

Contract Agreement
Between
The Gridley Unified School District
And
California School Employees Association
South Butte Chapter No. 395
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Year 2 – 2019-20

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PREAMBLE

The Articles and provisions contained herein constitute a bilateral and binding agreement (hereafter "Agreement") by and between the GRIDLEY UNIFIED SCHOOL DISTRICT (hereafter "The District") and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SOUTH BUTTE CHAPTER #395 (hereafter "CSEA"). This Agreement is entered into pursuant to Chapter 10.7, sections 3540 through 3549, of the Government Code.

**ARTICLE I
RECOGNITION**

1.1. Acknowledgment

- 1.1.1 Except as provided in Article 1.1.2, the District hereby acknowledges that CSEA is the exclusive representative for all District employees excluding all certificated employees; all employees lawfully designated as management, confidential and supervisory employees, and all substitute and short-term employees.
- 1.1.2 Noon Supervisors shall be included in the representation unit. The following contract articles shall not apply to Noon Supervisors who are employed solely in that position: Article VII: Grievance Procedure, Article VIII: Discipline, Article IX: Layoff And Reemployment, Article X: Evaluations, Article XII: Vacancy-Transfer-Promotion, Article XVI: Health And Welfare Benefits, and Article XIX: Leaves. Although such employees are included in the representation unit, they shall not be classified employees. Accordingly, none of the statutes providing procedures and benefits to classified employees will be applicable to them, unless required by law. The District may eliminate or reduce the work hours of such Noon Supervisors with five (5) days prior written notice by the Superintendent. Notwithstanding the above provisions, such Noon Supervisors employed as of July 1, 1998, who are receiving District paid medical insurance coverage are eligible to continue to receive such coverage.
- 1.1.3 Unless disagreed by either the District or CSEA, any newly created classifications shall be included in the above classified representation unit.

1.2 Coverage

This Agreement applies only to employees in the above classified representation unit.

ARTICLE II
NON-DISCRIMINATION

The District shall not discriminate against employees for participation in the lawful activities of CSEA.

ARTICLE III

ORGANIZATIONAL SECURITY

3.1 Employee Rights

The District and CSEA recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organizations.

3.2 Check Off

CSEA shall have the sole and exclusive right to have the District deduct membership dues, initiation fees and service fees for employees in the bargaining unit. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District.

The District shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

3.3 Dues Deduction

3.3.1 The District shall deduct in accordance with the current dues and service fee schedule, dues from the wages of all employees who are members of CSEA on the date of execution of this Agreement and who have submitted to the District a dues authorization form.

3.3.2 The District shall deduct dues in accordance with the current dues and service fee schedule from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA and submit to the District a dues authorization form.

3.3.3 The District shall immediately notify the CSEA Chapter Treasurer if any member revokes a dues authorization.

3.4 Representation Fee

3.4.1 Any unit member who is not a member of CSEA, or who does not make application for membership within thirty (30) calendar days of commencement of assigned duties within the bargaining unit, shall become a member of CSEA or pay to CSEA a fee in an amount not to exceed the standard periodic dues and general assessments, payable to CSEA in the same manner as required for payment of membership dues. In the event unit members do not pay such fee directly to CSEA, or authorize payment through payroll deduction as provided in Article 3.3, CSEA shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45168 and in the same manner as set forth in Article 3.3. There shall be no charge to CSEA for such mandatory agency fee deductions or regular dues deductions.

3.4.2 Notwithstanding the above provision, current District employees who were not dues paying members of CSEA on June 30, 1998, shall be exempt from any obligation under this Article until he/she voluntarily joins CSEA as a member. Thereafter, he/she will be obligated under this Article.

3.5 Employees Exempted From Obligation To Pay CSEA

- 3.5.1 Religious Objection: Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support CSEA as a condition of employment. To be eligible for such exemption, a unit member must file with the District and the CSEA Chapter President a written statement and provide proof that he/she has a bona fide religious objection to the payment of any fee in support of a union or an "employee organization" as defined in section 3540.1 (d) of the Government Code and meet the requirements in Articles 3.5.1 and 3.5.3.
- 3.5.2 Philosophical Objection: Any employee who has a philosophical objection to joining or financially supporting an "employee organization" as defined in section 3540.1 (d) of the Government Code shall not be required to join or financially support CSEA as a condition of employment. To be eligible for such exemption, a unit member must so state in writing. This written statement must be filed with the District and the CSEA Chapter President within thirty (30) calendar days of commencement of assigned duties within the bargaining unit or within the thirty (30) calendar period prior to the expiration of this Agreement. Such exempt employees shall meet the requirements in either Articles 3.5.3 or 3.5.4.
- 3.5.3 Unit members exempt pursuant to Articles 3.5.1 and 3.5.2 shall, as an alternative to payment of a representation fee to CSEA, pay an amount equivalent to such representation fee to one or more non-religious, non-labor charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the U.S. Internal Revenue Code.
- 3.5.4 If payment pursuant to Article 3.5.3 is made directly and not through payroll deduction, proof of payment shall be made on an annual basis to the District as a condition of continued exemption from the requirement to join or financially support CSEA. Such proof shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before September 10th of each year. CSEA shall have the right of inspection in order to review said proof of payment.

3.6 Hold Harmless

- 3.6.1 CSEA shall indemnify and hold the District harmless against any and all judgments that arise in connection with the representation fee provisions defined herein.
- 3.6.2 CSEA also agrees it will pay court costs and reasonable legal fees and costs incurred by the District that arise in connection with litigation or threatened litigation concerning the representation fee provisions defined herein.
- 3.6.3 The District agrees to meet with CSEA to discuss the best course of action before it implements this hold harmless provision, and to continue such discussions during the course of any related legal action.
- 3.6.4 CSEA will have the exclusive right to decide and determine which matters, referred to in this Article, shall be compromised, resisted, defended, tried or appealed.

ARTICLE IV ORGANIZATIONAL RIGHTS

4.1 Access to Employees

CSEA has the right of access to areas in which employees work at times that do not interfere with assigned work of employees or school programs. CSEA representatives who are not employed by the District shall follow District policies upon the arrival at a school campus.

4.2 Use of Bulletin Boards, Etc.

CSEA has the right to use, without charge, institutional bulletin boards, mailboxes, and other means of communications, consistent with District policies.

4.3 Use of Facilities and Equipment

When not otherwise in use, CSEA may use District facilities and buildings for the purposes of meetings concerned with the exercise of rights guaranteed by the Educational Employment Relations Act. District policies regulating the use of facilities and buildings must be followed. CSEA may also use the District office equipment not otherwise in use, provided that the user is qualified to operate the equipment and CSEA reimburses the District for the reasonable costs for the use of the equipment.

4.4 Inspection of Personnel Files

CSEA has the right to review, at reasonable times, employees' personnel files and any other records dealing with employees, when accompanied by the employee or on presentation of a written authorization signed by the employee.

4.5 Review of District Materials

CSEA has the right to review at all reasonable times any non-confidential materials in the possession of or produced by the District which relates to wages, hours and other terms and conditions of employment for bargaining unit employees.

4.6 Distribution of Contract

Within thirty (30) days after the execution of this agreement, the District shall print or duplicate copies of this agreement and provide a copy in electronic format to each employee in the bargaining unit. The District shall provide any employee who becomes an employee of the bargaining unit after the execution of this agreement with a hard copy of this agreement.

4.7 Chapter Delegates

Chapter delegates to the CSEA State Convention shall be given released time, without pay, to attend said convention.

ARTICLE V
MANAGEMENT RIGHTS

5.1 Reserved Rights

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Those powers include, but are not limited to, determining its organization; directing the work of its employees; determining the times and hours of operation; determining the kinds and levels of services to be provided and determining the methods and means of providing them; establishing and implementing its service and maintenance policies, goals and objectives and insuring the rights of the community served; determining staffing patterns; determining the number and kinds of personnel required; building, moving or modifying facilities; establishing budget procedures and determining budgetary allocations and determining the methods of raising revenue. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate or lay off as defined in Article 9.1, and discipline employees, including the timing and number of employees so affected, as well as any other aspect of layoff or the implementation thereof.

5.2 Terms of the Agreement

The provisions of this Article shall not be construed to override specific terms of this Agreement.

ARTICLE VI DEFINITIONS

6.1 Immediate Family

"Immediate family" is defined as the spouse, registered domestic partner, mother, father, sister, brother, sister-in-law, brother-in-law, son, daughter, grandparent, grandchild, son-in-law, daughter-in-law, foster parent, foster child of the employee or his or her spouse and any relative of either spouse living in the immediate household of the employee.

6.2 Work Day

"Work day" means any day, Monday through Friday that employees are in paid status as outlined by the employees' work calendar that is not a federal, state or local holiday";

6.3 Grievance

6.3.1 "Grievance" means a complaint of CSEA or one or more unit members of a violation, misapplication or misinterpretation of this Agreement.

6.4 Grievant

6.4.1 "Grievant" means the employee(s) signing the grievance or CSEA, as provided in Article 7.1.1 above.

6.5 Party

6.5.1 "Party" means the grievant(s) and the District.

6.6 Vacancy

6.6.1 A "vacancy" is a position in the classified service covered by this Agreement which is intended to be filled and for which there is no incumbent serving or on leave of absence.

6.7 Transfer

6.7.1 A "transfer" is the filling of a vacancy within the same classification as the employee filling it.

6.8 Promotion

6.8.1 Promotion is movement from one classification to another classification within a higher maximum salary rate.

6.9 Probationary Period and Permanent Status

The probationary period of all classified employees shall be six (6) months of actual service, which shall include days of absence for illness or injury to which the employee is entitled without loss of pay pursuant to Education Code Section 45191.

Upon successful completion of the probationary period, any employee shall be designated as permanent status employee who shall be subject to disciplinary action only for cause as prescribed herein.

ARTICLE VII
GRIEVANCE PROCEDURE

7.1 Definitions

- 7.1.1 "Grievance" means a complaint of CSEA or one or more unit members of a violation, misapplication or misinterpretation of this Agreement.
- 7.1.2 "Grievant" means the employee(s) signing the grievance or CSEA, as provided in Article 7.1.1 above.
- 7.1.3 "Party" means the grievant(s) and the District.

