

**AGREEMENT BETWEEN**

**YUBA CITY UNIFIED SCHOOL DISTRICT**

**AND**

**CALIFORNIA SCHOOL**

**EMPLOYEES ASSOCIATION**

**AND ITS**

**CHAPTER #265**

**2017/2020**



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1  
2 **AGREEMENT BETWEEN**  
3 **YUBA CITY UNIFIED SCHOOL DISTRICT**  
4 **AND**  
5 **CSEA CHAPTER #265**  
6  
7

8 **ARTICLE I: AGREEMENT**  
9

10 The Yuba City Unified School District (hereinafter "District") and the exclusive  
11 representative, California School Employees Association and its Chapter #265  
12 (hereinafter "Association"), have reached this collective bargaining agreement through  
13 "meeting and negotiating" as defined by Section 3540.1(h) of the Government Code.  
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1 **ARTICLE II: LENGTH OF AGREEMENT**

2  
3 **A. Term**

4  
5 This Agreement shall become effective on July 1, 2017, through June 30, 2020 and  
6 shall remain in full force and effect until a successor agreement is reached by the  
7 parties.

8  
9 **B. Reopeners**

10  
11 **1. For the 2018/19 School Year**

12  
13 Either Party may reopen salary, health and welfare benefits and up to four  
14 (4) additional articles of their choice.

15  
16 **2. For the 2019/20 School Year**

17  
18 Either Party may reopen any articles of their choice.

19  
20 CSEA and the District have identified a mutual interest in negotiating  
21 departmental/structural changes in the Transportation and Maintenance and  
22 Operations departments. This also includes changes to the Custodial operations  
23 of the District. These changes may include pilot programs to assess the  
24 departmental and District needs. The Parties agree to this process in September  
25 2017 and shall schedule monthly meetings through the completion of these  
26 changes.

27  
28 This concludes negotiations for the 2016/17 and 2017/18 school years.  
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**ARTICLE III: RECOGNITION AND COVERAGE**

The District acknowledges that Yuba City Chapter #265 of the California School Employees Association is the exclusive bargaining representative for all classified employees, including all newly created classifications, except those that are lawfully designated certificated, management, confidential or supervisory. If there is a disagreement between the District and CSEA regarding the inclusion of a classification in the bargaining unit, then the dispute shall be submitted to PERB for resolution.

1 **ARTICLE IV: HOURS**

2  
3 **A. Work Year**

4  
5 The District and the Association agree that the work year for all unit members  
6 shall be computed in accordance with the procedures listed below.  
7

8 **1. Student Attendance Day Employee - 180 Days**

9  
10 Student attendance day employees work one hundred eighty (180) days.  
11 Such employees will be paid for earned vacation and holidays. All  
12 student attendance day employees will be paid for twelve (12) holidays  
13 per year regardless of their work calendar.  
14

15 **2. Ten Month Employee - 217 Days (205 + 12 Holidays)**

16  
17 The work year for ten-month (two hundred seventeen (217) days)  
18 employees will be established each year by the supervising administrator  
19 or classified manager in consultation with the employee. Work year  
20 calendars must be established and forwarded to Personnel by June 15 of  
21 the preceding school year. Vacation is earned in accordance with the  
22 current Agreement and is to be taken during the two hundred seventeen  
23 (217) days. Holidays are included in the two hundred seventeen (217)  
24 days and will be paid in accordance with Article VI.  
25

26 **3. Eleven Month Employees - 240 Days (227 + 13 Holidays)**

27  
28 The work year for eleven-month (two hundred forty (240) days)  
29 employees will be established each year by the supervising administrator  
30 or classified manager in consultation with the employee. Work year  
31 calendars must be established and forwarded to Personnel by June 15 of  
32 the preceding school year. Vacation is earned in accordance with the  
33 current Agreement and is to be taken during the two hundred forty (240)  
34 days. Holidays are included in the two hundred forty (240) days and will  
35 be paid in accordance with Article VI.  
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1           **4.     Twelve Month Employees – 260 Days**

2  
3           Twelve-month employees will work two hundred sixty (260) days. The  
4           District will determine the 260 days available to work and notify  
5           employees of those dates after the calendar is Board approved.  
6

7           Vacation and holidays are included and paid in the 260-day count. A  
8           memorandum will be sent out each July to twelve-month employees  
9           letting them know how many school days there are in that school year.  
10

11           **5.     Employees With Other Work Years**

12  
13           Variations from the above work year schedules may be requested by the  
14           employee and/or supervisor. Such variations must be approved in  
15           advance by the Assistant Superintendent for Human Resources. The  
16           procedures cited above for ten-month (217-day) employees will apply.  
17

18   **B.     Workweek**

19  
20           The workweek for a full-time unit member shall consist of five (5) consecutive  
21           days of eight (8) hours per day and forty (40) hours per week. This Article shall  
22           not restrict the District from extending the regular workday or workweek on an  
23           overtime basis.  
24

25   **C.     Workday**

26  
27           The length of the workday shall be designated by the District for each classified  
28           position. Each employee shall be assigned a fixed and regular minimum number  
29           of hours.  
30

31   **D.     Adjustment of Assigned Time**

32  
33           A classified employee who works a minimum of thirty (30) minutes per day in  
34           excess of his/her part-time assignment for a period of twenty (20) consecutive  
35           working days or more, shall have his/her basic assignment changed to reflect the  
36           longer hours in order to acquire fringe benefits on a properly prorated basis as  
37           specified in Education Code Section 45136.  
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1 **E. Lunch Period**

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Employees will be entitled to a lunch period, without pay, for a period of no longer than one (1) hour nor less than one-half (½) hour. The time of the lunch period, and the location at which it will be taken, will be scheduled by the supervisor. For full-time employees, the lunch period will occur at or about the midpoint of each work shift.

9 **F. Rest Periods**

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Employees will be allowed rest periods at the rate of fifteen (15) minutes for each four (4) hours worked. Eight-hour-a-day employees will be allowed a maximum of thirty (30) minutes per day as a rest period. Employees working less than eight (8) hours and more than four (4) hours per day will receive rest periods on a prorated share of fifteen (15) minutes per four (4) hours worked. Employees working two and one-half (2-1/2) hours or more and less than four (4) hours will receive a 10-minute rest period. Rest periods are a part of the regular workday and will be compensated at the regular rate of pay for the employee. The time and the location of rest periods will be scheduled by the supervisor.

21 **G. Shift Changes**

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1. Absent an employee volunteer, where a permanent shift change is to occur, the person with the least seniority in that class shall be assigned to this shift.
2. The district shall only change an employee's permanent shift after fifteen (15) working days notice to the employee. The District agrees to notify CSEA of all shift changes at the time of the employee notification and provide a reason for the change.
3. Less than twelve (12) month employees whose shift will be changing for the next school shall be notified by the District five (5) working days prior to the end of the current school year; (if for some reason this time line is missed the notice period will revert to the number 2 above.)
4. Upon mutual agreement between the employee, CSEA, and the District the timelines may be waived.

1 **H. Split-Shift Differential Compensation**

2  
3 Employees whose assigned shift contains one (1) or more periods of equal time,  
4 the total of which exceeds one (1) hour, shall be paid a shift differential premium  
5 of twenty-five cents (\$.25) per hour above the regular rate of pay, up to eight (8)  
6 hours per day. Compensation will apply only to regular assigned working hours  
7 and will not apply to any hours that are not part of the employee’s regular shift.  
8 In the event the period of unpaid time is part of the employee’s lunch period, the  
9 one-hour lunch period that is without compensation will not become part of the  
10 split-shift differential time.

11  
12 For bus drivers, an additional twenty-five cents (\$.25) per hour above the regular  
13 rate on the salary schedule will be paid for their regular assigned working hours,  
14 as all drivers are considered to be on a split shift.

15  
16 **I. Compensatory Time Off**

17  
18 Employees who receive advanced administrative/management authorization to  
19 work additional time or overtime will be paid for this time or, at their discretion,  
20 will accumulate compensatory time off (“CTO”) for such additional time or  
21 overtime. No employee may have credited to his/her account, at any time, more  
22 than forty (40) hours of CTO. Compensatory time off, if requested by the  
23 employee and approved, shall be granted at the appropriate rate of pay as  
24 stipulated in this Agreement. Requests for compensatory time off shall be  
25 submitted to the supervisor and approved prior to taking the time off.  
26 Compensatory time shall be taken within twelve (12) calendar months following  
27 the month the additional time or overtime was worked, provided it has the  
28 approval of the supervisor and does not impair the services rendered by the  
29 District. CTO not taken within twelve (12) calendar months shall be paid in cash.

30  
31 In the Transportation Department, trips shall be paid unless CTO is approved as  
32 an option by the supervisor.

33  
34 **J. Overtime**

35  
36 Overtime will be compensated at:

- 37  
38 • Time and one-half after either eight (8) hours in any one (1) day or forty  
39 (40) hours in any one (1) week;

- 1           • Double time after eight (8) hours on Saturday and all day Sunday.
- 2
- 3           • A unit member who works four (4) hours or more per day will receive
- 4           overtime for all time worked on the sixth and seventh day.
- 5
- 6           • A unit member who works less than four (4) hours per day will receive
- 7           overtime for all time worked on the seventh day.
- 8

9   **K. Overtime Distribution**

10

11           Overtime shall be distributed to employees on the basis of a rotation schedule

12           that will be established by the supervisor. The rotation schedule is to be initiated

13           on the basis of seniority, but will be kept current on a rotating basis.

14

15   **L. Overtime Distribution for Bus Drivers**

16           Moved to Article XXI Transportation

17

18   **M. Right of Refusal**

19

20           An employee may refuse a request by the supervisor for overtime, call-back, or

21           call-in if such refusal will not impair the services of the District when another

22           qualified employee can be called upon to accomplish the task at hand. Should

23           the request for overtime, call-back, or call-in be of an emergency nature, the

24           employee may not refuse.

25

26   **N. Minimum Call-In Time**

27

28           An employee called in to work on a day when he/she is not scheduled to work

29           shall receive a minimum of two (2) hours' pay at the appropriate rate of pay

30           under this Agreement (see Article IV.J.).

31

32   **O. Call-Back Time**

- 33
- 34           1. An employee called back to work after completion of his/her regular
- 35           assignment shall be compensated as follows:
- 36
- 37           • if on Monday through Friday, actual time worked at the
  - 38           appropriate rate of pay (see Article IV.J.), but not less than two (2)
  - 39           hours of pay.
- 40



- if on Saturday, actual time worked at time and one-half ( $\frac{1}{2}$ ), but not less than two (2) hours of pay.
- if on Sunday, actual time worked at double time, but not less than two (2) hours of pay.

2. In the case of multiple call backs in a single day, time actually worked shall be aggregated, but the minimum guaranteed hours of pay shall be three (3) hours.

**P. Standby Time – Bus Drivers**

Moved to Article XXI

**Q. Training**

Those classified employees required to attend or receive special training by the District in CPR and first aid certification shall either receive such training during working hours or shall be compensated at their appropriate rate of pay if the training is taken at some time other than working hours.

**R. Bus Drivers' Certification**

Moved to Article XXI Transportation

**S. Travel**

Unit members directed by the District to attend meetings or perform District business shall be reimbursed for lodging and meals, not to exceed the amounts set forth in District policy.

**T. Bus Driver Meal Reimbursement**

Moved to Article XXI Transportation

**U. Temporary Assignment**

Employees temporarily assigned to work in a position other than their regularly assigned position, but within their classification, shall be paid at their regular rate of pay.

1 **V. Flexible Hour Scheduling**

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An employee may work flexible hours if it suits program needs subject to the following.

1. Only full-time employees are eligible.
2. There is no cost to the District in terms of lost work time or increased pay or overtime.
3. The unit member has requested flexible hours and has agreed to work the schedule.
4. Prior approval of the supervising administrator/manager is required.
5. An employee may elect to return to his/her regularly assigned work schedule with one (1) week written notice.
6. Approval to work an alternative schedule may be revoked by the administrator/manager or the District with one (1) week written notice.

4-7

**W. Bus Driver Work Year/Day**  
Moved to Article XXI Transportation

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**ARTICLE V: SAFETY CONDITIONS**

- A. Classified employees are urged to report to the administrator/supervisor any condition determined to be unsafe to students or staff. This report will be in writing and will be sent to the site administrator/supervisor, who shall take appropriate action. Safety standards shall be determined through CAL OSHA.
  
- B. The District will provide protective clothing for bus mechanics, i.e., once a week laundry service for coveralls.

1           **ARTICLE VI: HOLIDAYS**

2  
3   **A.   Legal Holidays**

4  
5       **1.**    The District and the Association agree that, for the duration of this  
6            Agreement, the employees in the bargaining unit shall receive thirteen  
7            (13) paid holidays per year as follows:  
8

New Year's Day	January 1
Martin Luther King's Day	Third Monday in January
Lincoln's Birthday	February 12 (or upon mutual agreement)
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9 (typically, this holiday shall be observed by unit members on the last regular work day prior to New Year's Day each year).
Veterans' Day	November 11
Thanksgiving	The Thursday in November proclaimed by the President of the United States and the Friday following said day.
Christmas Holidays	December 24 and 25

9   **2.**    When a holiday falls on a unit member's regularly scheduled day off, a  
10           replacement day off shall be provided.

11  
12       **a.**    If it falls on a Saturday (or the sixth day in the employee's work  
13            week), the preceding workday not a holiday shall be deemed to be  
14            that holiday.

15  
16       **b.**    If it falls on Sunday (or the seventh day in the employee's work  
17            week), the following workday not a holiday shall be deemed to be  
18            that holiday.

19  
20       **c.**    The operation of this section shall not cause any unit member to  
21            lose any of the holidays clearly indicated in this Article.  
22  
23  
24

1           3.     When a classified employee is required to work on any of said holidays,  
2                   he/she shall be paid compensation or given compensating time off for  
3                   such work in addition to the regular pay received for the holiday at the  
4                   rate of time and one-half his/her regular rate of pay.  
5

6     **B.     Additional Holidays**  
7

8           Any day declared by the President of the United States or the Governor of  
9           California proclaiming said day to be a holiday as a result of mourning,  
10           thanksgiving, etc., will be a paid holiday for classified employees.  
11

12     **C.     Holiday Eligibility**  
13

14           **1.     Criteria**  
15

16                   Except as otherwise provided in this Article, an employee must be in paid  
17                   status on the working day immediately preceding or succeeding the  
18                   holiday to be paid for the holiday.  
19

20           **2.     July 4**  
21

22                   All employees who work during the period from the end of their normal  
23                   work year, or period, up to or past July 4, shall be paid holiday pay for  
24                   July 4 based on the following formula:  
25

26                                 Add the total hours the employee actually worked in  
27                                 that period and divide the sum by the total regular  
28                                 work days a person could have worked during that  
29                                 period. The result will be the holiday hours to be  
30                                 paid for July 4, if the employee meets the contract  
31                                 requirements for holiday pay (see C.1. above).  
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1 **ARTICLE VII: VACATION**

2  
3 **A. Eligibility**

- 4
- 5 1. All employees in the bargaining unit shall earn paid vacation time under  
6 this Article.  
7
  - 8 2. Vacation benefits are earned on a fiscal year basis July 1 - June 30.  
9
  - 10 3. Earned vacation shall not become a vested right until completion of the  
11 initial six (6) months of employment.  
12
  - 13 4. To earn the contractual amount of vacation, the employee must have:  
14
    - 15 a. First Month of Employment: Commenced work on or before the  
16 first working day following the 10<sup>th</sup> calendar day of the month in  
17 order to earn vacation leave for that month.  
18
    - 19 b. Last Month of Employment: Worked at least through the 20<sup>th</sup>  
20 calendar day of the last month of employment.  
21
    - 22 c. Other Months: Rendered service to the District (or been in full paid  
23 status) for not less than fifty percent (50%) of the working days in  
24 the month during each other month of employment.  
25

26 **B. Rate of Accrual**

- 27
- 28 1. A full-time unit member shall earn vacation as set forth below.  
29
    - 30 a. For the first sixty (60) months of service, the earned vacation shall  
31 be five-sixths (5/6) days per month.  
32
    - 33 b. For the sixty-first (61<sup>st</sup>) through one hundred fifty-sixth (156<sup>th</sup>)  
34 months of service, the earned vacation shall be one and one-fourth  
35 (1-1/4) days per month.  
36
    - 37 c. For the one hundred fifty-seventh (157<sup>th</sup>) through two hundred  
38 sixteenth (216<sup>th</sup>) months of service, the earned vacation shall be one  
39 point four-one-seven (1.417) days per month.  
40

1           d.     For the two hundred seventeenth (217<sup>th</sup>) month of service and  
2                 following, the earned vacation shall be one point six-six-seven  
3                 (1.667) days per month.  
4

5           2.     Regular employees who work less than a full day shall earn that  
6                 proportionate share of vacation benefits that the number of hours worked  
7                 per day relates to eight (8) hours.  
8

9           3.     **Accumulation**

10  
11                 Earned vacation should be used during the current school year or the  
12                 following school year. When vacation is used during the current school  
13                 year but before the end of the fiscal year, and the employee does not  
14                 complete the fiscal year, that amount of vacation used and not earned will  
15                 be deducted from the last month's salary. Employees must secure the  
16                 supervisor's consent prior to accumulating excess vacation leave and may  
17                 not accumulate more than ten (10) working days of vacation leave beyond  
18                 one (1) fiscal year's accrual rate.  
19

20    **C.     Vacation Pay**

21  
22                 Pay for vacation days for all bargaining unit employees shall be the same as that  
23                 which the employee would have received had he/she been in a working status.  
24

