

AGREEMENT

**BETWEEN THE
BOARD OF TRUSTEES
FORESTHILL UNION SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION
FOR
JULY 1, 2021 – JUNE 30, 2024**



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PREAMBLE

This Agreement is made and entered into on May 25, 2022, by and between the Foresthill Union School District (hereinafter referred to as the "District") and the California School Employees Association, and its Chapter #820 (hereinafter referred to as "CSEA"). As such, it is a binding and bilateral agreement.

The purpose of this Agreement is to promote the improvement of employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and to establish salaries, benefits and terms and conditions of employment.

ARTICLE I – RECOGNITION

1.1 Acknowledgment

The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified bargaining unit members ("unit member") holding those positions deemed as classified non-management/non-confidential staff in clerical, secretarial and/or technical assistance, support positions and as illustrated in Appendix A. All newly created classified positions shall be assigned to the bargaining unit, unless agreed by CSEA as exempted.

ARTICLE II - ORGANIZATIONAL SECURITY

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

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

A) Dues Deduction:

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

B) Membership Status:

The District shall refer all employee questions about membership status to the CSEA Labor Relations Representative. The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission. There shall be no charge by the employer to CSEA for regular membership dues deductions.

C) Membership Information

The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.

The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

D) Hold Harmless Provision: CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed. *Ratified 5/25/2022*

ARTICLE III – EMPLOYEES' RIGHTS

3.1 Probationary Period – Upon Initial Employment

The probationary period for all new classified unit members is twelve (12) months. During this probationary period, unit members can be released from probation with or without cause.

3.1.1 Upon completion of the probationary period, permanent unit members can only be released for cause.

3.1.2 A unit member's probationary period starts with the first day in a paid status in a regular classified position.

3.1.3 Probationary unit members shall be evaluated at least once during their probationary period, and shall be advised in writing during their eleventh month of employment whether or not they will be recommended for continued service, pending a satisfactory evaluation. Such recommendation or the lack of an evaluation shall not preclude probationary release during this twelve (12) month time period.

3.1.4 Each bargaining unit position shall be given a title, a description of duties and responsibilities, and the salary range for that position. The minimum eligibility requirements for employment shall also be listed for each classification.

3.2 Probationary Period for Promoted Unit Members

The probationary period for all classified unit members who are promoted shall be six (6) months. During this probationary period, unit members can be released from probation

with or without cause. A unit member who is promoted and subsequently released from probation shall have the right to return to a position in his/her former classification.

3.3 Personnel Files

- 3.3.1 The term "personnel file" shall mean the file which is maintained at the District office. No document shall be used in a disciplinary matter unless it has been entered into the personnel file.
- 3.3.2 Any person who drafts written material related to a unit member's performance or employment for placement in a unit member's file shall sign and date the material. Any written materials placed in a personnel file shall indicate the date of such placement.
- 3.3.3 Unit members shall be provided with copies of any derogatory written material. The unit member shall be given a reasonable amount of time during normal working hours and without loss of pay to review any derogatory materials. Unit members shall have the right to enter a written response to be attached to derogatory material in the file within thirty (30) calendar days of receipt of the derogatory written material.
- 3.3.4 All personnel files shall be kept in confidence and shall be available for inspection only to duly authorized employees of the District when necessary in the proper administration of the District—or the supervision of the unit member. The unit member's personnel file shall be available for examination by the unit member or his/her CSEA representative if authorized in writing by the unit member.
- 3.3.5 No derogatory or evaluation materials shall be used for disciplinary purposes after remaining in the file for a period of two (2) years or more. However, such materials may be used for evidentiary purposes other than to establish cause, for example such materials may be used to illustrate progressive discipline. Additionally, such materials may be used to establish cause as provided for in Article 15.1.2.
- 3.3.6 Anonymous documents, letters or other material shall not be filed.
- 3.3.7 When reviewing a personnel file, under no circumstances may the reviewer remove any material from the file.

3.4 Evaluation

- 3.4.1 The District endorses a continuous program of evaluation of all unit members. The basic objective of the evaluation program is to record and assist in the improvement of performance of service.
- 3.4.2 Permanent unit members shall be evaluated at least once every year by no later than the end of the unit member's work year unless the immediate supervisor and unit member mutually agree in writing to forgo the evaluation for that year. In the event the unit member and immediate supervisor mutually agree to forgo the

annual evaluation, the unit member's job performance for that work year shall be considered to be at least satisfactory.

- 3.4.3 No evaluation materials of any unit member(s) shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator. Any unsatisfactory evaluation shall include recommendations for improvements. The unit member shall have the right to review and respond to any evaluation which contains a rating factor of unsatisfactory in accordance with Article 3.3.3 above. Any unit member shall have the right to have CSEA representation at such evaluation meetings and reviews which may result in discipline.

ARTICLE IV - ORGANIZATIONAL RIGHTS

4.1 CSEA Rights

CSEA shall have the following rights, in addition to the rights contained in any other portion of this Agreement.

- 4.1.1 CSEA officers shall have the right of access to bargaining unit members before and after work hours, during breaks and lunches, and at other reasonable times with the agreement of the site supervisor/administrator, to areas in which unit members work for the purpose of representing bargaining unit members on CSEA matters. This right of access shall not interfere with or disrupt the school program, the District's normal workflow, or the duties of bargaining unit members. Upon arrival at a work site, all CSEA representatives who are meeting with a bargaining unit member or members shall report to the main office.
- 4.1.2 The right to use without charge an institutional bulletin board at each work site where unit members normally congregate, mailboxes, equipment, facilities in accordance with District facility usage policy and regulation, and the use of the school mail and e-mail systems and other District means of transmission of information or notices concerning CSEA internal matters of concern to the local chapter. During the work day, CSEA business may only be conducted during breaks and during lunch hours, at times agreed to by the site supervisor/administrator, or during authorized release time. All postings for bulletin boards or items for the school mailboxes must clearly indicate that they are CSEA materials.
- 4.1.3 The right to review an individual unit member's personnel file when accompanied by the unit member or on presentation of a signed written authorization.
- 4.1.4 The right to be supplied with a complete "hire date" seniority roster, to include job classification and assigned hours of employment of all unit members on the effective date of this Agreement and periodically upon reasonable request by CSEA.
- 4.1.5 The right to obtain with reasonable notice any county and state required reports that are related to CSEA's duty of representation.

4.1.6 CSEA and the District agree to comply with Education Section 45210.

Ratified 5/25/2022

4.1.7 Whenever notice to the exclusive representative is required under this Agreement or by law, it shall be delivered personally to the CSEA Chapter President or by regular U.S. mail to the Chapter President or designee.

4.2 Distribution of Agreement

Within thirty (30) days after the execution of this Agreement, the District shall print, and provide without charge, a copy of the agreement to every unit member in the Chapter. Any unit member who becomes a member of the bargaining unit after the execution of this Agreement shall be provided a copy by the District at the time of employment. The District will also post a copy of the current CBA on the District website. *Ratified 5/25/2022*

4.3 Release time for Union President

The District shall fully release the Chapter President or designee five (5) days per year. This release shall be without loss of compensation or benefits and without requiring reimbursement from the Association. The Chapter President or designee shall schedule the days with at least 72 hours notice to the Superintendent except in cases of emergency.

ARTICLE V – GRIEVANCE PROCEDURE

5.1 Definitions

5.1.1 **Grievance:** A grievance is an allegation by a grievant that she/he has been adversely affected by a misinterpretation, misapplication, or violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes.

5.1.2 **Grievant:** A grievant may be any unit member covered by the terms of this Agreement or the Association.

5.1.3 **Day:** A day is any day on which the central administrative office of the District is open for business.

5.1.4 **Immediate Supervisor:** The "immediate supervisor" is the administrator having immediate jurisdiction over the grievant, who has been designated to administer grievances.

