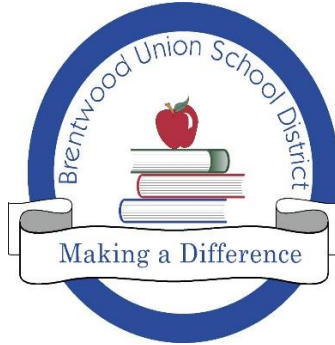


# **Collective Bargaining Agreement**

Between



**Brentwood Union School District**

And



**AFL-CIO**

**California School Employees  
Association**

And Its

**Brentwood Chapter 895, CSEA**

**July 1, 2021 - June 30, 2024  
Updated June 19, 2022**

## TABLE OF CONTENTS

	<u>Page</u>
<u>ARTICLE 1 AGREEMENT</u> .....	<u>1</u>
<u>ARTICLE 2 RECOGNITION</u> .....	<u>2</u>
<u>ARTICLE 3 NON-DISCRIMINATION</u> .....	<u>3</u>
<u>ARTICLE 4 ASSOCIATION RIGHTS</u> .....	<u>4</u>
<u>ARTICLE 5 ORGANIZATIONAL SECURITY</u> .....	<u>8</u>
<u>ARTICLE 6 HOURS OF EMPLOYMENT</u> .....	<u>10</u>
<u>ARTICLE 7 PAY AND ALLOWANCES</u> .....	<u>12</u>
<u>ARTICLE 8 HEALTH AND WELFARE BENEFITES</u> .....	<u>15</u>
<u>ARTICLE 9 EMPLOYEE EXPENSES AND MATERIALS</u> .....	<u>19</u>
<u>ARTICLE 10 SAFETY CONDITIONS OF EMPLOYMENT</u> .....	<u>20</u>
<u>ARTICLE 11 TRANSFER AND PROMOTION</u> .....	<u>23</u>
<u>ARTICLE 12 LEAVES</u> .....	<u>25</u>
<u>ARTICLE 13 HOLIDAYS</u> .....	<u>35</u>
<u>ARTICLE 14 VACATION</u> .....	<u>36</u>
<u>ARTICLE 15 PERFORMANCE EVALUATION</u> .....	<u>37</u>
<u>ARTICLE 16 GRIEVANCE PROCEDURES</u> .....	<u>39</u>
<u>ARTICLE 17 LAYOFF AND REDUCTION IN HOURS</u> .....	<u>44</u>
<u>ARTICLE 18 CLASSIFICATION/RECLASSIFICATION</u> .....	<u>47</u>
<u>ARTICLE 19 PROCEDURES FOR DISCIPLINE</u> .....	<u>50</u>
<u>ARTICLE 20 PROFESSIONAL GROWTH</u> .....	<u>57</u>
<u>ARTICLE 21 TERM AND REOPENERS</u> .....	<u>59</u>
<u>APPENDIX A SALARY SCHEDULE</u> .....	<u>61</u>
<u>APPENDIX B HEALTH BENEFITS TABLE</u> .....	<u>62</u>
<u>APPENDIX C UNIT POSITIONS</u> .....	<u>65</u>
<u>APPENDIX D EVALUATION FORM</u> .....	<u>66</u>
<u>APPENDIX E PROFESSIONAL GROWTH</u> .....	<u>69</u>
<u>APPENDIX F GRIEVANCE</u> .....	<u>71</u>

## **ARTICLE 1** **AGREEMENT**

- 1.1** This Agreement is made and entered into by and between the Board of Education of the Brentwood Union School District, hereinafter referred to as the "District" and the California School Employees Association and its Brentwood Chapter 895, CSEA hereinafter referred to as the "Association" or "CSEA". Henceforth the Association and the District shall be referred to as the "Parties."
- 1.2** The term of this Agreement is July 1, 2021 through June 30, 2024. The provisions of this Agreement shall remain in full force and effect from the date of ratification by the parties, for the remaining term of the Agreement.

## **ARTICLE 2** **RECOGNITION**

- 2.1** The District hereby acknowledges the Association as the exclusive bargaining representative for all classified employees holding those positions listed in **Appendix C** pursuant to PERB Certification of Representative (SF-RR-956-E).
- 2.2** The District will notify CSEA when it intends to establish a new classification which the District believes is reasonably related to an existing CSEA classification and will respond to a CSEA proposal regarding salary placement.

**ARTICLE 3**  
**NON-DISCRIMINATION**

- 3.1** No Employee shall be discriminated against because of membership in CSEA or for political or religious or affiliations, race, color, national origin or ancestry, sex, gender, marital status, physical handicap, age or sexual orientation.
- 3.2** Violations of this article shall not be subject to the grievance procedure.
- 3.3** Nothing in this section shall preclude employees from pursuing remedies for discrimination through appropriate administrative agencies in lieu of utilization of this procedure.

## **ARTICLE 4 ASSOCIATION RIGHTS**

- 4.1** The Association has the right under the EERA to represent bargaining unit members in their employment relations with the District. Nothing in the Agreement shall be construed as a waiver of such rights.
- 4.2** The right to use, without charge, informational bulletin boards, mailboxes, and the use of the Districts mail system for the posting or transmission of information or notices concerning CSEA matters, subject to legal restrictions.
- 4.3** Pursuant to District procedures, the right to use, without charge, on-site facilities, and buildings at reasonable approved times.
- 4.4** Pursuant to District procedures, the right to obtain, without charge, names, address and telephone numbers of unit members.
- 4.5** Pursuant to District procedures, the right to review an employee's personnel file and any other records dealing with employment when accompanied by the employee or on presentation of a written authorization signed by the employee.
- 4.6** The right to be supplied with a complete seniority roster of all bargaining unit employees within a reasonable time after request. The roster shall indicate the employee's present and previous classifications.
- 4.7** The right to receive upon request one (1) copy of any public budget or financial material submitted to the Governing Board for action.
- 4.8** The right to review at reasonable times any other completed public documents necessary for CSEA to fulfill its role as the exclusive bargaining representative.
- 4.9** CSEA and the District recognize their commitment to environmental stewardship; therefore, the successor agreement will be available online and accessible by all unit members. Upon request the District will provide a hard copy of the agreement to a unit member without charge.
- 4.10** CSEA shall notify the District each year of the designated CSEA stewards. Those stewards have the right to reasonable release time for processing grievances and to represent unit members in disciplinary meetings. The steward shall follow standard procedures to arrange for release time, including providing one workday advance notice to his/her immediate supervisor. The parties may agree to waive the one (1) workday prior advance notice.
- 4.11** CSEA representatives shall have the right of access at reasonable times to unit member work locations.

[Return to Table of Contents](#)

Page 4 of 72

- 4.12** The District may select a current unit member to serve on an interview panel.
- 4.13** The District shall grant a reasonable amount of release time for negotiations, and processing grievances.
- 4.14** The right of unpaid release time for up to five (5) work days per calendar year for unit members who are CSEA state officers to conduct official CSEA business.
- 4.15** Employees shall receive two hours every other month compensatory time to attend chapter meetings, when said meeting is convened at a time least disruptive to District business. Employees must notify supervisors prior to departure for chapter meetings and indicate when the time will be made up within a day prior to, or after, the meeting.

**4.16 DISTRICT NOTICE TO CSEA OF NEW HIRES**

- 4.16.1 Provide CSEA With Notice of New Hires: The District shall provide the CSEA Labor Relations Representative and Chapter President notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail. The notice shall include full legal name, date of hire, classification, and site.
- 4.16.2 Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether, 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 agreement 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.

**4.17 EMPLOYEE INFORMATION**

- 4.17.1 Provide CSEA With New Hire Contact Information: On the last workday of each month, the District shall provide to a CSEA, via a spreadsheet sent to a CSEA **identified recipient** the name and contact information on the new hires. This information shall be provided to CSEA regardless of whether the newly hired employee

was previously employed by the District.

The information shall be provided electronically via a spreadsheet to a CSEA **identified recipient** and shall include the following items if provided to the district, 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) Home Street address (incl. apartment #)
- (i) City
- (j) State
- (k) ZIP Code (5 or 9 digits)
- (l) Home telephone number (10 digits);
- (m) Personal cellular telephone number (10 digits);
- (n) Personal email address of the employee;
- (o) Employee ID;
- (p) Hire date.

- 4.17.2 Provide CSEA With Periodic Update of Unit Member Contact Information: The District shall provide CSEA, via a spreadsheet to a CSEA secure email, all bargaining unit member names and contact information within two weeks of the beginning of the school year and after each of the District's two week breaks. The specific employee information required to be submitted and the method of reporting shall be determined by CSEA but shall include all the information described above in section 2(a) of this agreement.

#### **4.18 NEW EMPLOYEE ORIENTATION**

- 4.18.1 Provide CSEA With Access to New Employee Orientations: When the District makes an employment offer to a potential employee, a representative from Human Resources will provide the CSEA Chapter President with notice of the date and time of the District orientation/onboarding meeting and CSEA will be invited to attend and meet with applicant to provide a CSEA orientation. This District orientation/onboarding meeting likely will occur prior to the applicant becoming an employee and therefore the applicant will not be in paid



status.

If CSEA is unable to conduct its orientation session at the date and time of the District orientation/onboarding session, then a representative from Human Resources shall coordinate with the CSEA Chapter President to schedule a date for CSEA to meet with the new employee within ten (10) calendar days' of the employee's hire date.

- (a) The CSEA orientation representative will be given paid release time of up to fifteen (15) minutes to meet with the employee and travel time **between District properties** which will not be counted against other paid release time outlined in the collective bargaining agreement.
- (b) CSEA orientation meetings shall occur on District property.
- (c) The District reserves the right to meet with the applicant after school hours.
- (d) During CSEA's orientation/onboarding session, no District manager, supervisor, or non-unit member shall be present.

4.18.2 Group Orientations: In the event the District conducts a group orientation, CSEA shall have up to 30 minutes and travel time between District properties, of paid release time for up to two (2) CSEA representatives 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.

4.18.3 New Hire Packet: The District shall include the CSEA membership application or a link for an electronic application in the new employee orientation packet.

**ARTICLE 5**  
**ORGANIZATIONAL SECURITY**

**5.1 Membership and Dues Deduction:**

- 5.1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). Managers, supervisors, and confidential employees shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause.
- 5.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.
- 5.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

**5.2 Dues Deduction**

- 5.2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 5.2.2 The employer 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.
- 5.2.3 There shall be no charge by the employer to CSEA for regular membership dues deductions.

**5.3 Membership Information**

- 5.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information.

## **5.4 Hold Harmless Provision**

- 5.4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.
- 5.4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

## **ARTICLE 6**

### **HOURS OF EMPLOYMENT**

#### **6.1 Work Week**

- 6.1.1 The hours of the workday for each classified assignment shall be designated by the District. For a full-time employee, the normal work week is forty (40) hours and the normal work day is eight (8) hours. This shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District, nor shall it restrict the employee and supervisor from agreeing to an alternative work day or week schedule.

