

AGREEMENT BETWEEN

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 645

AND

COTATI-ROHNERT PARK UNIFIED SCHOOL DISTRICT

JULY 1, 2021 THROUGH JUNE 30, 2024

INCLUDES TERM OF SUCCESSOR AGREEMENT

MAY 16, 2022

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| ARTICLE 1. AGREEMENT | 1 |
| ARTICLE 2. RECOGNITION | 2 |
| ARTICLE 3. DISTRICT RIGHTS | 3 |
| ARTICLE 4. SALARY | 4 |
| ARTICLE 5. HEALTH & WELFARE BENEFITS | 10 |
| ARTICLE 6. RETIREMENT | 13 |
| ARTICLE 7. HOLIDAYS | 16 |
| ARTICLE 8. VACATION | 17 |
| ARTICLE 9. LEAVES | 19 |
| ARTICLE 10. CLASSIFIED EMPLOYEE ORGANIZATIONS | 27 |
| ARTICLE 11. GRIEVANCE PROCEDURES | 33 |
| ARTICLE 12. HOURS | 37 |
| ARTICLE 13. TRANSFER | 41 |
| ARTICLE 14. EVALUATION | 43 |
| ARTICLE 15. CLASSIFIED DISCIPLINE PROCEDURE | 45 |
| ARTICLE 16. SEVERABILITY | 50 |
| ARTICLE 17. LAYOFF | 51 |
| ARTICLE 18. COMPLETION OF MEET & NEGOTIATION | 54 |
| ARTICLE 19. MISCELLANEOUS | 55 |
| ARTICLE 20. RECLASSIFICATION | 57 |
| ARTICLE 21. SAFETY | 59 |
| ARTICLE 22. DURATION | 61 |

APPENDIX A. WORK YEAR 62

APPENDIX B. RESIDUAL UNIT-CSEA..... 63

APPENDIX C. HEALTH & WELFARE BENEFITS..... 64

APPENDIX D. STIPULATIONS..... 66

ARTICLE 1. AGREEMENT

THIS AGREEMENT, hereinafter referred to as the “Agreement”, is entered into this 1st day of July, 2008, by and between the Cotati-Rohnert Park Unified School District, hereinafter referred to as “District,” and the California School Employees’ Association and its Chapter Cotati-Rohnert Park #645, hereinafter referred to as “CSEA.”

The term “Agreement” as used herein means the written agreement provided under Section 3540.1(h) of the Government Code.

ARTICLE 2. RECOGNITION

- 2.1 The District recognizes the CSEA as the exclusive representative for the employees as stated in Appendix B.
- 2.2 The classified unit consists of employees as stated in the listing of positions set forth in Appendix B of this Agreement.
- 2.3 This agreement applies only to employees in the above-described representation unit.
- 2.4 The unit as recognized by the District may be modified by (1) mutual agreement of the parties or (2) by a decision rendered by the Public Employees Relations Board on any contested positions.
- 2.5 Other employees, including management, supervisory, confidential and certificated employees shall be excluded.

ARTICLE 3. DISTRICT RIGHTS

3.1 It is understood and agreed that the District has all of the powers, rights, and authorities to discharge its legal obligations. The use of judgment and discretion in connection therewith shall be limited only by those items which are specifically abridged or modified by this contract and then only to the extent that such specific and express terms are in conformance with law.

3.2 Emergency Situations

In the event of an emergency, the District shall have the right to rescind any portion of this agreement directly related to the nature of the emergency. Emergency as used in this Article is limited to those highly unusual or catastrophic situations which would prevent the normal functioning of the school district pursuant to this Agreement.

In a declaration of emergency by the District, CSEA, Chapter 645 shall be given notification of the District's intent. A meeting shall be held with CSEA to discuss the nature of the emergency and the necessary steps to be taken. At the cessation of the emergency, the contractual terms shall be automatically reinstated.

ARTICLE 4. SALARY

4.1 Salary

4.1.1 For 2021-2022, a three percent (3%) ongoing salary increase as of July 1, 2021 and a three percent (3%) ongoing salary increase as of January 1, 2022 with a \$2,000 stipend off schedule (prorated for FTE).

For 2022-2023, a three percent (3%) ongoing salary increase as of July 1, 2022 and a two percent (2%) ongoing salary increase as of January 1, 2023 with a \$1,000 stipend off schedule (prorated for FTE).

For 2023-2024, statutory COLA, to be determined by October 31, 2022. If COLA exceeds 3.61%, then the parties will reconvene to discuss a split option.

4.1.2 Effective July 1, 2005, the District shall pay a non-recurring, one-time incentive of \$250 to unit members who have served in the same classification, are compensated at step six (6), and have been at step six (6) for six (6) or more years. The incentive will be available each July 1 for unit members who become eligible in future years.

4.2 Pay and Allowance Provisions

4.2.1 The regular rate for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A

4.2.2 All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.

4.2.3 All employees in the bargaining unit shall be paid once a month payable on the last working day of the month. If the normal payday falls on a holiday or weekend, the paycheck shall be issued on the preceding workday. The above is subject to County Office of Education payroll warrant schedule.

4.2.4 The County determines how checks are issued. The District shall provide each unit member with an explanation of any retroactive compensation included in his/her paycheck.

4.2.5 All vacation pay outs shall be paid at the employee's current rate of pay.

4.2.6 Any employee in the bargaining unit required to use his/her vehicle on

assigned District business shall be reimbursed at the current I.R.S. for all approved miles.

4.2.7 Unit members shall have access to designated District computers during non-duty time to obtain paycheck information online. The District will provide direction to unit members on how to access their paycheck information online.

4.3 Initial Placement on the Salary Schedule

All new employees shall be placed on the appropriate step of the salary schedule according to the terms and conditions of the contract, by the Superintendent or designee.

4.4 Advancement

Advancement in step and longevity are made effective July 1 annually in accordance with the provisions of this contract. Effective July 1, 2003, persons employed from July 1 through March 31 will advance a step on July 1 next after employment. Persons employed on or after April 1 through June 30 will advance a step on July 1 of the following year.

4.5 Step Increases/Longevity

Step increases, where appropriate, shall be granted for the duration of the contract. Career service increment adjustments shall be granted to eligible employees at the start of the: 10th, 15th, 20th and 25th year (see Appendix A). Beginning July 1, 1999 career service increments shall be adjusted by the same general salary increase applied to the base salary schedule.

Therefore, longevity increments effective July 1, 2021, are as follows:

| | |
|----------|----------|
| 10 years | \$89.25 |
| 15 years | \$192.15 |
| 20 years | \$299.25 |
| 25 years | \$418.95 |

The District will pay longevity for 2012-2011 through 2013-2014 based on a monthly amount, regardless of the number of days worked in a month.

4.5.1 Part-Time Permanent Employees

These employees shall receive longevity increments on the same basis as full-time employees with respect to years of service, but payment shall be based on the ratio the average amount of time worked bears to the time worked by a full-time employee performing similar work.

4.6 Promotion/ Reassignment to a Higher Classification

When an employee is permanently assigned to a position of higher salary than a previous class, the salary shall be adjusted to the minimum of Step 1 of the new wage provided, however, that if the salary minimum of the new range is lower than existing salary, the employee shall be moved to the next higher step in the range in order to provide at least a 5% salary improvement.

4.7 Out-of-Class Work Compensation

4.7.1 A unit member assigned to work in a higher classification for any period of time in excess of five (5) workdays in any thirty (30) calendar day period shall be paid at the rate of pay of the higher classification for the entire period that the unit member is required to work out of classification. Compensation for working in a higher classification shall be at least five percent (5%) above the employee's regular rate of pay.

4.7.2 Except by agreement between the District and CSEA, an employee shall not be assigned to work out of his/her classification for more than sixty (60) workdays in any 12-month period. If no agreement is reached between the District and CSEA, the employee shall be returned to his/her regular classification.

4.7.3 The District shall offer substitute positions to on-site unit members prior to securing a sub from the substitute list provided that the unit member meets the minimum qualifications for the position, is a permanent employee, and the assignment is in excess of five (5) days.

4.8 Training and Education Bonus

4.8.1 Effective July 1, 1996, the District will provide an ongoing five percent (5%) salary schedule increase for the successful completion of every fifteen (15) college or university units taken by unit members in District approved training and education program which are directly related to the unit member's current position. The 5% increment shall be compounded and shall be part of the unit member's base salary.

Employees are eligible for a training and education bonus which may be earned by the following methods:

- 4.8.1.1 The District will provide an ongoing five percent (5%) salary schedule increase for the successful completion of every fifteen (15) college or university units, to a maximum of thirty (30) units, taken by unit members in District approved training and education programs which are directly related to the unit members current position. Courses must be completed with a grade of “C” or better unless the course is offered only as a pass/fail and the unit member earns a pass grade. No courses may be repeated unless it is required to maintain appropriate licensing for District work. Non-college or university training that is completed by the unit member at his or her expense beyond his/her normal workday shall qualify for credit at the rate of fifteen (15) hours equal to one unit. Requests must be pre-approved by the Human Resources Department and should be submitted at least ten (10) days prior to the registration deadline. All requests shall be granted or denied in writing within ten (10) days. Any denial may be appealed in writing to the Superintendent within five (5) days receipt of the written denial. No more than fifteen (15) units may be compensated for in any one fiscal year. Units earned prior to July 1, 1996 are not eligible for compensation. Unit members who have earned more than thirty (30) units but less than forty-five (45) units as of June 30, 2001, will be allowed to complete a maximum of forty-five (45) units. Unit members who have earned more than forty-five (45) units but less than sixty (60) as of June 30, 2001, will be compensated for the units in excess of forty-five (45) in accordance with the provisions of 4.8.1.2. Unit members who have reached the maximum salary schedule increase under these provisions may then opt for additional compensation under the provisions of 4.8.1.2.
- 4.8.1.2 Unit members who do not want to participate in the comprehensive bonus program described in 4.8.1 may opt for this program. Unit

members shall be compensated for successful completion of District- approved training and education programs which are directly related to the employee's current position. Beginning July 1, 2001, the training and education compensation shall be paid at the rate of \$250.00 per three (3) unit block of programs completed as a one-time only bonus. Any block of three (3) units not completed in a fiscal year shall carry over to subsequent years until a three (3) unit block is attained. No more than six (6) units per fiscal year shall be approved for compensation. All requests shall be submitted on the form entitled "Educational Training Application for Classified Employees" and shall be granted or denied in writing by the Human Resources Department within ten (10) days. Any denial may be appealed in writing to the Superintendent with five (5) days of the receipt of the written denial.

