

2021-2023

COLLECTIVE BARGAINING AGREEMENT

between the

BOARD OF EDUCATION



NVUSD

NAPA VALLEY UNIFIED SCHOOL DISTRICT

and the

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
NAPA CHAPTER NO. 184**



January 1, 2021 through December 31, 2023

Table Of Contents

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Preamble	i
1	Recognition and Bargaining Unit	1
2	Wages	2
3	Health and Welfare Benefits	9
4	Hours of Employment	12
5	Employee Expenses and Materials	19
6	Leaves	22
7	Contracting of Bargaining Unit Work	35
8	Transfer	36
9	Promotion	39
10	Safety Conditions of Employment	41
11	Layoff and Re-employment	42
12	Classification and Reclassification	48
13	Employee Evaluation Procedures	50
14	Grievance Procedure	53
15	Organizational Security	58
16	Association Rights	59
17	Discipline	61
18	Management Rights	68
19	Early Retirement Incentive	69
20	Negotiations	70
21	Savings	71
22	Duration of Agreement	72
23	Re-openers	73
24	Completion of Meet and Negotiate	74
	Appendix A: Summer School Assignment Procedures	75
	Appendix B: Cross Training Plan	77
	Appendix C: Transportation	79
	Appendix D: Paraeducator	86
	Appendix E: District Allocation of Staffing Elementary School	88
	Appendix F: District Allocation of Staffing Middle School	89
	Appendix G: District Allocation of Staffing High School	90
	Appendix H: District Allocation of Campus Supervision	91
	Salary Schedules	

PREAMBLE

This Agreement is entered into between the Board of Education of the Napa Valley Unified School District of Napa, California, hereinafter called the "District," and the California School Employees Association and its Napa Chapter 184, hereinafter called the "Association." Upon request, all unit members are entitled to representation by the Association in matters of employment.

- A. Interest-Based Bargaining The District and the Association hereby adopt the interest-based problem solving approach to collective bargaining. We agree with the basic tenets of interest-based bargaining and problem solving, which are to:
1. Separate the people from the problem;
 2. Focus on interests, not positions;
 3. Develop options for mutual gains; and
 4. Use objective criteria to evaluate options.
- B. Ground Rules and Procedures The District and the Association further adopt the following ground rules and procedures which will apply to all negotiations, subcommittees, and other problem-solving or communications meetings:
1. When new parties are present they will be introduced at the beginning of each meeting and the ground rules will be reviewed.
 2. The relationship between the Association and District and substantive issues will be addressed on their own merits in all meetings. The parties will strive to disentangle relationship issues from substantive issues. Participants will focus on the problem, not the person.
 3. Meetings will be a safe place to discuss issues and options; all points of view will be welcomed and honored. It is understood that discussion of options does not mean commitment has been made.
 4. Participants will promote two-way communication by listening and showing others have been heard. When several participants wish to speak, the facilitator will take names and each will speak in order. Participants will formally and informally check assumptions to ensure communications are thorough and effective.
 5. Participants will seat themselves around tables placed in circular fashion and will use flip charts placed at the end of the tables.

6. All participants will assist the facilitator by assuming responsibility for keeping the process moving and to ensure the ground rules are respected.
7. Each party will alternate meetings in preparing the agenda and will be primarily responsible for conducting the meeting for which the agenda was prepared.
8. All decisions will be made by consensus.
9. Caucusing will be kept to a minimum. The negotiation planning process will serve as each party's "caucus" time.
10. All participants will, to the extent possible, keep a global view of the problems.
11. At the end of each negotiation or subcommittee meeting, the team will summarize what was accomplished during the meeting based on the agenda for the meeting. Negotiation subcommittee summaries will be forwarded to the whole Negotiation Team. Communications Committee summaries may be shared with the Association general membership and District.

ARTICLE 1: RECOGNITION AND BARGAINING UNIT

1.0 Recognition

1.0.1 The District recognizes the Association as the exclusive representative of a bargaining unit of classified employees within the Napa Valley Unified School District, including all positions not defined in 1.1. The District agrees to negotiate exclusively with the Association through the provisions of Chapter 10.7, Sections 3540-3549 of the Government Code. The District further agrees that its members and agents shall not attempt to negotiate privately or individually with any employees of the bargaining unit.

1.0.2 The Association in turn recognizes the District Board of Education as the duly elected representative of the people and agrees to negotiate exclusively with the District through the provisions of Chapter 10.7, Sections 3540-3549 of the Government Code. The Association further agrees that its members and agents shall not attempt to negotiate privately or individually with any District Board member or manager.

1.1 The Bargaining Unit

The unit shall include all positions listed on Salary Schedules C184 and CSEA. The unit shall exclude all Supervisory positions and Elementary Yard Supervisors that do not hold other District positions, substitutes (employees hired to fill in for regular employees during their absence for less than 75% of the school year), and all employees excluded by Education Code Section 45103.

1.1.1 The term "employee" as used hereinafter shall mean an employee included in the recognized bargaining unit.

1.1.2 Elementary Yard Supervisors may also be regular part-time employees who are bargaining unit members if they have combined part-time hours as described in Section 4.1.8.

ARTICLE 2: WAGES

2.0 Salary Adjustments

2.0.1 Salary adjustments will be made for all represented employees in the bargaining unit. During the 2013-2014 school year all bargaining units participated in the development of a total compensation formula (MOU attached). In the event that any other bargaining unit in the District receives a formula driven compensation adjustment, the District agrees to provide an equitable adjustment in total compensation for CSEA 184 unit members. Formula-driven increases shall be made retroactively based on all salary schedule hours worked effective July 1 of that year.

2.02 It is anticipated that on or about September 20th of each year CSEA will be notified of the Formula adjustment. Unless either party provides formal notification of a need to discuss and/or negotiate allocation and/or implementation of identified available funds within ten business days, the District will apply any increase in compensation as a salary increase.

2.0.3 Retroactive salary adjustments, if any, shall apply to all current NVUSD employees, and employees who have retired after the date of retroactive salary adjustment but before the date of Board ratification, for the time worked during that period.

2.1 The regular rate of pay for full-time members of the Association for each classification covered by this Agreement is set forth in the attached salary schedules and incorporated into this Agreement.

2.1.1 Annual Step Increase: All employees hired after July 1, 2018 will receive their annual step increase on July 1 of each subsequent year until reaching step F regardless of hire date, or status as a permanent or probationary employee.

2.2 The rate of pay shall include any shift differential and/or longevity increment to be paid under this Agreement.

2.3 Employees assigned an eight (8) hour shift, in a single assignment, with a minimum of two (2) hours or more of unpaid time shall be paid a 5% split shift differential above their regular rate of pay for all hours of work. If an employee elects to work multiple positions, it does not qualify them for split shift differential pay (see also 4.1.8). Split shift differential is already encompassed in bus driver/driver salary.

2.4 New bus drivers shall be paid \$1,000 as a signing bonus upon successful completion of the probationary period as a bus driver for the Napa Valley Unified School District.

- 2.5 Paychecks All regular paychecks of employees in the bargaining unit shall be itemized to include deductions, vacation and sick leave balances. All employees in the bargaining unit shall be paid once per month, payable on the last working day of the month.
- 2.6 Whenever it is determined that an error has been made in the calculation or reporting in any classified employee's payroll or in the payment of any classified employee's salary, the appointing authority shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.
- 2.7 The District will expedite the replacement of employee lost checks.
- 2.8 Lead Worker/
- 2.8.1 There will be a minimum of six (6) Lead Workers to cover all of the employees in varying shops within the Maintenance Department. The Lead Worker is intended to be a conduit between the employee(s) and the manager. Each Maintenance employee will be supported by a Lead Worker. The Maintenance Manager will be responsible for determining the employees for which a Lead Worker is responsible. The Lead Worker will be designated as outlined in 2.8.3. Each Lead Worker shall receive 10% additional Lead Worker Premium on their salary during the period they are selected (Article 2.8.3), as they have extra responsibilities in working with unit members.
- 2.8.2 A qualifying employee wishing to be considered for the Lead Worker shall submit a written request to the Maintenance Manager. The selection criteria will be positive performance evaluations, knowledge in multiple trades or aptitude and willingness to learn them and a willingness to seek professional improvement and leadership skills. A minimum of three (3) years District experience is preferred.
- 2.8.3 The selection process for Lead Worker shall be made by a panel consisting of the Assistant Superintendent or designee, the Maintenance Manager and a CSEA representative. Lead Worker assignments will be reviewed every two years or earlier if there is a vacancy.
- 2.8.4 Lead Workers will continue in the assignment dependent upon satisfactory performance of the additional duties. The district will provide training and guidance to support Lead Workers in their role. A Lead Worker may be relieved of their assignment at any time as a result of unsatisfactory performance. Issues relative to the performance of Lead Worker duties may be an addendum to employee evaluation (Article 13).
- 2.8.5 Examples of additional duties, implemented in collaboration with the manager, include but are not limited to:
1. Scheduling, assigning, reviewing work and providing feedback: Workflow planning, giving directions; monitoring work quality and quantity; providing oral feedback-positive, constructive and corrective feedback.

2. Mentoring: Providing models of effective skills and conduct; demonstrating activities for members of the shop/division; Training and orienting employees; providing verbal feedback (positive, constructive and corrective); Supporting problem solving problems at the lowest level.
3. Communicates with district and site administrators; participating in employee selection (hiring). May provide written feedback for employee evaluations which the manager may include at their option.
4. Directing emergency response in the absence of managers until they arrive on scene and/or can be reached for consultation.
5. Interacting with contractors such as orienting them to the job site, arranging logistics, reviewing work in order to report progress to department director or designee.
6. Participating in relevant leadership professional development provided by the district.

2.9 Lead Worker/ Head of Shift

2.9.1 Swing custodians at middle schools, designated as Lead Worker (also known as “Head of Shift”) by the Operations Manager, shall receive 2.5% additional Lead Worker Premium on their salary during the period they are so designated. Swing custodians at comprehensive high schools, designated a Head of Shift by the Operations Manager, shall receive 5% additional on their salary during the period they are so designated.

2.9.2 The selection process for Head of Shift shall be made by a panel consisting of the immediate supervisor, the Operations Manager and a CSEA representative.

2.9.3 The selection criteria will be positive performance evaluations, and a willingness to seek professional improvement and leadership skills. A minimum of three (3) years District experience is preferred.

Examples of additional duties include but are not limited to:

1. Triage Work: Identifies and corrects site problems and develops a plan for addressing the concern.
2. Primary Public Contact: Directs public to events and provides access as appropriate; supports the community; communicates planned events to the custodial crew.
3. First Responder: The first person to investigate problems, triage communicate as appropriate.

4. Mentor: Provides models of effective skills and conduct; demonstrates activities for members of the shift.

2.9.4 Heads of Shift will continue in the Head of Shift assignment dependent upon the satisfactory performance of the additional duties. Issues relative to the performance of Head of Shift duties may be an addendum to employee evaluation (Article 13).

2.10 A 3% longevity increase will be provided to employees after 10, 15, 20, 25, 30, and 35 years of continuous service. One month prior to becoming eligible to earn a 30 or 35 year longevity increase employee will be evaluated. If an employee due to receive a longevity increase at 30 or 35 years receives a less than satisfactory evaluation, this new longevity increase will be suspended pending the receipt of a satisfactory evaluation. Impacted employees will be re-evaluated six months after the receipt of their unsatisfactory evaluation.

2.11 Those 30 to 35 year employees receiving the 1.5% longevity increase at the time of this agreement and interested in receiving the additional 1.5% longevity increase will be evaluated and must receive a satisfactory or better evaluation.

2.12 Vacation pay for employees who work 185 days or less will be paid in July, following the completion of the school year.

2.13 Professional Growth Career Step

2.13.1 Unit members will be eligible for three (3) Professional Growth Career Steps. Unit members may begin earning credits toward their first Professional Growth Career Step upon becoming permanent. Unit members are eligible for no more than one (1) step per fiscal year.

2.13.2 Unit members will qualify for each professional growth career step by successfully completing the required training, which will consist of fifteen (15) semester units of college-level course work or the equivalent in educational experiences that directly relate to improving performance in their current job class or that prepare the employee for promotion within the District. Twelve (12) hours of "seat time" will be counted as one (1) unit for professional growth. If no unit status is assigned, one semester unit of District salary credit shall be awarded for each twelve (12) hours of seat time.

2.13.3 In order for units to apply toward the professional growth steps, they must be approved in advance by the Assistant Superintendent of Human Resources by submitting an "Application for Approval of Professional Growth Course Work" form. A list of recommended courses will be reviewed and published annually including which courses may be taken more than once for credit towards Professional Growth, otherwise credit will only be given once. After completion of the required fifteen (15) units or equivalent for each step, unit members are responsible for notifying the Human Resources Department and providing proof of successful completion of the units or their equivalent.

Proof of completion may include course transcripts or certificates of completion. This notification must be submitted to the Assistant Superintendent of Human Resources by June 30th in order to have the Professional Growth Career Step differential included in salary for the following fiscal year beginning July 1st.

2.13.4 Employees shall not receive professional growth credit for in-services provided by the District or for any activities, which occur during any time for which they are in a paid status. Employees may, however, attend District-sponsored workshops and receive no professional growth credit while in a paid status. Unit members may use vacation or compensatory time only with the prior approval of their supervisors.

2.13.4.1 All departments will develop a travel and conference account for the purpose of supporting a well-trained and educated work force. This account will be administered fairly by the department manager to further District and/or department goals.

2.13.5 Those who achieve the first Professional Growth Career step will earn a 5% differential. Those who achieve the second Professional Growth Career Step will earn an additional 2.5% differential. Those who achieve the third Professional Growth Career Step will earn an additional 2.5% differential.

2.13.6 Classes used for the Professional Growth cannot be used towards the Maintenance Worker /Mechanic Stipend.

2.13.7 Classes used for the Professional Growth must begin after the employee's hire date with the district.

2.14 Maintenance Worker/Mechanic Stipend

2.14.1 Initial Requirements: Maintenance Worker III's and Mechanics can apply for a 5% stipend provided they have worked as a Maintenance Worker III or Mechanic at a Step F on the salary schedule for a minimum of twelve (12) months. After completing one year as a Maintenance Worker III or Mechanic Step F, an employee may request approval to begin taking courses that would allow them eligibility to obtain the 5% stipend.

2.14.2 Stipend Approval Process: An employee requesting the opportunity to attain the 5% Maintenance Worker/Mechanic Stipend must submit in writing to their department manager a listing of courses and course descriptions that they intend to take in advance of any scheduled qualifying training. The written request will be reviewed by the appropriate manager. All available class times must be submitted at the time of application. It is recognized that certain offerings (by manufacturers or others) may only be offered during regular work hours for which release time will be granted. Every effort will be made to accommodate all applicants; however, the District reserves the right to

ensure in some manner that minimum shop coverage exists during normal school or business hours. All three managers must sign off for the request to be approved. Approvals will be forwarded to Human Resources for placement in the employees file. After attaining twelve (12) hours of classroom or on-line courses the employee will be eligible for the 5% stipend. All required documentation must be approved by the department manager and submitted to the Assistant Superintendent of Human Resources by June 30th in order for the stipend to be included in salary for the fiscal year beginning on July 1st. The stipend is added to the employee's salary for three (3) years.

2.14.3 Required Ongoing Coursework/Training: The employee will be required to continue to accrue twelve (12) hours of classroom or online instruction within each three (3) year increment beginning with the first year of obtaining the 5% stipend. Failure to complete the on-going coursework will result in the loss of the 5% stipend.

2.14.4 Courses and Availability: College courses, trade schools and manufacturer training schools provide sufficient offerings within each trade that would enable a worker to improve or gain additional skills that would allow them to be a more skilled professional within their trade. It is understood that the hours attended in a job specific workshop taking place within a trade show or conference will apply, however, total time of a trade show or conference will not be considered as eligible. The District and the employee will maintain a permanent record of the approved coursework to ensure an employee doesn't repeat the same course in less than three (3) years. The continual changes that are occurring with the maintenance of equipment and buildings do require refresher courses; however, it is felt a period of at least three (3) years is appropriate before repeating a previously approved course.

2.14.5 Recommendations for Continuation of 5% Maintenance Worker/Mechanic Stipend: Maintenance Worker III's and Mechanics interested in attaining the 5% stipend are encouraged to seek out possible classes and discuss those with their department manager. Preparing a four-year plan of possible courses will help ensure the successful continuance of the 5% stipend status. Department managers will work with the employee to develop such a plan.

2.14.6 Courses used for the Maintenance Worker/Mechanic Stipend cannot be used towards Professional Growth. Classes mandated and paid for by the District do not qualify.

2.15 Bilingual Stipend

2.15.1 There will be a 2.5% differential for unit members in positions not designated as bilingual positions who are bilingual and who have significant work-related contact with students and/or adults who are limited/non-English speaking. Recommendations for the bilingual stipend are to be made to the Department of Human Resources by the site/department manager. Once recommended, employees will have their bilingual skills assessed. In

order to receive this stipend, employees must pass or have passed the bilingual assessment.

2.15.2 There will be an additional 2.5% compensation for employees who interpret IEPs and other high complexity meetings with a minimum of two (2) hours for each assignment. This stipend will be available to employees who receive the bilingual stipend and who also pass Tier 2 of the bilingual assessment. Compensation for this Tier 2 interpreting work will be tracked on a time sheet and time will be rounded up to the next hour.

2.15.3 Tier 2 work will be distributed on a rotation based on site seniority and availability.

2.16 Compensation Out-Of-Class

2.16.1 An employee may be required to perform duties not a part of his/her classification provided that his/her salary is adjusted upward for the entire period of required out-of-class work, as provided below:

2.16.1.1 If assigned duties normally performed by employees in a higher classification, the employee shall receive a 5% increase above his/her regular rate of pay.

2.16.1.2 If assigned to duties of a higher classification not currently found on the salary schedule included in this Agreement, the employee shall receive an upward salary adjustment of at least 5% above his/her regular rate of pay. This temporary salary adjustment shall not establish a floor for salary negotiations for new positions.

2.16.2 Except by agreement between the District and the Association, an employee assigned the duties of a position other than those of his/her regular assignment shall not be assigned those duties for more than sixty (60) working days in any twelve (12) month period.

2.14.2.1 If no agreement is reached to extend the sixty (60) day period, the employee shall be returned to his/her prior classification.

2.17 Promotion

Any employee in the bargaining unit must qualify and be selected for a promotion. An employee receiving a promotion shall be moved to an appropriate step of the new class with at least a 5% higher salary range over that which he/she currently occupies.

2.18 A committee consisting of members from the District and the Association will meet and mutually identify difficult-to-fill positions. At the discretion of the Superintendent, the District shall identify vacancies in areas of shortage or in difficult-to-fill positions in writing to the Association. Upon written notification from the Superintendent or designee, the parties agree to meet and negotiate regarding incentive options.

2.19 Comparability Study

Not less than fourteen (14) months prior to the end of the existing contract, the District and CSEA will convene a committee to conduct a collaborative comparability study which will include a comparison of salaries and benefits for mutually selected benchmark positions across CSEA classification groups in four (4) comparable districts. This committee shall include four (4) CSEA representatives and up to four (4) District representatives. It is understood that this data may be the basis for negotiating internal alignment of positions within the unit.

