

July 1, 2022 through June 30, 2025

AGREEMENT BETWEEN
GALT JOINT UNION SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
GALT CHAPTER #362

Board President

CSEA Representative

Updated as of June 21, 2023

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ARTICLE I

PREAMBLE

This agreement is between Galt Joint Union School District, hereinafter referred to as the "District" and the Galt Chapter 362 of California School Employees Association, hereinafter referred to as "CSEA".

ARTICLE II

RECOGNITION

- A. The District acknowledges that CSEA is the exclusive bargaining representative for all classified employees, yard supervisors, crossing guards and bus attendants. This excludes those that are Certificated, Management, Confidential, Supervisory, Substitute, and Short-term.
- B. The classifications for all bargaining unit positions are listed in Appendix A.

ARTICLE III

DUES DEDUCTIONS

- A. Employees shall have the right to join or not join CSEA.
- B. CSEA has the exclusive right to have the District deduct membership dues from bargaining unit employees. Deductions will be made upon the filing with the District, by the employee, or a signed dues authorization.
- C. Employees have the right to revoke their dues authorization at any time.
- D. CSEA shall indemnify and hold the District harmless from any and all claims, demands, suits, or any other actions arising from this article.

ARTICLE IV
CSEA RIGHTS

- A. CSEA may use school buildings for meetings subject to the availability of the facility. Prior approval will be required.
- B. On work sites of CSEA members, one (1) bulletin board, or section thereof shall be designated for CSEA to post official communications. The CSEA president/designee shall be responsible for the posting and contents of all such communications.
- C. CSEA may use the District mail service and employee mail boxes for their official communications, provided that the CSEA name is shown on the communication.
- D. A reasonable number of CSEA representatives shall have the right to receive reasonable periods of released time when meeting and negotiating and for the processing of grievances.
- E.
 - 1. CSEA representatives shall not interfere with or interrupt employees during the normal school day, at times when employees are performing their duties or any time when employees are in a paid status.
 - 2. CSEA representatives shall notify the employee's work site supervisor at least twenty-four (24) hours in advance, if it is necessary to meet with any employee while in paid status. Notification shall include the purpose and approximate length of time of the meeting.
 - 3. Official representatives of CSEA from outside the District visiting the work site shall follow Board Policy and/or the school's or department's procedure for visitors.
- F. CSEA shall file with the Superintendent annually and keep current the name, mailing address and telephone numbers of officers, negotiation team members, and authorized representatives of CSEA.
- G. Any CSEA correspondence related to the negotiation process, or any other District operation, excluding the grievance procedure, shall be directed to the Superintendent.
- H. Scheduled in-service activities shall be provided to CSEA members no later than thirty calendar days prior to the in-service. Classified employees shall participate in in-service activities that are appropriate to their classification.
 - 1. All trainings shall be scheduled during regular business hours. If an Instructional Assistant is required to attend both CPI and CPR certification courses during the same school year they shall be paid for both days.

- I. Beginning with 2006/07, the District agrees to negotiate the classified work year prior to implementation.
- J. The District shall provide paid release time for up to three (3) bargaining unit employees, selected by CSEA, for a total of five (5) days per school year to attend the annual State CSEA Conference. The District shall not be responsible for paid release time for bargaining unit employees who are not scheduled to work during the annual conference days. A substitute will not be provided by the District. Release time which is not used in one contract year may not be carried over to a subsequent contract year.
- K. The District shall notify CSEA of all newly hired bargaining unit employees within seven (7) days of the hire date. The notice shall include employees' name, classification, worksite, and contact information. CSEA shall maintain employee privacy.
- L. The District Human Resources Clerk shall meet with all newly hired CSEA members during their employee orientation to provide information or resources about union membership as prepared by CSEA membership. If the Human Resource Clerk is absent the CSEA Chapter President shall designate another District Office representative to provide CSEA membership information to new hires.
- M. CSEA shall have the opportunity to participate on interview panels for all bargaining unit positions and supervisors of bargaining unit positions.
 - 1. The CSEA Chapter President shall designate a CSEA member from the appropriate classification to participate on interview panels. Interviews will not be delayed, should CSEA not have a panel member available. Interviews may take place before, during or after the work day.
 - 2. The District shall provide the CSEA Chapter president with the time and location of interviews at the time they are scheduled.

ARTICLE V
HOURS AND OVERTIME

- A.
1. All full-time employees shall be assigned eight (8) hours daily and forty (40) hours weekly.
 2. All full-time employees shall have a thirty (30) minute unpaid lunch period daily and a fifteen (15) minute rest period in the morning and afternoon. The employee may be granted a longer unpaid lunch period if approved in advance by their Supervisor.
 3. The District shall establish the work schedule (i.e. 8:00 a.m. to 5:00 p.m.) of all employees. If a permanent change in employee(s) work schedule is more than one (1) hour per day, the District shall negotiate such change with CSEA prior to implementation of the change.

The District may temporarily adjust the work schedule of employees during the summer, winter and spring recesses provided that an employee does not have a conflict in the change. In the event an employee has a conflict of a temporary work schedule change, the District shall allow the employee to continue to work their regular assigned shift.

- B.
1. All part-time employees shall be assigned less than eight (8) hours daily and less than forty (40) hours weekly.
 2. All part-time employees working four (4) hours per day or more will have a fifteen (15) minute rest period.
- C.
1. Upon prior approval of the supervisor, an employee may work overtime in an emergency or for another valid reason.
 2. Overtime includes work on holidays; work in excess of eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week.
 3. Overtime shall be paid at the rate of one and one-half (1 ½) times an employee's regular hourly rate.
 4.
 - a. An employee having a regular workweek of five (5) consecutive days and an average workday of four (4) or more hours shall be paid for any work required to be performed on the sixth or seventh day at one and one-half (1 ½) times their regular hourly rate.
 - b. An employee having a regular workweek of five (5) consecutive days and an average workday of less than four (4) hours shall be paid for any work required to

be performed on the seventh day at one and one-half (1 ½) times their regular hourly rate.

5. Custodial overtime shall be offered on a rotational basis, based on seniority at the site.
- D.
1. Overtime may also be compensated as compensatory time off (CTO). Employees authorized to work overtime may elect either wages or CTO.
 2. Employees electing CTO shall work with their supervisor to schedule the CTO at a mutually agreeable time, but not later than December 31 of the following year.
 3. If unable to schedule by December 31 of the following year, the CTO shall be paid to the employee on the next available pay warrant.
- E.
1. Any employee called into work on a day when he/she is not regularly scheduled to work shall receive a minimum of two (2) hours pay at the overtime rate.
 2. Any employee called back to work before or after completion of his/her regular assignment shall receive a minimum of two (2) hours pay at the overtime rate.
- F.
1. The District may offer an employee the opportunity to perform duties in another related position. An employee may volunteer to perform duties in another related position.
 2. A trained or qualified employee may be required by the District to perform duties in another related position with no loss of employee hours.
 3. If the related position in 1. or 2. above is a higher ranked position and the duty period exceeds three (3) working days within a fifteen (15) working day period, that employee's hourly pay rate shall be adjusted upward to either Step 1 of the related position's hourly pay range or a five percent (5%) increase, whichever is higher, for the period of duty.
- G.
- If ten (10) month employees are required to work additional hours by the District, employees shall receive their regular hourly rate of pay.
- H.
- The work year for ten (10) month employees shall include no less than all certificated work days between the first and last day of the student instructional year. For instructional assistants and bilingual instructional assistants, the work year shall be no less than 165 student days.
- I.
1. If the District operates summer school or provides a service for a non-District program, it shall assign for service regular District employees. ("Migrant Ed" is an example of a non-District program).

2. No employee shall be required to perform services during summer school.
 3.
 - a. When it is necessary to assign employees not regularly assigned during summer school, such assignment shall be made on the basis of qualifications in each classification of service required. Qualifications shall be defined as below:
 - i. Skills needed to perform summer duty.
 - ii. Number of years experience in the classification.
 - iii. Number of years substitute experience or out of class in that classification.
 - b. If more than one (1) employee in a classification applies for summer work, and qualifications are equal; the work shall be assigned on a rotating basis based on seniority. Transportation shall follow the provisions of Article XV.
 4. An employee assigned to work during the summer recess period in his/her normal classification shall receive, on a pro-rata basis, no less than the compensation and benefits applicable to that classification during the academic school year.
 5. An employee assigned to work during the summer recess period in a classification other than his/her normal classification shall receive, on a pro-rata basis, no less than the compensation and benefits applicable at the step earned during the previous instructional year and in the appropriate salary range of classification in which summer work is assigned.
 6. Summer school hours shall be included as regular pay and not supplemental pay pending approval by the County Office of Education.
- J. In the event that member is out on leave for a period of ten (10) days or more, the most senior member in the same classification at the school site shall be given priority to fill the position.

ARTICLE VI

HOLIDAYS

- A. The following are holidays for all eligible employees:
1. July 4th (12-month employees only)
 2. Labor Day
 3. Veterans' Day
 4. Thanksgiving Day
 5. The day after Thanksgiving Day
 6. The day before Christmas
 7. Christmas Day
 8. The day after Christmas
 9. New Year's Day
 10. Martin Luther King, Jr. Day
 11. Lincoln's Birthday
 12. Washington's Birthday
 13. Spring Holiday (Friday before Easter Sunday)
 14. Memorial Day
 15. Juneteenth
- B. When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on Sunday, the following day, not a holiday, shall be deemed to be that holiday.
- C. Every day declared by the President or Governor of the State as a Public Fast, Thanksgiving, or Holiday, which requires schools to be closed, shall be a paid holiday for eligible employees.
- D. All bargaining unit members shall be entitled to the paid holidays in this Article provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

ARTICLE VII

VACATION

- A. All employees shall earn paid vacation on a fiscal year (July 1 – June 30) basis.

- B.
 - 1. All employees shall take their full annual vacation each year, but not later than June 30 of the following year.

 - 2. If an employee is not permitted to take his/her full annual vacation by June 30 of the following year, the amount not taken shall be paid to the employee on the next available regular pay warrant.

 - 3. The District shall provide all bargaining unit members a quarterly report on accrued vacation.

- C. The District and CSEA agree to the following items included in Article VII, Vacation, Item C. The purpose of these changes is to clarify the accrual method for employees with different working day calendars. The rate will be based on a 247-day calendar. All employee calendars less than 247 days will receive the appropriate prorated vacation days. (Example: 195-day calendar will be divided by 247 days (full year) to determine the accrual rate of $195/247 = 0.79$. A 2nd year employee who works 247 days will receive 12 days of paid vacation. A 2nd year employee who works 195 days will received 12 days x .79 accrual rate = 9.48 vacation days)

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

Years of Service	Calendar	Accrual Rate	Vacation Days
1 to 5 years	247 days	1.00	12.00
	225 days	0.91	10.92
	195 days	0.79	9.48
6 to 10 years	247 days	1.00	16.00
	225 days	0.91	14.56
	195 days	0.79	12.64
11 to 19 years	247 days	1.00	20.00
	225 days	0.91	18.20
	195 days	0.79	15.80
20 + years	247 days	1.00	22.00
	225 days	0.91	20.02
	195 days	0.79	17.38

- D. Pay for vacation shall be the same at that which the employee would have received had she/he been in a working status.

