

The AGREEMENT BETWEEN



California School Employees Association
Twin Rivers Chapter #1717

AND THE



Effective October 16, 2016 to October 15, 2019
Board approved May 2, 2017

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ARTICLE 1 – AGREEMENT OF THE PARTIES

- 1.1 This agreement is made and entered into this 4th day of April 2017 and shall constitute a binding agreement ("Agreement") by and between the Governing Board of the Twin Rivers Unified School District ("District") and the California School Employees Association and its Twin Rivers Unified Chapter #1717 ("CSEA"), an employee organization.
- 1.2 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties.
- 1.3 This Agreement is subject to alteration only by a written agreement between CSEA and the District.
- 1.4 The District retains the right to enforce reasonable rules and procedures in accordance with this Agreement.
- 1.5 This Agreement, when effective, supersedes all other Agreements and supplements and represents the sole Agreement between the parties.
- 1.6 During the term of this Agreement, CSEA and the District shall not be required to meet and negotiate with respect to any subject or matter covered by this Agreement.
- 1.7 CSEA expressly asserts no waiver of its right to negotiate any matters that are mandatory subjects of bargaining which are not referred to or were not contemplated, or covered, in this Agreement.
- 1.8 This Agreement is effective October 16, 2016 and shall remain in effect up to and including October 15, 2019. Salary, Health and Welfare Benefits plus two (2) additional articles of each party's choosing shall be reopened for each year.
 - 1.8.1 Both parties will comply with State law requirements regarding the "sunshining" of reopeners and proposals for negotiations.
- 1.9 This Agreement shall remain in full force and effect beyond the stated expiration date from day to day until such time as a new or modified agreement is ratified by both parties.
- 1.10 If during the life of this Agreement, there exists any applicable law, rule, regulation, or order issued by a governmental authority which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provisions shall be immediately suspended and be of no effect so long as such law, rule, regulation or order shall remain in effect.

1.10.1 Such invalidation of a part or portion of this Agreement shall not invalidate any other remaining portions, which shall continue in full force and effect.

1.11 In the event of invalidation of a part or portion of this Agreement, the parties shall meet and negotiate a replacement within sixty (60) days.

ARTICLE 2 – RECOGNITION

- 2.1 The District recognizes CSEA as the exclusive representative for the bargaining unit of all classified employees of the District, as more fully described in Appendix A (Classifications).
- 2.2 All newly created positions, except those that are lawfully certificated, management, confidential or supervisory shall be assigned to the classified bargaining unit.
- 2.3 This unit shall exclude certificated, management, confidential, supervisory, all substitute, short-term, summer recreation program employees, full-time or part-time students employed part-time, and part time playground positions in accordance with Education Code Section 45103(b)(4).
- 2.4 The bargaining unit may be changed to include or exclude classifications by mutual agreement consistent with PERB rules. If the parties do not agree, the issue will be submitted to PERB to resolve.

ARTICLE 3 - NON-DISCRIMINATION

- 3.1 The District shall not retaliate or discriminate against any bargaining unit member on the basis of membership in an employee organization or participation in the lawful activities of an employee organization.
- 3.2 No employee in the bargaining unit shall receive preferential treatment or be subject to discrimination, harassment, or retaliation based on a protected class as defined in state, federal, or local law including actual or perceived race, color, religion, national origin, ancestry, ethnic heritage, creed, gender, sexual orientation, marital status, political affiliation, age, physical disability, mental disability or medical condition.

ARTICLE 4 - ORGANIZATIONAL SECURITY

- 4.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual bargaining unit members without restricting CSEA's right to require every bargaining unit member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 4.2 Except as expressly exempted herein, all bargaining unit members who do not maintain membership in good standing in CSEA are required to pay service fees to CSEA in amounts that do not exceed the periodic dues of CSEA for the duration of this Agreement.
- 4.3 Bargaining unit members shall maintain membership in good standing in CSEA, pay service fees or, if a religious exemption is granted by CSEA, make equivalent payment to charity in lieu of service fees.
- 4.4 The District shall process mandatory service fee deductions in the appropriate amount commencing with the bargaining unit member's first paycheck. At any time, bargaining unit members may choose to become dues paying members of CSEA, at which time dues will begin to be deducted from their next paycheck after the enrollment form is received.
- 4.5 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such bargaining unit member shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of the Internal Revenue Code:
- a. Dream Project
 - b. Mustard Seed
 - c. Stanford Settlement
 - d. TLC Soup Kitchen
- 4.5.1 Any bargaining unit member claiming this religious exemption must file a written request for exemption with CSEA Legal Department. If the request is granted, the bargaining unit member shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA Headquarters with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

- 4.6 CSEA has the sole and exclusive right to have bargaining unit member organization membership dues and service fees deducted by the District for bargaining unit members.
- 4.7 The District shall deduct dues and service fees or payments to charity in accordance with the CSEA dues and service fee schedule from the wages of all bargaining unit members who have submitted payroll deduction authorization forms to the District, unless CSEA notifies the District that the bargaining unit member is paying such fees directly to CSEA. Such authorization shall remain in effect until expressly revoked in writing by the bargaining unit member. A payroll deduction authorization form shall not be required for deduction of service fees or payments to charity.
- 4.8 The District shall, without charge, pay to CSEA within fifteen (15) days of the deduction all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of bargaining unit members whose requests for religious exemption have been approved by CSEA Headquarters pursuant to this Agreement.
- 4.9 Along with each monthly payment to CSEA, the District shall furnish without charge an alphabetical list of all bargaining unit members identifying them by name, indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
- 4.10 Nothing contained herein shall prohibit a bargaining unit member from paying service fees directly to CSEA's accounting department.
- 4.11 The District shall notify the CSEA Chapter Treasurer or designee within thirty (30) days if any member of the bargaining unit revokes dues, service fee or payment in lieu of service fee deduction authorization.
- 4.12 CSEA agrees to indemnify and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken by the District's agents or members of the Board under the provisions of this Article. CSEA also agrees to pay any and all legal fees and expenses incurred by the District in the defense against and/or as a result of any and all such claims, suits, orders, or judgments.
- 4.13 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.
- 4.14 Bargaining unit members on voluntary leave without pay, on laid off status, terminated from employment or not on the District's payroll for any reason for more than thirty (30) days shall be exempt from the above provisions.

ARTICLE 5 – CSEA RIGHTS

- 5.1 CSEA has the right to access, at reasonable times, areas in which bargaining unit members work, provided that such access does not interfere with a bargaining unit member's execution of assigned District duties and also provided that the CSEA representative gives notice to the immediate supervisor that he/she wishes to transact Association business on the job site. CSEA shall have the right of access to District bargaining unit members at reasonable times. The term "reasonable times" as used here means a bargaining unit member's meal or rest periods and any time before or after the member's assigned duty time.
 - 5.1.1 If a CSEA representative or representatives is attending a District scheduled meeting the Associate Superintendent of Human Resources or designee will notify the appropriate supervisors. For non-District scheduled meetings, CSEA representatives will request release time from the Associate Superintendent of Human Resources or designee 24-hours in advance. The 24-hour notice can be waived in appropriate circumstances by mutual agreement with the District Human Resources Department.
- 5.2 CSEA shall have the right to use without charge District buildings and facilities at reasonable times when not otherwise in use by mutual agreement.
- 5.3 The immediate supervisor of the building will grant CSEA use of District equipment for Chapter business in accordance with Civil Center Act and Board Policies and Regulations only if the use of such equipment does not interfere with the normal student instruction or work production of the District. CSEA shall pay for the cost of all materials and supplies incident to each use. CSEA agrees to leave the buildings and/or equipment used in a clean and orderly condition.
- 5.4 CSEA has the right to use without charge bulletin boards, mailboxes, the school mail system and the email system. Neither CSEA nor the District will use the email system to advocate or promote issues related to collective bargaining, make derogatory or negative statements about each other or advocate for a position in an elective process in which the District is involved. Site representatives shall have access to mailboxes for distribution of CSEA materials.
- 5.5 Upon written request, the District shall respond to reasonable requests by CSEA for information concerning the financial resources of the District, including financial reports and audits, preliminary budget requirements and allocations after Board review or approval, where applicable.

- 5.6 The CSEA Chapter President or designee shall be provided with three (3) full copies of the Board Agenda, including the minutes from the prior Board meeting, at the time of their publication.
- 5.7 Within thirty (30) days after the ratification of this Agreement and subsequent ratified agreements, the District shall post the Agreement and any ratified changes on the District website. Upon request, a copy will be provided to any bargaining unit member.
- 5.8 The District shall provide CSEA with the following lists:
- 5.8.1 A bargaining unit member list on September 1 of each year, which shall include the bargaining unit member's name, classification, hours per day, days per year and site.
 - 5.8.2 A seniority list for all classifications in the bargaining unit on a quarterly basis starting September 1 of each year.
 - 5.8.3 Monthly, a list of open positions, including position title, location, position control number, date position became vacant and number of days filled by a substitute
- 5.9 Public Employee Organization Leave (Association Leave): Upon written request, the District shall provide Association Leave to a reasonable number of elected and/or unelected classified employees of the Public Employee Organization (State CSEA) or local chapter CSEA 1717 to attend important organizational activities authorized by the State CSEA. State CSEA shall reimburse the total cost of compensation for the Association Leave, including retirement fund contributions.
- 5.10 The District shall allow 50% of duly authorized delegates without loss of compensation, to attend the Association's Annual Conference. The CSEA President or designee shall provide the District with a list of delegates who are attending the Annual Conference by July 15 of each year.
- 5.11 Chapter Business Release Time Bank: The District shall provide a release time bank to CSEA of five hundred (500) hours per fiscal year (not to be accrued) whose purpose shall be to provide CSEA representatives with release time. CSEA shall pay for all substitute costs incurred by the District in affording this release time. Nothing in this article precludes or restricts CSEA's right to release time as provided under Section 45210 of the Education Code in addition to the provisions contained in this Article.
- 5.11.1 Requests for use of the release time bank must be submitted in writing to the Associate Superintendent of Human Resources or designee, for approval at least twenty-four (24) hours prior to its use. In urgent

situations, CSEA needs to request a waiver of the 24 hour notice requirement by attempting to contact the Director, Human Resources/ Labor Relations or designee by telephone or email. Such request shall indicate the anticipated duration of the release time and shall specify that it is taken as Chapter Business release time. Release time may be taken in increments of one (1) hour or more.

- 5.11.2 The District shall periodically provide an accounting of the release time hours remaining in the bank.
 - 5.11.3 Examples of activities which will be charged to the bank include, but are not limited to, internal union meetings, CSEA initiated investigations of a non-disclosed nature or other strictly internal union activities.
- 5.12 The following activities will not be charged to the release time bank:
- 5.12.1 Site Representative meeting with site administrator.
 - 5.12.2 CSEA Chapter #1717 representative who accompanies bargaining unit members during representational meetings including investigation meetings conducted by the District, disciplinary, and grievance meetings. More than one CSEA Chapter #1717 representative may be released in situations where the parties are meeting over multiple unrelated issues involving more than one Chapter representative, or when a representative is undergoing on-the-job training in his/her role as a representative. The participants to any such meetings shall be disclosed ahead of time by both parties, and if there is an objection to the number of participants, then the structure of meeting may be changed to narrow the issues and the number of participants. This section does not preclude the CSEA Labor Relations Representative(s) from also attending such meetings. CSEA shall have the sole and exclusive right to designate who the representative(s) assigned will be pursuant to this article.
 - 5.12.3 During the formal portion of the Grievance process.
 - 5.12.4 Functions that the parties mutually agree provide District or mutual benefit (i.e., joint committees) would be District paid release time (no overtime).
 - 5.12.5 Time spent at meetings which the District initiates.
 - 5.12.6 CSEA designated representative for any CAL/OSHA inspections.

- 5.12.7 The preceding descriptions are intended to be all inclusive of situations necessitating release time of the Association President, Officers and Representatives; but release time shall also include release time in accordance with and to the extent required by the EERA.
- 5.12.8 CSEA and its Chapter 1717 limit representation by anyone other than CSEA and/or its Chapter 1717. CSEA reserves the right to appoint and/or limit representatives.

ARTICLE 6 - PERSONNEL FILES

- 6.1 Personnel files of each bargaining unit member shall be maintained in the District's central administrative offices.
- 6.2 All personnel files shall be kept in confidence and every bargaining unit member shall have the right to examine his or her file upon request provided such inspection takes place outside the bargaining unit member's normal working hours. Eight (8) hour employees that have work hours that fall between or are the same as Human Resources office hours shall contact the Director, Human Resources or designee to make arrangements to inspect their files.
- 6.3 Information of a derogatory nature shall not be entered or filed unless and until the bargaining unit member is given notice and an opportunity to review and comment. A bargaining unit member shall have the right to enter and have attached to any derogatory statement his or her own comments. The review shall take place during the time of receipt of the derogatory material.
- 6.4 Any written material placed in the bargaining unit member's file shall be signed and dated.
- 6.5 A bargaining unit member shall have the right to obtain copies of any material from the bargaining unit member's personnel file. The bargaining unit member will not be charged for the first ten (10) copies. The bargaining unit member will be charged the actual contracted rate per sheet for additional copies. A bargaining unit member shall have the right to authorize a CSEA representative to examine their file and obtain a copy of material in the file except those materials indicated in 6.6 below. The CSEA representative shall provide a form with the bargaining unit member's signature authorizing the review of materials.
- 6.6 Material not subject to inspection by the bargaining unit member includes rating reports or records that were obtained prior to employment or obtained in connection with a promotional examination.

