

# **Hart-Ransom Union School District**

**and**

## **CSEA Chapter 699**

### **Collective Bargaining Agreement**

**Term: 2021-2024**

*Updated for the 2021-2022 year in accordance with the Tentative Agreement  
between the parties on 6/15/2022 and final Ratification on 7/14/2022.*

*Updated for the 2022-2023 year in accordance with the Tentative Agreement  
between the parties on 12/13/2022 and final Ratification on 1/12/2023.*

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**PREAMBLE**

This Agreement is made and entered on this fifteenth day of June, 2022 by and between the Hart-Ransom Union School District, hereinafter referred to as the District, and the California School Employees Association and its Hart-Ransom Chapter #699 or its successor, hereinafter referred to as CSEA.

This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549.3 of the Government Code of the State of California.

This Agreement shall remain in full force and effect from July 1, 2021, through June 30, 2024.

## **ARTICLE 1**

### **RECOGNITION**

#### **1.1 Recognition**

The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees with the exception of those positions listed in the exclusion section of Appendix A, attached hereto and incorporated by references as part of this Agreement. All newly created positions, except those listed in Appendix A, shall be assigned to the bargaining unit by mutual agreement between the District and CSEA. Disputed cases may be submitted to the PERB for resolution.

#### **1.2 Job Steward**

CSEA will submit to the District on or before December 31<sup>st</sup> of each year the person designated as Job Steward.

## ARTICLE 2

### **NO DISCRIMINATION**

#### **2.1 Discrimination Prohibited**

No employee shall be discriminated for or against because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status, and to the extent prohibited by law, no person shall be discriminated for or against because of age, sex, or physical handicap.

#### **2.2 No Discrimination on Account of CSEA Activity**

Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not engage in CSEA activity.

#### **2.3** No employee shall be discriminated for or against because of a family member's employment with the District. No employee shall be immediate supervisor, lead or foreman of a family member (as defined in Article 12.7, or any other person residing in the employee's household), nor shall they participate in the hiring, assignment of work, or duties, or participate in any manner in the evaluation process of a family member.

## ARTICLE 3

### **UNION DUES AND PAYROLL DEDUCTIONS**

#### **3.1 Indemnification**

CSEA agrees to indemnify, defend, and hold harmless the District from and against any liability, costs, expenses (including reasonable attorney's fees), claims, and causes of action in any way related to or arising from the provisions of this Article.

#### **3.2 Payroll Deductions**

CSEA shall have the sole and exclusive right to have membership dues deducted from union members by the District. The District shall not permit dues deductions for any other labor organization. As required by law, when processing payroll, the District will deduct union membership dues, initiation fees, and general assessments as reported to the District by CSEA.

The District shall deduct dues, in accordance with the CSEA schedule, from the wages of all employees who are members of CSEA as reported to the District by CSEA. The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing thirty (30) calendar days or more after the District is notified of such change. The District shall pay to the designated payee within thirty (30) calendar days of the deduction, all sums so deducted.

The District shall also deduct, upon request by any classified employee, any lawful payroll deductions and make appropriate remittance for said deductions. Such deductions may include, but not be limited to insurance premiums, credit union payments, savings bonds, charitable donations, tax shelter annuities, or other approved plans or programs.

## ARTICLE 4

### **PERSONNEL FILES**

- 4.1** The personnel files of each employee shall be maintained by the District. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which (1) were obtained prior to employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. Every employee shall have the right to inspect such materials upon request provided that the request is made at a time when such person is not required to render services to the employing district. Information of a derogatory nature shall not be entered or filed until the employee is given written notice and an opportunity to review and comment thereon of at least ten (10) workdays. An employee shall have the right to enter and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary deduction.



## ARTICLE 5

### EMPLOYEE EVALUATIONS

- 5.1 The District form utilized in evaluating classified personnel will continue to be the means of employee evaluations. Any changes in the evaluation form shall be mutually agreed upon by the District and CSEA. Evaluations shall be based on the direct observation and knowledge of the evaluator. The evaluator retains the right to obtain information/input from other personnel who are directly involved with the employee (such as classroom teachers) as the basis for evaluations.
  
- 5.2 Every probationary classified employee will be evaluated by his/her supervisor in writing at least twice each school year. The first evaluation will be within sixty (60) days of paid service from the date of hire in the classification, and the second within one hundred twenty (120) days of paid service from the date of hire in the classification. Pursuant to EC 45113, the probationary period for classified employees shall not exceed six (6) months or one hundred thirty (130) days of paid service, whichever is longer.
  
- 5.3 Every permanent classified employee shall be evaluated by his/her supervisor at least once a year. The evaluation shall be completed no later than ten (10) days prior to the last workday of the employee in the year. The employer may conduct an evaluation at any time during the year when the employee's performance no longer meets District standards.
  
- 5.4 The employee must sign the completed evaluation form and be provided with the opportunity to respond to the information contained in the evaluation. Derogatory ratings shall state specific reasons for the deficiencies and specific recommendations for improvement. Signature by the employee does not necessarily indicate agreement. The employee has the right to submit a written rebuttal and have it attached to the evaluation form. The employee's response to the evaluation shall be submitted within twenty (20) business days. The employee shall have up to one (1) hour of his/her regular workday, mutually agreed upon by immediate supervisor, release time with pay to complete his/her written rebuttal.
  
- 5.5 Three exact copies of the completed evaluation form shall be produced: one (1) copy for the employee, one (1) copy for the supervisor, and one (1) copy for the official District file of the employee. All three copies shall be signed and dated by the evaluator and the employee for said distribution.
  
- 5.6 Only evaluation procedures shall be subject to the grievance procedure. Evaluation judgment shall not be subject to the grievance procedure.

## ARTICLE 6

### HOURS AND OVERTIME

#### **6.1 Workweek**

The workweek shall be defined as specified in the definitions article. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, nor prohibit the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours.

#### **6.2 Workday**

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each employee shall be assigned a fixed, regular minimum number of hours per day, days per week and months per year with a set beginning and end time, and any change must be mutually agreed between the parties or negotiated. In the event that a mandatory District meeting or training (not required to continue employment in a position) is scheduled outside an employee's regularly scheduled hours, the District may adjust the employee's schedule for that day as needed, and this may require a split shift.

**6.3** An employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive workdays, or more, shall have his/her basic assignment changed to reflect the longer working hours in order to acquire fringe benefits on a properly prorated basis.

**6.4** When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered, when all qualifications are equal, to the employee in the same class with the greatest seniority in that class, provided that employee's existing work schedule allows them to perform the work at the time(s) when the work is needed. If the employee with the greatest seniority in the same class cannot perform the work or declines the additional hours, the assignment will be offered to other employees in the same class in order of seniority in that class. In the event that two or more affected employees have the same seniority date, the order of seniority for those employees shall be determined by lot for the purposes of this paragraph.

#### **6.5 Duty-Free Lunch**

All employees covered by this Agreement shall be entitled to an unpaid duty-free lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour or less than one-half (1/2) hour and shall be scheduled for full time employees at or about the midpoint of each work shift. When the work period is not more than five (5) hours, the lunch period requirement may be waived by mutual agreement between the employee and the District.

Any bargaining unit member working four (4) hours or more of his/her daily work schedule after 4:00 p.m. shall be compensated by being provided a thirty (30) minute paid uninterrupted lunch period, during which the employee must remain on campus. The employee shall inform his/her supervisor as soon as practical when his/her lunch period is interrupted.

## **6.6 Rest Periods**

All employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof (1/2 or more). Abuse of this right by individual employees could result in disciplinary action by the District.

## **6.7 Extra Time**

- 6.7.1** “Extra Time” shall be defined as working outside the employee’s regular assigned work hours and working within one or more of the employee’s regularly assigned classification(s).
- 6.7.2** The work week for any classified employee having an average workday of less than eight (8) hours per day, during the work week on a regular basis, shall be compensated at their regular rate of pay up to a cumulative total of no more than eight (8) hours per day; a cumulative total of more than eight (8) hours per day shall be compensated at one and one-half (1½) time the employee’s regular rate of pay.
- 6.7.3** Except in cases of emergency extra time if prior authorization is not possible, all extra time must be pre-approved in writing by the immediate supervisor or designee before the extra time may be worked.
- 6.7.4** Emergency extra time is defined as a sudden, unexpected occurrence or set of circumstances requiring immediate action. Emergency extra time must be reported to the immediate supervisor in writing by the next business day.
- 6.7.5** All extra time worked must be submitted to the immediate supervisor by the 1st day of each month on the District approved form.

## **6.8 Overtime**

Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one half (1½) the regular rate of pay of the employee for all overtime hours worked. Overtime is defined as any time worked in excess of eight (8) hours in any one day or on any one shift and in excess of forty (40) hours in any calendar week.

**6.8.1** All hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth and seventh day of work.

**6.8.2** All hours worked by an employee on any holiday designated by this Agreement, except as noted below, shall be compensated at one and one-half (1½) times the regular rate of pay, in addition to the regular holiday pay received for that day.

All hours worked by an employee on any of the following dates or days shall be compensated at two (2) times the regular rate of pay, in addition to the regular holiday pay received for that day.

January 1

The Friday preceding Easter, also known as “Good Friday,” insofar as it is recognized and observed by the District as a holiday for classified employees

Thanksgiving Day

December 24

December 25

December 31

All hours worked by an employee on Easter Sunday shall be compensated at two (2) times the regular rate of pay.

**6.8.3** For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.

**6.8.4** Except in cases of emergency overtime if prior authorization is not possible, all overtime must be pre-approved in writing by the immediate supervisor or designee before the overtime may be worked.

**6.8.5** Emergency overtime is defined as a sudden, unexpected occurrence or set of circumstances requiring immediate action. Emergency overtime must be reported to the immediate supervisor in writing by the next business day.

**6.8.6** All overtime worked must be submitted to the immediate supervisor by the 1<sup>st</sup> day of each month on the District approved form.

**6.8.7** A classified employee having an average workday of less than four (4) hours during a workweek on a regular basis shall, for any work required to be performed on the seventh (7<sup>th</sup>) day following commencement of his/her workweek, be compensated at a rate equal to one and one-half (1½) times the regular rate of pay.

## **6.9 Overtime – Equal Distribution**

The supervisor or designee shall initially offer overtime and/or extra time on a seniority rotation, as equally as is practical to all qualified employees with each department; should the work not be accepted by the employees within the department, it shall then be offered to all other qualified bargaining unit members. If the work is not accepted by any qualified bargaining unit member(s), the supervisor or designee may offer the work to qualified substitute employees.

If no one accepts the offer of overtime and/or extra time, the supervisor or designee may assign the work to the individual who is lowest in seniority and who is qualified within the department where the work is to be performed.