25                 When an employee in the bargaining unit is terminated for any reason, he/she  
26                 shall be entitled to all vacation pay earned and accumulated up to and including  
27                 the effective date of the termination.  
28

29    **D.     Miscellaneous Provisions**

30  
31           1.     Employees shall take vacations at the convenience of the District, with the  
32                 specific approval of the principal and/or the supervisor.  
33

34           2.     When a legal holiday falls within a vacation period, it will not constitute a  
35                 vacation day.  
36

37           3.     If the District cancels a scheduled vacation within three (3) days of the  
38                 commencement of said scheduled vacation, the District will reimburse  
39                 that proven monetary loss, if any, sustained by the employee.  
40

1 4. If an employee's vacation becomes due during a period when he/she is on  
2 leave due to illness or injury, he/she may request that his/her vacation  
3 dates be rescheduled in accordance with other provisions of this Article.  
4

5 5. Vacation schedules meeting the approval of the principal and/or  
6 supervisor shall be established on or before May 15. Employees will be  
7 given notification of approved vacation dates on or before June 1.  
8

9 **E. Interruption of Vacation**

10  
11 An employee in the bargaining unit shall be permitted to interrupt or terminate  
12 vacation leave in order to begin illness or bereavement leave without a return to  
13 active service, upon notification to the supervisor, provided the employee  
14 supplies adequate supporting information regarding the basis for such  
15 interruption or termination.  
16  
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1 **ARTICLE VIII: LEAVES**

2  
3 **A. Sick Leave**

- 4
- 5 1. Each classified employee in the unit shall be entitled to a leave of absence  
6 without loss of pay for illness or injury on the basis of one (1) day for each  
7 month of employment.
- 8
- 9 a. A classified employee, employed five (5) days a week, who is  
10 employed for less than a full fiscal year is entitled to that  
11 proportion of twelve (12) days' leave of absence for illness or injury  
12 as the number of months he/she is employed bears to twelve (12).
- 13
- 14 b. A classified employee employed less than five (5) days per week  
15 shall be entitled, for a fiscal year of service, to that proportion of  
16 twelve (12) days' leave of absence for illness or injury as the  
17 number of days he/she is employed per week bears to five (5).
- 18
- 19 2. Unused sick leave shall be carried forward to the succeeding year(s).
- 20
- 21 3. To earn the contractual amount of sick leave, the employee must have:
- 22
- 23 a. commenced work on or before the first working day following the  
24 10<sup>th</sup> calendar day of the month in order to earn sick leave for that  
25 month.
- 26
- 27 b. worked at least through the 20<sup>th</sup> calendar day of the last month of  
28 employment.
- 29
- 30 c. rendered service to the District (or been in full paid status) for not  
31 less than fifty percent (50%) of the working days in the month  
32 during each other month of employment.
- 33
- 34 4. Pay for any day of such absence shall be the same as the pay which would  
35 have been received had the employee served during the day of illness.
- 36
- 37 5. At the beginning of each fiscal year, the full amount of sick leave granted  
38 under this section shall be credited to each employee. Credit for sick leave  
39 need not be accrued prior to taking such leave and such leave may be  
40

1 taken at any time during the year. However, a new employee of the  
2 District shall not be eligible to take more than six (6) days until the first  
3 day of the calendar month after completion of six (6) months of active  
4 service with the District.  
5

6 **6.** If a unit member does not take a leave during the school year, which  
7 causes a deduction from his/her sick leave account, he/she shall be  
8 granted one (1) wellness day to be scheduled in the same manner as  
9 vacation: This day:

10  
11 **a.** shall be taken during the next school year; and

12  
13 **b.** has no cash value.  
14

15 **7.** Upon separation from the District prior to the end of the fiscal year, all  
16 accrued sick leave allowances shall be adjusted to the amount actually  
17 earned for service to date of separation and any payment for sick leave  
18 absence over and above that actually earned shall be deducted from the  
19 final paycheck.  
20

21 **8.** When a person employed in the classified service is absent from his/her  
22 duties on account of illness or accident for a period of one hundred (100)  
23 consecutive working days or less, whether or not the absence arises out of  
24 or in the course of employment of the employee, the amount deducted  
25 from the salary due him/her for any month in which the absence occurs  
26 shall not exceed the sum which is actually paid a substitute employee  
27 employed to fill his/her position during his/her absence. This leave does  
28 not renew at the commencement of each school year except in the event of  
29 a new illness or accident.  
30

31 **9.** Any employee who claims sick leave for three (3) consecutive days or  
32 more may be required, at the discretion of the supervisor, to supply proof  
33 of medical inability to work. For any absence of less than three (3)  
34 consecutive days, an employee with an excessive or unusual absence  
35 pattern may be required to submit a medical certificate verifying his/her  
36 illness or injury for any subsequent days of absence. Any such request for  
37 medical verification shall be preceded by a written warning from the  
38 District that the employee may be required to provide such certificate  
39 prior to any further sick leave usage. Any such written warning shall  
40 remain in effect for twelve (12) months.

1 **B. Bereavement Leave**

2  
3 A unit member is entitled to three (3) days of absence (or five (5) days of absence  
4 if the funeral is either out-of-state or travel of at least two hundred fifty (250)  
5 miles one-way is required to attend the funeral), for the death of any member of  
6 the immediate family, with no deduction from the salary of such employee.  
7

- 8 1. The immediate family is defined as husband, wife, mother, father, sister,  
9 brother, son, daughter, mother-in-law, father-in-law, son-in-law,  
10 daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother,  
11 grandchild, foster parents, stepparent, stepson, stepdaughter, and if living  
12 in the immediate household, foster son, foster daughter, or any relative of  
13 either spouse.  
14  
15 2. A request for bereavement leave shall be made to the administrative  
16 supervisor.  
17

18 **C. Pregnancy Disability Leave**

19  
20 **1. Eligibility**

21  
22 All female bargaining unit members, regardless of length of service with  
23 the District, shall be entitled to take a pregnancy disability leave if they are  
24 actually disabled by pregnancy.  
25

26 **2. Length of Leave**

27  
28 **a.** Leave of up to four (4) months may be taken, as needed, for the  
29 period(s) of time a bargaining unit member is actually disabled by  
30 pregnancy.  
31

32 1. Four (4) months means the number of days the bargaining  
33 unit member normally would work within that four (4)  
34 month period.  
35

36 2. For example, a full-time bargaining unit member who works  
37 five (5) eight-hour days per week would be entitled to up to  
38 eighty-eight (88) working days of leave, based on an average  
39 of twenty-two (22) working days per month for four (4)  
40 months.

1           b.     A bargaining unit member who works fewer than five (5) days a  
2                     week, or eight (8) hours per day, receives leave on a pro rata or  
3                     proportional basis.  
4

5           **3.     Intermittent Leave**

6  
7           The leave may be taken intermittently or in a reduced work schedule  
8                     when medically advisable, as determined by the health care provider of  
9                     the bargaining unit member.  
10

11          **4.     Compensation**

12  
13          The leave is unpaid. A bargaining unit member may elect, however, to  
14                     use accrued sick or vacation leave during the otherwise unpaid portion of  
15                     the leave. The District may require a bargaining unit member to use  
16                     accrued sick leave during the otherwise unpaid portion of the leave.  
17

18          **5.     Benefits**

19  
20          During the leave, a bargaining unit member will receive District-paid  
21                     benefits at the same level as if the bargaining unit member were not on  
22                     leave. A bargaining unit member will continue to accrue seniority during  
23                     the leave period.  
24

25          **6.     Notice**

26  
27          A bargaining unit member must provide the District at least thirty (30)  
28                     days advanced written notice before leave is to begin. If thirty (30) days  
29                     advance notice is not practicable, such as because of a lack of knowledge  
30                     of approximately when leave will be required to begin, a change in  
31                     circumstances, or a medical emergency, notice must be given as soon as  
32                     practicable.  
33

34          **7.     Medical Certification of Need for Leave**

35  
36          The District will require medical certification of the need for leave. The  
37                     medical certificate should contain:  
38  
39

- a. The date on which the bargaining unit member became disabled due to pregnancy;
- b. The probable duration of the period or periods of disability; and
- c. An explanatory statement that because of the disability, the bargaining unit member is either unable to work at all or is unable to perform any one (1) or more of the essential functions of her position, without undue risk to herself or to other persons, or to the successful completion of her pregnancy.

**8. Release to Return to Work**

The District will require a bargaining unit member to obtain a release to return to work from her health care provider prior to returning to work.

**9. Reinstatement**

A bargaining unit member will be reinstated in accordance with FEHC §7291.9.

**D. Personal Necessity Leave**

**1. Emergency**

Up to seven (7) days of leave of absence allotted for illness or injury may be used each year by the employee, at his/her election, in cases of emergency. Emergency leave shall be limited to the following:

- a. Serious illness or death of a member of his/her immediate family when additional leave is required beyond that provided by this Agreement.
- b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- c. Appearance in any court or before any administrative tribunal as litigant, party, or witness under subpoena, or any other order made with jurisdiction.

- d. Immediate family has the same meaning as described previously in this Article.
- e. All requests for emergency leave must be submitted in writing, on the form provided, to the principal of the school or supervisor in advance, when possible, of the date of the requested leave. Such a request must include a statement of the emergency, why this is an “emergency” and why the “emergency” requires absence from work at the requested time. If the principal or supervisor determines such emergency has been indicated, the leave will be granted.
- f. In extreme circumstances, additional (i.e., more than seven (7) total) days of sick leave may be utilized if the situation meets all of the criteria set forth in Section D.1.a. & b. Such additional days are at the sole discretion of the Superintendent.

**2. Personal**

- a. Up to five (5) days of leave of absence allotted for personal necessity may be used each year by a unit member, for personal reasons. In the event the reason for personal leave is private in nature involving the unit member or his/her family, the unit member will so state, the details of the private nature of the request will not be pursued.
- b. Such leaves may not be used for matters of purely personal convenience, recreation, or to intentionally extend holidays.
- c. A unit member may take such leave if he/she completes and submits to the District’s Personnel Department the necessary notification form at least five (5) days in advance.
- d. Such leave shall not be used for concerted activity of any kind, whether Association related or not.

1           **3.     Compensation**

2  
3           Personal Necessity Leave may not be taken for the purpose of conducting  
4           business for which the employee could reasonably be expected to receive  
5           compensation.  
6

7           **4.     Falsification of Leave**

8  
9           Any bargaining unit member who falsifies a request for personal necessity  
10          leave, or any other leave, shall be guilty of a violation of this Agreement  
11          and subject to appropriate discipline.  
12

13 **E.     Subpoenas and Jury Duty Leave**

14  
15          **1.     Trial and Inquest Jury**

16  
17          A unit member who is called to serve on a trial or inquest jury shall  
18          receive his/her full salary. The unit member will rebate to the District  
19          his/her pay for jury duty. If the unit member's check for jury duty  
20          includes both jury duty and mileage, the unit member will pay the District  
21          that amount of money paid to him/her for jury duty in cash or by personal  
22          check made out to the District. This payment must be in the Business  
23          Office prior to the last day of the month following the month in which the  
24          unit member receives the payment for jury duty.  
25

26          **2.     Grand Jury**

27  
28          A unit member shall be released for Grand Jury service as required by  
29          law.  
30

31 **F.     Military Leave**

32  
33          A classified employee granted a military leave of absence shall be entitled to  
34          provisions of the Military and Veteran's Code.  
35

36 **G.     Industrial Illness and Accident Leave**

37  
38          The rules and regulations for industrial accident or illness leaves of absence for  
39          employees in the classified bargaining unit are:  
40





1 d. During all paid leaves of absence, whether industrial accident, sick  
2 leave, vacation, compensated time off or other available leaves  
3 provided by law or the action of the District, the employee shall  
4 endorse to the District wage loss benefit checks received under the  
5 worker's compensation laws of this State. The District, in turn,  
6 shall issue the employee appropriate warrants for payment of  
7 wages or salary and shall deduct normal retirement and other  
8 authorized contributions. Reduction of entitlement to leave shall  
9 be made only in accordance with this section.

10  
11 e. When all available leaves of absence, paid or unpaid, have been  
12 exhausted and if the employee is not medically able to assume the  
13 duties of his/her position, he/she shall, if not placed in another  
14 position, be placed on a reemployment list for a period of thirty-  
15 nine (39) months. When available, during the 39-month period,  
16 he/she shall be employed in a vacant position in the classification of  
17 his/her previous assignment over all other available candidates,  
18 except for a re-employment list established because of lack of work  
19 or lack of funds, in which case he/she shall be listed in accordance  
20 with appropriate seniority regulations. During the 39-month re-  
21 employment period the employee must accept the vacant position  
22 when it becomes available to him/her or relinquish his/her re-  
23 employment right under this provision.

24  
25 f. An employee receiving benefits as a result of this section shall,  
26 during periods of injury or illness, remain within the State of  
27 California unless the District authorizes travel outside the State.  
28

29 **H. Association Leave**

30  
31 Up to ten (10) days of total paid leave may be allowed for the President of the  
32 Association, or any officers designated by the President, for the purpose of  
33 attending Association business. The President of the Association must submit  
34 the request for such leave to the Superintendent or his/her designee at leave least  
35 forty-eight (48) hours prior to commencing such leave. Written approval of the  
36 Superintendent is required before a leave of this nature can be taken. Denial of  
37 such will be made only in those instances where the Superintendent feels the  
38 granting of such leave would be detrimental to the operations of the School  
39 District. The Association will reimburse the District for the cost of actual  
40

1 substitutes upon receipt and verification of total hours worked and rate paid for  
2 any such substitutes.

3  
4 **I. Miscellaneous Leave**

5  
6 A unit member may request a paid or unpaid leave of absence (in addition to  
7 those specified in this Article) by submitting such request and the reasons for  
8 such request to the Assistant Superintendent for Human Resources. All such  
9 leaves are at the sole discretion of the District.

10  
11 **J. Catastrophic Leave Bank (Salary Protection Plan)**

12  
13 **1. Creation**

- 14  
15 a. The Association and the District agree to create a Catastrophic  
16 Leave Bank effective July 1, 1994.  
17  
18 b. Hours in the Catastrophic Leave Bank shall accumulate from school  
19 year to school year (July 1 - June 30).  
20  
21 c. Hours shall be contributed to the Bank and withdrawn from the  
22 Bank without regard to the daily rate of pay of the Catastrophic  
23 Leave Bank participants.  
24  
25 d. The Catastrophic Leave Bank shall be administered by a committee  
26 comprised of three (3) members appointed by the Association and  
27 two (2) members appointed by the District.  
28

29 **2. Eligibility and Contributions**

- 30  
31 a. All unit members on active duty with at least one (1) year of  
32 employment with the District are eligible to contribute to the  
33 Catastrophic Leave Bank.  
34  
35 b. Participation is voluntary, but requires a contribution to the Bank.  
36 Only contributors will be permitted to withdraw from the Bank.  
37  
38  
39  
40

1 c. Unit members who elect not to join the Catastrophic Leave Bank  
2 upon first becoming eligible have a waiting period of forty-five (45)  
3 days after joining the bank before becoming eligible to withdraw  
4 from the Bank. This 45-day period does not modify the provisions  
5 for withdrawal specified in 3.b.  
6

7 d. The contribution, on the appropriate form, will be authorized by  
8 the unit member and continue from year to year until canceled by  
9 the unit member.  
10

11 e. Cancellation occurs automatically whenever a unit member fails to  
12 make a required assessment. Sick leave previously authorized for  
13 contribution to the Bank shall not be returned if the unit member  
14 effects cancellations.  
15

16 f. Contributions shall be made effective July 1 of each school year.  
17 Unit members returning from extended leave which included the  
18 enrollment period will be permitted to contribute within thirty (30)  
19 calendar days of beginning work. New hires will be permitted to  
20 contribute within thirty (30) calendar days of beginning work  
21 under the provisions of 2.a. The District shall supply enrollment  
22 forms for the Catastrophic Leave Bank to all new unit members and  
23 those unit members returning from leave.  
24

25 g. Unless waived by the Committee, each participating unit member  
26 shall contribute one day's sick leave based upon that employee's  
27 sick leave accrual each year. Returning unit members and new  
28 hires, described in 2.g., will contribute a prorated amount based on  
29 the number of months from the date of contribution and the end of  
30 the fiscal year.  
31

32 The annual contribution may be waived by the Committee if it is  
33 determined that the balance in the Bank is adequate to meet  
34 projected needs. Such a waiver shall not preclude a later  
35 assessment of supplemental contribution pursuant to h. below.  
36

37 h. The Committee may require, at any time, an additional day of  
38 contribution of participants if the number of hours in the Bank falls  
39 below a level to be determined by the Committee. Catastrophic  
40

1 Leave Bank participants who are drawing from the Bank at the  
2 time of the assessment will not be required to contribute to remain  
3 eligible to draw from the Bank. If a Catastrophic Leave Bank  
4 participant has no remaining sick leave at the time of the  
5 assessment, they need not contribute the additional hours to  
6 remain a participant in the Catastrophic Leave Bank.  
7

- 8 i. Should the Bank's accrual exceed a level to be determined by the  
9 Committee, the Committee may suspend contributions for a period  
10 of time agreed upon by the Committee. Returning unit members  
11 and new hires that become eligible to contribute during the  
12 suspended period must contribute the first year's assessment and  
13 any unit members joining under 2.c. will be assessed two (2) days  
14 of sick leave.