5.2 Representation

A grievant may at any time present grievances to her/his employer, and have such grievances resolved through Level II, without the intervention of CSEA, as long as the resolution is not inconsistent with the terms of this Agreement. A "grievant" may utilize CSEA representation if he/she so chooses, with up to one (1) CSEA representative who when requested, shall be released for purposes of processing the grievance with the District. Nothing in this Agreement shall preclude CSEA from assigning more than one

(1) representative, however, the District shall not be obligated to provide release time for more than one (1) such representative.

5.3 Informal Level

Before filing a formal grievance, the grievant should attempt to resolve her/his concern by an informal conference with her/his immediate supervisor.

5.4 Formal Level

5.4.1 Level I: Within twenty-five (25) days after occurrence of the act or omission giving rise to the grievance, the grievant must present her/his grievance in writing on the appropriate form to her/his immediate supervisor.

The statement shall be a clear, concise statement of the grievance, the article(s) being grieved, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.

The immediate supervisor shall communicate her/his decision to the unit member, 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.

5.4.2 Level II: If the grievant is not satisfied with the decision at Level I, she/he may within ten (10) days of the receipt of the Level I response, appeal the decision on the appropriate form to the Superintendent or her/his designee. In the instance where the Superintendent is also the grievant's immediate supervisor, the grievant may submit the grievance to the Association for a decision on processing directly to Level III. Within fifteen (15) days after receiving a timely appeal, the Superintendent or designee shall convene a meeting with the grievant and/or her/his representative, if requested by the grievant, CSEA, or the Superintendent/designee, to discuss the issues pertaining to the grievance and attempt to resolve the grievance. The fifteen (15) day time period may be expanded by mutual agreement of the parties. Within twenty-five (25) days after the meeting, the Superintendent or designee shall communicate her/his decision to the unit member in writing.

This grievance appeal at Level II shall include a copy of the original grievance, the decision(s) rendered and a clear, concise statement of the reasons for the appeal. If the Superintendent or her/his designee does not respond within the time limits, the grievant may appeal to the next level, within the time limits established for that level. Within the above time limits, either party may request a personal conference.

5.4.3 Level III: If the grievant is not satisfied with the decision at Level II, or if the grievant's immediate supervisor is the Superintendent, the Association may, in either instance, within ten (10) days appeal the respective decision in writing. The Superintendent or his/her designee shall, within twenty (20) work days of receipt of the appeal, seek a list of five (5) experienced arbitrators from the California State Mediation and Conciliation Service. The Association and the

District shall select the arbitrator by alternately striking names until only one remains. The selected arbitrator shall then schedule a hearing and render an advisory decision and award in accordance with the rules of the American Arbitration Association. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or the polices, rules, regulations or procedures of the District. Any and all costs for services of the arbitrator shall be paid equally by the Association and the District. The parties agree to hold a pre-hearing conference at least ten (10) calendar days in advance of the hearing in order to exchange documents, witness lists, and to discuss stipulations.

- 5.4.4 Level IV: Within thirty (30) calendar days of receiving the Arbitrator's advisory decision and, if applicable, award, the Board shall meet to determine a) whether to accept the advisory decision and, if applicable, award in full or in part, b) to remand the matter back to the Arbitrator for further consideration, or c) to reject the advisory decision and, if applicable, award in full or in part. Nothing agreed to herein precludes the right of CSEA or the grievant to seek judicial review.

5.5 Miscellaneous

The time limits provided herein for filing a grievance and for appealing from one level to the next are mandatory and jurisdictional. Failure of the grievant to file her/his grievance within the above-described time limits or failure to appeal from one level to the next within the above-described time limits shall be deemed a waiver of the grievance, and no further action to process the underlying complaint shall be required of the District. Failure of District personnel to respond within the described time limits shall entitle the grievant to immediately proceed to the next higher grievance level.

ARTICLE VI - HOURS AND OVERTIME

6.1 Workweek

The workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. This article shall also not restrict the District from establishing, in accordance with the law, a workweek of less than five (5) consecutive days and/or less than eight (8) hours per day and forty (40) hours per week.

6.2 Lunch Period

- 6.2.1 All unit members working more than five (5) hours shall receive a lunch period of thirty (30) minutes which shall be scheduled generally in or near the middle of each unit member's work shift.
- 6.2.2 Lunch periods may be extended upon approval of the supervisor.
- 6.2.3 Absent an emergency, classified unit members will not be required to work through their lunch. If a classified unit member is directed to work through their lunch, they will be paid for that time and a lunch break will be provided immediately following the cessation of the emergency if time allows. Ratified 5/25/2022

6.3 Rest Periods

6.3.1 All unit members shall be allowed one (1) paid rest period not to exceed fifteen (15) minutes during each four (4) consecutive hours of assigned work. Insofar as practicable, rest periods shall be taken at or near the middle of each four-hour work shift period.

6.4 Work Schedule

Unit members shall generally be assigned to the standard workweek, Monday through Friday, throughout the school year, July 1 through June 30, exclusive of authorized holidays and non-workdays. The District shall assign a fixed and ascertainable number of hours for each unit member. The unit member's workweek and start and ending time for the shift of each unit member shall be fixed and ascertainable and shall not be changed without the mutual agreement of CSEA and the Superintendent or designee.
Ratified 5/25/2022

6.5 Compensation for Overtime

6.5.1 Unit members shall be compensated for each earned overtime hour worked at a rate of pay equal to one and one-half (1 ½) times the unit member's regular rate of pay for work in excess of forty (40) hours per week or eight (8) hours per day. Any change in this definition of overtime by state or federal law shall, at the request of either party, be negotiated as soon as possible. Overtime requires prior authorization by the unit member's supervisor. In emergency situations, authorization may be given after the fact.

Any part-time unit member who works an average of four (4) or more hours per day, five consecutive (5) days per week, shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the workweek at one and one-half (1 ½) times his/her regular rate of pay.

Any part-time unit member who works an average of less than four (4) hours per day during a workweek, shall be compensated for any work required to be performed on the seventh (7th) day following the commencement of the workweek at one and one-half (1 ½) times his/her regular rate of pay.

6.5.2 Overtime compensation will be paid, except as specified below in Article 6.6, Compensatory Time Off.

6.6 Compensatory Time Off (CTO)

6.6.1 Upon prior approval by the unit member's supervisor or designee, a unit member may elect to take compensatory time off (CTO) in lieu of cash compensation for time worked beyond his/her daily assignment. CTO shall be awarded at a rate of one and one-half (1 ½) times the regular rate of pay for each hour of overtime worked, as defined above in Article 6.5, provided that approval from the unit member's supervisor or designee is obtained in advance. If the work does not qualify for overtime, CTO shall be earned on a regular hour for hour basis.

- 6.6.2 If CTO has been elected and approved, it shall be cumulative not to exceed forty (40) hours and must be taken within the twelve (12) months from the date it was earned unless the District grants additional time to use CTO.
- 6.6.3 The time when CTO is taken shall be approved in advance by the supervisor or management designee.
- 6.6.4 Compensatory time off records will be kept at the District Office. All compensatory time off shall be recorded and turned into the District Office monthly by each unit member along with their time cards. The unit member shall be responsible for completing an absence sheet upon returning.

6.7 Summer Hours

Summer hours will occur from the Monday following the week after regular school ends to the Friday of the week prior to the start of school. Days will be eight (8) hours per day on Monday through Friday unless the employee agrees to an assignment of a ten (10) hour, four day workweek.

6.8 Call Back and Call In Time

- 6.8.1 Any unit member called into work by a supervisor on a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours pay, beginning at time of the call, at the appropriate rate of pay, as set forth in this Agreement.
- 6.8.2 Any unit member called back to work by a supervisor to perform unscheduled work which does not continuously precede or follow a unit member's regular scheduled shift, shall receive a minimum of two (2) hours pay at the appropriate rate as set forth in this Agreement.
- 6.8.3 All call back and call in hours worked on days designated by this Agreement as Holidays in Article X shall be compensated at one and one-half (1½) times the regular rate of pay plus holiday pay for eligible unit members.

