



# CONTRACT

## District / CSEA

July 1, 2022 – June 30, 2025

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Updated with ratified agreements through December 31, 2024

[Link to ALL Tentative Agreements](#)

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PREAMBLE

*This agreement is made and entered into by and between Thermalito Union School District, hereinafter referred to as the "District", and Thermalito Chapter #182 (CSEA) and the California School Employee Association, hereinafter referred to as "CSEA."*

*The purpose of this agreement is to promote the improvement of personnel management and employer – employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment, within the scope of the Collective Bargaining Act.*

*The California School Employee Association was recognized as the Classified Bargaining Unit on April 19, 1976.*

## **ARTICLE 1** **AGREEMENT**

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Thermalito Union School District ("District") and Thermalito Chapter #182 ("CSEA") and the California School Employees Association, recognized employee organization.
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Section 3540-3549.3 of the Government Code.

## **ARTICLE 2** **RECOGNITION**

- 2.1 **Acknowledgement:** The District recognizes Thermalito Chapter #182 and CSEA as the exclusive representative for a unit of all classified employees including but not limited to the following major grouping of jobs: Child Nutrition Services, Clerical, Business, Maintenance and Operations, Custodial, Instructional Services, Preschool Instructional Services and Transportation. This unit excludes, Management, Confidential and Supervisory positions. All newly created positions, except those that lawfully are Certificated, Management, Confidential and Supervisory shall be assigned to the bargaining unit. Disputed cases may be submitted to the Public Employment Relations Board (PERB) for resolution. (TA 22-23-04)
- 2.2 **Scope of Representation:** The scope of representation shall be limited to matters relating to wages, hours of employment, and all other terms and conditions of employment as defined in Government Code Section 3543.2. Nothing herein may be construed to limit the rights of the District to consult with CSEA on any matter outside the scope of representation.

## **ARTICLE 3** **NONDISCRIMINATION**

- 3.1 **Discrimination Prohibited:** The parties agree to continue their policies of not discriminating against any person because of race, creed, color, age, national origin, sex, marital status or membership or non-membership in any organization.
- 3.2 **No Discrimination on Account of Participation in CSEA Activities:** It is agreed that no Member of the bargaining unit, no board member, or representative of the Board shall be subjected to harassment, intimidation, or reprisals either in connection with their functions as school officials, employees, or in connection with their private lives, as a result of this agreement, of negotiations associated with it, or because of rights to engage in CSEA activities.
- 3.3 **Affirmative Action:** The District and CSEA agree that an effective affirmative action program is beneficial to the District, employees, and the community. The parties agree and understand that the responsibility for an affirmative action plan rests with the employer. The District shall consult with CSEA in preparing the affirmative action plan and further agrees that no provision shall be adopted in the affirmative action plan that violates employee rights as set out in this agreement.

**ARTICLE 4**  
**DEFINITIONS**

- 4.1 "Academic/Traditional school year" is the period normally from August to June, as designated by the district board, when students are normally required to be in attendance.
- 4.2 "Allocation" is the placement of a classification on a specific salary schedule range or rate.
- 4.3 "Anniversary date" is the initial date of employment. Salary changes such as step increments shall occur concurrently with the first date of employment in a given fiscal year and monthly salaries shall successively include, up to the amount of eligible total, any prorated amounts of longevity for which the employee has qualified during the preceding year.
- 4.4 "Bargaining Unit Seniority" is based upon the earliest date of hire within the member's current classification, any classifications with the same salary range, or any classifications with a higher salary range in which the member has served. (TA 16-17-01)
- 4.5 "Bumping Right" is the right of an employee, under conditions as specified under Article XXI, to displace an employee with less seniority in a classification.
- 4.6 "Classification" is a position with defined duties, responsibilities, and authority, with the same job title, minimum qualifications, and salary range.
- 4.7 "Classify" is the act of placing a position into a classification.
- 4.8 "Date of Hire" shall be understood to mean the first date of paid service to the employee following approval for employment by the Board.
  - 4.8.1 It is agreed and understood that the date of hire shall be adjusted to the first date of any previous continuous paid service in that assignment.
- 4.9 "Demotion" means assignment to an inferior position or status.
- 4.10 "Differential" is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work.
- 4.11 "E.E.R. Committee" is an employer/employee relations committee.
- 4.12 "Extra Time" Any employee whose shift is less than eight (8) hours, and must work beyond their regular assigned shift time, shall be paid at their regular rate up to eight (8) hours.
- 4.13 "Fiscal Year" is July 1 through June 30.
- 4.14 "Health and Welfare Benefits" mean any form of insurance or similar benefit programs, including, but not limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs.

- 4.15 "Incumbent" is an employee assigned to a position and who is currently serving in or on leave from the position.
- 4.16 "Industrial accident or illness" is an injury or illness arising out of or in the course of employment with the District.
- 4.17 "Involuntary demotion" is a demotion without the employee's voluntary written consent.
- 4.18 "Job description" is the description of the duties, responsibilities, minimum qualifications, and authority of a classification.
- 4.19 "Job Family" is a group of classifications within the same occupational area.
- 4.20 "Minimum qualifications" are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific classification.
- 4.21 "Notice" whenever notice is required under this agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Superintendent of written notice or First-Class Mail notice to the Office of the Superintendent, and notice to CSEA shall be written notice by personally delivered to the President of the local chapter or First-Class Mail notice directed to Thermalito Chapter #182, CSEA, 400 Grand Avenue, Oroville, California 95965.
- 4.22 "Permanent employee" is a regular employee who successfully completes an initial probationary period of one year.
- 4.23 "Probationary employee" is a regular employee who will become permanent upon completion of the probationary period of six months. (TA 22-23-01)
- 4.23.1 In accordance with Article 4.8, when the date of hire is adjusted to the first date of any continuous paid service, in a specified assignment, the probation period will be retroactive for up to six (6) months.
- 4.24 "Promotion" is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary rate.
- 4.25 "Reallocation" is a movement of an entire classification from salary range or rate to another salary range or rate.
- 4.26 "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position.
- 4.27 "Reemployment" is the return to duty of an employee who has been placed on a reemployment list.
- 4.28 "Reemployment List" is a list of names of persons who have been laid off for lack of work or lack

of funds, or exhaustion of sick leave, industrial accident or illness leave, or leave privileges, and who are eligible for reemployment without examination in their former classification for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment.

- 4.29 "Regular employee" is any employee, whether permanent, probationary, full time, or part time, who is not a restricted, substitute, short term, temporary, or student employee.
- 4.30 "Restricted employee" is an employee hired pursuant to any local, state, or federally funded program which restricts employment to persons in low income groups, from designated impoverished areas, and any other criteria which restricts the privilege of all citizens to compete for employment in such positions, except as may otherwise be specified by this agreement.
- 4.31 "Safety conditions of employment" means any work-related condition affecting the health and safety of the employees.
- 4.32 "Voluntary demotion" means the assignment of an inferior position or status with the employee's written consent.

## **ARTICLE 5**

### **EMPLOYEE RIGHTS**

#### **5.1 Personnel Files:**

- 5.1.1 The personnel file of each employee shall be maintained at the District's office. Any regular evaluation data kept by a supervisor shall be a part of that file. Unless school management personnel are confronted with special legal requirements or other manifestly unavoidable reasons, no adverse action of any kind shall be taken against an employee based on materials which are not in the personnel file.
- 5.1.2 Except by mutual agreement to the contrary, employees shall be provided with copies of any derogatory written materials at least ten (10) days before it is placed in the employee's personnel file.
- 5.1.3 The employee shall be given an opportunity during normal working hours and without loss of pay to review the derogatory material. He/she shall have ten (10) days to respond in writing, and any such response shall be attached to the derogatory material.
- 5.1.4 An employee shall have the right to examine and/or obtain copies of any materials from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee, provided that the inspection is done during off-duty hours.
- 5.1.5 All personnel files shall be kept in confidence and shall be available for inspection by persons other than the employee only when actually necessary in the proper administration of the District's affairs or the supervision of the employee.

- 5.1.6 The District shall keep a log indicating the persons other than office personnel or designated administrators who have received special permission from the superintendent or his designee to examine a personnel file, as well as the date such examinations were made. Such log shall be available for examination by the employee or his/her CSEA representative if authorized by the employee.
- 5.1.7 Any written information pertaining to an employee's performance or conduct, if placed in the employee's personnel file, shall be signed and dated by the person who prepared the written document.
- 5.1.8 After remaining in the file for a period of two years, upon the request of the employee, or the authorized representative of the employee, the specified derogatory materials will be sealed.
- 5.2 **Evaluation:** No evaluation of an employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations shall be based upon properly documented or verifiable evidence. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall attempt to comply with and implement any specific recommendations for improvement. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Section 5.1 above.
- 5.3 **Grievance Procedure:** Provisions shall be made for employees to signify agreement or disagreement with evaluations. Evaluation reports or employee responses are not grievable under the terms of this contract. Violations of procedures are grievable. However, nothing in this contract shall prejudice the right of an employee to appeal any evaluative type of data which the employee contends is unfair and/or incorrect. The steps in this appellate procedure are as follows:
  - 5.3.1 Employee attempts to solve the disagreement on an informal basis with the immediate supervisor.
  - 5.3.2 If the disagreement persists, the matter may be presented to the superintendent or to a principal.
  - 5.3.3 If the disagreement persists, the superintendent agrees to carefully examine all pertinent elements of the matter and to render a decision, which shall be subject to appeal to the school board by the employee.
  - 5.3.4 A written review of all pertinent data shall be presented to the school board. The decision of the school board shall be final.
  - 5.3.5 A decision made totally in favor of the complainant at any point in the appellate process is agreed to constitute sufficient cause for removal of pertinent derogatory material from the employee's file.



**ARTICLE 6**  
**ASSOCIATION RIGHTS**

- 6.1 **CSEA Rights**: CSEA shall have the following rights in addition to any other portion of this agreement.
- 6.1.1 The right of access at times not in conflict with regularly assigned duties and responsibilities to the areas in which employees work.
  - 6.1.2 The right to use without charge institutional bulletin boards, mailboxes, and the use of the school mail system, and other District means of communication for the purpose of posting or transmission of information or notices concerning CSEA matters. Such materials shall not be slanderous or libelous in relation to the Board, District Personnel or district program. They shall not incite employees to violate rules or regulations of the Board or the state law that governs the operation of the District.
  - 6.1.3 The right to use without charge institutional equipment, facilities, and buildings at reasonable times, provided that prior approval is obtained in order to avoid interference with district programs.
  - 6.1.4 Except for records pertaining to recommendations and other pre-employment records, the right to review employees' personnel files and any other records dealing with the employees when accompanied by the employee or on presentation of a written authorization signed by the employee.
  - 6.1.5 The right to be supplied, upon written request of CSEA's Chapter President, with a complete seniority roster of all bargaining unit employees on the effective date of this Agreement, and every year thereafter for the life of this Agreement.
  - 6.1.6 The right to request and receive specific information on any and all written reports, with the exception of confidential reports, submitted to any agency.
  - 6.1.7 The right to receive any budget or financial material requested by the CSEA Chapter President which material has been submitted to the governing board.
  - 6.1.8 The right to review at all reasonable times any other materials (exclusive of executive session board minutes or other materials legally classified as confidential) in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.
  - 6.1.9 During such time as a bargaining unit employee is State President of the California School Employees Association, that employee may take up to ten (10) days of release time subject to prior notice to the Superintendent and obtaining the Superintendent's prior consent based upon the needs of the District.
- 6.2 **Prohibition Against Advisory Committees**: The District shall not form, or cause to be formed, any

advisory committee on any matter concerning bargaining unit employees without the inclusion of CSEA.

- 6.3 **Restriction on District Negotiations and Agreements:** The District shall conduct no negotiation, or enter into any agreement with any other organization on matters concerning the rights of bargaining unit employees and/or CSEA, without prior notice to and approval by Thermalito Chapter #182, CSEA of the negotiations and the agreement.
- 6.4 **Distribution of Contract:** Within thirty (30) days after the execution of this contract, the District shall send an electronic copy without charge to every employee in the bargaining unit. Each employee in the bargaining unit shall be provided by the District without charge, a copy of any written changes agreed to by the parties of this agreement during the life of this agreement. Upon request, the District shall provide a hard copy of the agreement within thirty (30) days of the request.
- 6.5 The parties agree to the creation of site E.E.R. committees, each committee consisting of a district representative and bargaining unit employees appointed by C.S.E.A.
- 6.6 With prior notice to the Superintendent, the right of release time for bargaining unit employees to attend afternoon Chapter meetings, as long as they do not disrupt the necessary District operation.
- 6.6.1 Supervisors are to be given advanced notice of any meetings taking place during normal working hours. The supervisor will grant such use of time if the employee's job duties allow or job duties are sufficiently addressed.
- 6.6.2 Association meetings with an individual or small group of employees should be scheduled around working hours whenever possible or at least near the end of the employee's shift.
- 6.6.3 The District recognizes association officials should acknowledge members' complaints and concerns. They should, however, limit the time of discussion so as not to conflict with regularly assigned duties and responsibilities.
- 6.6.4 All issues should be handled at the lowest level first. If the employee is not comfortable speaking with their supervisor, the job steward should discuss the issue with the supervisor to seek a resolution. Should the issue not be resolved at that level, then the steward moves the issue to the next management level.
- 6.7 **New Employees/Orientations/Employee Events:** Whenever the District hires a new bargaining unit employee, they will send the following information to the Chapter President/designee by or before the employee's hire date: (TA 15-16-07)
1. Employee's Name
  2. Employee's Classification
  3. Employee's Work Site
  4. Employee's Shift (Start and End time)
  5. New Employee's first day of work.

The District will provide the same information any time a current employee is promoted, demoted, or laterally transferred into a new classification. In these situations, they will indicate the former and new classification under #2 above.

6.7.1 The Chapter President or his/her designee at each site shall be provided 15 minutes to meet with the new employee during the first two weeks of work after Board approval. The Chapter President will request and the Site Administrator will schedule the time and location for this meeting to occur and notify the new employee and the Chapter President/designee. The Chapter President/designee and new employee will be released without loss of pay to attend this meeting.

6.7.2 If the District holds a New School Year/Back to School meeting and/or training for employees at the beginning of the school year for any group of employees, the CSEA Chapter President or designee will be provided up to one-half hour to meet with bargaining unit members.

## **ARTICLE 7** **JOB STEWARD**

7.1 **Purpose:** The District recognizes the need and affirms the right of CSEA to designate job stewards from among employees in the bargaining unit. It is agreed that CSEA in appointing such stewards does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.

7.2 **Selection of Job Steward:** CSEA shall reserve the right to designate the number and the method of selection of the job stewards. CSEA shall notify the District in writing of the names of the job stewards and the group they represent. If a change is made, the District shall be advised in writing of such change.

7.3 **Duties and Responsibilities of Job Steward:** The following shall be understood to constitute the duties and responsibilities of job stewards:

7.3.1 After notifying his/her immediate superior, a job steward shall be permitted to leave his/her normal work area during reasonable times in order to assist in matters relating to presentation of grievances. It shall be understood, however, that an adequate level of service as determined by the employee's supervisor shall be maintained before the release of the job steward. Disputed situations concerning adequate level of service may be appealed to the district superintendent.

7.3.2 The job steward shall advise the supervisor of the grievant of his/her presence. The job steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure. It is understood that any such discussion shall be as least disruptive as possible to the normal activities of the District.

7.3.3 A job steward shall be granted release time with pay to accompany a CAL/OSHA representative conducting an on-site walk-around safety inspection of any area, department,

division, or other subdivision for which the job steward has responsibilities as a job representative. Work schedules and the convenience of the district shall be a factor for consideration subject to agreement with CAL/OSHA.

- 7.4 **Authority:** The job steward shall have the authority, upon the written authorization of employees involved and upon delivery of a copy of said written authorization to the Superintendent, to file notice and take action on behalf of the bargaining unit employees, relative to rights afforded under this Agreement.
- 7.5 **CSEA Staff Assistance:** Job stewards shall at any time be entitled to seek and obtain assistance from CSEA staff personnel, providing it does not interfere with the business of the District and is at no expense to the District.

## **ARTICLE 8**

### **ORGANIZATIONAL SECURITY**

8.1 **General Provisions:** (TA 19-20-03)

8.1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join.) District shall refer employees who have questions about CSEA or dues to the CSEA Labor Relations Representative.

