OROVILLE UNION HIGH SCHOOL DISTRICT

2211 WASHINGTON AVENUE

OROVILLE, CA 95966

AGREEMENT

BETWEEN

THE OROVILLE UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES

AND

California School Employees Association and its Feather River Chapter 342 (CSEA)

12/14/23 – 12/13/26

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PREAMBLE

This agreement is made and entered into by and between the Oroville Union High School District, hereinafter referred to as the DISTRICT and the Feather River Chapter #342 of the California School Employees Association, hereinafter referred to as CSEA.

ARTICLE 1

RECOGNITION

1.1 Acknowledgement:

The DISTRICT hereby acknowledges that CSEA is the exclusive bargaining representative for all Classified Employees holding those positions described in appendix “B”, attached hereto and incorporated by reference as part of this Agreement. All newly created positions, except those that lawfully are Certificated, Management, Confidential, or Supervisory shall be assigned to the bargaining unit.

1.2 Scope of Representation:

The scope of representation shall be as determined by the Public Employee Relations Board and Section 3543.2 of the Government Code. Nothing herein may be construed to limit the right of the DISTRICT to consult with CSEA on any matter outside the scope of representation. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this agreement or any addendum to this agreement, the provisions shall be binding on both parties.

ARTICLE 2

ORGANIZATIONAL SECURITY AND ASSOCIATION DUES

2.1 Membership and Dues Deduction:

2.1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 585 US_(2018).* The District shall refer all employee questions about CSEA or dues to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this Article. This agreement shall satisfy District's duty to bargain effects of the *Janus* decision.

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

2.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

2.2 Dues Deduction

2.2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

2.2.2 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative. CSEA shall notify the District in writing of any approved membership revocations, and the District will not process such withdrawals prior to such written notification.

2.2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

2.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

2.3 Membership Information

2.3.1 The District shall respond to all Public Records Act requests in accordance with law, especially when the public interest in disclosure is outweighed by the public interest in confidentiality.

2.4 Hold Harmless Provision

2.4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The District shall be required to promptly notify CSEA of any claims made by employees relating to due authorization.

2.4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

2.5 District Responsibilities

With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or equivalent fees, the District agrees promptly to remit such monies to the Association together with an alphabetical list of unit members for who such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

2.6 Association Responsibilities

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The District must receive at least thirty (30) days in advance any changes in dues.

ARTICLE 3

RIGHTS AND ACTIVITIES

3.1 The District will provide the Association with a Board agenda and minutes at least forty-eight (48) hours before a regular Board meeting.

3.2 Bus Drivers will inform the Transportation Supervisor of any prescribed medications being taken.

3.3 Upon appropriate written authorization from a member of the unit, the District shall deduct from the salary of any employee and make appropriate remittance for life insurance, annuities, credit union, charitable donation, or other programs jointly approved by the District and the Association.

3.4 Within thirty (30) days after the execution of this Agreement, the District shall post a copy of it on the District website and provide electronic copies to:

- The Chapter President;
- Each Chapter Executive Board member;
- Each Union Steward who does not hold any other Chapter Office;
- Each Negotiations Team member who does not hold any other Chapter Office;
- The Site Representative on each work site;
- for the CSEA Labor Relations Representative; and
- Any unit member who requests it.

It shall be the Chapter President's responsibility to indicate to the Superintendent the total number of copies needed to meet the above requirements. It shall also be the Chapter President's responsibility to distribute those copies to the above-named individuals.

Additionally, an electronic copy will be forwarded to the CSEA Labor Relations Representative in Microsoft Word or other technologically appropriate format to facilitate the drafting of proposals for negotiations and electronic storage only. It shall be the Labor Relations Representative's responsibility to provide an email address to the Superintendent for this purpose.

3.5 Employee Information

3.5.1 Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.

3.5.2 District Notice to CSEA of New Hires: The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail. The notice shall include the following information: Full legal name, date of hire, classification, and site.

3.5.3 The District shall provide CSEA with the following contact information on new hires on or before the last working day of the month in which they were hired, with each field listed in its own column:

a. First Name;
b. Middle initial;
c. Last name;
d. Suffix (e.g. Jr., III)
e. Job Title;
f. Department;
g. Primary worksite name;
h. Work telephone number;
i. Home Street address (incl. apartment #)
j. City
k. State
l. ZIP Code (5 or 9 digits)
m. Home telephone number (10 digits) (if known);
n. Personal cellular telephone number (10 digits) (if known);
o. Personal email address of the employee (if known);
p. Employee ID;
q. CalPERS status (YIN);
r. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

Newly hired employees may, in accordance with the Public Records Act (PRA) and this Agreement, request not to have the following information provided to CSEA:

- home address,
- home telephone number,
- personal cellular telephone number,
- personal email address, and
- birth date provided to their exclusive representative.

The District may not encourage employees to make such a request.

In lieu of the above, the District may comply with the obligations of this section by making available to CSEA a mutually agreeable secure FTP site or service with the above information that is updated on or before the last workday of the month.

3.5.4 Periodic Update of Contact Information: The District shall provide CSEA with the same bargaining unit members names, contact information, and other information in Article 3.5.3 above on the last working day of September, January, and May.

In lieu of the above, the District may comply with the obligations of this section by making available to CSEA a mutually agreeable secure FTP site or service with the above information that is updated on or before the last workday of the month.

The above language supersedes and replaces the MOU entered on October 10, 2017.

ARTICLE 4

JOB REPRESENTATIVES

4.1 Selection:

The DISTRICT affirms the right of CSEA to designate job representatives from among employees in the unit. CSEA shall notify the DISTRICT in writing of the names of the job representatives and the group they represent. If a change is made, the DISTRICT shall be advised in writing of such change.

4.2 CSEA Staff Assistance:

Job representatives shall be entitled to seek and obtain assistance from CSEA personnel.

4.3 New Employee Orientation

A CSEA representative designated by the Chapter President will be allowed to present information on CSEA rights and benefits during any new employee orientation with new bargaining unit members.

ARTICLE 5

HOURS AND OVERTIME

5.1 Work Week:

5.1.1 The workweek shall normally consist of five (5) consecutive days, eight (8) hours per day, and forty (40) hours per week. Upon mutual agreement between the supervisor and an employee the forty (40) hours per week can become flexible so that such work schedules as four (4), ten (10) hour days are possible without the requirement of overtime. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry out the business of the DISTRICT.

5.1.2 Full time custodians are allowed to subtract a thirty (30) minute lunch period from their eight (8) hours during the regular school days in which they work an evening shift. The definition of an evening shift is when the majority of the working day is past 5:00 p.m.

5.2 Rest Periods:

5.2.1 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each qualifying work period (except as provided in Sub Section 2 below). To qualify for one rest period, an employee must work three (3) or more up to six (6) hours. To qualify for a second rest period an employee must work six (6) hours or more. Rest periods shall be fifteen (15) minutes in length. Any employee who is working more than two (2) hours per day but less than three (3) employed on or before November 1, 2011 shall receive a fifteen (15) minute rest period for the duration of the assignment. All bargaining unit employees shall be granted rest periods, which insofar as practicable shall be in the middle of each qualifying work period (except as provided in sub-section 2 below) at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. (Effective 12/19/12)

5.2.2 Specified periods may be designated when the operations of the DISTRICT require someone to be present at the employee's work site at all times.

5.2.3 Rest period of a total of thirty (30) minutes on evening or special work shifts may be scheduled to the mutual convenience of the employees and supervisors.

5.2.4 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

5.2.5 A bargaining unit employee may request to combine their lunch with their break(s) if the unique requirements of their job make it too difficult to consistently take their uninterrupted break(s). Supervisor approval is required and both the employee and the supervisor must fill out the appropriate form and submit it to the Personnel Office (see appendix E for a copy of the form). Supervisors may not request such combination of lunch and break(s) and may not pressure a bargaining unit employee into making such request themselves. A member my rescind their request and take their lunch and breaks as specified above in Section A with one (1) weeks notice. (Effective 12/19/12).

5.3 Rest Facilities:

The DISTRICT shall make available at each site, lunch areas, restroom, and lavatory facilities for classified employee use.

Overtime Pay:

5.4.1 It is the policy of the Board to avoid the necessity of overtime whenever possible. When overtime work is necessary, and authorized in advance by the proper authority, all employees shall be compensated at time and one-half rate of pay.

The need to work overtime may sometimes arise unexpectedly such that advance authorization is not possible. Employees who legitimately work overtime hours due to unexpected events shall also be paid overtime for all such time worked. Legitimate reasons include working due to safety, unexpected emergencies that require immediate attention, and/or situations that are beyond the employee's control to end their shift on time. An employee may not choose to work overtime on the basis that they feel they are behind in their work or that is important to get their work done *at that time* as opposed to later.

5.4.2 Any employee who works more than eight (8) hours in one workday, or more than forty (40) hours in one work week shall receive overtime pay for all hours worked above 8 hours in a day or 40 hours in a week.

5.4.3 Any employee who works four (4) or more hours per day during five (5) consecutive days per work week shall receive overtime pay for all hours worked on the sixth (6^{th}) and seventh (7^{th}) day they work during that work week.

5.4.4 Any employee who works less than four (4) hours per day shall receive overtime pay on the seventh (7^{th}) day they work during that work week.

5.4.5 An employee who works in two or more classifications, paid at different pay rates, shall have their overtime compensation based on the rate of pay for the classification in which they worked additional time, and which caused them to work more than eight (8) hours in a day or forty (40) hours in a week.

For example: The employee works as Bus Driver paid at Range 17 for six (6) hours per day. They also work as a Custodian paid at Range 13 for two (2) hours per day. They regularly perform the Custodial work after completing their Bus Driver duties. During the day they are assigned one (1) hour of additional work, mid-day, as a Bus Driver. On this day, they worked seven (7) hours as a Bus Driver and their regular two (2) hours as a Custodian. Since they worked nine (9) hours that day, they are entitled to overtime for one (1) hour. Since the additional one (1) hour they worked was as a Bus Driver that day, the overtime rate shall be based on their Bus Driver rate of pay (Range 17) and shall be paid at one and one-half times their regular rate of pay as a Bus Driver.

5.4.6 Nothing in this section of the Agreement shall preclude the District and an employee from agreeing to a flexible work schedule. A flexible work schedule may be set at ten (10) hours per day for four (4) days per work week. Flexible work schedules may also be set so that the employee works eight (8) work days of nine (9) hours, and one (1) work day of eight hours over a two week period. Overtime will be paid to employees on flexible work shifts if they work more than forty (40) hours in a week or more than the assigned work time in a day. The District retains the sole right to offer or not offer flexible work schedules to employees, and such schedules if offered require employee approval.

5.5 Compensatory Time Off:

An employee may request compensatory time off in lieu of overtime pay and such request shall require DISTRICT approval. When compensatory time off is approved, it must be taken at the convenience of the department involved, at time and one-half the hours actually worked. If not taken within one (1) year, the employee must be paid for the overtime. Because of budget effects, efforts must be made to clear compensatory time within ninety (90) days of the date it was accumulated.

5.6 Call Back:

5.6.1 Any employee called back to work after completion of their regular assignment for emergency or unscheduled events or to unlock or lock the facility shall be compensated in one of the two following ways, at the employee's choice.