7.2 Time Limits

Each party involved in a grievance shall act so that the grievance may be resolved promptly and at the lowest possible level. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given.

7.3 Presentation

An employee or his or her representative, or both, may present grievances and hold grievance conferences while on duty. On all grievances no more than three (3) employees may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the District. Such approval shall not be unreasonably withheld.

7.4 Representation

The grievant may be represented by CSEA or any eligible representative of his or her own choosing, other than another employee organization, whether or not that representative is an employee, at any step of this procedure. If the employee is not represented by CSEA, then no solution to the grievance shall be agreed by the District until CSEA has been given a statement of the solution and five (5) work days to respond. If CSEA renders a written disapproval of the solution, the solution shall not be binding as a precedent in interpreting the Agreement.

7.5 Informal Discussion

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

7.6 Formal Grievance-Step I (Immediate Supervisor)

- 7.6.1 If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) work days from the time the employee might reasonably have been expected to know of the act or stated condition which is the basis of the employee's complaint.
- 7.6.2 A formal grievance shall be initiated in writing on a form agreed by CSEA and the District and shall be filed with the immediate supervisor. A copy of the form shall be sent to CSEA. That form shall be completed to show the following:

- 1) Grievant's name and work location;
- 2) Grievant's work function;
- 3) The date the grievance is delivered to the immediate supervisor;
- 4) The provision(s) of the Agreement alleged to have been violated, misapplied or misinterpreted;
- 5) The circumstances of the grievance (a concise statement of the facts constituting the alleged violation, with dates, names and places as appropriate);
- 6) The remedy sought by the grievant;
- 7) The name of the representative, if any, chosen by the grievant;
- 8) The signature(s) of the grievant(s).

7.6.3 Within ten (10) work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his or her decision in writing to the grievant and his or her representative. If requested by either party, a conference shall be held to consider the grievance. If the grievant is not represented by CSEA, a copy shall be sent to CSEA.

7.7 Formal Grievance-Step 2 (Superintendent)

- 7.7.1 If a grievant is not satisfied with the decision rendered at Step 1, he or she may appeal the decision in writing within ten (10) work days to the Superintendent. The grievant shall identify each aspect of the immediate supervisor's decision with which the grievant disagrees.
- 7.7.2 The Superintendent or his or her designee shall investigate the grievance as fully as he or she deems necessary, and shall provide for a conference with the grievant, who shall continue to have his or her right of representation. The Superintendent or his or her designee shall respond within ten (10) work days of the appeal, to the grievant. That response shall state the Superintendent's decision and his or her view of the facts and his or her conclusions respecting the contention of the grievant on appeal. If the grievant is not represented by CSEA, a copy shall be sent to CSEA.

7.8 Formal Grievance- Step 3 (Mediation)

- 7.8.1 Prior to appeal to Step 4, upon the written request of CSEA to the Superintendent or designee, the grievance may be submitted to the mediation process for voluntary settlement. The District and CSEA shall thereupon jointly submit a request for the services of a mediator from the California State Mediation and Conciliation Service.
- 7.8.2 During the pendency of mediation, the time lines for further processing of the grievance shall be stayed.

7.9 Formal Grievance-Step 4 (Arbitration)

- 7.9.1 If the grievance is not adjusted at Step 4, CSEA may submit a written request to the Superintendent or designee for arbitration.
- 7.9.2 The District and CSEA shall attempt to select a mutually acceptable arbitrator. If a mutually acceptable arbitrator cannot be selected, the parties shall request a list of

seven (7) arbitrators from the California State Mediation and Conciliation Service who are experienced in hearing grievances in California public school districts. The selection of the arbitrator shall be made by the alternate striking method. The first strike shall be determined by a toss of a coin.

- 7.9.3 In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step.
- 7.9.4 After the hearing and after both parties have been given an opportunity to make written arguments, the arbitrator shall submit findings and an award to both parties.
- 7.9.5 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall the arbitrator be empowered to render a decision contrary to law, on issue(s) not before the arbitrator, nor on facts not supported by the evidence. The arbitrator's authority to award back pay is limited to twelve (12) calendar months prior to the date the grievance was filed.
- 7.9.6 Any costs of a hearing room and the fees and expenses of the arbitrator shall be borne equally by both parties. Concerning transcripts, the cost shall be borne equally by the parties if the transcript is requested by the arbitrator or both parties. If a copy of the transcript is requested by only one (1) party, that party shall incur the expense. All other expenses shall be borne by the party incurring them.
- 7.9.7 The findings and decision of the arbitrator shall be final and binding on all parties, subject to established right of judicial review.

7.10 Miscellaneous Provisions

- 7.10.1 A grievant shall be entitled to representation at each step of the grievance procedure by a person designated by CSEA.
- 7.10.2 Timelines in this procedure may be extended by written mutual agreement between the parties.
- 7.10.3 A decision rendered at any step in these procedures becomes final unless appealed within the time limits specified.
- 7.10.4 Any employee may present grievances in accordance with this Article without the intervention of CSEA, so long as the adjustment is not inconsistent with the terms and conditions of this Agreement, and further provided that the District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- 7.10.5 If the same complaint or substantially the same complaint is made by more than one employee against one party, only one employee on behalf of himself/herself and the other grievants may process the grievance through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance. This provision may be waived by all parties concerned.
- 7.10.6 During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition shall not be

public without the written agreement of all parties.

7.10.7 An employee grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to final decision of the grievance. In the event the alleged grievance involved an order, requirement, etc., the aggrieved shall fulfill or carry out such order or requirement, etc., pending the decision of the grievance.

7.11 Waiver of Step

By mutual consent of the parties, which shall be expressed in writing, any step of the grievance procedure may be waived.

7.12 Separate Grievance File

All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, unless specific documents would normally be placed in a personnel file. If a specific document is the subject of the grievance it will not be placed in the personnel file, after the grievance is filed, until the grievance is resolved and then only in accordance with the grievance decision.

7.13 Released Time for Job Representatives

Two (2) employees designated in writing by CSEA shall be given reasonable released time for the investigation of alleged grievances and for conference with administrators on such grievances. Every effort will be made so that such release time shall not be during a time when the employee is required to have contact with or supervision of students. Additionally, every effort will be made by said representatives not to contact other employees at times when such employees are required to have student contacts or supervision. Recognizing that some employees are nearly continuously involved in student contacts or supervision, the limitation above shall apply as to such employees during peak work periods.

ARTICLE VIII DISCIPLINE

8.1 Disciplinary Action

"Disciplinary action" means dismissal, demotion or suspension with or without pay.

8.2 Critical Situation Reasons

- 8.2.1 Dishonesty;
- 8.2.2 Gross insubordination or gross negligence;
- 8.2.3 Use or possession on duty of alcohol or illegal drugs as defined by law or any mandatory suspension reason specified in the Education Code;
- 8.2.4 Conviction of a felony, or any crime involving moral turpitude;
- 8.2.5 Any other school-related reason determined by the employer to be a clear and present danger to the safety, health, welfare or property of another.
- 8.2.6 Abandonment of position.

8.3 Noncritical Situation Reasons

- 8.3.1 Incompetence;
- 8.3.2 Insubordination or negligence;
- 8.3.3 Violation of local, state or federal laws which result in cancellation or suspension of licenses required for assigned duty;
- 8.3.4 Unexcused absence, tardiness, abuse of sick leave or absence without notification;
- 8.3.5 Physical or mental inability to perform the duties of the position as determined by a qualified physician, except as stated in Article 8.2.5 above.

8.4 Noncritical Situation Action

In noncritical situations, an employee whose work or conduct is of such nature as to incur discipline shall first be warned verbally by the immediate supervisor. The second warning will be written. No more than one written warning shall be required before disciplinary action is imposed.

8.5 Procedure for Disciplinary Action

- 8.5.1 Except in cases of emergency in which the employee must be removed from the premises immediately as provided herein, at least five (5) work days prior to the effective date of any proposed disciplinary action, the Superintendent or designee shall give the employee written notice of the proposed disciplinary action. The notice shall include the causes for the proposed disciplinary action, a copy of the materials upon which the proposed action is based and the right to respond either orally or in writing prior to the proposed action. Any response made by the employee shall be considered by the Superintendent or designee prior to initiating any proposed disciplinary action.

In the event of emergency circumstances that require removal of the employee from the work site immediately, such notice and right to respond shall be provided to the employee as soon as possible after his/her removal from the premises.

In cases of an emergency when the Superintendent or designee determines that the District personnel, students or property are endangered, or that a classified employee

constitutes a hazard or disturbance to students, fellow employees or the public, the Superintendent or designee may immediately suspend a classified employee with pay until a hearing by the Board of Trustees on the disciplinary action may be held.

- 8.5.2 If the Superintendent or designee initiates a disciplinary action, the employee shall be given a written notice including a statement of charges. Such charges shall cite the specific cause or causes with sufficient detail to permit the employee to prepare a defense; the charges shall also cite the proposed action.
- 8.5.3 The written notice shall include a statement of the employee's right to a hearing, the time within which a hearing may be requested which shall not be less than five (5) working days, and a form, the signing and filing of which shall constitute a demand for a hearing and a denial of the charges. The notice may be served personally or by certified mail, return receipt requested, to the employee's last known address.
- 8.5.4 If the employee does not respond within the stated time limit for requesting a hearing, the stated intended action shall be imposed.
- 8.5.5 Upon receipt of a Denial and Request for Hearing, the District will arrange for a hearing before the Governing Board. The hearing date will be scheduled by mutual agreement of the representatives of the parties between five (5) and twenty (20) work days from the request, unless the representatives agree otherwise.
- 8.5.6 The employee must appear in person and may be represented by anyone of his or her choosing.
- 8.5.7 All such hearings shall be conducted in closed session, unless a public hearing is requested by the employee.
- 8.5.8 The hearing shall be before the Board of Trustees unless the Board decides to have the matter heard before an Administrative Law Judge (ALJ) appointed by the State Office of Administrative Hearings. Such ALJ decision shall be advisory to the Board. If the Board decides that it does not want to accept the decision of the ALJ, the Board may order a transcript of the hearing.
- Within fifteen (15) work days after receipt of the transcript, the Board members shall read the transcript and any exhibits offered at the hearing and shall hold a meeting on five (5) work days notice to hear argument only. The ALJ may recommend and the Board may act to reduce the discipline proposed by the Administration. The decision of the Board shall be final.
- 8.5.9 Time limits stated may be extended upon mutual agreement of the District and the employee.
- 8.5.10 No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of filing of the Notice of Intended Disciplinary Action unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- 8.5.11 The ALJ in making a recommendation, or the Board in hearing the matter or in reviewing the ALJ's recommendation, may modify the disciplinary action proposed by the Administration or determine that the charges shall be dismissed.

