

# **Collective Bargaining Agreement**

Between the

**PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT**

And the

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,  
CHAPTER #254**



**July 1, 2017 - June 30, 2019**

**TABLE OF CONTENTS** .....2-5

**ARTICLE I - RECOGNITION** .....6

**ARTICLE II - ORGANIZATIONAL SECURITY** .....8

    A. Preamble .....8

    B. Membership Requirements .....8

    C. Dues Deduction.....9

    D. Hold Harmless Provision .....9

**ARTICLE III - ASSOCIATION RIGHTS**.....9

    A. Association Access .....9

    B. Use of Bulletin Boards and Mail Facilities .....9

    C. Use of Facilities .....10

    D. Distribution of Contract .....10

    E. CSEA Conference Delegates .....10

    F. Seniority Lists .....10

    G. Association Business .....10

    H. General Meeting Attendance .....11

    I. Classified Interviews.....11

    J. Release Time for Negotiations.....11

**ARTICLE IV - EMPLOYEE COMPENSATION**.....11

    A. Regular Rate of Pay .....11

    B: Working Out of Class .....11

    C. In-service Training .....11

    D. Employee Expenses (Uniforms/ID Badges) .....12

    E. Mileage .....12

    F. Longevity .....12

    G. Shift Differential .....12

    H. Vacation Pay .....13

    I. Salary Column Advancement .....13

    J. Child Development and Library/Media Technician Career Ladder Advancement...13

    K. Child Development Permits and Service/Unit Requirements.....14

    L. Child Development Lead Stipend.....14

    M. Fourth of July Compensation.....14

    N. Playground Supervisors, School Crossing Guards and Playground Supervisor  
    Coordinators (by whatever title) .....14

    O. Paraeducator Career Ladder Advancement.....14

    P. Reclassification .....15

    Q. Bilingual Stipend .....15

    R. Paraeducator Assignments .....15

**ARTICLE V - FRINGE BENEFITS**.....16

- A. Fringe Benefit Programs .....16
- B. Eligibility .....16
- C. Additional Fringe Benefits.....16
- D. Post Retiree Benefits.....17
- E. 18-Month Protection .....17
- F. Alternative Retirement Plan.....17

**ARTICLE VI - HOURS/OVERTIME**.....17

- A. Workweek .....17
- B. Flex Week .....18
- C. Workday/Work Schedule.....18
- D. Lunch Period, Rest Period .....19
- E. Overtime .....19
- F. Compensatory Time Off .....19
- G. Right of Refusal - Overtime.....20
- H. Temporary Assignments .....20
- I. Call-Back Pay .....20
- J. Canceled Day .....20
- K. Emergency.....21

**ARTICLE VII - TRANSPORTATION** .....21

- F. Route Bidding .....21

**ARTICLE VIII - CALENDAR**.....22

- A. Scheduled Holidays.....22
- B. Holiday Eligibility.....22
- C. Year Round School.....22
- D. Leap Day .....22

**ARTICLE IX - VACATION**.....23

- A. Vacation Eligibility .....23
- B. Paid Vacation .....23
- C. Vacation Pay Upon Termination.....23
- D. Vacation Accumulation .....23
- E. Holidays During Vacation Leave.....23
- F. Vacation Scheduling .....24
- G. Interruption of Vacation.....24
- H. Vacation Pay .....24

**ARTICLE X - LEAVES**.....25

- B. Bereavement Leave.....25
- C. Mandatory Jury Duty .....25
- D. Military Leave.....25

- E. Sick Leave.....26
- F. Pregnancy Disability - Sick Leave .....27
- G. Industrial Accident and Illness Leave .....27
- H. Family Care and Medical Leave .....28
- I. Entitlement to Other Sick Leave.....29
- J. Personal Leave .....29
- K. Personal Necessity Leave.....29
- L. Floating Holidays .....30
- M. Vacation/Personal Necessity/Floating Holiday Leave Donations.....30
  
- ARTICLE XI - TRANSFERS/PROMOTIONS.....31**
  - A. Administrative Transfers .....31
  - B. Vacancies .....31
  - C. Lateral Transfers and Voluntary Demotions.....31
  - D. Promotions .....31
  - E. 39 Month Reemployment Notification & Return to Work.....32
  - F. Posting Procedures.....32
  - G. Notice Contents.....32
  - H. For Promotion Purposes.....32
  - I. For Transfer Purposes .....32
  - J. Certification of Applications.....32
  - K. 5% Promotion Rule.....32
  
- ARTICLE XII - CONTRACTING WORK .....33**
  
- ARTICLE XIII - EVALUATION .....33**
  - A. General .....33
  - B. Purposes of Performance Evaluation .....33
  - C. Principles of Evaluation.....33
  - D. Performance Evaluation Reports .....33
  - E. Probationary Employees .....34
  - F. Permanent Employees.....34
  - G. Evaluation Conference.....34
  - H. Disposition of Evaluations.....34
  - J. Probation.....35
  - K. Personnel Files .....35
  
- ARTICLE XIV, SAFETY .....36**
  
- ARTICLE XV, GRIEVANCE PROCEDURE.....37**
  - A. Definitions.....37
  - B. Informal Level.....37
  - C. Formal Level I.....37
  - D. Formal Level II.....38
  - E. Formal Level III .....38

- F. Formal Level IV - Mediation .....39
- G. Formal Level V - Board Closed Session Grievance Hearing.....39
- H. Formal Level VI - Binding Arbitration .....39
  
- I. Grievance Witnesses, Grievant Release Time, Grievance Processing During  
Regular Working Hours .....39
  
- ARTICLE XVI, DISCIPLINARY PROCEDURES .....40**
  
- ARTICLE XVII, MANAGEMENT RIGHTS AND RESPONSIBILITIES .....41**
  
- ARTICLE XVIII, CONCERTED ACTIVITIES.....42**
  
- ARTICLE XIX, COMPLETION OF NEGOTIATIONS .....43**
  
- ARTICLE XX, SAVINGS CLAUSE.....43**
  
- ARTICLE XXI, LAYOFF AND REEMPLOYMENT PROCEDURES .....44**
  - A. Definition of Layoff .....44
  - B. Notice of Layoff .....44
  - C. Seniority .....44
  - D. Bumping.....44
  - E. Voluntary Demotion .....44
  - F. Retirement in Lieu of Layoff .....45
  - G. Decrease in Assigned Time In Lieu of Layoff .....45
  - H. Reemployment Rights.....45
  - I. Additional Provisions .....46
  
- ARTICLE XXII, DURATION.....46**
  
- SIGNATURE PAGE.....47**

**APPENDICES**

- I. Classified Job Classifications and Salary Schedule
- II. Child Development Services Job Classifications
- III. MOU (dated 10-27-15)
- IV. Fringe Benefit Rate/Contribution Charts (including Bus Drivers)
- V. District Administrative Regulation 4218, Dismissal/Suspension/Disciplinary  
Action

**ARTICLE I - RECOGNITION**

A. Paso Robles Public Schools (hereinafter referred to as "District") confirms its recognition of the California School Employees Association Chapter #254 (hereinafter referred to as "Association") as the Exclusive Representative for employees in the following positions:

**CHILD DEVELOPMENT SERVICES**

- Child Dev Assistant I
- Child Dev Assistant II
- Associate Teacher I (Permit w/12 units)
- Teacher (Permit w/24 units)
- Master Teacher I (Permit with 24 units +)
- Child Dev Site Supervisor I (AA/Super Permit)
- Child Dev Site Supervisor II (BA/Super Permit)

**CLERICAL**

- Clerk K-5
- Clerk 6-8
- Clerk 9-12
- Clerk District
- Registrar 6-8
- Registrar 9-12
- Attendance Technician 9-12
- Secretary K-5
- Secretary 6-8
- Secretary Special Services
- Secretary District
- Secretary 9-12
- Project/Program Assistant
- Project/Program Assistant - Technology
- Accounting Technician 9-12
- Accounting Technician District
- Accounting Technician II
- Accounting Technician IV Lead
- Student Records Specialist
- Attendance/Benefits Tech District
- Instructional Program/Material Assist
- MIS Liaison
- Categorical Specialist

**FOOD SERVICE**

- Food Service Worker I
- Food Service Worker I-A
- Food Service Worker II
- Food Service Worker III
- Food Service Worker IV
- Food Service Worker V
- Food Service Lead

**HEALTH SERVICES**

- Athletic Trainer
- Health Assistant
- Health Service Specialist/RN
- LVN

**LIBRARY/CAREER SPECIALIST**

- Library/Career Specialist Technician I
- Library/Career Specialist Technician II
- Library/Career Specialist Technician III

**MAINTENANCE AND CUSTODIAL**

- Groundskeeper I
- Groundskeeper II
- Groundskeeper III (lead)
- Custodian I
- Custodian II
- Custodian III
- Custodian IV
- Custodian V
- Warehouse Worker I
- Warehouse Worker II
- Warehouse Worker III
- Warehouse Worker IV (lead)
  
- Maintenance I
- Maintenance II
- Maintenance III
- Maintenance IV
- Maintenance V (lead)

**BILINGUAL SERVICES**

- Bilingual Clerk/Receptionist
- Bilingual Family Advocate
- Bilingual Preschool Family Advocate
- Bilingual Translator
- American Sign Language Interpreter
- Interpreter/Translator-SH

**PARAEDUCATORS**

- Paraeducator
- Paraeducator PE/VAPA
- Paraeducator Reading

Paraeducator Bilingual  
 Paraeducator Computer Lab Specialist  
 Career Ladder  
   I = NCLB recognized test or  
       48 Semester College Units  
   II = AA Degree or BA Degree

Paraeducator Special Education – RSP/SDC  
 Paraeducator – SH/SED  
 Paraeducator Technology  
 Behavioral Health Specialist

**PERFORMING ARTS**  
 Performing Arts Assistant

**SAFE SCHOOLS**  
 Campus Assistant

**TECHNOLOGY**  
 Scanning/Archival Technician  
 District Assessment Specialist  
 District Student Database Administrator  
 IT Technician I  
 IT Technician II  
 IT Technician III

**TRANSPORTATION**  
 Bus Driver  
 Bus Driver Trainer  
 Transportation Assistant  
 Transportation Dispatcher  
 Assist Mechanic  
 Mechanic  
 Lead Mechanic

**MIGRANT SERVICES**  
 Migrant Family Liaison Recruiter

- B. The classifications specified above exclude confidential, supervisory, and management personnel.
- C. Playground Supervisors, School Crossing Guards and Playground Supervisor Coordinators (by whatever title), who primarily supervise students on school grounds, bus stops, or crosswalks; at lunch time, nutrition break, recess, and before or after school, are exempt from classified service.
- D. The District operates under contract from the State various child care services. Employees of that program have elected the California School Employees Association as their exclusive bargaining representative. The contract provisions, unless otherwise noted, apply.
- E. When the District has need to modify, develop, create, or abolish bargaining unit job descriptions, it shall inform the Association of such prior to implementation. The Association will notify the District within ten (10) work days from notification whether or not it will exercise its rights under the EERA regarding mandatory subjects of bargaining. It is understood that the final approval of all bargaining unit job descriptions are within the authority of the school board.
- F. The District will meet and negotiate any existing classified positions proposed for promotion to management or confidential.