- A minimum of $50 for the call back, up to 3 hours, and time and one-half for additional hours after the first three (3), or

- Three hours of compensatory time off, up to the first three hours worked on call back, and pay or compensatory time off paid at the rate of time and a half for additional hours worked on call back after the first three (3). If the compensatory time off option is chosen by the employee, such earned compensatory time off must be used in the same fiscal year as it is earned or it will be paid off no later than July 31st of the next fiscal year. (Effective 4/2/14)

5.7 Overtime Distribution for Events at Harrison Stadium: (Effective 12/14/14)

5.7.1 School Sponsored Events

Overtime for student supervision at school-sponsored events will be offered to the Campus Supervisors and Universal Support Staff whose regular contracted assignment is at the sponsoring school in order of seniority. If the sponsoring school is unable to staff the event with employees from the site, overtime will be offered to Campus Supervisors and Universal Support Staff throughout the district in order of seniority. If overtime offers are rejected by regularly contracted staff, the district will attempt to fill the assignment with a substitute employee.

Maintenance staff will perform normal maintenance and custodial duties as part of their regular work assignment. The Campus Supervisors and/or Universal Support Staff working the school event may restock paper products in the stadium bathrooms and perform emergency maintenance repairs and custodial duties.

5.7.2 Events Sponsored by Outside Agencies/Business

When the stadium is used by and agency/business other than the district and a facility attendance is required for supervision and custodial duties, overtime will first be offered to the Maintenance staff in order of seniority. If the Maintenance staff decline the overtime, the overtime will then be offered to the Custodians and Universal Support Staff throughout the district in order of seniority. If overtime offers are rejected by regularly contracted staff, the district will attempt to fill this assignment with substitute employees.

ARTICLE 6

SALARIES AND FRINGE BENEFITS

6.1 Salaries:

6.1.1 The Salary schedules and classification of all employees are set forth in Appendices "A" and "B" of this Agreement. All temporary or substitute employees shall be placed on Column A of the step to which they are assigned. In the event that a probationary/permanent employee covered by this agreement is required or requested to perform work beyond their contracted days or work year such as special projects or substituting for employees on leave; the Oroville Union High School District shall compensate said employee(s) as defined below:

6.1.1.1 Increases:

a. For 2023-2024, each cell of the Salary Schedule (Appendix “A”) shall be increased by 7.36% effective July 1, 2023, for contracted employees within the District employed at the time of Board ratification. Only base pay adjustments will be retroactive.

b. For 2024-2025, the District will make a one-time off-schedule payment of $1000 to each active unit member as of the board approval date of this agreement. Only base pay adjustments will be retroactive.

c. For 2025-2026, the parties mutually agree to reopeners on Article 6.

6.1.1.2 Wages will be paid to any probationary/permanent employee who works <u>out of their classification</u> as a substitute but in “like or related work duties” at their regular rate of pay.

Example: If a Groundskeeper (Step 18/Column E) substitutes for a Custodian (Step 13/Column E), the employee will be paid at their current rate of pay (Step 18/Column E)

6.1.1.3 If an employee has been assigned by the Superintendent or designee to perform duties inconsistent with those assigned to the position, and which are at a higher level classification for at least one (1) full work day, the employee shall be compensated for this assignment at the same column of the salary step in the classification in which they are working.

6.1.2 All new employees shall be placed on the first column of the appropriate salary step except in rare cases when recruitment difficulties are encountered or an individual with unusually high qualifications is being considered for employment. The Board reserves the right to approve appointment above minimum in such instances. Credit for experience may be given not to exceed step E of the salary schedule.

6.1.3 When an employee reclassification has been approved by the Board, the salary adjustment shall become effective in the following pay period.

6.1.4 The anniversary date for classified employees shall be July 1. An employee shall receive their longevity step effective on their July 1 anniversary date after completing the required number of years of service to be eligible. Section 6.3 below provides how the initial anniversary date for purposes of determining eligibility for longevity. Longevity is based upon continuous years of employment with the District in the increments as

follows: 3% beginning with seven (7) years – ten (10) years – thirteen (13) years – sixteen (16) years – nineteen (19) years – twenty-two (22) years – twenty-five (25) years – twenty-eight (28) years – and thirty-one (31) years.

6.1.5 The District agrees to participate in the Classified School Employee Summer Assistance Program in fiscal years where the State allocates an appropriation of funds in the annual Budget Act or another statute (Education Code §45500.o.2).

6.2 Fringe Benefits:

The Fringe Benefit Schedule is set forth in appendix "C".

6.3 Anniversary Date and Step Advancement:

The anniversary date for all employees shall be July 1. Employees shall receive their first step advancement on the salary schedule upon completion of their probationary period. Employees shall receive their next step advancement on their anniversary date. The initial anniversary date of an employee who is hired before December 15 of the year shall be the July 1 prior to their hiring. The initial anniversary date of an employee hired on or after December 15 shall be the following July 1. Employees shall continue to receive their step advancement annually on their anniversary date until they reach the top step of the salary schedule.

Example:
Employee A is hired on September 12, 2022. Their anniversary date shall be July 1, 2022. Employee A shall receive their first step advancement on September 1, 2023 upon completion of the probationary period and receive their next anniversary step on July 1, 2024. This employee's years of service are:

2022/23 year 1
2023/24 year 2
2024/25 year 3

Employee B is hired on December 20, 2022. Their anniversary date shall be July 1, 2023. Employee B shall receive their first step advancement on January 1, 2024 upon completion of the probationary period and receive their next anniversary step on July 1, 2024. This employee's years of service are:

2022/23 year 0
2023/24 year 1
2024/25 year 2

- Hired on 9/12/22
  Probation ends 9/12/23 (9/12/22-9/12/23) (1st step increase 9/1/23)
  Anniversary date 7/1/22
  Employee is in 2nd year as of 7/1/23

- Hired on 12/20/22
  Probation ends on 12/20/23 (12/20/22-12/20/23) (1st step increase is 1/1/24)
  Anniversary date 7/1/23
  Employee is in 1st year as of 7/1/23

6.4 The parties agree to review and update three mutually agreed upon job descriptions each year of this Agreement.

ARTICLE 7

HOLIDAYS

7.0 Annual Work Year

In the event the Oroville Union High School District school year has an excess of 260 workday(s), for 12-month employees and/or an excess of 240 workday(s) for 11-month employees the excess day(s) will be utilized by employees as floating non-duty day(s). If the school year is less than 260/240 workday(s) the employee shall forfeit their floating holiday. The method for the utilization of the non-duty work day(s) shall be as per Article 7.1.1 Holidays, Floating Holidays.

7.1 Scheduled Holidays:

7.1.1 All classified employees shall be entitled to the following paid Holidays provided they are in paid status during any portion of the work day immediately preceding or succeeding the Holiday:

January 1st	-	NEWS YEAR'S DAY
3rd Monday in January	-	MARTIN LUTHER KING DAY
February 12th	-	LINCOLN'S DAY
3rd Monday in February	-	WASHINGTON'S DAY
Monday after Easter	-	EASTER
Last Monday in May	-	MEMORIAL DAY
June 19th	-	JUNETEENTH
July 4th	-	INDEPENDENCE DAY
First Monday in September	-	LABOR DAY
September 9*	-	FLOATING HOLIDAY*
November 11th	-	VETERAN'S DAY
Thanksgiving Day	-	THE DAY OF, THE DAY BEFORE & AFTER
December 24th	-	DAY BEFORE CHRISTMAS
December 25th	-	CHRISTMAS DAY
December 31	-	NEW YEAR'S EVE DAY

*The Floating Holiday is taken on a date selected by the employee with prior permission of the employee's immediate supervisor.

7.1.2 When a Holiday falls on a Saturday, the preceding workday not a Holiday shall be deemed to be that Holiday. When a Holiday falls on a Sunday, the following workday not a Holiday shall be deemed to be that Holiday.

7.1.3 Holidays shall also be governed by Ed Code Sections 37220 and 45203.

ARTICLE 8

VACATION PLAN

8.1 Eligibility:

8.1.1 Vacation benefits are earned on a fiscal year basis (July 1 through June 30).

8.1.2 Earned vacation shall be accrued monthly. If vacation earned during the previous fiscal year is not taken or scheduled by January 15th, the employee shall be paid at their regular rate for the remaining days in the regular February pay warrant.

8.1.3 Under unusual circumstances vacation may be taken at a later date upon approval by the Principal and/or Superintendent.

8.1.4 The chart below shows the schedule of how much vacation employees earn based on years of service. Employees will advance on the vacation schedule on their anniversary date (see Section 6.3 for explanation of anniversary dates). Full time employees earn vacation at the following rate:

FULL YEARS IN PAID STATUS	DAY/MO	DAYS/YR
1 thru 6	1.00	12
7 thru 10	1.25	15
11	1.33	16
12	1.42	17
13	1.50	18
14	1.58	19
15	1.67	20
20	1.75	21
25	2.00	24

8.1.5 Employees working less than eight (8) hours per day, or less then five (5) days per week, or less than twelve (12) months per year, shall earn vacation in an amount which the length of time they work bears to full time employment for twelve (12) months.

8.1.6 A classified employee must begin work on or before the 15th of the month in order to earn vacation for that month. When an employee is terminated for any reason, they shall be entitled to all vacation pay earned to the effective day of termination.

8.1.7 Earned vacation may be taken after completion of six (6) months of employment.

8.1.8 Vacations shall be scheduled at times requested by the employees so far as possible within the District's work requirements. In the event of a conflict between employees, seniority shall prevail.

ARTICLE 9

LEAVES

9.1 Sick Leave (E.C. 45191)

9.1.1 Every classified employee employed full-time (12) months (40 hours per week) shall be entitled to twelve (12) days (96 hours) leave of absence for illness or injury. A classified employee employed less than full-time shall be entitled to that proportion of twelve (12) days (96 hours) leave of absence for illness or injury as the number of hours they are employed bears to full-time employment.

Eleven (11) month employees shall receive eleven (11) days. An eleven (11) month employee working less than full-time shall be entitled to that proportion of eleven (11) days (88 hours) leave of absence for illness or injury as the number of hours they are employed bears to full-time employment. (Effective 3/26/15)

School day only employees and ten (10) month employees shall receive ten (10) days (equivalent number of hours depending on work schedule). Sick leave calculations will be computed in hours. (Effective 3/26/15)

9.1.2 A sick leave benefit may not be used as severance pay. Credit for a leave of absence need not be accrued prior to taking such leave and may be taken at any time during the year. Should an employee terminate service with the District prior to earning the used sick leave, a deduction will be made from the final check. However, a NEW employee of the DISTRICT shall not be eligible to take more than six (6) days of the proportionate amount to which they may be entitled until the 1st day of the calendar month after completion of six (6) months of service. Employees must notify their Supervisor and the District Office of any intended absence no later than one (1) hour prior to the employee's normal start time (Bus Driver must follow rules of the Transportation Department, see Section 17.10). Employees taking sick leave will furnish a doctor's certificate upon request, for three (3) or more days of absence. (Effective 3/26/15)

9.1.3 Sick Leave can be used by a classified employee for the diagnosis, care, or treatment of an existing health condition, and for preventative care for the employee or any member of their family as defined in Section 9.1.4. *Sick leave may also be used by an employee who is the victim of domestic violence, sexual assault, or stalking.* (Effective 3/26/15)

9.1.4 "Member of the immediate family" means: (Effective 3/26/15)

- Child (biological, adoptive, foster, step, legal ward or to whom the employee stands in loco parentis), regardless of age or dependency status.
- Parent (biological, adoptive, foster, step, legal guardian, or person who stood in loco parentis when employee was a minor) of the employee or the employee's spouse/registered domestic partner.
- Spouse or registered domestic partner
- Grandparent of the employee or their spouse
- Grandchild of the employee or their spouse
- Sibling of the employee or their spouse

- Additionally, unit members may designate one person per twelve (12) month period who is not listed above as an immediate family member upon the need to take a leave.

