

AGREEMENT BETWEEN
RED BLUFF JOINT UNION HIGH SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
RED BLUFF UNION HIGH SCHOOL CHAPTER #354
November 1, 2017 – October 31, 2020

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ARTICLE 1
AGREEMENT

This AGREEMENT, made and entered into this 1st day of November 1, 2017, by and between the Red Bluff Joint Union High School District, (hereinafter referred to as "District,") and the California School Employees' Association and its Red Bluff High School Chapter #354 regarded as a single employee organization (hereinafter referred to as "Association").

WITNESSETH that:

WHEREAS, the parties hereto desire to comply with Sections 3540 et seq. of Chapter 7.7, Division 4, Title 1 of the Government Code of the State of California.

NOW, THEREFOR, the parties hereto do agree as follows:

ARTICLE 2
RECOGNITION

2.1 The District recognizes the Association as the exclusive representative for all classified employees holding a classification listed on Appendix A, attached hereto. All newly created classified classifications, except supervisory, confidential, or management classifications shall be covered by this Agreement. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution.

2.2 The provisions of this Agreement, hereinafter set forth shall apply only to those District employees holding a classification listed on Appendix A, attached hereto.

2.3 The Association recognizes the District Superintendent or designee as the representative of the District on matters within the scope of the Educational Employment Relations Act. Accordingly, the Association shall address all communications (written or oral) concerning employer-employee relations, including requests for information, to the Superintendent or designee.

2.4 Notices required by this Agreement (including, but not limited to Memorandums of Agreement, notices of reclassifications, and notices of new hires) or by law shall be in writing and delivered personally or by United States mail (certified if required by law) sent to the last known address of the Association Chapter President and the designated Association Field Representative.

2.5 Joint Association/Management meetings, (Employer Employee Relations Committee) shall be held at least three times a year, or more often as agreed upon by the Association and management. The purpose of these meetings shall be to promote harmony and efficiency and to improve communications between employees and all levels of management. The meeting agenda shall be determined by those in attendance and there shall be no restrictions on the subject matter, provided the meetings shall not substitute for normal grievance procedures nor for formal negotiations between the parties.

Those in attendance shall consist of members appointed by the Association's Chapter President and the District's Administrative Representatives as designated by the Superintendent. The Association's Exclusive Representative may also attend. The meeting shall be summarized in written minutes. Except that the provisions of this Section shall be observed, the meetings shall be self-organizing.

ARTICLE 3
CONTINUITY OF SERVICE

The duties performed by District employees pertain to and are essential to the operation of a school and the welfare of the public dependent thereon. Therefore, during the term of this Agreement, employees shall not partially or totally abstain from the performance of their duties for the District. The Association shall not call upon or authorize employees individually or collectively to engage in such activities and shall make a reasonable effort to dissuade employees from engaging in such activities. Those employees who do individually or collectively, partially or totally, abstain from the performance of their duties for the District shall be subject to disciplinary action up to and including discharge from employment. The District agrees that there will be no lockout of the Association of members of the unit during the life of this Agreement.

ARTICLE 4
ORGANIZATIONAL SECURITY

4.1 As the exclusive representative, the Association shall have the sole right to have its membership dues and representation fees deducted by the District from the payroll warrants for employees in the bargaining unit. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payment, savings bonds, and charitable donations in addition to other plans or programs approved by both the Association and the District. The District shall pay to the designated payee within twenty (20) days of the deduction all sums so deducted.

4.2 The District shall deduct Association dues in accordance with the dues and representation fee schedule, attached hereto and marked Appendix C, from the wages of all employees who, after the date of execution of this Agreement, are or become members of the Association and have submitted to the District a dues authorization form. The Association will provide the District with any changes in Appendix C of the Agreement, said changes shall thereupon become part of this Agreement.

4.3 Agency Shop

4.3.1 Employees who are or become members of Chapter 354 of the Association on or after January 1, 1981, shall, as a condition of continued employment, maintain their membership in the Association.

4.3.2 Within thirty (30) calendar days following employment, employees hired on or after January 1, 1981, shall as a condition of continued employment either become a member of the Association or pay a representation fee to the Association. Said representation fee shall not exceed the amount of the periodic dues of the Association.

4.3.3 Nothing contained herein shall prohibit an employee from paying dues or representation fees directly to the Association if the employee does not authorize payroll deduction.

4.3.4 In the event unit members shall not pay such fee directly to the Association, or authorize payment through payroll deduction, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061. There shall be no charge to the Association for such mandatory service fee deduction or regular dues deductions.

4.3.5 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in or pay service fees to the Association as a condition of employment. However, such employee shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following nonreligious, nonlabor organization, charitable

funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- a. CSEA Chapter #354 Scholarship Fund
- b. District Community Scholarship Fund
- c. CSEA Disaster Relief Fund
- d. Any other such charity jointly approved by the District and the Association.

4.3.6 Any employee claiming this religious exemption must file a written request for exemption with the Association. If the request is granted, the employee shall, as a condition of continued exemption from the requirement of paying a service fee to the Association, furnish the Association with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

4.3.7 In the event an employee revokes a dues or representation fee salary deduction authorization, the District shall immediately counsel said employee and notify the Association, which shall be solely responsible to ensure said employee complies with the provision of this Article.

4.3.8 The Association shall indemnify and hold the District harmless from any and all claims, demands, suits, or any other actions arising from the organizational security provisions contained herein and shall pay promptly for the costs resulting therefrom.

4.3.9 The organizational security provisions of this Agreement shall be subject to renegotiation upon the termination of this Agreement.

4.3.10 The provisions of this Article shall be applied consistent with applicable law and rules and regulations of the Public Employment Relations Board.

4.4 As part of the orientation of new employees, the District will explain the role of the Association as exclusive representative. That explanation shall include a presentation of the obligation of the Association to represent all members of the unit. The Supervisor of each new employee will provide the opportunity for that employee to receive an orientation by the appropriate job representative during the first full week on the job.

4.5 Neither the District nor the Association shall impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or lack of membership in the Association.

ARTICLE 5
ASSOCIATION RIGHTS

5.1 The Association will be permitted to use, without charge, institutional bulletin boards, mailboxes, and use of the school mail system and other District means of communication for the posting or transmission of information or notices concerning Association matters.

5.2 The District, upon request, will make available at cost, standard school supplies to the Association. Requests will be recognized if they are in writing and signed by an authorized representative of the Association.

5.3 The Association may use District equipment and facilities at no cost under the following conditions:

- (a) Use shall only be allowed by employees qualified to use said equipment.
- (b) Use may take place during the non-duty hours of the user.
- (c) Use shall not interfere with work of other employees.
- (d) There are no identifiable costs involved with said use – e.g., standby labor, copier fees.
- (e) The Association shall file use of facilities/equipment form according to District rules for such use, and shall assume liability for such use.

5.4 Association representatives, as designated by the Association Chapter President, shall be entitled to a reasonable amount of release time for attending meetings and negotiating sessions, PERB proceedings, processing of grievances, employee insurance matters, trainings, and up to two (2) designees to attend the annual Association State Conference (pursuant to the Agreement between the parties). Employees utilizing such release time must secure the approval of the Chapter President, must request approval of the supervisor at least 24 hours in advance (unless otherwise approved by the Superintendent or designee in the case of an emergency), and complete the District leave form.

5.5 Prior to the final printing, the District shall provide a draft copy of the contract for the review and signed approval of each Association negotiating team member. Within sixty (60) days of execution of this contract, the District shall post the current contract on the District website and upon request, duplicate and provide, without charge, a copy of the Agreement to every employee in the bargaining unit. Upon request unit employees shall be provided by the District without charge, a copy of any written changes agreed to by the parties during the life of this Agreement.

5.6 The District shall not illegally discriminate against any employee on the basis of race, creed, age, sex, national origin, political affiliation, domicile, marital status, physical handicap, membership in an employee organization, or participation in the activities of an employee organization.

ARTICLE 6
DISTRICT RIGHTS

6.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.

6.2 The District's exercise of its powers, rights, authority, duties, and responsibilities; 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 the law.

6.3 It is also agreed and understood that no grievance shall be filed on the basis of an alleged violation of this Article.

ARTICLE 7
GRIEVANCE PROCEDURE

7.1 Definitions

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

7.1.2 A "grievant" is an employee covered by terms of this Agreement or the Association.

7.1.3 A "day" is any day in which the District's central administrative office is open for business.

7.1.4 The "immediate supervisor" is the employee's direct supervisor having immediate jurisdiction over the grievant who has been designated by the District to address grievances at the lowest level.

7.2 Informal Level

Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance, or when the grievant should reasonably have known of the occurrence, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.

7.3 Formal Level

7.3.1 Level I

If not satisfied with the disposition of the informal conference, the grievant may present the grievance in writing to the immediate supervisor within ten (10) days of the decision at the informal level.

The grievance shall indicate the contract provision alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

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

7.3.2 Level II

If not satisfied with the decision of Level I, the grievant may, within ten (10) days of the Level I decision, appeal in writing to the next level supervisor or designee. This appeal shall include a copy of the original grievance and the decisions rendered. The supervisor or designee shall communicate his/her decision to the grievant within ten (10) days. If the supervisor or designee does not respond within

the time limits provided, the grievant may appeal to the next level. In the event no Level II supervision exists, this level shall be bypassed.

7.3.3 Level III

If the grievant is not satisfied with the decision at Level II, he/she may within ten (10) days, appeal the decision in writing to the Superintendent or designee. This statement shall include a copy of the original grievance and appeal the decisions rendered. The Superintendent or designee shall communicate his/her decision to the grievant within ten (10) days of the appeal. If the Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level. In the event the Superintendent is the immediate supervisor who processed the grievance at Levels I or II, this level shall be bypassed.

7.3.4 Level IV - Fact-Finding

If not satisfied with the decision at Level III, the grievant may submit the grievance to a joint Fact-Finding Committee by filing a written request with the Superintendent within five (5) days of the Level III decision.

The Fact-Finding Committee shall consist of one person appointed by the Superintendent and one person appointed by the Association President. Both of these appointees must have completed formal training in the interest-based problem solving process.

The Fact-Finding Committee shall meet with the grievant and other involved parties and gather facts concerning the grievance, as the Committee deems appropriate. The work of the Committee shall be informal, based on the principles of interest-based employer-employee relations, and designed to facilitate a resolution of the grievance which is acceptable to the parties.