## ARTICLE II - ORGANIZATIONAL SECURITY

- A. Preamble. It is the expressed intention of the parties that the provisions of this Article respectfully balance the rights of individual employees as referenced in Government Code Section 3543, and the right of the parties to enter into an "Organizational Security" Agreement pursuant to Government Code Section 3540.1(i)2.
- B. Membership Requirements. Membership or Service Fee Requirements.
1. Any bargaining unit employee who is not a member of the Association shall become a member or pay the Association a fee equal to the membership dues, initiation fee, and any other general assessments made of members.
  2. New employees shall within three weeks after the first paid-day of service apply for membership or become subject to the provisions of Section 1 above. The District shall inform new employees of this obligation at the time of employment and include any informational packets provided by the Association.
  3. A bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting the Association shall not be required to join, maintain membership in or financially support the Association as a condition of employment with the District. However, such unit members shall be required, in lieu of a service fee, to pay a sum equal to such service fee to one of the following nonreligious, non-labor organizations, charitable funds exempt from taxation under Section 502<sup>©</sup> (3) of Title 26 of the Internal Revenue Code: American Heart Association, Drug Abuse Resistance Education (DARE), Paso Robles Police Department, or San Luis Obispo County Special Olympics.
    - a) Any unit member who claims the religious exemption set forth above must file a written statement to this effect with the Association within three weeks after the first three weeks of paid service and notification of Association membership options. As a condition of continued exemption, the employee must furnish the Association and the District proof of such payments on an annual basis in the form of payment receipts or payroll deductions.
    - b) If a unit member who claims the religious exemption set forth above requests representation by the Association in the processing of grievance procedures set forth in this agreement, the Association may charge the employee for the reasonable cost of utilizing the Association's services.



- C. Dues Deduction. With respect to all sums deducted by the District pursuant to Section B. 1-3 above, whether for membership dues or service fee, the district agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.
- D. Hold Harmless Provision. CSEA agrees to reimburse the district, its officers and agents for all legal fees and legal costs incurred after notice to CSEA in defending against any court of administrative action challenging the legality of the organizational security provision of this agreement or the implementation thereof.
1. CSEA agrees to reimburse the district, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the district, or other party claiming reimbursement has complied with the terms of this article and has promptly notified CSEA of its awareness of such an action.
  2. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

### **ARTICLE III - ASSOCIATION RIGHTS**

- A. Association Access. The Association agrees that its officials will not communicate with employees during regular working hours, except in emergencies. The District agrees to grant the Association access to employees work stations during their lunch break or other off-duty periods. Association and/or CSEA representatives shall identify themselves whenever they go to a District worksite/facility to meet with employees and shall state the purpose of their visit immediately upon arrival to the employee's immediate supervisor, site administration, the designated site classified manager, or the District Superintendent and/or the District Superintendent's designee.
- B. Use of Bulletin Boards and Mail Facilities. The District authorizes the Association to use, without charge, not more than one-fourth of the total area of each facility's designated official bulletin board. Such bulletin board area will be identified by the immediate supervisor of the facility.
1. The District authorizes the Association to use school and other District facility mailboxes, not to exceed twice per week. The District shall remove from employee mailboxes Association written communications in excess of two per week without notice to the Association.
  2. The District authorizes the Association to place in the school District mail system not more than two employee communications per week. The District shall remove

from the mail system any Association communication to employees in excess of two per week without notification to the Association.

3. All Association communications and postings must contain the date of posting or distribution and the identification of the organization (Association), except the monthly newsletter to employees must be submitted to the building supervisor or principal and the superintendent or designee.
  4. All Association communications and postings shall not be defamatory, abusive, or directed at any management employee, the Board of Education or its representatives.
- C. Use of Facilities. The District authorizes the Association to use the District's facilities and buildings at times other than during normal working hours and hours of student instruction, as long as the Association submits the appropriate use of facilities form through the currently established procedures. In emergencies, the District may authorize the Association to use the District's facilities and buildings during normal working hours as long as the Association declares in writing that the use of such facilities and buildings constitutes an emergency and as long as the use of such buildings and facilities does not interfere with the instructional program. The Association agrees to leave the facilities and buildings used in a clean and orderly condition.
- D. Distribution of Contract. Within sixty (60) days after ratification of this Contract is reached, the District shall post the Contract on the Paso Robles Public School's website. Any employee who does not have access to a computer may request a printed contract from the District Office. The cost of printing and/or duplicating of this contract shall be borne by the District. Contract updated each year with changes inserted into the proper section and old language removed.
- E. CSEA Conference Delegates. The District will authorize a paid leave of absence for no more than two Association delegates to attend the annual CSEA Conference. Their transportation and expenses are not a responsibility of the District.
- F. Seniority Lists. The District authorizes the Association reasonable access to the District's classified seniority lists. Seniority shall be determined by the date of hire.
- G. Association Business. The Association shall have an equivalent of ten (10) work days or eighty (80) work hours per year for Association business, used as the Association so determines. Absence forms will be submitted by designated Association representatives identifying when Association business is conducted during regular hours. Designated Association representatives will submit the absences forms to their immediate supervisor prior to taking association time, unless there is an emergency situation, and in those situations the form will be submitted within 24 hours of taking association time.

- H. General Meeting Attendance. Subject to prior notification of twenty-four (24) hours to the immediate supervisor, an employee desiring to attend a General Meeting will have his/her work day adjusted for attendance at monthly General Meetings scheduled after 5:00 P.M., unless there exists an activity at the employee's site which would preclude adjusting the work day.
- I. Classified Interviews. CSEA will be invited to have a representative participate in the interview process for vacant classified positions. It is understood that the classified employee selection process is a confidential personnel process; and that as CSEA representatives participate in interviews they must maintain the confidentiality of information disclosed and discussed during the selection process.
- J. Release Time for Negotiations. The District agrees to provide reasonable release time for members of the bargaining team for negotiations, as authorized by the Superintendent or designee.
1. Members of the Association's collective bargaining team shall be responsible for notifying their immediate supervisor of meeting times and dates and requesting release time no later than the beginning of the work shift following the scheduling of the meeting. Only in cases of emergency or hardship as defined by the immediate supervisor may an employee's request to attend the negotiations meeting be refused.
  2. All employees shall be granted one (1) hour release time per year during designated working hours if necessary to attend a general Association meeting for the presentation and ratification of the contract.

#### **ARTICLE IV - EMPLOYEE COMPENSATION**

- A. Regular Rate of Pay. There will be three days paid of mandatory professional development days for all CSEA members in 2017-2018 and 2018-2019.
- a. A 2% salary increase for the 2017-2018 school year placed on the salary schedule effective July 1, 2017 and a 1.5% salary increase for the 2018-2019 school year placed on the salary schedule.
  - b. Our District and CSEA are committed to working together to reduce health benefits cost for employees using all available resources.
  - c. This is a two year agreement.
- B. Working Out of Class. Employees assigned to duties normally performed by employees of a higher classification for any period which exceeds five working days within a 15-calendar day period, shall receive the regular rate of pay for the higher classification at Step A or a five percent increase, whichever is greater.
- C. In-service Training. The District may require employees to attend in-service training programs which shall normally take place during regular working hours at no loss of pay or benefits to the employee. If attendance is required after the employee's regular workday

or workweek, all time spent in attendance shall be considered as hours worked under this Agreement. Notice of required attendance shall be in writing. When there is a defined Department In-service at site, employees in the defined classification may attend. If no defined department in-service is scheduled, employees may attend scheduled district-wide staff development classes with prior approval from their immediate supervisor. This provision applies to all staff in-so-far as it is possible to maintain the program or programs in which students are in attendance on a designated staff development day.

D. Uniforms/ID Badges. The District requires custodians, bus drivers, IT, grounds and maintenance employees to wear uniforms, the District will provide the uniform. The employee will be responsible for laundering and for the general repair of their uniforms. Uniform replacement will be on an annual or as needed basis.

1. Any supplied uniform shall be worn during work hours as the outermost garment, displaying the District logo identifying the individual as employee of the District. However, if the employee is not issued a District jacket, the employee of the district will not be required to wear their uniform as the outermost garment.
2. Identification badges shall be worn on the outside of the outermost garment worn by the employee in order to be clearly visible or be in the possession of the employee at all times.

E. Mileage. Any bargaining unit employee who uses a private vehicle for school district business shall be reimbursed for mileage at the rate allowed for income tax deductions by the Internal Revenue Service (IRS). The use of private vehicles for school district business is subject to the prior approval of the immediate supervisor. Reimbursement for mileage is subject to the prior approval of the immediate supervisor.

F. Longevity. Long service recognition shall be granted as follows to members of the bargaining unit:

1. After 10 year of service - a five percent salary increase.
2. After 13 years - two and one-half percent increase.
3. After 15 years - five percent salary increase.
4. After 17 years - two and one-half percent salary increase.
5. After 20 years - five percent salary increase.

Employees hired after contract ratification 1997-98 will not have longevity percentages compounded. Each longevity improvement earned will be computed from the base salary.

G. Shift Differential. Any employee whose regularly assigned shift begins between 2:00 p.m. and 6:00 a.m. will receive a salary differential of five percent for the entire shift. Child Development Service Employees are exempt from this provision.