4.8.2 Employees shall be compensated for providing District-approved training to District employees. The compensation for training shall be equal to one (1) unit of training and education for every six (6) hours of workshop presentation. Requests to provide training shall be submitted to the Human Resources Department for pre-approval.

4.8.3 Effective July 1, 2008, for those unit members who are bilingual Spanish, as demonstrated by an assessment of reading, writing, and speaking skills or a native speaker in Spanish and agree to use their bilingual skills within the scope of their employment during their regular workday the District shall provide a stipend of \$747 per year.

4.9 Custodial Differential Compensation

4.9.1 For the months of June, July, and August, night custodians shall be compensated at the Custodian/Maintenance/Groundskeeper salary, Range 21. For this additional compensation the night custodian will workdays during all school vacations and non-student days and will perform maintenance and grounds work during all school vacations and non-student days. For the

purposes of this differential compensation, placement on the Custodian/Maintenance/Groundskeeper salary schedule will be at the same step as the employee's current step on the custodian salary schedule.

- 4.9.2 Effective July 1, 1999, unit members who work in the position of Custodian whose regular work hours commence prior to 2:00 p.m. shall receive differential compensation of (five) 5% greater than their regular salary. This provision does not apply to the months of June, July, and August when such unit members are compensated at Range 2.

ARTICLE 5. HEALTH & WELFARE BENEFITS

5.1 Health & Welfare Benefits

5.1.1 Effective November 1, 2011, the District shall contribute, per eligible member per month to California's Valued Trust (CVT), up to eighty-five (85%) of the composite premium charged for Kaiser Plan 4 for medical coverage but no more than eighty-five (85%) of unit member's elected plan cost.

There will be no change to vision, dental and life insurance coverage. In the event of dual coverage of unit members, providing the insurance carrier provides a discount to couples covered under the same health insurance, that discount shall be passed on to unit members. In no event shall the District's contribution exceed eighty-five (85%) of the Kaiser Plan 4. Effective October 1, 2008, the District shall contribute, per eligible unit member per month to CVT, ninety percent (90%) of the amount established by CVT to provide dental, vision and life insurance for the plans agreed upon by the District and CSEA. The level of coverage for each of the benefit plans is listed in Appendix C.

5.1.2 For unit members employed less than full-time who elect coverage, irrespective of the plan chosen, the District shall pay the percentage of the Kaiser Plan 4 composite premium that the employee works. (Example: If the employee works 50%, the District shall contribute 50% of the Kaiser Plan 4 composite premium.)

5.1.3 C.S.E.A., at its option, may agree to increase the affected unit members' share of the 5% increase in premium cost to provide an off-schedule amount of \$100 for each unit member who does not qualify for benefits because he/ she work less than four (4) hours per day.

5.2 The District shall contribute a pro-rata share of the amounts established through negotiations to provide health and welfare coverage provided in Appendix C, based on the pro-rata formula below. Employees must work an average of thirty (30) hours a week to be eligible for life insurance coverage.

| PRO-RATA FORMULA | |
|-------------------------|---|
| Hours | Percentage Health & Welfare Benefits |
| 6+ | 100% |
| 5 ½ | 93.75% |
| 5 | 87.50% |
| 4 | 81.25% |
| 4 | 75% |
| Less than 4 | 0% |

5.2.1 The District agrees to allow employees working less than four (4) hours per day to participate in the Employees Benefit Plans provided that the employee pays 100% of necessary premiums. Employees would be required to have payroll deduction for the entire amount of premium except when their check is insufficient to cover the total premium. In this case those employees would be billed by California's Valued Trust (CVT), such payments would be required in advance of the month covered. Ten month employees will have the payments deducted in ten months for twelve months of coverage. This benefit is only available during the regularly scheduled open enrollment period, and is subject to carrier approval.

5.3 Stay-Well Incentive Program

Effective July 1, 1999, the District will buy back two days of sick leave from unit members who use less than the following days of sick leave:

- 10 month employees: 3.5 days
- 11 month employees: 3.75 days
- 12 month employees: 4 days

This includes all absences except industrial accident/ illness leave and the one (1) day donation to catastrophic leave bank per year. The calculation will be based on July 1 through June 30.

An employee must have been employed for the entire school year to participate.

5.3.1 Any employee who does not use any sick leave days, personal necessity days, or leave without pay on student instructional days or on teacher workdays (two (2) per school year as of the 2000-01 school year) may elect to receive a paid day off in addition to other vacation or holidays provided in this agreement in lieu of the Stay Well Incentive Plan described in Section 5.3.

The paid day off shall be known as a “Wellness Day.” This section change shall become effective July 1, 2001.

- 5.3.2 The “Wellness Day” may be taken on a day that is not a student day or a teacher workday with the approval of the school site administrator, or in the case of a district-wide employee, his/her department manager. The employee must notify his/her site administrator or department manager at least thirty (30) calendar days in advance of the date he/ she wishes to use the day. The site administrator/manager shall grant or deny the request to ensure that the day selected will not adversely affect the orderly operations of the District. The site administrator/manager will notify the employee as soon as possible but not later than fifteen (15) calendar days from the date of the employee’s request. The District shall make every reasonable effort to grant the employee’s request to use the “Wellness Day.” In the event an employee’s request is denied, a mutually agreeable date for the use of the “Wellness Day” shall be scheduled.
- 5.3.3 The “Wellness Day” must be taken in the twelve (12) month period following the end of the school year in which no sick leave days were used.
- 5.3.4 Employees whose work year consists of only the student instructional year and the two (2) non-instructional teacher workdays are eligible to take the “Wellness Day” option on a non-instructional teacher workday.

ARTICLE 6. RETIREMENT

6.1 Health Benefits Following Retirement

Members of the unit who retire between the age of 50 and 65, after 15 years of service with the District, shall continue employee only health insurance at District cost for a period not to exceed ten (10) years or until they reach the age of sixty-five, whichever comes first. The cost of this benefit shall be paid for based on the Pro Rata formula in Article 5.2.

6.1.1 Effective October 1, 2008, the District will reimburse eligible retirees who move out of the service areas covered by carriers providing retiree medical coverage an amount up to what the District would have contributed toward the retiree's medical benefit had the retiree remained within the carriers service area. The retiree must submit proof of payment to the Business Department on not less than a quarterly basis to receive reimbursement.

6.1.2 Retirees with at least ten (10) years' service with the District shall be entitled to continue medical benefits to age 65 (or 70 if the carrier agrees) provided they prepay quarterly the full premium thereof.

6.2 Reduced Worktime Program

6.2.1 Provisions: Classified employees who are PERS members are permitted to enter the reduced worktime program without loss of retirement credit. The minimum requirements for such a program are:

6.2.2 PERS: The District and the unit member shall make contributions to PERS on the same basis as if the employee were full-time.

6.2.3 Age: Eligible employees must be at least 55 years old.

6.2.4 Length of Employment: The employee must have ten years full-time classified service and the immediately preceding five years must be without a break in service.

6.2.5 Optional Part-time Employment: The option of part-time employment must be exercised at the request of the member and with the concurrence of the Superintendent, and can be revoked only with the mutual consent of the Board and the member.

- 6.2.6 Salary: The employee shall be paid a salary which is the pro-rata share of the salary the employee would be earning had the employee not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which the employee makes the payments that would be required if the employee remained in full-time employment. The employee shall receive health and welfare benefits as if employed full time.
- 6.2.7 Minimum Part-time Employment: The minimum part-time employment level must be 50% of the employee's previous full-time employment.
- 6.2.8 Length of Program: The part-time program shall not exceed five years nor extend beyond the end of the school year during which the employee reaches age 70.

6.3 Golden Handshake

Each year for the duration of the contract the District shall offer classified employees of the District the opportunity to retire under government Code Section 20586.

- 6.3.1 The window period shall be from June 1 to August 31.
- 6.3.2 To be eligible for this provision, employees shall be at least 50 years of age and have at least five years' service with the District immediately prior to retirement, and be vested in the Public Employees Retirement System.
- 6.3.3 Within thirty (30) calendar days of acceptance into this program by the District, the employee shall submit and have accepted his/her notice of retirement to be effective July 1.
- 6.3.4 The District's obligation under this program shall be limited to the statutory provisions, and the implementation of this provision shall be contingent upon continuation of Government Code Section 20586.

6.4 Payment Early Retirement Option

As an alternative to Golden Handshake Program (See 6.3) the District may provide an additional early retirement incentive for unit members who meet the eligibility requirements. This option shall be known as the Cash Payment Early Retirement Option.