Within ten (10) days of its formulation, the Committee will provide the parties with its written findings and recommended resolution of the grievance. This report of the Committee shall be advisory to the parties, and shall not be final and binding.

7.3.5 Level V - Mediation

If not satisfied with the decision at Level IV, the grievant, within ten (10) days of the Level IV decision, may request the Association to submit the grievance to mediation.

The Association, by written request to the Superintendent or designee within ten (10) days of the above request of the grievant, may submit the grievance to mediation.

The District shall thereupon secure the services of a mediator from the California State Mediation and Conciliation Service.

During the pendency of mediation, the time lines for further processing of grievances shall be stayed.

7.3.6 Level VI - Arbitration

If not satisfied with the decision at Level IV (or if Level V is not successful), the grievant within ten (10) days of Level IV decision, (or within ten (10) days of conclusion of Level V) may request in writing that the Association submit the grievance to arbitration.

The Association by written notice to the Superintendent or designee within ten (10) days of the above request of the grievant may submit the grievance to arbitration.

The Association and the District shall by mutual agreement select an arbitrator. If no agreement can be reached within five (5) days of the above request of the Association, the parties shall request the California State Conciliation Service to supply a list of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The order of striking shall be determined by lot.

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 discussion with the parties and by referring to the written grievance and the answers thereto at each step. It is agreed and understood that neither party may raise a new issue which was not discussed in previous levels.

If any question arises regarding the ability to arbitrate a grievance, the arbitrator shall make a determination on this issue prior to hearing the merits of the grievance, unless the arbitrator determines otherwise.

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

The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall the arbitrator be empowered to render a decision on issue(s) not before the arbitrator. The arbitrator shall also be without power or authority to make any decision which requires the commission of an act prohibited by law.

The fees and expenses of the arbitrator shall be borne equally by the District and the Association. Concerning transcripts, the cost shall be borne equally by the parties if the transcript is requested by both parties, or the arbitrator. If the transcript is requested by only one party, that party shall incur the expense. All other expenses shall be borne by the party incurring them.

The findings and award of the arbitrator shall be final and binding, subject to established right of judicial review.

7.4 General Provisions

7.4.1 The Association shall notify the District in writing of its unit representatives (Officers and Stewards) within twenty (20) days after the execution of this contract. Any changes in that list shall also be made in writing. These representatives, if requested by a unit employee shall be given reasonable release time for the purpose of attending informal or formal grievance meetings between unit employees and the supervisors. The request for such representation shall be made by each unit employee to his/her supervisor who, in turn, shall notify the supervisor of the representative. The supervisor of the representative shall notify and give permission to the representative to attend such grievance meeting(s). These meetings shall be scheduled to be the least disruptive to the work of the District.

7.4.2 A decision rendered at any step in these procedures becomes final unless appealed within the time limits specified.

7.4.3 Time limits given in these procedures may be modified by written agreement of the parties involved.

7.4.4 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 through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance. This provision may be waived by all parties concerned.

7.4.5 Any employee may present grievances in accordance with this Article without intervention of the Association, so long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the final resolution of the grievance until the Association has been given an opportunity to file a response.

7.4.6 The grievant has the right of representation by the Association at all levels of the grievance procedure.

7.4.7 All documents arising from the processing of a grievance shall be filed separately from any employee's personnel file.

ARTICLE 8
HOURS AND OVERTIME

8.1 Work Week and Work Day

8.1.1 Effective July 1, 2002, the paid days for unit members employed on a twelve-month basis shall total 260 during each fiscal year of service. During any fiscal year, if the paid days (including workdays, paid leaves, vacation and holidays) exceed 260, the excess number of days shall be designated as recess days (unpaid non-workdays). In each fiscal year, the appropriate number of days shall be so designated and scheduled with the prior approval of the supervisor. In the event this number of days has not been observed prior to June 28 (or the prior business day is June 28 is not a business day), the supervisor shall designate such unpaid non-workdays prior to the end of the fiscal year.

8.1.1.1 Full-time employment within this representation unit consists of a forty, (40) hour workweek rendered in units of eight (8) hours. The workweek shall consist of up to five (5) consecutive workdays for all employees rendering service averaging four (4) hours or more per day during the workweek. Except by mutual agreement of the supervisor and the employee, the normal workweek shall be Monday through Friday for unit members employed prior to September 1, 1989. The agreement between the employee and supervisor modifying the Monday to Friday workweek shall include the time period for such modification. Unit members hired after September 1, 1989, shall be employed by the District for up to a five, (5) consecutive day workweek Monday through Saturday. The workweek for unit members hired after September 1, 1989, may also be subsequently modified by the District to a workweek of up to five (5) consecutive days Monday through Saturday, provided the District notifies the employee at least forty-eight (48) hours in advance of such change. Prior to the assignment of unit members hired after September 1, 1989, to a workweek of other than Monday to Friday, the District shall announce this opportunity so that those interested employees with greater District seniority may be considered.

8.1.2 The workday and workweek for all unit members shall be established and fixed by the District, consistent with Section 8.1.1.

8.1.3 The District retains the right to extend the regular workday or workweek of employees, with appropriate compensation, when it deems it necessary to carry out the District's business.

8.1.4 Part-time employees who work a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more, shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 45136 of the Education Code. Those additional hours shall be offered to qualified employees in the appropriate assignment based on seniority and scheduling needs of the additional work.

8.2 Meal Period

A non-compensated meal period between thirty (30) to sixty (60) minutes shall be provided all unit members who render service of at least six (6) consecutive hours. The length of the meal period shall be determined by the supervisor. The supervisor shall assign the meal period to be taken as soon after the conclusion of four (4) hours of service as possible. The meal period shall be uninterrupted except in the event of an emergency. For the purpose of this section, an "emergency" is defined as an event which potentially involves injury to a person or damage to property.

Notwithstanding the above paragraph, unit members assigned to the food service department) shall be entitled to a free adult meal.

8.3 Rest Periods

A fifteen (15) minute compensated rest period shall be provided unit members for each four (4) consecutive hour period of service. This rest period should be taken at the direction of the supervisor at or near the midpoint of each four (4) consecutive hour period of service.

8.4 Overtime Compensation

It is the policy of the Red Bluff Joint Union High School District to properly compensate classified employees for required services provided. Accordingly, employees shall not perform services beyond the normal assigned work hours without the knowledge and approval of the supervisor.

8.4.1 In accordance with the Federal Fair Labor Standards Act, overtime compensation shall be provided employees who are directed and authorized by their immediate supervisor to work in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in any work week.

8.4.2 Unit members directed and authorized by the immediate supervisor and who provide service to the District for five (5) consecutive work days averaging four (4) hours or more per day shall be provided overtime compensation on the sixth (6th) and seventh (7th) day following the commencement of the work week.

8.4.3 Unit members directed and authorized by the immediate supervisor and whose average work day is less than four (4) hours shall be provided overtime compensation on the seventh (7th) day following commencement of the work week.

8.4.4 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee.

8.4.5 In cases of overtime worked, as provided above, employees shall be paid at a rate of one-and-a-half times their regular salary or granted compensatory time off at the rate of one-and-a-half times the overtime worked.

Employees authorized by the District to take compensatory time off, in lieu of cash compensation for authorized overtime shall take the compensatory time off, as approved by the District, within twelve (12) calendar months in which the overtime service was earned. If the District determines that the employee is unable to take the time, the employee may be compensated in the form of pay at the end of the fiscal year or may carry over said compensatory time to the next fiscal year upon agreement between the District and the employee.

8.4.6 It is the intent of the parties that available overtime and/or extra time which is performable by all members of a department shall be rotated as equitably as practicable. Management shall offer available non emergency overtime among all qualified employees in the same job classification on a rotating basis, based upon seniority.

8.4.7 An employee required to work on paid holidays designated in this Agreement shall be compensated at a rate of one-and-a-half times their regular salary plus the holiday pay. The net effect is that employees will receive two-and-a-half times their regular rate of pay for the time worked on said holiday.

8.5 Additional Compensation

8.5.1 An employee assigned by the District as Lead Food Service worker shall be paid an additional 7.5% for such assignment. Such assignment shall be applicable only when the Food Service Director is out of the District.

8.5.2 Effective July 1, 2007 employees assigned responsibility by the District as a night crew chief shall be paid an additional 7.5% of straight time hours in this classification for each month of such assignment in which the employee works at least one-half of the work days.

8.5.3 An employee assigned by the District as a Delegated Behind-the-Wheel Trainer shall be paid an additional 7.5% of straight time hours in this assignment.

8.6 Shift Differential Premium

8.6.1 Effective July 1, 2012, in addition to the employee's regular wage, a shift differential premium of 2.5% shall be paid to any employee who is regularly assigned to begin work during the swing shift.

8.6.2 In addition to the employee's regular wage, a shift differential premium of 7.5% shall be paid to any employee whose shift is regularly assigned beyond midnight.

8.6.3 Employees eligible for this premium for a period of at least one week before and one week after school recess, other than the summer recess, shall receive that premium for each such recess.

8.6.4 The shift differential premium shall be allowed for vacation leaves if the employee has been eligible for said premium for at least 75% of assigned time during the preceding six (6) months, excluding summer recess.

8.6.5 The shift differential premium will not be allowed for the period of the summer recess.

8.7 Split Shift Differential

Unit members shall be paid an additional 2.5% of the normal hourly rate of pay for the regularly established hours of employment, subject to the following conditions:

8.7.1 Such stipend shall be paid to employees who have regularly scheduled uncompensated break between District work assignments of at least two (2) hours per day.

8.7.2 Such stipend shall be paid each month during which the employee works at least one-half of the scheduled workdays.

8.8 Call-Back

Full-time unit members authorized to work by the immediate supervisor more than one (1) hour before normal working hours, on a work day after normal working hours, or on a day not scheduled to be worked, shall receive at least two (2) hours of compensation at the overtime rate, as specified above. This provision shall not apply to any employee who is assigned, prior to leaving work, to work beyond the normal work day, and shall not apply to an employee during the period he/she is receiving additional compensation under this provision.

ARTICLE 9
BUS DRIVER PROVISIONS

9.1 Except in the event of a layoff or except as provided herein, the established regular hours of employment of bus drivers shall be maintained. Within these established hours of employment, the District may assign drivers to bus driving duties and other non-driving duties within the transportation department.