- E. Employees who work less than 12 months per year shall earn annual paid vacation on a prorated basis. It shall be computed into their annual wages in lieu of paid time off and divided equally in regular monthly pay warrants.
- F.
 - 1. Employees shall apply for vacation on the appropriate District form to their Principal, Site Supervisor at least four (4) weeks in advance of the desired start date. All requests for vacation are subject to final approval by the Superintendent/Designee.
 - 2. Vacations will be approved only at times of the year when they will not interfere with unique site/District requirements. Attempts will be made however, to adjust vacation time to special needs on individual employees.
 - 3. Vacation requests per #1 above, shall be approved/denied within five (5) work days from the submission of the request on the appropriate form.
- G. An employee shall be permitted to interrupt or terminate vacation in order to begin another type of leave (e.g., bereavement) without a return to active service, provided the employee supplies notice and supporting information regarding such interruption or termination.
- H. Upon separation from District service, earned but unused vacation shall be paid to employees up to and including the effective date of the separation.
- I. If one (1) or more holidays fall within a scheduled vacation period, one (1) or more additional days of vacation shall be granted.

ARTICLE VIII
EMPLOYEE PERFORMANCE EVALUATIONS

- A. A permanent classified employee shall only be formally evaluated by an immediate supervisor or higher authority that has had the opportunity to observe the classified employee's performance for 5 or more months.
- B. The evaluation shall identify the employee's performance as appropriate. It will be in writing on a form prescribed for that purpose and will be discussed with the employee prior to being placed in the employee's file.
- C. If the employee disagrees with any aspect of the evaluation, he/she may prepare comments in writing to be attached to the evaluation within ten (10) workdays.
- D. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing these recommendations.
 - 1. For evaluations indicating two or more unsatisfactory indicators, a Performance Improvement Plan (PIP) is required.
 - 2. The employee may appeal the PIP in writing within ten (10) workdays to the Human Resources Department. Within ten (10) working days of receipt of such appeal, the Human Resources Department shall respond and render a decision whether to rescind, modify, or direct that the PIP be filed in the employee's personnel file with the employee's written statement attached.
 - 3. The employee and immediate supervisor shall meet within 90 days after the issuance of the PIP to assess whether the employee has met satisfactory performance standards. The PIP shall be terminated upon employee meeting satisfactory performance standards or renewed for an additional ninety (90) days.
- E.
 - 1. All newly hired employees or promoted employees are required to satisfactorily complete the six (6) month probationary period.
 - 2. Employees shall be considered permanent only after successful completion of the probationary period.

ARTICLE IX

LEAVES

A. Bereavement

1. a. In the event of an immediate family member's death, an employee will be entitled to three (3) days paid leave.
- b. If required travel out of state or more than four hundred (400) miles one (1) way is necessary, an employee will be entitled to two (2) additional days up to a maximum of five (5) days paid leave.
2. Immediate family means mother, father, grandmother, grandfather, grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, sister-in-law, brother-in-law, aunt, uncle, niece, nephew of employee, or any relative living in the immediate household of the employee.

B. Jury Leave

1. An employee will be authorized paid leave time if required to serve on jury duty during their normal assignment.
2. Effective July 1, 2002, employees who work evening shifts who are called to jury duty shall be considered temporarily transferred to a Monday through Friday day shift when actually required to report for jury duty.
3. Employees authorized this leave shall be paid the difference between regular earnings and any amount received for jury fees.

C. Court Leave

1. a. An employee will be authorized paid leave time, for District related matters, if ordered to appear as a witness in court or to respond to an official order from another government agency/jurisdiction.
- b. This leave shall not be authorized for an employee to appear/respond as a litigant or for reasons of any employee misconduct
2. Employees authorized this leave shall be paid the difference between regular earnings and any amount received for witness/responding fees.

D. Sick Leave

1. An employee assigned to a regular full-time position accrues sick leave at the rate of one (1) day for each month of service. An employee assigned to a regular part-time position accrues sick leave on a pro-rated basis. Upon initial employment, an employee is credited with the sick leave that he would normally accrue during the first six (6) months of service. At the end of the six (6) month probationary period, the employee will be credited with the remaining days to be earned during the first year of employment.
2. In order to receive compensation while absent on sick leave, the employee must notify the District as soon as the absence is known.
3. Sick leave does not accrue during periods of absence without pay that are over two (2) weeks, but does accrue during all periods of leave with pay.
4. Verification by a doctor may be required after an absence of five (5) consecutive working days.
5. The District reserves the right to require medical verification of illness for shorter periods of time.
6. Immediately upon return to work after such absence, the employee shall fill out the appropriate form for reporting such absence and file it with the business office.
7. Any sick leave benefits earned, but unused on the date of termination of an employee who is retiring, shall have this unused sick leave converted to retirement credit in accordance with Government Code 20962.5.
8. Sick leave may be used for the catastrophic illness of a family member upon exhaustion of personal necessity leave. Family member is defined in Appendix D, Sick Leave Support System, and Section C.
9. The District shall provide all bargaining unit members a quarterly report on accrued sick leave and vacation.

E. Personal Necessity Leave/Personal Business Leave

1. An employee may use his/her accumulated sick leave in cases of personal necessity.
2. The employee may be required to furnish additional documentation, if the supervisor suspects abuse, misuse or a pattern in absenteeism.

3. An employee may use personal necessity to care for family illnesses.
4. Reasons which shall be considered as personal necessities are the following. (Prior notice shall be required before taking the leave), except in unforeseen circumstances.
 - a. Death of a relative or close friend.
 - b. Accident involving his/her person or property, or the person or property of a member of the immediate family of such emergency nature that the immediate presence of the employee is required during his/her workday.
 - c. Appearance in court as a litigant, party or witness under subpoena.
 - d. Serious or critical illness of a member of the immediate family calling for services of a physician, and of such an emergency nature that the presence of the employee is required during his/her workday.
 - e. Doctor's visits.
 - f. Other reasons approved by the employee's principal/supervisor.

F. Personal Reason Leave

1. An employee may elect to use two (2) days of his/her accumulated sick leave, per year, for personal reasons.
2. Personal Reason Leave requires at least one (1) workday written notice to the site supervisor, except in unforeseen or unavoidable situations.
3. Personal Reason Leave may not be used in the following situations:
 - a. Shall not be taken on the day before/after a holiday or recess period.
 - b. Shall not be used to engage in any activities related to a work stoppage.
 - c. Shall not be used to seek or engage in other employment.

G. Extended Illness Leave

1. If an employee is absent from duty because of illness or accident for a period of five (5) months or less, the amount deducted from his/her salary during the absence shall not exceed the cost of a substitute.

2. If a substitute is not employed while an employee is on extended illness leave, the bargaining unit member shall be entitled to their regular salary for all hours not worked by the substitute.
3. The five (5) month period begins on the first day of illness.
4. The differential pay commences after entitlement to all earned sick leave, comp time, vacation, and all available paid leave has been exhausted.

H. Industrial Accident or Illness Leave

1. An employee shall receive sixty (60) working days of leave with pay in any one fiscal year for an industrial accident or illness which is defined as one where the employee becomes ill or is injured while he/she is serving the District and the accident or illness is reported to the State Compensation Insurance Fund in accordance with their regulations, and the State Compensation Insurance Fund accepts responsibility for the treatment of the employee.
2. Allowable leave shall not accumulate from year to year.
3. Industrial accident or illness leave will commence on the first day of absence.
4. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this State, exceed the normal wage for the day.
5. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
6. When an industrial accident or illness occurs at a time when the full sixty (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.
7. The industrial accident or illness leave of absence is to be used in lieu of sick leave. 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 workers' compensation, he/she shall be entitled to use only so much of his accumulated sick leave or available sick leave, accumulated compensatory time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.

8. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensatory time or other available leave provided by law, the employee shall endorse to the District wage loss benefit checks received under the workers' 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 or entitlement to leave shall be made only in accordance with this section.
9. Any employee receiving benefits provided in this section shall during the periods of injury or illness, remain within the State of California unless the Superintendent authorizes travel outside the state.
10. The Superintendent, or designee, shall require certification by the attending physician that the employee is medically able to return to and perform the duties of his/her position.
11. An accident report shall be filed with the business office within 24 hours after the occurrence of the accident.

I. Maternity Leave

1. An employee may use sick leave for disabilities caused by pregnancy, miscarriage, and/or childbirth of the employee or employee's spouse.
2. The necessity for use of this leave, including the estimated dates on which the period of disability shall begin and end shall be verified in writing by the employee's or spouse's doctor.
3. If that doctor determines that the estimated dates need to be changed, the employee will provide the doctor's written verification to the District as soon as possible.
4. The employee shall provide the District written notice of intent to use this leave sixty (60) calendar days prior to the beginning of the disability period, except in unforeseen or unavoidable situations.

J. Parental Leave

The Board may grant an unpaid parental leave, not to exceed one (1) year, to an employee for child rearing. Terms, such as beginning/ending dates and length of leave, shall be mutually developed by the employee and the administration.

K. General Leave

A request by an employee to be absent without pay from regular duties for reasons other than those covered by this agreement may be granted at the discretion of the Board. Terms, such as beginning/ending dates and length of leave, shall be mutually developed by the employee and the Administration.

L. Personal Absence Without Pay

No leave for personal business or pleasure will normally be granted to classified employees during the regular school/fiscal year. If any leave is approved by the Superintendent, full pay will be deducted from the employee's salary for those days he/she is absent. The deduction for this absence will be determined by the hourly rate of the absent employee.

M. Family Care Leave

The District and CSEA shall follow all Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) guidelines.

N. Military Leave

The rights of employees to military leave are as specified in the Military and Veteran's Code.

ARTICLE X
TRANSFERS

- A. A transfer is defined as a change in work location of a bargaining unit member from one work site to another work site within the same classification.
- B. Work site is the location where an employee is regularly assigned and performs their duties, or the location from which they perform duties throughout the District.
- C. A vacancy is defined as the creation of a new position by the District or when an existing position becomes vacant.
- D. A change in the unit member's assignment within the same job classification and within the same work site is not a transfer.
- E. Involuntary Transfers
 - 1. No Employee shall be involuntarily transferred for disciplinary reasons.
 - 2. An employee shall be given written notice at least ten (10) workdays prior to the effective date of an involuntary transfer, except in unforeseeable circumstances. An employee provided less than ten (10) workdays notice shall receive compensation commensurate with one full day's pay for each workday below the ten (10) workday minimum.
 - 3. A unit member shall not be involuntarily transferred more than once during a fiscal year.
 - 4. When an involuntary transfer is necessary, the District shall first seek volunteers. If there are no volunteers the least senior person (s) shall be selected for the transfer.
- F. Voluntary Transfers
 - 1. Vacancies shall be posted by the District at each school site and at the District Office for not less than five (5) workdays prior to opening the vacancy to outside applicants. A transfer opportunity notice shall be provided to employees within the classification. The position shall not be posted for outside applications during the five (5) day period.
 - 2. Any employee shall apply for a transfer by filing a written notice with the District Office within the above five (5) day period.

- G. In granting voluntary transfers, the District shall grant the transfer to the most senior applicant within the classification, unless the applicant is currently attempting to conform to a Performance Improvement Plan (PIP) or has an overall rating of “needs improvement” on their most recent evaluation. Where the applicants have the same seniority date, a tie will be broken by lot. If a drawing by lot is required, the District shall notify the affected employees and the CSEA Chapter President who shall be present at the time of the drawing to verify.