ARTICLE 7 – EVALUATIONS AND PROBATIONARY PERIOD

- 7.1 Evaluations shall be considered as a tool to provide the bargaining unit member with information related to job performance and shall include a provision for commendations for exemplary employees.
- 7.2 Evaluations shall be conducted by the bargaining unit member's immediate administrative supervisor or an administrator within the chain of supervision over the bargaining unit member. Evaluations shall not be conducted by certificated teachers or confidential personnel. Bargaining unit members shall be notified in writing who his or her immediate supervisor(s) is upon initial employment in a position or upon change in immediate administrative supervisor(s).
- 7.2.1 Evaluations will be completed through manual or electronic format.
- 7.3 The probation period shall be defined as the initial twelve (12) month employment period.
- 7.3.1 There shall be a six (6) month probationary period for permanent classified bargaining unit members under the following circumstances:
- 7.3.1.1 Promotions into a position in a classification paid on a higher salary range.
- 7.3.1.2 Voluntary demotion or movement into a different classification on the same salary range in a different and unrelated occupational field, as determined by an agreement between CSEA and the Director of Human Resources that shall be made ten (10) calendar days after the request from Human Resources to CSEA. If no such agreement can be reached, the issue can be appealed to the Assistant Superintendent of Human Resources or designee who shall have the final determination. This determination is subject to the grievance article.
- 7.3.1.3 In the event a permanent bargaining unit member is released from probation under section 7.3.1, he or she will be returned to his or her previous classification.
- 7.4 Probationary bargaining unit members shall be evaluated at least once during his/her probationary period.
- 7.5 Permanent bargaining unit members who have received satisfactory evaluations shall be evaluated at the end of the first year in permanent status and at least every other year thereafter with continuing satisfactory evaluations. All evaluations will be completed by May 15th.

- 7.6 Promoted probationary bargaining unit members shall be evaluated at least once and early enough in their probationary period to be able to improve their performance.
 - 7.6.1 If the bargaining unit member does not pass probation, then the bargaining unit member shall have reversion rights to his/her previous classification.
- 7.7 No evaluation shall include negative statements or events that have not been investigated and documented.
- 7.8 The bargaining unit member shall have the right to receive a copy of all written evaluations and the right to respond to such evaluations in writing within ten (10) workdays. Such response shall be attached to the evaluation. The signing of an evaluation by a bargaining unit member only means that the bargaining unit member has received a copy of the evaluation, not that the bargaining unit member agrees with the contents of the evaluation.
- 7.9 Unit members who receive ratings that are less than acceptable, shall be provided an Employee Support Plan. The plan shall include deficiencies and specific recommendations for improvement. The District shall also identify resources for assisting the bargaining unit member in implementing any recommendations made, including training, courses and counseling.
- 7.10 Evaluation content shall not be made subject to the grievance procedure.
- 7.11 The District and the bargaining unit member may mutually agree to extend the probationary period of a bargaining unit member on an individual basis provided the extension is no longer than three (3) months.

ARTICLE 8 - HOURS AND OVERTIME

- 8.1 The work day, work week, and work year for all new or newly added bargaining unit positions(s) shall be designated and assigned by the District. Thereafter, any changes to the current bargaining unit position(s) or vacant bargaining unit position(s) shall be negotiated between CSEA and the District.
- 8.1.1 The District and CSEA agree to meet and negotiate between March 15th and April 15th to reach an agreement on the start and end times of member work hours for the next fiscal year.
- 8.2 The workweek shall consist of five (5) consecutive days, Monday through Friday, eight (8) hours per day and forty (40) hours per week. This section shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the District. Nothing in this Article shall be deemed to bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours for any or all of its classified positions. Any changes to the established hours and work days shall be negotiated with CSEA, except as outlined in 8.1.1.
- 8.3 Part-time classified bargaining unit members shall have their basic assignment permanently changed to reflect their longer hours pursuant to Education Code 45137.
- 8.4 When additional hours or days per year become available to a part-time position on a regular basis, (not in accordance with section 8.3 above) the assignment shall be offered to a bargaining unit member in the appropriate classification with the greatest seniority in that classification from the same site/department. If the senior bargaining unit member declines the assignment, it shall be offered to the remaining bargaining unit members in the classification in descending order of seniority at the site/department. The additional hours or days are then offered to the most senior bargaining unit member district-wide with the same number of hours and in the same classification as the bargaining unit member who declined the additional hours.
- 8.5 For the purposes of computing the number of hours worked, time during which a bargaining unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leaves of absence shall be considered as time worked by the bargaining unit member.
- 8.6 When it is known at least twenty-four (24) hours in advance that a bargaining unit member is going to be absent five (5) or more consecutive days, the opportunity to work those additional hours will be offered to the current bargaining unit members in the same classification as follows:

- 8.6.1 The bargaining unit member in the classification being given the increased hours shall be at the same site/department.
- 8.6.2 If two or more bargaining unit members in the classification request the increased hours, the supervisor for the site/department shall choose the bargaining unit member who will receive the assignment based on availability, demonstrated job performance and skills. If those factors are equal, the most senior employee at the same site/department shall receive the assignment. If no bargaining unit members meet these criteria, the supervisor may fill the absence with a substitute employee.
- 8.7 The bargaining unit member's regular work days shall not be reduced because of time worked in addition to the bargaining unit member's regular assigned work days.
- 8.8 The District may fill a vacant position(s) with a substitute(s) for no longer than sixty (60) calendar days. After the completion of sixty (60) days the district shall not continue to fill the vacant position(s) with a substitute without an agreement with CSEA.
- 8.9 A substitute may be hired for less than 195 days to replace a bargaining unit member who is temporarily absent from duty. This section does not preclude the District from hiring additional substitutes if the bargaining unit member's absence is for more than 195 days.

LUNCH PERIOD

- 8.10 Bargaining unit members who are contracted to work six (6) or more hours shall be provided an uninterrupted, non-compensated lunch period. The length of time for lunch shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour. The lunch period shall be scheduled upon initial employment in the position, and annually thereafter, by the immediate supervisor at or about the midpoint of the bargaining unit member's work shift. By mutual agreement, the lunch period may be rescheduled.
- 8.11 When a bargaining unit member's contracted workday is more than four (4) hours but less than six (6) hours an uninterrupted, non-compensated lunch period may be requested by the bargaining unit member to be approved by the supervisor or may need to be scheduled by the immediate supervisor upon initial employment in the position, and annually thereafter. If scheduled, the lunch period shall be at or about the midpoint of the bargaining unit member's work shift. By mutual agreement, a lunch period may be scheduled, rescheduled or eliminated.

REST PERIODS

- 8.12 Bargaining unit members who are contracted to work 2.5 to 3.49 hours shall receive one five (5) minute rest period, which shall, when practicable, be scheduled at the mid-point of the work shift.
- 8.13 Bargaining unit members who are contracted to work 3.5 to 5.99 hours shall receive one fifteen (15) minute rest period, which shall, when practicable, be scheduled at the mid-point of the work shift.
- 8.14 Bargaining unit members who are contracted to work six (6) or more hours shall receive two fifteen (15) minute rest periods. The first rest period shall, when practicable, be scheduled at the mid-point of the first half of the shift and the second rest period shall, when practicable, be scheduled at the mid-point of the second half of the shift.
- 8.15 The District shall make lunchroom and restroom facilities available for bargaining unit member's use.

OVERTIME

- 8.16 Bargaining unit members must obtain prior approval of their immediate supervisor to work any time in excess of their regularly scheduled work hours.
- 8.17 Overtime is defined to include time worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a calendar week, whether such hours are worked prior to the beginning of the regular assigned start time or following the assigned end time. Such hours shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay in accordance to section 10.6. All hours worked in excess of twelve (12) hours per day shall be compensated at two (2) times the regular rate of pay.
- 8.18 A bargaining unit member who has a work day of four (4) hours or more shall, for any work required to be performed on the sixth or seventh day following the commencement of his or her work week, be compensated at a rate of one and one-half (1-1/2) times the regular rate of pay for the bargaining unit member.
- 8.19 A bargaining unit member who has a work day of less than four (4) hours shall, for any work required to be performed on the seventh day following the commencement of his or her work week, be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the bargaining unit member.
- 8.20 Overtime shall be distributed and rotated as equally as practical among qualified bargaining unit members at an individual site/department within each appropriate classification. Absent volunteers, overtime will be assigned by a rotational system (with the least senior qualified bargaining unit member of the site/department first).

- 8.21 If a bargaining unit member voluntarily accepts a position that receives a stipend (e.g., coaching) the bargaining unit member agrees to waive his/her right to overtime.
- 8.22 The District may require a bargaining unit member to work overtime when required by the legitimate business needs of the District.

COMPENSATORY TIME

- 8.23 When a supervisor offers overtime, the supervisor shall specify whether or not the overtime to be worked is available for overtime pay only, compensatory time only, or if there is a choice. If there is a choice, the bargaining unit member shall determine at the time the overtime work is offered if he or she wishes to receive pay or time off.
 - 8.23.1 Compensatory time off is calculated at one and one-half (1 ½) times the number of overtime hours worked.
 - 8.23.2 Compensatory time off will be recorded on the District provided form.
- 8.24 A bargaining unit member may accumulate up to one hundred and twenty (120) hours of compensatory time. Any compensatory time off not used over and above 120 hours as of December 31st will be paid on the February variable payroll and will be paid off at the regular rate of pay. Any compensatory time off not used over and above 120 hours as of June 30th will be paid on the August variable payroll and will be paid off at the regular rate of pay.
- 8.25 Requests to use earned compensatory time off must comply with Article 13.

CALL BACK TIME

- 8.26 Time that a bargaining unit member is required to perform unscheduled work which does not continuously precede or follow a bargaining unit member's regularly scheduled assignment shall be considered call back time and shall be compensated for a minimum of two (2) hours of work at the overtime rate
- 8.27 Bargaining unit members who work as a result of call back emergencies shall have the right to use compensatory time to cover the next regularly scheduled work period.

STAND BY ASSIGNMENTS

- 8.28 Bargaining unit members maybe assigned and may accept stand by assignments outside their regularly assigned work hours or days. While in a stand by assignment the bargaining unit member must keep a District provided cell phone

with them and remain available to arrive at any District required location within one (1) hour of being called.

- 8.29 Stand by assignments will be offered to bargaining unit members who possess the necessary skills for the assignment as identified by the classification job description and supervisor.
- 8.30 If there is an ongoing need for stand by assignments, the assignment will be rotated weekly. Absent volunteers, overtime will be assigned by a rotational system (with the least senior qualified bargaining unit member of the site/department first).
- 8.31 Bargaining unit members on stand-by assignments shall be paid \$25.00 per eight (8) hour shift or portion thereof that the bargaining unit member is required to respond to the cell phone. In addition, bargaining unit members shall receive a minimum of two (2) hours pay at one and one half (1 ½) times his/her regular rate of pay for each time he/she actually travels to a District required location. If the bargaining unit member actually works in excess of two (2) hours, the bargaining unit member shall be paid at one and one half (1 ½) times their regular rate of pay for all time actually worked.

SUMMER SCHOOL ASSIGNMENTS

- 8.32 When work normally and customarily performed by bargaining unit members is required to be performed, the work shall be assigned to bargaining unit members in the appropriate classification and who work school term. A written agreement between CSEA or designee, and Director, Human Resources/Labor Relations or designee is required if the member is currently providing service to the District.
- 8.33 The District shall post all summer school assignments for ten (10) days on bulletin boards and in prominent locations at each District job site.
- 8.34 Summer school assignments shall be offered to bargaining unit members, who apply, with the most senior bargaining unit member in the classification being offered the assignment first.
- 8.35 In the event that a senior bargaining unit member declines the assignment, that assignment shall be offered to the next most senior unassigned bargaining unit member in the classification until accepted.
- 8.36 After all summer school assignments have been made and there are still vacancies, the District shall offer the summer school assignments to qualified summer school applicants by seniority to bargaining unit members in similar classifications first, then to those in other classifications.
- 8.37 Summer school assignments for the Transportation Department shall be governed by Article 18.

EXTRA ASSIGNMENTS OUTSIDE OF THE REGULAR ACADEMIC YEAR
EXCLUDING SUMMER SCHOOL

8.38 When it is necessary to fill a position, the duration of which is not to exceed three (3) months, and the assignment is not a part of the instructional calendar, the District shall fill the assignment with a bargaining unit member not regularly assigned during this period who currently holds the classification being filled. Extra assignments outside the regular academic year shall be distributed as equally as practicable among qualified bargaining unit members at an individual site/department within each appropriate classification. When more than one such eligible bargaining unit member exists, the most senior shall be appointed.

8.38.1 If the position can't be filled, then a classified bargaining unit member in the classification at a different site/department shall be appointed. When more than one such bargaining unit members exist, the most senior bargaining unit member shall be appointed.

8.38.2 If the position still can't be filled, then a classified bargaining unit member not regularly assigned to the classification that meets the minimum requirements and has passed the appropriate exam either currently or previously shall be appointed. When more than one such bargaining unit members exist, the most senior applicant shall be appointed.

CONTRACTING OUT

8.39 The District and Association agree that at times, work typically performed by bargaining unit members, needs to be contracted out for efficiency and organizational reasons. The Parties further agree that this will not result in a layoff of existing employees.

8.39.1 The Parties agree that the following circumstances allow the District to contract out services:

8.39.1.1 Processing of Employee Health Benefits during the Open Enrollment period

8.39.1.2 Temporary Bus Drivers

8.39.2 The District and CSEA agree that 8.39.1-8.39.1.2 will sunset on June 2018.

WORK-STUDY AND EMPLOYMENT OF STUDENT WORKERS

8.40 The District and Association agree that the District will accept the placement of work-study candidates and student workers under the following conditions:

8.40.1 The placement of work-study and student employees will not result in a layoff of existing employees.

8.40.2 Work-study and student employees will not fill a vacant position which would otherwise be occupied by District employees.