In the event of a vacancy of a bus driver position, the District shall offer the opportunity for increased hours of employment to current drivers on the basis of seniority, to the extent permitted by the practicality of such considerations as employee residence as related to routes and driver ability, within a total District work assignment not exceeding eight (8) hours.

New hires for a bus driver position shall be paid at School Bus Driver I (Salary Range 17) for their regularly established hours of employment plus any additional time required to drive their assigned home to school route. After completion of a 2nd year of service and in commitment to the 3rd year, they will move to School Bus Driver II (Salary Range 20).

All existing bus drivers will move from School Bus Driver I to School Bus Driver II retroactive to July 1, 2020 on the base pay. This salary placement applies to all active unit members at the time of this agreement.

9.2 When route changes result in increased driving time of up to thirty (30) minutes for a driver, said time will be treated as extra hours for that driver. Said extra hours will be used to establish appropriate sick leave, insurance benefit contributions, and vacation and holiday entitlements for the school year in which they take place (pursuant to Article 8.1.4).

9.2.1 When route changes result in increased driving time of more than one (1) hour, the bus driver supervisor will make such extra hours on the basis of seniority within the practicability of the various route structures, and not to exceed a total District work assignment of eight (8) hours.

9.3 Effective July 1, 2007 drivers eligible for the School Bus Driver II classification (as specified in this job description) shall be paid at Salary Range 19 for their regularly established hours of employment plus any additional time required to drive their assigned home to school route. Such drivers shall be paid at the School Bus Driver I classification (Salary Range 16) for any additional driving time for extra trip assignments (pursuant to Article 9.4).

9.4 Extra Trip Assignments

9.4.1 Trips on days Red Bluff Union Joint High School students are not in attendance.

9.4.1.1 Such trips shall be assigned using a rotational list of all drivers ranked by District seniority as a Bus Driver.

9.4.1.2 The rotational list shall not be used in the following cases.

- (a) If the Transportation Supervisor determines that the driver entitled to the trip would not be appropriate based upon safety considerations such as driving experience on the assigned bus or type of trip, weather conditions, or other specifics of the trip.
- (b) If last minute unavailability of the driver scheduled for the trip makes the use of the rotational list impractical.
- (c) If a driver is so bypassed, she/he will be eligible for the next available unassigned trip.

9.4.1.3 If a driver declines a trip or is not available because of absence, she/he shall be moved to the bottom of the rotational list.

9.4.1.4 For the information of drivers, the Transportation Supervisor shall post the rotational list and a list of trips and drivers assigned.

9.4.2 Trips on days Red Bluff Union High School students are in session.

9.4.2.1 Effective July 1, 2007, such trips shall be assigned using a rotational list of all drivers ranked by District seniority as a Bus Driver.

9.4.2.2 The rotational list shall not be used in the following cases;

- (a) If the Transportation Supervisor determines that the driver entitled to a trip would not be appropriate based upon safety considerations such as driving experience on the assigned bus or type of trip, weather conditions, or other specifics of the trip.
- (b) If the trip would conflict with a driver's work assignment in another District department.
- (c) If it is necessary to assign the trip to minimize overtime.

- (d) If last-minute unavailability of the driver scheduled for the trip makes the use of the rotational list impractical.
- (e) If a driver is so bypassed, she/he shall be eligible for the next available unassigned trip.

9.4.2.3 If a driver declines a trip or is not available because of absence, she/he will be moved to the bottom of the rotational list.

9.4.2.4 For the information of drivers, the Transportation Supervisor shall post the rotational list and a list of trips and drivers assigned.

9.4.2.5 Optional summer bus hours shall be assigned in order of seniority.

9.5 All bus drivers who report for a special trip assignment which is canceled without prior notice to the driver shall be paid for two (2) hours at the appropriate rate, less any time otherwise compensated by the District. During such paid time, the District may assign the employees to duties within the transportation department.

9.6 Physical Examinations Required for Renewal of School Bus Driver Certificate

The District will either provide such examination by a physician selected by the District or shall reimburse the employee for an examination completed by a physician of his/her choice, subject to the following conditions:

- (a) The reimbursement is limited to the amount charged by the District's designate physician/group.
- (b) The employee shall observe the claims for reimbursement procedures established by the District.

9.7 Mechanics/Substitute Bus Drivers

9.7.1 Mechanics may be assigned to substitute as a Bus Driver in the event of the unavailability of any other regular or substitute driver. Such assignments may be made to cover a regular home-to-school run or a scheduled extra trip.

9.7.2 The District recognizes the need to minimize substitute assignments for mechanics in order to effectively utilize their skills and training and to maintain the continuity of the maintenance, repair and servicing of RBJUHSD and other area District buses. Accordingly, the District will continue to actively recruit and retain a pool of available substitute Bus Drivers. However, the District and the Association recognizes and acknowledges that the substitute driving assignments of the mechanics are necessary to maintain the effective transportation of students.

9.7.3 Substitute assignments of mechanics shall be made by the Lead Mechanic, upon the request of the Transportation Supervisor. All mechanics, including the Lead Mechanic shall have an equal share in covering substitute driving assignments, by rotation list based on seniority.

9.7.4 Work shifts of mechanics shall not be modified for the purpose of avoiding the payment of overtime.

9.7.5 Mechanics shall participate in a minimum of ten (10) hours of in-service training activities, required renewal class, and testing, each school year provided regular drivers. Mechanics will be provided information about such driver in-service training in which they do not participate. The Lead Mechanic shall permit all mechanics to be provided orientation in order to be familiar with regular home-to-school routes. The Transportation Supervisor shall plan such appropriate training and orientation activities for the mechanics.

9.7.6 Consistent with District policy, the District shall provide mechanics the necessary behind-the-wheel training and pay the fees for the Shasta College classroom training required to secure and maintain School Bus Certificates, and pay the costs of the CHP School Bus Certificate fees.

ARTICLE 10
COMPENSATION

10.1 Wages

10.1.1 Effective July, 1, 2020 unit members shall be paid the wage established for their Classification pursuant to the Classified Salary Schedule contained in Appendices "A" and "B". This represents a general increase of 2.4 % on-going, and a one-time distribution of \$785 for the 20-21 school year shall be paid on March 31, 2021.

Effective July 1, 2020 Step 31 will be added to the Classified Schedule under Appendix "C", which reflects a 2.5% increase.

10.1.2 When unit members are appointed to a classification with a higher salary range, they shall be placed on the salary step of the new classification pursuant to the following provisions:

10.1.2.1 Promotion: "Promotion: is defined as an appointment on a probationary basis to a classification with a higher salary range as a result of the filling of a vacancy. The employee shall be placed on the step of the new salary range which represents an increase of at least five percent (5%), but in no event higher than the top step of the range.

10.1.2.2 Reclassification: "Reclassification" is defined as an increase of duties, pursuant to Article 10.1.6. The employee shall be placed on the new salary range at the same step as the existing range.

10.1.3 New hires, unless hired after March 31, employed at salary step 1, shall be advanced to salary step 2 on the following July 1. New hires, unless hired after March 31, employed at salary step 2, shall be advanced to salary step 3 on the following July 1. New hires, unless hired after March 31, employed at salary step 3, shall be advanced to salary step 4 on the following July 1. New hires, unless hired after March 31, employed at salary step 4, shall be advanced to salary step 5 on the following July 1. This applies for the first 5 steps of advancement. Those employees, who are hired after March 31, will receive their step advancement July 1st of the school year following the anniversary of their hire date.

Any employee that would reach their longevity step during the year would receive their increase the previous July 1st.

10.1.4 Except in the event of an emergency, the regular monthly wages of all classified employees shall be paid on the last working day of the month in which the employee was in paid status. The District may pay earned salary prior to the last working day of the month.

10.1.5 An additional five percent (5%) longevity pay will be added to an employee's base wage rate after each of the following anniversary dates: tenth, fifteenth, twentieth, twenty-fifth, and thirtieth.

10.1.6 Reclassification Procedure

Reclassification shall be based upon an increase of duties.

Reclassification requests pursuant to this procedure apply to movement from one classification level to another within the existing salary/classification schedule structure contained in Appendix "B." Requests for modification in the established salary/classification structure are not appropriate for the procedure of this Article, but are subject to negotiations between the parties as provided by Article 17.

- (a) A unit member who wishes to be considered for reclassification shall submit a written request to the Superintendent or designee, through the immediate supervisor, with a copy of the request to the CSEA Chapter President. The Superintendent or designee shall respond in writing within ten (10) working days of receipt of the request. The response shall be specific as to why the Superintendent or designee supports or fails to support the employee reclassification request.
- (b) The employee's request and the response of the Superintendent or designee shall be referred to a Joint CSEA/District Committee consisting of two (2) CSEA representatives and two (2) District representatives. The employee's supervisor shall not serve on this Committee, nor shall the employee serve. The Committee shall interview witnesses, including the immediate supervisor, examine documents, and objectively consider all evidence in reaching its decision. The Committee shall decide by majority vote to accept, reject or modify the reclassification request. The majority decision shall be in writing and completed within thirty (30) calendar days after receipt of the request.
- (c) In the event a majority decision cannot be reached, the parties have the right to place their respective positions in writing. The employee has the right to submit the dispute within ten (10) working days to Level III of the Grievance Procedure.
- (d) The District may submit a reclassification request to the Joint Committee by the Superintendent or designee submitting a written request in accordance with the procedures outlined above. However, no District request may be submitted to the Grievance Procedure.
- (e) In the event the District proposes the creation of new classification within the bargaining unit, the parties shall negotiate to the extent required by law.

- (f) Notwithstanding the above, an employee who works out of classification, as defined in Section 10.1.1 may file a grievance alleging a violation of said provision.

10.1.7 A unit member who is temporarily assigned by the District to perform the duties and responsibilities of a position of a higher classification for a period of time which exceeds five (5) working days within a fifteen (15) calendar day period shall receive the rate of pay of the higher classification for the entire period of time of such temporary assignment. An employee so assigned shall be placed on the step of the salary range in the higher classification which is next above the wage rate of the range of the employee's regular classification.