#### **6.2 Meal Periods**

- 6.2.1 All employees who work more than five (5) hours per day shall be entitled to a scheduled, uninterrupted, non-compensated lunch period. The length of the lunch period shall be determined by the District, shall be no longer than one hour nor less than one-half hour and shall be scheduled insofar as practicable at or about the midpoint of the work shift.
- 6.2.2 Night custodians who work more than five (5) hours per day shall receive a 30-minute paid meal break. Night custodians are required to remain on site during the meal break, unless advance permission has been granted to leave

#### **6.3 Rest Periods**

- 6.3.1 Employees who work four (4) or more hours per day shall be entitled to rest periods, which, insofar as it is practicable, shall be scheduled in the middle of each work period. The rest periods are granted at the rate of fifteen (15) minutes per four (4) hours worked. For employees working less than four (4) hours per day, breaks are to be individually accommodated on an as needed basis, and should not exceed an amount of time pro-rated for the employee's work hours.

#### **6.4 Change in Basic Assignment**

- 6.4.1 The District may request a regular employee to add time to his/her work day through the acceptance of substitute or short term assignments or duties. A reasonable attempt will be made to offer additional time by seniority

[Return to Table of Contents](#)

Page 10 of 72

in the same classification at that site on a rotational basis.

- 6.4.2 An employee who works beyond thirty (30) minutes a day in excess of his or her part time assignment, for a period of twenty(20) or **more work days in any 60 calendar day period** shall be entitled to the fringe benefits provided by the District and statute on a pro-rated basis consistent with the increase in time actually worked. This can include vacation, sick leave and the District's benefit allotment (if applicable).

## **6.5 Extra Hours**

- 6.5.1 The District may request a regular employee to add time to his/her work day through the acceptance of extra hours (i.e. hours which are not customarily performed). A reasonable attempt will be made to offer additional time by site and then by Department seniority (M&O or Food Services) on a rotational basis.

**ARTICLE 7**  
**PAY AND ALLOWANCES**

**7.1 Regular Rate of Pay**

- 7.1.1 The regular rate of pay for each position in the CSEA bargaining unit shall be in accordance with the rates established for each classification as provided for in **Appendix A**, which is attached and incorporated into this agreement.

**7.2 Pay Frequency**

- 7.2.1 All employees in the bargaining unit shall be paid once per month, on or before the last working day of the month which the District Office is open for business. If the normal payday falls on a holiday, the paycheck shall be issued on the preceding workday.
- 7.2.2 Paychecks are sent electronically to the employee's bank/credit union, pursuant to arrangements which the unit member makes with the payroll office. The District shall make appropriate deductions as mutually agreed between the District and CSEA, or as requested by the unit member.

**7.3 How Pay is Calculated**

- 7.3.1 Unit members will receive their annual salary divided into twelve (12) equal payments.
- 7.3.2 Below is an example of a payroll calculation for a three (3) hour/day Site Food Service worker.

The number of workdays in year	<b>185.00</b>
Number of paid holidays in year	13.00
Number of paid vacation days in year	<b>8.33</b> (increases with seniority in district)
Total number of <u>paid days</u> in year	<b>206.33</b>
Number of hours worked per day	x 3.00 (example only, assignment will vary)
Total number of <u>paid hours</u> in year	<b>618.99</b>

Paid hours per month	$619 \div 12 = 51.583$
----------------------	------------------------

- 7.3.3 This monthly amount is then multiplied by the hourly rate of pay to arrive at the amount of the gross monthly earnings. In the example above, if the employee earns \$15.22 an hour, her/his gross earnings would be \$785.09 (619 hours divided by 12 months = 51.58 hours per month x \$15.22 per hour).

#### **7.4 Overpayment of Salary**

- 7.4.1 The District will contact any employee who has been overpaid at the time of termination, or at any other time, to arrange for repayment of the excess salary received.

#### **7.5 Overtime**

- 7.5.1 Overtime is defined to include any ordered and authorized time worked in excess of eight (8) hours in any one day or any one shift or in excess of forty (40) hours in any calendar week, except for employees working an alternate full time shift. Overtime must be authorized prior to it being performed. Overtime shall be paid at the rate of time and one-half.

#### **7.6 Compensatory Time Off**

- 7.6.1 An employee may elect to accept compensatory time off in lieu of a cash payment for overtime. Use of comp time must be approved by the supervisor and cannot impair the services rendered by the District. Compensatory time must be taken within twelve (12) calendar months following the month in which the overtime was worked. If compensatory time is not taken, the District shall pay the employee in cash for all such time at the appropriate overtime rate. The District Compensatory Time Log is to be used to document authorized time earned and used.

#### **7.7 Call Back Time**

- 7.7.1 Any employee called back to work after completion of his/her regular assignment shall be compensated at 1.50 times the employee's regular hourly rate, and for a minimum of one hour (Example: alarm calls, emergency repairs, etc.) Call back time does not apply to employees voluntarily adding hours or voluntarily working for absent

employees.

## **7.8 Out of Class Pay**

- 7.8.1 An employee who is authorized to work in a classification other than his/her own shall be paid out of class pay. Upon working out of classification five (5) days in a fifteen (15) day period in the same assignment, the employee will be paid on the salary range for the position at the step which is at least 3% above the employee's current salary. Employees at the top end of the pay schedule shall be paid at the unit member's current step and the range of the higher classification in which the employee is working.

## **7.9 Longevity**

- 7.9.1 All regular classified employees receive longevity: 2.5% after the first 10 years; an additional 2% after 15 years; an additional 2% after 20 years; an additional 2% after 25 years; and, an additional 2% after 30 years.

## **7.10 Stipends-Mileage**

- 7.10.1 Mileage at the IRS rate will be paid on timesheet to CSEA employees required to use their personal vehicle to travel between work sites and/or for District business.
- 7.10.2 Effective the pay period following ratification in the 2021-22 school year, Custodians, Groundskeepers, Maintenance, Warehouse Workers, and Food Services Leads may receive a District provided mobile phone or a monthly stipend of \$25 upon written request.

### **FOR THE 2021-2022 SCHOOL YEAR**

Effective January 1, 2022, all bargaining unit members shall receive 1.2% percent ongoing salary schedule increase.

### **FOR THE 2022-2023 SCHOOL YEAR**

Effective July 1, 2022, all bargaining unit members shall receive 3% ongoing salary schedule increase. This amount is subject to increase pursuant to the contingency language MOU.



## **ARTICLE 8**

### **HEALTH AND WELFARE BENEFITS**

Health and Welfare Plans shall be described in **Appendix B**.

- 8.1.1 Each regular, full-time unit member shall be entitled to a standard monthly fringe benefit allowance which is to be used to purchase medical benefits. Regular part time unit members who work four (4) hours or more per day will receive benefits on a prorated basis.
- 8.1.2 The allowances for full time unit members are described in **Appendix B**.
- 8.1.3 Eligible unit members must enroll in one of the District's medical plans. However, those who provide proof of alternate group medical coverage may decline the District's medical insurance and will be required to sign a Medical Insurance Waiver.
- 8.1.4 In the case of unit members married to other District employees, or registered domestic partners both working in the District, the coverage for either two-party or family will be paid by the District not to exceed \$2,215.03.
- 8.1.5 In the case of two married or domestic partner unit members or District employees wherein one or both members/employees work as part-time employees, the district will contribute a prorated percentage of the \$2,215.03 maximum. The contribution will be prorated as a percentage equivalent to their combined pro rata FTE.
  - (a) Example: 1<sup>st</sup> employee is 1.0 FTE, 2<sup>nd</sup> employee is .5 FTE. These member would receive .75 (75% of the 2.0 FTE) of the \$2,215.03 equivalent BUSD contribution totaling \$1,661.27.
- 8.1.6 Effective July 1, 2016, the District will provide dental benefits to eligible unit members and their eligible dependents under the District's dental insurance program, at no cost to the unit member. If coverage for a spouse or dependents is needed, they must be enrolled at the time of employment. The only exceptions to this rule are:
  - (a) For less than full time unit members whose first date of paid service is prior to June 30, 2020, the District shall provide dental benefits to eligible unit members under the District's dental insurance program at no cost to the unit member.

- (b) For less than full time unit members whose first date of paid service is after June 30, 2020, the District shall provide employee-only dental benefits at no cost to the unit member. The District contribution shall be prorated based upon the unit member's FTE for the employee plus one and family plans.

8.1.7 If coverage for a spouse or dependents is needed, they must be enrolled at the time of employment/eligibility. The only exceptions to this rule are:

- (a) A child may be added during Open Enrollment in any year prior to turning age 5
- (b) Occurrence of a "significant life event" such as marriage, divorce or adoption.
- (c) Every five (5) years, when the District participates in a Dental Census, unit members may add eligible dependents who were not previously enrolled.

8.1.8 An optional vision plan is available.

8.1.9 Any out-of-pocket expense incurred by the unit member for his or her own or dependent coverage will be deducted from the unit member's paycheck on a pre-tax basis under the IRC Section 125 plan.

## **8.2 Cash Option**

8.2.1 Beginning on January 1, 2015, the "Cash Option" is available only to unit members who are not enrolled in a District sponsored medical plan and who have signed a Medical Insurance Waiver (see 8.1.3 above). Full time unit members hired prior to 1/1/11 are entitled to \$352 per month, and full time unit members hired on or after 1/1/11 are entitled to \$175 per month. These amounts are prorated for eligible part time unit members. "Cash Option" payments are taxable income under IRC Section 125 rules.

8.2.2 In the event of a change of family circumstance (marriage, death of a spouse, divorce or other similar event), a unit member may move from participation in a

District-sponsored medical plan to the "Cash Option" or the reverse.

### **8.3 Section 125 Plan**

- 8.3.1 Employees can direct a part of their pay, on a pre-tax basis, to pay any out of pocket insurance premium costs, purchase a variety of voluntary insurance products or to place into a special account to reimburse for dependent day care expenses or un-reimbursed medical expenses.

### **8.4 Commencement and Duration of Benefits**

- 8.4.1 Upon initial employment, unit members shall be eligible for coverage on the first day of the calendar month following the first full calendar month of employment.
- 8.4.2 Upon termination of employment, unit members shall be provided the District allowance to which they are entitled for benefits, through the last day of the pay period in which the termination occurred. Coverage will continue through the following month.
- 8.4.3 Unit members who are absent on account of illness and who have exhausted their accumulated sick leave, who remain medically unable to resume work shall continue to be provided with fully paid benefits during the remainder of the 100 day extended sick leave period following the exhaustion of fully paid sick leave.
- 8.4.4 The Employer shall inform in writing all qualified unit members and/or beneficiaries of their right to continue benefit coverage under provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
- 8.4.5 The determination of eligibility for health and welfare benefits shall not discriminate on the basis of age, sex, or marital status.