If an employee does not wish to accept offers of overtime and/or extra time and provides to the supervisor or designee a written statement to that effect, the supervisor or designee shall not be obligated to offer overtime and/or extra time to that employee. The employee's written statement may be revoked by the employee at any time with five working days' advance written notice. This provision shall not be construed as preventing the supervisor or designee from offering overtime and/or extra time to that employee.

## **6.10 Compensatory Time Off**

An employee may take compensatory time off in lieu of cash compensation for overtime and/or extra time by mutual agreement between the employee and the immediate supervisor. Earned compensatory time off shall be granted by June 30 of the fiscal year in which it was earned by mutual agreement between the employee and the immediate supervisor. If this is not feasible, the employee shall be paid on or after June 30 for all remaining hours of unused compensatory time. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 6.7 of this Article.

## **6.11 Minimum Call-In/Call-Back Time**

Any employee called in to work on a day when the employee is not scheduled to work or called back to work after completion of his/her regular assignment shall be compensated for at least one and one-half (1½) hours of work at the appropriate rate of pay.

## **6.12 Turn Down Work**

Except in emergencies, any employee shall have the right to turn down any offer or request for overtime or call back, on-call, or call-in time.

## **6.13 Summer Assignments for Ten-Month Employees**

When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another (summer), such

assignment shall be made on the basis of qualifications for employment in each classification of service which is required. No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year in June to the beginning of the next academic year, shall be required to perform services during such period. A classified employee shall, for services performed as herein provided, receive, on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

**6.13.1** The District will make every reasonable effort to contact classification specific employees for any extra time available. (A form will be developed for extra time for summer duties pertaining to classification specific for those employees wishing to work extra hours during the summer.)

**6.13.2** All hours assigned to an employee for a summer assignment shall be considered "Hours in Paid Status" for the purpose of this Agreement.

#### **6.14 Hours in Paid Status**

"Hours in Paid Status" is defined to include all hours worked and time during which the employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence, excluding overtime.

#### **6.15 Non-District Sponsored Events**

Non-district sponsored events are those activities or events that are sponsored by any group other than the Hart-Ransom District and which, at the determination of the District, require extra time or overtime from classified employees.

Classified work shall be offered to employees who currently serve or have previously served and meet the minimum requirements in those classifications in which the work is available. These assignments shall be offered in accordance with Article 6.9 of this agreement.

Employees who have more than one (1) classification at different rates of pay, shall be paid at their regular rate of pay for all work performed in that classification at or for such events. This pay shall be the appropriate rate whether extra time or overtime.

Single classification employees will be compensated at their regular rate of pay at either extra time or overtime, whichever is appropriate.

Employees who have previously served and meet the minimum requirements in the classification in which the work is available, but do not currently hold a regular position in that classification, shall be paid at the correct rate of pay for the classification in which the work is available, at the step which is closest in hourly wage to their current rate of pay in the most similar position that they currently hold, for all work performed at or for such events. This pay shall be the appropriate rate whether extra time or overtime.

### **6.16 Summer Hours**

Summer hours shall begin the second full week after the last day of the school year, and shall end the second-to-last full week before the first day of the school year.

The shift for all Maintenance and Operations bargaining unit members, who work during the summer recess, shall be from 6:00 a.m. until 2:30 p.m., unless modified in writing for a specified period of time by mutual agreement between the employee and the supervisor.

These summer hours shall apply except when there is a district-sponsored evening event or a non-district-sponsored evening event for which there are no facility use fees paid, and which, at the District's determination, requires one or more of these employees to work their regular evening shift during the evening hours.

The least senior custodian will be required to work from 8:30 a.m. to 5:00 p.m. during the summer unless one or more senior employee(s) desire the later shift, in which case the most senior employee who desires the later shift will be assigned to the later shift.

To the greatest extent possible, employees will be given at least 48 hours advance notice of schedule changes affecting summer hours.

### **6.17 Holiday Hours**

The shift for all Maintenance and Operations bargaining unit members who work during the holiday breaks shall be from 7:00 a.m. until 3:30 p.m., unless modified in writing for a specified period of time by mutual agreement between the employee and the supervisor.

These holiday hours shall apply except when there is a district-sponsored evening event or a non-district-sponsored evening event for which there are no facility use fees paid, and which, at the District's determination, requires one or more of these employees to work their regular evening hours. To the greatest extent possible, employees' work schedules for holiday breaks will be determined in advance of the holiday breaks.

The least senior custodian will be required to work from 8:30 a.m. to 5:00 p.m. during the holiday breaks unless one or more senior employee(s) desire the later shift, in which case the most senior employee who desires the later shift will be assigned to the later shift.

To the greatest extent possible, employees will be given at least 48 hours advance notice of schedule changes affecting holiday hours.

### **6.18 Substitute Hours**

"Substitute Hours" as applied to bargaining unit members shall be defined as working outside the employee's regular assigned work hours and working in a classification other than the employee's regularly assigned classification(s). Substitute hours are unrepresented, non-classified employment.

Substitute hours shall be offered first to bargaining unit members in order of their seniority when appropriate. Appropriate shall be defined as not during a bargaining unit member's normally scheduled hours of work or workdays, nor at any time when substitute hours could be construed as requiring the District to pay a bargaining unit member overtime.

When an absence occurs, the District shall offer the available hours, in whole or in part, to current classified employees who are qualified and suitable to perform the work unless one or more shifts cannot be covered, at which time all shifts in the absent employee's workday may be offered to one or more unrepresented substitutes who are qualified and suitable to perform the work. If the District is given less than twenty-four (24) hours notice of the absence, the District may offer the available work to one or more unrepresented substitutes who are qualified and suitable to perform the work.

"Substitute Hours" as applied to bargaining unit members shall be paid at the correct rate of pay for the classification in which the substitute hours are available, at the step which is closest in hourly wage to the employee's current rate of pay in the most similar position that they currently hold. This pay shall be the appropriate rate whether straight time or overtime.



## ARTICLE 7

### COMPENSATION

#### **7.1 Regular Rate of Pay**

The salary schedule shall be negotiated annually during the course of this Agreement. New salary schedules shall be distributed within thirty (30) days of negotiation settlement. The regular rate of pay for each position shall be in accordance with the rates established for each class as provided for in Appendix B.

#### **7.2 Paychecks**

All regular paychecks of employees shall be itemized to include all authorized deductions as requested by the employee and compatible with Stanislaus County Office of Education payroll program.

#### **7.3 Payroll Errors**

Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the District in coordination with (Stanislaus County Office of Education) shall, within a reasonable amount of time (no more than five (5) workdays) following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. This does not include instances where the employee fails to report his/her time or other necessary information to the payroll department in a timely manner. In extraordinary circumstances, the Superintendent may authorize a loan as described in Article 7.4. Employees will be notified in writing of any overpayment by the District. When an employee has been overpaid, he/she will pay back the overpayment. He/she will meet with the District to determine the repayment schedule, and the employee may elect to have a CSEA representative present at the meeting.

#### **7.4 Lost Checks**

Any paycheck for an employee which is lost after receipt or which is not delivered within five (5) business days of mailing, if mailed, may be reported as lost to the payroll department. A lost warrant claim must be completed and forwarded to the Stanislaus County Office of Education. A replacement check will be issued as soon as possible. If the employee (because of financial circumstances) is unable to wait for the reissue of their check, they may request a loan of funds from the District for the amount of their check (or less) depending on the amount available in the District's revolving fund. The amount of the loan must be repaid to the District at the time of release of the reissued check.

## **7.5 Salary Schedule Placement**

**7.5.1** The following procedures shall apply to the placement of classified employees upon their initial employment with the District:

- 7.5.1.1** Upon initial hire, employees will be placed on Step 1 of the appropriate range of the salary schedule in effect on the date of hire except as provided below.
- 7.5.1.2** Employees with experience in an education setting in a like classification will be granted year for year service credit, not to exceed three (3) years, for a maximum initial placement of Step 4.
- 7.5.1.3** Employees will only be granted credit for experience with a non-educational employer for like job duties. One year of service credit will be granted for each two (2) years of related experience. Under no circumstances will an employee be placed on initial hire above Step 4 on the salary schedule.
- 7.5.1.4** Years of experience credited under paragraph 7.5.1.2 or 7.5.1.3 above must be within seven (7) years of the application.
- 7.5.1.5** Step placement shall be made on the basis of verified information provided to the District on the application or at the time of hire.
- 7.5.1.6** A new employee's first date of service must be on or before the first scheduled workday in January of their first fiscal year of service, as designated on the work year calendar established for the position in which the employee is being hired, in order to advance to the next step of the salary schedule the following fiscal year.

**7.5.2** The following procedures shall apply to the placement of existing classified employees upon a change or addition of position(s):

- 7.5.2.1** Any current employee receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to insure not less than a two and one half percent (2½%) increase as a result of that promotion, up to a maximum placement of Step 7.
- 7.5.2.2** In the event of a voluntary demotion, the employee shall be placed at the appropriate range of the new class. If the employee has experience in an education setting in a similar and relevant classification, the employee shall be placed at the same step in the new range as the step at which the employee was previously placed in the higher classification being vacated. If the employee does not have experience in an education setting in a similar and relevant classification, the employee shall be placed at the first step of the new range.

**7.5.2.3** In the event that a current employee is hired into a new assignment in a different classification, the employee shall be placed at the appropriate range of the new class. If the employee has experience in an education setting in a similar and relevant classification, the employee shall be placed at the appropriate step in the new range based on the employee's years of experience in a similar and relevant classification, up to step four (4). If the employee does not have experience in an education setting in a similar and relevant classification, the employee shall be placed at the first step of the new range.

**7.5.2.4** An existing employee's first date of service in a newly obtained position must be on or before the first scheduled workday in January of their first fiscal year in that position, as designated on the work year calendar established for that position, in order to advance to the next step of the salary schedule the following fiscal year.

## **7.6 Salary Schedule Advancement**

Following initial placement on the salary schedule within Steps 1-7 for a particular classification, an employee shall advance one step for each year served in that classification, up through Step 7, as prescribed by this Article.

## **7.7 Longevity**

**7.7.1** On the salary schedule, longevity increments shall be as follows: Thirty-five cents (\$.35) an hour shall be added to the employee's hourly rate of pay beginning the tenth (10<sup>th</sup>) year of employment with the District. An additional fifty cents (\$.50) per hour shall be added to the basic salary rate of pay beginning the fifteenth (15<sup>th</sup>) year of employment with the District. An additional one dollar (\$1.00) per hour shall be added to the basic salary rate of pay beginning the twentieth (20<sup>th</sup>) year of employment with the District. The total longevity added to an employee's basic salary rate shall be one dollar and eighty-five cents (\$1.85) per hour. For the purposes of this subsection, "year of employment" shall be calculated based on the employee's total number of consecutive years of service with the District as a represented employee in any and all represented position(s) they have held, as clarified by the following subsections.