8.40.3 Work-study and student employees will work under the supervision of a District employee at all times.

8.40.4 The work-study and student employee programs are voluntary on behalf of all parties involved.

8.40.5 The District and CSEA agree that 8.40-8.40.4 will sunset on June 2018.

ARTICLE 9 – FILLING OF VACANCIES AND ADMINISTRATIVE TRANSFERS

DEFINITIONS

- 9.1 A “lateral transfer” is a change in classification to a classification paid on the same salary range.
- 9.2 A "transfer" is a change in work location from one work site to another site within the same classification.
- 9.3 A "demotion" shall consist of the movement of a bargaining unit member from one classification to a different classification with a lower salary range.
- 9.4 A “promotion” shall consist of the movement of a bargaining unit member from one classification to a different classification with a higher salary range.
- 9.5 An “administrative transfer” is defined as a change in a bargaining unit member’s work location within the same classification by means other than (a) the bargaining unit member’s request, (b) bumping, (c) promotion, or (d) demotion.

GENERAL PROVISIONS

- 9.6 Notices of vacancies shall be posted for at least five (5) working days on the bulletin boards and in prominent locations at each District job site. Job postings will be emailed to sites and departments five (5) work days prior to the closing date. At the end of each academic year bargaining unit member(s) will receive postings via district email. The job vacancy notice shall contain:
 - 9.6.1 The job title
 - 9.6.2 A brief description of the position and duties
 - 9.6.3 The minimum qualifications required for the position
 - 9.6.4 Primary job site or multiple job sites, if required
 - 9.6.5 The number of hours per day
 - 9.6.6 Days per week
 - 9.6.7 Days per year
 - 9.6.8 Salary range
 - 9.6.9 The filing deadline to apply for the vacancy
- 9.7 Any bargaining unit member that has **not** attained permanency in his/her initial classification may apply for a vacancy.

- 9.7.1 Bargaining unit members who have completed less than 6 months will have a 12 month probationary period in the new position. Bargaining unit members who have completed 6 months or more in their current position will have a 6 month probationary period in the new position.

FILLING OF VACANCIES

- 9.8 The District will fill vacancies by adhering to the following process:
 - 9.8.1 First consideration will be given to bargaining unit members requesting a transfer into a position with the same number of hours per day and days per year;
 - 9.8.2 Second consideration will be given to bargaining unit members requesting a transfer into a position with either an increased or decreased number of hours per day and/or days per year;
 - 9.8.3 Third, any bargaining unit members on a 39 month re-employment list will be offered the vacancy;
 - 9.8.4 Fourth consideration will be given to bargaining unit members requesting a lateral transfer;
 - 9.8.5 Fifth consideration will be given to bargaining unit members requesting a demotion;
 - 9.8.6 Sixth consideration will be given to bargaining unit members requesting a promotion;
 - 9.8.7 Seventh, if no bargaining unit member applies for or is selected based on objective criteria to fill the vacancy, then the District can fill the vacancy with an outside candidate.
- 9.9 During the process of filling a vacancy, if all qualifications (including physical, educational, test scores, written evaluations, attendance and experience) are equal, a bargaining unit member's seniority may be used as a tie-breaker.
 - 9.9.1 If a bargaining unit member is not selected, he/she may request the reasons for not being selected from the Director, Human Resources or designee.

ADMINISTRATIVE TRANSFERS

- 9.10 Temporary administrative transfers will only be accomplished in situations requiring immediate attention where there has been a natural disaster or other situations that severely impede the District's day to day operations.

- 9.11 A bargaining unit member shall receive a minimum of fifteen (15) calendar days' notice prior to the effective date of any permanent administrative transfer. The letter of transfer will include the reason for transfer.
- 9.12 The District shall not transfer bargaining unit members arbitrarily or capriciously. Should there be a need to displace another bargaining unit member, the District will ask for volunteers at the site and if there are no volunteers, the District will displace the least senior employee in the appropriate classification.

ARTICLE 10 - PAY AND ALLOWANCES

- 10.1 Pay for twelve (12) month bargaining unit members shall be computed on the following basis:
 - 10.1.1 Hours worked per day x hourly rate of pay x number of days per year worked (includes holidays) divided by 12 months.
- 10.2 Pay for less than twelve (12) month bargaining unit members shall be computed on the following basis:
 - 10.2.1 Hours worked per day x hourly rate of pay x number of days per year worked (plus holidays and vacation) divided by 11.
(Bargaining unit members may elect to receive a twelfth (12th) deferred check).
- 10.3 For all other bargaining unit members, pay checks will be issued on the District's last regular working day of the month.
- 10.4 All additional hours worked shall be paid with the variable payroll. As an example, extra hours worked 10/16-11/15 will be paid on 12/10 variable payroll. The appropriate deadline for time sheets to be submitted shall be no later than three (3) working days after the end of the work period.
- 10.5 The hourly rate of pay for each classification in the bargaining unit shall be in accordance with Appendix B (CSEA Hourly Salary Schedule) which is attached and incorporated as a part of this Agreement.
- 10.6 A bargaining unit member's regular rate of pay shall include any longevity required to be paid under this Agreement.
- 10.7 When an increase is negotiated between the parties, the salary schedule shall be increased by such amount with the agreed upon effective date.
- 10.8 Prior to establishing a new classified bargaining unit job description and salary range placement, the District shall negotiate with CSEA.

STEP PLACEMENT AND MOVEMENT

- 10.9 Step credit shall be given to new bargaining unit members for outside related scope of work experience. Such experience shall enable the bargaining unit member to be initially placed on a maximum of Step 5 of the appropriate range. Placement on steps 6 through 9 may be completed through a written agreement, email will suffice, with the CSEA President or designee. CSEA President or designee must reply within two

business days or District will make placement. CSEA shall be notified of any newly hired bargaining unit member's placement.

- 10.10 Step increases shall become effective on July 1 of each year. In order for a newly hired bargaining unit member to be eligible for a step increase, the bargaining unit member shall have a hire date as of December 1st.
- 10.11 In instances of a bargaining unit member being promoted to a classification with a higher salary range, the bargaining unit member shall be placed on the new range and step which provides for not less than a five percent (5%) increase, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that classification.
- 10.12 In instances of a bargaining unit member who voluntarily accepts a position in a lower classification, the bargaining unit member shall retain the step placement held prior to the change on the new salary range.
- 10.13 A bargaining unit member who resigns and is reemployed in the same classification within one (1) year shall be placed at the same step on the salary schedule at the time of his or her resignation. This provision shall apply only to bargaining unit members who were originally employed for not less than three (3) years prior to his or her resignation.

LONGEVITY

- 10.15 Bargaining unit members shall be eligible for longevity increments to be added to their annual base salary as described below. Longevity increments are defined as two and one-half percent (2.50%) of the bargaining unit member's current base salary. With the exception of the ten (10) year increment which will be as follows:
 - 10.15.1 After completion of ten (10) years of continuous District service – one (1) increment.
 - 10.15.2 After completion of fifteen (15) years of continuous District service - one (1) additional increment.
 - 10.15.3 After completion of twenty (20) years of continuous District service - one (1) additional increment.
 - 10.15.4 After completion of twenty five (25) years of continuous District service - one (1) additional increment.
 - 10.15.5 After completion of thirty (30) years of continuous District service - one (1) additional increment.

- 10.16 Payment of increments shall commence with the first paycheck after July 1 following completion of the years of qualifying service.
- 10.17 Longevity increments earned shall be carried forward in the event the bargaining unit member is transferred, promoted or demoted to a new classification.

IMMUNIZATIONS/TB TESTING

- 10.18 The district shall pay for the cost associated with maintaining bargaining unit member immunizations as required by the bargaining unit member's job description
- 10.19 TB tests will be reimbursed up to the maximum amounts outlined on the District's approved list of providers.

LICENSES/CERTIFICATES

- 10.20 The district shall pay for the cost associated with maintaining required licenses and certifications (excluding California Class C Driver's License).

MILEAGE

- 10.21 Bargaining unit members whose job classification requires travel will be reimbursed for all mileage incurred in the course of performing services required in connection with that job classification, other than mileage to and from home and the primary work location. Reimbursement shall be at the current established Internal Revenue Service (IRS) rate.
- 10.22 Bargaining unit members whose work assignment requires them to pay for meals, lodging, tolls or parking, while away from the District, may be advanced or shall be reimbursed, in accordance with the applicable District established policies and regulations. Bargaining unit members shall be reimbursed for these costs within thirty (30) days after verification and approval of all required documents by the Accounts Payable Department.

OUT OF CLASSIFICATION PAY

- 10.23 A bargaining unit member may be required to perform duties not included in their current position. A bargaining unit member working in a higher classification for a period of more than five (5) workdays in a fifteen (15) calendar day period shall have his/her salary adjusted upward for all days worked in that assignment. The upward salary adjustment shall be on the same range that the out of classification duties are assigned and on the step which provides for not less than a five percent (5%) increase, except that the unit member may be placed on

the last step of the appropriate range if that is the maximum allowable for that class.

PAYROLL ERRORS

10.24 If the District makes an error on a salary warrant resulting in an underpayment, a second warrant to correct to the deficiency will be issued within ten (10) working days of the report of such error.

ARTICLE 11 - EMPLOYEE SAFETY, EXPENSES AND MATERIALS
TOOLS/EQUIPMENT AND TRAINING

11.1 The District shall provide the tools, equipment, supplies and clothing that are required by their immediate supervisor and necessary to bargaining unit members for performance of and directly related to employment duties.

11.1.1 Work boots: The District shall provide and maintain safety boots/shoes for all classifications for which the District requires safety boots/shoes.

11.2.1.1 Bargaining unit members shall be able to replace their safety boots/shoes at a cost of up to \$200 per year.

11.1.2 Uniforms: The District will provide the clothing/uniforms required by the District for the following departments: Campus Safety Specialist, Transportation, Nutritional Services, Technology, Maintenance and Custodial.

11.1.2.1 A sub-committee will meet to agree on the uniform to be worn. The sub-committee will consist of a District representative, department supervisor, and two CSEA members representing the department. The uniforms will not be implemented until the committee reaches an agreement.

11.1.2.2 Bargaining unit members will receive the required clothing/uniform upon initial employment and annual replacement.

11.1.2.3 Campus Safety Specialist Uniforms shall be provided:

11.1.2.3.1 Initial Employment: the bargaining unit member shall receive: two (2) shirts, two (2) pair of pants, one (1) jacket and one (1) hat. The uniform is to be worn at all times.

11.1.2.4 Equipment: The District will provide equipment required by the District to perform necessary job duties. Any purchased property remains the property

of the District. Upon separation of employment from the District, the items will be returned to the District.

11.1.2.4.1 Campus Safety Specialist Equipment: the following items will be purchased by, and will remain, the property of the District: key carrier, school site radio, radio holder, one mace/pepper spray and holder, and belt.

- 1.2 Bargaining unit members currently serving on the district emergency response team are authorized to take home an equipped vehicle during the time they are serving on the emergency response team.
- 11.3 Training required as a condition of employment shall be provided by the District. A bargaining unit member who is required by the District to attend a training program shall receive the appropriate rate of pay. Approved expenses will be reimbursed. This section excludes transportation which is addressed in the Transportation Article.
 - 11.3.1 The District may provide restraint training to bargaining unit members who are not required but request the training. Reasonable efforts will be made to accommodate such requests. If the training is held during work hours, such bargaining unit members will suffer no loss of pay. The District will pay for the cost of the class.

PHYSICAL EXAMINATIONS

- 11.4 When a bargaining unit member is required to submit to a physical examination for continuance of employment, the District shall provide the required examination with a physician of the District's choice.

SAFETY

- 11.5 Bargaining unit members may report unsafe conditions and/or equipment to his/her immediate supervisor. The report shall be made in writing and include the following:
 - 11.5.1 Date of report
 - 11.5.2 Name of bargaining unit member making report
 - 11.5.3 Location of unsafe condition and/or equipment
 - 11.5.4 Description of unsafe condition and/or equipment

- 11.6 When it is determined by the District that an unsafe condition exists, the District shall take steps to correct the unsafe condition.
- 11.7 Bargaining unit members are required to utilize all safety equipment and follow all safety procedures specified by the District. Bargaining unit members shall not be required to perform any duties which are unsafe or would cause harm to themselves or others.
- 11.8 School Sites/Departments may implement the use of sign-ins to ensure the safety of staff members.

ARTICLE 12 – HEALTH AND WELFARE BENEFITS

BARGAINING UNIT MEMBERS

- 12.1 The District shall form a joint health and welfare benefits committee, consisting of no more than three (3) representatives appointed by the respective participating bargaining unit groups and the District. The committee will meet as needed, but no less than twice a year, to annually review medical, dental, vision, employee assistance program, long term disability and life insurance plans that the District provides. The committee shall provide its recommendations to the bargaining units and the District
- 12.2 Bargaining unit members who are contracted to work twenty (20) hours per week, but less than thirty (30) hours per week are eligible for fifty percent (50%) of the District's contribution. Bargaining unit members who are contracted to work thirty (30) hours or more per week will be considered full-time and are eligible for one hundred percent (100%) of the District's contribution. This provision shall be in accordance with the District's current insurance carrier.
- 12.3 The District shall offer medical, dental, vision, employee assistance program, long term disability and life insurance plans to eligible bargaining unit members.
- 12.4 As of January 1, 2016, each classified member working 90% or greater of a full time employee will be required to enroll as a subscriber in a medical plan unless the member is waiving coverage as of December 31, 2015. If a 90% or greater classified member who is grandfathered later elects to enroll in a medical plan, they will not be able to return to waived status. To be grandfathered, a classified member will be required to show proof of other medical coverage. The health benefits provider will determine the eligibility for participation of persons in legally recognized relationships. The amount of the District's contribution shall be based on the medical benefit selected by the unit member. Where a unit member has opted out of medical benefits, with verification of medical coverage, in accordance with language above, but selects dental and/or vision the District shall contribute up to the medical single contribution towards the actual cost. (Language Updated to reflect prior agreement)

Single:	\$6,099.60
Employee plus one:	\$10,395.00
Family:	\$13,065.00

- 12.4.1 Eligible bargaining unit members whose spouse or registered domestic partner is also an employee of Twin Rivers Unified School District and is eligible for health benefits shall receive a coordinated District contribution.