ARTICLE VII – EMPLOYER RIGHTS

- 7.1 It is understood and agreed that the Employer retains all of its power and authority to direct, manage and control District operations to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine the District's organization; direct the work of its unit members; determine the times of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish and implement its educational policies, goals and objectives; establish curriculum; ensure the rights and educational opportunities of students; determine staffing patterns; build, move or modify facilities; determine the number and kinds of personnel required; maintain the efficiency of District operations; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the Employer retains the right to hire, classify, assign, evaluate, promote, terminate and discipline unit members.

- 7.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE VIII - SALARY

8.1 Salary Compensation

- 8.1.1 Upon ratification, the rate of pay for each classification in the bargaining unit shall be in accordance with the salary schedule in Appendix A, which is attached and incorporated by reference as part of this Agreement. *Ratified 5/25/2022*

8.2 Step Advancement

- 8.2.1 Unit members hired on or before November 1st of the year shall receive their first step increase the following July 1st. Unit members hired after November 1st of the year shall receive their first step increase on the July 1st of their second consecutive year of employment with the District. Thereafter, unit members shall receive step increases every July 1st until the top step of the salary range for that classification is achieved.

8.3 Schedule Placement

Upon initial employment, a maximum of five (5) years of related experience may be credited on the salary schedule to a new unit member. Such credit shall be one step per year of related experience.

8.4 Monthly Pay

- 8.4.1 All unit members shall receive their regular pay on the last working day of each month.
- 8.4.2 Unit members may arrange for the direct deposit of their regular monthly paychecks.

8.5 Anniversary Date

The anniversary date for unit members is the day they were hired as a probationary unit member.

8.6 Salary upon Promotion

Any unit member in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new classification to ensure at least a 2.5% increase in salary as a result of the promotion.

8.7 Payroll Errors

Any payroll error resulting in improper payment to a unit member in the bargaining unit shall be corrected and, if appropriate, either a supplemental check will be issued or the amount in error will be returned by the unit member. Any error shall be corrected by the District within five (5) days from the date the unit member reports the error as long as the error is reported by noon on a day the District Office is open. If the payroll error is reported after noon on a day the District Office is open, the District shall correct the error within six (6) days, but in no event longer than five (5) working days after the payroll error is reported.

8.8 Compensation During Required Training Periods

A unit member required by the District to engage in training of any kind shall be compensated for time spent in such training and shall be reimbursed for course fees, textbook or supply costs. Any costs of travel shall be compensated as provided in Article 8.12, Mileage.

8.9 Working Out-of-Class Pay

A unit member may be required to perform duties outside of their own classification. A unit member working in a higher classification for five (5) or more working days within a 15-calendar day period shall have her/his salary adjusted upward to reflect the rate of pay for the hours worked in the higher pay classification for the period the unit member is required to work out of the classification. The unit member will be placed on Step A of the higher pay classification to which he/she is assigned or shall receive a 2.5% increase above his/her current salary, whichever is greater.

8.10 Longevity

8.10.1 After fifteen (15) years of continuous service with the District, a unit member shall receive a longevity increment.

8.10.1.1 The increment beginning in year sixteen (16) with the District shall be 2% of their current placement on the salary schedule.

8.10.1.2 The increment beginning in year twenty-one (21) with the District shall be 4% of their current placement on the salary schedule.

8.10.1.3 The increment beginning in year twenty-six (26) with the District shall be 6% of their current placement on the salary schedule.

8.10.2 Each new longevity increment shall be effective at the commencement of the next fiscal year following the anniversary date.

8.11 Professional Growth

8.11.1 Time shall, during regular working hours, be given unit members to participate in conferences, seminars, and workshops that are job-related, upon approval of the District. Unit members shall receive their regular pay for pre-approved

professional growth activities. Expenses for lodging and meals will be reimbursed per District policy.

BA/BS \$500.00 Stipend. *Ratified 5/25/2022*

MA/MS \$1000.00 Stipend. *Ratified 5/25/2022*

8.12 Mileage

Unit members who are required to use their automobile on District required business or training will be reimbursed for non-commute mileage at the current IRS rate.

8.13 Twelve Equal Salary Payments

Unit members who work less than twelve (12) months per year may elect to receive twelve (12) equal monthly payments of their annual salaries as follows:

8.13.1 For nine (9) month unit members, the District will withhold 25% of their regular monthly salary. The total amount withheld will be split into three (3) equal payments to be paid with regular payroll during the non-working months of the nine (9) month unit members electing this option.

8.13.2 For ten (10) month unit members, the District will withhold 16.67% of their regular monthly salary. The total amount withheld will be split into two (2) equal payments to be paid with regular payroll during the non-working months of the ten (10) month unit members electing this option.

8.13.3 For eleven (11) month unit members, the district will withhold 8.33% of their regular monthly salary. The total amount withheld will be paid with the regular payroll during the non-working month of the eleven (11) month unit members electing this option.

ARTICLE IX - HEALTH AND WELFARE BENEFITS

9.1 District Plans and Coverage

9.1.1 The District shall maintain an Internal Revenue Code (IRC) Article 125 Plan for use of bargaining unit members who have an assignment of at least twenty (20) hours per week.

9.1.2 See current district health cap amount in Appendix A.

9.1.3 A full-time unit member may cover his/her family in any District health insurance program through a payroll deduction. Any insurance costs exceeding the agreed upon premium cap will be paid at the unit member's sole expense.

9.1.4 A unit member who is absent due to prolonged illness, and who has exhausted his/her accumulated paid leaves, shall continue to receive health insurance for the actual period of illness not to exceed four (4) weeks following exhaustion of said leave.

9.2 Transition Coverage

- 9.2.1 Pursuant to Federal Law (COBRA) and not as a right provided by this Agreement, a unit member who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to eighteen (18) months.
- 9.2.2 In certain circumstances under COBRA, a unit member's spouse, former spouse, or dependent child may have the right to continued coverage for up to thirty-six (36) months.
- 9.2.3 All continued coverage under COBRA is at the sole cost of the unit member or other qualified individual. Continued coverage under COBRA may be subject to an administration fee.

9.3 Health and Welfare Benefits for Retired Unit members

- 9.3.1 Retiree Benefits: Unit members hired before January 1, 1984, shall remain eligible for health benefits and shall retain all rights and contributions to such benefits as agreed prior to the execution of this Agreement.
- 9.3.2 Retirement Contributions: The District will permit retirees who do not qualify for the early retirement provision of the Article to remain in the District-offered Health Plan of their choice. Such retirees will do so at their own expense. It is understood that they are eligible for such benefits provided payment is received in advance.

9.4 Negotiations Requirements

Nothing in this Article shall be construed to require the negotiations of the company with whom insurance is placed. It is, however, recognized that the level of coverage, types of benefits and form of premium rating are currently established by the Schools Insurance Group (SIG) and if demanded by the bargaining unit, will be negotiated as required by law.

ARTICLE X – HOLIDAYS

10.1 Holidays

All unit members, as part of the classified service, shall per Article 10.2, be entitled to the holidays listed in Article 10.5.2.

10.2 Eligibility

To be entitled to the holiday, a unit member must be in a paid status during any portion of the workday immediately preceding or succeeding the holiday or holiday period.

10.3 Sunday Holidays

When any of the holidays which the District authorizes falls on Sunday, all full-time and permanent part-time unit members shall be entitled to the Monday following as a holiday with pay.

10.4 Saturday Holidays

When any of the holidays which the District authorizes falls on Saturday, all full-time and permanent part-time unit members shall be entitled to the preceding Friday as a holiday with pay.

10.5 Holiday Schedule

10.5.1 Unit members per Article 10.2 shall receive twelve (12) paid holidays.

Ratified 5/25/2022

10.5.2 Independence Day Observance

- Labor Day
- Veteran's Day
- In Lieu of Admission Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day Observance
- Lincoln's Birthday
- President's Day
- Memorial Day
- Juneteenth (effective 2023)

And every day appointed by the President or the Governor of this state for a public fast, thanksgiving or holiday in accordance with the Education Code.

