AGREEMENT BETWEEN THE

ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT

BOARD OF TRUSTEES

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 459

IN EFFECT UNTIL:

JUNE 30, 2026

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ARTICLE I

Recognition

The parties hereby acknowledge that CSEA is the exclusive bargaining representative with all the attendant rights and obligations pertaining thereto pursuant to the Board resolution granting recognition to CSEA, which is incorporated herein by reference.

ARTICLE II

Board Rights and Powers

It is understood and agreed that the Board retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the items and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; 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, except as prohibited by law; and take action on any manner in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption or rescinding of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE III

Association Rights

CSEA shall have the following rights to be exercised in the conduct of its business as a party to this Agreement.

A. Use of Bulletin Boards:

At each major work site a portion of the available bulletin board space shall be provided for use by CSEA in the posting of notices and other items of interest to unit members. The authorized CSEA representative shall be responsible for the posting, contents, and removal of items posted. Prior to posting, a duplicate copy of the materials will be shown or given to the principal or site manager.

B. Use of District Mail System:

Official CSEA material may be distributed through the mail distribution system to unit members. A copy of each item so distributed will be furnished, at the time of distribution, to the principal or site manager and Superintendent, provided it is not sealed.

CSEA will have right of access to the email system provided that it be used in compliance with the email policy and not be used in violation of Education Code 7054 or 7055. A copy of each item so distributed shall be forwarded at the time of distribution to the principal or site manager and Superintendent.

C. Use of District Facilities:

The CSEA may use school buildings for meetings subject to the following conditions:

1. Use does not interfere with or impair the educational program.

2. Use has not already been granted under statute or District regulations.

3. The principal and/or Superintendent have been notified and granted approval in advance of the time and place of such meeting.

4. When required, CSEA shall fill out appropriate facility-use forms.

D. Use of District Equipment:

The CSEA, through qualified District employees, shall have the right, subject to reasonable regulation, to use the following District equipment for CSEA purposes: computers, copy machines, fax machines and audio visual equipment in district facilities. Such use shall be during the employee's non-duty hours and shall not interfere with the use of such equipment for District purposes. It is understood that the CSEA shall use its own supplies.

E. Access:

CSEA representatives who are not employed by the District shall have the right of reasonable access to places where unit members work. Such representatives must check through the immediate supervisor or site administrator for permission to contact employees on the premises.

F. Seniority List

The District will maintain a list of employees by classification and distribute it to CSEA by October 1 of each year.

ARTICLE IV

Hours and Overtime

A. Workday

The length of the workday shall be designated by the District for each classified position. Each bargaining unit employee shall be assigned a regular minimum number of hours per day, days per week, and months per year. Each bargaining unit member shall be assigned regular starting and quitting times by his/her supervisor. Such times, including total number of working hours or starting and ending times, shall not be changed without a minimum of 72 hours prior notice, except in cases of a bona fide emergency.

B. Bidding

1. Buses and routes are to be bid by individual drivers, based upon seniority within the Transportation Department. All contract bus drivers, returning after the summer vacation period, will bid for buses and routes at least one week prior to the first day of school. A second bid for the school year shall be held in mid-October.

2. When a route becomes vacant due to resignation, retirement, etc. between November and April, the Director of Transportation or management designee will open the bidding process (as outlined above) in order to fill the route.

3. Bidding shall be administered by the Director of Transportation or management designee, and is based on seniority.

4. The Director of Transportation or management designee reserves the right to assign a driver and a piece of equipment to a particular route or extra trip assignment when necessary for the efficiency or best interests of the District, provided the driver so assigned does not lose hours as a result of the assignment.

C. Workweek

For a full time employee, the regular workweek shall be forty (40) hours, and the regular workday shall be eight (8) hours, exclusive of a duty-free meal period of at least thirty (30) minutes, but not more than one hour, which shall be unpaid and assigned, insofar as practicable, at approximately mid-point of the work shift. These provisions do not restrict the District, through its administrators or supervisors, from extending a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, nor do these provisions restrict the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours for part-time employees.

D. Overtime-Definition

1. Overtime is any time which is authorized to be worked in excess of eight (8) hours in any one day or any time in excess of forty (40) hours in any workweek. For the purpose of computing the number of hours worked, time during which the bargaining unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absences shall be considered as time worked by the bargaining unit member.

2. Notwithstanding the foregoing, the workweek for any bargaining unit member having an average workday of four (4) hours or more during the workweek shall consist of five (5) consecutive working days. Such bargaining unit member shall be compensated for any work authorized to be performed on the sixth (6th) and seventh (7th) day at a rate equal to one and one-half (1½) times the employee's regular rate of pay. A bargaining unit member whose average workday is less than four (4) hours during the workweek as established above shall be compensated at a rate equal to one and one-half (1½) times his/her regular rate of pay for work authorized to be performed on the seventh (7th) day.

E. Overtime – Maintenance & Operations Department

1. Department supervisors shall establish all overtime lists. Lists will be in seniority order and

based on skills, knowledge, location and/or time restraints as needed. Overtime work shall be assigned to employees on these lists on a rotational basis.

2. When an overtime assignment is offered to an employee per the seniority rotation list, that employee has the right to decline the assignment. If that employee declines, the assignment falls to the next lowest employee in seniority on the list. The assignment will be offered to each employee on the rotation list in seniority order until accepted. If all employees on the rotation list refuse the assignment, then the employee with the lowest seniority on the list will be required to work the assignment. An employee will only be required to work one assignment in a day. The required least senior employee may appeal the assignment to their department director/supervisor who, in an emergency, may assign the overtime work to another employee at their discretion. It will be the responsibility of the site job classification leads (Maintenance II, Groundskeeper, Head Custodian) to work with site overtime list staff to determine who works the open assignment.

3. Approved overtime assignments related to use of outside site facilities and/or grounds for athletic events will be the responsibility of the Groundskeeper and Utility Worker assigned to that site, who may perform the work or assign the work to an appropriate replacement who has the necessary skills, knowledge and ability to perform the overtime work, with approval of the department director.

4. Department supervisors shall determine which overtime list and how many people will be needed for assignments related to non-athletic events based on the type of work that will be required prior to, during and/or after an event. Employees will not be assigned to perform work for which they do not possess the necessary skills.

F. <u>Overtime and Extra Trip Assignments - Transportation Department</u>

1. The Director of Transportation or management designee shall maintain a seniority-based overtime list of department employees who are not bus drivers. Overtime work shall be assigned to employees on this list on a rotational basis.

2. Extra trip assignments for bus drivers shall be made in the following manner:

   a. All drivers shall be placed on the field trip rotation each year. With the exception of Floater Bus Drivers, there will be the ability for drivers to “opt-out” of all field trips by signing the “Field Trip Opt-Out” sign up list. This list will be made available to all drivers by May 15th for the following school year, and drivers must sign the “Field Trip Opt-Out” list by the first bid date of the school year. If there are not enough drivers remaining on the field trip rotation list each year, the “Field Trip Opt-Out” list becomes void and the Department will assign trips by reverse seniority order.

   b. In addition to the regular field trip rotation list, the department will establish a “Specialty” extra trip assignment list for those who wish to participate in specialty trips. Drivers must sign this list by the first bid date of the school year. Drivers on this list must meet the following criteria:
      i. Driver must become and remain proficient in mountain and city driver training;
      ii. No unexcused or excessive absences; and
      iii. No reports of misconduct or behavior unbecoming of an employee.

   c. The Director of Transportation or management designee shall maintain lists of bus drivers by hire date seniority order.

   d. At the beginning of each school year all extra trip assignments shall be made in seniority order until each driver has been assigned a trip.

   e. After all drivers have received an initial assignment, all extra trips will be assigned by the Director of Transportation or management designee based upon the accumulated extra trip hours logged by each driver and posted on the hourly extra trip chart. For each extra trip assignment, the Director of Transportation or management designee shall, to the best of his/her ability, assign the trip to the driver with the least number of accumulated extra trip hours with the exception of Bus Drivers contracted to work in additional district position(s). They will not be assigned extra trip assignments during the additional district position

contract hours and will maintain their place in the rotation for the next applicable trip assignment. For extra trip logging purposes only, the actual trip hours will be counted as trip time. This process shall continue throughout the school year resulting in a continual change in the order that extra trip assignments are issued, but also resulting in an approximate equalization of accumulated extra trip hours for all drivers by the end of the school year.

f. A separate record of hours worked for Specialist extra trip assignments shall be maintained for each employee. The Director of Transportation or management designee shall, to the best of his/her ability, assign a Specialty trip to the driver with the least number of accumulated Specialty extra trip hours, the result being an approximate equalization of accumulated Specialty extra trip hours for all drivers by the end of the school year.

g. At the sole discretion of the Director of Transportation or management designee, bus drivers may trade trips. The trip hours will be charged to the driver accepting the trip.

h. A driver who wishes to forfeit their assigned trip may attempt to do so by “posting” their trip to allow the opportunity for an eligible driver to sign up to receive it. The qualified driver with the fewest hours who signs up for the trip by noon of the school day preceding the trip will be awarded the trip. In the event that no qualified driver signs up for the trip, the originally assigned driver shall assume the trip assignment obligations. Both drivers shall be charged with the hours of the trip. There shall be no right of refusal for any trip assigned.

i. Trips originally assigned after noon of the workday preceding the trip will be charged to the assigned driver at fifty percent of the hours. The assigned driver may offer the trip to other drivers. If the assigned driver finds another driver to take the trip, the assigned driver will not be charged for the trip and the driver taking the trip will be charged fifty percent of the hours.

j. It is the driver's responsibility to inform the supervisor if any assignment will place that driver in violation of state law.

k. All drivers are considered to be qualified to drive extra trips and equipment, unless in the supervisor's opinion, a driver (senior or not), is determined to be insufficiently skilled to handle a certain piece of equipment, or a special driving condition. When that condition exists, only a driver the supervisor feels is qualified to complete the assignment will be assigned the trip. This assignment will be made to the next qualified driver on the list.

l. The passing over of a particular driver for these reasons shall not affect the driver’s position in the rotation, unless training has been available and has been refused or failed. A driver who has refused or failed training to drive a special trip or operate special equipment shall be charged for the hours of a trip to which he/she would have otherwise been assigned.

m. The District will provide training upon employee request when a) the supervisor determines that the driver is insufficiently skilled to handle a certain passenger load, piece of equipment, or a special driving condition; and b) the District has a need for such driving skills. Availability of such training shall be contingent upon the following conditions: availability of the trainer, appropriate training conditions for training, and availability of appropriate equipment.

n. Drivers who have “Unpaid, Unapproved” and/or “Unreported” absences in the absence reporting system during the fiscal year are ineligible for summer route assignments.

o. In the event that unforeseen or emergency circumstances place a driver subject to those laws and regulations requiring an off duty period of eight (8) consecutive hours before returning to duty and cause that driver to lose regular contract hours, that driver shall not be compensated for this loss of time unless the driver makes arrangements with the supervisor to make up the lost time by the end of the driver's next regular workday. The supervisor shall make such an assignment if it is requested. If a driver is disqualified from eligibility for an extra trip assignment due to these laws and regulations, that driver shall maintain his/her position on the extra trip assignment rotation list.

p. No driver shall dissuade or deter any other driver, eligible, qualified or otherwise, from signing any posted trip. It is at the discretion of the Director of Transportation or

management designee to assign posted trips for the sake of the department operational needs.