### **8.5 Retiree Benefits**

- 8.5.1 Unit members who have worked in the District for twenty (20) years or more in a full time position shall be eligible for retiree health benefits, except that seven (7) hour/day food service workers who meet the other conditions under this section, shall be eligible for prorated benefits. The unit member's final five (5) years of employment must be in a full time position. Full time shall be defined as eight (8) hours per day for the full work year established for the position.

- 8.5.2 For employees retiring before July 1, 2010, the District

[Return to Table of Contents](#)

Page 17 of 72

will contribute an amount not to exceed the rate for single person medical coverage in the health plan in which the retiring employee is enrolled in at the time of retirement, or the available plan which is most similar.

- 8.5.3 For employees retiring between July 1, 2010, and June 30, 2011, the District will contribute an amount not to exceed the rate for employee-only Kaiser HMO.
- 8.5.4 For employees who retire on or after July 1, 2011, the District will contribute for retiree health benefits the same amount as the employee-only rate for active employees.
- 8.5.5 The employee must be enrolled in a District medical plan at the time of retirement. If the employee is enrolled in a plan and the premium for the employee's plan exceeds the District's contribution, the employee will be responsible for paying the District each month for the difference. The District bears no responsibility for continuation of employee coverage under a particular plan and is obligated only to make available the contribution set forth above.
- 8.5.6 BUSD retirees shall be allowed to enroll in the District vision and dental plans at the retiree's cost.
- 8.5.7 This coverage will continue for ten (10) years or until the employee reaches age 65, whichever comes first.

**ARTICLE 9**  
**EMPLOYEE EXPENSES AND MATERIALS**

**9.1 Tools & Equipment**

- 9.1.1 The District shall provide all tools, equipment, and supplies that it determines are necessary to employees for the performance of their duties. Should the duties of an employee require use of equipment or gear to insure the safety of the employee or others, the Employer shall provide such gear or equipment.

**9.2 Physical Examination**

- 9.2.1 The District shall provide the full cost of any medical examination required as a condition of employment or continued employment.

**9.3 Uniforms**

- 9.3.1 The District shall provide upon hire and offer each year thereafter to all employees in the following classifications: Maintenance, Grounds, Custodial, and Warehouse five (5) shirts and one (1) jacket or other outerwear.
- 9.3.2 The District shall provide upon hire and offer each year thereafter to all Food Service employees two (2) aprons, and provide upon hire and offer every other year one (1) sweater or other outerwear.

**ARTICLE 10**  
**SAFETY CONDITIONS OF EMPLOYMENT**

**10.1 Safety of Personnel**

- 10.1.1 Any abuse of school personnel, assault or battery upon school personnel or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by employees to their immediate supervisor or designee, and the appropriate law enforcement authorities shall be informed by the unit member and the administrator under whose direction or supervision the unit member works.

**10.2 Safe Working Conditions**

- 10.2.1 Unit members shall not be required to work in unsafe, unhealthy, or hazardous conditions, or to perform tasks that endanger their health, safety, or well-being, as determined by the site administrator and District administration.
- 10.2.2 Each employee shall report, in writing, any unsafe conditions in his/her working environment to the immediate supervisor. That supervisor shall, within twenty (20) working days, respond in writing to his/her employee, stating what will be done to make the condition safe or if no action will be taken, the reason(s) why.

**10.3 District-wide Safety Committee**

- 10.3.1 The District maintains a District-wide safety committee. The Association may appoint one (1) representative to participate on the committee.
- 10.3.2 Committee members may submit items for the meeting agenda at least three (3) workdays prior to the meeting.
- 10.3.3 The Safety Committee shall review and provide input to the District Disaster Preparedness Plan and Emergency Procedures and other District wide health and safety procedures.

**10.4 Site Safety Committee**

- 10.4.1 Each site shall have a safety committee. The committee shall include the Principal or designee, at least one (1)

unit member selected by unit members at the site. All members shall be volunteers.

10.4.2 Each year, the site safety committee shall review and provide input to the site emergency preparedness plan and other health and safety procedures specific to the site.

10.4.3 Unit members may place on the site safety committee meeting agenda concerns regarding site wide health, safety and student discipline, after discussing any such concerns with the Principal, and if the Principal agrees that the item is appropriate for consideration by the site safety committee.

10.4.4 Universal Precautions: Universal precautions shall be observed throughout the District to protect employees from contact with potentially infectious blood or other body fluids. According to the concept of universal precautions, all human blood and certain human body fluids are treated as if known to be infectious for blood borne pathogens.

## **10.5 District Safety Compliance**

10.5.1 The District shall make every attempt to conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal law or regulation adopted under State or Federal law which is applicable to the District.

## **10.6 Workplace Injury and Illness Prevention**

10.6.1 The District provides a healthy and safe working environment for all employees. An Injury and Illness Prevention Plan is annually updated and available on the District website. Employees are expected to perform their duties in the safest manner possible to avoid most accidents and injuries.

10.6.2 Employees shall:

(a) Report any and all hazards to your immediate supervisor

(b) Follow proper procedures for all tasks

## **10.7 Injuries on School Property or on School Business**

- 10.7.1 Employees are covered under Workers' Compensation Insurance for on-the-job injuries.
- (a) All accidents must be reported to the supervisor's office immediately.
  - (b) The employee will then make a toll-free telephone call to Company Nurse before leaving the premises.
  - (c) Company Nurse contact numbers are posted at all sites. The injured worker will give the details of his/her injury to a registered Nurse (the secretary or supervisor can do this if the worker is unable).
  - (d) The Nurse will give on-the-spot triage and will advise the employee as to whether or not they need to see a doctor. If they do, the employee will be directed to one of the approved panel of treating physicians.
  - (e) All injuries, even minor ones, must be reported to Company Nurse.
  - (f) Employees wishing to designate their own personal physician for treatment for all work related injuries may do so by completing the proper form available in the Human Resources department.

## **10.8 Employee Protection**

- 10.8.1 It is understood that bargaining unit members may exercise the amount of physical control reasonably necessary to protect themselves or to ensure the safety of students and other unit members.



**ARTICLE 11**  
**TRANSFER AND PROMOTION**

**11.1** All employees are employees of the District and not a particular site.

**11.2** Transfer is defined as a move from one school or work location to another without change in salary schedule placement, basic job classification or established number of work hours.

**11.3 District Initiated Transfer**

11.3.1 The District may initiate the transfer of any employee in order to balance workloads, reduce excess staff, or to address the needs of the District, its employees and/or its students. Personal preferences of the employee involved shall be considered along with the criteria listed below.

**11.4 Employee Initiated Transfer**

11.4.1 Employees may initiate a request for transfer. Transfer requests may be indicated on the annual staffing survey, but all requests for transfer will require the completion of an internal application in response to posted vacancies. Transfer requests will be considered based on the criteria listed below.

11.4.2 **Procedure for Filling Vacancies/Transfer and Promotion**

- (a) Notice of vacancy shall be posted at work locations and on the District website ([www.brentwood.k12.ca.us](http://www.brentwood.k12.ca.us))
- (b) Postings for vacancies shall be sent to the sites and displayed in a central location. The posting shall contain a closing date for submitting an application no sooner than five (5) working days after the posting date. A supply of the District's internal application form will be available at the work site.
- (c) Any unit member may apply for a posted vacancy by submitting the internal application by the closing date.
- (d) If required qualifications for the position are met, internal applicants will be granted an interview. The selection criteria used is outlined below.
- (e) Unit members who qualify and who apply for a transfer or promotion shall be considered on a

competitive basis with other applicants, however, when all else is equal, preference shall be given to in-house applicants. For promotions where the basic job classification is the same, but the position being applied for offers an increase in hours, in-house applicants shall receive the position with greater hours over outside applicants.

- (f) A unit member who applies for a posted vacancy and who is not selected may, upon request, be given the reasons for non-selection by the hiring administrator.
- (g) A vacancy that is 45 minutes per day or less at a site can be filled from within the site without a District wide posting.
- (h) A separate application and interview process will take place for each job posting.

## **11.5 Selection Criteria for Transfer and Promotion**

11.5.1 Selection Criteria for filling vacancies are:

- (a) Reasonable needs of the District
- (b) Education, experience, and other qualifications posted
- (c) Diversity and balance of experience and interpersonal styles within the work site
- (d) Department needs
- (e) Skills suitable for grade level of students
- (f) Consideration of current performance (observations, written evaluations, etc.)
- (g) Length of service in the District

## **11.6 Promotion Right-to-Return**

11.6.1 A permanent employee who fails to complete the probationary period in the promotional position has the right to return to their previous classification.

## **ARTICLE 12**

### **LEAVES**

#### **12.1 Reporting Absences**

- 12.1.1 Unit members must report all absences to the electronic absence management system, pursuant to District procedures. Absences must be reported as soon as they are known but no later than one hour before commencement of the individual's shift, if possible, even when no substitute is required. In the event that the unit member is unable to report the absence prior to commencement of the shift, s/he shall contact his/her supervisor and/or site office.

#### **12.2 Verification of Illness**

- 12.2.1 The District may require written verification of the unit member's or family member's illness by the treating physician or practitioner whenever a unit member's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that absence is not related to illness or injury.

#### **12.3 Sick Leave**

- 12.3.1 Sick leave is the absence of an employee because of illness or injury or exposure to contagious disease.
- (a) Up to ten (10) days of sick leave per year may be used to attend to the illness of the employee's spouse, domestic partner, child or parent.
- 12.3.2 A unit member (probationary and permanent) shall earn paid sick leave at the rate of one (1) day per month to a maximum of twelve (12) days per year. Sick leave shall be pro-rated for employee's working less than eight(8) hours per day or twelve (12) months per year.
- 12.3.3 Any unused sick leave is accumulated without limit and is transferable within the California Public School System. Sick leave may be accrued and applied to service credit upon retirement for those classified employees who have membership in PERS (Public Employees Retirement System).

#### **12.4 Extended Sick Leave**

- 12.4.1 Unit members shall once a year be credited with a total of not less than one hundred (100) working days of paid

sick leave, including fully paid current and accumulated sick leave days. When a unit member has exhausted his/her current and accumulated sick leave and continues to be absent on account of his or her illness or accident for up to a total of one hundred (100) days, whether or not the absence arises out of or in the course of the employment of the unit member, the unit member shall be compensated at not less than fifty (50%) percent of the unit member's regular salary.