6.4.1 Eligibility Requirements

- 6.4.1.1 The unit member must have fifteen (15) years of service in the District.

- 6.4.1.2 The unit member must be between the ages of 55 and 62 on the effective date of his/her retirement.
- 6.4.1.3 The unit member must qualify for retirement with PERS.
- 6.4.1.4 The unit member must be in paid status during the last five (5) years of service.
- 6.4.1.5 Based on extenuating circumstances the Board may waive the provisions of 6.4.1.4.
- 6.4.2 The early retirement incentive program is available to eligible unit members at the discretion of the Board of Trustees. The District will notify unit members eligible for early retirement on or before March 1 of the availability of this program for that school year.
- 6.4.3 The unit member must submit a letter of retirement to the District Office no later than May 1. The effective date of retirement shall be between June 30 and September 30.
- 6.4.4 If the Board approves the early retirement incentive for the unit member, the unit member's letter of retirement shall be irrevocable.
- 6.4.5 The District shall calculate the amount which would have been due to PERS under the Golden Handshake Program. The unit member shall be entitled at his/her option, to fifty percent of this calculated sum payable all at once or in two (2) equal installments payable over two calendar years. (The year of retirement and the year following.)
- 6.4.6 At the option of the unit member, he/ she shall be able to use all or part of the cash payment to purchase health insurance through the District's health insurance program.

6.5 Unused Sick Leave

Any unused sick leave at the time of retirement will be reported to the Public Employee Retirement System (PERS) for the unit member to receive additional service credit

ARTICLE 7. HOLIDAYS

7.1 Bargaining unit members shall be granted the following holidays with pay. Except as otherwise required by State law or provided in this Article, a unit member must be in paid status on the workday immediately preceding or succeeding the holiday /holiday period to be paid for the holiday.

7.1.1 Legal Holidays

| | |
|--------------------------|--|
| New Year's Day | January 1 |
| Martin Luther King Day | Third Monday in January |
| Lincoln's Birthday | Pursuant to District Calendar (Normally a Monday or a Friday) |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| In lieu of Admission Day | As Assigned |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Friday following Thanksgiving |
| Christmas | December 25 |
| Other | Any day declared as a holiday by the U.S. President or the California Governor |

7.1.2 Local Holidays

The following are local holidays:

- Day after Thanksgiving
- Christmas Eve Day
- New Year's Eve Day
- Such other days or portions of days as may be designated by the Superintendent.

7.1.3 When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

7.1.4 Additional Holidays

Any other day proclaimed by the President or the Governor of this State as a holiday.

ARTICLE 8. VACATION

- 8.1 Vacation benefits are earned on a fiscal year basis, July 1 - June 30.
- 8.2 Each employee shall receive vacation leave with full pay at the rate provided herein.
- 8.2.1 During the first through fifth year of employment, each employee shall receive credit for one-day vacation for each full month of employment.
- 8.2.2 Each employee who has completed five (5) years of service and through nine (9) years of service shall receive vacation leave at the rate of seventeen (17) working days per year.
- 8.2.3 Beginning with the tenth (10) year of service, an employee is entitled to receive vacation leave at the rate of twenty (20) working days per year.
- 8.2.4 Employees who work fewer than 12 months shall have their vacation computed as the number of months worked bears to 12.
- 8.3 By April 1, the District will notify CSEA unit members in writing of summer vacation blackout days. Employees shall submit a vacation request to their immediate supervisor. Vacation schedules shall be arranged by the immediate supervisor with particular regard to the needs of service, and whenever possible, with regard to the wishes of the employees.
- 8.4 Each employee who is separated from employment after completing six (6) months of continuous service with this District shall be entitled to payment in lieu of all unused vacation leave which he/she may have accumulated as of his/her last day of work. In the event of a deceased employee, payment therefore shall be made to his/her estate or as otherwise provided by probate law.
- At the employee's option and when agreeable with the Superintendent, an employee may receive cash payment in lieu of vacation.
- 8.5 An employee who has been employed for more than one year may elect to carry over a maximum of fifteen (15) days' vacation to the following year. If an employee is unable to reduce their vacation balance to 15 days by June 30 of each year, the excess vacation shall, at the employees' election, be converted to sick leave or paid to the employee in cash.

- 8.6 When an employee terminates employment with the District for any reason, the employee shall be paid at the regular rate for vacation accumulated at the employee's regular rate, except that employees who have not completed six (6) months of employment in a regular status shall not be entitled to such compensation. Earned vacation shall not become a vested right until completion of the initial six (6) months of regular employment.
- 8.7 If an employee's vacation becomes due during a period when on leave due to illness or injury, the employee may request that the vacation date be changed and the District, subject to mutual agreement, shall grant the request in accordance with vacation dates available at that time.
- 8.8 Holidays are not counted as vacation days.
- 8.9 A leave of absence report must be filed and approved prior to taking vacation.
- 8.10 If an employee (while on vacation) becomes ill and supplies supporting information or requires hospitalization or is eligible for a bereavement leave, these days may be charged to the appropriate leave and the vacation leave will be credited to the employee's account.

ARTICLE 9. LEAVES

9.1 Bereavement Leave

In the event of the death of any member of his/her immediate family, a regular employee shall be granted bereavement leave at full pay for three (3) days, or five days if out-of-state travel is required. If travel in excess of 300 miles one way is involved, five (5) days leave shall be granted. Members of the immediate family means the mother, father, grandmother, grandfather or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, brother-in-law, sister-in-law of the employee, or any person living in the immediate household of the employee.

9.2 Jury Duty or Court Ordered Subpoena

A leave with pay shall be granted to employees called for jury duty or subpoena in the manner provided for by law. Evening employees shall have leave with pay provided the employee is required to remain on jury duty or court-ordered appearance after 12:00 noon. An employee who receives a jury summons or subpoena shall submit a copy of the summons or subpoena. At the conclusion of jury duty or court-ordered appearance, the employee shall submit a statement from the Jury Commissioner's Office or from the court in case of a subpoena specifying the dates and times served by the employee. This shall be attached to the Absence Record. The employee shall receive his/her full pay during the leave period.

9.3 Military Leave

Employees who are members of any reserve corps of the armed forces of the United States or of the National Guard, or who are inducted, enlisted, or are otherwise ordered to active duty shall be granted such leave and military leave pay as is provided by law.

9.4 Sick Leave

9.4.1 Every classified employee employed five days a week by the District shall be entitled to one day per duty month leave of absence due to illness or injury with full pay. The unused portion of sick leave is cumulative from year to year without limitation.

9.4.2 Classified employees employed five days a week for less than a full fiscal year are entitled to that proportion of 12 days leave of absence for illness with

pay as the number of months employed bears to 12.

- 9.4.3 Classified employees employed less than five days a week for less than a full fiscal year are entitled to that portion of 12 days leave of absence for illness or injury with pay as the number of days employed per week bears to 5.
- 9.4.4 When an employee is absent from duties on account of illness or accident for a period of five (5) months or less, the amount deducted from salary due for any month in which the absence occurs shall not exceed the sum actually paid a substitute employee employed to fill the position during the absence.
- 9.4.5 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 9.4.6 Except in cases of emergency, all employees shall give notice of their impending absence to their principal, or supervisor during the working day preceding the absence.
- 9.4.7 All employees shall indicate their intention to return to work the following day by contacting their principal, immediate supervisor or their designee before the close of the workday. Evening employees shall notify by 10:00 a.m. on the day of their return to work.
- 9.4.8 A sick leave day, once commenced, may not be reinstated as a working day unless approved by the immediate supervisor. Medical appointments for a portion of the workday may be taken as sick leave.
- 9.4.9 No payment for sick leave shall be made unless submitted by the employee on the form specified by the District and signed by the employee and the principal or immediate supervisor.
- 9.4.10 The District may require certification from a physician or other proof of illness for days of absence due to illness or accident when the absence exceeds five (5) working days. If the District determines that a pattern of absences has developed with an employee, the District may bring this to the employee's attention.
- 9.4.11 After an employee has been absent for five (5) or more consecutive days, the District may require certification from a physician as to an employee's fitness to return to work.

- 9.4.12 When requested by the District, an employee shall undergo an examination by a doctor selected jointly by the employee and the District. In the event that the District and the employee are unable to agree upon a doctor, a doctor will be selected by the County Medical Association and both parties shall be bound by that decision. The employee shall authorize the examining doctor to release the results of the examination to the District. The District shall pay the cost of such examination.
- 9.4.13 Any classified employee of any school district who has been an employee of that district for a period of one (1) calendar year or more and whose employment is terminated for reasons other than action initiated by the employer for cause and who subsequently accepts employment as a classified employee of the Cotati-Rohnert Park Unified School District within one (1) year of the termination of his/her former employer, he/ she shall have transferred with him/her to this district the total amount of leave of absence for illness, to which he/ she is entitled under the Education Code.

9.5 Industrial Accident and Illness Leave

- 9.5.1 Employees shall be allowed up to 60 working days leave in any year for the same accident.
- 9.5.2 Allowable leave shall not be accumulative from year to year.
- 9.5.3 Industrial accident or illness leave will commence on the first day of the absence.
- 9.5.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this State, exceed the normal wage for the day.
- 9.5.5 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 9.5.6 When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

- 9.5.7 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving worker's compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.
- 9.5.8 During all paid leave of absence, under this section, whether industrial accident leave, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- 9.5.9 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a re-employment list for a period of 39 months without pay. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.
- 9.5.10 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

9.6 Personal Necessity

- 9.6.1 Accumulated sick leave may be applied for, to be used for absences created by personal necessity, not to exceed seven (7) days in any school year. The employee shall not be required to secure advance permission for leave.
- 9.6.2 A personal necessity is defined as a situation which is imposed upon an

individual, over which he/ she has no control, and which he/ she cannot reasonably be expected to anticipate or disregard.