8.1.2 This agreement shall satisfy District's duty to bargain the effects of the Supreme Court decision in Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 585 US (2018)

8.2 **Dues Deduction:**

8.2.1 CSEA shall notify the District of members who have authorized the District to deduct their membership dues from their wages. The District shall deduct in accordance with the CSEA dues schedule, a copy of which shall be provided by CSEA.

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

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

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

8.2.5 The District shall not charge CSEA for the expense of dues deductions.

8.3 **Membership Information:**

- 8.3.1 The district shall take reasonable steps within the bounds of law to safeguard the privacy of CSEA members' personal information, including but not limited to, members' Social Security numbers, personal addresses, personal phone numbers, personal cellular phone numbers, and status as a union member.
- 8.3.2 The District shall comply with the Public Records Act with respect to requests for information for employees' personal information and union affiliation.

8.4 **Indemnification and Hold Harmless:**

- 8.4.1 The California School Employees Association shall indemnify District and agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any claims, court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of this Article. CSEA shall defend and indemnify District for any claims arising from its compliance with this Article and for any claims made by the employee for deductions made in reliance on information provided by CSEA to the District to implement or cancel membership dues deductions authorization. The District shall promptly notify CSEA of any claims made concerning the terms of this Article.
- 8.4.2 California School Employee Association agrees to indemnify and hold the District harmless from any award or judgment which may result from a court action or administrative action referenced in 8.1 above.
- 8.4.3 CSEA shall have the exclusive right to decide and determine whether any such action or proceeding be comprised, resisted, defended, tried or appealed.

**ARTICLE 9**  
**HOURS AND OVERTIME**

- 9.1 **Workweek:** The workweek shall be forty (40) hours, provided, however, that the superintendent or his/her authorized representative may extend a regular workweek on an overtime basis when in his/her opinion such extension is necessary to carry on the business of the District. The District may establish a workweek of less than forty (40) hours for all or any of its newly created classified positions.
- 9.2 **Workday:** The workday shall be eight hours, provided, however, that the superintendent or his/her authorized representative may extend a regular workday on an overtime basis when in his/her opinion such extension is necessary to carry on the business of the District. The District may establish a workday of less than eight hours for all or any of its newly created classified positions.

Sections 9.1 and 9.2 shall be interpreted in accordance with existing law.

9.3 **Flex Shifts:** Employees may submit a request for a flexible work schedule as defined in this section to their immediate supervisor. Agreement by the employee is required if a Supervisor requests one of his/her employees to work a flexible schedule. All requests must meet the following conditions: (TA 15-16-06)

- The employee has been employed with the District for a minimum of one year in the position for which they are requesting the flexible schedule.
- The position held by the employee does not require him/her to be present five days per week (Monday through Friday).
- The schedule will not interfere with students' needs or District priorities.
- The schedule does not fall outside of the normal work week (Monday through Friday) unless agreed to by both the Superintendent and the CSEA Chapter President.
- The Supervisor will have the authority to grant or deny a request for flexible schedule. The Superintendent shall be notified of all requests and supervisor decisions and retains the right to review and may accept, modify or reject the supervisor's decision on a request.

A flexible schedule is defined as either 10/40 or 9/80 for full-time employees as illustrated below. Part-time employees would work any combination of hours/days that result in either one non-duty day per week or one non-duty day every two weeks.

- 9.3.1 The 10/40 schedule will consist of the employee working ten (10) hour days for four (4) days per work week with one (1) day per week as non-duty.
- 9.3.2 The 9/80 schedule will consist of the employee working nine (9) hours per day for eight (8) work days plus one (1) eight (8) hour day during a two (2) week period. Employees on a 9/80 schedule will have one (1) non-duty day during each two (2) week period.
- 9.3.3 An example of a flexible schedule for a part-time employee would be a six (6) hour employee working seven half (7.5) hours for four (4) days per work week with one (1) day per work week as a non-duty day. Alternatively, the same six (6) hour employee could work seven (7) hours per day for eight (8) days plus one (1) four (4) hour day during a two (2) week period with one (1) non-duty day during each two (2) week period.
- 9.3.4 If in the opinion of the Supervisor or the Superintendent, an approved flexible schedule is interfering with the efficiency of business or educational programs, the schedule may be discontinued and the employee shall revert to the work schedule in effect prior to his/her working the flexible schedule. The employee may also discontinue the flexible schedule if it is not working for him/her and revert to the work schedule in effect prior to his/her working the flexible schedule. Thirty (30) day notice will be given if either the Supervisor/Superintendent or the employee decide to revert back to the former work schedule.
- 9.3.5 The number of hours worked per day prior to working a flexible schedule shall be considered the "base hours" when calculating the flexible schedule during weeks with holidays. Working a flexible work schedule shall not result in the loss of holidays or the reduction in paid time for the holiday based on his/her base hours. A full-time employee working a 10/40 schedule may either work three (3) ten (10) hour days plus a two (2) hour day with an eight



(8) hour holiday or may work four (4) eight (8) hour days during a week containing a Holiday. A full-time employee working a 9/80 schedule may either work nine (9) hours per day for eight (8) days during a two (2) week period or work nine (9) eight (8) hour days.

9.3.5.1 In weeks with multiple holidays, a full-time employee working a flexible schedule will work the number of hours per work day that, when combined with eight (8) hour Holidays equals their total assigned number of hours during the week or two (2) week period respectively. Part-time employees will have their flexible schedule adjusted in the same way to ensure they receive their base hours for the multiple holidays falling within the one (1) week or two (2) week period.

9.3.5.2 Nothing in this section will preclude an employee from using vacation or compensatory time off during a week with a holiday(s) to ensure base hours are met.

9.3.6 Overtime for employees working flexible schedules will be consistent with the regulations of Education Code Sections 45132 and 45133 that pertain to assignment of flexible shifts.

9.3.7 Temporary summer schedules for twelve (12) month employees may also be arranged between the supervisor and the employee without following the full notice and approval provisions outlined above.

9.4 **Lunch Period**: All employees working five (5) or more hours in a position shall be entitled to receive not less than a one-half (1/2) hour uninterrupted unpaid lunch period. Unless mutually agreed to by the employee and supervisor, the meal period shall be scheduled for full-time employees at or about the midpoint of each work shift. When a work period of not more than six (6) and one-half (1/2) hours will complete the day's work, the meal period may be waived by mutual consent of employer and employee. Unless the employee is relieved of all duty during their defined meal period, the meal period shall be considered "on duty" and counted as time worked. An "on duty" meal period may be permitted only when the nature of the work prevents an employee from being relieved of all duty and when a written agreement between the parties for an on-the-job paid meal period is agreed to.

9.5 **Rest Periods**: All bargaining unit employees shall be granted rest periods as follows:

9.5.1 For each four (4) hours a fifteen (15) minute rest period is authorized insofar as practical in the middle of the four (4) hour time period. All rest periods shall be scheduled at times that are mutually agreed to between employees and their supervisors.

9.5.1.1 If an employee works more than four (4) hours, but less than six (6) hours, said employee shall be authorized one fifteen (15) minute rest period.

9.5.1.2 If an employee works six (6) hours or more per day but less than eight (8) hours per day, he/she will be entitled to a second ten (10) minute rest period in addition to the fifteen (15) minute rest period they are entitled under Section 9.4.1 above.

9.5.1.3 Employees who work eight (8) hours per day will be entitled to a second fifteen (15) minute rest period that shall be scheduled insofar as practical at or about the sixth (6<sup>th</sup>) hour of their shift.

9.5.1.4 A ten (10) minute rest period is authorized in the case of employees who work less than four (4) hours after two (2) hours of work.

9.5.2 Rest periods of a total of thirty (30) minutes for full time evening or special work shifts shall be scheduled to the mutual convenience of the employees and supervisors.

9.5.3 Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the employee.

9.6 **Reduction in Assigned Time:** Any reduction in assigned time shall be accomplished in accordance with Article 21.

9.7 **Permanent Increase in Hours:** A permanent increase in hours occurs when any of the following occurs:

- a. An employee works a minimum of fifteen (15) minutes or more per day for twenty (20) consecutive work days or more in his/her assigned position, or
- b. An employee works any amount of time in his/her assigned position over his/her base assignment at least sixty (60) work days in a ninety (90) work day period.

9.7.1 When additional hours are assigned to a part-time position on a permanent basis, the position shall first be offered to employees in the same classification in seniority order subject to the following provisions.

- a. An employee must give up his/her current assigned position in order to accept a transfer into the position offered.
- b. The employee must meet the minimum qualifications of the classification.
- c. The District retains discretion to assign a different employee if District needs merit special consideration.
- d. The District is not required to make a permanent increase in hours to an employee if the addition of the hours would cause the employee to work more than eight (8) hours per day or forty (40) hours per week.

9.7.2 If a more senior employee accepts the position, the two employees will swap positions:

- a. If no employee with more seniority accepts the position, the incumbent may stay in the position and accept the increased hours. If the incumbent rejects the increased hours, the position will be offered to less senior employees in the classification.
- b. If a less senior employee accepts the offer, he/she must give up his/her current assigned position and the two employees will swap positions.



- c. If the incumbent employee refuses the increased hours in his/her position, if offered, and refuses to swap positions, he/she may be subject to layoff.
- 9.7.3 If no employee in the classification accepts the position with the increased hours, it shall be offered to the qualified employee in the appropriate job family with the greatest bargaining unit seniority:
  - a. An employee must give up his/her current assigned position in order to accept the position offered. If the senior employee declines the assignment, it shall be offered to the remaining qualified employees in the job family in descending order of bargaining unit seniority until the assignment is made.
  - b. If the offer is finally accepted, the incumbent employee in the position with increased hours shall have the option of swapping positions, if qualified, or being laid off.
- 9.7.4 If an employee has another position(s), and the assigned hours of the other position conflict with the assigned hours of the position with increased hours:
  - a. The District, and/or CSEA and the District will make every effort to eliminate the conflict in assigned hours. If the conflict cannot be resolved, the employee must give up one of the positions and will be placed on the reemployment list for lost hours in the position given up.
- 9.7.5 Increases and decreases in assigned route times for drivers in the Transportation Department will be made in accordance with Article 24 (Transportation and Vehicle Use).
- 9.8 **Split Shift Differential Compensation:** All eight (8) hour employees in the bargaining unit, with the exception of transportation employees, whose position has a regularly assigned shift containing one (1) or more periods of unpaid time whose total exceeds one (1) hour shall receive a shift differential in the form of an assigned shift of seven (7) and one-half (1/2) hours for which he/she shall be paid for eight (8) at the regular rate of pay.
- 9.9 **Overtime:** Overtime hours shall be approved in advance by the department supervisor, site administrator, Superintendent or designee. Except as otherwise provided herein, all required overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1.5) the regular rate of pay. The employee may request compensatory time off in lieu of overtime pay subject to supervisor approval. Overtime is defined to include any time worked in excess of eight (8) hours in any one (1) day or on any one (1) shift or in excess of forty (40) hours in any work week, whether such hours are worked prior to the commencement of a daily assigned starting time or subsequent to the daily assigned quitting time.
  - 9.9.1 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate of pay or compensatory time off, commencing on the sixth (6<sup>th</sup>) consecutive day of work.
  - 9.9.2 All hours worked in excess of eight (8) hours on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive

days shall be compensated at two-and-one-half (2.5) times the regular rate of pay.

9.9.3 All hours worked on holidays designated by this agreement shall be compensated at two-and-one-half (2.5) times the regular rate of pay.

9.10 **Overtime For Employees Receiving a Reduction in Hours as Shift Differential:** An employee in the bargaining unit whose shift differential premium consists of reduction in assigned hours required shall be paid at the appropriate overtime rate in accordance with Section 9.8 of this article for all required hours worked in excess of seven (7) and one-half hours (1/2) in any one (1) day or on any one (1) shift or in excess of thirty-seven (47) and one-half (1/2) hours in any one (1) calendar week, whether such required hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the regularly assigned quitting time.

9.11 **Compensatory Time Off:** The District shall have the option to grant compensatory time off in lieu of cash compensation for overtime worked.

9.11.1 Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 9.8 and applicable sub-sections of this article.

9.11.2 Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within the fiscal year in which it is earned. If use of the compensatory time cannot be arranged, cash payment shall be made no later than July 31<sup>st</sup> of the next fiscal year.

9.12 **Equal Distribution of Over/Extra Time and Substituting in a Higher Classification:** Such time shall be distributed by rotating through the appropriate seniority list in a continuous order maintained by department supervisor.

9.12.1 When a position requires frequent extra time or overtime that is not long-term or on-going, that position shall be offered to the senior, qualified person in that classification and rotated as applicable as per Article 9.11.2. If no employee in the classification accepts the overtime or extra time assignment, it shall then be offered and rotated among qualified employee in the job family based on initial District hire date seniority.

9.12.2 Overtime/extra time and substituting in a higher classification shall be assigned as follows (TA 22-23-04):

Job Family	Assignment Basis	Assignment Method
Maintenance/Grounds/Warehouse	Districtwide	Rotational
Custodial	Site Specific	Unique duties
Child Nutrition	Site Specific	Unique duties
Transportation	Districtwide	Rotational
Clerical	Site specific	Unique duties
Instructional Services	Districtwide	Unique duties
Preschool Instructional Services	Districtwide	Unique duties
Business	Districtwide	Unique duties

It is understood that if a Custodial, Child Nutrition or Clerical position cannot be filled at the specific site, it will then be rotated District-wide. This rotation will be accomplished in accordance with Section 9.11.1 for frequent assignments that are not long-term or on-going or in accordance with Section 9.11.3 long-term or on-going assignments.

9.12.3 When a position requires long-term over/extra time that is ongoing, it shall be rotated every three (3) months in accordance with the above articles.

9.12.4 Bargaining unit members may serve in vacant positions for up to sixty (60) calendar days. Individual assignments will be made for up to twenty (20) days. They will be offered on a rotational basis, first within job classification, then within job family, but always by seniority. This sixty (60) day period for filling the vacancy may be extended but only in thirty (30) day increments with the advance prior approval of the chapter president provided that the District is continuing to make a good faith recruitment effort.

9.13 **Right of Refusal:** Any employee shall have the right to reject any offer or request for overtime except in case of an emergency declared by Superintendent.

9.14 **Extra Duty and Substitute Assignments:** Substitute work of five (5) or more consecutive days or extra duty shall be offered by the appropriate supervisor to employees in the following order (TA 18-19-02):

1<sup>st</sup>: Bargaining unit members currently employed in the classification

2<sup>nd</sup>: Outside substitutes or short-term employees, or other bargaining unit members, at the sole discretion of the district.

Offers will be made at Step one (1) above based on site, seniority, availability and qualifications. Assignment of extra duty or substitute work may not result in overtime for an individual unless authorized by the immediate supervisor overseeing the extra duty or substitute assignment. Extra duty that does not involve a current employee's position is different from extra time, and therefore it doesn't need to be rotated among employees.

9.15 **Working Out of Classification:** No bargaining unit member will be required to perform duties not contained within his/her job description. When a member performs duties outside his/her job description they are considered to be working out of classification. Pay for a member who works out of classification shall be as follows:

9.15.1 An employee who is assigned to work out of class shall be paid for working out of class commencing with the first day of the assignment.

9.15.2 A regular employee who is qualified in a higher classification and works out of classification in the higher classification will be paid in the higher classification at his/her same step.

9.15.3 A regular employee who is not qualified to work in a higher classification but works out of classification under Section 9.13 shall be paid at Step one (1) of the higher classification, or

his/her regular rate of pay, whichever is higher.

