

CSEA

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER # 284

Master Contract



November 1, 2020
through
October 31, 2023

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AGREEMENT

This Agreement is entered into this first day of November, 2020 by and between the Rincon Valley Union School District, hereinafter referred to as District, and the California School Employees' Association and its Rincon Valley Chapter #284 hereinafter referred to as CSEA. The District and CSEA shall be referred to herein as the "Parties".

ARTICLE I

RECOGNITION

- 1.1 The District hereby acknowledges that CSEA is the exclusive bargaining representative for all employees holding those positions described in 1.3 of this Agreement. All newly created positions, except those that lawfully are designated certificated, management, confidential, or supervisory shall be assigned to the bargaining unit. The determination of new management, confidential, or supervisory positions shall be negotiated. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA, subject to the ruling of Public Employee Relations Board (PERB).
- 1.2 The scope of representation shall be limited to matters relating to wages, hours of employment and working conditions covering employees represented by this unit.
- 1.3 Accounting Technician
Adult English Tutor
After School Program Assistant
Bilingual Family Liaison
Bus Driver-Lead
Bus Driver
Bus Dispatcher/Driver
Campus Supervisor
Computer Technician
Curriculum Office Manager- Student Services
Custodian
District Office Business Clerk
District Art Docent Coordinator
District Office Assistant
District Computer Technician Level I
District Computer Technician Level II
District Tech Integration Manager
EL Assistant
Food Service II
Food Service I
Food Service Cashier
Full Inclusion/Behavioral Assistant
Gate Coordinator/Media Coordinator
Groundskeeper
Health Services Clerk
Human Resources Assistant
Instructional Assistant
Instructional Assistant Special Education I
Instructional Assistant Special Education II
Instructional Paraeducator
Lead Custodian

Learning Center Technician
Library Clerk
Licensed School Nurse Assistant
Maintenance I
Maintenance II
Maintenance III
Mechanic
Noon Duty I
Noon Duty II
School Officer Manager
Payroll Technician
PE Paraeducator
RVP Office Manager
RVP Clerk/Receptionist
Receptionist-District Office
Receptionist/Clerk Typist
School Receptionist/Clerk Typist
Science Facilitator
Site Day Care Coordinator
Site Day Care Assistant
Special Education Instructional Assistant- Braille
Special Education Transportation I
Special Education Transportation II
Speech & Language Assistant
Student Services Office Manager
Van Driver
Volunteer Coordinator
Warehouseperson

ARTICLE II

NONDISCRIMINATION

- 2.1 Neither the District nor CSEA shall discriminate against any employee in the unit on the basis of race, sex, creed, color, national origin, age, membership or non-membership in any employee organization nor for the lawful exercise of rights under the Public Employment Relations Act or constitutional rights.

ARTICLE III

UNION SECURITY

- 3.1 CSEA shall have the sole and exclusive right to have membership dues deducted for all employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations or other plans or programs jointly approved by CSEA and the District. All deductions must be approved in the County Superintendent's Office by code number. The District shall pay to the designated payee within fifteen (15) days of the deduction, all sums deducted.
- 3.2 Dues/Service Fee Deduction: The District shall deduct in accordance with CSEA dues schedule, attached hereto and marked Appendix C, dues from the wages of all employees in the bargaining units **that sign a membership application**. *(Revised 4/22/2019)*
- 3.3 Hold Harmless Clause: CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.
- 3.4 Distribution of Contract: Within thirty (30) days after the execution of the contract, the District and CSEA shall print or duplicate and provide without charge a copy of the contract to CSEA for distribution to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this agreement shall be provided with a copy of this agreement by CSEA without charge and a copy of any written changes agreed to by the parties to this agreement during the life of this agreement.

ARTICLE IV

EMPLOYEE RIGHTS - EVALUATIONS

4.1 The personnel file of each employee shall be maintained at the District's Central Administration Office.

4.1.1 This does not preclude supervisor or administrator from keeping notes and/or records to be used in the evaluation of a bargaining unit member.

4.1.2 Employees shall have the right to inspect their files. Employees may submit employment related material to be included in the Central Administration files and may also attach a written response to any material contained in the file. Employees shall be provided with copies of any derogatory written material five (5) working days before it is placed in the personnel file. The employee shall be given an opportunity during normal office hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material. Documents or material of a derogatory, critical or negative nature not found in a unit member's file shall not be used in any disciplinary or dismissal action.

4.1.3 An employee shall have the right to examine and/or obtain copies of any material from the employee's personnel file with the exception of the material that includes ratings, reports or records that were obtained prior to their employment. With prior permission of employee's supervisor, the employee may be given release time to examine his/her file; otherwise, the employee may schedule an appointment during normal personnel office hours.

4.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to those who have access on a continuous basis as part of the District Administration, or the employee's supervisor, when actually necessary in the proper administration of the District's affairs. The District shall keep a log indicating the persons who have examined a personnel file other than those stated above, as well as the date such examinations were made. Such log, and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized by the employee. The log shall be maintained in the employee's personnel file.

4.1.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was written.

4.2 EVALUATION PROCEDURES

4.2.0 The District recognizes that the best evaluations occur when employees are given early warning regarding their shortcomings. An opportunity to improve prior to formalized evaluations is in the best interest of both the employee and the District. Supervisors are therefore encouraged to have frequent conferences with employees who are experiencing work-related difficulties in the performance of their job and to express these concerns in writing.

4.2.1 Probationary Employees

A formal evaluation summary shall be made at least two (2) times during the probationary period. The first shall be given no later than three (3) months and the second shall be given no later than six (6) months after their date of hire. A probationary period is considered to be six (6) months. *(Revised January 7, 2020)*

4.2.2 Permanent Employees

Permanent unit members who have completed the probationary period of six (6) months shall be evaluated annually no later than April 1. *(Revised January 7, 2020)*

4.2.3 Review of Evaluation

The formal evaluation made pursuant to this article shall be reduced to writing and a copy shall be made available to the employee. The evaluation shall be reviewed with the employee by the evaluating supervisor during the evaluatee's work shift. If any part of the evaluation indicated a need for improvement, the evaluating supervisor shall, in writing, make specific suggestions for improvement.

The employee shall sign the copy of the evaluation. Such signature shall not mean concurrence with the evaluation but will only indicate that the employee has received the report and is aware of the content. The unit member may challenge the substance of any evaluation by means of the grievance procedure, except that any decision rendered at Level IV of the grievance procedure shall be final and binding.

- 4.3 Grievance Procedure - CSEA or any employee in the bargaining unit shall have the right to utilize the grievance procedure provided in this agreement for resolving any disputes arising under this article.

ARTICLE V

ORGANIZATIONAL RIGHTS

- 5.1 CSEA activities on employer time and premises: The Employer recognizes the right of CSEA to designate Job Representatives. The authority of the Job Representative so designated by CSEA shall be limited to, and shall not exceed, the following duties and activities: The investigation and presentation of grievances in accordance with the provisions of the Agreement. Reasonable release time will be given to the representative during working hours to investigate grievance. Presentation of such grievance shall take place in accordance with the Grievance Procedure. The Job Representative has no authority to take strike action, or any other action interrupting the employer's business. The Employer will wholly hold CSEA liable for actions taken by the Representatives.
(Revised 9/03)
- 5.2 Visits by CSEA representatives: The Employer agrees that an accredited representative of CSEA shall have access to the premises of the Employer during normal working hours to conduct CSEA business. Such access is predicated upon the approval of the site administrator/supervisor involved. The conduct of CSEA business shall not interrupt or interfere with any part of the work or instructional program of the school. The CSEA representative covered in this provision shall not be an employee of the Employer.
- 5.3 CSEA shall have the privilege of using school buildings, equipment, communication system and bulletin boards in accordance with established Board Policy.
- 5.4 CSEA representatives shall be granted a total of seven (7) days of leave for the purpose of attending local, state, national conferences, and any association business. These representatives shall be excused from work duties upon two (2) weeks advance notification to the superintendent. The district shall pay for three and one half (3.5) days of leave under this provision. (Revised 11/01, 9/03)
- 5.5 Employee Orientations: CSEA shall have one orientation session with each new district employee in the bargaining unit. This orientation session shall take place within one month of the new employee's first day of service and shall not exceed 15 minutes unless the session is with a group of new employees. If the session is with a group of new employees, the session shall not exceed 60 minutes. The date and time of the session shall be scheduled as mutually agreed to by the supervisor of all participants.

ARTICLE VI

HOURS OF WORK

- 6.1 The Employer shall establish hours of work for employees based upon the need for services. The normal work week for full-time employees will be forty (40) hours except as overtime is required to carry out the business of the Employer. The work week shall be Monday through Friday. Unit members must notify the office if they leave their worksite.
- 6.2 Overtime: All hours worked in excess of forty (40) hours per week or eight (8) hours per day shall be at one and one-half (1-1/2) times the employee's hourly rate (for additional information see Ed. Code 45131).
- 6.3 Lunch and Rest Periods: All employees covered by the Agreement shall be entitled to a minimum of an uninterrupted thirty (30) minute lunch period during each work shift which shall not be included in the work time. If determined by the Employer to be feasible, the lunch period shall be scheduled at the middle of each shift. All employees of the bargaining unit shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.
- 6.4 Overtime work shall be assigned equitably to employees working within a given job site and/or the same job classification. Overtime work assignments shall be at the discretion of the Employer and it is agreed that employees shall be required to accept assigned overtime work only if a substitute cannot be found.
- 6.4.1 All hours worked on holidays (other than Admission Day) designated by this agreement shall be compensated at two and one-half (2-1/2) times the regular rate of pay in addition to the unit member's regular rate of pay.
- 6.5 Swing or Graveyard Shift: Any employee in the bargaining unit whose assigned work shift is a swing or graveyard shift shall receive a shift differential in the form of an assigned shift of seven-and-one-half (7-1/2) hours for which he/she shall be paid for eight (8) hours at the regular rate. This section applies only to members currently employed in a swing or graveyard shift and were hired before July 1, 2014.
- 6.6. Split Shift: The District does not compensate for shifts that contain unpaid time between work hours. Bus drivers will receive credit of one (1) hour towards the calculation of the proration of the medical cap. For instance, a driver who works 4 hours will receive credit for 5 hours for the purpose of calculating the amount of the insurance cap credited to the employee. In no instance shall the driver receive more than eight hours credit for medical, dental or vision benefits.
- 6.7 Call Back Time: Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to work.