10.5.3 Any unit member entitled to a regular paid holiday as specified in this Article shall be paid compensation at the rate of time and one-half (1½) of his/her regular rate of pay in addition to their regular rate of pay for all hours worked on a regular paid holiday.

ARTICLE XI – VACATION

Eligibility – All unit members earn paid vacation except for service in substitute, temporary or overtime work, in addition to their regular assignment. Vacation benefits are earned on a fiscal year basis, July 1 through June 30.

11.1 Vacation Accrual

Vacation time accrued in any fiscal year must be taken by June 30 of the same fiscal year. Any vacation not taken by the employee will be cashed out effective June 30 of the same fiscal year. Employees who are 12-month unit members, will have the option to carry over up to a maximum of one year's accrual of vacation not to exceed twenty-four (24) days from one fiscal year to the following year provided they notify the district in writing by May 30.

- 11.1.1 Unit members working less than twelve (12) months per year shall receive their vacation as compensation equally distributed over the course of their work year as part of their regular monthly pay. Upon separation from service, any unearned, paid vacation shall be deducted from the final pay warrant.
- 11.1.2 Vacation leave shall accrue to the unit member following that month in which it is earned.
- 11.1.3 All unit members who have less than five (5) years service shall accrue vacation on a basis of one (1) day for each month the unit member is in paid status. For purposes of vacation accrual, a day is defined as one fifth ($\frac{1}{5}$) the number of hours regularly assigned weekly to a unit member's position. *Ratified 5/25/2022*
- 11.1.4 All unit members who have accrued five through ten (5-10) years of service shall accrue vacation on the basis of one and one-quarter (1.25) days for each month the unit member is in paid status, or a total of fifteen (15) paid days for twelve (12) months of service.
- 11.1.5 All unit members who have accrued eleven through nineteen (11-19) years of service shall accrue one and two-thirds (1.67) days for each month the unit member is in paid status, or a total of twenty (20) paid days for twelve (12) months of service.
- 11.1.6 All unit members who have accrued twenty (20) or more years of service shall accrue two (2) days of vacation for each month the unit member is in paid status, or a total of twenty-four (24) paid days for twelve (12) months of service.
- 11.1.7 All eligible unit members who work less than eight (8) hours per day and/or less than twelve (12) months per year shall accumulate vacation in a prorated amount based on a percentage of a full-time assignment.
- 11.1.8 Annual vacation allowance for twelve (12) month unit members must be accrued prior to taking it and may be scheduled at any time in accordance with this Article.
- 11.1.10 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
- 11.1.11 Paid vacation shall be granted on a pro rata basis at the end of the fiscal year to classified employees who were hired by the district after July 1 and before February 1 of the fiscal year, and whose employment does not terminate prior to the end of the spring school semester.

11.2 Payment on Termination

- 11.2.1 Eligible employees who have complied with the provisions of this section shall be paid in cash for any accrued vacation upon final termination of employment within the district.

11.3 Vacation Scheduling

11.3.1 Vacations are encouraged to be taken during the school vacation months, but may be taken at other times by mutual agreement between the employees and their direct supervisor. Vacation time must be requested in writing at least ten (10) business days preceding the planned vacation days. Modifications to the approved vacation schedule must be requested and approved by the direct supervisor at least five (5) days prior to the requested change. The direct supervisor will respond to any requests involving vacation within three (3) days of the employee request.

11.3.2 A unit member in the bargaining unit shall be permitted to interrupt or terminate vacation leave due to: (1) illness of the unit member or serious illness of the immediate family of the unit member, or (2) death of any member of unit member's immediate family.

ARTICLE XII - LEAVES

12.1 Definitions

12.1.1 "Paid Leave of Absence" means a unit member shall be entitled (a) to receive wages and fringe benefits, including but not limited to insurance benefits, (b) to return to the same position in the classification they held at the time he/she commences the paid leave of absence, and (c) all other rights and incidents of employment.

12.1.2 "Unpaid Leave of Absence" means that a unit member shall at the discretion of the Governing Board be entitled to the same benefits accorded unit members who are on paid leave, with the exception of their regular wages, accrual of leaves and vacation, and insurance and other fringe benefits except as otherwise specified in this Agreement. A unit member on an unpaid leave of absence shall have the right to return to the same or similar position in the classification they held upon commencing any unpaid leave of absence.

12.2 Bereavement Leave

12.2.1 A unit member shall be granted up to six (6) workdays with pay for bereavement leave of absence for the death of any member of his/her immediate family if one way trip travel is required of 250 miles or more. In all such instances, the point of destination shall be measured from the District office. In all other instances, a unit member shall be granted up to four (4) days of paid leave for the death of an immediate family member.

12.2.2 "Immediate Family" as used in this Agreement means the mother, father, grandmother, grandfather or grandchild of the unit member or the spouse of the unit member, and the spouse, the son, son-in-law, daughter, daughter-in-law, sister, or brother of the unit member, or any relative living in the unit member's immediate household. Verification may be required.

12.3 Jury Duty

12.3.1 A unit member shall be allowed such time off with pay as is required in connection with jury duty provided, however, that payment shall be made for such time off only upon presentation of a signed receipt showing actual days served on jury duty and remittance of full jury fees, or upon submittal of acceptable evidence that jury fees were waived (excepting mileage fees). Any unit member actually serving on a jury during their regularly scheduled hours, shall not be required to report to work after such service. This excludes unit members summoned for service, but not selected and subsequently released from jury duty.

Ratified 5/25/2022

12.3.2 Such unit member shall notify his/her supervisor immediately upon receiving notice of jury duty.

12.3.3 A unit member shall be allowed time off with pay to appear in court under subpoena for matters within his/her scope of employment. A unit member may be allowed time off with pay to appear in court under subpoena for matters that are not within his/her scope of employment at the discretion of the Superintendent or designee.

12.4 Sick Leave

12.4.1 Paid sick leave utilization shall be for absences which are caused by illness, injury, pregnancy/childbirth, or quarantine of the employee or immediate family member of the employee.

12.4.2 Sick leave shall be earned, for salary compensation purposes, at the rate of one (1) day for each calendar month of continuous full-time service, with an annual maximum of twelve (12) days for twelve (12) month unit members. As a result of effects bargaining, all custodians and grounds maintenance unit members employed by the District at the time of the full ratification of this Agreement, shall receive twelve (12) days of sick leave for an assigned work year of ten (10) months or more. All unit members hired to work in custodian or grounds maintenance positions thereafter will be subject to this Article. A part-time unit member shall be entitled to sick leave on a pro-rated basis.

12.4.3 At the beginning of each fiscal year, sick leave granted under this Article shall be credited to each unit member. Such leave may be taken at any time within the unit member's assigned work year. New unit members shall not be entitled to use more than six (6) days of sick leave until they have completed six (6) months of active service with the District.

12.4.4 All unused sick leave may be accumulated without limit. If not used, upon retirement, sick leave shall according to state law, convert to PERS service credit. Unused sick leave is not paid upon separation from service, however, should a unit member return to district employ within twelve (12) months of separation, his/her sick leave balance shall be restored.

12.4.5 In cases where a regular unit member resigns or otherwise leaves the service of the District after having used more sick leave days than may have been earned for any current year, as defined in Paragraph 12.4.2 above, plus any prior year

accumulations, a deduction shall be made from the final warrant of the salary or wages which may be due for each day of sick leave used and not earned.