10.2 Insurance Benefits

10.2.1 Effective October 1, 2020 full-time unit members shall be eligible to receive a maximum annual District insurance premium contribution based on the following tiered rating system:

Employee Only - \$8,000

Employee + 1 - \$10,500

Employee + Family - \$12,500

This contribution shall be applied to the following coverage's. All full-time employees must enroll in vision and dental.

- (a) The existing dental insurance plan for eligible employees and eligible dependents.
- (b) The existing vision insurance plan for eligible employees and eligible dependents, effective October 1, 2020.
- (c) The existing group life insurance plan for eligible employees.
- (d) A medical insurance plan provided through the CalPERS Insurance for eligible employees and eligible dependents. Unit members may select any plan, pursuant to the rules and regulations of CalPERS effective October 1, 2020.

It is agreed and understood that if the monthly premiums for these coverage's exceed the amount of the District contribution, the excess cost shall be borne by the employee by payroll deduction.

The Association may reopen negotiations at any time during the term of this Agreement on any aspect of the insurance coverage's of Article 10.2.1 except the amount of the District premium contribution.

10.2.2 Part-time unit members assigned to work at least half time are eligible to receive a prorated District insurance benefit contribution. This

contribution shall be the maximum monthly premium contribution for a full-time employee, prorated by the amount of assigned weekly hours of the part-time employee, as compared to forty. The prorated contribution may be applied by the employee to any of the programs specified in 10.2.1.

10.2.3 Employees regularly assigned to work less than twenty (20) hours per week are not eligible for any District benefit contribution or coverage.

Notwithstanding the above provisions, part-time unit members who are on the District payroll as of September 16, 1985, shall be eligible to continue to receive the full premium contribution as long as they do not voluntarily reduce their hours of employment. A voluntary reduction of hours, however, does not include a voluntary reduction of hours in lieu of a layoff (pursuant to Article 15).

Any premium costs in excess of the District contribution shall be borne by the employee by payroll deduction.

10.2.4 A unit member on an unpaid leave of absence may participate at the employee's option and expense, in the above programs during the period of the leave, subject to the approval of the insurance carriers or administrator. If such an option is selected by an employee, premiums shall be paid to the District on a monthly basis in advance pursuant to District procedures.

An "unpaid" leave is defined as a leave granted by the Board pursuant to Section 11.8. Breaks in work during the school recesses of summer, Christmas and spring shall not be construed as an "unpaid" leave, except as such breaks may occur during the period of "unpaid" leave.

10.2.5 Unit members who have completed ten (10) consecutive years of District service, who are at least fifty-five (55) years of age, and who retire under the Public Employees Retirement System (PERS) after July 1, 2000, may elect to continue health insurance coverage available through the District group insurance provider.

The District shall pay a maximum monthly premium contribution of an active employee for this coverage until the employee reaches the qualifying age for Medicare, but in no event more than ten (10) years. Unit members who meet the above requirements but who have completed at least ten (10) but fewer than fifteen (15) years of District service are eligible to receive the following maximum District premium contribution:

Continuous Years of District Service	Maximum Monthly Health Premium Contribution (Percentage of above specified amount)
14	93.33%
13	86.67%
12	80.00%
11	73.33%
10	66.67%

Except as provided in Article 10.2.3, the maximum District premium contribution shall be prorated for part-time unit members assigned to work at least twenty (20) but fewer than forty (40) hours per week. The pro-ration shall be based upon the number of assigned weekly hours as compared to forty (40).

Except in the event of unforeseen circumstances, unit members electing to participate in this program shall provide the District with a letter of resignation at least three (3) months prior to the effective date of retirement. The employee shall sign a statement indicating they will not seek or accept employment, which would make them ineligible for PERS retirement benefits.

10.3 Employee Expense Reimbursement

10.3.1 Employees who, with prior approval, use their personal automobile for the District will be reimbursed at the rate allowed by the Internal Revenue Service.

10.3.2 Employees who are assigned to temporary work at such distance from their regular headquarters that it is impractical for them to return thereto each day, or to their regular place of abode, will be allowed actual personal expenses for board and lodging for the duration of the assignment, provided they board and lodge at places approved by the District.

10.3.3 Employees must submit expense claims on the appropriate District form or follow District procedures.

10.4 Professional Growth Program

The District and Association recognize the value of continuing professional growth of classified employees. Accordingly, the following programs are designed to reward and encourage employees to complete training to learn skills and knowledge related to their job responsibilities.

10.4.1 Stipend

Unit members are eligible to receive a professional growth stipend, subject to the following conditions:

- (a) The stipend shall be one percent (1%) of the regular salary schedule placement, payable upon satisfaction of the requirements specified below.
- (b) Such stipend requires the satisfactory completion of six (6) semester units of courses or training programs directly related to the employee's job assignment. Only three stipends may be earned.

- (c) Such professional growth activities require the advance approval of the immediate supervisor and Superintendent, or designee, pursuant to the appropriate District form, considering the value of the activity as it relates to the employee's job assignment.
- (d) Such professional growth activities must be completed at employee expense.
- (e) Credit for other than college units shall be based upon one unit for each fifteen (15) hours of participation. One-quarter unit of college credit shall equal 2/3 of a semester unit.

10.4.2 Tuition Reimbursement

In lieu of the above stipend, upon the advance approval of the immediate supervisor, employees may be granted release times to participate in workshops, seminars, courses, training programs, etc. related to the job responsibilities. Subject to budgetary limitations and the prior advance approval of the supervisor, the District may pay the costs and expenses of such professional growth activities. Professional growth activities completed under this option shall not be credited for units for the stipends, above.

10.5 Tool Reimbursement

A unit member who is authorized by the District to use his/her own personal tools in the performance of assigned duties shall be reimbursed for lost, damage, stolen tools or new upgraded tools, subject to the following provisions:

10.5.1 Such reimbursement shall apply only to tools included on a current inventory and new/upgraded tools necessary, approved by the immediate supervisor.

10.5.2 The reimbursement shall be limited to the replacement value as approved by the supervisor on the above current inventory, less any insurance reimbursement received by the employee. Any new tool must be added to the inventory list.

10.5.3 No reimbursement shall be provided for tools lost, damaged, or stolen due to negligence on the part of the employee.

ARTICLE 11
LEAVES

11.1 Sick Leave

11.1.1 Sick Leave with pay shall be accumulated for each full-time employee at the rate of eight (8) hours for each month, or major fraction thereof (more than 50%) in paid status. For part-time employees Sick Leave will be prorated.

Notwithstanding this provision, a school term employee who is in paid status for an entire school term shall in each fiscal year accumulate Sick Leave hours based upon ten (10) workdays, regardless of the configuration of the school year.

11.1.2 Sick Leave shall be allowed for an absence due to: (a) the inability of employees to be present or perform their duties because of personal illness, duty injury, or confinement for medical treatment; (b) personal or immediate dependent family medical and dental appointments, which are impracticable to schedule outside of regular working hours; however, unit members are entitled to paid leave, not charged to Sick Leave, for up to three (3) personal medical and dental appointments per school year provided the appointment cannot be scheduled outside of regular working hours and the absence does not exceed two (2) hours.

11.1.3 Effective July 1, 2009, during any calendar year, unit members are entitled to use their accrued Sick Leave described in Section 11.1 to attend to an illness of a child, parent or spouse, or domestic partner of the employee. For the purposes of this provision, a "child" is defined as a biological, foster or adopted child; a stepchild, a legal ward or a child of a person standing in loco parentis. A "domestic partner" is defined in Section 297 of the California Family Code. 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. Extension of time may be approved by the Superintendent or Designee based on individual circumstances.

11.1.4 Whenever the District has reasonable cause to believe that Sick Leave has been abused, it may require satisfactory evidence of sickness or disability before payment for Sick Leave will be made. The District may also require employees requesting to return to work after Sick Leave or leave of absence for medical reasons to provide a medical release for the purpose of determining that such employees are physically fit and able to perform the duties of their position without hazard to the employees or to their fellow employees, or to the employee's own permanent health. If the District requires an employee to submit to a medical examination, such examination(s) shall be at the sole expense of the District, except in the event of a concerted activity. Such District payment shall be reduced by the amount an employee is eligible to receive from medical insurance coverage.

11.1.5 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on Sick Leave, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of Sick Leave.

11.1.6 Accrued Sick Leave can be found on the employee's pay check stub.

11.1.7 It will be the responsibility of each employee to notify the supervisor or designee as soon as possible for each day he/she will be absent for illness or injury.

11.1.8 When an employee is absent from duties on account of illness or accident for a period of five (5) months or less, the amount deducted from the salary due the employee for the month in which absence occurs shall not exceed the sum actually paid a substitute employee employed to fill the position during the absence.

11.2 Personal Necessity Leave

11.2.1 Definition of Personal Necessity

Effective July 1, 2009, an employee may use not more than eight (8) days per year of accumulated Sick Leave in the following cases of personal necessity:

11.2.1.1 When additional leave is requested beyond that provided by Bereavement Leave (Section 11.3): Death of a member of the immediate family. The immediate family is defined as mother, father, grandmother, grandfather, aunt, uncle, niece, nephew or grandchild of the employee or the spouse, or domestic partner of the employee, or the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee. (Mother and father are defined to include stepmother and stepfather; "domestic partner" is as defined in Section 297 of the California Family Code.)

11.2.1.2 Accident involving the employee's person or property, or the person or property of the immediate family, as defined above, of such an emergency nature that the immediate presence of the employee is required during his work day.

11.2.1.3 Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, serious in nature, which under the circumstances, the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his assigned hours of service.

11.2.1.4 Serious or critical illness of a member of the immediate family calling for the services of a physician, or because of the emergency nature of the illness, requiring the immediate presence of the employee for a reasonable period of time. This provision shall not be construed to permit the employee to remain at home to care for a member of the immediate family in lieu of the employment of someone to do so when the condition of the individual has

stabilized. The employee must furnish a physician's statement or any other proof requested by the employee's supervisor.

11.2.1.5 The birth of a child making it necessary for the employee who is the father of the child to be absent from his position during assigned hours of service.

11.2.1.6 Appearance in court as a litigant, or as a witness under an official order. The employee must return to work in cases where it is not necessary for him to be absent the entire day.

11.2.1.7 Service as a pall bearer.

11.2.1.8 Unit members may use any amount of accumulated Sick Leave for Personal Necessity for care of a child, subject to the following conditions:

- (a) Such leave is in addition to that provided in Article 11.2.1.4.
- (b) This leave applies to necessary personal care provided by the employee for an acute illness of a minor child of the employee residing in the immediate household.
- (c) The employee shall notify the supervisor of the absence as far in advance as possible.