6.8 Compensatory Time Off:

6.8.1 Any employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime over the unit member's normal assigned work hours. Such election shall be submitted to the immediate Supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 6.2 of the Article.

6.8.2 Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay.

6.8.3 No compensatory time shall exceed forty (40) hours.

6.9 Any part-time employee requested to work beyond their regularly-assigned time shall be compensated on the same step as their regular classification and shall have the same opportunities for comp time as described in 6.7 above.

6.10 Summer Employment: Work that occurs during time other than the regular September-June academic year shall be assigned in accordance with Education Code section 45102.

If there are more summer positions available than unit members who apply, the District may fill the positions at the first step of the salary schedule with people from outside Of the bargaining unit.

6.10.1 Specific to Summer School: Summer School positions will be offered on a rotating seniority basis to those unit members who apply (*revised 3/22/06*)

6.11 PERS Eligibility: All unit members who work four (4) or more hours per day (twenty (20) or more hours per week) shall participate in the PERS Retirement System.

6.12 Travel Time: Unit members will be allowed paid travel time when the district is responsible for the job assignment being split between two or more sites. (*Adopted 2/00*)

6.13 Prior to start of School Year
School Year Classified Employees will have an additional work day prior to the start of school.

6.14 Professional Development-
There will be two professional development days for all classified employees each year. For School Year Classified Employees, these will be in addition to the 180 school days.

CSEA Ratified 5/21/14 Board Approved 10/14/14

ARTICLE VII TRANSPORTATION

- 7.1 The District shall provide unit members with reimbursement of California Highway Patrol (CHP) certificate fee and California Department of Motor Vehicle (DMV) licensing fees.
- 7.2 The District shall provide all training that is legally necessary for bus drivers to maintain their bus driver's certificate. All training time shall be considered time worked and all provisions of the Agreement shall apply. The time and place of training is at the districts sole discretion.
- 7.3 Bus Drivers will work a minimum of six (6) hours per day during the school year and a minimum of four (4) hours during the summer months. *(Revised April 22, 2020)*
- 7.4 Route Bidding Process
 - A. Bus Drivers shall commence each school year with the same route that they had at the close of the previous year. If there are vacant routes the Transportation Supervisor shall temporarily assign new drivers to these routes.
 - B. The opening of bids for routes shall take place after the morning bus runs on the fourth Friday from the first day of the new school year.
 - C. No later than forty-eight (48) hours prior to the opening of the bids for routes, the District will post the route and number of hours for the route on the transportation bulletin board. Bus drivers shall be provided with a list of the routes assigned number of hours for each route, a bidding form, and an envelope.
 - D. Bus drivers shall mark the bidding form by selecting their choices of routes by order of preference. The bidding forms shall be sealed in the envelope provided and the driver shall sign the envelope which shall be submitted to the Transportation Office no later than 4:00 P.M. the Thursday prior to the opening of the bids. Upon submission of the envelope the bus driver shall be given a receipt signed and dated by the person accepting the envelope.
 - E. At the time the bids are opened there shall be a representative of the District and a representative of CSEA present. The bids shall be opened by the Transportation Supervisor or designee by descending order by seniority. The results of the bidding shall be posted simultaneously with the opening of each bid. The assignment of the bus to the route shall be made as each route is assigned.
- 7.5 Mid-Year Route Vacancies
 - A. When a route becomes vacant or a new route is established the same process as outlined above shall be followed with the following exceptions:

1. The bidding shall take place no later than the Friday of the week following the establishment of a new route or a route becoming vacant.
- 7.6 The Transportation Supervisor will post a seniority roster of all bus drivers. Seniority for extra trips assignments will be determined by the employee's hire date.
- 7.6.1 The Transportation Supervisor will maintain an extra trip board. All extra trips will be posted weekly. The contents of the trip notice will contain at least the following information.
1. Date of trip
 2. Departure time and estimated return time if known
 3. Pick -up time/location
 4. Number of passengers
- 7.6.2 Extra Trips
- A. All general education and special education drivers shall bid weekly on all trips according to seniority. Bidding shall rotate through the seniority list. If the trip is declined, the trip will be offered to the next driver in descending order of seniority.
 - B. All extra work (trips, therapies, covering absent drivers, etc.) that comes available after weekly bidding is completed shall be offered to drivers rotating through the seniority list. The supervisor shall clearly demonstrate that seniority is being followed.
 - C. If a driver elects to take a trip, the driver will not be eligible again until all drivers on the list have been offered a trip.
 - D. With the approval of the Transportation Supervisor, scheduled drivers may exchange trips.
 - E. In the event a driver is unavailable to take the extra trip as a results of an illness, accident, or other approved leave, the driver will maintain his/her position on the rotation list for the next available trip.
 - F. A special education driver may be restricted from bidding on field trips if the needs of the student(s) on the driver's route warrants such action. Restricting the driver will be decided by the supervisor with input from the driver.
 - G. Field trip drivers shall be guaranteed a minimum of two (2) hours for assigned field trips.
- 7.7 Standby Time
- All standby time which is designated to be paid shall be compensated as regular hours worked and shall be compensated at the appropriate rate of pay.

7.8 Cancellation of Trips

When a field trip is canceled within one hour of departure time and the driver is not notified until after he/she arrives on the job site, two hours pay at the appropriate rate of pay will be paid to that driver.

7.9 Drivers will be trained and certified on all types of buses and all driving conditions.

ARTICLE VIII

EMPLOYEES' MATERIALS

- 8.1 Overalls shall be made available as protective clothing to Groundskeeper, Painter, Maintenance and Mechanic under the following conditions:

- 8.1.1 The cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the employee. The employee must sign for and be responsible for all articles issued to him/her.
- 8.1.2 The employee must reimburse the Employer for lost articles damaged through misuse or neglect.
- 8.1.3 Upon termination of employment, employee is to return all articles issued and signed for. The employee is to be financially liable for the full set or any part thereof not returned.

8.2 Uniforms

Certain classified positions in the District deal with students, parents and a variety of other employees, as well as the general public. It is important that these positions are easily identified so that parents and students can be confident that they are dealing with a District employee and in some cases, so that the employee can be easily identified in case of an emergency. These positions include maintenance workers, day and night custodians as well as bus drivers. *District Computer Technicians may wear District provided uniforms or other appropriate professional attire. (Revised May 15, 2019)*

8.2.1 Uniform Procedure:

The above mentioned employee groups will be required to wear the uniform at all times that they are on duty, and should not wear the uniform off-duty. Any changes in the uniform shall be approved by the Joint Uniform Committee (described below) prior to any purchase.

8.2.2 Uniform Attire:

The District will provide each custodian, bus driver and maintenance worker with five (5) shirts, and one (1) jacket. Maintenance workers will also be provided 3 pairs of trousers. The District will replace all clothes when needed. A committee of two (2) management members and two (2) employee representatives (per employee group) will be formed to determine the style and color of the shirt(s) and pants, (for maintenance workers). There will be two (2) styles allowed but there will be only one (1) color for each style (for ease and expense of keeping inventory). The District logo will be visibly displayed on the garment. Employees who are not provided pants will provide the pants of any style as long as they are neat in appearance (no holes). During warmer weather appropriate shorts will be acceptable. Shoes will be the responsibility of the employee and need to be safe to wear. Employees will be responsible to launder all District issued clothes.