ARTICLE IX
LAYOFF AND REEMPLOYMENT

9.1 Layoff

- 9.1.1 A layoff for the purpose of this Agreement shall be considered an involuntary separation of a permanent or probationary classified employee due to lack of funds and/or lack of work.
- 9.1.2 Failure to include a reduction of assigned time within the definition of layoff in respect to employees should not be construed to foreclose bargaining on a reduction proposed by the District during the term of this Agreement.

9.2 Order of Layoff

- 9.2.1 Layoffs shall be made on a District wide basis in reverse order of seniority in the job classification in which the layoff occurs.
- 9.2.2 The employee who has been employed the shortest time in the classification plus classifications with a higher salary range, shall be laid off first. Seniority for purposes of this Article shall be determined by date of hire as a probationary or permanent member of the classified service. If two (2) or more employees subject to layoff have equal seniority, the determination shall be made by lot.

9.3 Notice of Layoff

- 9.3.1 Upon written request, the District shall meet with CSEA to discuss the proposed layoff. Such meeting shall not involve a bargaining obligation and shall not delay any action related to layoff that the District deems necessary.
- 9.3.2 An employee may challenge his or her place on the seniority roster by making objections to the Superintendent, who shall review the objections and conduct an audit if requested and make the results of such audit known to CSEA and the employee(s) prior to the effective date of any layoff(s) involving such employee(s).
- 9.3.3 After a Board action has been taken on a layoff, a written notice of layoff shall be given to affected employees no less than sixty (60) calendar days prior to the effective date of layoff. A layoff interview with the Superintendent may be scheduled during normal working hours, if requested by the employee. A copy of the notice shall be concurrently sent by mail to the President of CSEA local chapter or designee, with a list of the employees to whom sent. Such notice shall indicate the layoff effective date and inform the employee of his or her displacement rights, if any, and reemployment rights.

9.4 Displacement (Bumping) Rights

- 9.4.1 An employee who is laid off from a classification and who has previous service in an equal or lower classification shall have the right to bump the least senior employee in that classification. Where the employee is eligible to bump into more than one classification, the employee shall bump in this order:
- 9.4.2 Seniority, for purposes of determining bumping rights, shall include the total of the previous service in the equal or lower classification being bumped into, plus service in the classification from which layoff occurs, and higher classifications.

9.4.3 A permanent or probationary employee who has been removed from his or her classification for lack of work or lack of funds and, after exercising his or her bumping rights, may accept a voluntary demotion to a vacant position in a classification with an equal or lower salary range, provided the employee meets the minimum qualifications of the position and provided further that the District approves such reassignment. Such employee shall maintain his or her reemployment rights as defined in this Article.

9.5 Reemployment Rights

- 9.5.1 Laid off employees are eligible for reemployment in the classification from which laid off and have preferential reemployment rights to any available position for which they are qualified, for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available.
- 9.5.2 Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the employee's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available and for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).
- 9.5.3 An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of opening(s) for which he or she is eligible. The notice shall be by certified mail to the last address of the employee on record with the District.
- 9.5.4 In addition to certified mail notice, the District may give notice by telephone or in person. If the position is refused, the District will confirm such refusal by letter to the employee. CSEA shall be given notice of all employees offered reemployment.
- 9.5.5 An employee who has received and declined three (3) offers of employment in the classification from which laid off with the same or more hours than held at the time of layoff, shall be removed from the reemployment list. However, the person shall be reinstated on the list by providing the District a written request within thirty-nine (39) months of layoff.
- 9.5.6 Within seven (7) calendar days of mailing the notice specified in Article 9.5.3 above, the employee must accept the position or the right to it is deemed waived.
- 9.5.7 The District may simultaneously send out notices of vacancy to more than one person on a reemployment list, provided that a more junior person may be given the vacancy only when those with more seniority have declined or waived it.
- 9.5.8 Any acceptance by such employee of an assignment to a classification with a salary range lower than the classification from which he or she was laid off or to the same classification but with fewer hours shall not affect his/her original thirty-nine (39) month rights to reemployment in his/her former classification with the same number of hours.
- 9.5.9 If the employee accepts reemployment, he/she must report to work within eleven (11) work days following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer or if the District approves a later reporting date.
- 9.5.10 Upon reemployment in class from which laid off, a unit member shall be placed on the step of the salary range the member was on at the time of the layoff. The unit member shall advance from that point in the manner outlined in Article 14.10.1. Time spent on the reemployment list will not count toward movement in longevity or increased vacation credit.

ARTICLE X EVALUATIONS

10.1.1 Evaluations

All classified employees will be evaluated annually on or before May 31st.

All probationary classified employees will be evaluated at least twice during their probationary period.

10.2 Evaluator

Each employee shall be evaluated by his or her immediate supervisor. If the employee has more than one immediate supervisor, each supervisor shall participate in the formal evaluation of the employee's work performance, but only one performance report shall be submitted for each position.

10.3 Evaluation Form

Performance Reports shall be made on the District form. Only reports on that form shall be considered to be formal evaluations.

10.4 Employee's Copy

Whenever a formal evaluation is made, a copy of the report shall be given to the employee. The employee shall sign the evaluation form. The signature of the employee only indicates receipt of the form.

10.5 Evaluation Conference

Prior to filing the evaluation, the employee and evaluator shall have a conference to discuss the evaluation. If there is more than one evaluator, each shall attend the conference if reasonably possible.

10.6 Appeal of Rating

The judgment of the evaluator is not subject to the grievance procedure. However, the employee may prepare a reply and have it attached to the evaluation.

ARTICLE XI
PERSONNEL FILES

11.1 File at the District Office

The personnel file of each employee shall be maintained at the District's central administration office. Any files kept by any supervisor of an employee shall not contain any material that is not in the main personnel file except personal notes (not given distribution) and maintained for the purpose of refreshing recollection.

11.2 Copies and Responses

An employee shall be provided with copies of any written materials ten (10) work days before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material.

11.3 Inspection of File

An employee shall have the right at any reasonable time to inspect materials in his or her file provided it is at a time when the employee is not required to render services to the District. This right does not extend to material that includes rating, reports, or records which were obtained prior to the employment of the employee involved.

11.4 Signing and Dating

Any person who places written material in the employee's file shall sign the material and signify the date on which such material was signed.

Before anything of a derogatory nature is placed in the employee's personnel file, it must be signed and dated by both the employee and their supervisor. If the employee refuses to sign the document, the CSEA representative present will initial and date the document verifying that the employee refused to sign.

ARTICLE XII
VACANCY-TRANSFER-PROMOTION

12.1 Definitions

- 12.1.1 A "vacancy" is a position in the classified service covered by this Agreement which is intended to be filled and for which there is no incumbent serving or on leave of absence.
- 12.1.2 A "transfer" is the filling of a vacancy within the same classification as the employee filling it, either at the employee's current or different work site.
- 12.1.3 'Promotion' is movement from one classification to another classification within a higher maximum salary rate.

12.2 Order In Which Vacancies Are Filled

- 12.2.1 Vacancies shall be filled first by:
 - 1. Transfers
 - 2. Re-employment lists
 - 3. Qualified applicants in accordance with this Article

12.3 Posting of Notice

- 12.3.1 Except in the case of single position classifications, the District shall seek transfer requests from bargaining unit members for any vacancy. All unit members in the same classification as the vacancy (including those on leave) shall be notified, by memo or other reasonable means, that a vacancy exists. Unit members shall have three (3) working days to submit a request to transfer. To prevent a series of "round robin" job postings, the District may require in an initial job posting that unit members apply for transfer to any possible subsequent vacancies within their present classification.
- 12.3.2 If there are no requests for transfer, the job vacancy will be posted within the District and notice of the job vacancy may be made to the general public. Notice of all classified job vacancies shall be posted in prominent locations at each District job site.
- 12.3.3 The job vacancy notice shall remain posted for a period of ten (10) full working days, during which time employees within the District may apply.
- 12.3.4 Any unit member who applies for a vacancy during the posting period and who meets the stated minimum qualifications shall be guaranteed an interview for the position. Upon request, classified members who are not offered a position that he/she has been interviewed for may request for feedback which might include a meeting by contacting Human Resources.

12.4 Notice of Contents

The job vacancy notice shall include: the job title; a brief description of the position and duties; the minimum qualifications required for the position; the assigned job site; the number of hours per day and the months per year; the salary range; and the deadline for filing for the vacancy.

12.5 Filing

Any classified employee may file for the vacancy by submitting written notice to the District Office within the filing period. If a classified member is on leave or vacation, the classified member may have the union representative submit his/her signed, written notice of interest to the District.

12.6 Certification of Applicants

Within twenty (20) calendar days following completion of the filing period, the District Office shall notify each bargaining unit member who has applied for the vacancy of his or her standing.

12.7 Involuntary Transfers

12.7.1 Prior to any involuntary transfer the District shall first solicit voluntary transfers. Except in cases of transfers made to provide an employee an opportunity to improve work performance deficiencies documented in writing, involuntary transfers shall normally be made on the basis of reverse District seniority.