G. Overtime/Extra Time Compensation

1. The District will provide monetary compensation at a rate equal to one and one-half (1½) times the regular rate of pay for bargaining unit members who are authorized to perform such overtime.

2. When bargaining unit members are authorized to work on paid holidays, they shall be paid for such work in addition to regular pay received for the holiday, at the rate of time and one-half (1½) the regular rate of pay.

3. When bargaining unit members are authorized to work on Sundays, they will be paid at twice the regular rate of pay.

4. When a scheduled overtime or extra time event requires all employees on the rotation list to work in overtime or extra time status, no right of refusal will be granted. Employees will receive no less than 72 hours advance notice of such events (except in cases of bona fide emergencies or events). When a scheduled event is cancelled less than 48 hours in advance, the assigned employee will be compensated for two (2) hours in lieu of hours that would have been worked.

H. Call-back

1. Any employee who is unexpectedly called back or called in to work outside of his/her normal work hours shall be compensated a minimum of three (3) hours at the appropriate rate of pay, whether or not the employee works the full three (3) hours if the hours of the callback are from 12:00 (midnight) to 5:00 A.M. Callbacks made prior to 12:00 midnight or after 5:00 A.M. shall be compensated a minimum of two (2) hours at the appropriate rate of pay whether or not the employee works the full two (2) hours of the call back. If it is necessary to stay beyond the hours specified above, the employee will be paid for the actual time worked at the appropriate rate of pay.

2. The Director of Maintenance and Operations or management designee shall maintain a call back roster. The roster shall include the names of all maintenance and custodial staff in seniority order and shall be rotated two (2) persons at a time each month. The Director of Maintenance and Operations or management designee will determine how many employees are needed when an assignment arises, and the number of required employees will be contacted and directed to report to work, starting with the employee at the top of the roster. The Director of Maintenance and Operations or management designee may skip over names on the roster if he/she determines those persons are not skilled to perform the needed tasks. The employee(s) called does not have the right to refuse the assignment. The above will not apply if the employee is still in paid status from a previous call in or call back.

I. Standby Time and Overtime Field Trips

1. If an employee on assigned duty (including a bus driver while waiting to drive) is required to stand by while waiting to perform an assigned duty, the employee shall be paid at the applicable rate of pay.

2. On overnight trips, the maximum hours to be compensated to bus driver shall be the actual on duty time.

3. Notwithstanding any other provisions of this agreement, if a special trip requires a workday that begins and ends away from the transportation base, the District shall compensate the driver eight (8) hours of pay at the regular rate, or overtime rate if it applies, or the actual on-duty time, whichever is greater, for that day.

J. Adjustment in Assigned Time

An employee in the bargaining unit who works thirty (30) minutes or more per day in excess of his/her regular workday for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours effective with the following pay period.

K. Rest Periods

All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, at the rate of fifteen (15) minutes per four (4) hours worked, and if not taken at the designated time, it shall be deemed waived and lost. Rest periods will be taken in designated places.

L. Meal Periods

1. All bargaining unit members who work five hours per day or more shall have an unpaid, uninterrupted meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the supervisor and the employee.

2. An “on duty” meal period may be permitted when the nature of the work prevents an employee from being relieved of all duty and when there is a written agreement between the employee and the supervisor to an on-the-job paid meal period. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

M. Rest Facilities

Lunchroom, restroom, and lavatory facilities are to be designated for each bargaining unit employee.

N. Late Shift

Any employee in the bargaining unit whose regularly assigned work shift commences between 2:00 P.M. and 1:00 A.M. shall have the paid thirty (30) minute lunch period included in his/her eight (8) hour workday.

O. Summer School Assignments

1. When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular September-June academic year, the work shall be assigned as provided below:

2. For the purposes of this section, every classified employee shall be deemed to be employed for twelve (12) months during each school year, regardless of the number of months in which he/she is normally in paid status. Any school district which, in any school year, maintains school sessions at times other than during the regular academic school year, shall assign for service during such times regular classified employees of the District. When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the current academic year to the beginning of the next academic year, shall be required to perform services during such period. A classified employee shall, for services performed as herein provided, receive, on a pro-rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

P. Compensation During Required Training Periods

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

1. When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.

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

employee's regular rate of pay.

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

4. The District will pay the California Highway Patrol licensing fee for a school bus certificate every five years. The District will pay a maximum of two (2) hours for the written CHP test. The District will pay for the duration of the behind-the-wheel CHP test.

5. The District will provide for the driver's required medical examination, with the understanding that the District may designate where the physical examination is to be taken, and/or a maximum dollar amount to be paid by the District. The employee will not be compensated for the physical examination time.

Q. Working Out of Classification

1. Bargaining unit employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing Board unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period except as authorized herein.

2. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

3. It is the intent of this section to permit the District to temporarily work employees outside of their normal duties, but in so doing to require that some additional compensation be provided to the employee during such temporary assignments.

R. Definitions – Transportation Department

1. Seniority--Seniority will be based upon the employee's original date of hire as a regular bus driver.

2. Floater Bus Driver - A bus driver who does not have the same scheduled route(s) every day and is assigned as needed.

3. Bus Routes--A regular home-to-school, school-to-home, or a regularly scheduled mid-day route.

4. Extra Trip--A field trip that is not a regular daily scheduled route.

5. Trip Legal Requirements--All trips must be in conformity with 13 CAC 1201 and 1212, or its successors.

6. Specialty Trip—A field trip or other student transportation that is not a regular daily scheduled route that is outside 75 radius miles from the Transportation yard, and/or on a Saturday, Sunday, or holiday, and/or involves mountain terrain.

7. Extra Assignment—Other student transportation that is not a regular daily scheduled route.

ARTICLE V

Pay and Allowances

A. Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided in Appendix A, which is attached hereto and by reference incorporated as part of this agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this agreement.

B. Salary Schedule Step Placement

1. Upon initial hire, new employees may be placed up to Step D of the appropriate salary range for previous work experience directly related to the position. The Assistant Superintendent of Human Resources, or designee, shall determine the initial placement of new employees based on a review of the employee's previous experience.

2. The annual date for moving classified employees one step across the salary schedule shall be July 1 of each year, providing that the employee worked at least 75 percent of the days assigned to the work year calendar in the prior year.

C. Credit for Prior Service

Time served prior to a break in service caused by voluntary resignation from the District shall not be counted towards seniority, vacation accrual, or calculation of longevity, with the following exception: a break in service is disregarded and seniority credit for prior service is granted if an employee is reinstated, reemployed in regular status, or appointed to a regular position within 39 months after layoff while his/her name is on a reemployment list.

D Longevity

1. The District will provide longevity increments on the salary schedule as follows:

After 9 years of service, employee's base salary shall be increased by 4%.

After 12 years of service, employee's base salary shall be increased by an additional 1% (5% total).

After 15 years of service, employee's base salary shall be increased by an additional 1% (6% total).

After 18 years of service, employee's base salary shall be increased by an additional 1% (7% total).

After 21 years of service, employee's base salary shall be increased by an additional 1% (8% total).

2. Eligibility for longevity increments shall be based on the anniversary date of the hire date, which is the first day of service in probationary status, of the employee, and the hourly or monthly salary rate shall be adjusted accordingly on the first of the following month.

3. If the employee works less than twelve (12) months per year, or less than eight (8) hours per day, then the amount of the longevity increment shall be pro-rated in the same manner as prescribed for other fringe benefits.

E. Pay Intervals

The annual compensation of employees working less than 12 months per year will be paid in 10 or 11 monthly installments, unless the employee selects the option of voluntarily reducing each monthly installment by an amount required to total 12 monthly installments.

F. Service Recognition

1. The District recognizes the value of its long-term employees and provides the following compensation in lieu of other early retirement incentives or bonuses. The service recognition is available only to those employees leaving employment for retirement purposes and who will begin receiving retirement benefits from the Public Employees' Retirement System immediately upon leaving the District's employment. A year of District service is defined as twelve months and forty hours per week. Partial or part-time years may be combined to create full years and will be rounded down to the nearest full year increment. Hours worked as a substitute do not count towards the Service Recognition Award calculation.

   Example: 195 paid days/year x 7 hours/day = 1,365 hours/year. 1,365 hours/year x 15 years = 20,475 hours worked. 20,475 hours worked divided by 2080 = 9.84 years. The employee receives a Service Recognition Award for 9 years.

2. The following schedule applies to classified staff members on the Classified Salary Schedule:

Years of District Service

5 – 9	$13,000
10 – 14	$17,000
15 – 19	$21,000
20 – 24	$25,000
25 +	$30,000

3. Employees receiving the service recognition award may elect these options:

   a. Cash disbursement
   b. Purchase of a tax-deferred annuity or similar product
   c. Benefit Payment Account

   (Note: All disbursement choices may have significant tax consequences and employees are encouraged to consult with a tax consultant and/or an annuity administrator before deciding on an option. To purchase an annuity, the employee must submit a resignation at least sixty days prior to the last day of service in order to ensure that the annuity can be purchased prior to the last day of service.)

4. Any eligible employee who intends to retire AND who submits a fully executed written RESIGNATION FORM, for the purpose of retirement, at least 60 days prior to their retirement date shall receive an Early Notice of Retirement Incentive in the amount of One Thousand Dollars ($1,000.00). The Early Notice of Retirement Incentive is in addition to the employee Service Recognition Award.

   To be eligible to receive the Early Notice of Retirement Incentive, an employee must be at least fifty-five (55) years of age at the time of retirement AND must have completed at least ten (10) consecutive years of full-time or part-time service in the Roseville Joint Union High School District immediately preceding the date of retirement. Authorized leaves of absence shall not be considered as an interruption of service but shall not be counted as a year of service. A resignation shall be deemed to constitute a break in service. A year of service shall be defined as working a minimum of 75% of the work days in the assigned work year calendar.