ARTICLE IX

VACATION PLAN AND HOLIDAYS

- 9.1 Eligibility: All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis--July 1 through June 30.
- 9.2 Paid Vacation: Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation shall be granted in the fiscal year in which it is earned. On June 30 of each year, unit members shall have accumulated no more than one year of earned vacation. Any earned vacation in excess of the above shall be paid to the unit member in cash. *(Revised 11/00)*
- 9.3 Accumulation: Vacation time shall be accumulated in accordance with the following schedule:
- 9.3.1 Twelve (12) Month Employees:
- | | |
|---------------------|------------------|
| 1 through 4 years | 15 days vacation |
| 5 through 10 years | 18 days vacation |
| 11 through 15 years | 20 days vacation |
| 16 and over | 21 days vacation |
- 9.3.2 Less Than Twelve (12) Month Employees:
- Less Than Twelve (12) Month Employees may not take vacation during days school is in session.
- | | |
|---------------------|---------------------|
| 1 through 4 years | 12.5 days vacation |
| 5 through 10 years | 15 days vacation |
| 11 through 15 years | 16.75 days vacation |
| 16 and over | 17.4 days vacation |
- 9.4 Vacation Pay: Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 9.5 Vacation Pay Upon Termination: When an employee in the bargaining unit is terminated for any reason he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 9.6 Vacation Scheduling:
- 9.6.1 Vacations may be scheduled at times requested by bargaining unit employees so far as possible within the District's work requirements.
- 9.7 Interruption of Vacation: An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

- 9.8 Holidays: When a holiday falls during the scheduled vacation of any bargaining unit employee, such holiday shall not be charged against vacation time.
- 9.9 Scheduled Holidays: The District agrees to provide all twelve (12) month employees in the bargaining unit with the following paid holidays:

- 9.9.1 New Year's Day - (preceding day if Saturday, subsequent day if Sunday)
- 9.9.2 Martin Luther King's Birthday - the third Monday in January
- 9.9.3 Lincoln's Birthday - the second Monday in February
- 9.9.4 Washington's Birthday - the third Monday in February
- 9.9.5 Memorial Day - the last Monday in May
- 9.9.6 Independence Day - (preceding day if Saturday, subsequent day if Sunday)
- 9.9.7 Labor Day - the first Monday in September
- 9.9.8 Admission Day - (A week's notice for use of this day at another time will be given management and mutually agreed upon; employees are to take in lieu day before June 1 for 10 month employees; and if desired, employee may take a day that does not provide a three (3) day weekend.)
- 9.9.9 Veteran's Day
- 9.9.10 Thanksgiving Day - the Thursday proclaimed by the President and the following Friday
- 9.9.11 Christmas Eve - December 24 (last working day preceding Christmas Day)
- 9.9.12 Christmas Day - (preceding day if Saturday, subsequent day if Sunday)

Less than twelve (12) month employees shall receive all the above holidays that fall within their scheduled work year.

Good Friday - On those Good Fridays when students and teachers are not in session, all less than twelve (12) month classified employees shall have Good Friday as a local holiday.

ARTICLE X

LEAVES

SICK LEAVE

- 10.1 Sick leave is earned at the rate for one day's leave for each month of service rendered; twelve (12) month employees earn twelve (12) days sick leave per year; eleven (11) month employees earn eleven (11) days, ten (10) month employees earn ten (10) days.
- 10.2 A new employee must be employed on or before the first working day following the tenth of the month in order for that month to be counted in computing sick leave.
- 10.3 Credit for sick leave need not be accrued by an employee prior to taking such leave. (However, a new employee of the District is not eligible to take more than six (6) days, or the proportionate amount to which he is entitled, until the first day of the month after completion of six (6) months of active service.) Sick leave is credited annually at the beginning of the school year and is accumulated from year to year without limit. If employee takes sick leave in advance and then terminates, pay for the days taken in advance will be deducted from his final pay check. When an employee separates from the District, there will be no cash reimbursement for unused sick leave. Sick leave may not be taken as vacation.
- 10.3.1 Employee is entitled to use sick leave for the illness of a child, parent, or spouse in an amount not less than the employee would acquire during six (6) months of employment.
(Adopted 2/00)
- 10.4 Sick leave may not be "made up" by working extra hours.
- 10.5 The District reserves the right to investigate any claim for sick leave and any abuse of sick leave privileges may be cause for immediate dismissal.
- 10.6 The employee shall be advised yearly of his/her accumulated sick leave by November 1st of each school year.
- 10.7 Any sick leave benefits earned but unused on the date of termination is transferable as per Education Code.
- 10.8 Sick Leave Bonus Days: Sick leave bonus days are days awarded unit members for minimal use of sick leave during a school year. (Revised 10/00)

Unit members may earn bonus days as follows:

(Revised 5/18/01)

10.10.5 Business relative to a probate will, adoption procedures, executor of an estate;

10.10.6 Private reasons consistent with the honorable intent set forth in 10.10 (three-day limit).

10.10.7 Unit member may use five (5) days of sick leave for paternity leave *(Revised 5/18/01)*

INDUSTRIAL ACCIDENT LEAVE

10.11 Employees absent from duty because of illness or injury directly resulting from an industrial accident are eligible for workers' compensation, and may be granted industrial accident leave with pay from the first day of such absence to and including the last day of such absence, but not to exceed sixty (60) working days in any fiscal year. Such leave is not accumulative from year to year.

10.11.1 If a unit member is released to return to work prior to their condition becoming permanent and stationary, the District has the right to deny the unit member's return to work.

The District may offer a modified work schedule to the unit member.

If the unit member's condition is permanent and stationary, the unit member shall have the right to return to work under the guidelines of the Americans with Disabilities Act.

10.11.2 The amount of payment will be the unit member's basic salary rate. This payment includes the amount paid by the workers' compensation insurance fund during each calendar month.

10.11.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the workers' compensation insurance fund laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only as much of his/her accumulated and available normal sick leave and vacation leave, which when added to the workers' compensation insurance fund award, provides for a day's pay at the regular rate of pay.

10.8 Continued (Revised 10/00) (Revised 5/8/02) (Revised 5/15/19)

A unit member who does not use any of his/her annual sick leave, including personal necessity leave during a fiscal year shall receive \$300 per 1 FTE. Pro-rated on FTE.

A unit member who uses three (3) or fewer days of his/her annual sick leave during a fiscal year shall receive \$150 per 1 FTE. Pro-rated on FTE.

Employee may choose to take bonus day(s) in lieu of payout.

Bonus days may only be used during the fiscal year following the fiscal year in which they are earned. They are not cumulative and may not be carried over. If not used, they are lost. No explanation is required when a bonus day is used.

Use of personal necessity for spiritual and/or religious holiday will not prevent a unit member from earning a bonus day.

10.9 CATASTROPHIC LEAVE (Adopted 10/00) (Revised 5/8/02)

The district and CSEA have a catastrophic leave program developed for CSEA unit members per MOU. Unit members may take advantage of catastrophic leave as defined in the catastrophic leave memorandum of understanding. A day is defined as the number of hours a unit member works in one day. Only sick leave days are eligible. Unit members may donate up to five (5) accrued sick leave days, but cannot reduce their own sick leave account below twenty (20) accrued sick leave days. A unit member donating to the catastrophic fund does not forfeit eligibility to earn bonus days.

PERSONAL NECESSITY LEAVE

- 10.10 Employees may use accumulated sick leave for personal necessity purposes. A personal necessity leave day event is defined as an occurrence that presents an emergency or a situation that an employee could not reasonably be expected to ignore. Further, it is a compelling event that cannot reasonably be dealt with after work hours or on a weekend. The employee must submit a statement of the nature of the necessity to his immediate supervisor and, in some cases, proof may be required. (Revised 10/00)

These may be used without advance notice (not to exceed seven (7) days per year) for:

10.10.1 Death or serious illness in the immediate family;

10.10.2 Accident involving his person or property or person or property of the immediate family;

10.10.3 Victim of burglary, or other serious felonies, and related insurance business claims;

Advance notice must be given for:

10.10.4 Appearance in court as litigant, or as a witness under an official order;

MATERNITY LEAVE

10.12 The classified employee may work as long as her physical condition permits her to fulfill her duties prior to the anticipated delivery. The employee requesting maternity leave, prior to delivery, may be granted this leave by the Governing Board without compensation.

10.12.1 If, because of medical necessity during maternity leave, sick leave is required, it will be granted up to the employee's accumulated sick leave upon the physician's written certification of said medical necessity. The employee shall request such sick leave in writing. The written request shall be directed to the District Superintendent.

10.12.2 An employee, upon reasonable notification, may return to her job earlier if she so desires, is physically able, and with a written return to work recommendation from her physician.

10.12.3 The *insurance shall be District paid during the "sick leave" period of Maternity Leave. Such "sick leave" is according to employee's physician statement and verification by a district-selected physician, whenever in question. (*Insurance - insurance provided by the District to employees as "fringe benefits.")

10.12.4 The maternity section shall only apply to employees who are returning to the District's employ as soon as health permits; reimbursement to District is to be made by such employee for such costs if a decision is made not to return to the District's employ.

BEREAVEMENT LEAVE

10.13 In the event of death in the immediate family (mother, mother-in-law, father, father-in-law, grandmother, grandfather, grandchild, the spouse of the employee, and the son, son-in-law, daughter, daughter-in-law, brother or sister, aunt and uncle of the employee or of the spouse, or any person living in the immediate household of the employee), three consecutive working days with full pay will be granted. Two additional days leave shall be granted if more than 300 miles or out of state travel is necessary. See Personal Necessity Leave for additional bereavement days of leave.

JURY DUTY AND SUBPOENA LEAVE

10.14 Employees receiving a subpoena for appearance in court as a witness or for jury duty may receive full pay during such absence from duty. It is necessary to notify an appropriate person in the district office of receipt of subpoena. The amount the unit member receives as juror fees shall be surrendered to the district. Any payment received such as meals and mileage, may be kept by the unit member. (*Revised 1/01*)

10.15 Court appearances under a regular subpoena are the only such events covered. If it is necessary to appear in court for any action in which the employee is personally

involved, or for any other reason where a subpoena is not issued, such time away from the employee's position will be considered and reported as absence due to personal business with pay deduction, or employee may elect to use personal necessity leave if applicable.