## **12.5 Additional Leave for Non Industrial Accident or Illness**

- 12.5.1 If, at the termination of the one hundred (100) day period, the employee is not medically able to resume the duties of the position, he/she may apply for a medical leave, if eligible, with appropriate approval from Human Resources, without pay for a period of up to eighteen (18) months. Such requests for medical leave will be considered on a case-by-case basis and the granting of any such leave shall be non-precedential.

## **12.6 Reemployment List**

- 12.6.1 If at the conclusion of all leaves of absence, paid or unpaid, the unit members is still unable to assume the duties of his or her position, s/he shall be placed on a reemployment list for a period of thirty-nine (39) months.

## **12.7 Health Benefits During Paid Leave**

- 12.7.1 Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, while on leave, they shall be allowed continued benefits at their own expense.

## **12.8 Personal Necessity Leave**

- 12.8.1 Up to seven (7) days of sick leave per school year may be used for personal necessity leave. If sick leave has been exhausted, no personal necessity leave days will be available.
- 12.8.2 The unit member shall report a planned leave as soon as known, but no later than one (1) workday prior to the beginning date of the leave, except when extenuating circumstances make this impossible.

12.8.3 The following reasons may be considered Personal Necessity:

- (a) Serious illness or death of a member of the immediate family.
- (b) Accident involving unit member or his/her property, or an immediate family member.
- (c) Court appearance as a litigant or as a witness under an official order.
- (d) Personal business of a serious nature and matters of compelling personal importance (not to exceed two (2) days per year). Use of such days is limited to activity that cannot reasonably be deferred to a day when the unit member is free from duty and is not intended for pleasure, convenience, vacation or recreation.
- (e) Paternity or adoption (an additional three (3) days, for a total of ten (10) available days, will be granted for purposes of paternity or adoption).
- (f) Observance of religious holidays on the actual holiday, not to exceed two (2) days of the seven (7) per year. (Two week advanced approval is required).
- (g) Child's classroom activity.
- (h) Extension of bereavement leave.
- (i) Legal business.
- (j) Graduation, wedding or other ceremonies. (limited to two(2) days per event — not to be used for recreation, pleasure, convenience or vacation)
- (k) Death of a friend or family member.

12.8.4 The manner of proof of personal necessity shall be described on the employee's Leave of Absence Form and, where required, a doctor's verification is to be attached to the form.

## **12.9 Personal Business Leave**

12.9.1 Unit members are entitled to one (1) day per school year for personal or family business.

- 12.9.2 Request for this leave must be submitted to the immediate supervisor at least 24 hours in advance of the planned absence. The request must be pre-approved by the immediate supervisor. The unit member need not disclose the specific reason for the request for Personal Business Leave.
- 12.9.3 Leave will be approved subject to the following conditions:
- (a) adequate coverage is available for the requested date;
  - (b) no conflict exists with work duties; and
  - (c) once approved, the approval cannot be rescinded.
- 12.9.4 This leave will not be deducted from the unit member's sick leave.

#### **12.10 Personal Leave Without Pay (AWOP)**

- 12.10.1 REQUESTED: A unit member may request and arrange with the Superintendent a personal leave without pay.
- 12.10.2 UNAUTHORIZED: Any unauthorized absence from a designated day of employment is considered personal leave without pay. Unauthorized absence may result in disciplinary action. The employee's next appropriate monthly warrant will reflect the amount of reduction.

#### **12.11 Pregnancy Disability Leave**

- 12.11.1 Absences due to pregnancy, miscarriage, childbirth and recovery there from are covered under sick leave.
- 12.11.2 The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and her physician.
- 12.11.3 The unit member shall provide written notice and physician verification to Human Resources as soon as possible regarding the expected date on which the leave will commence, and the expected date on which the unit member may resume duties.
- 12.11.4 Available sick leave will be used only during leave which has been authorized by a physician. Extended sick leave/difference pay will be used when the unit member remains on a physician authorized leave but has

exhausted all available sick leave. Any further leave beyond that authorized by a physician will be without pay.

12.11.5 The forms necessary to apply for maternity disability leave shall be available on the District website and found at the District Office.

12.11.6 Sick leave is charged only for work days missed.

## **12.12 Parental Leave**

12.12.1 Unit members may elect to utilize up to 12 weeks of parental leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by California Family Rights Act (CFRA).

12.12.2 In order to qualify for child bonding leave, unit members must have completed one year (twelve months of service) for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve (12) months) period.

12.12.3 For birthing mothers, the 12 week child bonding leave shall commence after any pregnancy disability leave.

12.12.4 For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave and run concurrently with Family Care Leave described in section 13 below.

12.12.5 If a unit member exhausts his/her accumulated sick leave prior to expiration of the 12 week child bonding leave, s/he shall be entitled to extended sick leave as defined in section 4 above for the balance of the 12 week period.

12.12.6 Pursuant to the CFRA, child bonding leave must be completed within one (1) year of the birth, adoption, or foster care placement of a child.

12.12.7 The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.

12.12.8 Where both parents are employees of the district, each parent is entitled to up to (12) workweeks of bonding

leave.

## **12.13 Family Care Leave**

### **12.13.1 General Provisions**

- (a) Purpose: In accordance with State and Federal law, eligible unit members are entitled to this leave due to his/her own serious health condition, or to care for a family member who has a serious health condition.
- (b) Eligibility: an eligible unit member is one who has worked at least one thousand two hundred fifty (1250) hours in the preceding twelve (12) months.
- (c) Family Member: Spouse or domestic partner; child; and parent.

### **12.13.2 Duration, Pay and Health Benefits**

- (a) Leave is limited to twelve (12) weeks in a twelve-month period, and may be as short as half (1/2) a regular workday.
- (b) Leave is without compensation unless it is taken concurrently with other paid leave.
- (c) The District maintains its contribution to unit member medical and dental benefits.

### **12.13.3 Reasons for Leave**

- (a) Care of a child, parent, spouse or domestic partner of the unit member who has a serious health condition;
- (b) Unit member's own serious health condition;
- (c) Bonding with newborn child or child placed with unit member in connection with adoption or foster care;
- (d) Because of any "qualifying exigency" arising out of the fact that the spouse, domestic partner, son, daughter, or parent of the unit member is on active duty in the Armed Forces in support of a contingency operation; or
- (e) Care of a spouse, domestic partner, son, daughter, parent or next of kin of the unit member and is a



covered service member with serious injury or illness.

#### **12.14 Procedures**

- 12.14.1 Leave under this Article shall commence on the date indicated by the unit member in the leave notice provided by the unit member to his/her supervisor.
- 12.14.2 The leave notice shall specify: Leave will be taken pursuant to this Article, the reason for the leave, the date the leave commences, the anticipated pattern of leave use if the unit member will not be absent continuously, whether the unit member will substitute other paid leave for leave under this Article and if so how much paid leave, and the anticipated date of return to continuous active service, if known to the unit member.
- 12.14.3 At the time of the unit member's request for leave for his/her own or his/her child's, parent's, spouse's or domestic partner's serious health condition, or within five (5) business days of the request, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the District's request, the unit member shall provide the certification within fifteen (15) days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts.
- 12.14.4 If the unit member is requesting leave to care for a child, parent, spouse or domestic partner with a serious health condition, both of the following:
- (a) Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent, spouse, or domestic partner;
  - (b) Estimated amount of time the health care provider believes the employee needs to care for the child, parent, spouse or domestic partner.
- 12.14.5 If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job.

- 12.14.6 If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.
- 12.14.7 Leave under this Article shall terminate on the next working day following the date indicated by the unit member in the return notice provided by the unit member to her/his supervisor.
- 12.14.8 The return notice shall specify: That the unit member is on leave pursuant to this Article that the unit member will return to continuous active service, and the date upon which the unit member will return to continuous active service.
- 12.14.9 Upon expiration of leave taken for his/her own serious health condition, an employee shall present certification from his/her health care provider that he/she is able to resume work. The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.
- 12.14.10 Delivery of a leave or return notice shall be by any means reasonably likely to inform the supervisor of the unit member's absence from or return to continuous active service.
- 12.14.11 If a unit member on leave under this Article determines to resign or retire without returning to continuous active service, the unit member shall provide written notice of such determination to the District, designating the last day of employment.
- 12.14.12 The required forms for applying for Family and Medical Leave can be found on the District's website.

### **12.15 Bereavement Leave**

- 12.15.1 Leave for up to three (3) days (5 days when travel in excess of 200 miles is required) is provided for a death in the immediate family. This leave is in addition to regular sick leave.

### **12.16 Immediate Family**

- 12.16.1 For purposes of Personal Necessity and Bereavement Leave, immediate family is defined as spouse, domestic partner, parent, child, grandparent, grandchild, son-in-

law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, of the unit member or his/her spouse or domestic partner, or any relative living in the immediate household of the unit member.

### **12.17 Jury Duty Leave**

- 12.17.1 A unit member absent due to reporting to jury duty will receive full pay which does not reduce his/her sick leave or vacation.
- 12.17.2 Any compensation, less any mileage expenses, received for serving as a juror under this section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.
- 12.17.3 Unit members who are placed on juror stand by and required to call into court during the work day of possible service may be excused from work that day and report the day as jury duty if any of the following criteria are met:
  - (a) The unit member works more than 35 miles away from the court to which they are required to report to.
  - (b) The unit member has family care obligations which would create a hardship for the unit member.
- 12.17.4 The unit member shall provide the District Office a written explanation in regards to Section 12.17.3(a) and (b) above prior to one calendar week before juror service. Exceptions to the one week notification shall be made in the care of unforeseen, extenuating circumstances.

### **12.18 Military Leave**

- 12.18.1 A current unit member will be granted paid leave status when called to active duty and deployed in a manner that renders him/her unavailable to fulfill his/her normal duties during a time of armed conflict involving the armed forces of the United States.
- 12.18.2 The District will be obligated only for the pay differential between the unit member's salary and the salary received for his/her military service.
- 12.18.3 It will be the unit member's responsibility to provide the

District with the documentation of the salary received for his/her military service.

- 12.18.4 Within thirty (30) days of receiving documentation from the unit member, the District will pay the unit member the salary differential, if any, from the beginning of the unit member's paid service on active duty for a period of up to one (1) year.
- 12.18.5 Should the unit member be called to active duty again as describe in 12.18.1, they shall receive the same stipulations as listed in 12.18.2 through 12.18.4.

## **ARTICLE 13**

### **HOLIDAYS**

- 13.1** All classified personnel will, in addition to their paid vacation time, receive the following holidays with full pay provided they are in a paid status any portion of the working day immediately preceding or succeeding the holiday:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
President's Day	Day before Thanksgiving
Lincoln's Birthday	Thanksgiving Day
Spring Holiday	Day after Thanksgiving Day
Memorial Day	Christmas Day
<b>Juneteenth</b>	Day before or after Christmas Day
Independence Day	

- 13.2** As permitted by law, the parties may designate another day during the year as the holiday to which unit members are entitled, in lieu of a holiday listed above. In that case, unit members shall be required to work on the regular holiday for which another day is designated, and for work of eight (8) hours or less, shall be paid compensation at their regular rate of pay.