1. Employees on straight time who work after 5:00 p.m. will be paid a night-time differential of five percent (e.g., 5:00 p.m. to 7:00 p.m. hourly rate x 1.05 for two hours). This provision does not apply to employees on overtime pay or employees on other night-time differential pay. This provision is applicable to all employees including Child Development Services.
2. An employee whose regularly assigned work shift begins at 10:00 p.m. or later, but before 5:00 a.m., shall receive a differential of 10 percent for the entire shift. This provision does not apply to employees on overtime pay or employees on other night-time differential pay. This provision is applicable to all employees including Child Development Services.
3. An employee with a "split shift" of two or more hours, inclusive of his/her lunch period, shall receive a "split shift" differential of ten percent for all hours worked. This provision does not apply to employees on overtime pay or employees on other night-time differential pay. This provision is applicable to all employees including Child Development Services.

H. Vacation Pay. Moved to Article IX.

I. Salary Column Advancement. Classified employees shall be advanced to the next higher column, if any, in their classification on the salary schedule at twelve month intervals as follows:

1. Persons employed, prior to March 31, will move to the next column on July 1 provided they pass probation in that class (in the event an employee has not attained permanent status prior to July 1, but is otherwise qualified for a step advancement payment it will be delayed until permanent status is achieved, and will then be retroactive); and provided they receive an annual evaluation of satisfactory performance, as provided in Article XIII.I.1.
2. Persons employed, after March 31, will receive column advancement, after July 1, of the following year.

J. Child Development and Library/Media Technician Career Ladder Advancement. Career Ladder Advancement will occur based upon the following provisions:

1. The employee submits transcripts to the Classified Personnel Technician of completed course work.
2. After evaluation and approval of course work/transcripts the employee will receive at least a 5% increase at the beginning of the following month.
3. It will be the responsibility of the employee to submit a copy of their permits to the Classified Personnel Technician for their personnel file.

- K. Child Development Permits and Service/Unit Requirements. Many Child Development Service positions require permits and/or specific training units. Should an employee fail to maintain their permit or achieve the necessary units in a timely manner to meet state requirements the district shall have the option of reducing the employees status to a level which the employee is qualified or dismissing the employee if the employee fails to meet any child development services minimum requirement. The employees shall be provided information regarding the requirements, changes in requirements and availability of courses in writing on an annual basis.
- L. Child Development Lead Stipend. A \$1000.00 annual stipend will be paid to designated Pre-School Teachers or Child Development Providers in semi-annual payments, December and June. A designated Pre-School Teacher or Child Development Provider is an employee who is asked by his/her supervisor to take on the extra duties and responsibilities of a lead position.
- M. Fourth of July Compensation. Should the District continue the ten-hour day, four-day work week during the summer months classified employees will not be required to work more than 30 hours during the 4th of July Holiday week.
- N. Playground Supervisors, School Crossing Guards and Playground Supervisor Coordinators (by whatever title) who primarily supervise students on school grounds, bus stops, or crosswalks; at lunchtime, nutrition break, recess and before or after school, time will be offered as additional time to existing classified employees in increments of not more than one hour or less than 15 minutes at the discretion of the site administrator where these type of employees are deemed necessary by the District. Existing classified staff will receive their current hourly rate of pay or the current hourly rate for paraeducators for the additional time performed as a playground monitor or noon duty assistant. They will not accrue health benefits directly linked with hours worked. Sick Leave and Vacation accruals/earnings shall reflect the additional hours of this type worked by existing classified staff, when it becomes a regular assignment.

For these types of employees, time will be offered to existing staff on a volunteer basis based on district seniority by hire date. Should insufficient staff volunteer, the District will employ these types of employees, and such employees are held exempt from all provisions of this Agreement.

- O. Paraeducator Career Ladder Advancement. Career ladder advancement will occur based upon the following provisions:
1. College semester units earned which have a direct relationship to education degree, credential, or certificate programs and or the paraeducators assignment.
  2. Prior to taking college courses the employee shall submit an "Intent to Take Course(s)" form to the Director of Personnel for approval. For units earned prior to March 1998, the employee shall submit transcripts of completed course work. All units earned must be verified by submission of official transcripts to the Classified Personnel Technician.

3. After evaluation and approval of course work/transcripts the employee will advance to the next paraeducator level and receive the compensation increase at the beginning of the following month.
  4. It will be the responsibility of the employee to submit a copy of their degrees, certificates, credentials, etc. to the Classified Personnel Technician for their personnel file.
- P. Reclassification. Employees requesting a reclassification study must submit the written request to the Association and the Personnel Office, by March 31<sup>st</sup>. Such reclassification requests may not be filed earlier than two years since the last requested review. Should an employee be reclassified, their seniority date in the new classification shall be the date their request was originally received by the Personnel Office.
- Q. Bilingual Stipend. Clerical employees designated to be the primary translator for a site must first take and pass the District bilingual proficiency exam.
- R. Paraeducator Assignments. Ongoing, the District agrees to abide by the terms and conditions of the Memorandum of Understanding reached between the parties regarding paraeducators assignments (dated 10-13-10) which shall be incorporated into this Agreement as an Appendix.

## ARTICLE V - FRINGE BENEFITS

### A. Fringe Benefit Programs.

1. Commencing in 2013-2014 the classified health benefit cap will be \$10,331. The available fringe benefit plan offered through SISC (Self Insured Schools of California) and the associated rate/contribution chart is included as an appendix of this Agreement. District contribution shall be increased by \$600 as of July 1, 2015.
2. Should a unit member select a plan option which is below the benefit cap for their assignment, the difference between the cost of the selected plan and the classified health benefit cap will be contributed by the District to an IRS section code 125 Plan (125 Plan) for unreimbursed medical expenses. It is the employee's responsibility to meet with the 125 plan administrator annually, to set up the individuals account.
3. The District agrees to form a committee with the bargaining unit, certificate, and management to discuss the movement to a Joint Management Trust (JMT) to discuss possible changes in benefit packages.

### B. Eligibility. Employees hired on or after 9/25/90 must work six and one half hours per day or more in order to qualify for health and welfare coverage, excepting bus drivers whose benefits will be on a prorated basis with five or more hours. Health and welfare benefits will not be prorated to employees working less than the six and one half hours, except bus drivers. Except as specified above, continued eligibility is dependent upon continued employment at six and one half or more hours per day. Fringe benefit coverage shall terminate on the last day of the month following the termination date of an employee or the reduction in hours below the six and one half hour level of the incumbent employees.

For employees who retire or are laid off and have made their annual tenths contributions for health benefits shall have those benefits continue unchanged through August 31 of the year following their leaving employment with the District reporting their separation for eligibility purposes as of August 31 of that subsequent year. For example, an employee who is laid off or retired on or prior to June 30, 2011, and who has made their tenths contributions for health insurance shall continue with their benefits through August 31, 2011.

### C. Additional Fringe Benefits as provided by law: Public Employees Retirement System, Unemployment Insurance, Workers' Compensation, Social Security, and Sick leave: one day per month of service (accumulative).



- D. Post Retiree Benefits. The District will pay medical benefits for bargaining unit members retiring under the provisions of PERS at age 55 or older provided that the employee has served in the district for a period of 10 or more consecutive years, and was hired on or before March 11, 1997 and retire on or before June 30, 2016. Effective July 1, 2016 the District's contribution shall be limited to the dollar amount in effect in the employee's final year of employment with the District for bargaining unit members retiring under the provisions of PERS at age 57 or older provided that the employee has served in the district for a period of 15 or more consecutive years. The benefit shall continue to be in effect until age 65 or until the retiree becomes eligible to enroll in federal or state medical insurance programs (e.g. Medicare, retired military service benefits, or National Health Insurance if ended), whichever occurs first.
1. Employees (including Bus Drivers) hired on or before March 11, 1997, who were entitled to District paid medical insurance coverage immediately prior to retirement, who retire on or before June 30, 2016 will receive 100% of the cost of retiree medical insurance coverage paid by the District.
  2. Employees hired on or before March 11, 1997, who retire after June 30, 2016, the District's contribution shall be limited to the dollar amount in effect in the employee's final year of employment with the District for bargaining unit toward the cost of post-retirement medical insurance coverage. Bus Drivers are entitled to prorated health coverage in accordance with B above who are entitled to post retiree medical benefits, will receive a prorated district contribution based on their final year of employment. Pursuant to the provisions of this section, retirees shall be able to elect continuing dental and vision coverage at their expense.
- E. 18-Month Protection. A permanent employee who is on leave of absence for a job related disability shall have health and welfare benefits paid by the District, as provided in Article V, just as if the employee were in a work status. Payments shall be limited to 18 months or until the employee is employed by another employer. This is effective for employees placed on the rehire list subsequent to ratification of this contract provision.
- F. Alternative Retirement Plan. The District provides an alternative retirement system for those employees who are not covered under the existing PERS system.

## **ARTICLE VI - HOURS/OVERTIME**

- A. Workweek. The District shall establish the classified employee workweek as being 40 hours of work served over a seven-day period. The District shall designate the regular workweek as being eight hours per day, Monday through Friday. The District may assign employees to non-consecutive workdays at any time during this seven-day period. Changes in the workweek shall only be made: (1) by mutual agreement between the employee and supervisor; (2) when there is a verifiable operational need of the District; or (3) when a District declared emergency exists. Such changes shall not be made for

disciplinary, punitive, arbitrary or capricious reasons. Should the District elect to assign classified employees to a 10 hour day, four day work week during the summer months, the affected employees will be given a minimum 30 days prior written notice.