PERSONAL LEAVE

- 10.16 With prior Superintendent approval, employee may be granted personal leaves up to thirty (30) days. Leaves beyond thirty (30) days and up to one (1) year must be approved by the Board of Trustees. Any absence due to personal leave will be subject to full deduction in salary for the time missed.
- 10.17 Employees who intend to return to employment at the end of their leave of absence are required to inform the District of this fact thirty (30) days prior to returning to work. Failure to do so will terminate the employee's leave of absence agreement. *(Revised 11/01)*
- 10.18 The returning employee shall be returned to the same position, not necessarily the same location, he or she held prior to the leave. If this request cannot be implemented the employee shall be made aware of all vacancies and be placed as close as possible to the desired position.
- 10.19 Break in Service: No absence under any paid leave provision of this article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provision of the Agreement shall continue to accrue under such absence. Unit members in unpaid Board approved status shall be without compensation or credit toward service.

FAMILY SCHOOL PARTNERSHIP ACT

- 10.20 The Family School Partnership Act allows unit members to be absent from work for purpose of participating in "activities of the school of any child" for who the unit member has custody.
- 10.21 Applies to unit members who are parents, guardians or grandparents "having custody of one or more children" in K-12.
- 10.22 Time granted must be used "to participate in activities of the school of any child" of the unit member. Unit members must provide documentation from the school that he or she "participated in school activities on a specific date and at a particular time".
- 10.23 Requires the unit member must give reasonable notice of the absence to the employer.
- 10.24 The unit member must use time off without pay, personal necessity leave or vacation days, but in all cases may not take more than two (2) days combined per school year.

ARTICLE X EXHIBIT
CLASSIFIED LEAVE TABLE
(recap not in lieu of contract language)

Paid/Unpaid	Leave	Maximum Amount Which Can Be Used Per Year	Description
Sick Leave (one day earned per month worked)			
Paid	Personal Illness (Article IX, Section 9.1 - 9.7)	All available	Personal injury or illness includes pregnancy if physician's determination finds employee is physically unable to work.
Paid	Personal Necessity (Article IX, Section 9.10)	7 days per year	Additional bereavement, accident to person or property, court appearances, funeral of friend, emergency illness in household.
Paid	Paternity Leave (Article IX)	7 days per year of Personal Necessity Leave	Paternity leave
Paid	Family School Partnership Act (Article IX, Section 9.20 - 9.24)	2 days per year of the 7 days of Personal Necessity	For parent, guardian or grandparent "having custody..." to participate in activities of the school..."
Paid	Bonus Day (Article IX, Item 9.8)	1 or 2 days	Do not use or limit sick/PN and earn extra day(s) off
Paid	In Lieu Day (Article VIII, Item 8.9.8)	1 day	Exchange for Admission Day
Paid	Industrial Accident/Illness Leave (Article IX, Section 9.11)		
Paid	Bereavement Leave (Article IX, Section 9.13)	60 days per illness/injury	Industrial illnesses or injuries
		3 days in state or under 300 miles/5 days out of state or over 300 miles	Death in immediate family (as stated in Article IX, Item 9.13)
Unpaid	Family Leave Act (Federal Leave Act)	12 weeks in any 12 month	Birth/adoption/placement in foster care period of child; serious illness of employee or child, spouse, or parent of employee
Unpaid	Unpaid Leave of Absence (Article IX, Section 9.16 - 9.19)	Beyond 30 days up to 1 year	Granted by Board
Unpaid	Child Rearing Leave	1 year	After birth or adoption of child, or when other circumstances warrant such leave
Unpaid	Short-Term Leave (Article IX, Section 9.16 - 9.19)	Up to 30 days	Granted by Superintendent
Paid	Jury Duty & Subpoena Leave (Article IX, Section 9.14 - 9.15)	n/a	Summoned for jury duty/subpoena leave. Jury and subpoena compensation shall be surrendered
Paid	Association Leave (Article V, Item 5.4)	7 days	For association affairs for representatives

ARTICLE XI

PROMOTION AND WORKING CONDITIONS

- 11.1 Job Consideration: Employees in the bargaining unit shall be given an interview and considered for the position before filling any job vacancy, which can be considered a promotion after the announcement of the position vacancy.

POSTING OF NOTICE

- 11.2 Notice of all job vacancies shall be posted and dated on bulletin boards in permanent locations at each District job site during the school year, and to the Association.
(Adopted 12/9/03)
- 11.3 The job vacancy notice shall remain posted for a period for five (5) full working days, during which time employees may file for the vacancy. Notice Contents: The job vacancy shall include: The job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, approximate work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 11.4 Notice of job openings that occur during the summer months. It is the responsibility of unit members interested in applying for any positions that become available during the summer months to call the recorded "Classified Job Line". The recorded "Classified Job Line" will provide information in accordance with Article 10.3 about job openings. The recorded "Classified Job Line" message will be updated as new openings occur and previous openings close in accordance with the required posting period of five (5) working days.
- 11.5 Persons already hired as Instructional Assistants shall not be required to accept a position as a Noon Duty Assistant. Such positions shall be offered but will be purely optional. When a Noon Duty Assistant position is needed as part of a vacant Instructional Assistant position, both will be advertised together.

ARTICLE XII

DRUG AND ALCOHOL TESTING

12.1 DRUG AND ALCOHOL TESTING

Every employee of the District is expected to render service without being impaired or under the influence of alcohol or drugs of any kind. The safety and health of students, staff and the public require that every reasonable precaution be taken to discourage substance abuse to prevent impaired individuals from rendering service to the District.

It shall be the policy of the District to comply with the Drug Free Work Place Act and Title 49, CFR Parts 382, 391, 392 and 395 which specifically outline the Federal Omnibus Employee Testing Act of 1991.

The District will comply by contracting for oversight with a professional drug and alcohol testing management company, or by joining a consortium of local school districts to provide such oversight. All employees of the District who hold a commercial driver's license and who drive a commercial vehicle in the course of employment with the District shall be subject to testing.

Testing will be for alcohol and controlled substances at the following times and covers any safety sensitive function during any time in which the driver is actually performing, ready to perform, or immediately available to perform any safety sensitive function.

The District designates the Superintendent or his designee as the employee designated to answer questions about this policy.

12.1.1 Types of Testing

- a. Pre-employment screening.
- b. Post-accident -- where accident is defined to be: a school bus accident, or any accident where there is injury or there is estimated to be \$750 or more of damage as a result.
- c. Random testing -- to be 10% of the total number of employees for alcohol testing and 50% of the employees for drug testing, to be randomly selected by the company providing oversight on an annual basis. *(Revised 1/00)*
- d. Reasonable suspicion testing -- a properly trained supervisor may require an employee to submit to an alcohol or drug test for controlled substances when, in their determination, there exists reasonable suspicion that the employee may be impaired when the employee is on duty or reporting for duty. The prerogative shall not be exercised by the supervisor arbitrarily or capriciously.
- e. Return-to-duty/follow-up testing -- the District shall ensure that before an

employee that has tested positive for an alcohol level of 0.02 or higher, or the presence of controlled substances and has undergone treatment for the use thereof, returns to duty, the employee shall undergo a return-to-duty test for alcohol or drugs as indicated. An employee who has undergone treatment for alcohol misuse or controlled substance use and has had a negative result on a return-to-duty test, shall be subject to at least six unannounced follow-up alcohol and/or drug tests conducted in six (6) months or as determined by the substance abuse professional, in accordance with the provisions of 49CFR382.605(c) (2) (ii).

12.1.2 Testing for Alcohol

All employees of the District covered by this Article shall be subject to testing for alcohol use. All employees of the District covered by this Article will be prohibited from the use of any alcohol for four (4) hours prior to rendering service to the District. After an accident, the employee is prohibited from using alcohol for a period of eight (8) hours or until a test is done, whichever is first. The employee must be tested for alcohol use within eight (8) hours of the accident. Any employee who tests positive with an alcohol blood level of 0.02 or higher will be prohibited from rendering service to the District.

12.1.3 Alcohol Testing Procedure

Alcohol testing will be accomplished by using evidential breath testing devices (EBT) approved by the National Highway Traffic Safety Administration (NHTSA). The breath alcohol testing technicians will be provided by the testing management company that the District or a consortium of school districts will contract with, and will not be District employees. The contracting testing management company will be responsible for testing procedures that ensure accuracy, reliability and confidentiality of tests results.

These procedures shall include training and proficiency requirements for the breath alcohol testing technicians, quality assurances plans for the evidential breath testing devices, including calibrations of the EBTs. The EBTs used shall print out the results, date and time, a sequential test number and the type and serial number of the EBT. To ensure the reliability of the test results, all EBTs used shall be calibrated for accuracy, and a record shall be kept of the calibration test which the employee will be able to inspect.

Any employee who tests positive for an alcohol blood level of 0.02 or higher, will be tested again with another EBT to verify the initial reading. In post-accident testing, the employee may request a blood test be taken to ensure that an accurate blood alcohol level is recorded. The employee requesting a blood test may be sent to a medical facility.

Request for the blood test is not required by the federal regulation. The employee will bear the cost of the blood test if requested and the confirming blood test is positive. However, the District will pay if the confirming blood test is negative.

12.1.4 Testing for Controlled Substances

All employees of the District who are required to have a commercial drivers license and who drive a commercial vehicle in the course of employment with the District shall be subject to testing for use of controlled substances (or drugs). Drug testing will be accomplished by analysis of a sample of the employee's urine conducted at a professional testing laboratory certified and monitored by the Department of Health and Human Services (DHHS). All urine specimens will be analyzed for the following drugs:

- a. Marijuana (THC metabolite)
- b. Cocaine
- c. Amphetamines
- d. Opiates (including heroin, codeine and morphine)
- e. Phencyclidine (PCP)

Each employee's urine sample will be subdivided into two bottles labeled as "primary" and "split" specimens. Only the primary specimen will be opened and used for urinalysis. The split specimen bottle will remain sealed and will be stored at the laboratory. If the drug screening test(s) indicates the presence of one or more of these drugs, then a confirmation test will be performed for each identified drug using state-of-the-art gas chromatographylmass spectrometry (GC/MS) analysis. If the analysis of the primary specimen shows the presence of an illegal controlled substance, the employee shall be notified by the Medical Review Officer (MRO), and the MRO will notify the individual they will have seventy-two (72) hours to request the split specimen to be sent to another DHHS certified laboratory for analysis. Such will be done at the employee's own expense if the confirming test is positive, but the District will pay if the confirming test is negative.