12.7.2 Should the District have a verifiable school-related need that cannot be met by transferring the least senior employee in the District, the District may involuntarily transfer an employee other than the least senior employee. Such school-related need or reason shall be stated in writing to the employee. When initiating the involuntary transfer of an employee other than the least senior employee, the District shall determine which employees meet the school related need and may involuntarily transfer only the least senior of those employees. Prior to affecting such involuntary transfer with the employee, the initiating supervisor shall meet with the employee and shall consider as fully as feasible the preferences of that employee.

12.7.3 No involuntary transfer shall be made for punitive, capricious, discriminatory or retaliator reasons. An involuntary transfer shall not result in the loss of compensation, seniority nor any fringe benefit to the employee.

12.8 Voluntary Transfers

12.8.1 A permanent status employee may apply for transfer at any time to a vacancy within his or her present classification by filling a written request with the Personnel Office. The written request may include the job site(s) to which the transfer is requested.

12.8.2 Voluntary transfers shall be made on a District seniority basis.

12.8.3 Nothing in this Article shall preclude the District from honoring transfer requests of unit members to exchange positions within the same classification which do not involve an increase in assigned work hours.

ARTICLE XIII
CLASSIFICATION AND RECLASSIFICATION

13.1 Assignment:

- 13.1.1 Each employee shall be assigned to a position within a classification. A person may be employed part-time in one classification and part-time in another.
- 13.1.2 Employees should not be required to work outside their classification without prior approval from the District Office. Employees who perform responsibilities outside their present job classification should notify their immediate supervisor or site administrator as soon as possible thereafter.
- 13.1.3 Reclassification is defined as movement from one classification to another within the existing salary/classification schedule structure contained in Exhibit 1, based upon a gradual increase of duties/responsibilities over a period of time. It is the intent of both parties to have unit members in classifications and hours of employment appropriate to the duties being performed.
- 13.1.4 Unit members or CSEA may request a reclassification of a position or a job classification. Such requests shall include the specific criteria and justification for the reclassification. The deadline for submitting Reclassification Requests to the CSEA Executive Board on the appropriate form, as attached in Exhibit IV, will be by May 1st, and CSEA will forward the Reclassification Request to the District Office by May 15th. The District and CSEA will meet to negotiate the Reclassification Requests.

13.2 Establishment of New Classification

- 13.2.1 The parties agree that the establishment of a salary range for any new classification, the establishment of a new salary range for an existing classification and any other related matters within the scope of representation is subject to the meeting and negotiations process.
- 13.2.2 Accordingly, the parties may meet and negotiate concerning establishment of a new classification or establishment of a new salary range for an existing classification pursuant to either Article 28.2.2 or Article 26.1, whichever is applicable.

The parties agree that negotiations concerning this Article may be reopened at any time by either CSEA or the District.

ARTICLE XIV
PAY AND ALLOWANCES

14.1 Regular Rate of Pay

The regular rate of pay for each classified employee shall be in accordance with the rates established for each class. The regular rate of pay shall include any longevity increment required to be paid under this Agreement.

14.2 Paychecks

All classified employees shall be paid once per month. If the normal pay day falls on a weekend or holiday, the paycheck shall be issued on the preceding workday.

14.3 Payroll Errors

Any payroll error resulting in insufficient payment for any classified employee shall be corrected, and a supplemental check issued, not later than five (5) working days after the employee provides written notice to the payroll department and the District determines that an error has been made.

14.4 Special Payments

Any payroll adjustment due a classified employee as a result of working out of class, recomputation of hours, any additional money due unit members, or reasons other than procedural errors, shall be made and a supplemental check issued.

14.5 Lost Checks

Any paycheck for a classified employee which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced.

14.6 County Office

The District shall not be held responsible for any delays in the issuance of paychecks caused by the County Office of Education.

14.7 Promotion

Any employee in the bargaining unit receiving a promotion shall be moved to the appropriate range and step of the new class to insure not less than five percent (5%) increase (as shown on the salary schedule) as a result of that promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

14.8. Reassignment to Equal or Lower Position

In cases where an employee accepts status in a different position of any equal or lower salary range, he or she shall be permitted to retain the same step status in the new classification as held in the former position.

14.9 Compensation for an Employee Working Out of Classification

14.9.1 An employee shall not be required to perform duties not a part of his or her classification except as provided in this Article.

- 14.9.2 An employee assigned duties not a part of his or her classification shall have his or her salary adjusted upward for the entire period he or she is required to work out of classification.
- 14.9.3 If assigned to duties normally performed by employees in a higher classification, the employee shall receive the regular rate of pay for that higher classification at the step on which he or she is assigned in his or her regular classification.

14.10 Salaries

Unit members shall be paid pursuant to the schedule contained in Exhibit 1.

- 14.10.1 In order to advance one step on the salary schedule, an employee must have been hired on or before February 1st of the prior fiscal year.
- 14.10.2 Steps 1-4 on the Salary Schedule shall be given on an annual basis in accordance with 14.10.1. All subsequent steps on the Salary Schedule movement shall be based on five (5) years on each step, such as a unit member once placed on Step 5-9 shall advance to Step 10-14 after five (5) years on Step 5-9 and so forth.
- 14.10.3 Unit members assigned by the District to utilize a second language will be provided with an add-on bilingual payment equivalent to 5% of their current salary.
- 14.10.4 Effective July 1, 2015, unit members, who hold an Associates (AA), Bachelors (BA) or Masters (MA) degree from an institution accredited by a recognized organization, shall receive the following annual stipends for a full year of service:

Associate's Degree	\$205 yearly stipend
Bachelor's Degree	\$305 yearly stipend
Master's Degree	\$505 yearly stipend

To qualify for the stipend during any school year, the employee must have earned the degree by September 1 and must submit a verified copy of the degree to the Personnel Office by September 1 each year. Only one (1) such stipend will be paid to any one employee.

14.11 Longevity (Removed effective July 1, 2019)

14.12. Compensation During Required Training Periods

Any employee who is required to attend training sessions in order to continue his or her employment in a position shall receive compensation as follows:

- 14.12.1 When the training occurs during the employee's regularly-assigned working hours, the employee shall be paid at his or her regular rate of pay and shall receive all benefits to which he or she is entitled.
- 14.12.2 When the regularly-assigned hours and the hours of training combined total in excess of eight (8) hours on a regularly-assigned work day, or when the training occurs at any time other than the regularly-assigned work week, the employee shall be paid at the overtime rate appropriate for the day and/or time at which the training occurs. The overtime rate shall be based on the employee's regular rate of pay.
- 14.12.3 All costs incurred under a mandated training program for employee transportation, registration fee and supplies shall be paid for by the District.

14.13 In-Service Programs

When the District requires attendance at any workshop, seminar, training class, or other activity which improves the employee's skill, payment of regular wages will be made.

14.14 Change From Short-term Assignment to Probationary Status

An employee who serves under a short-term assignment or full-time substitute appointment immediately prior to receiving an appointment to the same position, may include such period of employment toward an increment in salary and toward the fulfillment of his or her probationary period requirement. In addition, sick leave and vacation entitlement will be computed retroactively to the date of appointment to the short-term assignment position. Full time, for the purpose of this Article, shall be interpreted as the number of hours normally assigned the position.

14.15 Meals

Any classified employee who, as a result of a work assignment must have meals away from the District, shall be reimbursed for the cost of the meal at the rate specified in the District Board Policy. To be eligible for such reimbursement, unit members must follow the District claim procedures. This amount shall not be reduced except by mutual agreement between the District and CSEA.

14.16 Mileage

Any employee in the bargaining unit required to use his or her vehicle on the District business shall be reimbursed at the rate specified in the District Board Policy for all miles driven on behalf of the District. To be eligible for such reimbursement, unit members must follow the District claim procedures. This amount shall not be reduced except by mutual agreement between the District and CSEA.

14.17 Standby Time

14.17.1 Bus drivers on special trips, including but not limited to athletic events, field trips, and curricular trips, who are required to remain on standby for the duration of the event for which the special trip is made, shall be paid for all standby hours at their regular rate of pay. Whenever any combination of driving and standby hours in a day exceeds the established workday as defined in Article 15.2, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular pay rate.

14.17.2 Notwithstanding any other provisions of this Agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning.

14.18 Call Back Time

If any employee is called in early or called back after leaving the job site for any reason, he or she shall be entitled to a minimum of two hours pay at the appropriate rate. However, if an employee is required to return to the job site due to his or her negligence, this Article shall not apply.

14.19 PERS Pickup

The District agrees to provide a program of tax deferral of employee contributions to the Public Employment Retirement System to the extent permitted by law and as promptly as possible.

14.20 Lead Custodian Position

14.20.1 Four (4) employees from the Custodian classification may be designated as Lead Custodian.

14.20.2 If an employee designated as Lead Custodian is no longer serving in the Custodian classification, then another employee in this classification may be designated as Lead Custodian.

ARTICLE XV
HOURS AND OVERTIME

15.1 Work Year

The District shall establish a work year for each unit member. Reductions in the work year of any position within the representation unit shall be subject to meeting and negotiating between the District and CSEA. Current unit members who do not work the number of days designated by the District may work a work year calendar as approved by the immediate supervisor.

15.1.1 Number of Days for Twelve (12) Month, Eleven (11) Month, Ten (10) Month and 180-Day Employees

Full time employees work year calendar shall consist of 260 days. In years that are greater than 260 (e.g. leap year 261 or 262 workday calendar year) the employee will receive the appropriate corresponding number of floating holiday(s). Included in the 260 are 16 paid holidays. Vacation will be scheduled and taken during the work year in accordance with Article XVIII - Vacation Plan.

Eleven-month employees work year calendar shall consist of 238 workdays. Included in the 238 are 15 paid holidays. Vacation will be scheduled and taken during the work year in accordance with Article XVIII – Vacation Plan.

Ten-month employees work year calendar shall consist of 216 workdays. Included in the 216 are 14 paid holidays. Vacation will be scheduled and taken during the work year in accordance with Article XVIII – Vacation Plan.

180-day employees work year calendar shall consist of 194 workdays. Included in the 194 are 14 paid holidays. Vacation paid out during the year.

