

AGREEMENT BETWEEN

**California School Employees Association
Newman-Crows Landing Chapter #551**



AFL-CIO

and

Newman-Crows Landing Unified School District



July 1, 2021 through June 30, 2024

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Article 1 – AGREEMENT

- 1.1 This Agreement is made and entered into between the Newman-Crows Landing Unified School District, hereinafter referred to as the District, the California School Employees Association and its Newman-Crows Landing Chapter 551, hereinafter referred to as CSEA, in accordance with Chapter 10.7, Sections 3540.3549 of the Government code. Except as provided elsewhere in this Agreement, this Agreement shall remain in full force and effect from final ratification until June 30, 2024.
- 1.2 This Agreement shall remain in full force and effect from July 1, 2021 up to and including June 30, 2024 and thereafter shall continue in effect until a successor Agreement is signed.

Article 2 - RECOGNITION

2.1 The classified employees covered by this Agreement are as follows:

1. Campus Supervisor/Driver
2. Yard Duty/Safety Patrol
3. Bilingual Clerk /Tester
4. Clerk
5. Food Service Worker II
6. Health Clerk
7. Instructional Aide Bilingual
8. Instructional Aide
9. Attendance Clerk
10. High School Library Media Clerk
11. Library Media Clerk
12. Account Technician Clerk
13. Registrar
14. Custodian
15. Custodian/Driver
16. Food Services Lead Person
17. Groundskeeper
18. School Secretary
19. ASP Secretary
20. Secretary II
21. Custodian/Maintenance Asst.
22. Lead Groundskeeper
23. Lead Custodian (Plant Foreman)
24. Program Facilitator
25. Speech Language Pathologist Assistant
26. Secretary III
27. Maintenance & Operations Secretary
28. Maintenance Assistant II
29. ASP Coordinator
30. ASP Leader
31. AM ASP Leader
32. ASP Music Leader

The above-described units shall not include management supervisory or confidential positions.

Updated: June 7, 2021

Article 3 - CHECK OFF AND ORGANIZATIONAL SECURITY

3.1 Membership and Dues Deduction

CSEA shall have the sole and exclusive right to payroll deductions.

3.2 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

3.3 Hold Harmless

CSEA shall indemnify, save and hold the District harmless from any and all claims, demands, or lawsuits, or any other action arising from this Article, including reasonable attorney's fees for District legal counsel. CSEA shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried or appealed.

3.4 Distribution of Contract

Within sixty (60) calendar days after the execution of this contract, the District provide an electronic copy via district email to each CSEA member. A hard copy shall be posted in the staff rooms of each work location. Additional copies will be provided by the site or district office to employees upon request.

Article 4 - PAY AND ALLOWANCES

4.1 Regular Rate of Pay

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

4.2 Frequency- Once Monthly

All employees in the bargaining unit shall be paid **twelve (12) equal payments** once per month payable on or before the last working day of the month in accordance with Stanislaus County Office of Education policy.

4.3 Payroll Errors

If it is determined that an error has been made in the calculation or reporting in any bargaining unit members payroll or in the payment of any bargaining unit members salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

In the event an employee receives an overpayment of wages, a repayment plan shall be developed by the employee and the District. Within reason, the repayment plan shall be completed by the end of the current fiscal year. The employee shall be entitled to union representation at a meeting where a repayment plan will be discussed and/or developed.

4.4 Promotions/Rate of Compensation

When any employee receives a promotion, he/she is entitled to compensation based on the lowest step on the higher range allowing a minimum increase of five (5) percent, except in those instances where one-range differences would exceed the employee's years of service. In those instances, the bargaining unit member would receive a minimum increase of two and one-half (2½) percent.

4.5 Meals and Lodging

Subject to prior approval, any employee who as a result of an authorized work assignment, must have meals and/or lodging away from the District, shall be reimbursed for the full reasonable cost thereof. Where practicable, the District shall provide advance funds to the employee for such expenses.

4.6 Working Out of Class

An employee may be required to perform duties inconsistent with those assigned to the position by the Board of Trustees for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and will reflect a five percent (5%) pay

difference.

4.7 **Longevity**

Longevity rates will be paid commencing with the eleventh (11) year of employment with the District, which may be a combination of more than one job classification.

The salary schedule will reflect longevity steps for years of continuous service to the District at years 11, 16, 21, 26, and 31 at the following interval increases:

Footnote:
All positions will receive longevity compensation at the following intervals:
After completion of 11 years of employment within the District – 3% of applicable step
After completion of 16 years of employment within the District – 6% of applicable step
After completion of 21 years of employment within the District – 9% of applicable step
After completion of 26 years of employment within the District – 12% of applicable step
After completion of 31 years of employment within the District – 15% of applicable step

4.8 **Me, Too**

If the certificated bargaining unit and/or the classified/certificated managers' group receive(s) a higher percentage increase in salary and/or benefits, negotiations will be reopened in these areas.

4.10 **Contingency Language**

During the term of this agreement, in the event the District receives an additional unrestricted increase to the District base revenue limit, after the Association and the District have reached agreement on compensation for that year, the District and/or the Association will reopen on Article 4, Pay and Allowances, and Article 8, Health and Welfare Benefits.

4.10.1 In recognition of the effects of the lay-off reductions detailed in this agreement, the District and the Association agree that the Association has the right to reopen negotiations as new money becomes available from either state or federal sources with the express intention of restoring the reductions as outlined in the effects of the lay-off agreement.

4.10.2 Additionally, the Association and the District agree to the "Effects of Layoff" as detailed in **Appendix J**, with the following provisions: "In recognition of the reductions detailed on **Appendix I**, the District and the Association agree that the Association has the right to reopen negotiations as new money becomes available from either state or federal sources with the express intention of restoring the reductions as outline herein". Provisions to be followed while unit members are in reduced days/hours status are specified in **Appendix J** and are a part of this agreement.

4.11 All Instructional Aide will be moved to the "BB" range on the salary schedule. Possible step changes that were to occur at the "A" and "B" range will be granted at the "BB" range. All instructional aides will be required to attend trainings in order to serve all students in all programs at the school sites.

Article 5 – VACATION

5.1 Vacation

All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis; July 1 to June 30. **(Form Appendix H)**

5.2 Paid Vacation

All accrued vacation leave must be used by June 30 of that fiscal year, unless otherwise approved by the District in writing.

5.3 Accumulation

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule:

Employees in the bargaining unit shall be entitled to one (1) day of paid vacation per year for each month of contracted service per year. Each employee shall receive one (1) additional day of paid vacation for each year of continuous service to this school district from one (1) to five (5) years. One (1) additional day of paid vacation will be awarded at the end of the ten (10) and fifteen (15) years, and two (2) additional days will be awarded at the end of the twenty (20) years of service.

5.4 Vacation Pay

Pay for vacation days shall be at the regular hourly rate which the employee would have received had he/she been in a working status.

5.5 Vacation Pay Upon Termination

When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

5.6 When a holiday (s) falls during scheduled vacation, said holiday (s) will not be charged as vacation leave.

5.7 Calendar Change Request

A calendar change request may, with the approval of the District, be submitted at any time during the school year.

A) A bargaining unit member shall submit a written calendar change request to his/her immediate management supervisor/designee no later than three (3) business workdays prior to the requested day(s) off. The supervisor shall respond within two (2) business workdays to the request.

- B) The immediate management supervisor/designee shall approve/deny the bargaining unit member's calendar request. If denied, the immediate management supervisor/designee shall provide a reason, upon request. Retroactive calendar change requests will not be honored.
- C) Any denied calendar change shall be indicated with a specific reason for the denial by the immediate supervisor. An employee shall have the right to a conference with the Director of Human Resources within 3 business days to discuss the denial. (See Appendix H)

5.8

Vacation Approval

Vacation requests will be submitted no later than April 30 for the following school year from employees to their immediate supervisor. Supervisors will approve vacation requests no later than May 15 with seniority in classification being the determining factor when employees request the same time period off.

Article 6 - HOURS OF EMPLOYMENT

6.1 Workweek

The workweek shall consist of five (5) consecutive days, eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

6.2 Workday

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement. Each bargaining unit employee shall be assigned a fixed, regular minimum number of hours per day.

Start and End Times

The start and end time of a workday shall be determined by the employee's immediate supervisor. Employees shall have the right to discuss the proposed starting/ending time for their workday with their supervisor. If start and end times need to change for more than twenty (20) workdays in that position, the employee shall be given five (5) workdays notice for a change of two (2) or less hours. For a change of more than two (2) hours, the employee shall be given ten (10) workdays notice. Both of these notice periods may be waived with written mutual consent of the supervisor and employee.

6.3 Lunch Periods

All employees covered by this Agreement shall be entitled to an uninterrupted lunch period. The length of time for such period shall be for no longer than one (1) hour nor less than one-half (½) hour and shall be scheduled for employees working more than a four (4) hour day at or about the midpoint of each work shift as scheduled by the administration.

If an employee is required to forego his/her lunch period, he/she shall receive pay or compensatory time off at the rate of one and one-half (1½) time worked which necessitated a lunch of less than 30 minutes.

6.4 Rest Periods

All bargaining unit employees shall be granted one (1) ten (10) minute rest period for every four (4) hours scheduled to work. Insofar as practicable, each rest period will be scheduled at mid-point in the shift.

6.5. Overtime - Equal Distribution

Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each department in accordance with the following protocols:

Protocols/Eligibility

Only permanent (non-probationary), classified employees in non-paid status shall be eligible for extra time. Pay shall be at the employees' regular rate of pay regardless of the extra time classification.