12.1.5 Chain of Custody Procedures

The parties recognize that the key to chain of custody integrity is the immediate sealing and labeling of the specimens in the presence of the tested employee. The transportation container and the specimen containers must be received undamaged at the laboratory, properly sealed, labeled and initialed, consistent with DOT regulations as certified by the laboratory. Therefore, the District may take disciplinary action against an employee based only upon properly obtained laboratory samples.

All specimens collected for drug testing shall follow the Department of Health and Human Services/Department of Transportation (DHHS/DOT) specimen collection procedures. Urine specimens shall be collected directly into a wide-mouthed, single-use

specimen container which shall be sealed in shrink-wrap when received by the employee. The specimens are to remain in full view of the employee until they are transferred to tamper-resistant urine sample bottles, and then sealed and labeled in the presence of the employee.

As per DOT regulations, it is the employee's responsibility to initial the specimen containers, after labeling.

After the specimen containers are labeled and initialed, they shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The specimen samples shall then be sent to the designated testing laboratory on the same day, or the next normal business day, by the fastest available method.

12.1.6 Reporting Test Results

All drug tests results will be reviewed and interpreted by a physician Medical Review Officer. If the laboratory reports a positive result to the MRO, the MRO will contact the employee by telephone, and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that it is a legitimate medical use of the prohibited drug, the drug test result is reported as negative to the District. In all cases the MRO will maintain confidentiality and will report only those test results that are confirmed positive by scientific analysis using gas chromatography/mass spectrometry, and reviewed with the employee for medical explanation, directly to the District Representative.

12.1.7 Consequences

Any employee refusing to submit to an alcohol or drug test shall be immediately removed from service, shall be considered insubordinate and will be subject to discipline under Article XVIII of the Collective Bargaining Agreement or pursuant to the discipline policies stated elsewhere in the District Policy. Refusal to submit means that a driver 1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for the breath testing. 2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing or 3) engages in conduct that clearly obstructs the testing process.

Any employee who tests positive for controlled substances, or for a blood alcohol level of 0.02 or higher, on a return to duty or follow-up test, or in a post-accident test where there has been injury or death involved, shall be subject to dismissal under Article XVIII of this Agreement or stated elsewhere in District Policy. In these circumstances the employee shall immediately, following the pre-disciplinary conference on the notice of charges, be suspended without pay or benefits, pending the employee's appeal request.

In all other circumstances outlined in Section 1: Types of Testing "b" through "d" above, the employee who tests positive for controlled substances, or for a blood alcohol level of 0.02 or higher, will be subject to discipline under Article XVIII of the Collective Bargaining Agreement, or as stated elsewhere in District Policy. The employee may be subject to a suspension, without pay or benefits, of up to thirty (30) calendar days during which the employee shall be required to enroll in, and complete at his/her own expense, a substance abuse rehabilitation program.

After the employee has successfully completed the rehabilitation program, as verified by

his/her substance abuse counselor, the employee shall undergo a return-to-duty test for alcohol or drugs, as indicated, and shall be subject to unannounced follow-up alcohol and/or drug tests.

ARTICLE XIII

SAFETY

- 13.1 If an employee in the bargaining unit is working under conditions that the employee considers unsafe, the employee shall first discuss this with the supervisor and, if unsatisfied, is entitled to institute a grievance.

ARTICLE XIV

SAVINGS CLAUSE

- 14.1 If during the life of the Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of part or portion of the Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

ARTICLE XV

ENTIRETY OF AGREEMENT

- 15.1 The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by Education Code or any other law from the area of collective negotiations. This Agreement shall not be modified in whole or in part by the parties except by mutual agreement.

ARTICLE XVI

GRIEVANCE PROCEDURE

- 16.1 Definition: A grievance is defined as any complaint of an employee, employees, or CSEA involving the interpretation, application, or alleged violation of this agreement or a violation application or interpretation of any law, district policy, Board regulation, Administrative Regulations or long-standing practices. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level.

It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of a grievance.

- 16.2 Procedure: Grievances shall be handled in the following manner:

16.2.1 Step One: An aggrieved employee may present to his supervisor the grievance. If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step Two.

16.2.2 Step Two: An aggrieved employee may present to his supervisor the grievance in writing. If the grievance is not satisfactorily adjusted within five (5) working days after the submission of the grievance, the immediate Supervisor within five (5) working days after the submission of the grievance shall reduce to writing his/her response to the grievance. Written response to the grievance shall be submitted to the aggrieved party and the Job Representative within five (5) working days of the submission of the grievance. At Step Two of the grievance procedure the grievant may elect in writing to represent himself/herself or have CSEA provide representation. If the grievant elects to represent himself/herself at this step, or at any later step, CSEA shall be relieved of any further obligation of representation.

16.2.3 Step Three: If the grievance is not satisfactorily adjusted by the immediate Supervisor, or if the immediate Supervisor fails to respond in accordance with Step Two, CSEA may submit the grievance in writing to the next level of supervision within ten (10) working days of the response from the immediate Supervisor or within five (5) days after the immediate Supervisor fails to respond in accordance with Step Two. Within ten (10) working days after the receipt of the grievance at Step Three, the next level of supervision shall hold a meeting at which the grievant and Job Representative and immediate Supervisor of the grievant shall be present to discuss and seek to resolve the grievance. The grievant and the Job Representative shall be notified in writing of the response at Step Three within five (5) working days after the meeting.

16.2.4 Step Four: If the grievance is not satisfactorily adjusted at Step Three or if the procedures called for at Step Three are not followed, CSEA may submit the grievance in writing to the District Superintendent within ten (10) working days of the receipt of the response at Step Three or within ten (10) days after the time periods called for in Step Three have passed. Within ten (10) working days of the receipt of the grievance at Step Four, the Superintendent or his/her designee will meet with the grievant and his/her job

representative in an attempt to resolve the grievance. Within ten (10) working days after this meeting, the Superintendent shall deliver to the grievant and the Job Representative the response of the grievance.

16.2.5 Arbitration: In the event that the grievance is not satisfactorily adjusted at Step Four, CSEA may submit a request in writing that the grievance be submitted to arbitration. The request shall be made within ten (10) working days of the receipt of the response at Step Four or the failure of the District to timely respond. The parties shall immediately attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties or developed by the PERB.

If the parties are unable to agree upon an arbitrator within the (10) days of the request for arbitration, the grievance may be submitted for arbitration to a mutually agreeable arbitration association. The conduct of the arbitration shall be governed by the arbitrators. Both parties agree that subject to the provisions of the Code of Civil Procedure of the State of California, the arbitration award resulting from this procedure shall be advisory. The costs of arbitration shall be shared equally by the District and CSEA.

- 16.3 Grievance Witnesses: The District shall make available for testimony in connection with the grievance procedure any District employee whose appearance is requested by the grievant or CSEA. Any employee witnesses required to appear in connection with this article shall suffer no loss of pay.
- 16.4 Separate Grievance File: All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file. The grievance file shall be available for inspection only by the employee, the CSEA Job Representative and those management, supervisory and confidential employees directly involved in the grievance procedure.

ARTICLE XVII

PEACEFUL RESOLUTION OF DIFFERENCES

- 17.1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of a work stoppage during the period of this Agreement.
- 17.2 CSEA accordingly agrees that during the period of the Agreement no strikes of any kind shall be caused or sanctioned by CSEA.
- 17.3 The Employer agrees that no lockouts of employees shall be instituted by the Employer during the term of this Agreement.
- 17.4 If an employee covered by the Agreement expresses a concern for his health, safety, or welfare, the Employer will not require such employee to go through a picket line directed at the school board.

ARTICLE XVIII

MANAGEMENT RIGHTS

- 18.1 The Employer, on its own behalf and on behalf of the taxpayers of the County, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California and of the United States, including but without limiting the generality of the foregoing, the right:
- 18.1.1 To exercise executive management and administrative control of the school system and its properties and facilities, and the activities of its employees, except as otherwise modified elsewhere in the Agreement.
- 18.1.2 To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotions; and to promote and transfer all such employees, except as otherwise modified elsewhere in the Agreement.
- 18.2 The exercise of the foregoing power, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.

