

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
UPPER LAKE UNIFIED SCHOOL DISTRICT AND CSEA CHAPTER 427**

July 1, 2025 – June 30, 2028

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PREAMBLE

The parties agree that the purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment as described in Chapter 10.7 (commencing with Section 3540 of Division 4 of Title 1 of the California Government Code), relating to public educational employment relations; future amendments, and/or successor legislation.

ARTICLE I

RECOGNITION

- 1.1 Acknowledgment: The District hereby acknowledges that CSEA is the exclusive bargaining representative for all employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this agreement. All newly created positions, except those that are lawfully certificated, management, confidential, or supervisory shall be assigned to the bargaining unit. Disputed cases shall be submitted to PERB for resolution.

- 1.2 Scope of Representation: The scope of representation shall be limited to matters relating to wages, and hours of employment and other conditions of employment as provided by law. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matters outside the scope of representation.

ARTICLE II

NO DISCRIMINATION

2.1 Discrimination Prohibited: No employee in the bargaining unit will be illegally favored or illegally discriminated against in wages, hours, or other terms and conditions of employment as set forth in this agreement because of his/her:

1. Political opinions
2. Political affiliations
3. Race
4. National origin
5. Religion
6. Marital status
7. Age
8. Sex
9. Physical handicap
10. Membership in the union
11. Lawful union activities
12. Color
13. Ancestry
14. Mental handicap
15. Sexual orientation
16. Protected activity or identification with a protected class as determined by local, state, or federal law.

ARTICLE III

DUES CHECK-OFF

- 3.1 Check Off: CSEA/Chapter 427 shall have the sole and exclusive rights to have membership dues deducted for employees who are members of CSEA in the bargaining unit by the District. The District shall, upon appropriate written authorization from CSEA on behalf of any employee in the unit, deduct and make appropriate remittances as determined by the District shall pay to the designated payee, within thirty (30) days of the deduction, all sums so deducted. Such deductions and payment shall be made in accordance with the payroll and computer capacity of the District.
- 3.2 Dues Deductions: The District shall deduct, in accordance with the current CSEA dues schedule, dues from the wages of all employees who have chosen to become a dues paying member of CSEA Chapter 427 and who have submitted dues authorization forms to CSEA Chapter 427. CSEA Chapter 427 shall be responsible for maintaining these individual employee authorizations and for processing employee requests to cancel or change these authorizations. CSEA Chapter 427 shall inform the District which employees have authorized deductions. Such deductions shall be made only in 10 (ten) equal installments (July and August being excluded).
- 3.3 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request. The Board shall rely on information provided by CSEA Chapter 427 regarding whether deductions were properly canceled or changed and CSEA Chapter 427 shall indemnify the District for any claims made by the employee for deductions made in reliance on that information.
- 3.4 There shall be no charge by the employer to CSEA for deductions.
- 3.5 Whenever there is an increase in the amount required for membership dues, CSEA and the employer shall provide the employee with adequate and necessary data on such increase at a time sufficiently prior to the effective date of the increase to allow the employee an opportunity to revoke the written authorization, if desired. CSEA shall provide the District with notification of the increase at a time sufficiently proper to the effective date of the increase to allow the employer an opportunity to make the necessary changes and with a copy of the notification of the increase, which has been sent to all concerned employees.
- 3.6 Upon receipt of a properly signed authorization for payroll deductions by a classified employee pursuant to Education Code 45168, the District shall reduce such employee's pay warrant by the designated amount in the next pay period following

the closing date for receipt of changes and pay warrants. In order for the authorizations to be effective, the Lake County Office Education, Business Office must receive the signed authorization for payroll deduction on or before the 15th of the month.

- 3.7 The District shall, on the same designated date of each month, draw its order upon the funds of the District in favor of CSEA for an amount equal to the total of the respective deductions.
- 3.8 The District shall not require the completion of a new deduction authorization when a dues increase has been affected or at any other time without the express approval of CSEA.

ARTICLE IV EMPLOYEE RIGHTS

4.1 Procedure for Entering Materials into Personnel Files

- 4.1.1 No adverse action against an employee shall be based upon materials placed in the employees personnel file in violation of the procedures set forth herein.
- 4.1.2 Except as provided by Education Code 44031, derogatory information shall not be entered into a personnel file until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement(s), his/her own comments thereon. The employee may request to meet with his/her supervisor regarding his/her personnel file. Should that prove unsatisfactory, the employee may request to meet with the superintendent.
- 4.1.3 Except for certain ratings, reports and records, referred to in Education Code 44031, every employee may inspect his/her personnel file upon request, provided that the employee requests to inspect his/her file at a time that is mutually convenient to the District and the employee. The materials reviewed shall remain with the file. The employee may obtain one copy of the personnel file. Copies of updated materials will be provided upon the employee's request.
- 4.1.4 Upon written authorization from the employee access to personnel files shall be limited to the members of the district administration and CSEA representatives. Board of Trustee members may request the review of an

employee's file at a personnel (closed) session of the entire Board of Trustees. The contents of all personnel files shall be kept in strictest confidence.

- 4.1.5 Any person who places written materials in the file shall sign, print his/her name and date the material. The material shall contain both the date drafted and the date placed in the file.

4.2 PERFORMANCE EVALUATION

The purpose of the Classified Evaluation is to foster growth for all employees employed in a support role at the District. The evaluation is a tool used collaboratively between the employee and their supervisor(s) to facilitate that growth.

Each employee will participate in a goal-setting session with their supervisor(s) in September or within the first six weeks of employment, where goals can, but are not required, to be set for the current year. Goals are a way for the District to facilitate the advancement of the employee and are not evaluated at the end-of-year meeting.

- 4.2.1 All regular classified employees shall be evaluated by their immediate Supervisor/Admin/Director in accordance with the following schedule:
- A. Probationary Employees - at the end of the second, fourth and sixth month of service. Evaluation forms will be sent out at the end of the first and third and fifth months and must be returned before the end of the second, fourth and sixth month.
 - B. Permanent employees - at least once each year during September/October and when the employee leaves the control of that supervisor, in accordance with 4.2.3. (Who shall not be a bargaining unit member)
- 4.2.2 Purpose: Evaluation is an ongoing method where an employee and their supervisor(s) establish and review personal and work goals while discussing areas of excellence and concern. For permanent employees, goals shall be established once per year at the September/October Evaluation meeting or within the first nine (9) weeks of employment, and will be revisited the following September/October to discern growth in the areas identified. Goals may be reviewed intermittently during the year. Probationary employees will set short-term goals at each of their evaluation meetings as delineated in Section 4.2.1. These goals shall be discussed at each subsequent evaluation meeting during the probationary period.

- 4.2.3 Each immediate Administrator/Director under whom the employee has served for 60 working days or more during any rating period shall provide a performance evaluation, even though the employee may have left his/her control. If the employee has not served 60 working days under Administrator/Director during the probationary period, the Administrator/Director under whom the employee has worked the longest period of time will make the evaluation.
- 4.2.3.1 Performance evaluation reports shall be made on forms mutually developed by the District and CSEA (copy attached as Appendix C), which shall be prepared by the employee's Administrator/Director.
- 4.2.4 Any classified employee who reports to more than one director or administrator in the same position will receive a joint evaluation in accordance with the timelines established in Section 4.2.1. The director and site administrator will communicate regularly with each other to ensure that areas of concern are addressed promptly and that the employee receives all of the assistance needed to excel in their field of employment at the District.
- 4.2.5 The immediate Administrator/Director shall present the performance evaluation report to the employee and shall discuss it with him/her. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. When the employee is no longer supervised by the person preparing the evaluation, it may be delivered by mail. The signature of the employee does not imply agreement with the evaluation. When an employee is rated below satisfactory, the employee shall be given written reasons for such a rating.
- 4.2.6 When an incident occurs during the course of the work year that is likely to result in a negative rating on an evaluation, it shall be brought to the attention of the employee within a reasonable time of when, in the opinion of the immediate supervisor/admin/director, it will likely result in a negative evaluation.
- 4.2.7 Because it is in the best interest of the District to address concerns early and seek out solutions to problems jointly with both supervisor and employee, informal conferences shall be held when the supervisor deems them to be mutually beneficial. These sessions will be considered 'problem solving meetings' and can, at the request of the employee, be attended by their CSEA representative.

ARTICLE V
ORGANIZATIONAL RIGHTS

5.1 CSEA Rights:

CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:

- 5.1.1 Access at reasonable times to areas in which unit members work. CSEA representatives shall not interrupt educational services during working times. Union business may be discussed during the breaks, lunch hours and before and after the employees working hours. The CSEA representative will inform the principal when he/she is on campus.
- 5.1.2 The right to use, without charge, institutional bulletin boards and mailboxes for classified employees.
- 5.1.3 CSEA will reimburse district at a rate of \$.10 per copy made on district equipment. CSEA runs of over 100 copies will be done at a commercial copy machine off school grounds.
- 5.1.4 The right to review an employee's personnel files and any other records pertaining to the employees when accompanied by the employee or upon presentation of a written authorization signed by the employee. Any review must follow the procedures outlined in Section 4.1.3.
- 5.1.5 The right to be supplied with a complete contracted "hire date" seniority roster of all bargaining unit employees on the effective date of this Agreement and annually thereafter. The roster shall indicate the employee's present classification.
- 5.1.6 The right to receive copies of board agenda packets excluding confidential negotiation, litigation, student and personnel materials. If items are deleted from the copy of the board packets, the CSEA shall be notified of the nature of the items deleted and the authority for the District's position that the material is confidential.
- 5.1.7 The right to review at all reasonable times other financial records of the District (excluding confidential negotiations and litigation material)

necessary for CSEA to fulfill its role as the exclusive bargaining representative. If items are not made available under this section, CSEA shall be given the authority for the District's position that the item is confidential.