- 9.16 **Standby Time:** All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this agreement.
- 9.17 **Emergency Call Back Time:** Any employee called to return to work after the completion of his/her regular assignment on a regular working day, a weekend, or on a vacation day shall receive pay at one and one-half time (1.5), with a minimum of two (2) hours. This section does not apply to pre-scheduled, after hours work. If called to return to work on a Holiday, the employee shall receive a minimum of two (2) hours at two and one-half (2.5) his/her regular rate of pay (see Section 9.8.3).
- 19.17.1 Maintenance Department employees will be used in a monthly rotation for district-wide emergency callbacks. If an employee is not available, the assignment will be offered to the most senior employee by department in (1) Grounds Department; (2) Warehouse; and then to (3) Lead Custodians/Custodians.
- 9.18 **Minimum Call In Time:** Any employee called in to work on a regular working day when the employee is not scheduled to work, due to a paid leave, shall receive a minimum of 1/2 of his/her regular day's pay at the appropriate rate of pay.
- 9.19 **Hours Worked:** For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.
- 9.20 **Providing Coverage for Bargaining Unit Positions:**
- 9.20.1 Based on availability of qualified persons, after no more than 3 consecutive days of absence due to illness or injury, a substitute will be hired.
- 9.20.2 Bona fide, non-bargaining unit substitute employees ("outside substitute") are normally paid at the first step of the appropriate range of the classified salary schedule; however, the District may change the outside substitute pay rate to a higher step. In the event the outside substitute pay rate is increased to a higher step, the District shall increase the pay rate for bargaining members in that classification who are paid below the outside substitute pay rate to the same step as the substitute pay rate. The bargaining unit member will remain on this step until he/she would normally be eligible for the next step increase above the outside substitute pay rate.
- 9.21 **Light Duty Assignments:** Whenever possible, an employee out on leave will be allowed to work light duty assignments provided that work is available that does not violate his/her medical restrictions as determined by the District. If the employee is capable of performing most of the duties of a classification in a light duty assignment without violating his/her medical restrictions, he/she shall be utilized in lieu of an outside substitute or short-term employee.

**ARTICLE 10**  
**PAY AND ALLOWANCES**

- 10.1 **Regular Rate of Pay:** The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided for in Appendix B which is attached hereto and by reference incorporated as a part of this agreement. The regular rate of pay shall include any shift differential required to be paid under this agreement. In addition, consistent with the interest based bargaining process, the parties are committed to achieve a competitive level of classified compensation consistent with on-going district financial resources.
- 10.2 **Paychecks:** All regular paychecks of employees in the bargaining unit shall include longevity and itemize all deductions.
- 10.2.1 A statement of accrued sick leave shall be given all employees in the bargaining unit once (1) each year.
- 10.3 **Frequency:** Subject to cooperation by the Butte County Office of Education in the preparation of payroll and subject to there being no assessment of any costs to the District for payroll preparation, all bargaining unit employees, except for persons on variable payroll, shall be paid once per month, on or before their last working day of the month.
- 10.4 **Payroll and Benefits Errors:** The parties acknowledge that errors sometimes occur in the calculation of wages, benefit entitlement, sick leave accrual and balances, and/or vacation accrual and balances. In such instances, the District will notify the employee and the CSEA Chapter President in writing of the error prior to taking any action allowed by contract or statute. Upon request, the District will meet with the employee prior to taking action on the error. CSEA will provide representation upon request from the bargaining unit member. The following methods will be used to correct such errors. (TA 16-17-01) (TA 17-18-02)
- 10.4.1 **Underpayments:** Any payroll error resulting in inadequate payment for an employee in the bargaining unit shall be corrected, and a supplemental check issue, not later than five (5) working days after the employee provides notice to the payroll department and the District has verified the error. This process will be utilized for inadequate payment of wages and health and welfare contributions.
- 10.4.2 **Overpayments:** Payroll errors resulting in a proven total overpayment to an employee shall be subject to repayment under the following schedule:
- An overpayment to an employee five percent (5%) or less of the employee's next net paycheck shall be corrected by the deduction for the overpayment from the employee's next paycheck.
- If the total overpayment amounts to more than five percent (5%) but less than fifteen percent (15%) of the employee's next net paycheck, as corrected prospectively, the total overpayment shall be recovered equally from the two (2) paychecks issued after the discovery of the error.

If the total overpayment amounts to fifteen percent (15%) or more of the employee's next net paycheck, the total overpayment shall be recovered equally from the next six (6) paychecks provided that such recovery does not amount to more than five percent (5%) of the employee's net paychecks during the recovery period. If recovery amounts to more than five percent (5%) of the employee's net paychecks for the six (6) month period, recovery shall be equally spread over a time period that ensures that the employee's paychecks are reduced by no more than five percent (5%).

Nothing in this section precludes the employee and the Superintendent from mutually agreeing upon a longer or shorter period of repayment.

In the event that an employee is terminated or voluntarily terminates his/her employment prior to the District recovering the full amount of an overpayment, the District retains its right to collect the balance of the overpayment from the employee's last pay warrant.

- 10.4.3 In the event that an error is made in the calculation of earned sick leave or vacation it shall be corrected as follows:

If too little sick leave or vacation has been calculated, the balance will immediately be increased to reflect the corrected amount of sick leave or vacation that should have been credited. If credited vacation under this section causes the employee's vacation balance to be higher than allowed under the carry over provisions of Article 15 (Vacation Plan), the employee must use any such vacation by the end of the next fiscal year or it shall be paid off immediately after the close of the next fiscal year on June 30<sup>th</sup>.

If too much sick leave or vacation has been calculated, the balance will be immediately reduced to reflect the corrected amount of sick leave or vacation. If such immediate correction would result in a negative balance, the balance will be corrected in such a way that new sick leave or vacation balance will remain at zero (0) until the employee has accrued enough sick leave or vacation to correct the error. Normal accrual and calculation of balances will then resume. In no event will the District retroactively collect as an overpayment the use of sick leave or vacation days that were used as a result of the miscalculation of accrual or balance.

- 10.5 **Special Payment:** Any payroll adjustment determined by the District to be due an employee in the bargaining unit as a result of working out of classification, recomputing of hours, or other reasons other than procedural errors shall be made by a supplemental check issued not later than the next payday unless otherwise requested by the bargaining unit employee, provided, however, county office of education payroll time lines shall be complied with.
- 10.6 **Lost Checks:** Any paycheck for an employee in the bargaining unit which is not delivered within five days of mailing, if mailed, or is lost after receipt, shall be replaced as expeditiously as possible.
- 10.7 **Promotion:** Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and same step of the new classification.



- 10.8 **Mileage**: A bargaining unit employee required to use his/her vehicle on District business shall, prior to the travel being undertaken, secure the approval of the supervisor who is responsible for budgets of that department. Reimbursement shall be at the prevailing IRS rate as adopted by the Board of Trustees for all miles driven on behalf of the District.
- 10.9 **Meals**: The District reserves the right to consult with an employee prior to incurrence of costs, concerning cost limitations. Any employee in the bargaining unit, who as a result of work assignment must have meals away from the District, shall be reimbursed for the full cost of the meal up to the agreed limits of expense.
- 10.10 **Lodging**: Any employee in the bargaining unit who, as a result of work assignment, must be lodged away from home overnight, shall be reimbursed by the District for the full cost of such lodging up to the agreed limits of expense. Where possible, the District shall provide advance funds to the employee for such lodging. If advance funds are not available, or do not cover the full cost of required lodging, the District shall reimburse the employee for out-of-pocket lodging expenses as soon as possible, up to the agreed limits of expense.
- 10.11 **Longevity**: The District agrees to additionally compensate long service employees in accordance with Appendix B attached hereto.
- 10.11.1 Salary adjustments for longevity shall be made only at the beginning of a fiscal year. An employee who works at least forty percent (40%) of the total days required of a full-time employee in their first year of service shall be considered to have worked all that year for the purpose of calculating years of service for longevity.
- For the purposes of this computation, any month in which the employee is in paid status for at least one-half (1/2) of the working days in the month shall be considered a full month.
- 10.12 **Pro-Rated Salary**: Employee members of the bargaining unit employed for less than twelve (12) months may elect to have their salary pro-rated so as to receive twelve (12) checks. Each employee shall notify the District in writing if they want their salary pro-rated to receive twelve (12) equal checks no later than June 30 of each year. Once established, proration will continue until the employee, in writing, specifies differently. Upon election by the employee, the District shall withhold from each payment to such employee an amount as follows:
- 10.12.1 For an employee employed eleven (11) months of a year, an amount equal to eight (8) and one-third (1/3) percent thereof and the total amount to be paid not later than the tenth (10<sup>th</sup>) of September of the next succeeding year.
- 10.12.2 For an employee employed ten (10) months of a year, an amount equal to 16-2/3 percent thereof and the total amount deducted to be paid in two (2) equal monthly installments not later than the last working day of July and the last working day of August of the next succeeding year.
- 10.12.3 For an employee employed nine (9) months a year, an amount equal to twenty-five (25) percent thereof and the total amount deducted to be paid in three (3) equal monthly

installments not later than the last working day of July, August and September of the next succeeding year.

- 10.12.4 Once an employee has elected to be brought under the provisions of this section such election shall not be revocable until the commencement of the next ensuing fiscal year.
- 10.12.5 In the event an employee leaves the service of the District by death or otherwise before receiving such monies as may be due him/her, the amount due him/her shall be paid within thirty days of the last working day to him or any other person entitled thereto by law.
- 10.12.6 Salaries of persons in their first year of employment who work at least 40% of the total days required of a full-time employee shall be eligible to advance to the second step of their salary range at the beginning of the next succeeding fiscal year. Salary changes will occur only at the beginning of a fiscal year.

For the purpose of this computation, any month in which the employee is in a paid status for at least one-half the working days in the month shall be considered a full month.

- 10.12.7 Notwithstanding anything to the contrary in Section 10.12.1 through 10.12.3, any requested change in pay procedure which causes either additional expense to the District or additional financial accounting is subject to mutual agreement of the bargaining unit and the District. This section is effective on and after July 1, 1983.

10.13 **Bilingual and Bilingual/Biliterate Compensation:** The District agrees to compensate employees whose job descriptions do not require bilingual or biliterate skills but who are assigned to use those skills as follows:

- 10.13.1 An employee who is able to speak and comprehend speech in a second language in addition to English shall be considered bilingual. If a bilingual employee is assigned by the District to use these skills in the performance of his/her duties he/she shall receive additional compensation equal to a one (1) range increase in his/her wages.
- 10.13.2 An employee who is able to speak, read, write and comprehend speech in a second language in addition to English shall be considered bilingual/biliterate. If a bilingual/biliterate employee is assigned by the District to use these skills in the performance of his/her duties he/she shall receive additional compensation equal to a two (2) range increase in his/her wages.
- 10.13.3 In the event that the District determines to create a new position or fill a vacant position requiring bilingual and/or biliterate skills, the job posting for the position will indicate the skill(s) that will be required. Such compensation will end if the employee transfers, demotes, or promotes into a position not requiring either or both of these skills.
- 10.13.4 On occasion the District may have a temporary need for an employee to utilize bilingual and/or biliterate skills. Priority for these assignments will be given to employees on-site in classifications that require bilingual and/or biliterate skills or who were hired under the



provisions of this section. In situations where such an employee is not available, the compensation specified in the two sections above shall be applied to the rate of pay that the employee is receiving during the time period he/she performs such bilingual and/or biliterate duties. If the employee is off duty when the employee is assigned to perform bilingual and/or biliterate duties, the compensation will be applied to the employee's highest rate of pay. The compensation will be paid for all time worked performing bilingual and/or biliterate duties with a one-hour minimum.

10.14 **403(b)** (TA 24-25-01)

10.14.1 **Eligibility**: Beginning July 1, 2024, unit members who are regularly employed shall be eligible to participate in the District-sponsored 403(b) matching contribution plan pursuant to California Education Code 44041.5.

10.14.2 **Matching Contribution**: The District will match contributions as follows:

- 100% match of the first \$500 contributed by the unit member per school year (July-June)

10.14.3 Management of both the portfolios of individual investments and any District matching contributions shall be the sole responsibility of the individual participant in whose name the District contribution has been made. The employee will pay any investment fees. The District assumes no current or future liability for contributions made to these plans or investment losses that may occur within those portfolios due to investment decisions made by the eligible participant.

10.15 **Medi-Cal Stipends**: The following positions will receive stipends for their work in the Medi-Cal billing program (TA 24-25-01):

- Health Assistant: \$2,000 per year, pro-rated to FTE %
- Speech-Language Pathology Assistant (SLPA): \$1,000 per year, pro-rated to FTE %
- Accounting Analyst: \$4,000 per year, pro-rated to FTE %

These stipends are contingent upon the Medi-Cal billing program operating and providing revenue to support stipend payments. Stipends will only be paid to staff members actively participating in Medi-Cal billing services. Stipends will be paid on a twice (2) annual basis, with fifty percent (50%) payment in December and June of each year, following verification by the employee's supervisor of participation in the program.

[Note: For the 2024-25 school year, stipends will be made retroactive to July 1, 2024]

**ARTICLE 11**  
**EMPLOYEE EXPENSES AND MATERIALS**

11.1 **Uniforms**: The District shall pay the full cost of the purchase, lease, rental, and maintenance of uniforms, equipment, identification badges, emblems, and cards required by the District as condition of employment to be worn or used by bargaining unit employees.

11.2 **Tools:**

11.2.1 The District agrees to provide all tools, equipment and supplies possible within budget limitations, and reasonably necessary to bargaining unit employees for performance of employment duties.

11.2.2 Notwithstanding Section 11.2.1, if an employee in the bargaining unit, with the District Superintendent's approval, provides tools or equipment belonging to the employee for use in the course of employment, the District agrees to provide a safe place to store the tools and equipment and agrees to pay for any loss or damage or for replacement cost of the tools resulting from normal wear and tear.

11.3 **Replacing or Repairing Employee's Property:** The District shall fully compensate all bargaining unit employees for loss or damage to personal property (meaning property agreed to be essential to job) in the cause of employment. (Such loss not to be a result of fault or negligence of the employee.)

11.4 **Safety Equipment:** When the duties of an employee in the bargaining unit are agreed to require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.

11.4.1 The District will provide an annual voucher for approved safety shoes in the amount of up to \$150 per year for all Child Nutrition Services employees and \$200 per year for all MOT employees. (TA 22-23-04) (TA 24-25-01)

11.5 **Physical Examinations:** The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment, including but not limited to the provisions outlined in Education Code Section 12917 or its successor.

11.6 **Hold Harmless Clause:** The District shall insure (within regular liability limits) against the personal liability of each bargaining unit member for damages, injury to a person, or damage or loss of property caused by the negligent act or omission of the employee when acting within the scope of his/her employment.

**ARTICLE 12**  
**RIGHTS OF BARGAINING UNIT UPON**  
**CHANGE IN SCHOOL DISTRICT**

12.1 **Rights of Bargaining Unit:** Any division, uniting, unification, unionization, annexation, or merger or deunification, or change of District boundaries or organization shall not affect the rights of individual bargaining unit employees under this agreement, nor alter the exclusive representation standing of CSEA. The agreement shall be binding upon any new governing board resulting there from, which employs currently a part of the bargaining unit during the terms of this agreement.

**ARTICLE 13**  
**HEALTH AND WELFARE BENEFITS**

13.1 **Insurance Coverage:** The District shall contribute a maximum of \$12,500 per school year per qualified employee toward the premiums of the agreed-upon insurance plans. For employees hired by the district on or after July 1, 2024 (not existing employees hired into new positions), this benefit amount will be pro-rated as follows: (TA 15-16-01) (TA 18-19-03) (TA 20-21-01) (TA 21-22-01) (TA 22-23-02) (TA 23-24-01) (TA 23-24-02 (Revision 01))

- .5000 FTE - .7500 FTE will receive 75% of the district health benefit contribution
- .7501 FTE – 1.000 FTE will receive 100% of the district health benefit contribution

FTE percentage is calculated by dividing weekly hours by forty (40) (e.g., an employee who works thirty (30) hours per week is a .75 FTE). Any unused portion of the defined contribution will be issued to the employee as pay in lieu of benefits. The parties agree to jointly review alternative insurance providers and plans on an on-going basis in order to develop the most cost-effective programs.

13.1.1 *Article intentionally left blank.* (TA 21-22-02)

13.1.1.1 **Medical:** The four selected plans shall be chosen from the plans currently known as Plans 1-10 provided through the California Valued Trust for eligible employees and covered dependents. Each eligible unit member will select a plan based upon the three-tier rate structure.

Employees may change their choice of the above options during the September open enrollment period to become effective October 1. The parties may agree to other open enrollment periods, consistent with the rules and regulations of California Valued Trust.

13.1.1.2 **Dental:** This coverage will be provided through California Valued Trust with no maximum annual benefit limit for eligible employees and covered dependents.