ARTICLE 3: HEALTH AND WELFARE BENEFITS

3.0 Benefits

3.0.1 All employees shall be entitled to single health insurance coverage under the negotiated District plan(s). New enrollment documents for all benefit plans must be completed by the employee and submitted to the payroll office within 30 days of date of hire in order to receive any coverage. The next opportunity to enroll would be during the open enrollment period or qualifying event.

3.0.1.1 Effective date of coverage is as follows:

- If hire date is between the 1st and 15th of the month, coverage is effective the following first of the month.
- If hire date is between the 16th and end of the month, coverage is effective the first of the second month following the date of hire.

3.0.2 The District shall offer health insurance including vision coverage for unit members and their eligible dependents. The District's contribution through the District Formula to a health plan shall not exceed \$425.00. Eligible dependents are identified as legal dependents and proof is required (marriage certificate, Declaration of Domestic partner registered with the State of California, birth certificate, ie: as identified in the certification requirements. In the case of a full time (8 hours per day) unit member who has health insurance provided from a source other than the District, the District will provide the unit member with an in-lieu payment in the amount of \$150.00 per month if the member declines enrollment in the District health insurance coverage. The opportunity to elect to participate in this Cash-in-lieu option is available upon new employment in the District, eligibility through a qualifying event as set by the District's health plan CalPERS, or during the open enrollment period as set forth every year by CalPERS and the District, normally September through October. To be eligible for the in-lieu payment proof of insurance must be provided at the time of request and yearly during the open enrollment period. Unit members are required to notify the District in the event that said coverage should terminate.

3.0.3 The District will provide Delta Dental Insurance for all unit members and their eligible dependents equal to Delta Dental Standard Plan with a \$1,500 benefit CAP, including prosthodontics and orthodontics with a \$500 CAP, at the 50% co-insurance. The District's contribution for this plan will cover the entire cost of the current dental insurance plan.

3.0.4 The District shall provide a term- life insurance plan for unit members only who are employed four (4) hours or more per day at the following levels:

- with a death benefit of \$20,000 for unit members with 0 to 10 years of service;

- with a death benefit of \$30,000 for unit members with 11 to 15 years of service
- with a death benefit of \$40,000 for unit members with 16 to 20 years of service
- with a death benefit of \$50,000 for unit members with over twenty-one (21) years of service

Long-term disability insurance will be fully provided for unit members who work three (3) or more permanent hours per day.

3.1 Unit members working less than full time, but three (3) hours or more per day, shall receive the appropriate pro ration of the District contribution for medical and dental coverage under the approved programs.

3.1.1 Unit members employed for three (3) hours or more, per day shall receive fully paid dental insurance. Unit members employed less than three (3) hours per day shall not be eligible to enroll in dental insurance. Unit members working less than full time, but three (3) hours or more, shall receive the appropriate proportion of the CAP amount towards medical coverage.

3.2 Retirees

3.2.1 To retire with benefits through age 65, an employee must be PERS eligible (50 years of age), at least ten (10) years of service with the District, and a combination of age and years of service equal to 65. For employees hired on/after July 1, 2016 and before/on June 30, 2017 will need to work 17 years in NVUSD to qualify for post-employment retiree benefits. For employees hired on/after July 1, 2017 and before June 20, 2018 will need to work 18 years in NVUSD to qualify for post-employment retiree benefits. For employees hired on/after June 20, 2018 will need to work 20 years in NVUSD to qualify for post-employment retiree benefits.

3.2.2 The District will provide health insurance coverage in the amount of the single premium for District offered plan's, not to exceed the District CAP less the retiree fee set by CalPERS, and dental coverage for the retiree as long as the carrier allows, for the employee who retires according to the aforesaid qualifications. Health and dental insurance will be provided pursuant to this section until the retired unit member attains the age of 65 or is eligible for Medicare, whichever comes first.

3.2.3 A unit member who retires and is enrolled in the District-provided group life insurance may continue group coverage until age 65 or is eligible for Medicare for retiree only, whichever comes first, provided the retiree pays all costs in advance monthly and provided the carrier(s) of the District plan so allow(s).

3.2.4 A unit member who retires and is enrolled in the District provided Vision plan at the employees' expense, may continue coverage until the retired unit member attains the age of 65 or is eligible for Medicare, whichever comes first, for retiree only, provided the

retiree pays all costs in advance monthly and provided the carrier(s) of the District so allow.

3.2.5 Retiree Reimbursements shall be paid either direct deposit or check at the direction of the retiree.

ARTICLE 4: HOURS OF EMPLOYMENT

4.0 Workweek

4.0.1 The workweek shall normally consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday, or workweek on an overtime basis, as provided for in section 4.4 of this article, when such is necessary to carry on the District's business.

4.0.2 The District may establish a ten (10) hour day, forty (40) hour, four (4) consecutive day workweek for certain classes of bargaining unit employees, provided that the establishment of such a workweek has the agreement of the Association as representative of the employee(s) concerned.

4.0.3 The maximum Adult Education Instructional Assistant workweek shall be eighteen (18) hours, and the maximum workday shall be six (6) hours. Nothing in District policies or regulations shall be construed to constitute a guarantee of a minimum number of hours of work per day or week, or of days of work per week, per month or per year. Prior to a permanent change in workdays or working hours, a conference will be held with the unit member in order to discuss the change.

4.1 Workday The District shall designate the length of the employee workday at the time of the employee's initial placement or transfer, in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a regular number of hours on a regular shift.

4.1.1 Swing Shift Employees Employees working a swing shift (defined as beginning at 1:00 p.m. or later) shall work eight (8) hours, which shall include a paid ½ hour lunch period. The ½ hour paid lunch period shall be taken on site. Employees who voluntarily elect, during school recess periods, to work the day shift will receive the swing shift rate of pay but will not receive the paid lunch. The swing shift rate of pay is a 2.5% differential, unless already incorporated into the employee's classification.

4.1.2 Part-time Employees Regular part-time employees will receive minimum assignments of no less than two (2) hours, with the exception of car and bus. (See Appendix C for minimum Transportation Assignments.)

4.1.3 On Call Permanent Bus Drivers On-call permanent bus drivers shall be eligible for benefit status upon completion of certification and California Highway Patrol requirements.

4.1.4 Adjustment of Assignment Regular part-time employees who work an average of fifteen (15) minutes or more per day in excess of the regular part-time assignment for a

period of twenty (20) consecutive working days shall have their regular assignment adjusted upward to reflect the change in assignment and acquire benefits on a prorated basis as defined in section 4.1.9. Average excess minutes must be acquired by work performed at least one day per week for each of four consecutive weeks.

- 4.1.5 Increase in Hours When additional hours or days are assigned to a part-time position on a regular basis the assignment of increased hours/days shall be offered first to the incumbent. If the incumbent declines the additional hours or days they may be offered to the most senior qualified employee in the class at the site.
- 4.1.6 If a vacancy arises or a new position is available during the school year, the District shall first offer the position to qualified unit members in the same classification in order of District seniority, with the exception of bus drivers who are addressed elsewhere in this Article.
- 4.1.7 All regular part-time employees will be entitled to holidays, sick leave, vacation, health and welfare benefits (on meeting the three (3) hour minimum in Article 3.1), and retirement (on becoming eligible for PERS membership) for all hours worked. Ed Code 45136
- 4.1.8 Combining part-time hours is encouraged in and between all classifications up to forty (40) hours per week, as long as the shifts are compatible and allow for breaks as described in Article 4.2 and 4.3 of this article. Positions which are combined and worked by the same employee will remain as separate positions. If two members who have the same hire date seek the same hours, the added hours shall be given to the employee having the greatest seniority according to Article 11.2.
- 4.1.9 Unit members who increase their hours for more than twenty (20) consecutive days will be eligible for prorated benefits commencing with the 1st day of the month following the 20th consecutive day.
- 4.1.10 After August 1st of any year, if an employee's regular work hours are altered, the employee will be consulted and must be given notice of the alteration a minimum of ten (10) workdays before the alteration is to occur. In situations which arise out of circumstances that could not reasonably have been foreseen, the requirement of ten (10) workdays notice may be waived. This does not preclude other arrangements concerning hours of employment being made by mutual consent between the employer, the employee, and the Association.
 - 4.1.10.1 Any time a classified part-time position is open or created, the District will look for cross-department hours combinations which would allow an employee to work a minimum of four (4) hours total (one department or intra-department combination) based on qualifications such as passing

appropriate department specific tests, possessing appropriate professional growth or credential/permit units, ability to work the combined hours, satisfactory performance in both departments, and satisfactory completion of probationary period in both departments.

4.1.10.2 If cross-department combination which give an employee the four (4) hour minimum are not possible, the District reserves the option of maintaining separate, less-than-four (4) hour positions, and consequently a limited number of less-than-four (4) hour employees, until the opportunity presents itself to combine positions to allow an employee to work a total of four (4) or more hours.

4.1.10.3 The District and Association will move toward a goal of 40% reduction from the 1998-99 level of less-than-four (4) hour employees.

4.1.10.4 When an employee serves in a position that the District has combined from more than one classification, in the event the position in one of the classifications is eliminated, the employee retains reemployment rights in that classification. Seniority is by classification for purposes of lay-off, as per section 11.3.4.

4.2 Lunch Periods All employees covered by this Agreement, working five (5) or more consecutive hours per day, shall take an uninterrupted lunch period, except in an emergency or by agreement between employee and supervisor. The length of time for such lunch periods shall be for a period of not longer than one (1) hour, nor less than 1/2 hour, and shall be scheduled for employees at or about the mid-point of each work shift. However, the District may assign a different lunch period for a specific employee if necessary to meet District need.

4.3 Rest Periods All employees shall be allowed to take rest periods which, insofar as is practical, shall be in the middle of each work period. One rest period of fifteen (15) minutes is authorized in each 3-3/4 hour work period. When the employee is on duty less than six (6) hours, but more than five (5) hours, the employee may use the fifteen (15) minute rest period to extend the thirty (30) minute lunch period. Evening or special work shift rest periods may be scheduled as one rest period of thirty (30) minutes as determined by the immediate supervisor. The immediate supervisor shall determine the number of employees to be off at any one time and establish the rest period schedule. Should the rest period not be taken, such time may not be used to shorten the workday. The rest period shall not be used to make up lost time. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

4.4 Overtime

- 4.4.1 The District agrees to compensate bargaining unit employees working more than eight (8) hours per day, when a four (4) day workweek is not established, at the rate of 1-1/2 times the employee's regular rate for that authorized time worked in excess of eight (8) hours in any one day, or the 6th and 7th days of work in a calendar workweek.
- 4.4.2 When a four (4) day workweek is established, the overtime rate shall be paid for all the hours worked in excess of the required workday, which shall not exceed ten (10) hours. Work performed on the 5th, 6th, and 7th days shall be compensated at a rate of 1-1/2 times the employee's regular rate of pay.
- 4.4.3 The workweek shall not consist of more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more. Such an employee shall be compensated for any work required to be performed on the 6th or 7th day following the commencement of the workweek at a rate equal to 1-1/2 times the regular rate of pay of the employee designated and authorized to perform the work.
- 4.4.4 An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the 7th day following the commencement of his/her workweek, be compensated for it at a rate equal to 1-1/2 times the regular rate of pay of the employee designated and authorized to perform the work.
- 4.4.5 A supervisor may grant compensatory time off at the same prorated ratio as overtime payment. The supervisor shall inform the employee of the intended method of payment (cash or compensatory time) at the time of directing overtime work. When possible, the supervisor will present the employee with the option of overtime or compensatory time. Compensatory time shall be taken subject to the needs of the District and the prior approval of the supervisor. All comp time unused as of January 31 shall be paid, on the February payroll. An employee may have a maximum balance of forty (40) compensatory hours. Balance in excess of 40 hours will be paid out as overtime.
- 4.4.6 It shall be the responsibility of the employee to complete the District time sheet indicating overtime payment or compensatory time, reason for overtime work and to have received prior approval of the immediate supervisor. The immediate supervisor will approve the completed time sheet before submitting it to the appropriate District office.
- 4.4.7 All accrued overtime shall be paid upon termination of employment.

4.5 Overtime Distribution by Seniority

- 4.5.1 Overtime shall be distributed and rotated as equally as possible among all employees in the appropriate class within a department or at a given work site, with the initial offer going to the most senior employee in the work class. Any employee offered overtime who refuses it shall be deemed to have worked overtime for the purposes of rotation

only. Refusal by a senior employee of an overtime assignment shall not waive his/her right to be offered a subsequent overtime assignment when it is their turn in the rotation. The list is exhausted so that the least senior person is offered overtime before it starts back with the most senior on the list. Bus drivers working in Board approved part-time positions which total eight (8) hours per day rotate only on holidays/weekends.

4.5.2 A bus driver who is normally scheduled to drive a given route shall have the first priority to overtime on that route regardless of seniority.

4.5.3 Bus drivers will not be offered overtime assignments on routes for which they are determined to be unqualified by the supervisor making the overtime assignment. For the purpose of this section, qualifications will be defined as: knowledge of routes; ability (proficiency) to operate the given bus; and the knowledge of special education students and equipment.

4.5.4 Food Services - Special Events The Food Services Department staffing for special events shall be from the group of persons who normally work at the location where the function will take place. The immediate supervisor shall first offer the work to all employees in the classification with the most senior having first opportunity, then to all employees in the department. Special events staffing will be by the rotation system. The only exception to the established provision for overtime compensation to employees shall be those cafeteria employees who, because of the nature of their duties and irregular hours, shall be compensated at 1-1/2 times the normal rate of pay when they are called back for a special event.

4.6 Minimum Call in Time Any bargaining unit employee called in to work on a day when he/she is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement. Any employee called to work early on their regular workday shall receive pay at the appropriate rate for actual hours worked.

4.7 Right of Refusal Any employee shall, except in an emergency, have the right to refuse any offer or request for overtime or call back, on call, or call in time.

4.8 Standby Time All standby time shall be considered as regular hours worked and shall be compensated on the same straight time or overtime basis as are other hours worked.

4.9 Call Back Time Any bargaining unit employee called back to work unexpectedly after leaving his/her work site after completion of the regular day shall be compensated for at least two (2) hours pay at the appropriate rate

4.10 Summer Assignments

4.10.1 The District shall determine positions for the summer session.

4.10.2 Appendix A specifies summer school assignment procedures.

4.10.3 Compensation and vacation, holiday, and sick leave benefits for those classified positions shall be the same as in the regular academic year. Retirement benefits will be paid in a manner acceptable to PERS.

4.11 Food Services

4.11.1 A meeting for food service employees will be held no later than one week preceding the opening of school.

4.11.2 All Food Service employees shall be notified at least two (2) weeks prior to the meeting by first class posted mail, or by hand delivery, of the time, date, and place of the meeting.

4.11.3 All food service employees in attendance at the pre-school meeting shall be compensated for a minimum of two (2) hours at their regular rate of pay.

4.11.4 All Food Service shifts will be established at the pre-school meeting. A shift list will then be posted through the year in each kitchen throughout the District.

4.11.5 The Food Service hours shall be scheduled so as to maximize hours available for regular assignments. As vacancies occur, hours shall be bid on a seniority basis.

4.11.6 Food Service Department unassigned hours shall be offered annually on the basis of seniority.

4.12 Instructional Assistants Instructional Assistants shall attend a mandatory meeting during the first two (2) weeks of school with an appropriate supervisor. Instructional Assistants will be notified of the time, date, and place of the meeting by first class posted mail, or by hand delivery, at least five (5) days prior to the meeting if the meeting is to be scheduled outside of their normal work hours. All Instructional Assistants in attendance shall be compensated for time in attendance if the meeting is to be scheduled outside of their normal work hours.

4.13 Assignment of Employees Working Less than a Twelve (12) Month Work Year on Elementary Conference Days On any school day when students would have been in attendance, but are not and teachers receive regular pay, classified employees shall be assigned by their supervisor to their regularly assigned work site, to an alternate work site or to an in-service activity. Employee(s) so assigned shall receive regular pay. Also see Article 6: Leaves, Sections 6.15 (vacation) and 6.23 (unpaid leave).

4.14 Short-Term Additional Hours Short-term additional hours means any time worked by regular part-time employees of fifteen (15) minutes or more per day for more than twenty (20) consecutive days, but less 75% of the school year. Regular part-time employees who work short-term additional hours shall receive prorated benefits as provided in Section 4.1.4. Employees shall be provided one week's notice of discontinuance of the short-term additional hour(s) assignment.

4.15 Elementary Yard Supervisors

- 4.15.1 Elementary Yard Supervisors may be regular part-time employees of the District who have combined part-time hours, as described in 4.1.8, or short-term employees who are not members of the bargaining unit.
- 4.15.2 Elementary Yard Supervisors who are bargaining unit members will be entitled to benefits on their ticket selling or elementary noon hours in the same manner as other hours worked. Wages for the Elementary Noon Supervisors will be set by the District.
- 4.15.3 If a permanent classified employee holds a position which includes yard duty, those hours shall be treated as if they are a regular part-time employee, this includes migration through the salary schedule, health benefits, sick leave, vacation leave, retirement, etc.
- 4.16 Short-Term Positions When a short-term position has been in existence prior to January 1st of a school year and is renewed the following school year, it shall be posted and filled as part of the regular bargaining unit work.
- 4.17 Clerical Staffing
 - 4.17.1 Staffing formula driven clerical hours will be added to current positions or new positions created and filled according to the current CSEA collective bargaining agreement. (See Appendices E, F and G for clerical staffing formula. This formula is included in the contract for information only and is not subject to grievance.)
 - 4.17.2 Positions and permanent hours will be paid on the salary schedule, not at the substitute rate. Peak time hours will be at the sub-clerical rate.
 - 4.17.3 Clerical staffing allocations will be reviewed annually, based on October 1st enrollment data, but are considered permanent allocations until such a review takes place. Changes to staffing allocations will take effect the school year following the review. This does not prohibit Management from making assessments and modifications for fluctuations in consultation with the Association.

ARTICLE 5: EMPLOYEE EXPENSES AND MATERIALS

5.0 Tools When the District requires or authorizes a bargaining unit member to provide basic hand tools for use in the course of employment, the District shall provide an amount not to exceed the allotment formula per employee each twelve (12) month period to pay for loss, destruction or damage by vandalism, or mysterious disappearance. Normal wear and tear of tools will not be reimbursed. The District shall provide and give access to all precision tools, hacksaw blades, files, air tools, and all electronic diagnostic tools with a value of \$50 or more.

5.0.1 Allotment Formula:

5.0.1.1 First Level Allotment/\$200 per year:

AV/Electronics Technician

Maintenance Worker III

Apprentice Mechanic

Mechanic

5.0.1.2 Second Level Allotment/\$100 per year:

Maintenance Trainee

Sprinkler Technician

Maintenance Worker I

Transportation Trainee

Equipment Service Technician

Maintenance Worker II

5.0.1.3 Each head custodian will be provided a tool kit containing necessary hand tools to be determined by the Operations Manager in consultation with the employee. The Head Custodian(s) will be responsible for monitoring and maintaining tool kit inventory.

5.1 Mileage An employee required to use his/her vehicle on District business, or who normally works at two (2) separate work sites on a daily basis, for travel between sites shall be reimbursed for mileage at the established Federal rate. The District will adjust the rate as necessary annually on July 1st.