1. Seniority shall be determined by the date of hire with the District in a regular classified position. If two (2) or more employees have equal seniority in a specific classification, the tie shall be broken based on the total length of District service as a regular employee; if a tie still exists, determination shall be made by lot.
2. Upon acceptance of these protocols by CSEA 551 and NCLUSD, a seniority list shall be established and available at all District sites for all classifications, beginning with the most senior to the least senior in each classification. Minimally, each seniority list shall be updated no later than the beginning of the fiscal year (July 1-through June 30). When employees work sites change, each seniority list shall be updated to reflect such changes within twenty (20) working days of all changes including changes in extra time status.
3. Overtime/Extra time shall be first offered to the most senior employee at that site within the classification offering overtime/extra time. Should that employee decline or default the offer, his/her name shall rotate to the bottom of the overtime/extra time list(s) and the next most senior employee shall be offered the overtime/extra time; this shall continue until said overtime/extra time has been accepted by an employee in the specific classification. Should no one at that site within the specific classification accept the overtime/extra time, it shall be offered district-wide to all eligible qualified classified employees within that classification. Should no one accept the offer, it shall then be offered to all qualified employees at that site. Should no one accept the offer it shall be offered to all qualified District employees.

6.6 **Overtime/Extra Time Compensation**

Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to one and one-half (1 ½) times the regular rate of pay of the employee for all work authorized. Overtime is work in excess of the established day and workweek as defined in Article 6.1 of this contract.

Employees who work four (4) hours or more a day on a regular basis shall be paid one and one-half (1 ½) times or receive compensatory time at the rate of one and

one-half (1 ½) times, for work on the sixth (6th) and seventh (7th) consecutive workdays.

6.7 **Compensatory Time**

An employee in the bargaining unit shall have the option to take compensatory time off at a time approved by the Superintendent/designee in lieu of cash compensation for authorized overtime work, written request must be submitted prior to exercising this option. All compensatory time accumulated must be taken by the end of the school year in which it was earned. If the compensatory time has not been taken by the end of the school year in which it was earned. The District shall pay the employee for all such time at the appropriate overtime rate based on the employees' current rate of pay.

6.8 **Voluntary Demotion or Voluntary Reduction in Hours**

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employees option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, in accordance with Education Code, except that they shall be ranked in accordance with their seniority.

6.9 **Activities Outside the Normal Workday**

Agreement in this contract will not limit the District from requiring employees to perform activities outside the normal workday consistent with Article 7.1.

6.10 **Call In/Call Back Time**

Employees called in prior to their normal workday, not scheduled to work or called back to work after completion of regular assignment shall be compensated for time worked or a minimum of two (2) hours at the appropriate overtime rate of pay.

6.11 **Summer School Assignments**

Effective July 1, 2019, permanent bargaining unit members will receive preference over all other applicants except in those situations that qualifications do not meet the assignment.

6.12 **Professional Development**

In times in which it is determined to be beneficial to classified employees, and that funds exist to do so, professional development will be provided. If trainings occur outside of employee's scheduled work hours, they will be paid at their established rate of pay. If an employee holds more than one (1) position with more than one pay rate, the higher rate of the position applicable to the training will be honored.

Article 7 - HOLIDAYS

7.1 Scheduled Holidays

The District agrees to provide all employees with the following paid holidays during the term of this Agreement, in accordance with Section 3 of this Article.

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday (in lieu of Admission Day)
Easter Monday
Memorial Day

7.1.1 The District will schedule a holiday in lieu of Admission Day to provide a three (3) or four (4) day weekend. Such action will be taken after consultation with CSEA.

7.2 Holiday on Saturday or Sunday

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

7.3 Holiday Eligibility

Except as otherwise provided in this section, an employee must be in a paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

7.3.1 Employees who are not normally assigned to duty during the scheduled holidays shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

7.4 Holiday Overtime Pay

Employees who are assigned to work on a holiday shall receive, in addition to their regular rate of pay for that holiday:

1. Compensatory time off or

2. Compensation paid at the rate of one and one-half ($1\frac{1}{2}$) times for all hours worked.

Article 8 - HEALTH AND WELFARE BENEFITS

- 8.1 The District will pay the cost of the premium for the individual employee for benefits in effect on the effective date of this Agreement for the duration of this contract.
- 8.2 The District contribution for the current employee insurance coverage and participation in the employees' dependent coverage shall be \$9,650.00 per year for full-time employees beginning July 1, 2018.
- 8.3 All employees working 6 hours or more on a regular basis shall receive the insurance benefits provided by this Agreement. All employees working 4-5.99 hours as of July, 1, 2016 shall continue with their current level of pro-rated coverage for the duration of those hours.

Article 9 – LEAVES

9.1 General Provisions

9.1.1 District Approval

The District retains the right to require verification of sick leave taken.

9.1.2 Break In Service

No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in a paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence unless otherwise provided. An employee on an approved leave of absence shall continue to earn seniority while on such leave.

9.1.3 General Leaves

When no other leaves are available, a General leave of absence may be granted to an employee on a paid or unpaid basis, this leave is not to exceed one (1) year upon terms acceptable to CSEA, the employee and the District. Such approved General Leave(s) of Absence shall be documented with a Letter of Agreement, signed by employee, the CSEA #551 Chapter President/designee and the District superintendent/designee. No employee shall be granted more than one (1) General Leave of Absence.

Employees on approved General Leaves of Absence shall not accrue seniority, sick leave, vacation leave or PERS credit while on the approved leave; however they shall maintain previously earned seniority, sick leave and PERS credit; all such accruals shall be credited to them upon their return to active paid status. Employees, who have earned vacation and/or compensatory time, shall be paid for all such time prior to the initial day of the approved leave of absence.

After all earned paid leave is exhausted, additional non-accumulative illness and injury leave shall be available for up to a maximum of 100 days. Compensation for this leave shall be at the rate of 50% of the employee's regular per diem rate.

9.2 Bereavement Leave

Employees shall be granted a leave with full pay in the event of the death of any member of the employees' immediate family. The leave shall be for a period not to exceed five (5) days or seven (7) days if one-way travel over 325 miles is required.

Immediate family shall be defined as mother, father, son, daughter, brother, sister, grandmother, grandfather, grandchildren, aunt, uncle, niece, nephew, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-grandchildren, step-daughter, step-son, step-brother, step-sister, step-father, step-mother, foster family, of the employee or his/her spouse, domestic partner or any relatives of either spouse, domestic partner or employee living in the

immediate household.

9.3 **Jury Duty**

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. Any meal, mileage and/or parking allowance provided the employee for the jury duty shall not be considered in the amount received for jury duty. The amount received for jury duty will be endorsed over to the District. Any day during which any employee in the bargaining unit whose regular assigned shift commences at 2:00 p.m. or after and who is required to serve at least two (2) hours on jury duty, shall be relieved from work with pay.

9.4 **Military Leave**

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

9.5 **Sick Leave**

Classified employees shall be entitled to paid leave of absence for personal illness or injury at the rate of one (1) day for each month of service rendered during a fiscal year. A ten (10) month contracted employee would receive ten (10) days per year, an eleven (11) month contracted employee would receive eleven (11) days per year and a twelve (12) month contracted employee would receive twelve (12) days per year. Unused sick leave credits shall be accumulated from year to year without limit.

9.5.1 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the year.

However, a probationary employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

9.5.2 If an employee leaves the service of the District and has used unearned sick leave credited at the beginning of the school year, the used unearned sick leave shall be withheld from the employees final pay warrant.

9.5.3 The employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5 or its successor if the employee is filing a request for retirement.

9.5.4 Sick leave may be used for the diagnosis, care, or treatment of an immediate family member as in accordance with Labor Code 233.

9.5.5 Sick leave may also be used by employees who are victims of domestic violence,

sexual assault or stalking to provide for their own, or their children's, health, safety, or welfare. This includes time off for medical treatment; psychological counseling or other services for victims of domestic violence, sexual assault, or stalking; safety planning, including relocation; or legal proceedings. For purposes of this policy, the crimes of domestic violence, sexual assault, and stalking are defined in California Labor Code Section 230.1. Employees who require time off under this policy should provide reasonable advance notice within three (3) workdays of the absence unless advanced notice is not feasible.

9.6 **Catastrophic Illness/Injury Leave Fund**

“Catastrophic illness” or “injury” is defined as an illness or injury expected to incapacitate either the employee or a family member for an extended time. Extended time off from work would create a financial hardship due to the exhaustion of all accrued paid leave credits.

- 9.6.1 Eligibility to participate in the catastrophic leave fund shall require a one (1) time transfer of one (1) sick leave credit or one day of vacation time. One (1) sick leave credit or a vacation day is equal to the amount of hours in a normal workday, or a vacation day as defined in Article 6.2 of the contract.
- 9.6.2 Eligible leave credits means sick leave accrued to the donating employee. One (1) sick leave credit or vacation day is the same as one (1) workday. For example, if the employee is contracted for eight (8) hours per day, the sick leave credit or vacation day is also eight (8) hours. However, if the employee is contracted for less than eight (8) hours, then the sick leave or vacation day is for a matching number of hours.
- 9.6.3 The employee who is, or whose family member is, suffering from a catastrophic illness or injury must submit a written request to the Superintendent for a donation of eligible sick leave credits or vacation days and provide medical verification of the catastrophic illness or injury as required by the District. As in the case of all sick leave use, the continued use of donated eligible sick leave credits or vacation days shall be subject to appropriate medical verification by physicians selected by the District. The request shall be reviewed by a confidential committee comprised of the Chapter president and the Superintendent for approval. Committee ties shall be determined by the drawing of lots.
- 9.6.4 Any employee may transfer on a voluntary basis a portion of his or her accumulated sick leave or vacation day credits up to five (5) days at a time, in daily increments to the catastrophic sick leave fund. An employee may transfer credits by signing an authorization identifying the number of days of accumulated leave or vacation days to be transferred. (Ed Code 44043.5). Sick leave may not be transferred by any employee who, following transfer of the designated leave will have less than ten (10) days of accumulated sick leave. Employee must have a minimum of one hundred ninety five (195) work days to donate vacation days. Vacation days can't be transferred unless the employee has at least five (5) days of vacation days to carry over to December of the next work year.