9.1.5 Each regular classified employee shall be credited once a year with a total of 100 working days of paid sick leave, including days to which the employee is entitled under Education Code Section 45191. Such days of paid sick leave in addition to those required by Education Code Section 45191, shall not be accumulated from year to year, and shall be compensated at 50 percent of the employee's regular salary.

9.1.6 Military Veterans Sick Leave (E.C. 45191)
This section only applies to an employee hired on or after January 1, 2017, who is a military veteran with a military service-connected disability rate at 30 percent or more by the United States Department of Veterans Affairs. An employee who qualifies under these provisions is entitled to an additional 12 days of paid leave for the purpose of undergoing medical treatment for their military service-connected disability. The 12 days shall be credited once each 12 month period and is not cumulative from year-to-year. If not used during the 12-month period the leave shall not be carried over and shall be forfeited.

9.1.7 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of their position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the employee shall be employed in a vacant position in the class of the employee's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds. in which case the employee shall be listed in accordance with appropriate seniority regulations. [Educ. Code§ 45192(g).]

9.2 Bereavement Leave (E.C. 45194) (Effective 3/26/15)

9.2.1 Classified employees shall be entitled to no more than five (5) days of absences for the death of any member of the immediate family with no deduction from the salary of the employee.

"Member of the immediate family" means:

- *Spouse/domestic partner*
- *Mother, Father, Grandfather, Grandmother, or Grandchild of the employee or spouse/domestic partner of the employee,*
- *Son, son-in-law* ***or*** *daughter, daughter-in-law,*
- *Brother, brother-in-law* ***or*** *sister, sister-in-law, or*
- *Any relatives living in the immediate household of the employee.*
- *Additionally, unit members may designate one person per twelve (12) month period who ls not listed above as an immediate family member upon the need to take a leave.*

9.2.2 Mother and Father as used in this section is defined as the biological, adoptive, foster, step, legal guardian or person who stood in loco parentis when the employee was a

minor. Son, son-in-law, daughter, and daughter-in-law as used in this section is defined as biological, adoptive, foster, step, legal ward or person to whom the employee stands in loco parentis.

9.2.3 At the discretion of the Superintendent and where unusual circumstances exist, bereavement leave may be granted for a period longer than three (3) days, or because of death of a person in the foregoing definition. Written request shall be made to the Superintendent.

9.2.4 All Bereavement Leave under this section is separate and distinct from all other types of leave and from vacation. No deduction from any other accrued leave or from vacation will be taken when an employee uses bereavement leave.

9.2.5 Use of this leave shall be taken within three (3) months from the date of the death of the family member, and need not be taken consecutively.

9.2.6 Verification

Within thirty (30) days of a request by the District, the bargaining unit member may be required to provide documentation of the death of the immediate family member. Documentation includes death certificate, a published obituary, or written certification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

9.2.7 The leave described in Section 9.2 above shall be available to Unit members that experience a reproductive loss, including but not limited to miscarriage, stillbirth or a failed adoption by the Unit member or partner). The District shall maintain the confidentiality of the request and purpose of the leave, except as necessary to affect the purpose of the leave.

9.3 Maternity Leave (E.C. 45193)

9.3.1 A female employee who is pregnant shall notify the DISTRICT as soon as the fact of their need for maternity leave is established with reasonable certainty and the expected date the leave shall commence (if known) and the estimated duration of the leave.

9.3.2 The employee whose doctor certifies it is medically necessary for them to be off work due to their pregnancy may take Pregnancy Disability Leave under the Pregnancy Disability provisions of Government Code section 12945 for up to four months. They shall use their accumulated sick leave during the period of pregnancy disability leave. The beginning and ending dates of the leave will be determined on the basis of the employee's physical condition as certified by their physician.

9.3.3 If the unit member exhausts all of their accumulated sick leave, and continues to need pregnancy disability leave, they may utilize differential leave as provided in Education Code section 45196 for the duration of the four months' period, as certified by their doctor.

9.3.4 When returning to service, the employee's salary shall be that which they would receive had they not been absent from service to the DISTRICT, provided that they have rendered service to the DISTRICT for five (5) school months of the year in which they took the leave.

9.4 Paternity Leave

One day's paternity leave shall be granted the prospective employee on "the day" or "the take home day". This shall be leave with pay.

9.5 Parental Leave [Education Code 45196.1]

9.5.1 During each school year, a classified employee may use their sick leave or accrued vacation for the purpose of parental leave for up to 12 workweeks. "Parental leave" means leave for the reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

9.5.2 If the employee has exhausted their accumulated sick leave, they may use sick leave differential (Ed. Code 45196) which shall be compensated at not less than 50 percent of the employee's regular salary for the remaining duration of the 12 workweek period.

9.5.3 The employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period.

9.5.4 Parental leave taken under this section shall run concurrently with parental leave taken pursuant to Government Code section 12945.2 (California Family Rights Act). The employee is not required to meet the 1,250 hours of service within the previous 12 months in order to take parental leave under this section. Per Government Code section 12945.2, to the extent an employee has used CFRA leave for other purposes during the twelve preceding months, the twelve weeks afforded under this section shall be reduced by time already used.

9.5.5 An employee shall provide the District reasonable advance notice of their intention to take leave under this section if the need to take the leave is foreseeable.

9.5.6 If both parents are employed by the District, they are only entitled to one 12-week period for parenting leave. They shall inform the District of how they intend to use the 12-week period between them.

9.5.7 Leave provide under this section may be taken intermittently in full-day increments. An employee desiring to take this leave intermittently shall provide at least one week notice of intention to take intermittent leave if possible. Intermittent use of leave shall not serve to extend the one year period within which this leave is taken.

9.6 Family Leave Act

9.6.1 Definitions:

9.6.1.1 "Child" means a biological, adopted or foster child, a step child, a legal ward, or a child of a person standing in loco parentis as long as the child is under eighteen (18) years of age or an adult dependent child.

9.6.1.2 "Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, mother-in-law or step mother-in-law, father-in-law or a step father-in-law or another person who stood in loco parentis to the employee when the employee was a child.

9.6.1.3 Serious Health Condition" means an illness, injury, impairment or physical or mental condition that involves either:

- Inpatient care in a hospital, hospice or residential health care facility, or

- Continuing treatment or continuing supervision by a health care provider.

9.6.2 Eligibility:

9.6.2.1 Any eligible employee who has served the district more than one continuous year shall be eligible to take **unpaid** family care and medical leave under the provision of state and federal law.

9.6.2.2 The district may deny family care and medical leave to part-time employees who worked fewer than 1,250 hours during the previous year.

9.6.2.3 Family care leave may be used for the following reasons:

- Because of the birth of the employee's child, and in order to care for the child.

- Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.

- In order to care for the employee's child, parent or spouse with a serious health condition.

- Because of the employee's own serious health condition which makes the employee unable to perform the functions of their job, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.

9.6.3 Terms of Leave:

9.6.3.1 Family care leave shall not exceed 12 workweeks during any 12-month period. This 12-month period shall coincide with the fiscal year.

9.6.3.2 Leave taken pursuant to the state Family Care and Medical Leave Act shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act (FMLA), except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to family care and medical leave, an employee may be entitled to take pregnancy disability leave of up to four months. During the otherwise unpaid portion of pregnancy disability leave, the employee may use any accrued vacation, sick time or other paid leave.

9.6.3.3 Leave taken for the birth or placement of a child must be initiated within one (1) year of the birth or placement of the child. Such leave shall not be taken intermittently or on a reduced leave schedule unless the district and the employee agree otherwise. If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a total of 12 weeks.

9.6.3.4 During the period of family care and medical leave, the district shall require the employee to use their accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district. Accrued sick leave shall be used when the purpose of the family care and medical leave is one for which sick leave can be taken pursuant to the collective bargaining agreement.

9.6.4 Request, Advance Notice and Certification

9.6.4.1 The employee shall give the district at least 30 days written advance notice of their need for family care and medical leave. If the employee learns of the need for this leave fewer than 30 days in advance, they shall provide such notice as soon as practicable.

9.6.4.2 An employee's request for family care and medical leave shall be supported by a certification from the health care provider of the person requiring care. This certification shall include all of the following:

- The date on which the serious health condition began.
- The probable duration of the condition.
- The appropriate medical facts within the knowledge of the health care provider regarding the condition.
- If the employee is requesting leave because of their own serious health condition, the health care provider's certification that due to the serious health condition, the employee is unable to perform the functions of their job.
- If the employee is requesting leave to care for a child, spouse or parent who has a serious health condition, the certification shall also include the health care provider's:
    - Estimate of the amount of time the health care provider believes the employee needs to care for the child, parent or spouse, and
    - Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent for spouse.
    - If additional leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide re-certification as specified above.
    - If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced-leave schedule for planned medical treatment, the certification must state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.

9.6.5 Intermittent/Reduced Work Schedule Leave

Leave related to the serious health condition of the employee or their child parent or spouse may be taken intermittently or on a reduced work schedule when medically necessary; in such a case, the employee may be required:

- To take the leave for period of a particular duration not to exceed the duration of the planned medical treatment, or

- To transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave.

9.6.6 Maintenance of Benefits

9.6.6.1 During the period of family care leave, the employee shall continue to be entitled to participate in the district's medical, dental and vision plan.

9.6.6.2 During the period of family care leave, the employee shall continue to be entitled to participate in life, disability and accident insurance plans and/or any other employee welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the employee shall continue to be entitled to participate in these plans and the district may, at it discretion, require the employee to pay the premium for periods not covered by accrued leave.

9.6.7 Maintenance of Status

The employee shall retain their employee status with the district during the leave period, and the leave shall not constitute a break in service for the purposes of longevity or seniority under any employee benefit plan or collective bargaining agreement. For purposes of layoff, recall, promotion, job assignment and seniority related benefits such as vacation, the employee returning from family care leave shall return with no less seniority than they had when the leave began.

9.6.8 Reinstatement

9.6.8.1 Upon granting an employee's request for family care leave, the district shall guarantee to reinstate the employee in the same or a comparable position when the leave ends.

9.6.8.2 An employee who takes leave has no greater right to reinstatement than if they had been continuously employed during the leave period. If the district reduces its work force during the leave period and the employee is laid off for legitimate reasons at the time, they are not entitled to reinstatement.

9.6.8.3 The district shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any employee because they exercise the right to family care leave or because they give information or testimony related to their or another person's family care leave in an inquiry related to family leave rights.

9.7 Personal Necessity Leave (E.C. 45207)

9.7.1 Any employee may, at their election, use seven (7) days of their paid sick leave allotment during each year in case of personal necessity. The employee is not required to meet the personal necessity guidelines for one (1) of these seven (7) days and this day shall not be charged from sick leave. This is referred to as an employee's personal necessity free day. (Effective 3/26/15)

9.7.2 "Personal Necessity", as used in this section, means any situation which is serious in nature and involves circumstances the employee cannot reasonably be expected to disregard, and requires the attention of the employee during the assigned hours of work, subject to the following conditions:

- Any days used, as personal necessity leave shall be deducted from the employee's sick leave balance (except the personal necessity free day).

- The total number of days allowed in any fiscal year shall not exceed seven (7) regular workdays. Personal necessity leave is not cumulative from year to year.

- The employee shall use only the amount of time necessary to alleviate the emergency.

9.7.3 Events justifying personal necessity leave for an employee are as follows:

9.7.3.1 Prior Permission Not Required

- Death of a member of the employee's immediate family when additional leave is required beyond that provided in the bereavement leave policy.

- An accident involving the employee's personal property, or the person or property of a member of the employee's immediate family.

- Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena.