ARTICLE XI
PROMOTION OPPORTUNITIES

- A. A vacancy is defined as the creation of a new position by the District or when an existing position becomes vacant.
1. Vacancies shall be posted by the District at each school site and at the District Office for not less than five (5) workdays prior to opening the vacancy to outside applicants.
 2. Any employee may apply for a vacancy within the above five (5) day period.
- B. All qualified employee applicants shall be granted an interview.
- C. In screening for qualifications and in filling vacancies, the District shall base their decision on the following:
1. The qualifications and recent training, and related experience of applicant as defined below:
 - a. Substitute experience or out of class in that classification
 - b. Employee experience with duties for a separate employer
 - c. Appropriate certifications
 - d. Training credentials
 2. The operational and educational needs of the District.
 3. The past two (2) evaluations of the applicant so long as the evaluation(s) occurred within the past three (3) years.
 4. If all of the above are equal, seniority will be the determining factor.
- D.
 1. If an employee is promoted, he/she shall be placed on the lowest step in the higher Range which provides a raise of at least 2.5% over the former range and step. The new rate will become effective on the first day of work.
 2. Any employee promoted shall be on a trial basis for up to six (6) months. If not successful in the new position, the employee shall be reassigned to his original or to a comparable position.

ARTICLE XII
RECLASSIFICATION

- A. Definition: Reclassification is the changing of a position to a different existing classification as a result of changes of the duties being performed by the incumbent in such a position.
- B. Reclassification Procedure: The primary purpose of the reclassification procedure shall be to ensure consistent review of duties contained in job descriptions and work actually performed by employees.
- C. In evaluating the request for review or in initiating a reclassification, the District shall consider the following:
 - 1. The level and nature of the duties and responsibilities the employee is regularly required to perform which are not covered by the job description.
 - 2. How the employee came to be assigned duties and responsibilities not covered by the job description (i.e., expansion of the functions of the school or office or possession by the employee of special skills or abilities).
 - 3. Comparison of the employee's actual duties with the duties shown on the job description.
 - 4. Relation of described position to other positions within the bargaining unit.
 - 5. Information given by the employee and the employee's supervisor to the District.
- D. The District will meet with CSEA to discuss the reclassification request.
- E. Decisions of the District shall be communicated in writing, to the employee and CSEA.
- F. As a result of reclassification, employees who hold or have held the position shall retain their seniority in the new classification using the original seniority date of the old classification.
- G. All reclassifications shall be subject to School Board approval.
 - 1. Decisions of the School Board shall not be grievable.

ARTICLE XIII
LAYOFF & RE-EMPLOYMENT

- A. 1. A layoff for the purpose of this Article shall be considered an involuntary separation of a permanent or probationary classified employee from active service due to lack of funds and/or lack of work. Layoffs shall be implemented in accordance with Education Code section 45117.
2. "Layoff for lack of funds or layoff for lack of work" includes any voluntary reduction in hours of employment or assignment to a classification or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.
3. In the event of a reduction in hours, the District and CSEA shall meet and negotiate upon the request of either party regarding the decision and effects of the reduction in hours.
4. Layoffs shall be made on a District-wide basis, and in reverse order of seniority in the classification in which the layoff occurs.
5. a. Seniority shall be determined by date of hire within each classification plus higher classifications.
- b. Date of hire shall be that date on which an employee first rendered paid service in probationary/permanent status.
- c. Seniority shall be earned in each classification, plus higher classifications, in which the employee has rendered paid service.
- d. New employees hired on same date shall be ranked on the seniority list by lot.
6. An employee laid off in one (1) classification who previously gained permanent status in a higher, equal or lower classification may bump into that classification provided his/her seniority is greater than the employee being displaced unless higher classification is a classification from which the employee was involuntarily demoted under AR4218.
7. An employee displaced as a result of being bumped shall have the same bumping rights as stated in paragraph five (5) above and other rights granted in this article.
8. An employee who elects separation in lieu of either bumping or assignment into a lower classification shall maintain his/her reemployment rights as defined in this article.

9.
 - a. A permanent or probationary employee who is to be laid off, shall be offered any temporary (substitute or short term) position available at that time for which the employee is qualified. Reemployment rights shall not be affected.
 - b. A permanent or probationary employee who is on the re-employment list will be given first consideration, before non-bargaining unit employees, for any substitute or short-term position available.
10. Before a layoff occurs, the District shall develop a seniority list which shall be made available to CSEA and the employees who are to be laid off.
11. Classification is defined as any position with a designated title and job description.
- B.
 1. Except as set forth in paragraph 3 below, the Board of Education shall initiate layoffs by Board resolution adopted no later than March 15th of each school year.
 2. Employees to be laid off, pursuant to paragraph one (1) above, shall be notified no later than March 15th by certified/registered mail sent to the most recent address provided to the District by the employee.
 3. In accordance with Education Code §45117(g), when, as a result of the expiration of a specially funded program, classified unit positions are going to be eliminated at the end of the school year, and unit member(s) will be subject to layoff for lack of funds, the unit members to be laid off the end of such program shall be given written notice of not less than sixty (60) days prior to the effective date of the layoff. If the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of layoff.
 4. For paragraph 3 above, layoffs, the notice shall be deposited in the U.S. Mail no less than sixty (60) calendar days prior to the effective date of the layoff. A list of employees to be laid off shall be made to the CSEA President.
 5. All such notices pursuant to paragraph 1, 2, or 3, above, shall contain the effective date of layoff, displacement rights, if any, and reemployment rights.
- C.
 1. Employees who have been laid off shall be placed on a reemployment list for a period of thirty-nine (39) months.
 2. Employees who elect fewer hours, or assignment to a lower classification, shall be maintained on the reemployment list for an additional twenty-four (24) months, for a

total of sixty-three (63) months.

3. Offers of reemployment shall be made in reverse order of layoff, within classification, as vacancies occur.
 4. An employee who has voluntarily consented to fewer hours in paid status in order to avoid separation from active service shall be placed on the reemployment list and shall be offered, by seniority, the opportunity to return to a position in his/her former classification with the number of assigned hours at time of layoff or to a position with increased assigned time, at his/her option, as vacancies become available.
 5. An employee bumping into a lower classification position shall be offered, by seniority, reinstatement to his/her former classification into a position with equal or more hours, at his/her former classification into a position with equal or more hours, at his/her option, as vacancies become available.
 6. Individuals on the reemployment list have either:
 - a. three (3) days to respond to a verbal offer of reemployment which, if refused, will be followed by written verification of the refusal, or
 - b. five (5) days to respond to a written offer sent by certified/registered mail, beginning the day deposited in the U.S. Mail to the most recent address supplied to the District by the employee.
 7. A permanent or probationary employee who is laid off and is subsequently reemployed shall retain seniority earned prior to the effective date of the layoff.
- D.
1. Sick leave earned and unused at the time of separation from employment shall be restored upon being reemployed.
 2. Sick leave credit earned at one (1) rate while in an employed status and unused at the time the hours in paid status are reduced, shall not change if the employee subsequently is assigned fewer hours.
 3. Employees laid off while on paid leave shall retain their employee benefits until the effective date of layoff.
 4.
 - a. Vacation time earned and unused at the time of layoff shall be paid off with the employee's final salary warrant.
 - b. Twelve (12) month employees accepting reduction of hours shall be paid the difference between their current earned vacation and what would have been

earned in a reduced-hour assignment.

5. For computation of credit toward longevity pay rate and additional vacation, time separated and on a reemployment, list shall not be counted. However, credit for these purposes earned prior to separation will be restored upon reemployment.
 6. The District will continue to provide the current health, dental and vision insurance coverage for one (1) month following the employee's final scheduled day of service.
- E. If an employee feels that he/she was improperly laid off, the employee shall meet directly with the Superintendent to discuss the employee's complaint. If the complaint is valid, the employee shall be reinstated to his/her former position.

ARTICLE XIV
GRIEVANCE PROCEDURE

A. Definitions

1. “Grievance” means a complaint of one (1) or more employees, or CSEA, that they have been adversely affected by a violation of this agreement.
2. “Grievant” means the employee, employees, or CSEA filing the grievance.
3. “Immediate Supervisor” means the person at the lowest management level who assigns, reviews, or directs the work of the employee.
4. “Party” means the grievant and/or CSEA and the District.
5. “Workday” means a day when the administrative offices of the District are open.

B. Procedure

Step 1 – Informal Discussion

The alleged violation shall first be informally discussed between the grievant and the Immediate Supervisor, or the Superintendent/Designee if Step 3, paragraph 3 applies.

Step 2 – Grievance (Immediate Supervisor)

1. If the alleged violation is not resolved during an informal discussion to the satisfaction of the grievant, a grievance may be filed. A grievance may be filed no later than fifteen (15) workdays after the event or circumstances occasioning the grievance.
2. A grievance shall be in writing on the Grievance Form (optional) and shall be filed with the Immediate Supervisor.
3. The Grievance Form/writing shall be completed to show the following:
 - Grievant’s name, position, and work location.
 - Date of alleged violation.
 - Date the grievance is delivered to the Immediate Supervisor.
 - Specific sections of the agreement alleged to have been violated.

- Circumstances of the grievance (concise statement of the facts constituting the alleged violation with dates, names, and places, as appropriate).
 - Remedy sought by the grievant.
 - Name of the representative, if any, chosen by the grievant.
 - Signature of the grievant(s).
4. Within ten (10) workdays after filing the grievance, the Immediate Supervisor shall investigate and respond in writing to the grievant. If the grievant is not represented by CSEA, a copy shall be sent to CSEA.

Step 3 – Grievance (Superintendent/Designee)

1. If the grievant is not satisfied with the decision at Step 2, he/she may appeal in writing within ten (10) workdays to the Superintendent/designee. The grievant shall identify each aspect of the Immediate Supervisor's decision with which the grievant disagrees.
2. The Superintendent/designee shall investigate the grievance as fully as necessary, and may conduct conferences with the grievant, who shall continue to have his/her right of representation. The Superintendent/designee shall respond within ten (10) workdays of the appeal to the grievant. That response shall state the Superintendent/designee's view of the facts and conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by CSEA, a copy shall be sent to CSEA.
3. If a grievance arises as a result of any action or inaction by an administrator higher than the immediate supervisor, the employee may present such grievance at Step III.

Step 4 – Mediation

1. If the grievant is not satisfied with the decision of the Superintendent/designee, CSEA shall, within ten (10) days of receiving the decision, either withdraw the grievance or contact the State Conciliation Service and request services of a mediator to assist in the grievance resolution.
2. The parties shall attempt to agree upon a mediator.
3. The parties shall meet with the mediator at times that are mutually convenient.
4. The parties may develop "ground rules" for this process themselves, or develop "ground rules" with the mediator, or permit the mediator to establish his/her own "ground rules".
5. A mutually acceptable mediated settlement shall be binding on both parties.

6. If both CSEA and the District agree, Step 4 may be waived.

Step 5 – Grievance (Advisory Arbitration)

Advisory Arbitration

1. If the mediation is not successful, CSEA shall have the right to refer the matter to Advisory Arbitration. Such referral shall be made in writing and submitted to the Superintendent within ten (10) workdays of mediation. Workdays shall be defined as those days the District Office is open. The Arbitrator shall hear the appeal and submit an advisory opinion. This decision is advisory only and the final decision may be heard and made by the Board. The cost of an Advisory Arbitrator shall be divided equally between the District and CSEA.
2. The parties shall attempt to agree on an Arbitrator. If the parties are unable to agree on an Arbitrator within three (3) workdays, either party may submit the matter to the State Conciliation Service. On receipt of the submission, the State Conciliation Service will send the parties a list of the names of five (5) available Arbitrators. Those Arbitrators must be members of the American Arbitration Association. The parties shall select an Arbitrator by a strike-out process from that list.
3. The decision of the Arbitrator is advisory only and the final decision may be heard and made by the Board. Within thirty (30) workdays of receipt of the Arbitrator's decision, the Board shall accept, reject or modify the Arbitrator's advisory decision.
4. The Board may not act to reject or modify any of the Arbitrator's findings of fact without a review of the transcript of the entire hearing record, briefs and exhibits. Before adopting, modifying or rejecting the decision, the Board shall permit oral arguments by both parties, upon the request of either party.