G. Paycheck and Payroll Errors

Any payroll error resulting in an underpayment to an employee shall be corrected. If a payroll error occurs resulting in an overpayment to an employee, the District shall notify the employee, reach an agreement on the amount of the overpayment, and agree upon how the District shall recover the overpayment. (For example, if the overpayment is five percent or less of the employee's next net paycheck [as corrected prospectively], the agreement could provide that the total overpayment would be recovered equally from the next two paychecks. If the total overpayment amounts to fifteen percent or more of the employee's next net paycheck [as corrected prospectively], the agreement could provide that the total overpayment would be recovered equally from the next six paychecks. The employee and the superintendent or his/her designee could agree to other

methods of repayment.)

ARTICLE VI

Health and Welfare Benefits

A. Medical and Vision Care Insurance

1. The District will contribute a maximum of $950 per month to the medical and vision care plans of employees who work 6.0+ hours per day effective June 30, 2023. Employees who work four (4) hours or more shall be eligible for medical and vision care benefits as follows:

   4.0 to 4.9 hours/day = 66.7% of the full-time maximum contribution
   5.0 to 5.9 hours/day = 83.5% of the full-time maximum contribution
   6.0+ hours/day = 100% of the full-time maximum contribution

2. After assignments and medical benefit contributions are established for bus drivers by the first route bid in mid-August, the benefit contribution shall remain fixed throughout the remainder of the work year, as long as hours do not drop below four hours a day, per SIG, except that the percentage of full-time maximum contribution shall be increased when a qualifying increase in the number of hours of the assignment qualifies the employee for such increase in benefits.

3. New hires for the District will have their effective date for insurance coverage on the first day of the month following their date of hire. Termination of benefits due to loss of eligibility will occur on the last day of the month in which loss of eligibility occurred.

   Employees who submit a resignation in July, but their last calendar work day is in May or June, will have an effective termination date of their last work day, which therefore cancels their benefits at the end of the work month (i.e. May or June, based on their last work day) and they will not have coverage in July.

B. Dental Insurance

The District will pay the cost of employees' dental insurance.

C. Same or Similar Coverage Under Separate Policy

To be eligible for the health and/or dental insurance coverage provided by the District, an employee may not be insured with the same or similar coverage under a separate policy with the same or comparable insurance carrier(s).

D. Life Insurance

The District will pay the cost of life insurance in the amount of $70,000 to eligible members.

E. Benefit Trust

1. All parties acknowledge that these benefits are secured through the District in conjunction with S.I.G. employee benefit trust.

2. In the event the District, in conjunction with S.I.G., determines that equal or better benefits and service at more favorable rates could be obtained by contracting with different insurance companies and/or third party administrators, the District may make that change in conjunction with S.I.G., provided the benefits article in this contract is not changed without negotiations.

ARTICLE VII

Holidays

A. Scheduled Holidays

The District agrees to provide all employees in the bargaining unit with the following paid holidays:

1. Independence Day
2. Labor Day
3. Veteran's Day
4. Wednesday before Thanksgiving for those years when school is not in session
5. Thanksgiving Day
6. Christmas Day
7. New Year's Day
8. Lincoln's Birthday
9. Washington's Birthday
10. Memorial Day
11. Admission Day (to be observed the day after Thanksgiving)
12. Martin Luther King Day
13. Juneteenth

B. Additional Holidays

Every day appointed by the President, or the Governor of this state, as provided for in subdivisions (b) and (c) of Education Code Section 37220 for a public fast, Thanksgiving or holiday, or any day declared a holiday under Section 1318 or 37222 shall be a holiday for classified employees.

C. Winter Break Periods

1. Regular employees of the District who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

2. The District will grant all employees normally required to work during the winter break one non-work paid day to be used any day during winter break with supervisor approval. This non-work paid day will not result in additional compensation or additional time off for any employee not normally required to work during the winter break.

D. Weekend Holidays

When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

E. Pay for Holidays Worked

When a classified employee is required to work on any of the paid holidays, he/she shall be paid compensation for such work in addition to the regular pay received for the holiday, at the rate of time and one-half (1½) his/her regular rate of pay.

F. Minimum Days

On minimum days each employee who would be working if it were not a minimum day, shall be given work assignment. The employee, on minimum days, may request to take vacation or a non-paid day off.

G. **Eligibility**

All probationary or permanent employees shall be entitled to the above paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holidays.

H. On any school day during which pupils would otherwise have been in attendance but are not, and for which certificated personnel receive regular pay whether or not they are required to report for duty that day or not, classified employees who have the same work schedule as certificated employees shall also receive regular pay whether or not they are required to report for duty that day or not.

ARTICLE VIII

Vacation

A. Accumulation

Each employee in the bargaining unit shall accrue vacation leave as follows:

During the first through fourth year of employment, employees shall accrue vacation at the rate of .0385 per day (260 work days/year x .0385 = 10 vacation days/year).

During the fifth through twelfth year of employment, employees shall accrue vacation at the rate of .0577 per day (260 work days/year x .0577 = 15 vacation days/year).

During the thirteenth year of employment and thereafter, employee shall accrue vacation at the rate of .0769 per day (260 work days/year x .0769 = 20 vacation days/year).

Employees in work assignments that are 200 days per year or less will be paid compensation for the hours of vacation earned annually, in lieu of accrual, such compensation to be interpolated into the employee's annual salary.

Employees in work assignments that are more than 200 days per year will apply accrued vacation hours as paid leave from work.

B. Vacation Usage

1. Vacation may be taken upon request by the employee and approval of the supervisor and must be reported in the electronic absence reporting system.

2. The supervisor and employee, at the beginning of the work year, will establish an annual work plan that determines the start date and projected vacation days.

3. The employee may request a change in vacation days forty-five days prior to the scheduled day(s). The District will allow the change unless the change conflicts with the needs of the District. In the case where more than one employee is requesting vacation at the same time and all the requests cannot be accommodated, the most senior employee(s) will be given preference.

4. Requests for changes in vacation days with less than thirty days notice will generally not be allowed, but may be allowed at the supervisor's discretion. The supervisor's decision may be appealed to the Assistant Superintendent, Personnel, whose decision shall be final. Nothing shall preclude an employee and his/her supervisor from mutually agreeing to dates other than assigned.

5. If the employee is not permitted to take vacation, he/she shall have the choice to be paid in cash by the end of the fiscal year, or to carry over the denied amount of vacation to the following fiscal year. An employee may carry forward up to a maximum of ten days of accrued vacation to the following fiscal year.

6. No vacation shall be used during the first six (6) months of employment unless usage of the vacation meets a need of the District and is approved by the supervisor and Assistant Superintendent, Personnel or the Director of Classified Personnel.

7. A person who resigns, retires, or is terminated, and who has earned vacation time to his/her credit, shall be paid for such vacation upon resignation, retirement, or termination.

8. If an employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time.

9. In unusual circumstances and with proper justification, the Superintendent may allow more than 10 days of accrued vacation to be carried forward to the following year.

C. Maintenance & Operations Department Only

1. Vacation requests submitted between the dates of February 15 and March 1 shall be approved on a "first come, first served" basis for the coming fiscal year, July 1 through June 30. In the event that more than one employee at the same school site/department requests the same vacation date(s) and all requests cannot be accommodated, the most senior employee will be given preference.

2. Vacation requests submitted between the dates of March 2 and April 15 shall be approved based on seniority in classification, regardless of the order in which the requests are received.

3. Vacation requests submitted after April 15 shall be approved on a "first come, first served" basis for the coming fiscal year, July 1 through June 30.

ARTICLE IX

Leave of Absence for Illness or Injury (non-industrial)

A. As provided in Section 45191 of the Education Code, every classified employee employed five (5) days per week for a full fiscal year by the District shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District.

B. A classified employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

C. A classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

D. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day.

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

F. If such employee does not take the full amount of leave allowed in any year under this Article, the amount not taken shall be accumulated from year to year.

G. It is the duty of each employee to report absences using the absence reporting system and to notify the supervisor as soon as possible if the employee cannot be present at work.

H. The Superintendent may require verification for sick leave due to illness or an accident. This verification may be supplied by a physician or by the employee. With prior notification and based upon reasonable cause, the Superintendent or designee may require a physician verification for sick leave utilization. Employees returning to work after an extended illness (including surgery) or injury absence shall be required to present a doctor's release before returning to duty.

I. Earned sick leave credits shall be transferred as set forth in Section 45202 of the Education Code.

J. Sick leave may also be used by the employee to care for the employee’s ill spouse, child, registered domestic partner, parent, grandparent, grandchild, and sibling.

ARTICLE X

Donated Sick Leave

Classified employees may donate eligible sick leave credits to an employee of the District who has suffered from an illness or injury and who has exhausted all sick leave entitlements except for extended sick leave. The employee who is suffering from a catastrophic illness or injury may submit a written request for leave donation to the District. The employee must have exhausted all entitlement to paid leave, excluding extended sick leave, in order to be eligible for leave donations. The District shall determine if the employee's illness or injury qualifies for sick leave donations based on a doctor's verification that a serious medical condition exists that requires medical care that cannot reasonably be provided at another time. A classified employee who has exhausted all sick leave entitlements whose spouse or child is suffering from a catastrophic illness or injury requiring the employee's absence from work so as to provide care and assistance, may submit a written request for leave donation. When an employee requests donated sick leave for this purpose, the District shall inform potential donors that the employee's request is caused by the catastrophic illness or injury of a spouse or child, and not by the employee's own catastrophic illness or injury.

Employees may donate sick leave to qualified individuals based upon the following scale:

Days of Accumulated Sick Leave (Full Day Increments)	Days Available to be Donated
0-24	0
25-50	1
51-75	2
76-100	3
101-125	4
125 +	5

Verification may be required, in the form of a doctor's statement, that an illness or injury requires hospitalization or incapacitates the individual.

If an employee donates one day of sick leave, it is equal to the donating employee's contracted daily hours. The donated hours shall then become a part of the receiving employee's sick leave accrual, regardless of need.

Example:

8.0 hour Custodian	1 Day = 8.0 hours donated
7.5 hour Teacher	1 Day = 7.5 hours donated
5.5 hour Bus Driver	1 Day = 5.5 hours donated
3.5 hour Cafeteria Assistant	1 Day = 3.5 hours donated

If an employee donates more than one day of sick leave, any days donated beyond one day will be transferred to employee's sick leave accrual on an as-needed basis only, utilizing contribution methods that ensure equity among the donors.

ARTICLE XI

Extended Sick Leave

A. When an employee is absent on account of illness or accident for a period of 100 days or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the employee's salary for such absence shall not exceed fifty percent (50%) of the employee's regular salary. Entitlement to sick leave provisions under this article shall be considered "entitlement to other sick leave" for purposes of computing benefits under the provisions of Section 45192 of the Education Code. This extended leave shall be used after entitlement to all regular sick leave, vacation or other available paid leave has been exhausted.

B. In order to qualify for use of extended sick leave following the exhaustion of all other paid leave, the employee shall submit a doctor's statement that the employee is unable to report to work for a period of time due to an illness or injury.

