comments/Objectives for upcoming period
Accuracy and attention to detail		
Neatness of work product		
Thoroughness		
Effective oral communication		
Effective written communication		

ADAPTABILITY:

	Rating	Comments/Objectives for upcoming period
Accepting of changes to tasks or methods		
Uses good judgment in critical situations		
Performance with minimum instruction		

INITIATIVE:

	Rating	Comments/Objectives for upcoming period
Works with minimal supervision		
Finds ways to improve output or make tasks easier		
Willingness to accept and carry out responsibility		
Motivated to learn new ideas and procedures		
Meeting objectives set on last evaluation, if any		

SUPERVISORY ABILITIES: *(if applicable)*

	Rating	Comments/Objectives for upcoming period
Planning and assigning		
Training and instructing		
Disciplinary control		
Evaluating performance		
Leadership		
Making decisions		
Fairness and impartiality		
Approachability		

OVERALL RATING & ADDITIONAL COMMENTS:

This rating should be consistent with ratings received in all performance areas on this report:

Additional comments regarding the employee's performance or suggestions on performance improvement
(additional comments may be attached to this form):

ACKNOWLEDGEMENT:

This report represents my best judgment of this employee's performance.

Evaluator Signature: _____ Date: _____

This report has been discussed with me by my supervisor.

Employee's signature acknowledges that he/she has read and received a copy of this performance report. Employee's signature does not necessarily mean that he/she is in agreement with the evaluation scores given. If the employee wishes to respond to the contents of this report, he/she may attach separate pages.

Employee Signature: _____ Date: _____

EMPLOYEE COMMENTS:

APPENDIX E

LONGEVITY PAY AS PER ARTICLE 16.6

BASS:

“After completion of Step 10, Unit Members shall receive an additional twenty-five cents (\$.25) per hour on the above schedule. Upon completion of two (2) additional years of service after Step 10, Unit Members shall receive twenty cents (\$.20) per hour on the above schedule. Upon four (4) years of additional service after Step 10, Unit Members shall receive an additional twenty cents (\$.20) per hour on the above schedule.”

BUCKEYE:

“At the completion of 10 school years of paid District service, an employee shall be paid an annual stipend of \$100.00. At the completion of 15 school years of paid District service, an employee shall be paid an annual stipend of 420.00. At the completion 20 school years of paid District service, an employee shall be paid an annual stipend of \$440.00. Payment of said stipends shall either be in one lump sum or on a monthly basis as selected by the employee. Such selection shall be on an annual basis according to District Procedures.”

CANYON:

No longevity provisions.

SHASTA LAKE UNION:

“Longevity Stipend: 3% increment after ten (10) years of District service, and every three (3) years thereafter. (Employees hired after January 1, 1987 shall be eligible to receive a maximum of four.”

SHASTA UNION HIGH SCHOOL:

CSEA: “effective 7/1/88 there will be longevity increments of 2.5% at the completion of 6 years, 10 years, 15 years, and 20 years of service with the District.”

ESP-SSEA/CTA/NEA: “Effective 7/1/88 there will be longevity increments of 2 1/2 % at the completion of 6 years, 10 years, and 20 years of service.

APPENDIX F

PROFESSIONAL GROWTH AS PER ARTICLE 16.7

BASS:

“Unit members shall be entitled to a One Hundred Dollars (\$100) annual stipend for each ten (10) semester units which are mutually agreed upon by the District and Unit member and which are successfully completed by the Unit member after July 1, 1981. Fifteen (15) hours of in-service training shall equal one (1) semester unit. Unit members may receive up to a maximum of Three Hundred Dollars (\$300) annually for thirty (30) units under this provision.

BUCKEYE:

“Any bargaining Unit member who completes ten (10) units of study or has taken workshops, and/or adult education training classes, shall be eligible to receive an increment of \$150 above their annual salary.

In order to qualify for credit, units of study or course of work, workshops and/or adult education training classes must have met the following conditions:

1. They must be related to employees work.
2. They must have approval of the Superintendent
3. Workshops and/or adult education training classes are determined in hours as follows:

8 Hours	-	½ Unit
15 Hours	-	1 Unit

Such annual personal growth stipend shall be paid annually by separate check and will continue annually thereafter until the bargaining unit member's employment with the district is terminated with the district.

The bargaining unit member wishing to receive increment benefits for the contract year must submit credits by September 15 of each year for consideration.