13.1.1.3 **Vision:** The Vision Service Plan insurance known as Plan B/15 will be provided for eligible employees and covered dependents provided through the California Valued Trust.

It is agreed and understood that the Board of Trustees of the California Valued Trust may modify benefits and coverage, insurers, claims administration, eligibility requirements and premiums for the specified insurance plans without any meeting and negotiating between the parties pursuant to the Educational Employment Relations Act

13.1.2 At the age of 65, the District will only pay the cost of a coverage plan for health benefits coordinated with Medicare. The District will also pay the same coverage for the employee's spouse.

13.2 **Eligibility:**

13.2.1 All employees in the bargaining unit who work at least twenty hours per week shall be covered under the programs provided in Sections 13.1 and 13.2 of this article in accordance with those sections. Employees shall be enrolled in insurance programs on the first day of the month following employment that it is possible to accomplish said enrollment following fulfillment of the eligibility requirements.

13.2.2 Any employee who becomes eligible for coverage under this agreement shall be deemed to permanently meet the eligibility requirements and continue to receive paid coverage notwithstanding any subsequent reduction in the employee's hours. Exception shall be anyone that resigns or is terminated.

13.3 **Benefits Administration:** The parties agree to the creation of a joint labor-management committee to be known as the "Classified Benefits Committee", composed of District representatives and bargaining unit employees appointed by CSEA. This committee shall meet as needed to research and review proposed and existing programs to ensure that quality and cost effectiveness or criteria are maintained. The committee shall meet as needed with insurance providers to determine that benefits are being accorded by the various benefit programs.

13.4 **Continuation - Disability:** The District agrees to continue payments for all benefit programs provided for in Sections 13.1 of this article during the absence of any employee in the bargaining unit who is on paid disability leave for a period not to exceed thirty-nine (39) months.

13.5 **Benefit Plan Continuation:** Except as provided in 13.7, the District agrees to provide all active and retired employees in the bargaining unit payroll deduction for all the benefit programs available in the District and shall remit money received, along with regular District payments, to the benefit providers.

13.6 **State Disability Insurance Benefits:** Upon the proper vote by the classified employees of this school district, all classified employees will be eligible to participate in the State Disability Insurance Program. The cost of this program is to be paid by the employees themselves. Once eligible for State Disability Insurance benefits, the employee will be able to coordinate the benefits derived under the Disability Insurance Program with those provided through the sick leave provisions of this School District. Coordination of benefits is dependent upon the employee requesting State Disability Insurance benefits to run concurrent with District sick leave provisions.

13.7 **Health Benefits - Classified Personnel Retirees:**

13.7.1 **Eligibility:**

13.7.1.1 **Group A:** Employees hired prior to July 1, 1991 in a regular status position are eligible with fifteen (15) years of service upon reaching age fifty-five (55) through age sixty-five (65).

13.7.1.2 **Group B:** Employees hired on or after July 1, 1991 in a regular status position are eligible with fifteen (15) years of service upon reaching age fifty-eight (58) through

age sixty-five (65).

13.7.1.2.1 Employees eligible under 13.7.1.2 may select an "Early Out" option with a reduced benefit.

- Age 55 - 70% of the current district contribution at the date of retirement
- Age 56 - 80% of the current district contribution at the date of retirement
- Age 57 - 90% of the current district contribution at the date of retirement

13.7.1.3 **Group C**: Employees hired on or after July 1, 2001 are eligible for district paid retiree health benefits at age sixty (60) with twenty-five (25) years of district service or at age fifty-eight (58) with thirty (30) years of district service.

13.7.2 **District Contribution:**

13.7.2.1 Employees who meet the above requirements under Group A are eligible to receive maximum monthly District premium in the amount of the monthly District health (medical, vision and dental) insurance premium contribution provided actively employed unit members at the time of the eligible employee's retirement. This contribution may be applied to an available plan under the District's group insurance provider for active employees or other health (medical, vision and dental) insurance coverage if the retiree resides outside the area covered by the group provider.

13.7.3 This premium contribution shall continue during the lifetime of the eligible retiree until age sixty-five (65). In the event of the death of such retiree prior to the age of sixty-five (65), the surviving spouse shall be eligible to continue to receive the District premium contribution until reaching the age of sixty-five (65) or the date of retiree would have reached age sixty-five (65), whichever first occurs.

13.7.3 *Article intentionally left blank. (TA 21-22-02)*

13.7.5 **Continuation of Benefits:**

13.7.5.1 It is agreed and understood that this program will continue for all eligible unit members in Groups A and B unless this contract article is modified through the collective bargaining process.

13.7.5.2 Unit members in Group C are provided this benefit through June 30, 2004. It is agreed and understood that continued eligibility for unit members in Group C is subject to re-negotiation by the parties.

13.7.5.3 Retirees participating under the program as of June 30, 2004, are eligible to

continue to receive the above described coverage until completion of their eligibility.

13.7.5.4 It is also agreed and understood that negotiations on this program may be reopened in the event of Federal legislation which impacts this program.

13.7.6 **Other Retirees:**

For those not eligible for this program, the District shall continue to offer the group medical insurance plans to each retiring employee and his/her spouse. This shall be paid by the retiree. It is also agreed and understood that the District shall not be collection agency and the retirees who are on the District medical plan must conform to the District payment policies established by the District or coverage will be terminated.

This provision which includes spousal coverage is available for bargaining unit members who retire on or after January 1, 1984 and before June 30, 2004.

Any leave of absence without pay taken by an employee shall not constitute a break in service for purposes of this section, but the employee shall be required to "make-up" that time by engaging in actual active service to the district of the same length as the leave of absence without pay in order for the time to qualify as service time.

At the age of sixty-five (65), the employee shall be required to apply for Medicare and shall then be eligible for the benefits of Section 13.1.2.

A unit member who has been granted early retirement benefits by fulfilling the requirements of the sections above and who subsequently obtains employment outside the District with an employer that provides medical insurance, shall be required to terminate the medical insurance provided by the District under the above-mentioned conditions.

**ARTICLE 14**  
**HOLIDAYS**

14.1 **Scheduled Holidays:** The District agrees to provide all employees in the bargaining unit with the following holidays (TA 22-23-03):

Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Eve  
Thanksgiving Day  
Day following Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day

Martin Luther King Day  
Lincoln's Day  
Presidents' Day  
Spring Vacation Day  
Memorial Day  
Juneteenth

- 14.2 **Additional Holidays:** Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving or holiday or any declared holiday by the Governing Board under Education Code Sections 5202, 5202.1 or their successors shall be paid holidays for all employees in the bargaining unit.
- 14.3 **Holidays on Saturday or Sunday:**
- 14.3.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.
- 14.3.2 The operation of this section shall not cause any employee to lose any holiday clearly indicated in this article.
- 14.4 *Article intentionally left blank. (TA 22-23-01)*
- 14.5 **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.
- 14.5.1 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24 or December 26, as applicable, December 25, December 31 and January 1, shall be paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
- 14.6 **Annual Work Year:** The annual work year is based on 260 days. In the event the school year has an excess of 260 days, it (they) will be utilized by employees as floating non-duty day(s). The method for the utilization of the non-duty day(s) shall be as per Article 15.9, Vacation Schedules.

## **ARTICLE 15** **VACATION PLAN**

- 15.1 **Eligibility:** All employees in the bargaining unit shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis - July 1 through June 30.
- 15.2 **Paid Vacation:** All earned vacation leave shall be used no later than the end of the following fiscal year in which it was earned.
- 15.2.1 Any exception to contract article 15.2 must be by mutual agreement of the employee and the supervisor with the concurrence of the superintendent.



- 15.3 Effective June 30, 2025 vacation time (shown as days in the table) shall be earned and accumulated on a monthly basis in accordance with the following schedule (TA 24-25-01):

Years of Service	Days Earned		
	11 mo.	12 mo.	Per Month
1-5 years	11 days	12 days	1.0
6-10 years	16.5 days	18 days	1.5
11-15 years	19.25 days	21 days	1.75
16-20 years	22 days	24 days	2.0

- 15.3.1 Employees working fewer than five (5) days per week, but the same number of hours each day or those employees working a different number of hours each day, but who also work five (5) days a week shall earn vacation time proportionately based upon their regularly assigned hours divided by forty (40).
- 15.3.2 An employee in a paid status for less than one-half (1/2) the working days in a month shall accrue vacation credit on a pro-rated basis.
- 15.3.3 An employee who works at least forty percent (40%) of the total days required of a full-time employee in their first year of service shall be considered to have worked all that year for the purposes of calculating years of service in the above schedule.

Employees who work less than year-round will have their first ten (10) days of vacation automatically assigned as paid days during the winter and spring vacation periods. All earned vacation leave in excess of the first ten (10) days (i.e. "longevity vacation") is available for use during the work year, as supplemental pay in June at the close of the school year or as "carry over" per article 15.7.

- 15.4 **Vacation Pay:** Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 15.5 **Vacation Pay Upon Termination:** When an employee in the bargaining unit is terminated after six (6) months for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 15.6 **Vacation Postponement:** If a bargaining unit employee's vacation becomes due during a period when he/she is on a leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at the time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at the time, or may request to carry over his/her vacation to the following year.
- 15.6.1 If, for any reason, a bargaining unit employee is denied a scheduled vacation, he/she shall be compensated at the rate of 10% additional salary for all hours worked during the scheduled vacation period. In such a case, the employee shall suffer no reduction in paid vacation days due him/her.



- 15.6.2 If for any reason a bargaining unit employee is not permitted to take all or any part of his/her annual vacation, the amount not taken shall, by mutual agreement of the District and employee, be accumulated for use in the following year, or be compensated in cash.
- 15.7 **Vacation Carry-Over:** Except as provided for in Section 15.6.2, any employee in the bargaining unit who has been employed for more than one year may elect to carry over a maximum of one year of previously earned vacation leave. (TA 15-16-08)
- 15.7.1 Scheduling of said extended vacation shall be mutually agreed upon with the District and employee so as not to interrupt district operations.
- 15.7.2 **Employees who work less than 12 months per year:** Vacation leave balances in excess of one year's allotment will be paid off immediately after the close of the fiscal year, or June 30<sup>th</sup>.
- 15.7.3 **12-month employees:** Employees who work twelve (12) months per year will be allowed vacation pay off for five (5) days of excess vacation immediately after the close of the fiscal year, or June 30<sup>th</sup>.
- 15.8 **Holidays:** When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation pay for each holiday falling within the period. Such make-up day to be any week day as mutually agreed by the District and the employee.
- 15.9 **Vacation Scheduling:**
- 15.9.1 Vacations to be scheduled at times requested by bargaining unit employees so far as possible within the District's work requirements. Under normal circumstances said vacation shall be requested fifteen (15) working days in advance.
- 15.9.2 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest bargaining unit seniority shall be given his/her preference, except when an exceptional hardship would exist for the denied employee.
- 15.9.3 Except in cases mutually agreed to require exception, written vacation schedules shall be devised as a routine procedure by department supervisors and made available for approval by the District Superintendent no later than the ending date of school, applicable to the next succeeding fiscal year.
- 15.10 **Interruption of Vacation:** An employee in the bargaining unit shall be permitted to interrupt a vacation leave if illness or some other circumstances which warrants paid absences (examples: bereavement, personal necessity, jury duty) should occur. The employee's supervisor or the District Superintendent must be notified and pertinent information supplied as soon as possible, in the event of this type of interruption of paid vacation.

## **ARTICLE 16**

### **LEAVES**

- 16.1 **Bereavement Leave:** 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 up to five (5) days, with three (3) days being paid leave. The additional two (2) days are authorized as paid leave if travel out of California or two (2) hundred miles, or more, one-way is required on account of the death of any member of the immediate family (TA 24-25-01).

For the purposes of this section, the employee's immediate family is defined to include the employee's spouse/registered domestic partner and the following relatives of the employee and his/her spouse:

- Father, Mother, and/or Step-Parents
- Son, Daughter, Son-in-Law, Daughter-in-Law, Stepson, Stepdaughter
- Brother, Sister, Brother-in Law, Sister-in-Law, Step-Brother, Step-Sister
- Grandmother, Grandfather, Step-Grandparents
- Grandchildren, Step-Grandchildren
- Niece, Nephew, Niece-in-Law, Nephew-in-Law
- Aunt, Uncle, Aunt-in-Law, Uncle-in-law

Also, any person who is a member of the employee's household (whether related or not) is considered immediate family. (TA 15-16-05)

Members may designate one person per twelve (12) month period who is not listed above as an immediate family member upon the need to take a leave. (Language per AB 1041, Government Code 12945.2, and Labor Code Section 245.5) (TA 24-25-01)

- 16.2 **Jury Duty:** Members of the bargaining unit shall be granted paid leave for compulsory jury duty, with the condition that money receivable for such services be remitted to the District, and if not remitted to the District, shall be deducted from the employee's pay. Any payment such as mileage, meals, lodging, and parking will be retained by the employee. The members of the bargaining unit agree not to serve on a grand jury.
- 16.3 **Military Leave:** An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

16.4 **Sick Leave:**

16.4.1 Leave of absence for illness or injury: An employee employed five (5) days a week by a school district shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the district, with full pay for a full fiscal year of this article.

16.4.1.1 During any calendar year, unit members are entitled to use up to one-half (1/2) of their annual entitlement to Sick Leave described in Section 16.4 to attend to an

illness of a child, parent or spouse of the employee. For the 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.

- 16.4.2 An employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
- 16.4.3 An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 16.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 16.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credit 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 days or the proportionate amount to which he may be entitled, until the first day of the calendar month after completion of six months of active service with the District.
- 16.4.6 When a classified employee, a member of the bargaining unit, is absent from his duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill his position during his absence. The five (5) month period of differential pay provided by this section shall commence running on the eleventh (11<sup>th</sup>) day of absence during the year due to illness or accident.
- 16.4.7 Pregnancy shall be treated as an illness for the purpose of sick leave. The beginning and ending dates of maternity leaves will be determined by employee and her physician, with written verification when determined to be necessary by the board or its designated representative but no more frequently than once each four (4) weeks during the leave of absence.

Accumulated sick leave may be used (pre-natal or post-natal) with a doctor's verification that sickness was caused by pregnancy or childbirth or a condition plainly related to either occurrence. At the request of the employee, additional maternity leave may be granted for the school year, or a portion thereof, following childbirth. No compensation will be allowed for such leave other than especially authorized fringe benefits.

When returning to service, the employee's salary shall be that which she would receive had she not been absent from service to the District, provided that she has rendered service to the District for at least forty percent (40%) of the year in which she took the leave.

The employee must notify the District, in the event a leave has been taken, at least three weeks prior to return to duty. This section shall be construed as requiring the Governing Board of the school district to grant any kind of a leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused by or contributed to by pregnancy, miscarriage or childbirth be treated the same as leaves for illness, injury or disability.

16.4.8 If an employee does not take the full amount of sick leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

16.4.9 Any sick leave benefits earned but unused on the date of retirement, may be converted to retirement credit in accordance with Government Code Section 20862.6, or its successor, if the employee is filing a request for retirement.

16.4.10 When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is medically unable to assume the duties of his position, he shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, he shall be employed in a vacant position in the classification of his previous assignment over all available candidates except for a re-employment list established because of a lack of work or lack of funds, in which case he shall be listed in accordance with the appropriate seniority regulations.

16.4.10.1 During the thirty-nine (39) month period, the employee shall also be eligible to be so re-employed in other classifications in which they have completed the probationary period.

16.4.11 In the event of evidence of concerted action against the District or of abuse of sick leave or a concern by District management over an employee's health, on request of the Board or its representative, a member of the bargaining unit shall furnish his/her physician's written verification as proof of illness or as verification of the state of the employee's health.

The District may also require the bargaining unit member to be examined by a doctor selected by the employee from a panel of five doctors provided by the District. In the event the District requires an examination by a panel member, it shall be at District expense and the employee's physician may be in attendance at the examination. If the District's employee health plan will not cover the cost of the attendance of the employee's physician, the District will pay the cost.