11.2.1.9 Paid Personal Leave

Effective July 1, 2009, an employee may use four (4) of the above days of Personal Necessity Leave per fiscal year for legitimate personal needs not covered by other leave provisions of this Agreement which cannot reasonably be ignored and which cannot be taken care of outside of the normal work day. Such leave may not be used for travel, to extend a holiday or vacation period, concerted activity, matters of personal gain, nor seeking other employment.

In the event the nature of the leave is personal and confidential and the employee desires confidentiality, the employee may sign a statement that the leave meets the above criteria.

Such leave is limited to one employee per department per classification/job site, per day unless otherwise approved by the supervisor. Such leave is also contingent upon the supervisor determining that the employee can be spared.

11.2.2 Request Procedures

11.2.2.1 Employees shall submit a request for Personal Necessity Leave to the immediate supervisor at least three (3) work days in advance. In emergency circumstances, the employee shall notify the supervisor of the intended absence and shall submit a request form as soon as possible. To facilitate uniformity in application of the Personal Necessity Leave provisions, the Superintendent or designee shall make a determination on all such requests for leave.

11.2.2.2 The request for Personal Necessity Leave shall be submitted on the appropriate District form. The employee will state the reason absence is necessary and relate it to one of the items in Section 11.2.1.

11.2.2.3 An employee who feels that the reason for Personal Necessity Leave is personal and confidential may submit a request for such leave directly to the Superintendent.

11.2.2.4 The employee shall submit a signed statement and any additional proof requested by the supervisor to substantiate personal necessity.

11.2.2.5 Effective July 1, 2009, absence for personal necessity in excess of eight (8) days per year, or in excess of accumulated Sick Leave days, may be applied for as leave without pay.

11.2.3 Limitations

11.2.3.1 Absences for personal necessity must be taken in increments of not less than one (1) hour.

11.2.3.2 Personal Necessity Leave shall not be granted during a scheduled vacation or unpaid leave of absence.

11.2.3.3 Only those instances of personal necessity specified in this procedure can be allowed.

11.2.3.4 Payment for such absences shall be made only upon certification by the employee's immediate supervisor that the absence was due to a personal necessity within the meaning of this provision.

11.2.3.5 In all cases of Personal Necessity Leave it must be demonstrated that the need for such absence cannot be accomplished outside of regular duty hours.

11.3 Bereavement Leave

Employees shall be allowed a maximum of five (5) days of leave, without loss of pay, by reason of death of any member of the employee's immediate family. "Immediate family" is defined as the mother, father (includes stepparents),

grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, sister, brother, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law of the employee or any relative living in the immediate household of the employee. ("Domestic partner" is as defined in Section 297 of the California Family Code.)

11.3.1 Circumstances outside these parameters may be taken into consideration at the discretion of the superintendent.

11.4 Industrial Accident and Illness Leave

11.4.1 Members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year. Industrial Accident and Illness Leave will commence on the first day of absence. This leave is contingent upon a Workers' Compensation claim. Pending this determination, Sick Leave may be used but would be reinstated upon filing a Workers' Compensation Claim.

11.4.2 Payment for wages lost on any one day shall not, when added to an award granted under the Worker's Compensation laws of the State, exceed the employee's full salary for the month. Industrial Accident and Illness Leave shall be reduced by one day for each day of authorized absence, regardless of a compensation award made under the Workers' Compensation laws. When an Industrial Accident or Illness Leave occurs at a time when the leave will overlap into the next fiscal year, the employee shall be entitled to only that amount of leave remaining at the end of the fiscal year in which industrial injury or illness occurred, for the same illness or injury.

11.4.3 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 will be used. If, however, the employee continues to receive temporary disability indemnity under the Workers' Compensation laws of this State at the time of the exhaustion of benefits under this section, the employee may elect to take as much of the employee's accumulated and available Sick Leave, vacation, or other available leave, which, when added to the Workers' Compensation award, results in a payment of not more than the employee's regular salary.

11.4.4 During paid leaves of absence covered by this section, the employee shall endorse to the District the temporary disability indemnity checks received on account of the industrial illness or accident.

11.5 Jury Duty Leave

11.5.1 When employees are called for jury duty and are absent from their employment, they shall be granted leave without loss of pay. In the event an employee receives compensation for jury service, which exceeds twenty-five dollars (\$25.00), the employee shall turn in to the District Office the check received for such

service. The District shall reimburse the employee for any portion of this check, which covers personal expenses for transportation, lodging and meals.

11.5.2 Employees who are excused from jury duty shall report for duty to work the remainder of their scheduled shift if: (a) if at least one (1) hour of work time – allowing for travel time from the court – remains, and (b) the work time and the jury duty does not exceed the normal work day.

11.5.3 The District shall allow employees on grand jury duty leave with pay to perform committee work mandated by the committee chair. A statement of verification from the committee chair shall be submitted by the employee.

11.6 Pregnancy Disability Leave

Unit members are entitled to use Sick Leave for disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery, and child bonding following the changes in Assembly Bill (AB) 2393 there from.

11.7 Family and Medical Care Leave (Unpaid)

11.7.1 Unit members with at least one year of continuous District employment and who have worked for the District for at least 1,250 hours during the previous fiscal year are eligible for unpaid Family and Medical Care Leave, pursuant to applicable State and Federal law and Board Policy. Current law provides for unpaid leave of up to twelve (12) weeks which may be used for an employee's serious health condition; or the care of a seriously ill child, spouse or parent. Except in the case of pregnancy disability, this unpaid leave runs concurrently with any other paid leave provided the employee. During this unpaid leave, the District would continue its regular payment of the group insurance premiums.

11.7.2 An eligible unit member (employed for at least 12 months) is entitled to 12-workweeks for parental leave (birth, adoption or foster placement of a child) pursuant to the California Family Rights Act (CFRA) and related regulations. If the eligible unit member continues to be absent from his or her duties on account of parental leave, the District shall deduct the salary due the employee for any of the remaining portion of the 12-workweek period in which the absence occurs. The deduction shall not exceed the sum that is actually paid a substitute employee. Such differential pay shall not take effect until all other available leaves are exhausted. Parental leave shall not exceed 12-workweeks within any 12 month period.

11.8 Other Leave Without Pay

11.8.1 It is recognized that classified employees provide necessary support service to the District's educational program.

11.8.2 Unpaid leave may be approved at the discretion of the District for reasons not specified under other leave provisions of this Agreement.

11.8.3 Leave of less than ten (10) working days may be approved by the Superintendent or designee. Such leave is intended to meet an employee's

legitimate needs for leave otherwise not provided for (including Article 11.7), consistent with service requirements.

Such leave may be approved if the District determines that the employee can be spared from duty and that a suitable substitute employee, if required, can be secured. Some examples of reason for such leave include preparation for a family wedding, birth of a grandchild, graduation of a family member, death of a close friend and illness of family member not covered in Personal Necessity Leave.

11.8.4 Leaves of greater than ten (10) working days require the approval of the Board of Trustees, upon the recommendation of the Superintendent. Such leave is intended to meet legitimate long-term needs for leave, such as illness which extends beyond available Sick Leave benefits, and study.

11.8.5 Advance approval is required. Requests are to be made in writing and submitted to the District Office.

11.8.6 One full day's pay shall be deducted from the employee's salary and benefits for each day of leave taken.

11.9 Employee Assistance Leave

Upon the exhaustion of all applicable Sick Leave benefits and vacation, an employee may be granted a paid leave of absence for a period of up to thirty (30) working days for the purpose of participating in a program of counseling and/or rehabilitation for drug and/or alcohol abuse or other psychological or psychiatric disability. The length of the leave shall be at the discretion of the Superintendent.

11.10 Personal Business Leave

The Association and District recognize that paid Sick Leave and paid Personal Necessity Leave are not appropriate for the conduct of personal business which may be inconvenient to conduct during off duty time. Therefore, the District shall allow employee time off, not to exceed four (4) hours in any one payroll period, for the conduct of personal business, if, in the judgment of the employee's supervisor that an employee's absence will not cause a hardship upon other employees or result in work not being done in a timely fashion. Said leave shall also be subject to the following provisions.

11.10.1 Subject to the judgment of the employee's supervisor, the employee may make up said time off in full (without incurring any overtime) not later than the next succeeding payroll period. The employee may elect to have said time off deducted from accrued vacation on an hourly basis, charged against accrued compensatory time, or deducted as leave without pay in increments of no less than one (1) hour.

11.10.2 Written permission from the employee's immediate supervisor shall be obtained in advance of such leave.

11.10.3 No substitute shall be required while the employee is gone.

11.11 Catastrophic Illness Leave

11.11.1 Unit members who have exhausted all Sick Leaves and other time off may use Catastrophic Illness Leave under the following provisions:

11.11.1.1 Catastrophic Illness Leave shall begin only after all other accumulated Sick Leave (exclusive of differential paid leave), vacation, accrued compensatory time off and other paid leaves have been exhausted.

11.11.1.2 Maximum leave is not to exceed twelve (12) consecutive calendar months, or the maximum number of hours donated pursuant to this section, whichever is less.

11.11.2 To request Catastrophic Illness Leave, the unit member or his/her designee, shall submit a request in writing to the Association President stating the facts which support a need for such leave.

11.11.2.1 To qualify for such leave, the employee will have suffered an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employees' family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because s/he has exhausted all of her/his Sick Leave and other paid time off. (as defined in 11.11.1.1)

11.11.2.2 A "member of the employee's family" in 11.11.2.1 above shall be limited to spouse, domestic partner as defined in Section 297 of the California Family Code, child, mother, father, or an individual over which the employee has legal guardianship.

11.11.3 As soon as practicable, the Association Executive Board shall meet and determine whether to recommend to the Superintendent approval of the request for Catastrophic Illness Leave.

11.11.3.1 If the request is denied, the Association President shall notify the employee or her/his designee and the Superintendent.

11.11.3.2 If the request is approved by the Association and the Superintendent, the Association and the District shall solicit classified unit members on an approved District form authorizing donation of Sick Leave hours for use pursuant to this section.