- 9.6.5 The employee voluntarily donating sick leave or vacation day credits shall be responsible for completion and delivery of the required form to the Superintendent's secretary or designee. **(Please refer to Appendix C)**
- 9.6.6 All sick leave or vacation day credit transfers to the catastrophic leave fund shall be irrevocable and non-refundable. Transferred sick leave or vacation day credits shall be utilized only for the precipitating catastrophic illness or injury. All unused transferred sick leave credits or vacation days shall revert to the catastrophic leave fund.
- 9.6.7 The employee shall receive transferred sick leave credits from the catastrophic leave fund only when all accrued paid leave credits have been exhausted and must be used in combination with State Disability benefits, they are eligible for.
- 9.6.8 The maximum amount of time for which donated sick leave credits may be used shall not exceed a period of twelve (12) consecutive months.
- 9.6.9 Upon mutual ratification of the Catastrophic Illness/Injury Leave Fund language, current employees shall have a thirty (30) day period in which to become eligible to participate in the Catastrophic Leave Fund (See 9.6.1). Subsequent hires must accumulate more than ten (10) sick leave credit in order to participate (Article 9.6.4).

Qualifying employees shall have a thirty (30) day period following the beginning of each individual contracted year in which to initiate participation in the fund. At the beginning of each fiscal year, the District shall notify each classified employee of the voluntary option of donating sick leave credit(s) to the catastrophic leave fund.

9.7 **Entitlement to Other Sick Leave**

Entitlement to sick leave provisions under this section shall be considered "Entitlement to other Sick Leave" for the purpose of computing benefits if the absence is for industrial accident or illness and shall be used after entitlements to all regular sick leave, accumulated compensating time, industrial accident and illness, vacation or other available paid leave has been exhausted.

9.7.1 **Industrial Accident and Illness Leave**

All employees in the unit are eligible for sixty (60) days at full pay for industrial accident and illness leave. Under Workers Compensation laws of this state, bargaining unit employees shall be entitled to the following benefits:

- 9.7.2 Such leaves shall be for a maximum of sixty (60) working days in any one fiscal year for the same accident. In the event that the sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only those days remaining at the end of the fiscal year in which the accident or illness occurred.
- 9.7.3 Such leave shall not be accumulated from year to year.

- 9.7.4 During all paid leaves of absence required as the result of industrial accident or illness, whether industrial accident leave, sick leave, vacation or other paid leave, the employee shall endorse to the District wage loss benefit checks received under State Workers Compensation laws. The District, in turn, shall issue the employee appropriate warrants for full payment of salary and shall make normal payroll deductions.
- 9.7.5 An employees' industrial accident leave will be suspended automatically for period during which he is not within the state unless he has obtained the approval of the Board of Trustees for an absence from the state.
- 9.7.6 If the employee is not medically able to resume the normal duties of his/her position at the expiration of all available leaves of absence, he/she shall be placed on a light duty assignment. Light duty assignments may/may not be within the employee's classification in order to accommodate a licensed medical provider's restrictions. If incapable of light duty, he/she will be placed on a re-employment list for a period of thirty-nine (39) months. If the employee is medically recovered and available during the thirty-nine (39) month period, he/she shall be employed over all other candidates except for those on a re-employment list established as a result of a lay-off in which case he/she shall be listed in accordance with appropriate seniority. The District reserves the right to require returning employee to be examined by a Qualified Medical Examiner (Q.U.E.).
- 9.7.7 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workmen's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick and vacation leave, which, when added to the Workers Compensation award, provides for a day's pay at the regular rate of pay.

9.8 **Personal Necessity Leave**

An employee at his election may claim and deduct up to seven (7) days per year from his accumulated sick leave for reasons due to personal emergency or necessity. The charging of such absence to the employee's accumulated sick leave shall be subject to prior approval by the District. Such requests shall be made in writing (see **Appendix F**) in advance of the absence except for the following, in which case they shall be made as soon as practicable. Absences, which may be charged to accumulated sick leave under this section, include but are not limited to the following categories.

- A. Accident, death, or serious illness involving his/her person or property or the person or property of member of his/her immediate family.
- B. Appearance in court as a litigant, a witness or other absence required under official government order or direction.

- C. Business transactions of a serious nature. Such transactions must require the presence of the employee and the employee must furnish evidence that the transactions could not be arranged during off-duty hours.
- D. Family responsibilities of a necessary nature.
- E. Such other reasons which may be approved by the Board of Trustees.

9.8.1 A classified employee may use five (5) days of personal necessity per year as “no tell days” which would leave it to the employees’ determination as to its use. **(refer to Appendix F)**

CSEA employees may use “No Tell” time or compensated time off (CTO) on minimum days, Early Release Days, and days preceding holidays when their professional responsibilities have been completed. This is not intended to be used for a full day absence.

No more than two (2) consecutive “no tell days” shall be granted. The employee using the leave provision must notify the Director of Human Resources and their Site Administrator at least two (2) working days prior to taking the leave. A copy must be provided and signed by your Site Administrator before sending it to the District Office.

The employee using the leave provision (Personal Necessity or “No Tell”) must notify the Director of Human Resources, the Site Administrator and their supervisor at least two (2) working days prior to taking the leave via the form Appendix F. A copy of the form must be completed and signed by the site administrator and supervisor before sending it to the District Office.

9.9 **Retraining and Study Leave**

9.9.1 An unpaid leave of absence for study/retraining may be granted upon approval of the District to any member of the bargaining unit.

9.9.2 Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate period of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.

9.9.3 Study or retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years prior to the granting of the leave.

9.9.4 No more than one (1) study leave of absence shall be granted in each three (3) year period and no more than one (1) retraining leave of absence shall be granted in each three (3) year period.

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

9.10 **Maternity/Paternity Leave**

9.10.1 An employee may take an unpaid leave of absence for pregnancy disability as determined by the employee and her physician. Forty-eight (48) hours prior notice shall be given to the District. The notice to the District shall include the anticipated beginning and anticipated ending dates of the leave request.

9.10.2 Disabilities caused by or contributed to by pregnancy, miscarriage, childbirth a recovery there from are considered temporary disabilities covered by sick leave. The employees' physician shall verify the date on which the employee is unable to continue to work and the date on which the employee is able to resume employment.

9.10.3 Two (2) days of leave may be used as paternity leave for the birth of their child(ren).

9.11 **Adoption Leave**

Two (2) days of personal necessity leave may be used by the employee when adopting a child. Official documentation pertaining to the adoption shall be provided to the District Office prior to the granting of this leave.

9.12 **Release Time**

9.12.1 On early release and minimum day schedules, an employee may request of his/her supervisor, in advance, unpaid leave in the event that (a) the employees' work for that day is completed, (b) the employees' early absence will not negatively affect the work schedule or duties of other employees', and (c) the employees' early absence will not jeopardize the supervision or welfare of students. Regular leave documentation will be required.

9.12.2 **Union Meetings**

If classified employees wish to attend CSEA meetings that are open to them, the District will allow such attendance during the employees' regular workday hours. The absence for such meeting is to not exceed one hour. The employee must make up for the entire missed work time at a time mutually agreed between the employee and his/her supervisor.

9.12.3 **Negotiations Team Members**

Union negotiation team members shall be released to attend negotiation sessions without charge to any of their leaves.

9.12.4

Job Steward Release Time

A Job Steward may request the use of release time pursuant to this agreement. Job Stewards shall confer with the Superintendent/designee of the time and the reason for the request.

The Job Steward shall attempt to schedule any discussion with employees at a time when they and the Job Steward are not rendering service. The Job Steward shall confer with his/her own Supervisor and the employees' Supervisor of the need to confer with the employee and arrange a mutually agreeable time.

Article 10 - TRANSFER POLICIES

- 10.1 In the selection of personnel for transfer, increase in assigned time, additional time assignment or reassignment, seniority shall be the first consideration provided other factors are substantially equal.
- 10.2 The District will consider giving alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The employee must be qualified for the job opening. The alternate work may constitute promotion, demotion or lateral transfer to a related class, but is shall be constituted only by mutual agreement between the district and CSEA and concurrence of the employee.
- 10.3 All unit vacancies shall be posted by the District not less than (10) work days at designated work sites prior to being permanently filled. Work days are defined as days the District Office is open. Any employee may apply or request to transfer to that position by applying through the District designated application process. If the District screening committee believes that there are a sufficient number of internal candidates who meet the minimum requirements, the District will only interview internal candidates. If the selection committee believes that the best interests of the district will be served by interviewing external candidates, the District will do so.
- 10.4 For the purpose of this provision, a vacancy is any unit position which is new or an existing position which will be filled after any reassignments.
- 10.5 When a position in the bargaining unit becomes available, a permanent bargaining unit member, who meets the minimum qualifications for the position, may apply for the position and shall be granted an interview.
- If a bargaining unit member is not granted an interview, or is granted an interview, but does not earn the position, upon written request, the member shall be provided justification in writing for not being granted an interview or selected. This decision shall not be subject to the grievance procedure.
- 10.6 Dated District notices will be posted in employee lounges, posted on the District web site and sent to the President of CSEA Chapter 551 shall be considered as binding all employees and the CSEA with knowledge of the contents of the notice.
- 10.7 Any employee required to work at a work site on temporary assignment which is more than five (5) miles from his/her normal work site shall be compensated for the total mileage difference between his/her normal work site and his/her temporary work site. The amount established for reimbursement for mileage, when the employee is authorized and required to use his/her own vehicle, shall be paid to the employee, after an appropriate expense claim is submitted.
- 10.8 The District and CSEA recognize that some involuntary transfers or reassignments within the District are unavoidable. No compensation loss shall be experienced by a non-disciplinary transferred assignment. Before an employee is

involuntary transferred, notice shall be given a minimum of ten (10) workdays prior to the effective date of the involuntary transfer or reassignment.

In addition, before an employee is involuntarily transferred, a conference shall be held within ten (10) working days of the notice of reassignment. The conference will be held at the District Office at a time that does not interfere with the employee's work assignment with the Superintendent/designee, employee, and a CSEA representative if requested. There shall be no loss of pay for either the employee or the CSEA representative as a result of this conference.

The District will offer training to ensure the successful transfer of employees from position to position. An employee being involuntarily transferred shall be granted a shadowing period on site of the position they will be filling. The length of the shadowing period will be discussed and agreed upon in the initial transfer meeting.