- 12.4.6 For all sick leave absences the unit member shall verify the absence by submitting a completed and signed District absence form to his/her immediate supervisor. For absences which exceed five (5) consecutive work days, or in situations where the district has cause to believe the unit member is abusing sick leave, the unit member may also be required to give a statement in writing, signed or stamped by the attending physician or medical advisor, or a statement of verification of illness signed by the unit member certifying that the unit member was incapacitated and unable to perform his/her duties.
- 12.4.7 A unit member becoming aware of the need for absences due to surgery, pregnancy/childbirth shall submit a statement from his/her physician as far in advance of the initial disability date as possible. The physician's statement shall include the anticipated beginning date of disability, the cause of the disability, and the anticipated date of return to active service.
- 12.4.8 The District will, upon the request of a unit member who was employed for at least one calendar year by his/her former school employer, who was not terminated for cause, and who is employed by the District within one (1) school of his/her termination, transfer accumulated sick leave of the unit member from the school district of previous employment as long as the school district is in California.
- 12.4.9 Each unit member shall notify the District of his/her need to be absent as soon as such is known, so that substitute services may be secured as necessary. Whenever possible, the notification shall include an estimate of the expected duration of the absence.

12.5 Personal Necessity Leave

- 12.5.1 A unit member may request to take up to seven (7) days of earned sick leave per as per personal necessity leave. Three (3) of the seven (7) days can be requested without reasons stated. (Also see FMLA/CFRA leave provisions 12.10)
- 12.5.2 The purpose of this Article is to allow appropriate use of personal necessity leave. Acceptable usage is defined as use of personal necessity leave for:
- (a) Death of a member of the unit member's family
 - (b) Accident involving the unit member's person or property of the person or property of a member of the unit member's immediate family.
 - (c) Critical illness and/or surgery in the immediate family
 - (d) Parental Adoption leave-limited to two (2) days
 - (e) Paternity leave - limited to two (2) days
 - (f) Appearance in court as a litigant or as a witness under subpoena or any official order
 - (g) Religious leave - limited to two (2) days
 - (h) Necessary business leave, limited to two (2) days, for the purpose of conducting personal business which cannot be conducted after the school

day or on Saturday. Examples of business leave which may be authorized are as follows:

- one-time special occasions for members of the immediate family such as graduation, special honors, military, and marriage
- births in immediate family
- acts of God

Except for matters involving the serious injury of the unit member or the death or serious injury of the unit member's immediate family, or accident or similar emergency situations which may also involve the unit member's or the unit member's immediate family's property, the unit member must request in writing personal necessity leave from his/her immediate supervisor or his/her program director no less than forty-eight (48) hours prior to requesting leave. Every reasonable effort will be made to accommodate the request listed as a reason in and 12.5.1 and 12.5.2. The unit member must submit a completed absence form to his/her immediate supervisor the day of return to duty.

The Superintendent, at his/her discretion, may grant personal necessity leave, up to three (3) days per year, for reasons other than those specifically enumerated. The unit member must make an advance request for the necessary business leave to the Superintendent or his/her designee at least forty eight (48) hours in advance except in cases of emergency.

12.6 Leave for Pregnancy Disability

12.6.1 Any classified unit member of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery is entitled to use sick leave, extended sick leave, Federal/State Family Care and Medical leave, compensatory time off and/or vacation. The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. Pregnancy disability leave is subject to medical verification.

12.6.2 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery are, for all job-related purposes, temporary disabilities and shall be treated as such under health or temporary disability insurance or sick leave plan available in connection with employment by the District.

12.6.3 Except as provided herein, written employment policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

12.6.4 The leave will terminate upon a doctor's release stating the unit member may return to work.

12.7 Industrial Accident and Illness Leave

- 12.7.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the following provisions.
- 12.7.2 Any unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability from Workers' Compensation provided that:
- (a) The unit member is a permanent employee with the District; and
 - (b) The illness or injury is work connected.
- 12.7.3 Paid industrial accident leave shall be for not more than sixty (60) workdays in any one (1) fiscal year. Such leave shall be reduced by one day for each day of authorized absence, regardless of a compensation award made under workers' compensation. If industrial accident or illness leave overlaps into the next fiscal year, the unit member is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 12.7.4 If a unit member receives temporary disability checks from the Workers' Compensation carrier, he/she must sign and endorse the checks over to the District, and in turn, the District will issue the employee his/her normal wage and benefits for the first sixty (60) working days.
- 12.7.4.1 Alternatively, the unit member may cash the temporary disability check and the District may deduct the amount of the temporary disability amount as specified by the Workers' Compensation carrier. If this option is chosen, the District shall report the total amount of compensation to CalPERS for purposes of making proper retirement contributions and securing proper retirement credit.
 - 12.7.4.2 A unit member is prohibited from receiving any amount from Workers' Compensation and salary that is greater than normally received.
- 12.7.5 After the exhaustion of the sixty (60) days Industrial Leave, the District will convert any amount of the Workers' Compensation check into hours and only deduct the remaining sick leave hours by the amount necessary to equal the unit member's normal monthly gross salary.
- 12.7.6 After all paid sick leave has been exhausted following a paid industrial accident leave, a unit member may choose to receive pay from accrued vacation, earned compensatory time, or paid earned leave to the extent necessary to coordinate with and make up the unit member's regular salary when receiving a temporary disability allowance without penalties from the Workers' Compensation Insurance Fund.
- 12.7.7 After the expiration of all paid leave privileges, the District may place the unit member on leave without pay upon request of the unit member.

12.7.8 When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, and if the unit member is medically unable to return, the unit member's name shall be placed on the re-employment list for the classification from which he/she was on leave for a period not to exceed thirty-nine (39) months.

12.7.9 The sixty (60) days of Industrial Illness and Accident leave will terminate upon a doctor's release stating the unit member may return to work.

12.8 Medical Appointments

12.8.1 Bargaining unit members are encouraged to schedule medical and dental appointments during non-work hours. A unit member shall be allowed time off with pay for the purpose of medical or dental appointments. Such absence shall be deducted from sick or extended illness leave.

12.9 Extended Sick Leave

After a unit member has exhausted all paid leave, he/she shall receive his/her regular salary minus the amount actually paid to the substitute employed to fill the position. The unit member is entitled to extended sick leave for a period of five (5) months. Extended sick leave shall be exclusive of, and in addition to, any other paid leave, holidays, vacations or compensating time to which the unit member may be entitled. CSEA and the District agree to adhere to California Education Code 45196 for the purpose of implementing "Extended Illness Leave." *Ratified 5/25/2022*

12.10 Family Care and Medical Leave

The parties agree that family care and medical leave is extensively provided for in both state and federal law. In combination thereof, the contract, FMLA and CFRA laws provide at least the following:

12.10.1 Unit members who have completed a total of one (1) year of service with the District have the right to request an unpaid leave of absence for up to twelve (12) work weeks within a twelve (12) month period for the purpose of caring for a new baby, a newly-adopted child, or a newly-placed foster child or for a child, spouse, parent, or the unit member with a serious health condition.

12.10.2 Health insurance coverage shall be maintained by the District for the duration of the leave not to exceed twelve (12) work weeks in any twelve (12) month period. This twelve (12) month period shall coincide with the school year. Beyond the twelve (12) work weeks, while on approved leave, the unit member may continue his/her coverage by payment of the necessary premiums on a monthly basis.

12.10.3 There is no carryover of unused leave. Family Care and Medical Leave does not accumulate from year to year and is based on a 12 month school year.