5.2 Replacement Notwithstanding the allotment formula for replacement of lost or damaged tools (Section 5.0.1), the District shall replace an employee's tools due to catastrophic loss or destruction. Catastrophic loss or destruction means tools maintained at the District by an employee which are lost or destroyed by fire, burglary, or an Act of God. Replacement for catastrophic loss or destruction shall be made only for the tools/tool chest approved or required by the District and for which the employee has provided a list of the tools and their brand names. The tools will be replaced with the same brand name tool when possible or a

brand of comparable quality to the tool that was lost. Employees shall annually review their tools and update their list.

5.3 Physical Examination The District shall provide all physical examinations required as a condition of continued employment at no cost to the employee.

5.4 School Bus Certificate The District shall pay the required fee for renewal of a "School Bus Certificate" as a condition of continued employment.

5.5 Uniform Cleaning Service The District shall provide uniform cleaning service for those maintenance employees interested as determined by an annual survey that will typically happen prior to the beginning of the school year. The service shall provide up to five (5) clean pairs of coveralls or pants/shirts per week as needed by agreement between the employee and supervisor.

5.6 The District shall also provide the following:

- Up to five (5) shirts per year for Maintenance and Operations, Food Service personnel, and car and bus drivers which will be ordered annually by September 1st. The individual employee shall maintain and clean the shirts. The department supervisor shall determine any replacements.
- Painters shall be provided up to five (5) pairs of pants per year.
- Maintenance and Operations employees working with petroleum products will be issued appropriate protective clothing, when deemed necessary by mutual agreement with the immediate supervisor.
- Rain gear for maintenance, groundskeeper, custodial, and transportation shop personnel, food service drivers, and campus supervisors. If rain gear is in disrepair, employees shall return the gear to the immediate supervisor. Rain gear will be exchanged for new gear whenever necessary.
- Hair nets for food service workers.
- Protective apparel as determined by the supervisor.

5.7 Uniforms

5.7.1 The alternative of full-length pants/slacks for Maintenance and Operations will be walking shorts or skirt/pants of walking short length. Walking shorts are to be not more than two (2) inches above the knee and loose fitting. The colors shall be solid and either blue, black, or earth tones.

5.7.2 Walking shorts or skirt/pants matching the description above can only be worn when it is determined as safe to do so by the manager in compliance with OSHA regulation 1926.28(a) which states: "The employer is responsible for requiring the wearing of

appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions or where this part indicates the need for using such equipment to reduce the hazards to the employees.”

- 5.8 Employees will return to the District any District-issued clothing apparel or equipment upon termination of employment.
- 5.9 Any employee assigned to work outside of the District (daily assignments) during his/her normal meal period shall be entitled to reimbursement per District approved rates with the exception of bus drivers whose reimbursement is described below. Bus drivers assigned out-of-county trips will be reimbursed as follows:
 - 5.9.1 Work days when a driver is on duty a total of eight (8) hours or less, there will be no reimbursement.
 - 5.9.2 Work days when a driver is on duty more than eight (8) hours, but less than twelve (12) hours = \$12.
 - 5.9.3 Work days when a driver is on duty more than twelve (12) hours but less than sixteen (16) hours = \$20.
 - 5.9.4 When overnight lodging is required, rate equal to District approved reimbursement.
 - 5.9.5 Said rates shall be paid per submission of proper District regulations and forms.
- 5.10 Commercial Driver’s License The District shall pay the cost of the difference between a required commercial driver's license and a non-commercial driver's license for those employees required by their job description to possess a commercial driver's license.

ARTICLE 6: LEAVES

6.0 Definition

- 6.0.1 "Immediate family" refers to the spouse or domestic partner of the employee, and the mother, father, step-parents, grandmother, grandfather, grandchild, foster child, step-child, son, son-in-law, daughter, daughter-in-law, brother, sister, aunt, uncle, niece, or nephew of the employee or of the spouse, or domestic partner of the employee, or any person related to the employee who is living in the immediate household of the employee.
- 6.0.2 "Domestic Partner" is a person who resides with the employee and shares the common necessities of life; is not married to anyone; is at least 18 years of age; is not related to the employee as a parent, brother or sister, half brother or sister, niece, nephew, aunt, uncle, grandparent or grandchild, is the sole domestic partner of the employee with the intent to remain so indefinitely and is responsible for the common welfare of the employee and domestic partner.
- 6.0.3 "Foster child" is a child placed by the welfare agency in a permanent home.
- 6.0.4 "Day" means employee's workday.
- 6.0.5 "Personnel Office" means Human Resources Department.

6.1 Leave Provisions The benefits, which are expressly provided by this Article, are the sole leave benefits, which are a part of this Agreement.

6.2 Sick Leave Accumulation Unit members assigned to a regular full-time position are entitled to one day of sick leave for each month of service. An employee assigned to a regular part-time position accrues sick leave on a prorated basis. Unused sick leave shall be accumulated from year to year.

6.3 Eligibility To be eligible to apply for sick leave absence with pay, the employee shall be in a paid status and regularly scheduled for work on the day(s) of absence.

6.4 Paid Sick Leave In order to receive compensation while absent on sick leave, the employee must notify his/her immediate supervisor/designee or office, where appropriate, no later than one hour prior to the first working hour of the first day absent, unless conditions make notification impossible. The employee must notify his/her supervisor/designee no later than the close of business the day prior to his/her expected return to work. When notifying the supervisor of an intended absence the employee may be required to supply such information as the nature of illness or injury and/or the anticipated length of absence. Adult Education Instructional Assistants will accrue sick leave on a prorated basis according to the amount of time worked based on one (1) hour of sick leave for each 21.66 hours of service.

6.5 Verification of Sick Leave

- 6.5.1 An employee who claims a sick leave absence for five (5) or more consecutive days is required to present a doctor's statement verifying the nature of illness or injury and the date the employee is expected to return to work. An employee who fails to provide the required medical verification of illness, medical disability, or injury as stated shall not be paid for those days of absence until such verification is received by the District.
- 6.5.2 In the case of suspected abuse of this provision, regardless of the length of the absence, the employee may be required to supply, to their immediate supervisor, such information as is requested by the Human Resources Office to verify the illness or injury.

6.6 Entitlement of Other Sick Leave

- 6.6.1 Extended Sick Leave is provided for an employee occupying a regular position who is absent due to personal illness or injury and is unable to return to work after all earned sick leave, industrial accident illness leave, accumulated compensating time off, vacation leave, or other available paid leave has been exhausted. The period of one hundred (100) days of extended sick leave begins with the first day of absence and includes accumulated sick leave, but not vacation leave, compensatory time off or industrial accident leave. During this period of time, the employee shall receive at least 50% of the regular rate of pay. (Ed Code 45191-45196)
- 6.6.2 Those employees, who, at the first day of absence in the same fiscal year, have a minimum of 100 days of leave accumulated, either sick/vacation/comp, will be entitled to use the aforementioned "difference pay" after the employee has used all accumulated leave. Note: Long Term Disability Insurance – See Article 3.0.5.

6.7 Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) FMLA and CFRA are granted as authorized by state and federal law.

- 6.7.1 Employee Eligibility The employee must have worked for the employer for at least twelve (12) months and clocked at least 1,250 hours during the twelve (12) months leading up to the FMLA leave. On-call time counts, but paid time off such as vacation does not.
- 6.7.2 Qualifying Conditions The employee may take FMLA leave for his/her own "serious health condition", for birth, adoption, or to provide foster care, for the care for a sick child, spouse, domestic partner, or parent.
- 6.7.3 Amount of Leave Up to twelve (12) weeks of unpaid leave during a twelve (12) month period.

6.7.4 Benefits If offered to other employees, group health insurance, life insurance, and disability benefits continue to be provided as long as the employee on leave continues to pay any part he/she usually pays.

6.8 Maternity Leave

6.8.1 An employee may apply for maternity leave without pay. The Assistant Superintendent of Human Resources/designee shall be notified in writing, no less than thirty (30) days prior to the date on which the employee's leave is to commence, of the beginning and ending dates of the unpaid leave. Unpaid Maternity Leave shall require Board action.

6.8.2 An employee may use accumulated sick leave during that portion of an absence which is disabling from pregnancy, childbirth, and recovery there from. The period of paid absence shall be limited to that period of medical disability as verified by the physician. When all sick leave provisions are exhausted, leave without pay for the balance of the disability period may be granted.

6.9 Industrial Accident and Illness Leave

6.9.1 Members of the Association who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for sixty (60) working days paid leave in any one (1) fiscal year for the same accident or illness.

6.9.2 This leave shall not be accumulated from year to year.

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

6.9.4 Employees shall be required to serve or have served the District in a paid status continuously for a period in excess of six (6) months to be eligible for industrial injury and illness leave.

6.9.5 Payment for wages lost on any day shall not, when added to an award granted under the Worker's Compensation laws of this state, exceed the employee's full salary for the month.

6.9.6 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits.

6.9.7 An employee requesting industrial accident and illness leave benefits may be required to comply with the medical verification and reporting provisions of the sick leave section of this Article.

6.9.8 Upon complying with the District medical release requirements and receiving District authorization to return to work, an employee on industrial accident or illness leave shall be reinstated, provided the employee is physically and/or mentally able to function at the same level as prior to the illness/injury, in the same or a comparable position in the same classification without loss of status or benefits.

- 6.9.9 Industrial accident leave will be reduced by one (1) day for each day of authorized leave regardless of a compensation award made under Worker's Compensation.
- 6.9.10 When an industrial accident illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only the amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

6.10 Personal Necessity Leave

- 6.10.1 A maximum of seven (7) days of sick leave, per fiscal year, may be used by the employee in cases of personal necessity, as defined below:
- 6.10.1.1 Death or illness, which requires the immediate attention of the employee during assigned hours of service, of a member of the employee's immediate family;
- 6.10.1.2 Accident involving the employee's person or property, or the person or property of a member of the immediate family;
- 6.10.1.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction;
- 6.10.1.4 Three (3) days may be used to observe established religious holidays according to personal convictions. In order for it to be considered a religious holiday, there must be an established observance during the day that would conflict with the employee's regular workday;
- 6.10.1.5 Five (5) days may be used for paternity leave;
- 6.10.1.6 With the prior approval of the Superintendent/designee, up to one (1) day per year may be used to attend the funeral of a close personal friend or relative not defined in 6.0.1.
- 6.10.1.7 Five days may be used for participation in school activities. BP 4061.2
- 6.10.1.8 Personal necessity leave may be taken in two (2) hour increments with the following exception: a) if the shift is less than two (2) hours, the personal necessity may be granted based on the actual shift.
- 6.10.2 As per the provisions of the paid sick leave section, the immediate supervisor is to be informed of the absence. Upon return from a Personal Necessity Leave, employees shall be required to request the leave by completing the District's absence form and submitting such verification as may be required. Employees shall be denied Personal Necessity benefits for absences for purposes other than those defined above and/or failure to comply with the absence verification request of the District.

6.11 Bereavement Leave

6.11.1 The District shall grant a leave of absence with pay at the employee's regular rate of pay not to exceed three (3) days/twenty-four (24) hours or five (5) days/forty (40) hours, if travel is required in excess of a 400-mile radius, in case of a death of a member of the employee's immediate family.

6.11.2 In the event of the death of the employee's spouse, domestic partner, parent, or child, if the employee has exhausted all available bereavement and personal necessity leave, the employee shall, with notification of the department supervisor, be entitled to two (2) additional days.

6.12 Jury/Witness Leave

6.12.1 The District agrees to grant to regular members of the bargaining unit called for jury duty in the manner provided by law a leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours. An evening employee whose shift commences after 3:00 p.m. and who serves a full day (or a proration) of jury duty shall be provided with relief if so requested by the employee.

6.12.2 Unit members shall be entitled to leave of absence to appear as a witness in court, other than as a litigant, or to respond to an official order from a public agency, board, commission, or tribunal for reasons not brought about through the connivance or misconduct of the member. The amount of such leave shall be limited to the period of time for which the member is actually required to be present at the court as a witness or before the agency, board, commission, or tribunal, plus a reasonable amount of travel and waiting time. No leave shall be granted unless the unit member is required to appear by a subpoena or equivalent order and a copy submitted.

6.12.3 Unit members are required to return to work during any day or portion thereof in which jury duty services, or services as a subpoenaed witness, are not required.

6.12.4 The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury duty, less meals, travel, and parking allowance.

6.12.5 Upon receiving notice from the offices of the court, the unit member called for jury duty shall notify the immediate supervisor and District of service date(s). The District may require verification of jury duty or subpoenaed witness time prior to or subsequent to providing jury duty/witness compensation.

6.13 Military Leave Members of the bargaining unit shall be granted any military leave to which they are entitled, under law, as classified school employees. Unless a national emergency has been declared, the employee shall keep the number of leaves to a minimum, and whenever possible,

plan such leaves outside the regular work year. The employee shall be required to request military leave in writing and, upon request, to supply the District with "orders" and status reports.

6.14 Compelling Personal Business Leave After completing six (6) months of employment, an employee may, with prior approval, be granted up to one (1) day, two (2) half-days, or paid leave in two (2) hour increments per fiscal year for compelling personal business reasons that must be taken care of during regular business hours. (Examples of such leave are, but not limited to: close of an escrow; seeking professional services; or urgent repairs of personal property.) This day cannot be used for litigating against the District or for a job action against the District.

6.15 Vacation Scheduling

6.15.1 Vacations shall be scheduled at times requested by bargaining unit employees subject to prior District approval. The District reserves the right to schedule vacations at times least disruptive to the normal work routine. It is the mutual responsibility of the supervisor and the employee to maintain control over the amount of vacation accumulated by the employee. Supervisors and Employees will make every effort to ensure that employees use all of their vacation each year.

6.15.2 Vacation requests for the following calendar year must be received by October 31st of the prior year. Vacation requests will be considered based on seniority and the needs of the district. Vacation requests received after October 31st of the prior year will be considered on a first come, first served basis.

6.15.2.1 The District generally requires five (5) days written notice (on the standard district form No. 24) upon receipt to approve and schedule employees vacation request for up to two (2) days of vacation.

6.15.2.2 The District generally requires ten (10) days written notice upon receipt to approve and schedule employees' vacation request for three (3) days or more of vacation.

6.15.2.3 Upon receipt of vacation requests, the District will make every effort to respond in writing within forty-eight (48) hours.

6.15.3 Vacation absences are granted with the approval of the employee's immediate supervisor. Employees working within the District's various schools are expected to request vacation absences during established school vacation periods. Insofar as is possible, and consistent with the operational needs of the school, the employee may be granted the total vacation days earned during that year to be taken when school is not in session.

6.16 Employees whose normal work year is 185 work days or less, at the convenience of the District and with prior approval of the site department manager employees may request to take not

more than five (5) days of paid vacation on days when students and teachers are in attendance. In the event of a dispute, employees may appeal to their site administrator. If necessary, final appeal may be made to the Assistant Superintendent of Human Resources.

6.17 Maximum Accrual

6.17.1 Not more than thirty-five (35) days, a maximum of 280 hours. Entitlement of vacation earned, but not taken during one school year may be carried over to the following year.

6.17.2 Beginning July 1, 2009, accrual of additional vacation days beyond the thirty-five (35) will cease. Accrual will resume once days are used bringing the total below the maximum of thirty-five (35) days. The District will notify any employee at least forty-five (45) calendar days prior to the cessation of accrual.

6.17.3 If earned, an employee is expected to take at least ten (10) days of vacation each year. No employee shall be entitled to carry a balance of more than thirty-five (35) days from one year to the next.

6.17.4 11 month/194 day (formerly 9 month) employees will have their accrued vacation hours bought out annually on their June 30th pay warrant.

6.17.5 11 month/218 day (formerly 10 month) employees will have their accrued vacation hours above 180 hours bought out annually on their June 30th pay warrant.

6.17.6 Days in excess of thirty-five (35) will be required to be taken unless the Office of the Assistant Superintendent of Human Resources determines that extenuating circumstances prevented the days from being used. Employees must use vacation in excess of thirty-five (35) days prior to separating from District employment, and are not entitled to more than thirty-five (35) days of vacation pay when they separate from District employment.

6.17.7 Employees who become ill while on vacation shall be charged with sick leave accordingly, instead of vacation leave for the number of days ill, provided the employee has informed his/her immediate supervisor. A statement from the employee's attending physician may be required for verification of all sick leave applied for during vacation periods.

6.18 Vacation Pay Upon Separation From District Employment Upon resignation or termination, a permanent employee shall be entitled to a lump sum compensation for all earned and unused vacation up to a maximum accrual of thirty-five (35) days, a maximum of 280 hours.

6.19 Vacation Postponement If a bargaining unit employee's scheduled vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District may grant such a request in accordance with the vacation date(s) available at that time as determined by the immediate supervisor. The employee may elect to have his/her vacation rescheduled in accordance with the vacation

schedule available at that time, or may request to carry over his/her vacation to the following year, but such carry over may not exceed thirty-five (35) days in total unless the Office of the Assistant Superintendent of Human Resources determines that extenuating circumstances prevented the days from being used.

6.20 Vacation Leave

6.20.1 Members of the bargaining unit who have completed six (6) months of service as a regular probationary employee shall accumulate vacation leave to be paid at the regular rate of pay earned at the time the vacation is commenced. Employees assigned to regular part-time positions earn vacation at the same ratio as his/her assignment bears to full-time assignment.

6.20.2 Employees earn vacation leave at the following rate per year (based on 8-hour days, 12 months per year):

0 - 4 years service	=	88 hours	=	11 days
5 - 10 years service	=	128 hours	=	16 days
11 - 15 years service	=	152 hours	=	19 days
16 - 20 years service	=	168 hours	=	21 days
21+ years of service	=	176 hours	=	22 days

6.20.3 Part-time employees' vacation leave shall be computed by the following formula: Total annual hours worked at regular pay including paid holidays, an average of twelve (12) vacation days and used sick leave divided by 173.33 hours in the month equals total months earned vacation multiplied by earned rate for vacation multiplied by eight (8) hours equals total earned vacation hours. Part-time employee's earned rate for vacation is:

0-4 years of service	=	.92
5-10 years of service	=	1.33
11-15 years of service	=	1.58
16-20 years of service	=	1.75
21+ years of service	=	1.83

6.20.4 New employees are ineligible to take any earned vacation until they have completed six (6) months of service. Any employee who separates from District employment will not be paid for any vacation accrued unless such employee has completed six (6) months of service in a regular position. Pay in lieu of vacation leave will be granted at the end of the school year to those employees whose normal work year is 185 days or less, i.e. classification of bus drivers. Vacation pay warrants shall be issued no later than July 30th for the school year immediately preceding.

- 6.20.5 Employees who receive differential swing shift pay during the regular academic year will receive differential swing shift pay for vacation days.
- 6.20.6 Part-time employees who are not scheduled to work on non-student days during winter and spring breaks may, with prior approval of the site department manager or Assistant Superintendent for Human Resources, use earned vacation leave for those days.
- 6.20.7 Adult Education Instructional Assistants will work a minimum of eighteen (18) weeks before being entitled to vacation leave, which will be earned at a rate of one (1) hour of vacation for every twenty-three (23) hours worked. A terminated employee will not be paid for any vacation accrued until such employee has completed eighteen (18) weeks of service in a regular position. Vacation leave shall be granted in the form of pay at the end of each spring quarter to qualifying employees.