If the bargaining unit member elects health coverage, the coordinated District contribution will be made up of the bargaining unit member's "employee plus

one” coverage and the spouse or registered domestic partner’s “employee only” coverage from their bargaining unit’s District contribution. The spouse or registered domestic partner shall take no health benefits and receive no remuneration in the form of a District contribution or “in lieu” payment. The bargaining unit member shall elect either “employee plus one” or “family” and receive the District coordinated contribution, as outlined above, to put towards the total cost of the District medical, vision and dental insurance. No additional funds will be provided to either employee.

- 12.5 When a bargaining unit member is on an approved unpaid leave of absence, the District shall permit the bargaining unit member to remain in the District offered plans of their choice and for which they are eligible at his/her own expense and without the District contribution. Arrangements for payment shall be made with the Payroll/Benefits Department.
- 12.6 As of May 1, 2014, employees not receiving cash in lieu of \$100.00 per month are ineligible to receive cash in lieu if medical coverage is later waived. Those eligible and receiving cash in lieu as of this date, will continue to receive the cash in lieu provided the member continues to be eligible to waive medical coverage.

RETIREE BENEFITS

- 12.7 Bargaining unit members who have been continuously employed by the District for a minimum of ten (10) years and are at least 55 years of age may, upon retirement from District employment, elect to continue to participate in District provided group health, dental and vision insurance coverage and receive 100% of the district’s monthly contribution. Any time spent on the re-employment list shall be considered a part of continuous employment with the District. The contribution shall be the District’s monthly single employee contribution received at the time of retirement. The District’s contribution shall continue until the retiree’s 65th birthday or Medicare eligible.
- 12.8 Retirees from the four predecessor districts who are already receiving retiree benefits as of March 1, 2011 shall not be affected by this provision.

SECTION 125 PLAN

- 12.9 The District shall offer to all bargaining unit members an Internal Revenue Code Section 125 plan. Eligibility requirements and plan benefits will be contained in the plan documents of the provider(s) agreed to by the parties.

ARTICLE 13 – VACATION

- 13.1 All bargaining unit members shall earn paid vacation time. Vacation benefits are earned on a fiscal year basis and shall be advanced on July 1 of each year.
- 13.2 A bargaining unit member must have been in paid status for more than one-half of the working days in the month in order to earn the vacation time for that month.
- 13.3 Bargaining unit members working less than twelve (12) months per year shall be entitled to twelve (12) days of vacation per year regardless of the length of service which the bargaining unit member has with the District. Such vacation is to be applied first during the winter recess, second to the spring recess and finally to any additional periods as needed. This vacation may not carry over from year to year.
- 13.4 Vacation for twelve (12) month bargaining unit members shall be earned and accumulated as stated below. Bargaining unit members must have completed their third, ninth and fifteenth year of service by June 30 in order to move to the next increment.
- 13.4.1 Upon hire with the District and through the third year: 12 days per year.
- 13.4.2 Commencing the fourth year through the ninth year: 16 days per year.
- 13.4.3 Commencing the tenth year of service through the fifteenth year: 18 days per year.
- 13.4.4 Commencing the sixteenth year of service: 24 days per year.
- 13.5 A day is defined as the number of hours a bargaining unit member is contracted to work each day. Pay for vacation days for bargaining unit members shall be the same as that which the bargaining unit member would have received had he/she been in a working status.
- 13.6 When a bargaining unit member leaves employment with the District for any reason, he/she shall be entitled to all vacation time earned and accumulated up to and including the effective date the bargaining unit member leaves District employment, excluding any vacation used.
- 13.7 A twelve (12) month bargaining unit member may carry over their annual vacation up thirty (30) days beginning July 1, 2013. Balances in excess of these amounts will be paid off at the bargaining unit member's current hourly rate of pay as of June 30th annually and paid on the August variable payroll.

VACATION SCHEDULES - 12 MONTH EMPLOYEES

- 13.8 Request for vacation must be submitted to the immediate supervisor at least ten (10) working days prior to the beginning date of vacation being requested.
- 13.9 Vacation requests shall be approved or denied within five (5) work days of receipt.
- 13.10 A bargaining unit member may request a waiver of the ten (10) days advance notice from their immediate supervisor.

VACATION POSTPONEMENT/INTERRUPTION/CANCELLATION

- 13.11 If a bargaining unit member's approved vacation comes due during the period when he/she is on leave due to an illness or injury, he/she shall be allowed to postpone his/her vacation. The bargaining unit member shall reschedule such postponed vacation in accordance with Sections 13.8 through 13.10.
- 13.12 A bargaining unit member shall be permitted to interrupt or terminate vacation in order to begin sick leave requiring services of a doctor, or bereavement leave, without return to duty status provided the bargaining unit member notified the District and submits supporting information substantiating such interruption or termination upon return to work.

ARTICLE 14 –HOLIDAYS

- 14.1 The following fourteen (14) holidays will be granted on the annual District calendar:
- 14.1.1 New Year's Day
 - 14.1.2 Martin Luther King, Jr. Day
 - 14.1.3 Lincoln's Day
 - 14.1.4 President's Day
 - 14.1.5 Memorial Day
 - 14.1.6 Independence Day
 - 14.1.7 Labor Day
 - 14.1.8 Veteran's Day
 - 14.1.9 Day before Thanksgiving
 - 14.1.10 Thanksgiving Day
 - 14.1.11 Day after Thanksgiving
 - 14.1.12 Christmas Eve
 - 14.1.13 Christmas Day
 - 14.1.14 New Year's Eve
- 14.2 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday. Placement of the holidays shall be part of the recommendation of the calendar committee on which CSEA shall have the opportunity to participate.
- 14.3 To receive pay for holidays, a bargaining unit member must be in a paid status on his/her normal work day immediately preceding or succeeding the holidays.
- 14.4 All hours worked on holidays designated by this Agreement shall be compensated at one and one half (1 ½) times in addition to the pay for the holiday, which shall equal two and one half (2 ½) times the regular rate of pay.

ADDITIONAL HOLIDAYS

- 14.5 Every day declared by the President of the United States or Governor of this State as a public fast, mourning, Thanksgiving or holiday, or any day declared a

holiday by the Governing Board under applicable laws, shall be a paid holiday for all bargaining unit members provided that:

14.5.1 The proclamation declaring such day either establishes a permanent ongoing holiday, or

14.5.2 The proclamation specifically states that the declared day is a one-time occurrence and is intended to release public employees from their regular work duties.

14.6 When a declared holiday falls during the scheduled vacation of a bargaining unit member, such bargaining unit member shall not be charged a vacation day for the holiday.

ARTICLE 15 - GRIEVANCE PROCEDURE

DEFINITIONS

- 15.1 Grievance: A "grievance" is an allegation by a bargaining unit member or CSEA that he/she or it has been adversely affected by a violation or misinterpretation of the specific provisions of this Agreement. Other matters for which a specific method of review is provided by law, the rules and regulations of the administrative regulations and procedures of the District, are not within the scope of this procedure. This grievance procedure does not apply to any other predecessor classified collective bargaining agreements.
- 15.2 Grievant: A "grievant" may be CSEA or any bargaining unit member covered by the terms of this Agreement.
- 15.3 Day: A "day" is any day on which the central administrative office of the District is open for business.
- 15.4 Immediate Supervisor: The "immediate supervisor" is the administrator having immediate jurisdiction over the grievant.

GENERAL

- 15.5 The purpose of this procedure is to secure at the lowest possible administrative level a resolution of the grievance.
- 15.6 The time limits specified should be considered firm, but may be extended by mutual agreement in writing.
- 15.7 Bargaining unit members are entitled to a representative of CSEA at all levels of the grievance process.

GRIEVANCE PROCEDURE

15.8 INFORMAL LEVEL

- 15.8.1 Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with the grievant's immediate supervisor. In no instance shall a grievance be filed longer than forty-five (45) days after the actual occurrence of the act or omission, or forty-five (45) days from the date the grievant reasonably should have become aware of the act or omission.
- 15.8.2 If the grievance involves more than one supervisor, the grievant may bypass the informal level and proceed to Formal Level One.

- 15.8.3 After the informal conference, the immediate supervisor shall respond verbally within five (5) days if he/she grants a remedy it shall be placed in writing.

15.9 FORMAL LEVELS

- 15.9.1 Formal Level One: If the grievance is not resolved after the informal level, the grievant must, within ten (10) days of the response to informal level, reduce his/her grievance to writing on the form attached hereto (see Appendix C) to the Director, Human Resources/Labor Relations or designee. The Director, Human Resources/Labor Relations or designee shall meet with the grievant within ten (10) days to resolve the grievance, if practicable, or discuss other resolution methods. After that meeting, the Director, Human Resources/Labor Relations or designee has seven (7) days to respond in writing to the grievant's written, formal level one.
- 15.9.2 Formal Level Two: If the grievance is not resolved after formal level one, the grievant must, within ten (10) days of the response to formal level one, request formal mediation. Notice that the grievance is being referred to mediation shall be provided to Director, Human Resources/Labor Relations or designee. The mediator shall be from a mutually agreed upon pool of mediators. The mediator shall be assigned based on availability by the Director, Human Resources/Labor Relations and the CSEA Labor Relations Representative, or designees. The mediator shall attempt to resolve the dispute and assist the parties in reducing the resolution to writing. If no resolution is reached within a reasonable time period, the mediator shall issue notice to the parties that level two has been concluded.
- 15.9.3 Formal Level Three: If the grievance is not resolved after formal level two, CSEA must, within ten (10) days of the response to formal level two, inform the Associate Superintendent of Human Resources/Labor Relations or designee that it wants to take part in binding arbitration. If the grievant is not CSEA, he/she must request that CSEA take part in binding arbitration sufficiently in advance of the ten (10) day time limit above to allow CSEA to determine whether or not to move the grievance forward to binding arbitration. The binding arbitrator shall issue a written response as soon as reasonably practicable.
- 15.9.3.1 Within sixty (60) days after CSEA submits the grievance for binding arbitration it will complete its internal processes for authorizing binding arbitration of the grievance and payment of its share of the costs of the arbitration as specified in this article. CSEA shall notify the District of the results of its

internal processing of the grievance upon completion of the process.

- 15.9.3.2 Provided that CSEA determines to proceed to binding arbitration after completion of its internal processes, the parties shall select a mutually acceptable Arbitrator.
- 15.9.3.3 If unable to agree on an arbitrator within ten (10) days of CSEA's proceeding to Formal Level Four, the grievance shall be submitted to the State Mediation Conciliation Services. The parties will then be bound by their rules and procedures.
- 15.9.3.4 All costs for arbitration services including, but not limited to, per diem, travel and meals, and the cost of any hearing room will be borne equally by the District and CSEA. All other costs will be borne by the party incurring them (for example: expert witness or transcripts). If there is a cancellation fee, the party canceling shall bear the entire cost of the cancellation fee.
- 15.9.3.5 Prior to the arbitration hearing, CSEA and the District shall provide to each other, to the extent they exist, documents, including but not limited to the following: stipulations, joint exhibits, witness lists and any issues that are relevant to the grievance process which must be answered, or resolved.
- 15.9.3.6 The Arbitrator shall render a decision on the intent, meaning and interpretation of this Agreement and shall have no power to add to, subtract from, or modify this Agreement.
- 15.9.3.7 Either party may call witnesses and present evidence relevant to the arbitration issues. Bargaining unit members called as witnesses will be released from duty to testify at the arbitration.
- 15.9.3.8 The Arbitrator's decision will be in writing and will determine fact, reasons and conclusions solely on the specific grievance issue.
- 15.9.3.9 The decision of the Arbitrator shall be submitted to the Superintendent, Associate Superintendent of Human Resources/Labor Relations, CSEA President or designee and CSEA Labor Relations Representative. It shall be kept confidential unless or until submitted to the Board of Trustees and the grievant(s).

15.9.3.10 The decision of the Arbitrator shall be final and binding on all parties.

MISCELLANEOUS

15.10 Time limits shall begin the day following receipt of a decision.

15.11 All documents, communication, and records resulting from the processing of a grievance shall be filed separately from the personnel file of any participant.

15.12 If the District does not respond in a timely fashion, the grievance automatically proceeds to the next level.

15.13 Failure of the grievant to file her/his grievance within the time limit or failure to appeal from one level to the next within the time limit shall be deemed a waiver of the grievance, and no further action to process the underlying complaint shall be required of the District. Time limits for filing a grievance and appealing from one level to the next are mandatory and jurisdictional and are to be decided by the arbitrator before the substantive issues of the grievance can be decided. The arbitrator does not have jurisdiction to rule on the substantive issues of a grievance or issue a remedy if the time limits have not been met.

ARTICLE 16 – DISCIPLINARY PROCEDURES

DEFINITIONS

- 16.1 Disciplinary Action: “Disciplinary action” includes any action whereby a permanent bargaining unit member is deprived of any classification or any incident of any classification in which he/she has permanence, including, dismissal, suspension, demotion (without his/her voluntary consent), except through layoff. A permanent bargaining unit member is a regular employee who successfully completes an initial probationary period.
- 16.2 Suspension: “Suspension” means temporary removal of any bargaining unit member from his/her position with loss of pay as a disciplinary measure.
- 16.3 Progressive Discipline: “Progressive discipline” includes but may not be limited to verbal warning, written warning, written reprimand, suspension.