- 9.6.3 Except in emergency situations, employees who intend to take personal necessity leave shall notify the building principal or immediate supervisor no later than noon on the previous workday.

9.7 Maternity Leave

- 9.7.1 In cases of expected maternity, employees shall be granted a leave of absence upon written application to the Superintendent or designee through the immediate supervisor. The beginning and ending dates of the leave shall be determined by the Superintendent or designee on the basis of the employee's physical condition as certified by her physician, in the best interests of the welfare of the employee and the District.
- 9.7.2 Any period of actual physical disability connected with a disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be treated as any other physical disability and any accrued sick leave or other salary continuance benefits shall be available to the employee. Physical disability for purposes of this policy shall be defined as a period during which the employee is unable to perform job-related duties. The period of actual disability shall be supported by written statement from the employee's physician provided, however, that the District may at its option, obtain other medical opinion.
- 9.7.3 Complications arising from pregnancy shall be treated in the same manner as other absences for illness.
- 9.7.4 Leave for beyond the period of actual physical disability may be granted. No compensation, sick leave, or employee benefits will be granted.
- 9.7.5 At the request of the employee, maternity leave shall be granted for the fiscal year following childbirth. No compensation sick leave or employee benefits will be granted.
- 9.7.6 The date which the employee may return to her position after pregnancy shall be determined by mutual consent of the employee, her immediate supervisor and the Personnel Director.

9.7.7 This policy shall not be construed so as to deprive any employee of sick leave rights under other sections of the Education Code for absence due to illness resulting from pregnancy.

9.8 Leave of Absence

9.8.1 All employees on paid absence shall receive vacation, holidays and sick leave credit, accrue seniority and be eligible for health and welfare benefits.

9.8.2 Employees on unpaid leave or employees with 39-month reemployment rights shall, upon their return, retain seniority rights and step position on the salary schedule which they held at the beginning of the leave.

9.8.3 Employees on approved, but unpaid leave who were covered under the health and welfare program at the start of their leave time shall continue to be eligible for all coverage as long as they pay their own premiums to the District and for the term of the leave.

9.9 When a unit member's child is born, placed for adoption or foster care, the unit member may be allowed time off with no loss in pay to a total of one (1) days' absence. Such time off may be taken during the birth, adoption, or placement of a child and/or at the time of discharge from the hospital.

9.10 Unpaid Leave - General

9.10.1 Leaves of up to ten (10) working days may be granted to permanent employees. There shall be a full salary deduction for such leave.

9.10.2 The Governing Board may grant leaves of absence up to one (1) year, with or without pay, to persons employed in the classified service of the District.

9.11 Non-Industrial Injury and Illness Leave

When an employee has exhausted all authorized paid or unpaid leave and is medically unable to resume his/her duties, the employee shall be placed on a thirty-nine (39) month reinstatement list. If, during the thirty- nine (39) months the employee is able to assume the duties of his/her position, he/ she shall be reemployed in the first vacancy in the classification of his/her previous assignment over all other applicants except those laid off for lack of work or lack of funds.

9.12 Family Care Leave

The District will provide Family Care Leave to unit members as outlined in Board Policy 4251.2: Family Care and Medical Leave.

9.12.1 Each unit member who has been employed by the District for more than one continuous year is eligible for an unpaid Family Care Leave not to exceed twelve (12) weeks within a twelve (12) month period unless a longer leave is agreed upon by the District and the unit member. Family care leave may be used for the birth of the unit member's child; placement of a child for adoption or foster care; to care for a spouse, child, or parent with a serious health condition; or a serious health condition which renders the unit member unable to perform essential job functions.

9.12.2 During the period of such leave the District shall maintain the unit member's group health and welfare benefits, if any, on the same basis as if the unit member was in paid status. Upon return from Family Care Leave, the unit member is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The unit member's absence under this program shall not be considered a break in service.

9.12.3 The unit member must provide the District with at least thirty (30) days advance notice for the leave if the need is foreseeable, or if such notice is not foreseeable, notice must be given as soon as practical under the circumstances.

9.13 Sick Leave for Illness of Child, Parent, or Spouse

A unit member may use his/her current and accrued sick leave to attend to an illness of a child, parent, or spouse of the unit member. Each calendar year the amount of such leave shall not exceed the amount of the sick leave the unit member would accrue during six (6) months of employment (i.e., full time 12-month unit member = 6 days; full time 10 month unit member =5 days). Such leave is in addition to that provided under Personal Necessity.

9.14 The District shall provide unit members who have worked for the District at least twelve (12) months with Catastrophic Leave. Such leave will be provided consistent with Board Policy provisions. The parties agree that the current board policy

concerning Catastrophic Leave will not be changed during the term of this agreement unless by mutual written agreement.

ARTICLE 10. CLASSIFIED EMPLOYEE ORGANIZATIONS

10.1 Rights and Privileges of the CSEA

10.1.1 The following services are provided for the CSEA:

10.1.1.1 Use of school mail and bulletin board for Association communications.

10.1.1.2 Reasonable access to employees at their place of assignment when such access will not interfere with assigned duties of employees.

10.1.1.3 The Association shall have the right, subject to the approval of the site principal, to make reasonable use of school equipment, buildings, and facilities at reasonable times and/or in a reasonable manner, provided such use does not interfere with nor interrupt class or other normal school operations.

10.1.1.4 The Association shall have the right to place items on the agenda of each regular board meeting.

10.1.1.5 Association representatives shall have a total of ten (10) days of release time per year without loss of compensation to utilize for local, state, or national conferences or for conducting other business pertinent to Association affairs. These representatives shall be excused from school duties upon advance notification to their immediate supervisor by the Association president. Such time shall be taken in full or half day increments. The District shall pay for required substitutes.

10.1.1.6 CSEA representatives have the right to attend scheduled monthly executive board meetings and official CSEA business meetings.

10.1.1.7 CSEA members have the right to attend scheduled official CSEA chapter business meetings.

10.2 Organizational Security – Membership and Dues Deduction

10.2.1 The District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). The District shall refer all employee questions about CSEA or dues over to the CSEA

Labor Relations Representative. CSEA shall defend, indemnify, and hold harmless the District for any claims arising from its compliance with this clause. This agreement shall satisfy the parties' duty to bargain effects of the *Janus* decision.

10.2.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

10.2.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

10.3 Dues Deduction

10.3.1 Upon certification to the district by CSEA in writing, the District will deduct the appropriate amount for payment of union dues or other Union-sponsored program from union-member employees' pay as established and as may be changed from time to time by CSEA, and remit such amounts to CSEA.

10.3.2 CSEA shall certify in writing to the District that it has and will maintain individual employees' signed authorizations for such deductions. CSEA shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

10.3.3 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

10.3.4 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

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

10.3.6 There shall be no charge by the employer to CSEA for deductions.

10.4 Membership Information

- 10.4.1 The parties shall take all reasonable steps to safeguard the privacy of bargaining unit members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.
- 10.4.2 In order to protect bargaining unit employees from harassment or invasion of privacy, the employer shall not provide unit members' personal information to non-governmental third-party requesters beyond that which is required by law.
- 10.4.3 The District shall provide CSEA notice of any third-party request for demographic and/or personal information of bargaining unit employees in advance of providing any such information. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

10.5 AB 119 Procedures

10.5.1 Employee Information

- 10.5.1.1 Provide CSEA with New Hire Contact Information: On the last workday of each month, the District shall provide to a CSEA the following information on any new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. The information shall be provided electronically via a mutually agreeable secure format and shall include the following items, with each field in its own column: (i) First Name; (ii) Middle Initial; (iii) Last name; (iv) Suffix (e.g., Jr., III); (v) Job Title; (vi) Department; (vii) Primary worksite name; (viii) Work telephone number; (ix) Work extension; (x) Home street address (including apartment #); (xi) City; (xii) State; (xiii) Zip code (5 or 9 digits); (xiv) Home telephone number (10 digits); (xv) Personal cellular telephone number (10 digits); (xvi) Personal email address; (xvii) Birth date; (xviii) Employee ID; and (xix) Hire date.

CSEA recognizes the legal right of each employee to the

employee's privacy and agrees not to use any information obtained pursuant to this Article 10, or to allow others to use the information, for commercial gain, nor in any manner that would violate those rights. In the event no one is hired on any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

10.5.1.2 Provide CSEA with Periodic Update of Unit Member Contact Information: The District shall provide CSEA, via a mutually agreeable secure method, all bargaining unit member names and contact information on the last working day of September, January, and May. The specific employee information submitted shall be all the information described in 10.5.1.1.

10.5.2 New Employee Orientation

10.5.2.1 Definition of New Employee Orientation: "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

10.5.2.2 Provide CSEA with Access to New Employee Orientations: The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonable foreseeable.

10.5.2.2.1 CSEA shall have a minimum of fifteen (15) minutes and a maximum of one-half hour (1/2) hour of paid release time for one (1) CSEA representatives to conduct the orientation session after the regularly scheduled classified weekly meetings, typically held

every Thursday. The District will notify the CSEA Chapter President of any new employees hired and whether, if known, they will be in attendance. If an employee is unable to attend the weekly meeting, or no weekly meeting is held, CSEA and the District may mutually schedule an orientation for the employee during their workday.