**7.7.2** In the event of a voluntary demotion, an employee who was already placed on a longevity increment in their preceding higher classification shall be initially placed at that same longevity increment in their new lower classification, and will continue to progress on the salary schedule in their new classification on the basis of their total number of consecutive years of service with the District as a represented employee in any and all represented position(s) they have held.

**7.7.3** An employee's first date of service upon initial employment with the District must be on or before the first scheduled workday in January of their first fiscal year of service, as designated on the work year calendar established for the first represented position that they held upon initial hire as a represented employee, in

order for that year to count towards the calculation of eligibility for longevity increments.

- 7.7.4** In no case shall an employee be placed at a longevity increment that is greater than the employee's total number of consecutive years of service with the District as a represented employee in any and all represented position(s) they have held.

## **7.8 Compensation for an Employee Working Out of Classification**

An employee shall not be required to perform duties not a part of his/her classification(s) during the employee's regular assigned work hours except as provided in this section.

- 7.8.1** "Working out of classification" shall be defined as working during the employee's regular assigned work hours and working in a classification other than the employee's regularly assigned classification(s).
- 7.8.2** An employee who is required to perform duties which are not fixed and prescribed for the position by the governing board, unless the duties reasonably relate to those fixed for the position by the governing board, for any period of time shall have his/her salary adjusted as appropriate for the entire period he/she is required to work out of classification.
- 7.8.3** Bargaining unit members who work in a classification in a higher range other than their contracted classification(s) shall be paid that classification range at the bargaining unit member's step; longevity shall be applied as appropriate. In no case shall an employee who is assigned to work out of classification be paid less than their regular rate of pay for the regularly assigned position in which they would otherwise be working at that time.
- 7.8.4** An overtime rate of pay shall be applied to the extent that an out-of-classification assignment requires the employee to work in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week. Any out-of-classification overtime hours must be preapproved in writing by the immediate supervisor or designee before the overtime hours may be worked.
- 7.8.5** In the event that an employee who is assigned to work out-of-classification is provided the opportunity to work additional hours in that classification beyond the employee's regular assigned work hours, those additional hours shall not be considered "working out of classification". Rather, those additional hours shall be considered "substitute hours," but the employee shall continue to be paid in accordance with the terms of Subsections 7.8.3 and 7.8.4 (above) for those additional hours.

## **7.9 Compensation During Required Training / In-Service Periods**

Any employee who is required to attend training/in-service sessions or otherwise engage in training in order to continue his/her employment in a position shall receive compensation as follows:

- 7.9.1** In-service training occurring during the regular working hours of the unit member shall result in no loss of wages or benefits to the unit member. If the employee is eligible for overtime pay per Section 6.7, he/she shall be paid at the appropriate overtime rate or may be granted compensatory time off in accordance with Section 6.8.
- 7.9.2** The District shall provide release time and pay the costs of training activities specifically approved by the District. District required training provided after the unit member's regular working hours will be compensated at the appropriate rate or be granted compensatory time off in accordance with Section 6.8.
- 7.9.3** Costs incurred under a mandated training program for employee transportation, registration fees, and supplies shall be paid for by the District.
- 7.9.4** The District shall pre-approve and provide the opportunity for the yearly bus driver certificate renewal. Drivers participating in the District renewal program shall be paid at the appropriate rate of pay for all time charged toward renewal of their certificate.

## **7.10 Mileage**

Any employee required to use his/her vehicle on District business shall be reimbursed at the IRS rate for all miles driven. The employee will receive his/her mileage reimbursed separately from his/her payroll warrant. This payment shall be payable through the regular warrant process following submission of the claim on the appropriate District form.

## ARTICLE 8

### **EMPLOYEE EXPENSES AND MATERIALS**

#### **8.1 Uniforms**

The District shall pay the full costs of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, emblems, and cards if required by the District to be worn or used by classified employees.

#### **8.2 Tools, Equipment, and Supplies**

The District agrees to provide all tools, equipment and supplies reasonably necessary to employees for performance of employment duties.

#### **8.3 Safety Equipment**

The District agrees, when necessary, to supply safety equipment or gear to insure the safety of employees and others. An employee will be cited by his/her supervisor if he/she fails to wear or use safety equipment after being directed to do so by said supervisor.

#### **8.4 Physical Examinations**

The District agrees to provide the full cost of any physical examination required as a condition of continued employment.

## ARTICLE 9

### HEALTH AND WELFARE

#### **9.1 Employee Insurance Coverage**

The District will provide each eligible regular classified employee an amount not to exceed the health benefit cap as listed on the salary schedule or a proration thereof, depending on the number of hours worked per week, to implement health benefit programs offered by the District as listed below:

**9.1.1** Medical / Prescription Plan(s)

**9.1.2** Dental Plan(s)

**9.1.3** Vision Plan(s)

**9.1.4** Life, Disability, and/or Accident Insurance Plan(s)

**9.1.5** Cash, which will be prorated on a monthly basis. Cash back benefit dollars for all current employees is frozen at \$4,400 as of June 30, 2005. Those employees receiving cash back may elect to take benefits at the current capped rate, but will not subsequently be able to revert to taking cash back once they have elected to take benefits at the current capped rate. The cash back benefit is not available to employees hired on or after June 30, 2005.

Eligible employee means those employees who are classified as regular employees and serve in a probationary or permanent status with the District.

#### **9.2 Proration of Benefit Cap**

The District will provide each employee with health and welfare benefits based on the hours of work per week as stated in 9.2.1 through 9.2.4. Regular employees employed:

**9.2.1** Less than twenty (20) hours per week are not eligible for benefits.

**9.2.2** At least twenty (20) hours per week shall be eligible for 50% of benefit cap.

**9.2.3** At least twenty five (25) hours per week shall be eligible for 75% of benefit cap.

**9.2.4** Thirty hours or more per week shall be eligible for 100% of benefit cap.

#### **9.3 Dependent Coverage**

Any portion of the allocated funds may be applied to dependent coverage.

#### **9.4 Health Benefit Carriers**

The District shall have the right to change carriers, provided that the benefits are substantially equal and upon thirty (30) days advance notice to CSEA. In the event that there is any question of comparable benefits or other matters, which are believed to be of a substantial nature, CSEA shall have the right to enter into negotiations regarding this change.

#### **9.5 Health Benefits for Retirees**

The District agrees to pay health benefits, except where specifically prohibited by group policy, for those employees who:

- 9.5.1** served the District for twenty (20) consecutive years
- 9.5.2** are eligible to retire with the Public Employees Retirement System (PERS)
- 9.5.3** have submitted letters of resignation and have been accepted by the Governing Board

#### **9.6 Condition Under Which Health Benefits May be Paid Retirees**

- 9.6.1** The plan shall become effective July 1, 1998, upon date of ratification of contract, and shall not be retroactive to include former employees, retired or otherwise.
- 9.6.2** The employee has been an employee of the District for a period of not less than twenty (20) consecutive years in full time paid status (6 hours per day or more). Paid status shall be defined as "hours in paid status" as described in Section 6.13.
- 9.6.3** The eligible employee shall have benefits paid from the point of retirement for a maximum of six (6) years or until age 65, or death, whichever comes first.
- 9.6.4** If the eligible former employee is under 65 years of age and the six (6) year limit has expired, he/she may purchase the health benefit package from the District at his/her own expense until age 65, provided he/she pays the monthly premiums when due. If the monthly premium becomes two (2) months in arrears, the insurance will be cancelled for non-payment.
- 9.6.5** All benefits shall be paid at the same level as provided to the employee at the time of his/her retirement except for any benefit coverage that is or becomes specifically excluded by group policy. If for some reason the insurance program rate becomes higher for retirees than for working employees, the retirees must pay the difference or forfeit the benefit.
- 9.6.6** The retiree will not be entitled to District benefit monies paid in cash.



- 9.6.7** If allowed by SISC & CRSIG, and if determined feasible and not impracticable by the District, the employee may purchase, at his/her own expense, health, vision and/or dental coverage through the plan. Any additional external (to the District) administrative costs for this will be borne by the employee(s) receiving the benefit. The District Office must be notified in writing by April 1 prior to the benefit year (fiscal year) in order for this to become effective. If the option is exercised, written notice must be given to the District prior to April 1, for the employee to be removed.
- 9.6.8** Any retired employee may purchase health, vision and/or dental insurance if allowed by SISC & CRSIG and determined feasible and not impracticable by the District.

## **ARTICLE 10**

### **VACATION**

#### **10.1 Eligibility**

All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis. July 1<sup>st</sup> thru June 30<sup>th</sup>.

#### **10.2 Paid Vacation**

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. When desired by the employee, the earned vacation shall be granted in the fiscal year in which it is earned. Summer vacation requests must be submitted to the district office by May 1. Employees will be apprised of approved summer vacation schedules by May 15. Vacations shall be scheduled by seniority, then approved by the Superintendent or his/her designee at times requested by employees when possible, within the District's work requirements. Please note that one week will be considered "black out" dates prior to the first day of school, as indicated on the Board adopted school calendar.

#### **10.3 Accrual**

Vacation time shall be accrued at the beginning of the fiscal year and earned on a monthly basis in accordance with the following:

Employees shall earn one (1) day of vacation for every month in paid status up to twelve (12) vacation days per fiscal year during the first (1<sup>st</sup>) through fourth (4<sup>th</sup>) fiscal years of employment with the District. A new employee's first date of service must be on or before the first scheduled workday in January of their first fiscal year of service, as designated on the work year calendar for the position in which the employee is being hired, in order for that fiscal year to count towards vacation accumulation credit for the purpose of this calculation. Beginning with the fifth (5<sup>th</sup>) year of employment with the District, employees shall earn 1.25 days of vacation for every month in paid status up to fifteen (15) vacation days per fiscal year. Beginning with the tenth (10<sup>th</sup>) year of employment with the District, employees shall earn 1.5 days of vacation for every month in paid status up to eighteen (18) vacation days per fiscal year. Beginning with the fifteenth (15<sup>th</sup>) year of employment with the District, employees shall earn two (2) days of vacation for every month in paid status up to twenty-four (24) vacation days per fiscal year.

#### **10.4 Vacation Pay**

Pay for vacation days for employees shall be the same as that which an employee would have received had he/she been in working status.

### **10.5 Vacation Pay Upon Termination**

If an employee is terminated and has been granted vacation, which was not earned at the time of termination of his/her services, such vacation credit shall be deducted from the employee's severance check. Upon separation from service, an employee shall be entitled to lump sum compensation for all earned and unused vacation. Employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

### **10.6 Postponement, Interruption or Termination of Vacation**

Employees may postpone, interrupt, or terminate vacation leave in order to begin another type of leave without a return to active service (example: sick leave, bereavement leave, jury duty, etc.) provided the employee supplies to the Superintendent adequate notice and relevant supporting information regarding the basis of such postponement, interruption or termination.