16.5 **Industrial Accident and Illness Leave:** In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of this state, employees shall be entitled to the following benefits:

- 16.5.1 An employee, suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. The leave shall not be accumulative from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of a fiscal year in which injury or illness occurred. Industrial accident or illness leave will commence on first day of absence.
- 16.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under Worker's Compensation laws of this state, exceed the normal wage for the day.
- 16.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other eligible paid leave may be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave, which, when added to the Worker's Compensation award, provide for a day's pay at the regular rate of pay.
- 16.5.4 Entitlement to industrial accident or illness leave shall be granted after one (1) year of employment with the District.
- 16.5.5 Periods of leave of absence under this section, paid or unpaid, shall not be considered to be a break in service of the employee.
- 16.5.6 During all paid leave of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensatory time off or other available leaves as provided by law or action of the Governing Board, the District will deduct the amount of the compensation check paid to the employee from his salary warrant and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- 16.5.7 Any employee receiving benefits as a result of this section shall, during periods of illness or injury, remain within the state of California unless the Governing Board authorizes travel outside of the state.
- 16.5.8 Notwithstanding anything to the contrary, an employee may elect to receive only Workers' Compensation during the time he may be qualified, and thus incur no deduction in accumulated sick leave while receiving compensation.
- 16.5.9 Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.
- 16.5.10 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is medically unable to assume the duties of his position, he shall, if not placed in

another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, he shall be employed in a vacant position in the classification of his previous assignment over all other available candidates except for a re-employment list established because of a lack of work or lack of funds, in which case he shall be listed in accordance with the appropriate seniority regulations.

16.5.10.1 During the thirty-nine (39) month period, the employee shall also be eligible to be so reemployed in any other classifications in which they have completed the probationary period.

16.6 **Break In Service:** No absence under any paid leave provisions of this article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this agreement shall continue to accrue under such absence.

16.7 **Personal Necessity Leave**

16.7.1 **Definition:** For the purpose of this section, absence for reasons of personal necessity means absence caused by a circumstance which urgently and/or legally requires the employee's presence at a place other than the assigned place of duty. The circumstance must typically be unforeseen and beyond the control of the employee, and must involve an occurrence or situation of such type that the employee could not possibly be expected to accommodate for it outside of assigned working hours. Personal Necessity Leave shall be limited to seven (7) days non-accumulative, per year. Any such days shall be a reduction from the employee's accumulated sick leave.

For the purposes of this Article, "immediate family" is that which is defined in Article 16.1

16.7.2 **Limitations:** Personal Necessity Leave may be used under the following circumstances:

16.7.2.1 The death of a member of the immediate family.

16.7.2.2 Bereavement in the event of a death of a person other than the "immediate" family.

16.7.2.3 Accident involving a member's person or property or the person or property of a member of his/her immediate family.

16.7.2.4 His/her appearance in court as a litigant or a witness under official order.

16.7.2.5 Serious illness or injury of a member of his/her immediate family.

16.7.2.6 Circumstance or situation agreed by the Superintendent to be within the purview of the definition of personal necessity.

16.7.2.7 Unit members may use two (2) days of available Personal Necessity Leave for matters of compelling personal importance.

16.7.2.7.1 Such leave may be used for legitimate personal reasons that cannot be

taken care of outside of the work day.

16.7.2.7.2 Except in the case of an emergency, a maximum of three (3) unit members at any one school/department may use the leave during any day.

16.7.2.7.3 Such leave may not be used to extend a vacation, holiday, or for a concerted activity.

16.7.3 **Special Conditions:** Advance permission for Personal Necessity Leave shall be obtained in all cases, except the following:

16.7.3.1 Death or serious illness of a member of the employee's immediate family.

16.7.3.2 Accident involving the employee's person or property or the person or property of a member of his/her immediate family.

16.7.4 In every case, the employee shall notify the District as soon as possible.

16.7.4.1 Within twenty-four (24) hours, employees shall notify the District of the expected duration of their absence.

16.7.5 Proof or verification of personal necessity may be required by the supervisor at any time.

16.7.6 In the event the employee feels the reason for Personal Necessity Leave is personal and confidential, he/she may submit a request for such leave directly to the Superintendent.

16.8 **Leaves for Court Appearances:**

16.8.1 Members of the bargaining unit who are summoned to appear in court (other than as a litigant) or summoned to respond to an official order from duly constituted governmental authority, for reasons not arising from the member's own connivance or misconduct shall be granted paid leave of absence to the extent of the difference between the members regular rate of pay and the amount allowable as a witness fee. When the witness fee is allowable, it is the member's responsibility to collect same and remit it to the district up to the amount of the member's daily pay.

16.8.2 Salary for time spent in answering a federal subpoena outside of the state of California is subject to approval of the Board of Trustees.

16.9 **Parental Leave:** An employee shall be entitled to ten days of unpaid leave to care for his or her child after the birth of the child, or the adoption of the child.

16.10 **General Leaves:** 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.



- 16.11 **Association Leave:** In the event that the CSEA Chapter president is a twelve (12) month employee, and elects to attend CSEA's annual state conference, the employee shall be granted five (5) days paid release time. If substitute expense is incurred by the District, the Chapter agrees to reimburse the District for this expense.
- 16.12 **Catastrophic Leave:**
- 16.12.1 Employees who have exhausted all fully paid leaves may use donated sick leave or vacation leave under the following provisions.
    - 16.12.1.1 Donated sick leave (DSL) shall begin no sooner than the eleventh (11<sup>th</sup>) work day of absence in the school year, and only after all other personal accumulated sick leave and other fully paid time-off has been exhausted.
    - 16.12.1.2 Maximum leave is not to exceed twelve (12) consecutive calendar months, or the maximum number of days donated pursuant to this section, whichever is less.
  - 16.12.2 To request donated sick leave, the unit member or his/her designee will submit a request in writing, on forms provided by and approved by the District, to the Association President stating the facts which require a need for donated leave.
  - 16.12.3 To qualify for such sick 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 immediate family which 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 of his/her sick leave and other paid time off.
  - 16.12.4 For the purposes of this donated sick leave provision, a member of the employee's family will be limited to spouse, children, mother, father, brother, sister, or an individual over which the employee has legal guardianship. Also, any person who is a member of the employee's household (whether related or not) is considered immediate family.
  - 16.12.5 As soon as practical, a DSL committee composed of three (3) association members and the Superintendent or his/her designee, will meet and determine whether or not the unit member's request shall be approved. After a request is initially approved, the DSL committee may reconvene to renew any change in the specific circumstances of the leave. The committee will, on an as-needed basis, review the usage of such leave periodically.
  - 16.12.6 If the request is denied, the Association President will notify the unit member or his/her designee.
  - 16.12.7 If the request is approved, the Association will submit the required forms to the District. The Association President will give public notice that a certain number of days are needed for a fellow member and details sufficiently describing the situation for donors to decide

to donate or to not donate.

- 16.12.8 In the event an employee exhausts his/her authorized number of donated sick leave days from the DSL bank, the employee or his/her designee may request additional DSL pursuant to this section, but not to exceed twelve (12) consecutive months.
- 16.12.9 Donations of sick leave may be made under the following provisions:
  - 16.12.9.1 The maximum amount a member may offer shall be ten (10) days. Donors may offer an additional ten (10) days for each request but must maintain fifteen (15) days for their own needs.
  - 16.12.9.2 Any member with less than fifteen (15) days accumulated sick leave may submit a request to the Association President, in writing, to offer a specified number of days stating the reasons why such an exception should be made.
  - 16.12.9.3 Donor shall remain anonymous.
- 16.12.10 A notification of approval, or detail, of such a request will be provided to the unit members, in writing, after the DSL committee has met and reached a decision.
- 16.12.11 In the event that days of offered sick leave are not utilized, the excess day shall remain with the donors. The method of processing shall be determined by mutual agreement between the District and the Association.
- 16.12.12 The Association 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 offered sick leave needed by another unit member pursuant to this provision. The Association 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 provision.
- 16.12.13 The Association agrees to indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision. In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District will provide the Association with thirty (30) days written notice of termination of the provision.

## **ARTICLE 17**

### **LEAVE OF ABSENCE FOR RETRAINING AND STUDY**

#### **17.1 Retraining and Study Leave:**

- 17.1.1 A leave of absence for study/retraining may be granted to any member of the bargaining unit.
- 17.1.2 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.

17.1.3 Any absence granted for retraining or study shall not be deemed a break in service for any purpose, nor shall an employee ordinarily earn vacation pay, sick leave, holiday pay, or other benefits provided under this agreement (except as noted in paragraph 17.1.5).

17.1.4 A leave for study/retraining may be granted with pay or without pay.

17.1.5 An employee on leave of absence for study or retraining may or may not be granted district-paid fringe benefits. If benefits are not paid, the employee may retain membership in the district program at the employee's own expense.

## **ARTICLE 18**

### **EMPLOYMENT CATEGORIES**

#### **18.1 Short-Term Employees:**

18.1.1 The District shall notify CSEA's Chapter President of any proposed hiring and the probable duration of the employment. Upon written request by CSEA's Chapter President to the Superintendent, he/she shall be notified of any change in employment status, nature of the project, or duration of the project affecting such employee.

18.1.2 If a short-term position, as defined in Education Code Section 45103, is utilized for more than seventy-five percent (75%) of a school year, the position shall become a bargaining unit position pursuant to Ed. Code Section 45103.

#### **18.2 Restricted Employees:** As set forth in Education Code Sections 45105, 45105.1 and 45108, or as otherwise provided by law, a restricted employee shall become a regular employee after completing six months service and fulfilling any requirements imposed on other persons serving in the same classification as regular employees. The District shall provide restricted employees with an opportunity to meet any requirements imposed on other persons serving in the same classification as regular employees.

On becoming a regular employee, the restricted employee shall be considered a regular employee as of the initial date of employment for the purpose of all benefits of employment except bargaining unit seniority.

The above is intended to be a restatement of the above-cited provisions.

#### **18.3 Student Employees:** Full-time students employed part-time, and part-time students employed part-time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of the

Education Code and which is financed by state or federal funds, shall not be a part of the classified service. Employment of either full-time or part-time students in any college work-study program or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services.

- 18.4 **Summer School Employees:** For the purposes of this section every bargaining unit member shall be deemed to be employed for twelve (12) months during each school year regardless of the number of months in which he is normally in paid status. If the District, in any school year, has work at times other than during the regular September-June academic year, it shall assign for service during such times regular classified employees of the District. When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year in June to the beginning of the next academic year in September, shall be required to perform services during such period. A classified employee shall, for services performed as herein provided, receive, on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year. Assignment shall be on a seniority basis.

18.4.1 Before the end of each fiscal year, a questionnaire will be sent to each unit member, to indicate their desire to be considered for summer or inner session employment. Such positions would be offered on the basis of seniority, availability, and qualifications.

- 18.5 **Distribution of Job Information:** 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 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.

## **ARTICLE 19**

### **JOB VACANCIES, TRANSFER, AND PROMOTIONS**

- 19.1 Notice of all job vacancies, including transfers, and promotions, shall be posted on bulletin boards in prominent locations at each district job site, and the district office and emailed to all classified employees. (TA 21-22-02)
- 19.2 Except by mutual agreement between the District and the Association the vacancy notice shall remain posted for a period of not less than six (6) working days, during which time employees may file for the vacancy. Exceptions may include the use of a District approved hiring pool and/or the use of application waivers. In addition, the District shall inform the President of Thermalito Chapter #182 and the Job Steward of all vacancies and the date(s) the position(s) are posted and/or waivers sent out. It shall be their responsibility to notify employees on leaves without expense to the District.
- 19.2.1 To effect same classification transfers in the most timely manner, the District and CSEA mutually agree to the use of signed waivers to determine employees' interest in an available position. In the event there is no interest in an available position, the parties agree to the use

of a hiring pool established for that classification.

Signing a waiver for a specific position shall in no way affect future transfer opportunities for any employee.

19.2.2 **Hiring Pools**: Candidates for classified employment in the District shall consist of those applicants who have successfully passed all tests and interviews necessary to the classification, and have been recommended for future employment by the Board of Trustees. Hiring pool candidates shall be considered for a period of not longer than three (3) calendar months. At the end of three (3) calendar months, the hiring pool shall be disbanded, and only re-established by the usual, open hiring procedure.

19.3 **Notice 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 shift times, the number of hours per day, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

19.4 **Filing**: Any bargaining unit employee may file for the vacancy by submitting written or email notice, which may include a written resume of qualifications, to the district office within the filing period. Any employee on leave or vacation may authorize his/her Union Representative to file on the employee's behalf. (TA 21-22-02)

19.5 **First Consideration**: When all other important considerations, such as training, qualifications, and experience are discernibly equal, members of the bargaining unit shall be given preference in filling any job vacancy.

19.6 **Same Classification Transfers**: When a new position is created, or an existing position becomes vacant, the District shall first offer a transfer opportunity to bargaining unit employees serving in the same classification. If a regular employee, within the same classification, who is currently performing in a satisfactory manner, applies in writing to the District office during the filing period for the vacancy, he/she shall be transferred. If two or more employees so apply for the transfer, and in the opinion of administrators all other job related conditions, such as but not limited to specific job requirements are equal, the District shall transfer the most senior person. Any employee so transferred shall serve a "transfer probationary" period of six (6) months, and during that six months period his/her site administrator or other management supervisor may reverse the transfer and require the employee to return to his/her last assignment without any right of appeal.

19.6.1 In the event that a probationary employee receives a transfer, and should the "transfer probation" expire before the initial employment probation, the initial employment probation shall not be affected. When the "transfer probation" extends beyond the initial employment probation, the "transfer probation" shall not be affected.

19.7 **Cross Classification/Job Family Transfer**: Applications for cross classification/job family transfers shall be considered in the same manner as an application from one not employed by the District and such applicant shall be subject to outside screening and testing procedures of all outside applicants. If the employee is rated overall, in the judgment of the District, equal to or higher than

outside applicants, the employee shall be given first consideration for the vacancy. If more than one employee applies and more than one is rated by the District equal to or higher than outside, when in the opinion of administrators all other conditions are equal, seniority shall break any tie between employees so qualified.

- 19.8 **Medical Transfer:** The District shall give alternate work when the same is available to an employee who has become unable to satisfactorily perform his/her regular job duties, consistent with the Americans with Disabilities Act.
- 19.9 **Involuntary Transfers:** In the event that a position cannot be, or is not filled by means of a voluntary transfer, the District reserves the right to transfer an employee from one assignment and/or work site to another assignment and/or work site based on the educational needs and effective operation of the District.

Individuals so transferred shall be provided a written statement as to the reason for the transfer upon request by the employee. The administration, however, reserves the right to transfer any employee to another assignment and/or work site wherever the effective educational needs of the District indicate the transfer is necessary. Involuntary transfers are not designed to result in demotion nor to be used as discipline unless the disciplinary procedure is used. Wherever possible, the District will choose the least senior person for an involuntary transfer, provided that the needs of the District are satisfied.

After working in a new assignment for twenty (20) working days, the employee may request to return to his/her previous work assignment and/or work site. The decision by the Superintendent in response to this request may be appealed to the school board if the employee feels that the decision is arbitrary, punitive, or unfair for any other reason. However, the decision of the Board is final, and pending the final action of the Board, the employee will remain in the assignment specified by the District Superintendent.

- 19.10 After working in an assignment for twenty (20) working days, but no more than sixty (60) working days, an employee may request to return to his/her previous work assignment and/or work site. The decision by the Superintendent in response to this request may be appealed to the school board if the employee feels that the decision is arbitrary, punitive, or unfair for any other reason. However, the decision of the Board is final, and pending the final action of the Board, the employee will remain in the assignment specified by the District Superintendent.
- 19.11 (TA 21-22-02)  
**Service in Two Classifications:** The following shall apply to a unit member who is employed, or seeking to be employed by the District in two separate classifications. This section shall not be construed as giving the District unilateral right to reduce assigned work hours of any unit position:

19.11.1 "Primary position" is defined as the position in the classification held by the employee at the time of application for additional position in a different classification. In the event the assigned hours of a position within the same classification equals or exceeds twenty (20) hours per week, that position shall be designated as primary, and thus become benefited.

19.11.2 An employee whose primary position alone does not qualify him/her for insurance benefits



pursuant to Article 13.2 shall not acquire benefits under that article by virtue of the second position. However, employees shall receive credit for sick leave, vacation, holidays, and other statutory benefits, based on the total hours of employment in both classifications.