10.5.2.2.2 Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

10.5.2.2.3 The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

10.5.2.2.4 During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

10.5.3 Grievance and Arbitration Procedure

10.5.3.1 Any alleged violation, misinterpretation, or misapplication of the terms of these procedures shall be resolved through the grievance provisions of the Collective Bargaining Agreement, except that for the purposes of this Agreement, the "Grievant" shall only be CSEA and its Chapter #645. No single employee or group of employees may grieve these procedures, unless they are authorized representatives of CSEA and its Chapter #645 and grieving on behalf of the union.

10.6 Organizational Security - Hold Harmless Clause

10.6.1 CSEA shall defend, indemnify, and hold harmless the District harmless from any and all claims, demands, suits or any other action arising from its compliance with Article 10 and any portion hereof, made by any employee(s) for actions or refraining to act by the District in reliance on the provisions of this Article, including without limitation providing personal employee

information to the employee organization: deductions for dues or other sums made in reliance on information provided by the employee organization regarding membership; dues amounts, or any other information on which the District relied, including information to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

- 10.6.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 11. GRIEVANCE PROCEDURES

11.1 Definitions

11.1.1 A “grievance” is an allegation by a grievant that he/ she has been directly and adversely affected by a misapplication, a misinterpretation, or a violation of a specific provision of this Agreement.

11.1.2 A “grievant” is an employee of the District covered by the terms of this Agreement with an alleged grievance or the Association.

11.1.3 A “day” is a working day for the grievant. In the event of a group or an Association grievance, a “day” is a day on which the District Office of the school district is open for business.

11.2 Informal - Step 1

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor. If the grievance is on Article 13 - Lateral Transfer, the grievant shall attempt to resolve such grievance with the administrator involved.

11.3 Formal - Step 2

If resolution is not achieved, the grievant, within 20 days of the date the employee knew or should have known of the occurrence of the act or omission giving rise to the grievance, may file a formal grievance on the prescribed form. This statement shall be a clear, concise statement of the grievance, the specific section of the collective bargaining agreement allegedly misinterpreted, misapplied, or violated, the circumstances involved and decision rendered at the informal conference, and the specific remedy sought. Upon request of the grievant, a meeting shall be held between the immediate supervisor and the grievant. Within ten (10) days of the filing of the grievance, the immediate supervisor shall send a written response to the grievant.

11.4 Formal - Step 3

In the event that the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision on the prescribed form to the Superintendent or designee, within ten (10) days after receiving the decision from Step 2.

This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reason for the appeal. Upon request of the grievant, the Superintendent or designee shall meet with the grievant and his/her representative. Within ten

(10) days of the receipt of the appeal to Step 3, the Superintendent shall transmit his/her written response to the grievant and the Association.

11.5 Step 4

In the event the grievant is not satisfied with the decision at Step 3 he/ she may, within ten (10) days after the receipt of the decision from the Superintendent or designee, proceed to mediation. A mediator from the State Mediation and Conciliation service shall be requested by the parties to attempt to resolve the grievance at no cost to either party. The mediator shall meet with the parties separately or together in attempting to resolve the grievance. The mediator's attempts shall be advisory only and shall not be binding on the parties.

11.6 Formal Step 5

In the event mediation is not successful, the grievant may, within ten (10) days after the grievance meeting, request in writing that the Association submit the grievance to an arbitrator. The Association, by written notice to the Superintendent within fifteen (15) days after the receipt of the request from the grievant, may submit the grievance to an arbitrator. If not submitted by the Association, the decision at Step 3 shall become final.

The Association shall identify each aspect of the Superintendent's decision with which the grievant disagrees. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within fifteen (15) days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the California State Conciliation Service with a request that a list of arbitrators be submitted.

If a claim is raised as to the arbitrability of a grievance as a result of an alleged violation of the terms of this Article, such claim shall be ruled on first by the arbitrator. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other, and upon arguments presented in briefs. The Arbitrator shall have no power to alter, amend change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of an express term of this Agreement in the respect alleged in the grievance. The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of

the Agreement depends. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, however, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he judges to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties of this Agreement.

All costs for the services of the arbitrator, including but not limited to, per diem expenses, his travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association.

All other costs will be borne by the party incurring them.

A decision rendered at any step in these procedures becomes final and binding upon all parties unless appealed within the time limit specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level.

Forms for filing grievances, service notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Superintendent and given appropriate distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board. Until final disposition of a grievance takes place, the grievant is required to conform to the original decision of his/her immediate supervisor.

11.7 Miscellaneous

No reprisals of any kind will be taken by the District, its employees or agents against participants in the grievance procedures by reason of such participation.

The grievant has the right to be represented at any step in this procedure by the Association, however, the Association shall be permitted to attend all grievance meetings to assure that the resolution of a grievance is not inconsistent with the terms of this Agreement.

The grievant, Association, representatives and any necessary witnesses shall be granted release time to attend any hearings or meetings required by the grievance process.

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file at the District Office. During the pendency of any processing, and until a final determination has been reached, all proceedings shall be private, subject to the

provisions of the Brown Act. The grievant, or the Association, shall be permitted to examine and/or obtain copies of materials in such grievance file.

Time limits at each step shall begin the day following receipt of written decision by the parties in interest. Such time limits can only be extended by mutual agreement by the Association and the District. If the parties agree a grievance affects a group or class of employees, the affected employee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Step 2. A decision rendered at any step in these procedures becomes final and binding upon all parties unless appealed within the time limit specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level.

Forms for filing grievances, service notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Superintendent and given appropriate distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board. Until final disposition of a grievance takes place, the grievant is required to conform to the original decision of his/her immediate supervisor.

ARTICLE 12. HOURS

12.1 Work Week

The work week shall consist of five (5) consecutive days. A forty (40) hour week is standard. The specific workday shall be designated by the District.

12.1.1 The District recognizes that flexible scheduling of work hours may be of benefit to both employees and the District. With the express approval of the District employees may voluntarily work a flexible schedule [i.e., four (4) ten (10) hour days] so long as the core needs of the District are met. Lunch periods and rest periods shall be taken in accordance with the provisions of Sections 12.3 and 12.4 respectively. The following conditions shall apply to employees working a flex schedule:

Vacation, Sick Leave: Employees taking a vacation day will use the number of hours vacation or sick leave that equals their scheduled work for that day [e.g., ten (10) hours on a scheduled ten (10) hour day].

Holidays: Employees will receive eight (8) hours of Holiday Pay for any given holiday (holidays are pro-rated for part-time employees). If the employee is normally scheduled to work more than eight (8) hours on a day that is a holiday, the employee must either make up the difference in hours scheduled to be worked and actual hours of holiday pay through use of vacation or compensatory time off, or make up the additional time in the same week that the holiday occurs. Employees who are scheduled to be off on a holiday will receive eight (8) hours holiday pay at their regular rate of pay. Employees making up time due to occurrence of a holiday shall also not earn overtime for time spent making up the difference in holiday pay and scheduled hours of work and the department manager will be responsible for supervising all points of the schedule.

Overtime: Employees shall earn overtime (or compensatory time off) for all hours worked in excess of forty (40) hours in a workweek, or in excess of their regularly scheduled hours in a workday [e.g. in excess of ten (10) hours on a scheduled ten (10) hour day].

12.2 Part-time employees shall have their days and hours assigned to them by their immediate supervisor.

12.3 Lunch Period

The immediate supervisor, after consultation with the employee, shall determine the length of the lunch period. An employee, upon obtaining the approval of the principal, shall be entitled to an uninterrupted lunch period. The length of time for such lunch periods shall be a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full time employees at or as near as possible to midpoint of each work shift. The workday will be eight (8) hours with an interrupted lunch, and eight and one-half (8-1/2) hours with an uninterrupted one-half (1/2) hour lunch period if the lunch period is thirty (30) minutes; nine (9) hours if one (1) hour lunch period.

12.4 Rest Periods

A rest period of fifteen (15) minutes before the lunch break and again after the lunch break shall be granted to full time employees by the principals or department heads. Certain specified time for breaks may be assigned by the immediate supervisor. Employees working four (4) hours or more and less than six (6) hours shall be given one rest period and employees working six (6) hours or more will get two (2) rest periods.

12.5 Overtime

Any overtime that is permitted by the employee's supervisor shall be compensated at the appropriate rate. Each employee who is asked by his/her supervisor to attend training, meetings, or other District activities outside the employee's normal work hours, shall either be paid at the employee's normal rate of pay or given hour-for-hour compensatory time off, until the time worked reaches eight (8) hours per day. Once the employee's work time exceeds eight hours, overtime provisions apply.

12.5.1 Compensation for ordered overtime shall be as follows:

12.5.1.1 Compensation shall be allowed for overtime work in excess of eight (8) hours in one day or forty (40) hours in one week at a rate equal to time and one-half of the employee's regular rate of pay. Those employees who work a seven (7) or seven and one-half (7-1/2) hour workday and a five (5) day work week shall be granted overtime for all time worked in excess of the established workday

or work week.

12.5.1.2 Employees who work less than seven (7) hours a day shall be paid straight time for additional time up to eight (8) hours per day.

Employees having an average workday of four (4) hours or more during a work week who work five (5) consecutive days shall be paid overtime if required to work the sixth (6th) or seventh (7th) day. An employee having an average workday of less than four (4) hours during a work week shall be paid overtime for the seventh (7th) day following the commencement of the work week.

12.5.2 The methods by which all overtime shall be compensated (cash or compensatory time off) shall be determined by the employee.