### **10.7 Vacation Carry-Over**

A twelve-month employee who has been employed from one (1) to five (5) years may elect to carry over a maximum of ten (10) days of earned vacation to the following fiscal year. Any twelve-month employee who has been employed from six (6) to fourteen (14) years may elect to carry over a maximum of fifteen (15) days of earned vacation to the following fiscal year. Any twelve-month employee who has been employed fifteen (15) years or more may elect to carryover a maximum of twenty (20) days of earned vacation to the following fiscal year. A twelve-month employee must notify the District by May 1<sup>st</sup> if he/she wishes to carry any vacation over to the next fiscal year. Twelve-month employees may be required by the District to use some or all of their available vacation time in excess of the maximum carry-over during the year in which it was earned. Any vacation time accumulated at the end of the fiscal year in excess of the maximum carry-over will be paid on or before July 31. Vacation time accumulated within the maximum carry-over will not be paid unless the employee has separated from employment with the District.

### **10.8 Holidays**

When a holiday falls during the scheduled vacation of any employee, that holiday shall not be counted against the employee's vacation balance as a vacation day.

## ARTICLE 11

### HOLIDAYS AND MINIMUM DAYS

#### 11.1 Scheduled Holidays

The District agrees to provide employees with the following paid holidays:

- 11.1.1 New Year's Day – January 1
- 11.1.2 Martin Luther King Day – Third (3<sup>rd</sup>) Monday in January
- 11.1.3 Lincoln Day – February 12
- 11.1.4 President's Day – Third (3<sup>rd</sup>) Monday in February
- 11.1.5 The Friday preceding Easter, also known as "Good Friday"
- 11.1.6 Memorial Day – Last Monday in May
- 11.1.7 Independence Day – July 4\*
- 11.1.8 Labor Day – First (1<sup>st</sup>) Monday in September
- 11.1.9 Veteran's Day – November 11
- 11.1.10 Thanksgiving Day – The Thursday proclaimed by the President in November
- 11.1.11 Day After Thanksgiving – Friday following Thanksgiving
- 11.1.12 Christmas Eve – December 24\*
- 11.1.13 Christmas Day – December 25
- 11.1.14 New Year's Eve – December 31\*

\* Independence Day, Christmas Eve Day and New Year's Eve Day will be paid only for twelve (12) month employees who normally work during this time.

#### 11.2 Additional Holidays

All days appointed by the President or Governor for a public fast, Thanksgiving, or holiday, or designated by the District as a holiday, shall be a paid holiday unless it is a limited holiday on which schools are not required to close.

**11.3 Holidays on Saturday or Sunday**

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

**11.4 Holiday Eligibility**

Except as otherwise provided in this Article, an employee must be in paid status on the workday immediately preceding or succeeding the holiday in order to be paid for that holiday.

**11.5 Minimum Days**

On student minimum days, night custodians will work from 1:00 p.m. to 9:00 p.m. unless there is a special event that requires their regular schedule.

## ARTICLE 12

### LEAVES OF ABSENCE

#### 12.1 Sick Leave

- 12.1.1** A person employed twelve (12) months per year shall be granted twelve (12) days per year of leave of absence for illness, quarantine, or injury, exclusive of all days he/she is not required to render service to the District. An employee who is employed for less than a full fiscal year of service is entitled to that proportion of twelve (12) days of leave of absence for illness, quarantine, or injury as the number of months he/she is employed bears to twelve (12). For example, an employee contracted for eleven (11) months of employment shall be granted eleven (11) days per year of leave for illness, quarantine, or injury, and an employee contracted for ten (10) months of employment shall be granted ten (10) days per year of leave for illness, quarantine, or injury.
- 12.1.2** At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be accrued to each employee. Sick leave need not be earned prior to taking such leave, and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days of sick leave until the first day of the calendar month after completion of six (6) months of service with the District. Employees whose employment with the District is terminated and have used more sick leave than they have earned at the time of termination shall have those unearned days deducted from their final check.
- 12.1.3** Inability to work due to pregnancy shall be treated as an illness for purposes of sick leave.
- 12.1.4** If an employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- 12.1.5** The employee may convert unused sick leave to retirement credit in accordance with Government Code Section 30862.5 or its successor, if the employee is filing a request for retirement with the Public Employee Retirement System (PERS).
- 12.1.6 Expanded Sick Leave:** For the purpose of attending to the illness of a child, parent, spouse or registered domestic partner, an employee may use up to one-half (1/2) of his/her total accrued sick leave in the current year.
- 12.1.7** A written physician verification shall be required, upon return to work, if an employee is absent for five (5) or more consecutive workdays.

#### 12.2 Extended Illness Leave

When an employee is absent from his/her duties on account of employee illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the

course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed or be less than fifty percent (50%) of his or her regular pay pursuant to Education Code Section 45196.

In order to receive extended illness leave, the employee must provide to the district office written verification of the illness or accident from a physician or licensed medical practitioner within three business days after returning to work, or within ten business days after the beginning of the absence if the absence is one week or longer.

### **12.3 Additional Leave for Non-Industrial Accident or Illness**

An employee who exhausted all entitlement to sick leave, compensatory time off, vacation, or other available paid leave may be granted additional leave as found in Education Code Section 45195 or its successor.

### **12.4 Industrial Accident or Illness Leave**

**12.4.1** The District shall provide for sixty (60) workdays of industrial accident or illness leave with pay and benefits for employees.

**12.4.2** An employee shall be entitled to an industrial accident or illness leave up to sixty (60) workdays in any one (1) fiscal year for the same accident or illness. This leave shall commence on the first (1<sup>st</sup>) day of absence and shall not be accumulated from year to year. When an industrial accident or illness occurs at a time when the sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

**12.4.3** Only absences which are supported by a doctor's certificate and have been verified by the District's insurance carrier to be the result of a work-connected injury or illness can be paid under the occupational leave policy. Any absence, which cannot be so verified, shall be charged against the employee's personal illness leave or other appropriate leave, or salary will be deducted.

**12.4.4** Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of the State, exceed the normal wage for the day.

**12.4.5** The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave will be used. If, however, an employee is still receiving temporary disability payment under the Workers' Compensation laws of the State at the time of exhaustion of benefits under this Article, he/she shall be entitled to use only so much of his/her accumulated and available normal sick and vacation leave which

when added to Workers' Compensation award, provides for a day's pay at the regular rate of pay.

- 12.4.6** Any time an employee on industrial accident leave or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.
- 12.4.7** When all available leave of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months.
- 12.4.8** When available during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates, except for a reemployment list established because of lack of work or funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.
- 12.4.9** An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment in accordance with 12.4.8, shall be removed from the reemployment list provided the employee has been offered an assignment which is exactly the same number of hours per day and days per year as the employee's former position.
- 12.4.10** An employee, while receiving occupational leave benefits, must remain within the State of California unless the Governing Board authorizes travel outside the State.
- 12.4.11** Injuries shall be reported within twenty-four (24) hours to the Superintendent or his/her designee on forms provided for this purpose. Serious accidents or accidents requiring immediate hospitalization should be reported immediately by telephone to the Superintendent or his/her designee.

## **12.5 Personal Necessity Leave**

- 12.5.1** An employee may use up to seven (7) days of his/her available sick leave per school year for personal necessity leave.
- 12.5.2** Personal necessity leave is applicable when the immediate presence of the employee is required or when matters of pressing importance arise which cannot be conducted outside of school or working hours.
- 12.5.3** Personal necessity leave may not be taken for vacation, recreation, outside employment, or work slowdown or stoppage (concerted activities).
- 12.5.4** Employees shall complete a District absence request form specifying the reason for



the absence and submit it to their immediate supervisor for approval and signature no later than 8:00 a.m. one (1) business day prior to using personal necessity leave, except if the leave falls under areas enumerated in 12.5.6 below. In those instances, employees will complete the District absence request form the same day they return to work and submit it to their immediate supervisor for approval and signature.

**12.5.5** In the event of an emergency in which the required advance written notice was not possible, the immediate supervisor may use administrative discretion when deemed appropriate to approve a request for personal necessity leave with less than the otherwise required advance written notice.

**12.5.6** Prior approval is not needed when:

**12.5.6.1** The death of a member of his/her immediate family, as defined in 12.7, occurs and when additional leave is required beyond the provisions of bereavement leave.

**12.5.6.2** An accident, involving his/her person, or property of the person, or property of a member of his/her immediate family occurs as defined in 12.7.

## **12.6 Discretionary Leave**

Except for work slowdown, stoppage, or any other concerted activities, or for outside employment, an employee may use up to four (4) days of personal necessity leave per school year at his/her discretion, meaning that the employee will not be required to state the reason for the absence. Discretionary leave is a form of personal necessity leave.

An employee shall earn one (1) additional day of discretionary leave (for a total of five (5) days of discretionary leave) in a given school year if, in the previous school year, that employee used a total of 40% or less of their accrued sick leave for that school year for any purpose, and if the employee did not incur any personal leave during that school year.

Under no circumstances shall any discretionary leave carry over from one school year to the next. Discretionary leave must be used in the school year in which it was accrued or earned.

The employee shall complete a District absence request form and submit it to his/her immediate supervisor for approval and signature no later than 8:00 a.m. one (1) business day prior to using discretionary leave. Discretionary leave may not be taken on any of the following days:

- The day before the first day of school
- The first day of school
- The day of a graduation or promotion ceremony
- The last day of school
- The day of any scheduled training or in-service

## **12.7 Bereavement Leave**

An employee shall be entitled to paid bereavement leave, not to exceed five (5) days for the death of a parent, spouse or child. An employee shall be entitled to up to three (3) days of paid bereavement leave for the death of a member of the family, or five (5) days if out-of-state travel is required. Members of the family, as used in this paragraph, means: grandmother, grandfather, or a grandchild of the employee, or the mother, father, child, grandmother, grandfather, or a grandchild of the spouse of the employee, and the son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, aunt, and uncle of the employee, or a person who was, at the time of death, a permanent member of the employee's household. Bereavement leave must be taken within six (6) months of the death of the family member.

## **12.8 Jury Duty**

An employee shall be entitled to leave without loss of pay for time the employee is required to perform jury duty and the employee has supplied the appropriate District form. The District shall pay the employee his/her regular salary, subject to the forfeiture of jury duty allowance, excluding meals, mileage, and/or parking allowances. Any day during which an employee is required to serve all or part of that day on jury duty shall be relieved from work with pay as specified below.

**12.8.1** If required to appear in the morning, the employee does not have to report to work prior to appearing at jury duty. If the employee is not required to appear until the afternoon session, the employee will work their scheduled morning shift(s) until noon, or until his/her scheduled morning shift(s) is/are completed.