PROCEDURES

- 16.4 Bargaining unit members may be disciplined for violation of the rules and regulations of the District, this Agreement, and the law.
- 16.5 Bargaining unit members shall be progressively disciplined. For these levels of discipline, a bargaining unit member may respond in writing within ten (10) work days and have it attached to any materials placed in the personnel file.
 - 16.5.1 Actions of a major nature or serious misconduct may bypass the progressive discipline procedures.
- 16.6 Recommendations for discipline shall be for “just cause”.
- 16.7 No disciplinary action shall be taken for any cause which arose before the bargaining unit member became permanent, nor for any cause which arose more than two years before the date of the filing of notice of cause unless this cause was concealed or not disclosed by the bargaining unit member when it could have been reasonably assumed that the bargaining unit member would have disclosed the facts to the District.

INITIATION AND NOTIFICATION OF CHARGES

- 16.8 The Superintendent or designee may initiate a disciplinary action as defined herein against a permanent classified bargaining unit member. The Notice of Intent of Disciplinary Action shall include the following:
- 16.8.1 A statement of the nature of the disciplinary action (e.g., suspension without pay, demotion, reduction of pay step in class, or dismissal).
 - 16.8.2 A statement of cause or causes for the disciplinary action, as set forth above.
 - 16.8.3 A statement of the specific acts or omission upon which the causes are based. If a violation of a rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.
 - 16.8.4 A statement that the bargaining unit member, upon request, is entitled to appear personally (Skelly Meeting) before the Associate Superintendent of Human Resources or designee (Skelly Officer) regarding the matters raised in the written notice.
 - 16.8.5 A form to be completed by the bargaining unit member requesting the Skelly meeting, which must be returned to the Associate Superintendent of Human Resources or designee within five (5) workdays following the date the written notice was served.
 - 16.8.6 A copy of the Notice of Intent of Disciplinary Action shall be provided at the same time to the CSEA Labor Relations Representative and the CSEA President or designee.
- 16.9 At the Skelly meeting the bargaining unit member shall be granted a reasonable opportunity to make any representations the bargaining unit member believes are relevant to the case.
- 16.9.1 The bargaining unit member shall be served in writing the decision of the Skelly Officer regarding the recommendation of proposed disciplinary action.
 - 16.9.2 A copy of the Skelly Officer's decision shall be provided at the same time to the CSEA Labor Relations Representative and the CSEA President or designee.
- 16.10 The bargaining unit member shall receive a Notice of Recommended Disciplinary Action. This notice shall include a statement that, upon written demand, the bargaining unit member is entitled to a full evidentiary hearing before a hearing

officer before any disciplinary action is filed. This notice shall indicate that the proposed disciplinary action may commence after ten (10) work days following the date the written notice was served, if a hearing is not requested. A form, the signing and filing of which shall constitute a demand for hearing and a denial of all charges, shall be included with the Notice of Recommended Disciplinary Action. A copy of the Notice of Recommended Disciplinary Action decision shall be provided at the same time to the CSEA Labor Relations Representative and the CSEA President or designee.

RIGHT TO APPEAL

16.11 Within ten (10) work days after receiving the Notice of Recommended Disciplinary Action described above, the bargaining unit member may appeal by signing and filing the form included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the bargaining unit member 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.

16.12 If the bargaining unit member fails to file a notice of appeal within ten (10) work days, he/she shall be deemed to have waived his/her right to appeal, and the hearing officer may order the recommended disciplinary action into effect immediately. A copy of the hearing officer's decision shall be provided to the CSEA Labor Relations Representative and the CSEA President or designee.

16.13 The District shall bear the burden of proof by the preponderance of the evidence.

16.14 CSEA and the District will provide one (1) copy of all necessary and relevant documents the parties intend to introduce at the hearing. The District and CSEA will identify any exhibits, any physical items, and any witnesses that the parties expect to introduce or to call at the hearing by no later than ten (10) calendar days prior to the hearing.

EMPLOYMENT STATUS PENDING APPEAL OR WAIVER

16.15 Except as provided herein, any bargaining unit member against whom a recommendation of discipline has been issued shall remain on active duty status

and responsible for fulfilling the duties of the position or on paid administrative leave, pending his/her appeal or waiver thereof.

16.16 If the Superintendent or designee determines that a permanent classified bargaining unit member should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff or property while proceedings are pending, the Superintendent or designee may order the bargaining unit member immediately suspended from duty without pay in conjunction with the recommendation of the disciplinary action.

16.16.1 This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the bargaining unit member either personally or by registered or certified mail, return receipt requested, immediately after issuance.

16.16.2 Except in cases of emergency when the bargaining unit member must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five (5) calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal.

16.16.3 This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and the proposed immediate suspension without pay, materials upon which the proposed action is based, and the bargaining unit member's right to respond to the Superintendent or designee orally or in writing before the final recommendations or order are issued. A copy of the Superintendent's decision shall be provided to the CSEA Labor Relations Representative and the CSEA President or designee.

HEARING PROCEDURES

16.17 The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The bargaining unit member shall be entitled to appear personally, produce evidence and have counsel.

16.18 Discipline Hearings through Binding Arbitration:

16.18.1 All costs for the hearing officer's services including, but not limited to, per diem, travel and meals, and the cost of any hearing room and court reporter, if applicable, will be borne equally by the District and CSEA. All other costs will be borne by the party incurring them (for example:

expert witness or transcripts). If there is a cancellation fee, the party canceling shall bear the entire cost of the cancellation fee. (16.18.1 will be suspended until June 30, 2018 at which time it will be incorporated into the CBA.)

16.18.2 In arriving at a decision on the propriety of the proposed disciplinary action, the hearing officer may consider the records of any prior disciplinary action proceedings against the employee not longer than two years before which was ultimately sustained and any records that were contained in the bargaining unit member's personnel files and introduced into evidence at the hearings. In no event shall any record be used that precedes the current proposed disciplinary action by more than two years except for impeachment and credibility purposes for a bargaining unit member who testifies on his/her own behalf.

16.18.3 The hearing office shall prepare a binding decision in the case that shall be binding on all parties.

HEARING DECISION

16.19 The decision of the hearing officer shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them. A copy of the hearing officer's decision shall be provided to the CSEA Labor Relations Representative and the CSEA President or designee.

16.19.1 The hearing officer shall prepare a final decision. A copy of the decision shall be sent to the Board or designee, appellant and the CSEA Labor Relations Representative. The Hearing Officer shall:

- 16.19.1.1 Adopt the disciplinary action
- 16.19.1.2 Reduce the disciplinary action
- 16.19.1.3 Reject the proposed disciplinary action

CAUSES

16.20 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 disciplinary action against a permanent bargaining unit member:

16.20.1 Falsifying any information supplied to the school district, including, but not limited to, information supplied on applications forms, employment records, or any other school district records

16.20.2 Incompetency

- 16.20.3 Inefficiency
- 16.20.4 Neglect of duty
- 16.20.5 Insubordination
- 16.20.6 Dishonesty
- 16.20.7 Drinking alcoholic beverages while on duty or in such close proximity thereto as to cause any detrimental effect upon the bargaining unit member or upon employees associated with him/her
- 16.20.8 Possessing, or being under the influence of, a controlled substance at work or furnishing alcohol or a controlled substance to a minor
- 16.20.9 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 (no contest), is deemed to be a conviction for this purpose
- 16.20.10 Absence without leave
- 16.20.11 Discourteous treatment of the public, students or other employees
- 16.20.12 Political activity that interferes with the performance of the bargaining unit member's job duties.
- 16.20.13 Willful disobedience
- 16.20.14 Misuse of District property
- 16.20.15 Violation of District, Board or departmental rule, policy or procedure
- 16.20.16 Failure to possess or keep in effect any required license, certificate, or other similar requirement specified in the bargaining unit member's class specifications or otherwise necessary for the bargaining unit member to perform the duties of the position
- 16.20.17 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, gender, or age against the public or other employees while acting in the capacity of a District employee

- 16.20.18 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
- 16.20.19 Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District or his/her employment.

ARTICLE 17 – LEAVES

GENERAL LEAVE POLICIES

- 17.1 For purposes of this article, immediate family is defined as:
The spouse, registered domestic partner, son, daughter, brother, sister, mother, father, a person or persons who acted in place of the parents (not to exceed two persons), grandmother, grandfather, grandchild, step parent, step child, foster child, son & daughter-in-law, brother & sister-in-law, of the bargaining unit member or spouse or any significant person living in the immediate household of the bargaining unit member. In addition to the above immediate family members, aunt and uncle are included if they acted as parent or guardian to the bargaining unit member during childhood.
- 17.2 Eligible bargaining unit members on paid leave shall continue to receive the benefits provided in Article 12 Health and Welfare Benefits.
- 17.3 Bargaining unit members shall report all absences through District established procedures; including automated systems.
- 17.4 No absence under any paid leave provision of this Article shall be considered a break in service for any bargaining unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

BEREAVEMENT LEAVE

- 17.5 Bargaining unit member shall be granted leave with full pay in the event of the death of a member of the bargaining unit member's immediate family as defined above.
- 17.6 The leave shall be for a period of three (3) days if the death or funeral takes place when less than 250 miles (one way) is required for travel.
- 17.7 The leave shall be for a period of five (5) days if the death or funeral takes place when more than 250 miles (one way) is required for travel.
- 17.8 It is understood that bargaining unit members may not be able to give advance notice in the event of the death of a member of the immediate family.
- 17.9 Employees may use up to 7 days personnel necessity leave in accordance with 17.34-17.39 if additional days are needed.

MILITARY LEAVE

- 17.10 A bargaining unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave up to and including thirty (30) days of paid leave per year.

SICK LEAVE

- 17.11 A bargaining unit member shall be granted the following sick leave for illness or injury:
- 17.11.1 Twelve (12) work months = 12 days.
 - 17.11.2 200 work days or more but less than 12 work months = 11 days.
 - 17.11.3 Less than 200 work days = 10 days.
 - 17.11.4 A bargaining unit member hired, after the start of the school year, will receive a pro-rated amount of the above accrual rate.
- 17.12 At the beginning of each fiscal year, the full amount of sick leave granted under Section 17.10 shall be credited to each bargaining unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new bargaining unit member of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
- 17.13 Sick leave not taken shall be accumulated from year to year without limitation.
- 17.14 Doctor and dentist appointments scheduled during the bargaining unit member's work day shall be deducted from sick leave. Reasonable effort shall be made to schedule routine appointments outside the bargaining unit members scheduled workday.
- 17.15 Bargaining unit members will make every reasonable effort to notify the District of intended absences prior to the beginning of the employee's shift. If the bargaining unit member knows or becomes aware that the absence will be for more than one (1) workday, he/she will provide notice of the anticipated length of the absence. "Reasonable effort" will typically mean at least an hour's notice of the absence will be given prior to the start of the bargaining unit member's work shift.
- 17.16 Pregnancy shall be treated as an illness for the purpose of sick leave, and shall include the post-natal period of pregnancy.
- 17.17 A bargaining unit member may use up to six (6) days per year of available sick leave for personal illness or injury for a child, parent, or spouse who is ill or injured, this shall be referred to as "family illness leave".
- 17.17.1 The superintendent or designee has discretion to approve the use of additional accrued sick leave for family illness.

- 17.18 Pay for any day of absence shall be the same as the pay that would have been received had the bargaining unit member served during the day of sick leave.
- 17.19 Sick leave may be taken in no less than fifteen (15) minutes increments.
- 17.20 Any bargaining unit member who is absent on sick leave for five consecutive work days or more shall, prior to returning to duty, provide the District with a physician's statement verifying that the bargaining unit member was examined during the absence and found: 1) to be ill or injured to such an extent that the bargaining unit member should remain absent from work during the period of absenteeism, and 2) to be medically ready to return to full active employment status upon the date the bargaining unit member returns.
- 17.21 At any time management has reason to suspect abuse of sick leave, the supervisor may notify the bargaining unit member in writing that for any future absences of a specified period of time, which shall not be more than a twelve (12) month period, for illness or injury the bargaining unit member shall be required to provide the Supervisor with a physician's statement verifying that the bargaining unit member was examined and found to be ill or injured to such an extent that the bargaining unit member should remain absent from work during the period of absenteeism.

SICK LEAVE CONVERSION AND INCENTIVE

- 17.22 The bargaining unit member who is filing a request for retirement may convert unused sick leave to retirement credit in accordance with California law and PERS regulations

EXTENDED ILLNESS LEAVE

- 17.23 Upon expiration of the bargaining unit member's accumulated sick leave, the bargaining unit member is entitled to his/her regular salary less fifty percent (50%) for each day of absence due to illness, injury or accident for a period of 100 working days or less. Extended illness leave shall be exclusive of any other paid leave, holidays, vacation or compensating time to which the bargaining unit member may be entitled. The 100 days of extended sick leave shall be exclusive of all other sick leave taken, and in addition to a bargaining unit member's annual sick leave or accumulated sick leave. It simply provides 50% pay when a bargaining unit member is out of sick leave up to 100 days maximum during any school year. The District may request additional medical verification of the extended sick leave and the bargaining unit member shall provide the verification, if requested.

39 MONTH RE-EMPLOYMENT LIST

17.24 After a bargaining unit member has exhausted all available leaves and he/she remains medically unable to assume the duties in his/her regular job classification, the unit member shall be placed on a re-employment list for a period of thirty-nine (39) months. Bargaining unit members must have provided at least one year of continuous service prior to the injury or illness to be eligible for this provision.

17.24.1 If at any time during the prescribed thirty-nine (39) months, the bargaining unit member is able to perform the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment.