- B. Flex Week. A flex work week schedule may be initiated for custodians, grounds keepers, computer technicians, computer/site technicians, electronic technicians, garage helpers, mechanics and maintenance. The duration of the flex work week program shall be at the discretion of the District. District and CSEA representatives will meet to discuss on how the program will be implemented. District and CSEA representatives, including the affected employee(s) will meet to discuss the work assignments. Employees who work either Saturday or Sunday as part of their flex work schedule will receive a (5) five percent salary differential. Employees who work Saturday and Sunday will receive a (10) ten percent salary differential. Flex week employees may have non-consecutive days off when they agree to such an assignment. A flex work week schedule may be assigned to new employees (hired after the effective date of the 94/95 contract) and for present employees (hired prior to the effective date of the 94/95 contract) who volunteer for a flex work week schedule. No reprisals will be taken against employees who choose not to volunteer for a flex work week schedule. Employees who are assigned to the flex work week schedule shall receive two week prior notice. Employees and their assignments to a flex work week schedule shall be reviewed at the end of a six month trial period. New employees may be assigned to the flex work week on a permanent basis.
- C. Workday/Work Schedule. The length of any bargaining unit employee's workday shall be established by the Boards of Trustees in compliance with the law for each employee in accordance with the needs of the District.
1. The immediate supervisor shall establish a work schedule for each employee upon initial employment or transfer to a new assignment or work location. The immediate supervisor may at any time review the existing work schedule with existing employees. Changes to an existing employee's workday/work schedule shall only be made: (1) by mutual agreement between the employee and supervisor; (2) when there is a verifiable operational need of the District; or (3) when a District declared emergency exists. Such changes shall not be made for disciplinary, punitive, arbitrary or capricious reasons.
  2. The District shall, depending on need and funding, adjust the hours of Child Development Service employees up or down on either a temporary or permanent basis. In the event the changes are permanent, the employee shall be given a minimum of 10 days notice in writing, of his/her new hours. If the adjustment causes the employee to lose eligibility for Health Benefits, the Health Benefits in effect will be continued through the end of that fiscal year. The fluctuation of Child Development hours will be limited (permanent change in hours) to not more than 4 times a year. This excludes Summer and Winter/Spring Breaks.

D. Lunch Periods and Rest Breaks

1. The District shall establish an unpaid and duty free lunch period of not less than one-half hour for each bargaining unit employee working five or more consecutive hours per day.
2. The District will provide one paid and duty free 15-minute rest break for each bargaining unit employee for each four-hour consecutive period worked at times scheduled by the immediate supervisor, but not during the first or last hour of the employee's daily work schedule.
3. Dinner periods and rest breaks for evening and early morning shift employees shall be established whenever possible within the provisions for day-shift employees.
4. Child Development Providers or Pre-School Teachers working more than six hours shall receive a paid 30-minute lunch period as a part of their work day.
5. Lunch periods and rest breaks shall not be taken to decrease an employee's daily work schedule.
6. Unit members may not leave the work site where employed during the rest period unless authorized by the Site Administrator or Department Head.
7. Rest periods are not cumulative and shall not be used to extend the lunch period or another rest period or to shorten the workday.
8. Supervisors/Administrators shall ensure that unit members take their duty-free rest breaks and/or lunch periods.

E. Overtime. The District agrees to compensate bargaining unit employees at the rate of one and one-half times the employee's regular rate for each hour of work accomplished in excess of the eight-hour workday or 40-hour workweek. This compensation rate applies to work accomplished during the employee's regular day off. The one and one-half time compensation rate shall be in addition to the regular compensation rate when applied to work performed on a holiday. Overtime must be authorized by the immediate supervisor on the extra time/overtime authorization form. Employees with a split position who work in excess of the eight-hour workday or 40-hour workweek will be compensated for overtime at the rate of one and one-half times the employee's regular rate for each hour of work accomplished on the basis of which position required the overtime.

F. Compensatory Time Off. Documented compensatory time off in lieu of overtime shall be by mutual agreement of the employee and the supervisor and shall be determined before working being done. Compensatory time off must be authorized by the immediate

supervisor on the extra time/overtime authorization form, and taken within the pay period worked or the immediate succeeding pay period, or as agreed to by the employee and supervisor. Compensatory time off will be taken at one and one half times the actual time worked. All compensatory time earned and not taken in a fiscal year shall be paid to the employee by August 15, for the previous year, at the appropriate time and a half rate of pay for the time worked. Each employee shall start each fiscal year with a balance of zero compensatory hours.

If an employee requests to work additional time on a given day in lieu of time scheduled on a subsequent day, with the approval of the supervisor, it will be compensated on an hour-for-hour basis.

- G. Right of Refusal and Assignment of Overtime. An employee may refuse overtime work, except when there is a District declared emergency. The supervisor shall attempt to identify employees desiring to work overtime before directing an employee against his/her will to work overtime.

Overtime shall be offered in seniority order in any classification at the site/department on a rotating basis where overtime work is needed. Concerns regarding overtime assignments shall be referred to the District and Association to resolve the concern.

- H. Temporary Assignment. Any employee who is assigned temporarily to another shift for 10 or more workdays within 30 calendar days, will receive the higher salary for his/her current shift or the temporary shift. No employee shall suffer loss in shift differential for any temporary assignment.

1. An employee who works a minimum of 30 minutes per day in excess of his/her part-time assignment for a period of 20 consecutive workdays or more, excluding sick leave/personal necessity, vacation or floating holiday, during any fiscal year shall have his/her basic assignment changed to reflect the longer hours in order to acquire sick leave and vacation benefits on a properly prorated basis, excluding short-term assignments/positions.

- I. Call-Back Pay. Employees who are called-back and report to work after his/her normal work shift shall receive a minimum of two hours' pay. In a call-back situation, when an employee is not required to physically return to a District worksite, they shall receive a minimum of one (1) hour of "inconvenience pay."

- J. Canceled Day. In the event a workday is canceled due to inclement weather or District declared emergency, the District will make a reasonable effort to notify the employee as by public radio or other available means. Employees will not be allowed any pay for reporting to work in such an instance as long as no work is performed or required of the employee.

- K. Emergency. An emergency as used in this Agreement is defined as the effects of natural, manmade, or war-caused emergencies which result in conditions of disaster or in extreme peril of life, property, and resources which is of paramount importance and requiring the responsible efforts of unit members as declared by the District.

## ARTICLE VII - TRANSPORTATION

- A. The Transportation Supervisor shall retain the authority to assign trips, routes, or extra work as deemed necessary, in their determination, to best address the needs of the District. Nothing within this paragraph shall permit the Transportation Supervisor to permanently eliminate the bidding process in its entirety.
- B. A driver who, because of the "16-hour rule," cannot drive a morning run following a late evening assignment, will be paid for that time lost. However, when an assigned trip requires that a driver stay overnight, the driver will be paid for a minimum of eight hours per day. The District will not be obligated to pay for any hours between the time a driver is relieved of his/her duties and the time he/she resumes such duties the following day beyond the eight hours, unless the driver is required to be on duty for a longer period.
- C. The District will attempt to balance special assignments among all drivers who desire such assignments. The District will make every effort to give drivers so assigned advance notice.
- D. The District will meet and confer with the California School Employees Association before changing or deleting information in the Drivers Handbook.
- E. Driver's will possess and maintain a valid California School Bus Driver's Certificate. Drivers of bus routes that require an unrestricted School Bus Driver's Certificate must possess an unrestricted certificate and will receive a 5% pay differential, including drivers subbing unrestricted certificate routes. Driver license (DMV and CHP) renewal fees will be paid for by the District.
- F. Route Bidding.
1. The Transportation Supervisor, as it deems necessary to best address the needs of the District, will allow employees to request routes that are consistent with the hours that the employee is employed to work. (For instance, five (5) hour employees may request available routes that are consistent with their schedule, as determined by the Transportation Supervisor and eight (8) hour employees may request routes that are consistent with their schedule ("Route Bidding"). Route Bidding, when it occurs, will be conducted on a seniority basis. Route Bidding, if to occur, for regular school year routes, will occur by September 30 of each year. Route Bidding for summer school routes, if to occur, will occur on the last Friday of the school year. Drivers shall be paid for any hours worked for Route Bidding that occurs beyond their workday.
  2. Bidding for transportation special assignments (extra trips, field trips, and/or

extra work, etc.) shall be done at the end of each week for all trips that have been submitted at that time for the following week. Special assignment bidding will be done on a rotational basis by seniority within the classification.

- G. Each work year, drivers must demonstrate proficiency on those classes of buses they are certified to drive. Drivers will be compensated at the regular rate of pay for 5 (five) hours of annual Proficiency Training as coordinated with the Driver Trainer.
- H. Any bus driver working extra time within 60 minutes of their regular work schedule will remain on paid status until the end of the extra duty assignment.
- I. Classified transportation department employees who are required to possess a valid CA School Bus Driver Certificate, may be assigned to drive regularly assigned bus routes, whenever it is not possible to assign qualified substitute drivers. It is understood that such day-to-day and/or short-term assignments may require the identified employee to change their regular work schedule, and/or to work extra time or overtime, as necessary to maintain the established routes for home to school student transportation. When there are insufficient available qualified substitute drivers, other qualified drivers within the district may drive with the approval of their immediate supervisor and the transportation department supervisor.

### **ARTICLE VIII - CALENDAR**

- A. Scheduled Holidays. The District agrees to supply all employees in the bargaining unit with the following paid holidays: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.
- B. Holiday Eligibility. A bargaining unit employee shall be in a paid status on the workdays immediately preceding or succeeding the holiday in order to be paid for the holiday. The provisions of Education Code Sections 45203 and 45206 shall apply to those employees who are assigned to a Monday-Friday, Tuesday-Saturday, or Wednesday-Sunday work shift.
- C. Year Round School. Within 30 days of a decision by the Board(s) to implement a Year-Round School (YRS) calendar, the parties agree to meet and negotiate the effects of the change in work year, calendar and impact of the implementation of the YRS schedule, and any other changes to the existing terms and conditions of employment related to the decision to implement YRS.
- D. Leap Day. In any fiscal year in which one additional work day is included for all 12-month employees due to a leap year, those employees shall be allowed one additional non-paid day off which must be used on a non-student day by June 30 of that fiscal year.

## ARTICLE IX - VACATION

- A. Vacation Eligibility. An employee who has completed one year of probationary service as an employee, shall be eligible to accumulate vacation from the date of hire at the regular rate of pay earned at the time the vacation is to commence. Probationary employees may not use vacation leave until it is earned.
- B. Paid Vacation. Employees who are ten month workers shall be paid the value of their vacation in lieu of taking vacation during the school year. The district shall provide an annual notice to the employee identifying their regular rate of pay and amount paid in lieu of taking vacation. The amount will be paid in July. Other classified employee may take vacation at any time during the school year providing the employee has requested such time at least ten days in advance. Signed approval or disapproval of the vacation request will be returned to employee within five (5) work days, subject to the provisions of Article IX, F. An employee may carry the equivalent of one year's annual vacation into the succeeding year. In the event that an employee does not use the accumulated vacation leave which has been carried over from the preceding school year, the employee shall be paid at the end of that school year for the amount of vacation in excess of the allowable carryover.
- C. Vacation Pay Upon Termination. On separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation except employees who have not completed six months of employment in regular or restricted status shall not be entitled to such compensation.
- D. Vacation Accumulation. Members of the bargaining unit shall earn vacation on a daily basis prorated to the employee's workday in accordance with the following schedule:
1. From the first year through the fifth year of paid service, vacation shall be accrued at the rate of one day of vacation for each 25 days of paid service, not including overtime.
  2. Commencing with the sixth year of paid service through the completion of the tenth year of paid service, vacation time shall be accrued at the rate of one day of vacation for each 17 days of paid service, not including overtime.
  3. Commencing with the eleventh year of paid service through the completion of the fifteenth year of paid service, vacation time shall be accrued at the rate of one day of vacation for each 15 days of paid service, not including overtime.
  4. Commencing the sixteenth year of paid service, vacation time shall be accrued at the rate of one day of vacation for each 13 days of paid service, not including overtime.
- E. Holidays During Vacation Leave. When a holiday, as defined in this Agreement, occurs during the scheduled vacation of a bargaining unit employee, the employee will receive

pay at the regular rate of pay for the holiday and shall not be charged a vacation day for absence on the holiday.