11.11.3.3 Donation authorization form shall be returned to the District Office.

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

11.11.3.5 Sick Leave hours donated and taken pursuant to this section shall be credited/deducted in full hour increments.

11.11.3.6 The maximum number of hours an employee can contribute per year pursuant to this section is ten (10) times the contributor's normal work day.

11.11.3.7 The Catastrophic Illness Leave Pool shall be reduced by one full hour for each hour of Catastrophic Leave awarded to the requesting employee.

11.11.3.8 In the event hours donated to are not used, those hours will be retained in the Catastrophic Illness Leave Pool for future use pursuant to this section.

11.11.4 In the event an employee exhausts her/his donated Catastrophic Illness Leave from the Catastrophic Illness Leave Pool, the employee or her/his designee may request additional Catastrophic Illness Leave pursuant to this section. However, in no event shall the employee be eligible to use more than twelve (12) consecutive calendar months of donated Catastrophic Illness Leave.

ARTICLE 12
HOLIDAYS

12.1 Unit members, except as otherwise provided herein, shall be entitled to the following holidays off with pay, subject to the agreed upon school calendar:

- (a) January 1, New Year's Day**
- (b) The third Monday in January, Martin Luther King Day**
- (c) Lincoln's Birthday**
- (d) Third Monday in February, Washington's Birthday**
- (e) Spring Holiday - The Friday proceeding Easter Sunday, unless that Friday becomes a work day, then the Monday following Easter becomes the holiday.**
- (f) Last Monday in May, Memorial Day**
- (g) July 4, Independence Day**
- (h) First Monday in September, Labor Day**

Nothing in this Article shall prevent a unit member who is employed to work the entire school term from receiving the Labor Day holiday if Labor Day falls within the first week school begins.

- (i) September 9, Admission Day;** however, should school be held on Admission Day, classified employees shall be entitled to the Thursday of the Spring Break as a paid holiday. Full calendar employees shall be entitled to a floating holiday in lieu of the Thursday of Spring Break. Such holiday may be taken with the mutual consent of the employee's supervisor.
- (j) November 11, Veteran's Day**
- (k) Wednesday before Thanksgiving Day.** This holiday shall not apply if school is held on that day. In that event, the following provision shall apply:

Eight (8) hour employees may be excused from work with pay during the last three (3) hours of their shift on the Wednesday before Thanksgiving Day. Such three (3) hours excused time shall be prorated for less than eight (8) hour employees as follows:

This provision applies only to those employees actually on duty for their full scheduled work shift on the Wednesday before Thanksgiving Day.

<u>Regular Assigned Work Day</u>	<u>Amount of Work Time</u>
7.5 hours	4.75 hours
7 hours	4.25 hours
6.5 hours	4 hours
6 hours	3.75 hours
5 hours	3 hours
4 hours	2.5 hours
3 hours	1.75 hours
2 hours	1.25 hours

Bus drivers and other employees assigned to transport students or provide other essential services during the last three (3) hours of their shift shall not receive paid excused time. Such employees shall be paid an additional three (3) hours (or appropriate prorata) at straight time.

(l) Thanksgiving Day, the Thursday proclaimed by the President and the following Friday

(m) The working day preceding the Christmas holiday

Eight (8) hour employees may be excused from work with pay during the last three (3) hours of their shift on the early release day before the Christmas school recess. Such three (3) hours excused time shall be prorated for less than eight (8) hour employees. Two hundred sixty (260) day employees will take their early release day during the month of December with prior approval. If the early release is denied, the employee will be compensated.

This provision applies only to those employees actually on duty for their full scheduled work shift on the day before their Christmas holiday. Furthermore, this provision shall not apply in the event the school day prior to the Christmas school recess is not a minimum day.

<u>Regular Assigned Work Day</u>	<u>Amount of Work Time</u>
7.5 hours	4.75 hours
7 hours	4.25 hours
6.5 hours	4 hours
6 hours	3.75 hours
5 hours	3 hours
4 hours	2.5 hours
3 hours	1.75 hours
2 hours	1.25 hours

Bus drivers and other employees assigned to transport students or provide other essential services during the last three (3) hours of their shift shall not receive paid excused time. Such employees shall be paid an additional three (3) hours (or appropriate prorata) straight time.

(n) Christmas Eve

(o) December 25, Christmas Day

12.2 Every day appointed by the President, or the governor of this State, as provided for in subdivisions (b) and (c) of Section 37220 for a public fast, thanksgiving or holiday, or any day declared a holiday under Section 1318 or 37220 for classified and certificated employees.

12.3 When a holiday falls on a Saturday, the preceding work day, 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. The operation of the provision shall not cause any employee to lose any of the holidays indicated in this Article to which otherwise eligible.

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

12.5 Bargaining unit employees who are not normally assigned to duty during the school holidays of December 24, December 25, and January 1, or Spring Vacation Day, shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

12.6 During the regular school year, on any school day during which students would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified employees shall also receive regular pay whether or not they are required to report for duty that day.

ARTICLE 13
VACATIONS

13.1 Except in the case of Maintenance and Operations, technology service employees, and the mechanics, vacation may normally be taken only while regular day school is not in session. In certain cases, vacation may be taken while regular day school is in session as long as it does not conflict with the work requirements and is approved by the Superintendent or designee. Classified employees who have worked fewer than six (6) months will not be eligible for vacation.

13.2 In each school year, earned vacation shall be scheduled by the immediate supervisor considering the work requirements and requests of employees. If the employee is not permitted to take the full vacation accumulation, the amount not taken shall be paid out; however, at the option of the employee, up to ten (10) work days of such vacation may be carried over for use in the following school year.

13.3 Vacation Accrual

Paid vacation leave shall accrue for full-time twelve (12) month unit members at the following rates:

<u>Years of District Service</u>	<u>Work Day of Vacation</u>
One - Five	12
Six - Ten	15
Eleven - Fifteen	17
Sixteen - Twenty	19
Twenty-one and Beyond	21

Vacation leave shall be prorated for unit members employed less than full-time for twelve (12) months, based upon the number of hours the part-time employee is in paid status in comparison with a full-time twelve (12) month employee (2080 hours). For purposes of this section "paid status" shall mean paid work hours (excluding any hours paid at the overtime rate) and paid leave time (excluding vacation). Such prorated earned vacation shall be rounded to the nearest quarter hour.

The following are examples of vacation allowances, which would be earned by various categories of part-time employees. These are listed only for information and do not detract in any way from the specific pro-ration provision above:

Years of District Service

Work Days of Vacation

	<u>11 Mo. Employee</u>	<u>10 Mo. Employee</u>	<u>School Term Employee</u>
One – Five	11	10	9.5
Six – Ten	13.75	12.5	11.88
Eleven – Fifteen	15.58	14.17	13.46
Sixteen – Twenty	17.42	15.83	15.04
Twenty-one and beyond	19.25	17.5	16.63

13.4 Vacation will not be accrued while an employee is in a non-pay status.

13.5 The District shall not require an employee to take vacation in lieu of sick leave or other leave of absence on account of illness or injury.

13.6 A holiday falling within a vacation period shall not constitute a vacation day.

13.7 Employees whose employment with the District is terminated for any reason shall receive, in the final pay warrant, pay for any unused vacation previously earned, except that employees who have not completed six (6) months of District employment in regular status shall not be entitled to such compensation. The final pay warrant for an employee shall be adjusted if more vacation has been used than earned.

13.8 Longevity Vacation

Twelve (12) month employees who have accrued more than twelve (12) days of vacation, eleven (11) days for an "eleven (11) month" employee and ten (10) days for a "ten (10) month" employee and nine and a half (9.5) days for a "school term employee", may use these additional days during the work year, subject to the following conditions:

13.8.1 Such leave requires the advance approval of the immediate supervisor.

13.8.2 Such leave is contingent upon the District determining that the employee can be spared from duty and that a satisfactory substitute (when required) can be obtained.

13.8.3 Longevity vacation paid out at the end of the fiscal year is not PERS eligible unless the vacation request was denied.

ARTICLE 14

EMPLOYEE PERFORMANCE EVALUATION PROCEDURES

14.1 Evaluation Procedures

14.1.1 Each probationary status unit member shall receive a written performance evaluation by the immediate supervisor not less than twice during the probationary period, which shall be the number of working months of the employee's regular work year. Each permanent status unit member shall receive a written performance evaluation by the immediate supervisor at least every two years.

14.1.2 The immediate supervisor shall discuss each written evaluation with the employee and shall provide the employee with a copy. The employee shall sign the evaluation to acknowledge its receipt.

14.1.3 Any negative written performance evaluation shall include recommendations for improvement in cited deficiencies.

14.1.4 The employee shall have the right to respond to negative written performance evaluations during their duty day.

14.2 Employee Personnel Files

14.2.1 An employee may inspect material in his/her personnel file which may serve as a basis for affecting the status of employment except materials which:

- (a) are obtained prior to employment
- (b) were prepared by identifiable examination committee members, or
- (c) were obtained in connection with a promotional examination.

14.2.2 An employee may inspect such material in his/her personnel file, with the exception of the above specified items, during the normal business hours of the District central office at times other than when the employee is required to render service. Such inspection shall take place under the supervision of a District administrator or designee. Upon the written authorization of the employee, an Association representative may so inspect the employee's personnel file.

14.2.3 No materials of a derogatory nature, except the above specified items, may be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The review and comment upon materials of a derogatory nature shall take place during the normal business hours of the District Office and at times when the employee can be spared from duty, as determined by the supervisor to leave

the normal place of work during assigned duty times for such review and comment without salary reduction.

14.2.4 All material placed in an employee's personnel file shall be dated and signed by the contributor.

14.2.5 The official personnel file of each unit member as referred to in this section shall be kept in the District Office.

ARTICLE 15
LAYOFF AND REEMPLOYMENT

15.1 The District reserves its right to layoff employees for lack of work or lack of funds, subject only to the procedural requirements specified herein. This provision shall not be construed as giving the District the right to reduce the hours of employment of unit members, except by the application of the provisions of this Article. Any other proposed reduction of hours of employment of unit members shall be the subject of meeting and negotiating between the parties to this Agreement. The District and Association agree that as soon as it becomes clear that there is a lack of work or a lack of funds, they will meet and confer. The District and the Association agree that all probationary and short-term employees will be dismissed prior to laying off any permanent employees. Information on cost savings from the release of such employees will be provided to CSEA. Laid off employees shall retain all rights and benefits guaranteed to them by the California Education Code, the Classified Bargaining Agreement and District policies and procedures.