ARTICLE XXIX

DISCIPLINARY ACTION

- 19.1 Disciplinary Procedure: Discipline shall be imposed on permanent employees of the bargaining unit for cause according to the rules and regulations of the district. Disciplinary action is deemed to be any action which deprives any employee in the bargaining unit of any classification or incident of employment or classification in which the employee has permanence and includes, but is not limited to, dismissal, demotion, suspension, reduction in hours or class or transfer or reassignment without the employee's voluntary written consent.
- 19.2 Applicability of Policy: This discipline policy shall apply to permanent bargaining unit members.
- 19.3 Right to Representation: Any permanent bargaining unit member shall have the right to request union representation at any meeting with a District representative which the permanent bargaining unit member reasonably believes may lead to discipline of the permanent bargaining unit member.
- 19.4 Cause for Discipline: A permanent bargaining unit member shall be subject to disciplinary action, including suspension without pay or termination for cause.
- 19.5 Pre-Disciplinary Conference:
- 19.5.1 A permanent bargaining unit member shall receive a preliminary written notice of any proposed suspension without pay or termination. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based, and the proposed date the disciplinary action will be effective.
- 19.5.2 Any known written materials, reports or documentation upon which the disciplinary action is based must be attached to the preliminary written notice.
- 19.5.3 The permanent bargaining unit member shall have the right to request a pre-disciplinary conference meeting with or respond in writing to the Superintendent or the Superintendent's designee within three (3) working days on which the District Office is open. After any requested meeting or receipt of any written response, the Superintendent or designee shall consider the permanent bargaining unit member's response and recommend that the proposed disciplinary action be taken, modified or not taken.
- 19.6 Notice of Intention to Suspend or Dismiss: If, following the events described in 19.5 above, suspension without pay or termination action is initiated by the District, any permanent bargaining unit member shall be given written notice by the Superintendent or designee, of the specific charges. The notice shall contain a statement of rights to a hearing on such charges. The time within which such hearing may be requested shall

not be less than five (5) calendar days after service of the notice on the permanent bargaining unit member, and said notice shall be accompanied by a paper, the signing and filing of which with the Superintendent or designee shall constitute a demand for a hearing and a denial of all charges. Failure of the permanent bargaining unit member to file a request for hearing within the time specified shall constitute a waiver of the permanent bargaining unit member's right to a hearing.

19.7 Conduct of Hearing:

19.7.1 The Board of Education shall determine whether to conduct the hearing itself or whether to appoint a hearing officer who shall conduct a hearing and prepare proposed findings and conclusions and a recommended decision.

19.7.2 The Board of Education or the hearing officer shall set the matter for hearing and shall give the permanent bargaining unit member at least ten (10) working days notice in writing of the date, time, and place of the hearing.

19.7.3 The hearing shall be closed unless the permanent bargaining unit member requests that the hearing be open to the public.

19.7.4 Rights of the Permanent Bargaining Unit Member: The permanent bargaining unit member shall attend the hearing, unless excused upon his or her request by the Board of Education or the hearing officer, and shall be entitled to:

- a. be represented by counsel, CSEA, or any other person at the hearing;
- b. testify under oath;
- c. compel the attendance of other employees of the District to testify;
- d. cross-examine all witnesses appearing against the permanent bargaining unit member and all other employees of the District whose actions are in question or who has investigated any of the matters involved in the hearing and whose reports are offered in evidence.
- e. impeach any witness;
- f. present such affidavits, exhibits, and other evidence as the hearing board deems pertinent to the inquiry; and
- g. have a representative argue his or her case on his or her behalf.

19.7.5 The party attempting to substantiate the charges against the permanent bargaining unit member shall be entitled to the same privileges.

19.7.6 Evidence: The hearing shall be informal and need not be conducted according

to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

19.7.7 Exclusion of Witnesses: The Board of Education or hearing officer may upon request of either party exclude all witnesses not under examination, except the permanent bargaining unit member and the party attempting to substantiate the charges against the permanent bargaining unit member and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

19.7.8 Burden of Proof: The burden of proof shall be upon the party attempting to substantiate the charges.

19.7.9 Findings and Decision: Upon completion of the hearing, findings of fact and conclusions of law shall be signed and filed by the Board of Education, which shall constitute its decision. If the hearing is before a hearing officer, written findings and conclusions and a proposed decision shall be submitted by the hearing officer. If the Board of Education accepts the findings and conclusions and proposed decision, it need not read the record of the hearing; if it declines to accept such findings and conclusions, it must read the record or hold a hearing, after which it may adopt the findings and conclusions made by the hearing board, or may adopt its own findings and conclusions. Unless the decision provides otherwise, it shall be effective immediately.

Notice of the decision shall be mailed promptly to the permanent bargaining unit member or counsel or other representative. Except for the correction of clerical error, such decision shall be final and conclusive.

19.7.10 Transcripts of Hearings:

- a. A tape recording of the hearing shall be made by the district. The District shall bear the cost of having the tape transcribed if in the opinion of the employee, the Board's decision might be altered by the review of a transcript.
- b. All costs of a hearing officer shall be borne by the District. All other expenses shall be borne by the party incurring them.

19.8 Administrative Leave: Any permanent bargaining unit member may be placed on administrative leave from duty with pay pending a determination of whether or not

discipline will be recommended by the Superintendent.

- 19.9 Sex or Narcotics Offenses -- Compulsory Leave: Any permanent bargaining unit member charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 44011, may be placed upon compulsory leave of absence pending a final disposition of such charges.

Any permanent bargaining unit member placed on compulsory leave shall continue to be paid his or her regular salary during such leave if he or she furnishes to the District a suitable bond to guarantee that the permanent bargaining unit member will repay the salary paid during the compulsory leave in case the permanent bargaining unit member is convicted of such charges or fails to return to service following expiration of the compulsory leave. If the permanent bargaining unit member does not furnish a bond and if the permanent bargaining unit member is acquitted of such offense, or the charges are dropped, the District shall pay to the permanent bargaining unit member upon his or her return to service, the full amount of salary which was withheld during the compulsory leave.

ARTICLE XX

LAYOFF

Definitions

- 20.1 Layoff: Layoff is defined as an involuntary separation from service with the Employer whether of definite duration or of indefinite duration.
- 20.2 Classification: "Classification" is defined as a position's job description plus the salary range to which the position is assigned.
- 20.3 Seniority or length of service: For persons employed after July 1, 1989 and before June 30, 1971, seniority shall be determined by their initial date of employment in a probationary status. Persons employed after June 30, 1971 and before July 1, 1989 shall have their seniority ranking by hours in each classification in which they have served frozen effective June 30, 1989. A permanent seniority ranking shall then be established in each classification.
- 20.4 Hours in paid status: "Hours in paid status" means service performed in probationary or permanent status for which compensation is received but does not include hours compensated on an overtime basis as defined in Education Code 45128.

Conditions for Layoff

- 20.5 Reasons for layoff: Layoff shall occur only for lack of work or lack of funds. Lack of funds or work will be determined by the School Board after consultation with the bargaining unit. The Rincon Valley Chapter #284 of CSEA will be invited to make recommendations to the School Board.

Employees may be laid off for the following reasons:

- (a) Reduction or elimination of service; (b) lack of work; (c) lack of funds; (d) the expiration or reduction of a specially funded program; (e) actual and existing financial inability to pay salaries of employees; (f) lack of work resulting from causes not foreseeable or preventable by the Employer; (g) displacement by a senior employee.

Scope and Order of Layoff

Layoffs will be accomplished in accordance with the Education Code procedures:

- 20.6 Order of layoff: The order of layoff shall be based on seniority within the class plus equal or higher classes. The employee with the least seniority within the class plus equal higher classes shall be laid off first.
- 20.7 Method for determining seniority in case of a tie: If two (2) or more employees subject

to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority. (reference section 20.3)

- 20.8 Seniority list: The Employer upon request will provide one (1) seniority list per year to CSEA. In the event of layoffs, updates of affected classes will be provided to CSEA.

Notice of Layoff:

- 20.9 Procedures: Employees affected by a layoff shall be given notice as set forth below. On the same day the layoff notices are mailed, CSEA Chapter will be provided with a copy of the layoff notice and a list of the names of the employees to whom the notice was sent.
- a. The District will notify CSEA of proposed layoffs fifteen (15) days prior to sending layoff notices.
 - b. Employees shall be given written notice of layoff not less than sixty (60) days prior to the effective date of the layoff except under conditions set forth in c, d, and e below. (*Education Code 45117 (Revised 5/21 /14)*)
 - c. When a specially funded program is to expire at the end of a school year, notice of layoff must be given on or before April 29 to effect a layoff on June 30. If the expiration date of the specially funded program is not known to be the end of the school year, then notice of layoff because of expiration of the specially funded program must be given sixty (60) days prior to the effective date of the layoff. (*Education Code 45117 (Revised 5/21 /14)*)
 - d. In the event of an actual and existing financial inability to pay salaries, the notice requirement of b and c do not apply (*Education Code 45117 (c)*).
 - e. An employee may also be laid off without the notice set forth in b and c as a result of lack of work resulting from causes not foreseeable or preventable by the Employer. (*Education Code 45117(c)*).

20.10 Content of notice concerning layoff:

- a. The notice must inform the employee of the reason for the layoff.
- b. The notice must inform the employee of the effective date of the layoff.
- c. The notice must inform the employee of displacement rights, if any.
- d. The notice must inform the employee of re-employment rights.
- e. The notice must inform the employee of rights to file Unemployment Insurance Claim.

Displacement Rights

- 20.11 Employees affected by layoffs maintain the right to displace other employees in the class with less seniority.
- 20.12 In lieu of layoff, a senior employee has the right to bump a junior employee in an equal or lower class in which the senior employee has previously served. The senior employee must either volunteer to take this assignment or to accept layoff.
- 20.13 Classified employee shall not be laid off whenever a short-term employee is assigned work that a classified employee is qualified to do. The Superintendent or designee shall determine if the employee is qualified. This does not apply to a short-term employee hired for sixty (60) days or less, so long as the short-term service is not extended or renewed. *(Revised 5/21/14)*
- 20.14 Displacement rights must be exercised within five (5) days of notice of layoff. The employee must inform the Employer in writing of his/her intention to exercise his/her displacement rights.
- 20.15 An employee displaced by a senior employee shall have the rights of displacement as though he/she were being laid off.