17.24.2 Bargaining unit members shall be deemed to have recovered from an injury/illness and thereby able to return to work at such time as the bargaining unit member's attending physician indicates there has been such recovery. The District may require a separate medical opinion, at the District's expense, as to whether the bargaining unit member is deemed to have recovered. In this event, the bargaining unit member shall be placed in fully paid and benefited status pending the opinion of the second medical examiner. In the event a separate medical opinion is required, the District shall send the bargaining unit member to a physician from a pool of physicians agreed upon by CSEA and the District.

17.24.3 A bargaining unit member placed on a re-employment list who has been medically released for return to duty and who fails to accept his/her appropriate assignment shall receive no further offers until he/she notifies the District in writing of his/her interest in receiving offers. For purposes of this section, an appropriate assignment means at least the same number of hours per day, days per week and days per year, work calendar, and within the same classification.

17.24.4 The bargaining unit member's re-employment will take preference over all other applicants except for those laid off for lack of work or funds in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in-service will be disregarded and he/she shall be fully restored as a permanent bargaining unit member.

CATASTROPHIC LEAVE BANK

17.25 The purpose of the catastrophic leave bank (Leave Bank) is to provide additional paid sick leave benefits to bargaining unit members who suffer a catastrophic injury or illness.

- 17.25.1 Days deposited into the Leave Bank and not used shall accumulate from year to year.
- 17.25.2 Days shall be contributed to the Leave Bank and granted from the Leave Bank without regard to the daily rate of pay of the Leave Bank participant.
- 17.25.3 The Leave Bank shall be administered by a three (3) member Leave Bank Committee appointed by CSEA. The District shall appoint a Leave Bank Liaison to serve as District contact person for the Committee.

ELIGIBILITY AND CONTRIBUTIONS

- 17.25.4 All permanent bargaining unit members with the District are eligible to join the Leave Bank during the open enrollment period.
- 17.25.5 Permanent bargaining unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait for the next open enrollment period to join.
- 17.25.6 Cancellation shall occur automatically whenever a bargaining unit member fails to make his/her required annual contribution. Sick leave previously authorized for contribution to the Leave Bank shall not be returned if the bargaining unit member effects cancellation.
- 17.25.7 Participation is voluntary, and only contributors will be permitted to withdraw from the Leave Bank.
- 17.25.8 Contributions shall be made between July 1 and October 1 of each year. Bargaining unit members returning from extended leave, which included the enrollment period, will be permitted to contribute within thirty (30) calendar days of their return.
- 17.25.9 Contributions shall be authorized in writing yearly by the bargaining unit member.
- 17.25.10 The annual rate of contribution by each participating bargaining unit member for each school year shall be one (1) day of sick leave, which shall be deemed to equate to the legal minimum required by Education Code Section 44043.5.
- 17.25.11 No bargaining unit member may donate any sick leave days unless the bargaining unit member has a minimum of eight (8) earned sick leave days before any donations can be made to the Leave Bank.

LEAVE BANK GRANTS

- 17.25.12 Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the bargaining unit member. Leave Bank participants who suffer a catastrophic illness, long-term illness or disability which results in the bargaining unit member using all available paid leaves, including regular sick leave, vacation, and compensatory time off (CTO), shall become eligible to use this Leave Bank, subject to the restrictions and conditions outlined in this Article. Leave Bank participants whose available paid leaves are exhausted may be granted additional days of sick leave from the Leave Bank for catastrophic illness or injury upon approval of the Leave Bank Committee. Any stress related illness not documented by a physician and any leave for which the bargaining unit member has applied for workers' compensation shall be excluded from the use of Leave Bank.
- 17.25.13 Participants applying for a grant from the Leave Bank shall be required to submit to the Committee a medical doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness or injury confidential.
- 17.25.14 If the eligible bargaining unit member is incapacitated, a member of the eligible bargaining unit member's family or designee may submit requests for donation of catastrophic leave.
- 17.25.15 Grants from the Leave Bank shall be made in units of no less than five (5) duty days. Participants may submit requests for further grants prior to their current grant's expiration.
- 17.25.16 A day of donated sick leave shall be considered one day for purposes of credit to the Leave Bank, regardless of the number of hours that donated day would have been worth to the bargaining unit member making the donation.
- 17.25.17 If a bargaining unit member uses a day from the Leave Bank, pay for that day shall be the same pay the bargaining unit member would have received had the bargaining unit member worked that day.
- 17.25.18 Any days approved by the Committee that are unused by the bargaining unit member shall be returned to the Leave Bank.
- 17.25.19 For purposes of qualifying for PERS Disability Retirement, grant days shall not be considered available leave.
- 17.25.20 The Committee shall notify the District payroll office, in writing, of all approved grants. For any grant made prior to the 10th of the month, the bargaining unit member will be paid at the end of the month, and each subsequent month as applicable. For any grant made after the

10th of the month, the bargaining unit member will be paid at the end of the following month and each subsequent month as applicable.

- 17.25.21 No determination or denial or of use of the catastrophic leave bank is grievable under the grievance article of this Agreement.
- 17.25.22 Bargaining unit members who are granted use of Leave Bank days shall be considered in regular paid status during such use.

ADMINISTRATION OF THE LEAVE BANK

- 17.25.23 The Leave Bank Committee shall have the responsibility of maintaining the records of the Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants and the District.
- 17.25.24 The Committee's authority shall be limited to administration of the Leave Bank. The Committee shall establish procedures that include the size of grants available, and shall approve all properly submitted requests complying with the terms of this Article and the procedures, if days are available. Grants may not be denied on the basis of the type of illness or disability.
- 17.25.25 Applications shall be reviewed and decisions of the Committee reported to the applicant and the payroll office, in writing, within ten (10) workdays of receipt of the application.
- 17.25.26 The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.
- 17.25.27 By October 15, the District shall notify the Committee of the following:
 - 17.25.27.1 The total number of days in the Leave Bank.
 - 17.25.27.2 The names of participating bargaining unit members.
- 17.25.28 If during the course of the year additional bargaining unit members join the Leave Bank, the District shall so notify the Committee. The District shall respond to any request of the Committee within five (5) working days for information regarding the total number of days remaining in the Leave Bank.
- 17.25.29 Once the Leave Bank has accumulated six hundred (600) or more days as of July 1 of any year, contributions will be made as follows:

- 17.25.29.1 New participants and any current participants who have contributed to the bank for less than three (3) years shall contribute one day to the bank to establish or continue their eligibility for the year.
- 17.25.29.2 Participants who have contributed to the bank for at least three (3) years shall not be required to make any contribution to continue their eligibility for the year.
- 17.25.30 Once the Leave Bank has reached the initial six hundred (600) days, and subsequently falls below six hundred (600) days or less in any one year, a special window period of thirty calendar days will immediately be opened. Contributions of one (1) day may be made by any bargaining unit member and will be applied to the bank during this window period as follows:
 - 17.25.30.1 New participants' contributions will be applied to the bank first.
 - 17.25.30.2 If the bank is still below six hundred (600) days, the contributions of participants who have previously contributed to the bank will then be applied to the bank
- 17.25.31 If there are no days remaining in the Leave Bank to provide any additional grants, the Committee shall so notify applicants and must deny any additional grants until such time as the bank is replenished with contributions sufficient to make grants.

INDEMNIFICATION AND HOLD HARMLESS

- 17.25.32 CSEA agrees to pay all costs, including attorney's fees, of any defense which the District must make of any claims made under the terms of this Article, whether in grievance, arbitration, law, or equity, and CSEA agrees to indemnify and hold the District harmless in respect to any such claims or actions.

INDUSTRIAL ACCIDENT/ILLNESS LEAVE

- 17.26 A bargaining unit member suffering an injury or illness arising during the course of employment shall be entitled to a leave up to sixty (60) working days in any one fiscal year for any one (1) accident or illness. This leave shall not be accumulated from year to year, when leave will overlap a fiscal year the unit member shall be entitled to only that amount remaining at the end of the fiscal

year of which the injury or illness occurred. The leave shall commence with the first day of absence.

- 17.27 During any industrial accident or illness leave, the bargaining unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the bargaining unit member the appropriate salary warrants for payment of the bargaining unit member's normal wage for the day and shall deduct normal retirement and other authorized deductions.
- 17.28 Any bargaining unit member receiving benefits as a result of Education Code Section 45192 shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.
- 17.29 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, extended illness leave, vacation or other paid leave may then be used. If however, a bargaining unit member is still receiving temporary disability payments at the time of exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available leaves which, when added to the temporary disability payments provides the bargaining unit member's regular salary for the day.
- 17.30 Any time a bargaining unit member on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.
- 17.31 The District will make all efforts to provide all bargaining unit members with modified/light duty within the restrictions of the treating physician(s) when practical.
- 17.32 If at the conclusion of all leaves of absence, paid or unpaid, and the bargaining unit member is still unable to perform the duties of his/her position, he/she shall be placed on a re-employment list for a period of thirty-nine (39) months.
 - 17.32.1 Bargaining unit members must have provided at least one year of continuous service prior to the industrial accident or illness to be eligible for this provision.
- 17.33 If at any time during the prescribed thirty-nine (39) months, the bargaining unit member is able to perform the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment.
 - 17.33.1 Bargaining unit members shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such

time as the unit member's attending physician indicates there has been such recovery.

17.33.2 A bargaining unit member placed on a re-employment list who has been medically released for return to duty and who fails to accept his/her appropriate assignment shall receive no further offers until he/she notifies the District in writing of their interest in receiving offers. For purposes of this section, an appropriate assignment means at least the same number of hours per day, days per week, and days per year, work calendar, and within the same classification.

17.33.3 The bargaining unit member's re-employment will take preference over all other applicants except for those laid off for lack of work or funds in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent bargaining unit member.

PERSONAL NECESSITY

17.34 Personal necessity leave shall be limited to circumstances serious in nature that the bargaining unit member cannot reasonably be expected to disregard.

17.35 In any year, a maximum of seven (7) days of accumulated sick leave may be used for personal necessity reasons.

17.36 The bargaining unit member shall be required to provide notice as soon as practicable for personal necessity leave taken.

17.37 The bargaining unit member shall not be required to provide advance notice for leave taken for any of the following reasons:

17.37.1 Death or critical illness of a member of the bargaining unit member's immediate family. (Critical illness is defined as illness where death is imminent, may result in permanent disability, or requires hospitalization. The members of the immediate family are those persons identified Section 17.1.)

17.37.2 Accident involving the bargaining unit member's person or property or the person or property of a member of the bargaining unit member's immediate family.

17.37.3 Imminent danger to the home of a bargaining unit member, occasioned by an event such as flood or fire, serious in nature, which under the circumstances the bargaining unit member cannot reasonably be expected to disregard and which requires the

attention of bargaining unit member during the bargaining unit member's assigned hours of service.

- 17.37.4 In cases in which no advance notice is required, the bargaining unit member shall provide the designated supervisor with advance notification of the circumstances if possible. Where no advance notice is possible, the bargaining unit member shall fill out the necessary absence forms upon the bargaining unit member's return.
- 17.38 Other personal necessity leaves, as limited below, require prior notice of at least twenty-four (24) hours. Whenever possible, bargaining unit members should give notice at the earliest possible time prior to the leave.
 - 17.38.1 Appearance in court as a litigant, party, or as a witness under an official order.
 - 17.38.2 Bereavement beyond that which is specified in the Bereavement Leave section.
 - 17.38.3 Adoption.
 - 17.38.4 Serious illness of a member of the bargaining unit member's immediate family beyond the six days of family illness leave. (The members of the immediate family are those persons identified in Section 17.1.)
 - 17.38.5 Child's or spouse's graduation or child's wedding.
 - 17.38.6 Birth of the bargaining unit member's child or grandchild.
- 17.39 Personal necessity leave may be used for reasons not listed with prior approval from the bargaining unit employee's immediate supervisor.

FAMILY MEDICAL LEAVE

- 17.40 The District will comply with the requirements of the California Family Leave Act and the federal Family Medical Leave Act in providing unpaid leave to eligible bargaining unit members under the terms of those laws. Generally, eligible bargaining unit members are entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period. Entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

- 17.41 The District will continue health and welfare benefits at the bargaining unit member's agreed upon District contribution level during this leave.
- 17.42 A bargaining unit member completing family medical leave will be returned to his/her original position.

TERMINAL ILLNESS LEAVE

- 17.43 A bargaining unit member, upon the exhaustion of all sick leave and extended illness leave and who has written verification from a medical doctor that he/she is terminally ill, shall be granted terminal illness leave. Terminal Illness Leave shall provide the bargaining unit member full contractual salary for each month or part thereof that the bargaining unit member survives for a period not to exceed twelve (12) months. Health and welfare benefits shall remain in full force during this period.

TRAINING AND EDUCATION LEAVE

- 17.44 An unpaid leave of absence, not to exceed 195 working days, for study/training/education shall be granted to any bargaining unit member who meets the following qualifications:
- 17.44.1 The study, training and education must be for improving skills in the bargaining unit member's current job or developing skills for promotion or career field in the District.
- 17.44.2 Such leave of absence may be taken in separate periods or in any other appropriate periods rather than for a continuous 195 working days provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period.
- 17.45 Study leave cannot be granted to an individual who has not served at least four (4) consecutive years of service preceding the granting of the leave.
- 17.46 No more than one study leave shall be granted in each three (3) year period.
- 17.47 Any leave of absence granted under this section shall not be deemed a break in service for any purpose, except that such leave shall not be included as service for the granting of any subsequent leave under this type of leave, nor shall bargaining unit member earn vacation, sick leave, holidays, step increases or other benefits provided under this Agreement.