- 5.1.8 The District shall not conduct negotiations with any other organization that claims to represent the employer- employee relations interests of employees in any of the classifications identified by the District in the official Union recognition document.
- 5.1.9 CSEA shall have the right to represent all unit members at any time in "Weingarten" investigatory meetings, which may reasonably be expected to lead to imposition of discipline. The exercise of this right shall be the responsibility of the individual employee.
- 5.1.10 The Employer shall not contract out work if there are qualified employees available (on-the-job) or on the layoff re-hire list who can perform the work in question.
- 5.1.11 Bargaining unit members shall be allowed 1 ½ hours release time to attend a "Bargaining Unit Orientation" meeting on the first day of the school year classified calendar. The CSEA President shall notify the District of the time of the meeting at least two weeks prior to the date of the meeting.
- 5.1.12 Bargaining unit members shall be allowed one-half (1/2) hour release time per month if his/her work shift overlaps a CSEA chapter meeting.

ARTICLE VI HOURS AND OVERTIME

6.1 Hours:

Each bargaining unit employee shall be assigned a regular and ascertainable minimum number of work hours per day and/or week based on the needs of the district. When possible, the district will consolidate positions to increase hours.

- 6.1.1 Work hours are defined to include any work "suffered" or "permitted" by the employer.

6.2 Workweek:

The workweek for full-time employees shall consist of five (5) consecutive days, Monday through Friday shall be the norm, eight (8) hours per day and forty (40) hours per week. A part-time employee is any employee who works less than full-time. Certain job classifications within the Maintenance & Operations Department may be designated as Tuesday-Saturday as per the negotiated description.

6.3 Increase in Assigned Time: Any less than full time employee in the bargaining unit who works a minimum of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall receive the proportionate increase in benefits provided by Education Code 45137.

6.4 Permanent Change in Hours: It is understood any permanent increase or reduction in hours in an employee's position is subject to negotiations between CSEA and the District.

6.5 Lunch Periods: All bargaining unit members who work five (5) or more hours per day shall be entitled an uninterrupted unpaid lunch period of no less than one-half (1/2) hour. The lunch period may be extended up to one (1) hour with the mutual agreement of the employee and the employee's immediate supervisor. The lunch period shall be taken around the middle of the workday at a time designated by the immediate supervisor. Those employees who work less than five hours per day shall not be required or entitled to take a lunch period. Food service employees may take their lunch at a time designated by their immediate supervisor.

6.6 Rest Periods

6.6.1 All unit members who work four (4) hours or more per day shall be entitled to a fifteen (15) minute rest period per each four (4) hours work. The rest period shall be taken, insofar as practicable, in the middle of the four (4) hour period at a time mutually convenient to the employee and the immediate supervisor. An employee shall be back at work fifteen (15) minutes after he/she ceases work.

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

6.6.3 The rest period is intended to be a recess to be preceded and followed by an extended work period. Thus, it may not be used to cover an employee's late arrival to work or early departure or extended lunch period. It may not be regarded as accumulative if not taken.

6.7 **Overtime:** Overtime is defined to include any time worked in excess of eight (8) hours in any one day, or any time worked in excess of 40 hours in any calendar week.

- A. All overtime hours as defined in this Agreement shall be compensated for at a rate equal to time-and-one-half (1 ½) the regular rate of pay of the employee. Any work required to be performed on any legal or local holiday as provided for in this Agreement shall be compensated for in addition to the regular pay received for the holiday at a rate equal to one and-one-half (1 ½) times the regular rate of pay of the employee.
- B. Overtime must be approved in advance by the Administrator/Director.
- C. The District shall provide for 1 ½ x regular rate of pay.
- D. Overtime for less than full time employees also includes:
 - 1. Four (4) hours or more per day employees work performed on the 6th or 7th day.
 - 2. Less than four (4) hours per day employees work performed on 7th day.

6.8 **Trade Time** – With pre-authorization from the Supervisor or Superintendent an employee may be allowed to take time away from his/her regularly scheduled work hours and have the equal amount of hours made up to the District at a time other than his/her regular work hours. Trade time is calculated at 1 ½ x regular rate of pay. Trade time should have a predetermined plan as to when and where the employee will make up the hours to the District. Trade Time will be recorded as earned and used on a District supplied form, kept and signed by the employees' immediate supervisor. Employees are allowed and encouraged to keep a copy of this form for themselves. Employees shall be able to use earned Trade Time within the fiscal year in which it was earned, following the same rules as personal necessity leave.

6.9 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 August - May academic 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 academic year in May to the beginning of the next academic year in August, 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. (Education Code 45102). All known available positions will be posted for a period of ten (10) working days prior to the end of the school year. Positions added after that date will be made known to employees as follows: Employees who provide the District secretary with self-addressed stamped envelopes prior to the end of the year will be mailed notices.

- 6.9 It is understood that the changes in working hours and working times are negotiable items, and that CSEA may request to negotiate any such proposed changes. CSEA and affected employees shall be notified prior to proposed changes to enable negotiations before the fact.

6.11 Minimum Days/Instructional Aides

On days designated in the board approved ULUSD Calendar as Minimum Instructional Days, classroom aides may be excused from duties by their administrator when there are no students and/or teachers to assist, unless staff development activities have been scheduled. In those circumstances the employee will log their absence in the District Attendance system.

6.12 Minimum Call-Back Time

Any employee called in to work, by their direct supervisor, on a day or time when the employee is not regularly scheduled to work or receives a call from their direct supervisor regarding work related activities (excluding scheduling or similar issues) shall receive a minimum of two (2) hours pay regardless of actual time worked at the appropriate rate of pay under this agreement.

ARTICLE VII PAY AND ALLOWANCES

- 7.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix B, which is attached hereto and by reference incorporated as part of this Agreement. The regular rate of pay shall include any longevity increment required to be paid under this Agreement.

- 7.1.1 Each new bargaining unit employee shall be advanced to the next step in accordance with 7.1.2.

- 7.1.2 Those classified employees hired prior to March 1 of the current year will have their step increase effective July 1. Annually thereafter, all advancements will take place on July 1 of each year. No step advancement will take place during the year.
- 7.1.3 In special circumstances, the employee may be placed on an advanced step to compensate for previous experience in a comparable position. Should the district make a determination that special skills or qualifications held by the new employee are necessary and need an advanced step placement, the District will notify the Union prior to step assignment.
- 7.1.4 Longevity: The District agrees to additionally compensate long service employees in accordance with Appendix B attached hereto and such longevity payments will be counted as income in CalPERS retirement reporting.
- 7.2 Paychecks: All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.
- 7.3 Frequency: All employees in the bargaining unit shall be paid once per month on or before the last working day of the month.
- 7.4 Payroll errors - Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the district shall, within five (5) work days following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. (Education Code 45167). Payroll adjustments for reasons other than procedural errors shall be made not later than the next regular payday.
- 7.4.1 Payroll errors that result in an overpayment of an employee shall be brought to the attention of the employee at the earliest opportunity. The District shall be required to meet with the employee to determine reasonable repayment options that will not result in financial hardship to the employee.
- 7.5 Lost Checks - Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, the District shall report such loss to the County on the day the District is notified by the employee and shall be replaced as soon as the County processes said check.

- 7.6 Mileage: Any employee in the bargaining unit required to use his/her vehicle in the performance of his/her regularly assigned duties shall be reimbursed at the current IRS rate for all miles driven in those regularly assigned duties. This amount shall be payable in the next pay period following such vehicle use. In order to receive said reimbursements, the district principal or superintendent must approve the vehicle use prior to said use by an employee of his/her automobile. In any case, the district does not authorize nor shall it be responsible for the use of personal automobiles in which more than ten (10) persons are in the automobile.
- 7.7 Meals: Any employee in the bargaining unit who, as a result of work assignments, must have his/her meals outside of the territory of the district, shall be reimbursed at the rates established by the U.S. General Services Administration (GSA) for meals and incidentals. The GSA set rates for geographical locations shall provide maximums for breakfast, lunch, and dinner, with a nominal reimbursement rate for incidental expenses. Incidentals are defined as beverages or snacks outside of meals, toiletries, etc. All reimbursement request shall be made on District forms and be accompanied by original, itemized receipts. In the absence of a receipt, the employee may submit an 'unsubstantiated reimbursement' request form. This form is subject to approval by the employee's supervisor. Approval of travel outside of the District for such times and periods that may cause an employee to have his/her meals outside of the territory of the district is considered approval of meals.
- 7.8 Lodging: Any employee in the bargaining unit who, as a result of work assignments, must have his/her lodging outside of the territory of the district, shall be reimbursed for the reasonable, actual cost of the lodging. In order to receive said reimbursement, the district principal or superintendent must approve the expense in advance of the lodging begin taken.
- 7.9 Out of Class Pay: An employee shall not be required to perform duties not a part of his/her classification except as provided in this section.
- 7.9.1 No employee shall be assigned the duties of a position other than his/her regularly assigned position for more than sixty (60) working days in any twelve-month period.
- 7.9.2 An employee assigned duties not a part of his/her classification shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification.
- 7.9.3 If assigned to duties normally performed by employees in a higher classification, the employee shall receive the regular rate of pay for that

higher classification at the step on which he/she is assigned in his/her regular assignment.

7.9.4 If assigned to duties normally performed by employees in a lower classification, the employee shall receive 4% above his/her regular rate of pay.

7.9.5 In no event shall an employee working out of classification receive less than four percent (4%) above his/her regular rate of pay.

7.10 Undergraduate/ Graduate Degrees

7.10.1 0.75% of salary for an associate's degree from an Accredited College:

- Maximum of two associate's degrees can be counted towards the percentage earned 1.5%

7.10.2 1.5% of salary for a Bachelor's degree from an Accredited College:

- Maximum of two bachelor's Degrees can be counted towards the percentage earned 3%

7.10.3 2.5% of salary for a Graduate Degree from an Accredited College:

- Maximum of two Graduate Degrees can be counted towards the Percentage earned (5%)

7.10.4 Maximum stacking for all degrees cannot exceed 5%

7.11 **Certificated Coverage:** Any classified support staff who are pulled from regular duties to cover those of certificated staff, under the direction of a credentialed teacher or administrator, for more than twenty-nine (29) consecutive minutes will be compensated at their regular rate of pay plus \$15.00 per hour. Any time will be submitted on a time sheet and paid out the following month with supplemental pay. It will be the employees' responsibility to record and turn these timesheets into their supervisor. All work must be pre-approved by their supervisor or designee.