- 19.11.3 If the primary position and the additional position are assigned to different work sites, the employee shall not be paid travel time or mileage.
  - 19.11.4 In no event shall the additional position interfere with the performance of the primary position, nor shall the assigned hours of the two positions combined exceed eight (8) hours, unless authorized pursuant to Article 9.8.
  - 19.11.5 In the event an employee holds positions in two separate classifications, per this article, totaling at least twenty (20) hours per week, over a two (2) consecutive year period, the employee shall become benefited.
- 19.12 **Substitute Service in a Supervisory Position**: Unit members may be selected to work in non-bargaining unit supervisory positions in either a short-term (twenty (20) consecutive days or less) substitute or long-term (over twenty (20) days) substitute capacity. When working in a short-term assignment the employee will be paid a five percent (5%) differential over his/her regular hourly rate or step one on the appropriate management salary schedule, or the step that provides at least five percent (5%) increase, whichever is greater. When working in a long-term capacity the employee will be paid a ten percent (10%) differential over his/her regular hourly rate, step two (2) on the appropriate management salary schedule, or the step that provides at least a ten percent (10%) increase, whichever is greater. The selection process is solely management's responsibility. (TA 21-22-02)

## **ARTICLE 20**

### **CLASSIFICATION, RECLASSIFICATION**

### **AND ABOLITION OF POSITIONS**

- 20.1 **Placement in Classification**: Every bargaining unit position shall be placed in a classification.
- 20.2 **Classification and Reclassification Requirement**: Either party may propose a creation of a new classification, updating of an existing classification or reclassification at any time during the life of this agreement for any position.
- 20.3 **Salary Placement of Reclassified Positions**: When a position or classification is reclassified, the position or positions shall be placed on the salary schedule by action of the Governing Board in a range which will result in at least a one (1) range increase above the salary of the existing position or positions.
- 20.4 **Incumbent Rights**: When all positions in a classification are reclassified, the incumbents in the positions shall, if qualified, be entitled to serve in the new positions.
- 20.5 **Downward Adjustment**: Any downward adjustment of any position or classification shall be considered a demotion and shall take place only as a result of following the layoff or disciplinary



proceedings of this agreement. However, if a position is vacant, the District may unilaterally downgrade or reclassify the position. Salary placement and the effects of that action shall be subject to negotiations upon request of the Association.

- 20.6 **Abolition of a Position or Classification:** If the District proposes to abolish a position or classification, it shall notify CSEA in writing and the parties shall meet and negotiate regarding the effects of such action. In no event shall board action occur until interested parties have the opportunity to be heard at a meeting subsequent to that at which the topic has been introduced.

## **ARTICLE 21**

### **LAYOFF AND REEMPLOYMENT**

- 21.1 **Reasons for Layoff:** Layoffs shall occur only for lack of work or lack of funds.
- 21.2 **Notice of Layoff:** No later than March 15, and before, a classified employee is given notice by the governing board of a school district that the employee's services will not be required for the ensuing year due to lack of work or lack funds. The governing board of the school district and the employee shall be given written notice by the Superintendent of the school district or the Superintendent's designee that it has been recommended that the notice be given to the employee, stating the reasons that the employee's services will not be required for the ensuing year, and informing the employee of the employee's displacement rights, if any, and reemployment rights.

When classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights. (TA 22-23-03)

- 21.2.1 Upon request, the District and CSEA shall meet and negotiate regarding the effects of the layoff. However, any such negotiations shall not delay the effective date of layoff.

- 21.3 *Article intentionally left blank.* (TA 22-23-03)

- 21.4 **Order of Layoff:** The order of layoff shall be based on seniority consistent with Article 4.4, beginning with the least senior employee within the effected classification. (TA 16-17-01)

- 21.5 **Bumping Rights:** (TA 16-17-01)

- 21.5.1 **Bumping Within Current Classification:** Any Employee whose position is eliminated shall be allowed to exercise bumping rights within his/her current classification provide he/she is not the least senior employee. If the employee is not the least senior employee, he/she shall have the choice to bump into any vacant position which provides the same number of hours per day and days per year or into the same position of the least senior employee in that classification which as the same number of hours per day and days per year. If the least senior employee is bumped, he/she may then exercise his/her right to bump any employee with less seniority than him/her or into a vacant position. This process shall continue until the least senior employee is laid off or exercises bumping rights into another

classification in which he/she previously served as outlined in Section 21.5.2 below.

21.5.2 **Bumping Into Other Classifications In Which The Employee Has Seniority:** An employee who has been laid off from his/her position in one classification may bump into any classification in which he/she has seniority provided that there is at least one less senior employee or vacancy in that classification. The order of which classification he/she shall be able to bump into shall be at the discretion of the employee exercising bumping rights into another classification, and shall normally be higher classifications, equal classifications, then lower classifications. The employee shall have the choice to bump into any vacant position in the chosen classification or into the position in which the incumbent employee has the least seniority and which has the same number of hours per day and days per year. This process shall continue until the least senior employee exercises bumping rights into another classification in which he/she has served subject to the provisions outlined herein or is laid off.

21.5.3 **Bumping to Maintain Hours:** An employee may bump into a position as outlined above that has greater hours per day and/or greater days per year only in the event that it is necessary to ensure he/she is not laid off. In no event will a position be split or have the hours modified in order that a more senior employee with bumping rights is able to maintain his/her hours per day or days per year. However, an employee may bump into multiple positions, even if in multiple classifications, in order to maintain his/her hours per day or days per year.

21.6 **Layoff in Lieu of Bumping:** An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this agreement.

21.7 **Equal Seniority:** If two or more employees subject to layoff have equal classification seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, the best qualified in the opinion of the administrative staff, on the basis of a pertinent test administration, oral interviews, and previous experience. In the event tests have been lost or destroyed without record, the determination shall be made by the toss of a coin.

21.8 **Reemployment Rights:** Laid off persons are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment, defined or undefined in this agreement.

In addition, they shall have the right to apply for promotional positions within the filing period specified in the Promotion Article of this agreement and use their bargaining unit seniority therein for a period of thirty-nine (39) months following layoff. An employee on a reemployment list shall be notified of promotional opportunities.

21.9 **Voluntary Demotion or Voluntary Reduction in Hours:** Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former classification or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

21.10 **In Lieu of Layoff: Retirement:**

- 21.10.1 Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten workdays prior to the effective date of the proposed layoff complete and submit a form provided by the district for this purpose.
- 21.10.2 The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with Section 21.8 of the Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Section.
- 21.10.3 The District agrees that when an offer of reemployment is made to an eligible person retired under this article, and the district receives within ten working days a written acceptance to the offer, the position shall not be filled by any other person, except a substitute, and the retired person shall be allowed sufficient time to terminate his/her retired status (Education Code Sec. 45115).
- 21.10.4 An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off, shall be deemed to be permanently retired.
- 21.10.5 Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this Section.

21.11 **Seniority Roster:** The District shall maintain an updated seniority roster indicating each employee's hire date seniority by classification. In addition to the requirements of Section 6.1.5, such rosters shall be available to CSEA at any time upon request.

21.12 **Notification of Reemployment Opening:** Any employee who is laid off and eligible for reemployment pursuant to Section 21.8, above, shall be notified in writing by the District of each posted vacancy regardless of the classification of the position. If the position is in the classification from which the employee was laid off, the employee, based upon relative seniority among those eligible employees on the reemployment list, shall be reemployed.

21.13 **Employee Notification to District:** An employee shall notify the District of his or her intent to accept or refuse reemployment within five working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within fifteen working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notifies the District of refusal of reemployment and their wish to remain on the reemployment list within five working days from the receipt of the reemployment notice. Failure to notify the District by the employee of his/her wish to remain on the reemployment list will result in her/her removal from the reemployment list. The District shall provide notice to the Chapter President when an employee is removed from the reemployment list.

21.14 **Reemployment in Highest Classification:** Employees shall be reemployed in the highest rated job

classification available in accordance with their classification seniority. Employees who accept a position lower than their highest former classification shall retain their original thirty-nine (39) months right to the higher paid position.

- 21.15 **Improper Layoff**: Any employee who is improperly laid off pursuant to the provisions of Education Code Section 45308 shall be reemployed immediately upon discovery of the error, and shall be reimbursed for all loss of salary and benefits.

## **ARTICLE 22**

### **DISCIPLINARY ACTION**

- 22.1 **Exclusive Procedure**: Discipline shall be imposed upon bargaining unit employees only pursuant to this Article.

- 22.2 **Termination of Probationary Employment**: At any time prior to the expiration of the probationary period, the Board of Trustees may, in its discretion, dismiss a probationary employee from the employ of the district. A probationary employee shall not be entitled to a hearing.

22.2.1 A permanent bargaining unit employee who is serving a probationary period in a promotion position, and does not pass probation in that new position, shall be reinstated in his/her former position, unless there is cause for dismissal from District employment subject to the due process provisions of this article.

- 22.3 **Involuntary Suspension, Demotion, Reduction of Pay Step in Classification, or Dismissal of Permanent Classified Employees**:

22.3.1 Permanent classified employees shall be subject to suspension, involuntary demotion, dismissal or similar disciplinary action only for cause as prescribed section 22.3.2. The Board of Trustees' determination of the sufficiency of the cause for disciplinary action shall be conclusive. Employees obviously retain the right to appeal board action to the appropriate court.

- 22.3.2 **Causes**: In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy of this district, each of the following constitutes cause for disciplinary action against a permanent classified employee.

22.3.2.1 Falsifying any information supplied to the school district, including but not limited to, information supplied on application forms, employment records, or any other school district records.

22.3.2.2 Incompetency or inefficiency.

22.3.2.3 Inexcusable neglect of duty.

22.3.2.4 Insubordination.

- 22.3.2.5 Dishonesty.
- 22.3.2.6 Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
- 22.3.2.7 Possessing or being under the influence of alcohol or an unlawful controlled substance at work, or furnishing alcohol or an unlawful controlled substance to a minor. Possessing or being under the influence of alcohol or an unlawful controlled substance while not on duty may be cause for discipline if the conduct adversely affects the district or the employee's ability to perform the duties or responsibilities of his/her job.
- 22.3.2.8 Conviction of a felony, conviction of any sex offense made relevant by provisions of the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- 22.3.2.9 Absence without leave.
- 22.3.2.10 Violation of district, board, or departmental rule, policy or procedure.
- 22.3.2.11 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's job description or otherwise necessary for the employee to perform the duties of the position.
- 22.3.2.12 Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment.
- 22.3.2.13 Discourteous treatment of public, pupils, or other employees.
- 22.3.2.14 Willful disobedience.
- 22.3.2.15 Excessive absence which adversely affects the employee's ability to perform the duties or responsibilities of his/her position.
- 22.3.2.16 Misuse of district property.

## 22.4 **Disciplinary Procedure:**

- 22.4.1 Discipline shall be imposed on permanent employees of the bargaining unit only for just cause. Disciplinary action is defined as, but not limited to, any action which deprives any employee in the bargaining unit of any classification in which the employee has permanence, and includes dismissal, reassignment, demotion, or suspension.

- 22.4.1.1 Dismissal: The District Superintendent may recommend dismissal for reasons listed under Section 22.3.2.
  - 22.4.1.2 Reassignment: Reassignment may involve transfer to another school, a change in working hours, or a modification of duties and responsibilities.
  - 22.4.1.3 Demotion: An employee may be demoted for disciplinary reasons as outlined in this section. The demotion must be approved by the District Superintendent.
  - 22.4.1.4 Suspension: A suspension must be authorized by the District Superintendent. Said suspension shall not be in excess of 30 days in one calendar year, and shall be without pay.
- 22.4.2 Except in those situations where an immediate suspension is justified under the provisions of this agreement, an employee whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the supervisor. Such warning shall state the reasons underlying any intention the supervisor may have of recommending any disciplinary action and a copy of the warning shall be sent to the CSEA Chapter President. The Supervisor shall give a reasonable period of advanced warning to permit the employee to correct the deficiency without incurring disciplinary action. An employee who has received such a warning shall have the option of requesting a lateral transfer under the provisions of this agreement.
- 22.4.3 Discipline less than discharge will be undertaken for corrective purposes only.
- 22.4.4 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 the filing the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- 22.4.5 Administrative Review/Skelly Conference: Whenever a recommendation for discipline is made a notice shall be sent to the employee containing all the information required by Section 22.4.6. The employee or his/her CSEA representative shall have five (5) working days to contact the Superintendent or designee to request an administrative review of the recommendation for discipline. The employee shall have the right to CSEA representation at the administrative review and may respond to the charges and allegations contained in the recommendation for discipline orally or in writing. Within fifteen (15) days of the administrative review, the Superintendent or designee shall decide in writing whether to seek imposition of the recommended disciplinary action, reduce the disciplinary action, or dismiss the disciplinary action. This written decision shall immediately be provided to the employee and his/her CSEA representative.
- 22.4.6 If after the administrative review the district seeks the imposition of any disciplinary punishment, notice of such discipline shall be made in writing and served in person or by



registered or certified mail upon the employee. The notice shall include:

22.4.6.1 The specific charges and allegations against the employee, which shall include times, dates, and location of chargeable actions.

22.4.6.2 The penalty proposed.

22.4.6.3 A description of the employee's right to an appeal hearing with the Board of Education, the deadline for filing the employee's appeal, and the District office administrator who must receive the written notice of appeal before the deadline expires.

22.4.6.4 A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges

22.4.7 An employee may be placed on a paid administrative leave or relieved of duties with loss of pay at the option of the District pending his/her appeal of the Skelly conference decision.

## 22.5 **Rights of Appeal:**

22.5.1 The employee may, within five working days after receiving the recommendation of disciplinary action described in Section 23.4.1 above, appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the District Superintendent during normal work hours of that office. A notice of appeal may be mailed to the office of the District Superintendent, but must be received or postmarked no later than the time limit stated herein.

22.5.2 If the employee against whom a recommendation of disciplinary action has been filed fails to file a notice of appeal within the time specified in these rules, the employee shall be deemed to have waived his/her right to appeal, and the Board of Trustees may order the recommended personnel action into effect immediately.

## 22.6 **Hearing Procedures:**

22.6.1 The hearing shall be held at the earliest available date, taking into consideration the established schedules of the Board of Trustees or hearing officer and the availability of counsel, union representative and witnesses. The employee shall be entitled to appear personally, produce evidence, and have counsel or a union representative and a public hearing. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing at Section 11500 of the Governing Code shall not be applicable to any such hearing before the Board of Trustees or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.



- 22.6.2 All hearings shall be heard by the Board of Trustees except in those cases where the Board votes to have it heard by a hearing officer provided by the Office of Administrative Hearings by the State of California or an experienced attorney or arbitrator. The employee may request that the case be heard by a hearing officer, but the Board of Trustees determines who should hold the hearing. In any case in which the Board hears the appeal, the Board may utilize the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. However, such counsel or hearing officer shall be a different individual than the one presenting the district's case to the Board. If the appeal is heard by the Board, it shall affirm, modify or revoke the recommendation of personnel action involving dismissal.
- 22.6.3 If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in such form that it may be adopted by the Board of Trustees as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party upon receipt by the Board. The Board may:
- 22.6.3.1 Adopt the proposed decision in its entirety;
  - 22.6.3.2 Reduce the personnel action set for therein and adopt the balance of the proposed decision;
  - 22.6.3.3 Reject a proposed reduction in penalty, approve the penalty sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision;  
or
  - 22.6.3.4 Reject the proposed decision in its entirety.
- 22.6.4 If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision as provided in subdivision 23.6.3 above upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of such proposed decision shall be furnished to each party promptly upon receipt by the Board.
- 22.6.5 In arriving at a decision or a proposed decision on the propriety of the proposed penalty, the Board of Trustees or the hearing officer may consider the records of any prior action proceedings against the employee in which a personnel action was ultimately sustained and any records contained in the employee's personnel files if such records were introduced into evidence at the hearing.
- 22.6.6 The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may be stated in the language of the pleading or by reference thereto.

22.7 **Hearing Decision:** The decision of the Board of Trustees shall be certified to the complainant from whose recommendation to the appeal is taken and shall forthwith be enforced and followed by him/her. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board of Trustees shall be final.

22.8 **Emergency Suspension:**

22.8.1 CSEA and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the District determines that the employee's presence poses a danger to the lives, safety, or health of students or fellow employees, or to District property, the district may immediately suspend the employee for three (3) days.