- 13.3** Unit members who are not normally assigned to duty during the school holidays of December 25th and January 1st shall be paid for those three (3) holidays provided that they were in a paid status during any portion of the working day of their normal assignments immediately preceding or succeeding the holiday period.

- 13.4** When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

- 13.5** When a unit member is required to work on any of the above holidays, he/she shall be paid compensation for such work at one and one-half times (1 ½) his normal rate of pay in addition to the regular pay received for the holiday.

## **ARTICLE 14**

### **VACATION**

- 14.1** Unit members shall earn vacation each year based on a ratio calculated to the number of days in paid service established for the job classification. Part time unit members (less than 8 hours a day) will receive a pro-rated vacation benefit based on hours worked per day as compared to an eight (8) hour work day. Site Food Service Workers shall have their vacation pay included in their regular monthly paycheck and are not entitled to use vacation days within their work year.
- 14.2** Vacation shall be earned and accumulated at the following rates:
- 11 days: during the first four years of employment
  - 16.7 days: beginning with the fifth year of service
  - 22 days: beginning with the fourteenth year of service
  - 27.5 days: beginning with the twenty fifth year of service
- 14.3** Vacation is earned one year and is available to be used the next year, except for Site Food Service unit members who will have their vacation allotment calculated and paid out each year as a part of their regular earnings.
- 14.4** Vacation shall not become a vested right until completion of the first six (6) months of employment. On July 1 during the probationary period, prorated vacation for the preceding school year shall be posted for use in the current school year. On July 1 of each subsequent school year, earned and accumulated vacation shall be posted for use during that school year. Site Food Service Workers will have their vacation accrual calculated and paid out each year as part of their regular earnings.
- 14.5** Vacations shall be completed prior to the end of the year following the year earned. Unit members who are unable to take their vacation during their work year will be compensated for their unused vacation following the end of the school year. Vacation time shall not be accumulated and carried over to the following year without specific written permission from the supervisor. Unit members terminating for any reason shall be paid for any unused vacation earned.
- 14.6** Vacations shall be scheduled at mutually agreeable times between the unit member and his/her supervisor whenever possible. In the event no mutually agreeable schedule can be arrived at, a time shall be scheduled that does not interfere with the normal operations of the District.
- 14.7** In the event of a scheduling conflict, the request of the unit member with the greatest District seniority shall prevail. Vacation requests shall not be unreasonably denied.

## **ARTICLE 15**

### **PERFORMANCE EVALUATION**

#### **15.1 Purpose**

- 15.1.1 Evaluation is an ongoing process to review an employee's job performance and make positive suggestions for improvement in appropriate areas.

#### **15.2 Frequency**

- 15.2.1 Permanent employees shall be evaluated annually between January and the end of March. If the evaluator and the employee both consent, an employee with at least three (3) complete years of service in the same classification, whose performance evaluations have met expectations in all areas during that period, may agree that the employee will be evaluated at least every three (3) years. At any time, either the employee or the evaluator may withdraw consent.
- 15.2.2 Probationary employees shall be evaluated twice during the 130 day probationary period, once during the first 60 working days and again before the end of the probationary period.

#### **15.3 Form and Criteria**

- 15.3.1 All employees shall be evaluated using the District wide standard form. (**Appendix D**).
- 15.3.2 The performance standards ratings are: meets expectations, needs improvement, and unsatisfactory. The evaluator shall provide comments if the employee's performance exceeds expectations or is unsatisfactory, and may provide comments for other ratings.

#### **15.4 Unsatisfactory Rating**

- 15.4.1 If an employee is rated as unsatisfactory in any area, the evaluator will develop an improvement plan with specific performance expectations and timeline to meet the expectations. At the end of the timeline, the evaluator shall re-evaluate the employee's performance and prepare a written performance summary indicating whether or not the employee has met expectations. This document shall be attached to the most recent evaluation and placed in the employee's personnel file.

#### **15.5 Employee Review**

- 15.5.1 The employee shall have the opportunity to read the evaluation, receive a copy, and have the opportunity to respond in writing if he/she so desire.



## **ARTICLE 16**

### **GRIEVANCE PROCEDURE**

#### **16.1 Purpose**

- 16.1.1 This grievance procedure shall be used to process and resolve grievances arising under this Agreement. The purpose of these procedures is:
- (a) To equitably resolve grievances informally at the lowest possible level.
  - (b) To provide an orderly procedure for reviewing and resolving grievances promptly.

#### **16.2 Definitions**

- 16.2.1 **Grievance** means an alleged violation, misinterpretation or misapplication of the express terms of this Agreement, which adversely affects one or more employees.
- 16.2.2 **Grievant** is the association or member(s) of the representation unit(s) covered by this Agreement who files the grievance.
- 16.2.3 **Immediate Supervisor** means the person at the lowest administrative level who has been designated management or supervisory and who assigns, reviews or directs the work of the employee.
- 16.2.4 **Day** is any day in which the District Office is open for business.

#### **16.3 Time Limits**

- 16.3.1 Every effort shall be made to complete action within the time limits contained within the grievance procedure; time limitations may be shortened or extended by written stipulation of both parties.

#### **16.4 Service**

- 16.4.1 Decisions and appeals shall be served by personal service, District or personal email, or by Certified Mail. If served by mail, two (2) days shall be added to the time in which the action must be taken.

## **16.5 Representation**

- 16.5.1 The grievant may be represented by the Association or the employee may represent himself/herself through Formal Level 2 of this procedure.
- 16.5.2 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and to have the matter adjusted without intervention by the Association, as long as the adjustment is reached prior to mediation and the adjustment is not inconsistent with the terms of this Agreement.
- 16.5.3 The District shall not agree to a resolution of a grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity confirm that the collective bargaining Agreement is not violated.

## **16.6 Informal Discussion**

- 16.6.1 The alleged violation shall be discussed informally with the immediate supervisor. During this informal discussion, the grievant shall have the right to have a representative of the Association present.

## **16.7 Formal Grievance**

- 16.7.1 **Level 1 (Immediate Supervisor)**
- 16.7.2 If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) days after the event or circumstances occasioning the grievance, or when the employee knew or should have known of the event or circumstances.
- 16.7.3 A formal grievance shall be initiated in writing on a form prescribed by the District and approved by the Association (**Appendix F**) and shall be filed with the immediate supervisor. The form shall be completed to show the following:
  - (a) Grievant(s) name and work location.
  - (b) Grievant(s) position.
  - (c) The date the grievance is delivered to the immediate supervisor.

- (d) The provision(s) of the Agreement alleged to have been violated, misinterpreted or misapplied.
- (e) The circumstance of the grievance (concise statement of the facts constituting the alleged violation with dates, names and places as appropriate).
- (f) The remedy sought by the grievant(s).
- (g) The name of the representative, if any, chosen by the grievant(s).
- (h) The signature(s) of the grievant(s).

16.7.4 Within ten (10) workdays after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant. If the grievant is not represented by the Association, a copy shall be sent to the Association.

16.7.5 **Level 2 (Assistant Superintendent Human Resources/Designee)**

16.7.6 If the grievant(s) is not satisfied with the decision rendered at Level 1, the grievant(s) may appeal the decision within in ten (10) days to the Assistant Superintendent or his/her designee. The appeal shall include a copy of the original grievance, the decision rendered at Level 1 and a clear, concise statement of the reason for the appeal.

16.7.7 Within ten (10) days after the appeal, if filed, the Assistant Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant.

16.7.8 If the grievant is not satisfied with the disposition of the grievance or if no disposition has occurred within the timelines specified for Level 2, within five (5) days of receipt of the Level 2 response, the grievant may submit a written request to the Association to refer the grievance to mediation.

16.7.9 **Level 3: Mediation**

16.7.10 If the Association agrees to refer the grievance to mediation, within ten (10) days of receipt of the grievant's written request, the Association shall request that the California State Mediation/Conciliation Service (CSMCS) assign a mediator to attempt to resolve the grievance.

The Association will provide a copy of its request for assignment of a mediator to the Superintendent.

16.7.11 In the event that the grievant, the Association and the Superintendent or her/his designee have not resolved the grievance with the assistance of the mediator within twenty (20) days from the first meeting held by the mediator, either the Association or the District may terminate mediation. If either Party or the mediator terminates mediation, the grievance may proceed to Level 4. However, the Parties may mutually agree in writing to extend the mediation timelines.

16.7.12 The Association and the District shall share equally the cost, if any, of the mediator.

16.7.13 **Level 4: Resolution Panel**

16.7.14 Within ten (10) days of termination of Level 3, mediation, the Association may move the grievance to Level 4 by submitting a written notice to the Superintendent.

16.7.15 The Resolution Panel consists of a member selected by each party, who shall have been a member of that party's bargaining team for the initial agreement, and Mr. Paul Roose, Golden Gate Dispute Resolution of Oakland, California, who shall be the permanent chairperson of the Resolution Panel. Should, for any reason, Mr. Roose be unable to fulfill the duties of panel chairperson, an independent chairperson shall be selected by the other two panel members. The chairperson shall be a mediator or arbitrator.

16.7.16 The Resolution Panel shall convene within twenty (20) days after it is fully constituted, unless the panel agrees to extend this timeline.

16.7.17 The Panel shall hold a hearing to allow each party an opportunity to present its position on the grievance. Each party's presentation shall include evidence and/or testimony of its bargaining team regarding the provision of the Agreement at issue. This evidence and/or testimony shall include negotiation notes and the intent of the parties in negotiating the provision. Additionally, the panel may establish its own procedures for reaching a decision.

16.7.18 At the conclusion of the hearing and any other process, the Panel shall deliberate in private and render a majority decision. If there is no majority decision, the

chairperson's decision shall be the decision of the Panel. The Panel decision shall be in writing and binding on the parties.

- 16.7.19 All costs for the services of the Panel Chairperson, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a court reporter and hearing room, shall be borne equally by the District and the Association. All other costs, except for released-time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them.

**ARTICLE 17**  
**LAYOFF AND REDUCTION IN HOURS**

**17.1 Seniority**

- 17.1.1 Seniority for all bargaining unit employees shall be based on length of service within a classification. Length of service is determined by the date of hire in the classification.

**17.2 Reasons for Lay-Off**

- 17.2.1 Unit members may be laid off from District employment due to a lack of work or a lack of funds. When the District determines that layoffs shall occur, the procedure shall be in accordance with Education Code requirements.

**17.3 Notice**

Procedures for layoff notice and right to hearing are set forth in Education Code section 45117.