12.5.3 Employees shall have the right to refuse non-emergency overtime.

12.6 Compensatory Time Off

Compensatory time at overtime rates 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 in which it was earned. 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 if the compensatory time has not been permitted by the District within twelve (12) months of the date on which it was earned.

12.7 Minimum Call-in Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours' pay at the appropriate rate of pay under this Agreement.

12.8 Call Back Time

Any employee called back to work after completion of the regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate of pay under this agreement.

Any employee who does not physically report back to work but accepts a telephone call during off-duty time shall be compensated for the phone call, if made by an administrator or one acting under an administrator's direction.

If an employee accepts a phone call prior to 12:00 midnight or after 5:00 a.m., the

employee shall be compensated in quarter-hour increments at his/her regular rate of pay. If an employee accepts a phone call between 12:00 midnight or before 5:00 a.m., the employee shall be compensated in half-hour increments at his/her regular rate of pay.

In an employee accepts a phone call on a holiday, the employee shall be compensated in accordance with Article 12.9.

12.9 Overtime Holiday Pay

All work performed on holidays shall be at two and one-half (2-1/2) times the employee's hourly rate of pay.

ARTICLE 13. TRANSFER

13.1 Lateral Transfer

- 13.1.1 When a new position is created or an existing position becomes vacant, permanent unit members in the classification of that open position may apply for a lateral transfer to that position by filing a written notice with the Human Resources Office.
- 13.1.2 If only one (1) permanent unit member files for the lateral transfer he/ she shall be granted the lateral transfer. If two (2) or more unit members file for the transfer the District shall make the selection. If no internal unit member files for the transfer, it shall then be open for promotional opportunity.
- 13.1.3 All lateral transfer vacancies shall be posted by the District for not less than five (5) days at work locations. A copy shall be furnished to CSEA.
- 13.1.4 The District shall mail notices of lateral transfer opportunities that occur when school is not in session to all unit members currently in that classification.
- 13.1.5 Unit members shall be allowed to increase up to two (2) hours' time when making a lateral transfer provided the total number of hours that the unit member works in one (1) day does not exceed eight (8) hours, except for Cafeteria Assistants who may increase any number of hours up to a maximum of eight (8) hours per day.

13.2 Promotional Transfer

- 13.2.1 When a new position is created or an existing position becomes vacant which is considered promotional, the position will first be opened to current permanent unit members provided they have the skill, competency, and ability to perform the job. A unit member may apply for transfer to that position by filing a written notice with the Human Resources Office.
- 13.2.2 A unit member not selected for a promotional transfer may, upon request, meet with the Human Resources Administrator to discuss the matter and obtain positive job counseling.
- 13.2.3 All vacancies shall be posted by the District for not less than five (5) days. A copy shall also be furnished to the CSEA.

- 13.2.4 The District will make the final determination to approve the promotional transfer request or to recruit outside the District for the position.
- 13.2.5 All employees who wish to be considered for promotional positions which are created or become vacant during the time in which school is not in session should submit a letter requesting notification of vacancies by May 1st to the Human Resources Office.
- 13.2.6 The District shall attempt to find alternative work for an employee who has become medically unable to satisfactorily perform the work in the employee's regular job title.
- 13.2.7 A unit member who has been promoted shall serve a six-month probationary period before attaining permanency in the classification.
- 13.2.8 A promoted employee who fails to complete the required probationary period shall be returned to the position in which s/ he was previously serving immediately prior to assuming the new position.
- 13.2.9 Any unit member displaced by this action shall be returned to his/her former position. If a unit member did not hold a former position in the bargaining unit they shall be released.
- 13.2.10 The period of time served in the classification to which advanced will be counted for seniority purposes, as time served in the classification to which the unit member is being returned.

13.3 Filling of Vacant Positions

A vacant position, as defined herein, shall be filled with a regular employee within 45 calendar days of acceptance of a resignation by the Board of Education or, in the absence of a resignation, within 45 calendar days of actual knowledge by the District of the vacancy.

13.4 Definition of "Vacancy"

A vacant position is a budgeted position in which there is no incumbent.

- 13.5 When school is not in session and when, in the opinion of the immediate supervisor, the workload permits, a school secretary or other clerical personnel may be assigned other duties within the employee's classification. Clerical employees shall be assigned to summer school only with the employee's consent.

ARTICLE 14. EVALUATION

- 14.1 Employees shall be evaluated by an administrator or supervisor designated by the Superintendent. The administrator or supervisor shall be an individual with direct knowledge of and concern for their work. The first twelve (12) months of employment shall be the employee's probationary period.
- 14.2 An employee in the first twelve (12) months of employment shall be evaluated two (2) at approximately the fifth (5th) and tenth (10th) month.
- 14.3 Employees who have not received an evaluation within the set timelines shall be considered as meeting the District's performance levels.
- 14.4 Both scheduled and unscheduled observations of the employee's work may be a part of the evaluation process.
- 14.5 The District shall establish and maintain a continuing program of employee performance evaluation. The program shall include provisions of written evaluations by the appropriate administrator or supervisor.
- 14.6 A conference shall be held to review the evaluations.
- 14.7 The evaluator and employee shall sign the evaluation. Signing the evaluation does not indicate agreement. An employee may attach a statement to the evaluation. A copy of the evaluation shall be given the employee and a copy placed in the personnel file.
- 14.8 A copy of the evaluation shall include specific recommendations for improvements and suggestions for assisting the employee in implementing the recommendations.
- 14.9 A negative evaluation shall include specific recommendations for improvements and suggestions for assisting the employee in implementing the recommendations.
- 14.10 An employee shall have the right, at a prearranged time, to review the personnel file. If desired, the employee may be accompanied by a representative of the employee's choice while making the review. The review shall be made in the presence of the administrator or designee. Copies of materials desired by the employee shall be furnished upon request.
- 14.11 If the employee feels that the evaluation of his/her job performance is incorrect, she/he may appeal the evaluation to the Assistant Superintendent of Personnel. The Assistant Superintendent shall meet with the employee and the evaluator to determine if the

evaluation is appropriate or objective. If the evaluation is inappropriate or subjective, the evaluation may be changed by the Assistant Superintendent. The employee has the right to appeal the decision of the Assistant Superintendent to the Superintendent, who may change the evaluation, remand the evaluation back to the evaluator, or let the evaluation stand. The decision of the Superintendent is final.

ARTICLE 15. CLASSIFIED DISCIPLINE PROCEDURE

15.1 Probationary Period

15.1.1 Classified employees shall serve a period of probation which shall be six (6) months in duration.

15.1.2 During the probationary period, a classified employee may be released without cause.

15.2 Permanent Classified Employees Discipline & Dismissal

15.2.1 Discipline shall be imposed on a permanent member of the classified bargaining unit only for just cause and pursuant to this Article and pertinent law(s). No disciplinary action shall be taken for any cause that arose more than two (2) years preceding the date of the filing of notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing District. A permanent employee is one who has completed an initial probationary period of twelve (12) months beyond the initial date of employment by the District and is referred to in this procedure as an "employee."

15.2.2 Whenever possible, disciplinary action will be taken only after the employee has been counseled by his/her immediate administrative supervisor and/or Superintendent regarding unsatisfactory actions or lack of action.

15.2.3 A permanent employee may have disciplinary action taken for any of the following causes:

1. Unauthorized absence
2. Conviction of a crime
3. Incompetency or inefficiency
4. Insubordination
5. Neglect of duty
6. Intoxication while on duty, drinking or possession of alcoholic beverages on the job.
7. Illegal use, possession, sale or otherwise furnishing or being under the

influence of any controlled substance as defined by the Health and Safety Code.

8. Conviction of a sex offense as defined in the Education Code.
9. Conviction of narcotic offense as defined in the Education and Penal Code.
10. Disorderly or immoral conduct while on duty.
11. Willful violation of District policy and regulations or of an order made by the employee's immediate supervisor or by a District Administrator.
12. Willful violation of the State law(s) while on duty.
13. Negligent or willful damage to District property or waste of public supplies or equipment.
14. Falsification of application.
15. Dishonesty while on duty or in employment related matters.
16. Repeated unexcused tardiness or absences.
17. Inability to work harmoniously with other employees of the District.
18. Discourteous treatment of the public, fellow employees or students.
19. Evident unfitness for duty.
20. Failure to maintain licenses or certificates required for the position.
21. Misappropriation of District funds or property.

15.3 Letter of Reprimand

A reprimand or warning notice relating to action or lack of action may be placed in an employee's personnel file. The employee shall be provided a copy and a notice of opportunity to reply. The employee must be given at least ten (10) workdays to reply before the document is placed in his/her personnel file. The employee's written comments/response, if any, must be attached to the reprimand or warning notice.

15.4 Types of Disciplinary Action

- 15.4.1 Demotion: An employee may be demoted to a lower salary classification for cause and in accordance with this procedure.
- 15.4.2 Suspension: An employee may be suspended for cause and in accordance with this procedure for a period of up to sixty (60) workdays without pay.
- 15.4.3 Dismissal: An employee may be dismissed for cause and in accordance with

this procedure.

15.4.4 Involuntary Reassignment: Involuntary reassignment is a change of assignment whereby an employee is deprived of an incident of classification.

15.4.5 Involuntary Demotion: Involuntary demotion is placement in a lower classification.

15.5 In Writing

Since disciplinary action is a very serious matter, cause shall be determined to exist if evidence has been submitted in writing to the employee and the employee's supervisor.