6.21 Holidays

- 6.21.1 The District and the Association shall negotiate and the Board will adopt the date of each holiday annually and will make available to each employee a school District calendar listing the dates.
- 6.21.2 The Board will provide all regular classified employees with the following legal holidays: New Year's Day, Martin Luther King Junior's Day, Lincoln's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and five (5) negotiated holidays, including two during the Winter Recess, one during the Spring Recess, the Wednesday preceding and the Friday following Thanksgiving Day.
- 6.21.3 If the holiday falls on Saturday, the preceding Friday shall be deemed to be the holiday. If the holiday falls on Sunday, the following Monday shall be deemed to be the holiday.
- 6.21.4 Additional Holidays If the President of the United States or the Governor of California declares a holiday that requires the closure of the schools, then those employees in paid status at that time will be granted that holiday with pay.

6.22 Holiday Eligibility

- 6.22.1 Unit members who are not normally assigned to duty during the Winter or Spring Recess shall be paid for holidays arising during these recesses provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the recess period.
- 6.22.2 Except as otherwise provided in Section 6.22.1 above, an employee must be in paid status on the working day immediately preceding or succeeding the holiday in order to be paid for the holiday.

Employees who are not normally assigned to duty during Summer break shall be paid for the Fourth of July holiday at a rate equal to the average of hours worked on the workday directly prior to and succeeding the holiday.

6.22.3 If any employee is entitled to a legal paid holiday, but is not in a paid status during the working day immediately preceding or succeeding the "in lieu holiday" and therefore is denied such day in lieu of the holiday, the employee shall be paid at the rate of time and one-half of the regular rate of pay in addition to the regular pay received for the holiday.

6.23 Holidays and Vacation When a holiday as defined in this Agreement falls during the scheduled vacation of any unit member, the holiday shall not be considered a vacation day. If due to an extreme emergency a unit member is called back from a scheduled vacation period, they shall be compensated in addition to their regular pay one-half of their regular rate for the actual hours worked. In such case, the immediate supervisor shall reschedule the vacation time involved.

6.24 Unpaid Leaves

6.24.1 Unpaid leaves may be applied for, but are at the sole discretion of the District. The request for an unpaid leave of twenty (20) or more calendar days must be submitted to the Human Resources Office at least thirty (30) calendar days prior to the date on which the leave is to begin. Employees requesting an unpaid leave of less than twenty (20) calendar days must submit the request to the immediate supervisor at least fifteen (15) calendar days prior to the date on which the leave is to begin. In case of emergency, the District may waive the thirty (30) and fifteen (15) day advance notice requirements.

6.24.2 Medical and dental benefits will not be provided during periods of unpaid leave. The single exception to section 6.24.2 herein shall be when all three conditions listed below exist.

6.24.2.1 When an employee requests unpaid leave for the purpose of professional development directly related to the employee's job;

6.24.2.2 When the employee has been present on the job for 75% of the working days in the pay period in which the unpaid leave occurs; and

6.24.2.3 The department supervisor or site administrator and Assistant Superintendent of Human Resources grant prior approval.

6.24.3 An employee on an unpaid leave may, if the carrier provides, continue health and dental insurance coverage at group rate, at his/her cost, except as provided in 6.24.2 above, by paying the District in advance in a lump sum or on a quarterly basis.

6.25 Wellness Day Off

6.25.1 Any employee who does not use any sick leave days or leave without pay during school days while students are in session during a school year, defined as the student calendar year, shall receive a paid day off in addition to other vacation or holidays provided in this agreement. The paid day off shall be in the form of a floating holiday known as a

"Wellness Day." Sick leave usage under this provision shall include personal necessity leave.

6.25.2 The "Wellness Day" may be taken at the discretion of the employee, with the approval of the immediate supervisor. The employee must notify his/her immediate supervisor at least thirty (30) calendar days in advance of the date he/she wishes to use the day. The supervisor shall grant or deny the request to ensure that the day selected will not adversely affect the orderly operations of the District. The supervisor will notify the employee as soon as possible, but not later than fifteen (15) calendar days from the date of the employee's request. Supervisors shall make every reasonable effort to grant employee's requests to use the "Wellness Day." In the event an employee's request is denied a mutually agreeable date for use of the "Wellness Day" shall be scheduled.

6.25.3 The "Wellness Day" must be taken in the twelve (12) month period following the end of the school year in which no sick leave days were used.

6.26 Professional Development Release Time

6.26.1 An employee may be granted release time for the purpose of professional development directly related to the employee's job, but no leave will be allowed in lieu of attendance for Staff Development Buy-Out Days (SB 1193) professional development opportunities. This section does not limit an employee's ability to take unpaid leave for the purpose of professional development as provided in section 6.24.1.

6.27 Catastrophic Leave

6.27.1 Requesting Catastrophic Leave

6.27.1.1 An employee who is suffering from a "catastrophic" illness or injury may request donations of accrued vacation and sick through the Catastrophic Leave Donation process.

6.27.1.2 A "catastrophic" illness or injury is defined as an illness or injury, to the employee, their spouse or legally dependent child, that is life threatening and is expected to incapacitate the employee or otherwise make them unavailable for work ;The intent of catastrophic leave is to help aide the financial hardship caused when an employee has exhausted all of his/her sick leave, industrial accident illness leave, accumulated compensation time off, and vacation leave, prior to using extended sick leave. In the event the employee exhausts all leave before the catastrophic leave process is complete, employee will begin using extended sick leave and resume once all catastrophic leave is used.

6.27.2 Eligibility to Request Donations Using the Catastrophic Leave Process

6.27.2.1 In order to request donations through the Catastrophic Leave Donation Process, the employee must provide verification of the catastrophic illness or injury.

6.27.2.1.1 Verification by means of a letter dated and signed by the physician, including the incapacitating nature and probable duration of the illness or injury must be submitted to Human Resources.

6.27.2.2 A Catastrophic Leave Donation Committee will be established and convened within ten (10) days of receipt of verification to review, and either approve, or deny requests as they arise. The Committee will consist of four (4) members, two (2) from the District and two (2) from the Local Association

Executive Board. The Committee shall determine:

a. The employee is unable to work due to reasons stated in 6.27.1.2; and,
b. The employee has exhausted, or likely will exhaust, all leave as defined in 6.27.1.2.

c. And employee has not exhausted sick leave/personal necessity in the preceding two (2) fiscal years, (not including the year in which the catastrophic leave is requested).

d. If it is determined that the employee is eligible, the Committee will notify members of the ten (10) day open period for accepting donations. Once the total allotment is reached or period is over the collection process will end.

e. Committee will notify the employee as to how many hours will be available to them.

6.27.3 Total number of catastrophic leave hours that may be granted is the hour equivalent of no more than thirty (30) days (calculated based on employee's current hours per day).

6.27.4 If members have disability insurance they shall not be allowed to earn over 100% of their salary.

6.27.5 Donations to the Catastrophic Leave Bank

6.27.5.1 During the open donation period unit members may donate accrued vacation or sick leave hours to the requesting employee at a minimum equivalent to one (1) hour; Donating member must have a minimum of 150 hours of sick leave, vacation leave or as a combined balance remaining in their leave account after donation. Transfer of eligible leave credit shall be irrevocable.

6.27.5.2 All donations are to be confidential.

6.27.6 Employees may request catastrophic leave up to one time per fiscal year.

ARTICLE 7: CONTRACTING OF BARGAINING UNIT WORK

- 7.0 Notice to the Association The District agrees that it will not generally contract out bargaining unit work which is normally performed by unit members. However, in an emergency the parties agree that situations involving a contract with another entity and which involve health and safety may require such contracting when bargaining unit personnel are unavailable during non-duty hours. In such instances the Association will be notified, in writing, within forty-eight (48) hours after the contract. The Association Chapter President or designee will be notified in writing prior to when work is contracted out for any other reason. It is understood that this language will not be construed as a general waiver, but rather that the parties intend to reduce and or eliminate subcontracting of unit work.
- 7.1 Volunteers Notice to the Association is intended to include volunteers: Reference the Maintenance, Operations, and Transportation Handbook, page viii "Volunteer Facility Improvement Projects", "Application for Volunteer Site Initiated Improvement Projects" for the process and form to be utilized in requesting approval for allowing volunteer work.
- 7.2 Field Trips Priority will be given to District equipment and drivers. Bus assignments for field trips will be based on program needs with consideration given to length of trips, purpose of trip, and comfort.

ARTICLE 8: TRANSFER

- 8.0 Voluntary Transfers It is the intent of this Article and Article 9 to provide the opportunity for District employees to be considered for open positions, prior to hiring from the outside, in the following order: 1) voluntary transfer/demotion, 2) promotion, and 3) involuntary transfer. This sequence does not apply if there is a need to involuntarily transfer an employee in order to resolve a conflict.
- 8.0.1 A permanent employee may request a transfer from one position to another in the same classification, i.e. job description/job title.
- 8.0.2 An employee wishing to transfer shall submit a written request to the Assistant Superintendent of Human Resources. The request shall include a statement outlining the reasons for requesting a transfer.
- 8.0.3 When a new regular position is created or an existing regular position becomes vacant, the District shall offer the opportunity of transfer to qualified employees serving in the same classification within the District.
- 8.0.3.1 Preferences will be given to the employee with the greatest seniority.
- 8.0.3.2 Seniority being equal, the tie will be broken by drawing lots.
- 8.0.4 Probationary employees of the District are eligible to be considered for voluntary transfers. If a probationary employee transfers to a different site in the same classification, the employee's probationary period may be extended for up to six (6) months, but not to exceed a total of one year from the employee's original date of hire.
- 8.0.5 During the period that the District mail service is in effect all vacancies shall be advertised and posted throughout the District. Notices will be posted in the District Human Resources Office and other classified department offices for not less than five (5) full working days from the time at which they are released and posted at the Human Resources Office. Job announcements can also be accessed by calling the District Job Hotline at (707) 259-9013, which is updated as positions arise.
- 8.0.5.1 Job announcements will indicate the week in which interviews are expected to take place.
- 8.0.5.2 Employees are encouraged, but are not required, to complete/update the District application form. Employees who will be on vacation who wish to be considered for a given position can arrange notification by leaving a self-addressed, stamped envelope in the Human Resources Office prior to their departure. Any employee in the bargaining unit may file for a vacancy by submitting written notice to the Human Resources Office within the filing

period. Any bargaining unit employee on leave or vacation may authorize his/her job representative to file on the employee's behalf.

8.0.5.3 Adult Education Instructional Assistants will follow 8.0 transfer procedures, substituting the words "the Adult School" and "Adult School Principal" for "the District."

8.0.6 An Adult Education Instructional Assistant wishing to be considered for a transfer within the school shall submit a written request to the School Principal. The request shall include a statement outlining the reasons for requesting a transfer. The Assistant Superintendent of Human Resources/designee will, in the determination of the request for transfer, take into account the conveniences and wishes of the individual employee and will honor them to the extent that they do not conflict with the effectiveness and interests of the school. When an Adult Education Instructional Assistant position is created, or an existing Adult Education Instructional Assistant position becomes vacant, the District shall offer the opportunity of transfer to employees serving in the same classification within the school. Notices will be posted in the school office for not less than five (5) working days.

8.0.7 Adult Education Child Care Assistants

8.0.7.1 The District will advertise for and hire Adult Education Child Care Assistants who speak only Spanish, or who are bilingual, who will work at the same range as regular program Child Care Assistants.

8.0.7.1.1 In order to be classified as bilingual, an Adult Education Child Care Assistant must pass an English Language Assessment.

8.0.7.2 Adult Education Child Care Assistants will be hired through the Office of Human Resources, and then placed in an Adult Education Child Care Assistant "pool."

8.0.7.3 Adult Education Child Care Assistants will be guaranteed the number of hours they were hired for, but may be assigned as needed to different sites where Adult Education classes are being offered in order to meet the needs of the Adult Education Program.

8.0.7.4 Within the "pool," reassignments will be based on seniority in the Adult Education Child Care Assistant Program, the most senior having the right to be reassigned to their choice of open sites.

8.0.7.5 The Adult Education Child Care Program Leader will seek volunteers to move before reassigning the least senior Adult Education Child Care Assistant in the "pool" who has comparable hours.

- 8.0.7.6 If contract rights are violated, the Adult Education Child Care Assistant may use the Association grievance process to grieve that violation.
- 8.0.7.7 If there is a total reduction in program hours, layoff procedures will be followed.
- 8.0.7.8 Transfer rights out of Adult Education Child Care Programs into the regular Child Care Program do not exist.

8.1 General Provision Final approval on all transfers shall rest with the Superintendent/designee.

8.2 Involuntary Transfers

- 8.2.1 All employees of the unit are considered employees of the Napa Valley Unified School District and the District reserves the right to transfer employees to different work sites as needed to meet the needs of the District.
- 8.2.2 If the District finds it necessary to transfer an employee due to its change in enrollment or to resolve conflict, the District will seek volunteers for the transfer at the work site (except in resolution of conflict), consult with the employee(s) involved and consider the preference(s) of the employee prior to finalizing the involuntary transfer. If there is more than one (1) employee in a classification and there are no volunteers, the District shall transfer the least senior employee qualified to fill an open position.
- 8.2.3 Employees shall normally be given at least five (5) working days' notice prior to a permanent or long-term transfer, except in cases of conflict in which notice will be forty-eight (48) hours. Exceptions may be made in cases of an employee's demonstrated need for an extension of time. At the request of the employee being transferred, an involuntary transfer into and within the unit will be discussed with the Association president prior to finalizing the transfer.

ARTICLE 9: PROMOTION

9.1 Promotion

9.1.1 Promotion means upward movement on the salary schedule; it does not mean an increase in hours.

9.1.1.1 Promotion also refers to position changes from one classification to another with an equal range.

9.1.2 Employees are encouraged, but are not required, to complete/update a District application form. To apply for a promotion, it is necessary, to submit a Notification of Action and an updated resume with each Notification of Action. Employees in the bargaining unit shall be given prior consideration in filling any job vacancy within the bargaining unit for which they apply, which can be considered a promotion after the announcement of the position vacancy.

9.1.3 Vacancies within the bargaining unit will be advertised for five (5) days within the District prior to advertising outside of the District. Vacancy announcements will be sent to the Association local chapter president at the same time as they are distributed elsewhere in the District.

9.1.4 Any unit member may apply for temporary promotion to a position within the bargaining unit vacant by reason of a Board-approved leave of absence for a period of ninety (90) days or more. If selected, the unit member shall be paid at his/her step on the new range, but in any case, with no less than a 5% raise, nor more than a 10% per cent raise, provided the classified schedule allows such a step at that range.

9.1.5 The Human Resources Department/designee shall make reasonable efforts to personally contact employees when scheduling interviews for promotional positions.

9.1.6 Hiring for promotional positions will be done on the basis of a point system. The system has been developed by the District in consultation with the Association.

9.1.7 The Cross-Training Program has been developed to offer members training opportunities for growth and professional development (see Appendix B). This program shall be excluded from Article 14 (Grievance Procedure).

9.2 Right To Return

A permanent employee in a promotional position, who during the probationary period of the promotional position, is not making satisfactory progress, may voluntarily invoke his/her rights as per BP 4216 and Ed Code 45113 and request an "early right to return" (before the end of the six (6) month probationary period) to return to an open position in the classification from which he/she was promoted.

9.2.1 A meeting shall take place between the employee, the Association, and the District during which such "early right to return" request will be discussed. Such "early right to

return” requests will be honored, based on seniority, if there is an appropriate position open. Hours worked will not be a determining factor.

9.2.2 In classifications requiring highly specialized skills, the Association and Human Resources will meet to discuss the feasibility of that unit member returning to the previous classification.

9.3 General Provision Final approval on all promotions shall rest with the Superintendent/ designee.

ARTICLE 10: SAFETY CONDITIONS OF EMPLOYMENT

- 10.0 The District shall provide bargaining unit employees with safe working conditions in conformance with safety requirements imposed by state or federal law or regulations adopted under state or federal law within its financial and physical capabilities.
- 10.1 Pursuant to the Department of Transportation (DOT), regulation 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, the District has negotiated and implemented a drug and alcohol testing policy with the Association effective January 1, 1995. The parties agree to negotiate any changes or modifications to the policy affecting subjects within the scope of bargaining during the life of this or any subsequent Agreement.
- 10.2 Each employee shall be responsible to perform their job(s) in a safe manner.
- 10.3 Employees provided District uniforms will wear them during working hours, and will wear or use protective apparel or equipment whenever appropriate to the intended purpose.
- 10.4 Safety Committee
- 10.4.1 A District-wide Safety Committee shall be held monthly. This committee shall review accident reports and safety issues and report their findings to the Office of Human Resources.
- 10.4.2 The District-wide Safety Committee shall include representatives from each classification category: Instructional Support, Food Services, Transportation, Clerical Maintenance, Technology, Child Care and Operations. The committee will be comprised of at least two (2) supervisors and and at least four (4) Association members. Members of other employee groups may be included. The Association members on the committee will be appointed by the Association. The committee shall review safety conditions of their department to assure safe working conditions. The committee shall make recommendations concerning improvements, unresolved safety conditions, and alleged safety concerns of employees that cannot be resolved at the departmental level.
- 10.4.3 Members of the committee, with prior approval of their supervisors, shall be allowed reasonable release time, normally at the beginning or end of the regular workday, to attend Safety Committee Meetings.
- 10.5 No employee(s) shall be discriminated against as a result of reporting an alleged unsafe condition.
- 10.6 Employees shall not be required to do work which is unsafe.

ARTICLE 11: LAYOFF AND RE-EMPLOYMENT

- 11.0 Reason for Layoff The Governing Board shall determine the need for layoff.
- 11.1 Definition of Layoff A layoff for the purpose of this Article is an involuntary separation in accordance with law of a bargaining unit employee from active service.
- 11.2 Order of Layoff
- 11.2.1 Layoff shall be conducted on a District-wide basis in reverse order of seniority in the job classification in which the layoff occurs.
- 11.2.2 The employee with the least seniority in the class, plus higher classes will be laid off first.
- 11.2.3 "Seniority" or "length of service" means date of hire in the classification. "Seniority" for Instructional Assistant/General or Instructional Assistant/Specialist hired after July 1, 1997 means date of hire in the Instructional Assistant General or Specialist classification. "Seniority" for Instructional Assistants hired prior to July 1, 1997 who have been reclassified as Instructional Assistant/Specialist after ratification of this Agreement shall mean original date of hire as an Instructional Assistant in the District.
- 11.2.4 Service as a substitute or short-term employee prior to initial employment in a regular classified position shall not be included.
- 11.2.5 If two or more employees subject to layoff have equal seniority within that classification, the determination as to who shall be laid off first will be made as follows:
- 11.2.5.1 The employee with the earliest hire date in any other regular position within the District shall be deemed most senior.
- 11.2.5.2 If 11.2.5.1 is the same for all employees having the same hire date in the classification from which layoff will occur, the employee with the earliest hire date as a substitute or short-term employee shall be the most senior, except for bus drivers.
- 11.2.5.3 Bus drivers shall have seniority ranking determined first by date of hire, then by hour of certification when actual date of hire is equal.
- 11.2.5.4 If 11.2.5.1, .2, and/or .3 above are all equal, then the determination of most senior shall be made by lot, with each affected employee participating in a drawing.