15.2 Workweek

15.2.1 The regular fulltime workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day, for a total of forty (40) hours per week. This Article shall not restrict the extension of the workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

15.2.2 A workweek of Tuesday through Saturday may be established by mutual agreement between the District and CSEA in any of the following circumstances:

- 1) When a new position is created.
- 2) When an employee new to the District is to fill a vacancy.
- 3) When the person to fill a vacancy and the District mutually agree.

15.2.3 On any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, unit members shall also receive regular pay whether or not they are required to report for duty that day. Instructional Aides may have the option with the approval of the teacher and principal to modify the workweek.

15.3 Workday

The length of the workday shall be designated by the District for each classified assignment.

- 15.3.1. **Work Shifts:** The District will establish the work shift's start and end time at the time an employee is initially employed in any bargaining unit position.
- 15.3.2 **District Initiated Shift Changes:** Prior to any District-initiated change in an employee's shift's start or end times, the District shall provide written notice to the Chapter President of the proposed shift change sufficiently in advance of the proposed shift change to allow a meaningful opportunity for negotiations on the decision and effects should CSEA request it.
- 15.3.3 **Mutually-Agreed Upon Shift Changes:** The District and an employee may mutually agree to a change in shift start and end times, however, the shift shall return to its original start and end times at the request of either the employee or District. In the event of a mutually agreed upon shift change, the District shall provide written notice to the Chapter President of the proposed shift change sufficiently in advance of the proposed shift change to allow a meaningful opportunity for negotiations on the effects should CSEA request it.

15.4 Meal Periods

All employees covered by this Agreement who work a minimum of six (6) consecutive hours per day shall be entitled to an uninterrupted uncompensated meal period. The length of time for such meal period shall be prescribed by the District for a period of not less than one-half (1/2) hour. In so far as practicable, the meal period shall be scheduled at or near the midpoint of the employee's work shift.

15.5 Rest Periods

All bargaining unit employees shall be granted paid rest periods, which in so far as practicable, shall be in the middle of each work period, at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. (Employees working more than two (2) hours are entitled to one such rest period).

15.6 Rest Facilities

The District makes available at each work site a lunchroom and lavatory facilities for all employees.

15.7 Overtime

Overtime is work performed either in excess of eight (8) hours in any one day or forty (40) hours in any calendar week.

15.7.1 Advanced authorization to perform overtime is required except in urgent situations where a bargaining unit member cannot secure advance authorization.

15.7.1.1 Notwithstanding Article 15.7.1 of this Agreement, the District and CSEA agree that a 10-hour-day, 40-hour, four consecutive-day workweek may be established during the summer months upon agreement between the district and affected employees. In accordance with Education Code Section 45132, overtime will be paid for all time worked beyond 10 hours per day, or 40 hours per week. Holidays will be paid for and provided in accordance with Article 17 of the Agreement, including holidays that fall on Saturday, Sunday, or a non-work day, except that entitlement will be for a 10-hour day off.

- 15.7.2 For employees working less than four (4) hours per day, all hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work.
- 15.7.3 At the time authorized overtime is worked, an employee may receive and accumulate compensatory time off in lieu of cash compensation. Such time off shall be compensated at the appropriate overtime rate. Employees must take such compensatory time off, as approved by their immediate supervisor, during the fiscal year in which it is earned. However, any compensatory time earned in May and June of any fiscal year may be carried over for use in the following fiscal year. An employee shall receive cash compensation for any compensatory time which is not used in the specified time period.
- 15.7.4 Distribution of Overtime: Overtime shall be distributed on the basis of District seniority within classification. It is agreed and understood that this provision shall not apply in the event of an unforeseen overtime assignment which makes the application of this provision impractical. This provision shall not apply to bus driver special trip assignments, which is specified in Article 21.6.

Any employee who declines overtime shall be considered to have used his/her turn for that rotation. The overtime will then be offered to the next employee in the rotation. The employee who declined will not be eligible for overtime until the next rotation.

Employees may "opt-out" of overtime rotation and/or sites annually on the approved opt-out form.

ARTICLE XVI
HEALTH AND WELFARE BENEFITS

16.1 Employee and Dependent Coverage

The District agrees to pay \$12,000.00 per fiscal year effective July 1, 2023 for all full-time classified employees and their dependents for the following insurance coverages:

- 16.1.1 Medical/Hospital/Surgical/Prescription Drug Coverage:
Option I administered through the Butte School Districts' Self-Funded Medical Benefits Program (BSSP or JPA). Each year, there shall be an open enrollment period consistent with JPA procedures for plan changes for the next fiscal year. During this time, unit members may submit the required forms to change to other available plans.
- 16.1.2 Current dental benefits: (JPA PLAN I.D. 2F).
- 16.1.3 Vision Care Coverage: (JPA PLAN I.D. C1A).
- 16.1.4 Life Insurance Coverage: Group life insurance coverage shall be provided through the JPA (\$50,000 coverage, accidental death and dismemberment, dependent coverage of \$5,000 for spouse and \$2,500 for child).

If the annual premium cost for the above plans is less than \$12,000.00, the District shall reimburse this difference to the unit member monthly. If the premium cost exceeds \$12,000.00, the unit member shall pay the additional monthly cost via payroll deduction by submitting a payroll deduction authorization form to the District Office by May 31 of each year. Such an election shall be irrevocable during the fiscal year. It is agreed and understood that only those employees receiving an unprorated District premium contribution (pursuant to Article 16.2) are eligible for the above reimbursement. Unit members who are eligible to receive a prorated District premium contribution must apply the contribution toward the above group insurance coverages, consistent with JPA regulations.

16.2 Eligibility For Insurance

16.2.1 Unit Members Employed Prior to December 31, 2002

All unit members who are regularly assigned to work at least six (6) hours per day shall be entitled to coverage under the programs provided for in Article 16.1 above. Employees who are regularly assigned to work less than six (6) hours per day may enroll in the various insurance programs, consistent with JPA regulations, and have a prorata of their premiums paid in the same proportion as their daily assigned work hours bears to eight (8). Employees regularly assigned to work fewer than three (3) hours per day shall bear their full premium costs.

16.2.2 Unit Members Employed After January 1, 2003

All unit member who are regularly assigned to work at least seven (7) hours per day shall be entitled to coverage under the programs provided for in Article 16.1 above. Employees who are regularly assigned to work less than seven (7) hours per day may enroll in the various insurance programs, consistent with JPA regulations, and have a prorata of their premiums paid in the same proportion as their daily assigned work hours bears to eight (8). Employees regularly assigned to work fewer than four (4) hours per day shall bear their full premium costs.

16.3 Continuance Upon Layoff

Employees with six (6) or more years of District service may continue their District paid insurance benefits as stated in Article 16.1 and 16.2 for two (2) months following a layoff.

16.4 State Disability Insurance

The District shall deduct from the wages of each employee of the Classified bargaining unit, the appropriately designated amount for enrollment in the California State Disability Insurance Fund.

Coverage for disability insurance under Unemployment Insurance Code, Section 2601 and following, shall be at no cost to the District. Disability Insurance shall coincide with sick leave. The employee may choose to buy back sick leave with State Disability Insurance paid benefits.

16.5 Retiree Benefits

An employee who retires from the District under the Public Employees Retirement System (PERS) shall continue to receive the District paid medical insurance provided actively employed unit members, subject to qualification in either of the ways listed below:

16.5.1 At age 56 with 28 years of service to the District, or

16.5.2 At age 58 with 23 years of service to the District, or

16.5.3 At age 60 with 18 years of service to the District, or

Benefits provided by this Article shall be provided until the end of the month in which the employee is covered, or qualifies for coverage by Medicare. The District shall make available a Medicare Supplement plan to be fully paid by the employee.

ARTICLE XVII
HOLIDAYS

17.1 Scheduled Holidays

The District agrees to provide all unit members with the following paid holidays:

New Years Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Lincoln's Day*	February 12
President's Day*	Third Monday in February
Spring Break	Last Day of Spring Break
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9 (An alternate holiday may be designated by mutual agreement of the District and CSEA).
Veterans' Day	November 11
Day Before Thanksgiving*	Wednesday Before Thanksgiving
Thanksgiving Day	The last Thursday in November
Day After Thanksgiving	Friday Following Thanksgiving
Day Before Christmas	The Workday Before Christmas
Christmas Day	December 25

* Consistent with the school calendar, these holidays may be designated as a "floating holiday" to be taken, as approved by the immediate supervisor, by all non-school term employees. School term employees shall be paid for such "floating holiday."

17.2 Additional Holidays

Any day declared a paid school holiday pursuant to Sections 37220, 37221, 37222 or 45203 of the Education Code.

17.3 Holidays During Christmas Recess

Employees not normally assigned to duty during the Christmas vacation period shall be entitled to the work day before Christmas, December 25 and January 1 and any holiday declared by the Board which falls during the Christmas vacation, provided they were in a paid status during any portion of the work day of their normal assignment immediately preceding or succeeding the holiday period.

17.4 Sunday Holidays

When a holiday designated in Article 17.1 above falls on a Sunday, employees shall be entitled to the succeeding work day not a designated holiday.

17.5 Saturday Holidays

When a holiday designated in Article 17.1 above falls on a Saturday, employees shall be entitled to the preceding work day not a designated holiday.

17.6 Holiday Eligibility

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

ARTICLE XVIII
VACATION PLAN

18.1 Eligibility

Employees shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis -- July 1 through June 30.

18.2 Paid Vacation

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is credited.

18.2.1 At the beginning of each fiscal year, the amount of vacation leave granted under this Article shall be credited to each employee. Credit for vacation leave need not be accrued prior to taking such vacation.

18.2.2 However, for the first year of employment, a unit member shall receive vacation leave on a pro rata basis for the remainder of that fiscal year.

18.3 Vacation Payment

Less than ten (10) month employees shall have vacation pay added to their regular pay and are not otherwise entitled to vacation.