22.8.2 Within three (3) days, the District shall serve notice and the statement of facts upon the employee, who shall be entitled to respond to the factual contentions supporting the emergency at Step 4 of the grievance procedure. The grievance may be settled at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted a reasonable opportunity to have his/her job representative review the proposed settlement before approving the settlement in writing. In the event that a final decision on the employee's appeal imposes a lesser penalty than the recommended discipline or a suspension of a shorter duration than the emergency suspension, the employee shall be made whole for the difference of any loss of wages and/or benefits.

**ARTICLE 23**  
**GRIEVANCE PROCEDURE**

23.1 **Definitions:**

23.1.1 A "grievance" is an allegation by a grievant that there has been a misinterpretation, misapplication, or violation of a specific provision of the Agreement.

23.1.2 A "grievant" is a bargaining unit member or the Association.

23.1.3 A "day" is any in which the District administrative office is open for business.

23.2 **Informal Level:** Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or when the grievant should have reasonably known of the occurrence of the act or omission, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.

23.3 **Formal Level:**

23.3.1 **Level 1:** Within ten (10) days after the informal conference, if there is no satisfactory settlement of the grievance, the grievant must present the grievance in writing to the immediate supervisor on the District Grievance Form.

The immediate supervisor shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference.

- 23.3.2 **Level II:** Within ten (10) days after the decision at Level I, the grievant may file a written appeal with the Superintendent or designee. The appeal shall include a copy of the Level I decision.

The Superintendent or designee shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance. If the Superintendent or designee fails to respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference.

- 23.3.3 **Level III Mediation:** In the event the grievance is not adjusted at Level II, the Association may submit a written request to the Superintendent or designee for mediation.

The District and the Association shall jointly submit a request for the services of a mediator from the California State Mediation and Conciliation Service.

During the pendency of mediation, the timelines for further processing of the grievance shall be stayed.

- 23.3.4 **Level IV Binding Arbitration:** In the event the grievance is not adjusted at Level III, the Association may submit a written request to the Superintendent or designee for arbitration.

The District and the Association 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 from the list shall be made by the alternate striking method. The first strike shall be determined by a toss of a coin.

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.

After the hearing and after both parties have been given an opportunity to make written arguments, the arbitrator shall submit findings and award to both parties.

The arbitrator shall have no power to add to, subtract from, 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 the first of the fiscal year in which the grievance was filed.

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.

The findings and decision of the arbitrator shall be final and binding on all parties subject to established right of judicial review.

#### 23.4 **Miscellaneous Provision**

- 23.4.1 A grievant shall be entitled to representation at each step of the grievance procedure by a person designated by the Association.
- 23.4.2 All documents resulting from a grievance shall be filed in a separate grievance file and shall not be kept in an employee's personnel file.
- 23.4.3 Timeline in this procedure may be extended by written mutual agreement between the parties.
- 23.4.4 A decision rendered at any step in these procedures becomes final unless appealed within the time limits specified.
- 23.4.5 Any employee may present grievances in accordance with the Article without intervention of the Association, 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 the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 23.4.6 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 complainants may process the grievance or complaint through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievant. This provision may be waived by all parties concerned.
- 23.4.7 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 made public without the written agreement of all parties.
- 23.4.8 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.

**ARTICLE 24**  
**TRANSPORTATION AND VEHICLE USE**

**24.1 Assignments of Daily Bus/Van Routes:** (TA 22-23-04)

- 24.1.1 Daily routes shall be assigned to bus/van drivers on the first day of school on the basis of seniority. For the purposes of Article 24, two separate seniority lists will be maintained: one list will include the positions of Bus Driver and Bus Driver/Utility, and the other list will include the position of Van Driver. If, within thirty (30) days after the first day of school, the daily routes are revised in such a way that would result in additional time on certain routes, the daily routes shall again be offered to the bus/van drivers on the basis of seniority on these two lists.
- 24.1.2 The route with the highest number of hours shall be assigned to the bus/van driver with the greatest seniority on the applicable list. Except as otherwise provided in this Article, this principle shall be followed on all assignments and routes in descending order of seniority on the applicable list.
- 24.1.3 A bus/van driver may decline a specific assignment made under this Section. Except in unusual emergency situations as defined by the supervisor, when the driver with appropriate seniority declines an assignment which otherwise would have been his/hers, the bus/van driver with the next greatest seniority shall be given the assignment. The declining bus/van driver shall have the right to the next available assignment but shall be able to exercise the option only once after declining the initial assignment.
- 24.1.4 If a driver declines both the initial assignment and the option, he/she shall be assigned at the discretion of his/her supervisor.

**24.2 Special Assignment Differential:**

- 24.2.1 State certified trainers shall be paid at range thirty-two (32), and designated behind-the-wheel trainers shall be paid at range twenty-six (26) while performing the respective duties of these positions. Eligibility and assignment to these positions shall be at the sole discretion of the district.

**24.3 Special Trip Assignments:** When drivers are needed for special trip assignments these assignments shall be distributed as equally as possible among all contracted drivers assigned a route. Special trips shall be assigned to the first names on the list in order of seniority as the trip becomes available. If the employee accepts or denies the trip, his/her name is rotated to the last place on the list and the trip is offered to the employee with the next greatest seniority and on down the list in descending order. Eligibility for special trip assignments is contingent upon the driver's qualifications for trips that include city driving, mountain driving, or driving in snow/ice.

**24.4 Standby Time:** Bus drivers on special trips, including but not limited to athletic events, music 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. Drivers will be required to remain on standby time when a trip is more than fifteen (15) miles away from the District or outside of contracted work hours. If an event is within the fifteen (15) mile range, drivers will return to performing their regularly assigned routes and will not remain on standby. The driver will be paid only the actual drive time 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 Section 9.1, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular pay rate. At the District's discretion additional hours may be paid in compensatory time off.

24.4.1 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.

24.4.2 If a special trip requires an overnight stay, the District shall pay for the bus driver's actual and necessary expenses, up to the agreed limits of expense.

24.5 **Vehicle Unavailability:** Whenever as the result of the unavailability of appropriate District vehicles due to mechanical or other malfunctions, a bus driver regularly scheduled to work is unable to work, she/he shall receive pay at the rate she/he would have received for working that day. This provision shall not be applicable after ten (10) working days.

24.6 **Non-Driving Duties:** The District agrees to provide sixty (60) minutes per day, per bus driver and ten (10) minutes per van driver, for non-driving time at the regular rate of pay. These duties may include but are not limited to; thirty (30) minutes to perform pre-bus inspection and ten (10) minutes to perform pre-van inspection, thirty (30) minutes to perform post-bus inspection, cleaning, fueling, safety meetings and maintaining of driver records.

24.7 **Bus Driver License Stipend:** (TA 18-19-01)

24.7.1 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 drive routes and/or trips as assigned by the District during any day that they are on duty. In consideration thereof, the District will pay each qualified and approved alternate driver a monthly stipend of \$100 from August – June, along with pay as a Bus Driver for the time driven. Alternate bus driver hourly pay will be on the range assigned to the Bus Driver position with the step based on the step on which the employee is placed in his/her primary position. In the event that the employee's primary position is on a range higher than the range assigned to the bus driver position, the employee will be paid at his/her primary ranged and step.

24.7.2 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".

24.7.3 Refusal of alternate driving assignments may result in removal from the alternate driver list. This decision will be made at the discretion of the Superintendent or designee.

24.7.4 This district will endeavor to make alternate driving assignments as equitably as possible, based on the needs of the district.

24.7.5 This section (24.7) does not apply to current employees working in positions in which maintenance of a school bus driver's certificate is required in the employee's job description.

24.8 **Class A Driver License Stipend:** Unit members working in maintenance positions (but not transportation positions, including Bus Driver, Bus Driver/MOT Utility Worker, Lead Mechanic and MOT Assistant) who possess a valid California Class A Driver License will be paid a monthly stipend of \$50 from July-June for each month the license is maintained. (TA 24-25-01)

## **ARTICLE 25** **SAFETY**

25.1 **District Compliance:** The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

25.2 **Safety Committee:** Two (2) representatives of CSEA shall be members of any committee appointed by the District to review health, safety, sanitation and working conditions to insure compliance with Section 25.1.

25.3 **Release Time:** The bargaining unit members of the committee shall be allowed reasonable release time to carry out any obligations under Section 25.2.

25.4 **No Discrimination:** No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 25.1.

25.5 Written recommendations received from insurance, company representatives, state or local fire safety officers, state or county health inspectors, or other legally designated officials shall be reported to the board.

## **ARTICLE 26** **TRAINING**

26.1 **Inservice Training Time:** Required in-service training shall take place during regular working hours at no loss of pay or benefits to employees.

26.2 **Reimbursement for Tuition:** The District shall reimburse employees for the tuition costs of any and all training programs required by the District.



**ARTICLE 27**  
**CONTRACTING**

- 27.1 **Restriction**: The District agrees that it will not contract out work customarily and routinely performed by employees in the bargaining unit without first negotiating the matter with CSEA.
- 27.2 **Notice to CSEA**: No contract for services which might affect employees in the bargaining unit shall be let until CSEA has been provided ten (10) days advance notice of the award.

**ARTICLE 28**  
**THE RIGHTS OF MANAGEMENT**

- 28.1 The employer retains, and the bargaining unit recognizes, that the employer retains the right to manage the District and direct the activities of its employees. Nothing contained in this Agreement is intended to, nor may it be construed to, in any manner, divest the employer of its management rights, duties or responsibilities.

**ARTICLE 29**  
**SEVERABILITY**

- 29.1 **Savings Clause**: If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portion which shall continue in full force and effect.
- 29.2 **Replacement for Severed Provision**: In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty days after such determination for the purpose of seeking to agree on a mutually satisfactory replacement for such Article or Section.

**ARTICLE 30**  
**NEGOTIATIONS**

- 30.1 **Notification and Public Notice**: If either party desires to alter or amend this Agreement, it shall, no later than May 15th, provide a written statement of the issues and underlying interests to the other party and cause the public notice provisions of law to be fulfilled. Consistent with the interest-based negotiations process, the parties agree that contract articles will be considered "living" and issues will be considered as they arise.
- 30.2 **Commencement of Negotiations**: Within five (5) days of satisfaction of the public notice requirement, and not later than forty-five days following receipt of the issue and interest statement, negotiations shall commence at a mutually acceptable time and place.
- 30.3 It is understood that any part of the contract may be changed by mutual consent of the parties hereto.

It is mutually agreed that the terms and conditions of this Agreement shall remain in full force and effect during negotiations and until agreement is reached.

- 30.4 **Release Time for Negotiations**: CSEA shall have the right to designate 5 employees, who shall be given reasonable time to participate in negotiations. Additional CSEA representatives may be designated upon mutual agreement of the parties.
- 30.5 **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. In no respect shall this supersede the provisions of 30.1.
- 30.6 **Year-Round-Education**: In the event the District decides to go to year-round education, the parties agree to meet and negotiate appropriate language amendments for all affected articles if one or both parties determine it is necessary.
- 30.7 **Negotiation in good faith is agreed to mean the following**:
- 30.7.1 The parties to this agreement shall conduct themselves in a manner which shows willingness to carefully consider rational proposals affecting the Thermalito Union School District.
- 30.7.2 The responsibility of the bargaining unit is to provide a rationale with application of the criteria of practicality, for all negotiating proposals. Practicality is hereby agreed to mean that any proposals submitted to the Board must be justified in terms of available finances, standard practice, and/or manifest value.
- 30.7.3 The Board, through its designated representative, shall meet and negotiate with representatives of the bargaining unit with regard to matters within the scope of representation.

### **ARTICLE 31**

### **WORK CONTINUANCE AND LOCKOUTS**

- 31.1 During the term of this agreement the employer agrees not to engage in any lock out of employees covered by this agreement, barring acts of God, or other circumstances plainly beyond the control of the Governing Board. It is agreed, however, that in all circumstances whatever, the Governing Board shall use all legal and available means to keep the schools in operation.
- 31.2 It is agreed and understood that there will be no strike, work stoppage, slow down or other interferences with the operation of the District by the CSEA or by its officers, agents or membership during the term of this agreement.

The CSEA recognizes the duty and obligation of its representatives to comply with the provision of this agreement and to make every effort towards inducing all employees to do so.

## **ARTICLE 32**

### **EVALUATION**

- 32.1 Each probationary employee shall be evaluated every (3) three months during the probationary period by the site/department supervisor. If a probationary employee receives an unsatisfactory evaluation, his/her supervisor may provide an informal conference within 45 days to address ongoing concerns. (TA 22-23-04)
- 32.1.2 The final probationary evaluation of each employee shall be given under the supervision of the superintendent.
- 32.2 Each permanent employee shall be evaluated annually by the site/department supervisor.
- 32.3 Any employee who receives an evaluation with performance concerns shall be counseled by the supervisor issuing the evaluation. The evaluator shall make clear the District's concerns and expectations and offer suggestions for improvement. The employee will be re-evaluated within six (6) months.

## **ARTICLE 33**

### **NO CHILD LEFT BEHIND**

- 33.1 **Purpose of this Article:** This Article is entered by the District and CSEA, Chapter # 182, (hereinafter "parties") for the purpose of resolving the impact and effects on bargaining unit "Title I" paraprofessionals (hereinafter "Paraprofessional") as a result of the District's requirement to comply with the "No Child Left Behind Act of 2001" (hereinafter the "Act") and "California Education Code Section 45330."
- 33.2 **Definition of Paraprofessional:** For the purpose of this Article, a "Paraprofessional" shall be defined as a person who assists classroom teachers and other certificated personnel in instructing reading, writing and mathematics, and whose position is supported by federal funds from the "Title I" of the Act.

Any bargaining unit employee whose position does not fulfill the criteria as defined in this section shall be exempt from the terms of this article and shall not be required to fulfill educational or proficiency requirements under the Act.

In this District, the following job classifications are covered under the provisions of the Act: all paraeducators I-V, child aides, library clerks, family advocates and child care attendants.

Bargaining unit members hired prior to January 1, 2002 shall have until January 8, 2006 to complete all the requirements under the Act.

- 33.3 **Identification and Analysis of Employees Covered by the Act:** Upon request, the District shall provide CSEA with a listing of all employees covered by the Act. The list shall contain the employee's name, classification, location, date of hire, and the name of the certificated person that he/she assists. The list shall identify which, if any, educational, or proficiency requirement (i.e.,

assessment/test) the Paraprofessional has fulfilled.

The parties shall meet to review a plan of action for assisting each Paraprofessional who does not fulfill the requirements under the Act.

33.4 **Educational or Proficiency Requirements:** Pursuant to the Act and Education Code Section 45330, all Paraprofessionals shall fulfill one of the below stated requirements by January 8, 2006:

33.4.1 A Paraprofessional has completed at least 48 semester hours of study at an accredited institution of higher education.

33.4.2 A Paraprofessional possesses or will possess an Associate Degree or higher from an accredited institution of higher education.

33.4.3 A Paraprofessional, through the CODESP Paraprofessional Exam, have been deemed to possess the knowledge of and the ability to assist in instructing reading, writing and mathematics.

33.4.4 Paraprofessionals who meet either article 33.4.1 or 33.4.2 must pass Part C of the CODESP exam (Ability to Assist in Instruction).

33.4.5 Paraprofessionals who have met the requirements as outlined in article 33.4.3 are deemed to have met the instructional aide proficiency exam as required in Education Code 45344.5.

33.5 **Paraprofessional Hired After January 1, 2002:** The District and CSEA agree that all Paraprofessionals as defined, hired after January 1, 2002, must meet the rigorous requirements as outlined in section 33.4 prior to employment.

33.6 **Proficiency Assessment and/or Test:**

33.6.1 Prior to administering any proficiency assessment and/or test, eligible Paraprofessionals shall receive training which is specific to the content of the assessment and/or test. Training normally will occur during normal business hours without loss of compensation or benefits.

33.6.2 Prior to the administration of the proficiency assessment and/or test, all Paraprofessionals shall be entitled to a practice test or practicum which reflects the content of the assessment and/or test.

33.6.3 A Paraprofessional shall be entitled to take the proficiency assessment and/or test once a month for as many times as necessary to receive a passing grade.