11.3 Displacement Rights

11.3.1 Employees whose positions are eliminated, and there is no vacant position available, maintain the right to displace another employee in the class with less seniority.

11.3.2 If an employee is offered a vacant position in the same class having equal or greater hours, similar shift, and no additional travel, then that employee will not have displacement rights to another position.

11.3.3 Any employee receiving a layoff notice, and who is not offered an equal or greater number of hours, shall have the following options:

11.3.3.1 Accept layoff, or

11.3.3.2 Transfer to a position with same or greater hours which is held by a less senior employee, or

11.3.3.3 Accept a reduction in hours in order to remain at current site, or

11.3.3.4 Elect retirement, or

11.3.3.5 Accept an assignment which requires travel between two sites or more provided that assigned hours do not conflict or overlap, or

11.3.3.6 An employee who is being laid-off may accept an assignment in another position with less assigned time than the position from which he/she is being laid-off.

11.3.4 A senior employee has the right to elect layoff, or bump the least senior employee in a lower or equal class in which the first employee has previously served and achieved permanency. Seniority, for the purpose of bumping, is the earlier of the following: date of hire in the classification from which the unit member is laid-off; date of hire in higher classifications; or date of hire in the classification into which an employee is bumping. No bumping is allowed if the senior employee had not been previously granted permanent status in the lower class. Employees may not displace another employee unless qualified for the particular position, for example, when the position was posted and is currently filled by a bilingual employee, receiving the bilingual stipend

11.3.4.1 Laid-off employees shall, with District approval, also have the right to bump the least senior employee serving in the lower classification which has duties that are included or encompassed in the duties designated in the laid-off employee's job description. For example, a Secretary II would have bumping rights to be reassigned as a Secretary I, even though the employee has not served in the Secretary I position. The District reserves the right to determine that those duties and responsibilities of the lower position are like duties to that position from which the employee is being laid off.

- 11.3.5 For Instructional Assistants hired prior to July 1, 1997, an Instructional Assistant/General may displace, if qualified, a junior less senior employee in the Instructional Assistant/Specialist classification who was reclassified after ratification of this agreement based on their original dates of hire as Instructional Assistants in the District. Qualified means the Instructional Assistant/General can perform the skills required for the Instructional Assistant/Specialist position.
- 11.3.6 An employee who is laid-off from a classification, who has previous service in a lower or equal classification and who has achieved permanency in such position, shall have the right to displace an employee selected by the District. The employee displaced must have less seniority.
- 11.3.7 Notwithstanding sections 11.3.4 and 11.3.6, an Instructional Assistant/General or Specialist hired after July 1, 1997 has the right to elect layoff or to bump the least senior employee in their respective classifications.
- 11.3.8 In order to displace, an employee receiving a layoff notice must notify the District Human Resources Department within eight (8) calendar days of the posting date of the layoff notice of their interest in exercising displacement rights.
- 11.3.9 An employee subject to layoff or demotion due to District reorganization shall maintain the same rights as in this Article.
- 11.4 Retirement in Lieu of Layoff Any eligible employee of the bargaining unit may elect to effect service retirement in lieu of layoff. Such employee shall be placed on an appropriate re-employment list. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff. If the employee is subsequently subject to re-employment and accepts in writing the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees Retirement System has properly processed the request for reinstatement from retirement for which he/she is deemed qualified by the District.
- 11.5 Re-employment Rights
- 11.5.1 Laid-off employees, or employees who exercise 11.4 above, are eligible for re-employment to their previous classification for a period of thirty-nine (39) months and, if qualified, shall be re-employed in preference to new applicants.
- 11.5.2 Laid-off employees shall have the right to participate in promotional examinations within the District for a period of thirty-nine (39) months.
- 11.5.3 Employees who take voluntary demotions in lieu of layoff shall maintain re-employment rights for sixty-three (63) months, provided that the qualifications for the position are the same.
- 11.5.4 Re-employment will be in reverse order of layoff.

11.5.5 The District shall notify employees on re-employment lists of openings for which they qualify by telephone to the last known telephone number provided the District by the employee. Said notification shall be followed by a copy of the employment form from the District which will confirm the offer. If the employee cannot be reached by telephone, the offer will be made by posting in the United States mail, with a proof of service by mail enclosed, which shall constitute sufficient written notification. An employee may decline three (3) offers of re-employment in the classification from which laid-off after which the employee must notify the District Human Resources Office, in writing, of the work sites, hours, etc., for which he/she is available. Such written notification may be rescinded, in writing, by the laid-off employee at any time during the remaining part of the thirty-nine (39) month re-employment period. An employee on a re-employment list shall have no more than three (3) work days to respond to a re-employment offer.

11.5.6 Acceptance of re-employment to the classification from which the employee was laid-off, but with fewer hours or to a lower classification, shall not affect his/her original thirty-nine (39) month right to re-employment in the former classification with the same number of hours. Employees who take voluntary reduction of time in lieu of layoff are granted the thirty-nine (39) months plus an additional twenty-four (24) months right to re-employment.

11.5.7 Seniority earned to and including the effective date of layoff shall be reinstated to the employee who has subsequently been re-employed by the District. Step placement, longevity, and vacation rate shall also be reinstated. Sick leave hours that are earned and unused at time of layoff shall be restored upon re-employment.

11.6 Employee Benefits A laid-off employee shall continue to be covered by the current District-paid health and dental program for one (1) month after the effective date of layoff on the same level as when the employee was in paid status and thereafter consistent with federal law.

11.7 Notice to Employees

11.7.1 Employees affected by the layoff shall be given notice as set forth below:

11.7.1.1 Employees shall be given written notice of layoff not less than forty-five 45 days prior to the effective date of the layoff, except under conditions set forth in sections 11.7.1.2, .3, and .4.

11.7.1.2 When, as a result of the expiration of a specifically funded program, classified positions must be eliminated at the end of any school year and classified employees will be subject to layoff for lack of funds, the employees to be laid-off at the end of such school year shall be given written notice on or before May 29th informing them of the layoff effective at the end of such school year

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

11.7.1.3 In the event of an actual and existing financial inability to pay classified salaries the notice requirements of sections 11.7.1.2 do not apply.

11.7.1.4 The employee may also be laid-off without the notice set forth in sections 11.7.1 or 11.7.2 as a result of lack of work resulting from causes not foreseeable or preventable by the Governing Board.

11.7.2 Content of Notice

11.7.2.1 The notice must inform the employee of the effective date of the layoff.

11.7.2.2 The notice must inform the employee of displacement (bumping) rights, if any.

11.7.2.3 The notice must inform the employee of re-employment rights and the rights included in section 11.5 above.

11.8 Notice to the Association: The Association President will be notified by the District at least four (4) work days prior to Board action to layoff or reduction of hours for classified employees to be proposed to the Governing Board of the District. The Association will be supplied within four (4) days after Board action with the number of positions to be laid-off, the classifications concerned, and the seniority list showing the employees affected and their work sites, as soon as such list(s) is/are developed by Human Resources. Upon request, the District shall meet with the Association and negotiate the effects of the decision to layoff not stated herein.

11.9 Seniority Roster The District shall maintain a seniority roster indicating employees' seniority. The Association President shall be provided biannually, upon written request, a copy of the roster, its revisions, or its additions. The first seniority roster shall be provided, upon written request, on or before October 1st each year.

11.10 Reduction in Hours Procedure Reduction in regularly assigned hours shall be considered a layoff under the provisions of this Article, with the following exceptions:

11.10.1 Whenever a reduction of hours worked by employees of the bargaining unit becomes necessary, the reduction will be made on the basis of seniority in the class and in accordance with the procedure for layoff. Upon request the District shall meet with the Association to negotiate any reduction of hours and its effects not stated herein.

11.10.2 An employee whose hours are being reduced may accept an assignment in another position with less assigned time than the position from which he/she is being laid-off.

11.10.3 An employee may opt to reduce hours in lieu of being transferred during a layoff/reduction of hours.

11.10.3.1 After Board action on reduction of employee hours, the employee whose position is being reduced may exercise an option to reduce assigned hours when the employee would otherwise have to be transferred in order to keep such hours and does not want to transfer.

11.10.3.2 To exercise the option to reduce hours, the employee must submit a written request to the Assistant Superintendent of Human Resources/designee, using the appropriate form.

11.10.3.3 Transportation receives a forty-five (45) day notice but waives their rights to a bumping process unless there is a whole department reduction.

11.11 Re-employment Rights Employees whose assignments have been reduced, as per section 11.10, shall be granted the same rights as persons laid-off and shall be, at the option of the employee, returned to a position within the same classification with increased assigned time, as vacancies become available, for a period of sixty-three (63) months from the reduction effective date. They shall be ranked on the re-employment list in accordance with their proper seniority.

ARTICLE 12: CLASSIFICATION AND RECLASSIFICATION

12.1 Request for Reclassification/Upgrade

12.1.1 The sole purpose of this policy is to provide a uniform system for the individual employee, groups of employees or CSEA to be able to request reclassification/upgrade.

12.1.2 An individual employee, groups of employees and/or CSEA are entitled to request to be classified/upgraded. The request shall be submitted to the Human Resources Department no later than October 20th of each year.

12.1.3 The panel may decide to increase or maintain the pay range of a classification submitted for reclassification.

12.1.4 In addition, nothing in this policy shall preclude the employer's right to initiate reclassification/upgrade. In such cases, the employers shall provide notice to the association of the reclassification/upgrade action.

12.2 Reclassification/Upgrade Process

12.2.1 All reclassification/upgrade application requests shall be reviewed for legitimacy by a screening committee comprised of two CSEA and two DISTRICT representatives prior to being sent to the panel. The screening committee representative shall be named, respectively, by the CSEA President and the Superintendent (or Superintendent's designee).

The DISTRICT and CSEA requires employees considering reclassification to attend the CSEA offered Reclassification training. This training will be open to all employees in the bargaining unit.

The screening committee will recommend no more than 30 applicants (Applicants will be counted as individuals and/or job classifications applying as a group will be counted as one applicant). If an applicant is denied by the screening committee, they may reapply the following year.

12.2.2 Accepted applications which meet the criteria below shall be reviewed by a three-member panel which shall include a CSEA representative, a management representative, and a neutral appointee mutually selected by CSEA and management.

12.2.2.1 The cost of a neutral, if any, shall be shared by CSEA and the DISTRICT

12.2.2.2 Disapproval in one year shall not preclude application for reclassification in future years.

12.2.3 The employee requesting the reclassification/upgrade shall bear the burden of proof in respect to presenting his/her facts and submitting evidence to the review panel.

12.2.3.1 The immediate supervisor shall review assignments of job duties in respect to the actual job description and may be asked by the panel to comment in writing or verbally in respect to the employee's requests and analysis of job duties.

12.2.4 Workload increase will not be considered a basis for reclassification/upgrade. ("Workload" means the volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are the same, there is no basis for reclassification/upgrade.)

12.2.5 Seniority or length of service in a position shall not be a basis for reclassification/upgrade.

12.2.6 With mutual consent of both parties, positions with special circumstances may be recommended for negotiations if the need arises (e.g., comparative salary studies or an issue involving all individuals in a particular job class).

12.2.7 When recommendations for reclassification or upgrade will significantly impact the salary schedule relationship within job families, the panel may provide recommendations to address such impacts or recommend referrals to negotiations.

12.3 Reclassification Criteria

Reclassification can occur for the reasons indicated in 12.3.1 and 12.3.2 below:

12.3.1 Significantly new job duties are permanently added to the job or job description by the supervisor.

12.3.2 Significantly new or increased responsibilities (other than increased workload) have been permanently added to the position by the supervisor.

12.3.3 The panel shall take into consideration the frequency and time period in which duties outside the job description occurred.

12.3.4 The panel shall also ensure that the new or increased duties have not been simply assumed by the employee without the supervisor's knowledge or approval. Assuming duties on one's own behalf does not constitute a basis for reclassification. The duties must be known or assigned by the supervisor for reclassification to be warranted.

12.4 Upgrade Criteria

An upgrade can occur for the reason indicated below:

12.4.1 The position is improperly placed on the salary schedule in relations to the similar class positions.

12.4.2 The position is out of line with similar positions in a comparison with agreed upon district/county offices of education as to its placement on the salary schedule. Criteria used for this comparison shall be maximum base salary, longevity, professional growth, and other stipends.

12.5 Authority of Review Panel

The panel shall have the authority to consider written statements or verbal testimony of witnesses as needed and shall recommend the following when considering requests for reclassification:

12.5.1 Range placement

12.5.2 Changes in the job description

12.5.3 Job title changes

12.5.4 Creation of a new classification and/or range

12.5.5 Internal consistency/integrity of the salary schedule must not be disrupted.

12.6 Final Decision

12.6.1 Before the decision is final, the panel will provide a prioritized list of the recommendations to the business office. The business office shall analyze the recommendations to ensure the year one impact does not exceed a cap of \$40,000. If the recommendation exceeds the cap, the excess amount must be approved by the Superintendent or designee.

12.6.2 All approved reclassification/upgrade shall take effect the following July 1.

12.6.3 There shall be no retroactive reclassification/upgrade or retroactive salary adjustments as a result of reclassification/upgrade unless special circumstances mutually agreed upon arise.

ARTICLE 13: EMPLOYEE EVALUATION PROCEDURES

- 13.0 Procedure All classified employees assigned to regular full-time and part-time positions are to be evaluated by their immediate supervisor. Teachers supervising Paraeducators will be expected to assist in the written evaluation of those employees. The basic goal of such employee evaluation process is to help each employee perform his/her present job more effectively to the mutual benefit of the individual and the District.
- 13.1 Probationary Employees assigned to regular positions on a probationary basis are to be evaluated at the end of the five (5) months of service. The employee's evaluation must indicate satisfactory job performance in order for the employee to successfully complete his/her probationary period and achieve permanent status as a regular employee after six (6) months of employment.
- 13.1.1 Should such rating be less than satisfactory at this time recommendations for improvement must be made. If not evaluated by the end of the sixth month of service the employee shall either receive permanent status or have the probationary period extended.
- 13.1.2 The District may extend the probationary period for up to one (1) year from the date of initial employment in a regular status.
- 13.2 Permanent Status Employees assigned to regular positions who have attained permanent status are to be evaluated at least once each year until such time as they achieve Step F of their respective salary range. If not evaluated at least once every year the employee shall receive his/her salary increment. Employees who have reached Step F of their respective range are to be rated once every two (2) years. Exception would be Article 2.9 and 2.10.
- 13.2.1 The District authorized evaluation form is to be prepared by the immediate supervisor under whom the employee has served for sixty (60) working days or more. The immediate supervisor is to present the evaluation report to the employee and discuss the report with the employee being evaluated. The employee may make written comments on any evaluation report containing information that can be viewed as being derogatory in nature. The immediate supervisor will make reasonable efforts to conference with the employee prior to the supervisor signing the evaluation. The completed evaluation form is to be signed by the employee to indicate receipt, but does not necessarily indicate his/her agreement. He/she shall be given a signed copy.
- Evaluations of permanent Paraeducators shall be completed and reviewed prior to the end of the school year.
- 13.2.2 One (1) completed copy of the performance report is to be forwarded to the Human Resources Office, where it will be filed in the respective employee's personnel records.

13.2.3 In-service training related to employee evaluation provided by the District at which employee attendance is required shall normally take place during the regular workday at no loss of pay.

13.2.4 Adult Education Paraeducators are to be evaluated at the completion of every third quarter they work. After reaching Step E, they will be evaluated at the completion of every eighth quarter they work. The form used will be the District form approved for classified employee evaluation.

13.3 Personnel Files (Evaluation)

13.3.1 The Human Resources Department shall establish and maintain file(s) for each member of the unit. The file(s) shall be the official District repository for evaluation records.

13.3.2 Materials in personnel files of members of the unit which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the member involved.

13.3.3 Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

13.3.4 Every employee shall have the right to inspect such material upon request, provided that the request is made at a time when such person is not actually required to render services to the District. If the employee's work site is beyond a five (5) mile radius of the Education Center, then the employee may be granted, as determined by the immediate supervisor, a maximum of thirty (30) minutes on-duty time per review, not to exceed two (2) reviews per year.

13.3.5 Information of a derogatory nature, except materials mentioned in 13.3.3 of this section, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon.

13.3.6 An employee shall have the right to enter, and have attached to any derogatory statement, his/her comments thereon.

13.3.7 An Association representative has the right to review an employee's personnel file when accompanied by the employee or on presentation of a written authorization signed by the employee.

13.3.8 Such review shall take place during District Office business hours, and the employee shall be released from duty for this purpose without salary reduction.

13.4 General Provision

13.4.1 Each evaluation report shall reflect the combined judgment and review of both the immediate supervisor(s) and the administrative officer immediately associated with the employee being evaluated.

- 13.4.2 Any employee who has reason to question any aspect of his performance evaluation has a right to request a review by the Assistant Superintendent of Human Resources provided the request is made within five (5) workdays of receipt of the evaluation in question.
- 13.4.3 The evaluation procedure only and not the substance of the evaluation is subject to the grievance procedure.
- 13.4.4 All evaluations will be done on forms approved by the District and the Association.

ARTICLE 14: GRIEVANCE PROCEDURE

14.0 Definitions

14.0.1 A "grievance" is a claim by an employee, or group of employees similarly situated, that there has been a misinterpretation, misapplication, or violation of this Agreement.

14.0.2 An "aggrieved person" is the employee who claims to have been adversely affected under the terms of this Agreement.

14.0.3 A "working day" is any day in which the District Office is open for business.

14.0.4 A "Department Supervisor"/"Site Administrator" is the manager having jurisdiction over the matter which gave rise to the grievance.

14.0.5 The "Association" is the California School Employees Association, Chapter No. 184.

14.0.6 A "job representative" is a member of the Association appointed by the Association.

14.1 Purpose

14.1.1 The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

14.1.2 Nothing contained herein will limit the right of any employee of the bargaining unit having a grievance to discuss the matter informally with the appropriate administrator. The grievance may be adjusted without the intervention of the Association, provided that the adjustment is consistent with the terms of this Agreement and that the Association has received a copy of the grievance, its proposed resolution and has been given an opportunity to file a response.

14.1.3 Any grievance not appealed to the next level of the procedure within prescribed time limits shall be considered settled on the basis of the answer given at the preceding level. The number of days indicated at each level should be considered a maximum and the best efforts should be made to expedite the process. Time allowance set forth in this procedure may be extended by mutual consent for illness or incapacity of one of the parties.

14.2 General Provisions

- 14.2.1 Should the processing of a grievance require attendance of the aggrieved person and a representative, if any, at a hearing during his/her regular duty assignment, he/she shall be released without loss of compensation. Arrangements for release time shall be made by the aggrieved person and representative with the immediate supervisor(s).
- 14.2.2 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants in a grievance file in the Office of Employer-Employee Relations.
- 14.2.3 Forms for filing grievances will be available in the Office of Employer-Employee Relations. The grievance form shall contain the name(s) of the aggrieved person(s), appropriate administrator(s) whose action(s) gave rise to the grievance, date of the occurrence, specific article and section of the agreement alleged to have been violated, a description of the grievance, the specific remedy requested, and shall be signed and dated by the aggrieved person(s).
- 14.2.4 The parties agree that no reprisals of any kind shall be taken by or against any participant in the Grievance Procedure.
- 14.2.5 The President or designee acting for the Association, may file a grievance, beginning at Level 2, provided a Section or Article listed below is misinterpreted, misapplied, or violated by the District:

Article 1: Recognition, Section 1.0

Article 7: Contracting of Bargaining Unit Work, Section 7.0

Article 10: Safety Conditions of Employment, Sections 10.4.1.