- 10.8.1 The District will make available, no later than two business days, after each regularly scheduled School Board meeting, the Chapter 551 President a list of work site assignments for each Classified Employee. This list will contain the employee name, classification, and worksite.
- 10.9 The employee area of training, quality of performance and length of service in the district and any other relevant factors will be considered in determining which employee will be transferred or reassigned.
- 10.10 In the event that an employee's current position requires an increase in time of no more than 15 minutes, based on the needs of the District, the District reserves the right to offer the employee the increase in time without having to give notice of pending layoff or post the new position and completed the hiring process. Positions with an increase of 16 minutes or more shall be posted and the employee will have the opportunity to apply for the position. This process cannot take place more than twice in a given year.

Article 11 – DISCIPLINE

11.1 Definition

Discipline, as used in this Article, means dismissal, demotion, suspension, and/or reduction in hours or classification for performance related reasons without the permanent employee's consent. A layoff or reduction in hours, based on lack of work or lack of funds, shall not be considered discipline.

11.1.1 Probationary Employee

At any time during the probationary period, which will be six (6) months or 130 working days (whichever is longer) from the first date of paid service the Superintendent/designee, may terminate the employment of a probationary employee. The employee shall not be entitled to a hearing. Written notice of such action shall be served on the employee either by personal delivery or by mailing such notice to the employee at his/her last address of record in the District Office. The notice shall be so served prior to the expiration of the probationary period.

11.1.2 Permanent Employees

Discipline shall be imposed on permanent employees in the bargaining unit only for just cause. Disciplinary action includes any action, other than layoff, defined in 11.1 above, including classification in which the employee has permanence. This includes written disciplinary action to be placed in his/her personnel file, dismissal, demotion, suspension or any reassignment without the employee's voluntary consent (except as authorized in this Agreement).

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

11.2 Progressive Discipline

The District will endeavor to impose discipline on a progressive basis. In accordance with the concept of "progressive discipline" counseling and an opportunity for improvement shall typically precede disciplinary action.

This concept, and the steps below, shall not apply in cases involving gross misconduct or safety concerns. The Superintendent/designee may initiate severe disciplinary action (i.e., suspension, demotion, termination) when the employee's misconduct is of such a serious nature as to necessitate the imposition of suspension, demotion, or termination, without the benefit of prior written counseling or warning.

Step 1. The unit member will first receive a verbal warning which will include a description of the alleged misconduct and a description

of the steps the bargaining unit member must take to avoid disciplinary action. Whenever possible, the District will endeavor to assist the employee in correcting deficient performance or incidents of misconduct.

Step 2. The unit member will receive a written warning giving rise to potential disciplinary action which includes a summation of previous verbal warning(s), description of the alleged misconduct and a description of the steps the bargaining unit member must take to avoid disciplinary action. Whenever possible, the District will endeavor to assist the employee in correcting efficient performance or incidents of misconduct.

Step 3. The unit member may be subject to disciplinary action. The employee may submit a response or rebuttal to the written reprimand or warning which will be retained in their personnel file along with the reprimand.

The classified employee may request the presence of a CSEA Representative at any meeting scheduled by a supervisor where discipline is, or could reasonably be, the reason for the meeting. If the Union Representative of choice is not available, it may be necessary for an alternative Union Representative to attend the meeting instead. Whenever possible, notice of such meeting shall be in writing to the classified bargaining unit member.

11.3

Causes

Each of the following constitutes cause for disciplinary action against a permanent classified employee.

- A. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records;
- B. Inefficiency;
- C. Excessive absence and/or repeated tardiness without authority or sufficient reason;
- D. Neglect of duty;
- E. Insubordination. This shall include refusal or other failure to either comply with a direct order and/or to perform regular or other assigned work and/or refusal to cooperate fully;
- F. Dishonesty;
- G. Use, possession or under the influence of controlled substances while on duty;
- H. Absence without leave;

- I. Conviction of a felony, conviction of any sex offense made relevant by provisions of the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the employees ability to perform the duties and responsibilities of his/her position;
- J. Immoral conduct;
- K. Actively working for any political party or cause during duty hours;
- L. Willful disobedience;
- M. Negligence or willful damage to public property or waste of public supplies or equipment;
- N. Violation of any statute or District policy or procedure;
- O. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employees' class specification or otherwise necessary for the employee to perform the duties of his/her position;
- P. Physical or mental disability where disability precludes the employee from proper performance of his/her duties and responsibilities as determined by medical authority, except as otherwise provided for by contract or by law regulating retirement or employees;
- Q. Bullying in work environment.

11.4 **Due Process Procedures**

The Superintendent/designee may initiate disciplinary action as defined herein against a permanent classified employee.

11.4.1 **Written Notice**

In all such cases involving disciplinary action, the person initiating said action shall file a written recommendation of disciplinary action with the Board of Education prior to the imposition of disciplinary action when possible. A copy of the recommendation shall be served upon the employee either personally or by Certified Mail at the employees last known address of record in the District Office.

Except in cases of emergency where the employee must be removed immediately, this written recommendation of discipline shall be supplied to the employee at least five (5) calendar days prior to the effective date of disciplinary action.

The recommendation shall include:

- A. A statement of the specific disciplinary action, including beginning and ending date(s) if appropriate.
- B. A statement of the causes therefore as set forth in Section 11.3,

above

- C. A statement of the specific acts or omissions upon which the cases are based. If the cause stated in Section 11.3 above is alleged, the statute, rule, policy or procedures violated shall be set forth in the recommendation.
- D. A statement of the employees' right to appeal from the recommendation to the Superintendent/designee and the matter and time within which his/her appeal must be filed.

In the event emergency circumstances require removal of the employee from the work site immediately, such action shall be taken but such notice and right to respond shall be provided to the employee at the earliest reasonable time after his/her removal from the premises.

An employee out on disciplinary leave may not visit District property unless in writing (email) approved by Superintendent/designee.

11.4.2 The employee shall have the right to respond either orally or in writing within ten (10) calendar days to the superintendent/designee. The superintendent/designee shall not have conducted the investigation or have made the initial recommendation for disciplinary action. The superintendent/designee shall consider the employee's response and recommend within fifteen (15) calendar days that the proposed disciplinary action can either be taken or not taken.

11.4.3 If the proposed disciplinary action(s) are sustained after the meeting between the Superintendent/designee, the employee may make a written request to the Board of Education. The request must be received within ten (10) working days of being notified of the Superintendent's decision. The appeal hearing shall be held at the earliest convenient date not exceed forty (40) calendar days. The employee shall be entitled to appear personally, produce evidence and have representation. The initiating party may also be represented. The Board may be bound by rules of evidence used in California courts. Informatively, any such hearing shall not be invalidated any order or decision made or approved by the board. The Board of Trustees shall render their decision within forty (40) working days.

If the Board of Trustees does not conduct the hearing within twenty (20) calendar days after the employee has submitted the demand for a hearing, the parties shall select a Hearing Officer from the State Mediation Conciliation Services (SMCS) by selection of a panel from a list of five potential hearing officers. Failure to select a Hearing Officer within twenty (20) calendar days after receipt of this list shall constitute withdrawal of the appeal.

11.4.4 In any case where it has been determined that a recommendation of disciplinary action should be made against a permanent classified employee and that continuation of the employee in active present status, after a written recommendation of such action has been issued would result in an unreasonable risk of harm or threat to a student, staff or workplace, fostering of disharmony or an impediment the efficient operation of the district during the time the

proceedings are pending, the Superintendent/designee may, subject to compliance within procedures contained in the next paragraph, order the disciplinary action into effect immediately on an interim basis, as part of the formal recommendation of disciplinary action. Such order shall be contained in the recommendation of the disciplinary action.

11.4.5. The Superintendent/designee will give the employee written notice of at least five (5) calendar days prior to the effective date of any interim disciplinary action (except in cases of emergency where the employee must be immediately removed from the premises.) The proposed recommendation of disciplinary action shall include:

- A. Notice of immediate interim implementation of the action being considered: the causes and reasons for the proposed action: and
- B. A copy of any materials upon which the proposed action is based and
- C. The right to respond either orally or in writing to the initiating party prior to the issuance of the final recommendation and order of immediate interim implementation.

Any employee response shall be considered by the initiating party prior to issuing any recommendation. In the event of an emergency action may be taken but notice and the right to respond shall be provided to the employee at the earliest reasonable time after his/her removal from the premises.

11.4.6 In any case where the recommended disciplinary action is suspension, without pay for five (5) workdays or less, the Superintendent/designee may order the suspension into effect immediately on an interim basis, but shall either, during the suspension or within five (5) working days thereafter give the employee written notice of the action including the cause and reason, therefore a copy of the charges and any materials upon which the action is based and a right to respond either orally or in writing to the person who ordered this suspension into effect.

11.4.7 The employee may appeal within five (5) calendar days after receiving the recommendation of disciplinary action. A written appeal request, signed and filed within the specific time limit by the employee shall constitute sufficient notice. A notice of appeal is filed only upon delivery to the office of the Superintendent/designee during normal office hours. A notice of appeal may be mailed to the office of the Superintendent/designee but must be received or postmarked no later than the time limited stated herein.

11.4.8 If the employee against whom a recommendation of disciplinary action has been filed, fails to file a notice of appeal within the time specified in these rules, the employee shall be deemed to have waived his/her right to appeal. If the person making the recommendation has not already ordered the disciplinary action into effect, on an interim basis, he/she may order the recommended action into effect immediately. Such action shall be noticed to the Board of Education. A copy of such order shall be served upon the employee either personally or by certified mail.

11.4.9 At any time before an employee's appeal is finally submitted to the Board of Education for decision, the person making the recommendation may serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. With amended or supplemental recommendations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed disputable and any objections to the amended or supplemental causes or allegations may be made orally at the appeal hearing.

11.5 **Administrative Leave**

Any permanent employee may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Superintendent.

11.6 **Sex Or Narcotics Offenses/Compulsory Leave**

Any employee charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 44011, may be placed upon compulsory leave of absence pending a final disposition of such charges pursuant to Education Code Section 45804.