- F. Vacation Scheduling. The district reserves the right to schedule vacations at time which are not disruptive to the normal work routine. Calendaring of employee vacation schedules will be coordinated by their supervisor, who will block-out high productivity times. If for any reason a vacation request is denied, the reason must be stated in writing. The employee has the right to appeal the denial to the next level supervisor. If the employees request is denied twice, the third request for a vacation date, different than the prior two dates will be granted. If two employees working in the same department request the same vacation dates, and the supervisor must deny one of the requests, the employee who submitted their vacation request first shall not have their request denied after approval, if a more senior employee submits a request for the same vacation dates. Whenever multiple employees submit requests on the same date for the same vacation dates and/or overlapping vacation dates then seniority will determine which requests will be approved. Vacations are to be rotated as equitably as possible. Substitutes may be provided for employees who are on vacation. In the event that an employee's work schedule prevents his/her use of accumulated vacation leave which has been carried over from a preceding school year, due to the actions of the supervisor, the employee shall be paid at the end of that school year for the amount of vacation in excess of the allowable carry over as provided in paragraph B of this Article.
- G. Interruption of Vacation. A vacation, once having commenced, shall be terminated only by the employee returning to work, the employee being laid off, the employee being terminated from employment, or the employee falling into other leave status (i.e. bereavement, sick leave, etc.).
- H. Vacation Pay. For purposes of vacation payout, vacation payout shall be made as follows:  
Calendar A unit members: paid out no later than August 31 of each year.  
Calendar B, C, and D unit members: paid out no later than July 31 of each year.



## ARTICLE X - LEAVES

- A. The benefits which are expressly provided by this Article are the sole leave benefits which are a part of this Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated with this Agreement, nor are such other benefits subject to Article XVII, Grievance Procedure.
- B. Bereavement Leave. The district will provide five days of paid non-cumulative leave of absence in the event of the death of any member of the immediate family. Immediate family includes: mother, father, aunt, uncle, stepmother, stepfather, grandmother, grandfather or grandchild of the employee or the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, stepson, stepdaughter, foster child, sister, sister-in-law, stepbrother or stepsister of the employee or any person living in the immediate household of the employee. Bereavement leave which exceeds five days will be designated as vacation or personal necessity, if available, and/or designated as unpaid leave with superintendent approval. The superintendent or designee shall have the discretion to grant a full or partial bereavement leave on a non-precedential basis to an employee for the death of a person other than a member of the employee's immediate family.
- C. Mandatory Jury Duty. The District agrees to grant to members of the bargaining unit regularly called for Jury Duty, in the manner provided by law, leave of absence without loss of pay for time the employee is required to perform Jury Duty during the employee's regularly assigned working hours. Employees called for Jury Duty must notify the District of service date(s) upon receiving the notice from the Court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for Jury Duty, less meals, travel, and parking allowances. Employees are not required to return to work during any day or portion thereof in which Jury Duty services of four hours or more are required. The District may require verification of time served on Jury Duty prior to or subsequent to providing Jury Duty compensation.
- Jury Duty Procedures: A jury duty summons asks that the employee call the evening before to find out the status of the employees group. If the employee is asked to report the following morning, they must notify their supervisor as soon as possible. If the employee is on telephone standby, they need to report to work as usual. When the employee calls mid-morning to check on their status, and they are asked to report for afternoon jury duty, they must notify their supervisor if this will affect their work shift. If the employee does not report for work while on telephone standby, their absence will be charged to their personal necessity or vacation leave. An absence report must be submitted for any day the employee must report for mandatory jury duty.
- D. Military Leave. Members of the bargaining unit shall be granted any Military Leave to which they are entitled under law as classified school employees. Employees shall be required to request Military Leaves in writing and, upon request, to supply the District

with "Orders" and/or status reports. Upon return, the employee shall be returned to his or her prior classification.

- E. Sick Leave. Members of the bargaining unit employed by the District five days per week with full pay for a fiscal year shall be entitled to 12 days leave of absence for illness or injury, excluding those days they are not required to render service. "Day," as used in this Article, is defined as the employee's regularly assigned workday, exclusive of overtime.
1. Members of the bargaining unit employed less than a full fiscal year and/or less than five days a week are entitled to that proportion of 12 days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bear to 12 months.
  2. Permanent Employees: Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the permanent employee and such leave may be taken at any time during the employee's assigned work year. Probationary Employees: Probationary employees of the District shall not be eligible to take more than six days of sick leave during the first year, or the proportionate amount for which they may be eligible (based on FTE equivalent and probationary 6-day maximum), and/or have earned prior to use.
  3. If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year-to-year.
  4. Members of the bargaining unit absent due to illness or injury must follow the procedures established by their immediate supervisor to notify their department of intent to be absent, the nature of the illness or injury, and the anticipated duration of the illness or injury, as soon as possible, prior to the start of the work shift. Sick leave notification shall not occur any later than one hour, before the start of the work shift, in order to be eligible for paid illness or injury leave. Work shifts which start after 2:00 PM must provide supervisor leave notification no later than 12:00 noon.
  5. Members of the bargaining unit requesting paid illness or injury leave may be periodically required, at the discretion of their immediate supervisor, to provide medical statements on forms supplied by the District. The medical cost will be borne by the employee. Members of the bargaining unit absent due to illness or injury, or for more than five consecutive workdays may be required to submit a medical release to their immediate supervisor and/or the Personnel Office, prior to being permitted to return to work. Any physician identified work restrictions must be submitted directly to the Personnel Office and evaluated prior to authorization to return to work. Return to work may be delayed until the physician work restrictions can be evaluated in relation to the ability of the employee to perform essential work functions defined within the job description and the District's ability to accommodate the employee's return to work.

6. Members of the bargaining unit shall be required to submit to a medical examination, at District expense, at the discretion of the District.
  7. Employees who must provide direct care for an ill or injured immediate family member may use their available sick leave days for this purpose.
- F. Pregnancy Disability - Sick Leave. A member of the bargaining unit who is in paid status immediately preceding medically verified pregnancy disability and who is absent for more than five consecutive assigned workdays following the birth of a child or a miscarriage, shall be required to submit a medical release to her immediate supervisor stating the date the employee is no longer disabled by pregnancy and subsequent birth or miscarriage.
- G. Industrial Accident and Illness Leave. Members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of 60 workdays paid leave in any one fiscal year. This leave shall not be accumulated from year-to-year. Industrial Accident or Illness Leave will commence on the first day of verification of the accident or illness.
1. Payment for wages lost on any day shall not, when added to an award granted under the Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial Accident and Illness Leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under Workers' Compensation. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.
  2. 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 leaves will be used. However, an employee is still receiving temporary disability payments under the Workers' Compensation laws of the State at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only the amount of his/her available sick leave and vacation which when added to the Workers' Compensation award, provides for a day's pay at the employee's regular rate of pay.
  3. When an employee on Industrial Accident or Illness Leave, is able to return to work, the employee may be reinstated in a position in the same class without loss of status or benefits. The employee shall be assigned to his or her prior classification.
  4. Workers Compensation Leave Industrial. Accident leave will be provided after completion of the first six months of the probationary period.

- H. Family Care and Medical Leave. The District shall provide family and medical leave in compliance with the Family and Medical Leave Act and the California leave statute (Government Code 12945.2). In meeting such statutory obligations, the District will, to the maximum extent permitted by law, credit any paid or unpaid leave status otherwise granted by this agreement toward said statutory obligations. Thus, the statutory leave will run concurrently with the leaves(s) granted pursuant to the other sections of this Article.
1. Such statutory family and medical leave status includes up to 12 weeks per year (referring to the 12-month period beginning on the date any family and medical leave commences) as leave of absence, due to child birth, or adoption, commencement of foster care, or infant care of the employee's child, or the serious illness or health condition of the employee, the employee's spouse, the employee's child or the employee's parents. Leave taken for any of these reasons will be counted against the employee's annual family and medical leave entitlements. Provided, that the State-required leave of absence due to employee disability caused by pregnancy, childbirth and related conditions, is not credited against the 12 weeks of leave. Leave taken to care for a newborn or foster or adopted child must be completed within one year of the birth or placement. Also, in these circumstances, if both spouses are employed by the District, the combined total Family Care and Medical Leave shall be limited to 12 weeks.
  2. For purposes of this section (only), the references to "child" in the FMLA includes a biological, adopted or foster child, stepchild, legal ward, or other person under 18, or an adult dependent child (one who is incapable of self-care because of mental or physical disability) for whom the employee has primary care giving responsibility, and the reference to "parent" includes biological, foster, or adoptive parent or any other person who had primary care giving responsibility for the employee when the employee was a child.
  3. The employee must have been employed by the district at least one full year (and provided at least 1,250 hours of service) immediately prior to such leave in order to qualify for the leave.
  4. The employee shall make a reasonable effort to schedule any such absence or related medical treatment so as to avoid disruption of District operations, and shall give the District at least 30 days advance notice of such leave plans. However, if the need for such leave is not foreseeable, the employee shall give notice within two business days of learning of the need. Failure to provide timely notice may result in postponement of the Family Care and Medical Leave.
  5. The District may require written certification to be issued by the health care provider of the person with the serious health condition, including certification of the date on which the condition commenced, the probable duration of the condition, an estimate of the amount of time the employee is needed to care for the individual, if the leave is due to the serious health condition of a child, spouse or parent, and

a statement that the illness warrants the participation of the employee or renders the employee unable to perform his or her job functions. The District may also require medical certification of fitness to return to work. Failure to produce any required certification shall result in denial of family and medical leave. If the District doubts the validity of the certification, it may require that the employee or other disabled person obtain a second opinion of a health care provider selected by the District, at District expense. If the two opinions conflict, the District may require a third opinion from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding on the District and the employee. If the statutory leave is being granted concurrently with another leave under this Article, then the normal contract procedure shall prevail over the above special certification process.