Article 12: Classification and Reclassification, Section 12.0

Article 13: Employee Evaluation Procedures, Section 13.3.7

Article 15: Organizational Security

Article 16: Association Rights

Article 20: Negotiations

Article 21: Savings, Section 21.1

Article 23: Re-openers, Section 23.0

14.3 Procedure

14.3.1 Informal Level In order to be considered a grievance, the unit member must initiate action within twenty (20) working days of the time that he/she knew, or should have known, of the act or omission giving rise to the grievance.

14.3.1.1 The aggrieved person shall, within the twenty (20) day time limit, attempt to resolve the claim by an informal conference with the Department Supervisor or Site Administrator.

- 14.3.1.2 If an informal resolution has not been affected, the aggrieved person may, within five (5) working days of the informal conference, file a formal grievance.
- 14.3.2 Level One The formal grievance shall be filed on the appropriate District forms with the Department Supervisor or Site Administrator. A copy of the aggrieved person's statement shall be filed with the Association, the Office of Employer Employee Relations, and the Assistant Superintendent of Human Resources.
 - 14.3.2.1 The Department Supervisor or Site Administrator shall communicate the response to the aggrieved person in writing within ten (10) working days after receiving the grievance form.
 - 14.3.2.2 A conference shall be held within the above time limits at the request of either the aggrieved person or the Department Supervisor or Site Administrator.
- 14.3.3 Level Two If the grievance is not resolved at Level One the aggrieved person may appeal the decision on the appropriate form to the District Director/Administrator within ten (10) working days of receipt of the Level One response. This statement shall include a copy of the original grievance, the response, and a statement of the reasons for the appeal.
 - 14.3.3.1 The Director/Administrator shall communicate the response to the aggrieved person, the Association, the Office of Employer-Employee Relations, and the Assistant Superintendent of Human Resources, in writing, within ten (10) working days of this appeal.
 - 14.3.3.2 A conference shall be held at the request of either the aggrieved person or the Director/Administrator.
- 14.3.4 Level Three If the grievance is not resolved at Level Two the aggrieved person may appeal the decision on the appropriate form to the Superintendent/designee within ten (10) working days of receipt of the Level Two response. This statement shall include a copy of the original grievance, the response, and a statement of the reasons for the appeal.
 - 14.3.4.1 The Superintendent/designee shall communicate the response to the aggrieved person, the Association, the Office of Employer-Employee Relations and the Assistant Superintendent of Human Resources, in writing, within ten (10) working days of this appeal.
 - 14.3.4.2 A conference shall be held at the request of either the aggrieved person or the Superintendent/designee.

- 14.3.4.3 The Superintendent's designee, for purposes of this procedure, will be the Assistant Superintendent of Human Resources, unless otherwise requested by the District or the aggrieved person.
- 14.3.5 Level Four If the aggrieved person is not satisfied with the Level Three decision, or if no decision is rendered within the specified time limits, the grievant, within ten (10) working days, may request mediation.
- 14.3.5.1 The Association, if it concurs with the grievant's request for mediation, will request the California Mediation and Conciliation Service to provide a mediator to assist the Association and District to resolve the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent/designee, the Association, and the grievant when the request is made.
- 14.3.5.2 The California Mediation and Conciliation Service will appoint a mediator (who shall be mutually acceptable to the District and the grievant) within ten (10) working days of receipt of the request, who within fifteen (15) working days of appointment shall attempt to resolve the grievance. If, for any reason, the California Mediation and Conciliation Service fails or refuses to act as provided herein, the parties shall meet and seek alternative mediation methods.
- 14.3.5.3 The mediator shall not make written or public recommendations relative to the grievance.
- 14.3.5.4 The mediation process shall not exceed one (1) day.
- 14.3.6 Level Five If the alleged grievance is not resolved at Level Four, the employee may, within ten (10) days of the mediation, request in writing that the Association submit the grievance to arbitration. The Association shall, within ten (10) days of receipt of such request, submit to the employee in writing its decision regarding submission of the grievance to arbitration after notifying in writing the Superintendent and the Office of Employer-Employee Relations.

14.3.7 Selection of the Arbitrator

- 14.3.7.1 The Arbitrator shall be chosen by the Association Field Representative and the Assistant Superintendent of Human Resources and Employer-Employee Relations (EER) by striking from a list of five (5) Arbitrators; which list shall be certified annually by the Board of Education and the Association. Striking of names shall be done by the Assistant Superintendent of Human Resources and EER and the Association field representative.
- 14.3.7.2 Costs of the services of the Arbitrator, if any, will be equally shared between the Association and the District.

14.3.8 Duties of the Arbitrator

- 14.3.8.1 The Arbitrator shall consider only those issues that have been properly carried through the steps of the Grievance Procedure.
- 14.3.8.2 The Arbitrator shall give all parties a reasonable opportunity to present evidence, witnesses, and arguments.
- 14.3.8.3 The Arbitrator shall have no authority to interpret any state or federal law in the consideration of a grievance.
- 14.3.8.4 The Arbitrator may recommend such remedies as it judges to be proper and reasonable.
- 14.3.8.5 The Arbitrator shall render a decision within thirty (30) working days after the hearing, or as early as possible thereafter.

14.3.9 Decision of the Arbitrator

- 14.3.9.1 The decision of the Arbitrator shall be in writing and shall be final and binding on the parties unless within thirty (30) working days both the District and the Association agree to reject the Arbitrator's award. If the Arbitrator's award is rejected, the District and the Association will meet and seek alternative solutions.
- 14.3.9.2 If neither the District nor the Association files a request to the Board of Education to undertake review of the Arbitrator's decision within ten (10) working days of its receipt by the parties, then the decision of the Arbitrator shall be deemed adopted by the Board and become final and binding on all parties subject only to judicial review.

ARTICLE 15: ORGANIZATIONAL SECURITY

- 15.0 The Board and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the right of employees to refuse to form, join, and participate in such activities.
- 15.1 The right of payroll deduction for payment of membership dues shall be accorded to the Association. The Board agrees to deduct regular monthly membership dues for eligible members in the amount stated by the members on the respective payroll deduction form.
- 15.2 All members shall maintain membership in the Association. All employees who are hired after April 20, 1995 shall be required to join the Association within thirty (30) days of employment or pay a service fee in an amount equal to dues to the Association. In the event the unit member does not maintain his/her membership in the Association or elects not to join the Association, the District shall, at the request of the Association, begin automatic payroll deduction of the service fee from the unit member's wages.
- 15.3 Any unit member, who belongs to a recognized religious organization which prohibits its members from participating in a labor organization, shall have an amount equal to the Association dues deducted from the employee's wages. Such employees shall have the right to designate their dues equivalent to an IRS approved charitable organization determined by the Association and the District.
- 15.4 Any unit member may object to the non-representational use of the agency fee through procedures established by the Association, consistent with law. The Association will provide a statement of rights and procedures to employees who wish to object to the non-representational use of the fee.
- 15.5 With respect to the sum deducted by the Board, pursuant to the authorization of the unit member for membership dues, the Board agrees to remit such money to the Association as soon after each pay period as possible, along with an alphabetical list of the unit members for whom such deductions have been made.
- 15.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.
- 15.7 The Association shall indemnify and hold the Board harmless for any and all suits, claims, or demands arising out of the administration and implementation of its check off of Association dues or maintenance of membership provisions.

ARTICLE 16: ASSOCIATION RIGHTS

- 16.0 All Association business, discussions, and activities will be conducted by unit members or the Association officials outside established work hours.
- 16.1 Exceptions
- 16.1.1 Right of Access
- 16.1.1.1 An authorized Association representative shall have reasonable access to areas in which employees work for the purpose of representing bargaining unit members on grievances.
- 16.1.1.2 The Association shall have the right to post notices of activities in matters of the Association's concern on District bulletin boards. The Association shall be permitted to use mail/email service and employee mailboxes for communications to classified employees regarding matters with which the Association is lawfully involved, subject to reasonable regulations by the District. All posting and distribution must be signed by a responsible member of the unit.
- 16.1.2 Use of Facilities The Association shall be given the same rights as other school-community organizations in the use of school buildings.
- 16.1.3 Release Time Employees who are Association official representatives shall receive reasonable release time for processing of grievances or other lawful association business subject to the following conditions:
- 16.1.3.1 At least twenty-four (24) hours prior to release time from duties for a purpose enumerated in this section, the designated representative shall inform his/her supervisor in order that an adequate substitute may be obtained if such is necessary.
- 16.1.3.2 Any release time for employees who are Association representatives shall be subject to prior approval by the District.
- 16.1.3.3 Employees who hold Association State Offices shall be granted up to five (5) days of release time, per person, to do State Association business up to a total of ten (10) days of release time for the Association.
- 16.1.4 The Association will be entitled to a maximum of five (5) days of release time for each eligible CSEA delegate to attend the Association's annual conference. No more than ten (10) of those days may be taken in any one of the major departments (Maintenance & Operations, Food Services, Transportation, Fiscal Operations, or Instructional Assistants).

16.2 Right of Review The Association has the right to review at reasonable times, public information related to budget.

16.2.1 In January of each year, the District shall make available current full-time equivalent data by job category for the Association to review. The Association may also request such data if large reductions are to occur.

16.3 Classified Employees' Rights at Charter Schools

16.3.1 A process will be followed which ensures involvement of the Association president and labor representative from the beginning of the charter school petition and approval process. When charter school petitions are approved by the Napa Valley Unified School District Board of Education, classified employees will be issued/retain their Education Code and collective bargaining agreement/rights.

ARTICLE 17: DISCIPLINE

17.0 General Provisions

17.0.1 Purpose

The purpose of this Article is to bring about more efficiency from the employee in doing assigned tasks. Discipline shall be progressive in nature and commensurate to the offense. Nothing in this article shall be construed to prevent layoffs for lack of work or lack of funds. No person in the permanent classified service shall be suspended, demoted, or dismissed except for reasonable cause designated by this Article as detrimental to the efficiency of the service or the welfare of the District.

17.0.2 Independent Counsel

If a unit member designates an independent counsel as his/her representative, the District shall immediately notify the Association. The Association shall have the right to approve/review any procedural arrangements of the parties, attend any formal hearings before a third party and submit such amicus briefs as it deems appropriate.

17.0.3 Definitions

17.0.3.1 Disciplinary action is defined as purposeful action on the part of the District intended to modify and/or correct identified employee behavior. Such action may impact the employee through dismissal, suspension, demotion, or any reassignment, without his/her voluntary consent, except a layoff for lack of work or lack of funds. Reassignment under this article is distinct from Involuntary Transfer (Article 8.2).

17.0.3.2 Dismissal means separation, discharge, or permanent removal of an employee from his/her position for cause in accordance with the provision of the Education Code and this Article.

17.0.3.3 Suspension means a temporary removal of an employee from his/her position with loss of pay as a disciplinary measure. However, this provision should not be construed as preventing the Superintendent/designee from placing an employee on administrative leave while conducting an investigation into the charges.

17.0.3.4 "Without pay" shall mean a unit member's per diem wage not including fringe benefits.

17.0.3.5 Demotion means assignment to a position or status of lower pay without the employee's written voluntary consent.

17.0.3.6 Representation means all employees shall be notified of his/her entitlement to Union representation when the employer intends to invoke employee discipline.

17.0.3.7 Skelly Hearing means a pre-imposition opportunity for the employee to respond to the proposed discipline, to offer a rebuttal to any factual allegations, or to attempt to mitigate the severity of the penalty.

- 17.1 The District reserves the right to impose discipline which shall be appropriate of the offense.
- 17.2 When appropriate, discipline shall be progressive. The following are examples of cases, which should be referred directly to Superintendent/designee:
 - 17.2.1 Injury to the employee or another person;
 - 17.2.2 Destruction of property;
 - 17.2.3 A felony as defined in the Penal Code;
 - 17.2.4 Any sex offense as defined in Section 44010 of the Education Code; and
 - 17.2.5 Any narcotic offense as defined in Section 44011 of the Education Code.
- 17.3 Discipline shall be progressive in nature and commensurate to the offense. The progression of actions is generally as follows:
 - 17.3.1 Informal verbal or written warning
 - 17.3.2 Formal written reprimand
 - 17.3.3 Suspension without pay; and
 - 17.3.4 Demotion or dismissal.
- 17.4 Process for Informal
 - 17.4.1 Personal Contact

It is the responsibility of the immediate supervisor(s) and, when applicable, the administrator immediately associated with the employee(s) to initiate disciplinary action when necessary. The immediate supervisor(s) and, when applicable, the administrator immediately associated with the employee(s) is responsible for meeting with the employee(s) who needs performance modification. The employee shall be notified of their entitlement to representation when the employer intends to invoke Article 17.
 - 17.4.2 During the meeting the immediate supervisor(s) and, when applicable, the administrator immediately associated with the employee(s) shall make reference to District Policies, Rules and Regulations, Job Descriptions and the Unit Contract.
 - 17.4.3 The employee will be given time to state his/her point of view in this meeting.
 - 17.4.4 The immediate supervisor(s) and, when applicable, the administrator immediately associated with the employee(s) must indicate actions to be taken by the employee to correct the deficiencies under discussion. Great care should be taken to be sure that the employee understands the actions to be taken by the employee.
 - 17.4.5 It is agreed between the parties that disciplinary questions and/or issues are best resolved by means of objective discussion between the employee and his/her

immediate supervisor(s) and, when applicable, the administrator immediately associated with the employee. A verbal warning may be memorialized in writing.

17.4.6 At the employee's request, a written response may be attached to the verbal or written warning.

17.5 Process for Formal: Written Warnings and Reprimands

17.5.1 Personal Contact

It is the responsibility of the immediate supervisor(s) and, when applicable, the administrator immediately associated with the employee(s) to initiate disciplinary action when necessary. The immediate supervisor(s) and, when applicable, the administrator immediately associated with the employees(s) is responsible for conducting a formal disciplinary meeting with the employee(s) who needs performance modification. The employee shall be notified of their entitlement to representation when the employer intends to invoke Article 17.

17.5.2 During the meeting, the immediate supervisor(s) and, when applicable, the administrator immediately associated with the employee(s) shall make reference to District Policies, Rules and Regulations, Job Descriptions and the Unit Contract.

17.5.3 The employee shall be given time to give his/her point of view in this meeting.

17.5.4 The immediate supervisor(s) and, when applicable, the administrator immediately associated with the employee(s) shall set guidelines for improvement and review the next steps in disciplinary procedures if the employee's actions are not corrected.

17.5.5 At the employee's request a written response may be attached to the written warning or reprimand.

17.5.6 A summary of the conference is then to be sent to the Human Resources Office to be placed in the employee's personnel file.

17.6 Suspension, Demotion, or Dismissal The Superintendent/designee, for reasons stated in writing to the employee and to the Association, may skip one or more steps in the above progressive discipline sequence in those cases involving a serious threat to the property or health or safety of any person. Such skipping of steps is not to be interpreted as a waiver of due process.

17.7 Causes for Suspension, Demotion or Dismissal

A permanent classified employee may be suspended, demoted or dismissed by the Governing Board for cause. The causes which shall be deemed sufficient for suspension, demotion, or dismissal of permanent classified employees are the following:

- 17.7.1 Absence without leave;
- 17.7.2 Conviction of any criminal act felony, provided that the act has a direct impact upon the employee's ability to perform assigned duties or meet qualifications for the position;
- 17.7.3 Disorderly or immoral conduct;
- 17.7.4 Incompetence or inefficiency;
- 17.7.5 Insubordination, which may include, but shall not be limited to, violation of any lawful or reasonable regulation or order made and given by a supervisor and/or willful violation of any of the Governing Board's regulations regarding duties, conduct, or performance of classified employees;
- 17.7.6 Intoxication or illegal use of drugs while on duty;
- 17.7.7 Neglect of duty;
- 17.7.8 Negligence or willful damage to public property or waste of public supplies or equipment;
- 17.7.9 Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment;
- 17.7.10 Inattention or carelessness in the performance of assigned duties;
- 17.7.11 Misappropriation of District funds or property; and
- 17.7.12 Destructive criticism of superiors or co-workers which seriously compromises the maintenance of an effective and harmonious working relationship. However, this section shall not be used to discipline any employee who actually reports and/or requests an investigation be made of any managerial/supervisory activity which may be unlawful, malfeasance, conflict of interest, or a corrupt practice.
- 17.7.13 For employees who drive a vehicle in the regular course of their employment:
 - 17.7.13.1 Failure to maintain a good personal or business driving record; and
 - 17.7.13.2 Failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.

17.8 Suspension, Demotion, or Dismissal Appeal Hearing Rights

- 17.8.1 Pending any final disciplinary action, the Superintendent/designee, for cause specified in writing, may place the employee on a temporary leave of absence with pay
- 17.8.2 In any action to suspend, demote, or dismiss a permanent classified employee, the Superintendent/designee shall prepare a Notice of Proposed Disciplinary Action, composed of the following:
 - 17.8.2.1 A statement of charges in ordinary and concise language of the specific acts and/or omissions including supporting documentation necessary to justify the discipline;
 - 17.8.2.2 The proposed disciplinary action;
 - 17.8.2.3 A statement of the cause(s) or reason(s) for the proposed disciplinary action;
 - 17.8.2.4 A copy of the Governing Board regulation if it is claimed that an employee has violated such regulation;
 - 17.8.2.5 Notice to the employee of the opportunity for a Skelly hearing, which may be scheduled to take place between three and ten work days from the issuance of the Notice. The parties may agree to a mutually agreeable extension.
 - 17.8.2.6 An overview of the employees appeal rights; and,
 - 17.8.2.7 A statement advising the employee of the right to representation by the Association, including the name of the Association Representative.
- 17.8.3 The Notice of Proposed Disciplinary Action shall be served on the person to be suspended or demoted either personally or by certified mail to the employee's last known address. The Notice shall be effective either upon personal service or deposit in the U.S. Postal Service.
- 17.8.4 For disciplinary action including suspensions in excess of five (5) days or dismissal, the Skelly Hearing, scheduled to take place between three and ten work days from the issuance of the Notice, is meant to provide an initial check of factual errors leading to disciplinary action against the employee. The Skelly Hearing officer shall be a neutral party with the authority to make decisions in the context described.
- 17.8.5 No more than five (5) working days after the Skelly Hearing, the District shall issue a written document. If such document is a notice of Disciplinary Action, such notification shall include the following:
 - 17.8.5.1 A statement in ordinary and concise language of the specific acts and/or omissions including any all supporting documentation upon which the discipline is based;

- 17.8.5.2 The imposed disciplinary action;
- 17.8.5.3 A statement of the cause(s) or reason(s) for the proposed suspension;
- 17.8.5.4 A copy of the regulation if it is claimed that an employee has violated such regulation;
- 17.8.5.5 Notice to the employee of the opportunity for an appeal hearing. Such written appeal shall be made by the employee within five (5) calendar days of the issuance of the Skelly hearing finding. The hearing shall be held within thirty (30) calendar days, which time may be extended by mutual agreement.
- 17.8.6 In the absence of a request for a hearing, the Governing Board shall act upon the Notice of Disciplinary Action and after the time for the request of a hearing has expired.