15 **3. Withdrawal from the Bank**  
16

- 17 a. Catastrophic Leave Bank participants, who have exhausted all  
18 forms of paid leave, may withdraw from the Bank for catastrophic  
19 illness or injury. Catastrophic illness or injury shall be defined as  
20 illness or injury that incapacitates the unit member for over ten (10)  
21 consecutive duty days. Catastrophic illness or injury shall be  
22 defined as any illness or injury that incapacitates a member of the  
23 unit member's immediate family for over ten (10) consecutive duty  
24 days which requires the unit member to take time off to care for  
25 that family member for no more than thirty (30) duty days in a  
26 school year. If a reoccurrence or a second illness or injury  
27 incapacitates a unit member or member of the unit member's  
28 family within twelve (12) months, it shall be deemed catastrophic  
29 after five (5) consecutive duty days.  
30

- 31 b. All forms of paid leave must be exhausted before the unit member  
32 qualifies for a withdrawal from the Bank.  
33

- 34 c. If a participant is incapacitated, applications may be submitted to  
35 the Committee by the participant's agent or member of the  
36 participant's family.  
37

- 38 d. Withdrawals from the Catastrophic Leave Bank shall be granted in  
39 units of no more than thirty (30) duty days.  
40

- 1 e. Prior to the expiration of a Catastrophic Leave allocation period, a  
2 recipient is eligible to apply to extend the leave allocation from the  
3 Bank in thirty (30) day units with no waiting period. Any  
4 extension of leave beyond the initial thirty (30) days allowed is at  
5 the discretion of the Committee. A participant's withdrawal may  
6 not exceed twelve (12) consecutive months.  
7
- 8 f. Participants applying to withdraw or extend their withdrawal from  
9 the Catastrophic Leave Bank will be required to submit a statement  
10 from the treating physician indicating the nature of the illness or  
11 injury and the probably length of absence from work. Members of  
12 the Committee shall keep information regarding the nature of the  
13 illness confidential.  
14
- 15 g. If a participant has drawn thirty (30) Catastrophic Leave Bank days  
16 and requests an extension, the Committee may require a medical  
17 review by a physician of the Committee's choice at the participant's  
18 expense. Refusal to submit to the medical review will terminate the  
19 participant's continued withdrawal from the Bank. The Committee  
20 may deny an extension of withdrawal from the Catastrophic Leave  
21 Bank based upon the medical report.  
22
- 23 h. Leave from the Bank may not be used for illness or disability which  
24 qualify the participant for Worker's Compensation benefits.  
25
- 26 i. When the Committee may reasonably presume that the applicant  
27 for a draw may be eligible for a Disability Award or a Retirement  
28 under PERS or, if applicable, Social Security, the Committee may  
29 request that the draw applicant apply for disability or retirement.  
30 Failure of the draw applicant to submit a complete applicant,  
31 including medical information provided by the applicant's  
32 physician, within twenty (20) calendar days will disqualify the  
33 draw applicant from further Catastrophic Leave Bank payments.  
34 Any requests for additional medical information from PERS or  
35 Social Security shall be submitted within ten (10) days or the  
36 participant's entitlement to Catastrophic Leave Bank payments will  
37 cease. If denied benefits by PERS or Social Security, the applicant  
38 must appeal or entitlement to the Catastrophic Leave Bank shall  
39 cease.  
40

- 1           j.     If the Catastrophic Leave Bank does not have sufficient hours to  
2 fund a withdrawal request, the Committee is under no obligation to  
3 provide hours and the District is under no obligation to pay the  
4 participant any funds whatsoever. If the Committee denies a  
5 request for withdrawal (or reapplication), because of insufficient  
6 hours to fund the request, they shall notify the participant, in  
7 writing, of the reason for the denial.  
8
- 9           k.     Catastrophic Leave shall not begin until receipt of written approval  
10 from the Committee.  
11
- 12          l.     The decision of the Committee is final and binding upon the  
13 participants.  
14

15       **4.     Administration of the Bank**  
16

- 17          a.     The Catastrophic Leave Bank Committee shall have the  
18 responsibility of maintaining the records of the Catastrophic Leave  
19 Bank, receiving withdrawal requests, verifying the validity of  
20 requests, approving or denying the requests, and communicating  
21 its decision, in writing, to the participants.  
22
- 23          b.     The Committee's authority shall be limited to administration of the  
24 Bank. The Committee shall approve all properly submitted  
25 requests complying with the terms of this Article. Withdrawals  
26 may not be denied on the basis of the type of illness or disability.  
27
- 28          c.     Applications shall be reviewed and decisions of the Committee  
29 reported to the applicant, in writing, within ten (10) duty days of  
30 receipt of the application.  
31
- 32          d.     The Committee shall keep all records confidential and shall not  
33 disclose the nature of the illness except as is necessary to process  
34 the request for withdrawal and defend against any appeals of  
35 denials.  
36
- 37          e.     By October 1 of each school year the District shall notify the  
38 Committee of the following:  
39  
40

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- (1) The total number of accumulated hours in the bank on June 30<sup>th</sup> of the previous school year.
  - (2) The number of hours contributed by unit members for the current year.
  - (3) The names of participating unit members.
  - (4) The total number of hours available in the Bank.
- f. By the tenth (10<sup>th</sup>) day of each calendar month, the District shall notify the Committee of the following:
- (1) The names of any additional unit members who have joined in accordance with Paragraph 2 (page 28).
  - (2) The total number of hours in the Bank at the beginning of the previous month.
  - (3) The total number of hours remaining in the Bank on the last day of the month.
- g. Not less than four (4) members of the Committee shall be present at any meeting of the Committee in order to conduct business of the Committee.

1 **ARTICLE IX: TRANSFER PROCEDURE**

2  
3 For purposes of this Article “transfer” shall mean the movement of an employee from  
4 one school, or one geographic location, to another. A lateral transfer shall include the  
5 same rate of pay and similar essential duties. Seniority will remain with the transferred  
6 employee into the new position.

7  
8 **A. Voluntary Transfers**

9  
10 When a new position is created, or an existing position become vacant, the  
11 District shall post the vacancy for a period of five (5) working days at all work  
12 sites where employees in the unit are regularly assigned. During that posting  
13 period, the vacancy will not be permanently filled.

14  
15 1. Any unit member in the classification may apply for a transfer to the  
16 vacant position and will be given “first consideration.”

17  
18 a. “First consideration” means that each unit member who applies  
19 and meets the employment standards for the position shall be  
20 afforded an interview.

21  
22 b. The Assistant Superintendent for Human Resources shall make the  
23 final determination regarding all transfer requests. Following that  
24 decision, all unit members interviewed will be contacted by the  
25 administrator/classified manager conducting the interview  
26 regarding the outcome of the employment process. If the  
27 administrator is unable to contact the unit member within three (3)  
28 working days after the decision has been made, a written  
29 notification shall be sent.

30  
31 2. The Assistant Superintendent for Human Resources shall notify the  
32 employee as to the disposition of the request. Such requests shall be  
33 granted or denied on the basis of the best interests of the District, as  
34 determined by the administration.

35  
36 3. If a unit member’s request for a voluntary transfer is denied, the unit  
37 member shall be granted, upon request, a meeting with the Assistant  
38 Superintendent for Human Resources to discuss reason(s) for the denial.



1 **B. Involuntary Transfers**

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Involuntary transfers of employees in the classified bargaining unit shall be made on the basis of need to the District as viewed by the administration. Employees who are to be involuntarily transferred shall be notified by their supervisor at least five (5) days prior to the date the transfer will take effect. Employees may only appeal an involuntary transfer to the Superintendent or his/her designee.

**C. Medical Transfers**

The District will offer alternative work, when the same is available, to an employee who has become medically unable to satisfactorily perform his/her regular job class duties, if a job is available and the individual meets the job qualifications as determined by the administration. The alternative work may constitute promotion, demotion, or lateral transfer to a related class and it shall be constituted only by agreement of the employee.

1 **ARTICLE X: GRIEVANCE PROCEDURE**

2  
3 **A. Definitions**

4  
5 (The definitions listed below pertain to and are only applicable to the Grievance  
6 Procedure as described in this Article.)  
7

- 8 1. A “grievance” is a claim by one (1) or more employees in the bargaining  
9 unit that they have been adversely affected by the application,  
10 misapplication or violation of specific provisions of this Agreement.  
11  
12 2. A “grievant” is an employee or employees or the Association asserting a  
13 grievance.  
14  
15 3. An “employee” is a person employed by the District, as described in  
16 Article III of this Agreement, at the time the grievance is filed.  
17  
18 4. A “supervisor” is the designated supervisory or management person, who  
19 at the lowest administrative level, assigns, directs the work of, or  
20 evaluates the employee.  
21  
22 5. A “day” is any day on which the District Office of the District is open for  
23 business.  
24  
25 6. “Party” means either the grievant(s) or the District.  
26

27 **B. Procedure (Informal and Formal Level I)**

- 28  
29 1. A grievance may be initiated after the employee alleging the grievance has  
30 first discussed the matter informally with the supervisor. The grievance  
31 may be adjusted provided that the adjustment is not inconsistent with the  
32 terms of this Agreement.  
33  
34 2. An employee alleging a grievance may initiate a grievance by personally  
35 filing a completed grievance form with the supervisor. Current forms  
36 may be obtained at all job sites. Relevant information obtained during the  
37 discussion described in B.1. above may be utilized. Information copies  
38 shall be sent to the supervisor and the Superintendent. Information shall  
39 include:  
40

- 1 a. A description of the specific grounds of the grievance, including  
2 names, dates and places necessary for a complete understanding of  
3 the grievance.  
4
- 5 b. A listing of the Article(s) of this Agreement which is/are claimed to  
6 have been violated.  
7
- 8 c. A listing of the reason(s) why the supervisor's proposed resolution  
9 of the problem is unacceptable.  
10
- 11 d. A listing of the specific action(s) requested of the District which the  
12 grievant feels will remedy the grievance.  
13
- 14 e. A request for conference with the supervisor if desired.  
15
- 16 3. A grievance to be considered under this procedure must be initiated  
17 within ten (10) days from when the grievant knew or reasonably should  
18 have known of the event or circumstances occasioning the grievance but  
19 in no case later than twenty (20) days from the date of the event or  
20 circumstances occasioning the grievance.  
21
- 22 4. Subsequent to the action described in Section B.1., a grievant may be  
23 represented at all stages of the grievance procedure by himself/herself  
24 and, at his/her option, by a representative selected by the Association.  
25
- 26 5. The supervisor may request a conference with the grievant. The  
27 supervisor shall present a written decision to the grievant within ten (10)  
28 days after receipt of the written grievance, or within ten (10) days after the  
29 meeting with the grievant, if such meeting is held. Information copies of  
30 the decision shall be sent by the supervisor to the Assistant  
31 Superintendent for Human Resources and the Superintendent.  
32

33 **C. The Superintendent of the District (Formal Level II)**  
34

- 35 1. The Association may appeal the decision of the supervisor to the  
36 Superintendent within ten (10) days after receipt of such decision.  
37
- 38 2. If the Association, the Superintendent, or the Superintendent's designee  
39 requests a conference during a grievance procedure, the request must be  
40

1 granted. The Association, the Superintendent or the Superintendent's  
2 designee may request the presence of a representative at any conference  
3 contemplated by this section.  
4

- 5 3. The Superintendent or the Superintendent's designee shall present a  
6 written decision to the grievant within ten (10) days after receipt of the  
7 written grievance or within ten (10) days after the meeting with the  
8 Association, if such meeting is held.  
9

10 **D. Grievance Arbitration (Formal Level III)**  
11

- 12 1. If the Superintendent's response is not satisfactory to the Association, the  
13 Association shall have the right to refer the matter to arbitration. Such  
14 referral shall be made by written demand submitted to the Superintendent  
15 within fifteen (15) working days of receipt of his/her decision. On receipt  
16 of the demand for such arbitration, the parties shall have fifteen (15)  
17 working days in which to agree on an arbitrator. Should the parties be  
18 unable to agree on an arbitrator, submission shall be made to the State  
19 Conciliation Services, who shall be requested to supply a list of names to  
20 the parties. Thereafter, the parties shall follow the rules and procedures of  
21 the State Conciliation Services.  
22

23 **2. Attendance at Hearing**  
24

25 The District agrees that employees shall not suffer loss of compensation  
26 for time spent as a grievant, representative or witness at a hearing held  
27 pursuant to this procedure.  
28

29 **3. Notice to Exclusive Representative**  
30

31 When the grievant is not represented by the exclusive representative, no  
32 solution shall be finally approved until the exclusive representative is  
33 given a statement in writing of the proposed solution and fifteen (15)  
34 working days in which to file a response.  
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**4. Response**

If there is no response within the time limits, the grievant may take the grievance to the next step. The parties may mutually agree to omit any step in the grievance procedure.

**5. Cost of Hearing**

The fees and expenses of the arbitrator and any other costs incurred at his/her discretion shall be shared equally by the parties. If there are multiple grievants, all of the grievants shall be considered one party for the purpose of sharing costs. If the Board adopts findings and conclusions different from the arbitrator's, the District shall bear fully the costs that otherwise would be shared.

**6. Presentation**

An employee or his/her representative, or both, may present a grievance while on duty. No more than three (3) employees may participate while on duty, whether grievants, representatives or witnesses, unless otherwise approved by the District.

**7. Arbitrator's Decision**

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to add to, amend, or delete any terms of this Agreement, or to make any decision which requires the commission of an act prohibited by law, or which is violation of the terms of this Agreement. If either party (i.e., the District or the grievant) should file an action pursuant to Section 1094.5 of the Code of Civil Procedure in Superior Court for review of the arbitrator's decision within thirty (30) days of receipt of that decision, such decision will be stayed pending review by the court. The court, on review, shall exercise its independent judgment on the evidence. If no action is filed within the thirty (30) day time frame, the decision of the arbitrator, submitted to the Superintendent and the Association, shall become final and binding on the parties to the arbitration.

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8. This provision of this Agreement calling for arbitration in the grievance procedure shall not be construed as intending the application of Section 1280 and following of the Code of Civil Procedure except in the instance where more than thirty (30) days have elapsed since receipt of the arbitrator's decision. If any provision of this Agreement concerning the referral of a grievance to arbitration is determined invalid, then all of the provisions of this Agreement providing for referral of a grievance to arbitration shall be reopened for negotiations on that subject matter at the request of either party.

1 **ARTICLE XI: EVALUATION PROCEDURE**  
2

3 **A.** A unit member shall be evaluated and their competence assessed as it relates to  
4 the performance of their duties as outlined in their job description as well as the  
5 qualities of responsibility, cooperation, effort and initiative, personal relations  
6 with supervisor(s), staff, students and the public.  
7

8 **B.** A specific amount of time shall be set aside by the supervisor and the employee  
9 to discuss the evaluation and the reasons for the various ratings.  
10

11 **C.** New employees shall be evaluated at least twice during the probationary first  
12 year of employment.  
13

14 **D. Frequency**  
15

16 1. A permanent unit member shall be evaluated at least once prior to the end  
17 of May each fiscal year.  
18

19 2. A permanent employee who is reclassified or promoted shall be evaluated  
20 at least twice during the first six (6) months of their new position. This  
21 six-month period shall represent their probationary period.  
22

23 3. This shall not preclude supervisors from making additional evaluations.  
24

25 **E.** Employees who occupy two (2) positions, either in the same classification or in  
26 different classifications, will be evaluated in accordance with the requirements of  
27 this Agreement by each of their supervisors.  
28

29 **F.** Any negative evaluation shall include specific recommendations for  
30 improvements.  
31

32 **G.** The employee's signature on the evaluation does not necessarily indicate  
33 agreement with the evaluation, rather the signature indicates the employee has  
34 had a conference and has read the evaluation.  
35

36 **H.** Only procedural aspects of this Article are subject to the grievance procedure.  
37

38 **I.** Employees shall receive a signed copy of the evaluation.  
39  
40

1 **J. Evaluation Review**

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Any employee who has reason to question any aspect of his/her evaluation has the right to review the evaluation with the Superintendent or his/her designee.