Time Limits

1. Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly.
2. Failure at any step to communicate the decision on a grievance within the specified time limit shall permit the grievant to appeal to the next step. Any grievance not advanced from one (1) step to the next within the time limits of that step shall be considered resolved by the District's response at the previous step.
3. An extension of any time limit may be made by mutual written consent of both parties.

Presentation

An employee or representative, or both, may present a grievance while on duty. No more than three (3) District employees may participate while on duty, whether grievants, representatives, or witnesses, unless approved by the District. That approval shall not be unreasonably withheld.

Representation

When the grievant is not represented by CSEA, no solution shall be finally approved until CSEA is given a statement in writing of the proposed solution and five (5) workdays in which to file a response.

Attendance

The District agrees that employees shall not suffer loss of compensation for time spent as a grievant, representative or witness at a hearing held pursuant to this procedure.

Grievance Form

The District and CSEA may mutually develop the Grievance Form.

ARTICLE XV
TRANSPORTATION

A. Definitions

1. Seniority: For the purpose of assignment of time and routes, seniority will be based upon the employee's original date of hire as a regular bus driver.
2. Bus Driver: Is a bus driver who is assigned a daily bus route.
3. Bus Aide/Yard Supervisor: Is a yard supervisor that is trained to support students and staff while riding the bus.
4. Dispatcher: Is an employee whose primary assignment is the dispatching of all district vehicles, the assignment of all field trips and extra assignments and assisting in the development of bus routes.
5. Maintenance, Operations and Transportation (MOT) Clerk II: Is an employee whose primary assignment is equally divided to support MOT.
6. Mechanic: Is an employee whose primary assignment is the repair and maintenance of district vehicles and power equipment.
7. Bus Route: Is a regular home to school, school to home. Anything else is designated as either a field trip or extra assignment.
8. Field Trip: Is the transportation of students for anything other than a bus route as defined above.
 - a. A weekday field trip is any field trip Monday through Friday.
 - b. A weekend field trip is any field trip Saturday or Sunday.
9. Extra Work Assignments: Is any assignment not considered a Galt Elementary School District home to school route or Galt Elementary School District field trip.
10. Workweek: Monday through Friday, regular contracted days.
11. Temporary Vacancy: A bus route that is not being driven by a regular driver for more than ten (10) consecutive work days

B. Seniority

1. Based upon the driver's original date of hire and continuous service as a bus driver in the classification, shall be the primary factor for first choice for the purpose of assignment of routes and field trips.
2. In the event two (2) or more drivers have the same hire date, the driver with the greatest number of hours in paid status in the transportation department shall have first choice. If hours in paid status are equal, the decision shall be made by lot.

C. Bus Route Bidding Procedures

1. Prior to the beginning of the school year, the district shall establish bus routes in order to implement the bidding procedure described below. A date shall be set prior to the beginning of each school year for bus routes to be bid by regular drivers. The district shall make available to regular drivers all routes to be bid at least three (3) working days prior to the date set for bidding. If a driver is unable to be present for the route selection, he/she may designate (in writing) another driver or a CSEA representative to bid in his/her absence.
2. The posted information will include starting and ending time, schools served, total number of estimated hours to be worked.
3. No routes will be assigned more than eight (8) hours per day.
4. Route changes of thirty (30) minutes or more occurring after initial bidding above will be filled according to the above procedures.
5. Summer school routes will be bid following the above procedures.

D. Field Trips

1. Night, weekend, holiday and additional trips not part of an employee's regular route shall be assigned from the volunteer trip rosters. The trip rosters will be made up of eligible bus drivers who sign up on a volunteer basis. Eligible bus drivers will be placed on the appropriate trip roster based on seniority. There shall be two (2) trip rosters. One for regular workweek field trips and one for weekend field trips. The trip rosters shall be posted and maintained on the field trip board. The names shall rotate from the greatest to least seniority. After the initial pass through the list by seniority, field trips shall be assigned to the driver with the least amount of accumulated field trips hours. Trip assignments shall be posted no later than Wednesday of the prior week.

Should special needs vehicles or equipment be required, the regular driver of the special needs' vehicle will be assigned to another vehicle.

2. If a bus driver passes on a trip, they shall be charged in the same manner as if they had taken the trip and the hours shall be accumulated as if they had taken the trip for purposes of assigning future field trips. The only exception shall be if a driver is required to attend a district required meeting or another related district business.
3. A bus driver will be given at least three (3) workdays advance notice of field trip assignment. Without this advanced notice, it will not be counted as a refusal. When another driver is assigned a trip after this type of refusal, it will count as their turn and they will be passed on the next available trip they would receive.
4. With twenty-four (24) hour notice to transportation supervisor or designee drivers may trade trips schedules within the same week, if both drivers agree.
5. An emergency or short notice trip (less than three (3) workdays advance notice) which has been rejected by a driver up to two (2) hours before departure time or last-minute request by school shall be assigned to an available driver on the list.
6. If a trip has been assigned and subsequently canceled, that bus driver shall be assigned the next available unscheduled trip.
7. If a trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time the driver is relieved of duties and the time duties resume the following morning.
8. A permanent record of all trip assignments will be maintained and posted in the transportation office for reference.
9. A driver that is on an extended leave more that (10) days shall be removed from the field trip rosters. Upon return the driver may request in writing to be placed on the field trip rosters. This request must be made at least twenty-four (24) hours prior to the weekly trip assignments posting. Drivers requesting to be added to the weekly trip list per this provision shall not be denied inclusion.

E. Extra Work Assignments

1. Extra work assignments shall be assigned in rotation by seniority.
2. The extra work assignment rotation list shall be maintained and kept in the transportation office.

D. Temporary Vacancies

1. Temporary vacancies (exceeding 10 days) of regular bus routes shall be filled by regular driver's first, by choice, in order of seniority. The route will be posted, as soon as practical, for not less than three (3) workdays. Any qualified driver may submit a bid during the posted time. If no contracted driver chooses to fill the temporary position it will be filled by a substitute driver. Upon the absent drivers return from leave, the "temporary" driver shall return to their original route.

E. Training and Qualifications

1. All drivers are required to demonstrate proficiency and the ability to safely operate all vehicles the district utilize to transport students.
2. All drivers are responsible to maintain all drivers' licensing requirements.
3. All drivers will be paid for time spent at required safety meetings and other service required to maintain drivers' licensing requirements.

F. Signing Bonus

Contracted Bus Drivers will receive a one-time signing bonus of \$1,500.00 for completing their first full year of service with the District subject to the following provisions:

The signing bonus will be disbursed in three payments:

- The 1st payment will total \$500.00 and be paid in the first payroll period upon employment.
- The 2nd payment will total \$500.00 and be paid in the payroll period following completion of a Bus Driver's six-month probationary period.
- The 3rd payment will total \$500.00 and be paid in the payroll period following completion of 12 calendar months of employment in the bus driver job classification.

This agreement shall go into effect on November 1, 2018.

G. Use of Video Cameras in District Owned Transportation Vehicles

1. Video cameras installed on any vehicle used for student transportation, for curricular and/or extra-curricular activities are for monitoring activity in the District vehicles, and promotion of passenger safety/security.

2. The videotapes and equipment will be maintained according to District policy and administrative regulations.
3. The retention of videotapes is to be in accordance with District policy and administrative regulations.
4. The events videotaped are to be used for deterring misconduct of students and promotion of the District's vehicle conduct rules and for accident or reported incident purposes.
5. An employee can request the supervisor pull the videotapes for a vehicle operated by that employee on any given day, for accident or reported incident purposes.
6. A supervisor can pull videotapes upon accident or reported incident for the supervisor and driver of that vehicle to review.

ARTICLE XVI
FIRST YEAR BUS DRIVER REIMBURSEMENT

First Year Bus Driver Reimbursement

1. Upon submission of applicable receipts, School Bus Drivers shall receive reimbursement for the required cost to obtain a School Bus Driver Certificate and License.
2. The reimbursement shall not exceed \$500.00 and is payable after completing their first full calendar year of service as a School Bus Driver.
3. Applicable receipts shall include the following:
 - a. DMV
 - b. CHP
 - c. Fingerprinting
 - d. American Red Cross
 - e. Physical
 - f. Strength Test
 - g. Any other applicable receipts
4. An employee's first day of service in the School Bus Driver classification will be used as the start date for calculating the one-year anniversary.

ARTICLE XVII

COMPLETION OF MEET AND NEGOTIATE/SAVINGS

- A. CSEA agrees that it has had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of meeting and negotiating according to State Law.
- B. This Contract constitutes the full and complete agreement of the parties and there are no others, oral or written. CSEA for the term of the Agreement specifically waives the right to demand or to petition for changes, whether or not the subjects were known to either party by the time of ratification as proper subjects for meeting and negotiating.
- C. Matters of common concern may be subject to negotiations upon the request and mutual agreement of both parties.
- D. Within thirty (30) days of ratification by both parties, the District shall print and make available to CSEA a sufficient number of copies of any contract modifications for all employees.
- E.
 - 1. If any provision of this Agreement should be held invalid by operation of law or by the final judgment of any court of competent jurisdiction, or by a final decision of the PERB, the remainder of this Agreement shall not be affected.
 - 2. In the event of invalidation of any provision of this Agreement, the parties agree to meet and negotiate replacement language upon the request of either party.

ARTICLE XVIII
PROFESSIONAL GROWTH PROGRAM

A. Purpose of Program

1. The Professional Growth Program is designed to improve the job performance of classified employees and to provide training to gain new skills, abilities and education that enhance career development.

B. Professional Growth Incentive Plan

1. The District shall offer all unit members a professional growth incentive plan. The plan shall provide incentive pay for unit members who attend approved professional growth educational trainings and courses. The plan shall be voluntary.

C. Eligibility

1. All permanent or part-time classified employees are eligible to enter the Professional Growth Incentive Program.

D. Criteria for the Program

1. The studies can be related to present or future job considerations.
2. The studies shall be in skilled areas of technical, academic, communications, interpersonal/personal growth, safety/first aid and inservice training.
3. Credit can be earned in college courses, including on-line courses, business courses, adult education, seminars, conferences, correspondence course, trade schools and CSEA leadership trainings.
4. Only one correspondence course shall be approved toward the 15 units requirement.
5. Courses must be completed to receive credit, with a passing grade of a "C" or better.

E. The point system will be used to determine if a unit member will receive an award/bonus. To qualify for Professional Growth Incentive Award, the unit member must complete 15 units. This will be set in terms of college units or its equivalent. In the case of non-unit studies, hours will be used to determine units. The standard of 15 hours of participation will equal one unit.

F. Courses may be counted one time only for professional growth credit. Courses in progress at the end of one fiscal year may be carried over to another year.

- G. Unit members completing a professional growth plan shall receive a one time award/bonus of 5% of their annual salary, during the declaration year. Limited to 4 times maximum.
- H. A Declaration of Intent to complete the units must be submitted to the District by February 15th, prior to the year in which an award/bonus will be paid.
- I. No more than one Professional Growth Incentive Award will be granted in any year.
- J. In order to obtain credit for approved completed coursework unit members need to submit (1) one of the following, by September 1st of the declaration year:
 - 1. Official transcripts
 - 2. Certificate verifying the number of hours completed, including dates of attendance.
- K. Unit members interested in taking advantage of the program must obtain prior approval from their supervisor and the Superintendent/Designee.
- L. If a unit member voluntarily terminates employment with the District for any reason and is subsequently reemployed, he or she shall not be entitled to professional Growth Incentive Awards that total more than a maximum of four awards during all years of employment.
- M. Unit members returned to employment following a layoff or return employment pursuant to Education Code sections 45192 or 45195 (rehire following disability) shall be entitled to reinstatement of all earned professional growth increments.
- N. Professional growth activities occurring prior to an employee's beginning employment/reemployment with the District shall not be credited in this program.
- O. Effective 2021-2022 school year, unit members will be recognized for the college degree completion with an ongoing annual stipend of \$250 Associate's Degree, increasing to \$500 for a Bachelor's Degree and increased to \$1,000 for a Master's Degree. Beginning in 2022, annually "Declaration of Intent to Complete Units" must be submitted to district by February 15th. Classified staff with current degrees must submit official transcripts by September 1st of the declaration year.