- i. CSEA and the District realize that this will be done on an emergency basis, and it will be at the discretion of the site administration as to whom is pulled to cover. Assignment will be pre authorized in writing by an administrator and contain the rational for the assignment (email to the District Office is an acceptable method).

ARTICLE VIII
TRANSPORTATION

- 8.1 Probationary Drivers: First year drivers shall not be assigned out of county field/athletic trips unless the Director of Transportation or Superintendent deems that it is necessary.
- 8.2 Assignment of Bus Routes: Drivers having achieved permanency to a fixed number of hours shall not lose hours on the basis of route assignments. Each driver will maintain the same schedule day by day. This section shall not be construed as superseding layoff procedures due to lack of funds or lack of work.
- 8.3 Driving Assignments Outside Regular Contract Routes: Driving assignments outside the regular contract routes and within the District boundaries shall be distributed as equally as possible during each fiscal year among all regular drivers as far as the nature of the work permits. It is understood and agreed that certain factors (including, but not limited to, employee preferences, time requirements for assigning driver availability, and last-minute schedule changes) may cause imbalances in the equal distribution of such assignments.

Driving assignments outside the regular contract routes and outside the District boundaries will be made from eligibility lists based on seniority (date of hire). Substitutes and first year contract drivers are not eligible for out-of-county trips. Two eligibility lists will be maintained: one for weekday trips and one for weekend trips. Assignment to either type of trip will be in seniority sequence of their respective lists. For each list, as the trip becomes available, it will be assigned to the driver at the top of the list. A driver who rejects a trip in the normal sequence will go to the bottom of the list and will not again be eligible until a full rotation is completed.

Drivers are assigned trips in order of rotation, driver ability and experience is considered in all cases. Drivers will be reassigned a trip at the discretion of the Transportation Director. In the event a driver gives a short-term notice of cancellation (less than 24 hours), the next driver(s) in rotation will not be penalized by not accepting that particular trip. They will be temporarily passed, but they will not be skipped from receiving a subsequent trip.

In the event the Director of Transportation determines that a trip is of unusual difficulty, the next most qualified driver in sequence will be given the assignment. The sequence of trip assignments returns to the next driver in line before the skip.

All extra bus hours shall be offered without regard to the number of regularly assigned hours of employment with the District.

- A. Any non-school day trips will be paid at time-and-one-half (1 ½). Any Holiday driving will be paid one and one-half (1 ½) time regular rate of pay.
- B. Once monthly washing of busses may be required of all drivers at the District's discretion and drivers shall be paid up to one (1) hour plus travel time of "extra duty" on a timesheet for this purpose at a wash station approved by the State.

8.4 Training: All training and/or testing necessary for maintaining employment per the State of California or required by the District shall be paid in full by the District including wages, overtime (if applicable), mileage and materials.

The District will incur the cost of instructor/trainer. Applicants will be responsible for all other costs to obtain his/her initial license and school bus certificate.

ARTICLE IX EMPLOYEE EXPENSES AND MATERIALS

9.1 Uniforms: Cloth aprons and plastic gloves shall be furnished to the food service employees. These uniforms are the property of the district, and therefore, must be returned to the district when replacements are needed or when an employee leaves the services of the district.

9.2 Tools: The district shall provide hand tool, power tools and training on equipment as applicable.

9.3 Reimbursement for Damage or Stolen Property: In order to be eligible for reimbursement for items of personal property damaged or stolen in the line of duty without the fault of the employee, the employee must first obtain written approval for the use of the property. This written approval must have been given by the principal or superintendent before the property is brought to the work location. The principal or superintendent shall maintain a listing of the personal property which the employee is authorized to use in his/her work.

An employee may be reimbursed for items of personal property damaged or stolen in the line of duty for items required as part of an employee's work and without fault of the employee. The amount of the reimbursement shall be the replacement cost of the property or the cost to repair the property, whichever is less. The replacement cost of the property shall be determined at the time the property is damaged or stolen.

- 9.4 Safety and Health Equipment: Should the employment duties of an employee in the bargaining unit, as determined by applicable law, regulation, or the district, require use of any equipment or gear to insure the safety or health of the employee or others, the district agrees to furnish such equipment or gear.
- 9.5 Physical Examinations: The District agrees to provide the full cost of any test, x- rays, or medical examinations directed by the district, including, but not limited to, the provisions outlined in Education Code 45122 or its successor.
- 9.6 Hold Harmless Clause: The district shall defend and indemnify classified employees as required by State law. (See Government Code 825 et. seq.)

ARTICLE X
HEALTH AND WELFARE BENEFITS

Health and Welfare Benefits

- 10.1. Health Insurance will be provided by a provider mutually agreed to by CSEA and the District, and subject to negotiations each year. The current agreed to Cap on the District contribution to Health Insurance will be \$17,000 per year for full time employees.
- 10.2 Cap Refund: Any plan chosen by an employee equating to a lesser cost monthly and/or annually than the District's monthly and/or annual contribution toward the benefit cap shall be refunded to the employee on their monthly payroll check minus 6% assessed for employer mandated taxes.
- 10.3. Part-time classified employees who work four or more hours shall have the District contribution toward the employee's health and welfare benefits pro- rated based on hours worked to eight (8) hours per day.
- 10.3.1 The District shall provide \$100,000 life insurance for employees working four (4) or more hours per day.
10. 4. COBRA - Unit members, their dependents and/or their former dependents that lose benefit coverage under this article shall be entitled to purchase the same programs as are available to other employees for the period prescribed in the Consolidated Omnibus Reconciliation Act (C.O.B.R.A). The cost to individuals exercising this right shall be no more than 102% of the premium. The District shall be responsible for notifying all affected individuals of their rights under this section and the C.O.B.R.A. amendments to the public Health and Safety Code. The benefits granted by this section shall be equal to, but no greater than, the benefits granted by C.O.B.R.A.

ARTICLE XI
HOLIDAYS

11.1 Scheduled Holidays:

Bargaining unit employees shall be entitled to the following paid holidays under the terms and conditions of this article:

Juneteenth (June 19th)

Independence Day (12-month employees only)

Labor Day

Veteran's Day

Day before Thanksgiving Day

Thanksgiving Day

The day following Thanksgiving (in lieu of Admissions Day) **Christmas Eve (12-month employees only)**

Christmas Day

New Year's Eve **(12-month employees only)**

New Year's Day

Martin Luther King's Birthday Lincoln's Birthday

President's Day

Memorial Day

11.2 Pursuant to Education Code 45203, every day appointed by the President of the United States, or the Governor of this State, as provided in subdivisions (b) (c) of Education Code 37220d for a public fast, thanksgiving or holiday, or any day declared a holiday under section 1318 or 37222 for classified employees shall be deemed a holiday. School recesses during the Christmas, Easter, and Thanksgiving periods shall not be considered holidays.

11.3 When a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of day observed. This provision shall be progressive for multi- day holidays.

11.4 Bargaining unit employees shall be entitled to the above paid holidays provided they are in paid status during any portion of the workday immediately preceding or succeeding the holiday.

11.5 Bargaining unit employees not assigned to duty during the holidays of December 25th and January 1st shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday.

ARTICLE XII
VACATION

12.1 Every regular classified employee shall be entitled to an annual vacation at the regular rate of pay earned at the time the vacation is commenced. Twelve-month employees shall be entitled to vacation time in amounts specified in 12.2. Less than twelve-month employees are not entitled to vacation time but will be paid for their vacation days in amounts equal to 12.2.

12.2 Vacation shall be earned at not less than the rate provided for in the Education Code as follows:

Years (12 Month Employees)

0 - 5	12 days
6 or more	15 days
10 or more	20 days

10 Month Employees – earn 10 paid days in lieu of vacation time off.

11 Month Employees – earn 11 paid days in lieu of vacation time off. 11-month employees are those working at least 200 work days excluding Holiday and Vacation)

12.3 For all employees regularly employed for fewer than 35 hours a week, regardless of the number of hours, or days worked for a week, the vacation credit shall be

12.4 computed at the rate of 0.03846 hours for each hour the employee is in paid status, not including overtime.

12.5 Twelve (12) month employees may take their vacation at any time with the prior approval of the Immediate Supervisor/Administrator/Director. Denial shall not be unreasonable. If the employee has been denied his/her full annual vacation, the amount not taken, shall accumulate for use in the next year or be paid for in cash at the option of the employee. Vacation requests shall be made at least two weeks (14 calendar days) before the proposed vacation time. All other considerations being equal, in the event a conflict of requested vacation, seniority will prevail.

12.6 Earned vacations shall not become a vested right until completion of the initial six (6) months of employment. However, it is the responsibility of the Administrator/Director to maintain controls over the amount of vacation accumulated by employees in their departments.

- 12.7 The employee may be granted vacation during the school year even though not earned at the time the vacation is taken.
- 12.8 If an employee is terminated and has been granted vacation which is not yet earned at the time of termination of his/her services, the employer shall deduct from the employee's severance checks the full amount of salary which was paid for such unearned days of vacation taken.
- 12.9 Upon separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.
- 12.10 This section shall not apply to substitute, short-term, or limited term employees, as they are defined in Education Code section 45103 and 45286.
- 12.11 Employees employed less than 12 months on an annual basis, shall be paid for their vacation time in their regular pay checks. Their vacation time shall be deemed to have been taken during the two months that they are not working.
- 12.12 When a holiday falls during the scheduled vacation of any bargaining unit employee, the holiday shall not be charged against the employee's vacation.
- 12.13 12-month employees shall accrue no more than double their allotment for years of service.

ARTICLE XIII LEAVES

All leaves are granted in compliance with and not in duplication of leaves required to be granted by the Education Code.