C. No compensation will be granted for any illness or absence beyond 100 days unless the employee has accumulated over 100 days of paid sick leave.

ARTICLE XII

Pregnancy, Maternity, Childrearing, and Paid Parental Leave

A. Pregnancy, Maternity, and Childrearing Leave

A leave of absence for pregnancy shall be granted to any employee for that period of time during which the employee, in the judgment of her physician, is unable to perform her duties due to pregnancy, miscarriage, childbirth and recovery there from, and/or post-partum conditions. The available leave is up to four (4) months and may be taken in a continuous block of leave (up to 17.3 weeks), or intermittently, as needed, in increments of days (88 workdays), or time increments (available leave based on employee's regularly assigned weekly work hours). The employee shall notify her principal or supervisor and the personnel office in writing as soon as possible when the need for leave occurs and the employee's eligibility for Pregnancy Disability Leave (PDL) after pregnancy disability is confirmed.

1. The employee may apply current and accumulated sick leave concurrently with the PDL. When all fully paid sick leave is exhausted and if the employee is still disabled by pregnancy, childbirth or recovery, extended sick leave may be applied.

2. The duration of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. The employee shall notify the Superintendent or designee of the projected date on which such leave will terminate; such notice to be given not less than thirty (30) days prior to the expected commencement date.

3. The employer may request at any time that the employee provide a written statement or certification from her physician attesting to the actual duration of the employee's physical incapacity.

4. At the employee's request, and with the approval of the Board, she may be granted a maternity leave without pay following, or in lieu of, a pregnancy leave, not to exceed twelve (12) months.

5. Following the birth or adoption of a child by an employee, the employee may request a childrearing leave. The District may grant such leave in multiples of six (6) months for a period of time not to exceed two (2) years.

6. An employee returning from leave may be reassigned to the same or a comparable position in the classification to which she was assigned prior to the approved leave.

B. Paid Parental Leave

1. When the leave is for the birth, adoption, or foster care placement of a child, the employee must first apply "full pay" regular sick leave and accumulated sick leave to the parental leave. Upon exhaustion of all regular and accumulated sick leave, the employee may request that the district apply extended sick leave to the remaining portion of the twelve (12) week period. The use of extended sick leave may cross school years.

2. The use of extended sick leave for a parental leave shall not diminish the employee's eligibility to use extended sick leave for any other eligible purpose, up to a maximum of five (5) months.

3. Paid parental leave under CFRA and Education Code section 45196.1 must be used within one (1) year from the date of the child's birth, adoption, or foster care placement with the employee.

4. Classified employees using PDL: An employee who takes PDL may begin parental leave immediately consecutive to the PDL and upon written notice by her health care provider that her period of actual disability for pregnancy, childbirth, and recovery has ended. In determining CFRA eligibility for the employee, with respect to the 1,250 hours worked requirement, the "look back" period is twelve (12) months immediately preceding the start of her PDL.

5. Classified employees who do not use PDL: An employee who is the father or second parent may begin parental leave immediately upon the birth, adoption, or foster care placement of the child. Alternatively, the employee may defer the parental leave until a later time, provided the leave is

concluded prior to one (1) year from the child's arrival.

6. Health insurance coverage shall be maintained and paid for by the District to the same extent that the District paid for the employee prior to the commencement of the FMLA-CFRA leave and for a period not to exceed twelve (12) workweeks in the twelve (12) month period that constitutes the District's FMLA-CFRA benefit year.

7. Parental/child bonding leave under this provision is job-protected and benefit-protected to the full extent available under FMLA and CFRA, regardless of whether the employee has worked 1,250 hours in the immediately preceding twelve (12) months. The District will continue to pay its customary premium contribution and the employee shall be responsible for payment of his/her contribution. For classified employees who first use PDL, followed by parental leave, the District shall continue to pay its customary premium payments during the entire PDL (up to 17.3 weeks) and the parental leave (up to 12 weeks).

8. Should the cost of the employee's regular contribution to group benefits exceed the amount being paid on the employee's net payroll check while on paid parental leave, the employee shall be responsible to reimburse the District for the employee's premium contribution.

9. The employee shall receive benefit protection for all other benefits, terms, and conditions of employment, including seniority, restoration to the same or comparable job, and other terms and conditions of employment available to classified employees under the Education Code and this Agreement.

10. The District may recover the premium paid for any employee who fails to return from leave after the period of leave has expired.

ARTICLE XIII

Leave of Absence for Industrial Accident or Illness

A. Entitlement

In accordance with Section 45192 of the Education Code, classified employees shall be entitled to leaves of absence for industrial accidents or illness, subject to the following:

1. Allowable leave shall be for not more than sixty (60) working days in any one fiscal year for the same accident.

2. Allowable leave shall not be accumulated from year to year.

3. Industrial accident or illness leave will commence on the first day of absence.

C. Payment for wages lost on any day shall not, when added to temporary disability benefits or other award granted the employee under workers' compensation laws of the State of California, exceed the normal wage for the day. The wages for any paid leave accruals that are payable, together with any workers' compensation benefits, will be paid to the bargaining unit member through the regular payroll process. The normal retirement and other authorized contributions will be deducted from the check.

5. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.

6. When an industrial accident leave occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

7. An employee becomes eligible for this leave upon employment.

B. Industrial Accident or Leave Usage

1. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave will then be used. If, however, an employee is still receiving workers' compensation, he/she shall be entitled to use only so much of his/her accumulated and available sick leave, accumulated compensation, vacation, or other available leaves which, when added to the worker's compensation award, provides for a day's wage or salary.

2. 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 his/her position, the person shall, if not placed in another position, be placed on a reinstatement list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

3. Periods of leave of absence pursuant to this Article shall not be considered to be a break in service for the employee.

4. An employee returning to work from industrial accident illness leave may be required to present a doctor's release, prior to returning to paid duty.

ARTICLE XIV

Bereavement Leave

Employees in the unit shall be entitled to a leave of absence, not to exceed three (3) days, or five (5) days if travel over 400 miles in one direction is required, on account of the death of any member of his/her immediate family. Such leave shall not accumulate from year to year.

No deduction shall be made from salary nor from leave granted by other Articles of this Contract for such leave. Employees may use two (2) days of Category 2 Personal Necessity Leave to extend their bereavement leave beyond the number of days specified in this article.

The leave need not be taken immediately following the death of a family member, but must be taken within three (3) months of the event and must be taken in full-day increments. Employees who feel they have extenuating circumstances may appeal on an individual basis to the Superintendent or designee.

"Immediate family", as used herein, means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse/registered domestic partner of the employee, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, brother, or sister of the employee, a person who has fulfilled the role of a parent, or any relative living in the immediate household of the employee.

Extension of this policy regarding the definition of "immediate family" may be made by the Superintendent or his/her designee, upon written application and justification by the employee, and will be considered on a case-by-case basis.

ARTICLE XV

Personal Necessity Leave

Limits

Personal Necessity Leave shall be limited to circumstances significant in nature which the employee cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the employee's immediate physical presence elsewhere and involve matters which cannot be accomplished at any other time.

In any single school year a maximum of eight (8) days of accumulated sick leave may be used for personal necessity reasons as allowed in this Article.

Leaves for personal necessity under this Article shall be limited to the three categories enumerated below:

A. Category 1

Category 1 Personal Necessity Leave does not require advanced permission. As soon as possible, the employee shall notify the supervisor and report the absence in the electronic absence reporting system (currently Aesop) so that a substitute employee can be called or other adjustments can be made.

1. Death or serious illness of a member of his/her immediate family. Serious illness is defined as an illness where death is imminent, may result in permanent disability, or requires hospital surgery. The members of the immediate family are those persons identified in the rules governing bereavement leave.

2. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family, as defined above.

3. Imminent danger to the home of an employee, occasioned by an event such as flood or fires, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard and which requires the attention of the employee during his/her assigned hours of service.

B. Category 2

With prior approval, employees may use personal necessity leave for the following:

1. Appearance in any court tribunal as a litigant or before any administrative party or witness under subpoena or any order and with jurisdiction.

2. Paternity

3. Adoption

4. Examination for advanced degree

5. Attendance at graduation ceremonies involving a member of the immediate family, limited to two days or three days if over 200 miles (one way) travel is required.

6. Marriage of a member of the immediate family, limited to two days, or three days if over 200 miles (one way) travel is required.

7. Bereavement beyond the number of days specified in the Bereavement Leave regulations.

8. Attendance at a memorial service/funeral for someone other than immediate family, limited to two (2) days, or three (3) days if over 200 miles (one way) travel is required.

9. To qualify for Category 2 Personal Necessity Leave, in addition to reporting absence(s) in the electronic absence reporting system (currently Aesop) the employee shall submit the request for leave, in writing, to his/her immediate supervisor at least two (2) working days prior to the

requested commencement of the leave in which the supervisor will approve or deny the leave request.

C. Category 3

1. Three (3) days of Category 3 Personal Necessity Leave shall be granted to an employee for reasons of compelling personal importance that cannot be conducted except during the unit member's regular work hours, provided that such requested absence shall not unduly disrupt District business. When an employee must use Category 3 Personal Necessity Leave to be absent from work, it is his/her responsibility to notify his/her immediate supervisor a minimum of 48 hours in advance of the absence. Such leave may be taken only in two (2) hour increments (except Bus Drivers who will report scheduled route hours affected). Absences are to be reported in the electronic absence reporting system.

2. Category 3 leave may not be used to extend a vacation or holiday, to seek or participate in other employment, for other activities that could be conducted during the unit members non-duty hours, or for any type of concerted action by the individual or association including but not limited to striking, sick-out, work stoppage, picketing, etc.

ARTICLE XVI

Jury Duty

An employee, including those whose regularly assigned shift commences at 2:00 pm or later, shall be entitled to leave without loss of pay for any time the employee is required to perform trial jury duty. To qualify for such paid leave, the employee shall pay to the District the amount received for jury duty. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

An employee notified to appear for jury duty shall, within twenty-four (24) hours of receipt of such notice, inform his/her immediate supervisor. Absences are to be reported in the electronic absence reporting system. Employees are required to provide a jury duty proof of service document to the District Office upon returning to work from jury duty.

ARTICLE XVII

Leave of Absence

A. A leave of absence may be granted a permanent employee. A leave of absence is an extended absence from duty for a prescribed period of time specifically authorized by the District, not to exceed twelve (12) months for reasons other than health. Such leaves are normally granted for health reasons or for specific training. A request for a leave of absence to explore a new occupation will not be granted. A written request for a leave of absence shall be submitted to the employee's principal or immediate supervisor, and then to the Superintendent or his designee. The request must specifically state the reasons for the request and its duration. The Superintendent, or his designee, will present it to the Board with a recommendation for approval or disapproval. Time spent on a leave of absence without pay shall not count toward completion of probation or, except as provided in paragraph C below, salary step advancement.