- 17.3.1 The District shall notify CSEA of impending layoffs in writing prior to the public posting of the Board Agenda where layoffs may be approved. The employees shall be notified no later than March 15, and written notice shall be given to classified employees by the Superintendent of the school district or the Superintendent's designee.

**17.3.2 Specially Funded Programs**

When classified positions must be eliminated as a result of the expiration of a specially funded program, the District shall notify CSEA and the affected employee in writing not less than sixty (60) days prior to the effective date of their layoff.

- 17.3.3 The District shall bargain any negotiable impacts or effects of their decision to layoff unit member positions with CSEA.

**17.4 Order of Lay Off**

- 17.4.1 The employee with the least seniority in the affected job class (i.e. with the most recent date of hire in that class) shall be laid off first.
- 17.4.2 If two or more employees share the same date of hire within the affected job classification, the following tie

breaker criteria will be used to determine the order of layoff:

- (a) District date of hire – the first date of hire in any regular probationary position in the District will be used to establish seniority.
- (b) If two or more employees are still equal in seniority, the determination shall be by lottery. District HR staff and a CSEA Executive Board Member or designee will participate in the lottery where names will be drawn. The first name drawn will be awarded the highest seniority ranking, the second name drawn will be ranked next, etc.
- (c) Employees who have been employed the shortest time in the class, plus higher classes, shall be laid off first. Employees affected by lay off may exercise bumping rights in an equal or lower class in which they have previously served if their seniority is greater than that of the least senior person in the class. Displaced employees shall receive not less than sixty (60) days prior notice, as described above, by personal service or certified mail.

## **17.5 Reduction in hours, days or work year**

- 17.5.1 A unit member whose position is to be reduced in assigned hours, days, or work year, shall be given the same rights as an employee whose position has been abolished.

## **17.6 Reemployment**

- 17.6.1 Unit members who are laid off shall be placed on a reemployment list in the reverse order of layoff. Laid off unit members are eligible for reemployment for a period of thirty nine (39) months and will be reemployed in the job classification in which they have previously served before any other employment lists after transfers to vacancies which occur in the class. Unit members accepting a demotion or voluntary reduction in assigned time in lieu of layoff shall be placed on the reemployment list for an additional twenty (24) months totaling sixty three (63) months provided that tests of fitness under which they qualified for appointment to the classification still apply.
- 17.6.2 Failure to respond to written notice of reemployment opportunity within ten (10) working days or failure to

accept two offers of reemployment within the same classification shall be cause for removal of name from the layoff reemployment lists.

### **17.7 Options in Lieu of Layoff**

17.7.1 Upon approval of the District, unit members who are unable or unwilling to exercise the rights to transfer or demote to a classification in which they previously served may request assignment to a vacant position in a related equal or lower classification for which the District has determined they are qualified.

17.7.2 Eligible unit members may elect service retirement in lieu of layoff through the Public Employees' Retirement System. If the unit member subsequently accepts reemployment in an appropriate vacancy, the vacant position shall be held until the Public Employees' Retirement System has processed the unit member's request to return to work.

### **17.8 Short Term and Substitute Employment**

17.8.1 Regular employees who are laid off or whose hours are reduced shall be offered the opportunity to serve in short term and substitute positions in the classification in which they most recently served, and in other classifications for which they are qualified. This shall not affect their reemployment rights.



**ARTICLE 18**  
**CLASSIFICATION/RECLASSIFICATION**

**18.1 Classification**

- 18.1.1 All positions not requiring certification qualifications shall be classified. This means each regular unit member, with permanent or probationary status, shall have a designated title, specific statement of duties required to be performed, regular minimum number of assigned hours and regular monthly salary.

**18.2 Reclassification**

- 18.2.1 A Reclassification is a change in title and/or job description for any of the following reasons:
- (a) Significantly new job duties are permanently added to the job or job description by the supervisor.
  - (b) Substantially increased responsibility, complexity of current technical and/or decision making skills added to the position by the supervisor on a permanent basis.
  - (c) Consideration must be given as to the frequency and time period in which the duties outside the current job description occurred. Assuming duties on one's own behalf does not constitute a basis for reclassification. The duties must be known or assigned by the supervisor for reclassification to be warranted.
  - (d) Workload increase shall not be considered a basis for reclassification. ("Workload" means the volume or amount of work assigned to be completed within a given period of time: e.g., if the amount of work increases but the job duties are the same, there is no basis for reclassification.). Seniority or length of service in a position shall not be a basis for reclassification.
- 18.2.2 A Reclassification applies to one person, unless the request is brought on behalf of more than one person.

**18.3 Reclassification Procedure**

- 18.3.1 An individual unit member may request that his/her position be reclassified. The written request must be submitted to the unit member's supervisor no later than

November 1 of each school year and shall include the reasons why the reclassification is warranted. A District manager or supervisor may also initiate the reclassification process.

- 18.3.2 The unit member and supervisor will meet to review the facts and evidence to substantiate the reclassification request.
- 18.3.3 If a unit member initiates the request, the supervisor shall review the assignment of job duties in comparison to the actual job description and shall evaluate the request based on the guidelines above.
- 18.3.4 The supervisor will forward all related information including his/her recommendation to Human Resources by December 1. Should the unit member and the supervisor disagree on the recommendation, the unit member may include his/her written statement.
- 18.3.5 Human Resources will review the request and related information, including salary, job descriptions, and position titles, and conduct research as appropriate. If Human Resources determines that the request meets the criteria for a Reclassification, by February 1, Human Resources shall submit its advisory recommendation to the CSEA President. No later than February 15, CSEA may request to negotiate the salary placement of the reclassified position. Any salary negotiations shall be concluded by March 15. The reclassification and salary placement shall be submitted to the Board for approval by April 15.
- 18.3.6 If Human Resources does not approve the request, it shall submit the request, related information and a recommendation to the Screening Panel by February 1. The screening panel consists of one (1) District member, one (1) CSEA member and a mutually agreed upon neutral member. The panel shall screen reclassification requests by the end of February. The screening committee shall notify Human Resources, the unit member who requested reclassification, and the supervisor of its recommendation within fifteen (15) days of completion of the committee's work.
- 18.3.7 If a majority of the members of the screening committee determine that the request meets the criteria for a Reclassification, the committee shall submit its advisory recommendation and all related information to the Assistant Superintendent of Human Resources and the

CSEA President. Within ten (10) workdays of receipt of the recommendation, either party may request to negotiate the salary placement of the reclassified position. Any salary negotiations shall be concluded within thirty (30) calendar days of the request. The reclassification and salary placement shall be submitted to the Board for final approval at the next regular meeting following the recommendation.

- 18.3.8 The Board shall make a final decision no later than the second regular meeting following receipt of the recommendation. If the Board approves the request, any salary changes shall be effective in the payroll which is issued no later than forty-five (45) days following Board approval and shall not be retroactive. Upon Reclassification of a position, the position shall be assigned a range at least one range or at least 5%, whichever is higher, than the former range.

**ARTICLE 19**  
**PROCEDURES FOR DISCIPLINE**

**19.1 Definition**

- 19.1.1 The procedures for discipline provided for in this Article apply to dismissal and suspension. This procedure shall not limit the District's right to evaluate or to reprimand orally or in writing or to counsel unit members.

**19.2 Permanent/Probationary**

- 19.2.1 Bargaining unit members with permanent status shall be subject to discipline only for cause pursuant to this Article. A probationary unit member may be released at any time at the sole discretion of the District.

**19.3 Involuntary Suspension Without Pay**

- 19.3.1 Permanent unit members shall be subject to suspension without pay only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

**19.4 Progressive Discipline**

- 19.4.1 The principles of progressive discipline will be followed, however, in the event of a serious offense, the District may skip any step within the progression. For the purposes of this section, a serious offense shall include, but not be limited to offenses such as assault, theft, offenses of moral turpitude, non-permissive use of District property, felony conviction, and falsifying information to the District.
- 19.4.2 Progressive discipline steps may include the following:
- (a) Verbal warning
  - (b) Written warning (not placed in the unit member's personnel file)
  - (c) Written reprimand (placed in the unit member's personnel file)
  - (d) Suspension without pay
  - (e) Termination

## **19.5 Causes for Discipline of a Permanent Unit member**

- 19.5.1 In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes cause for personnel action against a permanent unit member:
- (a) Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, time sheets or cards, absence forms or any other District records.
  - (b) Incompetency or inefficiency in performance of the duties of his/her position.
  - (c) Neglect of duty.
  - (d) Failure to perform bonafide requirements of the position held.
  - (e) Repeated and/or unauthorized absenteeism and/or tardiness, including abuse of illness or other leave provisions.
  - (f) Conviction of any felony or any crime involving moral turpitude, or conviction of any sex or substance abuse offense made relevant by provisions of the Education Code. A plea of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.
  - (g) An act of insubordination. This shall include, but is not limited to, refusal or other failure to either comply with a direct order and/or to perform regular or other assigned work.
  - (h) While on duty: either used, sold/furnished, or was under the influence of, or unlawfully possessed, any controlled substance (as defined in Health and Safety Code Section 11007 et seq).
  - (i) While off duty: unlawfully sold/furnished, was under the influence of, or possessed, any controlled substance (as defined in Health and Safety Code Section 11007 et seq).
  - (j) Consumption of an alcoholic beverage or an intoxicant of any kind, while on duty or in such close

time proximity thereto as to cause any detrimental effect upon the unit member or upon unit members associated with him/her. Specifically prohibited is carrying an alcoholic beverage, or intoxicant, into a District facility or onto a District property.

- (k) Knowingly provided, in a verbal or written manner, confidential unit member and/or student records to an unauthorized person or persons.
- (l) Possession of a firearm or other dangerous object of no reasonable use to the unit member during work time.
- (m) Immoral conduct.
- (n) Careless or reckless operation of any District vehicle or equipment.
- (o) Dishonesty or theft, including deliberate destruction, damage or removal of District or another person's property.
- (p) Willful/knowing violation of District rules, policies or procedures. This shall also include refusal to obey safety rules or regulations made applicable to public schools by the State Board of Education or by another appropriate state or governmental agency.
- (q) Failure to possess or keep in effect any license, certificate, or other similar requirement required by the State of California or another appropriate state or governmental agency, for service in the unit member's classification. This shall result in termination as a ministerial act.
- (r) Inexcusable discourteous, offensive, or abusive conduct or language toward the public, a pupil, or another officer or unit member of the District.
- (s) Conduct, either during or outside of duty hours, which negatively impacts the unit member's ability to render service to the District or causes discredit to the District.
- (t) Any cause set forth in the California Education Code which mandates discipline, dismissal, or prohibits hiring.

19.5.2 No disciplinary action shall be taken for any cause, or based upon any event, which arose prior to the unit

member achieving permanent status, nor for any cause or event which arose more than two years preceding the date of filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District. Such prior event(s), however, may be utilized in determining the appropriate level of discipline.