- 13.1 Bereavement Leave:
Five (5) days per occurrence (to be used within one year from event) on account of the death of any member of employee's immediate family. No deduction shall be made from the salary of such employee, nor shall such leave be deducted from leave granted by other sections of this code. Members of the immediate family as used in this section include mother, father, sibling, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son son-in-law, daughter, daughter-in-law, or any person, not a boarder living in the immediate household of the employee.

- 13.2 Jury Duty: Leave of absence for jury service shall be granted to any employees who have been officially summoned to jury duty in local, State or Federal Court. Leave shall be granted for the period of jury service. The employee shall receive full pay while on leave assigned to and the subpoena or court certification is filed with the District. Request for jury service leave should be made by presenting the official court summons to jury service or receipt from the jury commissioner to the Administrator/Director.
- 13.2.1 Leave of absence to serve as a witness in a court case shall be granted to an employee when he/she has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officers of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the School District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the Administrator/Director.
- 13.2.2 The jury service fee and witness fee referred to in the above two paragraphs, respectively, do not include reimbursement for transportation expense.
- 13.2.3 An employee who reports to Jury Duty shall not be required to report for work until the day after their jury duty has concluded.
- 13.3 Military Leave: An employee shall be entitled to any military leave required by law.
- 13.4 Sick Leave: Sick leave is the absence of an employee because of illness or injury.
- 13.4.1 A regular employee (probationary and permanent) shall earn paid sick leave at the rate of 12 days per year (12-month employees) or 11 days per year (10- and 11-month employees).
- 13.4.2 At the beginning of each fiscal year, the sick leave credit of the employee shall be increased by twelve (12) days of paid sick leave for 12-month employees or 11 days of paid sick leave for 10- and 11-month employees.
- 13.4.3 Sick leave may be taken at any time during the work year.
- 13.4.4 A new employee with probationary status shall not be eligible to take more than six (6) days until the first day of the calendar month after six months of active service with the District.

- 13.4.5 Pay for any day of sick leave shall be the same pay the employee would have received if he/she had worked that day.
- 13.4.6 The employee must notify his/her Immediate Supervisor/Administrator/Director of his/her absence prior to the first day of absence, unless conditions make notification impossible. The employee shall be required to indicate why notification could not be made as stated in this section.
- 13.4.7 At least one day prior to his/her expected return to work, the employee shall notify his/her Immediate Supervisor/Administrator/Director in order that any substitute employee may be terminated. If the employee fails to notify his/her Immediate Supervisor/Administrator/Director and both employee and the substitute report, the substitute is entitled to the assignment, and the employee shall be charged with a day of sick leave.
- 13.4.8 The district may verify the illness or injury, including, but not limited to, requiring a report from a licensed physician. If the district sends an employee to a particular licensed physician, the district shall pay for the examination.
- 13.4.9 Pay for any hour(s) or day(s) of illness or injury need not be accrued before leave is taken, and such leave may be taken at any time during the employee's work year. Probationary employees shall not be entitled to take more than six (6) days, during the first six (6) months of employment. Permanent employees may use unaccrued sick leave up to their annual entitlements.
- 13.5 Additional Sick Leave: When an employee is absent from his/her duties on account of illness or accident for a period of five (5) months, (defined as one hundred ((100)) days) or less, whether or not the absence arises out of or in the course of employment of the employer, the amount deducted from the salary due the employee for any month in which the absence occurs shall be the difference between the employee's regular rate of pay and that actually paid to a substitute employee to fill his/her position during the absence.

Entitlement to sick leave provisions under this section, if any, shall be considered "entitlement to other sick leave" and shall be used after entitlement to all regular sick leave has been exhausted. Provisions of this leave will be allowable under industrial accident and injury leave.

13.5.1 A permanent employee of the classified service 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, not to exceed six (6) months. The employee shall be notified in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave. The board may renew the leave of absence, paid or unpaid, for two (2) additional six (6) month periods or lesser leave periods that it may provide but not to exceed a total of eighteen (18) months. (E.C. 45195).

An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leave of absence granted under this section and time lost shall not be considered a break in service. The employee shall be restored to a position within the class to which the employee was assigned and if at all possible, to his/her position with all the rights, benefits, and burdens of a permanent employee.

13.5.2 Unit members shall receive a yearly bonus for zero absences as follows:

13.5.2.1 Zero (0) days absent in a work year = \$500.

13.5.2.2 Unit members employed for less than a full work year shall receive a pro-rata bonus for which the unit member is eligible.

13.5.2.3 For purposes of this section, absences by a unit member for observances of a religious holiday, approved vacations (12-month employees only), Jury Duty, or Bereavement Leave shall not be counted as an absence.

13.5.2.4 For 12-Month employees, the bonus will be paid no later than the end of July.

13.6 Termination of Sick Leave: An employee who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided that he/she is able to resume the assigned duties and, if the leave has been for more than 20 working days, provided that he/she has notified the District of his/her return at least three working days in advance. An employee shall continue to receive seniority credit when on such paid or unpaid sick leave.

13.6.1 If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, the employee shall be placed on a re-employment list for a period of thirty-nine (39) months. If the employee is able to assume the duties of her/her positions, the employee shall be re-employed in the first vacancy in the classification of his/her previous assignment. The employee's re-employment will take preference

over all other applicants except for those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her proper seniority.

13.7 Transfer of Sick Leave: Any employee of any California school district or county superintendent of schools in this State who has been employed for a period of one calendar year or more whose employment is terminated for reasons other than action initiated by the employer for cause and who subsequently accepts employment with this school district within one year of such termination of his/her former employment, shall have transferred with him/her to this District the total amount of earned leave of absence for illness or injury to which he/she is entitled under CA. Ed. Code Section 45191. In any case where an employee was terminated as a result of action initiated by the employer for cause, such a transfer may be made if agreed to by the governing board of the District.

13.8 Personal Time Off: An employee may use, at his/her election, his/her sick leave for purposes of personal time off.

13.8.1 Not more than twelve (12) days per year for 12-month employees or eleven (11) days per year for 10- and 11-month employees of paid leave may be taken for personal time at the employee's discretion subject to the following limitations:

13.8.1.1 The employee shall give the District as much advance notice as possible.

13.8.1.2 Leave may not be used for job actions, including, but not limited to strikes, sick-outs, or slowdowns. Should the District, in its sole discretion determine that a job action has occurred; it may deny this leave and deduct a day from the employee's vacation days.

13.9 Maternity Leave: An employee of the District who becomes pregnant shall be entitled to take a leave for maternity reasons.

13.9.1 Paid Leave: An employee who is pregnant may utilize sick leave during the period of time she is disabled. Disability shall begin at the written request of the employee accompanied by a statement from a duly licensed physician indicating the period of time the employee shall not be physically able to perform her duties.

13.9.2 Unpaid Leave: Unpaid leave may be granted to pregnant employees to extend maternity leave beyond the period of disability. Health benefits during unpaid leave will be continued at no cost to the employee if such unpaid leave does not exceed twenty (20) workdays. Health benefits may

be continued beyond the twenty (20) workdays of unpaid leave if the employee pays for premiums. Employees will pay for premiums beginning on the twenty-first (21st) workday.

13.9.3 Maternity leave shall not exceed 12 calendar months.

13.10 Industrial Accident Leave

13.10.1 Employees who have accidents or illnesses arising out and in the course of employment are covered by Worker's Compensation insurance as outlined below.

13.10.2 Paid industrial accident leave shall not be for more than 60 working days in any one fiscal year for the same accident. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full 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.

13.10.3 Industrial accident or illness leave commences on the first day of absence and shall be reduced by one (1) day for each of authorized absence up to the maximum allowable amount.

13.10.4 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave shall then be used; but if an employee is receiving Worker's Compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which when added to the Worker's Compensation award, shall provide for a full day's wage or salary.

13.10.5 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee. An employee shall continue to receive seniority credit for all purposes while on such paid or unpaid leave of absence.

13.10.6 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensation time off or other available leave provided by law or the action of the governing board, the employee shall endorse to the District wage loss benefit checks received under the Worker's Compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for

payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

- 13.10.7 After the expiration of all paid leave privileges, the appointing authority may place the employee on an industrial accident leave without pay.
- 13.10.7.1 Any employee receiving industrial accident leave benefits shall, during periods of injury or illness, remain within the State of California, unless the governing board authorizes travel outside the State. Should the requirement of State law that an industrially injured employee remain within the State of California, be repealed, this paragraph shall also be deemed repealed.
- 13.10.8 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 the employee's position, the employee shall, if not placed in another position, be placed on a re-employment list for a period of 39 months. When released by a doctor and the employee is available during the 39 month period, the employee shall be employed in a vacant position in the class of the employee's previous assignment over all other available candidates except for a 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.
- 13.10.9 An employee who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.
- 13.10.10 Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and time basis. Employees removed from a re-employment list under this section may appeal the removal to the Governing Board.
- 13.10.11 While an employee is on any paid leave resulting from an industrial accident or illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Worker's Compensation Insurance laws, exceed the employee's regular salary. A permanent employee's salary is computed on the basis of the number of hours and days in his/her basic daily assignment.

13.10.12 Final allowance for permanent industrial disability settlements shall not be subject to remittance to the district under this section.

13.11 Leave of Absence without Pay

13.11.1 Leave of absence without pay may be requested by a permanent employee upon the written request of the employee and the approval of the board. Prior to approval of the Governing Board, the superintendent shall submit a recommendation regarding the leave to the Governing Board. The leave is subject to the following restrictions:

13.11.2 1. Leave of absence without pay may be granted for any period not exceeding one year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code, and leave of absence for service in the Peace Corps or the Red Cross.

13.11.3 2. The granting of leave of absence without pay gives to the employee the right to return to his/her position at the expiration of his/her leave of absence provided he/she is physically and legally capable of performing the duties. The position may be filled only for the duration of the leave, and the employee so assigned must be reassigned upon completion of the leave. This leave shall not be deemed a break in service.