9.7.3.2 Prior Permission Required (Effective 3/26/15)

- Other occasions the employee cannot reasonably be expected to disregard that require attention during working hours for the following or similar purposes.

  - Personal appointments for family member.
  - Funeral for family members and close friends.
  - Graduations/weddings/other prominent family occurrences.
  - Field trips, 4-H or similar activities: Employees with children in school may use a maximum of three (3) personal necessity days per year to attend field trips, 4-H, or similar activities with their child without loss of pay.

- Personal necessity leave shall not be used for the following or similar purposes: vacation, shopping, hunting/fishing trips.

  Advance permission to take personal necessity leave shall be obtained from the employee's supervisor at least twenty-four (24) hours before the absence. The reason for the need of the absence is to be stated in the request. However, specific information of a personal nature or embarrassing nature is not required. The supervisor may require such proof as deemed necessary of the need for the use of personal necessity leave.

9.8 Jury Duty (E.C. 44036)

9.8.1 Classified employees shall be granted leave for the purpose of serving on jury duty.

9.8.2 Upon receiving notice to serve on jury duty, the employee shall report this information to their immediate supervisor. The Supervisor shall notify the Principal or Superintendent, whichever is applicable.

9.8.3 Employees serving on jury duty shall be paid the difference between the employee's regular earnings and any amount received as juror's fees. Mileage and meal allowances will be paid directly to the employee.

9.9 Military Leave

A classified employee granted military leave of absence shall retain all the rights and privileges earned and as granted by law.

9.10 Workers' Compensation (E.C. 45192)

9.10.1 Under State law, all employees are covered by Workers' Compensation Insurance for any injury or illness arising out of and in the course of their employment. It is the responsibility of the employee to report any injury to their supervisor immediately and to have the necessary forms completed.

9.10.2 An employee who is entitled to temporary disability benefits due to injuries sustained while working, will be paid at their full salary rate by the DISTRICT for the first sixty (60) days of their disability. The employee must return to the DISTRICT the full amount of their compensation checks. After the first sixty (60) working days, if the employee chooses to remain on the payroll, the DISTRICT will continue to pay the difference from their accumulated sick leave, unpaid time off, and earned vacation until all such time is exhausted.

9.10.3 New employees will become eligible for the benefits provided in this section upon completion of one (1) year of employment.

9.10.4 An employee retains priority to return to their same or similar job for thirty-nine (39) months after being released from work following an on-the-job injury.

9.10.5 The DISTRICT requires that employees receiving Workers' Compensation shall remain within the State of California while receiving benefits unless the Governing Board authorizes travel outside the state. None of the above shall be in conflict with E.C. 54192.

9.11 Unemployment Insurance

All classified employees are covered by Unemployment Insurance as indicated in E.C. 45208.

9.12 General Leaves of Absence (E.C. 45190)

9.12.1 General leaves of absence may be granted not to exceed twelve (12) months to persons employed on a full-time basis for at least three (3) years.

9.12.2 Reinstatement will depend on the availability of the position with preference given to the employee returning from the leave. Pay during the leave shall not exceed vacation time earned prior to the leave.

9.13 Catastrophic Leave Program/Donation of Sick or Vacation Leave (E.C. 44043.5)

9.13.1 Catastrophic Leave Contribution Guidelines

Consistent with Section 44043.5 of the California Education Code employees who wish to contribute sick leave days or vacation days for a fellow employee shall be subject to the following provisions:

9.13.1.1 On forms prepared and approved by CSEA Chapter #342, any district employee may donate up to five (5) or the equivalent in hours, days of sick leave or unused vacation time to a catastrophic leave bank for an employee who has suffered a catastrophic circumstance, and who has exhausted all other paid leaves. Donated sick leave day(s) or vacation day(s) will be allocated from the donor(s) on as equal a basis as is practicable. No employee shall donate more than five (5) days in one calendar year. Donations shall be no less than one (1) day.

9.13.1.2 Donations are from either sick leave day(s) or vacation day(s) accounts for any one donation.

9.13.1.3 Catastrophic circumstance shall be defined as a violent act of nature or man. Including long term disability or illness.

9.13.1.4 Any employee may donate to the bank providing that a minimum of 15 days/120 hours of sick leave for full-time, 12 month employees, and prorated number of hours for part-time employees is retained in their personal sick leave account.

9.13.1.5 Employee(s) shall be notified in writing of the transfer of sick leave or vacation day(s) to the catastrophic leave bank. Day(s) donated and used for the leave bank may NOT be recovered.

9.13.1.6 Contributions shall be made on a voluntary basis. Donated day(s) shall be converted to hours for the purpose of bookkeeping. Hours will be used in the order received, and any unused portion will remain in the Catastrophic Leave Bank. Contributions can be made at any time.

9.13.1.7 The District personnel department will keep track of the Catastrophic Leave Bank. On June 30th, or as requested, a report of bank hours will be given to CSEA.

9.13.1.8 CSEA Chapter #342 agrees that it will not file on its own behalf, or on behalf of any employee, any grievance, claim or lawsuit of any kind related to an attempt by an employee to retrieve donated catastrophic leave used by another employee pursuant to this provision.

9.13.1.9 CSEA Chapter #342 also agrees that it will not file on its own behalf or on behalf of any employee, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

9.13.1.10 CSEA Chapter #342 agrees to indemnify and hold harmless the District from any loss of damages arising from the implementation of this provision. In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to CSEA Chapter #342.

9.13.2 Catastrophic Leave Request Guidelines

Consistent with Section 44043.5 of the California Education Code employees who have exhausted all fully paid leave may use donated sick leave day(s) or vacation leave under the following provisions:

9.13.2.1 An employee has suffered a catastrophic circumstance, which is defined as violent acts of nature or man, or long term disability or illness requiring extended time off of work creating a financial hardship. Such leave will NOT subsidize workers' compensation or disability.

9.13.2.2 For the purpose of this donated sick leave or vacation leave provision, a member of the employee's family will be limited to a spouse, child (children), mother, father, or an individual over which the employee has legal guardianship.

9.13.2.3 To request catastrophic leave, the employee will submit a request in writing, provided by and approved by CSEA Chapter #342, to the Association president stating the facts which require a need for a transfer from the leave bank. The Association president will present the form and any related documentation to the Catastrophic Leave Committee. The Catastrophic Leave Committee will consist of the CSEA President, an executive board member chosen by the CSEA President and the Superintendent or their designee for approval. Decisions will be determined by a consensus. The Association president will notify the employee of the decision.

9.13.3.4 If the request is approved, the Association will be responsible to submit the required forms to the District authorizing the transfer of a specified number of hours from the Catastrophic Leave Bank to the requesting employee's sick leave or vacation leave account.

9.13.3.5 The Catastrophic Leave Bank will be reduced on an hour for hour basis, as needed for each hour of catastrophic leave awarded to the requesting employee.

9.13.3.6 In the event an employee exhausts their authorized number of hours from the leave bank, the employee may request additional leave pursuant to this section.

9.13.3.7 CSEA Chapter #342 agrees that it will not file on its own behalf, or on behalf of any employee, any grievance, claim or lawsuit of any kind related to an attempt by an employee to retrieve donated catastrophic leave used by another employee pursuant to this provision.

9.13.3.8 CSEA Chapter #342 agrees that it will not file on its own behalf or on behalf of any employee, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

9.13.3.9 CSEA Chapter #342 agrees to indemnify and hold harmless the District from any loss of damages arising from the implementation of this provision. In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to CSEA Chapter #342.

9.14 Association Leave

9.14.1 The District will grant up to twenty-four (24) hours of paid release time per year for the President or designee to conduct CSEA business, subject to the following provisions:

9.14.1.1 The President/designee shall reflect use of this as "Association Leave" in the Frontline system. The CSEA President shall inform the Human Resources

Department if a specific employee is designated as the “designee” to enable access to this bank of hours.

9.14.1.2 Such release time may be used for any CSEA-related purposes, including but not limited to meeting with employees, meeting with management, investigating and/or preparing potential or actual grievances, attending CSEA meetings, etc.

9.14.1.3 Release time under this provision does not include other EERA-required paid release time for meeting and negotiating, processing grievances including arbitration hearings. Those absences are paid release time pursuant to law, and not subject to reimbursement by CSEA.

9.14.1.4 Release time under this provision does not include discipline-related meetings with management, which will be treated as paid release time.

9.14.1.5 Release time under this provision does not include the release time negotiated by the parties to implement AB 119 for new employee orientations.

9.14.1.6 Upton use of the release time provided in this section, the District will submit an invoice to CSEA Chapter 342 for reimbursement of the cost of substitute, if a substitute is needed to cover the President/designee’s time while away for their job duties. Upon receipt of an invoice from the District, CSEA Chapter 342 shall reimburse the District the amount of the invoice within ten (10) days. The amount of the invoice shall not exceed the cost of the regular employee’s wages.

ARTICLE 10

EVALUATION

10.1 Evaluation

10.1.1 The initial probationary period for a new employee shall be six (6) calendar months from the date of hire. An employee released during the initial probationary period shall not be subject to the provision of Board Policy No. 4217.41 and shall not have the right to use the grievance procedure to appeal disciplinary action.

10.1.2 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implanting any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation according to law.

10.1.3 Each permanent employee will have a performance evaluation conference with their immediate supervisor at least once every other year. Probationary employees will be evaluated at the 4th month of their probationary period.

10.1.4 For the purpose of employee evaluation, supervisors will use a four (4) point scale consisting of: Exceeds requirements, Meets requirements, Needs improvement and Unsatisfactory.

10.1.5 Should the employee disagree with the evaluation received from their immediate supervisor, they may appeal the decision in writing and request a conference with the Principal or Superintendent with all parties present.

10.1.6 If after appeal to the Principal or Superintendent, the evaluation remains the same, a further evaluation must be made within thirty (30) days.

10.1.7 A continued unsatisfactory rating can lead to disciplinary action. Such action must be carried out within the law.

10.2 Discipline

Any changes proposed to Board Policy No. 4217.41 entitled “Classified Personnel Discipline/Suspension Just Cause” is subject to pre-notification to CSEA.

ARTICLE 11

TRANSFERS AND ASSIGNMENTS

11.1 A **transfer** refers to any action which results in the movement, relocation or reassignment of a classified employee to another worksite which may be judged to meet fluctuations in enrollment, instruction requirements or the desire of a classified employee for a change of assignment.

11.2 A transfer may be employee-initiated (**voluntary**) or District initiated (**involuntary**).

11.3 Notices of vacancies in non-restricted position shall be posted by the DISTRICT for not less than one (1) calendar week at all work locations prior to being filled.

11.4 Voluntary Transfer: A classified employee may request a voluntary transfer to an open or unopened position to take effect during the school year or at the beginning of the next school year. When such a request is received the following procedure shall be followed.

11.4.1 The filing of the request for a transfer is without prejudice to the employee. It shall not jeopardize, nor shall it be construed as an indication of dissatisfaction with their present assignment.

11.4.2 No reassignment, however, shall be requested before a conference has been held by the employee with the supervisor and/or the Assistant Superintendent of Business.

11.4.3 Request for transfer on file prior to posting of vacancies shall also be given consideration

11.4.4 When more than one (1) employee applies for the same position, the employee who has seniority in the District and who has the proper qualifications to perform the required services shall be given first consideration.

11.4.5 Voluntary transfer requests shall be given priority consideration over involuntary transfers.

11.4.6 A meeting between all parties concerned with regards to a voluntary transfer to an un-open position (in job sharing request) shall take place within fifteen (15) days from the request.