## **19.6 Procedure for Discipline**

### **19.6.1 Informal Conference**

19.6.2 A unit member against whom disciplinary action is being considered may be requested to attend a conference with the Assistant Superintendent or designee prior to official written notification of any proposed disciplinary action. At such conference, the unit member shall be informed orally of the specific disciplinary action being considered as well as the reasons therefore and be given an opportunity to respond thereto.

19.6.3 The unit member may be represented at such conference by a CSEA representative of his/her choice, or another representative if the initial choice is not available within a reasonable time. Holding such an informal conference is discretionary with the District and failure to do so shall not invalidate any disciplinary action taken pursuant to this regulation.

### **19.6.4 Predisciplinary Safeguards**

19.6.5 Prior to the imposition of disciplinary action, the District shall give written notice to the unit member. This written notice of disciplinary action shall be deemed sufficient if personally delivered or sent to the unit member by District email and/or certified mail, return receipt requested, at least ten (10) District business days prior to the date when the disciplinary action is proposed to be effective.

### **19.6.6 Contents of the Written Notice**

19.6.7 The contents of the written notice shall include, but need not be limited to, the following:

- (a) A statement, in ordinary and concise language, or the specific acts and omissions upon which the disciplinary action is based;

- (b) A statement of the cause, or causes, for the action taken;
- (c) If it is claimed that the unit member has violated a rule or regulation of the District, a statement of the rule or regulation;
- (d) A statement of the discipline proposed, including beginning and ending date(s), if appropriate;
- (e) A statement that the unit member may file a request for hearing before the Governing Board directly with the Superintendent or his/her designee within ten District office business days after service of the written notice;
- (f) A statement that if the unit member does not respond pursuant to (e) above, the District will impose the discipline as noticed.

## **19.7 Immediate Leave**

- 19.7.1 Notwithstanding other provisions of this Regulation, an unit member against whom disciplinary action is to be taken may be immediately placed on administrative leave with pay upon verbal notification pending a hearing when the District determines that his/her presence would be detrimental to the welfare of the District, the pupils, the public, or other unit members of the District.
- 19.7.2 The District may suspend a unit member without pay pending a dismissal hearing under circumstances in which the unit member's continued presence would be seriously detrimental to the welfare of the District and/or the pupils or unit members therein or when necessary to protect lives or property. A unit member may further be suspended without pay for violation of subsection(s), (f), (h), (i), (j), (l), (m), (q) and (r) of this Article, or for repeated instances of any subsection listed in this article, which have been properly documented. In such cases the suspension shall not take effect until the unit member has had an opportunity to meet with his or her immediate supervisor or has indicated that he or she waives such opportunity.

## **19.8 Hearing Before the Governing Board or Independent Hearing Officer**

- 19.8.1 If the unit member served with a recommendation for disciplinary action files a timely request for hearing, the



Governing Board may conduct such hearing itself or may appoint an independent hearing officer to conduct such a hearing.

- 19.8.2 Any decisions rendered by such an independent hearing officer shall be advisory to the Board.
- 19.8.3 If the unit member requests a hearing and subsequently fails to appear at the hearing, the unit member shall be deemed to have waived any right to participate or be represented at the hearing and action may be taken without further notice to the unit member, based upon the recommendation for disciplinary action prepared by the Superintendent or his/her designee, and previously served upon the unit member.
- 19.8.4 The hearing shall be conducted in closed session unless the unit member requests a public hearing. The Board or its designee may deliberate in the absence of the unit member and the District administration. The Board or designee may have its attorney, if any, present during deliberations.
- 19.8.5 At such hearing, the unit member shall be entitled to appear personally and to be represented by a person of his/her choice to introduce relevant evidence on his/her behalf, to cross-examine witnesses, and to challenge evidence presented by the District.
- 19.8.6 The governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

## **19.9 General Provisions**

- 19.9.1 A proposed disciplinary action may be settled at any time. The terms of such settlement shall be reduced to writing. A unit member offered a disciplinary settlement by the District shall, if requested by the unit member, be granted a reasonable amount of time to have the proposed settlement reviewed by his/her chosen representative prior to signing it.
- 19.9.2 A copy of any proposed discipline, which has been reduced to writing, shall be simultaneously sent to the Chapter President or his/her designee. The designation of any person other than the Chapter President shall be in writing.
- 19.9.3 All proceedings involving proposed discipline shall be private, and all parties shall keep the matter as

confidential as reasonably possible under the  
circumstances, in accordance with law.

**ARTICLE 20**  
**PROFESSIONAL GROWTH**

**20.1** All unit members are encouraged to participate in professional growth activities. This includes opportunities for study, skill acquisition, and promotion. The Professional Growth Program is designed to improve service to the school district as well as to promote professional and educational growth of the employee. Under the Professional Growth Program, unit members completing an approved professional growth plan are eligible to receive an annual salary stipend.

**20.2 Eligibility for Participation in the Professional Growth Program**

20.2.1 A unit member may apply to the Professional Growth Program after successful completion of the initial probationary period. All permanent employees are eligible for the program.

**20.3 Procedures**

20.3.1 A unit member wishing to participate in the Professional Growth Program will:

- (a) Select a professional growth advisor from a list approved by the District and CSEA.
- (b) Meet with the advisor and mutually develop a Professional Growth Plan (**Appendix E**).
- (c) Obtain the professional growth advisor's prior approval for all course work and major fields of study for professional growth credit. (**Appendix E**).
- (d) Participate in professional growth activities; submitting documentation to the H.R. office.

**20.4 Credit**

20.4.1 Initial credit towards a professional growth increment will be granted for college degrees (AA or BA/BS) and any special certifications that are recognized by the District earned prior to the growth of a Professional Growth Plan as follows:

- (a) AA degree – 2 units
- (b) BA degree – 4 units
- (c) Special certifications - 2 units

20.4.2 Professional growth activities such as vocational training,

workshops, and institutes that do not involve units of credit from the provider will be awarded credit at the rate of one (1) unit for every fifteen (15) hours of training time.

- 20.4.3 Training must be completed at the unit member's own expense and during non-work hours.

## **20.5 Professional Growth Incentive Increment(s)**

- 20.5.1 An increment for professional growth shall be earned upon completion of nine (9) equivalent semester units of approved course work or earning any special certification directly related to the unit member's current job.
- 20.5.2 Unit members currently receiving a professional growth increment shall receive a monthly stipend of \$25.00 for each nine (9) semester units of approved course work or earning any special certification directly related to the unit member's current job.
- 20.5.3 Unit members can accrue a maximum of four (4) professional growth increments.
- 20.5.4 Verification of completion of units or certifications (transcripts/grade cards) must be submitted to Human Resources by October 1 of each year. Increment stipends will be paid on November 30 of each year.

**ARTICLE 21**  
**TERM AND REOPENERS**

**21.1 Term**

- 21.1.1 This Agreement shall be effective on July 1, 2021 and shall continue in effect through June 30, 2024.


**21.2 Reopeners**

- 21.2.1 For 2021-22, reopeners will be negotiated currently with the successor agreement. Either party may reopen Salary, Benefits, and one article each.
- 21.2.2 For 2022-23, either party may reopen Benefits, and two other articles each. Salary is closed with the exception of the contingency language negotiated April 27, 2022.
- 21.2.3 For 2023-24, either party may reopen Salary, Benefits, and two other articles each.

### SIGNATURES


IN WITNESS WHEREOF, the parties herein have executed this Agreement the day and year as written below.

#### BRENTWOOD UNION SCHOOL DISTRICT

  
\_\_\_\_\_  
District  
Dana Eaton, Superintendent

Dated: 7/13/16

#### CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

 7/12/16  
Carey Hatcher 7/12/16

 7/12/16  
Shawna V. Gray - CSEA LAR 7/11/16

Dated: \_\_\_\_\_

Approved: \_\_\_\_\_

Effective: \_\_\_\_\_

Collective Bargaining Agreement  
Brentwood Union School District/CSEA, Brentwood Chapter 895  
June 1, 2015 - June 30, 2018

[Return to Table of Contents](#)

Page 60 of 72

Collective Bargaining Agreement  
Brentwood Union School District/CSEA, Brentwood Chapter 895  
July 1, 2021 - June 30, 2024

# **APPENDIX A SALARY SCHEDULE**

## **Brentwood Union School District**

APPENDIX A 2021-22 CLASSIFIED SALARY SCHEDULE													
CSEA													
Work Year		Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
258	Custodian, Night	\$ 3,704.85	\$ 21.54	\$ 3,905.68	\$ 22.71	\$ 4,082.21	\$ 23.73	\$ 4,223.84	\$ 24.56	\$ 4,369.71	\$25.41	\$ 4,510.29	\$ 26.22
258	Custodian, Day	\$ 3,867.63	\$ 22.49	\$ 4,082.20	\$ 23.73	\$ 4,268.24	\$ 24.82	\$ 4,418.33	\$ 25.69	\$ 4,571.60	\$26.58	\$ 4,721.70	\$ 27.45
258	Groundskeeper	\$ 3,971.22	\$ 23.09	\$ 4,200.59	\$ 24.42	\$ 4,363.37	\$ 25.37	\$ 4,520.87	\$ 26.28	\$ 4,659.33	\$27.09	\$ 4,832.68	\$ 28.10
258	Warehouse Asst/Dlvry	\$ 3,562.15	\$ 20.71	\$ 3,696.39	\$ 21.49	\$ 3,835.92	\$ 22.30	\$ 3,979.67	\$ 23.14	\$ 4,125.54	\$23.99	\$ 4,423.62	\$ 25.72
258	Warehouse Person	\$ 3,970.16	\$ 23.08	\$ 4,157.25	\$ 24.17	\$ 4,355.97	\$ 25.33	\$ 4,558.92	\$ 26.51	\$ 4,774.55	\$27.76	\$ 4,996.52	\$ 29.05
258	General Mntnc.	\$ 4,726.98	\$ 27.48	\$ 4,942.61	\$ 28.74	\$ 5,129.71	\$ 29.82	\$ 5,285.09	\$ 30.73	\$ 5,437.30	\$31.61	\$ 5,592.68	\$ 32.52
258	Mntnc. Crftsmn.	\$ 4,930.99	\$ 28.67	\$ 5,211.10	\$ 30.30	\$ 5,458.44	\$ 31.74	\$ 5,673.01	\$ 32.98	\$ 5,837.91	\$33.94	\$ 6,071.51	\$ 35.30
258	Energy Specialist	\$ 4,285.46	\$ 24.92	\$ 4,344.64	\$ 25.26	\$ 4,527.40	\$ 26.32	\$ 4,697.99	\$ 27.31	\$ 4,873.79	\$28.34	\$ 5,054.82	\$ 29.39
258	Nutrition Specialist	\$ 4,349.86	\$ 25.29	\$ 4,438.63	\$ 25.81	\$ 4,624.88	\$ 26.89	\$ 4,798.94	\$ 27.90	\$ 4,979.97	\$28.95	\$ 5,162.74	\$ 30.02
182	Food Serv. Asst		\$ 16.69		\$ 16.99		\$ 17.66		\$ 18.71		\$19.05		\$ 19.69
182	Food Serv Site Lead I		\$ 17.85		\$ 18.70		\$ 19.70		\$ 20.63		\$21.63		\$ 22.58
182	Food Serv Site Lead II		\$ 18.92		\$ 19.78		\$ 20.70		\$ 21.63		\$22.65		\$ 23.71
181	Food Serv Noon Duty												\$ 15.93
ALL EMPLOYEES ARE PAID ONCE A MONTH IN 12 EQUAL PAYMENTS.													
LONGEVITY: All regular classified employees receive Longevity: 2.5% after first 10 years; an additional 2% after 15 years; an additional 2% after 20 years; and an additional 2% after 25 years; and an additional 2% after 30 years.													
Salary increase of 1.2% effective January 1, 2022 BOARD ADOPTED June 15, 2022													