15.2 Definitions

15.2.1 "Class" means a group of classifications within a job occupational family, which have common characteristics, as listed in Appendix "A."

15.2.2 "Classification" means a particular employment position as listed in Appendix "B."

15.2.3 "Length of Service" means date of hire.

15.2.4 "Split Assignments" means an employee who works in at least two or more separate and distinct positions in at least two and separate and distinct classifications.

15.2.5 "Permanent" as used in "permanent employee" includes tenure in the classification in which the employee passed the required probationary period, and includes all the incidents of that classification.

15.3 Order of Notice of Layoff

15.3.1 The order of notice of layoff within the classification affected shall be determined by length of service. The employee who has the shortest length of service in the class, plus classification(s) equal and/or with higher salary range in other classes shall be notified of layoff first, except as provided herein. Notwithstanding the above, it is agreed and understood that the District has the right to discontinue a function or service performed by a particular position within a classification. In the case two or more employees having identical seniority, the seniority shall be determined by lot.

15.3.2 Prior to any layoff, the District shall post a seniority list of unit members. The District shall also provide the Association with a copy of the seniority list.

15.3.3 The District will meet with affected employees to determine individual bumping rights; unit members may choose to have a CSEA representative present.

15.3.4 Employees affected by layoff or reductions in hours/work year will receive a copy of the layoff article along with their notice. Simultaneous the District shall provide the Association with a copy of the notice.

15.4 Options of Employees Notified of Layoff

15.4.1 The District shall notify an employee whose position has been eliminated that he/she must elect one of the following within five (5) working days of receipt of notice:

15.4.1.1 Displace a less senior employee from a remaining position in the same class.

15.4.1.2 Displace a less senior employee in another class from a remaining position in which the employee has previously served satisfactorily, and for which the employee possesses the required licenses or certificates.

15.4.1.3 Select a vacant position in the same class.

15.4.1.4 Select in another class a vacant position in which the employee has previously served satisfactory, and which the employee possesses the required licenses or certificates.

15.4.1.5 Laid off employees may volunteer to take a lateral transfer into an equal classification or a demotion into a lower classification in which they have not worked. If a position is vacant the District will give preference to the laid off employee if they meet the minimum requirements. Laid off employees shall remain on the reemployment list for the classification from which they were laid off.

15.4.1.6 Employees who were affected by layoff may choose to be on the classified substitute list which shall be used to fill any substitute positions for which they are qualified.

15.4.1.7 Elect to be laid off.

15.4.1.8 Elect a service retirement. Notwithstanding any other provision of law, any employee who was subject to being, or was in fact, laid off for lack of work or funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If the employee is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the request for reinstatement from retirement.

15.5 Notice of Layoff

15.5.1 When, as a result of the expiration of a specially funded program, unit member's positions must be eliminated at the end of any school year, and unit members will be subject to layoff for lack of funds. The unit members to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff.

15.5.2 When, as a result of a bona fide reduction or elimination of the service being performed by any department, unit members shall be subject to layoff for lack of work. Affected employees shall be given notice of layoff not less than 60 days prior to the effective date of layoff, and informed of their displacement (bumping) rights, if any, and reemployment rights. Upon layoff, vacation and compensatory time earned and unused at the time of layoff shall be computed and paid with the final warrant due the employee.

15.5.2.1 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the 60 day notice required by aforementioned subsections.

15.6 Effects of Layoff

15.6.1 Upon request of the Association within five (5) working days, the parties shall meet and negotiate upon the specific impact of such layoff upon bargaining unit members to the extent that such matters are within the lawful scope of representation, and is not specified within this Agreement. It is agreed and understood that the District has the right to implement layoffs pursuant to this Article even though the parties may not have concluded the above bargaining concerning the impact of such layoffs. Nothing in this article shall preclude either party from requesting and commencing negotiations on any effects of layoff.

15.6.2 The District shall not transfer work of the bargaining unit to certificated, confidential, management or supervisory employees, or to volunteers, prisoners, or substitute employees or to other bargaining unit employees in different classifications or sub contract out the bargaining unit work performed by laid off employees or employees who have suffered a reduction in hours/work year.

15.6.3 Any extra hours that become available in a classification that has suffered a layoff, causing an employee to return to a lower classification or reduction in hours due to layoff, shall be given to any employee within that classification who has suffered such layoff or reduction in hours. Awarded hours will be rotated between all affected employees based on seniority until made whole, after which, extra hours will be given on the normal seniority rotation.

15.6.4 The District shall not increase the current and existing workload of remaining bargaining unit employees. This does not preclude the changes to assignments within the classification.

15.6.5 The District may use volunteers and/or students to enhance its educational program but not permit displacements of classified employees nor to allow the District to utilize volunteers in lieu of regular employees during an actual layoff.

15.6.6 Benefited employees who are laid off or who are reduced in hours/work year shall be offered the opportunity to purchase health and welfare benefits subject to carrier rules and/or COBRA in the event of a layoff if the layoff would make them ineligible for health and welfare benefits. This information will be provided by insurance carrier.

15.6.7 Employees placed on the 60 day layoff notice may use available paid personal leave to seek alternative employment.

15.6.8 In the event of the layoff of bus drivers, the District agrees to allow laid off drivers to participate in in-service trainings in order to keep their certificate current. The District will provide requalification training at the time of reinstatement to Red Bluff Joint Union High School District (if necessary).

15.7 Reemployment Rights

15.7.1 Reemployment shall be in the reverse order of layoff. Employees who are laid off are eligible for reemployment in their former class in any position with equal or lower pay, for a period of thirty-nine (39) months, and shall be reemployed in preference to new applicants. In addition, such employees laid off shall have the right to apply for promotional positions within the District during the thirty-nine (39) month period.

15.7.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as unit members laid off for a period of sixty three (63) consecutive months.

15.8 Reemployment Offers

15.8.1 Offers of reemployment shall be made either by personal service or via U.S. First Class Mail addressed to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit, and a place for the employee's signature. Failure to do so within five (5) working days from the date of personal service or of mailing of the offer of reemployment shall be deemed a refusal of that offer of reemployment. It is the responsibility of each employee on a reemployment list to file with the District Office a current mailing address.

15.8.2 An employee who is laid off and subsequently rehired from a reemployment list shall have the accrued sick leave balance as of the date of layoff reinstated.

15.8.3 Upon reemployment in the classification from which laid off, an employee shall be placed on the former step of the salary range. If reemployed in a lower paid position, the employee shall be placed on the step of the salary range of the lower classification, which is closest to the wage rate of the classification from which laid off. Notwithstanding the provisions of this Agreement relative to step increases, the employee shall be eligible for advancement to the next step of the salary schedule on the first of the month, twelve (12) calendar months after reemployment, less the months of paid service rendered after the previous step advancement.

15.9 Seniority Roster

The District shall post a seniority list of unit members each year by October 31st.

ARTICLE 16
EMPLOYEE DISCIPLINE

Preamble: The Pattern of discipline procedure is progressive from oral warning(s); written reprimand(s); and suspension(s); demotions; to the ultimate penalty of discharge. However, there are cases where the action is of such a serious nature that suspension or discharge is justifiable even on a first offense. Progressive discipline is a program in which the penalties become progressively more severe in accordance with the progressive seriousness of the infraction(s).

16.1 Definition of Probationary Period and Permanent Status

The probationary period of all unit members shall be the number of months of actual service equal to the employee's regular work year. "Actual service" shall be deemed to include days of absence for illness or injury to which the employee is entitled without loss of pay pursuant to the requirements and authority of Section 45191 of the Education Code. Probationary period shall not exceed six months of paid service in accordance with Education Code 45113.

During the probationary period, any unit member shall be subject to disciplinary action, including termination, and shall not have a right to a hearing with respect thereto.

Upon completion of the probationary period by any unit member, such person is hereby designated as a permanent status employee who shall be subject to disciplinary action only for just cause as prescribed herein.

16.2 No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the Notice for Cause unless such cause was concealed or not disclosed by such employee when it can be reasonably assumed that the employee should have discussed the facts to the District.

16.3 Permanent status classified employees shall be subject to discipline only for just cause. Discipline can include reprimands, suspension, demotions, transfers, and dismissal. Cause means the following:

16.3.1 Incompetence or inefficiency in the performance of the duties of the position.

16.3.2 Insubordination (willful disobedience of District Authority).

16.3.3 Persistent carelessness or negligence in the performance of duty or in the care or use of District property.

16.3.4 Discourteous, offensive, or abusive conduct or language toward other employees, students, or the public.

16.3.5 Dishonesty.

16.3.6 Drinking alcoholic beverages on the job, or reporting for work while intoxicated.

16.3.7 Unauthorized use of narcotics, controlled substances, or habit forming drugs during duty hours.

16.3.8 Conviction of any crime involving moral turpitude as defined by the court.

16.3.9 Arrest for a narcotic, drug or sex offense as defined in the Education Code. No discharge proceedings shall be taken until the employee is convicted.

16.3.10 Repeated and unexcused absence or tardiness.

16.3.11 Abuse of leave privileges.

16.3.12 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.

16.3.13 Offering or accepting anything of value or offering any service in exchange for special treatment in connection with the employee's employment.

16.3.14 Abandonment of position. If a unit member fails to show up for work and perform his/her duties for five (5) consecutive workdays, the District will notify the employee that he/she is presumed to have resigned from employment with the District. This notification shall state that the employee must return to the District and perform his/her duties within five (5) workdays after the notice is mailed. This notification will also inform the employee of their right to a hearing. Such notice shall be sent certified mail, return receipt requested, to the last known address of the employee. (The employee is responsible to provide the District with the correct mailing address.) If the employee fails to show up for work and perform his/her duties within five (5) workdays after the mailing of such notice, the employee shall be conclusively presumed to have abandoned his/her position and shall be deemed to have resigned his/her employment.

16.3.15 Fraud and related activity in connection with identification documents as per Section 1028 of the Government Code.

16.3.16 Inability to perform assigned tasks as defined in the job description.

16.3.17 Failure to possess or keep in effect any license or certificates required in the employee's class specification.

16.3.18 Theft.

16.4 DEFINITIONS

16.4.1 Reprimand means a written warning that there has been evidence of cause and that the employee is expected to improve deficient behavior. Included within the reprimand shall be the corrective actions expected of the employee.