33.7 Any cost of a Paraprofessional proficiency assessment and/or test shall be borne by the District.

33.7.1 **Title I Paraprofessional Ineligibility/Administrative Transfer or Layoff:** In the event a "Title I" Paraprofessional is unable to meet the requirements by June 30, 2006, he/she shall be ineligible to hold a "Title I" Paraprofessional position until such time he/she has

successfully completed the educational or proficiency requirements, and then may transfer in accordance with 33.8.4 below.

33.7.2 An ineligible "Title I" Paraprofessional shall be administratively transferred, in order of date-of-hire seniority, to a vacant (non) Title I Paraprofessional position that is equal in wages, hours and benefits, and for which he/she is qualified.

33.7.3 In the event a vacancy does not exist, or there are no further vacancies available as a result of administrative transfers, the paraprofessional may be laid off due to lack of work or lack of funds as a result of his/her ineligibility to serve in a "Title I" position.

33.7.4 If a Paraprofessional is administratively transferred or is laid off as a result of his/her ineligibility, and later fulfills the requirements of the Act, he/she will be administratively transferred to, or if applicable, reemployed (as allowed by law in Education Code 45298) in a Title I vacancy for which he/she is qualified.

33.7.5 Any Paraprofessional who is laid off for reasons stated in this section may be reemployed in a vacant (non) Title I position for which he/she is qualified during their 39-month reemployment period.

33.8 **New Paraprofessional Employee:** Any Paraprofessional who is hired following January 8, 2002, shall be considered a new employee of the District and shall be required to, at the time of his/her application of employment, meet the requirements of the Act as specified in section 33.4.

33.9 **Grievances:** Any dispute that arises in the administration of this article shall be subject of the express terms of the collective bargaining agreement Grievance Procedure, Article 23.

## **ARTICLE 34** **DURATION**

34.1 **Past Practices:** The rules, regulations, policies, and practices of the District which are in effect at the time of this Agreement and which neither conflict with the terms of this Agreement nor abridge the rights of employees under this Agreement shall remain in full force and effect unless changed by mutual agreement of CSEA and the District.

34.2 **Length of Agreement:** It is agreed that the term of the master contract between the District and CSEA's Thermalito Chapter #182 will be July 1, 2022 - June 30, 2025. All provisions of the master contract remain in full force and effect unless changed by mutual agreement of CSEA and the District. (TA 22-23-01)

Signed and entered into this.

Date: September 28, 2022

For the District:

DocuSigned by:

*Gregory Blake*

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Gregory Blake, District Superintendent

For CSEA:

DocuSigned by:

*Brenda Szego*

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Brenda Szego, CSEA Vice President

Thermalito Union Elementary School District

Appendix A1: Classifications, Salary Ranges and Job Families - Updated July 1, 2024

Child Nutrition			
Job Family	Range	Title	Days Per Year
Child Nutrition	17	Child Nutrition Office Assistant	200
Child Nutrition	16	Child Nutrition Central Production Lead	183
Child Nutrition	15	Child Nutrition Site Lead	183
Child Nutrition	15	Child Nutrition Office Clerk	200
Child Nutrition	11	CN Assistant - Transport	183
Child Nutrition	11	Child Nutrition Assistant	183
Business and Clerical			
Job Family	Range	Title	Days Per Year
Business	39	Accounting Analyst	260
Business	39	Information Systems Analyst	260
Business	35	Business Office Technician	260
Business	31	Preschool Fiscal & Attendance Technician	219
Business	23	Computer Technician	200
Clerical	26	School Administrative Secretary	200
Clerical	24	Secretary II - Student Support Services	200
Clerical	23	School Secretary / Sub Caller	200
Clerical	23	School Secretary	200
Clerical	19	Secretary I - Special Projects	200
Clerical	17	Health Assistant	188
Instructional Services			
Job Family	Range	Title	Days Per Year
Instructional Services	34	Speech-Language Pathology Assistant (SLPA)	184
Instructional Services	17	Instructional Assistant III	184
Instructional Services	16	Student Advocate	184
Instructional Services	15	Instructional Assistant II	184
Instructional Services	15	Library Clerk	184
Instructional Services	15	Activities Supervisor	184
Instructional Services	13	Instructional Assistant I	184
Instructional Services	7	Campus Supervisor	181



Preschool Instructional Services			
Preschool Instructional	17	Associate Preschool Teacher - Special Education	184
Preschool Instructional	15	Associate Preschool Teacher	219 or 184
Preschool Instructional	16	Early Head Start Family Support Worker/Case Specialist	219
MOT - Maintenance, Operations, and Transportation			
Job Family	Range	Title	Days Per Year
Maintenance/Grounds	39	HVAC Maintenance Technician II	260
Maintenance/Grounds	36	Lead Maintenance Technician	260
Maintenance/Grounds	36	Maintenance Technician II/Master Carpenter	260
Maintenance/Grounds	34	HVAC Maintenance Technician	260
Maintenance/Grounds	32	Maintenance Technician	260
Maintenance/Grounds	32	Maintenance Painter II	260
Maintenance/Grounds	27	Maintenance Grounds Worker II	260
Maintenance/Grounds	23	Maintenance Painter	260
Maintenance/Grounds	23	Grounds Worker	260
Maintenance/Grounds	21	Maintenance and Operations Worker	260
Maintenance/Grounds	19	Assistant Grounds Worker	260
Custodial	21	Lead Custodian	260
Custodial	17	Custodian	260
Transportation	39	Lead Mechanic	260
Transportation	27	Maintenance, Operations, Transportation (MOT) Assistant	260
Transportation	23	Bus Driver / MOT Utility Worker	260
Transportation	22	Bus Driver	182
Transportation	16	Car-Van Driver	182

## APPENDIX B

Thermalito Union Elementary School District  
Classified Staff (CSEA) FY 2024-2025 Salary Schedule  
Board Approved April 11, 2024

	<b>** STEP **</b>											
<b>RANGE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>	<b>30</b>
<b>5</b>	17.04	17.89	18.79	19.73	20.71	21.75	22.29	22.74	23.19	23.66	24.13	24.61
<b>6</b>	17.34	18.21	19.12	20.07	21.07	22.13	22.68	23.14	23.60	24.07	24.55	25.04
<b>7</b>	17.64	18.52	19.45	20.42	21.44	22.52	23.08	23.54	24.01	24.49	24.98	25.48
<b>8</b>	17.95	18.85	19.79	20.78	21.82	22.91	23.48	23.95	24.43	24.92	25.42	25.93
<b>9</b>	18.26	19.18	20.14	21.14	22.20	23.31	23.89	24.37	24.86	25.36	25.86	26.38
<b>10</b>	18.58	19.51	20.49	21.51	22.59	23.72	24.31	24.80	25.29	25.80	26.32	26.84
<b>11</b>	18.91	19.85	20.85	21.89	22.98	24.13	24.74	25.23	25.74	26.25	26.78	27.31
<b>12</b>	19.24	20.20	21.21	22.27	23.39	24.56	25.17	25.67	26.19	26.71	27.24	27.79
<b>13</b>	19.58	20.56	21.58	22.66	23.80	24.99	25.61	26.12	26.64	27.18	27.72	28.28
<b>14</b>	19.92	20.92	21.96	23.06	24.21	25.42	26.06	26.58	27.11	27.65	28.21	28.77
<b>15</b>	20.27	21.28	22.35	23.46	24.64	25.87	26.51	27.04	27.59	28.14	28.70	29.27
<b>16</b>	20.62	21.65	22.74	23.87	25.07	26.32	26.98	27.52	28.07	28.63	29.20	29.79
<b>17</b>	20.98	22.03	23.13	24.29	25.51	26.78	27.45	28.00	28.56	29.13	29.71	30.31
<b>18</b>	21.35	22.42	23.54	24.72	25.95	27.25	27.93	28.49	29.06	29.64	30.23	30.84
<b>19</b>	21.72	22.81	23.95	25.15	26.41	27.73	28.42	28.99	29.57	30.16	30.76	31.38
<b>20</b>	22.10	23.21	24.37	25.59	26.87	28.21	28.92	29.50	30.09	30.69	31.30	31.93
<b>21</b>	22.49	23.62	24.80	26.04	27.34	28.71	29.42	30.01	30.61	31.22	31.85	32.49
<b>22</b>	22.89	24.03	25.23	26.49	27.82	29.21	29.94	30.54	31.15	31.77	32.41	33.05
<b>23</b>	23.29	24.45	25.67	26.96	28.30	29.72	30.46	31.07	31.69	32.33	32.97	33.63
<b>24</b>	23.69	24.88	26.12	27.43	28.80	30.24	31.00	31.62	32.25	32.89	33.55	34.22
<b>25</b>	24.11	25.31	26.58	27.91	29.30	30.77	31.54	32.17	32.81	33.47	34.14	34.82
<b>26</b>	24.53	25.76	27.04	28.40	29.82	31.31	32.09	32.73	33.39	34.05	34.73	35.43
<b>27</b>	24.96	26.21	27.52	28.89	30.34	31.85	32.65	33.30	33.97	34.65	35.34	36.05
<b>28</b>	25.40	26.67	28.00	29.40	30.87	32.41	33.22	33.89	34.56	35.26	35.96	36.68
<b>29</b>	25.84	27.13	28.49	29.91	31.41	32.98	33.80	34.48	35.17	35.87	36.59	37.32
<b>30</b>	26.29	27.61	28.99	30.44	31.96	33.56	34.40	35.08	35.78	36.50	37.23	37.98
<b>31</b>	26.75	28.09	29.49	30.97	32.52	34.14	35.00	35.70	36.41	37.14	37.88	38.64
<b>32</b>	27.22	28.58	30.01	31.51	33.09	34.74	35.61	36.32	37.05	37.79	38.55	39.32
<b>33</b>	27.70	29.08	30.54	32.06	33.67	35.35	36.23	36.96	37.70	38.45	39.22	40.00
<b>34</b>	28.18	29.59	31.07	32.62	34.26	35.97	36.87	37.60	38.36	39.12	39.91	40.70
<b>35</b>	28.67	30.11	31.61	33.19	34.85	36.60	37.51	38.26	39.03	39.81	40.60	41.42
<b>36</b>	29.18	30.64	32.17	33.78	35.46	37.24	38.17	38.93	39.71	40.50	41.31	42.14
<b>37</b>	29.69	31.17	32.73	34.37	36.09	37.89	38.84	39.61	40.41	41.21	42.04	42.88
<b>38</b>	30.21	31.72	33.30	34.97	36.72	38.55	39.52	40.31	41.11	41.93	42.77	43.63
<b>39</b>	30.74	32.27	33.89	35.58	37.36	39.23	40.21	41.01	41.83	42.67	43.52	44.39

**Notes:**

1) Increase of 6.5% from the 2022-23 fiscal year, retroactive to July 1, 2023

2) Annual District Contribution for Health and Welfare Benefits is \$12,500 (increase of \$500 per year from 2022-23, retroactive to July 1, 2023)

Ranges: Increase by 1.75% for each range

Steps: Increase by 5% for Steps 2-6, 2.5% for Step 7, and 2.0% for Steps 10, 15, 20, 25, and 30

## APPENDIX C1

### APPLICATION TO RECEIVE SICK LEAVE TIME

(As per Article 16.12, Catastrophic Leave of the  
TUSD/CSEA Local #182 Collective Bargaining Agreement)

Member Recipient (donee): \_\_\_\_\_ Date: \_\_\_\_\_

Social Security # \_\_\_\_\_ Fiscal Year \_\_\_\_\_

Work Site \_\_\_\_\_ Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

I have exhausted all appropriate fully paid leaves available to me due to the following illness/injury:\*

\_\_\_\_\_  
\_\_\_\_\_

My first day of leave for this illness/injury was: \_\_\_\_\_

I hereby request the District Sick Leave Committee to approve the establishing of a sick leave offer list in my name to be used by me as necessary for sick leave time consistent with provisions of Education Code Section 44043.5. I understand that this time will be used only in hourly increments.

\_\_\_\_\_  
Signature of Donee Employee Date \_\_\_\_\_

*\* This is a voluntary program.*

\* \* \* \* \*

This request to use sick leave time from the above named offer list was approved by:

CSEA, Local #182 ☐ Approved ☐ Not Approved \_\_\_\_\_  
CSEA President

District Superintendent ☐ Approved ☐ Not Approved \_\_\_\_\_  
Superintendent

In accordance with the employee's organization's Collective Bargaining Agreement, I hereby authorize the District to implement a sick leave offer list \_\_\_\_\_ (Employee) for his/her use as sick leave as needed for illness/injury. An unused offer to donate sick leave time will remain with the sick leave donors.

\_\_\_\_\_  
Date \_\_\_\_\_  
President, Local Chapter #182

*\* Appropriate medical verification of illness/injury is attached.*

cc: CSEA President  
Payroll Department  
(Payroll will send verified copy to Donor Employee.)

## APPENDIX C2

### APPLICATION TO OFFER SICK LEAVE TIME

(As per Article 16.12, Catastrophic Leave of the  
TUSD/CSEA, Local Chapter #182 Collective Bargaining Agreement)

This offer to donate sick leave time from the below named donor was approved by the CSEA, Local Chapter #182 on \_\_\_\_\_. In accordance with 16.12 of the Collective Bargaining Agreement, I hereby authorize the District to deposit to use this donation of sick leave time in the offer list for \_\_\_\_\_ (Employee) only if needed.

\_\_\_\_\_  
President, CSEA, Local Chapter #182

Date \_\_\_\_\_

Unit Member Contributor (donor): \_\_\_\_\_ Date \_\_\_\_\_

Social Security # \_\_\_\_\_ Fiscal Year \_\_\_\_\_

Work Site \_\_\_\_\_ Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

I hereby request the District Sick Leave Committee to approve the offer to donate \_\_\_\_\_ hour(s) of my accumulated and unused leave available as of 6/30/\_\_\_\_\_ to be made available to the sick leave offer list established for \_\_\_\_\_ (Employee). I understand that this donation is not to exceed a total of ten (10) days. I understand my offer to donate may not be utilized, and, if not utilized, the sick leave hours will remain with me.

\_\_\_\_\_  
Signature of Donor Employee

Date \_\_\_\_\_

\* \* \* \* \*

### VERIFICATION OF OFFER TO DONATE SICK LEAVE TIME

To Donor Employee:

Your sick leave time has been irrevocably decreased by \_\_\_\_\_ hour(s) to implement the above request. Please retain this verification sheet for your records.

Your offer of sick leave time was not needed. ☐

\_\_\_\_\_  
Payroll Signature

cc: CSEA President  
Payroll Department  
(Payroll will send verified copy to Donor Employee.)

c:\word\CSEA98\sickleave.don

## APPENDIX D – SECURITY CAMERAS (TA 21-22-02)

- 1.0 Security cameras (“cameras”) may be installed in places where the security of equipment, property or people would be enhanced.
  - 1.0.1 Notices shall be clearly posted in areas where cameras are in use.
  - 1.0.2 A list of such locations shall be provided to the Association. IF the District adds additional cameras, they shall notify the Association.
  - 1.0.3 No concealed cameras will be installed.
  - 1.0.4 At no time will cameras be placed in employee restrooms, employee break rooms, interior classrooms, offices, and interior learning facilities, such as a library.
  - 1.0.5 Without prior notice and agreement with the Association, there will be no monitoring of, or reviewing of, security camera data (“data”) of official Association activities.
- 1.1 Security camera data shall be limited to uses that do not violate the reasonable expectation of privacy as defined by law.
- 1.2 In the event of any data being utilized for disciplinary purposes, unit member(s) and Association representative(s) must be provided access to the video and/or audio data.
  - 1.2.1 The District shall not use the security cameras to monitor an employee for the purpose of initiating disciplinary proceedings without reasonable cause.
  - 1.2.2 The District may use the security cameras to investigate matters of safety or security, or to establish the truth of a disputed issue of fact in an investigation.
- 1.3 The Superintendent shall ensure the confidentiality of security surveillance data generated on school sites and District property.
  - 1.3.1 The Association or unit member may view stored data by submitting a written request to the Superintendent. A unit member’s request to view stored data may only be related to him/herself. The request shall state the day of the week, day of the month and the approximate time on which the data was created.
- 1.4 All data shall remain the property of the District and no copies or transfers of data from the original stored format for use by anyone other than the District shall be allowed without the written consent of the Superintendent or designee.
- 1.5 In no way, does Appendix D constitute a waiver of rights under Education Code 51512.