17.9 Classified Employee Disciplinary Hearing Procedure

The procedure set forth below will govern the conduct of the hearing which will be granted at the request of a permanent classified employee who has received a Notice of Disciplinary Action. Where this procedure is silent, or good cause is shown, the person(s) conducting the hearing may apply other rules of adjudication.

- 17.9.1 Upon receipt of request for hearing, the District shall hold a hearing within thirty (30) calendar days, which time may be extended by mutual agreement.
- 17.9.2 The Governing Board shall appoint an arbitrator to conduct the hearing. The arbitrator shall rule on questions concerning evidence and procedure.
- 17.9.3 The hearing shall be a closed hearing unless the employee makes a written request for a public hearing at least three (3) days prior to the hearing date.
- 17.9.4 The employee and the District may require the presence of such persons and the production of such documents not otherwise privileged, at the hearing, as are subject to the District's control, subject to the Superintendent's orders in case of dispute. Employees called as witnesses during their regular work period will be provided release time without loss of pay.
- 17.9.5 The employee and the District may be represented, may call witnesses, may introduce evidence, may testify, and may question adverse witnesses.
- 17.9.6 Technical rules of evidence shall not apply. Relevant non-cumulative evidence may be admitted if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs.
- 17.9.7 The burden of proof shall be on the charging party.

17.9.8 The hearing shall be recorded by the District, and shall not otherwise be recorded unless it is a public hearing. If the decision of the Board is appealed, a transcript of the hearing will be available to the employee, at employee expense.

17.10 Decision of the Arbitrator

17.10.1 The arbitrator shall prepare and deliver to the Board written findings of fact and an advisory decision that shall be in writing.

17.10.2 Following the delivery of the advisory decision, and prior to the final decision of the Governing Board, the employee shall be provided with an opportunity to make a final presentation in the public comment session associated with the closed session meeting of the Board. A request by the employee for such presentation opportunity must be made not more than three (3) working days after the receipt of the written decision of the arbitrator. During the presentation opportunity, the employee may be accompanied by a representative. The purpose of this presentation opportunity is to allow the employee to make a personal appearance representing of the employee's perspective. The employee and the employee's representative of record will be provided with not less than a twenty-four (24) hour notice of this meeting. Normally such notice will be consistent with the agenda-posting rules for the meeting.

17.10.3 The Governing Board shall deliberate on the advisory decision of the arbitrator in closed session. Counsel representing the District at the hearing shall be excluded from such deliberations.

17.10.4 The Governing Board's acceptance or rejection of the arbitrator's decision shall be effective when announced in public session.

17.10.5 The decision of the Governing Board shall be final subject only to judicial review.

17.10.6 After a disciplinary hearing is held as provided in 17.9, if the arbitrator makes a finding of fact which does not substantiate that any or all of the acts charged as constituting cause for discipline were committed, and the Board accepts the findings of fact, the unit member shall be entitled to removal from the personnel file all materials relating to the unsubstantiated act/acts and the charges based on the act/acts.

ARTICLE 18: MANAGEMENT RIGHTS

18.0 The Board, on its own behalf and on behalf of the electors of the Board, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws of the State of California. Such powers, rights, authority, duties, and responsibilities shall include but are not limited to:

18.0.1 The executive management and administrative control of the school system and its properties and facilities.

18.0.2 The hiring of all classified employees and, subject to the provision of law and this Agreement, to determine the qualifications and the conditions for continued employment.

18.1 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices shall be limited only by the specific terms of this contract insofar as these terms are in conformance with the laws of the State of California.

ARTICLE 19: EARLY RETIREMENT INCENTIVE

- 19.0 A Supplemental Early Retirement Plan (SERP) will be available on a voluntary basis to unit members who have been employed by the District for a minimum of ten (10) continuous years from date of hire, have reached the age of fifty (50) years by date of retirement, and who are eligible for Public Employee Retirement Service benefits at time of retirement. Beginning in February 2013 participants must meet these criteria and be below the age of 60 by the date of retirement. The SERP cap for all CSEA represented employees in a given fiscal year is \$40,000.
- 19.1 Unit members electing to participate in this program shall submit a letter of resignation/retirement during the annual ninety (90) day window period established by the Board of Education. The annual window period shall be during February, March, and April. Additional window periods may be established through negotiations between the District and Association.
- 19.2 The early retirement incentive will be 15% of the highest twelve (12) month compensation until June 30, 2012. Beginning in February, 2013 the early retirement incentive will be 12% of the highest twelve (12) month compensation. Any statutory taxes or fees imposed by the third party vendors will be the responsibility of the retiree and will be deducted from the incentive proceeds disbursement. This amount will be made available to the retiree in one (1) of four (4) options:
1. One cash payment in January of the year following retirement, or
 2. Two cash payments, the first to be paid in October of the calendar year of retirement with the second in January of the year following their retirement, or
 3. Disbursement into a 403b account identified by the retiree from the District approved list, or
 4. Disbursement into a 457 Tax Sheltered Annuity identified by the retiree from the District approved list.
- 19.3 If an additional Early Retirement Incentive plan is offered by the District, SERP will be suspended until such date that all payments associated with said plan are satisfied.

ARTICLE 20: NEGOTIATIONS

- 20.0 Notification and Public Notice The parties agree to provide written notice and the nature of the amendments to this Agreement prior to April 1st each year.
- 20.1 Commencement of Negotiations Shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement following satisfaction of the public notice requirements.
- 20.2 Release Time for Negotiations The Association shall have the right to designate no more than six (6) members and the President, who shall be limited to necessary release time, to participate in negotiations.
- 20.3 Ratification of Additions or Changes Any additions or changes in this Agreement shall not be effective unless reduced to writing and signed by both parties.
- 20.4 Contract Booklets Within thirty (30) days of ratification of the Agreement and its Amendments by the Board, 1200 copies will be prepared and delivered to the Office of Employer-Employee Relations and the Association with the cost being absorbed by the District.

ARTICLE 21: SAVINGS

- 21.0 If, during the life of this Agreement, there exists any applicable law or applicable rule, regulation, or order having force of law issued by a court of competent jurisdiction which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 21.1 In the event that a provision is declared invalid, the parties to this contract shall meet within thirty (30) calendar days after the decision is known by the parties to discuss the effect of the decision and determine if re-negotiation of that provision is necessary.

ARTICLE 22: DURATION OF AGREEMENT

- 22.0 This Agreement shall remain in full force and effect up to and including December 31, 2023.
- 22.1 If both parties mutually agree, the contract may be opened.

ARTICLE 23: REOPENERS

- 23.0 In the spirit of interest-based negotiations, and to validate the process as well as the open communication and trust that is necessary for interest-based negotiations to be successful, it is agreed that both sides may convene negotiations for the purpose of discussing issues which were not apparent at the time negotiations last closed. It is the intent of this article that the number of issues discussed will be limited only by the amount of time both parties are willing to give to the process and that this article will be in effect only so long as interest-based negotiations are utilized for formal negotiations.
- 23.1 The District and Association will annually negotiate the classified calendar.

ARTICLE 24: COMPLETION OF MEET AND NEGOTIATE

24.0 This Agreement constitutes the entire agreement between the parties for the term of this Agreement.

24.1 Nothing herein is to be construed to limit the rights of the NVUSD to consult with any unit member and/or the Association over matters not contained herein.

In witness whereof, the parties authorize this contract as of January 1, 2021.

For the District:

DocuSigned by: Dana Page Asst. Superintendent, Human Resources
Rob Mangwala, Asst. Superintendent, Business Services

DocuSigned by: Mike Pearson, Asst. Superintendent, Operations

DocuSigned by: Monica Ready, Principal

DocuSigned by: Elizabeth Gonzalez, Director III, Human Resources

DocuSigned by: Noris Tregoning, Executive Assistant

For the Association:

DocuSigned by: Hector Gallegos, President

DocuSigned by: Alejandro Negrete, CSEA Labor Representative

DocuSigned by: Edgar Ventura, Past President

DocuSigned by: Jackie Clayton, Vice President

DocuSigned by: Chris Yebson, Negotiations Team Member

DocuSigned by: Christina Roberts, Negotiations Team Member

DocuSigned by: Debbie Ward, Negotiations Team Member

DocuSigned by: Janice Guillon, Negotiations Team Member

DocuSigned by: Olivia Escobar, Negotiations Team Member

SUMMER SCHOOL ASSIGNMENT PROCEDURES

Food Services

The Personnel Office will, at the request of the Food Service Department, develop a seniority list based on date of hire in a Food Service position and without consideration of the current position classification. Using that seniority list, the following procedures will be followed:

1. Offer summer school work beginning with the first person not offered work the previous year.
2. To be eligible to be offered summer school work, an employee must have been hired as a regular employee the previous September.
3. Work will be offered. If the employee does not accept the work offered, the employee will not be offered other work until his/her name is at the top of the list during the next rotation through the seniority list.
4. Work will be offered by seniority without regard to the number of hours worked during the previous school year.

Instructional Assistants - Special Education

The intent is to allow Special Education Instructional Assistants wishing to work during the summer school program to remain with the program they serve during the regular school year when a significant number of students in that program are moved, as a group, to a summer school class.

1. First priority in hiring and placing Special Education Instructional Assistants will be that the Instructional Assistant be offered a position in the class where a significant number of their regular school year students will be served.
2. Second priority, should classes be mixed with students from a number of regular school year classes or should there not be a significant group of students from one regular school year class moving into a summer school class, will be established through the use of the seniority list from the Human Resources Office.
3. Seniority by date of hire as an Instructional Assistant is the first criteria. Qualifications for the specific job are the second criteria. Other current District employees will then be considered.

Instructional Assistants - Bilingual

Bilingual Instructional Assistants will be offered summer school employment within the level they serve during the regular school year unless moving with students across grade level designations makes more sense for the students and the program. Level designations are K-6, 7-8, 9-12. Summer school offerings will be from the seniority list generated for each level by the Human Resources Office. The following will determine offers of work.

1. Date of hire as an Instructional Assistant;
2. Qualifications; and
3. Other current District employees.

Campus Supervisor

Summer school work will be offered to existing Campus Supervisors first. Job announcements indicating summer school positions available will be mailed to existing Campus Supervisors. Summer school campus supervisors will be selected first from current campus supervisors who apply. If there are not sufficient qualified applicants, other current District employees may be considered for the summer school Campus Supervisor positions. Instructional Assistants must submit an application. No seniority will prevail in the selection of summer school Campus Supervisors from the Instructional Assistant applications and candidates must be qualified to perform the duties of summer school Campus Supervisor.

Child Care

If overall District summer child care enrollment justifies such, all staff are guaranteed their regular contracted hours. If extra hours are available, they will be offered to the most senior person in that classification at the site (see handbook for timelines).

Clerical

Clerical positions shall be designated by the District. Clerical will be offered summer school positions by District-wide seniority by classification. If there are not sufficient qualified applicants, other District employees may be considered for clerical summer school positions.

NVUSD/CSEA 184 CROSS TRAINING PLAN

Consistent with the District's Futures Plan, it is the intent of this Cross Training Program to ensure that professional development for employees is a shared responsibility between the District and the employees. All staff members are encouraged to develop experience and expertise for personal growth and career advancement with the District. Selection from within should occur whenever the job selection criteria of applicants are equal. It is also our mutual intent to ensure that each unit member is well qualified to perform his/her job responsibilities, that the most qualified individual is hired in every job opening, and that, whenever possible, unit members will be the most qualified candidates.

The District Maintenance and Operations Cross Training Program will operate as follows:

1. Candidates will be admitted to the Cross Training Program according to the following criteria:
 - a. Performance in the existing position, including satisfactory or above-satisfactory evaluations.
 - b. Completion of a form and a personal interview in which the employee has indicated career goals and the purpose of seeking cross training.
 - c. Recommendations of job supervisor. Such evidence will be based on job related factors and will be reflected in any performance evaluations, or otherwise reduced to writing for this purpose.
 - d. Affirmative action guidelines.
2. The District and the Association will develop and maintain a job competency check list for all cross training positions. That check list will include a target number of days and/or hours for cross training in a given area as well as specific job competencies which each employee participating in the Cross Training Program must complete in order to demonstrate satisfactory competency in a given training area.
3. It is understood that certain job skill areas will require a higher degree of training than others. For example, the pesticide, plumber, boiler, locksmith, heating/ventilation/air-conditioning (HVAC), and mechanic positions require some degree of formal schooling or training in addition to any cross training opportunities which are provided.
4. It will be the purpose of this Cross Training Program to provide District employees with an opportunity to receive on-the-job training in skill areas which will enable them to move into positions in higher classifications.

5. Employees working in the Cross Training Program will be released from their ongoing responsibilities in order to receive on-the-job training in an area of cross training. This assignment will be made according to District need when qualified substitutes are available, or when there is an opportunity to release the employee from their current responsibilities. Cross-training employees may substitute for absent employees, and the substitute will be brought in behind the cross-training employee.
6. Employees participating in cross training will not receive out-of-class pay while cross training, when they are under the supervision of a trained crafts person or prior to completion of predetermined minimum training requirements.
7. The District reserves the right to determine times appropriate for cross training.
8. Employees' evaluation and feedback system will be developed by the District, in consultation with the Association, and satisfactory participation in cross training activities as well as satisfactory performance in ongoing work responsibilities will be necessary in order to remain in the Cross Training Program.
9. It is the responsibility of the employee who has successfully completed cross training to notify the Human Resources Office when given openings become available for which they wish to be considered. The employee will automatically be included in the pool of candidates who will be interviewed, upon notification of the Personnel Office.
10. Upon completion of cross training, the employee shall be rated for cross lateral transfers, as well as for promotional positions. Said rating shall be placed in the employee's personnel file.

Appendix C

Transportation Appendix

A. GENERAL

A.1 Hours:

All school bus drivers hired after January 1, 2014, will have a six (6) hour minimum shift. All six (6) hour bus drivers with a route time less than six (6) hours will work the difference providing departmental or school site support (Example: 6 hour minimum shift – 4 hour route bid time = not to exceed 2 hours of departmental or school site support). All support assignments will be determined by the transportation managers.

Knowing that employees bring varying strengths and skills, the parties may meet to consider other responsibilities besides departmental or school site support that are mutually beneficial.

Car drivers will have a four (4) hour minimum shift.

Drivers shall be paid for all time worked per NVUSD AR 4012.41. Drivers shall add all morning and afternoon hours and minutes to report one total.

A.2 Drug Testing:

The District shall administer drug testing in accordance with Department of Transportation regulations Title 49, which shall include but not limited to: Pre-Employment, Post Accident, Random, Reasonable Suspicion, Return to Duty, and Follow-up tests. Drivers shall be paid for their time during the drug testing process.

A.3 T-01 Training Time:

A.3.1 The District shall designate two (2) four (4) hour days for T-01 training. The District shall make every effort to schedule these two days in the same week as bid day. These days may be required by the employer if so noted. Throughout the school year additional T-01 time shall be offered to bus drivers to give them a total of ten (10) hours. These hours shall be offered when drivers are not on route time. The District shall pay up to ten (10) hours per twelve (12) month period of in service training that has been pre-approved or offered by NVUSD.

A.3.2 Renewal: The District shall provide required training for license/certificate renewals. Drivers shall be Paid in addition to the ten (10) hours per twelve (12) month period, time spent during renewal testing with the CHP.

A.4 Additional Training:

The District shall provide timely training and ride-a-long time to support the District's proficiency program for bus drivers. Bus drivers will be in paid status while earning proficiency. The District shall schedule and communicate classes (initial, renewal, other) that will deliver the training needed for the T-01 time. Bus driver T-01 logs which is the property of the State of California shall be maintained by a State Certified Instructor for the district. Drivers will be able to view the T-01 logs with a State Certified Instructor so they may confirm their current status.

A.5 Bus Inspections, Fuel Sweep, and Child Check:

A.5.1 Bus drivers shall be paid fifteen (15) minutes per day to conduct Pre-trip bus inspections for each bus driven daily. This time shall be included in the bid time.

A.5.2 Bus drivers shall be paid twenty (20) minutes per day to perform Post-trip inspection, which includes (fifteen) 15 minutes per day for fueling the bus, and five (5) minutes per day for child check and sweep. On days that don't require fuel, that time will carry over to the next day. This time shall be included in the bid time. If the actual time exceeds the one (1) hour, forty (40) minutes per week or twenty (20) minutes per day, the time shall be submitted on a timesheet. The timesheet shall include an explanation of why the time exceeded the assigned time and shall include the additional time the driver worked performing the post-trip inspection.

A.5.3 Car drivers shall be paid fifteen (15) minutes per day for fueling their vehicles as needed.

B. BACK TO SCHOOL

B.1 Bid Process All drivers shall bid route assignment by seniority which is the date of hire as a permanent driver. All drivers are encouraged to maintain an unrestricted driving certificate. A school bus driver shall not bid on a route/bus for which she/he is restricted from driving according to his/her license/school bus certificate unless by mutual agreement between the parties. Routes shall be available for viewing seventy-two (72) hours prior to bid day. Drivers shall come prepared and restrict their bid time to approximately five (5) minutes. Drivers residing in North Napa County (Yountville and surrounding areas) will have the first opportunity to bid on the Calistoga, St. Helena routes based on seniority. Should the drivers residing in the North Napa County area elect not to take one of the offered routes, they will return to the general bidding process along with the other routes. Drivers will need to show proof of residence in order to pre-bid Calistoga/St. Helena routes. The route time bid that is designated on the first day of school. If any route changes are made after the bid is secured, time adjustments shall be made based on route capability at the District's discretion.

B1.2. Drivers with credentials/medicals that have lapsed or are not currently medically cleared to resume work within fourteen calendar days after bid day or have been suspended, preventing the driver from performing their full duties as of bid day, will not be allowed to bid. Should the driver not return as expected from an extended absence related to a previously stated lapse or the lapse in clearance reoccurs within thirty (30) calendar days, the driver's route shall be considered vacant and placed for re-bid. Upon returning, the Transportation Manager shall assign the driver a remaining open route or standby position. Drivers must maintain proficiencies up-to-date as the bus assigned to their route may change during the school year.

B.2 Vacated, Open Routes

Open routes or routes vacated by bus or car drivers shall be posted for bid. Routes shall be posted for seventy-two (72) hours and then awarded to the most senior driver who bid for the route.

B.3 Stand-By

Stand-by positions are bid like home to school routes. The time for reporting to work and the number of hours shall be established on the bid. Stand-by drivers must carry an unrestricted license as a bus driver; And must be able to drive all the equipment. Standby drivers are assigned daily work and vehicle the day before by the Dispatcher or Manager that best meets the needs of the department. Standby drivers not assigned work will check with the Dispatcher for needed coverage or the Transportation Manager for departmental/school support assignment.

B.4 Drivers Absent on Bid Day

Any bus or car driver who will be missing the route bidding session and/or back to school meeting shall submit prior written notice to the Manager of Transportation indicating the reason. Bus drivers who will miss the route bidding session may have the Manager or a proxy bid for them by providing a list of their priorities. In the event that the Manager of Transportation receives no written preference statement, the driver shall be given whatever is left at the end of the bid day.