11.4.7 If a voluntary transfer request is denied, the employee shall be provided with the specific reasons for the denial. All requests for the transfer on file in the District office shall become inactive on October 1 of the following school year.

11.5 Involuntary Transfers:

Any transfer of classified personnel initiated by the District shall be made in full cooperation with all parties concerned whenever possible. Reason for the transfer shall be given and shall be discussed with the parties concerned, and expressly understood by those concerned, prior to any actions being taken or any public announcement of contemplated action.

11.5.1 An involuntary transfer shall not result in the loss of compensation, seniority or any fringe benefit to an employee.

11.5.2 Involuntary transfers shall be done on a reverse seniority basis.

11.6 No employee shall be transferred for disciplinary reasons unless the District has fulfilled its obligation to evaluate the employee in accord with the procedures outlined in Article X, “Evaluation”, of this Agreement.

11.7 **Assignments:** Classified employees are assigned to various duties by their immediate Supervisor upon approval of Superintendent or designee.

ARTICLE 12

GRIEVANCE PROCEDURE

12.1 Definitions:

12.1.1 Grievance: A grievance is defined as the misinterpretation, misapplication, or alleged violation of this Agreement.

12.1.2 Effect on Disciplinary Action: A grievance may only be filed alleging a violation, misinterpretation, or misapplication of the provisions of the disciplinary article (Article XII) of the collective bargaining agreement. However, the decision to seek disciplinary action, the merits of the disciplinary action being considered, and the final decision making authority of the Board on disciplinary action are not subject to the grievance procedure.

12.1.3 Grievant: A grievant is an employee or CSEA itself alleging that they have a grievance as defined in this article. An aggrieved employee may elect, in writing, to be their own representative rather than have CSEA provide representation subject to the provisions of Section 12.4. If the grievant elects to be their own representative at any step of the grievance procedure, CSEA shall be relieved of any further obligation of representation and any expense of the grievance procedure.

12.1.4 Immediate Supervisor: Is the supervisor, manager, or administrator responsible for directing the employee's work and evaluating and/or disciplining the employee. The Immediate Supervisor may be a school Principal.

12.2 Grievance Procedure: It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is also the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of the grievances.

12.2.1 Step 1 – Informal: Within twenty (20) work days after the act or omission giving rise to the grievance, an aggrieved employee(s) may present, directly or through their CSEA representative, a grievance to their immediate supervisor. The grievance shall be submitted orally. The immediate supervisor shall provide an oral response within five (5) work days of the oral presentation of the grievance. If the grievance is not resolved informally, the grievance may proceed to Step 2.

12.2.2 Step 2 – Formal: Within five (5) work days after the date that the Immediate Supervisor's response is due, the grievant may present, directly or through their CSEA representative, a Step 2 formal grievance to their immediate supervisor in writing. A written response to the grievance shall be submitted to the CSEA representative and/or the aggrieved employee(s) within five (5) working days from the submission of the grievance. At the request of the grievant, their CSEA representative, or the immediate supervisor, a conference shall be held with the immediate supervisor. If a conference is requested, the five (5) working day timeline for the immediate supervisor's response shall commence upon completion of the conference.

12.2.3 Step 3-Appeal to Superintendent: If the grievant is not satisfied with the Step 2 response of the Immediate Supervisor, or if the Immediate Supervisor fails to respond to the grievant within the timelines established in Step 2, the grievant may submit the grievance in writing to the Superintendent or designee. A Step 3 grievance must be filed within five (5) work days after the date of the Immediate Supervisor's Step 3 response was due. Within five (5) work days after receipt of the Step 3 grievance, the

Superintendent/designee shall hold a meeting with the Grievant, the CSEA representative, and the Immediate Supervisor to discuss resolution of the grievance. The grievant and the CSEA Representative shall be notified in writing of the response at Step 3 within five (5) work days after the meeting.

12.2.4 Appeal to the Board of Education: If the grievant is not satisfied with the decision of the Superintendent at Step 3, CSEA may submit the grievance in writing to the Board of Education at Step 4. The Step 4 grievance shall be submitted within five (5) work days after receipt of the Step 3 response. The Board will convene a grievance conference in closed session on the next regularly scheduled Board meeting date to hear the grievance. If the parties are in agreement, the conference may be continued to the next regular meeting. The Board shall provide a written response to the grievant by no later than the next regularly scheduled Board meeting after the grievance conference is concluded.

12.2.5 Step 5 – Binding Arbitration: If the grievance is not satisfactorily resolved at Step 4 or if the procedures of Step 4 are not followed, the CSEA may submit the grievance in writing to Step 5, Binding Arbitration. The grievance must be submitted within five (5) working days of the response at Step 4. If no response was received at Step 4, the grievance must be submitted within five (5) days from the date the Board should have responded by at Step 4.

12.2.5.1 Selection of Arbitrator: The Superintendent or their designee shall, within twenty (20) work days of receipt of the Step 4 grievance, contact the California State Medication and Conciliation Service (SMCS) to request a list of five (5) experienced arbitrators. The District and CSEA shall mutually select the arbitrator by striking names from the list until only one remains. The parties shall alternate which party strikes the first name from grievance to grievance. The CSEA representative and the District representative will agree upon three (3) dates in each of the next three (3) months during which both parties are available for the arbitration.

12.2.5.2 Setting Dates for the Hearing: Once selected, the District shall contact the arbitrator to notify them of their selection as the arbitrator for the grievance. The District shall provide the arbitrator the agreed upon dates for the arbitration. If the arbitrator is not available on any of those dates, they shall set up a conference call with the parties' representatives to select a date(s) for the arbitration.

12.2.5.3 Arbitrator's Authority: The arbitrator shall conduct the hearing in accordance with the rules of the American Arbitration Association (AAA). The arbitrator shall have no power or authority to add to, subtract from, or modify the terms of this Agreement. The arbitrator shall have no power or authority to add to, subtract from, or modify the terms of District policies, rules, regulations or procedures except to the extent that such addition, subtraction or modification is necessary for policies, rules, regulations or procedures to comply with the provision of this Agreement. The decision and award of the Arbitrator shall be final and binding upon both parties.

12.2.5.4 Processing the Grievance at Step 5: The parties recognize that each has internal processes through which decisions to arbitrate and/or to pay the costs of arbitration are respectively made. After submission of the grievance to Step 4, the timelines contained in Step 4 shall be held in abeyance for no more than forty-five (45) working days at the request of either party while that party

completes its internal processes for arbitration. If one party requests timelines at Step 4 be held in abeyance for this reason, the other party shall use the same time period to complete it internal processes for arbitration. Placement of the grievance in abeyance at Step 4 for these reasons may be extended only with the mutual agreement of both parties.

12.2.5.5 Cost of Arbitration: The costs of arbitration, including all costs of the arbitrator and court reporter if required shall be borne equally by the parties.

12.3 Group Grievances: If the grievance involves employees with different immediate supervisor, the grievance may be filed directly at Step 3.

12.4 Employee Processed Grievances:

12.4.1 An employee covered by this Agreement may present a grievance directly, and have such grievance resolved without intervention by CSEA provided that the resolution is consistent with the terms and provisions of this Agreement. CSEA shall be provided with copies of any grievance filed directly by employees and any responses by the District. Prior to resolution of any grievance, CSEA shall be given an opportunity to review the grievance documents and the proposed resolution.

12.4.2 CSEA shall have five (5) working days to file written objections to the proposed resolution if it believes the resolution is inconsistent with the terms and provisions of this Agreement. These objections shall be filed with the Superintendent. The Superintendent shall have five (5) working days to respond to CSEA's written objections. If CSEA believes that the Superintendent's response is still inconsistent with the terms and provisions of this Agreement, it may file a grievance directly to Step 4 on the issue(s) within five (5) working days from the response, or from the date of the response should have been received.

12.5 The District shall make available, for testimony in connection with the grievance, any District employee whose presence is requested by the grievant or CSEA. Any employee witnesses who are required to appear in connection with this Article shall suffer no loss of pay.

12.6 Grievance Processed During Regular Working Hours: The grievant and the CSEA Representative(s) shall be entitled to process a grievance during normal working hours without loss of pay or benefits.

12.7

12.8 Separate Grievance Files: All materials concerning any employee grievance shall be kept in a file separate from employee personnel files. The grievance file shall be available for inspection only by the employee or CSEA Representatives.

ARTICLE 13

NEGOTIATIONS

13.1 Notification, Public Notice and Release Time: (Effective 3/18/15)

13.1.1 Notification and Public Notice: For purposes of re-opening negotiations during the term of this Agreement or for opening negotiations for a new Successor Agreements, the parties agree that they will submit their proposals for public input no later than May 1st of the fiscal year. Such proposals shall be made for the purposes of negotiations for the following fiscal year.

13.1.2 Release Time for CSEA Negotiators: The District shall provide substitutes for a maximum of five (5) representatives of the Association's bargaining team, without loss of compensation to attend negotiations, impasse proceeding and fact-finding hearings.

13.1.2.1 Release time for negotiations for CSEA Representatives:

Morning Sessions: If the negotiations session is scheduled for the morning only and for less than five hours, the CSEA negotiators will be released from their regularly scheduled duties that morning and return for the remainder of their regularly assigned workday after taking their lunch break.

Employees who work split shifts may work their normal assigned hours either prior to the beginning of the session or after the session ends. The employee and the supervisor will work together to determine which split the employee will work, however, the Supervisor will make the final decision on which split will be worked. If their absence places an undue hardship on the department, the employee may be required to complete their shift and be paid overtime. For example, if the shift is an 8 hour shift, and negotiations last 3 hours, the employee shall report to work after the session and be required to work 5 hours.

If the employee is normally assigned to work five hours or less per day, they will not be required to return to work.

Afternoon Sessions: If the negotiations session is scheduled for the afternoon and for less than five hours, the negotiators will be released at least one hour from the beginning of the bargaining session. Employees who work the swing shift will only be required to work the number of hours of their shift minus the hours spent in negotiations. If their absence places an undue hardship on the department, the employee may be required to complete their shift and be paid overtime. For example, if the shift is an 8 hour shift, and negotiations last 3 hours, the employee shall report to work after the session and be required to work 5 hours. If the employee is normally assigned to work five hours or less per day, they will not be required to return to work.

Longer Sessions: If the negotiation session is scheduled for, and actually lasts six hours or more, regardless of start time, the negotiators will be released for the entire day. However, if their absence places an undue hardship on the department, the employee may be required to complete their shift and be paid overtime.

13.2 Interest-Based Bargaining:

13.2.1 The District proposes that the Oroville Union High School District and the California Schools Employees Association will attempt to find a positive means of resolving contractual issues by using Interest-Based Bargaining (IBB).

13.2.1.1 Each party will define their needs in a forthright priority list omitting "throw away" items.

13.2.1.2 After the adoption of the State budget, the Association and the District will meet during a work session to study the local school budget. This session will clarify school expenditures and the amount of monies available beyond said expenditures.

13.2.2 As a first alternative to impasse, the District and Association will submit difficult and unresolved issues to study committees. These are clearly defined study committees and are not designed to be mini/micro negotiation groups. The committee membership will provide equal representation of classified and management personnel. Each committee will be charged with the study of an unresolved issue in order to develop a common list of recommendations for both negotiating teams.

13.3 Impasse:

13.3.1 If notice has been given in accordance with the preceding sections and the parties have not been able to agree upon terms of a new agreement, either party may institute impasse procedures in accordance with the rule of the Public Employee Relations Board. Once the impasse procedures have been invoked, this Agreement shall remain in full force and effect until conclusion of the impasse process.