**APPENDIX B  
HEALTH BENEFITS TABLE**

2022 Health and Welfare Benefit Rates				
Brentwood Union School District				
<b>Medical</b>				
<b>District Contribution*</b>				
	Single	Two-Party	Family	Two BUSD Employees
2022 Contribution (1.0 FTE)	\$796.78	\$1,137.90	\$1,376.70	\$2,215.03
Enter Your FTE (Your Hours/8)	1.000	<b>CONTACT HR FOR ASSISTANCE</b>		
Contribution for You	\$796.78	\$1,137.90	\$1,376.70	Contact HR if Either Employee is Not Full Time
<i>*District contributions are prorated for less than full-time employment (8 hrs/day)</i>				
<i>**Blank cells indicate no out of pocket expense for the employee.</i>				
<b>Kaiser</b>				
	Single	Two-Party	Family	
Deductible HMO				
2022 Rate	\$610.91	\$1,221.82	\$1,698.33	
2022 Out of Pocket**		\$83.92	\$321.63	
\$15 Copay HMO				
2022 Rate	\$776.79	\$1,553.56	\$2,159.45	
2022 Out of Pocket**		\$415.66	\$782.75	

[Return to Table of Contents](#)

Page 62 of 72

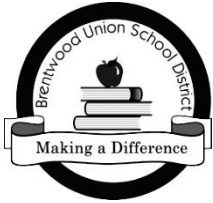


\$5 Copay HMO				
2022 Rate	\$796.78	\$1,593.56	\$2,215.03	
2022 Out of Pocket**		\$455.66	\$838.33	
<b><i>Sutter Health Plus</i></b>				
	<b>Single</b>	<b>Two-Party</b>	<b>Family</b>	
\$20 Copay HMO				
2022 Rate	\$888.20	\$1,776.50	\$2,469.70	
2022 Out of Pocket**	\$91.42	\$638.60	\$1,093.00	
\$10 Copay HMO				
2022 Rate	\$902.10	\$1,804.30	\$2,508.30	
2022 Out of Pocket**	\$105.32	\$666.40	\$1,131.60	
<b><i>United Healthcare</i></b>				
	<b>Single</b>	<b>Two-Party</b>	<b>Family</b>	
<b>\$20 Copay HMO</b>				
2022 Rate	\$844.91	\$1,745.20	\$2,482.60	
2022 Out of Pocket**	\$48.13	\$607.30	\$1,105.90	
<b>\$15 Copay HMO</b>				
2022 Rate	\$900.29	\$1,861.40	\$2,649.84	
2022 Out of Pocket**	\$103.51	\$723.50	\$1,273.14	
<b>PPO (New Offering)</b>				
2022 Rate	\$1,122.92	\$2,245.85	\$2,920.25	

2022 Out of Pocket**	\$326.14	\$1,107.95	\$1,543.55	
<b>Dental (required, fully covered by District, no out of pocket)</b>				
	<b>Single</b>	<b>Two-Party</b>	<b>Family</b>	
2022 Rate	\$51.08	\$93.94	\$141.98	
2022 Out of Pocket***				
*** Dental out of pocket only applies to part-time employees hired after July 1, 2020				
<b>Vision (optional, employee paid) <span style="color: red;">NOW VSP</span></b>				
	<b>Single</b>	<b>Two-Party</b>	<b>Family</b>	
2022 Rate	\$7.31	\$11.36	\$18.02	

## **APPENDIX C CSEA UNIT POSITIONS**

- Custodian – Day
- Custodian – Night
- Food Service Assistant
- Food Service Noon Duty
- Food Service Nutrition Specialist
- Food Service Site Lead I
- Food Service Site Lead II
- Groundskeeper
- Maintenance Craftsman
- Maintenance (General)
- Warehouse Assistant/Delivery Driver
- Warehouse Person



## APPENDIX D

Brentwood Union School District

### CSEA

# Classified Employee Performance Evaluation

♦ **Employee:** \_\_\_\_\_

♦ **Classification:** \_\_\_\_\_

♦ **Location:** \_\_\_\_\_

**Status:** ☐ Probationary ☐ Permanent

☐ 6 Month

♦ ☐ 1 Year

♦ **School Year:** \_\_\_\_\_

Meets Expectations	Needs Improvement	*Unsatisfactory	<b>PERFORMANCE STANDARDS</b>	<b>Comments- Commendations- Special Recognition</b>  <i>*to be included when employee's performance exceeds expectations</i>
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Knowledge &amp; Quality of Work:</b> <ul style="list-style-type: none"> <li>♦ Knows and understands all phases of this job.</li> <li>♦ Performs work neatly/accurately</li> <li>♦ Manages time effectively</li> </ul>	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Dependability:</b> <ul style="list-style-type: none"> <li>♦ Attends regularly</li> <li>♦ Follows district procedures when reporting absences</li> <li>♦ Follows oral and written instructions</li> <li>♦ Works effectively in absence of supervisor</li> </ul>	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<b>Work Characteristics:</b> <ul style="list-style-type: none"> <li>♦ Shows initiative and is resourceful</li> <li>♦ Adapts well to new situations</li> <li>♦ Exhibits positive attitude</li> <li>♦ Willingly accepts tasks that require a degree of responsibility</li> <li>♦ Follows safe work procedures</li> </ul>	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<ul style="list-style-type: none"> <li>♦ <b>Contribution to Site/Workplace Culture:</b></li> <li>♦ Displays courtesy and tact</li> <li>♦ Maintains cooperative relationships with staff &amp; supervisor</li> <li>♦ Communicates and interacts easily &amp; effectively with students, staff &amp; public</li> <li>♦ Creates warm accepting environment</li> </ul>	
<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<ul style="list-style-type: none"> <li>♦ <b>Personal Qualities:</b></li> <li>♦ Dresses appropriately for the workplace within district guidelines</li> <li>♦ Shows interest in self-improvement</li> </ul>	

[Return to Table of Contents](#)

Page 66 of 72

**\* FOR ALL ITEMS CHECKED "UNSATISFACTORY", A SPECIFIC PLAN FOR IMPROVEMENT SHALL BE INCLUDED IN SECTION C OF THIS EVALUATION FORM**  
**Classified Employee Performance Evaluation – Page 2**

**♦ SECTION B – Other Strengths & Suggestions for**

**Professional Growth**

- **\*SECTION C –Performance Improvement Plan (Required for any items marked "Unsatisfactory")**. Include: specific and detailed recommendations for improvement; support that will be offered; and, timeline for monitoring and follow-up.

<b>Evaluator's Name:</b>	<b>Title:</b>	
<b>Evaluator's Signature:</b>		<b>Date:</b>

[Return to Table of Contents](#)

Page 67 of 72

**Employee:** I understand my signature does not necessarily indicate agreement with this evaluation. I have the right to submit written response to the Personnel Office within 10 working days of receipt of this evaluation.

**Employee Signature:**

**Date:**

## APPENDIX E

### CSEA Professional Growth Plan Course Approval Form

I request permission to take the following course or activity and to use the units towards my Professional Growth increment:

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
College, University or Sponsoring Agency

\_\_\_\_\_  
Course Name & Number

\_\_\_\_\_  
Beginning Date

\_\_\_\_\_  
Ending Date

\_\_\_\_\_  
Location

\_\_\_\_\_  
Unit Value

Type of Units:

- ☐ Semester Units
- ☐ Quarter Units
- ☐ CEU's

Describe how this course relates to your professional growth plan:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX E

### BRENTWOOD UNION SCHOOL DISTRICT PROFESSIONAL GROWTH PLAN CSEA PERSONNEL

Employee Name:		Position:	Site:
Credit towards increment: (Must submit proof with plan)	<input type="checkbox"/> AA Degree <input type="checkbox"/> BA Degree <input type="checkbox"/> Job Related Certificate <input type="checkbox"/> Other (see plan requirements)		

Please state your professional growth goals:

---

---

---

Describe each activity in which you plan to participate. List the sponsoring agency (college/university, etc.) and the number of units or hours to be earned. Provide a tentative timeline for completion of each professional growth activity. (Use additional pages as needed)

ACTIVITY	SPONSOR	UNITS/HOURS	ANTICIPATED END DATE



**APPENDIX F**

**CSEA GRIEVANCE FORM**

**Grievance # 20**\_\_\_\_ - **20**\_\_\_\_ - \_\_\_\_\_

**GRIEVANT:** \_\_\_\_\_ **LOCATION:** \_\_\_\_\_

**POSITION:** \_\_\_\_\_ **LEVEL:** \_\_\_\_\_

**DATE OF INFORMAL DISCUSSION:** \_\_\_\_\_

PREVIOUS LEVELS (ATTACH COPIES OF PRIOR LEVEL SUBMISSIONS & RESPONSES):

<u>Date Filed/Received</u>	<u>With Whom</u>	<u>Date of Response Received by Grievant</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

1. List the specific Contract provision(s) alleged to have been violated:

ARTICLE _____	ARTICLE _____
SECTION _____	SECTION _____
ARTICLE _____	ARTICLE _____
SECTION _____	SECTION _____
ARTICLE _____	ARTICLE _____
SECTION _____	SECTION _____

(Attach additional sheets if necessary)

2. The date, or date(s), on which the violation allegedly occurred: \_\_\_\_\_

3. Describe the circumstances of the grievance - a concise statement concerning the violation, misapplication or misinterpretation with dates, names and places as appropriate.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach additional sheets if necessary)

4. Specific Remedy Sought

\_\_\_\_\_

\_\_\_\_\_

5. Name of representative, if any, chosen by the grievant(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[Return to Table of Contents](#)

Page 71 of 72

Grievant's Signature