ARTICLE XIX
FRINGE BENEFITS

The District and CSEA agree to continue negotiating to explore alternative health care providers.

- A. 1. Effective January 1, 2023 each full-time employee may elect one (1) of the following health plan alternatives:

One Party

Plans	WHA - High	WHA - Low	Sutter-High	Sutter - Low	Kaiser- High	Kaiser - Mid	Kaiser – Low
Medical	786.70	593.41	816.50	751.90	825.18	756.98	534.08
Dental/Ortho	116.63	116.63	116.63	116.63	116.63	116.63	116.63
Vision	20.60	20.60	20.60	20.60	20.60	20.60	20.60
\$30,000 Life	3.75	3.75	3.75	3.75	3.75	3.75	3.75
Totals	927.68	734.39	957.48	892.88	966.16	897.96	675.06
District Allowance	900.00	900.00	900.00	90.00	900.00	900.00	900.00
Employee Share	27.68	0.00	57.48	0.00	66.16	0.00	0.00

Two Party

Plans	WHA - High	WHA - Low	Sutter-High	Sutter - Low	Kaiser- High	Kaiser - Mid	Kaiser – Low
Medical	1573.41	1186.83	1632.90	1503.80	1650.36	1513.96	1068.15
Dental/Ortho	116.63	116.63	116.63	116.63	116.63	116.63	116.63
Vision	20.60	20.60	20.60	20.60	20.60	20.60	20.60
\$30,000 Life	3.75	3.75	3.75	3.75	3.75	3.75	3.75
Totals	1714.39	1327.81	1773.88	1644.78	1791.34	1654.94	1209.13
District Allowance	900.00	900.00	900.00	900.00	900.00	900.00	900.00
Employee Share	814.39	427.81	873.88	744.78	891.34	754.94	309.13

Family

Plans	WHA - High	WHA - Low	Sutter-High	Sutter - Low	Kaiser- High	Kaiser - Mid	Kaiser – Low
Medical	2226.37	1679.36	2310.90	2128.20	2335.25	2142.25	1511.43
Dental/Ortho	116.63	116.63	116.63	116.63	116.63	116.63	116.63
Vision	20.60	20.60	20.60	20.60	20.60	20.60	20.60
\$30,000 Life	3.75	3.75	3.75	3.75	3.75	3.75	3.75
Totals	2367.35	1820.34	2451.88	2269.18	2476.23	2283.23	1652.41
District Allowance	90.00	900.00	900.00	900.00	900.00	900.00	900.00
Employee Share	1467.35	920.34	1551.88	1369.18	1576.23	1383.23	752.41

2. Employees shall pay any premium amount above the District Allowance.

- B. 1. The parties agree to continue the 125 Plan, at no cost to the District or employees.

2. Cash-in-lieu of benefits (\$150/month) is only available to classified employees hired prior to June 30, 2006.
3. Classified employees receiving cash-in-lieu of benefits, who return to district health care after June 30, 2006 will no longer be entitled to return to the cash-in-lieu status.

D. Effective December 1, 1988:

1. Full time employees who work eight (8) hours per day and at least ten (10) months per year are eligible for full fringe benefit coverage.
2. Part time employees working four (4) hours or more per day and at least ten (10) months per year are eligible for pro-rated fringe benefit coverage based on an eight (8) hour work day.
3. Employees hired prior to the above date (12/1/88) and eligible for pro-rated coverage based on a six (6) hour day, shall now have pro-rated coverage based on an eight (8) hour day. However, this shall be for purposes of increasing and not decreasing their pro-rated coverage.
4. Benefits will continue for employees working less than four (4) hours per day who were granted medical coverage prior to 10/1/84 and dental coverage prior to 11/18/85.

D. The District will provide paid medical insurance for employee only, upon retirement, after twenty (20) consecutive years of service to the District from age sixty (60) until age sixty-five (65). To be eligible, an employee must be no less than 60 years of age prior to the date of retirement.

E. The District agrees to pay employee's portion of State Disability Insurance on all earnings.

F. Both parties shall follow the rules and regulations of the carriers/administrators.

G. Pursuant to COBRA, the District will permit eligible employees and their dependents to remain in the District-offered health care plan at their own expense. Arrangements for advance payment shall be made with the Business Office.

ARTICLE XX

WAGES

- A.
 - 1. The District agrees to provide a one percent (1%) bonus for all bargaining unit employees during the 2019-2020 fiscal year.
 - 2. The new contract term shall be July 1, 2019 through June 30, 2022, effective July 1, 2019.
- B. Longevity bonuses are effective July 1, 2017
 - 1. A \$750 longevity bonus shall be paid to employees annually on July 1 after ten (10) consecutive years of District service per each employee's contract.
 - 2. An additional \$1,250 longevity bonus shall be paid to employees annually on July 1 after fifteen (15) consecutive years of District service per each employee's contract.
 - 3. A \$2,000 longevity bonus shall be paid to all employees annually on July 1 after twenty (20) consecutive years of District service per each employee's contract.
 - 4. A \$2,500 longevity bonus shall be paid to all employees annually on July 1 after twenty-five (25) consecutive years of District service per each employee's contract.
 - 5. Beginning in 2009/10, eligible classified employees shall be given an option to elect a one-time longevity payment in July or continue with an on-going payment over the course of the year.
- C. Employees must be in a paid status no less than seventy-five percent (75%) of the previously scheduled (10/12 months) District work year to be eligible for any July 1st step advance, earned vacation, and/or longevity bonus credit.
- D.
 - 1. CSEA and the District agree to implement the "PERS PICK UP" program effective March 1, 1996.
 - 2. There shall be no cost to the District except for normal payroll costs.
 - 3. Both parties shall follow all procedures of PERS, County Office of Education, IRS, and all other regulating agencies in implementing this program.
- E. Salary comparability studies shall be designated to a committee comprised of two (2) members of CSEA and two (2) District representatives.

- F. Bilingual compensation in the amount of a two and a half percent (2.5%) stipend shall be provided as per the provisions below:
1. Only employees in the following classifications shall be eligible for the stipend:
 - a. School Secretary I
 - b. School Secretary II
 - c. Health Assistant II
 - d. Health Secretary
 - e. District Office Clerk II
 2. Employees must work at the following sites to be eligible to received the stipend, however, each site shall be limited to the number of employees indicated below:
 - a. River Oaks Elementary
Three (3) employees
 - b. Lake Canyon Elementary
Three (3) employees
 - c. Marengo Ranch Elementary
One (1) employee
 - d. Valley Oaks Elementary
Two (2) employees
 - e. Vernon E. Greer Elementary
Two (2) employees
 - f. Fairsite Preschool and Readiness Center
One (1) employee
 - g. District Office
Two (2) employees
- G. The District agrees to participate in the CSESAP in fiscal years where the State allocates an appropriation of funds in the annual Budget Act or another statute (Education Code §45500). In participating years, District shall extend this benefit option to the bargaining unit.

ARTICLE XXI

DURATION

The parties agree to a new three (3) year term. The new term shall begin on or after July 1, 2022 and expire on June 30, 2025.

For the 2023-2024 and 2024-2025 school years, each party may choose no more than two articles to reopen during negotiations in addition to Article XIX and Article XX unless the parties mutually agree to open additional articles.

During the 2023-2024 school year, Article XVIII shall be a mutually agreed upon automatic reopeners.

Except as set forth above, all other terms and conditions as set forth in the parties 2019-2022 collective bargaining agreement shall remain status quo and shall be incorporated into the parties 2022-2025 collective bargaining agreement.

1. Article XX Wages
 2. Article XIX Fringe Benefits
 3. No more than two additional (2) articles for each party
- A. CSEA shall begin the public notice procedures to reopen negotiations no earlier than September 1st of each year.

ARTICLE XXII
DISCIPLINARY ACTION

A. Probationary Employees

The Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from employment at any time prior to the completion of the probationary period. A probationary employee shall not be entitled to a disciplinary hearing under this Article.

B. Permanent Employees

Permanent classified employees shall be subject to disciplinary action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause pursuant to the procedures in this Article. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

B. Progressive Discipline

1. In accordance with the concept of "progressive discipline," counseling and an opportunity for improvement shall precede disciplinary action. A Performance Improvement Plan (PIP) is an evaluation tool and not intended to be used as a disciplinary tool. The progressive steps to discipline shall include, but not be limited to:

- a. An oral warning.
- b. A written warning of concern.
- c. A letter of reprimand placed in personnel file.

2. For these levels of discipline an employee may respond in writing and have it attached to any materials placed in the personnel file.

3. The progressive steps shall not apply in cases in which charges are filed by the district for dismissal.

D. Causes

1. In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes cause for personnel action against a permanent classified employee:

- a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- b. Incompetency
- c. Inefficiency

- d. Neglect of duty
- e. Insubordination
- f. Dishonesty
- g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
- h. Possessing or being under the influence of a controlled substance at work or away from work which impacts work performance, or furnishing a controlled substance to a minor or to another.
- i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.
- j. Absence without leave. (After five (5) consecutive work days of absence without leave, the employee has abandoned the position by resignation unless a compelling explanation is provided within 5 days of the first day of the absence without leave).
- k. Immoral conduct.
- l. Discourteous treatment of the public, students, or other employees.
- m. Engaging in improper political activity which violates state laws or rules.
- n. Willful disobedience.
- o. Substantial misuse of district property.
- p. Violation of District, Board or departmental rule, policy, or procedure.
- q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- r. Refusal to take and subscribe any oath or affirmation which is required by

law in connection with his/her employment.

- s. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.
 - t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical or mental condition or disability, marital status, sex, age, or sexual orientation against the public or other employees while acting in the capacity of a district employee.
 - u. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
 - v. Any other failure of good behavior which is on such a serious nature that it causes discredit to the District or his/her employment.
2. Except as defined in items above, no personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

E. Initiation and Notification of Charges

- 1. The Superintendent or designee may initiate a disciplinary action against a permanent classified employee.
- 2. In all cases involving a personnel action, the person initiating the action shall file a written recommendation of personnel action with the Board.
A copy of the recommendation shall be served upon the employee either by personal service or by certified mail at the employee's last known address.
The recommendation shall include:
 - a. A statement of the nature of the personnel action (suspension with or without pay, demotion, reduction of pay step in class, or dismissal)

and that the burden of proof rests with the District.

- b. A statement of the cause or causes for the personnel action, as set forth above.
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.
- d. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.
- e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

F. Skelly Meeting Pending Removal for Suspension

- 1. If the Superintendent or designee determines that a permanent classified employee should be dismissed or suspended and that his/her continuing in active duty status would present an unreasonable risk of harm to district operations, students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee suspended from duty pending the evidentiary hearing on the disciplinary action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary.
- 2. The Superintendent or designee may place the employee on paid administrative leave prior to the implementation of an immediate suspension and provide an opportunity for a "Skelly meeting." A Skelly meeting shall be scheduled promptly following a District preliminary decision to immediately suspend an employee. Preliminary charges and the information upon which the charges are based will be provided to the employee in writing at least five (5) calendar days prior to the Skelly meeting. The meeting shall be conducted by a District administrator, other than the person who provided the notice of discipline, who shall provide a written response after the informal conference. If the charges are upheld, the immediate suspension may be imposed. Thereafter, the employee shall be offered the right to a formal hearing on the disciplinary charges including the immediate suspension.
- 3. Upon receiving notice of a Skelly meeting, the employee may waive his/her right to such a meeting by providing advance written notice to CSEA and the

District.