B.5 Back To School Preparations

A meeting for bus and car drivers shall be held no later than the week preceding the opening of school. All regular part-time drivers shall be paid for 180 student contact days plus attendance at the following:

- a) Three (3) hours for Back-to-School meeting and route bidding. After the meeting, drivers are to return to bid on home to school routes one-half hour prior to the time at which each driver is scheduled to begin bid
- b) Driving route time to do a complete safety drive through their route(s) prior to the start of school;
- c) Four (4) hours to clean the interior of the bus (bus drivers only);
- d) Two four (4) hour T-01 training days (See A.3) (bus drivers only).

B.6 Rotation of Extra Hours (Temporary Coverage)

Two lists (one for bus drivers and one for car drivers) will be established for the regular school year. The bus driver work will be rotated first by date of hire, and then on a rotation.

B.7 Break In Duty Time

Bus and car drivers with more than one assignment, except for lunch periods, who have a period of forty-five (45) minutes or less between any of their assignment duties, shall be paid for that period of time. If routes end early because of no students, drivers may be assigned to drive any remaining students requiring transportation in the District or to clean their bus/car.

B.8 Travel Time

The District reserves the right to bid a route with travel time to a remote bus base.

B.9 The parties agree that during the life of this contract with mutual consent, the elimination of vehicle categories can be revisited.

C. EXTENDED SCHOOL YEAR/EXTRA WORK

- C.1 Extended school year routes are established by the District.
- C.2 Routes shall be posted for bus and car routes. Routes shall maintain a three (3) hour minimum and be bid by seniority and license restrictions. Any remaining car routes can be taken by bus drivers.
- C.2.1. Due to the limited extra work and number of routes, drivers whose credentials/medicals that have lapsed, been suspended or with restrictions/limitations placed on the driver or their credentials preventing the driver from performing their full duties or failure to meet State requirements for driving a school bus (or car if a car driver) on bid day will not be allowed to bid. If the driver will not be able to fulfill their duties and requirements within seven (7) calendar days of bid day.**
- C.3 Extra hours for drivers are assigned per B.6.
- C.4 Field trips are assigned first to those who signed up to work extended school year following the guidelines in Section D. In the event extra drivers are needed, on call bus/field trip drivers may be used by the District.
- C.5 An on call list will be established of regular drivers not working summer school that are willing to come in if there is a need.
- C.6 Probationary employees who work extended school year in their usual employment shall receive credit toward their probation for time worked.

D. TRIP GENERAL

- D.1 Bus drivers may participate as a trip driver when they meet the following requirements. Local trip drivers shall have successfully completed their probationary period and show an interest and confidence in taking on trip driving. The driver will go through a short class on trip driving. Upon successful completion, the driver will be added to the local list by seniority. Long distance drivers, within twelve (12) months of becoming a local trip driver and having completed at least twelve (12) local trips on their own to different locations, will then be eligible to move up. The District shall make available training to all drivers who qualify. Consideration for performance may be justified through documentation. Upon successful completion of the training, the drivers shall be added to the long distance trip list by seniority. Drivers shall receive up to two (2) hours of T-01 time for the Behind the Wheel Training with the advanced permission of the Transportation Manager. If a driver is unsuccessful in completing the training, the District shall make the training available next year. Trips are rotated on a flat rotation. They rotate in two groups, local and long distance. Holiday weekends are rotated within the local and long distance provision.

D.1.1 Local Trips

Local trips shall be rotated among drivers who have successfully completed trip driver class. Local is defined as areas along Highway 80 (including Vallejo, Hilltop, Woodland and Davis); Highway 37 (including San Rafael); Highway 101 (between Cloverdale and San Rafael); Highway 29 (including Lake County and Calistoga); Highway 680 corridor between Suisun to Walnut Creek, and all of Napa County. Extenuating circumstances on multiple bus moves may allow exceptions to probation status for local trips.

D.1.2 Long Distance Trips

Long distance drivers will rotate on both lists, local and long distance. **They will service all the local area and beyond.**

D.1.3 Field Trip Driver Lists

Regular school and extended school year (trip driver) lists are compiled using the same format. The factors are seniority and license restrictions. Trips are rotated on a flat rotation. They are in two groups by type local and long distance.

D.1.4 Selection Process

All trips for the following week that have been scheduled in the Transportation office by Tuesday at 1:30 p.m. shall be posted. At that time, all field trip drivers shall have a choice of trips on the list beginning with the most senior. The next selection will begin with the last driver assigned. The process closes on Thursday at 1:30 p.m. Only the driver or a proxy with written permission may write a driver's name on their trip. Drivers may choose to not take trips by writing "pass" next to their name on the rotation list. The number of trips booked is based on the number of trip drivers we have on the lists. If a driver chooses to pass three or more times in a very short period of time it could force the district to potentially charter the trip in order to cover it. That driver will meet with the Transportation Manager to discuss whether to be removed from the list. Removal is not disciplinary. After an assignment is chosen, a driver may turn it down as provided in Article 6 only. A same day "take and return" trip shall be deemed one field trip for the purpose of assignment/rejection and rotation.

A bus driver who is assigned a Friday night trip with a late home arrival home and a Saturday comes up for that driver, the driver shall have a choice of turning down the Friday night trip and/or taking the Saturday trip, provided the original Friday assignment is charged against the bus driver offered the Friday night trip.

Every August at the Back to School Meeting, the list goes back to the most senior drivers in each category.

D.2 Cancellations

On a trip assignment if more than one bus is assigned and if a cancellation occurs, within forty-eight (48) hours the last bus assigned is the first one canceled.

D.3 No Shows

No-shows at the pick-up point will result in the trip being charged to the assigned driver and the assigned driver will be paid equal to the scheduled trip time up to a maximum of eight (8) hours. Drivers will return to base and check in with the Dispatcher and /or Manager to see if any work is available or standby until needed. Drivers may be released if no other work is available with approval of Management.

D.4 Turn Down

There is a penalty for excessive turn downs. The penalty could result in being removed from the trip list. That driver will meet with the Transportation Manager to discuss whether to be removed from the list. The District understands that obligations will arise that will not

allow a bus driver to perform a field trip assignment. On an individual date basis, Field Trip Leave Forms need to be turned in for the specific date so no assignment will occur.

The department recognizes there will be times that a bus driver and coach/teacher do not relate well. The Transportation Manager reserves the right to pass a driver in assigning a trip if the driver and supervisor have previously discussed and agreed for the benefit of all that the particular driver should not be assigned the trip.

D.5 Take and Return Trips

Whether local or long distance, the driver is to communicate with the trip leader on return time. Take and return is defined as a same day assignment and shall be deemed one trip for the purpose of assignment. If the return portion of the field trip is preceding the p.m. route, the trip leader and driver shall identify a return time to be communicated to the dispatcher. If the split assignment is over four (4) hours, the driver shall return to the bus yard.

D.6 Bonus Trips

A bonus trip is defined as a trip available because of:

- a) Any turn down or turn back after 1:30 pm on Thursdays;
- b) New trips received by transportation after 1:30 pm Thursdays; or
- c) Any trip received for same day service.

Bonus trips shall be offered on a flat rotation. The bus driver is only charged for the bonus trip rotation and will not lose his/her place on the regular rotation list. If the Bonus list of drivers is exhausted, the District may use trip drivers from other categories based on seniority and current proficiency to cover the trip.

D.7 Stand-By Time on Overnight Activity Trips

Bus Drivers on special trips involving overnight lodging(s) will receive an “away from home allowance” based on the following schedule on each full twenty- four (24) hour period completed beginning with the on-duty time at the transportation yard. There is a twelve (12) hour guarantee for each twenty four (24) hour period beginning with the required on-duty time at the transportation yard.

Hours away from base in excess of a twenty-four hour period will be compensated as follows:

¼ hour to 4 hours	=	2 hours
4-1/4 hours to 8 hours	=	4 hours
8-1/4 hours to 12 hours	=	6 hours
12-1/4 hours to 16 hours	=	8 hours
16-1/4 hours or more	=	12 hours

D.8 Chartering of Work

Drivers assigned to field trips which are canceled and subsequently chartered due to driver staffing needs of the District within forty-eight (48) hours of the assigned trip will receive pay for the cancelled trip equal to the length of the trip less pay received if the driver drives a regular route during the assigned trip hours.

E. Safety/Accident Committee

The Safety/Accident Committee will meet at least three times during the school year, and more if needed to monitor issues for the purpose of finding solutions at the lowest level. The committee will include the Transportation Manager, Dispatcher, two CSEA selected representatives and others as needed.

F. Bus Driver Uniforms

Bus drivers will be in uniform at all times while operating district vehicles or in an on-duty status. Bus driver uniforms will consist of yellow uniform shirts (provided by the district) and solid colored pants/shorts/skirts/skorts or jeans in black, navy blue, or khaki. Pant fabric must not be form fitting, distressed, frayed, or faded. Uniform shirts and pants must be clean, professional in appearance and of the appropriate size. An undershirt may be worn under the uniform shirt but must be of the appropriate size in white, or earth tone. Undershirts may not have any inappropriate writing or logos.

- F.1 Shorts/skorts are to be not more than two (2) inches above the knee and loose fitting. Skirts must be knee length and loose fitting.
- F.2 Bus driver uniform for field trips will consist of a yellow shirt (provided by the district), solid black pants/slacks or skirts, and a solid black neck tie or solid black cross tie (no bolo tie). Drivers on the field trip rotation will be given an annual \$40 stipend for the purchase of black pants, and \$10 for the purchase or cleaning of the necktie.
- F.3. The uniform shirt patch and patch location may not be altered or moved. Upon separation from NVUSD, all uniform shirts must be turned into the Transportation Manager.

PARAEDUCATOR APPENDIX

This appendix applies to employees in the following positions/classifications: Instructional Assistant, Instructional Assistant-Bilingual, Instructional Assistant-Personal Care and Independence Facilitator.

PROFESSIONAL DUTIES:

The role of the “paraeducator” varies considerably from assignment to assignment within the Napa Valley Unified School District. General areas of responsibility are set forth in the applicable job descriptions. The job description is not meant to be a rigid delineation of duties. It is only an indication of the types of tasks a “paraeducator” may perform including other duties which support the position as assigned by the building/department administrator.

ASSIGNMENTS:

Upon initial hiring, a para-educator will be assigned to a particular site and/or classroom or with duties related to a specific student. Paraeducators may be assigned duties within their job description in any classroom or with any students, on a temporary basis or indefinitely, based on para-educator qualifications and student or program needs.

If the need arises to reassign the paraeducator to a different school site, procedures for “reassignments” would be followed.

REASSIGNMENTS:

“Reassignments” shall mean a change in assignment, between schools, initiated by the administration for non-disciplinary reasons including change in enrollment, change of IEP, or to meet the needs of the program or student.

- A. A reassignment shall be made in the best interests of the educational program. A reassignment shall be reasonable and within an employee’s qualifications. The rate of pay and hours will remain the same. Reassignments will not be made arbitrarily.
- B. Prior to the reassignment, the reasons for the reassignment will be explained to the employee verbally. The effective date will be no less than 10 working days from notification and determined by the district. Effective date of reassignment may be sooner by mutual agreement. At the request of either party, the administrator shall provide a written summary of the discussion to the employee.
- C. The district will make every effort to limit reassignments during the school year.
- D. Reassignments needed to resolve a conflict shall be conducted in accordance with Article 8.2 “Involuntary Transfers”.

ITINERANT:

Itinerant classified employees are those employees normally assigned to students or sites based on IEPs or enrollment numbers which change annually. Positions designated as “itinerant” may be reassigned based on needs of the student and/or program without the aforementioned notice on a temporary or indefinite basis.

VACATION SCHEDULING:

The District reserves the right to schedule vacations at times least disruptive to the normal work routine.

Generally, employees whose normal work year is 185 work days or less should make every attempt not to take additional vacation outside of scheduled school breaks. At the convenience of the District and with prior approval of the site department manager, employees may request to take not more than five (5) days total of paid vacation on days when students and teachers are in attendance in one school year. In the event of a dispute, employees may appeal to their site administrator. If necessary, final appeal may be made to the Assistant Superintendent of Human Resources.

The District generally requires five (5) days written notice upon receipt to approve and schedule employee's vacation request for up to two (2) days of vacation. The District generally requires ten (10) days written notice upon receipt to approve and schedule employee's vacation request for three (3) or more days of vacation.

Employees will have their unused, accrued vacation hours paid out annually on their June 30th pay warrant. Vacation accrual resumes at the beginning of the next school year.

Accrued vacation from the prior school year cannot be used during Extended School Year. Accrued sick leave may be used as needed.

All vacation accrual and usage should follow procedures outlined in 6.15-6.20.

CONTRACT YEAR:

The contract year is equal to 195 paid days (including 14 paid holidays) for paraeducators and shall consist of 180 student contact days plus one (1) professional learning day prior to the start of school.

BREAKS:

Refer to section 4.2 "Lunch Periods" and 4.3 "Rest Periods".

LUNCH:

Paraeducators will follow procedures for lunch periods outlined in 4.2 with the exception of personnel assigned to do close supervision of a student, or students, while attending an off-campus activity during their normal work hours. In these unique cases when it is not practical for an employee to take a duty free lunch period, then they can shorten the next early release day up to 30 minutes.

BACK TO SCHOOL MEETING:

Paraeducators shall attend a mandatory meeting during the first two (2) weeks of school with an appropriate supervisor. Paraeducators will be notified of the time, date, and place of the meeting by first class posted mail, or by hand delivery, at least five (5) days prior to the meeting if the meeting is to be scheduled outside of their normal work hours. All Paraeducators in attendance shall be compensated for time in attendance if the meeting is to be scheduled outside of their normal work hours.

District Allocation of ELEMENTARY SCHOOL Clerical/Playground Supervision Time**All Elementary Schools with enrollment 70-750**

Classification	Total Daily Hours	Calendar
Office Services Mgr, Elementary.	8 HPD	10 Month

Administrative Clerk School Site Allocation:

Enrollment	Classification	Total Daily Hours	Calendar
150-350	Admin Clerk School Site	90 peak hours	NA
351-450	Admin Clerk School Site	150 peak hours	NA
(OR	Instructional Assistant-Gen	1 HPD	9 Month)
451-560	Admin Clerk School Site	1.5 HPD	9 Month
561-750	Admin Clerk School Site	2.25 HPD	9 Month

Additional Administrative Clerk School Site Allocation:

Enrollment	Classification	Total Daily Hours	Calendar
0-99	Admin Clerk School Site	1 HPD	9 Month
100-500	Admin Clerk School Site	2 HPD	9 Month
501-700+	Admin Clerk School Site	2.5 HPD	9 Month

Additionally, elementary schools with enrollment greater than 440 will receive one (1) additional hour per day of ten month Administrative Clerk School Site time for each 28 students over 440.

Library Media Technician-Elementary Site Allocation:

Enrollment	Classification	Total Daily Hours	Calendar
Up to 350	Library Media Tech-Elem	5 HPWeek	194 Days
351-450	Library Media Tech-Elem	7 HPWeek	194 Days
451+	Library Media Tech-Elem	10 HPWeek	194 Days

Supervision Assistant Site Allocation:

As a pilot for the 18-19 school year, all elementary sites will receive 1 hour per day for every 100 students enrolled TK-5 with a minimum of 3 hpd. and 6 hours per year for up to 3 Supervision Assistants for annual training.

(Revisited annually based on district needs. Revised 7/1/18)

Appendix F

District Allocation of MIDDLE SCHOOL Secretarial/Clerical Time

Classification	Total Daily Hours	Calendar
Office Services Mgr, MS.	8 HPD	11 Month
School Admin Specialist II	8 HPD	10.5 Month
School Admin Specialist I	8 HPD	10.5 Month
Admin Clerk, School Site	7 HPD	10.5 Month

Additional Clerical Support Allocation:

Enrollment	Classification	Total Daily Hours	Calendar
561-750	Admin Clerk School Site	2.25 HPD	9 Month
751-1250	Admin Clerk School Site	3.5 HPD	10 Month

Further Additional Clerical Support Allocation: (Previously Staff Workload Relief)

Enrollment	Classification	Total Daily Hours	Calendar
501-700+	Admin Clerk School Site	2.5 HPD	9 Month

Library Media Technician-Secondary Allocation:

	Total Daily Hours	Calendar
ACMS, RMS, SMS	6.6 HPD	218 Days
Harvest/River Share	7.5 HPD	218 Days

(Revisited annually based on district needs. Revised 7/1/18)

District Allocation of HIGH SCHOOL Secretarial/Clerical Time

Formula: The high school formula is based upon enrollment of 1800 students. High Schools with 1800 students will receive 90 months of 8 HPD secretary/clerical staffing which equates to 15,600 annual clerical hours.

For each additional 25 students over 1800, the school will be allocated 1 hpd of secretarial/clerical time which equates to 216.7 hours per year. For each additional 25 students under 1800, 216.7 hours of secretarial/clerical time will be subtracted. This additional extra help will be for a Administrative Clerk School Site.

Additional Clerical Support Allocation (previously Staff Workload Relief):

High School Enroll.	Classification	Total Daily Hours	Calendar
1250-2150	Admin. Clerk, Senior	7 HPD	10 Month
OR	Admin. Clerk, School Site	8 HPD	10 Month

Clerical Allocation- Smaller High Schools

New Tech High School:

Classification	Total Daily Hours	Calendar
Office Services Mgr, MS.	8 HPD	11 Month
Admin Clerk, School Site	4 HPD	9 Month
School Admin Specialist I	8 HPD	12 Month

Valley Oak High School:

Classification	Total Daily Hours	Calendar
Office Services Mgr, MS.	8 HPD	11 Month
School Admin Specialist I	8 HPD	9 Month

Napa Valley Independent Studies:

Classification	Total Daily Hours	Calendar
Office Services Mgr, MS.	8 HPD	11 Month
School Admin Specialist I	4 HPD	9 Month

Library Media Technician-Secondary Allocation:

ACHS, NHS, VHS	6.6 HPD	218 Days
----------------	---------	----------

(Revisited annually based on district needs. Revised 7/1/18)

District Allocation of **CAMPUS SUPERVISION**

Formula: Allocations are based on previous allocations, plus additional factors such as:

- Enrollment
 - High School = 1 additional hour for every 500 students over 1000 (rounded to nearest 500)
 - Middle School = 1 additional hour for every 250 over 500 (rounded to the nearest 500)
- Challenges Due to Campus Layout
 - Sprawl (square footage)
 - Porousness of campus
 - Proximity to hazards
 - Line of sight issues
- Other
 - Specialized programs with high need populations
 - Shared Campus (HMS/River)
 - Bussing supervision (SMS)

In future years, as additional fencing, security cameras and relocation of schools alleviate challenges due to campus layout, campus supervisor allocations will be revised accordingly.

18-19 Allocation

High Schools	Total Daily Hours
American Canyon	14 HPD
Napa	17 HPD
New Technology	8 HPD
Valley Oak	8 HPD
Vintage	21 HPD
<hr/>	
Middle Schools	Total Daily Hours
American Canyon	7 HPD
Harvest	8 HPD
Redwood	9 HPD
Silverado	9.5

Middle Schools also will receive **3 HPD Instructional Assistant** Support for in-house suspension/ restorative practice facilitation support from the district for 18-19 only.

(Revisited annually based on district needs. Revised 7/1/18)