The bargaining unit member's stipend shall not be applied to the salary schedule for classified employees. The stipend shall be considered as such and outside any regular wage or salary payments to any employee receiving same. It shall not be considered when computing an employee's wages or salary on the schedule.”

CANYON:

“Classroom aides shall be compensated .03 cents per hour (\$.03) per college unit earned a maximum of seven (7) units per year to be applied to the salary schedule. A maximum of 100 units will be compensated. All instructional aides will receive pay increase

equivalent to one (1) unit of college for each six hours of in-service workshops training beginning 7/1/89..... The aide would be required to notify the district of their intention to take classes that might affect their salary for the next year by June 10th. Proof of completion of the units would need to be presented to the district by September 10th.”

SHASTA LAKE UNION:

Regular employees who, after July 1, 1984, successfully complete six (6) semester units of college courses or equivalent inservice training classes which are directly related to the employee's work and improvement of the performance of assigned duties, shall receive an hourly stipend of fifteen cents (\$.15). In order for training programs to be eligible for employee credit, the employee must obtain advance approval of the Superintendent by filing the appropriate District form and all training costs must be at the employee's expense and all training must occur on the employee's time. Training courses taken prior to the District employment, or courses taken which are required to maintain employment, are not eligible for employee credit. Except as provided below, no more than twelve (12) semester units shall be recognized for credit in this program. The District Superintendent may approve inservice training programs on the basis of fifteen (15) hours of semester units completed after September 2, 1988 which meets the above criteria shall be recognized for credit in this program. For salary advancement in any school year, verification of such units must be submitted to the District Office by September 21.

SHASTA UNION HIGH SCHOOL:

SSTA/CTA/NEA:

No professional growth provisions.
(There is educational cost reimbursement)

SCEA:

No professional growth provisions.
(There is educational cost reimbursement)

Appendix G

GRIEVANCE

Classified – Level I

TO: _____
(Appropriate Administrator or Immediate Supervisor)

DATE: _____

FROM: _____
(Grievant)

SCHOOL OR DEPARTMENT: _____

If you believe there has been a violation, misinterpretation or misapplication of a provision of the Agreement, give your statement of the problem, including the article, paragraph and subparagraph which establishes the basis for your complaint. Be sure to give all names, dates and other pertinent factual information. This form should be filed within ten (10) days after the informal conference with the grievant's immediate supervisor.

I. Statement of the Problem: (Include specific circumstances involved and specific contract violation, misinterpretation or misapplication.)

II. Decision Rendered at Informal Conference:

III. Specific Remedy Sought.

Signature of Grievant: _____

Cc: CSEA Chief Job Steward

Appendix G

GRIEVANCE APPEAL

Classified – Level II

TO: _____
(Next Level of Administration)

DATE: _____

FROM: _____
(Grievant)

SCHOOL OR DEPARTMENT: _____

This is a Level II Grievance which requires that copies of the written Level I Grievance and Level I Grievance Response be attached. In the spaces below please state your clear concise reasons for appealing the response at Level I. This form should be filed within ten (10) days after receiving the Level I Grievance Response

- I. Statement of Reasons for Appeal: (Include specific references to contract violation, misinterpretation or misapplication).

Signature of Grievant: _____

Cc: CSEA Chief Job Steward

Appendix G

GRIEVANCE APPEAL

Classified – Level III

TO: _____
(Superintendent or Designee)

DATE: _____

FROM: _____
(Grievant)

SCHOOL OR DEPARTMENT: _____

This is a Level III Grievance, Section 10.3.3. Within ten (10) days after the receipt of the written grievance by the Superintendent or Designee, the Superintendent or Designee shall submit his/her decision in writing to the grievant.

Please attach copies of the Initial Grievance at Level I and Level II, and Response at Level I and Level II.

- I. Clearly state reasons for appeal including specific alleged contract violation, misinterpretation or misapplication.

Signature of Grievant: _____

Cc: CSEA Chief Job Steward

GATEWAY UNIFIED SCHOOL DISTRICT
CLASSIFIED TRANSFER REQUEST FORM
(ARTICLE XII)

Name: _____

CURRENT INFORMATION

Classification _____

Hrs/day _____ Days/week _____ Days/year _____

Job Location _____

Hire date in classification _____

POSITION REQUESTING TRANSFER TO

Job Location _____

Hrs/day _____ Days/week _____ Days/year _____

Unit members may at any time submit this request form to the District. Ongoing transfer requests shall be resubmitted annually prior to April 1. Please refer to Article XII; Transfers and Filling of Vacancies for further clarification.

Comments: _____

Signature

Date