1           **ARTICLE XII: THE EFFECTS OF LAYOFF**

2  
3           **A. Definitions**

4           The following definitions shall be used in applying this Article:

- 5  
6           **1. Layoff:** A layoff is any of the following that has been initiated by the  
7           District for lack of work or lack of funds:  
8  
9           12. An involuntary separation from active service of a regular  
10           classified employee; or  
11  
12           **b.** An involuntary reduction in regularly assigned hours (annual) of  
13           work; or  
14           **c.** A voluntary reduction of hours in paid status (annual) consented to  
15           by the employee in order to avoid separation from active service.  
16

17           **2. Reasons for Layoff**

- 18  
19           12. A layoff may occur for lack of work or lack of funds.  
20

21           **3. Eligible Employee**

22           An eligible employee, for bumping purposes, is one who:

- 23  
24  
25           **a.** Has been notified of the elimination of his/her position and  
26           scheduled for layoff; or  
27  
28           **b.** Has been notified of a reduction of hours; or  
29  
30           **c.** Is subject to being bumped by a person defined in A.3.a. or A.3.b.  
31

32           **4. Job Profile**

33  
34           Job profile means assigned hours per day, days per week and work year.  
35

36           **B. Seniority**

- 37  
38           1. Layoffs shall be made on a District-wide basis in reverse order of seniority  
39           within classification.  
40

- 1           2.     Seniority shall be determined by date of hire with the District in a regular  
2           (probationary/permanent) classified position. Prior to June 30, 2002,  
3           seniority was determined by the total contracted hours worked in a  
4           classification.  
5  
6           a.     Seniority shall be credited in the classification of layoff plus higher  
7           classifications in which the employee had regular status.  
8  
9           b.     If two (2) or more employees subject to layoff have equal seniority  
10           in the classification of layoff, the tie shall be broken based on total  
11           length of District service as a regular employee; if a tie still exists,  
12           determination will be made by lot.  
13  
14          3.     A break in service which is caused by resignation, dismissal, or other  
15           severance of the employment relationship shall establish a new hire date.  
16

17 **C.     Notice of Layoff**  
18

- 19          1.     The District shall give written notice to CSEA of the name of each  
20           employee whose position has/will be eliminated. Notice shall be given at  
21           least sixty (60) calendar days prior to the effective date of the proposed  
22           layoff.  
23  
24          2.     Should a position that is equal or greater (in hours per year) become  
25           vacant during the notice period, the District will rescind the layoff notice  
26           and permit affected employees to choose, in seniority order, from all  
27           available vacant positions. If an employee declines a position that has  
28           greater annual hours, he/she shall be granted placement on a thirty-nine  
29           (39) month re-hire list and offered (based on seniority) the next vacant  
30           position that has the same job profile.  
31  
32          3.     Within fifteen (15) calendar days after Board action, the District will  
33           provide CSEA with an updated seniority roster for the classification in  
34           which the layoff is anticipated.  
35  
36          4.     At the time such information is given to the Governing Board, the District  
37           will provide CSEA with:  
38  
39  
40

- 1           a.     A list of positions and/or hours recommended for reduction or  
2                     elimination; or  
3  
4           b.     For information only, any documents supporting the need for  
5                     layoff.  
6  
7       5.     Seniority rosters will be posted at the District Office and any employee  
8             subject to layoff may request to have his/her place on the seniority roster  
9             re-checked by filing a written request.  
10

11 **D.    Re-employment Lists**

- 12  
13       1.     Employees who have been laid off shall be placed on a re-employment list  
14             for a period of thirty-nine (39) months.  
15  
16       2.     Employees who experience a reduction in hours or a voluntary demotion  
17             to avoid layoff shall be given an additional twenty-four (24) months on  
18             the re-employment list (total sixty-three [63]).  
19

20 **E.    Offers of Re-employment**

- 21  
22       1.     Offers of re-employment shall be made in reverse order of layoff, within a  
23             classification, as vacancies occur. Offers shall be made by certified mail,  
24             return receipt requested.  
25  
26       2.     An employee who was actually laid off (not simply granted placement on  
27             a re-hire list), and who refuses an offer of employment with the same or  
28             more hours than were held at the time of layoff, shall be permanently  
29             removed from the re-employment list. Within eight (8) calendar days of  
30             the mailing of the notice, the employee shall advise the District whether  
31             he/she accepts or declines the offer of re-employment.  
32  
33           a.     Acceptance of an assignment to a classification other than the  
34                     classification which he/she was laid off, or to the same classification  
35                     but with fewer hours, shall not result in removal from the re-  
36                     employment list.  
37  
38           b.     If the employee accepts re-employment, he/she must report to work  
39                     within five (5) working days following acceptance of the re-  
40

1 employment offer unless a later reporting date has been specified or  
2 approved by the District.

3  
4 c. Sick leave hours earned and unused at the time of layoff shall be  
5 restored upon re-employment. The employee shall be placed on  
6 that step on the salary schedule (including longevity) that he/she  
7 enjoyed at the time of layoff.

8  
9 3. The individual's name shall be permanently removed from the re-  
10 employment list if he/she fails to respond to an offer of re-employment in  
11 accordance with the timelines set forth in B.2 above.

12  
13 4. The employee shall be notified when his/her name is removed from the re-  
14 employment list.

15  
16 **F. Retirement in Lieu of Layoff**

17  
18 Regular employees who qualify may elect to accept a PERS service retirement in  
19 lieu of layoff, voluntary demotion, or reduction in assigned hours. Such  
20 employees shall, prior to the effective date of the proposed layoff, complete and  
21 submit a form to PERS provided for this purpose. The employee shall then be  
22 placed on a thirty-nine (39) month re-employment list in accordance with this  
23 regulation.

24  
25 **G. Bumping Rights and Procedures**

26  
27 The rights and procedures set forth in this paragraph have been negotiated to  
28 afford senior employees the opportunity to protect their job profile by utilizing  
29 its provisions. During the term of this Agreement, this paragraph shall  
30 constitute the only procedure to be utilized when the District has insufficient  
31 vacant positions available to accommodate all employees whose positions have  
32 been eliminated and layoffs/reductions of hours are necessary.

33  
34 **1. Bumping in the Classification of Layoff**

35  
36 a. An eligible employee shall have the right to bump that employee in  
37 the classification of layoff who has the least seniority and a job  
38 profile that most closely approximates that of the eligible employee.

- 1           **b.**     Notwithstanding G.1.a., however, an employee may bump the least  
2                   senior employee with that job profile immediately greater if that is  
3                   the only choice available.
- 4
- 5           **c.**     The example set forth below illustrates the intent of the parties with  
6                   regard to bumping rights when the positions which have been  
7                   eliminated are not held by the least senior employee(s).

8

9     **SAMPLE SENIORITY LIST**

10

NAME	JOB PROFILE		HIRE DATE IN CLASS
	Hours/Day	Months/Year	
A	8.0	12	09/10/74
B	6.0	10	01/24/75
C	6.5	9	01/01/75
D	6.5	9	09/23/77
E	6.5	9	10/14/76
F	3.0	9	03/03/76
G	8.0	12	10/01/77
H	6.5	9	08/25/75
I	8.0	9	10/16/78
J	8.0	12	09/11/78
K	8.0	12	02/12/79
L	6.5	9	11/14/77
M	6.5	9	08/28/79
N	8.0	11	10/17/79
O	6.5	9	09/18/79
P	6.5	9	08/27/79
Q	7.0	11	12/18/79
R	4.0	9	11/05/79
S	6.0	9	04/18/80
T	6.5	9	04/29/80

11

12

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14

15

16

ASSUMPTIONS:
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The positions held by Employees "A," "B" and "C" are eliminated.

1 The list is in seniority order with "A" being the most senior.

2  
3 Employees on the list do not have seniority from higher classes.

4  
5 Employees "R," "S" and "T" are laid off.

6  
7 **2. Bumping Procedures**

8  
9 By classification, eligible employees will be sent a written notice of the  
10 scheduled layoff/job selection meeting. Copies of the written notices shall  
11 be provided to the CSEA Chapter President. At the meeting, District  
12 representatives will (in seniority order beginning with the most senior)  
13 advise each eligible employee of his/her options.

14  
15 a. Options, depending upon availability, may include:

16  
17 (1) A vacant position in the classification of layoff; or

18  
19 (2) A similar job profile position occupied by the least senior  
20 employee in the classification of layoff; or

21  
22 (3) A vacant position in a prior classification in which the  
23 employee had prior regular status (see G.3.c.(1)) or the least  
24 senior employee in the prior classification (see G.3.c.(2)  
25 below).

26  
27 b. The eligible employee will have a reasonable time (typically five (5)  
28 to ten (10) minutes) to select from available options. A list of  
29 available positions will be provided at least twenty-four (24) hours  
30 in advance of the layoff/job selection meeting.

31  
32 c. Should an eligible employee not elect layoff (in writing), and not be  
33 present when it is his/her turn to select, the District and CSEA shall  
34 place the employee in the least senior position whose job profile  
35 most closely approximates that eligible employee's current position  
36 unless CSEA has a written release from the employee to select  
37 another position.

1 d. Representatives of the Association shall be permitted to be present  
2 at all scheduled layoff/job selection meetings, and to advise  
3 employees regarding available options.  
4

5 **3. Bumping into a Prior Classification**  
6

7 12. An eligible employee may, in certain circumstances, have the right  
8 to bump into a prior classification.  
9

- 10 b. An eligible employee may only bump into a prior classification if:  
11  
12 (1) The prior classification was at an equal or lower salary level;  
13 (2) The eligible employee had regular status in the prior  
14 classification;  
15  
16 (3) The eligible employee is more senior.  
17

- 18 c. An eligible employee may:  
19  
20 (12) Choose a vacant position, in the prior classification, if it  
21 exists; or  
22  
23 (2) Bump the least senior employee in the prior classification  
24 without regard to job profile.  
25

26 In either case, the personnel action shall constitute a layoff and the  
27 eligible employee shall have his/her name placed on the  
28 reemployment list for the classification of layoff.  
29

30 **H. Improper Layoff**  
31

32 12. If it is determined that an employee has been laid off, and would have  
33 otherwise been entitled to continued employment pursuant to these  
34 provisions, that employee shall:  
35

36 12. Be re-employed as soon as possible after the error is determined to  
37 exist.  
38

39 b. He/she shall be reimbursed by the District for any loss of salary.  
40

1 c. Have credited to his/her account vacation hours equal to those  
2 which would have been accrued during the period of improper  
3 layoff.  
4

5 2. In addition, seniority, step placement and sick leave hours shall be  
6 reinstated as if there were no interruption in service.  
7

8 **I. Miscellaneous Provisions**  
9

10 1. The District will notify CSEA of pending layoff actions which will affect  
11 employees within the bargaining unit.  
12

13 2. An employee who is layed off and subsequently reemployed shall retain  
14 that seniority earned prior to the effective date of the layoff (i.e., he/she  
15 shall receive an adjusted hire date which is the original hire date minus  
16 the period of layoff).  
17

18 3. An exit interview with the Assistant Superintendent for Human Resources  
19 may be scheduled during normal working hours if requested by the  
20 employee.  
21

22 4. Vacation and CTO, earned and unused at the time of layoff shall be  
23 computed and paid to the employee at the time of separation from service.  
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1 **ARTICLE XIII: HEALTH AND WELFARE BENEFITS**

2  
3 Effective for the 2017-18 school year the District will increase its cap (the Required  
4 District Contribution for Premiums) to Nine Thousand Three Hundred and Fifty-Two  
5 Dollars and Twenty Cents (\$9,352.20.) Members electing benefit programs that are  
6 lower than the monthly cap allowance of Seven Hundred Seventy-Nine Dollars and  
7 Thirty-Five Cents (779.35 will be entitled to the differential of the plan cost and the cap  
8 maximum with a limit of up to Two Hundred Dollars (\$200.00) per month.

9  
10 All Bargaining unit members who do not currently qualify for the Health and Welfare  
11 Benefits through the District shall receive a one-time payment of Three Hundred  
12 Dollars (\$300.00). This one-time payment shall be based on the unit member’s work  
13 year and prorated monthly within regular pay checks for the 2017-18 work year.

14  
15 Due to the increase in the District’s Medical Cap the District and CSEA have agreed to  
16 hold an additional “Open Enrollment Period”. This period shall be advertised to  
17 members and shall be held July 24, 2017 through August 11, 2017.

18  
19  
20 **ACTIVE EMPLOYEE BENEFITS**

21  
22 **1. Dental**

23  
24 The District shall provide an eligible employee, plus dependents, with a dental  
25 plan (currently Plan D-2).

26  
27 **2. Vision Care Plan**

28  
29 The District shall provide an eligible employee, plus dependents, with a vision  
30 plan (currently VSP-Plan B). The eligible employee can only elect this option at  
31 the time of the 2018-2019 regular open enrollment period. Employees shall not be  
32 eligible after the 2018-19 open enrollment period unless the eligible employee  
33 meets the qualifying event requirements with the insurance carrier.

34  
35 **3. Medical**

36  
37 The District shall provide an eligible employee, plus dependents, with a medical  
38 plan.

1 **4. Life Insurance**

2  
3 The District shall provide an eligible employee with Twenty-Five Thousand  
4 Dollars (\$25,000) term life insurance plan that also includes One Thousand Five  
5 Hundred Dollars (\$1,500) per eligible dependent.

6  
7 **5. Eligible Employee**

8  
9 An eligible employee is a unit member who is at least 0.5 FTE (i.e., who is  
10 contracted to work at least twenty (20) hours per week and one hundred percent  
11 (100%) of the student attendance days).

12  
13 **6. Required District Contribution for Premiums**

14  
15 **a.** For the 2017-18 school year, the required District annual contribution for  
16 the benefits set forth in 1, 2, 3 and 4 above shall not exceed Seven  
17 Hundred Seventy-Nine Dollars and Thirty-Five Cents (\$779.35) per month  
18 per eligible employee. Nine Thousand Three Hundred and Fifty-Two  
19 Dollars and Twenty Cents (\$9,352.20) per fiscal year.

20  
21 **b.** 1. Should the monthly cost for an enrolled employee exceed the District's  
22 required monthly contribution obligation set forth in 6.a. above, the  
23 District is authorized to make whatever payroll deductions that may be  
24 necessary.

25  
26 2. Should the monthly cost for an enrolled employee be lower than  
27 the District's required monthly contribution obligation set forth in  
28 6.a above, the District shall refund the difference to the employee  
29 each month in their pay warrant up to a maximum of Two  
30 Hundred Dollars (\$200.00).

31  
32 **c.** The District shall annually provide notice to the Association of rate  
33 increases within fifteen (15) calendar days of when the District is notified  
34 of such increase.

35  
36 **IRC Section 125 Plan**

37  
38 The District shall establish an Internal Revenue Code Section 125 Plan for the  
39 benefit of bargaining unit members.

1 **ARTICLE XIV: SALARIES**

2  
3 **A. Classified Salary Schedule**

4 Each member of the bargaining unit shall be paid in accordance with his/her  
5 placement on the Classified Salary Schedule. (See Attachment 2.)  
6

7 **B.** The salary schedule for Children’s Center and Preschool classified employees  
8 shall be improved by the same percentage that is applied to the classified salary  
9 schedule provided the District determines the budget for these programs can  
10 afford this additional cost.  
11

12 **C. Salary Upon Initial Employment**

13  
14 The District typically does not grant a new employee credit for prior experience  
15 greater than placement on Step 3 of the appropriate range. In extraordinary  
16 circumstances, however, the District places new hires on Step 4 and Step 5.  
17

18 **D. Longevity Increment**

19  
20 Bargaining unit members shall, as a longevity increment, receive additional  
21 compensation:  
22

- 23 1. Unit members will receive an additional Seven Hundred Fifty Dollars  
24 (\$750) per year or Thirty-Six Cents (\$.36) per hour starting their 6<sup>th</sup>  
25 consecutive year of service and continuing through their 10<sup>th</sup> consecutive  
26 year of service to the District.  
27
- 28 2. An additional Eight Hundred Dollars (\$800) per year or Thirty-Nine Cents  
29 (\$.39) per hour will be paid starting the 11<sup>th</sup> consecutive year of service  
30 and will continue through the 15<sup>th</sup> consecutive year of service to the  
31 District.  
32
- 33 3. An additional Eight Hundred Fifty Dollars (\$850) per year or Forty-One  
34 Cents (\$.41) per hour will be paid starting the 16<sup>th</sup> consecutive year of  
35 service and will continue through the 20<sup>th</sup> consecutive year of service to  
36 the District.  
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4. An additional Nine Hundred Dollars (\$900.00) or Forty-Three Cents (\$.43) per hour will be paid starting the 21<sup>st</sup> consecutive year of service and will continue through the 24<sup>th</sup> consecutive year of service to the District.
5. An additional One Thousand Dollars (\$1,000) per year or Forty-Five Cents (\$.48) per hour will be paid starting the 25<sup>th</sup> consecutive year of service to the District and will continue thereafter.
6. The dollar amounts set forth in C.1 through C.5 are:
  - a. for a full-time (eight (8) hours per day, five (5) day per week, twelve (12) month per year) employee;
  - b. are cumulative.
  - c. A unit member who works less than full-time will receive a prorated share in accordance with the number of hours during the current pay period.
7. The annual longevity increment, pro-rated as appropriate, shall be converted to an hourly amount (by dividing by 2080) and added to the employee's regular hourly contracted amount (i.e., Steps 1-5) on the salary schedule.
8. A full year of employment shall be as defined in H.2. below.
  - a. An employee's entitlement to receive longevity increments is based on consecutive years of service to the District.
  - b. No distinction is made between an employee who has served continuously in one (1) classification and an employee who has served in multiple classifications.
  - c. The key is full, consecutive years of service to the District.

1 **E. Twelve-Months of Compensation**

2  
3 Effective July 1, 2012, a unit member who is less than 12-months shall have  
4 his/her annual base salary distributed in twelve equal payments. Those unit  
5 members who have been grandfathered into a previous pay schedule shall  
6 continue with that schedule unless they elect to transition to the 12-month  
7 schedule.

- 8  
9 1. All unit members who are less than 12-months shall be paid beginning on  
10 the last day of August each year and will receive checks from August to  
11 June with two checks issued in June.  
12  
13 2. Bus drivers' pay, for those working four (4) or more hours per day of  
14 guaranteed time, will have four (4) hours per work day each normal work  
15 year prorated over ten (10) or twelve (12) months and paid monthly. All  
16 remaining time each month during the normal work year will be paid at  
17 the end of each month with the ten (10) monthly prorated checks.  
18  
19 3. This provision does not apply to preschool and migrant education staff.  
20

21 **F. Mileage**

22  
23 A unit member who works at Central Gaither Elementary School, and who lives  
24 at least five (5) miles from school shall receive an additional Ninety-Nine Cents  
25 (\$.99) per day, to be computed on the employee's contracted work year and to be  
26 paid annually.  
27

28 **G. Supplemental Pay**

29  
30 Deductions for supplemental pay for classified employees will be calculated by  
31 using supplemental add-back calculations. To effectuate the intent of the parties,  
32 an employee who worked overtime and/or supplemental hours in the month of  
33 December may elect to be paid on January 10 (standard procedure) or may  
34 submit his/her timecard after January 1 and be paid for such hours on February  
35 10.  
36  
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1 **H. Annual Step Increases**

- 2
- 3 1. Each person initially employed by the District on or before December 31,  
4 shall receive an annual step increase the next July 1 provided they have  
5 been in full paid status for the entire period between the date of hire and  
6 June 30.
- 7
- 8 2. Each July 1 thereafter, a returning employee who rendered service to the  
9 District on not less than seventy-five percent (75%) of that employee's  
10 scheduled work days during the preceding year shall receive an annual  
11 step increase to the extent such a step exists on the salary schedule.
- 12
- 13 3. Employees shall receive the step increase regardless of any change in their  
14 classification during the year.