G. Employment Status Pending Appeal of Dismissal Recommendation

Except for an immediate suspension pending a formal hearing as provided in Section 22.5, any employee against whom a recommendation of dismissal or a suspension has been issued shall be placed on paid administrative leave or remain on active duty status and be responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

H. Time Limit of Suspension

1. Except for a suspension imposed under Section 22.5 above, any unpaid suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a disciplinary action of dismissal is modified by the Board to a suspension.

I. Right to Appeal

1. Within five calendar days after service of recommendation of disciplinary action, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written appeal signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an on order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order, and the necessity of the order shall be an issue in the appeal hearing.
2. If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

J. Amended/Supplemental Charges

1. At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the

Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. If the employee is on immediate suspension pending the hearing pursuant to Section 22.5, any amendment adding new causes shall result in a new Skelly meeting.

K. Hearing Procedures

1. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing.
2. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal.
3. The District may also be represented by counsel.
4. The District bears the burden of proof to present substantial evidence in support of the recommended disciplinary action.
5. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the Board or a hearing officer.
6. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in a hearing shall not invalidate any order or approved by the hearing officer or the Board.
7. All hearings shall be heard by a hearing officer employed by the California Office of Administrative Hearings (OAH) or a hearing officer who is an attorney and has been mutually chosen by the parties except in those cases where the Board determines to hear the appeal itself.
8. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.
9. If the appeal is heard by a hearing officer, he/she shall prepare an advisory

decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten days after the proposed decision is filed by the Board. The Board may:

- a. Adopt the proposed decision in its entirety.
 - b. Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.
 - c. Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
 - d. Reject the proposed decision in its entirety. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.
10. In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

L. Hearing Decision

1. The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.
2. The decision of the Board shall be provided to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the employee or his/her designated representative personally or by registered or certified mail. The decision of the Board shall be final.

M. Compulsory Dismissal

1. The District shall not retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. The District may employ a person convicted of a controlled substance offense if the Board determines from evidence that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or charges dismissed, the employee may be reemployed although reemployment is not guaranteed.

ARTICLE XXIII
YARD SUPERVISORS

Hours and Overtime

- A.
1. All full-time employees shall be assigned eight (8) hours daily and forty (40) hours weekly.
 2. All full-time employees shall have a thirty (30) minute unpaid lunch period daily and a fifteen (15) minute rest period in the morning and afternoon. The employee may be granted a longer unpaid lunch period if approved in advance by their Supervisor.
 3. The District shall establish the work schedule (i.e. 8:00 a.m. to 5:00 p.m.) of all employees. If a permanent change in employee(s) work schedule is more than one (1) hour per day, the District shall negotiate such change with CSEA prior to implementation of the change.
- B.
1. All part-time employees shall be assigned less than eight (8) hours daily and less than forty (40) hours weekly.
 2. All part-time employees working four (4) consecutive hours per day or more will have a fifteen (15) minute rest period.
- C.
1. Upon prior approval of the supervisor, an employee may work overtime in an emergency or for another valid reason.
 2. Overtime includes work on holidays; work in excess of eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week.
 3. Overtime shall be paid at the rate of one and one-half (1 ½) times an employee's regular hourly rate.
 4.
 - a. An employee having a regular workweek of five (5) consecutive days and an average workday of four (4) or more hours shall be paid for any work required to be performed on the sixth or seventh day at one and one-half (1 ½) times their regular hourly rate.
 - b. An employee having a regular workweek of five (5) consecutive days and an average workday of less than four (4) hours shall be paid for any work required to be performed on the seventh day at one and one-half (1 ½) times their regular hourly rate.

- D.
 - 1. Overtime may also be compensated as compensatory time off (CTO). Employees authorized to work overtime may elect either wages or CTO.
 - 2. Employees electing CTO shall work with their supervisor to schedule the CTO at a mutually agreeable time.
- E. If ten (10) month employees are required to work additional hours by the District, employees shall receive their regular hourly rate of pay.
- F. The work year for ten (10) month employees shall include no less than all student instructional days between the first and last day of the student instructional year.
- G.
 - 1. If the District operates summer school or provides a service for a non-District program, it shall assign for service regular District employees. ("Migrant Ed" is an example of a non-District program).
 - 2. No employee shall be required to perform services during summer school.
 - 3.
 - a. When it is necessary to assign employees not regularly assigned during summer school, such assignment shall be made on the basis of qualifications in each classification of service required.
 - b. If more than one (1) employee in a classification applies for summer work and qualifications are equal; the work shall be assigned on a rotating basis based on seniority.
 - 4. An employee assigned to work during the summer recess period in his/her normal classification shall receive, on a pro-rata basis, no less than the compensation applicable to that classification during the academic school year.
 - 5. An employee assigned to work during the summer recess period in a classification other than his/her normal classification shall receive, on a pro-rata basis, no less than the compensation applicable at Step 1 of the appropriate salary range of the classification in which summer work is assigned.

Employee Evaluation

- A. Employees shall be evaluated as often as deemed appropriate by their immediate supervisor or higher authority.
- B. The evaluation shall identify the employee's performance as appropriate. It will be in writing on a form prescribed for that purpose and will be discussed with the employee prior to being placed in the employee's file.

- C. If the employee disagrees with any aspect of the evaluation, he/she may prepare comments in writing to be attached to the evaluation.
- D. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing these recommendations.

Transfers

- A. A transfer is defined as the permanent movement of an employee from one (1) job site to another which does not involve a change in classification or job title.
- B. Job site is the location where an employee is normally assigned and performs their duties, or the location from which they perform duties throughout the District.
- C. A vacancy is defined as the creation of a new position by the District or when an existing position becomes vacant.
- D. Involuntary Transfers
 - 1. An employee shall be given written notice at least five (5) workdays prior to the effective date of an involuntary transfer, except in unforeseeable circumstances.
 - 2. Upon written request, an employee shall be entitled to a conference with the Superintendent or designee to review the reasons for an involuntary transfer.
- E. Voluntary Transfers
 - 1. Vacancies shall be posted by the District at each school site and at the District Office for not less than five (5) workdays prior to opening the vacancy to outside applicants.
 - 2. Any employee may apply for a vacancy by filing a written notice with the District Office within the above five (5) day period.
- F. In making transfers or in filling vacancies, the District shall consider the following:
 - 1. The operational and educational needs of the District;
 - 2. The qualifications and recent training of the applicant;
 - 3. The past two (2) evaluations of the applicant;
 - 4. Employee preference;

5. If all of the above are equal, seniority will be the determining factor.

Promotion Opportunities

- A. A vacancy is defined as the creation of a new position by the District or when an existing position becomes vacant.
 1. Vacancies shall be posted by the District at each school site and at the District Office for not less than five (5) workdays prior to opening the vacancy to outside applicants.
 2. Any employee may apply for a vacancy by filing a written notice with the District Office within the above five (5) day period.
- B. All qualified employee applicants, as determined by the District, shall be granted an interview.
- C. In screening for qualifications and in filling vacancies, the District shall consider the following:
 1. The operational and educational needs of the District;
 2. The qualifications and recent training of the applicant;
 3. The past two (2) evaluations of the applicant;
 4. Employee preference;
 5. If all of the above are equal, seniority will be the determining factor.
- D.
 1. If an employee is promoted, he/she shall be placed on the lowest step in the higher range which provides a raise of at least 2.5% over the former range and step. The new rate will become effective on the first day of work.
 2. Any employee promoted shall be on a trial basis for up to six (6) months. If not successful in the new position, the employee shall be reassigned to his original or to a comparable position.

Layoff & Re-employment

- A.
 1. A layoff for the purpose of this Article shall be considered an involuntary separation of a permanent or probationary employee from active service due to lack of funds and/or lack of work.
 2. "Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of employment or assignment to a classification or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

- a. Reduction in hours of employment is defined as any reduction of more than one hour.
3. In the event of a reduction in hours, the District and CSEA shall meet and negotiate upon the request of either party regarding the decision and effects of the reduction in any hours that are more than one hour.
4. Layoffs shall be made on a District-wide basis and in reverse order of seniority in which the layoff occurs.
5.
 - a. Seniority shall be determined by date of hire.
 - b. Date of hire shall be that date on which an employee first rendered paid service in probationary/permanent status.
 - c. New employees hired on same date shall be ranked on the seniority list by lot.
6. An employee laid off, may bump, by seniority, as indicated in paragraph 5 above.
7. An employee displaced as a result of being bumped shall have the same bumping rights as stated in paragraph five (5) above and other rights granted in this article.
8. An employee who elects separation in lieu of either bumping or assignment into a lower classification shall maintain his/her reemployment rights as defined in this article.
9.
 - a. A permanent or probationary employee who is to be laid off, shall be offered any temporary (substitute or short term) position available at that time for which the employee is qualified. Reemployment rights shall not be affected.
 - b. A permanent or probationary employee who is on the re-employment list will be given first consideration, before non-bargaining unit employees, for any substitute or short-term position available.
10. Before a layoff occurs, the District shall develop a seniority list which shall be made available to CSEA and the employees who are to be laid off.
11. Classification is defined as any position with a designated title and job description.
- B.
 1. After the Board has determined that there is a lack of work or a lack of funds and has made the decision to lay off employees, the District will issue notices of layoff to affected employees.

2. Employees to be laid off shall be notified by certified/registered mail sent to the most recent address provided to the District by the employee.
 3. The notice shall be deposited in the U.S. Mail no less than forty-five (45) calendar days (60 days effective January 1, 2013) prior to the effective date of the layoff. A list of employees to be laid off shall be made to the CSEA President.
 4. The notice shall contain the effective date of layoff, displacement rights, if any, and reemployment rights.
- C.
1. Employees who have been laid off shall be placed on a reemployment list for a period of thirty-nine (39) months.
 2. Employees who elect fewer hours, or assignment to a lower classification, shall be maintained on the reemployment list for an additional twenty-four (24) months, for a total of sixty-three (63) months.
 3. Offers of reemployment shall be made in reverse order of layoff, within classification, as vacancies occur.
 4. An employee who has voluntarily consented to fewer hours in paid status in order to avoid separation from active service shall be placed on the reemployment list and shall be offered, by seniority, the opportunity to return to a position in his/her former classification with the number of assigned hours at time of layoff or to a position with increased assigned time, at his/her option, as vacancies become available.
 5. An employee bumping into a lower classification position shall be offered, by seniority reinstatement to his/her former classification into a position with equal or more hours, at his/her former classification into a position with equal or more hours, at his/her option, as vacancies become available.
 6. Individuals on the reemployment list have either:
 - a. Three (3) days to respond to a verbal offer of reemployment which, if refused, will be followed by written verification of the refusal, or
 - b. Five (5) days to respond to a written offer sent by certified/registered mail, beginning the day deposited in the U.S. Mail to the most recent address supplied to the District by the employee.
 7. a. Failure to respond within the time specified or refusal of

employment after three offers shall cause the individual's name to be permanently removed from the reemployment list, however,

- b. Failure to respond to an offer upon first becoming eligible shall not cause the employee's name to be removed from the reemployment list provided the employee has previously notified the District in writing of his/her temporary unavailability to accept a reemployment offer.
- c. The period of unavailability shall be limited to one (1) occurrence and shall be for a period not to exceed thirty (30) calendar days.