UNPAID LEAVE OF ABSENCE

- 17.48 An unpaid leave of absence may be granted to a permanent bargaining unit member at any time upon terms acceptable to the District. Leave under this section shall not be granted to seek or accept other employment. Day to day

leave granted under this section requires prior approval of the site/department administrator or designee. Leave of ten (10) days or more, but less than thirty (30) days, granted under this section requires prior approval of the site/department administrator or designee, the Human Resources Department, and may require Board approval.

- 17.49 Leaves of more than thirty (30) days may only be granted by the Board of Education and will not exceed six (6) months.
- 17.50 A bargaining unit member may request up to six (6) additional months of unpaid leave from the Board. Such request must be made no less than one month prior to the expiration of any initial granting of unpaid leave of absence.
- 17.51 In no case will the Board grant more than eighteen (18) months of unpaid leave to a bargaining unit member under these provisions.
- 17.52 Upon completion of the unpaid leave of absence, the bargaining unit member is entitled to return to his/her former assignment.
- 17.53 Any leave of absence granted under this section shall be deemed a break in service. A bargaining unit member shall not earn vacation, sick leave, holidays, step increases or other benefits provided under this Agreement.

MEDICAL UNPAID LEAVE OF ABSENCE

- 17.54 A medical unpaid leave of absence may be granted to a permanent bargaining unit member who has exhausted all paid leaves and has been deemed unable to return to work due to accident and/or illness by the bargaining unit members treating physician.
- 17.55 Leaves may only be granted by the Board of Trustees and will not exceed six (6) months.
- 17.56 A bargaining unit member may request up to six (6) additional months of medical unpaid leave from the Board. Such request must be made no less than one month prior to the expiration of any initial granting of unpaid leave of absence and must include an updated treating physician statement.
- 17.57 In no case will the Board grant more than eighteen (18) months of medical unpaid leave to a bargaining unit member under these provisions.
- 17.58 Upon completion of the medical unpaid leave of absence, the bargaining unit member is entitled to return to his/her former assignment.
- 17.59 Any leave of absence granted under this section shall not be deemed a break in service for any purpose. A bargaining unit member shall not earn vacation,

sick leave, holidays, or other benefits provided under this Agreement while on a medical unpaid leave of absence.

JUDICIAL LEAVE

- 17.60 A bargaining unit member shall be entitled to leave without loss of pay for any time the bargaining unit member is required to perform jury duty.
- 17.61 The bargaining unit member shall receive his/her regular salary, but shall remit to the District any compensation he/she receives for such jury services less specific and separate allowance received from the court for travel, meals, parking or other necessary expenses.
- 17.62 Any day during which a bargaining unit member's regular assigned shift commences at 2:00 p.m. or after and who is required to serve three (3) hours or more on the day of jury duty shall be relieved from work with pay.
- 17.63 A bargaining unit member shall be entitled to leave without loss of pay for any time the bargaining unit member is subpoenaed to testify in a court of law or in front of a grand jury for reasons related to employment with the District.

PHYSICAL EXAMINATION AND TB TEST LEAVE

- 17.64 Bargaining unit member shall be granted paid leave when required by the District as a condition of continued employment to obtain a physical examination or TB test. The bargaining unit member is expected to travel straight to the physical examination or TB test from work and then straight back to work when the examination or TB test is completed. If possible, the bargaining unit member will notify his/her supervisor from the examination/test provider's location if the examination is going to take more than two (2) hours or if a TB test will take more than one (1) hour.

CIVIC DUTY LEAVE

- 17.65 If any bargaining unit member is required to work a double, eight (8) hour shift and whose work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the bargaining unit member is entitled to vote, the District shall grant sufficient leave for such voting by the bargaining unit member without loss of pay.

ARTICLE 18 –TRANSPORTATION

ROUTE PACKAGE BIDDING PROCEDURES

- 18.1 Route Package: A combination of home-to school, school to-home, and/or regularly scheduled mid-day runs, as determined by the District. District shall establish and maintain all bus routes and field trips with input from the CSEA advisory committee of no more than 5 Bus Drivers selected by CSEA.
- 18.2 Route Packages shall include, but not be limited to, bus routes for the regular school year (traditional, modified year round and/or year-round), afterschool programs, any regular scheduled programs, rover routes, and a selection of school buses from a list of buses determined for the route by the Director of Transportation or designee with input from the CSEA advisory committee. Route Packages shall be a minimum of thirty (30) hours per week. Each route package shall include the following:
 - 18.2.1 Thirty (30) minutes for bus pre-trip inspection,
 - 18.2.2 At least fifteen (15) minutes for fueling diesel/gasoline buses. At least thirty (30) minutes for fueling CNG buses. Any time in excess of stated amounts shall be approved by a supervisor.
 - 18.2.3 Fifteen (15) minutes per day to complete all documentation required and bus clean up/sweep,
 - 18.2.4 “Paid thru time” shall be non-driving time of one (1) hour or less during the route. The Bus Driver shall check in with a supervisor for duty assignment(s).
- 18.3 Bus Drivers shall have access to review the routes and the assigned selection of buses for a period of ten (10) work days prior to the route bid.
- 18.4 Route packages shall be bid in August and shall remain in effect until the following June excluding summer routes.
- 18.5 After bid completion, new bus route packages will be effective July 1st.
- 18.6 Any time a route increases, it will be monitored for twenty (20) work days. If after twenty (20) work days, the route increases forty-five (45) minutes or more, the route will be posted for re-bid. If the route increase is less than forty-five (45) minutes, the increase will be readjusted and added to the original bid package.

- 18.6.1 Routes eligible for re-bid will be posted for a minimum of ten (10) work days or until filled by the most senior driver.
- 18.7 If after the August bid is complete a route is dissolved, the Bus Driver shall select a vacant route with no loss in hours to the driver until the next bid. If there is no vacant route, the driver will be assigned other duties within their job description.
- 18.8 If after the August bid is complete the route decreases, the Bus Driver's total hours will not be reduced, but the driver shall check with a supervisor or designee for duty assignments.
- 18.9 Bus Drivers shall select a bus route package, including bus selection assigned for that route, in the order of the Bus Driver's seniority with the most senior selecting first. The Bus Driver shall be limited to eight (8) minutes to complete his/her selection. If the Bus Driver either fails to complete the bid process within the time limit or misses his/her scheduled appointment without prior notification to the Director of Transportation or designee, the driver will be rescheduled to bid after all other drivers have had the opportunity to bid.
- 18.9.1 Bus Drivers who are expecting to be absent from the bidding process shall provide in writing their top three (3) selections to the Director of Transportation or designee, the transportation job steward or the bargaining unit member's designee.
- 18.10 Bus Drivers shall have the option of selecting a rover route. Those drivers shall be proficient in all aspects of the different buses and routes. Such drivers shall be used to cover any and all vacant routes (until filled) or other duties as assigned.
- 18.11 Upon selecting a bid package, if the driver is not proficient for the equipment assigned to the bid package, the driver will have ten (10) work days to become proficient. If the driver fails to become proficient within ten (10) work days, the route will be posted for re-bid. Thereafter the driver shall select an open route for which they are eligible. If no open route is available for which the driver is eligible, the driver shall be assigned other duties within their job description.
- 18.12 "Stand By Time" shall be any time between Bus Driver assignments of one (1) hour or less. The Bus Driver shall check in with a supervisor for duty assignment(s).
- 18.13 Summer bus routes shall be bid no later than ten (10) work days prior to the end of the traditional school year and shall remain in effect through the end of the summer route schedule.
- 18.14 If a vacancy occurs during the summer or school term routes due to resignation or other reason, the route can be occupied by a substitute, under the restrictions

of the Education Code, until the route can be filled through the re-bid process or a new Bus Driver is hired.

18.14.1 Routes eligible for re-bid will be posted for a minimum of five (5) work days or until filled by the most senior driver.

FIELD TRIPS

18.15 Initial field trip sign-ups will occur the first day of the traditional school year and will be in effect as of July 1 and through June 30. Bus Drivers may sign up throughout the year and will be placed in seniority order. Field Trips will be divided into three (3) categories: days (before 3 pm), nights (3 pm or later) and weekends/holidays.

18.16 Field trips will be filled in rotation order based on seniority from most senior to least senior.

18.16.1 Drivers who are offered field trips shall respond by accepting or declining within twenty-four (24) hours, excluding last minute trips (LMT).

18.16.2 Drivers who decline their offered field trip will have exhausted their turn in the current rotation.

18.16.3 Drivers who decline "last minute" field trips will not be charged.

18.16.4 "Last minute" field trips accepted by drivers will complete their turn in the current rotation.

18.16.5 In the event a Bus Driver does not have eligible hours or is not proficient for a particular field trip (i.e., mountain, snow, San Francisco) the trip shall be offered to the next eligible Bus Driver and the driver will be assigned for the next trip to which they are qualified.

18.17 The Director of Transportation or designee shall offer and provide training in all areas of proficiencies (i.e., mountain, snow, San Francisco) to all Bus Drivers. This training shall be offered as often as conditions and trainers are available.

18.18 Bus Drivers may decide to withdraw their name from a field trip list at any time. The driver shall submit in writing their intent to withdraw. The driver may submit in writing their return to the trip list at any time. The driver will be reinstated in seniority order once the current rotation has been completed.

18.19 The field trip assignments shall be maintained and updated at least twice per month and posted in the Transportation Office(s) and Drivers Lounge(s) at all times and available for inspection by any driver and CSEA.

- 18.20 For field trips cancelled on a regularly scheduled work day, the Bus Driver shall be paid for actual duty time associated with the cancelled field trip and be offered the next available like field trip for which the driver is eligible.
- 18.21 For field trips scheduled on a day when the Bus Driver is not regularly scheduled to work and the field trip is cancelled with less than one (1) hour notice, the Bus Driver shall be paid minimum call back time as provided for in Section 8.26 of this Agreement and the driver shall be offered the next available like field trip for which the driver is eligible.
- 18.21.1 For field trips scheduled on a day when the Bus Driver is not regularly scheduled to work and the field trip is cancelled with more than one (1) hour notice the driver shall only be offered the next available like field trip for which the driver is eligible.
- 18.22 Bus Drivers shall be reimbursed for expenses related to the taking of field trips, as per Section 10.22 of this Agreement. Fuel cards shall be provided for the Bus Driver as needed.

EXTRA DUTIES

- 18.23 Extra duties are any and all work that does not conflict with a Bus Drivers' route package and/or a field trip. Extra duties may include non-driving time.
- 18.24 Initial extra duty sign-ups will occur the first day of the traditional school year and will be in effect as of July 1 and through June 30. All Bus Drivers are eligible to sign up to participate in extra duties throughout the year and will be placed in seniority order.
- 18.25 Extra duties shall be offered in a rotational order based on seniority from most senior to least senior.
- 18.26 In the event a Bus Driver is not proficient for a particular extra duty, the extra duty shall be offered to the next eligible driver and she/he will be offered the next extra duty to which they are qualified.
- 18.27 Bus Drivers shall submit in writing at any time their intent to withdraw participation from the Extra Duties list. The Bus Driver may submit in writing their return to the list at any time. The driver will be reinstated in seniority order once the current rotation has been completed.
- 18.28 The Extra Duty list shall be maintained and updated daily and posted in the dispatch area(s) and available for inspection by any Bus Driver and CSEA.

18.29 All time from the beginning to the end of extra duties/assignments shall be paid at the appropriate rate of pay.

USE OF CONTRACTED BUSES

18.30 The use of contracted buses may be required under the following circumstances, however all efforts will be made to ensure school Bus Drivers are offered field trips whenever possible.

18.30.1 Field trips leaving or returning during regularly scheduled routes home to school and school to home may be allocated a common carrier. However, school Bus Driver(s) may return the trip if he/she has eligible driving hours to complete the trip and the Director Transportation Services or designee can provide coverage for that driver's regularly scheduled route.

18.30.2 Some circumstances may require equipment which has been specified and where the school bus lacks such equipment, a common carrier may be used.

18.30.3 Except as provided in section 18.30.2, field trips leaving/returning during weekends/holidays/non-scheduled work days will be allocated to school Bus Drivers.

VIDEO CAMERAS

18.31 The Transportation Services Department will train all Bus Drivers on proper use of the video camera equipment and train all vehicle maintenance staff on proper maintenance of the video equipment.

TRAINING

18.32 The District shall provide state required (TO1) training.

18.33 Renewal training outside the District shall be pre-approved by management. Management shall make every effort to respond to such inquiry immediately.

18.34 Training required as a condition of continued employment shall be provided by the District. A bargaining unit member who is required by the District to attend a training program (TO1) shall receive the appropriate rate of pay.