13.11.4 An employee may make a written request to the governing board to return to work prior to the expiration date of the leave.

13.11.5 Failure to report for duty within five (5) working days after a leave expires shall be considered abandonment of the position and the employee may be terminated by the District. The termination may be appealed to the District in the same manner as any other dismissal for cause. This provision is not applicable to military leave.

13.11.6 If an employee cannot be placed in his/her previous position due to layoffs for lack of work or lack of funds upon return from leave of absence, he/she shall have bumping and re-employment rights, in accordance with his/her seniority.

13.12 Parental Leave

13.12.1 In accordance with Ca. Ed. Code 45196.1, notwithstanding any other law, during each school year, a classified employee may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks.

- 13.12.2 When an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the amount deducted from the salary due him or her for any of the remaining portion of the 12-workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence.
- 13.12.3 This section shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the governing board of the District.
- 13.12.4 Notwithstanding subdivision (a) of Section 12945.2 of the Government Code, a classified employee is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take parental leave pursuant to this section.
- 13.12.5 For the purposes of this section, “parental leave” means leave for reason of the birth or a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
- 13.13 Family and Medical Leave Act (FMLA) 29 U.S.C. § 2601 m et seq. and California Family Rights Act (CFRA) Government Code § 12945.2
- 13.13.1 Allows employees to take an unpaid leave up to 12 workweeks in a 12-month period based on a calendar year (January 1-December 31) for their own serious health conditions, the placement of a child for adoption or foster care, the birth of a child and/or to care for a child, an employee’s own pregnancy-related disability, to care for the serious health conditions of the employee’s child, domestic partner, spouse, parent or for reasons related to a family member’s military service.
- 13.13.2 To be eligible for this leave an employee must have been in service to the District at least 12-months and have worked a minimum of 1,250 hours in the last 12-month period.
- 13.13.3 Sufficient certification to support an employee’s request for a leave must be provided in a timely manner.
- 13.13.4 Employee health benefits will be maintained during any period of FMLA/CFRA leave under the same conditions as if the employee

continued to work. The employee must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment upon the employee's return from FMLA/CFRA leave.

13.13.5 An employee has an option to use his/her sick, vacation and or other leave balances, provide the employee meets the contract requirements. If the employee does not meet the requirements for taking paid leave, the employee remains entitled to take unpaid FMLA/CFRA leave.

13.13.6 This unpaid leave runs concurrently with all other paid leaves.

13.14 Paid Family Leave (PFL) SB 1661, 770

13.14.1 Paid Family Leave (PFL) provides benefits to individuals who lose wages when they need to take time off work to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner, or to bond with a new child entering the family by birth, adoption, or foster placement.

13.14.2 Paid Family Leave (PFL) is administered by the Employment Development Department (EDD) State Disability Insurance (SDI) Insurance Branch which provides for partial wage replacement benefits to eligible California workers.

13.14.3 No more than six weeks of PFL benefits may be paid within any 12-month period.

13.14.4 Applying for benefits: Employees may file a claim via EDD for PFL Benefits using SDI Online at www.edd.ca.gov/disability or by ordering a paper claim form online at www.edd.ca.gov, or by calling 877-238-4373.

13.14.5 PFL Eligibility Requirements:

1. Via EDD there is a seven-day, non-payable waiting period for claimants before benefits are paid unless you are a new mother transitioning from pregnancy-related disability.
2. Via EDD claimants must have at least \$300 in wages that are subject to SDI contributions during the 12-month base period of a claim.
3. Via EDD for bonding, supporting documentation is required i.e. proof of relationship. PFL is limited to the first year after birth, adoption, or foster care placement of a child.

4. A medical certificate is required when a PFL claim is to provide care for a seriously ill family member.
5. An individual who is entitled to leave under the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) must take PFL concurrently with leave taken under those acts.

13.14.6 An employee receiving benefits under this provision shall immediately provide the District with copies of benefit information from the State of California to assist with the coordination of benefits. The District shall assume upon receiving notice of application from the State of California that an employee is approved and receiving maximum benefit until the employee provides the District with actual benefit information. Furthermore, the District will assume the benefits continue until the employee provides documentation that the disability benefit has been terminated.

ARTICLE XIV TRANSFERS AND PROMOTIONS

14.1 Definitions and Purposes of This Article

- 14.1.1 Definition of Transfer - Definition of transfer - a transfer is a move from one school to another school.
- 14.1.2 Promotion is defined as employment in a new classification assigned a higher salary than the employee currently receives.
- 14.1.3 Definition of Reassignment - reassignment is a move from one job assignment to another job assignment within the same classification and school site but with changed working conditions, assigned tasks, work load or supervision.
- 14.1.4 Vacancy – a vacancy is when a new unit position is created or an existing position is to be filled.
- 14.1.5 The superintendent has the authority to transfer and reassign employees within the school district. The Board of Trustees may review the assignment. All transfers and reassignments must keep employees within their classification, hours and wages. Transfers and reassignments

shall not be made in an arbitrary or capricious manner nor shall transfers or reassignments be used in disciplinary action unless in the course of a negotiated agreement between the employee, CSEA and the District.

14.1.6 A bargaining unit employee receiving a promotion shall be moved to a step commensurate with their experience on the new class's range. Such placement shall result in no less than a 3.5% increase in pay.

14.2 Notice of Vacancy

14.2.1 Notice of a permanent classified job vacancy that is created through the dismissal, demotion, death, abandonment, promotion, resignation, transfer, or retirement of an employee or by action by the District to create a new position shall be posted for five (5) working days and will be emailed to all classified staff in their District Email and may be posted on the employee bulletin board in the staff room before opening to the outside public. All transfers and promotions shall be considered prior to external interviews taking place.

A. The job vacancy notice shall include job title, a brief description of the position and the duties, the minimum qualifications required for the position, the assigned work site, the number of hours per day, days per week and the months per year assigned to the position, the salary range and deadline for filing to fill the vacancy.

B. The District shall conduct an orientation/training session for all new hires within the first month of employment. The District shall provide release time for the Union President or Designee, and all newly hired classified employees during the first month of hire to attend an orientation/training developed by the District and/or CSEA.

14.2.2 The District shall notify all classified bargaining unit members of all vacancies that occur during the year July 1ST to June 30TH.

14.2.3 During the months of June, July, and August the district shall notify all CSEA members of new job postings via email. The district shall post internally and externally simultaneously for no less than five (5) days. The district shall consider all current employees prior to interviewing outside candidates.

14.3 Transfer Procedures

14.3.1 Voluntary Transfer and Promotion: Permanent employees serving in a class other than that in which the vacancy exists applies in a timely fashion for transferring to the position, he/she shall be granted the transfer when:

1. They meet the requirements of the position based on his/her application material and information obtained
2. They will be available to start in the vacant position within the timeframe the District requires; and
3. his/her overall qualifications are equal or superior to all other internal applicants.

When the two most qualified candidates, 1) are both employees serving in a class other than that in which the vacancy exists and 2) are equally qualified, the District will select an employee for the position based on work-related factors including evaluations, professional and technical skills, interpersonal skills. All things being equal in evaluations, experience, and skills; seniority shall be the deciding factor.

14.4 Involuntary Transfer and Reassignment (Administrative Transfer): Involuntary transfers and reassignment shall be made according to the needs of the district. Notice of an administrative transfer shall be given as soon as practical, and, under normal circumstances, no later than ten (10) working days before the transfer. An employee to be involuntarily transferred shall be entitled to request a meeting with the superintendent to discuss the transfer prior to the transfer being made. When an administrative transfer is considered, the District will, under normal circumstances, seek volunteers prior to making the transfer. No transfer shall be made arbitrarily or vindictively.

14.5 Reclassification

14.5.1 Whenever the tasks that an employee performs has changed so that the job description no longer accurately described the job, the employee may ask for a reclassification to an existing job that more accurately described the tasks performed or to a new job class that is recreated for the purpose of accurately describing the job.

14.5.2 Reclassification means the redefining of a position due to changes in duties or work that may alter the nature of the current classification and includes the upgrading of a position to a higher classification as a result of an increase in the level of duties and responsibilities being performed by an incumbent in a position, or if the duties being performed by an incumbent are inconsistent with their classification.

14.5.3 Procedures

- A. During the month of January, reclassification may be requested for any position in the classified unit.
- B. The request for reclassification shall contain the following:
 - i. The classification or position to be reclassified;
 - ii. The existing job description and salary placement;
 - iii. The proposed job description and salary placement;
 - iv. The basis for the reclassification;
 - v. If a position is reclassified and there is no incumbent, the job shall be posted.
- C. Reclassification requests shall be presented by the requesting employee(s) and received by a panel composed of one (1) District appointee, one (1) CSEA appointee, and a neutral third party agreed upon by the District and CSEA. It is the intent of the parties that the panel be composed of individuals who do not have an ongoing working relationship with the District as either a District or labor representative.
- D. The panel shall meet once a year in March. The District, CSEA and employee witness(es) may present information to the panel. The District shall provide release time, as needed, for employees and witnesses to appear before the panel.
- E. The deliberation of the panel shall take place in closed session. The panel shall have authority to adopt, reject, or modify the reclassification requests.
- F. Two (2) of the three (3) panel members must agree for the ratification to be adopted or rejected. All panel members shall sign the decision. No dissenting option shall be issued.
- G. The decision of the panel shall be final and binding and shall be effective on July 1st following the decision.
- H. The unit member(s) whose position is reclassified shall be placed on the step and range of their new classification that provides at least a 4% increase.

- I. Any recommendation for a change in the job description shall be subject to negotiation between CSEA and the District.