B. Employees given leaves of absence, except those on health leave, for a period in excess of six (6) months shall give the District written notice on or before sixty (60) days prior to the end of the leave of their intention to return. Failure to return by the expiration date shall constitute a resignation on the part of the employee; such resignation may be accepted by the Board at seventy (70) days prior to the end of the leave the Superintendent, or his designee, will remind the employee of the obligation by certified letter.

C. Specific Provisions Related to Leaves for Health Reasons

1. A permanent employee of the District who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave, and who is absent because of non-industrial accident or illness, may be granted additional leave, paid or unpaid (at the discretion of the Board) after receipt of the recommendation of the Superintendent, or his designee, not to exceed six (6) months. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six (6) month periods or such lesser leave periods that it may provide, but not to exceed a total of eighteen (18) months. An application for such leave of absence must be supported by the written recommendation of a licensed physician, and before reinstatement, a statement must be furnished from a physician, indicating that the returning employee is capable of performing all assigned duties.

2. An employee, upon ability to resume the duties of the position within the class to which he/she was assigned, may do so at any time during the leaves of absence granted under paragraph C of this Article, upon submission to the District of a physician's release to return to duty, and time lost shall not be considered a break in service. He/she shall be restored to a position within the class to which he/she was assigned.

3. If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to resume the duties of his/her position, he/she shall be placed on a re-employment list for a period of thirty-nine (39) months. If at any time during the prescribed thirty-nine (39) months, the employee is able to resume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applications except for those laid off for lack of work or funds under Section 45298 of the Education Code, in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service shall be disregarded and he/she shall be fully restored as a permanent employee.

D. Any request for a leave based upon a reason not specified in this Article will be considered by the Board from the standpoint of value to the District, urgency of the request, and the employment record of the employee making the request.

ARTICLE XVIII

Military Leave

An employee, upon submission of military verification in writing, at least two weeks prior to the military leave, shall be granted leave of absence without loss of salary to report for annual active duty training provided that leave may not be taken at another time and is mandatory to maintain his/her status in the military. The District will only grant mandatory leave time. The employee shall retain all rights and privileges granted by law arising out of the exercise of required mandatory military leave.

ARTICLE XIX

Leave of Absence for Retraining and Study

The District recognizes that technological and other changes may occur which could displace otherwise desirable bargaining unit employees. Accordingly, the Board will encourage employees to prepare themselves for such changes, when necessary, by the following procedure:

The Board of Trustees may grant a permanent employee in the bargaining unit a leave of absence not to exceed one (1) year for the purpose of permitting study by the employee to meet changing conditions within the District consistent with provisions of Sections 45380-45387 of the Education Code.

Any leave of absence granted under this policy shall not be a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.

ARTICLE XX

CSEA Annual Conference Leave

The president, or designee, of the Association shall be given five (5) days of paid release time per year for attendance at CSEA conferences.

CSEA Association Leave

The CSEA President of the Association shall be provided 100 hours of paid release time per year for Association business such as Chapter Executive Board meetings, Chapter meetings, special meetings or other specific Association business.

Mutually scheduled District / CSEA collaborative events such as negotiations, District requested meetings or discipline representations are not counted against the above hours.

When the CSEA President uses CSEA Association Leave, it is their responsibility to notify their immediate supervisor and Human Resources a minimum of 48 hours in advance of the absence.

ARTICLE XXI

Family Care Leave

A. Eligibility

1. Any employee who has been employed in a paid status for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave is eligible for Family and Medical Leave (FMLA). The 12-month eligibility period is measured backward from the date of leave use.

2. All leave usage which qualifies under the terms of the leave shall be counted towards the available 12 work weeks within a 12-month period, including intermittent and reduced workload leaves.

3. Reduced workload leave entitlement is calculated on whole days (60 work days) cumulative hours of leave taken up to the number of hours equivalent to twelve (12) times the number of hours normally worked weekly.

B. Definitions

1. For the purposes of leave to care for a family member with a serious health condition pursuant to Government Code section 12945.2, "eligible family member" includes an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person.

2. For the purpose of this article, "parent" means biological, foster, or adoptive parent, parent-in-law, step-parent, legal guardian, or other person who stood in loco parentis to the employee.

3. For the purpose of this article, "child" means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a registered domestic partner; or a person to whom the employee stands in loco parentis.

4. For the purposes of this article, "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family member relationship. Employees are limited to one (1) Family Care and Medical Leave of Absence for a designated person per 12-month period.

C. Circumstances and/or Conditions that Qualify for Family and Medical Leave

1. The birth of a child of an employee, and to care for a newborn;

2. The placement of a child with an employee in connection with adoption or foster care of a child by an employee;

3. Leave to care for an eligible family member who has a serious health condition; or

4. Leave because of a serious health condition that makes the employee unable to perform the essential functions of his/her position. A "serious health condition" includes any illness, injury, impairment, or physical or mental condition that involves:

   - Any period of incapacity or treatment in connection with or in consequent to a hospital, hospice, or residential medical care facility;

   - Any period of incapacity requiring absence from work, school or regular daily activities of more than three calendar days that also involves continuing treatment by (or under the supervision of) a health care provider; or

   - Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days or for prenatal care.

- Continuing treatment by a health care provider when the eligible family member or employee are seriously ill but may not be receiving continuing active care or treatment (e.g., when suffering from Alzheimer's, late stages of cancer or a severe stroke). "Continuing treatments" include:

  a. Two or more visits to a health care provider.

  b. Two or more treatments by a health care practitioner (e.g. physical therapist) on referral from or under the direction of, a health care provider or a single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g., medication therapy).

  c. Leave to care for an eligible family member includes both physical and psychological care, including providing comfort and reassurance, transportation, and assistance with the activities of daily living, which would be beneficial to a seriously ill eligible family member receiving inpatient care, or making arrangements for third-party care of an eligible family member.

D. Substance Abuse

Absence because of an employee's substance abuse, without treatment, does not qualify for leave.

E. Intermittent or Reduced Work Schedule Leaves

Intermittent leave or reduced work schedule leaves may be allowed when the absence required is not due to a condition that is incapacitating at that point in time (e.g. appointments for cancer treatments, physical therapy, prenatal care). When leave is taken because of the birth or the placement of a child for adoption or foster care, intermittent leave or reduced workload schedule will not be approved if the intermittent leave or reduced workload schedule will adversely impact the office or department of the employee. If an employee requests intermittent leave or reduced workload leave to care for a spouse, parent, child or eligible family member, or for the employee's own serious health condition, the employee may be required to temporarily transfer to an available alternative position for which the employee is qualified and that has equivalent pay and benefits; better accommodates recurring periods of leave than the regular position of the employee; voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions" unless inpatient hospital care is required.

F. Two Parents Employed by the District

1. Both father and mother or second parent may take leave for the birth or placement for adoption or foster care of a child. In addition, an expectant mother may be entitled to leave prior to the birth of a child for prenatal care purposes if her condition makes her unable to work. Circumstances may also require leave prior to the actual placement of a child for adoption or foster care. For example, to attend counseling sessions, appear in court or consult with his/her attorney in connection with the placement of a child.

G. Use of FMLA-CFRA and Available Paid Sick Leave

When it becomes known by the District that an absent employee is experiencing circumstances and/or conditions that qualify under the Family and Medical Leave Act and California Family Rights Act (CFRA), the employee will be notified of the effective date that his/her FMLA-CFRA leave will begin. When the circumstances and/or conditions that qualify the employee for FMLA-CFRA also qualify him/her for use of accrued paid sick leave, then the employee's paid sick leave shall be used concurrent with unpaid FMLA-CFRA. FMLA-CFRA leave provided in excess of available accrued paid leave shall be unpaid.

H. Health Care/Dental Benefit Coverage During FMLA-CFRA

Health care and dental benefits coverage shall be continued during the 12 weeks FMLA-CFRA leave period under the same terms and conditions as applicable to all other employees. Upon expiration of FMLA-CFRA leave entitlement, if additional unpaid leave is authorized, continuation of health care and dental benefits coverage shall be allowed with the employee paying all costs of coverage or as may be allowed in other applicable policies.

I. FMLA-CFRA Does Not Constitute a Break in Service

FMLA-CFRA does not constitute a break in service for purposes of longevity and/or seniority. Seniority shall not be earned for any period of time on unpaid leave. Employees returning from leave shall return with not less seniority for purposes of layoff, recall, vacation accrual or other seniority.

J. Certification by Health Care Provider

1. Upon initial request for FMLA-CFRA leave to be used for the purpose of providing care for an eligible family member who has a serious health condition, certification shall be obtained by the employee from the health care provider of the eligible family member indicating the need for the employee to provide such care and the estimated duration of the need for leave. Periodic updates or recertification may be required upon expiration of the period of leave originally estimated.

2. Medical certification must be provided within fifteen (15) days after receipt of the employee's request for leave. If the employee fails to provide certification, the leave may be denied until certification is provided. If the leave is not foreseeable, the certification shall be provided within fifteen (15) days or as soon as is practicable under the circumstances. Failure to provide certification within a reasonable time under the pertinent circumstances may result in denial of continuation of the leave.

3. If the need for a family care leave foreseeable due to a planned medical treatment or planned care of an eligible family member with a serious health condition, the employee shall provide reasonable advance notice of the need for the leave and consult with the supervisor regarding the scheduling of the treatment or supervision so as to minimize disruptions to the school/department. Any such scheduling shall be subject to the approval of the health care provider of the family member.

K. Return from FMLA-CFRA Leave

1. Upon return from FMLA-CFRA leave, an employee shall be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, provided the employee is able to perform the essential duties of the position.

2. If FMLA-CFRA leave was due to the employee's own serious health condition prior to returning to work, the employee shall provide a certification from the health care provider that the employee is able to resume the essential duties of the position.

L. Failure to Return from FMLA-CFRA Leave

1. If an employee indicates his/her intent not to return from leave (including at the start of the leave) or fails to return from leave, paid health and dental coverage will cease unless the employee does not return because of the continuation, recurrence, or onset of circumstances or a condition that qualifies under the Family and Medical Leave Act.

2. Except as provided above, if an employee fails to return after the expiration for eligibility for FMLA-CFRA leave, the employee shall pay the full cost of coverage for health and dental benefits during the entire period of unpaid FMLA-CFRA leave. Any amounts due under this section may be deducted from any sums due the employee (e.g., unpaid wages, vacation pay, etc.). Failure to reimburse the District for the cost of coverage during the period of the unpaid leave shall result in termination of coverage.

ARTICLE XXII

Reproductive Loss Leave

A. Classified employees shall be entitled to a leave of absence, not to exceed five (5) days, following a reproductive loss event, including miscarriage, unsuccessful assisted reproduction, failed adoption, failed surrogacy, or stillbirth, as defined.