12.10.4 Definitions

- 12.10.4.1 "Parent" means a biological or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child.
- 12.10.4.2 "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a unit member standing in loco parentis.
- 12.10.4.3 "Serious health condition" means illness, injury, impairment, or physical or mental condition of the unit member or a child, parent or spouse of the unit member that involves either (1) inpatient care in a hospital, hospice, or residential health care facility; or (2) continuing treatment or supervision by a health-care provider.
- 12.10.5 If both parents of a child who are entitled to Family Care and Medical Leave, and both parents are unit members of the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents Family Care and Medical Leave in excess of a combined total of twelve (12) work weeks.
- 12.10.6 Seniority Protection: Family Care and Medical Leave does not constitute a break in service for seniority or the District unit member benefit plan.
- 12.10.7 Family Care and Medical Leave is an unpaid leave of absence. A unit member is required to use appropriate paid leave set forth in this Agreement. When paid leave is exhausted, the balance of the Family Care and Medical Leave, if any, is unpaid. Any paid or unpaid leave entitled to be taken and taken for a reason that would also entitle the unit member to federal and state Family Care and Medical Leave shall, when applicable, run concurrent with the unit member's federal/state Family Care and Medical Leave entitlement.
- 12.10.8 Upon return from Family Care Leave, a unit member is entitled to return to the same position including the same work site unless the unit member is reassigned to another position on site or is transferred in accordance with Article 13. If position is no longer available, unit member shall be entitled to an equivalent position with equivalent benefits, pay, and other terms and—conditions of employment. The determination of whether a position is equivalent shall be based on established District policies and the Agreement.
- 12.10.9 To the extent not specifically covered under this Article, Family Care and Medical Leave shall be governed by the minimum unit member and employer rights contained in the federal Family and Medical Leave Act (29 U.S.C. Sections 2601 et seq.) and the California Family Rights Act (Cal. Government Code Section 12945.2).
- 12.10.10 The unit member shall give the District at least thirty (30) days written notice of his/her need for family care and medical leave. If the unit member learns of the leave fewer than thirty (30) days in advance, he/she shall provide such notice as soon as practicable.
- 12.11 Catastrophic Leave

All unit members will be allowed to participate in a Classified catastrophic leave program. CSEA will appoint a classified representative(s) to any and all committees currently operating or which may be formed to oversee the program. The current program allows a unit member to request donations of sick leave in the event of a catastrophic illness and the imminent exhaustion of all other paid leaves. Notice is sent to all unit members of the district and donations may be made within a specified donation period.

12.12 Military Leave

A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

ARTICLE XIII - POSITION VACANCIES

13.1 Posting of Notices

13.1.1 Notice of all job vacancies shall be posted on the bulletin boards in prominent locations or distributed at each work site for a period of five (5) working days. Additionally, the District shall send a copy of each notice to CSEA's Chapter President.

13.1.2 During the summer or during any leave of absence, a unit member may make written request for notification of job vacancies. The request must specify the classifications for which the unit member requests to receive vacancy notifications. The District shall provide notification of vacancies in the requested classifications to such unit members at the same time it posts notices at the work sites.

13.2 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 current assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the salary range and the deadline for filing to fill the vacancy.

13.3 Filing

Any unit member in the bargaining unit may file for a vacancy by submitting written notice to the Superintendent or designee within the filing period. Any unit member on leave or vacation may authorize his/her representative to file on the unit member's behalf. The unit member must be available to participate in the interview(s).

13.4 Response to Applications

By no later than five (5) working days after the end of the hiring process, the Superintendent or designee shall, following a written request, provide the basis for his/her decision to any bargaining unit applicant who did not receive an interview.

13.5 Unit Member Initiated Transfer Requests

A transfer is defined as a request to move to a position in the same job classification. Unit members may request a transfer to any position in the same classification, as follows:

13.5.1 For specified vacancies, the unit member shall submit a request for transfer during any period of posting of an available position in the unit member's classification. The unit member may submit further information and/or a resume.

13.5.2 The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the unit member in writing at any time prior to notification of transfer approval.

13.6 Consideration for Bargaining Unit Members

Any member of the classified bargaining unit who applies for a transfer, lateral transfer promotion, or demotion within the District shall be given first consideration in filling the vacancy provided she/he meets the minimum qualifications.

13.6.1 Seniority: Seniority for transfer requests shall be considered as follows: If all qualifications, including physical, educational, test scores, written evaluations, interview scores, attendance, bona fide best interest(s) of the District and experience are equal, of any equally qualified bargaining unit candidates, the unit member with the greatest seniority in the classification will be awarded the position.

13.6.2 Unit members Not Selected: A unit member who meets the minimum qualifications but who is not selected for any vacancy shall be provided, upon request, a written statement by the District providing the basis for its decision.

13.6.3 Promotion: A promotion is the selection of a unit member into a vacant position within any classification that has a higher salary range than the one currently occupied by the applicant. If all qualifications, including, physical, educational, test scores, interview scores, bona fide best interest(s) of the District and experience are equal between qualified internal candidate(s) and a qualified external candidate(s), an internal candidate will be awarded the position. Promoted unit members shall be placed on the salary step of their new, higher range that guarantees either a minimum of a 2.5%-increase in pay or shall be placed on the last step of the salary schedule in the higher classification.

13.7 Involuntary Transfers

A unit member may be transferred within his/her present classification to meet the needs of the District as stated in writing. Prior to affecting an involuntary transfer, the initiating

supervisor shall have a conference with the unit member to discuss and consider the District's and the unit member's preferences and needs. Except in emergency circumstances, a minimum of ten (10) working days notice is required for all involuntary transfers.

13.7.1 The District shall not transfer a unit member for punitive reasons.

ARTICLE XIV - LAYOFF AND RE-EMPLOYMENT

14.1 Layoffs

All District decisions to layoff shall comply with AB 438 in parity with procedural conditions for certificated staff. A layoff for the purpose of this Article shall be considered as an involuntary separation of a classified unit member due to lack of funds and/or lack of work. *Ratified 5/25/2022*

14.2 Order of Layoffs

14.2.1 The District shall ask for voluntary layoffs in the classification(s) subject to layoff concurrently with any resolution for involuntary layoffs. All substitutes or short term employees in any classification subject to layoff shall be laid off first.

14.2.2 The order of layoff shall be determined by seniority in the classification. The unit member who has been employed the shortest time in the classification, plus any equal or higher classification, shall be laid off first.

14.2.3 In the event unit members subject to layoff have the same seniority, any ties shall be broken first by total District seniority accumulated in every class worked as a probationary or permanent unit member, and secondly by lot.

14.3 Displacement (Bumping) Rights

14.3.1 A unit member who is laid off from a classification and who has previous service in an equal or lower classification shall have the right to bump a less senior unit member in those classifications. When a unit member is eligible to bump into an equal classification, the unit member must do so unless the unit member is no longer able to perform the essential functions of the job with or without reasonable accommodation. When the unit member is eligible to bump into more than one lower classification, the unit member shall bump into the highest classification. When the unit member is eligible to bump into two or more lower classifications that are equal to one another, the unit member shall bump into the classification in which he/she has the most prior service.

14.3.2 Seniority, for the purpose of determining bumping rights, shall include the total of the previous service as defined in Article 14.6, in the equal or lower classification being bumped into, plus service in the classification from which layoff occurs, and higher classifications.

14.3.3 Unit members may accept a voluntary demotion to a vacant position in a lower classification or placement in a vacancy in an equal classification, provided that

the unit member is qualified to perform the duties thereof and provided further that the District approves such reassignment. Such unit member shall maintain his/her reemployment rights as defined in this Article.

14.4 Notice of Layoff

- 14.4.1 When a layoff of classified unit members is anticipated, the District will notify CSEA of the proposed action as soon as is practicable.
- 14.4.2 Upon request, the District shall meet with CSEA to negotiate the effects of the proposed layoff.
- 14.4.3 Upon request, the District shall provide CSEA with a copy of the seniority lists for bargaining unit classifications.
- 14.4.4 A unit member subject to layoff and/or bumping may request a meeting with the Superintendent or his/her designee to review the unit member's placement on the seniority roster.
- 14.4.5 After action has been taken on a layoff by the District's Board of Trustees, a written notice of the layoff shall be given to affected unit members no less than forty-five (45) calendar days prior to the effective date of layoff. A copy of the notice shall be concurrently sent by mail to the President of CSEA's Foresthill Chapter #820 with a list of the unit members to whom notice was sent. Such notice shall indicate the layoff effective date and inform the unit member of his/her displacement rights, if any, and re-employment rights.
- 14.4.6 Laid off unit members have first right of refusal, by seniority, to substitute or work in short-term positions.
- 14.4.7 Any unit member who successfully challenges his /her layoff and is otherwise entitled to employment shall be re-employed immediately, and will be reimbursed for any compensation or benefits they would have received but for the layoff.