ARTICLE XV
DISCIPLINE

15.1 Probationary Period

- A. Except as provided below, a new employee or a permanent employee appointed to a new position shall serve a probationary period of six (6) months in paid status (excluding holidays) or one-hundred thirty (130) days (whichever is greater) at which time she/he achieves permanent status if continued in employment in that position.
- B. During the probationary period, a new employee may be dismissed by the superintendent upon the recommendation of the employee's supervisor. A probationary employee does not have notice and hearing rights such as those set forth below for permanent employees. The superintendent will notify the Board of Trustees of his/her actions at the next regularly scheduled Board Meeting.
- C. When an employee has been promoted from a position in which he/she had permanent status but then has been released from the promotional appointment during the probationary period, the employee shall have the right to elect to displace the least senior employee in the lower classification if no vacancy exists in that class; if a vacancy exists, no displacement will occur and the employee shall be assigned to fill the vacancy. If the lower classification no longer exists, the employee will be placed on a 39-month reemployment list as though laid off from the lower classification.

15.2 Discipline of Permanent Classified Employees:

15.2.1 Discipline shall be imposed on permanent employees only for just cause.

15.2.2 Disciplinary action is any action which deprives any employee of any classification or incident of employment and includes but is not limited to termination, demotion, suspension, reduction in hours, transfer without the employee's voluntary written consent, reassignment without the employee's voluntary written consent, letters of reprimand and written warnings. Layoff actions under Education Code section 45298, including layoffs, reductions in hours or demotion (bumping) in lieu of layoff, are not disciplinary actions within the meaning of this Article.

15.2.3 No disciplinary action shall be taken against any permanent employee for any cause which arose prior to the employee's becoming permanent, or for any cause which arose more than two (2) years preceding the date of the filing of the notice of proposed disciplinary action.

15.3 INVESTIGATIVE INTERVIEWS

Employees shall be entitled to union representation during interviews with management which the employee reasonably believes may lead to discipline. Before conducting any such interview of the employee, the supervisor or manager conducting the interview shall inform the employee of his/her right to union representation at the interview.

15.4 PROGRESSIVE DISCIPLINE

Progressive discipline shall be followed for all disciplinary actions. Progressive discipline is a series of fair, consistent and timely corrective steps to improve employee performance through direct, honest, and constructive communication. Progressive discipline requires that the Employer attempt to correct an employee's conduct or work performance at the lowest effective level, and that increasingly severe steps are taken only when an employee fails to correct a problem after being given a reasonable opportunity to do so. Progressive discipline shall not be bypassed unless the serious nature of the offense warrants such action. Whether or not the nature of the offense was so serious as to require bypassing progressive discipline steps may be submitted to final and binding arbitration.

15.5 COUNSELING AND DISCIPLINARY ACTIONS UP TO AND INCLUDING A LETTER OF REPRIMAND

15.5.1 Verbal Counseling

Verbal counseling shall occur within five (5) business days of the date when the supervisor first has knowledge of the employee's alleged infraction.

15.5.2 Written Warning

Written warnings shall be given to the employee within five (5) business days of the date when the supervisor first has knowledge of the employee's alleged infraction. The written warning shall include a specific statement of the facts which form the basis of the warning and shall include the steps for improvement. The warning shall notify the employee that she/he has the right to file a written response within ten (10) business days of receipt of the

warning. The employee may file a written response within ten (10) business days of receipt of the warning, which shall be attached to the written warning. Written warnings shall be placed in the employee's personnel file.

15.5.3 Letter of Reprimand

A letter of reprimand shall be given to the employee within ten (10) business days of the date when the supervisor first has knowledge of the employee's alleged infraction. The letter of reprimand shall include a specific statement of the facts which form the basis of the reprimand, as well as the policies, rules, or regulations alleged to have been violated. The letter of reprimand shall include a plan for improvement and shall notify the employee that she/he has the right to file a written response within ten (10) business days of receipt of the letter of reprimand. The employee shall sign the reprimand to acknowledge receipt only. The employee may file a written response to the letter of reprimand within ten (10) business days of receipt of the letter of reprimand. Said written response shall be attached to the letter of reprimand and placed in the employee's personnel file.

15.6 DISCIPLINARY ACTIONS BEYOND A LETTER OF REPRIMAND

For all disciplinary actions beyond a letter of reprimand, the following procedures shall apply.

15.6.1 PRE-DISCIPLINARY PROCEDURES

15.6.1.1 Notice of Proposed Discipline

- A. Before taking disciplinary action, the Superintendent and/or his or her designee shall provide a written notice of proposed discipline to the employee. The notice of proposed discipline shall be personally delivered or sent by U.S. certified mail to the employee at the employee's last known address. The notice must be reasonably calculated to provide the employee with the opportunity to timely request the meeting provided in Section 15.6.1.2, below. A copy of the notice of proposed discipline shall be delivered simultaneously to the designated CSEA representative.
- B. Contents of The Notice: The contents of the written notice shall include the following:
 - i. The specific disciplinary action proposed and the proposed

effective date of said action.

- ii. The reasons for the proposed disciplinary action.
- iii. A complete statement in ordinary language of the specific acts and/or omissions upon which the proposed discipline is based, which shall include the times, dates, and locations of the acts and/or omissions, and the individuals involved.
- iv. Copies of all documents and materials upon which the statement of charges is based.
- v. Copies of any policies and/or regulations, if it is claimed that the employee has violated said policies or regulations.
- vi. A statement that the employee has the right to request, within five (5) days of the employee's receipt of the notice of proposed discipline, a meeting with a designated official to provide a response to the charges set forth in the notice, either orally or in writing, and that the employee may have a representative at the meeting.
- vii. A form to request the meeting, to be signed by the employee or his/her representative.

15.6.1.2 Pre-Disciplinary Meeting – Skelly Meeting

- A. The meeting shall take place no earlier than eight (8) days after the employee's receipt of the notice of proposed discipline. The employee shall be afforded a reasonable period of time during his/her working hours to meet with his/her CSEA representative to discuss and to prepare for said meeting. If the employee chooses to submit his/her response in writing without the necessity of a meeting, the employee's written response shall be due no earlier than eight (8) days after the employee's receipt of the notice of proposed discipline.
- B. The designated official conducting the meeting shall be a third party neutral or a management official who was not involved in the events underlying the charges or in the investigation or the filing of the charges. The designated official shall be endowed by the District with the full authority to dismiss, reduce or uphold the charges as written. At the meeting, the designated official shall afford the employee the full opportunity to present

any evidence or information in response to the charges. The employee shall be entitled to be represented by a representative of his/her own choosing, including legal counsel.

- C. Within ten (10) days of the meeting, the designated official shall file and serve on the employee and his/her representative a decision upholding, dismissing, or reducing the Superintendent's proposed discipline. In no event can the designated official impose a higher level of discipline than that in the notice of proposed discipline. A copy of the decision shall be delivered simultaneously to the designated CSEA representative.

15.6.1.3 Emergency Suspensions/Administrative Leave

Notwithstanding Article, Sections 15.6.1.1 and 15.6.1.2, in emergency situations, when the continued presence of the employee presents a clear and present threat to the health and safety of students or other employees of the Employer or would result in substantial interference with the Employer's operations, the Employer may remove the employee from the job immediately and place the employee on paid administrative leave. The employee shall be provided with the notice of proposed discipline and the pre-disciplinary meeting as soon as possible. The employee may be allowed to return to work at any time pending the pre-disciplinary procedure.

15.6.2 DISCIPLINARY PROCEDURES

15.6.2.1 Notice of Disciplinary Action

In the event that the Superintendent goes forward with a recommendation for disciplinary action to the Governing Board, the Superintendent shall provide a written notice of the recommended discipline to the employee. The notice of recommended discipline shall not impose a higher level of discipline than that recommended by the designated official under Section 15.6.1.2 (C). The notice of recommended discipline shall be personally delivered or sent by certified mail to the employee. A copy of the notice of recommended discipline shall be delivered simultaneously to the designated CSEA representative.

- A. Contents of The Notice: The contents of the written notice shall include the following:
- i. The specific disciplinary action recommended and the proposed effective date of said action.
 - ii. The reasons for the recommended disciplinary action.
 - iii. A complete statement in ordinary language of the specific acts and/or omissions upon which the recommended discipline is based, which shall include the times, dates, and locations of the acts and/or omissions, and individuals involved.
 - iv. Copies of all documents and materials upon which the statement of charges is based.
 - v. Copies of any policies and/or regulations, if it is claimed that the employee has violated said policies or regulations.
 - vi. A statement that the employee may appeal the disciplinary action and may request, within ten (10) days of the receipt of the notice of the recommended discipline, either (1) a hearing before the Governing Board or (2) with the concurrence and approval of CSEA, an arbitration hearing before an independent arbitrator.
 - vii. A form to appeal the disciplinary action, to be signed by the employee and his/her representative.

15.6.2.2 Disciplinary Hearing

A. Governing Board Hearing on Disciplinary Actions

The following provisions apply where the employee has requested a hearing before the Governing Board on the disciplinary action.

- i. Within ten (10) days after receiving the request for hearing, the Governing Board or its designee shall schedule a hearing before an independent, third-party hearing officer.

- ii. The employee shall be given written notice of the time and place of the hearing at least twenty (20) days before the date of the hearing. The employee shall be entitled to representation by a designated representative of his/her own choosing, including legal counsel.
- iii. The hearing officer shall preside over the hearing, which shall be tape recorded.
- iv. The burden of proof rests with the District. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses, and to rebut evidence proffered against the party. The oral testimony shall be taken under oath or affirmation.
- v. The hearing need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs; however, hearsay cannot be used as the basis of a material factual finding unless it is corroborated by non-hearsay evidence.
- vi. The parties may mutually agree to prepare post-hearing briefs in lieu of closing statements, to be submitted within a reasonable period of time after the close of testimony.
- vii. When the hearing occurs during the workday of an employee of the Employer who is a witness for either party, the employee shall be released from work in order to testify, without loss of pay or benefits.
- viii. The hearing officer's decision shall be in writing and shall set forth his/her findings of fact, reasoning, conclusions, and recommendations. The hearing officer may modify, revoke, or sustain the Superintendent's notice of recommended disciplinary action; however, the hearing officer shall not recommend a higher level of discipline than that recommended by the Superintendent's notice. Within thirty (30) days of the close of hearing or the filing of post-hearing briefs,

whichever is later, the hearing officer shall file his/her decision with the Governing Board and serve the employee and the employee's designated representative.