11.7 **Appeal Procedure**

11.7.1 **Hearing Authority**

The Board shall determine whether a hearing will be conducted before the Board or a Hearing Officer appointed by the Board. The term "Hearing Officer" shall mean any person who is selected by the Association from a list of five arbitrators provided by the District.

11.7.2 **Notice of Hearing**

The Board or Hearing Officer shall set the hearing date, time, and place, giving the employee at least twenty (20) calendar days written notice.

11.7.3 **Rights Of Employee**

The employee shall attend any hearing, unless excused by the Board or the Hearing Officer, and shall be entitled to:

- A. Be represented by counsel or any other person at such hearing
- B. Testify under oath
- C. Compel the attendance of other employees of the district to testify on behalf of the accused bargaining unit member
- D. Cross-examine all witnesses

E. Present such evidence Hearing Authority deems necessary

F. Argue the case

11.7.4 **Evidence**

The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

11.7.5 **Exclusion Of Witnesses**

The Hearing Authority may, at its discretion, exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee and their respective counsel. When hearing testimony on conduct which may bring disrepute to persons other than the accused employee, all persons not having a direct interest in the hearing may be excluded.

11.7.6 **Burden Of Proof**

The burden of proof shall be upon the party attempting to substantiate the charges.

11.8 **FINDINGS AND DECISION**

11.8.1 **Report of Hearings**

Hearings may be conducted without stenographic reporter or electronic recording machine unless the employee requests in writing, at least three (3) full business days before the hearing date, that such hearing, be reported or recorded. The employee shall pay the cost or fee for such reporting or recording.

11.8.2 **Transcripts Of Hearings**

Transcripts of hearings shall be furnished to any person on payment of the cost of preparing such transcripts. When transcripts are provided by the employees of the District, the cost shall be determined by the employee in charge of business affairs of the District. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.

11.8.3 The Hearing Authority may grant a continuance of any hearing upon such terms and conditions as it may deem proper. Any request for continuance made less than forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

Article 12 - LAYOFF PROCEDURE

12.1 **Definitions**

12.1.1 **Employee**

An “employee”, for the purposes of this Article, is a member of the bargaining unit.

12.1.2 **Layoff**

Layoff is a separation from the classified service due to lack of work and/or lack of funds.

12.1.3 **Seniority**

Seniority is defined by the number of continuous years of service in that job classification.

12.1.4 **Equal Seniority**

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

12.1.5 **Paid Service**

Paid service is all paid status as a permanent classified employee, whether during the school year, a holiday, recess, or any period that a school is in session or closed. It does not include any service compensated solely on an extra duty, overtime basis, or while on military leave, or unpaid illness leave, or unpaid industrial accident leave.

12.1.6 **Service in Equal or Lower Classification**

An employee who is laid off from a class and who has previous service in an equal or lower class and who has greater seniority, shall have the right to bump the employee having the least seniority with a job profile that most closely approximates the employees total service in that classification. (“Job profile” as used in this section shall mean assigned minimum hours per day, days per week, and months per year.)

12.2 **Reduction in Hours**

12.2.1 The CSEA President shall be notified immediately when the District determines a reduction of hours is anticipated. The District shall form a committee for any recommendation to involuntarily reduce hours/days at least twenty-eight (28) calendar days prior to presenting the recommendation to the Board of Trustees of Education.

- 12.2.2 The Committee composed of three members appointed by CSEA and three (3) members appointed by the District shall meet during the above-referred twenty-eight (28) calendar days and consider any recommendations to reduce hours. If the Committee fails to meet due to CSEA members opting not to meet, the District may go forward with its recommendations.
- 12.2.3 Such consideration shall include, but not be limited to:
- A. Employee job profile of the individual employees affected by the considered reduction in hours
 - B. Educational needs of the students
- 12.2.4 The Committee, by majority vote, no later than twelve (12) calendar days prior to the board meeting shall:
- A. Recommend action to be considered by the Superintendent
 - B. Recommend denial of the District's proposed action
 - C. Recommend alternative action
- 12.2.5 The Superintendent shall consider the Committees written recommendations for denial or alternative action prior to taking any further action.
- 12.2.6 If resolution of differences through the Committees involvement is not reached prior to the time for a recommendation to the Board of Trustees to take action, the District administrator shall continue to discuss unresolved issues with CSEA during the notice period of time pursuant to 11.2.1.
- 12.2.7 Reduction in hours/days shall not be made arbitrarily and shall be utilized only when in the judgment of the District, the alternative of layoff, (in the form of separation) from the District, shall be ineffective in meeting the needs of the District.
- 12.3 **Application**
- 12.3.1 Employees subject to layoff shall be laid off according to their hire date within the same classification. The employee with the latest hire date shall be laid off first.
- 12.3.2 If two (2) or more employees subject to layoff have the same hire date within a classification, the determination as to whom shall be laid off shall be made by lot.
- 12.3.3 For the purposes of seniority, solely as it pertains to layoff order, Special Education Instructional Aides and Severely Handicapped Instructional Aides shall be considered as a single classification.
- 12.4 **Notices**
- 12.4.1 A written notice of layoff shall be given to the affected employees no later than sixty (60) calendar days prior to the effective date of layoff.
- 12.4.2 Employees in specifically funded programs terminating at the end of the school

year, shall be given written notice on or before April 29 of their termination effective June 30. Employees employed in specifically funded programs terminating at a date other than June 30 shall be given written notice of termination not less than sixty (60) calendar days prior to the effective date of their layoff.

12.4.3 In the event of financial inability to pay salaries of classified employees, notice requirements above shall not apply.

12.4.4 The notice shall contain:

- A. The reason for layoff;
- B. The employees' displacement rights, if any;
- C. The employees' reemployment rights and an offer to discuss the employees' rights.

12.4.5 Copies of layoff notices shall be provided to the President of Chapter 551, and posted at all school sites and the District Office.

12.5 **Re-Employment Rights**

12.5.1 Laid off persons are eligible for re-employment in the classification from which they were laid off and shall be offered re-employment in reverse order of layoff for a thirty-nine (39) month period.

An employee who accepted reduction in hours in lieu of layoff shall have an additional twenty-four (24) months to be re-employed in the former position or a total of sixty-three (63) months from the date of the original layoff.

12.5.2 Notification for re-employment shall be made by personal service or by certified mail to the last known permanent address on file with the District Office. (As noticed in 11.5.1)

12.5.3 Copies of notices for re-employment shall be provided to the President of the California School Employees Association, Chapter 551, and at the District Office.

12.5.4 The laid off person shall accept or reject the opportunity for re-employment to former or equal position within twenty-four (24) hours following personal service of the notice, notification by telephone, or receipt of the notice by certified mail. Failure to accept two offers of employment shall be just cause to remove the employees name from the re-employment list.

12.5.5 If the person accepts re-employment, he/she must report to work no later than ten (10) working days following notification. Failure to report to work within the ten (10) working day period shall be just cause for removing the laid off employees name from the re-employment list.

12.5.6 It shall be the responsibility of the employee to keep the District Office informed of a current mailing address and phone number.

12.5.7 Laid off employees who are interested and are qualified shall receive preferential placement on the substitute list and shall be given consideration over new

applicants for short-term assignments.

12.6 **Maintenance of Benefits**

12.6.1 For the purpose of sick leave, vacation, seniority credit, and salary placement, an employee returning to District employment from the re-employment list shall return to former status prior to layoff.

12.6.2 An employee no longer eligible for health, dental, or vision coverage due to layoff or assignment, may retain coverage at his/her own expense.

12.6.3 The decision to lay off employees shall not be grievable, however, adherence to the procedures set forth in this Article are grievable. Regarding the above procedure, a grievance may be initiated at Step II (Superintendents level) of the Grievance Procedure. The parties may agree to make good faith efforts to shorten all timelines.

Article 13 - SAFETY CONDITIONS OF EMPLOYMENT

13.1 Safe Working Environment

Employees are entitled to a working environment that is healthy and safe not only from physical hazards, but from abusive behavior on the part of co-workers. Abusive behavior among co-workers collectively referred to as workplace bullying, includes patterns of demeaning, insulting, degrading, manipulative and falsely accusing psychological, verbal and written attacks on an employee that cannot be justified by any legitimate operational needs of the District. Abusive behaviors can exist between equals in the organizational hierarchy, as well as between those in supervisory/subordinate relationships.

13.2 The District agrees to promptly investigate all instances of alleged workplace bullying reported by employees to the Human Resources designee. The District further agrees to take necessary action to eliminate these behaviors where an investigation determines they are in fact occurring. Persons assigned by the District to investigate claims of workplace bullying shall first be educated on the subject to a degree that they understand the issues involved, and are likely to recognize bullying when presented with evidence consistent with this pattern of behaviors.

13.3 The District will make reasonable effort to meet all safety requirements imposed by State and Federal law or regulations adopted under State or Federal law.

13.4 No employee shall be in any way discriminated against as a result of reporting or processing any action believed to be a violation of Section 13.1.

13.5 Any employee who observes a working condition deemed unsafe by the employee shall report in writing such condition including the grounds for believing it is unsafe to his/her immediate supervisor.

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

13.7 The District shall fully compensate all employees for loss or damage to personal property in the course of employment where the District authorizes employees to use personal property and there is not employee culpability.

13.8 Should the required employment duties necessitate the use of any equipment or gear to ensure the safety of the employee, the District agrees to furnish such equipment or gear.

13.9 The District agrees to provide or pay for the full cost of any medical examination required as a condition of continued employment or as a condition of employment if the employee is employed subsequent to the examination.

13.10 A safety committee shall be formed and composed of two (2) members appointed by the District and two (2) local members appointed by CSEA with the purpose of

the committee to review safety conditions. The committee shall make recommendations to the District concerning safety conditions.

- 13.11 All employees must be dressed appropriately, reflecting the needs of the job that they are performing.