15.6 Recommendation of Disciplinary Action: Notice

The Superintendent shall recommend disciplinary action to be taken against a permanent classified employee to the Board of Trustees. For action other than provided in 15.11 below, the employee shall be entitled to a hearing before the Board of Trustees prior to imposition of disciplinary action by the Board. The hearing shall be held within a reasonable period of time, but not less than five (5) workdays after the filing of a request for a hearing. The Superintendent shall serve written notice on the employee, either by personal service or by certified mail. Said notice shall contain the following:

15.6.1 A statement of the specific charges against the employee including:

- a. A statement in ordinary and concise language of the specific acts and/or omissions upon which the disciplinary action is based; and
- b. A statement of the cause for the recommended disciplinary action. If it is claimed that the employee has violated a District regulation or order, that regulation or order must be set forth.

15.6.2 A statement of the disciplinary action which is being recommended.

15.6.3 A statement of the employee's right to a hearing on the charges and to be represented at such hearing by a representative of his/her choice.

15.6.4 The right to have such hearing conducted in open or closed session;

15.6.5 A statement of the time within which the employee may request a hearing which shall not be more than five (5) workdays after service of the notice to the employee. This notice shall be effective upon personal service or deposit with the United States Postal Service. The notice shall be accompanied by a form which, when returned by the employee, shall constitute a demand for a

hearing and denial of all charges. Failure to request a hearing in writing within the specified time shall be deemed to be a waiver of the right to hearing.

15.7 Access to Material

The employee or his/her authorized representative may, upon request, have copies of the material upon which the charges are based.

15.8 Hearing Before Governing Board/Hearing Officer

15.8.1 The hearing shall be conducted by the Governing Board or at its option, may appoint a hearing officer for purposes of conducting a disciplinary hearing.

15.8.2 The employee may be represented at the hearing by a representative chosen by the employee.

15.8.3 The hearing shall be in closed session unless a public hearing is requested by the employee.

15.8.4 The employee shall have the right to personally appear and testify, to call, or through a representative call witnesses, examine and cross-examine.

Witnesses shall be called individually and excused after testifying if so requested by the employee.

15.9 Results of Hearing, Decision

15.9.1 If the hearing is conducted by a hearing office, such decision shall be rendered as soon as possible and presented to the Board at its next Board meeting. The Board shall adopt such decision as its decision.

15.9.2 A copy of the written decision by the Board shall be sent to the employee and his/her representative no later than five (5) workdays after it is adopted. The decision shall include findings of fact and determination of issues by the Board of Trustees.

15.10 Suspension with Pay

In cases of dismissal and/or where it is felt that district personnel, students, district property or the public are endangered, the Superintendent may suspend an employee with pay by giving a written notice to the employee and to CSEA prior to a hearing being held.

However, the procedure for notice, hearing, etc., as provided in this Article shall be followed. The employee shall remain in paid status until a final decision has been made

which may include disciplinary action or reinstatement to the position held prior to the suspension.

15.11 Suspension of Five (5) Days or Less

The employee's management supervisor may make a recommendation for suspension without pay to the superintendent or designee. The Superintendent or designee shall hold a meeting with the employee and a representative of the employee's choice and his/her management supervisor for the purpose of discussing the proposed discipline. A suspension without pay for a period of five (5) days or less may be imposed by the Superintendent or designee immediately following the meeting. The employee may appeal the suspension to the Governing Board pursuant to the procedures outlined above. Should an appeal be filed and the suspension be overturned by the Governing Board the employee shall be made whole for the amount of the lost wages.

ARTICLE 16. SEVERABILITY

16.1 Savings Clause

If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by government 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 a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

ARTICLE 17. LAYOFF

17.1 Reason for Layoff

Layoff may occur only when the Board of Trustees determine that the District has insufficient funds to maintain a given level of service or that the District no longer needs to have the service provided.

17.2 Notice of Layoff

The District shall notify both CSEA and the affected employee(s) in writing at least 60 days prior to the effective date of the layoff(s). The District and CSEA shall meet no later than two weeks following the receipt of any notices of layoff to review the proposed layoffs and determine the order of layoff within the provisions of this agreement and the effects of the layoff, if requested by CSEA. Any notice of layoffs shall specify the reason for layoff and identify by name and classification the employees designated for layoff. Failure to give written notice under the provisions of this section shall invalidate the layoff.

17.3 Reduction in Hours

Reduction in hours is defined as either a reduction in the number of hours worked per day, per week, per month or per year. A reduction in hours does not involve a separation from service. The District shall notify CSEA of any intention it has to reduce the hours of any position in the bargaining unit and the District and CSEA shall then meet and negotiate both the decision and effect as required by the PERB.

17.4 Order of Layoff

Any layoff shall be affected within a class. The order of layoff shall be based on seniority within that classification and higher classes throughout the District. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on the date of hire for the employee in the class plus higher classes. The employee's hire

17.5 Bumping Rights

An employee laid off from his or her present class may bump into a lower class in which the employee has served and has achieved greatest seniority considering his/her seniority in the lower class and any higher classes.

17.6 Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights

under this agreement.

17.7 Equal Seniority

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

17.8 Reemployment Rights

Laid off persons are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff.

17.9 Voluntary Demotion or Voluntary Reduction in Hours

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and shall be granted the same rights as a person laid off and shall retain those rights for an additional 24 months, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

17.10 Retirement in Lieu of Layoff

Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) working days prior to the effective date of proposed layoff complete and submit a form provided by the District for this purpose.

The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with Section 17.8 of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent government code sections.

The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired. Any election to retire after being on a reemployment list shall be retirement in lieu of layoff within the meaning of this section.

17.11 Seniority Roster

The District shall maintain an updated seniority roster indicating employees' class seniority, and hire date seniority. Such roster shall be available for inspection by CSEA during usual working hours.

17.12 Notice of Job Vacancies

Any employee who has been laid off or reduced in hours shall be notified in writing by the District of any vacancies in their previous class. Such notice shall be sent by certified mail to the last address given the District by the employee.

17.13 Employee Notification to District

An employee shall notify the District of his or her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice. If an employee is offered reemployment in his or her original classification and fails to accept it, he or she will have lost all reemployment rights.

17.14 Reemployment in Highest Class

Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

17.15 Improper Layoff

Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error. If such an error is made because of an error in seniority computation, the employee will be reimbursed for all lost salary and benefits for up to two months if the employee files a claim within the two-month period. Actions taken against employees as disciplinary measures, i.e., suspension determination, shall not be subject to the provisions of this Article.

ARTICLE 18. COMPLETION OF MEET & NEGOTIATION

This document constitutes the complete Agreement between the parties and concludes negotiations for the term of this Agreement, except as set forth in the reopeners or as required.

ARTICLE 19. MISCELLANEOUS

- 19.1 On a yearly basis, between September 1st and December 1st, the District shall provide each CSEA unit member a copy of the District "Staff Directory."
- 19.2 Within thirty (30) days of ratification, the District shall supply to CSEA a copy of the new contract, or amendment, for proof-reading and approval. Once approved by CSEA, the District shall then print with date of revision at the bottom of each page and provide copies and list of unit members to all school office managers to distribute to the unit members at their site. The District shall provide new employees with a copy upon employment.
- 19.3 The District shall notify CSEA of the name, phone number (unless the employee has requested that it not be published) and work site of any new member of the bargaining unit within one (1) week of employment.
- 19.4 In accordance with the Memorandum of Agreement dated July 2, 1991, the parties agree to the following seniority provisions pertaining to the classifications of Custodian and Custodian/Maintenance/ Groundskeeper. The intent of this provision is to preserve the seniority rights of the affected classifications. It is not intended to change the work requirements or job descriptions of any employee within those classifications.
- All Custodian/Maintenance/Groundskeepers who currently work night shift shall be retitled to Custodian. They shall maintain their current placement on the salary schedule and shall advance on the Custodian/Maintenance/ Groundskeeper salary schedule in accordance with the applicable provisions of the contract.
- Custodians and Custodians/Maintenance/Groundskeepers hired before October 24, 1989 shall maintain seniority in both the Custodian and Custodian/ Maintenance/ Groundskeeper classifications.
- All Custodians hired on or after October 24, 1989 shall be placed on the Custodian salary schedule.
- All Custodian/Maintenance/Groundskeepers who are being retitled as Custodian shall be granted an interview along with outside candidates for any new or vacant Custodian/Maintenance/ Groundskeeper position by filing a written notice with the Personnel Office.

All Custodian/Maintenance/Groundskeepers who are being retitled to Custodian who have formerly held a Custodian/Maintenance/ Groundskeeper day shift position shall have lateral transfer rights as provided in Article 13.1.1 for any new or vacant Custodian/ Maintenance/ Groundskeeper position.

- 19.5 In all instances, the terms “Director of Personnel” and “Assistant Superintendent of Personnel” and “Assistant Superintendent of Human Resources” shall be synonymous.

ARTICLE 20. RECLASSIFICATION

20.1 Definition

Reclassification means the redefining of a position to account for changes in technology, duties, or work that may alter the nature of the current classification and includes the upgrading of a position to a higher classification as a result of an increase of the duties and responsibilities being performed by an incumbent are inconsistent with his/her classification. Requests to reclassify all unit members within a classification having more than one (1) unit member are not covered by this reclassification process and shall be negotiated between the District and CSEA. These requests for reclassification shall be an annual automatic reopener.