15

16 **I. Salary Upon Promotion**

17

18 A promotion is movement to a new position in a classification which is at least  
19 one (1) range higher than the employee's current classification. Upon promotion,  
20 the employee will be placed on the lowest step on the new range which would  
21 result in an increase in the employee's monthly salary of not less than five  
22 percent (5%).

23

24 **J. Out-of-Class Pay**

- 25
- 26 1. If an employee is assigned by the District to perform the duties of an  
27 established higher classification during his/her regular work hours, the  
28 employee's salary shall be adjusted upward in accordance with the criteria  
29 set forth below:
- 30
- 31 a. If the assignment is for more than five (5) working days in any  
32 fifteen (15) calendar day period, the employee will be paid on the  
33 step on the salary range of the higher classification at a step which  
34 assures at least a five percent (5%) salary increase or at step 5 of the  
35 higher classification, whichever is less.
- 36
- 37 b. Pay shall be retroactive to the first day of the assignment.
- 38
- 39

1           2.     If an employee is assigned by the District to perform the duties of a lower  
2           classification during his/her regular work hours, the rate of pay shall be  
3           the employee's regular rate of pay.  
4

5           3.     If an employee performs the duties of an established classification  
6           (whether it be a higher or lower classification) outside of his/her regular  
7           work hours, and is therefore, substituting in another classification, the  
8           employee will receive Step 1 of the salary range of the substitute person.  
9

10   **K.     5<sup>th</sup> Grade Science Camp**

11  
12           An Instructional Assistant or Special Education Instructional Assistant who is  
13           assigned by the site administrator or program administrator to attend the 5<sup>th</sup>  
14           Grade Science Camp shall receive a stipend of Two Hundred Forty Dollars  
15           (\$240.00) per full week of attendance.  
16

17   **L.     Emergency Days**

18  
19           In the event that an emergency is declared by a governmental agency, employees  
20           who are assigned by the District to work in their regularly assigned positions  
21           shall be compensated at an overtime rate for all continuous hours worked  
22           beyond eight (8) hours.  
23

24           Effective July 1, 1996, deductions for supplemental pay for classified employees  
25           will be calculated by using supplemental add-back calculations.  
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1 **ARTICLE XV: ALTERNATIVE RETIREMENT PLAN**

2  
3 **A.** Pursuant to the Section 11332 of the Omnibus Budget Reconciliation Act (OBRA)  
4 of 1990, an alternative retirement plan shall be implemented for employees in the  
5 bargaining unit who are not eligible to participate in the Public Employees  
6 Retirement System (PERS). Effective February 1, 2000, the District will  
7 implement the PARS Alternative Retirement System (ARS) for part-time, seasonal  
8 and temporary employees.  
9

10 **B.** The maximum contribution shall be seven point five percent (7.5%) which will be  
11 contributed three point seven-five percent (3.75%) by the employer and three  
12 point seven-five percent (3.75%) by the affected employee. The individuals who  
13 were employed by the District prior to December 1, 1999, and met the eligibility  
14 requirements for the PARS/ARS Plan were given the option of joining the  
15 PARS/ARS plan or remaining in the Zahorik (Life Investors Alternative Plan) or  
16 Social Security.  
17

18 **C.** The effective date shall be January 1, 1992.  
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1 **ARTICLE XVI: SUMMER WORK**

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3 When positions arise for summer work, the District will post those positions prior to the  
4 commencement of those positions and interested bargaining unit members may apply  
5 for those positions. Those employees making timely application will be considered for  
6 the positions prior to hiring people from the outside. The selection will be made by the  
7 District. Regular classified employees who apply for summer school positions in a  
8 timely manner shall be placed in summer work openings if the employee's regular  
9 assignment is in the same class as the summer school opening. If more persons in the  
10 class apply than positions are available, the selection shall be made by the  
11 administration.

1 **ARTICLE XVII: DISCIPLINARY ACTION**

2  
3 **A. Discipline Defined**

4  
5 Disciplinary action is deemed to be an action which denotes, suspends,  
6 terminates, transfers, or reassigns for performance-related reasons.  
7

8 **B. Just Cause**

9  
10 A bargaining unit member may be disciplined for just cause, which is defined as  
11 involving an action or omission of the bargaining unit member which is job  
12 related. It requires that the determining agency take into account the facts under  
13 which the bargaining unit member may be reasonably presumed to know that  
14 the conduct offends, likelihood of a recurrence of the conduct, mitigating or  
15 aggravating circumstances, the effect of notoriety and publicity, the impairment  
16 of relationships with those in the work setting, disruption of the District's  
17 function, and motive.  
18

19 **C. Written Warning**

20  
21 For less serious offenses, a written warning shall be given on a first occurrence.  
22 The warning shall state the specific events which occasioned it being given. The  
23 District shall be required to prove the justification for the warning if there is a  
24 disciplinary hearing because of further misconduct. The Association will be  
25 given notice that a warning has been given to a unit member. A failure to notify  
26 the Association not shown to be in bad faith shall not invalidate the warning.  
27

28 **D. Limitations on Discipline**

29  
30 The District shall not initiate any disciplinary action for any cause which arose  
31 prior to the bargaining unit member becoming permanent nor for any cause  
32 which arose more than two (2) years preceding the date that the District files the  
33 notice of disciplinary action, unless the cause was concealed or not disclosed by  
34 the bargaining unit member when it could be assumed reasonably that he/she  
35 should have disclosed the facts to the District.  
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1 **E. Notice of Discipline**

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1. When the District seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and either served in person or by registered or certified mail upon the bargaining unit member.
2. The notice shall indicate: (1) the specific charges against the bargaining unit member which shall include times, dates and locations of chargeable actions or omissions, as appropriate, (2) the penalty proposed, (3) the bargaining unit member's right to be represented by the Association, and (4) a statement of his/her right to a hearing, if requested within five (5) working days by filing with the Assistant Superintendent for Human Resources a form enclosed with the notice.

**F. Disciplinary Hearing**

The hearing shall be before the Governing Board or, at the Board's option, an Administrative Law Judge from the Office of Administrative Hearings shall be employed to conduct the hearing and render a decision. The District shall have the burden to prove the matters charged by the preponderance of the evidence. The decision shall be final unless the Board at its next meeting, which is not less than five (5) working days after the decision is received from the District Office, decides that it wishes to review it. To conduct a review, the Board must read the transcript of the proceedings, review the exhibits, and listen to argument.

**G. Immediate Suspension With Pay**

A bargaining unit member may be relieved of duties, without loss of pay, at the option of the District.

**H. Suspension Without Pay**

No suspension without pay shall take effect until at least five (5) working days after service of a Notice of Discipline.

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**ARTICLE XVIII: ORGANIZATIONAL RIGHTS**

The Association is entitled to the following:

- A. The right of access at reasonable times to areas in which employees work for the purpose of representing bargaining unit members on grievances.
- B. The right to use bulletin boards designated for Association use by the program administrator/manager for the posting of information or notices concerning CSEA matters.
- C. The right to use facilities and buildings at reasonable times in accordance with other provisions of Board policy for use of school buildings.
- D. The right to a seniority roster of all bargaining unit employees by January 1<sup>st</sup> of every fiscal year.
- E. The right to receive, upon request, copies of any non-confidential documents prepared by the District which are necessary to the Association as exclusive representative.
- F. Authorized persons may use mailboxes, school mail, and other District means of communication at reasonable times.
- G. Unit members whose normally assigned work shift is during a period when a CSEA Chapter meeting is scheduled will be allowed a total of one hour of paid release time per month during the months of September through June to attend Chapter meetings. Unit members shall also be allowed one (1) additional hour, which must be made up during that shift, to attend a Chapter meeting. Such attendance shall be preapproved and not conflict with the needs of the District. At the request of the administration, the Association will provide a list of individuals in this category who attended a given meeting.

1  
2 **H. Organizational Security**  
3

- 4 1. It is the mutual intention of the parties that the provisions of this Article  
5 protect the rights of individual employees without restricting the  
6 Association's right to require every bargaining unit employee, except  
7 those specifically exempted by CSEA from these provisions, to pay a fair  
8 share of the cost of collective bargaining activities.  
9
- 10 2. Except as expressly exempted herein, all employees in the bargaining unit  
11 who do not maintain membership in good standing in CSEA are required  
12 to pay service fees to CSEA, in amounts that do not exceed the periodic  
13 dues of CSEA, for the duration of this Agreement. This provision will be  
14 implemented via payroll deduction as of April 30, 1992.  
15
- 16 3. No employees shall be obligated to pay dues or services fees to CSEA  
17 until the first of the month following thirty (30) calendar days after the  
18 employee first comes into the bargaining unit.  
19
- 20 4. Any employee who is a member of a religious body whose traditional  
21 tenets of teachings include objections to joining or paying service fees to  
22 employee organizations shall not be required to join, maintain  
23 membership in, or pay service fees to CSEA. However, such employee  
24 shall be required, in lieu of a service fee required by this Agreement, to  
25 pay sums equal to such service fee to one (1) of the following nonreligious,  
26 nonlabor organization, charitable funds exempt from taxation under  
27 Section 501(c)(3) of Title 26 of the Internal Revenue Code:  
28
- 29 a. American Red Cross
  - 30
  - 31 b. American Lung Association
  - 32
  - 33 c. Scholarship Fund for Children of Classified Employees (YCUSD)
  - 34
- 35 5. The employer shall deduct and pay to CSEA service fees for each  
36 bargaining unit employee who is not a CSEA member in good standing  
37 and who is obligated to pay such fees, pursuant to this Agreement, unless  
38 CSEA notifies the employer that the employee is paying such fees  
39 directly to CSEA. A payroll deduction authorization form shall not be  
40

1 required for such deductions (Education Code 45168b). Nothing  
2 contained herein shall prohibit an employee from paying service fees  
3 directly to CSEA.  
4

5 **a.** Indemnification and Hold Harmless:

6  
7 **b.** California School Employees Association agrees to pay to the  
8 District all reasonable legal fees and legal costs incurred by the  
9 District in defending against any court action and/or administrative  
10 action before the Public Employment Relations Board challenging  
11 the legality or constitutionality of the agency fee provision of this  
12 Agreement or their implementation. The Association agrees that  
13 payments under this provision shall be made on a semi-annual  
14 basis.  
15

16 **c.** California School Employees Association agrees to indemnify and  
17 hold the District harmless from any award or judgment which may  
18 result from a court action or administrative action referenced in 6.a.  
19 above.  
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1 **ARTICLE XIX: REASSIGNMENTS**

2  
3 **A.** A unit member may be reassigned by the administration when such change of  
4 assignment does not result in a change in classification or a reduction in the  
5 hours of work performed by the employee.

6  
7 **B.** A unit member is an employee of the District and not of any specific school site  
8 or program.  
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1 **ARTICLE XX: DISPLACED EMPLOYEES (NOT DUE TO LAYOFF)**  
2

3 **A.** The below listed procedures will be implemented when one (1) or more of the  
4 following conditions exists which necessitates staffing changes which have not  
5 been accomplished through resignations, retirements, involuntary transfers, or  
6 other administrative actions. The District will consult with the Association when  
7 it becomes known that one (1) of these conditions is anticipated.  
8

- 9 1. District-wide program changes
- 10 2. School closings
- 11 3. Department/program/School Restructuring
- 12
- 13
- 14

15 **B. Procedures**  
16

- 17 1. Program administrators/managers will meet with their respective affected  
18 staff members to explain required program changes, staffing allocations,  
19 the number of positions that will be eliminated (number of displaced  
20 positions), provisions of this Agreement for assignment/transfer, and the  
21 below described procedures.  
22
- 23 2. Employees who are displaced will, at their request, be transferred to any  
24 new or vacant position in the District within the same job classification  
25 and the same hours. If a new or vacant position exists with increased or  
26 decreased hours, the District will consult with the Association regarding  
27 the appropriate action.  
28
- 29 3. If vacant or new positions are not available in the job classification at the  
30 time of the staffing change referenced above, displaced employees may  
31 exercise these procedures when the next position becomes available. If a  
32 displaced employee declines to accept a transfer under these procedures,  
33 he/she will forfeit all displaced employee rights.  
34
- 35 4. If two (2) or more employees in a job classification are displaced under  
36 these procedures and are requesting to transfer to the same position,  
37 seniority, as defined in Article XII of this Agreement, will be the  
38 determinant.  
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- 5. Employees who are displaced and wish to voluntarily transfer to a vacant position outside of their job classification, may request a voluntary transfer in accordance with Article IX - Transfer Procedure - of this Agreement.
  
- 6. Involuntary transfers shall be made in accordance with Article IX - Transfer Procedure - of this Agreement. An involuntary transfer shall not result in the loss of compensation, seniority, or any fringe benefits to a unit member.

1 **ARTICLE XXI: TRANSPORTATION DEPARTMENT**

2  
3 **A. Definitions**

4  
5 **1. Seniority**

6  
7 For purposes of assignment of time and route bidding, seniority will be  
8 based upon the employee's original date of hire [adjusted if the employee  
9 has had an intervening voluntary break in service] as a bus driver.

10  
11 **a.** In the event of a tie in hire date seniority, the driver with the  
12 greatest number of hours in paid status earned in the District by  
13 regular hours worked, not including overtime, shall be designated  
14 as senior.

15  
16 **b.** If the hours in paid status are equal, the decision shall be made by  
17 lot.

18  
19 **c.** Once seniority has been established in this manner, and route  
20 bidding has taken place, seniority shall remain the same for these  
21 people from the point of route bidding on, as established at route  
22 bidding time.

23  
24 **2. Regular Bus Driver** - Is a bus driver who is assigned a daily bus route, as  
25 defined herein.

26  
27 **3. Relief Bus Driver** - Is a regular employee of the District. These drivers  
28 shall be available to cover bus routes during the school day due to  
29 absences of regular bus drivers. Relief bus drivers may be eligible for  
30 extra work as prescribed in this Article.

31  
32 **4. Bus Route** - Is a regular home-to-school, school-to-home or a regularly  
33 scheduled midday route.

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**5. Bus Driver – Trip Rotations**

**Bus Driver Trainers will be allowed to drive field trips which are part of the “field trip rotation”.** A newly hired bus driver who has been continuously employed as a bus driver by the District for at least six (6) months will be put into the rotation for trips. The driver must be certified by the District as qualified for the field trip to be assigned as follows:

- a. Flat land driving
- b. Hill driving
- c. San Francisco and like city driving
- d. Snow driving
- e. Qualified on the bus to be used on the trip.
- f. Other trip-related special requirements.

**The Dispatcher will not be eligible for the Trip Rotation. Rather, they will be assigned to drive field trips only in case of emergency and after all Bus Drivers in the trip rotation have been assigned to a trip.** (moved from 5.27.2014 MOU)

**6. Bus Driver – Work Day**

All drivers will be employed on a seven (7) hour or on a six (6) hour student attendance day contract. Prior to modifying this commitment, the District shall consult with CSEA.

**7. Summer School Route Bidding**

- a. Those drivers who bid a special education route during the initial school year bidding shall bid on special education summer routes.
- b. Those drivers who bid a regular education route during the initial school year bidding shall bid on regular summer routes.

1 c. Any routes not filled through this process shall be bid by seniority.  
2  
3

4 **B. Bus Route Bidding Procedures**  
5

6 1. No later than two (2) weeks prior to the start of school, the District shall  
7 establish regular home-to-school, school-to-home and midday routes.  
8

9 2. No later than one (1) week prior to the start of school, bus routes shall be  
10 bid by regular or relief bus drivers as follows:  
11

12 **a. Initial School Year Bidding Practice**  
13

14 (1) Drivers shall select a route including home-to-school, school-  
15 to-home and regularly scheduled midday routes with a  
16 known assigned bus according to the driver's seniority. The  
17 assigned time of the bus driver from the previous schedule  
18 shall remain in effect until the bidding process is completed.  
19 The new assigned time of the driver shall be effective upon  
20 route implementation and shall remain in effect for the  
21 remainder of the school year unless the following provision  
22 set forth in B.2.b. below comes into effect.  
23

24 (2) Any driver failing to participate in the above procedure shall  
25 be assigned by his/her supervisor to any remaining routes  
26 not already filled.  
27

28 **b. Involuntary Decrease in Assigned Time Due to Route Bidding**  
29

30 If, due to route bidding, a permanent bus driver receives a lesser  
31 amount of hours on an involuntary basis, he/she will continue to  
32 receive for the following year, sick leave, holiday and vacation pay  
33 at the previous year's level based upon guaranteed hours only. An  
34 assignment will be considered as involuntary only if the routes of  
35 the same or longer duration than his/her preceding year's routes  
36 are available, the driver bids on such routes and is unsuccessful in  
37 the bidding process.  
38  
39  
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1           c.     **Bus Driver Trainers** will not be able to bid bus routes, normally  
2                     driven by the classification of Bus Driver, in accordance with the  
3                     provision of Article XXI - Transportation Department Bidding  
4                     Procedures, Section B. Rather, they will be assigned to drive only  
5                     in case of emergency and after all Bus Drivers (including relief bus  
6                     drivers) have been assigned to a route and prior to the Dispatcher  
7                     and the Mechanic(s) being assigned to a route.  
8

9           d.     **Temporary Bus Routes**

10  
11                     In the event a temporary bus route lasting twenty (20) or more days  
12                     is added after initial route bidding, drivers shall be assigned the  
13                     route utilizing the applicable bidding procedures specified in  
14                     Article XXI - Transportation Department. If no driver bids the  
15                     route, the driver with the least seniority will be assigned the route.  
16                     Employees will not be assigned an additional route if this results in  
17                     their working more than eight (8) hours a day or if the additional  
18                     route conflicts with their regularly scheduled route. Employees  
19                     driving a temporary route for a period of more than twenty (20)  
20                     consecutive days will have their sick leave and vacation increased  
21                     in accordance with Education Code Section 45137. The procedures  
22                     specified in Article XXI, Section B.2.e. - Increase in Assigned Time  
23                     During the School Year, will not be applicable for temporary routes  
24                     as defined in this Agreement.  
25

26           e.     **Order of Driving**

27  
28                     **When a route or trip must be covered and there are no available**  
29                     **Bus Drivers the District will follow the following priority to fill**  
30                     **the route:**

- 31                             **1. Relief Drivers**
  - 32                             **2. On Call/Stand By Drivers (Substitute)**
  - 33                             **3. Bus Driver Trainers**
  - 34                             **4. Dispatchers**
  - 35                             **5. Mechanics**
- 36  
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1 **C. Personal Tools**

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No later than July 1, 2016, the District shall inventory the personal tools of the mechanics. This inventory shall be the basis the replacement and reimbursement. Annual inventories will be reviewed and signed off by the employee and the District by July 1<sup>st</sup> annually. The employee is required to update the inventory list with the supervisor every time a purchase is made. A copy of the annual inventory will be provided to the CSEA Unit.