13.3.2 CSEA and District agree that chief negotiators shall be chosen from in-house personnel. It is agreed that a School Board member can elect to be a member of the District negotiating team if it is feasible. It is also agreed that all members of the CSEA team be District classified employees and that the members of the District bargaining team be full-time employed District personnel or elected officials. Either party has the right to representation at the table provided that 48 hours notice is presented to the other party.

13.4 Ratification of Additions or Changes:

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

ARTICLE 14

SAVINGS

14.1 If during the life of this Agreement there exists any law or any applicable rule, regulation, or order used by governmental authority other than the DISTRICT which render invalid, or restrain compliance with, or enforcement of, any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions.

14.2 Should a provision or application be deemed invalid, as describe in paragraph 1 above, the Board shall re-institute any benefit reduced or eliminated to the extent allowable under law. Moreover, upon written request of either party, the parties shall meet within ten (10) days to request to renegotiate the provision or provisions affected.

ARTICLE 15

REDUCTION OF WORK FORCE DUE TO LACK OF FUNDS AND/OR WORK

15.1 Definitions:

15.1.1 Layoff: Classified employees are subject to layoff for lack of work or lack of funds. Layoff for lack of work or lack of funds includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff. (Educ. Code § 45101; 45308.) The decision to reduce a bargaining unit member's work hours or work year, not as a result of bumping, shall first be negotiated with CSEA.

15.1.2 Class or Grade: A group of position alike in duties, authority, and responsibilities that require the same general knowledge, skills, and standards of performance and that are placed on the same step of the salary schedule.

15.1.3 Seniority Rank in Class: Date of hire in the present class assignment or higher classes.

15.1.4 District Seniority Rank: Date of hire in any class as a probationary or permanent employee.

15.1.5 Paid Service Hours: Any hours of duty or service in a paid status during the school year including holidays, recesses, summer school, approved military leave, unpaid illness leave, and unpaid industrial accident leave. (Educ. Code § 45102, 45195, 45198, 45308) (MVC 395, 395.1)

Paid service hours shall not include any hours compensated for on an overtime basis. (E.C. 45128, 45308)

15.1.6 Computation of Seniority Rank: Seniority rank in class and District service shall be computed using date of hire in paid status excluding overtime basis.

15.2 Layoff Procedures:

15.2.1 Classified employees shall be laid off inverse order of seniority by job classification (Educ. Code § 45308). Any tie in seniority shall be determined by lot.

15.2.2 No permanent or probationary employee shall be laid off as long as class vacancies exist or temporary short term or substitute employees are in a status of employment in the same class (Educ. Code § 45013, 45107).

15.2.3 Layoff notices

a. No later than March 15 and before a classified employee is given notice by the governing board of a school district that the employee's services will not be required for the ensuing year due to lack of work or lack of funds, the governing board of the school district and the employee shall be given written notice by the superintendent of the school district or the superintendent's designee that it has been recommended that the notice be given to the employee, stating the reasons that the employee's services will not be required for the ensuing year, and informing the employee of the employee's displacement rights, if any, and reemployment rights.

b. When classified positions must be eliminated as a result of the expiration of a specifically funded program, the employees to be laid off 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 their displacement rights, if any, and reemployment rights. (Educ. Code § 45117(g).)

15.2.4 An employee facing layoff may voluntarily displace (bump) an employee with less seniority in an equal or lower class in which the employee facing layoff formerly held permanent or probationary status (Educ. Code § 45101, 45308).

15.2.5 An employee facing layoff may, if granted the privilege, accept a reduction in assigned time in lieu of layoff or reclassification (Educ. Code § 45298).

15.2.6 An employee laid off or facing layoff may elect service retirement from the Public Employees Retirement System (Educ. Code § 45115).

15.3 Rights of Employees:

15.3.1 Any employee laid off shall be placed on a reemployment list ranked according to length of service in the class plus higher classes. The list shall be maintained for thirty-nine (39) months or until exhausted, whichever is sooner.

15.3.2 Any employee who elects voluntary retirement in lieu of layoff shall be placed on the appropriate reemployment list for their classes of service according to length of service (Educ. Code § 45115).

15.3.3 An employee who took a voluntary demotion (bumping) or reduction of hours in lieu of layoff shall be placed on the appropriate reemployment list for their classes of services according to length of service. In addition, such employee shall retain preferential reemployment and reinstatement rights for an additional twenty-four (24) months beyond the thirty-nine (39) month period in accordance with Education Code Section 45298.

An employee who voluntarily demotes in lieu of layoff will remain on the reemployment list until they are reemployed in the highest classification in which they have reemployment rights or until the 63 months of reemployment rights expires, whichever comes first. An employee who reduced hours in lieu of layoff will remain on the reemployment list until all hours have been restored or until the 63 months of reemployment rights expires, whichever comes first.

15.3.4 Employees shall be reinstated by class as employment opportunities occur according to seniority rank and eligibility on the reemployment lists. Reemployment shall be in the reverse order of layoff, retirement, reclassification, or reduction in hours due to lack of work or funds (Educ. Code § 45308).

15.3.5 Employees on Industrial Accident Leave (Educ. Code § 45192) or Non-Industrial Accident or Illness Leave (Educ. Code § 45195) upon ability to return to service, shall be placed on the appropriate reemployment list according to seniority rank when such lists have been created by layoffs due to lack of work or funds.

15.3.6 Employees on reemployment lists are eligible to compete for vacancies and to participate in promotional exams and procedures for which they can qualify.

15.4 Reemployment:

15.4.1 Employees on reemployment lists may be employed as temporary or short-term employees in any class for which the employee is qualified. However, such time served shall not count towards establishing seniority credits; neither shall it jeopardize their status for full reemployment.

15.4.2 A permanent or probationary employee reemployed within thirty-nine (39) months shall have all rights and privileges restored.

15.4.3 Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by Certified mail to the last address given to the District by the employee. A copy shall be sent to CSEA by the District. Employee notification shall be considered effective three (3) mail delivery days following mailing or upon receipt, whichever occurs first.

15.4.4 An employee shall notify the District of their intent to accept or refuse reemployment within ten (10) mail delivery days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within twenty (20) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employees' eligibility on the reemployment list, provided the employee notifies the District of refusal of reemployment within ten (10) mail days from receipt of the reemployment notice.

15.4.5 The District shall maintain a current seniority roster.

ARTICLE 16

DISTRICT RIGHTS AND RESPONSIBILITIES

16.1 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. Included in those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the kinds and levels of services to be provided, and the means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of DISTRICT operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any mater in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

16.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the DISTRICT, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and discretion in connections therewith, shall be limited by the specific and express terms of the Agreement and by applicable law.

ARTICLE 17

TRANSPORTATION DEPARTMENT PROCEDURES

17.1 Seniority and Route Assignments

17.1.1 Home to school routes are assigned by a process in which drivers select routes based upon qualifications and seniority.

Drivers will be assigned routes at the beginning of each school year. The Driver's hours shall initially be the same hours as their contracted hours at the end of the previous school year. Their hours may be adjusted pursuant to Section 17.3 below.

If changes are made to a Driver's route, the Transportation Director will make an effort to discuss the change with the Driver prior to implementing the change.

Contracted route times will be structured to include breaks and daily duties. Such duties may include checkouts, cleaning, reporting, unlocking gates and other related duties as specified in the Bus Driver and Courier job descriptions.

Routes that exclusively include pick-up or delivery to a district in special programs, [e.g., Butte County Community School ("BCCS" – LEAD ("Learn Everyday All Day"), Durham hearing impaired, and BASES ("Butte Area Social Emotional Solutions") – Butte County SELPA ("Special Education Local Plan Area")] whose calendar does not conform to the OUHSD's calendar, shall be adjusted to conform to the calendar of the other district. This paragraph will be effective when the route is open or the start of the 2020-21 school year, whichever occurs first. This section does not apply to routes covered by section 17.3.4.

17.1.2 Seniority: Seniority for purposes of route assignments shall be based upon employee's original hire date to a Bus Driver/Courier position with the Oroville Union High School District. Seniority accrued in any other type of work in a different classification will not be considered as bus driver seniority.

Seniority tie Breakers for Bus Drivers: If two or more Bus Drivers still have equal seniority, the tie will be broken by:

1st: The earliest date that a Bus Driver/Courier was placed on the Substitute Bus Driver/Courier list and who has substituted as a Bus Driver. Courier seniority does not count toward Bus Driver Seniority

2nd: The drawing of lots

Seniority Tie Breakers for Couriers: If two or more Couriers still have equal seniority, the tie will be broken by:

1st: The earliest date that a Courier was placed on the Substitute Courier list and who has substituted as a Courier.

2nd: The drawing of lots

17.2 Route Postings

The transportation department will post and email all open routes at least two weeks prior to the start of the school year. The posted route will contain the daily contract hours, length of route in days, the step level and the area and schools the route services.

An open route is a route in which the previous driver has left the job, route has been dissolved or changed, or driver opted to switch to a new route assignment. Drivers shall have the ability to keep the route they finished with the previous school year.

Drivers with seniority may notify the department in writing of interest or disinterest within the first five (5) days of the posting. All drivers shall be contacted by telephone at least one week prior to the start of school to select the next available route.

The employee with the required qualifications and highest seniority will be assigned to the route.

The process will continue until all open contracted routes have been filled.

17.3 Increase/Decrease in Contracted Time of Regular Bus Routes:

17.3.1 The first twenty (20) working days of each school year will be utilized to determine the accuracy of the contracted times of assigned bus and courier routes. The average time of the route over this period, rounded up to the next half hour increment, will become the contracted time for the driver assigned to the route, whether the time increases or decreases. Driver hours shall not be rounded up in excess of eight (8) total hours. Routes that increase or decrease to the next half hour increment shall be offered to drivers in accordance with the provisions of 17.3.2.1 and 17.3.2.2, respectively.

Example:
After the first twenty workdays, the work day for a Driver averages 4 hours and 20 minutes per day. The contracted hours for this Driver would be set at 4 hours and 30 minutes.

17.3.2 If a route's assigned time increases or decreases for more than twenty (20) consecutive days after the initial route adjustments are made at the beginning of the school year, and the change necessitates an increase or decrease in contracted time to the next half hour increment, the change will be treated as follows:

17.3.2.1 When the contracted time of the Driver will increase to the next half hour increment, routes shall be offered to Drivers for reassignment by seniority.

17.3.2.2 When the contracted time of the Driver will decrease to the next half hour increment, the Driver of the affected route may bid on any routes held by a driver with less seniority to protect their contracted hours. If the contracted hours of a Driver with less seniority is affected by this, that Driver may exercise the same rights.

17.3.3 The term "driver" as used above means a Courier assigned to a Courier route or a Bus Driver assigned to a bus routes.

17.3.4 All contracted OUHSD drivers, who drive home-to-school regular education bus routes for Oroville City Elementary School District, shall work a work year of one-hundred

ninety-six (196) workdays. This paragraph will be effective at the start of the 2020-2021 school year.

17.4 Implementation of Field Trip Assignments

17.4.1 Sign up and Rotation: At the beginning of each school year, all drivers will be given the opportunity to sign up for the field trip rotation list. This will be the only opportunity for field trip sign up. The rotation will be based on seniority and driver's qualifications. If a new driver has not received clearance by a State Certified instructor to drive mountain, city, or snow routes the driver will be passed in rotation and trip will be offered to next driver in rotation. It is the district's responsibility to provide above mentioned training as soon as possible. Any employee hired during the school year will be given the opportunity to sign up for the field trip rotation list upon hire date. This employee will be placed at the bottom of the list.