8. A permanent or probationary employee who is laid off and is subsequently reemployed shall retain seniority earned prior to the effective date of the layoff.

D. If an employee feels that he/she was improperly laid off, the employee shall meet directly with the Superintendent/Designee to discuss the employee's complaint. If the complaint is valid, the employee shall be reinstated to his/her former position.

Grievance Procedures

A. Definitions

- 1. "Grievance" means a complaint of one (1) or more employees, or CSEA, that they have been adversely affected by a violation of this agreement.
- 2. "Grievant" means the employee, employees, or CSEA filing the grievance.
- 3. "Immediate Supervisor" means the person at the lowest management level who assigns, reviews, or directs the work of the employee.
- 4. "Party" means the grievant and/or CSEA and the District.
- 5. "Workday" means a day when the administrative offices of the District are open.
- 6. Grievance procedures shall only apply to items within Article XXII.

B. Procedure

Step 1 – Informal Discussion

The alleged violation shall first be informally discussed between the grievant and the Immediate Supervisor, or the Superintendent/Designee if Step 3, paragraph 3 applies.

Step 2 - Grievance (Immediate Supervisor)

1. If the alleged violation is not resolved during an informal discussion to the satisfaction of the grievant, a grievance may be filed. A grievance may be filed no later than fifteen (15) workdays after the event or circumstances occasioning the grievance.
2. A grievance shall be in writing on the Grievance Form (Optional) and shall be filed with the Immediate Supervisor.
3. The Grievance Form/writing shall be completed to show the following:
 - Grievant's name, position, and work location.
 - Date of alleged violation.
 - Date the grievance is delivered to the Immediate Supervisor.
 - Specific sections of the agreement alleged to have been violated.
 - Circumstances of the grievance (concise statement of the facts constituting the alleged violation with dates, names, and places, as appropriate).
 - Remedy sought by the grievant.
 - Name of the representative, if any, chosen by the grievant.
 - Signature of the grievant (s).
4. With ten (10) workdays after filing the grievance, the Immediate Supervisor shall investigate and respond in writing to the grievant. If the grievant is not represented by CSEA, a copy shall be sent to CSEA.

Step 3 – Grievance (Superintendent/Designee)

1. If the grievant is not satisfied with the decision at Step 2, he/she may appeal in writing within ten (10) workdays to the Superintendent/designee. The grievant shall identify each aspect of the Immediate Supervisor's decision with which the grievant disagrees.
2. The Superintendent/designee shall investigate the grievance as fully as necessary and may conduct conferences with the grievant, who shall continue to have his/her right of representation. The Superintendent/designee shall respond within ten (10) workdays of the appeal to the grievant. That response shall state the Superintendent/designee's view of the facts and conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by CSEA, a copy shall be sent to CSEA.
3. If a grievance arises as a result of any action or inaction by an administrator higher than the Immediate Supervisor, the employee may present such grievance at Step III.

Step 4 – Grievance – (Board of Education)

1. If the grievant is not satisfied with the decision of the Superintendent/designee, the grievant shall have the right to refer the matter to the Board. Such referral shall be

made in writing and submitted to the Superintendent within ten (10) workdays of the Superintendent/designee's decision. The Board shall hear the appeal and submit a decision. That decision shall be final.

Disciplinary Action

A. Probationary Employees

The Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from employment at any time prior to the completion of the probationary period. A probationary employee shall not be entitled to a disciplinary hearing under this Article.

B. Permanent Employees

Permanent classified employees shall be subject to disciplinary action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause pursuant to the procedures in this Article. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

C. Causes

1. In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes cause for personnel action against a permanent classified employee:
 - a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
 - b. Incompetency
 - c. Inefficiency
 - d. Neglect of duty
 - e. Insubordination
 - f. Dishonesty
 - g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
 - h. Possessing or being under the influence of a controlled substance at work or away from work which impacts work performance, furnishing a controlled substance to a minor or to another.

- i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.
- j. Absence without leave. (After five (5) consecutive work days of absence without leave, the employee has abandoned the position by resignation unless a compelling explanation is provided with 5 days of the first day of the absence without leave).
- k. Immoral conduct.
- l. Discourteous treatment of the public, students, or other employees.
- m. Engaging in improper political activity which violates state laws or rules.
- n. Willful disobedience.
- o. Substantial misuse of district property.
- p. Violation of District, Board or departmental rule, policy, or procedure.
- q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- r. Refusal to take and subscribe an oath or affirmation which is required by law in connection with his/her employment/
- s. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.
- t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical or mental condition or disability, marital status, sex, age, or sexual orientation against the public or other employees while acting in the capacity of a district employee.
- u. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

- v. Any other failure of good behavior which is on such a serious nature that it causes discredit to the District or his/her employment.
2. Except as defined in items above, no personnel action shall be taken for any cause which arose before the employee became permanent, not for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

D. Initiation and Notification of Charges

1. The supervisor may initiate a disciplinary action against a permanent classified employee.
2. In all cases involving a personnel action, the person initiating the action shall file a written recommendation of personnel action with Human Resources. A copy of the recommendation shall be served upon the employee either by personal service or by certified mail at the employee's last known address.

The recommendation shall include:

- a. A statement of the nature of the personnel action (suspension with or without pay, demotion, reduction of pay step in class, or dismissal) and that the burden of proof rests with the District.
- b. A statement of the cause or causes for the personnel action, as set forth above.
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.
- d. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.
- e. A card or paper, the signing and filing of which shall constitute the appeal.

E. Mediation

1. If the employee is not satisfied with the decision of the supervisor, CSEA shall, within ten (10) days of receiving the decision, either withdraw the appeal or contact the State Conciliation Service and request services of a mediator to assist in the resolution.
2. The parties shall attempt to agree upon a mediator.
3. The parties shall meet with the mediator at times that are mutually convenient.

4. The parties may develop “ground rules” for this process themselves, or develop “ground rules” with the mediator, or permit the mediator to establish his/her own “ground rules”.
5. A mutually acceptable mediated settlement shall be binding on both parties.
6. If both CSEA and the District agree, mediation may be waived.

F. Employment Status Pending Appeal of Dismissal Recommendation

Except for an immediate suspension pending the appeal, any employee against whom a recommendation of dismissal or a suspension has been issued shall be placed on a paid administrative leave or remain on active duty status and be responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

G. Time Limit of Suspension

1. Except for a suspension imposed under Section 22.5 above, any unpaid suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a disciplinary action of dismissal is modified by the Board to a suspension.

H. Right to Appeal

1. Within five calendar days after service of recommendation of disciplinary action, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written appeal signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order and the necessity of the order shall be an issue in the appeal hearing.
2. If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

I. Amended/Supplemental Charges

1. At any time before an employee’s appeal is finally submitted to the Board for decision, the complainant may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action. If the amended or supplemental recommendation presents new causes or allegations, the

employee shall be afforded a reasonable opportunity to prepare his/her defense. If the employee is on immediate suspension pending the appeal, any amendment adding new causes shall result in a new appeal.

J. Hearing Procedures

1. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board.
2. The employee shall be entitled to appear personally, produce evidence, and have CSEA representation. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal.
3. The District bears the burden of proof to present substantial evidence in support of the recommended disciplinary action.
4. The Board shall not be bound by rules of evidence used in California courts. Informality in a hearing shall not invalidate any order or approved by the hearing officer or the Board.
5. The Board shall affirm, modify or revoke the recommended personnel action.
6. A copy of the proposed decision shall be filed by the Board and furnished to each party within ten days after the proposed decision is filed by the Board. The Board may:
 - a. Adopt the proposed decision in its entirety.
 - b. Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.
 - c. Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
 - d. Reject the proposed decision in its entirety. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.
7. In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board may consider the records of any prior personnel action

proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

K. Hearing Decision

1. The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.
2. The decision of the Board shall be provided to the Superintendent or designee who does the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the employee or his/her designated representative personally or by registered or certified mail. The decision of the Board shall be final.

L. Compulsory Dismissal

1. The District shall not retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. The District may employ a person convicted of a controlled substance offense if the Board determines from evidence that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or changes dismissed, the employee may be reemployed although reemployment is not guaranteed.

ARTICLE XXIV

FOOD AND NUTRITION SERVICE ABSENCE AND VACANCY PROCEDURES

The goal and objective for this MOU is to have uniformity in procedures, throughout all school sites, regarding food and nutrition service procedures.

Absences:

- A. In the event of a Food and Nutrition Lead absence, the Food and Nutrition Assistant II with the most seniority at his or her school site, who holds a current Food Safety Manager Certification, shall be given priority to fill the lead position in both short-and long-term absences.
- B. The qualified Food and Nutrition Assistant II with the most seniority at his or her school site; backfilling for the lead position shall receive the pay wage range of the lead position, at Step 1 of the salary schedule or a 5% increase, whichever is higher, the first full-day absence.
- C. Absences shall be backfilled, by seniority, using the remaining Food and Nutrition Assistants, along with qualified cashiers, at their school site.
- D. Food and Nutrition employees will have the ability to work additional hours by site, by classification, using seniority, qualifications and availability.

Vacancies:

- A. If a position becomes vacant the above procedures for absences will be followed until the position is filled.

ARTICLE XXV
FOOD SERVICE SHOE ALLOWANCE

Food Service employees, which are working in kitchens, will be required to wear safety shoes. Employees will have a \$100 annual allowance for the purchase of safety shoes.

Employees will be given the following purchase options:

- A. Reimbursement (requires an original receipt and documentation that shoes conform to the safety requirements below).
- B. District issued purchase order to participating stores.

Shoes must conform to the following regulations:

- A. Be slip and oil resistant
- B. Be water resistant
- C. Conform to SATRA standard

ARTICLE XXVI
SHOE REIMBURSEMENT

M & O, Custodian, Mechanic, Groundskeeper, Warehouse Worker/Delivery Driver

June 18, 2018, the District and CSEA came to an agreement which provided a \$150 per year shoe reimbursement for maintenance, custodians and groundskeepers.

CSEA and the District have agreed the classifications eligible for the shoe reimbursement shall include the following:

- Maintenance Worker
- Groundskeeper
- Custodian
- Warehouse Worker/Delivery Driver
- Mechanic

Furthermore, CSEA and the District have agreed upon the following criteria for the shoe reimbursement:

- Soles must be slip resistant
 - Proof of which can be provided by the original packaging of the shoes, advertisement of the shoes or if indicated on the purchase receipt or the shoe itself
 - Closed toed
 - Toe cap (covering the toes) should be water resistant
- In lieu of purchase, reimbursement may be used to resole already approved shoes.

Any employees who have already received the reimbursement prior to ratification of this agreement shall be grandfathered in.

ARTICLE XXVII
COMMUNITY BASED PROGRAMS

One day of volunteer beautification will be allowed at each site per year.

- A. Gardeners will be on campus for the beautification project throughout the day of the project.
- B. Should a gardener be unavailable either a maintenance worker or custodian will be chosen, by seniority, to be on campus for the project.
- C. Gardeners will be paid overtime to remain on the school site all day during the volunteer beautification project if it takes place on a weekend or holiday.
- D. The beautification day will be calendared between March 15 and May 15.
- E. Advance notice and a calendar of dates for the projects will be given to CSEA.
- F. The beautification group will provide the district with the scope of work, for approval, prior to the beginning of the project.