Re-employment Rights

- 20.16 Persons laid off are eligible for re-employment to their previous position for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants.
- 20.17 Persons laid off shall have the right to apply for vacant positions within the District as though they were in a paid status for a period of thirty-nine (39) months.
- 20.18 Employees who take voluntary demotions or voluntary reductions of assigned time in lieu of layoff shall maintain re-employment rights for sixty-three (63) months, provided that the qualifications for the position are the same or less than the qualifications required for the employee to qualify for appointment to the class. The district shall not negotiate directly with an employee regarding this section.
- 20.19 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid re-employment list, they shall be ranked on that list in accordance with their proper seniority.
- 20.20 Individuals on a re-employment list shall have five (5) days to respond to a written offer sent by certified mail beginning with the day it is deposited in the U.S. Mail to the most recent address supplied to the District by the employee.
- 20.21 Offers of re-employment shall be made in reverse order of layoff as vacancies occur in the class for which the laid-off employee is qualified. These offers shall be given by certified mail.

- 20.22 An employee shall be re-employed in the highest rated job classification available in accordance with the employee's class seniority. Employees who accept a position lower than their highest former classification shall retain their rights to a higher paid position for sixty-three (63) months.

Negotiations

- 20.23 Should CSEA desire to negotiate the effects of layoff, these negotiations will commence within five (5) days after receipt of request to negotiate from CSEA. Upon fulfilling the requirements of the Educational Relations Act, the District and CSEA shall commence good faith negotiations.

Continuation of Insurance Coverage by Employees Laid Off or Reduced in Hours and on Re-Employment List

- 20.24 Employees who are laid off or who have their hours reduced shall continue to receive health, dental and other insurance type benefits for the month during which the notice is given and for the month next following, or for such longer period as the employer may have paid the premium. After expiration of employer paid benefits, employees may convert to the District's group health plans at their own expense (as per COBRA).

Retirement in Lieu of Layoff

- 20.25 Any classified employee eligible for retirement may elect to accept service retirement in lieu of layoff without loss of re-employment rights as provided in this Agreement, provided written notification is given to the Employer of such election. (Education Code. 45115).
- 20.26 Education Code Section 45115 provides: "Notwithstanding any other provision of law, any person who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate re-employment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If he is subsequently subject to re-employment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his request for reinstatement from retirement.

ARTICLE XXI

REDUCTION IN HOURS

Reduction in Hours

- 21.1 Reduction in hours is defined as either a reduction in the number of hours worked per day, per week, per month or per year of a unit member. A reduction in hours does not involve a separation from service.

Vacant Positions

- 21.2 When a position is vacant, the district shall have the right to reduce the hours of the position and employ a person in the position provided that the District shall have notified the Association of such reduction and shall have offered to negotiate the decision and its effects. Negotiation need not be complete before the position is filled.

Occupied Positions

- 21.3 The District shall notify CSEA of any intention it has to reduce the hours of any position in the bargaining unit. CSEA shall, within fifteen (15) days, make a demand upon the District to meet and negotiate both the decision to reduce the hours of any position in the bargaining unit and its effects. The District and CSEA shall then meet and negotiate both the decision and effects of the reduction in hours and come to an agreement before such action is taken.
- 21.4 To quickly respond to increased or decreased enrollment, staffing hours in extended day care may be transferred and/or reduced according to seniority without further negotiations under Article XX, Section 20.3 of the contract. In the event there is to be a reduction in hours, this may be implemented only after a sixty (60)-day layoff notice has been given to those affected. This agreement shall become invalid upon notification of either party.

ARTICLE XXII

TRANSFERS

- 22.1 Any employee in the bargaining unit may apply for transfer to a vacant position by filing a written notice with the Personnel Department of the District. All vacancies shall be posted and dated by the District for not less than five (5) working days at all work locations prior to being filled during the school year. The District may concurrently advertise the vacant position inside and outside of the District. During the summer vacation period, positions will be announced in accordance with the provisions of Article 11.4.
- 22.2 A unit member may be transferred from one position to another within the same classification, or related classification on the same salary schedule. Such transfers may be upon the request of the unit member or for the best interest of the District at the request and discretion of the District, provided that such action shall not be taken for punitive, arbitrary or capricious reasons.
- 22.3 All unit members within the same classification or related classification on the same salary schedule as the vacant position who apply for a transfer shall be granted an interview. Current employee service to the District shall be recognized as a factor in filling the vacant position. If a unit member is not selected for the transfer, they shall, upon request, be given a post interview conference with the administrator who made the selection.

ARTICLE XXIII

PAY AND ALLOWANCES

- 23.1 The classified range placement and salary schedule is as shown in Appendix A attached.
(Revised 2/00)
- 23.2 Annual and monthly salary is based on two hundred sixty (260) days, for full-time twelve (12)-month employees. (261 on leap year)
- 23.3 Classified employees hired during the first half of the fiscal year (July-December) will move to the next step of their salary range at next July 1. Employees hired during the second half of the fiscal year (January-June) will move to the next step at the beginning of the second fiscal year.
- 23.4 The Superintendent or his/her designee may recognize past experience in the same or related field in hiring new employees; however, no new employee shall initially be placed at higher than step three (3). Within sixty (60) days of a unit member's date of hire, the unit member may petition the Superintendent to have their initial salary placement at Step two (2) or Step three (3) of the unit member's salary range.
- a. (In the event of extenuating circumstances, the district and CSEA designee may meet and discuss appropriate salary placement. *(Revised 11/01)*)
- 23.5 Out of Class:
- a. When a unit member works out of classification to perform the duties of a higher classification for a period of one (1) or more consecutive days, the salary of the unit member shall be adjusted for the entire period.
- b. A unit member performing the duties of a higher classification shall: (a) be placed on Step one (1) of the higher classification, (b) receive a two (2) step increase on the unit member's current range, or (c) receive their current rate of pay plus ten percent (10%) whichever is greater.
- c. A unit member working out of classification in a position that has an equal or lower salary range shall receive no salary adjustment.
- 23.6 Range Placement is indicated on salary schedule Appendix "A": *(Revised 2/00)*
- 23.7 Probationary:
For the first six (6) months of employment, every classified employee is considered on probation. After six (6) months of continuous satisfactory service, and with the recommendation of the immediate supervisor, the employee will acquire permanent status in the position assigned. *(Revised January 7, 2020)*

- 23.8 District Mileage: Upon proper verification, those employees who are required in the course of their regularly assigned duties to move from one work location in their own automobile to another shall be paid at the District's regular mileage rate. (IRS allowable rate)
- 23.9 Physical Examinations: The District agrees to provide the full cost of any medical examination or other immunization requirements as reflected in BP 4119.42, exclusive of the TB test, required as a condition of continued employment. Candidates for employment are required to pay for their TB test.
- 23.10 TB Tests will be taken every four (4) years unless otherwise required by State Code.
- 23.11 The District shall have a professional growth recognition program for all employees which rewards after-hours training with increments on the salary schedule.

Except for Instructional Assistants, the courses of training recognized must be directly related to the position currently occupied by the employee and must be approved by the Superintendent in advance.

For Instructional Assistants, courses taken shall follow a District plan for the unit member's development as a subject-specific, school-wide Instructional Assistant.

There will be yearly salary increments of \$300 per five (5) units. One (1) unit shall equal fifteen (15) hours of instructional time. The maximum number of units shall be fifteen (15). The maximum number of units credited cannot exceed five (5) per year. Required instructional time during work hours shall be excluded.

In order to qualify for credit, units of study or courses of work must meet the following conditions:

Professional growth may be achieved by any employee through participation in any of the following categories, provided the program is followed: college courses, junior college courses, trade school courses, adult education courses, District-sponsored inservice training, workshops and seminars.

PROCEDURE:

1. Employee completes form and submits to his/her principal or supervisor for recommendation as to whether proposed study relates directly to assignment.
2. Supervisor completes, dates, signs form and forwards to Superintendent with a copy to the applicant.
3. If the supervisor recommends disapproval, applicant may request a meeting with the superintendent before any final decision is made regarding the request.

4. Superintendent acts to grant or disapprove the request and returns form to employee and sends copy to Personnel Office.
 5. Employee submits evidence of course completion by October 15. Submit official grade card, completion certificate or similar evidence to Personnel Office for copying and filing in your personnel records.
 6. Courses completed by September 1 shall be applied to the applicant's salary for the then current fiscal year.
- 23.12 Translator: When a unit member who is designated as a translator and is called upon to do translation, there shall be a premium of \$5.00 per hour. The pay shall be accounted for in fifteen (15) minute increments. The unit member shall turn in a monthly supplemental time sheet. *(Adopted 5/00)*
- 23.13 a) Substitutes: District retirees who are PERS retirement eligible and serving as a substitute in the district shall be placed at a salary that is two (2) steps below their salary at the time of retirement. *(Adopted 11/03)*
- b) Individuals who have been laid off, have 39 month rehire status and are serving as a substitute in the district, whether is position(s) from which they were laid off or not, shall be placed at step 3 of the classification in which they are substituting. *(Adopted 11/03)*

ARTICLE XXIV

HEALTH AND WELFARE BENEFITS

24.1 The Board agrees, under the terms of the contract, to pay the medical, dental, life insurance and vision coverage premiums for eligible employees up to the cap levels for 2020-2021 for full-time employees (40-hour week). The District agrees to pay the \$250 surgery (hospital inpatient or outpatient hospital/outpatient surgery center) co-payment. The Board reserves the right to negotiate the district's contribution on an annual basis.