**12.8.2** If the employee is released from jury duty prior to the end of their scheduled work shift(s), the employee must then return to work provided that it is possible to do so at least one (1) hour before the end of their scheduled work shift(s). This applies to all employees, including those who work in the evenings.

**12.8.3** The employee must provide the District with a copy of the summons a minimum of one (1) week prior to the date the employee is scheduled to appear for jury duty.

## **12.9 Military Leave**

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

## **12.10 Judicial Leave**

The District will grant a paid leave of absence to employees under subpoena to appear as a witness in court other than as a litigant or to respond to an official order or subpoena from another jurisdiction or administrative agency. Said employee will show his/her immediate supervisor the official document prior to commencing the leave.

### **12.11 Personal Leave**

An employee absence that is not provided for under any type of valid paid leave will be designated as personal leave. Personal leave may be requested by an employee in advance, and may be granted at the District's discretion. Personal leave is unpaid leave that results in a full payroll deduction for the duration of the affected absence and is deducted from the employee's service credit towards retirement.

### **12.12 Other Leaves of Absence**

The Governing Board may grant leaves of absence, with or without pay, to persons employed in the classified service of the District. While on such leave, an employee may not engage in other employment outside the District.

### **12.13 No Break in Service**

No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

### **12.14 Catastrophic Leave**

Employees may voluntarily donate up to three (3) days of sick leave to an individual who has exhausted all sick leave, industrial accident and illness leave, vacation and other paid leaves due to a long-term illness or injury. For the purposes of this section, one "day" of donated sick leave shall be equal to the total number of hours per day that the receiving employee is contracted to work. Employees may donate any amount of sick leave, in quarter-hour increments, up to the maximum specified in this section.

### **12.15 Family Care and Medical Leave**

**12.15.1** Pursuant to the provisions of Government Code section 12945.2, an employee with more than twelve (12) months of service with the District, and has actually worked (not counting paid or unpaid leave) at least 1,250 hours of service for the District during the immediate previous rolling one (1) year period, has the right to request unpaid leave of absence for up to twelve (12) workweeks within a rolling 12-month period for the purpose of caring for a new baby, a newly adopted baby, or a newly placed foster child (parental leave), or for a child, spouse, or parent with a serious health condition. Using a rolling 12-month period means that the District looks back twelve (12) months from the date the employee begins or requests to begin the family care and medical leave of absence.

Extended sick leave taken for the purpose of the employee's own serious health condition, other than for pregnancy disability, shall be designated as family care

and medical leave. Sick leave taken for purposes of pregnancy, childbirth, or recovery from childbirth is a separate entitlement and shall not be counted as family care and medical leave. Family care and medical leave provided pursuant to this article constitutes the leave rights enumerated in the federal Family and Medical Leave Act of 1993 ("FMLA") and California Family Rights Act of 1991 ("CFRA").

- 12.15.2** There is no carry-over of unused family care and medical leave similar to the accumulation of paid sick leave; however, the employee shall retain the right to use family care and medical leave of up to twelve (12) workweeks at any time the employee has not used all of the twelve (12) workweeks within the preceding twelve (12) months. For example, if in the preceding twelve (12) months the employee has used no family care and medical leave, the employee may use up to twelve (12) workweeks; but if in the preceding twelve (12) months the employee has used four (4) workweeks of family care and medical leave, the employee shall have the right to use up to eight (8) more workweeks.
- 12.15.3** For the purposes of this article, the following definitions shall apply. "Parent" shall mean a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" shall mean a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis, who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.
- 12.15.4** If both parents of a child are employees of the District and are entitled to family care and medical leave, the maximum family care and medical leave that can be taken between the two parents for parenting in connection with the birth, adoption, or foster care of a child (parental leave) is a period of twelve (12) workweeks pursuant to Government Code section 12945.2(q).
- 12.15.5** The employee shall provide reasonable advance written notice to the District of the need for family care and medical leave, the date the leave will commence, and the estimated duration of the leave. If the need for this leave becomes known more than thirty (30) days prior to the date the leave is to begin, the employee must provide at least thirty (30) days advance written notice.
- 12.15.6** If verification is required by the District to validate the serious illness of the child, spouse, parent, or employee, the District may accept written medical verification by the treating physician or licensed medical practitioner. The District shall not require that the nature of the health condition be disclosed for the purposes of granting family care and medical leave.
- 12.15.7** Family care and medical leave is an unpaid leave of absence except for days which run concurrently with paid leave. A bargaining unit member may use any available and applicable sick leave, vacation, extended illness leave, pregnancy leave, and/or compensatory leave, for the purpose of remaining in paid status during the twelve (12) workweeks of family care and medical leave.

- 12.15.8** Health insurance coverage shall be maintained and paid for by the District at the employee's existing level of coverage for the duration of the leave not to exceed twelve (12) workweeks in a rolling 12-month period if the employee receives health insurance coverage from the District. The District may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the employee. The employee remains liable for such premiums paid by the District if he or she fails to return to work when able to do so.
- 12.15.9** Family care and medical leave shall run concurrently with other leaves provided by this Agreement, except that unpaid leave pursuant to this article and the California Family Rights Act will not run concurrently with paid or unpaid leave for pregnancy disability.
- 12.15.10** The intent of this section is to comply with the mandatory provisions of Government Code section 12945.2. In the event of any inconsistency between this section and the mandatory provisions of Government Code section 12945.2 or its successor, or in the event that the mandatory provisions of Government Code section 12945.2 or its successor are substantively altered by the legislature, by court action, or by any other legal means, the mandatory provisions of Government Code section 12945.2 or its successor shall supersede the provisions of this section.

## **12.16 Parental Bonding Leave**

- 12.16.1** Pursuant to the provisions of Education Code section 45196.1, an employee with more than twelve (12) months of service with the District is eligible for parental bonding leave for the reason of the birth of a child of the employee, or the placement of a child with the employee in connection with adoption or foster care of the child by the employee. A maximum period of twelve (12) workweeks of parental bonding leave may be taken by an employee within a rolling 12-month period. Using a rolling 12-month period means that the District looks back twelve (12) months from the date the employee begins or requests to begin the parental bonding leave of absence. If both parents of a child are employees of the District and are entitled to parental bonding leave, the maximum parental bonding leave that can be taken between the two parents is a period of twelve (12) workweeks pursuant to Government Code section 12945.2(q).
- 12.16.2** An employee shall use available sick leave, including accumulated sick leave, for parental bonding leave. When the employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental bonding leave, the employee shall be compensated at no less than 50 percent (50%) of the employee's regular salary for the remaining portion of parental bonding leave.

**12.16.3** Parental bonding leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12.15 (Family Care and Medical Leave) of this collective bargaining agreement. The aggregate amount of parental leave taken pursuant to this section and Section 12.15 (Family Care and Medical Leave) shall not exceed twelve (12) workweeks within a rolling 12-month period.

**12.16.4** The intent of this section is to comply with the mandatory provisions of Education Code section 45196.1. In the event of any inconsistency between this section and the mandatory provisions of Government Code section 45196.1 or its successor, or in the event that the mandatory provisions of Education Code section 45196.1 or its successor are substantively altered by the legislature, by court action, or by any other legal means, the mandatory provisions of Education Code section 45196.1 or its successor shall supersede the provisions of this section.

## **12.17 Association Business Leave**

The Chapter President or his/her designee will be allowed up to a total of two (2) days of leave annually at no loss of salary or other benefits for Association business. Association business leave shall not be used for concerted activities, and the release date(s) for Association business leave will require prior approval from the Superintendent or his/her designee. The District will pay the cost of any substitute classified employee that may be needed as a result of this leave, and any usage of this leave shall be in half day or full day increments.

## ARTICLE 13

### TRANSFERS AND VACANCIES

#### **13.1 First Consideration**

Bargaining unit members shall be given first consideration in filling any bargaining unit vacancy within the District providing the bargaining unit member possesses at least equal qualifications to any non-bargaining unit applicant(s). If a bargaining unit member and an outside applicant for a position are equally qualified, the bargaining unit member shall be given preference for the position. If more than one bargaining unit member applies for a vacant position, seniority shall be given consideration.

#### **13.2 Posting of Notice**

Notice of all vacancies shall be posted on an electronic job posting venue and sent to all classified employees' District email accounts. If a classified employee does not have a District email account, the notice shall be provided to them on paper. The job vacancy notice shall remain posted for a period of at least five (5) full business days. Any employee on layoff while the position is posted shall be mailed a copy of the notice to his/her address on file with the District.

#### **13.3 Application for Vacancy**

Any employee may apply for the vacancy by submitting written notice to the District on the appropriate form within the application period. Any employee absent for any reason may authorize in writing his/her Job Steward to apply on the employee's behalf.

#### **13.4 Medical Transfers**

The District may give alternative work to an employee who is qualified to do the work, and who has become medically unable to satisfactorily perform his/her regular job class duties. The alternative work may constitute promotion, demotion, or lateral transfer to a related class. Justification for a medical transfer must be verified by a written statement from the employee's doctor.

#### **13.5 Interview Panel Representative**

CSEA shall choose a representative to sit on all interview panels convened for the purpose of hiring someone to fill a CSEA bargaining unit position.

#### **13.6 Assignment of Work**

The District agrees not to assign classified work to certificated employees.

## **ARTICLE 14**

### **SAFETY**

#### **14.1 District Compliance**

The District shall conform to and comply with health, safety, and sanitation requirements imposed by state and federal law or regulations adopted under state or federal law.

#### **14.2 No employee shall be subject to working conditions that adversely affect his/her health.**

#### **14.3 No Adverse Action**

The District shall take no adverse action against any employee as a result of his/her reporting any condition believed to be a violation of Section 14.1 or 14.2.



## ARTICLE 15

### LAYOFF AND REEMPLOYMENT

#### **15.1 Reason for Layoff**

Layoff is the elimination of a position or the reduction of hours, and shall occur for lack of work or lack of funds.

#### **15.2 Notice of Layoff**

**15.2.1** An employee may be subject to layoff or a lack of work or a lack of funds. Reduction in hours shall be viewed as a layoff. An employee subject to layoff shall be provided notice prior to the impending layoff as required by Education Code 45117. In the case of a March 15<sup>th</sup> layoff, the District shall notify CSEA by March 1 of the initial list of classifications to be laid off.

**15.2.2** Pursuant to Education Code section 45117(g), when, as a result of the expiration of a specially funded program, classified positions must be eliminated and employees will be subject to layoff, the employees to be laid off at the end of such school year shall be given written notice not less than sixty (60) days prior to the effective day of their layoff.