16.4.2 Suspension means the temporary removal for cause of an employee from that employee's position with loss of pay.

16.4.3 Demotion means reduction of an employee for cause from a given position, to a lower paid position.

16.4.4 Dismissal means separation, discharge, or permanent removal of an employee for cause.

16.5 PROCEDURES

16.5.1 Reprimands may be administered by the employee's immediate supervisor or the Superintendent or designee. A reprimand will be signed by the employee before it is placed in the employee's file, and an employee may attach a written statement to the reprimand prior to its placement in the file. The employee must respond within five (5) days and will have the option to use time during their duty day to prepare said statement.

Normally, the reprimand will be the first kind of disciplinary action taken with an employee; however, situations may arise where more severe disciplinary actions are warranted initially.

The purpose of reprimands is to provide the employee with both a warning and some guidance in order to correct employee performance and to avoid the need for more severe disciplinary steps.

16.5.2 Suspensions may be administered by the Superintendent or designee on the basis of cause and upon the recommendation of the employee's immediate supervisor. In all cases of suspension the following procedures shall be followed:

16.5.2.1 The employee's immediate supervisor will notify the Superintendent or designee that a suspension is recommended.

16.5.2.2 The Superintendent or designee will review the recommendation and decide if the recommendation is proper. If the decision is that a suspension is warranted, the Superintendent or designee will prepare a preliminary written notice of the proposed suspension. The notice shall include: 1) the proposed action; 2) a specific statement of charges; 3) the reasons (details of the alleged conduct) for the proposed action; and 4) the date by which the employee must respond.

- (a) The employee has a right to respond orally or in writing within five (5) working days to the Superintendent or designee.
- (b) The employee will have full access to all materials upon which the suspension is based and time will be allotted during the day to respond.

16.5.2.3 Only after the employee responds, or if the employee does not respond within five (5) working days, the proposed action may be initiated. In all cases where it is decided to proceed with the proposed action, the following procedures shall be followed:

- (a) A formal notice of disciplinary action will be prepared and given to the employee.
- (b) The formal notice of disciplinary action will contain all the information on the preliminary notice except that the employee will be notified that he/she has up to five (5) working days in which to request a hearing pursuant to the disciplinary appeal section of this article.

16.5.2.4 In some cases the Superintendent or designee may initiate an immediate suspension when it is apparent the employee's behavior requires immediate removal for the safety or welfare of that employee, the students, the public, or other employees. Examples of this situation may include employee intoxication or grossly insubordinate behavior. In these cases, the employee shall be given the required notice at the earliest practicable time and shall continue to have appeal rights.

16.5.2.5 The employee may have representation throughout this procedure.

16.5.3 Demotions shall proceed in a similar manner to suspension.

16.5.4 Dismissals shall proceed in a similar manner to suspension.

16.5.5 Disciplinary Appeal Procedure

16.5.5.1 A permanent employee within five (5) business days of a notice of disciplinary action may request a hearing before the Governing Board by filing with the Superintendent in writing. The request shall constitute a demand for a hearing and a denial of all charges and shall state whether the employee wished the hearing to be conducted in public or in private. An employee may appeal both the causes of the disciplinary action as well as the specific disciplinary action.

16.5.5.2 The Governing Board shall set the matter for hearing and shall give the employee at least five (5) business days notice in writing of the date and place for such hearing. The Governing Board may utilize a Hearing Officer to

conduct the hearing before the Board. The Hearing Officer shall be selected by the Association and District and mutually agreed upon. The costs of the Hearing Officer shall be borne by the District.

16.5.5.3 The hearing shall be informal and need not be conducted according to the technical rules of evidence.

16.5.5.4 After the completion of the hearing, the Board shall issue a written decision, which shall be provided all parties to the hearing.

16.5.5.5 The above procedure is the only appeal process of a disciplinary action. Accordingly, no grievance may be filed pursuant to Article 7: Grievance Procedure of this Agreement.

ARTICLE 17
SAVINGS PROVISION

17.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

17.2 In the event any provisions of this Agreement are so held to be contrary to law, the parties shall, within a reasonable time, meet and negotiate concerning the severed provision.

ARTICLE 18
SPECIAL CONDITIONS

18.1 The District will not ask non-licensed, classified employees to volunteer to administer Diastat.

ARTICLE 19
TERM

19.1 This Agreement shall remain in full force and effect up to and including October 31, 2020, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than September 14, 2019 of its request to amend or terminate the Agreement. A new two year term is agreed to for the 17-18 agreement effective November 1, 2017 thru October 31, 2020.

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

19.3 During the term of this Agreement, the parties may, by mutual agreement, meet and negotiate concerning any item within the scope of representation.

19.4 The parties shall meet and negotiate concerning the opening and closing dates of school and the distribution of holidays and recess of each year's school calendar. Such negotiations shall commence as mutually agreed by the parties. In the event agreement is not reached on the school calendar by March 15 of the prior school year, the existing calendar shall be maintained for the following school year.

19.5 The annual Red Bluff High School calendar shall be developed by a joint committee consisting of an equal number of representatives from the CSEA, RBUHSTA and District administration. Other representatives may serve upon consensus of the committee.

19.5.1 The school calendar for the following school year shall be developed by March 15 unless this date is extended by consensus of the committee. If the committee does not reach consensus, the current school calendar shall be maintained for the following year.

19.5.2 Once the school calendar has been developed, ratified by the Association and approved by the Board, the calendar committee will refer this calendar to appropriate District constituents to develop other related calendars such as employee duty calendars.

APPENDIX “A”

LIST OF CLASSES AS DEFINED IN ARTICLE 14.2(B)

Instructional Classes

Child Care Assistant
Project Facilitator *
Educational Assistant *

Food Service Classes

Food Service Worker

Clerical Classes*

Intermediate Office Clerk
Library/Media Assistant
Student Services Clerk
Student Services Clerk II
Health Assistant
School Site Account Clerk
Secretary I
Secretary II
Secretary III
WorkAbility Technician
Career Pathways Technician**
Principal’s Secretary
Data Systems Specialist
Library/Media Specialist
Bilingual Services Liaison

Maintenance and Operations Classes

Campus Utility Worker
Custodian
Salisbury Campus Maintenance Worker
Grounds Maintenance Worker
Maintenance Crafts Worker I
Maintenance Crafts Worker II
Maintenance Crafts Worker III**

Technology Service Classes

Technology Support Specialist
Technology Support Assistant
Student Information Systems Coordinator
PAC Audio Visual Technician
Network Engineer

Transportation Classes

Bus Driver I and II**
Assistant Automotive Mechanic**
Automotive Mechanic**
Lead Mechanic **
Van Driver

Warehouse Classes

Buyer
Warehouse Worker

Safety

Campus Supervisor

*Displacement and reemployment within this class is contingent upon meeting the requirements for the particular assignment.

**Requires appropriate certification.

CLASSIFIED SCHEDULE OF CLASSIFICATIONS AND RANGE PLACEMENT
Appendix "B"
(Effective July 1, 2019)

(Note: See Job Descriptions as approved by the Board of Trustees)

<u>Classification</u>	<u>Range</u>
Campus Utility Worker	10
Food Service Worker	12
Child Care Assistant	12
Campus Supervisor	13
School Plant Maintenance Worker	13
Project Facilitator	14
Educational Assistant	14
Van Driver	14
Intermediate Office Clerk	15
Library/Media Assistant	15
Salisbury Campus Maintenance Worker	15
Grounds Maintenance Worker	17
School Bus Driver I	17
Student Services Clerk	18
Student Services Clerk II	19
Health Assistant	19
School Site Account Clerk	19
Secretary I	19
Warehouse Worker	19
Secretary II	20
School Bus Driver II	20

Appendix “B” (Continued)

Secretary III	21
WorkAbility Technician	21
Bilingual Services Liaison	21
Maintenance Crafts Worker I	21
Career Pathways Technician*	21
Assistant Automotive Mechanic	22
Principal’s Secretary	22
Technology Support Specialist	22
Data Systems Specialist	23
Maintenance Crafts Worker II	23
Library/Media Specialist	25
Buyer	26
PAC and Audio Visual Technician	26
Automotive Mechanic	27
Maintenance Crafts Worker III	28
Specialized Health Care Assistant	28
Technology Support Assistant	29
Student Information System Coordinator	30
Lead Mechanic	31
Network Engineer	31

*Certification as a Career Technician

APPENDIX "C"
CLASSIFIED SCHEDULE OF HOURLY WAGE RATES

(Effective July 1, 2019)

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
10	14.15	14.86	15.60	16.38	17.20
11	14.50	15.23	15.99	16.79	17.63
12	14.86	15.60	16.38	17.20	18.06
13	15.23	15.99	16.79	17.63	18.51
14	15.60	16.38	17.20	18.06	18.96
15	15.99	16.79	17.63	18.51	19.44
16	16.38	17.20	18.06	18.96	19.91
17	16.79	17.63	18.51	19.44	20.41
18	17.20	18.06	18.96	19.91	20.91
19	17.63	18.51	19.44	20.41	21.43
20	18.06	18.96	19.91	20.91	21.96
21	18.51	19.44	20.41	21.43	22.50
22	18.96	19.91	20.91	21.96	23.06
23	19.44	20.41	21.43	22.50	23.63
24	19.91	20.91	21.96	23.06	24.21
25	20.41	21.43	22.50	23.63	24.81
26	20.91	21.96	23.06	24.21	25.42
27	21.43	22.50	23.63	24.81	26.05
28	21.96	23.06	24.21	25.42	26.69
29	22.50	23.63	24.81	26.05	27.35
30	23.06	24.21	25.42	26.69	28.02
31	23.63	24.81	26.05	27.35	28.72

***Does not include longevity pay (see Article 10.1.5)**

Effective July 1, 2019

APPENDIX "D"
CSEA DUES SCHEDULE

(Effective October 1, 2017)

Effective October 1, 1017	
Monthly Salary Cap	\$3,150
Monthly Dues Maximum	\$47.25
Annual Dues Maximum	\$472.50

Dues shall be deducted in eleven (11) equal monthly installments throughout the year.

* Amounts do not include the \$3.00 per month for local chapter dues.