Article 14 - GRIEVANCE PROCEDURE

14.1 **Purpose**

The purpose of this procedure is to secure, at the lowest possible Administrative level, equitable solutions to the problems which may from time-to-time arise concerning the interpretation or application of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. It is intended that this grievance procedure shall be utilized only after other means to satisfactorily resolve problems have been unproductive. At least one (1) private conference between employee and supervisor shall take place prior to initiation of this grievance procedure (this shall be Step I of the procedure). Ideally, there would be a number of informal discussions and a continuing interchange of views between employee and supervisor before filing a formal grievance.

14.2 **Definitions**

14.2.1 A "grievance" is a claim or assertion by an employee(s) or CSEA that a specified provision or provisions of this Agreement, Board Policy and/or Administrative Regulation, has/have been violated, thus personally and adversely affecting the employee.

14.2.2 An "employee" is a member of the bargaining unit.

14.2.3 A "day" is any day in which the administrative offices of Newman-Crows Landing Schools are open for business.

14.2.4 A "grievant" is an employee who is personally and directly involved in and adversely affected by an action or omission which is the basis for the grievance and who files a grievance in accordance with these regulations.

14.2.5 A "group grievance" is a grievance as defined above which is filed by two (2) or more employees who allege the same grievance and who have authorized CSEA to represent them in writing. The District reserves the right to separate grievances pursuant to a good faith decision that different considerations are involved.

14.2.6 A "Chapter grievance" is a grievance as defined above which is filed by the Chapter.

14.2.7 A "party in interest" is a grievant, a witness, or an employee who might be required to take action, or against whom action might be taken in order to resolve a grievance.

14.3 **Procedures**

- 14.3.1 **Step I:** An informal conference between employee and supervisor shall be held within twenty (20) calendar days.
- 14.3.2 **Step II:** An employee may initiate the grievance procedure by submitting a completed grievance form (**Appendix B**) to the site administrator or appropriate supervisor with a copy to the Superintendent/designee within ten (10) calendar days after Step I. This statement shall include:
- 14.3.2.1 A description of the problem or complaint stating the specific grounds of the grievance, including names, dates and places necessary for complete understanding of the grievance;
- 14.3.2.2 A listing of the provisions of this Agreement, Board Policy and/or administrative Regulation which are alleged to have been violated;
- 14.3.2.3 A statement of the date when the employee met informally with his/her supervisor in an effort to informally resolve the complaint, the identity of the supervisor and a listing of the reasons why the solutions proposed in the informal discussions with the building administrator or appropriate supervisor are unacceptable;
- 14.3.2.4 A listing of the specific actions requested which will remedy the grievance;
- 14.3.2.5 The grievant may request a conference after the formal written submission of the grievance.
- 14.3.2.6 The appropriate supervisor or site administrator must present a written decision to the employee within ten (10) calendar days after the receipt of written grievance. If the supervisor receiving a grievance at Step II questions his/her jurisdiction over the act or condition giving rise to the grievance, the responsibility for the administrative response at Step II may be assumed or assigned by the Superintendent/designee. In such case, the Superintendent/designee shall identify the appropriate supervisor or shall provide a written response within ten (10) days after the receipt of the written grievance.
- 14.4 **Step III:** Following Step II, the employee may appeal the Step II decision to the Superintendent/designee. Such appeal must be initiated within ten (10) calendar days after the decision in Step II.
- 14.4.1 The appeal shall be made by submitting to the Superintendent/ designee, a copy of the written grievance described in Step II, plus a clear and specific statement of the facts and conclusions which are appealed and the specific reasons why the Step II written decision is unacceptable.
- 14.4.2 The Superintendent/designee shall present a written decision with supporting

reasons to the grievant within fifteen (15) days after receipt of the written grievance.

- 14.5 **Step IV:** If the grievance is not resolved in Steps II or III, CSEA may request in writing a hearing before an arbitrator. The written request shall be filed with the Superintendent within ten (10) calendar days after receipt of the written decision of the Superintendent /designee at Step III.
- 14.5.1 Within ten (10) calendar days after the District receives written notice of the Association's intention to proceed to arbitration, the Association and the District shall attempt to mutually agree upon an arbitrator.
- 14.5.2 If no agreement is reached upon the selection of an arbitrator within the above ten (10) calendar days, the Association shall notify the State Mediation and Conciliation Service with a demand for arbitration within twenty (20) calendar days of non-agreement. In the event that the Association does not file the demand within the time provided, the District may file the demand for arbitration. The arbitrator shall be selected from the list(s) provided from the California State Mediation and Conciliation Service by striking names alternately until only one name remains. The party who strikes the first name shall be determined by a flip of the coin.
- 14.5.3 The Board of Trustees and Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have the usual and customary powers of an arbitrator; however, the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement or Board policy or regulation.
- 14.5.4 Both parties agree to be bound by the award of the arbitrator. Either party may seek to have judgment entered in any court of competent jurisdiction.
- 14.5.5 All matters of arbitrability shall be submitted to the arbitrator in the first instance. If the District and Association mutually agree, the arbitration may be conducted under the American Arbitration Association's rules providing for expedited arbitration.
- 14.6 **Step V:** The Superintendent/designee shall submit the decision of the arbitrator to the Board of Education within ten (10) calendar days after the receipt of such decision.
- 14.6.1 The Superintendent/designee shall implement the decision of the arbitrator within fifteen (15) calendar days.
- 14.6.2 The decision of the arbitrator shall be final and binding upon the District, Chapter, and the grievant(s).

14.7 **Payment of the Arbitrator:**

14.7.1 CSEA will be responsible for payment for the cost of preparing its case.

14.7.2 The District will be responsible for payment for the cost of preparing its case.

14.7.3 CSEA and the District will share equally the payment of other costs, including payment for the services and expenses of the arbitrator and the court reporter.

14.8 **Powers and Limitations of the Arbitrator:**

14.8.1 The arbitrator shall consider only those issues which have been properly carried through all prior steps of the Grievance Procedure. Neither party on its own initiative shall be allowed to introduce evidence to the arbitrator which was known but not introduced prior to Step IV.

14.8.2 The arbitrator shall afford the District representatives and the grievant, or his/her representatives, a reasonable opportunity to present evidence, witnesses and arguments.

14.8.3 The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provision of this Agreement, Board Policies and/or Administrative Regulations.

14.8.4 The arbitrator shall render a decision and shall recommend such remedies as he/she deems appropriate.

14.9 **General Provisions**

14.9.1 A grievance shall be initiated at Step II within twenty (20) calendar days from the time the grievant knew or reasonably should have known of the cause for complaint.

14.9.2 Notices sent to the Chapter President by certified mail shall be considered as binding the Chapter with knowledge of contents of said notice.

14.9.3 During the school year, appropriately posted and dated Board notices which are also sent by mail to the Chapter President shall be considered as binding all employees and the Chapter with knowledge of the contents thereof.

14.9.4 The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.

- 14.9.5 The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the District to take the grieved action.
- 14.9.6 In processing grievances, the parties will avoid unnecessary interruption of classroom activities and the District operations and unnecessary involvement of students in all phases of the grievance procedure. Should the processing of any grievance require that the grievant be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
- 14.9.7 The Chapter shall have the right to initiate grievances only on claims that Chapter rights set forth in this Agreement, Board Policy and/or Administrative Regulation have been violated.
- 14.9.8 The Chapter agrees not to support a grievance essentially similar to one denied by the final decision on the grievance, and the District agrees to apply any decision to all cases which are essentially similar to one sustained by the final decision on the grievance.
- 14.9.9 **The Grievance Form is located in Appendix B.**
- 14.9.10 Failure of an employee to file a grievance at Step I within the time period described in Section 13.3.1, above, shall be deemed a waiver of the grievance and no action to process a late grievance shall be required of the District.
- 14.9.11 Time limits given in these procedures may be modified only by written agreement signed by the parties.
- 14.9.12 At any point these procedures, after the complaint has been put in writing, the parties in interest may agree to confer with the Superintendent/designee regarding the submission of the matter directly to an arbitrator. Other sections of these procedures notwithstanding, if all parties and the Superintendent/designee agree as provided in this section, the complaint may be submitted to the arbitrator.
- 14.9.13 All records of grievance proceedings shall be retained in a special file maintained by the District. All documents, communications, and records dealing with the proceedings of a grievance shall be filed separately from the personnel files of the participants.
- 14.9.14 The grievant may be represented or advised by the Chapter representative during any of the meetings beginning with Step I between the employee and administrator during the grievance procedure.
- 14.9.15 Recourse by an employee to Step IV of the Grievance Procedure shall reconstitute a waiver of any legal or statutory rights to relief for the action or condition which

is the subject of the grievance.

- 14.9.16 In the course of investigation of any grievance, anyone representing the grievant will report to the office of the site administrator of the building being visited and will state the purpose of the visit immediately upon arrival.
- 14.9.17 Reasonable release time will be granted the grievant and one (1) Union Steward/Designee to process a grievance(s).
- 14.9.18 No party in interest to a grievance shall serve as a CSEA representative in the processing of such grievances.
- 14.9.19 References to the Superintendent shall be interpreted to include their designee.

Article 15 - EVALUATION PROCEDURE

15.1 The District Evaluation of any employee shall not be placed in the employees district personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations shall be based upon direct observation. Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation. **Evaluation form and instructions are located in Appendix D and E.**

15.1.1 Probationary employees shall be evaluated twice before their sixth (6) month probationary period ends. Permanent employees shall be evaluated every other year provided they have met or exceeded standards in their previous performance evaluation. Such evaluations shall be prior to May 1st. Evaluations shall be made by the employees designated supervisor.

15.1.2 The employee may request to receive and review his/her completed evaluation at least twenty-four (24) hours prior to the evaluation conference.

15.1.3 The completed form shall be shown to the employee being evaluated and each item discussed. Both parties will sign the report and each may attach any comments deemed necessary. Signing the report does not necessarily indicate that the employee agrees with the report, but that the employee has seen the evaluation report and has discussed the report with the immediate supervisor/administrator.

15.1.4 The employee shall be provided with copies of all written material before it is placed in the employees personnel file. The employee shall have the ten (10) days to prepare a written response to such material and have it attached to the material.