14.5 Re-employment Rights

- 14.5.1 Laid off unit members are eligible for re-employment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be re-employed in the reverse order of layoff as vacancies become available. When vacancies occur in other classifications, laid off unit members on a reemployment list who have made a written request for vacancy notices in specific classifications will be provided a copy of each such job vacancy notice and given the opportunity to apply. The written request for vacancy notices in other classifications must be renewed annually.
- 14.5.2 Unit members on a reemployment list who, at the time of layoff, took voluntary demotions in lieu of layoff shall be, at the unit member's option, returned to a position in their former classification as vacancies become available and for a period of sixty-three (63) months from the effective date of layoff. Unit members on a reemployment list who, at the time of layoff, took voluntary reductions in

assigned time in lieu of layoff shall be, at the unit member's option, returned to a position with increased assigned time in the classification in which the unit member voluntarily reduced assigned time, as vacancies become available and for a period of sixty-three (63) months from the effective date of layoff. These reemployment rights remain in effect until such time as the unit member is reemployed in their former classification with the same number of hours as they had prior to the layoff or until the full sixty-three (63) month period expires, whichever occurs first. Such unit member shall be ranked in accordance with their seniority on the re-employment list(s).

14.5.3 A unit member who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of opening(s) for which he/she is eligible. The notice shall be by first class mail to the last address of the unit member on record with the District.

14.5.4 The District may simultaneously send out notices of vacancy to more than one person on a reemployment list provided that a more junior person may be given the vacancy only when those with more seniority have declined or waived it, or have failed to respond to the notice within seven (7) calendar days of the mailing of the vacancy notice.

14.5.5 If a laid off unit member is reemployed from the reemployment list, seniority shall be reinstated with the same hire date as on the effective date of layoff. Salary and other rights and benefits where applicable, shall also be reinstated to the same levels as on the effective date of layoff. The unit member will receive any increase in compensation or benefits negotiated with the bargaining unit while the unit member was on the reemployment list that the unit member would have otherwise received. The reinstated unit member will receive any such salary and benefits non-retroactively.

14.6 Seniority

14.6.1 Seniority for the purpose of this Article shall mean date of hire. Date of hire shall mean the date hired as a probationary unit member in a classification, or, the earliest date of hire among equal classifications if the unit member has held positions in two or more equal classifications, or, the date a permanent unit member initially begins service in any new classification as a result of promotion.

14.6.2 No loss of seniority shall occur as a result of a unit member taking an approved unpaid leave of absence.

14.7 Sick Leave Hours

Sick leave hours earned and unused at the time of layoff shall be restored upon re-employment. Unused sick leave hours that have been transferred to another agency, and are then transferred back to the District, shall also be restored upon reemployment and transfer from the other agency.

14.8 Vacation and Compensatory Time

Vacation time pursuant to Article 11.2, Payment on Termination, of this Agreement and compensatory time earned and unused at the time of layoff, shall be computed and paid off with the final warrant due the unit member.

ARTICLE XV - DISCIPLINARY PROCEDURE

15.1 Disciplinary Procedure

15.1.1 Discipline shall be imposed on permanent unit members in the bargaining unit only for just cause. Disciplinary action includes, but is not limited to, dismissal, demotion, suspension.

15.1.2 No disciplinary action shall be taken for any cause which arose during the probationary period, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.

15.2 Causes for Discipline

In addition to any disqualifying or actionable cause otherwise provided for in law or written rules of the District, just cause for disciplinary action against a permanent classified unit member shall include:

15.2.1 Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records or any other District records.

15.2.2 Gross Inefficiency

15.2.3 Neglect of duty

15.2.4 Insubordination

15.2.5 Dishonesty

15.2.6 Drinking alcoholic beverages (or an intoxicant of any kind) while on duty, being under the influence of alcohol during work hours or in such close time proximity thereto as to cause any detrimental effect upon the unit member, upon unit members associated with him/her, or upon pupils or other members of the public, or furnishing alcohol to a minor.

15.2.7 Conviction for the use of a controlled substance (see Health & Welfare Code Section 11007, et seq.), possession of a controlled substance, or being under the influence of a controlled substance during working hours or in such close time proximity thereto as to cause any detrimental effect upon the unit member, upon unit members associated with him/her, or upon pupils or to other members of the public, or furnishing a controlled substance to a minor.

- 15.2.8 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 unit member's ability to perform the duties and responsibilities of his/her position.
- 15.2.9 Discourteous treatment of the public, pupils or other unit members.
- 15.2.10 Improper political activity as strictly defined by the federal and state law.
- 15.2.11 Misuse of District property.
- 15.2.12 Failure to possess or keep in effect any license, certificate or other similar requirement specified in the unit member's class specification or otherwise necessary for the unit member to perform the duties of his/her position.
- 15.2.13 Refusal of a unit member to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- 15.2.14 Incompetence in the performance of regular duties.
- 15.2.15 Absence without leave.
- 15.2.16 Immoral conduct as defined by law.
- 15.2.17 Willful disobedience.
- 15.2.18 A physical or mental disability which precludes the unit member from the proper performance of his/her regular duties and responsibilities as determined by competent medical authority chosen by the unit member, except as otherwise provided by contract or by law regulating the disability or retirement of unit members.
- 15.2.19 Unlawful discrimination, including harassment, on the basis of race, religion, creed, color, national origin, ancestry, physical handicap, marital status, gender or age against the public, students, or other unit members while acting in the capacity of a district employee.
- 15.2.20 Unlawful retaliation against any other district officer or unit member, student, or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

15.3 Notice of Disciplinary Action

- 15.3.1 Proposed Recommendation: A notice of proposed disciplinary action shall be written in ordinary and concise language and served in person or by certified mail at the unit member's last known address. The Notice shall contain:

- 15.3.1.1 The specific act(s) or omission(s) upon which the disciplinary action is based.
 - 15.3.1.2 A statement of the cause for the action taken.
 - 15.3.1.3 Any specific cause, rule or regulation of the District or Education Code the unit member is claimed to have violated.
 - 15.3.1.4 Notice of the unit member's opportunity to respond either orally and/or in writing to the Superintendent. Any response made by the unit member shall be considered prior to issuing any final recommendation and order.
 - 15.3.1.5 The District shall afford the unit member an opportunity for the unit member to meet with the Superintendent and respond orally and/or in writing to the proposed disciplinary action. The unit member shall be entitled to CSEA representation at any pre-disciplinary meeting. This meeting shall occur within ten (10) working days of receipt of the proposed disciplinary action unless CSEA's chosen representative or the Superintendent are unable to schedule the meeting within that time frame, in which case the meeting shall occur no later than fifteen (15) working days from the receipt of the proposed disciplinary action unless mutually agreed to by the parties.
- 15.3.2 Notice of Final Recommendation: The unit member shall be given written notice of the final recommendation of disciplinary action, including (if applicable) being placed on paid administrative leave. The notice shall include, at a minimum, all items included in 15.3.1 above. The notice shall also include the following:
- 15.3.2.1 A unit member is given an opportunity to deny the charges and to request an appeal, within five (5) working days.
- 15.3.3 Amended/Supplemental Charges: At any time before a unit member's appeal is finally submitted to the Board or to a hearing officer for decision, the District may, with the consent of the Board or hearing officer, serve on the unit member and file with the Board an amended or supplemental recommendation of personnel action. If the amended or supplemental recommendation presents new causes or allegations, the unit member and his/her representative shall be afforded sufficient time to adequately prepare an adequate defense. With agreement of the unit member, the amended/supplemental charges may be consolidated with the original charges and heard at the appeal level detailed in Article 15.6 of this Agreement. Absent such agreement, the amended/supplemental charges are subject to the pre-hearing administrative review in accordance with this Article and the District may hold the original charges at the appeal level for consolidation with the amended/supplemental charges upon the final Notice of recommended discipline on the amended supplemental charges.