6. To the extent required by applicable laws, employees returning from a family and medical leave shall be returned to the same position, or to a position comparable to the position, they occupied prior to their leave.
  7. Subject to the above-mentioned "credit" provisions of above, the employee during this leave shall be entitled to continued coverage under the health insurance plan to the same extent, and subject to the same conditions, as an active employee.
  8. If the employee fails to return upon expiration of the leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would itself have met the qualifications for family and medical leave, then the District may recover health insurance premiums paid pursuant to the above leave provisions.
  9. Any employee on leave who is under a health plan which required copayment must continue payments in a timely fashion in order to qualify for District coverage.
- I. Entitlement to Other Sick Leave. When a member of the bargaining unit is absent from duty on account of illness or accident for a period of five 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 the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill the absent employee's position during the absence.
- J. Personal Leave. Upon approval of the immediate supervisor and the District and subject to the availability of a suitable substitute, an employee may be granted an unpaid Personal Business Leave of absence for a maximum of 1 year. The employee will return to his or her prior classification.
- K. Personal Necessity Leave. Each year a bargaining unit member shall be able to use their maximum annual earnings of Sick Leave at their discretion in cases of personal necessity without stating the specific reason; however, this may not be used for monetary gain, Association business, recreation, extension of a weekend, holiday, or vacation (a

weekend, holiday or vacation may only be extended with personal necessity use in the event of a personal emergency or a significant event that the individual could not schedule at another time).

1. Members of the bargaining unit are required to request Personal Necessity Leave from their immediate supervisor prior to the beginning of the work shift in which the absence is required. Supervisors may waive this requirement in cases of extreme emergency.
  2. Upon return from a Personal Necessity Leave, bargaining unit members shall be required to complete an Absence Verification Form provided by the District and to submit such verification as may be required.
- L. Floating Holidays. Two floating holidays may be scheduled and used at the discretion of the employee provided they have requested such time off at least ten work days in advance of the date requested, and with the approval of their immediate supervisor. Floating holidays will not be used during the week that students return from summer break or during the last week for students prior to summer break. New employees hired after November 30 and prior to March 15th will earn one floating holiday through June 30. Both of these holidays must be used during the employees work year and are not subject to cash payment in lieu of or inclusive of a shortened work year compensation for salary.
- M. Vacation/Personal Necessity/Floating Holiday Leave Donations In the case of a catastrophic emergency classified personnel can donate vacation, personal necessity and/or floating holiday hours to other classified employees. "Catastrophic illness" means an illness that is expected to incapacitate the employee for over ten (10) consecutive duty days or incapacitates a member of the employee's immediate family, defined as mother, father, children, spouse or significant other (living in the same residence), for over ten (10) consecutive duty days which require the employee to take time off work to care for that family member, and taking time off work creates a financial hardship for the employee, because he/she has exhausted all of his/her sick leave, vacation leave, and other paid leave options.

To donate vacation, personal necessity, and/or floating holiday hours, employees must submit a signed Agreement to donate vacation, personal necessity and/or floating holiday time to the Personnel Office. The vacation, personal necessity and/or floating holiday hours donated will be subtracted from the donating individuals earned vacation, personal necessity and/or floating holiday time. Payroll will convert the hours into payroll dollars at the rate earned and reimburse to the designated employee at their rate of pay. The maximum amount of personal necessity time that may be donated in a July 1 to June 30 fiscal year is 100 days of total time for the bargaining unit.

## ARTICLE XI - TRANSFERS/PROMOTIONS

- A. Administrative Transfers. Transfers of bargaining unit members on a temporary or permanent basis, may be initiated by District Management at any time such transfer is in the best interest of the District as defined by District Management. A unit member affected by such transfer shall be given 10 day prior written notice to the unit member and the association president, including the reason for the transfer and a conference will be held between the appropriate management person and the unit member in order to discuss the transfer.
- B. Vacancies.
1. Any employee in the bargaining unit may file for a vacant position by submitting a letter of intent by the posted deadline.
  2. District employees shall receive first consideration in filling a vacant bargaining unit position. Any bargaining unit employee who applies for a vacant bargaining unit position shall be given the opportunity to be tested (where applicable) by the close of the posting period, and to be interviewed as long as the employee possesses the minimum posted qualifications and have not received a written notice of needs improvement or unsatisfactory performance on an evaluation during the prior 12 months.
  3. When two or more bargaining unit employees meet the criteria, seniority of the employees shall be the determining factor.
- C. Lateral Transfers and Voluntary Demotions. Employees in the bargaining unit shall be given preferential consideration in filling any job vacancy, either by lateral transfer or voluntary demotion, within the bargaining unit. Consideration is defined as the opportunity to request by letter, and be interviewed for a vacancy for which the candidate meets the minimum job requirements. When two or more employees meet the criteria, seniority of the employees shall be the determining factor. Employees who have been interviewed a minimum of three times for a lateral transfer or a voluntary demotion are excluded from these mandatory interviews until management sees a change which would indicate a potential for a different outcome.
- D. Promotions. A promotion shall be considered a change in assignment of an employee from a position in one series to a vacant position in the same series, or from a position in one class to a different class, with a higher maximum salary rate. An example of a series shall be Custodian I, II, III, IV, V.
1. An employee who receives a promotion to a higher classification shall serve a six month trial period in the new classification. There will be at least one formal written evaluation completed during the trial period. If the district determines that the employee has not successfully served during the trial period, or if; during the

trial period, the employee requests to return to the prior position, the employee shall be returned to the job classification held immediately prior to the promotion. Return to the prior classification will not assure the employee of placement at the prior job site, department, or specified area and may result in the bumping displacement, or layoff of less senior employees.

2. Any employee in the bargaining unit may file for a position by submitting a written application and other required documents to the personnel office within the filing period. Employees may file for any vacancy during the posting period if they possess the minimum qualifications. In all cases the district shall make every effort to employ the best available candidate.
- E. 39 Month Reemployment Notification & Return to Work. All job vacancy notices shall be sent, by regular U.S. Mail, to all employees on a 39-month reemployment list for positions of the same classification. They shall be reemployed if they are able to return to work, prior to any other person being hired as long as they meet the minimum qualifications for the position.
  - F. Posting Procedures. Notices of all job vacancies within the bargaining unit shall be posted on bulletin boards in prominent locations in all work sites. The job vacancy notice shall remain posted for a period of five workdays, during which employees within the bargaining unit may file for the position.
  - G. Notice Contents. The job vacancy notice shall include; the job title, from Article I, Recognition (where applicable), the minimum qualifications required for the position, the number of hours per day regularly assigned to the position, job site if appropriate, the salary range, and the deadline for filing.
  - H. For Promotion Purposes. Any employee in the bargaining unit may file for the position by submitting written application and other required documents to the Personnel Office within the filing period.
  - I. For Transfer Purposes. Any employee in the bargaining unit may file for the position by submitting a letter of intent to transfer to the vacancy.
  - J. Certification of Applications. Employees who are interviewed shall receive a follow-up notification of their standing by telephone or letter.
  - K. 5% Promotion Rule. Any employee receiving a promotion shall receive no less than a five percent salary increase in the new position



## ARTICLE XII - CONTRACTING WORK

If the District anticipates entering into a vendor contract that will result in a reduction of bargaining unit positions, the District shall meet and negotiate with CSEA prior to letting the contract. The parties agree that the final authority for deciding to contract rests with the Board of Trustees.

## ARTICLE XIII - EVALUATIONS

- A. General. The evaluation and supervision program for classified employees shall adhere to the philosophy, procedures and time lines established in the Handbook for Classified Staff Evaluation and Supervision, and evaluate and assess classified employees competency in nine performance categories as outlined on the Classified Performance Evaluation form. Provisions of this Article take precedence over any handbook, policy, rules, regulations, etc. regarding bargaining unit employee evaluations. An agreed evaluation committee will be established and “The Handbook for Classified Staff Evaluation and Supervision” will be revised and updated prior to December 1, 2017. The committee will consist of equal representation from CSEA and the district.
- B. Purposes of Performance Evaluation. Performance evaluation is of prime importance to both employee and evaluator (who is a manager/supervisor and the immediate supervisor of the employee), and should serve the following purposes: (1) Indicate perceived employee strengths, (2) Give recognition for good work, (3) Identify perceived areas where growth or improvement are needed and indicate how to do so, and (4) provide a written basis for permanency, promotion, or other personnel action. Evaluations are a tool to assess an employee’s superior, satisfactory, or less than satisfactory performance. They are not intended to be used as discipline.
- C. Principles of Evaluation. The performance evaluation should generally be a positive experience for both employee and evaluator. The strong and weak points of the employee's performance should be identified so that recognition can be granted where warranted and assistance can be provided when needed. Typically, areas where improvement is needed should be identified and discussed with the employee prior to the evaluation. Dates of all less than satisfactory performance shall be noted on the evaluation. The performance evaluation should be a summation of the employee's total performance.
- D. Performance evaluation reports shall be made on the forms provided by the District. Evaluations shall be based on observation or knowledge of the immediate supervisor, and not upon unsubstantiated charges or rumors. In addition, no evaluation shall be based upon derogatory materials in the employees personnel file unless the employee has been provided a copy of that material, given prior notice and the opportunity to review and comment upon the performance evaluation and have the comments attached to the material. If an evaluation contains references to individuals, other than the immediate

supervisor, who have contributed to the evaluation, those individuals shall be personally identified in the evaluation.