**15.2.3** Pursuant to Education Code section 45117(d), during the time period between five (5) days after the enactment of an annual Budget Act and August 15 of the fiscal year to which that Budget Act applies, if the Board of Trustees determines that the District's total local control funding formula apportionment per unit of average daily attendance for the fiscal year of that Budget Act has not increased by at least two percent (2%), and if the Board of Trustees determines it is therefore necessary to decrease the number of classified employees of the District due to lack of work or lack of funds, the Board of Trustees may issue a Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing to be adopted by the Board of Trustees.

**15.2.4** CSEA shall be given written notice of the intent to layoff at least ten (10) business days prior to any Board meeting at which action will be taken.

#### **15.3 Order of Layoff**

Seniority shall be determined by date of hire.

Whenever a classified employee is laid off, the order of layoff within the class shall be determined by date of hire. The employee who has the least seniority in the classification, including service in higher classifications, shall be laid off first. Reemployment shall be in the reverse order of layoff.

Date of hire shall be based on the employee's hire date in the classification, plus higher classifications.

#### **15.4 Displacement Rights**

An employee laid off from his/her present classification may bump into the next equal or lower classification in which the employee has the earlier date of hire and has served in the equal or lower classification as defined in 15.3. The employee may continue to bump into equal or lower classifications to avoid layoff if the employee has served in the equal or lower classification and has an earlier date of hire than existing employees.

#### **15.5 Layoff in Lieu of Using Displacement Rights**

An employee who elects a layoff in lieu of using displacement rights maintains his/her reemployment rights under this Agreement.

#### **15.6 Equal Seniority**

If two (2) or more employees subject to layoff have equal classification and date of hire, the determination as to who shall be laid off will be made on the basis of earliest hire date, and if that be equal, the determination shall be made by lot.

#### **15.7 Reemployment Rights**

Laid off persons are eligible for reemployment in the classification from which they are laid off for a thirty-nine (39) month period and shall be offered reemployment in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment in their classification. In addition, they shall have the right to apply for promotional positions and vacancies within the application period specified in Article 13 of this Agreement. An employee on a reemployment list shall be notified of promotional and vacancy opportunities in accordance with the provisions of 13.2. Employees shall be dropped from the reemployment list if they refuse three (3) offers of reemployment for the hours worked at the time of layoff.

#### **15.8 Voluntary Demotions or Voluntary Reduction in Hours**

An employee has a right to his/her regularly assigned time and shall not have it involuntarily reduced except through the layoff process. Employees who take voluntary demotions or voluntary reduction of assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former classification, or to present/former positions with increased assigned time as vacancies become available, for a period of five (5) years and three (3) months, except that they shall be ranked in accordance with their length of service on any valid reemployment list.

### **15.9 Retirement in Lieu of Layoff**

Any employee who was subject to being, or was in fact, laid off and who is qualified for and who elected service retirement from the Public Employees' Retirement System (PERS) shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of Public Employees' Retirement System (PERS) of the fact the retirement was due to layoff. If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy, but fill it on a temporary basis until the Board of Administration of the Public Employees' Retirement System (PERS) has properly processed his/her request for reinstatement from retirement.

### **15.10 Length of Service Roster**

The seniority list shall be provided annually, no later than November 1<sup>st</sup>, to the Chapter President/designee; it shall include all classifications in which each classified employee has worked with the date of hire specified for each such classification.

### **15.11 Notification of Reemployment Opening**

Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District.

### **15.12 Reemployment in Highest Class**

Employees shall be reemployed in the highest available rated job classification that they were laid off from in accordance with their classification date of hire. Any employee who accepts a position lower than his/her highest former classification shall retain his/her original reemployment rights to the higher paid position for the remainder of the thirty-nine (39) month period and an additional twenty-four (24) month period in accordance with Education Code 45298.

### **15.13 Volunteers**

In accordance with EC 35021(b), the District will not abolish any of its classified positions and utilize volunteer aides in lieu of classified employees who are laid off as a result of the abolition of a position.

## ARTICLE 16

### **DISCIPLINARY ACTION**

#### **16.1 Disciplinary Action**

Disciplinary action shall be imposed on permanent employees only for just cause. Disciplinary action includes, but is not limited to dismissal, demotion, suspension, loss of pay, reduction in hours or class, or reassignment without the employee's written consent. Disciplinary action under this Article does not include administrative leave with pay, formal or informal reprimands or release of probationary employees.

#### **16.2 Just Cause**

Just cause is defined as any reason or combination of reasons as follows:

##### **16.2.1 Critical Situation Reasons**

**16.2.1.1** Dishonesty.

**16.2.1.2** Gross insubordination or gross negligence.

**16.2.1.3** Use or possession on duty of alcohol or illegal drugs as defined by law or any mandatory suspension reason specified in the Education Code.

**16.2.1.4** Conviction of a felony or any crime involving moral turpitude.

**16.2.1.5** Any other reason determined by the employer that is judged to cause a potential clear and present danger to the safety and health of students and/or employees.

##### **16.2.2 Non-Critical Situation Reasons**

**16.2.2.1** Incompetence.

**16.2.2.2** Unsatisfactory ratings or documentation of derogatory information concerning any factor or combination of factors on the Employee's Evaluation Report.

**16.2.2.3** Insubordination or negligence.

**16.2.2.4** Violation of local, state, or federal laws which result in cancellation of licenses required for assigned duty.

**16.2.2.5** Unexcused absences, tardiness, abuse of sick leave, or absence without notification, or abuse of unauthorized overtime.

**16.2.2.6** Physical or mental inability to perform the duties of the position as determined by a qualified physician.

**16.3 Non-Critical Situations**

In non-critical situations, an employee whose work or conduct is of such nature as to possibly incur disciplinary action, said employee shall first be warned orally by the supervisor. The employee may have a CSEA representative present at such meeting. The supervisor may confirm the substance of said meeting by written memo to those attending the meeting. For a second offense, the employee shall be warned in writing by the supervisor. The supervisor shall give no less than ten (10) working days to permit the employee to correct the deficiency without disciplinary action. At least one (1) written warning shall be given before disciplinary action is imposed.

**16.4 Procedure for Disciplinary Action**

**16.4.1** The employee shall be notified by written notice when disciplinary action is planned. Such notice shall describe the specific cause or causes for the planned disciplinary action and shall include dates, approximate times, and the general location where the chargeable cause or causes occurred. The proposed disciplinary actions shall also be stated. All information and documents upon which the disciplinary action is based shall also be included. The written notice shall personally be served on the employee or mailed to the employee via certified mail.

**16.4.2** The written notice shall include a statement of the employee's right to a hearing, the time within which such a hearing may be requested, which shall be between five (5) days and fifteen (15) days, and a form, the signing and filing of which shall constitute a demand for a hearing and a denial of charges.

**16.4.3** If the employee does not respond within the state time limit for requesting a hearing, the stated intended action may be imposed.

**16.4.4** Upon receipt of a Denial and Request for a Hearing, the District will arrange for a hearing before the Board of Education. The hearing date will be scheduled between five (5) days and fifteen (15) days from the date of the receipt of the request. The Board shall render judgment to affirm, dismiss the charge or charges, or modify the disciplinary action proposed.

**16.4.5** The employee must appear in person and may be represented by counsel or representation.

**16.4.6** All hearings shall be conducted in Executive Session unless the employee specifically requested a public hearing in writing. The Superintendent reserves the right to have the Board of Education hearing presided over by an impartial person trained to conduct administrative hearings.

**16.4.7** The decision of the Board of Education shall be final.

**16.4.8** Any disciplinary action shall be subject to the grievance procedure on procedural grounds only.

**16.4.9** Time limits stated may be extended upon mutual agreement by the District and CSEA.

## **16.5 Limitations**

No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of filing of the Notice of Intended Disciplinary Action unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

## **16.6 Suspension**

If the employee's presence would, in the judgment of the responsible administrator, constitute a potential clear and present danger to employees, students, or the public served, the employee may immediately be suspended with or without pay pending the initiation of disciplinary action or completion of a hearing requested by the charged employee.

## ARTICLE 17

### GRIEVANCE PROCEDURE

#### 17.1 Definition

A grievance is defined as any complaint of an employee, involving the interpretation, application, or alleged violation of this Agreement.

#### 17.2 General Provisions

- 17.2.1 Any employee may at any time present grievances to his/her employer, and have such grievance addressed, without the intervention of the exclusive representative, and the resolution is not inconsistent with the terms of a written agreement then in effect.
- 17.2.2 If any grievance meeting or hearing is scheduled during the school day, any employee required by either party to participate as a witness, grievant, or a grievant's representative in such a meeting or hearing shall be released from regular duties without loss of pay for a reasonable time.
- 17.2.3 The grievant has the right to have CSEA representation at any step of the grievance procedure, or elect in writing to represent himself/herself rather than have CSEA provide representation.
- 17.2.4 CSEA may initiate a grievance on behalf of a group of employees with the same problem.
- 17.2.5 It is the intent of the parties to equitably resolve grievances at the lowest possible level. All efforts will be made to settle the grievance informally at the initial step of the grievance procedure.

#### 17.3 Grievance Procedure

Grievance shall be handled in the following manner:

##### 17.3.1 Step One - Informal

A grievant may present directly or through his/her Job Steward, his/her grievance to his/her immediate supervisor within sixty (60) business days after the grievant knew of the act or condition upon which the grievance is based. The grievance shall be submitted orally. The grievant must state he/she is initiating a grievance at this level. If not resolved, the immediate supervisor shall respond to the grievant in writing within ten (10) business days of the informal grievance meeting. If the grievance is not satisfactorily resolved informally, the grievance may proceed to Step Two.

### **17.3.2 Step Two - Formal**

Within ten (10) business days after receipt of the immediate supervisor's response at Step One, a grievant may present directly or through his/her Job Steward his/her grievance to the Superintendent in writing. The Superintendent shall respond in writing within ten (10) business days after the submission of the grievance. Either party may request a conference with the other party.

### **17.3.3 Step Three - Arbitration**

If the grievance is not resolved in Step Two, CSEA may request in writing a hearing before an arbitrator. The written request shall be filed with the Superintendent within ten (10) business days after receipt of the written decision of the Superintendent or their designee at Step Two.

Within ten (10) business days after the District receives written notice of the Association's intention to proceed to arbitration, the Association and the District shall attempt to mutually agree upon an arbitrator.

If no agreement is reached upon the selection of an arbitrator within the above ten (10) business days, the Association shall notify the state Mediation and Conciliation Service with a demand for arbitration within twenty (20) business days of non-agreement. In the event that the Association does not file the demand within the time provided, the District may file the demand for arbitration. The arbitrator shall be selected from the list(s) provided from the California State Mediation and Conciliation Service by striking names alternately until only one name remains. The party who strikes the first name shall be determined by a flip on a coin.

The arbitrator shall have the usual and customary powers of an arbitrator however, the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement or Board policy or regulation.