24.2 The District offers several different insurance plans to its employees. Rates for these plans change every year. For the most current rate sheet, please contact Human Resource.

24.2.1 Unit member hired before July 1, 2006 who were enrolled in the medical/dental/vision insurance plan and worked less than 20 hours per week may continue to elect to remain on these insurance plans. All other unit members hired before June 30, 2014 must work a minimum of 20 hours per week to be eligible for participation in these plans. Members hired after June 30, 2014 must work a minimum of 30 hours per week to be able to participate in the medical/dental/vision plans.

24.2.2 Employees working less than full time but who are eligible for benefits as per section 24.1.3 shall receive a pro-rated portion of the medical/dental/vision insurance. The amount of the insurance paid by the District will be equal to the unit members Full Time Equivalence (FTE) multiplied by the amount of the insurance cap provided to full time unit members. Any premiums in excess of the above stated limits shall be paid by the unit member.

24.2.3 Employees hired before November 1, 1990, and who were as of that date enrolled in the District's medical and dental plan shall continue their benefits as provided for in the contract in force on that date (i.e. full benefit payments for four (4) or more hours of employment, half benefit payments for less than four (4) hours of employment).

24.2.4 Unit members who had their hours involuntarily reduced prior to November 1, 1990 and who at the time of their reduction were enrolled in a medical/dental plan receiving full coverage, shall have full benefits restored upon reaching four (4) hours or more of employment.

24.2.5 Unit members who are grandfathered into one-half (1/2) benefits shall have their fringe benefits pro-rated upward should they exceed four (4) hours.

24.2.6 All new employees hired after November 1, 1990, and all other employees not enrolled in a medical and dental plan as of that date shall have their fringe benefits pro-rated.

24.3 The Board agrees to allow employees to add dependents to their dental plan at their own

cost at the next open enrollment period allowed by the insurance provider.

- 24.4 The Board agrees, at the employees' option, to pay dependent medical premiums as stated in 24.1 or employee eye care premium, "Vision Service Plan C" or equivalent.
- 24.5 The Board agrees to pay premiums for a ten thousand (\$10,000) dollar life insurance policy for each unit member.
- 24.6 The Board agrees to administer an employee-paid SDI or income protection plan.
- 24.7 Hearing Aid Benefit: The district will sponsor a self-insured program to reimburse unit members toward the cost of a hearing aid under the following conditions:
 - a) Must be employed in district for not less than one calendar year to be eligible.
 - b) This is a one-time benefit. Unit members are only eligible to receive the benefit of this article one time during their employment.
 - c) The financial benefit is a reimbursement of \$500 for a FTE unit member and \$300 for a less-than-FTE unit member.
 - d) Reimbursement to unit member will be made after presentation of hearing aid receipt to district business office. (*Adopted 2/00*)

CSEA Ratified: 5/28/2020 Board Approved: 6/9/2020

ARTICLE XXV

RETIREMENT BENEFITS.

- 25.1 Retirement benefits are available to retirees meeting all of the below prescribed criteria and whose first day of employment was before July 1, 2014. All pro-rations in this article are based upon an eight (8) hour work day. Retirees shall make arrangements with the District to pay their portion of premium(s).

All payments are to be made by submitting, at one time, twelve (12) post-dated checks. If such payment is not made as directed above, the premium will not be paid on time and coverage may lapse.

25.1.1 The District agrees to provide, at District expense and as set forth below, an approved District medical plan for employee only (exclusive of vision and dental) at the time of retirement.
Revised 2/00

- a. To be eligible for District-paid employee only medical benefits at retirement, the employee must be at least fifty-five (55) years old at the time of retirement. The District-paid benefits shall continue until the retired employee becomes eligible for Medicare. Said employee may at his or her option elect medical and vision insurance dependent coverage by reimbursing the District for its cost.
- b. At his or her option, the CSEA unit member may elect medical insurance dependent coverage under one of the District's plans and District caps provided retirement does not occur until that unit member has reached the age of sixty-two (62). Under the above conditions, the District shall pay said employee and dependent benefits until the retired employee becomes eligible for Medicare. District-paid benefits for dependent shall cease when dependent becomes eligible for Medicare or upon death of the retiree.
- c. Finally, it is understood that employees must have served fifteen (15) years with the District to be eligible for one hundred percent (100%) of the medical benefit cap (cap is defined as same cap as for active CSEA bargaining unit members). An employee must have a minimum of five (5) years of service with the District in order to receive the benefits at retirement with the District paying one third (1/3) of the cap. Employees who retire with more than five (5) but less than fifteen (15) years of service will have the premium paid by the District at the percent derived by dividing years of service by fifteen (15). Employees covered under Section 24.1.3 who work less than four (4) hours per day are entitled to fifty percent (50%) of this benefit. Those employees hired after November 1, 1990 shall have this benefit prorated as described in Article XXIV of this agreement.

- d. The district will pay for medical coverage for qualified retirees until:
1. The employee becomes eligible for Medicare*; or,
 2. The employee elects to be covered under another medical plan. *(Adopted 2/00)*
 3. The employee becomes eligible for coverage under another comparable medical insurance plan by their own post retirement employment or as a dependent on their spouse's coverage.

* In the event an employee retires under disability and is not yet eligible for Medicare due to age, the District then agrees to pay a Medicare supplement until the retiree becomes age sixty-five (65). *(Adopted 2/00)*

25.2 457 Plan

On and after January 1, 2002, CALPERS 457 Plan will be available on a voluntary basis to all unit members. All unit members electing to participate shall submit the appropriate documentation to the district during the open enrollment month of September. *(Adopted 11/01)*

ARTICLE XXVI

CLASSIFICATION AND RECLASSIFICATION

26.1 Classification – the placement of a newly approved classified position on the salary schedule

26.1.1 CSEA and the District shall negotiate the position title, job description, work year, and range assignment at the time a new position is established by the District.

26.2 Reclassification – the redefining of a position to account for changes in technology, duties, or work that may alter the nature of the current classification.

26.2.1 During the month of October each year, reclassification may be requested for any position under this agreement. Reclassification may be requested by individual unit members, CSEA, or the District.

26.2.2 The request for reclassification shall include the following in writing:

1. The classification or position to be reclassified
2. The existing job description and salary placement
3. The proposed job description and salary placement
4. The basis for the reclassification
5. If a position is reclassified and there is no incumbent, the job shall be posted

Requests for reclassification shall be submitted to the Superintendent and received during the month of October.

26.2.3 Reclassification requests shall be reviewed by a panel of one (1) District selected representative, one (1) CSEA selected representative, and one (1) neutral party jointly agreed to by the District and CSEA.

The District, CSEA, and unit member may present information to the panel.

The panel shall make a recommendation by simple majority vote to 1) accept the request for reclassification, 2) reject the request for reclassification, or 3) accept the request for reclassification with modifications.

26.2.4 The panel's recommendation will be presented by the Superintendent to the Governing Board at the next available regular meeting. The District, CSEA, and unit member may present information to the Governing Board. The Governing Board's decision shall be binding.

26.2.5 A unit member whose position is reclassified to a higher range shall be placed at the same step they are currently on. In the case that a reclassification results in a decrease of pay, the unit member will be placed on the step that is equal or greater to their previous placement.

CSEA Ratified 05/23/18 Board Approved: 06-11-18

ARTICLE XXVII

CHARTER SCHOOL

Instructional Support Staff-Elective Classes

- 27.1 CSEA will support the district's priority to staff charter school elective classes with full-time charter school certificated faculty.
- 27.2 When all RVCS certificated faculty have full-time status, and an elective class needs an instructor, the position will be advertised in district as a classified position. The position will be referred to as an Instructional Support Staff. The posting of Instructional Support Staff position will occur no later than ten (10) working days prior to the end of the school year.
- 27.3 If a qualified applicant (as defined in Element 5 of the Rincon Valley Charter School's charter) from within the district does not apply, the district will advertise for the position. In the event there is not a qualified applicant, the district may contract for services.
- 27.4 In the event an elective course currently filled by an Instructional Support Staff member must be staffed by a certificated faculty member to complete their full-time status, the Instructional Support Staff member will be laid off according to Article 20, Lay-Off.
- 27.5 Compensation for an Instructional Support Staff is identified in Appendix B.

Element 5 – Employee Qualifications

- 27.6 The Charter School may also employ or retain non-certificated instructional staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional capacity in noncore, non-college preparatory courses and activities.

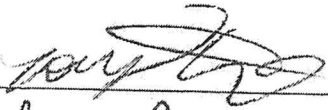
ARTICLE XXVII

REOPENER CLAUSE AND DURATION

- 27.1 For the school years 2020-2021, 2021-2022, CSEA shall have the right to re-open the Contract on Article 23, Pay and Allowances and Article 24, Health and Welfare Benefits. 2022-2023, the parties may open any article.
- 27.2 Upon mutual agreement, the Parties may re-open the Contract on any current article on any subject they deem appropriate.
- 27.3 This tentative Agreement on matters relating to working conditions other than salary and health and welfare benefits shall continue in effect to and including October 31, 2023.

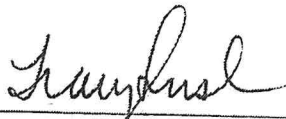
Signed and entered into agreement:

6/5/2020
Date



Leslie Perry

For the Association



Nelsie Dakeda

For the Board