- E. Probationary Employees. The performance of each probationary bargaining unit member shall be evaluated by the immediate supervisor, on forms provided by the district, at least once during the probationary period. The exception to this provision is any probationary employee notified of an unsuccessful probation. The evaluation shall occur prior to the expiration of the 12 month probationary period.
- F. Permanent Employees. The performance of permanent employees shall be evaluated at least every other year. More frequent evaluations may be conducted by the immediate supervisor if necessary.
- G. Evaluation Conference. The immediate supervisor shall review evaluation results with probationary and permanent employees, discussing standard of performance behavior required for the positions to which they have been appointed. Classified employees shall be encouraged to participate in the formulation of performance objectives in cooperation with supervisorial personnel. At the time of hire, transfer, promotion, or when performance standards/criteria have changed, the immediate supervisor shall meet with the employee to review the standards and criteria that they will use in assessing an employee's performance in the upcoming evaluation period.
- H. Disposition of Evaluations. Copies of the evaluations of probationary and permanent bargaining unit members shall be given to the employee at the time of the evaluation conference, be forwarded to the Personnel Department by the immediate supervisor performing the evaluation, and shall subsequently be placed in the employee's official permanent personnel file.
  - 1. The evaluation shall bear the employee's signature as evidence of his/her receipt of a copy of the document. The employee's signature on the evaluation form does not necessarily signify the employee's agreement with the contents.
  - 2. If the employee disagrees with his/her evaluation by his/her immediate supervisor, he/she may submit a written rebuttal which shall become attached to the evaluation form and shall be part of the employee's permanent personnel file. The rebuttal shall be discussed between a higher management person, immediate supervisor and the employee.
  - 3. Evaluations based on an incident(s) leading to less than satisfactory markings on the performance evaluation not based upon the personnel knowledge of the evaluator must be thoroughly investigated by the evaluator.
  - 4. If the employee is performing in a less than satisfactory manner, the immediate supervisor shall, at the time of the incident, implement the following procedures to apprise the employee of his/her performance: oral warning and counseling, written warning, notice of potential impacts on a performance evaluation.

5. Any less than satisfactory marking evaluation should include specific recommendations for improvement and provisions for assisting the employee in implementing the recommendations. A re-evaluation shall occur in no less than twenty (20) work days of the less than satisfactory performance to allow the employee sufficient time to bring the performance up to at least satisfactory standards.
- I. The following provisions related to employee evaluations shall apply:
1. An employee who receives an unsatisfactory overall rating on his/her final evaluation shall not receive step advancement if he/she has not already achieved the highest step of his/her classification. Additional longevity stipends shall not be granted to an employee who receives an unsatisfactory overall rating on his/her final evaluation.
  2. Before an employee is denied step or longevity advancement, the employee shall be given in writing, at least 60 calendar days before the final evaluation, a written notice of unsatisfactory performance. The employee has the right to request an appeal of the final evaluation prior to any implementation of denied step or longevity advancement. The appeal shall be made to a District administrator who is not in the chain of command of the employee and whose decision shall be binding on all parties. The employee has the right to representation at the appeal.
- J. Probation. New employees will serve a twelve (12) month probation period. At the end of the twelve (12) months they will receive permanent status
- K. Personnel Files. There is only one official personnel file and it is maintained by the Personnel Department. 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: were obtained prior to the employment of the person involved, were prepared by identifiable examination committee members, and /or were obtained in connection with a promotional examination.
1. 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 actually required to render services to the employing District. Copies of any material in an employee file shall be provided by the District to the employee or their authorized representative.
  2. Information of a derogatory nature shall not be entered or filed unless and until the employee is given a copy of the material, notice, and an opportunity to review and comment thereon. 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 reduction.

**ARTICLE XIV - SAFETY**

- A. The District shall make a reasonable effort to insure bargaining unit employees have safe working conditions.
- B. The District will comply with the provisions of the California State Occupational Safety and Health Act regulations within the general industry and construction industry standards where applicable.
- C. It is the responsibility of the employee to be safety conscious, to adhere to safe procedures and practices appropriate to the job assignment and the work being performed, and shall report immediately, verbally, and in writing any unsafe health, safety, and working conditions to their immediate supervisor.
  - 1. Employees are required to wear designated safety equipment, including but not limited to: footwear, eyewear, outerwear as designated by the District. All required safety equipment shall be provided by the District.
  - 2. Employees will operate equipment and perform their daily tasks in a safe manner and abide by safety training.
  - 3. Employees will report any work-related accidents and/or injuries within one (1) hour to their immediate supervisor (or designee). Employees shall complete the report on the form provided by the District as directed by the immediate supervisor (or designee). Nothing in this section prevents an employee from reporting a work-related injury as soon as they become aware of it, even if that awareness occurs in more than one (1) hour after the incident that caused it.
- D. A safety committee shall be formed and meet regularly to review health, safety, and working conditions. The committee will provide written reports of its activities on a timely basis. The report will be posted at every site. CSEA will have a position on this committee consistent with Board Policy 2220. The committee will elect its own chair on an annual basis.
- E. Custodial, grounds, transportation, IT and maintenance employees may wear hemmed walking-style shorts when all of the following conditions exist and are complied with:
  - 1. The work being performed is in a building which is not air conditioned or the work is outdoors;
  - 2. School is not in regular session (excluding Summer School);
  - 3. The work is non-hazardous, (hazardous work is defined as that which exposes the

body and skin to abrasions/cuts/burns from rotating/moving/power equipment/machinery, chemicals, welders, saws, and flying substances or objects);

4. With the prior authorization of the supervisor (prior authorization means the employee has talked to their supervisor about their scheduled work, the nature of the work they will be performing and received verbal permission, before dressing in shorts);
5. The employee must have a change of clothes (coveralls, long pants, etc.) to slip over the shorts if their work changes from non-hazardous to hazardous work conditions;
6. Failure to receive prior authorization, to adhere to the stated conditions, and/or to practice safe work habits will result in disciplinary action.

### **ARTICLE XV - GRIEVANCE PROCEDURE**

A. Definitions. The following terms are defined as:

1. "Grievance" - A formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement.
2. "Grievant" - A grievant is a unit member covered by this Agreement or the Exclusive Representative representing the rights of a unit member(s). The Exclusive Representative may file a grievance alleging that a right(s) of the Exclusive Representative has been violated.
2. "Day" - Any day in which the central administration office of the District is open for business.
4. "Immediate Supervisor" - The lowest level administrator having line supervisory authority over the grievant who has been designated to adjust grievances.

B. Informal Level. Before filing a formal written grievance, the grievant should attempt to resolve it in an informal conference with his/her immediate supervisor.

Employees have the right to have union representation at any level of the grievance procedure.

C. Formal Level I. Within 10 days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the District Classified Grievance form to his/her immediate supervisor.

1. This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article, section, and paragraph of this Agree-

ment that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

2. The supervisor or designee shall communicate his/her decision to the employee in writing within 15 days after receiving the grievance.
  3. Within the above time limits, either party may request a personal conference.
  4. Failure of the grievant to adhere to time limits/deadlines established in the grievance article shall constitute an invalid grievance. Time limits may be waived with the agreement of both parties.
- D. Formal Level II. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the District classified grievance form to the superintendent or designee within 10 days.
1. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
  2. The District Superintendent or designee shall conduct an investigation into the allegations and shall communicate his/her decision within 10 days after receiving the appeal. Either the grievant or the superintendent or designee may request a personal conference within the above time limits.
- E. Formal Level III. In the event that the grievant is not satisfied with the decision at Level II, a written appeal to the Superintendent or designated representative shall be filed within five days of the issuance of the Level II decision or the deadline within which such decision was to be made.
1. The appeal shall contain all materials utilized in the second level, including the decision rendered, if any, and a specific and concise statement of the reason for the appeal.
  2. The Superintendent or designated representative shall meet with the grievant and the representative, if the grievant so desires, within 10 days of the receipt of the appeal.
  3. Within 10 days of the receipt of the appeal, or within 10 days of the meeting between the Superintendent and the grievant, (whichever applies), a written decision and the reasons for the decision shall be transmitted to the grievant. If there is no response within the specified time limit, the grievant may proceed to the next level.
  4. The content of any discussion or offers of settlement by either party not be introduced at any level of the Grievance Procedure. Only the specific terms of the settlement (if any) of the grievance may be revealed by the parties.

- F. Formal Level IV – Mediation. If the grievant is not satisfied with the Level III response, he/she may request that the Association submit the matter to mediation. Within 10 days of delivery to the grievant of the Level III response, the Association may petition the California State Conciliation Service for the assistance of a mediator. A copy of the petition must be received by the District within the ten day limitation. If the mediator is unable to assist the parties in effecting a satisfactory resolution within two mediation meetings, the grievance may be appealed to Level V, within ten days of the last meeting.
- G. Formal Level V -Board Closed Session Grievance Hearing. The Board of Trustees of the District will meet to conduct a Board Closed Session Grievance Hearing to review any Association appeal of the Superintendent’s decision (Level Three), based upon a written request from the Association and after the completion of Mediation (Level Four). After hearing and considering written and/or oral presentations from the Association and district staff the Board will make a decision regarding the grievance. The Board’s written decision shall be transmitted to the grievant and/or Association representatives within 10 days.
- H. Formal Level VI - Binding Arbitration. Only the Association may process an appeal to this level. Written submission must be forwarded to the California State Conciliation Service. The arbitrator shall be selected by mutual agreement of the parties. A hearing will be conducted under the rules of the American Arbitration Association. The following provisions shall apply:
1. Procedural objections to arbitrability will be resolved by the arbitrator prior to a hearing on the merits.
  2. The arbitrator shall have authority to hear and rule only on the precise issue(s) submitted by the parties.
  3. Where the grievance alleges that a discretionary action by the District has violated the Agreement, the arbitrator shall have the binding authority to determine the specific relief/remedy for the grievance.
  4. The parties agree to share equally the costs and fees of the arbitrator. The costs of presenting a case shall be borne by the respective parties.
  5. The recommendation of the arbitrator shall be submitted to both parties. This decision will be binding on both parties.
- I. Grievance Witnesses, Grievant Release Time, Grievance Processing During Regular Working Hours. A grievant, and one Association job representative, shall be released from duty for the purpose of meeting and discussing with the appropriate management a circumstance(s) giving rise to the grievance. The Association agrees that preparation of the grievance and conferencing on the subject of the grievance by the respective employee and job representative shall be done at times other than during working hours.

## **ARTICLE XVI – DISCIPLINARY PROCEDURES**

The District and the Association support the concept of a progressive discipline process. Therefore a unit member shall not incur discipline (defined herein as termination, demotion, and/or unpaid suspension) without cause (as defined by Administrative Regulation 4218 which is made part of this Agreement as an Appendix) and due process.