- ix. The Governing Board shall provide the employee with sufficient notice of the date of the Board meeting on which it will consider and act upon the hearing officer's recommended decision. The employee shall have the right, either personally or by his/her designated representative, to address the Governing Board in regard to the hearing officer's decision before the Board takes action. This shall be in closed session unless requested by the employee to be in open session.
- x. Within thirty (30) days of the issuance of the hearing officer's decision, the Governing Board shall issue a decision in writing which shall set forth its findings of facts, reasoning, and conclusions. The Governing Board shall immediately deliver its decision in person or by certified mail to the employee and his/her designated representative.
- xi. The cost of the hearing officer shall be borne by the Employer.

A. Arbitration of Disciplinary Actions

The following provisions apply where the employee has elected, with the consent of CSEA, to have an arbitration hearing before an independent neutral arbitrator for final and binding arbitration.

- i. Upon demand by CSEA, the appeal of the disciplinary action shall be heard by an independent neutral arbitrator, whose decision shall be binding upon the parties. The Governing Board hereby delegates its authority to determine whether sufficient cause exists for disciplinary action of the employees to an impartial arbitrator as authorized by Education Code section 45113(e). The arbitrator's decision shall be binding upon the parties; however, the Governing Board retains its authority to review the arbitrator's determination as to whether sufficient cause exists for disciplinary action

under the standards set forth in Code of Civil Procedure section 1286.2, as provided in Education Code section 45113(e).

- ii. CSEA may request to submit the employee's appeal to arbitration within ten (10) days of the employee's receipt of the Superintendent's notice of recommended discipline. CSEA shall submit such request to the Superintendent or his/her designee within said time period.
- iii. The arbitrator shall be selected by the mutual consent of the District and CSEA. If the parties are unable to mutually agree upon the selection of an arbitrator, the District shall immediately contact the California State Mediation and Conciliation Service (CSMCS) to request a panel of seven arbitrators, specifying the parties' preference for arbitrators with experience in public school district discipline. Within ten (10) days of receiving the list, the CSEA and the District shall select the arbitrator. The parties shall alternatively strike names from the list until only one name remains. That remaining individual shall be selected as the arbitrator. The District representative shall promptly notify CSMCS of the parties' selection.
- iv. The parties shall immediately (not more than one business week) arrange mutually acceptable dates for the hearing with the arbitrator.
- v. The arbitrator shall preside over the hearing, which shall be tape recorded or recorded by a court reporter. The arbitrator shall conduct the hearing in accordance with Section 15.6.2.1(A) (iv-vii) above.
- vi. The arbitrator shall issue his/her opinion and award in writing, which shall set forth his/her findings of fact, reasoning, and conclusions. The arbitrator may modify, revoke, or sustain the Superintendent's notice of recommended disciplinary action, but shall not impose a higher level of discipline than that recommended by the Superintendent's notice. Within thirty (30) days of the close of hearing or the filing of post hearing briefs, whichever is later, the arbitrator shall file his/her

opinion and award with the Governing Board and shall serve the employee and the employee's designated representative.

vii. At the first regularly scheduled Board meeting which occurs after issuance of the arbitrator's decision, the Governing Board shall act upon the decision as set forth in section (i), above.

viii. The fees and expenses of the arbitrator shall be split equally between the Employer and CSEA.

B. Loss of Pay. The employee shall suffer no loss of pay or benefits prior to the date when the Employer's disciplinary action is final and all appeals are exhausted

15.6.3 EXTENSIONS OF TIME

The parties may extend any of the time periods set forth in this Article by mutual consent. Any request by the employee and his/her designated representative for a reasonable extension of time shall not be denied by the Employer.

ARTICLE XVI

CLASSIFICATION AND RECLASSIFICATION

16.1 Placement in Class:

As provided in Education Code sections 45101 and 45103, governing board shall classify all bargaining unit positions. Each classification shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular hourly salary ranges for each such position.

16.2 Classification and Reclassification:

Each position classification shall be listed in Appendix "A" hereto. Should the district propose a reclassification, the CSEA shall be entitled to negotiate the classification. Position classification shall be as noted in Appendix "A", attached hereto. Either party may propose a reclassification at any time during contract negotiations or at

any other time mutually agreed upon between CSEA and the District. The District may propose to make new classifications and as well reclassifications at any time subject to the CSEA's right to negotiate the change.

16.3 New Positions or Classes of Positions:

All newly created classified positions or classes of positions, unless properly designated as management, confidential, or supervisory, shall be assigned to the bargaining unit if the job descriptions describe duties performed by classified employees in the bargaining unit or which by the nature of the duties should be reasonably assigned to the bargaining unit.

ARTICLE XVII
LAYOFF AND RE-EMPLOYMENT

17.1 Layoff

Unit members shall be subject to layoff for lack of work or lack of funds in accordance with Education Code 45308.

17.2 Notice of Layoff:

The district shall notify both CSEA and the affected employees in writing at least sixty (60) days prior to the effective date of layoff. The district and the CSEA shall meet no later than one (1) week following the receipt of any such notice to review the proposed layoffs and determine the order of layoff within the provisions of this agreement if requested by CSEA. Any notice of layoffs shall specify the reason for layoffs and identify by name and classification the employees designated for layoff. Failure to give written notice under the provisions of this section shall invalidate the layoff.

17.3 Order for Layoff:

Any layoff shall be affected within a class. The order of layoff shall be based on seniority within that classification and higher classes throughout the District. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on the date of hire for the employee in the class plus higher classes.

17.4 Bumping Rights:

An employee laid off from his/her present class may bump into a lower class in which the employee has served and has achieved greatest seniority considering his/her seniority in the lower class and any higher class.

17.5 Layoff in Lieu of Bumping:

An employee who elects a layoff in lieu of bumping maintains his/her employment rights under this agreement.

17.6 Equal Seniority:

If two or more employees subject to layoff have equal classification seniority, the determination as to who shall be laid off will be made on the bases of the greater bargaining unit seniority, or if that be equal, the determination shall be made by lot.

17.7 Re-employment Rights:

Laid off persons are eligible for re-employment in the class from which they were laid off or any position for which they meet the minimum qualifications for a thirty-nine (39) month period and shall be re-employed in the reverse order of layoff.

17.8 Voluntary Demotion or Voluntary Reduction in Hours:

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on an valid re-employment list.

17.9 Retirement in Lieu of Layoff:

Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of proposed layoff file a request with the District.

The employee shall then be placed on a thirty-nine (39) month re-employment list in accordance with Section 17.7 of this Article; however, the employee shall not be eligible for re-employment during such other period of time as may be specified by pertinent Government Code sections.

The District agrees that when an offer of re-employment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

An employee subject to this Section who retires and is eligible for re-employment and who declines an offer of re-employment equal to that from which laid off shall be deemed to be permanently retired.

Any election to retire after being placed on a re-employment list shall be retirement in lieu of layoff within the meaning of this section.

17.10 Seniority Roster:

The District shall maintain an updated seniority roster indicating employee's class seniority and hire seniority. Such rosters shall be available for inspection by CSEA and bargaining unit employees during usual working hours.

17.11 Employee Notification to District:

An employee shall notify the District of his/her intent to accept or refuse re-employment within ten (10) working days following receipt of the re-employment notice. If the employee accepts re-employment, the employee must report to work within ten (10) working days following receipt of the re-employment notice. If an employee is offered re-employment in his/her original classification and fails to accept it, he/she will have lost all re-employment rights.

17.12 Re-employment in Highest Class:

Employees shall be re-employed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

17.13 Improper Layoff:

Any employee who is improperly laid off shall be re-employed immediately upon discovery of the error. If such an error is made because of an error in seniority computation, the employee will be reimbursed for all lost salary and benefits. Actions taken against employees as disciplinary measures, i.e., suspension or termination, shall not be subject to the provisions of this Article.

ARTICLE XVIII
GRIEVANCE PROCEDURE

- 18.1 Purpose: This grievance procedure shall be used to process and resolve grievances arising under this Agreement. The purpose of these procedures are:
- A. To equitably resolve grievances informally at the lowest possible level.
 - B. To provide an orderly procedure for reviewing and resolving grievances promptly.
- 18.2 Definitions:
- 18.2.1 “Grievance” means an alleged violation, misinterpretation or misapplication of the express terms of this agreement which adversely affects one or more employees.
- 18.2.2 “Grievant” is the Union, a member or members of the representation unit(s) covered by this Agreement who files the grievance.
- 18.2.3 “Immediate Supervisor” means that the person at the lowest administrative level, who is not a member of the bargaining unit, who has been designated management or supervisory and who assigns, reviews or directs the work of the employee.
- 18.2.4 “Day” is any day in which the District Office is open for business Monday through Friday excluding Holidays.
- 18.2.5 “A conferee” is a person chosen to sit in on the procedure as an aide in a grievance situation.
- 18.3 Time Limits: Every effort shall be made to complete action within the time limits contained within the grievance procedure; time limitation may be shortened or extended by written stipulation of both parties.
- 18.4 Service: Decisions and appeals shall be served by personal service or by certified mail. If served by mail, two days shall be added to the time in which the action must be taken.