10 **D. Transportation Uniforms**

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The District agrees to provide the following uniforms for bus drivers and appropriate transportation department employees:

- Cold/wet weather jacket or coat.
- Light weight jacket or coat.
- 5 shirts (women will receive women’s shirts and men will receive men’s shirts)
- 3 (three) shirts to be replaced annually.

In the event of a style change of uniform and clothing, there shall be a transportation uniform committee with 3 (three) CSEA and 3 (three) District members. All committee recommendations will be submitted to District Cabinet for final approval.

29 **E. Overtime Distribution for Bus Drivers**

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Special trips and field trips will be offered on a rotating basis as indicated above. No driver shall be eligible to drive on the special and/or field trips until he/she has been proven qualified by the Transportation Services Manager or Bus Driver Trainer, whereupon his/her name will be placed on the rotation schedule. Employees will be given an opportunity to be proven qualified within one (1) year from the date of hire. Employees now on existing rotation schedules shall continue from the date of this Agreement. Overtime distribution for bus drivers will be applicable to Bus Driver Trainers.

1           1.     The Transportation Services Manager may establish rotation schedules for  
2           new types of driving requirements at the beginning of the school year.  
3           Once an employee's name has been placed on a rotation schedule, his/her  
4           name may be removed from the rotation schedule when the  
5           Transportation Services Manager determines that, in the best interest of  
6           the health or safety of the children, that driver shall be deleted from the  
7           rotation schedule. An explanation of the reasons for the deletion of a  
8           driver from a rotation schedule will be given to the affected employee.  
9           Rotation schedules will be in effect during the regular school year;  
10          however, rotation schedules for the summer will be in effect for those  
11          employees indicating their availability at the beginning of the summer.

12  
13          2.     Bus drivers are not required to accept the assignment; however,  
14          declination will result in a forfeiture of assignment until the driver's name  
15          reappears on the rotation schedule. If the declination occurs at the time  
16          the assignment is afforded the employee, the Transportation Services  
17          Manager will continue in the sequence of the rotation schedule until either  
18          a driver has accepted or all drivers have declined the assignment. If all  
19          drivers decline the assignment, the Transportation Services Manager shall  
20          proceed to fill the assignment with an eligible regular driver starting at the  
21          bottom of the seniority list, and drivers will not have the right of refusal.  
22          Should a driver, after accepting the assignment, determine he/she is  
23          unable or unwilling to drive, the Transportation Services Manager shall  
24          fill the assignment with an eligible regular driver from the Jackpot  
25          Rotation List. (Refer to section regarding Right of Refusal.)

26  
27          3.     Article IV - Hours, Section L. **Overtime Distribution for Bus Drivers** will  
28          be applicable to **Bus Driver Trainers**.

29  
30 **E.     Bus Drivers' Certification**

31  
32          Bus Drivers' Certification shall be performed by the District on curriculum  
33          workdays or on days designated by the District when the employees will be  
34          paid. The District will reimburse the driver for tuition paid for class hours  
35          required for bus driver recertification.

1 **F. Bus Driver Meal Reimbursement**

2  
3 The District will reimburse bus drivers for actual and necessary expenses  
4 incurred during overtime and weekend trips, or while on rotation field trips of  
5 three (3) hours or more, for out-of-town trips only, not to exceed the amounts set  
6 forth in District policy.  
7

8 **G. Twelve-Months of Compensation** (moved from Article XIV)

9  
10 Bus drivers' pay, for those working four (4) or more hours per day of guaranteed  
11 time, will have four (4) hours per work day each normal work year prorated over  
12 ten (10) or twelve (12) months and paid monthly. All remaining time each  
13 month during the normal work year will be paid at the end of each month with  
14 the ten (10) monthly prorated checks.  
15

16 **H. Bus Driver Work Year/Day** (Moved to Article XXI Transportation)

17  
18 **1. Additional Duties/Hours**

19  
20 Additional duties beyond actual driving time, but within the employee's  
21 guarantee of:  
22

23 **a.** Hours will be assigned at the discretion of the Transportation  
24 Manager unless the assignment of such duties is prohibited by an  
25 express provision of this Agreement.  
26

27 **b.** All hours worked beyond the employee's guaranteed hours will be  
28 paid from a supplemental time sheet on the tenth of each month  
29 following the month in which services were rendered.  
30

31 **I. Standby Time**

32  
33 Bus drivers on special trips, including, but not limited to athletic events, field  
34 trips, and curricular trips, who are required to remain on standby for  
35 the duration of the event for which the special trip is made, shall be paid for all  
36 standby hours at their regular rate of pay. When drivers are being paid for  
37 standby time, they may be assigned duties consistent with the duties ordinarily  
38 required of bus drivers. Whenever any combination of driving and standby  
39



1 hours in a day exceeds the established workday as defined in this Agreement, all  
2 excess hours shall be compensated at the appropriate overtime rate based on the  
3 employee's regular pay rate.  
4

5 Notwithstanding any other provisions of this Agreement, if a special trip  
6 requires an overnight stay, the District shall not be required to pay for any hours  
7 between the time a bus driver is relieved of duties for the evening and the time  
8 duties resume the following morning.  
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1 **ARTICLE XXII: DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS/  
2 COMMERCIAL VEHICLE DRIVERS and SELECTED REGULAR DRIVERS**

3  
4 **A. Application**

5 1. The provisions of this Article shall apply to school bus drivers and other  
6 employees whose assigned duties require the operation of a commercial  
7 vehicle as defined by the Code of Federal Regulations 382.107.

8  
9 2. In addition, unless noted for change, the provisions of this Article shall  
10 also apply to any unit member employed in a classification whose  
11 assigned duties require the regular operation of a motor vehicle in the  
12 scope and course of their employment.

13  
14 a. The District and CSEA have determined that the following  
15 classifications meet these criteria and are subject to testing:

16	Cook Transport	Maintenance Helper	Maintenance Worker
17	Warehouse	Maintenance Leader	Maintenance Specialist
18	Delivery/Mail Courier		(HVAXDR, Low
19			Voltage, Plumbing)
20			

21  
22 b. For purposes of Random Testing (see Paragraph E.), employees  
23 listed in this Paragraph (A.2.) shall be placed in a separate pool  
24 from employees listed in Paragraph A.1. The percentages to be  
25 tested shall be the same.

26  
27 **B. Notice**

28  
29 1. All drivers subject to testing for controlled substances and alcohol shall be  
30 individually notified, in advance and in writing, that they are subject to  
31 reasonable suspicion, post-accident, random, return to duty and follow-up  
32 testing while on duty.

33  
34 2. All drivers subject to testing shall receive training and educational  
35 materials on alcohol misuse and controlled substance use. In addition:

36  
37 a. Three (3) CSEA representatives appointed by CSEA's Executive  
38 Board shall receive the same training provided to supervisors for  
39 reasonable suspicion determinations.



- 1           5.     Drivers for whom a reasonable suspicion determination has been made  
2           will be placed on paid administrative leave pending receipt of initial test  
3           results.  
4
- 5           6.     Tests based on reasonable suspicion of alcohol misuse shall be promptly  
6           administered.  
7
- 8           a.     If the test is not given within two (2) hours following the reasonable  
9           suspicion determination, the employer shall prepare and maintain  
10          on file a statement of the reasons the test was not promptly  
11          administered.  
12
- 13          b.     A copy of this statement will be forwarded to the employee within  
14          a reasonable period of time.  
15
- 16          c.     No test based on reasonable suspicion of alcohol misuse will be  
17          given that is not within eight (8) hours of the reasonable suspicion  
18          determination.  
19
- 20          7.     A written record of the reasonable suspicion observations, dated and  
21          signed by all supervisors making the observations, must be made within  
22          twenty-four (24) hours or before the results of the test are released,  
23          whichever is earlier. A copy of this record will be forwarded to the  
24          employee within a reasonable period of time.  
25
- 26          8.     No supervisor who makes the reasonable suspicion observations can  
27          conduct the test or participate in the collection or chain of custody of any  
28          specimen for testing.  
29

30 **D.     Post-Accident Testing**  
31

- 32          1.     Any covered employee involved in an accident resulting in any of the  
33          following circumstances must be tested for drugs and alcohol: a fatality;  
34          someone requiring medical treatment away from the scene; one (1) of the  
35          vehicles involved being towed from the scene; and/or the District's driver  
36          receiving a citation arising from the accident.  
37
- 38          2.     No post-accident test for alcohol will be given more than eight (8) hours  
39          after the accident. No post-accident test for controlled substances will be  
40

1 given more than thirty-two (32) hours after the accident. No such driver  
2 shall use alcohol or drugs for eight (8) hours after the accident or until  
3 after he or she undergoes a post-accident alcohol/drug test, whichever  
4 occurs first.

- 5  
6 3. All drivers shall be given necessary post-accident information, procedures  
7 and instructions by the employer prior to driving.  
8

9 **E. Random Testing**

- 10  
11 1. Unless required by a State or Federal agency, employees shall be  
12 randomly tested as follows:

13  
14 a. The annual percentage rate for random alcohol testing is twenty-  
15 five percent (25%) of the average number of driver positions.  
16

17 b. The annual percentage rate for random controlled substance testing  
18 is fifty percent (50%) of the average number of driver positions.  
19

20 c. These rates, which are required by FHWA regulations, will be  
21 automatically adjusted to be consistent with changes, if any, in the  
22 minimum rates required by these regulations. (See 49 C.F.R.  
23 382.305, sub, (a).)  
24

- 25 2. The pool of persons subject to random testing shall include all school bus  
26 drivers and other employees whose assigned duties require the operation  
27 of a commercial vehicle as defined by the Code of Federal Regulations  
28 382.107 during the month when the random selection occurs. Employee  
29 will not be recalled from approved leaves of absence of the purpose of  
30 alcohol or controlled substance testing.  
31

- 32 3. The selection of drivers for random testing must be solely by chance  
33 utilizing a random number table of a computer-based random number  
34 generator matched with social security numbers.  
35

- 36 4. The dates for random testing shall be unannounced and spread  
37 reasonably throughout the year. Each person in the random pool must  
38 have an equal chance of selection each time random selections are made,  
39 regardless of whether the person was previously tested that year.  
40

1 **F. Testing Procedures**

2  
3 All tests for alcohol or controlled substances must comply with a requirement for  
4 such tests set forth in Title 49 of the Code of Federal Regulations, Part 40. In  
5 addition:

6  
7 1. The immediate supervisor of a driver shall not serve as either a collection  
8 site person for controlled substance testing or as a breath alcohol  
9 technician for alcohol testing of that driver.

10  
11 2. All testing shall be conducted in a private setting and, in the case of  
12 controlled substance testing, no direct observation of a driver's urination  
13 by a collection site person is permitted except for the reasons stated in  
14 Title 49 of the Code of Federal Regulations, section 40.25, subdivision (3),  
15 and then only by a same gender collection site person who is not  
16 employed by the District.

17  
18 3. The testing laboratory for controlled substance testing must be a  
19 laboratory certified for such testing by the U.S. Department of Health and  
20 Human Services. A split sample test requested by an employee shall be  
21 conducted at a different certified laboratory than the one which conducted  
22 the initial test(s).

23  
24 a. Any tests that do not comply with the requirements of paragraph  
25 (3) above shall be treated as negative tests.

26  
27 b. A split sample test shall be paid for by the employee. If the test is  
28 negative, the District shall reimburse the employee for the cost of  
29 the test.

30  
31 **Note:** The District will select the Laboratory. The District will formulate a  
32 procedure to address any complaints which surface regarding the  
33 Laboratory. If complaints with validity are received, and if requested by  
34 CSEA, the District will meet with CSEA to evaluate whether a change of  
35 Laboratory is warranted.

36  
37 4. A refusal to submit (to an alcohol or controlled substance test) means that  
38 a driver:

1 a. Fails to provide adequate breath for alcohol testing without a valid  
2 medical explanation after he or she has received notice of the  
3 requirements for breath testing in accordance with the provisions  
4 of the District's policy; or

5  
6 b. Fails to provide an adequate urine sample for controlled substances  
7 testing without a genuine inability to provide a specimen (as  
8 determined by a medical evaluation) after he or she has received  
9 notice of the requirements for urine testing in accordance with the  
10 provisions of the District's policy; or

11  
12 c. Engages in conduct that clearly obstructs the testing process.  
13

14 5. A driver who is subject to post-accident testing shall remain readily  
15 available for such testing or may be deemed by the District to have  
16 refused to submit to testing. This shall not be construed to require the  
17 delay of necessary medical attention for injured people following an  
18 accident or to prohibit a driver from leaving the scene of an accident for  
19 the period necessary to obtain assistance in responding to the accident, or  
20 to obtain necessary emergency medical care.

21  
22 6. The consequences of a driver's refusal to submit (to an alcohol or  
23 controlled substance test required under post-accident, random,  
24 reasonable suspicion or follow-up testing) will be that the District will  
25 prohibit the driver from performing or continuing to perform safety-  
26 sensitive functions.

27  
28 7. If an employee refuses to submit to drug or alcohol testing, that driver  
29 shall be subject to disciplinary action in accordance with the District/CSEA  
30 collective bargaining agreement.  
31

32 **G. Positive Tests**  
33

34 1. A positive test for alcohol must be either (1) a confirmation test by an  
35 evidential breath testing device capable of printout and sequential  
36 numbering and must show an alcohol concentration of zero point zero-  
37 two (0.02) grams of alcohol per two hundred ten (210) liters of breath or  
38 greater; or (2) any other test authorized by Title 49 of the Code of Federal  
39

1 Regulations. Such a test is positive even if that concentration is caused by  
2 prescribed medication.

3  
4 **2.** The medical review officer will determine if a confirmation test for  
5 controlled substance is positive in accordance with Title 49 of the Code of  
6 Federal Regulations, part 40, by using a gas chromatography/mass  
7 spectrometry technique. (Reference H, 6, a. and b.)

8  
9 **3.** No positive test for controlled substances or alcohol, conducted pursuant  
10 to this Agreement, shall be reported to the employer until after:

11  
12 **a.** For alcohol and controlled substances:

13  
14 The medical review officer has made all reasonable efforts to  
15 contact the driver (and documented them), on a confidential basis,  
16 and attempted to give the driver an opportunity to discuss the test  
17 results and the driver's medical history, including medication in  
18 confidence.

19  
20 **b.** For controlled substances:

21  
22 **(1)** The medical review officer has given the driver, within  
23 seventy-two (72) hours of the driver's notification that the  
24 test was positive, an opportunity to request that the  
25 remainder of the split sample be tested by a different  
26 laboratory, certified by the Department of Health and  
27 Human Services.

28  
29 **(2)** The remainder of the split sample has been tested and found  
30 to be positive, or no timely request for such a test is made by  
31 the driver.

32  
33 **4.** If the medical review officer concludes that there is a legitimate medical  
34 explanation for the positive test, such as prescription or over-the-counter  
35 medication, or a negative result in the test of the remainder of the split  
36 sample, the medical review officer must report the test to the employer as  
37 a negative test.