15.4 Appeal of Final Notice of Proposed Discipline

- 15.4.1 A notice of appeal is filed only by delivering the notice of appeal to the Superintendent or designee during the normal work hours of that office. A notice of appeal may be mailed or faxed but must be received or postmarked no later than the time limit stated herein.
- 15.4.2 If the unit member fails to file a notice of appeal within the time specified in these rules, the unit member shall be deemed to have waived his/her right to appeal, and the discipline shall be imposed.

15.5 Interim Action

- 15.5.1 Where it has been determined that a recommendation of disciplinary action may be made against a permanent classified unit member, or must be investigated, the District may take interim action if continuation of the unit member in active status would result in an unreasonable risk of harm or foster disharmony, interfere with the investigation, or create an impediment to the efficient operation of the District. In such cases, the Superintendent or designee may place the unit member on paid administrative leave pending the Notice of Final Recommendation pursuant to Article 15.3, Notice of Disciplinary Action.
- 15.5.2 If the Superintendent or designee determines that a permanent classified unit member should be recommended for dismissal and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the unit member immediately suspended from duty without pay in conjunction with the recommendation of dismissal. The suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary.

The suspension order shall be served upon the unit member either personally or by registered or certified mail, return receipt requested. Except in emergency situations where the unit member must be removed from the premises immediately, the Superintendent or designee shall give the unit member written notice of the proposed recommendation of dismissal and immediate suspension without pay at least five (5) calendar work days prior to the effective date of any order of immediate suspension without pay issued in conjunction with a recommendation for dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based and the unit member's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued. The unit member shall have the right to appeal both the recommendation of immediate suspension without pay and dismissal.

15.6 Hearing Procedures

- 15.6.1 The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or, if applicable, the hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and

place of the hearing. The unit member shall be entitled to appear personally, produce evidence, and have counsel. The unit member shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The District may also be represented by counsel, and the Board may utilize the services of separate counsel to make procedural and evidentiary decisions during the hearing. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the Board 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.

- 15.6.2 All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or reject in whole or in part, the recommended personnel action.
- 15.6.3 If conducted by a hearing officer, he/she shall prepare a proposed decision in such form that it may be adopted by the Governing Board as the decision in the case. A copy of the proposed decision shall be received and filed with the Board and furnished to each party within ten (10) calendar days before the Board meeting. Either party may respond in writing to the decision at least five (5) calendar days before the Board meeting.
- The Board may:
- (a) Adopt the proposed decision in its entirety.
 - (b) Reduce the disciplinary action set forth therein and adopt the balance of the proposed decision.
 - (c) Reject a proposed reduction in disciplinary action, approve the disciplinary action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
 - (d) Reject the proposed decision in its entirety.
- 15.6.4 If the Governing 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 reassigned to a hearing officer, she/he shall prepare a proposed decision as provided in 15.6.3 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 within ten (10) days after the proposed decision is received by the District.
- 15.6.5 In arriving at a decision or a proposed decision on the propriety of the proposed disciplinary action, the Governing Board or the hearing officer may consider the records of any prior disciplinary action proceedings against the unit member in which a disciplinary action was ultimately sustained and any records contained in the unit member's personnel file if such records were introduced into evidence at

the hearing.

15.7 Hearing Decision

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them. The decision of the Governing Board shall be certified to the District for enforcement and/or implementation. A copy of the decision shall be delivered to the appellant and his/her designated representative personally or by registered mail. The decision of the Governing Board shall be final.

15.8 Judicial Review

Nothing in the above procedures shall preclude any existing right of a unit member to seek judicial review.

ARTICLE XVI - NEGOTIATIONS PROCEDURE

16.1 Release Time

Negotiations will be mutually scheduled by the parties to this Agreement. Up to three (3) CSEA members chosen by CSEA may serve on CSEA's negotiating team. CSEA negotiation team members shall be released from duty with pay for negotiation sessions. Up to three (3) unit members may be released from their assigned duties on the day of scheduled negotiations for the purpose of preparing for negotiations.

ARTICLE XVII – DURATION

17.1 Term

The new term of this agreement shall begin on or after July 1, 2021 and continue through June 30, 2024.

17.2 Re-opener Provisions

For the 2022-2023 school year, the parties agree to reopen Article VIII Salary; Article IX Health and Welfare Benefits; plus two (2) additional articles of each party's choosing.
Ratified 5/25/2022

ARTICLE XVIII – SAVINGS

18.1 Savings Clause

If any provision of this Agreement should be held invalid by operation of law, by the final judgment of any court of competent jurisdiction, by federal or state statute, or by a decision of the Public Employment Relations Board, the remainder of this Agreement shall not be affected thereby.

18.2 Renegotiation

In the event invalidation of any provision of this Agreement occurs as stated above, and upon request by either party, the parties agree to meet and negotiate such invalidation as soon as possible.

ARTICLE XIX: COMPLETION OF NEGOTIATIONS

Except as mutually agreed by the parties, during the term of this Agreement, CSEA and the District expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement, or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

Signed:



Superintendent
For the District

8/24/2022
Date



Chapter 820 President
For the Association

8/24/2022
Date

Original Agreement Date: 9/14/2004
Revision Date: 11/08/2005
Revision Date: 4/4/2006
Revision Date: 3/16/2007
Revision Date: 1/27/2010
Revision Date: 4/9/2013 Article(s) 8.1/12.4.6
Revision Date: 5/13/2013 Article(s) 12.4.1/12.10.4.2 (from 4/6/11 Agreement)
Revision Date: 11/20/2013 Article(s) 8.1.1/9.1.2
Revision Date: 4/10/2015 Article(s) 8.1.1/9.1.2 /17.2
Revision Date: 7/2019
Revision Date: 5/25/2022

Appendix A:

**See attached salary schedule and
Health & Welfare Cap information**

APPENDIX A:

	1	2	3	4	5	6	7	8	9	10
A Campus Supervisor/Crossing Guard/Cafeteria	\$15.75	\$15.86	\$16.03	\$16.70	\$17.35	\$17.54	\$17.69	\$17.89	\$18.06	\$18.25
B TA/Library Clerk/Office Clerk	\$15.98	\$16.62	\$17.29	\$17.98	\$18.70	\$18.88	\$19.09	\$19.26	\$19.46	\$19.67
C SPED Para Educator/Van Driver/CMI	\$16.61	\$17.28	\$17.96	\$18.67	\$19.44	\$19.61	\$19.81	\$20.01	\$20.21	\$20.41
D Computer Specialist	\$17.91	\$18.63	\$19.37	\$20.14	\$20.95	\$21.17	\$21.38	\$21.59	\$21.80	\$22.02
E CMIII	\$19.91	\$20.70	\$21.54	\$22.40	\$23.30	\$23.50	\$23.76	\$24.01	\$24.22	\$24.48
F Van Lead/Lead Cafeteria	\$20.33	\$21.13	\$21.98	\$22.86	\$23.77	\$24.02	\$24.23	\$24.49	\$24.74	\$24.98
G School Secretary	\$20.67	\$21.51	\$22.34	\$23.26	\$24.17	\$24.43	\$24.64	\$24.92	\$25.17	\$25.40
H Human Resource & Business Services Specialist	\$23.26	\$24.17	\$25.16	\$26.16	\$27.18	\$27.47	\$27.75	\$28.01	\$28.29	\$28.59
I M&O Lead	\$24.45	\$25.65	\$26.57	\$27.62	\$28.73	\$29.01	\$29.31	\$29.60	\$29.90	\$30.19

District Contribution to Health & Welfare Cap: Amounts based on 1.0 FTE/12 month employee
 2021-2022: Cap increased to \$7,709.40/year

Raise History Summary:
 2021-2022:
 Squaring due to minimum wage increases & 5% or more raise with cut-off at Step 10.