15.1.5 Materials in personnel files of employees that 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 rating, reports, or records which (1) were obtained prior to employment of the person involved, (2) were prepared by interview committee members, or (3) were obtained in connection with promotional examination.

Every employee shall have the right to inspect these materials upon request, provided that the request is made at a time when the person is not actually required to render services to the District.

Information of a derogatory nature, except material mentioned in the paragraph above, shall not be entered or filed unless and until the employee is given notice

and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. The review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

Notwithstanding the above paragraph every classified employee shall have access to his/her numerical scores obtained as a result of a written examination.
(Ed. Code © 44031)

Article 16 - STATUTORY REMEDIES AND SAVINGS PROVISIONS

- 16.1 If any provisions of this agreement are held to be contrary to Federal or State law by a court of competent jurisdiction, such provisions will be deemed to be invalid. All other provisions will continue in full force and effect.
- 16.2 Should a provision of this contract be deemed invalid after judicial review, then the parties of this contract shall meet within twenty (20) days to mutually arrive at a satisfactory replacement, if necessary, for such article or section deemed illegal.
- 16.3 Policies between or affecting the parties of this Agreement that are inconsistent, with this contract are hereby superseded and terminated.
- 16.4 If any provision of this Agreement is held contrary to law by a court or governmental authority having final jurisdiction, such provision shall be deemed invalid to the extent required by such decision. All other provisions of this Agreement shall continue in full force and effect.
- In the event of suspension or invalidation of any article or section of this Agreement, upon request, the parties agree to meet and negotiate within thirty (30) days after such request for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- 16.5 The initial proposal for a successor agreement shall be submitted by **May 1**, or a mutually acceptable date thereafter.

Article 17 - NON-DISCRIMINATION

17.1 Employee Organization Activity

The District shall not discriminate against any employee on the basis of membership in an employee organization.

17.2 Non-Discrimination Action

No employee shall be subjected to unlawful discrimination on any subject covered by this contract on the basis of sex, age, physical handicap, race, national origin or religion.

Article 18 - ORGANIZATIONAL RIGHTS

18.1 **Communication**

The Chapter shall have the right to use, without charge, specified bulletin boards. No long-distance telephone calls may be made at District expense.

18.2 **Facilities**

The Chapter shall have the right to use institutional facilities, equipment and buildings at reasonable times for CSEA business, provided that the Board Policy and Administrative Regulation addressing facility use are adhered.

18.3 **Relevant Information**

A Chapter designee shall have the right to receive, upon request, copies of any and all non-confidential, published documents related to wages, hours or other terms and conditions of employment which are relevant for the Chapter to fulfill its duties and obligations as the exclusive representative of employees covered by this Agreement.

18.4 **New Employee Orientation**

18.4.1 **District Notice to CSEA of New Hires**

The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail, including the following information: full legal name, date of hire, classification, and site.

18.4.2 **Employee Information**

- a) “Newly hired employee” or “new hire” means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the CSEA unit.
- b) The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure File Transfer Protocol (FTP) site or service, on the last working day of the month in which they were hired, or by the first pay period of the month following hire. This contact information shall include the following items, with each field in its own column:
 - a. First Name;
 - b. Middle initial;

- c. Last name;
- d. Suffix (e.g. Jr., III)
- e. Job Title;
- f. Department;
- g. Primary worksite name;
- h. Work telephone number;
- i. Work Extension;
- j. Home Street address (incl. apartment #)
- k. City
- l. State
- m. ZIP Code (5 or 9 digits)
- n. Home telephone number (10 digits);
- o. Personal cellular telephone number (10 digits);
- p. Personal email address of the employee;
- q. Birth date;
- r. Employee ID;
- s. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
- t. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

In the event no one is hired on any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

- c) **Periodic Update of Contact Information:** The District shall provide CSEA with a list of all bargaining unit members’ names and contact information on the last working day of October, February, and June. The information will be provided to CSEA electronically via a mutually agreeable secure File Transfer Protocol (FTP) site or service. This contact information shall also include the information listed in section 2.b. of this section, with each field listed in its own column:

18.4.3

New Employee Orientation

- a) “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b) The District shall provide CSEA access to its new employee orientations. CSEA shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be given as agreed.
 - i. When the new employee has an orientation at the site, the site CSEA representative will be given up to thirty (30) minutes to conduct the orientation session. Said release time shall not be

counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

- c) The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.
- d) The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.
- e) During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

18.4.4

Grievance

- a) Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall follow the grievance and arbitration provisions of the current Collective Bargaining Agreement, Article 14-Grievance Procedures.
- b) Only CSEA has the ability to grieve this agreement.

Article 19 - REOPENERS

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

- a) For purposes of the parties' 2022-2023 reopener negotiations only, the Association and District shall submit any changes to two Articles, in addition to wages and employee benefits. Following the exchange of the initial proposals, the parties shall meet to begin the negotiations process.
- b) For purposes of the parties' 2023-2024 reopener negotiations, the Association and District shall submit any changes to two Articles, in addition to wages and employee benefits. Following the exchange of the initial proposals, the parties shall meet to begin the negotiations process.

Appendices

Appendices

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Classified Salary Schedule 2021 – 2022

NEWMAN-CROWS LANDING UNIFIED SCHOOL DISTRICT 2021-2022 NCLUSD Classified Hourly Salary Schedule								
Range	Job Position	Work Days	Paid Days	Step 1	Step 2	Step 3	Step 4	Step 5
A	Campus Supervisor/Driver	181	195	\$15.73	\$16.49	\$17.32	\$18.11	\$18.96
B	Bilingual Clerk /Tester	181	195	\$16.06	\$16.82	\$17.65	\$18.52	\$19.34
	Clerk	181	195					
	Food Service Worker II	181	195					
	Health Clerk	181	195					
	Yard Duty	181	195					
	CELDT Tester (Temporary/Non-CSEA)	As needed						
BB	Instructional Aide	181	195	\$16.36	\$17.22	\$18.05	\$18.97	\$19.93
	Instructional Aide Bilingual	181	195					
	Campus Supervisor	181	195					
C	Attendance Clerk	200	214	\$17.35	\$18.23	\$19.11	\$19.98	\$20.94
	High School Library Media Clerk	195	209					
	Library Media Clerk	185	199					
	Account Technician Clerk	210	224					
	Registrar	210	224					
D	Custodian	246	261	\$18.65	\$19.57	\$20.56	\$21.49	\$22.51
	Custodian/Driver	246	261					
	Food Services Lead Person	190	204					
	Groundskeeper	246	261					
E	School Secretary	205	219	\$19.75	\$20.19	\$21.76	\$22.66	\$23.79
	ASP Secretary	200	214					
F	Secretary II	210	224	\$20.73	\$21.20	\$22.84	\$23.79	\$24.98
G	Custodian/Maintenance Asst	246	261	\$20.68	\$21.63	\$22.73	\$23.79	\$24.96
	Lead Groundskeeper	246	261					
	Lead Custodian	246	261					
H	Program Facilitator	181	195	\$23.08	\$24.02	\$24.99	\$26.01	\$27.02
	SLPA Speech/Language Pathology Asst							
	Adult Ed Educational Assistant (Non-CSEA)							
J	Maintenance Assistant II	261	261	\$21.19	\$22.17	\$23.27	\$24.37	\$25.58
K	ASP Coordinator	190	204	\$20.07	\$20.74	\$21.42	\$22.04	\$22.70
L	ASP Leader	181	195	\$16.06	\$16.53	\$17.02	\$17.55	\$18.25
	ASP Music Leader	181	195					
	Child Care (Temporary/Non-CSEA)	As needed						
M	AM ASP Leader	181	195	\$18.55	\$19.13	\$19.70	\$20.29	\$20.90
N	Secretary III	215	229	\$21.77	\$22.25	\$23.99	\$24.98	\$26.22
	Maintenance & Operations Secretary	246	261					

REVIEW DATE: 6/2/2021
 BOARD APPROVED DATE: 6/7/2021
 AMDENDED BOARD DATE:
 EFFECTIVE DATE: 7/1/2021

HEALTH BENEFIT CAP FOR ELIGIBLE
 EMPLOYEES: \$9,650.00

4.50% INCREASE TO 20-21 SCHEDULE

FOOTNOTE:
 All positions will receive longevity compensation at the following intervals:
 After completion of 11 years of employment within the District - 3% of applicable step
 After completion of 16 years of employment within the District - 6% of applicable step
 After completion of 21 years of employment within the District - 9% of applicable step
 After completion of 26 years of employment within the District - 12% of applicable step
 After completion of 31 years of employment within the District - 15% of applicable step

A full-time workday is 8 hours.
 A full-time workweek is 40 hours.
 Average full-time work month is 173.33 hours.
 Overtime rate is 1.5 times hourly rate

NEWMAN CROWS LANDING UNIFIED SCHOOL DISTRICT

Appendix B

GRIEVANCE FORM

<p>NEWMAN CROWS LANDING UNIFIED SCHOOL DISTRICT GRIEVANCE FORM</p>	
<p>CSEA GRIEVANCE#</p>	
<p><u>EMPLOYEE/GRIEVANT</u></p>	<p><u>DATE</u></p>
<p><u>School/Department</u></p>	<p><u>Job Title</u></p>
<p>STEP # GRIEVANCE AND REMEDY OR CORRECTION REQUESTED: (specify facts, dates, nature of complaint)</p>	
<p>Statement of:</p>	
<p>Employees Signature</p>	<p>Steward/CSEA Rep. Signature (optional if employee chooses to have assistance in processing of grievance)</p>
<p>Time Received _____ Date Received _____</p>	<p>Supervisors' Signature</p>



NEWMAN-CROWS LANDING UNIFIED SCHOOL DISTRICT



Appendix C

Classified Employees Catastrophic Leave Fund Request Form

I request _____ days of sick or vacation day leave credit, be transferred to the classified employees catastrophic leave fund. **One sick or vacation day leave credit is equal to the amount of hours in a normal workday as defined in Article 6.2: of the contract.** I understand that all transferred leave is irrevocable and non-refundable even if the sick leave or vacation day credit is not used by a classified employee.