18.4 Accrual

18.4.1 Full-time employees shall accrue paid vacation as follows:

<u>Years of District Service</u>	<u>Vacation</u>
1 thru 9 years	15 work days (120 hours)
10 thru 19 years	20 work days (160 hours)
20 years and beyond	25 work days (200 hours)

18.4.2 Employees working less than full-time (twelve (12) months per year and five (5) days per week), shall be entitled vacation time on a pro-rated basis in accordance with the above. All school year employees shall receive vacation pay, which shall be included in the regular monthly pay warrant.

18.4.3 Employees are encouraged to use accrued vacation so that carryovers will be minimized. However, the parties recognize that work load and staffing levels sometimes do not permit the taking of all accrued vacation.

Therefore, other than school year employees who are paid monthly for their vacation credit, an employee who is not permitted by the Superintendent or designee to take his/her full accrued vacation in any school year may carry over up to ten (10) days for use during the next year. However, the Superintendent may approve carryover of vacation in excess of ten (10) days. Any accrued vacation not carried over to the next school year shall be paid for in cash at the end of the school year.

18.5 Vacation Pay

Pay for vacation days for all classified employees shall be the same as that pay for regular working hours which the employee would have received had he or she been in a working status.

18.6 Vacation Upon Termination

When a unit member with at least six (6) months of the District service is terminated for any reason, he or she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

18.7 Vacation Scheduling

- 18.7.1 Vacations will be scheduled at times requested by classified employees insofar as possible within the District's work requirements. Except in case of unforeseen circumstances, an employee will submit his/her vacation request at least five (5) working days prior to the commencement of the requested vacation. The employee's immediate supervisor will respond in writing within three (3) working days from receipt of the vacation request.
- 18.7.2 If two or more classified employees have a vacation request for the same time period pending, and the absence of all employees making the request would create a hardship for the District, the most senior employee or employees will be granted the vacation.
- 18.7.3 Once vacation has been approved it may not be cancelled by the District due to subsequent conflicting requests and may only be cancelled in cases of emergency as determined by the District and where another employee would not be able to cover the emergency.

ARTICLE XIX
LEAVES

19.1 General Terms Governing Leave

- 19.1.1 No absence under any leave provision shall be considered a break in service, but only paid (full or partial) leave shall be counted toward seniority for layoff purposes.
- 19.1.2 On such paid leave, the benefits provided by Articles XVII, XVIII, and XIX shall continue to accrue.

19.2 Sick Leave

- 19.2.1 For illness or injury, an employee employed full time shall receive one (1.1) day per month paid leave of absence exclusive of all days he or she is not required to render service to the District to be applied as follows:

<u>Months Worked</u>	<u>Days Earned</u>	<u>Months Worked</u>	<u>Days Earned</u>
9	10	11	12
10	11	12	13

- 19.2.2 At the beginning of each fiscal year, the full amount of sick leave granted under this Article shall be credited to each employee. 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 employee of the District shall not be eligible to take more than six (6) days sick leave until the first day of the calendar month after completion of six (6) months of active service with the District.
- 19.2.3 To the extent that the employee is disabled, pregnancy shall be treated as a temporary disability for the purpose of sick leave.
- 19.2.4 If an employee does not take the full amount of leave allowed in any year under this Article, the amount not taken shall be accumulated from year to year.
- 19.2.5 The value of leave used but not earned at the time of the employee's termination shall be deducted from any amounts owing the employee.
- 19.2.6 During any calendar year, unit members are entitled to use up to one-half of their annual entitlement to Sick Leave described in Sections 19.2.1 and 19.2.2 to attend to an illness of a child, parent or spouse of the employee. For purposes of this provision, a "child" is defined as a biological, foster or adopted child; a step child, a legal ward or a child of a person standing in *loco parentis*; a "parent" is defined as a biological, foster or adoptive parent; a stepparent or a legal guardian. All conditions and restrictions regarding the use of Sick Leave shall also apply to this Section.

19.3 Verification

The District may require medical verification for sick leave under Articles 19.2 and 19.6 for absences of six (6) consecutive days or more. The District reserves the right to require medical verification of such leave when there is probable cause to require such verification for absences of five (5) consecutive days or less. Prior written notice of such requirement shall be given the employee.

19.4 Extended Sick Leave

When an employee is absent from duty because of illness or injury for a period of five (5) months or less, according to that employee's work year, the amount deducted from salary due him or her for any month in which the absence occurs shall not exceed the amount actually paid a substitute. The five (5) month period runs from the first day of absence.

19.5 Industrial Accident and Illness Leave

Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the following provisions:

- 19.5.1 An employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under the provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:
- 1) The employee has probationary or permanent status;
 - 2) In the opinion of the District, the illness or injury constitutes an industrial accident or illness, or, if contested by the District, it is ultimately determined to be work-connected.
- 19.5.2 Paid industrial accident leave shall be for not more than sixty (60) work days in any one (1) fiscal year for the same accident or illness.
- 19.5.3 Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence, regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which an employee may be entitled.
- 19.5.4 If the employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid illness leave if eligible therefor. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employee's assignment, when added to compensation without penalties from the Compensation Insurance Fund.
- 19.5.5 After all paid illness leave has been exhausted following a paid industrial accident leave, an employee may choose to receive pay from accrued vacation, earned compensatory time, or other earned leave to the extent necessary to make up the employee's regular salary when receiving a temporary disability allowance without penalties from the Compensation Insurance Fund.
- 19.5.6 After the expiration of all paid leave privileges, the appointing authority may place the employee on an industrial accident leave without pay.
- 19.5.7 Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his or her former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in his or her former class, he or she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.
- 19.5.8 When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the employee's name shall be placed on the reemployment list for the class from which he or she was on leave, for a period not to exceed thirty-nine (39) months.
- 19.5.9 An employee who fails to accept an appropriate assignment after being medically approved therefor shall be removed from the reemployment list. Appropriate

assignment is defined as an assignment to the employee's former class, in his or her former status and time basis, and in assignment areas in which the employee has made himself or herself available. Employees removed from the reemployment list under this provision may appeal the removal to the governing board.

- 19.5.10 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee Workers' Compensation Insurance Laws, exceed the employee's regular salary. A permanent employee's salary is computed on the basis of the number of hours and days in his or her basic daily assignment. An employee who is not permanent shall have his or her regular salary computed on the basis of the average number of hours worked each month in which the employee was in paid status during the preceding year.

During all paid leaves resulting from an industrial accident or illness, the employee shall endorse to the District, wage loss benefit checks received under Workers' Compensation Laws of this state. The District, in turn, shall issue the employee appropriate warrants for the payment of wages or salary and shall deduct normal retirement and other authorized contributions.

19.6 Personal Necessity Leave

Any days of absence for illness or injury earned pursuant to Article 19.2 may be used by the employee in cases of personal necessary leave, including any of the following:

- 19.6.1 Death of a member of his or her immediate family when additional leave is required beyond that provided in Article 19.9
- 19.6.2 Accident or illness involving his or her person or property, or the person or property of a member of his or her immediate family.
- 19.6.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

No earned leave in excess of seven (7) days may be used in any school year for the purposes enumerated in this Article.

19.7 Compelling Personal Importance Leave

Every employee shall be allowed four (4) days each year to be absent from school due to compelling personal importance. This absence shall be deducted from his or her annual sick leave credit.

An individual desirous of using a day of sick leave for "compelling personal importance" shall adhere to the following guidelines:

- 19.7.1 Complete and submit the request for compelling personal importance leave on an appropriate form;
- 19.7.2 The form shall be submitted to the immediate supervisor seventy-two (72) hours prior to the start of the requested leave.

19.8 Bereavement Leave

Upon request, employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of three (3) days unless the death requires out-of-state travel or travel of more than three hundred (300) miles one way, in which event five (5) days shall be allowed.

The Superintendent may grant, upon the written request of an employee, application of this provision to persons other than the immediate family based upon a close personal relationship.

19.9. Jury Duty

19.9.1 An employee shall be entitled to leave without loss of pay for any time the employee is required to perform trial jury duty. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

19.9.2 In the event an employee is excused from jury duty prior to the last half of the employee's work day, he/she shall return to work for the remainder of the scheduled work shift.

A unit member who is assigned to work a shift any part of which commences after 12:00 noon shall be excused from work with pay after jury duty of two (2) hours or more.

19.10 Military Leave

An employee shall be entitled to any military leave provided by the Military and Veterans Code.

19.11 Retraining Leave

19.11.1 An unpaid leave of absence for study/retraining may be granted to any member of the bargaining unit.

19.11.2 Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period, provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.

19.11.3 Study leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.

19.11.4 Retraining leave cannot be granted to an individual who has not served at least three (3) years preceding the granting of the leave.

19.11.5 No more than one study leave of absence shall be granted in each three (3) year period.

19.11.6 No more than one retraining leave of absence shall be granted in each three (3) year period.

19.11.7 The District may prescribe standards of service which shall entitle the employee to the leave of absence.

19.11.8 Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.

19.12 Family and Medical Care Leave (Unpaid)

- 19.12.1 Unit members with at least one (1) year of continuous District employment and who have worked for the District for at least sixty percent (60%) of their assigned work hours during the prior fiscal year are eligible for unpaid Family and Medical Care Leave, pursuant to applicable State and Federal law and Board policies.
- 19.12.2 Current law provides for unpaid leave of up to twelve (12) weeks which may be used for an employee's serious health condition; the birth, adoption or foster placement of a child of the employee; and the care of the employee's child, spouse or parent with a serious health condition.
- 19.12.3 During this unpaid leave, the District will continue its regular payment of group insurance premiums.

19.13 General Leaves

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and the employee.

Unit members planning an extended absence must apply to the District for a leave of absence. Unit members returning to work from sick leave after a medical leave of absence must provide a doctor's release certifying medical permission to return to work.