All matters of arbitrability shall be submitted to the arbitrator in the first instance. If the District and Association mutually agree, the arbitration may be conducted under the American Arbitration Association's rules providing for expedited arbitration.

CSEA will be responsible for payment for the cost of preparing its case. The District will be responsible for payment for the cost of preparing its case. CSEA and the District will share equally the payment of other costs, including payment for the services and expenses of the arbitrator and a court reporter if desired by either party.

The arbitrator's decision shall be rendered within thirty (30) calendar days of the hearing and provided to CSEA and the District. The Board of Trustees may adopt the arbitrator's decision in whole or in part, render their own decision without a rehearing, or hear the case de novo within thirty (30) business days of their receipt of the arbitrator's decision. The Board of Trustees decision concerning the grievance shall be final and binding on all parties.



#### **17.4 Time Limits**

Any classified employee who fails to comply with the established time limits stated in 17.3.1, 17.3.2 and 17.3.3 will forfeit all rights to the application of the grievance procedure for the alleged violation. Time limits may be extended by mutual agreement of the parties set forth in writing. If the District fails to respond at any level of the grievance procedure when required to do so, the grievance shall automatically be moved forward to the next step of the grievance procedure without any further action on the part of the grievant and/or CSEA.

## ARTICLE 18

### PROFESSIONAL GROWTH PROGRAM

#### **18.1 Professional Growth Program**

The Professional Growth Program is designed to encourage employees to further their education and training in order to be more productive employees of the District.

- 18.1.1** All permanent full-time employees are eligible to participate in this program.
- 18.1.2** A Professional Growth Committee shall be established consisting of the Superintendent, or designee, two (2) members of the bargaining unit, and one (1) confidential employee. The members of the bargaining unit shall be chosen by CSEA; the Superintendent shall designate the confidential employee.
- 18.1.3** The Committee may determine if specific programs, (workshops, college courses, conference, etc.) qualify for credit and determine the amount of credit to be awarded. (The credit may be prorated). The employee must submit a request for course work credit to the Superintendent prior to taking the course. Approval must be obtained ten (10) days before enrolling in the class.
- 18.1.4** Eligible employees may earn a professional growth “award” by taking courses that are directly job related. Such programs must be at least fifteen (15) hours in duration to be comparable to one (1) unit of college level semester credit. A minimum of twelve (12) semester units must be completed. A grade of “C” or better, or a “P” as in a “pass-fail” course is required.
- 18.1.5** Any combination of the above programs (college courses, workshops, conferences, etc.) may equal twelve (12) units.
- 18.1.6** All course work completed and grade level earned must be verified by official transcript and submitted to the District within sixty (60) days after completion of the course. Verification shall be the employee’s responsibility.
- 18.1.7** Each employee will be responsible for obtaining verification of attendance to the programs on a District form.
- 18.1.8** Units may not be earned for District in-services, conference, etc., during normal workday hours or at any other time the employee is being paid or compensated in any form by the District.
- 18.1.9** Employees may earn a maximum of four (4) awards. A minimum of two (2) years must elapse between receipts of each award.

- 18.1.10** Awards shall be given only upon commencement of each fiscal year; no prorating or retroactivity shall apply. Upon completion of all twelve (12) units of credit, and proper verification, the award shall be granted beginning with the subsequent fiscal year.
- 18.1.11** Employees shall be paid for each award earned. The payment shall be four (4%) percent of the employee's current annual rate of pay on the salary schedule. Method of payment shall be prorated monthly for the fiscal year.
- 18.1.12** Criteria, request forms, and procedures not detailed in this Agreement shall be at the discretion of the Superintendent.

## ARTICLE 19

### **RE-NEGOTIATIONS**

#### **19.1 Re-Negotiations**

Either party to this Agreement may, ninety (90) days prior to the expiration date of this Agreement, notify the other party of its desire to change, amend, or terminate this Agreement.

#### **19.2 Re-Opener**

This Agreement shall be reopened during its three (3) year term: (1) by mutual agreement of both parties, (2) to negotiate salary and benefits each year, and (3) to negotiate any two (2) Articles selected by either party to this Agreement.

## **ARTICLE 20**

### **EMPLOYEE TESTING REQUIREMENTS**

#### **20.1 Classified Employment Testing Requirements**

All initial hires in classified CSEA service may be required to pass a District developed proficiency test related to their job classification.

#### **20.2 Any new position for instructional aides will be required to meet the following criteria in accordance with NCLB (No Child Left Behind) provisions:**

**20.2.1** Completed forty-eight (48) units of study in an institution of higher learning; or

**20.2.2** Obtained an associate of arts degree or higher; or

**20.2.3** Passed a state approved test and demonstrated the ability to assist with instruction.

#### **20.3 All paraprofessionals hired prior to January 1, 2003 that have met the District's requirements and might be required to work with Title I students or in Title I funded programs are deemed qualified and grand-fathered per the provisions of the Ed Code Section 45330 (i) and no further testing will be required.**

#### **20.4 All other CSEA represented classifications of the District hired prior to January 1, 2003 that have met the District's requirements similar to those for District paraprofessionals and that may be required to work with Title I students or in Title I funded programs are also deemed qualified and grand-fathered per the provisions of the Ed Code Section 45330 (i) and no further testing shall be required.**

#### **20.5 In addition, the parties agree that the current assessment for prospective employees (as of December 3, 2004) meets the standards set forth in the Ed Code 45330 (c) (3).**

## ARTICLE 21

### TRANSPORTATION

#### **21.1 Licenses and Certificates**

Bus drivers shall be responsible to maintain and have in their possession when driving, a valid Class A or B driver's license; a School Bus Driver's Certificate, and a valid Standard Red Cross First Aid Certificate or certificate issued by exam administered by the California Highway Patrol. If the Class A or B driver's license or certificates are allowed to expire, the employee shall be suspended without pay from duty until such time the license(s) or certificates are renewed.

Training activities shall be used toward renewal of license. The bus driver-trainer shall record attendance on the training record form. The cost of the Driver's Certificate through the California Highway Patrol, and the cost of the Department of Motor Vehicles license shall be reimbursable to the bus driver by the District, with the exception of the cost of original testing and documents, retesting costs following failed tests, and replacement costs for lost documents.

#### **21.2 Medical Card**

Bus drivers shall evidence a valid medical card indicating that they have successfully completed the medical exam necessary to attain and maintain their bus license(s). If the medical card expires, the employee shall be suspended without pay from duty until such time as the medical card is renewed. The cost of the medical exam shall be the responsibility of the District.

#### **21.3 Insurance**

Bus drivers shall be insurable and maintain insurability at regular and normal premium rates with the District's insurance carrier. If the bus driver is not insurable or able to maintain insurability at the regular and normal premium rates with the District's insurance carrier, the employee shall be subject to suspension without pay or dismissal.

#### **21.4 Routes/Trips**

Definitions:

Regular Routes: The transport of students from home to school or school to home or school to school for regular school day activities.

Extra Trips: The transport of students to and from extra and co-curricular activities.

Special Event Trips: The transport of students to special event programs authorized by the Superintendent, e.g. Arts Appreciation Program, DARE Program etc.

Regular Routes Eligibility – All probationary and permanent bus drivers who satisfy the license, certificate, medical card and insurance requirements indicated above.

**21.5** Bus drivers are guaranteed a minimum of 1½ hours paid for any route.

**21.6 Bus Washing Time**

When bus washing is needed, it may be assigned to bus drivers who have available time within their full-time workday, or it may be offered as extra time to bus drivers who work less than an eight (8) hour day. Whenever possible, bus drivers will be assigned to wash their own buses. To the greatest extent possible, extra time for bus washing will be distributed equitably between bus drivers who work less than an eight (8) hour day.

**21.7 Seniority**

Seniority shall be based on date of hire within the bus driver classification. In the event two (2) or more regular employees have an identical hire date, the tie shall be decided by lot.

**21.8 Routes – Bidding**

Route bidding shall be in order of employee seniority from most senior to least senior. (The route selected may have an impact on driver's pay, i.e. shorter/lesser routes equate to less time/lesser pay).

**21.8.1 Posting and Bidding of Routes:**

The Director of Transportation or his/her designee shall create all bus routes. The route information shall include: the time that the bus driver shall report for work, the end time of the work assignment and any special equipment/student needs. The completed bus routes shall be posted no less than five (5) business days before the beginning of the new school year. Information concerning the routes shall be available for review five (5) business days prior to the bidding.

Each bus driver shall be given an appointment to select his/her route and bus. Appointments shall be made by seniority. The appointments shall be no less than five (5) business days prior to the start of the new school year. Each bus driver in succession shall have fifteen (15) minutes to select a route and a bus from the

appropriate lists. This procedure shall continue until all routes and buses have been selected.

Should a bus driver be unable to select his/her assignment he/she may delegate the route and bus selection rights in writing to a Job Steward or other designee or the Director of Transportation or his/her designee who shall select a route and bus for the absent employee. In the event prior written authorization has not been obtained, the unavailable employee may grant verbal authorization to the Director of Transportation or his/her designee. If a bus driver fails to designate a representative, the bus driver shall forfeit his/her right to bid/select in seniority order.

#### **21.8.2 Bus Selection and New Bus Distribution:**

The Supervisor of Transportation or his/her designee will make a list of all buses that are available for the upcoming year and appropriate for particular routes. The bus list will be posted at the same time the route list is posted. New buses will be distributed to bus drivers by seniority based on employees hire date and the appropriateness for particular routes.

#### **21.8.3 Resignations and/or Vacancies/Additional Route Times:**

The Supervisor of Transportation or his/her designee shall post any mid-year route vacancies. Bus drivers shall bid for the route in order of seniority based on the employee hire date. The bus driver moving to the vacant route shall be allowed to retain the bus that he/she previously selected provided that bus is appropriate for the route.

Extra route time that becomes available may be added to an established route during the year. The available time shall be posted within ten (10) workdays. The posing of such route time shall cause the bidding process to be implemented again. The successful bus driver will have the additional time added to his/her current assignment.

### **21.9 Transportation of Passengers**

Transportation of passengers in grades 3-8 on out of town trips and for a duration of over one (1) hour one way, shall try to maintain seating at two (2) passengers per seat.

### **21.10 Bus Trip Rotation**

Any trip other than a regular home-to-school route shall be offered to all drivers based on seniority rotation. As trips are available and scheduled, buses are assigned by the Superintendent or his/her designee for each trip. Trips shall be posted, the list shall include all drivers' names in seniority order, the trip date, the amount of time of each trip and the status of the acceptance of the trip.



At the discretion of the superintendent or designee, bus drivers who hold other position(s) with the District may vacate their other contracted position(s) to drive extra trips and/or special event trips that conflict with the scheduling of those other position(s). Inasmuch as an extra trip or special event trip does not conflict with the scheduling of a bus driver's other position(s), that bus driver may exercise their right to participate in the bus trip rotation afforded them. In the event that a bus driver is next in the rotation but is unable to drive the trip due to a scheduling conflict with other position(s) that they hold, that driver will be placed at the top of the rotation list for the next available trip that does not conflict with the scheduling of their other position(s).