1. An “unsuccessful assisted reproduction” includes methods of achieving a pregnancy through an artificial insemination or an embryo transfer.

2. A “failed adoption” includes the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.

3. A “failed surrogacy” includes both the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate.

4. A “miscarriage” includes not only a miscarriage suffered by the employee or the employee’s spouse or registered domestic partner, but also a miscarriage suffered by a surrogate after an initially successful embryo transfer or by the birth mother following an adoption agreement.

B. Classified employees who experience a reproductive loss event may use three (3) days of Bereavement Leave, plus two (2) days of Category 2 Personal Necessity Leave. Employees, who have exhausted their accrued sick leave, may request an unpaid leave of absence.

C. Classified employees are limited to a total of 20 days of leave within a 12-month period if they experience more than one reproductive loss event during that 12-month period.

D. The leave need not be taken immediately following the reproductive loss event, but must be taken within three (3) months of the event and must be taken in full-day increments.

E. Classified employees must be employed for at least 30 days prior to being eligible for Reproductive Loss Leave.

F. Such leave shall not accumulate from year to year.

ARTICLE XXIII

LAYOFF

A. Definitions

1. A "layoff" is the involuntary separation from service or reduction in hours, as determined by the District, of a permanent unit member due to lack of funds and/or lack of work. An employee may be laid off when:

    a. A position is being eliminated and the employee has the least seniority in the classification plus higher classifications in which they have served.

    b. The employee has been displaced or bumped by an employee whose position was eliminated.

    A "permanent employee", for purposes of this Article, includes employees who are permanent at the time of receiving the notice and employees who became permanent after the date of the required notice.

2. A "reemployment right" is defined in California Education Code 45298 and provides reemployment from the reemployment list based on seniority in the classification in which the person on the list was laid off from.

3. A "reemployment list" is a list of the names of laid off employees arranged in rank order from the greatest to least seniority in the classification from which they were laid off plus higher classifications.

4. A "bumping right" is the right of a person actually facing layoff to displace an employee with the least seniority in the same classification or other classifications in which the employee has held permanency.

    No bargaining unit member may bump into a special education position unless they are specifically qualified to perform the particular service and that displacement is not in conflict with the students IEP.

5. A "break in service" is an employee's termination of employment with the District. A Board approved leave of absence, either paid or unpaid, is not considered a break in service.

6. Seniority shall be length of service within a classification (including service within higher classifications), earned while in probationary or permanent status. Seniority shall not accrue for work performed in short-term, substitute or overtime status.

B. Seniority

1. Order of layoff shall be determined by seniority within a classification (including service within higher classifications).

2. Seniority for layoff purposes shall be calculated on the basis of hire date into a particular classification plus higher classes.

    a. A break in service is disregarded and seniority credit for prior service is granted if an employee is reinstated, reemployed in regular status, or appointed to a regular position within 39 months after layoff while his/her name is on a reemployment list.

    b. In the event an employee is rehired after termination of a regular employment relationship, seniority previously earned will not be restored.

3. In the event of a question of equal seniority where two or more employees have the same date of hire, layoff and reemployment shall be determined by lot.

4. The Human Resources Department will maintain an updated seniority list of employees by classification and distribute it to all affected employees including those in a different classification, if relevant.

5. An employee may challenge his/her place on the seniority list by making objections known in writing to the administrator in Human Resources who shall review the objections and conduct an audit and make the results known to CSEA and the employee prior to the effective date of any layoff involving the employee.

C. Procedures

1. Whenever a permanent classified employee is to be laid off for lack of work or lack of funds, the District shall give to the employee, no later than March 15th, written notice of the recommendation, the reasons that the employee's services will not be required for the ensuing year, any bumping rights, reemployment rights, and the District shall also adhere to the layoff procedures set forth in AB 438 (Education Code section 45117), and the Administrative Procedures Act.

2. Following the Board's decision, the District shall give final notice of termination to the affected permanent classified employee(s) before May 15th unless a continuance was granted after a request for hearing was made, in which case such date may be extended by the number of days of the continuance.

3. If during the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies, the Board determines that the District's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, and that it is therefore necessary to decrease the number of classified employees due to lack of work or lack of funds, the Board may issue a District Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing adopted by the Board, and layoff proceedings shall be carried out as required by law.

4. When classified positions are eliminated as a result of the expiration of a specifically funded program, the District shall give written notice to the affected employee(s) not less than 60 days prior to the effective date of the layoff informing the employee(s) of the layoff date, any displacement rights, and employment rights.

5. The District is not required to provide a layoff notice to any person hired as a short-term employee for a period not exceeding 60 days whose service may not be extended or renewed.

6. Additionally, the District may release probationary classified employees without notice or hearing for reasons other than lack of work or lack of funds.

D. Reemployment

1. Classified employees laid off because of lack of work or lack of funds shall be eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants (e.g. non-District employees). Reemployment shall be in order of seniority. Persons so laid off also have the right to apply and establish their qualification for vacant promotional positions within the District during the 39-month period.

2. When a vacancy occurs, the District shall give the employee with the most seniority an opportunity to accept or reject the position, by first emailing the employee at the employee's last known personal email address to notify the employee of the vacancy and then sending written notice by certified and standard mail to the employee's last known address. The employee shall advise the District of the decision by any means no later than 10 calendar days from the date the notice was sent. If the employee accepts, the employee shall report to work no later than two calendar weeks from the vacancy notification date or on a later date specified by the District.

3. In order to be reemployed, the employee must be capable of performing the essential duties of the job with or without reasonable accommodations. When an otherwise eligible employee is unable to perform the essential duties of the job, the employee shall be kept on the reemployment list until another opportunity becomes available or the period of reemployment eligibility expires, whichever occurs first.

4. If an employee is reemployed in a new position and fails to complete the probationary period in the new position, the employee shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39- month period as of the date of reemployment.

E. Reinstatement of Benefits

1. When a laid-off employee is reemployed, all accumulated sick leave credit shall be restored.

2. A laid-off permanent employee shall be reemployed with all rights and benefits accorded at the time of layoff.

3. A laid-off probationary employee shall be reemployed as a probationary employee, and the previous time served toward the completion of the required probationary period shall be counted. The employee shall also be reemployed with all rights and benefits accorded to a probationary employee at the time of layoff.

4. A laid-off employee, when reemployed, shall be placed on the salary step held at the time of layoff. An employee who was bumped into a lower class shall, when reinstated to the previous class, be placed on the salary step to which the employee would have progressed had the employee remained there.

F. Voluntary Demotion or Reduction in Hours in Lieu of Layoff

1. Classified employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff, or in order to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as employees who are laid off. In addition, such employees shall retain eligibility to be considered for reemployment in their previously held class or position with increased assigned time, for an additional period of time up to 24 months (39+24) as determined by the Board on a class-by-class basis, provided that the same test of fitness under which they qualified for appointment to that class shall still apply.

2. Employees who take a voluntary demotion or voluntary reduction in assignment time in lieu of layoff shall have the option of returning to a position in their former class or to positions with increased assigned time as vacancies become available and without limitation of time. If there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.

G. Retirement in Lieu of Layoff

An employee who meets the qualifications may elect retirement under the Public Employees Retirement System and shall be placed on an appropriate reemployment list. If an employee subsequently accepts, in writing, a bonafide offer within the period of 39 months, the District shall maintain the position until PERS has processed the request for reinstatement from retirement.

H. Benefits in the Event of Layoff

1. Vacation time earned and unused at the time of layoff shall be computed and paid to the employee with their final salary warrant.

2. The District shall continue its contractual contribution toward health, dental and vision insurance for two calendar months following the affected employee’s final date of employment.

I. Miscellaneous

If it is determined that an employee has been improperly laid off and would have been otherwise entitled to employment, the employee's sole remedy shall be to be reemployed immediately upon discovery of the error and to receive all pay that would have been earned by the employee had the improper layoff not occurred. Seniority, step placement, vacation and sick leave hours shall be reinstated as if there were no interruption in service.

ARTICLE XXIV

Safety

The District shall continue to be in conformance with all required health and safety conditions of employment. Employees are required to report known unsafe conditions promptly to their immediate supervisor.

1. School/Site Safety Committee

When a site safety committee is formed to assist in meeting state and federal standards, committee participation shall be voluntary. Site staff members may nominate members to serve on this committee. The committee will conduct annual site inspections to insure compliance.

2. Uniforms

The District will provide to employees in the Food Services and Maintenance & Operations departments uniform shirts. When it is necessary to replace the uniform shirts, committees comprised of five employees in each department shall recommend to the department directors the replacement uniform shirts selected, and the department directors will have final approval. Such uniform shirts must be worn at all times by said employees while performing their duties.

The District will provide to bus drivers identification lanyards that shall be worn at all times by said employees while performing their duties.

According to the California Code of Regulations, §571(a)(5), defines uniform allowance as “Compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing, including clothing made from specially designed protective fabrics, which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This excludes items that are for personal health and safety such as protective vests, pistols, bullets, and safety shoes.”

The value of uniforms is determined annually for Food Services employees, Campus Monitors, and Maintenance and Operations employees. The amount is not deducted from net pay but included as special compensation, which will increase the taxes that the district and the employee will pay. This dollar amount will also be added to the employee’s retirement base with CalPERS in full compliance with State Law.

ARTICLE XXV

Disciplinary Procedure

A. Discipline shall be imposed upon bargaining unit members only pursuant to this Agreement, pertinent law, and as otherwise necessary as determined by the District.

1. Discipline shall be imposed upon permanent bargaining unit members only for just cause as reasonably determined by the District. Discipline less than discharge will be undertaken for corrective purposes only.

2. "Disciplinary action" includes any action whereby a bargaining unit member is deprived of any classification or any incident of any classification in which he/she has permanence, including dismissal, suspension (with or without pay), or demotion without his/her voluntary consent, except for a layoff for lack of work or lack of funds.

3. In any case where it has been determined that a recommendation of disciplinary action will be made against a permanent classified employee, and that continuation of the employee in active present status would result in an unreasonable risk of harm or threat to students, staff, or work place, the Superintendent, or his/her designee, may order the disciplinary action into effect immediately on an interim basis. Such order shall be contained in the recommendation of disciplinary action.

4. In the event that proposed disciplinary action is denied, the employee shall have all back pay and privileges restored.

5. No disciplinary action will be initiated for any cause alleged to have arisen prior to the bargaining unit member becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District files the notice of disciplinary action except as otherwise indicated in law.

6. When the District seeks the imposition of any disciplinary action, notice of such action shall be made in writing and served in person or by registered or certified mail, at his/her last known address, upon the bargaining unit member. The notice shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based. The statement shall also include times, dates, and locations of chargeable actions or omissions, the penalty proposed, and a notice of the bargaining unit member's right to this procedure to dispute the charges or the proposed penalty.