17.4.1.1 At the time drivers sign up to be on any trip list, they must indicate whether or not they want to be contacted while absent (vacation or sick leave) for purposes of being offered extra trips coming up. If they want to be contacted and offered extra trips, they shall provide a phone number at which they may be contacted.

17.4.1.2 For those drivers who want to be contacted, when a trip comes up and it will be their turn in the rotation, they shall be contacted once at the phone number they provided. The employee must respond during the weekly meeting just like any driver who is working that day.

17.4.1.3 A driver on vacation may actually drive an extra trip while on vacation. The number of hours deducted from the driver's vacation bank will be reduced by the number of hours of the trip. A driver on sick leave may not drive an extra trip while on sick leave.

17.4.2 Trip Assignment

17.4.2.1 Trips will be posted on the transportation digital display and emailed every Monday afternoon. If time allows, trips will be posted at least one week in advance. A list of trips and of the assigned driver(s) will be posted on the digital display. The trips will be chosen at the regularly scheduled Tuesday meeting. If a driver is not in attendance at the meeting it is their responsibility to contact the Transportation Lead and accept or decline the trip prior to the beginning of the meeting. Failing to contact the Transportation Lead or refusing a trip will result in the driver being skipped on the rotation list.

17.4.2.2 Drivers are required to sign off on the appropriate trip list for any trips that they decline. Once a driver accepts, declines, or is unavailable for a trip, their name will be moved to the bottom of the list and the next senior employee on the list will move to the top of the list and be eligible for the next available trip.

17.4.2.3 In the event of emergencies or late field trip request, the Transportation Lead with approval of the Transportation Supervisor will use personal discretion in assigning the trip. In most cases, the Transportation Lead will use the Extra Duty list to assign a Driver/Courier to the trip. The extra duty list will be updated yearly at the beginning of the school year and upon the hiring of any Driver/Courier.

Definition of an Emergency Trip:

- Trip request that comes in after trips are posted on the Transportation digital display

- Bus Driver drops out of, or is removed from a trip after saying “yes” to the trip.

17.4.2.4 It is not the intent of the trip assignment to provide equitable hours. It is the intent to provide a simple trip procedure that provides equal access to trips.

17.4.2.5 The field trip assignment system will be handled separately and will not apply to opportunities of driving extra hours due to substitution for absent drivers.

17.4.2.6 Each field trip driver will be responsible for preliminary trip preparation, such as, location of area (school, field, court etc.) in which they are going, (i.e. garbage bags, trip log sheet, time of departure, school organization being transported (sport, club, etc.), pre-trip evacuation speech to riders, etc.) Drivers may ask the Transportation Lead for assistance.

17.4.2.7 Employees eligible to be field trip drivers include employees in the following classifications: Bus Drivers, Mechanics, Couriers, Bus Driver Trainer. The Transportation Supervisor and Transportation Lead will only drive field trips in an emergency as defined above in Section 17.4.2.3.

17.4.3 Field Trip Pay

17.4.3.1 Duty Time:

Pay for field trips shall be at Step 19 for any hours assigned to the trip above and beyond their regular number of assigned hours (which will be paid at the regular rate of pay). Step 19 pay shall be at current column placement of the employee per the Oroville Union High School District classified salary schedule. Pay for field trips within major cities, mountains, or snow shall be at Step 22 and current column placement of the employee per the Oroville Union High School District classified salary schedule. A "major city" consists of a municipal corporation that has a population greater than two hundred thousand.

17.4.3.2 Standby Time:

Pay for stand-by time will be paid at Step 19 and current column placement of the employee regardless of the type of trip.

17.4.3.3 Overtime:

Overtime, as defined by California law, for field trips will only be provided as follows:

- After eight (8) hours of work time in a day and/or forty (40) hours of work time in a week.

- On the 6th and/or 7th workday in the workweek for employees having an average workday of 4 or more hours per day but less than 8 hours per day.

- On the 7th workday in the workweek for employees having an average workday of less than 4 hours per day.

17.5 Use of vehicles other than school buses by employees other than Bus Drivers:

District owned multi-passenger vehicles other than school buses may be used to transport students for extra-curricular activities including athletic trips only under the following conditions:

- District owned vehicles must be driven by Coaches, or other school personnel.
- Each site may use no more than three (3) District multi-passenger vehicles per trip to the same location based on vehicle availability.

17.6 Extra Duty:

Bus drivers who take more than one run per day shall serve forty-five (45) minutes per day for each **extra** bus check out and cleaning. Duties include safety checks, operating checks, related reports and cleaning duties.

17.7 Eligibility for extra work/field trips:

Eligibility for extra work and/or field trips shall be in accordance with the following:

17.7.1 During the regular school year, extra "Courier" work may only be assigned to Couriers and extra Bus Driver work may only be assigned to Bus Drivers. This includes any field trips.

17.7.2 During any recess period (Summer, Winter, Spring breaks) when Couriers and Drivers are not contracted, extra work, including any regularly scheduled home to school transportation or trips will be put up for bid among all Couriers and Drivers. These employees will use their seniority date in their classification as the seniority date for bidding this extra work. Note that an employee must be qualified to bid any route or assignment during these periods.

Example: A summer school bus route is posted and an eligible Courier with 10 years of seniority as a Courier bids the route and a Bus Driver with 2 years of seniority as a Bus Driver bids the route. These are the only two employees bidding on the route. The Courier will be offered the summer school route on the basis of greater seniority.

17.8 Mountain Routes:

17.8.1 Bus Drivers assigned to routes that include mountain driving will be paid Step 22 for all duty time above/beyond the agreed-upon pre-designated cut-off point where mountain driving actually begins. They will be paid Step 22 regardless of the kind of vehicle they are driving while above the pre-designated cut-off point and regardless of whether or not they are transporting students. Bus drivers will be paid for all duty time spent below the pre-designated cut-off point at Step 19.

17.8.2 Couriers assigned to routes that include mountain driving will be paid Step 17 for all duty time above/beyond the agreed-upon pre-designated cut-off point where mountain driving actually begins. They will be paid Step 17 regardless of the kind of vehicle they are driving while above the pre-designated cut-off point and regardless of whether or not they are transporting students. Couriers will be paid for all duty time spent below the pre-designated cut-off point at Step 15.

Pre-designated cut-off points include:

- Forbestown Road
- Pentz Road/Highway 70 (including any driving on or from Pentz Road)
- La Porte Road/Lower Honcut Road
- Rutherford Lane/Oro-Bangor Highway (Effective 3/26/15)

"Substituting" on other Routes:

17.8.3 If a driver is absent from duties and their route requires a "substitute" Courier or Bus Driver, such assignment will be rotated among drivers who sign up for the "substitute" list in seniority order. Sign-ups for the "substitute" list will occur at the same time as sign-ups for the trip lists.

17.8.4 Such offers will only be made when the absence of the regularly assigned Courier or Bus Driver is planned or when the Transportation Department knows of the absence by no later than noon on the previous day. Such a "substitute" offer may also not be made if it would result in a situation where all the routes cannot be covered. In these situations the Transportation Department may cover the route of the absent Courier or Bus Driver in any way they deem appropriate at their discretion.

17.9 Procedure for reporting Absences due to illness or injury (use of sick leave) (Effective 3/2/15)

When a Bus Driver suffers an illness or injury that is serious enough that they believe they cannot safely operate a school bus or other District vehicle, they shall use the following procedure to report their absence.

17.9.1 To notify the District that a Bus Driver will be absent due to use of sick leave, they shall call or go on-line to report absences to Frontline. The number for Frontline is 1-800-942-3767. The on-line address for Frontline is www.frontlineeducation.com. If there are any problems utilizing Frontline, the Bus Driver should notify the District's Receptionist at 538-2300, X 1100.

17.9.2 If they are reporting the absence during normal working hours, they must also notify the Transportation Lead immediately in order to permit substitute bus drivers to be notified.

17.9.3 If reporting the absence after normal working hours, they must contact a Transportation Lead at home in addition to using Frontline.

17.9.4 Telephone numbers are available to Bus Drivers in the District Directory or through the Transportation Office for the Transportation Lead.

17.9.5 Substitute coverage for a Bus Driver who is off work due to sick leave will continue on their assigned route until they notify the Transportation Lead that they are returning to duty. Bus Drivers are encouraged to notify the Transportation Lead by 4:00 PM the day prior to their return to duty.

ARTICLE 18

DISCIPLINARY ACTION

18.1 Termination of Probationary Employment

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at their discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

18.2 Involuntary Suspension without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees

Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

18.3 Causes for Taking Disciplinary Action

In addition to any disqualifying or actionable causes otherwise provided for by statute each of the following constitutes cause for disciplinary action against a permanent classified employee:

18.3.1 Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

18.3.2 Incompetency.

18.3.3 Inefficiency.

18.3.4 Neglect of duty.

18.3.5 Insubordination.

18.3.6 Dishonesty.

18.3.7 Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with them.

18.3.8 Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.

18.3.9 Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of their position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.

18.3.10 Excessive absenteeism, tardiness or a pattern of abuse of leaves which adversely affects the employee's ability to perform the duties or responsibilities of their position. Approved use of vacation or use of available sick leave (as provided by Section 9.1 of this Agreement) shall not be subject to this provision of the article.

18.3.11 Any other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the district or their employment.

18.3.12 Discourteous treatment of the public, students, or other employees.

18.3.13 Improper political activity including engaging in political activity during assigned hours of employment.

18.3.14 Misuse of district property.

18.3.15 Violation of district, Board or departmental rule, policy, or procedure.

18.3.16 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

18.3.17 Refusal to take and subscribe any oath or affirmation which is required by law in connection with their employment.

18.3.18 A physical or mental disability which precludes the employee from the proper performance of their duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law.

18.3.19 Unlawful discrimination, including harassment on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.

18.3.20 Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

18.3.21 Sleeping on the job.

18.3.22 Indifference to the welfare of pupils.

18.3.23 Offering of anything of value or offering any service in exchange for special treatment in connection with the employee’s job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

18.3.24 Theft.

18.3.3 No personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

18.4 Right to Representation:

An employee subject to disciplinary investigation and/or disciplinary action shall be entitled to CSEA representation and shall be notified of this right prior to beginning an investigatory meeting and/or in writing in the Notice of Recommended Disciplinary Action.

18.5 Initiation and Notification of Recommended Disciplinary Action

The Superintendent or designee may initiate disciplinary action as defined herein against a permanent classified employee. In all cases involving a personnel action, the person initiating the action shall file a written recommendation of disciplinary action with the Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:

18.5.1 A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).

18.5.2 A statement of the cause or causes for the personnel action, as set forth above.

18.5.3 A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.

18.5.4 A statement advising the employee of their right to an administrative review (hereinafter referred to as a Skelly Conference). Such statement shall identify the Administrator who will conduct the Skelly *Conference* and provide a contact number and/or email address which the employee may use to contact the Administrator to set a date and time for the Skelly *Conference*.

18.5.5 A statement advising the employee that they or their CSEA representative must make contact with the Administrator assigned to conduct the Skelly *Conference* within five (5) working days of receipt of the Charges**.**

18.6 Skelly Conference:

The employee shall have the right to CSEA representation at the Skelly *Conference* and may respond to the charges and allegations contained in the recommendation for discipline either orally or in writing.

The Skelly *Conference* will be conducted by an Administrator (Skelly Officer) who:

- Has no supervisorial/managerial authority over the accused employee, and
- Has not been involved in bringing charges against the employee, nor
- Has no prior knowledge of the alleged causes giving rise to the Recommendation for Disciplinary Action.
- Alternatively, an Administrator from another District may conduct the Skelly Conference.