Signature _____

Social Security Number _____

Date _____

Number of Daily Contractual Hours Worked _____



**NEWMAN- CROWS LANDING UNIFIED SCHOOL DISTRICT
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION**

Name: _____ **Evaluation Period:** **Three** _____
Classification: _____ **Month** _____ **Six Months** _____ **Annual** _____
Location: _____ **Unscheduled** _____ **Exit** _____

FACTOR CHECK LIST (please read instructions on reverse side)				Goal Attainment
4	3	2	1	
Exceeds Standards				
Meets Standards				
Requires Improvement				
Not Satisfactory				
4	3	2	1	All Employees
				1 Confidentiality
				2 Punctuality
				3 Absenteeism
				4 Quality of Acceptable Work
				5 Work Judgments
				6 Planning and Organizing
				7 Work Knowledge/Skill
				8 Meets Assignment Deadlines
				9 Accepts Direction
				10 Accepts Change
				11 Initiative
				12 Cooperation
				13 Operation/Care of Equipment
				14 Safety Practices
				15 Grooming and Dress
				16 Works without Supervision
Basic Skill Factors for Instructional Paraprofessionals				
				17 Reading Comprehension
				18 Writing Skills
				19 Mathematic Skills
Working Relationships				
				20 With District Employees
				21 With Public/Parents
				22 With Students
For Employees Who Supervise Others				
				23 Training and Instruction of Staff
				24 Decision Making
				25 Leadership

Overall Performance
 Exceeds Standards
 Meets Standards
 Requires Improvement
 Not Satisfactory

Employment
 I do recommend this person for continued employment.
 I do not recommend this person for continued employment.

 Supervisor's Signature Date

I certify that a supervisor has discussed this evaluation with me. I understand my signature does not necessarily indicate agreement. I have received a copy of this evaluation.

 Employee's Signature Date

Employee's comments: _____



INSTRUCTIONS FOR PERFORMANCE EVALUATION



Appendix E

SCHEDULE

Probationary - Status Employees

Evaluations must be completed before the end of the third and fifth month of employment.

Permanent - Status Employees

Evaluations must be completed by May 1st of the evaluative year, and at any other time as the immediate supervisor deems necessary.

PROCEDURE

The evaluation report is to be completed by the supervisor who is responsible for the work of the employee.

The evaluator is to enter in each box provided, an “X” in the appropriate performance level, according to the established definition. If a particular factor does not apply to the employee’s job, the evaluator should enter N/A.

The evaluator is to then hold a conference with the employee to explain the basis for the specific rating.

The evaluator then signs the form and gives the employee an opportunity to enter comments and sign the evaluation form.

DEFINITION OF EVALUATION TERMS

STANDARDS OF WORK PERFORMANCE SHALL BE BASED UPON THE CURRENT, RELEVANT JOB DESCRIPTION.

- 4. EXCEEDS STANDARDS Consistently achieves and frequently exceeds level of work performance that is expected of a trained and competent employee.
- 3. MEETS STANDARDS Consistently achieves and occasionally exceeds level of work performance that is expected of a trained and competent employee.
- 2. REQUIRES IMPROVEMENT Occasionally achieves level of work performance that is expected of a trained and competent employee.
- 1. NOT SATISFACTORY Rarely achieves level of work performance that is expected of a trained and competent employee.

PLAN FOR INDIVIDUAL IMPROVEMENT (If Applicable)



Classified Staff



Appendix F

NEWMAN-CROWS LANDING UNIFIED SCHOOL DISTRICT

REQUEST FOR USE OF PERSONAL NECESSITY LEAVE

EMPLOYEE _____

SCHOOL SITE _____ DATE REQUESTED _____

REASON* _____

NO TELL DAY _____ (Reason not required)

Please read your contract for further information regarding personal necessity.

Site Administrator Signature _____ Date _____

Supervisor Signature _____ Date _____

Superintendent/Designee Signature _____ Date _____



Classified Staff



Appendix G

NEWMAN-CROWS LANDING UNIFIED SCHOOL DISTRICT

REQUEST FOR COMPENSATORY TIME

ATTACH COPY OF COMPENSATORY TIME-LOG WITH THIS FORM

EMPLOYEE _____ DATE _____

JOB TITLE _____ SCHOOL SITE _____

NUMBER OF HOURS REQUESTED _____

TOTAL NUMBER OF HOURS PRE-APPROVED:

(A copy of the compensatory time-log must be included with this form)

6.7 Compensatory Time Off

An employee in the bargaining unit shall have the option to take compensatory time off at a time **approved by the Superintendent/designee** in lieu of cash compensation for authorized overtime work, all compensatory time accumulated must be taken by the end of the school year in which it was earned.

6.11 Compensatory Time

Compensatory time off (C.T.O) in lieu of cash compensation may be authorized by the District, if a written request, signed by a site administrator/manager, is submitted prior to exercising this option. Such compensatory time off shall be in accordance with the Fair Labor and Standards Act (currently 240 hours maximum.) C.T.O. shall be taken at a time mutually acceptable to the employee and the District if the compensatory time has not been taken by the end of the school year in which it was earned, the District shall pay the employee for all such time at the appropriate overtime rate based on the employees current rate of pay.

* Please read Article 6 for further information regarding hours of employment.

DATE PRE-APPROVED HOURS COMPLETED: _____

Employee Signature _____ Date _____

Principal Signature _____ Date _____

Superintendent/Designee Signature _____ Date _____

Classified Staff



NEWMAN-CROWS LANDING UNIFIED SCHOOL DISTRICT
COMPENSATORY TIME-LOG



Appendix G2

(Must be attached to request form)

Name: _____

School Site: _____

Position: _____

Supervisor: _____

PRE-APPROVED OT/COMP TIME EARNED									COMP TIME USED		
Date Earned	Reason for OT	Supervisor Initials	Employee Initials	Hours Worked	Hrs @ Regular Rate	Hrs @ OT Rate	Total Hours Earned	Balance Comp Time	Date Used	Amount Used	Unused Balance

NEWMAN-CROWS LANDING UNIFIED SCHOOL DISTRICT

1223 Main Street, Newman, CA 95360

(209) 862-2933

CALENDAR CHANGE REQUEST

Name: _____ **Date:** _____ **Site:** _____

This form must be completed and signed by employee prior to changing work calendar. Signatures must be obtained from your supervisor and Superintendent prior to approval of change.

**NW/V= Non-Work/Vacation*

I am requesting to change my calendar.

Original Date(s) on Calendar shown as NW/V	Number of Days	New Date(s) for NW/V	Number of Days

Employee: _____ **Supervisor:** _____
(Signature) (Date) (Signature) (Date)

Superintendent: _____
_____ (Signature) (Date)

Denied: _____

Any denied calendar change shall be indicated with a specific reason for the denial by the immediate supervisor. An employee shall have the right to a conference with the Director of Human Resources within 3 business days to discuss the denial.

(For CSEA-Appendix H)

Appendix I

Provision for Effects of Layoff:

1. The District shall not transfer work out of the bargaining unit to certificated, confidential management, or supervisory employee, volunteers, prisoners, short term, limited term, or substitute employees, students, or to other bargaining unit employees in different classifications.
2. The District shall not subcontract out the bargaining unit work performed by laid off employees or employees who have suffered a reduction in hours/work year. The district shall not expand the contraction out of any work currently performed or contracted out for any other services which could be performed by bargaining unit employees or could result in the layoff of bargaining unit employees.
3. The District shall release all probationary, temporary, short term, limited term and substitute employees before it lays off bargaining unit employees or reduces the hours of bargaining unit positions. Information on cost savings from the release of such employees shall be immediately provided to the Association.
4. Laid off employees may volunteer to take a lateral transfer into an equal classification of a demotion into a lower classification in which they have not worked if the position is vacant and if they meet the minimum qualifications. Laid off employees who take such voluntary demotion into a different class shall remain on the reemployment list for the classification from which they were demoted to preserve their return rights.
5. Laid off employees may be placed in any vacant position for which they possess the basic skill set, even if they have not previously held that position with the District.
6. Laid off employees and employees affected by reductions in hours/work year shall be offered the opportunity to fill any temporary, short term, limited term and substitute positions that become vacant as a result of the implementation of Provision 2 of this Agreement or which may become available subsequent to the execution of this Agreement.
7. The District shall not increase the current and existing workload of remaining bargaining unit employees as a result of the layoff and/or reduction in hours/work year of bargaining unit employees.
8. The District shall discontinue the use of volunteers in classrooms, departments, or offices where bargaining unit employees have been laid off or who suffered a reduction in hours or work year.
9. Benefitted employees who are laid off shall continue their health and welfare benefits to the end of the earned benefits period and shall be offered COBRA at the end of that time.
10. Employees designated for layoff and/or reduction in hours/work year shall be allowed paid release time to seek alternative employment.
11. Upon the affected bargaining unit employee's request, the employee subject to layoff shall receive District-provided in-service training to enable them to meet the minimum qualifications for other bargaining unit positions.
12. The District shall provide assistance in resume writing, testing and interviewing skills and techniques.
13. The District shall provide each laid off employee with a letter of recommendation upon request of the employee.

14. Each employee laid off from a full position shall receive a severance pay equivalent to [SPECIFY SALARY FOR A SET NUMBER OF WEEKS/MONTHS].
15. Laid off employees who are rehired within 39 months shall have all contractual rights and benefits (e.g. longevity, vacation, sick leave, etc.) bridged as though the employee had never been laid off.
16. Laid off employees and employees who are affected by a reduction in hours/work year shall retain all rights and benefits guaranteed to them by the California Education code, the CSEA/Employer collective bargaining agreement, and Employer policies and procedures.
17. An employee who takes a service retirement from California Public Employees' Retirement System (CalPERS), can be placed on a reemployment list and reinstated from retirement if the retirement was a result of a layoff.
18. The District shall provide letters to the state Employment Development Department (EDD) and assistance with the completion of unemployment forms due to a reduction of hours or days or a full layoff.