7. In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy of this District, each of the following constitutes cause for disciplinary action against a permanent classified employee.

    a. Knowingly falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.

    b. Incompetence or inefficiency in the performance of the duties of his/her position.

    c. Insubordination.

    d. Carelessness or negligence in the performance of duty or in the care of District property.

    e. Abusive or threatening language or conduct toward other employees, students, or the public.

    f. Dishonesty.

    g. Bringing alcohol or narcotics in any quantity on school property, consuming or using alcohol or narcotics in any quantity while on the job, or reporting to work with diminished capacity.

    h. Persistent (three or more) violations of:

(1) Any board policy or staff rule;

(2) Any District or departmental rule or procedure.

i. Abandonment of position for three (3) or more days.

j. Engaging in political activity during assigned hours of employment.

k. Conviction of a felony, or conviction of any sex offense made relevant by provisions of the Education Code. A plea of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.

l. Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means.

m. Willful disobedience.

n. 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 his/her position, providing that reasonable accommodation has been given.

o. Refusal of an employee to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.

p. Physical or mental disability which disability precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided for by contract or by law, providing that such action is not discriminatory, arbitrary, retaliatory, and/or capricious.

q. Excessive absenteeism or persistent absence without leave.

B. <u>Procedure</u>

1. In any formal or informal meeting in which disciplinary action is to be discussed with the employee, the unit member may request representation from the Association.

2. When a notice of disciplinary action has been served on a bargaining unit member, he/she may request an informal meeting to discuss the action with the bargaining unit member's immediate supervisor and departmental/school administrator. A written request for such conference must be filed within five (5) work days of receipt of the notice of disciplinary action.

3. Whenever a disciplinary action, as stated in paragraph 2B is initiated, the written request and five day timelines shall be waived, and an informal hearing held immediately.

4. If the decision reached in the information meeting is unsatisfactory to the unit member, he/she may elect to appeal to the Superintendent or his/her designee. A written request for such appeal must be filed within five (5) working days of the information meeting with the department/school administrator.

5. If the decision reached in the meeting with the Superintendent or his/her designee is unsatisfactory to the unit member, the unit member may within ten (10) days of the decision, request a hearing before a three party hearing panel. Failure to timely appeal will mean the unit member accepts the resolution of the Superintendent or his/her designee.

6. The three party hearing panel shall be selected according to the following criteria:

   a. One member selected by the Association or unit member;
   b. One member selected by the District;
   c. One member of the Board of Trustees selected by the Board of Trustees.

7. Hearings wherein dismissal or suspension without pay has been recommended shall be presided over by a hearing officer who shall be an attorney licensed to practice law in the State of California. The hearing officer shall not be a voting member of the hearing panel, nor will he/she have previously received financial remuneration from either party, unless mutually agreed otherwise.

8. The award of the three party hearing panel shall not be binding upon the Board of Trustees provided, however, that if the Board of Trustees fails to act within forty-five (45) days of the date the award is received by the District, the award will be presumed to be adopted by the Board of Trustees. The Board of Trustees may review the moving papers, the award, and the transcript of the hearing, should one be available, in arriving at its final decision. Should the Board determine that the record is inadequate, it may invite additional testimony, arguments, or briefs at its option. The decision of the Board of Trustees shall be final.

9. The expenses and fees of the hearing shall be apportioned as follows:

    a. Any fees or expenses of the panel members shall be borne in full by the party or parties selecting that panel member;

    b. Other costs of the hearing deemed necessary to the conduct of the hearing shall be borne equally by the District and the unit member;

    c. The cost of a transcript of the hearing shall be borne by the party or parties requesting it.

10. The Board may grant, at the request of the bargaining unit member and CSEA, a hearing in executive session in lieu of the hearing procedure set forth above.

11. In any disciplinary proceeding, the burden of proof shall lie with the District.

12. Because the above procedure guarantees the bargaining unit member adequate right of review, the above Article shall not be subject to the grievance procedure.

ARTICLE XXVI

Procedure for Evaluation of Employees and Personnel Files

A. No evaluation of any employee in the unit shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Evaluation shall be based upon the direct observation and knowledge of the evaluator. Any unsatisfactory evaluation shall include specific recommendations for improvement. Should the employee's supervisor be able to assist the employee in effectuating such specific recommendations, the supervisor shall provide the employee such assistance as is reasonably appropriate.

B. Permanent employees of the District shall be evaluated at least once every two years. Probationary employees of the District hired prior to January 1, 2020 shall be evaluated at least twice during their probationary period. The first evaluation shall be completed on or about the end of the fourth month of employment and the second evaluation no later than on or about the eighth month of employment. Probationary employees of the District hired after January 1, 2020 shall be evaluated at least once during their probationary period. The evaluation may be completed on or about the end of the fourth month of employment.

C. The probationary period for a permanent employee who accepts a change in classification shall be six months. Said employee shall be evaluated at least one time (on or about the end of the fourth month) during the probationary period.

D. Materials in personnel files of employees in the unit which may serve as a basis for affecting the status of their employment shall be made available for the inspection of the employee involved. Such materials shall not include reading reports, or records which:

1. Were obtained prior to the employment of the employee involved;

2. Were prepared by identifiable examination committee members, or;

3. Were obtained in connection with a promotional examination.

E. Every employee, or his/her Association representative with the employee's written consent, shall have the right to inspect such materials upon request, provided that the request and inspection shall be made, except by Association staff representative, at times when the employee is not required to render services in the District.

F. Information of a derogatory nature shall not be entered or filed in an employee personnel file unless and until the employee is given notice and a reasonable opportunity to review and comment thereon. Before placement in the personnel file, any employee shall have the right to enter and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary deduction.

G. Any member of the unit who receives an unsatisfactory evaluation shall receive a subsequent observation, conference and written evaluation.

H. An employee evaluated as unsatisfactory will have the following procedure followed:

1. Written statements of why job performance area(s) are unsatisfactory and methods for improvement.

2. The option of requesting a second manager to participate in a follow-up evaluation.

3. Follow-up of an unsatisfactory evaluation may include interim visits and evaluations with a formal follow-up evaluation.

Such endeavors may provide for release time for the unit member to observe similar work programs for the purpose of professional improvement related to the comments and recommendations of the evaluator.

I. Any member of the unit evaluated as unsatisfactory on two successive evaluations during a work year, including the year-end evaluation, under the procedure listed above may have his/her salary advancement, anniversary increment denied. Only one of the salary factors may be denied for the successive work year and will be applied in the following order:

1. Salary advancement
2. Anniversary increment

J. Unless two successive evaluations in a work year are unsatisfactory, the employee will receive and continue to receive anniversary increments or salary advancements. The employee evaluated as unsatisfactory may elect to appeal the decision to the Superintendent and the Board of Trustees.

An employee will again become eligible for pay advancement if the following year-end evaluation is satisfactory.

ARTICLE XXVII

Probationary Employees

A. The probationary period for a new employee hired prior to January 1, 2020 shall be one year.

B. The probationary period for a new employee hired after January 1, 2020 shall be six months.

C. Probationary employees of the District hired prior to January 1, 2020 shall be evaluated at least twice during their probationary period. The first evaluation shall be completed no later than the fourth month of employment and the second evaluation no later than the eighth month of employment.

D. Probationary employees of the District hired after January 1, 2020 shall be evaluated at least once during their probationary period. The evaluation may be completed on or about the end of the fourth month of employment.

E. The evaluation instrument for probationary employees shall be the same as for permanent employees in the same or a similar position.

F. At any time during the probationary period, the Board of Trustees may terminate the employment of a probationary employee. There shall be no right of appeal from such action to the Board of Trustees. Written notice of such action shall be served on the employee either by personal delivery or by mailing such notice to the employee at his/her last address of record in the District Office. The notice shall be served prior to the expiration of the probationary period.

ARTICLE XXVIII

Professional Growth

A. Purpose

The classified employees' professional growth program is designed to encourage classified employees to enhance their skills, to prepare employees for critical jobs in a changing workplace, and to demonstrate the Board and administration's commitment to education for both students and staff.

B. Eligibility

All classified employees within the District are eligible to participate.

C. Acceptable Credits

1. Only credit earned subsequent to employment with the District shall be applicable.

2. Professional growth credits shall be directly related to the employee's duties as defined by:

   a. The present job description;
   b. The job description of an appropriate promotional position within the Roseville Joint Union High School District; or
   c. The development of knowledge and skills useful in the employee's area of activity.

3. All credits to be compensated must be earned during hours the employee is not in paid status for the District.

D. Applicable units may be earned by the successful completion of the following educational activities:

1. Courses taken at an accredited community college or four year college or university;

2. Adult education courses, continuing education courses, trade school courses or other courses offered by district-approved educational agencies; or

3. Courses leading to the issuance of a certificate of competency or a certification of completion from an accredited school or recognized business or educational institution.

E. Credits will be awarded on a basis of fifteen clock hours per unit. Activities of less than fifteen hours may be accumulated and added together to equal a unit.

F. Approval Procedure

1. All units must have prior approval from the Assistant Superintendent, Human Resources or designee.

2. The employee shall complete the Professional Growth Approval Form and forward the form to the human resources department.

3. An employee whose request for prior approval has been denied may appeal to a review panel consisting of two representatives selected by the bargaining unit and two administrators appointed by the superintendent. The superintendent will make the final decision if the committee is deadlocked.

G. Submission of Units

1. Verification of units earned for professional growth shall be submitted to the human resources department for processing for compensation.

2. Employees must submit an original grade card, certificate, or transcript. The human resources department will copy the original document and return it to the employee. To be granted credit, a grade of "C" or better is required for graded classes. A "pass" is required in "pass/fail" graded classes. A certificate of completion is required for all other hours earned.

H. Compensation for Credits Earned

1. Upon satisfactory completion of Sections C, F, and G, the employee will be compensated a flat one time dollar amount of one hundred and fifty dollars ($150.00) for each full unit earned. No more than six (6) units may be earned in a fiscal year.

2. Per Section E, units will be compensated in full unit increments only. Partial units may be combined to create full unit increments.

3. Compensation will not be granted for hours or units earned whenever the District covers the cost of attending the workshop/class.

ARTICLE XXIX

Transfer Procedure

A. A transfer is defined as a change in assignment, voluntary or involuntary, of an employee from one job site to another, which does not involve a change in classification or job title.

B. Job site is the location where the employee is normally assigned and performs his/her duties or the location from which he/she performs duties through the District.