- 18.5 Representation: The grievant may be represented by CSEA or, as provided by law, the employee may represent himself/herself at any formal step of this procedure. If the grievance is represented by himself/herself, CSEA retains the right to be present at any formal step of the procedure as an observer.
- 18.6 Informal Discussion: The alleged violation shall be discussed informally with the immediate supervisor. During this informal discussion, the grievant shall have the right to have a representative of CSEA present.
- 18.7 Formal Grievance - Step 1 (Principal)
- 18.7.1 If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) work days after the event or circumstances leading up to the grievance if the employee knew or should have known of the event or circumstances.
- 18.7.2 A formal grievance shall be initiated in writing on a form prescribed by the District and approved by CSEA and shall be filed with the immediate supervisor. The form shall be completed to show the following:
- 18.7.3 Grievant(s) name and work location. Grievant(s) work function. The date the grievance is delivered to the immediate supervisor. The provision(s) of the agreement alleged to have been violated, misinterpreted or misapplied. The circumstances of the grievance (concise statement of the facts constituting the alleged violation with dates, names and places as appropriate). Remedy sought by CSEA
- 18.7.4 Within ten (10) work days after the initiation of the formal grievance, the immediate supervisor shall investigate the facts of the grievance. If the grievant is not represented by the CSEA, a copy shall be sent to CSEA's Chapter President by the District. Failure of the immediate supervisor to respond shall be deemed to be a negative decision.
- 18.8 Formal Grievance Step 2 (Superintendent)
- 18.8.1 If the grievant is not satisfied with the decision rendered at Step 1, the grievant may appeal the decision within ten (10) work days to the Superintendent or his/her designee. The grievant shall file a copy with CSEA. The appeal shall include a copy of the original grievance, the decision rendered at Step 1 and a clear, concise statement of the reasons for the appeal.

18.8.2 Within ten (10) workdays after the appeal, if filed, the Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant. The failure of the Superintendent to respond shall be deemed to be a negative decision.

18.9 Formal Grievance - Step 3 (Arbitration)

18.9.1 If the grievant is not satisfied with the decision rendered at Step 2, CSEA may within ten (10) workdays from the receipt of the decision submit a request in writing to the Superintendent for arbitration of the dispute.

18.9.2 The Superintendent or his/her designated representative shall make arrangements for the selection of an arbitrator. The arbitrator shall be selected jointly by CSEA and the District. If no agreement can be reached, they shall request the California State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievance in public schools. Each party shall alternatively strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

18.9.3 All fees for the services of an outside arbitrator shall be split equally between the District and CSEA.

18.9.4 The District shall provide the arbitrator with all necessary technical and clerical staff assistance in preparing for and conducting the hearing and in preparing the findings.

18.9.5 The arbitrator shall convene a hearing at the earliest practicable date after his/her selection. He/she shall establish his/her own procedures. The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this agreement. He/she shall review the written statements submitted by the parties to the grievance. CSEA and the District may request the presence of witnesses. The arbitrator shall be empowered to direct the attendance of any District employee at the hearing without loss of salary to the employee.

18.9.6 The hearing shall be conducted in an informal manner with only those having legitimate interests in the problems at issue, as determined by the arbitrator, admitted. CSEA and the District shall be limited to two (2) days to present their respective positions. The arbitrator may admit evidence and testimony regarding incidences and occurrences that ante-

date the event giving rise to the grievance if he/she concludes that they have sufficient relevance as background information. He/she may also take such additional time as necessary to take such further testimony as he/she deems necessary. The hearing shall be conducted in accordance with the fundamental rules of fairness and due process.

18.9.7 The arbitrator shall render written findings, conclusions, and his/her decision within ten (10) working days for the termination of the hearing. The findings, conclusions, and recommendations shall be sent to CSEA and the Superintendent.

18.10 The findings, conclusions, or recommendations of the arbitrator shall be binding on the Upper Lake Unified School District, the grievant, and CSEA.

18.11 Grieving Provisions

1. While the grievance procedure is being pursued, the status quo shall be maintained until a final decision of the matter is reached.
2. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

ARTICLE XIX WORKING CONDITIONS

19.1 In-service Training Time

Except as provided for Section 6.7 regarding overtime, mandated in-service training will be compensated, as if it were regular hours worked.

19.2 Use of District Tools and Equipment

Employees shall not use district tools or equipment for private uses.

19.3 Job Description Terminology

“Other duties as assigned” is mutually understood to mean tasks which are related and incidental to the position assigned.

19.4 The District and CSEA recognize that several variables effect workload regarding classified employees.

- 19.4.1 CSEA and the District agree to the establishment of a Workload Study Committee to assess what is a reasonable workload for the various classifications, shifts, and hours that exist in the bargaining unit. This committee shall consist of two (2) District administrators and two (2) CSEA bargaining unit members and those members shall be appointed by the chapter. (Number depends on size of the District and up to the Negotiating Committee.) Should a consulting firm be brought in by the Committee to conduct a workload study, the cost of the study shall be borne by the District.
- 19.4.2 When workload issues arise due to layoffs, reduction in hours, unfilled vacancies, increased work requirements, and transfer(s) of employees, CSEA and the District shall meet to negotiate the effects on the impacted workers and create a plan to alleviate and manage the extra work.
- 19.4.3 When a workload issue is determined to exist by the parties, no employee affected shall be subject to disciplinary action due to the inability to complete the work, neither shall they receive any negative evaluations.
- 19.4.4 Work shall not be taken home or completed during off hours for any reason without compensation.
- 19.4.5 If any bargaining unit member believes they have a workload issue, they shall notify their immediate supervisor and the Workload Study Committee in writing. The Committee shall review the issue and respond within 10 working days.

ARTICLE XX
SAFETY

20.1 Reports of Unsafe Conditions

Each employee shall report, in writing, any unsafe conditions in his/her working environment to the principal. The principal shall determine what, if any, action should be taken and shall respond in writing to the employees within ten (10) working days.

20.2 District Safety Compliance:

The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulation adopted under state or federal law which are applicable to the District.

20.3 School Safety Committee:

The principal shall appoint one classified employee as part of a school safety committee. The Committee shall make recommendations to the principal and superintendent concerning any unsafe conditions which may exist.

20.4 Safety Program:

The District provides an annual safety program for unit members.

20.5 Unsafe Work:

All employees shall immediately report to his/her direct supervisor/principal or superintendent any work they consider unsafe. The direct supervisor/principal or superintendent shall determine whether or not the work is unsafe and whether or not the work is being done.

ARTICLE XXI
SEVERABILITY

21.1 Saving Clause: If any provisions of this 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.

21.2 Replacement for Severed Provision: In the event of suspension or invalidation of any Article to this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article of Section.

ARTICLE XXII
NEGOTIATIONS

22. Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties (District and CSEA).

ARTICLE XXIII
COMPLETION OF MEETING AND NEGOTIATING, DURATION AND REOPENERS

- 23.1 This document comprises the entire Agreement between the district and CSEA on the matters within the lawful scope of negotiations. Except as provided in Article XX, the District shall have no further obligation to meet and negotiate, during the term of this Agreement, on any subject, whether or not subject said is covered by this Agreement. However, CSEA retains the right to demand negotiations on items on which the district is considering unilateral action provided such matters fall within the scope of representation under EERA, and CSEA submits a written request to bargain the matter.
- 23.2 This agreement shall become effective upon ratification by the Board of Trustees of the Upper Lake Unified School District and the membership of the CSEA Chapter #427 and shall remain full force and effect up to and including, June 30, 2028, unless one party notifies the other in writing of it desire to modify or amend this agreement.
- 23.3 The requests to modify or amend this agreement, which will initiate negotiations, are limited as follows:
- A. Wages and health benefits shall automatically be reopened each year.
 - B. Either party may request to modify or amend two other articles in the contract per year.
 - C. 2025-2026 Negotiations concluded, 2026-2027 openers limited to salary, benefits and two wild card articles, 2027-2028 openers limited to salary, benefits and two wild card articles. 2028 successor negotiations shall commence.
- 23.4 Any requests to modify or amend this contract shall be made in writing not later than twelve (12) months after the effective date of this contract.

ARTICLE XXIV
CONFORMITY

- 24.1 This agreement shall supersede any policies or practices of the board which shall be contrary to its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the board.
- 24.2 This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties expressed in a written and signed amendment to this agreement.

ARTICLE XXV
JOB RELATED TRAINING

25. Attendance at meetings or trainings by members of the bargaining unit determined to be of value to the district administration shall be encouraged. At the discretion of the superintendent, or his/her designee, costs incurred under a mandated training, including transportation, the district shall pay all related costs of the training.

When a mandated training for the District or State occurs outside the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay or overtime as the case may be.

When an employee requests specific training, the superintendent will consider requests on an individual basis according to the needs of the district. Requests should contain the following information:

- a) the class or training which the employee wishes to take
- b) dates and times of the training
- c) projected costs of the training

26. Release Time for CSEA Trainings: The District agrees to allow Six (6) CSEA members in good standing to attend the yearly CSEA Paraeducator Conference. The District will cover up to \$6,000.00 annually for this conference. The cost may include flight, lodging, food, substitute, and the cost of the conference. Additional members may be allowed to attend the conference with the permission of the District. CSEA and the District will work together to ensure continuity of coverage on sites and in departments when selecting members who will attend. If the District allows for additional members the District will meet with the chapter

president and discuss if the District can contribute more money to the cost of additional members or if the local chapter will be responsible for the cost for the additional members.

27. The District and CSEA understand the importance of training to give both newly hired classified employees and existing employees every opportunity to be successful in their career at Upper Lake Unified School District. All new employees shall receive trainings that include:

- Site/Departmental Training (on site expectations and requirements)
- District mandated training
- One-on-one training & job shadow with qualified permanent classified staff member(s) (up to 5 days) *
- Mentor-Trainee debrief (not evaluative)
- Administrative Evaluation done with employee

*The District, with support from non-affected CSEA, shall coordinate to identify exemplary classified employee(s) in each classification by the conclusion of each school year. The District will then work with site administration and the chosen employee(s) to help provide training for newly hired employee(s) as needed. The chosen employee(s) shall be released from his/her duties for up to five (5) days to do one-on-one training with the new employee. The employee(s) chosen to provide training shall be compensated at 5% above his/her hourly rate for the duration of training for each individual new employee he/she trains. The District shall make every effort to find a substitute for the chosen employee(s) during the time of the training. This position is not subject to the involuntary/voluntary transfer language in this contract.

SIGNATURES FOR AGREEMENT

For CSEA

For the District

Name and date

Name and date

Name and date

Name and date

Name and date

Name and date

Name and date

Name and date

Name and date

Name and date

Name and date

Name and date