If no drivers are willing to accept a trip assignment, then the least senior driver shall be assigned the trip unless the driver has requested authorized leave as afforded in this Agreement. In such instance, the trip shall be assigned in a reverse seniority order.

## **ARTICLE 22**

### **SEVERABILITY**

#### **22.1 Savings Clause**

If any provision of this Agreement or any application thereof to any employee is held to be contrary to law by a court of competent jurisdiction, or is superseded by subsequent legislation, then such provision or application shall be deemed invalid, to the extent required by such court decision or subsequent legislation, but all other provisions or applications continue in full force and effect.

#### **22.2 Replacement for Severed Provision**

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

## **ARTICLE 23**

### **DEFINITIONS**

The following definitions shall apply when interpreting the language of this collective bargaining agreement.

“Day” shall mean calendar day unless specified otherwise within a particular article or section of the contract or by law.

“Business Day” shall mean a day on which the district office is open unless specified otherwise within a particular article or section of the contract or by law.

“Workday” shall mean a day on which the employee is scheduled to work in accordance with the applicable work year calendar, unless specified otherwise provided by law in specific applications.

“Working Day” shall mean any day on which the employee is scheduled to work in accordance with the applicable work year calendar and actually works on that day.

“Workweek” shall be defined as five consecutive days, starting on Monday and ending on Friday.

“Employee” shall be defined as a person in the classified service who currently holds, or is on a reemployment list for, a position represented by the bargaining unit, unless specified otherwise within a particular article or section of the contract or by law.

“Split Shift” shall be defined as a work schedule that is interrupted by non-paid and non-working time period(s) established by the employer during an employee’s regularly scheduled workday (not including duty-free lunch).

**APPENDIX A**  
**BARGAINING UNIT EXCLUSIONS**

The following positions are excluded from the bargaining unit:

- Executive Assistant
- Business Assistant
- Payroll Technician
- Business Manager
- Chief Business Officer
- Supervisor of Maintenance, Operations, and Transportation
- Short-Term Employees
- Substitute Classified Employees
- Volunteers
- Walk-On Coaches/Instructors
- Apprentices and Professional Experts Employed on a Temporary Basis for a Specific Project
- Full-Time Students Employed Part-Time
- Part-Time Students Employed Part-Time in any College Work-Study Program or in a Work Experience Education Program

# HART-RANSOM UNION SCHOOL DISTRICT

## Classified Salary Schedule 2022-2023 (Hourly)

**THIS SALARY SCHEDULE INCLUDES A 7.2% NEGOTIATED SALARY INCREASE FOR FY22-23**

RANGE	CLASSIFICATIONS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
OO	Yard Duty	15.50	15.57	16.35	17.17	18.03	18.93	19.88
1 - (A)		15.83	16.62	17.45	18.32	19.24	20.20	21.21
2 - (B)		16.27	17.08	17.93	18.83	19.77	20.76	21.80
3 - (C)		16.61	17.44	18.31	19.23	20.19	21.20	22.26
4 - (D)	Instructional Aide Food Services Cashier-Clerk After School Program Leader	17.01	17.86	18.75	19.69	20.67	21.70	22.79
5 - (E)		17.48	18.35	19.27	20.23	21.24	22.30	23.42
6 - (F)		17.85	18.74	19.68	20.66	21.69	22.77	23.91
7 - (G)		18.28	19.19	20.15	21.16	22.22	23.33	24.50
8 - (H)	Library Clerk Lead Cafeteria Clerk/Cook	18.76	19.70	20.69	21.72	22.81	23.95	25.15
9 - (I)	Custodian Groundskeeper One-On-One Instructional Aide	19.18	20.14	21.15	22.21	23.32	24.49	25.71
10 - (J)	School Secretary Secretary-Registrar (Charter) MOT Secretary	19.68	20.66	21.69	22.77	23.91	25.11	26.37
11 - (K)	Resource Aide	20.14	21.15	22.21	23.32	24.49	25.71	27.00
12 - (L)		20.58	21.61	22.69	23.82	25.01	26.26	27.57
13 - (M)		21.04	22.09	23.19	24.35	25.57	26.85	28.19
14 - (N)	Program Assistant (Charter)	21.54	22.62	23.75	24.94	26.19	27.50	28.88
15 - (O)	Bus Driver Principal's Secretary	22.20	23.31	24.48	25.70	26.99	28.34	29.76
16 - (P)	Maintenance Worker II	22.74	23.88	25.07	26.32	27.64	29.02	30.47
17 - (Q)		25.62	26.90	28.25	29.66	31.14	32.70	34.34
18 - (R)	After School Program Coordinator Maintenance-Mechanic Data Analyst/Computer Technician	27.67	29.05	30.50	32.03	33.63	35.31	37.08

\*Annual Health Benefit Cap: \$10,200

\*Longevity A, Longevity B, and Longevity C are special compensation increments.

Revised: 12/13/2022

Board Approved: 1/12/2023

Longevity Increments (See Section 7.7 of the CBA)		
Longevity A	10th Yr in Dist	+ \$0.35/hour
Longevity B	15th Yr in Dist	+ \$0.50/hour (0.35 + 0.50 = 0.85)
Longevity C	20th Yr in Dist	+ \$1.00/hour (0.85 + 1.00 = 1.85)

# HART-RANSOM UNION SCHOOL DISTRICT

## Classified Salary Schedule 2023-2024 (Hourly)

**THIS SALARY SCHEDULE INCLUDES THE 7.2% NEGOTIATED SALARY INCREASE FOR FY22-23 PLUS A 1.0% INCREASE EFFECTIVE FY23-24**

RANGE	CLASSIFICATIONS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
OO	Yard Duty	15.50	15.71	16.50	17.33	18.20	19.11	20.07
1 - (A)		15.98	16.78	17.62	18.50	19.43	20.40	21.42
2 - (B)		16.42	17.24	18.10	19.01	19.96	20.96	22.01
3 - (C)		16.76	17.60	18.48	19.40	20.37	21.39	22.46
4 - (D)	Instructional Aide Food Services Cashier-Clerk After School Program Leader	17.17	18.03	18.93	19.88	20.87	21.91	23.01
5 - (E)		17.65	18.53	19.46	20.43	21.45	22.52	23.65
6 - (F)		18.02	18.92	19.87	20.86	21.90	23.00	24.15
7 - (G)		18.45	19.37	20.34	21.36	22.43	23.55	24.73
8 - (H)	Library Clerk Lead Cafeteria Clerk/Cook	18.94	19.89	20.88	21.92	23.02	24.17	25.38
9 - (I)	Custodian Groundskeeper One-On-One Instructional Aide	19.36	20.33	21.35	22.42	23.54	24.72	25.96
10 - (J)	School Secretary Secretary-Registrar (Charter) MOT Secretary	19.87	20.86	21.90	23.00	24.15	25.36	26.63
11 - (K)	Resource Aide	20.33	21.35	22.42	23.54	24.72	25.96	27.26
12 - (L)		20.77	21.81	22.90	24.05	25.25	26.51	27.84
13 - (M)		21.24	22.30	23.42	24.59	25.82	27.11	28.47
14 - (N)	Program Assistant (Charter)	21.74	22.83	23.97	25.17	26.43	27.75	29.14
15 - (O)	Bus Driver Principal's Secretary	22.41	23.53	24.71	25.95	27.25	28.61	30.04
16 - (P)	Maintenance Worker II	22.95	24.10	25.31	26.58	27.91	29.31	30.78
17 - (Q)		25.86	27.15	28.51	29.94	31.44	33.01	34.66
18 - (R)	After School Program Coordinator Maintenance-Mechanic Data Analyst/Computer Technician	27.93	29.33	30.80	32.34	33.96	35.66	37.44

\*Annual Health Benefit Cap: \$10,200

\*Longevity A, Longevity B, and Longevity C are special compensation increments.

Revised: 12/13/2022

Board Approved: 1/12/2023

Longevity Increments (See Section 7.7 of the CBA)		
Longevity A	10th Yr in Dist	+ \$0.35/hour
Longevity B	15th Yr in Dist	+ \$0.50/hour (0.35 + 0.50 = 0.85)
Longevity C	20th Yr in Dist	+ \$1.00/hour (0.85 + 1.00 = 1.85)

# Hart-Ransom Union School District

## Classified Personnel Performance Evaluation

Evaluation Period (Year)           3 Yr.           Annual           Prob. 3 mo.           Prob. 6 mo.

Employee Name:

Classification Title:

Employee Status:           Permanent           Probationary           Non-scheduled

Supervisor must check each factor in appropriate column. All areas need to be marked. All areas marked in columns B and C need to be supported by comments.	<u>A</u> Meets/Exceeds Job Description Requirements	<u>B</u> Below Job Description Requirements	<u>C</u> Unsatisfactory/ Requires Improvement	Specific Comments: Column A
<b>Factor Check List</b>				
Quality of Work: Thoroughness, planning & organization.				
Quantity of Work: Completes volume of acceptable work & meets deadlines.				
Attendance: Observance of work hours, attendance & punctuality.				Specific Comments: Column B
Personal Qualities: Uses good judgment, initiative, adaptability, public contact, pupil contact.				
Personal Appearance: Proper attire for position and personal cleanliness.				
Safety Practices: Operation and care of equipment, appearance of workstation, follows safety practices.				Specific Comments: Column C
Cooperation: Works well with fellow employees, accepts direction & suggestions, accepts change & meets responsibility.				
Compliance of rules.				
Effectiveness under stress.				
Efficient use of time.				
Additional factors:				<u>      </u> Additional pages attached

Overall Job Performance:

Meets District Standards        Below District Standards        Unsatisfactory/Requires Improvement       

I certify that this report has been discussed with me. I understand my signature, as the evaluatee does not necessarily indicate agreement. I understand I have twenty (20) days to respond in writing to this report prior to it being placed in my personnel file.

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date

White – Personnel File

Yellow - Evaluatee

Pink – Evaluator

Revised 2/07

**HART-RANSOM UNION SCHOOL DISTRICT  
GRIEVANCE FORM**

CSEA Grievance #	
Employee/Grievant	Date
School / Department	Job Title
Step #	
<b>GRIEVANCE, REMEDY OR CORRECTION REQUESTED</b> (specify facts, dates, nature of complaint)	
Statement:	
_____ Employee Signature	_____ Steward / CSEA Rep. Signature <small>(optional if employee chooses to have assistance in processing of grievance)</small>
Time Received: _____ Date Received: _____	_____ Supervisors' Signature (acknowledging receipt only)