ARTICLE 19 – LAYOFF

- 19.1 A layoff shall be considered an involuntary separation from service based on a lack of work or lack of funds determined by the Governing Board.
- 19.1.1 The District is not required to negotiate a reduction in work hours or work year that occurs as a result of a bargaining unit member being laid off under Section 19.1 who exercises bumping rights into a position with less hours or work days
- 19.1.2 The decision to reduce bargaining unit member's work hours or work year, not as a result of bumping, will first be negotiated with CSEA.
- 19.2 The District shall notify CSEA in writing of the intent to do layoffs five (5) days prior to the Board agenda being published.
- 19.3 At the same time as the above five (5) day notice, the District will provide CSEA with legally available public information seniority lists and a list of bargaining unit positions to be laid off. Within three (3) business days following the layoff notices being sent the district shall provide CSEA a list of positions being laid off including work site, hours per day, days per year and incumbent.
- 19.4 After the Board has taken action on the layoff(s), CSEA and the District shall negotiate the effects prior to the effective date of the layoff. The parties shall meet and negotiate no less than sixty (60) calendar days prior to the effective date of the layoff.
- 19.4.1 Bargaining unit position shall not be transferred out of the bargaining unit.
- 19.4.2 The District shall release all temporary, short term and limited term employees before it lays off bargaining unit employees or reduces bargaining unit member hours.
- 19.5 The District shall notify the least senior bargaining unit member in each classification in writing a minimum of sixty (60) calendar days prior to the effective date of the layoff except in the event of an actual and existing financial inability to pay salaries to classified bargaining unit members or for causes not foreseeable or preventable by the Governing Board, where less than sixty (60) days notice may be given.
- 19.5.1 A written notice of layoff shall be either personally served upon or sent by certified mail to the last address given the District by the bargaining unit member. The notice shall contain:

- 19.5.1.1 The reason for the layoff (lack of work and/or lack of funds) and its effective date
 - 19.5.1.2 The bargaining unit member's bumping rights, if any
 - 19.5.1.3 The bargaining unit member's re-employment rights
 - 19.5.1.4 A statement of the bargaining unit member's right to a termination interview with the Director, Human Resources/Labor Relations or his/her designee and a representative of CSEA.
 - 19.5.1.5 Bargaining unit members will be allocated forty-eight (48) hours to make a decision after their termination interview with the Director, Human Resources/Labor Relations or his/her designee.
- 19.6 Seniority shall be defined as hire date within the current job classification and equal or higher classifications. Bargaining unit members shall accrue seniority for all leaves other than voluntary un-paid leaves as defined in Article 17.48-17.53, seniority shall be adjusted accordingly for these voluntary un-paid leaves. In the event that two (2) or more bargaining unit members have the same amount of seniority as defined above, the following tie-breaker shall be used:
- 19.6.1 Total District seniority including current classifications, equal classifications, higher classifications, and lower classifications
 - 19.6.2 If the above is equal, the tie shall be broken by lot (lot to be drawn by a CSEA representative in the presence of a District representative and the affected bargaining unit members who chose to attend).
- 19.7 Bumping Rights: A bargaining member whose position is eliminated shall have the right and may elect to exercise bumping rights in his/her current classification provided they have sufficient seniority. He/she shall have the right and may elect to bump the bargaining unit member having the least seniority with the closest job profile in his/her current classification. ("Job Profile" as defined in this section shall mean assigned hours per day, days per year.)
- 19.7.1 A bargaining unit member who is laid off from a classification and who has gained permanency in an equal, lower or higher classification and who has greater seniority shall have the right and may elect to bump the bargaining unit member having the least seniority with the closest job profile in his or her current classification. ("Job Profile" as defined in this section shall mean assigned hours per day, days per year.)

- 19.7.1.1 Bumping into a higher classification is not allowed for a bargaining unit member who was involuntary demoted for disciplinary reasons or for a bargaining unit member who entered into a settlement agreement to voluntarily demote for any reason.
 - 19.7.1.2 The bargaining unit member shall be placed on the step closest to their current hourly rate of pay unless the current hourly rate of pay exceeds step 8 in which case they will be placed at step 8.
- 19.7.2 A bargaining unit member displaced from his/her classification as a result of being bumped shall have the same bumping rights set forth above.
- 19.8 Any bargaining unit member who is improperly laid off and is otherwise entitled to employment shall be reemployed in the same or equal classification immediately upon discovery of the error and given all rights and privileges including retroactive pay, health and welfare benefits and vacation and sick leave accrual as if the bargaining unit member had not been laid off at all.
- 19.9 Any bargaining unit member who elects service retirement from the Public Employees Retirement System (PERS) shall be placed on a re-employment list for thirty-nine (39) months. The District shall notify PERS of the fact that the retirement was due to layoff. If the bargaining unit member is offered, and accepts in writing, an appropriate offer of re-employment, the District shall maintain the vacancy until PERS has properly processed the bargaining unit member's request for reinstatement from retirement.
- 19.10 Reemployment Rights - The names of bargaining unit members involuntarily laid off shall be placed on re-employment lists in the reverse order of layoff for 39 months. All bargaining unit members on the 39 month re-employment list shall be re-employed by seniority in any of their previous classifications if a vacancy occurs and the laid off bargaining unit member holds sufficient seniority.
 - 19.10.1 Bargaining unit members on a 39-month reemployment list who apply for other vacancies for which they meet the minimum qualifications shall be offered the position over all other outside applicants.
 - 19.10.2 A bargaining unit member who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District. Such notice shall be sent return receipt requested to the last address given the District by the bargaining unit member.

- 19.10.3 Upon return to work, all time during which a bargaining unit member was in (involuntary) unpaid status due to layoff shall be counted for seniority purposes not to exceed thirty-nine (39) months and unused sick leave benefits, accumulated prior to layoff, will be reinstated.
- 19.10.4 Bargaining unit members who voluntarily took a position in a lower classification or who took a voluntary reduction in hours in lieu of layoff shall, for a total of sixty-three (63) months, have re-employment rights to the higher paid position or to a position with increased assigned time as vacancies become available.
- 19.10.5 A unit member on a re-employment list shall have seven (7) work days after completed service of an offer of re-employment to accept or decline employment to his/her former class and status. In the event the bargaining unit member on the re-employment list will be unavailable to receive an offer of re-employment, it is the bargaining unit member responsibility to provide the District prior notice of his/her unavailability and an alternate address/phone number for purposes of providing the offer during that time period
- 19.10.6 Refusal of an offer of short-term employment shall not affect the standing of any bargaining unit member on a re-employment list. A bargaining unit member who accepts such employment shall be entitled to all rights and benefits pursuant to this Agreement.
- 19.10.7 Failure to respond within the time specified or a refusal of employment shall cause the bargaining unit member to no longer receive offers until he/she notifies the District, in writing, of his/her interest in receiving offers.

ARTICLE 20 - PROFESSIONAL GROWTH

- 20.1 The District shall establish a Professional Growth Fund of \$20,000 effective July 1st of every year. The District reserves the right to suspend the Fund in times of economic uncertainty. The purpose of this fund is to provide permanent classified bargaining unit members in the CSEA bargaining unit reimbursement for professional growth expenditures. This includes expenditures for:
 - 20.1.1 Improving skills in the bargaining unit member's current job
 - 20.1.2 Developing skills for promotion into another job classification
 - 20.1.3 Training in another career field within the District
- 20.2 Professional growth activities may be undertaken in any of the following areas:
 - 20.2.1 School, college, and home study courses
 - 20.2.2 Workshops
 - 20.2.3 Membership in job-related organizations (excluding use for CSEA dues)
 - 20.2.4 Professional organization conferences
- 20.3 Reimbursements may be requested for up to \$1000 biannually per person for the following:
 - 20.3.1 Conferences and workshops – registration fees
 - 20.3.2 Classes – tuition
 - 20.3.3 Book(s), on an individual basis
 - 20.3.4 Membership dues
- 20.4 The professional growth program is administered by a committee of six (6) members; three (3) appointed by CSEA and three (3) appointed by the District. The Committee is responsible for developing, maintaining, and/or modifying guidelines for professional growth activities and related expenditures and for approving/disapproving requests. Any action must be approved by a majority of the membership of the committee. The committee will meet in January and June of each year.

- 20.4.1 Professional Growth is being developed if:
 - 20.4.1.1 The experience reflects improvement/development/enhancement of skills in the participant's regular assignment
 - 20.4.1.2 The experience develops skills for promotion into another job classification that is identified by the employee
 - 20.4.1.3 The experience provides training for movement into another career field within the District. Career field changes must be identified by the bargaining unit member. There is an expectation that the bargaining unit member will give some thought and consideration to a decision to make a career change and those identified career fields will not be changed frequently
- 20.5 Bargaining unit members shall submit a "Request for Professional Growth Reimbursement" form identifying the activity and the expense to the Professional Growth Committee by September 30 and/or March 30.
- 20.6 If the activity involves release time, which has been approved by the supervisor, the supervisor's signature shall be on the request form. Forms are available by contacting the Human Resources Department of the District or CSEA.
- 20.7 At the completion of the activity, the bargaining unit member submits to the Director of Classified Personnel or his/her designee for review and approval by the Professional Growth Committee the documentation for reimbursement.
- 20.8 The Professional Growth Committee reviews the request and approves/disapproves and notes level of reimbursement authorized. A copy of the "Request for Professional Growth Reimbursement" form is returned to the bargaining unit member.
- 20.9 Reimbursement shall be paid in the amount approved by the Committee following completion of the activity and approval of all documentation.
- 20.10 All submissions for reimbursement for professional growth shall have attached applicable original receipts for expenses and proof of successful completion of courses (e.g., transcripts or report cards).
- 20.11 Request for reimbursement shall only be made for classes which occur during the previous semester/quarter or the immediate preceding six (6) month period.

ARTICLE 21 – RECLASSIFICATION

- 21.1 Each bargaining unit member shall, when employed, be placed in a designated classification title according to the job description for the area of assignment and responsibility.
- 21.2 A bargaining unit member may petition for a review of position classification through the submission of a "reclassification petition" to CSEA. CSEA must submit petitions to the Associate Superintendent of Human Resources/Labor Relations or designee between August 1 and October 10.
- 21.3 The Associate Superintendent of Human Resources/Labor Relations or designee shall be responsible for presenting a proposed recommendation for each submitted reclassification petition by January 25th. Reclassifications that are approved by the Assistant Superintendent of Employee Relations or designee will effect total compensation for the unit.
- 21.4 The proposed recommendation of the Associate Superintendent of Human Resources/Labor Relations or designee to approve or deny the petition, shall be communicated to the petitioner, CSEA, and the immediate supervisors with the reasons for the proposed recommendation. In evaluating the petition, the Associate Superintendent of Human Resources/Labor Relations or designee shall consider the following:
 - 21.4.1 The level and nature of the duties and responsibilities the bargaining unit member is regularly required to perform which are not covered by her/his job description
 - 21.4.2 How the bargaining unit member came to be assigned duties and responsibilities not covered by her/his job description (e.g., expansion of the function of the school or office, or possession by the bargaining unit member of special skills or abilities)
 - 21.4.3 Comparison of the bargaining unit member's actual duties as shown on the job description petition with the duties shown on the job description
 - 21.4.4 Internal relationships (e.g., classified salary schedule)
 - 21.4.5 Information given by the bargaining unit member and the bargaining unit member's immediate supervisor to the Associate Superintendent of Human Resources/Labor Relations or designee
- 21.5 If the bargaining unit member seeking reclassification disagrees with the proposed recommendation of the Associate Superintendent of Human Resources/Labor Relations or designee, he/she must notify the District within thirty (30) days of receipt of the recommendation. A panel shall be convened to

further study the petition. The Associate Superintendent of Human Resources/Labor Relations or designee shall present his/her findings to the Reclassification Review Panel. The voting members of the panel shall include two (2) members from CSEA selected by CSEA, and two (2) administrators.

21.5.1 The panel shall conduct a reclassification review which may include:

- 21.5.1.1 Interviews with the bargaining unit member, his/her supervisors, and persons serving in similar positions
- 21.5.1.2 Review of bargaining unit member's reclassification petition and reclassification petitions prepared by individuals serving in similar positions
- 21.5.1.3 Review of the official job description
- 21.5.1.4 A desk audit
- 21.5.1.5 Collection and examination of prevailing wage data for comparable positions
- 21.5.1.6 A CSEA representative may make an oral and/or written presentation to the Reclassification Review Panel

21.5.2 By May 15th the panel will determine by vote if the reclassification is approved, denied or tied. The employee, CSEA President or designee, and the Labor Relations Representative will be notified within 10 working days of the panel's decision.

- 21.5.2.1 In the event of a tie each panel member will state their reasons for support or denial of the reclassification to the facilitator. The facilitator will transcribe the information and attach supporting documentation for the panel members to review and initial. In no event shall the attached supporting documentation be documentation that has not been presented to the panel. The facilitator's transcription with panel's initials and supporting documents will be given to the Board by the Associate Superintendent Human Resources/Labor Relations.

21.6 The final decision on any recommended reclassification shall rest with the Board.

21.7 The effective date of all reclassification decisions by the Board shall be March 1 of the current fiscal year.

ARTICLE 22 – DISTRICT RIGHTS

- 22.1 The District retains all of its powers and authority to direct, manage, determine educational policy, determine hours of operation, determine kinds and levels of services, move or modify facilities, and determine its budget to the full extent of the law as limited only by the specific and express terms of this Agreement.
- 22.2 The District has the following areas of responsibility unless subject to negotiations:
 - 22.2.1 The educational policies, procedures, objectives, goals and programs
 - 22.2.2 The selection, assignment, hiring, classification, direction, promotion, demotion, dismissal of all classified personnel of the District; and the determination as to whether, when and where there is a job opening; except to the extent specifically negotiated in this Agreement
 - 22.2.3 The standards of performance of all bargaining unit members and whether bargaining unit members adequately perform such duties and meet such standards, except to the extent specifically negotiated in this Agreement
 - 22.2.4 The dates, times, hours and schedule of operation of District facilities
- 22.3 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner, nor does CSEA waive any rights guaranteed by law.
- 22.4 Any dispute arising out of, or in any way connected with, either the existence of, or the exercise of, any of the reserved rights of the District is not subject to the grievance provisions set forth in Article 15 except as provided by the specific and express terms of this Agreement.

ARTICLE 23 – NO STRIKE/NO LOCK OUT

- 23.1 The District agrees not to engage in any lockout of bargaining unit members covered by this agreement during the term of this agreement.
- 23.2 CSEA agrees not to engage in any form of strike by bargaining unit members covered by this agreement during the term of this agreement.

FORMAL PROCEDURE

Level I:

A. Date Submitted: _____ Date of Meeting: _____ Date of Response: _____

B. Reason For Appeal: _____

C. Response: _____

Signed: _____

Level II:

A. Date Submitted: _____ Date of Meeting: _____ Date of Response: _____

B. Reason for Appeal: _____

C. Response: _____

Signed: _____

Level III (Binding Arbitration):

A. Date Submitted: _____

B. Reason for Appeal: _____