ARTICLE XXVIII
SCHOOL SOCIAL WORKERS

The District and CSEA, hereby, recognize School Social Worker (“SSW”) job classification as a CSEA bargaining unit position. Except as described herein, bargaining unit members in the SSW job classification shall be entitled to the terms and conditions of the Collective Bargaining Agreement (“CBA”) between the District and CSEA. In addition, SSWs shall qualify for the following:

Pay and Benefits:

- A. SSWs shall retain their salary schedule identified in Appendix B.
- B. SSWs shall not have their longevity calculated per the rates in Article XX of this CBA. The SSW longevity shall be retained and calculated at the rate identified on the SSW salary schedule.
- C. SSWs shall be entitled to the same employer health benefit contribution as all other bargaining unit members.
- D. SSWs shall retain the \$1000 for a master’s degree stipend per year as indicated on the SSW salary schedule.
- E. Effective July 1, 2021, SSW’s vacation rate shall be calculated at the same rate as specified in Article VII. SSW’s shall have their years of service calculated based upon their date of hire.
- F. SSW’s who have a Licensed Clinical Social Worker (LCSW) license will be expected to perform ERMHS duties and shall receive an additional stipend of three percent (3%) based upon their annual salary (districtwide caseload not to exceed 5). SSW’s would need to submit their license by July 1st in order to be eligible for this position.
- G. Program Resource Funds: The primary purpose of Program Resource account funds is to provide supplementary resources for student wellness. Five hundred dollars (\$500) shall be allocated to each SSW for materials and supplies. Funds can be used but not limited to the following:
 - Curriculum, workbooks, books
 - SEL games boards or enhancements, SEL posters
 - Calming corner items-bean bag, fidget accessories and basket, colored prints, pillows, puzzles
 - Art and craft supplies - necklace-making kits, bracelets kit, paints, vision boards accessories, construction papers, mini canvas, coloring books, coloring supplies, drawing paper
 - Prizes/incentives – candy, Smencils, fidget accessories, stickers
 - Office supplies – folders, hanging files, calendars, post its
 - Lunch with the SSW
 - Girls group celebration lunch or dessert

APPENDIX A

2023-2024

CLASSES/POSITIONS	RANGE
District Personnel	
Accounts Payable Clerk	Y
Accounts Receivable Clerk	AA
Budget Technician	AA
District Office Clerk II	U
Information Systems Technician	W
Payroll Technician	AA
Personnel Technician	U
Purchasing Technician	AA
Technology Assistant	W
Food Service	
Food and Nutrition Cashier	J
Food and Nutrition District Clerk	U
Food and Nutrition Lead	R
Food and Nutrition Assistant I	J
Food and Nutrition Assistant II	N
Health	
Health Assistant II	R
Health Secretary	T
Licensed Vocational Nurse (LVN)	CC
Library	
Bright Futures Center Technician	P
Maintenance/Operations	
Custodian	R
Groundskeeper	S
Skilled Maintenance Technician	CC
Warehouse Worker/Delivery Driver	Q
School Site Clerical	
Bilingual Office Assistant	M
Bilingual Office Assistant, Special Programs	N
School Secretary I	R
School Secretary II	V
Student Support	
Bilingual Community Outreach Assistant	M
Bilingual Community Outreach Assistant – Special Programs	O
Bilingual Instructional Assistant/Expanded Learning	K
Early Childhood Home Visitor	J

Instructional Assistant	J
Instructional Assistant/Behavior Management	N
Instructional Assistant/Bilingual	K
Instructional Assistant/Expanded Learning	J
Instructional Assistant/Preschool	J
Instructional Assistant/Special Education	L
Registered Behavior Technician	P
Transportation	
Dispatcher	AA
Mechanic	CC
School Bus Driver	Y
Trainer/Dispatcher	BB
Transportation Department Clerk	R
Student Supervision	
Yard Supervisor	Yard Schedule

Inactive Positions	
Bus Driver Instructor	X
Business Services Clerk	Q
Campus Monitor Lead	Q
Central Office Clerk	L
Crossing Guards	Yard Schedule
Curriculum Clerk	U
District Office Clerk I	Q
Educational Interpreter	L
Family Advocate	J
Health Assistant I	K
Instructional Assistant/Health	J
Instructional Assistant/Physical Education	J
Instructional Assistant/Title 1	J
Library Technician	N
Mathematics Technician	J
Office Assistant	K
Parent Liaison	J
Prevention Specialist	L
Personnel Clerk	Q
Receptionist/Clerk	M

APPENDIX B
HOURLY WAGE SCHEDULE
2023-2024

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
J	16.21	16.77	17.62	18.51	19.45	19.94
K	16.61	17.19	18.06	18.98	19.94	20.44
L	17.03	17.62	18.51	19.45	20.44	20.95
M	17.45	18.06	18.98	19.94	20.95	21.47
N	17.89	18.51	19.45	20.44	21.47	22.01
O	18.34	18.98	19.94	20.95	22.01	22.56
P	18.79	19.45	20.44	21.47	22.56	23.12
Q	19.26	19.94	20.95	22.01	23.12	23.70
R	19.74	20.44	21.47	22.56	23.70	24.29
S	20.24	20.95	22.01	23.12	24.29	24.90
T	20.74	21.47	22.56	23.70	24.90	25.52
U	21.26	22.01	23.12	24.29	25.52	26.16
V	21.79	22.56	23.70	24.90	26.16	26.81
W	22.34	23.12	24.29	25.52	26.80	27.47
X	22.90	23.70	24.90	26.16	27.47	28.15
Y	23.47	24.29	25.52	26.80	28.15	28.86
Z	24.06	24.90	26.16	27.47	28.86	29.58
AA	24.66	25.52	26.80	28.15	29.58	30.32
BB	25.28	26.16	27.47	28.86	30.32	31.08
CC	25.77	26.67	28.00	29.40	30.87	32.42

Associate's Degree \$250, Bachelor's Degree \$500, Master's Degree \$1,000

LONGEVITY:

10 years	\$750
15 years	\$1,250
20 years	\$2,000
25 years	\$2,500

Board Approved: January 18, 2023

YARD SUPERVISOR SALARY SCHEDULE
2023-2024

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
16.20	16.61	17.02	17.45	17.88	18.33

Associate's Degree \$250, Bachelor's Degree \$500, Master's Degree \$1,000

LONGEVITY:

10 years	\$750
15 years	\$1,250
20 years	\$2,000
25 years	\$2,500

Board Approved: January 18, 2023

SCHOOL SOCIAL WORKER SALARY SCHEDULE
2023-2024

Steps	Class I BA+45	Class II BA+60	Class III BA+90
1	52,944	55,326	57,816
2	55,326	57,816	60,418
3	57,816	60,418	63,136
4	60,418	63,136	65,978
5	63,136	65,978	68,947
6	65,978	68,947	72,049
7	68,947	72,049	75,291
8	72,049	75,291	78,679
9	75,291	78,679	82,220
10	78,679	82,220	85,920
12	82,220	85,920	89,786
14	85,920	89,786	93,827

Masters \$1,000

LONGEVITY

- 2.5% at 5 years
- 3% at 10 years
- 3.5% at 15 years
- 4% at 20 years
- 4.5% at 25 years

Board Approved: January 18, 2023

APPENDIX C
MEMO OF AGREEMENT

- A. Employees who have fringe benefits that have been 'grandfathered' shall maintain their current prorated level of benefits under both of the following conditions:
 - 1. They are involuntarily laid off during the 1993/94 school year.
 - 2. They bump into a position with fewer hours.

- B. This is in addition to Article XIV, Section C.4.

APPENDIX D
SICK LEAVE SUPPORT SYSTEM (SLSS)

- A. The SLSS is intended for all District classified employees. Employees shall submit a written request to the Superintendent for sick leave donations through the SLSS once the employee becomes aware that he/she has or will exhaust all of his/her current accumulated sick leave and earned comp time while the employee continues absence due to catastrophic illness. The intent of the SLSS is for employees to request donations on a case-by-case basis. The SLSS is not intended to be a sick leave bank.
- B. Catastrophic illness or injury is defined as follows:
- an unforeseen health/accident condition or situation that is expected to incapacitate a classified employee for an extended period of time but not less than five (5) working days, or,
 - that incapacitates a classified employee's family member, and which requires the classified employee to take time off from work for an extended period of time (more than five (5) working days) to care for that family member, and
 - taking extended time off from work creates a hardship for the classified employee because he/she has or will exhaust all of his/her current and accumulated sick leave.
- C. Family member is defined to include a classified employee's spouse, parent, child, or any other relative living in a classified employee's immediate household.
- D. 1. A classified employee or designee who is, or whose family member is, suffering from a catastrophic illness or injury may submit a written request to the Superintendent for sick leave donations through the SLSS.
2. The request shall include verification of the catastrophic injury or illness, dated and signed by the attending physician, indicating the incapacitating nature and probable duration.
8. The request shall also include verification from the employee's supervisor that the employee has exhausted earned comp time.
- E. The Superintendent shall submit the request and written verification to a joint committee.
- F. 1. The joint committee will be comprised of two (2) administrators chosen by the Superintendent and two (2) classified employees chosen by the CSEA President. The CSEA President shall be provided with the names of the two administrators on the committee at the beginning of each school year. The CSEA President shall provide the

District with the names of the two (2) classified employees chosen by the CSEA President at the beginning of the school year. All parties shall notify each other if there is a change in committee members.

2. The committee will consider each request on an individual basis and review all circumstances of the situation.
 3. Approval/recommendation of any request is not a precedent for any future request.
- G. To ensure that donor employees retain sufficient sick leave to meet their own individual needs that may arise, eligibility shall not include current/accumulated sick leave of ten (10) days or less.
- H.
1. All eligible classified employees shall be informed of the sick leave request and be provided with the procedures for making donations, including the Memo of Agreement and form.
 2. Donated sick leave shall be in units of hours.
- I.
1. Sick leave may be donated up to a maximum of three (3) days per employee. Example: 4-hour employees may donate up to a maximum of 12 hours of accumulated sick leave.
 2. Any unused donated leave shall be returned to the donating employee(s) based on their percentage of contribution to the total time donated. The donating employee(s) shall receive written notice that the unused donated leave was restored to their leave balance.
- J. The Superintendent may request an 'update' of the injury or illness from the attending physician.
- K. Any situations or details that create circumstances different from the above shall be dealt with by the joint committee.

APPENDIX E
CPR and FIRST AID TRAINING

1. The District shall offer at least one CPR/First Aid training annually.
2. The training shall be held outside of the regular school day either on a staff development day, after school, or on a weekend.
3. District employees may volunteer to attend the training. Compensation shall not be provided for those who attend the training.
4. Upon successful completion of the training, district employees shall have met the district training requirement of the American Red Cross or American Heart Association approval.
5. The training cost for certification shall be fully covered by the district.
6. Should an employee be unable to attend district training, they may take a course at their expense. The course must be approved by the American Red Cross or American Heart Association.

APPENDIX F
PARITY STUDIES

I. Implementation of Parity Study Agreements

1. The District and CSEA agree to implement any Parity Study agreements over the 19-20, 20-21 and 21-22 fiscal years.
2. The District and CSEA agree to negotiate the applicable parity study agreement and the implementation year.
3. Dependent on budget conditions and overall compensation packages, the parties agree to implement no more than four job parity study agreements per fiscal year unless mutually agreed to include more.

II. Job Description/Parity Study review schedule

1. The District and CSEA agree to negotiate and develop an ongoing job description/parity study review schedule.
2. The job description/parity study review schedule shall outline which job classifications may be eligible for negotiations in a particular fiscal year.
 - a. If eligible, the job description and pay range for that classification shall be included.
3. The District and CSEA agree to negotiate and develop procedures for the bargaining of job description/parity study reviews. These procedures shall include mutually agreed upon comparative districts.