The District will administer the following progressive discipline steps for employee discipline unless California law provides otherwise or if the conduct of the employee involves a serious breach of professional conduct. Written copies will be provided to employee and the Chief Human Resources Officer will be contacted prior to any discipline being administered:

**Step 1:**

- Written Summation of verbal/conference with employees
- Does not go into the personnel file

**Step 2:**

- Formal written letter of Summation of incident, gives directives to correct behavior
- Does not go into personnel file

**Step 3:**

- Written letter of warning/concern with specific directives to correct behavior
- Copy does go into personnel file

**Step 4:**

- Formal written letter of reprimand with specific directives
- Copy goes into personnel file

**Step 5:**

- Initiated by Chief Human Resources Officer
- Unpaid Suspension, Demotion or Termination

- A. Dismissal or other discipline of permanent classified employees, other than oral or written reprimand, shall be instituted by serving upon the employee personally or by certified mail a written notice of the specific charges, causes, proposed discipline, and a statement of his/her right to an evidentiary hearing before the Governing Board and notice that he/she may request a hearing before the Board by delivering a written request (a form for which shall accompany the notice of charges) to the office of the Superintendent not later than five calendar days after receipt of the statement of charges. Certified mail refused or designated undeliverable by the U.S. Postal Service sent to the last recorded address provided by the employee shall be considered served as if the employee had signed and accepted service.



- B. Pre-Disciplinary Hearing. Prior to discipline being recommended to the Board, the employee shall be offered an opportunity to respond to the written charges either verbally or in writing (their choice) at a pre-disciplinary hearing conducted by a District administrator who is not within the employee's chain of command. The District designee shall review the charges brought by the District as well as the response and information provided by the employee prior to rendering a recommendation to the District Superintendent on those charges.
- D. If an evidentiary hearing is held by the Governing Board, the District shall have the burden of proving cause for discipline. The decision of the Board at such hearing shall be final and binding on the parties, and shall be provided to the employee in writing within ten (10) work days of the hearing.
- E. If no timely request for an evidentiary hearing is received from the employee, the discipline or dismissal shall take effect upon official Board action. If a hearing is requested within that time, the discipline or dismissal shall be stayed until the Board's decision. If sustained by the Board, the discipline or dismissal shall then be effective immediately unless the Board otherwise provides.
- F. Subject to Administrative Regulation 4218, the Superintendent may determine that if the needs of the District so require, he/she may order the suspension of the employee with or without pay pending completion of the discipline process. In such cases, the Board shall determine as part of any appeal whether to sustain or reverse the suspension and any denial of compensation.
- G. No discipline shall be imposed for any cause arising more than two years prior to the notice of discipline, or arising during the employee's probationary status. However, this statute of limitations shall be waived for that period of time that the cause is unknown or cannot reasonably be presumed to be known to the Governing Board or to the Superintendent of the District.

#### **ARTICLE XVII - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. The Board of Trustees, on their own behalf and on behalf of the electors of the Districts, hereby retain all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of California, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management organization and administrative control of the District and its properties and facilities, and the activities of its employees.
  2. To direct the work of employees, determine the time and hours of operation, and determine the kinds and levels of services to be provided, and the methods and means of providing those services, including entering into contracts with private vendors for services.
  3. To hire all employees, and, subject to the provisions of law, to determine their

qualifications and the conditions for their continued employment, discipline, dismissal, or demotion; and to promote, assign, and transfer all such employees.

4. To establish educational policies, goals, and objectives; to insure the rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations.
  5. To build, move, or modify facilities; establish budget procedures and determine budgetary allocations; to determine the methods of raising revenues; and to take action on any matter in the event of an emergency.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Boards of Trustees, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.

#### **ARTICLE XVIII - CONCERTED ACTIVITIES**

- A. It is agreed and understood that there will be no work stoppage, slow-down, or other illegal concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- C. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- D. It is understood that, in the event this Article is violated, the District shall be entitled to withdraw any right, privileges, or services provided for in this Agreement or in District policy from any employee and/or the Association.

**ARTICLE XIX - COMPLETION OF NEGOTIATIONS**

- A. Any individual contract between the Boards of Trustees and an individual employee within the representational unit of this Contract, heretofore executed, shall be subject to, and made subject to and consistent with, the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. This Agreement shall supersede any rules, regulations, or practices of the Boards of Trustees which are contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Boards of Trustees.
- C. During the term of this Agreement, the Association waives and relinquishes the right to meet and negotiate and agrees that the Boards of Trustees of the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. This section does not waive the right of the Association to negotiate any items agreed to be negotiable in this Agreement and/or to waive its rights under law to negotiate mandatory subjects of bargaining (including, but not limited to the effects of layoffs and reductions in work, etc.)
- D. This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- E. The parties acknowledge that any changes to portions of District policies, rules, and/or regulations that involve mandatory subjects of bargaining are negotiable prior to any change being implemented.

**ARTICLE XX - SAVINGS CLAUSE**

- A. If any Articles, Sections, or Provisions of this Agreement shall be found to be contrary to, or in conflict with federal or state law, that article, section, or provision only shall be rendered void with no effect, because of this contraction or conflict with federal or state law, to any other article, section, provision of this Agreement.
- B. The Article, Section, or Provision, upon being rendered void, shall revert to the authority of the Boards of Trustees until a replacement provision is negotiated between the parties.

**ARTICLE XXI - LAYOFF AND REEMPLOYMENT PROCEDURES**

- A. Definition of Layoff Layoff means termination of employment except in disciplinary cases and includes any reduction in hours, days, or months of employment or assignment to a class or grade lower than that in which the employee has permanence in order to avoid interruption of employment by layoff.
1. Any notice under these provisions shall be either delivered in person to the affected employee or shall be sent by certified mail to the last known address. Notices that are returned as refused or undeliverable by the U.S. Postal Service shall be considered as delivered. For the purpose of calculating time periods, the first day shall be the day in which the employee is either personally served or the date of postmark of the notice sent by certified mail. It shall be the duty of the employee to maintain, on file in the Administration Division Office his/her current address.
- B. Notice of Layoff The District shall send written notice of layoff to the affected employee(s) not less than sixty (60) days prior to the effective date of layoff, informing the employee(s) of his/her displacement rights, if any, and reemployment rights. Any notice of layoff shall specify the reason for layoff and identify by name and classification the employee(s) designated for layoff.
- C. Seniority shall be determined by date of hire in class. Per California Education Code 45308, classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee has been laid off, the order of layoff within the class shall be determined by the length of service. The employee who has been employed the shortest time in class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff. In the event of a tie in seniority, the individual with the highest last four digits of their Social Security number shall be deemed to be the most senior (for example, the highest last four digits equals the most senior).
- D. Bumping. To be considered for bumping in lieu of layoff, classified employees shall exercise bumping rights into any position (classification) in which they have previously served, provided they have greater combined seniority than the person being displaced, and further provided that the positions (classification) in which they are bumping is equal to or lower than the position (classification) from which they have been laid off.
- E. Voluntary Demotion.
- A classified employee may exercise their rights under California Education Code 45298 to agree to a voluntary demotion to any lower classification within a current or previously held class, provided he/she meets the minimum qualifications for the position and a vacancy exists at the time. No classified employee may be displaced by this process. A classified employee exercising their right shall notify the District of their intent not later than six (6) work days from service of the Notice of Layoff.

F. Retirement in Lieu of Layoff. A classified employee subject to layoff may, in lieu of layoff, if eligible, retire under the provisions of the Public Employees Retirement System (PERS).

G. Decrease in Assigned Time in Lieu of Layoff.

A classified employee may exercise their rights under California Education Code 45298 to agree to work fewer hours than the employee would otherwise be entitled based on the employee's length of service.

The District shall determine the number of hours, if any, available for an employee who desires to reduce his/her hours.

H. Reemployment Rights.

1. An employee who is laid off shall be placed on a thirty-nine (39) month reemployment list. The employee shall be required to maintain his/her current address on file with the Administration Office.
2. A classified employee who elects bumping or voluntary demotion in lieu of layoff shall be placed on the thirty-nine month reemployment list and be granted an additional twenty-four months, and shall be eligible, when a vacancy occurs, to return to his/her former job classification in the order of his/her service as any other employee on such list.
3. If, during any employee's eligibility period of reemployment, positions become vacant within a job classification of a laid off employee(s), the District shall notify, in writing, such employee or employees offering reemployment in order of seniority.
4. An employee who receives an offer reemployment, but who does not accept the offer of reemployment within eleven (11) working days shall be deemed to have rejected the offer of reemployment.
5. A classified employee reemployed within thirty-nine months after being laid off shall be fully restored to his/her position with all rights to permanent status. Seniority, benefits, or service credit shall not, however, accrue during the period of layoff.
6. The District shall comply with all re-employment rights as noted in Education Code Section 45298.

I. Additional Provisions.

1. To the extent required under law, the District recognizes its obligation to not contract out, transfer, or otherwise allow the performance of work formerly assigned to laid off or reduced bargaining unit members by non-bargaining unit members without the prior negotiated agreement of CSEA.
2. Should any bus driver be laid off as a result of lack of funds/lack of work (including department reorganization), said Bus Driver shall have bumping rights into the Transportation Assistant classification using their date of hire as a Bus Driver as their seniority date.

**ARTICLE XXI - DURATION**

- A. This Agreement shall become effective on July 1, 2017, and shall continue in effect to and including June 30, 2019. The agreement shall remain in force and effect beyond the stated expiration date from day to day until such time as a new or modified agreement is ratified by both parties.
- B. Initial Proposals by each party shall be exchanged no later than April 30 of each year and placed on the school board agenda for public comment at the next regular meeting of the school board.

**SIGNATURE PAGE**

By their signatures below, the signatories certify that they are authorized representatives of either the District of the Employee organization as the contracting parties; that all actions necessary for the District or employee organization to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered into without the need for further ratification and acceptance.

RECOMMENDED:

RECOMMENDED:

PASO ROBLES JOINT UNIFIED  
SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER #254

By: \_\_\_\_\_  
Chris Williams  
PRJUSD Superintendent

By: \_\_\_\_\_  
Lacy Gillespie  
Labor Relations Representative

ACCEPTED:

ACCEPTED:

By: \_\_\_\_\_  
Field Gibson  
School Board President

By: \_\_\_\_\_  
Anita Hendry  
Chapter 254 President

Date: \_\_\_\_\_

Date: \_\_\_\_\_