19.14 Catastrophic Leave

- 19.14.1 Unit members who have exhausted all Sick Leave (with the exception of Extended Sick Leave pursuant to Article 19.6) may use Catastrophic Leave pursuant to the following provisions:
 - 19.14.1.1 Catastrophic Leave shall begin only after all other accumulated Sick Leave (with the exception of Extended Sick Leave pursuant to Article 19.6) and other paid leaves have been exhausted.
 - 19.14.1.2 Maximum Catastrophic Leave shall not exceed six (6) consecutive months or the maximum number of days donated pursuant to this section, whichever is less.
 - 19.14.1.3 To request Catastrophic leave the unit member shall submit a completed Application to Receive Sick Leave Time to the Superintendent.
 - 19.14.2.1 To qualify for such leave, the employee will have suffered an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all Sick Leave and other paid leaves.
 - 19.14.1.4 A "member of the employee's family" shall be limited to the spouse, child, parent or an individual over which the employee has legal guardianship.
- 19.14.3 If the donee's request is approved by the Catastrophic Leave Committee, which is comprised of the Superintendent and a member designated by CSEA, unit members may apply to donate sick leave time by completing an Application to Donate Sick Leave Time and forwarding such request to the Superintendent for approval. In the

event that the Catastrophic Leave Committee does not reach consensus on the approval of the request, the request will not be approved.

19.14.3.1 Donated Sick Leave days will be deposited in a Catastrophic Leave Pool and deducted from the donating employee's accumulated Sick Leave.

19.14.3.2 Sick Leave donated and taken pursuant to this Article shall be credited/deducted in half-day increments.

19.14.3.3 The maximum number of days an employee may contribute per year pursuant to this section is five (5).

19.14.4 The Catastrophic Leave Pool shall be reduced by each half-day of Catastrophic Leave used by the unit member pursuant to this Article.

19.14.5 In the event donated Sick Leave days are not used, those days shall be retained in the Catastrophic Leave Pool for future use pursuant to this Article.

19.14.6 CSEA agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated Sick Leave used by another unit member pursuant to this Article. CSEA also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this Article.

19.14.7 CSEA agrees to indemnify and hold harmless the District from any loss or damage arising from the implementation of this Article.

19.14.8 In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this Article, the District may terminate this Article upon written notice to CSEA.

ARTICLE XX
WORKING CONDITIONS

20.1 Distribution of Job Information

20.1.1 Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his or her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

20.1.2 By October 15 of each year, the District shall provide each unit member with a written status report indicating annual salary, vacation days or vacation pay (if paid as salary) and accrued Sick Leave.

20.2 Use of Instructional Aides

Every effort will be made to limit the time instructional aides are left alone in charge of students in classrooms during instructional periods. Abuses of this Agreement shall be reported to the Principal immediately if the aide feels the time spent alone in the classroom was of an unreasonable duration. Upon receipt of such report, the Principal shall investigate the alleged abuse and report said findings to the aide who expressed concern.

20.3 Uniforms

The District and CSEA agree that the purchase, lease or rental of such uniforms, equipment, identification badges, emblems and cards required shall be borne by the District in accordance with 20.3.1.

20.3.1 The District shall supply each unit member in the custodial, maintenance, grounds, food service, and transportation classifications work shirts valued up to \$250.00. The shirts shall be either a "T" shirt, polo shirt, or a smock/sweatshirt in dark blue or ash. Each shirt shall bear a District logo and/or "District Staff" lettering. The employees may select the style and colors of the shirts, pursuant to procedures agreed upon by the District and CSEA. Annually the District shall supply replacement shirts as required up to a 2/3 of the original cost. Each unit member shall be responsible for the laundry and care of their shirts.

ARTICLE XXI TRANSPORTATION

21.1 Routing

21.1.1 Initial Routes: For the first two (2) full weeks of school, assignment to routes shall be at the discretion of the Director of Transportation, but no employee shall be paid less than the minimum hours applicable to that employee in the preceding year.

21.1.2 Routes may be changed during the year as required by changed circumstances.

21.2 Route Description

The Director of Transportation, by the end of the second full week of school each year shall identify each route, showing the minimum number of hours of assignment for that route.

21.3 Route Bidding

On the first working day following the second full week of the school year, drivers will express their preference for routes as described in Article 21.1.

21.4 Assignments

21.4.1 On the second working day following the second full week of school, drivers shall be assigned to routes, with consideration given to their preferences.

21.4.2 Thereafter, buses shall be assigned to the routes by the Director of Transportation.

21.5 Vehicle Unavailability

Whenever, as the result of the unavailability of District buses due to mechanical or other malfunctions, a bus driver regularly scheduled to work is unable to work, he or she shall receive the pay he or she would otherwise have received for working that day. The District may assign other transportation-related work for the period of time otherwise worked.

21.6 Special Trip Assignments

21.6.1 Special Trips

Any trip commencing or ending outside or beyond regular home to school bussing hours (6:30 AM to 4:30 PM, weekdays) shall be designated a Special Trip.

21.6.1.1 Special Trips will be assigned on a rotational basis among regular drivers who are qualified to drive all busses in the fleet.

21.6.1.2 A regular driver is one who drives a daily route.

21.6.1.3 If no such driver is available, then a qualified substitute driver (as described in 21.8) may be assigned the Special Trip

21.6.1.4 Substitute Drivers will be assigned Special Trips on a rotational basis; that rotation limited to and including only the substitute drivers.

21.6.1.5 Any driver who declines a Special Trip shall be considered to have used his/her turn in that rotation and will not be offered a Special Trip until the next rotation. Other regular drivers in the rotation will then be offered the Special Trip.

- 21.6.1.6 Any substitute driver who declines a Special Trip shall be considered to have used his/her turn in that rotation and will not be offered a Special Trip until the next rotation. Other substitute drivers in the rotation will then be offered the Special Trip.
- 21.6.1.7 Whenever a regular driver is assigned a Special Trip that precludes him/her from driving a portion or all of his/her daily route, a qualified substitute driver (in rotation) will be assigned to drive the portion or all of the vacated route; that assignment being dependent upon the substitute's availability at the time.
- 21.6.1.8 The availability of a substitute driver for assignment to a vacated route shall be determined by the substitute driver's immediate supervisor and/or the Transportation Director (giving consideration to the priority of the substitute driver's other duties at the time) and that determination will not be subject to the grievance procedure.
- 21.6.1.9 This article may not apply to Special Trips to the mountains, large cities, or some night trips. Special Trips requiring these skills will be assigned to drivers who possess the required skills or experience.
- 21.6.1.10 The possession of required skills will be at the determination of the Transportation Director and/or Driver Trainer and that determination will not be subject to the grievance procedure.

21.6.2 Day Trips

Any trip commencing and ending during the times of normal home to school bussing (6:30 AM to 4:30 PM, weekdays) shall be designated a Day Trip.

- 21.6.2.1 Day Trips shall be assigned to any qualified regular driver or any qualified substitute driver (in their respective rotations) and that assignment shall be dependent upon that particular driver's availability at the time.
- 21.6.2.2 Availability of a regular driver or a substitute driver for assignment on a Day Trip shall be determined by the driver's immediate supervisor and/or the Transportation Director (giving consideration to the priority of the driver's other duties at the time) and that determination shall not be subject to the grievance procedure.

21.6.3 Substitute Bus Drivers

Unit members working in positions other than Bus Driver who possess a valid California Bus Driver Certificate may be designated as a Substitute Driver, depending on the unit member's willingness and the District's approval.

- 21.6.3.1 Non unit members may be hired by the District as Substitute Drivers.
- 21.6.3.2 All substitute drivers may be assigned to drive vacated daily routes (as described in 21.6.1.7), Day Trips, or Special Trips as needed by the District and at the discretion of the Transportation Director following the guideline outlined previously in this article.
- 21.6.3.3 Unit members who are given driving assignments will be paid at his/her wages or Bus Driver wages, whichever is greater.
- 21.6.3.4 Unit members who drive one or more times during a calendar month will receive a \$60 stipend for that month in addition to any money earned while driving.

21.7 Bus Driver License Stipend

- 21.7.1 Effective January 1, 1999, unit members, other than those regularly assigned a home to school route, who possess a valid California school bus certificate and have been approved by the District shall be designated as "alternate drivers". Such alternate drivers shall be available to drive routes and/or trips as assigned by the District. In consideration thereof, the District will pay each qualified and approved alternate driver a monthly stipend of \$100.
- 21.7.2 Annually prior to July 1, unit members receiving the above stipend may elect to withdraw from the "alternate driver" list and cease receiving the stipend for the next fiscal year. Annually prior to July 1, the District will offer unit members the opportunity to participate as an "alternate driver." At least three (3) unit members will be selected on the basis of District seniority from those requesting to be an "alternate driver."
- 21.7.3 Unit members who are not on the "alternate driver" list shall, in any calendar month in which they drive one or more times, receive the stipend of \$100 for that month, in addition to any pay as a Bus Driver for the time driven. Any unit member driving shall be paid at the Bus Driver's rate or his/her regular rate of pay, whichever is greater for the hours driven.
- 21.7.4 Other unit members who are qualified to drive a school bus may be asked to drive as needed but such work will be strictly voluntary. Except as agreed to by the parties for specific positions, a school bus certificate shall not be required as a condition of employment or continued employment.

21.8 Bus Driver Trip Stipend

Bus Drivers driving to a location exceeding 60 miles one way from Gridley Unified School District Transportation Yard to the destination will receive an add-on payment equivalent to 5% of their current salary for the trip.

ARTICLE XXII
TRAINING

22.1 In-service Training

The District may provide, when appropriate, a program of in-service training for classified employees designed to maintain a high standard of performance and to increase the skills of employees.

- 22.1.1 The District will provide in-service training when unit members are required by law to maintain license, certificate, etc. If said training is not provided by the District, training may be acquired through other sources. The cost for approved training will be paid by the District. All other costs will be paid in accordance with Article 14.1.2.
- 22.1.2 If employees are unable to attend the District in-service training due to work-related duties or reason of personal necessity as defined by Article 19.8, such training will be provided by outside sources at the District's expense.
- 22.1.3 If employees are unable to attend the District in-service training for reason other than work-related duties or reason of personal necessity as defined by Article 19.8, such training will be obtained at the employee's expense.

ARTICLE XXIII
MEDICAL EXAMINATIONS

23.1 Medical Examination

Whenever the District requires a physical examination to be taken by a unit member, or when unit members are required by law to submit to a physical examination for continuance in employment, the District shall either provide the required examination, cause it to be provided, or provide the unit member with reasonable reimbursement for the required examination.