18.7 Skelly Conference Decision:

Within fifteen (15) work days of the Skelly Conference, the Skelly Officer Superintendent or designee shall decide in writing whether to continue imposition of the recommended disciplinary action, reduce the disciplinary action, or dismiss the disciplinary action. This written decision shall immediately be provided to the employee and their CSEA representative if one was requested. The decision of the Skelly Officer may be provided later than fifteen work days with mutual agreement of the accused, CSEA and the Skelly Officer. If some of form of disciplinary action is recommended, the Skelly Decision shall include:

18.7.1 A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal) the Administrator is recommending based upon the Conference.

18.7.2 A statement of the cause or causes for the personnel action, as set forth above.

18.7.3 A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.

18.7.4 A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed. An appeal must be filed within five (5) working days from receipt of the Skelly Conference Decision.

18.7.5 A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

18.8 Employment Status Pending Appeal or Waiver

Except as provided herein, any employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending their appeal or waiver thereof. If the Skelly Officer recommends that a permanent classified employee should be dismissed and that their continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Skelly Officer or the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action.

This unpaid suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

Except in cases of emergency when the employee must be removed from the premises immediately, the Skelly Officer or the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of unpaid suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

Nothing in this section will preclude the District from placing an employee on a paid administrative leave at any time commencing with the initiation and notification of the Recommended Disciplinary Action.

18.9 Time Limit of Suspension

Except for an unpaid suspension imposed under 18.8 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to an unpaid suspension.

18.10 Right to Appeal

Within five calendar days after receiving the recommendation of personnel action from the Skelly Officer as described above, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent must be received or postmarked no later than the time limit stated herein.

In cases where an order of suspension without pay has been issued in conjunction with a Skelly Officer's recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order, and the necessity of the order shall be an issue in the appeal hearing.

If the employee fails to file a notice of appeal within the time specified in these rules, they shall be deemed to have waived their right to appeal, and the Board may order the recommended personnel action into effect immediately.

18.11 Amended/Supplemental Charges

At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action. If the amended or supplemental recommendation presents new causes or allegations, the employee and/or their CSEA representative shall be afforded a reasonable opportunity to prepare their defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

18.12 Hearing Procedures

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of the CSEA representative, counsel and witnesses. The parties shall be notified of the time and place of the hearing after ensuring availability of all necessary parties. The employee shall be entitled to appear personally, produce evidence, and have CSEA representation. The employee shall be entitled to a public hearing if they demand it when the Board is hearing the appeal.

18.12.1 The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

18.12.2 All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. However, the Board must employ separate counsel from the one presenting the case for the complainant.

18.12.3 If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.

18.12.4 If the appeal is heard by a hearing officer, they shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten days after the proposed decision is filed by the Board. After furnishing the proposed decision to each party, the Board may:

18.1.4.1 Adopt the proposed decision in its entirety.

18.1.4.2 Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.

18.1.4.3 Reject a proposed reduction in personnel action, approve the disciplinary action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.

18.1.4.4 Reject the proposed decision in its entirety.

18.12.5 If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, they shall prepare a proposed decision, as provided in item Section 18.12.4 above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.

18.12.6 In arriving at a decision or a proposed decision on the propriety of the proposed disciplinary action, the Board or the hearing officer may consider the records of any prior disciplinary action proceedings against the employee in which a disciplinary action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

18.13 Hearing Decision

The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them. The decision of the Board shall be certified to the Superintendent, and they shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or their designated CSEA representative personally or by registered mail. The decision of the Board shall be final.

18.14 Compulsory Dismissal

The district shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. However, the district may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years.

If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the district, although reemployment is not a guarantee. (Education Code 45123) The district reserves the right to dismiss an employee for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended and upheld, an employee will not be reemployed or compensated for the time they were suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if they are ultimately dismissed for the acts upon which the original charges were based.

Legal Reference:
EDUCATION CODE
35161 Delegation of powers and duties
44009 Conviction of specified crimes
44010 Sex offense
44011 "Controlled substance offense" defined
44940 Leave of absence; employee charged with mandatory or optional leave of absence offense
44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security; reports
45101 Definitions (including "disciplinary action," "cause")
45109 Fixing of duties
45113 Rules and regulations for classified service in districts not incorporating the merit system
45123 Employment after conviction of sex or narcotics offense
45302 Demotion and removal from permanent classified service
45303 Additional cause for suspension or dismissal of employees in classified service
45304 Suspension for reasonable cause; filing of charges; employee charged with mandatory or optional leave of absence offense
VEHICLE CODE
1808.8 School bus drivers; dismissal for safety-related cause
UNITED STATES CODE, TITLE 4212101 - 12213 Americans with Disabilities Act
COURT DECISIONS
CSEA v. Foothill Community College District, 52 Cal. App. 3rd 150, 155-156, 124 Cal. Rptr
830 (1975) ("Conduct unbecoming an employee" too vague

ARTICLE 19

LIVING CONTRACT

19.1 This agreement shall remain in full force and effect from this point on from **December 14, 2023** up to and including **December 13, 2026**, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing of its request to modify, amend or terminate the Agreement.

19.2 The California School Employee Association, Chapter 342 and the Oroville Union High School District agree that contract articles will be considered "living" and issues will be discussed as they arise.

DATE: 3/13/2025

FOR THE DISTRICT

Superintendent

FOR CSEA

CSEA President

APPENDIX "A"

SALARY SCHEDULE

The most current salary schedule can be found on the district's website (www.ouhsd.org) by clicking on the Human Resources button.

APPENDIX "B"

CLASSIFIED SALARY PLAN

CLASSIFICATION	STEP
Administrative Secretary	18
Adult Education Navigator	17
ATC Instructional Para-Educator	14
Attendance Technician	13
Bus Driver – Standard	19
Bus Driver – Mountain Route	22
Bus Driver Trainer	20
Bus Transportation Assistant	9
Campus Supervisor I	13
Campus Supervisor II	15
Cook/Manager I	10
Cook/Manager II	19
Courier - Standard	15
Courier – Mountain Pay	17
Custodian	15
Delegated Behind the Wheel Trainer	18
Dispatcher	20
District Lead Custodian	22
Education Technology Specialist	22
Food Service Department Secretary	18
Food Service Worker	5
Groundskeeper	18
Indian Education Liaison	20
Information System Programmer Analyst	30

Library Technician	12
Maintenance and Operations Lead	24
Maintenance Technician	22
Mechanic	23
Mechanic Assistant	17
Para-Educator I	8
Para-Educator II	12
Para-Educator, Bilingual	14
Special Education Clerical Aide	12
Special Healthcare Para-Educator	13
Storekeeper	16
Supplemental Education Technician	13
Systems Specialist	32
Transportation Department Lead	24
Transportation Secretary	17
Transportation Special Education Technician	20
Universal Support Staff	15
Vehicle Service Worker	13

APPENDIX "C"

FRINGE BENEFITS

C.1 During the period of this agreement, the DISRICT will pay Monthly Health and Welfare Insurance premiums for family coverage (not to exceed $14,928 annually) for each ½ time or more classified employee.

C.2 If the aforementioned premiums exceed the monthly figures set forth above during the term of this agreement, DISTRICT agrees to pay any such increases during the term of this agreement only and to reopen this provision and to negotiate relative to any such increase.

C.3 Beginning with the 1994/95 school year, employees will have the option of choosing between medical plans. If the employee chooses a less expensive plan, the employee will receive the premium savings each month; if the employee chooses to receive a more expensive plan, the employee will pay the additional premium monthly cost.

C.4 In the event the premiums during the term of this agreement exceed the annual cap of $14,928, the DISTRICT agrees to advance the cost of any increases in premiums above the monthly figures set forth above of $1244 per month for medical, dental and vision for up to a period of three (3) months. It is understood and agreed that in the event agreement is not reached within said period of time the DISTRICT shall not be required to pay any more than the monthly figure referred to above ($1244 for medical, dental and vision).

C.5 Classified employees working less than ¾ but more than ½ may elect the Health and Welfare Package with the employee contributing toward the total package costs prorated total hours worked per day over six (6) hours. For employees hired on or before June 30,2023, four (4) hour employees will earn fully paid benefit when their contract hours with the DISTRICT exceed 2,500 hours. The seniority hours that will be considered will go back retroactively from their date of hire. For employees hired on or after July 1, 2023, only those employees working ¾ or more shall receive fully paid benefits.

C.6 The DISTRICT shall provide fully paid Health Insurance coverage for employee and eligible dependents for employees reaching their 55th birthday, provided said employee has served ten (10) years in the DISTRICT prior to retirement. The retiring employee will have the same choice of health, dental, and/or vision plans available to employees of the DISTRICT at the time of retirement, subject to the cap in effect in the year of retirement. Payment of such benefits shall continue until the retiree attains age 65.

C.7 The open enrollment period for employee changes of medical insurance will be during the month of September each year.

C.8 Retirees may elect pay in lieu of health and welfare insurance benefits. The District will pay to the retiree the amount of its required contribution for retiree health and welfare insurance benefits at the time the employee opts to takes cash in lieu of benefits. The District will pay this amount annually to the employee for all the remaining years of eligibility until they reach the age of sixty-five (65). The District will process the first payment on the next payroll period following termination of benefits and will process subsequent year payments prior to October 1 of each succeeding year until the employee reaches age sixty five (65).

Once an employee chooses to receive pay in lieu of retiree health and welfare insurance benefits, their retiree benefits will cease at the end of the current month in which the employee makes their choice. Once the benefits are terminated, they cannot be reinstated.

These payments will be generated through the district payroll system and will be subject to all required statutory deductions. Should an employer contribution be required, the amount of that contribution will also be deducted from the pay.

C.9 Alternative Insurance Coverage

For the 2015/16 school year, upon providing proof of alternative insurance coverage to the District, an employee may elect to decline the District-provided medical, dental and vision insurance plan. Butte Schools Self-Funded Programs requires that an administration fee equal to the premiums of the least expensive health benefits plan available, including premiums, for the dental and vision plans selected by the bargaining unit must be submitted on behalf of the employee. If the administration fee is less than the annual cap, the employee will receive the savings each month. If the administration fee exceeds the annual cap, the employee will pay the additional monthly cost.

During a plan year, an employee that has declined health and welfare coverage may re-enroll in the plan for which the administration fee has been paid. The employee may change plans during the next open enrollment process.

This provision does not preclude an employee form re-enrolling in a plan after a break in coverage should there be a qualifying event as defined in the Butte Schools Self-Funded Program's Re-Enrollment After Break in Coverage policy.

This section will sunset effective July 1, 2016 and bargaining unit members will no longer be allowed to opt out of District provided insurances, even with proof of alternative coverage. However, any member who was taking advantage of the provisions of this section (C.9) in 2015/16 will be grandfathered in and allowed to continue to opt out of coverage. No administrative fee will be charged to these grandfathered members and they will receive the full amount of the District's contribution for coverage that they continue to opt out of.

APPENDIX D

REQUEST TO COMBINE LUNCH AND REST PERIOD(S)

The requesting employee must fill out the top half of this form and submit to their immediate Supervisor.

Employee Name:_____ Classification:_____

Work Site:_____ Hours worked per day:_____

Supervisor's Name and Position:_____

I wish to combine my lunch with: One break:_____ OR Two Breaks:_____

Employee's Reason for Request:_____

_____

_____

_____

_____

Employee Signature:_____ Date:_____

Supervisor must fill out the bottom half of this form. After completion one copy must be returned to the employee and a second copy must be sent to the Personnel Office for entry into the employee's personnel file.

I have reviews the above employee's request to combine their lunch and break period(s). The request is:

Approved:_____ Denied:_____

The reason for approval/denial is:_____

_____

_____

_____