C. When a new position is created or an existing position becomes vacant, the District shall offer the opportunity to apply for transfer to bargaining unit employees serving in the same classification in the District. Bargaining until employees requesting a lateral transfer need only submit the job application on EdJoin. They do not need to submit additional information that may be required of external candidates (e.g. resume, letters of recommendation, test scores).

D. All vacancies shall be posted by the District for not less than ten (10) working days at all work locations prior to being filled. Any employee holding that classification may apply for transfer to the vacancy any time during the posting period. The notice shall include the job title, qualifications, brief description of the duties, work schedule, salary range, opening and closing date, and job site.

E. Any employee serving in a specific job title that becomes open at another worksite may request transfer to the open position.

F. The employee requesting the transfer will meet with the principal, supervisor, or designee of the requested work site to discuss the position and the employee's interest and qualifications.

G. The employee requesting the transfer will be notified in writing of the approval or disapproval of the transfer. If a unit member's request for a transfer is denied, the unit member may request and will be granted a meeting with the supervisor, principal or designee to discuss the reasons for the denial. The unit member may request and will receive written reasons for the denial.

H. If more than one employee is determined to be acceptable for a transfer position, the most senior employee will receive the transfer.

I. The District may, at its discretion, transfer employees to meet site or District needs. No more than ten percent of the total unit may be involuntarily transferred within any one fiscal year. No employee who is involuntarily transferred may be again involuntarily transferred within two (2) years of the original involuntary transfer.

J. When temporary transfers are made pursuant to the section, the employee shall be notified of the reason and duration of the temporary transfer.

K. When permanent transfers are made pursuant to this section, the employee being transferred shall be given a minimum of fifteen (15) work day notice prior to the effective date of the transfer.

L. Temporary transfers are not counted under the one (1) year restriction of 10% limit.

M. Temporary transfer is the assignment of an employee to another site for forty (40) or less consecutive workdays.

ARTICLE XXX

Grievance Procedure

A. Purpose

The purpose of this Article is to provide an orderly procedure for the prompt resolution of differences with regard to the application and interpretation of the Agreement.

Since it is important that grievances be processed as rapidly as possible, every effort should be made to expedite these procedures. The time limits may, however, be extended or decreased by mutual agreement of the parties. Should the District fail to meet timelines, or receive mutual agreement to extend the time limit, the grievant may automatically proceed to the next step. The grievant must exercise the right to move to the next level within five (5) days of a written decision.

B. Definitions

1. Grievance

   A grievance is a complaint or dispute by the grievant that there had been an alleged violation, misapplication, or misinterpretation of the specific provisions of this Agreement, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate superior.

2. Grievant

   A grievant is a bargaining unit member or the CSEA and/or its representative.

3. Day

   A day shall mean a day in which the grievant is regularly assigned to work.

4. Representative

   The grievant's representative is a fellow unit member, or a CSEA representative.

C. Informal Resolution

A member of the unit may present a contract dispute to the immediate supervisor and have such dispute resolved as long as the resolution is not inconsistent with the terms of the Agreement.

Most grievances arise from misunderstandings or disputes that can be settled on an informal basis. The District and the CSEA agree that every effort will be made by supervisors and management and the employee to settle disputes at the lowest possible level. The filing of a grievance shall not be construed as reflecting unfavorably upon a unit member's good standing, performance, or loyalty to the District. Members of the bargaining unit involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.

D. Formal Procedures

1. Step One:

   Within twenty (20) days after the cause of the grievance or within twenty (20) days of the time the grievant could reasonably have been aware of the alleged act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to his/her immediate supervisor on a form provided by the District. The immediate supervisor will hold an oral discussion with the employee within five (5) days. Within five (5) days after the oral discussion with the grievant, the supervisor shall give his/her decision in writing.

2. Step Two:

If the grievance is not resolved at Step One, the grievant shall, within five (5) days after receipt of the written decision, present the written grievance to the next level administrator with immediate responsibility for the position to which the grievant is assigned. If a meeting is requested, it shall be held within five (5) days from the receipt of the grievance. The administrator shall provide the grievant with a written decision within five (5) days after the meeting, or if no hearing is requested then within ten (10) days of receipt of the grievance at Step Two.

3. Step Three:

If a member of the unit is not satisfied with the disposition of the grievance at Step Two, the written grievance shall be submitted by the grievant to the Superintendent or the Superintendent's designee within five (5) days from receipt of said disposition. Within five (5) days from the receipt of the written grievance, the Superintendent or designee shall meet with the grievant on the grievance and a written disposition of the grievance shall be made within ten (10) days of such meeting and a copy furnished to CSEA and the grievant.

4. Step Four:

If a grievant is not satisfied with the disposition of the grievance at Step Three, the unit member may request a hearing before an arbitrator. Such request shall be filed in writing in the office of the Superintendent by a CSEA representative within ten (10) days after receipt of the written disposition at Step Three.

E. <u>Arbitration</u>

1. If CSEA decided to request arbitration, the arbitration will begin on a date mutually agreed upon by CSEA and the District. The arbitration proceedings shall be conducted by an arbitrator to be selected by CSEA and the Superintendent, or his/her designee. If the two parties fail to reach agreement on an arbitrator, the State Conciliation Service or American Arbitration Association will be requested to supply a list of five (5) names that have public sector experience. Each party will alternately strike from the list until only one name remains. The order of striking will be determined by lot. The District and CSEA will share equally any payment for the services and expenses of the impartial advisory arbitrator in the event there are any costs.

2. After the Board's receipt of the arbitrator's recommendation, the Board shall have thirty (30) days from its initial consideration of that recommendation to either adopt, reject, or modify such recommendation. If the Board totally rejects an arbitrator's decision which has held in favor of the employee, then all of the mutually incurred arbitration expenses shall be borne by the District.

3. It shall be the function of the arbitrator to make a recommendation to the Board of Trustees and the grievant to resolve the grievance. The arbitrator shall be subject to the following limitations: the arbitrator shall have no power to add to, subtract from, disregard, alter, modify, or go beyond any of the terms of this Contract.

4. The fact that the grievance has been considered by the parties in the preceding steps of the grievance procedure shall not prevent the District from raising the defense of grievability or arbitrability.

5. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree. If the arbitrator requests court reporter, then the costs shall be shared by both parties. The court reporter shall deliver a copy of the proceedings to each party within fifteen (15) days.

6. Unless mutually extended by the parties, the arbitrator shall render his/her decision to the parties within thirty (30) days after conclusion of the hearing or submission of closing briefs, whichever is later.

F. General Conditions

1. Failure by the administration to adhere to decision deadlines in this article causes the grievant's appeal to automatically move to the next step (higher level). Failure of the unit member to adhere to the submission deadlines shall mean that the unit member is satisfied with the latest decision and waives any right to further appeal. However, nothing prevents the parties from extending the dates by mutual agreement.

2. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor. This shall not cause the employee to violate any laws or place himself/herself or others in imminent danger of life or limb.

3. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4. Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work of the participants. If any grievance meeting or hearing must be scheduled during the school day, any unit member required by either party to participate as a witness or grievant in such meetings or hearings shall be released from regular duties without loss of pay.

5. The grievant has the right to have a representative present at any step of the grievance procedure. The grievant, however, must be present at each step of the grievance procedure.

ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT

CLASSIFIED FORMAL GRIEVANCE

Check One:	Step 1 ☐	Step 2 ☐	Step 3 ☐	Step 4 ☐
Date Grievance Occurred: _____	Immediate Supervisor	Next Level Supervisor	Superintendent/ Designee	Arbitration
	Grievance date:	Grievance date:	Grievance date:	Grievance date:
	Meeting date:	Meeting date:	Meeting date:	Meeting date:
	Decision Date:	Decision Date:	Decision Date:	Decision Date:

Grievant's Name:	**Grievant's Assignment:**

Work Location:	**Immediate Supervisor:**

Name of Representative: (*Name/Signature*) ▸	**Self:**		
	CSEA:		
	Other:		

Article(s) and Item Number(s) that have been violated:

Statements of facts of alleged violation with dates, names, and places (*attach additional pages if necessary*):

Remedy sought by Grievant:

Disposition of above Grievance is as follows:

Date Grievance Resolved:	**Grievant's Signature:**

District Signature:

Please send original to: **Personnel** ☐

Copies to: **Immediate Supervisor** ☐ **Dept. Head/Principal** ☐ **CSEA** ☐ **Grievant** ☐

ARTICLE XXXI

Concerted Activities

It is agreed and understood that there will be no strike, slowdown, or work stoppage by CSEA or by its officers, agents, or members during the term of this Agreement. The District will not participate in lock-out activities during the term of this Agreement.

ARTICLE XXXII

Full Understanding, Modification, Waiver

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or Agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party shall not be required to negotiate, with respect to any matter covered herein or with respect to any other matters within the scope of negotiations during the term of the Agreement. However, the above shall not limit the possibility of re-opening this Agreement for a specific purpose upon mutual agreement by the parties.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and approved and implemented by the Governing Board of the District.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE XXXIII

Organizational Security

A. Dues and Service Fees

1. CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District for employees in the bargaining unit.

2. The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees, or payments to charity in lieu of service fees from the wages of all bargaining unit members who submit authorization forms to the District. Such authorization shall remain in effect until expressly revoked in writing by the bargaining unit member.

3. The District shall, without charge, pay to CSEA all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of bargaining unit members whose requests for religious exemption have been approved by CSEA pursuant to this Agreement.

4. Nothing contained herein shall prohibit a bargaining unit member from paying service fees directly to CSEA.

5. The District shall immediately notify the CSEA Chapter Treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.

6. The District shall deduct and pay to CSEA service fees for each bargaining unit member who is obligated to pay such fees pursuant to this Agreement, unless CSEA notifies the District that the bargaining unit member is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.

B. Miscellaneous

CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining. CSEA will provide all service fee payers with a reasonable prompt opportunity to challenge this calculation before an impartial decision-maker and will deposit into an interest-bearing escrow account all amounts reasonably in dispute while such challenges are pending.

Association membership dues and/or agency fee payroll deductions shall comply with legal requirements and hold the District harmless by CSEA demonstrating to the District that the annual Hudson Notice has been mailed to unit members within the requirements and timelines established by statute.

ARTICLE XXXIV

Savings Provision

If any provisions of the Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

In the event the courts invalidate any Article or section of this Agreement, either party may, within ten (10) days of official notification, request to meet and negotiate for the purpose of replacing the invalidated provision. Should such request be made, the parties agree to commence negotiations within thirty (30) days or as provided by law.

ARTICLE XXXV

Duration of Agreement

The District and CSEA agree to a new contract commencing July 1, 2023 through June 30, 2026.

The following items may be re-opened for negotiations by either party annually for the life of the Contract: Salary, (Contract Article V), Health & Welfare (Article VI), and one Article within the Contract by each party. Request to re-open these items shall be submitted by the District and Association no later than May 1 of each year.