- 1           5.     The medical review officer shall be a licensed physician with (1) special  
2           knowledge of substance abuse disorders, (2) appropriate medical training  
3           to interpret and evaluate an individual's confirmation positive test, and  
4           (3) knowledge of the medical use of prescription drugs and the  
5           pharmacology and toxicology of alcohol and controlled substance. The  
6           medical review officer shall not be an employee of the driver's employer.  
7

8           **Note:** The District will select the Medical Review Officer. The District  
9           will formulate a procedure to address any complaints which surface  
10          regarding the Medical Review Officer. If complaints with validity are  
11          received, and if requested by CSEA, the District will meet with CSEA to  
12          evaluate whether a change of Medical Review Officer is warranted.  
13

- 14          6.     The cut-off levels in this section are those required by FHWA regulation.  
15  
16           a.     They will be automatically adjusted to be consistent with changes,  
17           if any, in the levels specified by those regulations. (*See* 49 C.F.R.  
18           40.29, subd. (f).)  
19  
20           b.     On the date of ratification of this Agreement, the most relevant cut-  
21           off levels are:  
22  
23                   (1)     15 ng/ml (nanograms per milliliter) of marijuana metabolite;  
24  
25                   (2)     150 ng/ml of cocaine metabolite;  
26  
27                   (3)     2000 ng/ml of opiate metabolite;  
28  
29                   (4)     25 ng/ml of phencyclidine; or  
30  
31                   (5)     500 ng/ml of amphetamine or methamphetamine.  
32

33   **H.     Effects of a Positive Test**  
34

- 35          1.     Any driver who tests positive under the testing procedures (random, post  
36          accident, reasonable suspicion, return to duty and follow-up tests) will:  
37  
38           a.     If the positive test is an alcohol test showing an alcohol  
39           concentration of zero point zero-two (0.02) or greater, but less than  
40

1 zero point zero-four (0.04), the driver will be placed on unpaid  
2 administrative leave of twenty-four (24) hours or, at the option of  
3 the employer, the driver may be assigned to duties that are not  
4 safety sensitive for the same time period. If additional discipline is  
5 warranted, it will be based upon an assessment of all relevant  
6 factors. No discipline will be imposed if the low concentration of  
7 alcohol occurs from normal metabolism of food.  
8

9 **b.** If the positive test is point zero-four (.04) or greater for alcohol, or  
10 positive for any controlled substance the driver shall be subject to  
11 disciplinary action in accordance with the District/CSEA collective  
12 bargaining agreement.  
13

14 **2.** In addition, drivers will also be subject to discipline if:  
15

16 **a.** The driver refuses to submit to a test.  
17

18 **b.** The driver fails to complete rehabilitation recommended by the  
19 substance abuse professional which has been approved by the  
20 District.  
21

22 **c.** The driver subsequently tests positive for alcohol and/or for  
23 controlled substances after a return to duty test following  
24 completion of rehabilitation.  
25

26 **3.** A permanent driver is entitled to all due process rights pursuant to the  
27 District/CSEA collective bargaining agreement. A probationary driver, as  
28 a continuing part of the selection process, is subject to immediate  
29 termination.  
30

31 **4.** Subject to the disciplinary provisions of the contractual agreement, the  
32 driver shall be evaluated by a substance abuse professional, who shall  
33 determine what assistance, if any, is needed to resolve alcohol or  
34 controlled substance problems. Any assistance sought by the driver,  
35 which is not paid by the District-provided health insurance plan, will be  
36 paid by the employee.  
37

38 **5.** With respect to all positive tests, nothing shall prohibit the District from  
39 taking adverse personnel actions in accordance with its authority  
40

1 independent from that conferred by CFR 49 part 382 *et al.* which are  
2 consistent with the current state of the law and other policies the District  
3 may have in effect.  
4

5 **I. Miscellaneous**  
6

- 7 1. Drivers will receive their regular pay for time required to take tests  
8 specified in this Article. The employer will pay for these tests.  
9
- 10 2. The parties agree to treat all test results as confidential medical records.  
11
- 12 2. This Article shall be subject to the contractual grievance procedures.  
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1 **ARTICLE XXIII: DRUG TESTING FOR CLASSIFIED EMPLOYEES**

2  
3 **A.** The following procedures will be utilized in investigating and resolving alleged  
4 alcohol, substance abuse situations for all unit members including those who are  
5 subject to Article XXII:  
6

7 **1.** The District and the Association agree that the administration of chemical  
8 tests is appropriate when reasonable suspicion exists to believe that an  
9 employee has used or is under the influence of a controlled substance or  
10 an alcoholic beverage or intoxicant.  
11

12 **2.** Reasonable suspicion shall exist when: there are observable articulable  
13 facts of conduct or appearance which would lead the reasonable person to  
14 believe/suspect that an employee has used and/or is under the influence of  
15 a controlled substance or other intoxicant.  
16

17 **3.** If the District believes that reasonable suspicion exists to believe that the  
18 employee is under the influence of a controlled substance or intoxicant,  
19 the District shall inform the employee and the CSEA Chapter President/  
20 Designee. The CSEA Chapter President/Designee shall be informed in  
21 advance so that they may be present at the time of notice to the employee,  
22 which shall include a statement of the facts in support of reasonable  
23 suspicion. The Chapter shall provide the District with three (3) designees  
24 for notice. The unavailability of a designee shall not preclude the District  
25 from proceeding.  
26

27 **4.** Immediately following notice, the employee shall accompany a District  
28 representative to the District designated medical practitioner who shall  
29 prepare the appropriate urine and/or blood sample for submission to the  
30 licensed medical laboratory.  
31

32 **5.** The results from the laboratory shall be kept as confidential as reasonably  
33 appropriate. Should the initial test prove positive, the remaining portion  
34 of the sample shall be subjected to a gas chromatography or mass  
35 spectrometer test.  
36

37 **6.** All tests shall be performed at District expense. This shall include paid  
38 release time for the employee to participate in the notice/testing  
39 procedure.  
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- 7. If the test does not indicate alcohol and/or controlled substance usage, all reference that the employee took the test shall be destroyed.
- 8. If the test does indicate alcohol and/or controlled substance usage, the employee shall be subject to discipline pursuant to Administrative Regulation 4218. Except for circumstances justifying termination, a first-time employee shall be referred to the EAP in lieu of discipline.
- 9. It shall be a violation of Administrative Regulation 4218, Causes for Dismissal 1, 3, 6, and 7, for any District classified employee to use any illegal drug on the job or to report for work while under the influence of any illegal drug.
- 10. It shall be a violation of Administrative Regulation 4218, Causes for Dismissal 1, 3, and 6, for any District classified employee to drink alcoholic beverages on the job or report for work while under the influence of alcohol.
- 11. It shall be a violation of Administrative Regulation 4218, Causes for Dismissal 1, 3, 6, 7, and 8, or a combination of them, for any District classified employee to use any illegal drug or consume any alcoholic beverage on District premises at any time.
- 12. It shall be a violation of Administrative Regulation 4218, Causes for Dismissal 1, 3, 6, 7, and 8, or any combination of them, for any District classified employee to use any illegal drug or consume any alcoholic beverage while operating any District-owned or controlled vehicle.
- 13. It shall be a violation of Administrative Regulation 4218, Causes for Dismissal 1 or 3, or both, for any District classified employee to use prescription or nonprescription drugs during the time period beginning eight (8) hours before the onset of the work shift and continuing uninterrupted through the completion of the work shift, if such drug might impair the safe and efficient operation of a vehicle. It shall be violation of the applicable rule(s) for any District classified employee to fail to notify his or her supervisor before beginning any work shift that he or she has used, during the above-specified time period, any prescription or nonprescription drugs which contain a warning label on the bottle or

1 package that use of the drug may induce dizziness, sleepiness, drowsiness  
2 or might impair the user's ability to operate a motor vehicle or heavy  
3 machinery.  
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1 **ARTICLE XXIV: PROFESSIONAL GROWTH**

2  
3 **A.** Professional Growth is the continuous purposeful engagement in study and  
4 related activities designed to achieve, retain and extend the high standard of the  
5 classified employees of the District. For each approved professional growth  
6 activity, the District will allow the employee to choose between two incentive  
7 plans: (1) salary award, or (2) District payment of cost.  
8

9 **B.** In accordance with the requirements of this section, a permanent employee shall  
10 be granted a salary award of Five Hundred Dollars (\$500.00) per year upon the  
11 successful completion of nine (9) semester units or the equivalent fifteen (15)  
12 hours equals one (1) unit) of approved professional growth work. Employees  
13 working less than eight (8) hours per day, twelve (12) months per year, shall  
14 receive the salary award on a proportionate basis as the number of hours  
15 regularly worked per year relates to two thousand eighty (2080) hours.  
16

17 **1.** Each permanent employee may earn a maximum of five (5) awards with  
18 no more than one (1) award being granted in any two (2) year period.  
19

20 **2.** The professional growth activity must be job related and result from  
21 attendance or participation at a college, community college, adult school,  
22 trade school, correspondence school, TV course, staff development  
23 program, or through educational experiences, such as attendance at  
24 institutes, lectures, workshops or seminars sponsored by educational or  
25 professional associations.  
26

27 **3.** The professional growth activity must be related to the following skill  
28 areas:  
29

30 **a.** Communication Skills (speech, English, writing, bilingual ability,  
31 etc.)  
32

33 **b.** Interpersonal Relations Skills (supervision, management,  
34 psychology, sociology, etc.)  
35

36 **b.** Technical Skills (shorthand, typing, data processing, carpentry,  
37 computer technology, nutrition for food services employees, etc.)  
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- 8. The employee must be working and not on leave of absence during the time the professional growth activity is undertaken.
- 9. Course work taken to fulfill licensing and/or initial job placement requirement will not be credited.
- 10. Course work taken prior to or in progress at the time of Board adoption of the Professional Growth Program will not receive credit for the purpose of this program.
- 11. District Payment of Cost:
  - a. In accordance with the requirements of this section, a permanent employee may be reimbursed for the actual out-of-pocket cost of an approved professional growth activity. Any units earned with District payment cannot be applied toward a salary award.
  - b. This section is the same as B.2, above.
  - c. This section is the same as B.3., above.
  - d. This section is the same as B.4., above.
  - e. This section is the same as B.5., above.
  - f. Written verification of the actual cost, including receipts, must be submitted before reimbursement can be made. Also, verification of the successful completion of the professional growth activity must be made in writing to, or in conference with, the Assistant Superintendent for Human Resources before reimbursement can be made. Other verification procedures as specified in B.6 above apply.
  - g. An employee may receive a maximum reimbursement of One Thousand Five Hundred Dollars (\$1,500) during a three-year period and a total maximum expenses reimbursement of Four Thousand Five Hundred Dollars (\$4,500) in accordance with the above guidelines.

1           **12. Professional Growth and Degree Compensation**

2  
3           All Classified members receive the following stipends for the appropriate  
4           degree, prorated according to contract hours. [Employees working less  
5           than eight (8) hours per day, twelve (12) months per year, shall receive the  
6           salary award on a proportionate basis as the number of hours regularly  
7           worked per year relates to two thousand eighty (2080) hours.]

8  
9                   AA:           \$500, or  
10                  BA/BS:       \$1000, or  
11                  Masters:     \$1500

1 **ARTICLE XXV: COMPLAINTS CONCERNING SCHOOL PERSONNEL/PUBLIC**  
2 **CHARGES**

3  
4 **A.** Any written parent or citizen complaint about a unit member shall be reported  
5 and complainant identified to the unit member by the administrator receiving  
6 the complaint within five (5) days of receipt of such complaint.  
7

8 **B.** Should the involved unit member believe the allegations in the complaint  
9 warrant a meeting, the immediate supervisor shall attempt to schedule a meeting  
10 between the unit member and the complainant. At the request of the unit  
11 member, the Association representative may be present at the meeting.  
12

13 **C.** This procedure need not be followed when the charge is a subject of a criminal  
14 investigation by an outside agency.  
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**ARTICLE XXVI: CLASSIFIED SUBSTITUTES**

A. If a unit member in one of the classifications listed below is off work due to illness or personal necessity for more than three (3) days, the District will attempt to provide a substitute if a bona fide need exists.

1. The three (3) day rule may be waived by the District in critical situations.

2. Whenever possible, attempts will be made to cover the vacancy by re-distributing work.

B. The affected classifications are:

- Administrative Secretary I and II
- Office Specialist I and II
- Attendance Clerk I and II
- Head Custodian I and II
- Custodian I and II
- Inst. Aide II and III
- Data Processing Clerk

C. All requests for substitute classified employees should be directed to the Personnel Office.

1 **ARTICLE XXVII: SPECIALIZED HEALTH CARE**

2  
3 **A.** The term “specialized health care” is defined in Education Code Section 49423.5  
4 and in **Guidelines and Procedures for Meeting the Specialized Physical Health**  
5 **Care Needs of Pupils**, by the California Department of Education, 1990.

6  
7 **B.** A unit member designated by the District to provide specialized health care to  
8 students, and who has received the required training and is performing such  
9 services will receive a maximum annualized stipend of Six Hundred Fifty  
10 Dollars (\$650).

11  
12 1. This amount may be prorated for part-time employees or to assure  
13 equitable compensation for services rendered.

14  
15 2. The District will consult with CSEA regarding prorated amounts.

16  
17 **C.** Individuals must receive training from, and be approved by, a  
18 licensed/credentialed school nurse prior to performing specialized health care  
19 procedures. School nurses will provide ongoing direct/indirect supervision of  
20 individuals performing such services.

1 **ARTICLE XXVIII: EARLY RETIREMENT - CLASSIFIED**

2  
3 The District agrees to pay partial health benefits (medical only) for a bargaining unit  
4 employee who retires and meets the following criteria. In the event that this provision  
5 is modified, those unit members granted Early Retirement Benefits will continue to  
6 receive those benefits as stated in paragraphs C. and D. below.  
7

8 **A.** The retiring employee shall be at least fifty-five (55) years of age and shall have  
9 made application to PERS for retirement.  
10

11 **B.** The retiring employee shall have rendered at least twenty (20) years of  
12 continuous service to the District as a probationary or permanent employee.  
13

14 **C.** The District agrees to pay fifty percent (50%) of the medical only coverage or  
15 Two Hundred Dollars (\$200), whichever is greater, for the retiree and their  
16 eligible dependents.  
17

18 **D.** The District's required contribution shall be for forty-eight (48) months or until  
19 the end of the month in which the employee becomes eligible for Medicare,  
20 whichever occurs first.  
21

22 **E.** The employee shall be entitled to enroll in any medical plan available to a current  
23 unit member in the month the benefit is received.  
24

25 **F.** Any modification to this Article shall not deprive any employee who retired  
26 prior to that date from continuing to receive the established benefits for the  
27 period established in paragraph D.  
28

29 **G.** The employee shall notify the Assistant Superintendent for Human Resources in  
30 writing thirty (30) days prior to the planned date of early retirement.  
31

32 **H.** The retiring employee shall be eligible for and receiving health benefits during  
33 the year immediately preceding retirement.  
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1 **ARTICLE XXIX: PAID COACHING**

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A unit member who has been appointed to serve as a coach shall receive Twenty-Six Dollars (\$26) for renewal of CPR Certificate and Fifty-One Dollars (\$51) for renewal of First Aid Certificate.

**All bargaining unit members who have been hired to serve as an athletic coach shall be paid the same rate of pay as the YCTA members who serve as District Coaches.**

1 **ARTICLE XXX: SAVINGS PROVISION**

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If any provision of this Agreement is held invalid by operation of law or by any court of competent jurisdiction or by a decision of the Public Employees Relations Board, the remainder of this Agreement shall not be affected thereby.



1 **ARTICLE XXXI: MANAGEMENT RIGHTS**

2  
3 **A.** The Association recognizes that the Governing Board has the responsibility and  
4 the authority to manage, direct, and control all operations and all activities of the  
5 school district to the full extent permitted by law.  
6

7 **B.** By way of illustration, and not limitation, this includes the exclusive right to:

- 8
- 9 1. determine its organization;
- 10
- 11 2. direct the work of its employees’
- 12
- 13 3. determine the times and hours of operation;
- 14
- 15 4. determine the kinds and levels of services to be provided (including, but  
16 not limited to, the educational programs of the District) and the methods  
17 and means of providing them;
- 18
- 19 5. establish its policies, goals, and objectives;
- 20
- 21 6. determine staffing procedures;
- 22
- 23 7. determine the number and kind of personnel required;
- 24
- 25 8. maintain the efficiency of District operations;
- 26
- 27 9. hire, classify, assign, transfer, evaluate, and promote employees; and
- 28
- 29 10. terminate and discipline employees.
- 30

31 **C.** The exercise of the preceding powers, rights, authorities, duties, and  
32 responsibilities by the District, including the adoption of policies, regulations,  
33 and practices in furtherance thereof, and the use of judgment and discretion in  
34 connection therewith, shall be limited only by the specific and express terms of  
35 this Agreement, and then only to the extent that such specific and express terms  
36 are in conformance with the law.  
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38 **D.** The Governing Board retains the right to take action on any matter in the event  
39 of an emergency.  
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**ARTICLE XXXII: RECLASSIFICATION**

**A.** A reclassification is a change in a position where duties and tasks have changed significantly, consistently, and such duties are not described in the current job description. Job descriptions are not intended to be an exhaustive list of all duties, knowledge, or abilities associated with the classification, but are intended to accurately reflect the principal job elements. Incumbents may perform any combination of the essential functions of the job. Duties may vary from site to site.

**B.** A reclassification may result in an upward or downward change in salary range; however, it is not designed to provide additional compensation, nor to reward the high-quality worker; it is not merit pay; it is not to be confused with additional work.

**C.** Nothing in this Article or the Reclassification Process shall preclude a bargaining unit member from submitting a reclassification request if the District does not have a job description that would encompasses the duties that are currently being performed by the bargaining unit member. If the Committee determines that a position does not exist for reclassification the committee does not the authority to create or authorize new positions. These situations will be promptly referred to CSEA and the District.

**D.** Reclassification requests shall be submitted by the unit member to the Human Resources Department and must include a written request from the unit member and input regarding job responsibilities from the unit member’s immediate supervisor. Detailed guidelines and applications for reclassification requests for unit members are available in the Human Resources Department and on the District’s Website; [www.ycusd.k12.ca.us](http://www.ycusd.k12.ca.us); and Attachment 3 of the collective bargaining agreement.

**E.** Application requests for reclassification must be complete and turned in to the Human Resources Department by October 1 for Fall consideration and March 1 for Spring consideration.

**F.** The Assistant Superintendent of Human Resources or designee shall review for content all reclassification requests and submit these requests to the Reclassification Committee.

**G.** The Committee shall consist of (3) CSEA representatives and (3) District representatives, which includes the Assistant Superintendent of Human Resources. It shall grant reclassifications based on the information submitted and the criteria set forth in this article. The reclassification may include a change to the unit member’s job description and salary. The process shall be *completed* by the months of December for Fall and May for Spring. These deadlines may be extended by mutual consent of the District and CSEA.