20.2 Request for Reclassification

During the month of February each year, reclassification may be requested for any position in Appendix "B" of this Agreement. The request for reclassification shall be completed on the "Request for Reclassification Form" which is available from the Human Resources Department. The request for reclassification shall contain the following:

- 20.2.1 The classification or position to be reclassified;
- 20.2.2 The existing job description and salary placement;
- 20.2.3 The proposed job description and salary placement;
- 20.2.4 The basis for reclassification, including 1) knowledge and skills required, 2) scope and complexity, 3) responsibility, 4) working conditions/ physical effort, 5) working out of classification, 6) difficulty in retention of employees, 7) difficulty in recruitment of qualified employees, 8) relative relationship to other positions in the bargaining unit.
- 20.2.5 If a position is reclassified and there is no incumbent, the job shall be posted.

20.3 Reclassification Panel

- 20.3.1 Reclassification requests shall be reviewed by a panel composed of one (1) District appointee, one (1) CSEA appointee and a neutral third party agreed upon by the District and CSEA.
- 20.3.2 The cost, if any, of the neutral shall be equally shared between District and CSEA.

20.3.3 The panel shall meet once a year in March. The District, CSEA, and the unit member may present information to the panel, either orally and/or in writing.

20.4 Decision of the Panel

20.4.1 The deliberation of the panel shall take place in closed session. The panel shall have the authority to adopt, reject, or modify the reclassification request.

20.4.2 All three (3) panel members must agree for the decision of the panel to be final. All panel members shall sign the decision.

20.4.3 In only two (2) of the three (3) panel members agree, the decision of the panel shall be referred to the bargaining parties for final determination. The parties shall meet within thirty (30) calendar days to accept or modify the panel's decision.

20.4.4 The reclassification shall be effective on July 1 following the decision.

20.5 Implementation of Decision

20.5.1 The unit member whose position is reclassified shall be placed on the step and range of his/her new classification that provides as close to a five percent (5%) salary increase as is possible and not less than four and one half percent (4.5%) unless the highest step of the new range is not five percent (5%) greater than the unit member's current salary. When the highest step of the new range is not five percent (5%) greater than the unit member's current salary, the unit member shall be placed on the highest step of the new range.

20.5.2 When a unit member is reclassified, the District will provide him/her with a new job description within thirty (30) days.

20.5.3 Any recommendation for a change in the job description shall be subject to negotiation between CSEA and the District.

ARTICLE 21. SAFETY

- 21.1 The District shall provide bargaining unit employees with safe working conditions in conformance with safety requirements imposed by state or federal law or regulations adopted under state or federal law within its financial and physical capabilities.
- 21.2 Employees shall be responsible for performing their job(s) in a safe manner. If assistance is required, it is the employee's responsibility to request it from his/her supervisor or, in an emergency, from a co-worker, preferably one in the same job classification.
- 21.3 Employees shall be responsible for reporting any unsafe conditions to the site administrator or to the District's Director of Maintenance and Operations.
- 21.4 No employee will suffer a reprisal for reporting an unsafe condition to the District.
- 21.5 The School Safety Plan shall be posted at Office, Custodian, and Kitchen areas.
- 21.6 Bomb Threat Procedures
 - 21.6.1 All bargaining unit members who are at the site of a bomb threat shall be relocated to an alternate work site if students are evacuated.
 - 21.6.2 The alternate work site shall be determined at the beginning of each school year and communicated to each bargaining unit member by the first day of school each year.
 - 21.6.3 Unit members shall report to the site administrator at the alternate work site and shall perform work assigned by the alternate work site administrator, their regular work site administrator or by a District administrator.
 - 21.6.4 Maintenance and Operations personnel shall report to their next scheduled assignment and shall report their location to their supervisor or return to the Maintenance Office for Instructions if they do not have another scheduled assignment.
 - 21.6.5 If the bomb threat is at the Maintenance Office, the Maintenance and Operations Department shall move to the District Office unless notified by the Director of Maintenance and Operations or district administrator that a different location has been selected.
 - 21.6.6 Unit members who are schedule to report for duty after the bomb threat shall

go to their alternate work site.

- 21.6.7 Unit members who have completed their work shift shall not return to work until their next scheduled work shift unless they are requested to do so by their site administrator or by a district administrator.
- 21.6.8 The District shall not permit unit members to volunteer for any duty at the scene of a bomb threat.
- 21.6.9 Unit members shall not return to the site of the bomb threat unless or until the site has been declared safe by the Public Safety Department or by another authorized agency.
- 21.6.10 Bargaining unit members shall not look for or accompany any official looking for suspicious items during any bomb threat.
- 21.6.11 Before relocating to an alternate site, each bargaining unit member shall report any suspicious item(s) in his/her immediate area to proper officials.

ARTICLE 22. DURATION

22.1 This agreement shall be effective for the period of July 1, 2021 through June 30, 2024.
This is a closed contract through June 30, 2024 with no reopeners for either party
except:
Each party may reopen one other article of their choice in the third year of the term of this
agreement.

| | |
|--|--|
| Accepted for District: | Accepted for CSEA: |
| <u>Jennifer Hansen</u> Jennifer Hansen | <u>John Grech</u> John Grech |
| <u>Letty Entinger</u> Letty Entinger | <u>Jessica Ballou</u> Jessica Ballou |
| <u>Mayra Perez</u> Mayra Perez | <u>Down Madrugá Griffin</u> Down Madrugá Griffin |
| <u>José Savage</u> José Savage | <u>Luigi Cardenas</u> Luigi Cardenas |
| <u>Lynzie Brodhun</u> Lynzie Brodhun | <u>Raquel Rivera</u> Raquel Rivera |
| _____ | <u>Jay M. Sulik</u> Jay M. Sulik |
| _____ | _____ |
| Date: <u>2/11/2023</u> | Date: <u>2/11/2023</u> |

APPENDIX A. WORK YEAR

Work Year: Effective with the 2010-11 School Year

Cafeteria Employees (Elementary)..... Student days + one
Office Assistant..... Student days + two
Base Kitchen (High School and Jr. High School)..... Student days+ three
(Holidays and Vacations shall be paid at the end of the school year.)

For the first three groups of employees: (Holidays and Vacations shall be paid at end of the school year unless the unit member notifies the District by May 1st of his/her choice to carry over vacation up to 15 days.)

Holidays and vacations shall be paid at the end of the school year unless the unit member notifies the District by May 1 of his/her choice to carry over vacation up to fifteen (15) days.

School Office Secretaries..... 11 month
(11 month School Office Secretaries shall take vacation within
their 11 month work year)

APPENDIX B. RESIDUAL UNIT-CSEA

CLERICAL

Office Manager
School Office Secretary
Registrar
Student Records Clerk
Clerk Typist II
Clerk Typist I
Information Technology Assistant
Community Liaison
Office Assistant
ASB Bookkeeper
Staff Secretary
Secretary to Director
Administrative Secretary
Account Clerk IIB
Specialized School Secretary

FOOD SERVICES

Cafeteria Manager II
Cafeteria Manager I
Assistant Cafeteria Manager
Cafeteria Assistant
Food Service Van Driver
Truck Driver, Food Services

MAINTENANCE/OPERATIONS

Maintenance Specialist II
Maintenance Specialist I
Grounds Specialist I

Groundskeeper
Head Custodian II
Head Custodian I
Custodian/Maintenance/Groundskeeper
Custodian
Shipping & Receiving Clerk

TECHNOLOGY

Information Technology Assistant
Systems/Technical Support

APPENDIX C. HEALTH & WELFARE BENEFITS

(Effective October 1, 2008)

Medical:

The District shall contribute, per eligible unit member per month to CVT, the composite premium charged for Kaiser Plan 4 coverage.

Kaiser Plans 2 and 4..... Employee and dependents
PPO Plans 1-Rx A, 1-Rx B, 2-Rx B, 2-Rx C, 3-Rx B, 3-Rx C,
4-Rx C and 9-Rx C and Pacific Care plan 2V Employee and dependents

Vision:

Vision Service Plan; C/15 G..... Employee and dependents

The District shall contribute, per eligible unit member per month to CVT, ninety percent (90%) of the amount established by CVT to provide the following vision coverage under VSP.

Eye Examination..... 1 each 12 months
Lenses 1 each 12 months
Frames..... 1 each 12 months
Office Co-pay.....\$15.00
2nd Pair of Glasses..... for \$20.00 deductible

Dental:

Delta Dental Employee and dependents

The District shall contribute, per eligible unit member per month to CVT, ninety percent (90%) of the amount established by CVT to provide the following dental coverage:

- No annual maximum on basic coverage, including crowns and cast restorations.
- Three cleanings per patient per year.
- Prosthodontics cost sharing 70/30 (up from 50/50 basic coverage).
- Nitrous oxide at no additional cost.
- \$2,000 lifetime maximum orthodontia cost sharing 50 / 50.

Life Insurance:

Unum Provident Life (\$50,000).....Employee Only

APPENDIX D. STIPULATIONS

Vacation:

Unit members shall earn five (5) fewer days of vacation in 2011-12, 2012-13 and 2013-14 school years. (This is approximately equivalent to a 2% across the board salary reduction.) Vacation leave accrual shall be restored to the current contract amount effective July 1, 2014.

Personal Necessity Leave:

The unit member may use at his/her election during the 2011-12, 2012-13 and 2013-14 school years not more than ten (10) days of accumulated sick leave in the case of personal necessity. The employee shall not be required to secure advance permission for leave. This provision sunsets on July 1, 2014.

Me Too:

For the term of this agreement, if any other bargaining unit, employee group, or the Board of Trustees gets restoration of health benefit coverage or the 2% salary reduction (which is unrelated to restoration of Workdays), CSEA shall receive the equivalent restoration.

230-22/6452222.2