ARTICLE XXIV

SAVINGS

24.1 Savings Clause

If any provision of this Agreement should be held invalid by operation of law or by the final decision of any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

24.2 Out of Scope Provisions

If the subject matter of any provision of this Agreement is determined by a final decision of the Public Employment Relations Board or a court of competent jurisdiction to be outside the scope of representation, such provision shall be void.

24.3 Replacement of Severed Provisions

In the event of an invalidation of any provision of this Agreement as described in Article 24.1, the parties agree to meet and negotiate upon request and following completion of the Public Notice requirements (Section 3547, Gov. Code) for the purpose of arriving at a mutually satisfactory replacement for the invalidated provision.

ARTICLE XXV
APPLICATION

25.1 Application

If the subject matter of any District policy or procedure is covered to any extent by this Agreement, then that District policy or procedure shall not apply to the employees covered by this Agreement.

ARTICLE XXVI

NEGOTIATIONS

26.1 Notification and Public Notice

If either party desires to alter or amend this Agreement, it shall, not less than one hundred twenty (120) days prior to the termination dates set forth under Article XXVIII, provide written notice and a proposal to the other party of said desire and the nature of the amendments, and cause the public notice provisions of law to be fulfilled.

26.2 Ratification of Additions or Changes

Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

26.3 Agreement of Parties

This Agreement contains the agreement of the parties as to all matters.

26.4 Release Time

CSEA may designate a reasonable number of employees who shall be given reasonable released time for the purpose of participating in negotiations.

ARTICLE XXVII
SAFETY CONDITIONS

27.1 General Provision

No unit member shall be required to work in a condition that reasonably threatens his/her health or safety. Therefore, unit members shall immediately report (but not later than three (3) work days) any potentially unsafe working condition to the immediate supervisor either in writing or verbally followed in writing. The supervisor or designee shall investigate the reported condition as soon as possible and shall respond in writing or verbally followed in writing to the unit member no later than four (4) work days. The response shall include the findings concerning the condition and the District's course of action and time line for correcting any actual unsafe working condition.

27.2 Safety Equipment

The District shall provide or make available needed safety equipment (including protective clothing) as recommended by the District Safety Committee, consistent with practical considerations including reasonable budgetary constraints.

27.3 Safety Classes

The District shall compensate any unit member who is required by the District to attend safety or first-aid classes outside of his/her normal work day.

27.4 Emergency Procedures

The District shall make available at each class room and work site the applicable District emergency and disaster plan. Upon request, the District shall provide a copy to an employee.

ARTICLE XXVIII

DURATION

28.1 Length of Agreement

It is agreed that the term of the contract between the Gridley Unified School District and the California School Employees Association and its Gridley Chapter #395 will be July 1, 2023 through June 30, 2024.

28.2 Reopeners

28.2.1 This Agreement is, to the extent authorized by law, the entire agreement between the parties. It is agreed and understood that the provisions of this Agreement shall not be renegotiated for the term of this Agreement, except as specifically provided herein and except by mutual consent. Any such negotiated modifications to this Agreement shall be reduced to writing and shall be duly signed by the representatives of each party.

28.2.2 Each party may reopen negotiations by providing written notice to the other as specified below:

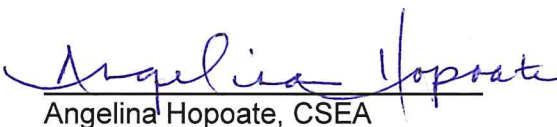
No later than April 30 of each year of the contract for proposals to be effective as of the upcoming fiscal year concerning:

Article XIV: Pay and Allowances

Article XVI: Health and Welfare Benefits

Two (2) other existing contract articles of each Parties choice
There may be additional articles opened by mutual agreement of the Parties.


Justin Kern, Superintendent


Angelina Hopoate, CSEA

8/11/2023
Date

7 AUG 23
Date

Exhibit I – Salary Schedules

GRIDLEY UNIFIED SCHOOL DISTRICT 2023-24 CLASSIFIED SALARY SCHEDULE											
Range	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30-34	35+
1	\$ 16.00	\$ 16.80	\$ 17.64	\$ 18.52	\$ 19.45	\$ 20.42	\$ 21.44	\$ 22.51	\$ 23.64	\$ 24.82	\$ 26.06
2	\$ 16.80	\$ 17.64	\$ 18.52	\$ 19.45	\$ 20.42	\$ 21.44	\$ 22.51	\$ 23.64	\$ 24.82	\$ 26.06	\$ 27.37
3	\$ 17.64	\$ 18.52	\$ 19.45	\$ 20.42	\$ 21.44	\$ 22.51	\$ 23.64	\$ 24.82	\$ 26.06	\$ 27.37	\$ 28.73
4	\$ 18.52	\$ 19.45	\$ 20.42	\$ 21.44	\$ 22.51	\$ 23.64	\$ 24.82	\$ 26.06	\$ 27.37	\$ 28.73	\$ 30.17
5	\$ 19.45	\$ 20.42	\$ 21.44	\$ 22.51	\$ 23.64	\$ 24.82	\$ 26.06	\$ 27.37	\$ 28.73	\$ 30.17	\$ 31.68
6	\$ 20.42	\$ 21.44	\$ 22.51	\$ 23.64	\$ 24.82	\$ 26.06	\$ 27.37	\$ 28.73	\$ 30.17	\$ 31.68	\$ 33.26
7	\$ 21.44	\$ 22.51	\$ 23.64	\$ 24.82	\$ 26.06	\$ 27.37	\$ 28.73	\$ 30.17	\$ 31.68	\$ 33.26	\$ 34.93
8	\$ 22.51	\$ 23.64	\$ 24.82	\$ 26.06	\$ 27.37	\$ 28.73	\$ 30.17	\$ 31.68	\$ 33.26	\$ 34.93	\$ 36.67
9	\$ 23.64	\$ 24.82	\$ 26.06	\$ 27.37	\$ 28.73	\$ 30.17	\$ 31.68	\$ 33.26	\$ 34.93	\$ 36.67	\$ 38.51
10	\$ 24.82	\$ 26.06	\$ 27.37	\$ 28.73	\$ 30.17	\$ 31.68	\$ 33.26	\$ 34.93	\$ 36.67	\$ 38.51	\$ 40.43
11	\$ 26.06	\$ 27.37	\$ 28.73	\$ 30.17	\$ 31.68	\$ 33.26	\$ 34.93	\$ 36.67	\$ 38.51	\$ 40.43	\$ 42.45
12	\$ 27.37	\$ 28.73	\$ 30.17	\$ 31.68	\$ 33.26	\$ 34.93	\$ 36.67	\$ 38.51	\$ 40.43	\$ 42.45	\$ 44.58
13	\$ 28.73	\$ 30.17	\$ 31.68	\$ 33.26	\$ 34.93	\$ 36.67	\$ 38.51	\$ 40.43	\$ 42.45	\$ 44.58	\$ 46.80
<u>Range 1</u>				<u>Range 6</u>				<u>Range 12</u>			
Clerical Aide - Health Services				Night Custodian				Lead Computer Technician			
Instructional Aide				IT Help Desk Technician				Licensed Vocational Nurse (LVN)			
Library Clerk				School Secretary III							
Media Clerk								<u>Range 13</u>			
Transportation Aide - Special Education				<u>Range 7</u>				Speech Language Pathology Assistant			
				Head Cook							
<u>Range 2</u>				Lead Custodian							
Counseling Assistant - Elementary				Maintenance/Grounds Worker/Custodian							
Noon Supervisor				Secretary/Account Clerk							
				Snack Bar Cook							
<u>Range 3</u>				Student Information Systems Specialist							
Cafeteria Helper											
Cafeteria Clerk I				<u>Range 8</u>							
Instructional Aide Specialized Class				Bus Driver							
Office Clerk				Bus Driver/Custodian							
				Bus Driver/Dispatcher							
<u>Range 4</u>				Grounds Worker I							
Cafeteria Clerk II				Maintenance/Grounds Worker I							
Counseling Assistant - Secondary											
School Secretary I				<u>Range 9</u>							
				Grounds Worker II							
<u>Range 5</u>				Maintenance/Grounds Worker II							
Assistant Activities Coordinator				School Campus Supervisor							
Assistant Cafeteria Cook											
Bilingual Family Support Specialist				<u>Range 10</u>							
Car/Van Driver				Computer Technician							
Car/Van Driver/Custodian											
College and Career Tech				<u>Range 11</u>							
Computer Tech/Library Clerk				Maintenance/HVAC Technician							
Custodian				Mechanic							
Custodian/Cafeteria Assistant											
School Secretary II											
Secretary - Health Services								Board approval date 6-14-2023			
Transport Cook											

Exhibit IV – Job Reclassification Form

**REQUEST FOR JOB RECLASSIFICATION
Supervisor’s Recommendation**

Date: _____

Employee’s Name: _____

Current Classification: _____

Classification Requested: _____

I do recommend do not recommend this job classification request.
(circle one)

Please comment on your recommendation and/or justification for this reclassification request.

Supervisor’s Signature

**GRIDLEY UNIFIED SCHOOL DISTRICT
OVERTIME “OPT-OUT” FORM**

I understand that by signing this form I will “Opt-Out” of the District’s overtime rotation list for the dates I have listed.

PRINT NAME: _____

DATES NOT AVAILABLE FOR OVERTIME:

CLASSIFICATION: _____

Checking this Box indicates that I do not want to be on the District’s Overtime Rotation list for the _____ school year.

I am requesting to work at my school site **only** (please state site):

I am willing to work Overtime at any District location.

Signed: _____ Date: _____

SIGNATURE PAGE

GRIDLEY UNIFIED
SCHOOL DISTRICT



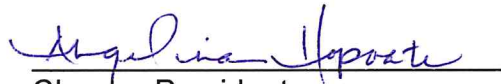
President, Board of Trustees



Superintendent

Labor Relations Consultant

CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION



Chapter President

Chair, Negotiating Committee

Labor Relations Representative