1 **H.** Unit members receiving a denial shall receive a letter of explanation from the Assistant  
2 Superintendent of Human Resources.

3  
4 **I.** All unit members whose reclassifications are recommended by the Committee shall  
5 receive the change in salary retroactively to July 1 for Fall and January 1 for Spring  
6 consideration. In the event that a deadline has been extended by the parties, the extension  
7 shall not change the retroactive pay to the unit member.

8  
9 **J.** Review of Split Decisions  
10 1. A neutral arbitrator mutually selected by the District and CSEA shall review all  
11 “split” recommendations. A split recommendation is defined as a tied vote of the  
12 Joint Committee on the request for reclassification.  
13 2. Review by the arbitrator shall be based upon the record previously before the  
14 Joint Committee and a verbal presentation by the employee and the District.  
15 3. In each such case, the arbitrator shall issue a brief written statement within thirty  
16 (30) calendar days, which shall set forth the rationale of the arbitrator’s  
17 recommendation.  
18 4. The arbitrator’s decision shall be binding.  
19 5. Cost of the neutral arbitrator (and any directly related costs) shall be shared  
20 equally by the District and CSEA.  
21

22 **K.** Procedure When There Is a Reorganization  
23 1. If there is a reorganization, the unit member shall have a right to request a  
24 reclassification at the time of the reorganization.  
25 2. In such a case, the Reclassification Committee review and process all requests  
26 following the process and procedures listed above; however, the reorganization  
27 reclassification shall be completed within two (2) months of the District’s receipt  
28 of the unit member’s completed request for reclassification.  
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SALARY AND BENEFITS NEGOTIATION HISTORY

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School Year  
Negotiated

Summary

2015/2016

Article XIII: Health and Welfare Benefit .16 increase

Article XIV: Salaries 3.5% increase

2016/2017

Article XIII: Health and Welfare Benefits

Article XIV: Salaries 2% increase

Article XXXIII: Reclassification

2017/2018

Article XIII: Health and Welfare Benefits  
\$220 increase to Cap

\$300 one time pro-rated for members who did not qualify  
for benefits

Article XIV: Salaries 2% increase

ATTACHMENT 2

YUBA CITY UNIFIED SCHOOL DISTRICT  
**CLASSIFIED EMPLOYEES  
 JOB TITLES AND RANGES**

	<u>CLASSIFICATIONS</u>	<u>RANGES</u>
9	Accounting Specialist I	28
10	Accounting Specialist II	30
11	Accounting Specialist III	31.5
12	Administrative Secretary I	29.5
13	Administrative Secretary II	30.5
14	Attendance Clerk I	27
15	Attendance Clerk II	28
16	Braille Transcriber	26
17	Bus Driver	27.5
18	Bus Driver Trainer	30
19	Cafeteria Manager I	28
20	Cafeteria Manager II	28.5
21	Cafeteria Manager III	29
22	Cafeteria Worker	22.5
23	Cal-Soap Clerk	26.5
24	Campus Supervisor	24.5
25	Career Center Technician	28
26	Child Care Aide	24
27	Child Development Assistant	24
28	Child Development Program Specialist	34
29	Child Development Specialist – School Readiness	34
30	Child Nutrition Data Processing Specialist	28.5
31	Clerk I	23.5
32	Clerk II	25.5
33	Clerk III	26.5
34	Computer Technician I	28.5
35	Computer Technician II	30
36	Computer Technician III	34
37	Cook/Transport	25.5
38	Coordinator of Afterschool Program	31
39	Custodian I	26
40	Custodian II	27
41	Data Clerk	29
42	Database Engineer	38.5
43	Data Base Specialist	40.5
44	Day Care Provider	28
45	Educational Technology Specialist	34
46	Enrollment and Scheduling Specialist	30.5
47	Fiscal Secretary	29.5
48	Food Services Assistant	31.5

1	Grounds Equipment Operator	30
2	Groundskeeper	27.5
3	Head Custodian I	28.5
4	Head Custodian II	30
5	Health Aide	25.5
6	Health Clerk	26
7	Information Systems Operator	31
8	Information Systems Analyst	32.5
9	Information Systems Technical Support	35
10	Instructional Aide – Computers	25.5
11	Instructional Aide – Special Education	25.5
12	Instructional Aide II	24.5
13	Instructional Aide III	27
14	Interpreter/Translator	34
15	Intervention Specialist	34
16	Intervention Specialist for Attendance	31
17	Lead Bus Driver	28
18	Lead Cook	26
19	Library Clerk	25
20	Library Technician	27
21	Licensed Vocational Nurse	33.5
22	Maintenance Dispatcher	28.5
23	Maintenance Helper	28.5
24	Maintenance Leader	35
25	Maintenance Worker	32
26	Maintenance Specialist (HVACR)	33.5
27	Maintenance Specialist (Low Voltage)	33.5
28	Maintenance Specialist (Plumbing)	33.5
29	Mechanic I	30
30	Mechanic II	33.5
31	Mechanic III	35
32	Network Specialist	40.5
33	Office Specialist I	28
34	Office Specialist II	28.5
35	Para Educator – School Readiness	24.5
36	Parent Advocate	24.5
37	Parent Liaison Clerk	24.5
38	Personnel Specialist I	29.5
39	Personnel Specialist II	31
40	Registrar	30.5
41	Student/Food Event Coordinator	29
42	Student Store Clerk	23.5
43	Transportation Dispatcher	30
44	Warehouse-Delivery/Mail Courier	26
45	Warehouse Person	28.5
46	Warehouse Specialist	28.5

**2017/18 CLASSIFIED SALARY SCHEDULE**

Range	Step 1 Hourly	Step 2 Hourly	Step 3 Hourly	Step 4 Hourly	Step 5 Hourly
21	12.94	13.58	14.26	14.97	15.73
21.5	13.28	13.93	14.63	15.36	16.11
22	13.59	14.26	14.98	15.73	16.53
22.5	13.94	14.63	15.37	16.11	16.94
23	14.27	14.98	15.74	16.53	17.35
23.5	14.64	15.37	16.14	16.94	17.80
24	14.99	15.74	16.54	17.35	18.25
24.5	15.39	16.14	16.95	17.80	18.72
25	15.76	16.54	17.36	18.25	19.18
25.5	16.18	16.95	17.81	18.72	19.66
26	16.56	17.36	18.26	19.18	20.13
26.5	16.98	17.81	18.73	19.66	20.64
27	17.39	18.26	19.20	20.13	21.17
27.5	17.83	18.73	19.68	20.64	21.68
28	18.28	19.20	20.17	21.17	22.22
28.5	18.75	19.68	20.66	21.68	22.78
29	19.22	20.17	21.18	22.22	23.33
29.5	19.71	20.66	21.69	22.78	23.92
30	20.20	21.18	22.23	23.33	24.50
30.5	20.70	21.69	22.79	23.92	25.13

Range	Step 1 Hourly	Step 2 Hourly	Step 3 Hourly	Step 4 Hourly	Step 5 Hourly
31	21.21	22.23	23.34	24.50	25.76
31.5	21.74	22.79	23.93	25.13	26.40
32	22.28	23.34	24.51	25.76	27.07
32.5	22.82	23.93	25.14	26.40	27.73
33	23.40	24.51	25.79	27.07	28.43
33.5	23.96	25.14	26.42	27.73	29.15
34	24.56	25.79	27.08	28.43	29.86
34.5	25.18	26.42	27.74	29.15	30.62
35	25.83	27.08	28.44	29.86	31.37
35.5	26.45	27.74	29.16	30.62	32.16
36	27.12	28.44	29.87	31.37	32.96
36.5	27.80	29.16	30.64	32.16	33.80
37	28.51	29.87	31.39	32.96	34.65
37.5	29.21	30.64	32.18	33.80	35.51
38	29.96	31.39	32.97	34.65	36.38
38.5	30.70	32.18	33.81	35.51	37.29
39	31.46	32.97	34.66	36.38	38.22
39.5	32.26	33.81	35.52	37.29	39.18
40	33.06	34.66	36.39	38.22	40.17
40.5	33.88	35.52	37.30	39.18	41.16



**Yuba City Unified School District**  
**CLASSIFIED SPECIAL PROGRAMS SALARY SCHEDULE**  
**2017/18**

	I	II	III	IV	V	VI	VII	VIII	IX	X
Assistive Technology (AT) Behaviorist (B)										
Occupational Therapist (OT) Physical Therapist (PT)	49.56	51.78	54.35	56.93	59.64					
Mental Health Clinician Social Worker	36.50	38.24	40.18	42.20	44.32					
Cert. Occupational Therapy Asst. (COTA)	26.67	27.87	29.12	30.42	31.79	33.24	34.76	36.35	38.03	40.01
<u>SLPA</u> Speech & Lang Pathology Assistant	23.73	24.72	25.79	26.89	28.09					
Speech & Lang Pathology Aide	19.71	20.66	21.69	22.78	23.92					

2% increase as of 07/01/17. Board approved 07/11/17.

Monthly amount represents a full time, twelve month position

**Longevity Increments**

Unit members will receive an additional \$750 per year (\$.36 per hour) starting their 6<sup>th</sup> consecutive year and continuing through the 10<sup>th</sup> consecutive year of service to the District.

An additional \$800 per year (\$.39 per hour) will be paid starting their 11<sup>th</sup> consecutive year of service and will continue through the 15<sup>th</sup> consecutive year of service.

An additional \$850 per year (\$.41 per hour) will be paid starting their 16<sup>th</sup> consecutive year of service and will continue through the 20<sup>th</sup> consecutive year.

An additional \$900 per year (\$.43 per hour) will be paid starting their 21<sup>st</sup> consecutive year of service and will continue through the 24<sup>th</sup> consecutive year of service.

An additional \$1000 per year (\$.48 per hour) will be paid starting their 25<sup>th</sup> consecutive year of service and will continue thereafter.

**Degree Stipend**

\$500 (\$.24 per hour) above amount shown on schedule will be paid for an earned AA/AS Degree (related to the employee's position); or

\$1000 (\$.48 per hour) above amount shown on schedule will be paid for an earned BA/BS Degree (related to the employee's position); or

\$1500 (\$.72 per hour) above amount shown on schedule will be paid for an earned MA Degree (related to the employee's position).

**Professional Growth**

\$500 (\$.24 per hour) above amount shown on schedule will be paid for Professional Growth, for the completion of nine units. May earn a maximum of five awards, with no more than one award being granted in any two year period.

**Split Shift**

\$.25 per hour above amount shown on schedule will be paid for Split Shift pay.

**Night Shift**

\$.15 per hour above amount shown on schedule will be paid for Night Shift pay. (Custodians working 4 hrs beyond 6:00 p.m.)

Employees working less than full-time will receive a prorated share in accordance with the total number of hours/days/months worked.

## ATTACHMENT 3

### RECLASSIFICATION

The purpose of reclassification is to look at positions (not people) where duties and tasks have changed significantly, consistently and such duties are not contemplated in the current job description. Reclassification is not designed to provide additional compensation, nor to reward the high-quality worker; it is not merit pay; it is not to be confused with additional work. \*

*Note: If you are working or believe you are performing duties that are not in an existing job description that does not preclude you from filing for a reclassification under Article XXXIII.*

#### GUIDELINES FOR RECLASSIFICATION REQUESTS FOR CLASSIFIED EMPLOYEES

1. If an employee feels that the duties he/she currently performs differ significantly from those outlined in the current classification description, the reclassification process is available as an avenue of review.
2. Only requests dealing with individuals will be reviewed by the Committee. No "class-action" type requests will be accepted for review.
3. Application requests for Reclassification must be completed and turned in to the Human Resources Department by October 1 for Fall consideration and March 1 for Spring consideration.
4. In order to be considered for reclassification, the employee must be consistently asked to perform tasks not contemplated in his/her job.
5. The process consists of four (4) levels which are as follows:

##### First Level:

Employee obtains appropriate forms from the Human Resources Department or the District Website in which the employee clearly describes the tasks which differ from the present job classification.

##### Second Level:

Upon completion and return of the employee's forms, the immediate supervisor (immediate supervisor is the lowest level supervisor having immediate jurisdiction over employee) is requested to review the application and provide input regarding job responsibilities.

##### Third Level:

At this level, the Assistant Superintendent of Human Resources or their designee is asked to review and verify reclassification request documents are complete and submit it to the Reclassification Committee who will then make their determination. This determination may include a change to the unit member's job description and/or salary range.

##### Fourth Level:

Upon final approval of the reclassification, the employee shall receive the change in salary grade effective retroactively to July 1 for Fall consideration and retroactively to January 1 for Spring consideration. See Article XXXIII in the contract.

**YUBA CITY UNIFIED SCHOOL DISTRICT  
CSEA CHAPTER #265  
CLASSIFIED PERSONNEL REQUEST FOR RECLASSIFICATION  
TO BE COMPLETED BY CLASSIFIED EMPLOYEE**

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**Name:**                      **Last**    **First**    **Date**

Current Job Title: \_\_\_\_\_ Salary Grade: \_\_\_\_\_

**Significant and Consistent Change of Required Duties Not in Current Job Description.**

Please refer to your current job description and list the significant and consistent change of **required** duties not in your current job description. List these changes of tasks and duties separately and indicate the percentage/hours that you spend on these tasks/duties each week.

A. \_\_\_\_\_ %/ Hrs. \_\_\_\_\_

B. \_\_\_\_\_ %/ Hrs. \_\_\_\_\_

C. \_\_\_\_\_ %/ Hrs. \_\_\_\_\_

D. \_\_\_\_\_ %/ Hrs. \_\_\_\_\_

E. \_\_\_\_\_ %/ Hrs. \_\_\_\_\_

F. \_\_\_\_\_ %/ Hrs. \_\_\_\_\_

Total %/ Hrs. \_\_\_\_\_

Please list any additional information below:  
State any changes in the qualifications for your position (skills, knowledge, ability).

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I certify that I have read the guidelines, that the entries made above (or attached) ARE MY OWN and to the best of my knowledge are accurate and complete. (Attachments must be dated and signed.)

---

**Signature of Employee**

---

**Date**







**LETTER OF UNDERSTANDING**  
**Between**  
**YUBA CITY UNIFIED SCHOOL DISTRICT**  
**and**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #265**

**LEAVE OF ABSENCE FOR STUDENT TEACHING**

(Dated: January 10, 1996)

The District and the Association encourage and support all employees to continue their professional growth. The District is particularly interested in supporting classified employees' desire to enter the teaching profession. Therefore, the District agrees to allow employees to take a short-term leave of absence for the purpose of completing student teaching requirements as part of a teaching credential program in accordance with the following provisions:

1. The employee must be enrolled in a Commission approved teacher credential program.
2. The employee must have been a District employee for three (3) consecutive years immediately preceding the period of leave requested.
3. The employee must have received an "Effective/Meets Standards" rating in his/her last evaluation and no disciplinary action may be pending against the employee.
4. The employee may use up to 100 leave days for student teaching. The leave days will be taken consecutively unless by mutual consent. The approved leave period may be reduced by mutual consent. The District may terminate the leave at its discretion with a minimum of two (2) weeks prior notice.
5. The leave will be without pay and benefits. The employee may elect to continue the District provided health, dental, vision and live insurance package at his/her own expense.
6. The employee will not accrue seniority hours during the period of leave in that he/she is not in a paid status.
7. Requests for the leave must be submitted in writing to the employee's supervising administrator/classified manager 60 days in advance of the requested starting date. The supervisor will forward the request, along with a recommendation, to the Director of Personnel for approval.
8. The employee will be allowed to return to his/her position at the end of the leave.

Provisions of this Letter of Understanding are applicable only to classified employees for the purpose of student teaching. This letter of understanding is not precedent setting for any purpose and its provisions are not subject to the grievance process as specified in the Agreement between the District and C.S.E.A., Chapter #265.



**LETTER OF UNDERSTANDING**  
**Between**  
**YUBA CITY UNIFIED SCHOOL DISTRICT**  
**and**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #265**

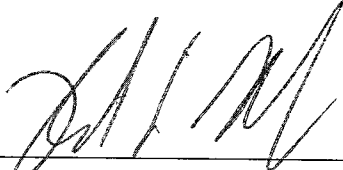
**[BUS DRIVER TRAINING COMPENSATION]**

(Dated: \_\_\_\_\_)

The Yuba City Unified School District (District) and the California Schools Employees Association, Chapter #265 (CSEA) hereby, agree that those bus drivers who voluntarily attend any T.O.1 acceptable training approved by the Transportation Director will be compensated in accordance with the Fair Labor Standards Act (FLSA). This means that a portion of Article IV - Hours, Section J - Overtime of the Contract between the District and CSEA which states that "Employees working four (4) hours or more per day will receive overtime for all time worked on the sixth or seventh day will not apply to this event. Drivers who attend will receive their regular hourly rate unless, by attending this inservice, they work more than 40 hours during a week or more than eight (8) hours during the day; for which they will receive overtime compensation or double time as applicable. The parties further agree that compensation will be provided for time in attendance (the number of hours actively engaged in training; not travel time). Also included is the registration fee and lunch not to exceed the prevailing rate.


SIGNATURE PAGE

FOR YUBA CITY UNIFIED SCHOOL DISTRICT

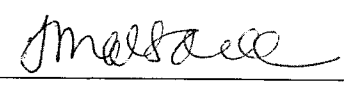
By:   
Signature

Robert L. Shemwell 6-27-18  
Print Name: Date

FOR CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and its Yuba City Chapter #265

By:   
Signature

Eli Fochs 6-27-18  
Print Name: Date

By:   
Signature

Theresa Malsack 6-27-2018  
Print Name: Date