

**AGREEMENT
BETWEEN
NATOMAS UNIFIED SCHOOL DISTRICT
AND
C.S.E.A. CHAPTER 745**

2014-15, 2015-16, 2016-17

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<http://natomasunified.org>

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TABLE OF CONTENTS

Article I	AGREEMENT.....	1
Article II	RECOGNITION	2
Article III	ORGANIZATIONAL SECURITY	3
Article IV	CSEA RESPONSIBILITIES	5
Article V	ASSOCIATION RIGHTS.....	6
Article VI	HOURS	9
Article VII	HEALTH AND WELFARE BENEFITS	15
Article VIII	CONTRACTING OUT.....	20
Article IX	FILLING BARGAINING UNIT VACANCIES.....	21
Article X	EVALUATION PROCEDURES/PERSONNEL.....	27
Article XI	LEAVES	31
Article XII	SAFETY	42
Article XIII	HOLIDAYS	43
Article XIV	VACATIONS.....	45
Article XV	DISCIPLINE POLICY	48
Article XVI	LAYOFF PROCEDURES	59
Article XVII	CLASSIFICATION/RECLASSIFICATION	65
Article XVIII	GRIEVANCE PROCEDURE.....	68
Article XIX	SALARIES.....	73
Article XX	SEVERABILITY	78
Article XXI	TRANSPORTATION	79
Article XXII	EARLY RETIREMENT PLAN	82
Article XXIII	PROFESSIONAL GROWTH	84
Article XXIV	ENTIRE AGREEMENT.....	87
Article XXV	RATIFICATION.....	89
Article XXVI	COMMUNITY SUPPORT	90
	Appendix A..... Salary Schedule	
	Appendix B..... Evaluation Form	
	Appendix C..... Professional Growth Form	
	Appendix D..... Petition for Reclassification	

ARTICLE I
AGREEMENT

- 1.1 This Agreement is between the California School Employees Association and its Natomas Unified Chapter 745, hereinafter called the "Association" and the Natomas Unified School District, hereinafter called the "District."

ARTICLE II
RECOGNITION

2.1 The District recognizes the Association as the exclusive bargaining representative for all classified employees included, but not limited to those listed in Appendix B, and excluding Certificated, Management, Confidential, and Supervisory employees.

ARTICLE III

ORGANIZATIONAL SECURITY

3.1 The Association shall have the sole and exclusive right to have membership dues deducted for employees in the Bargaining Unit.

3.1.1 Membership dues deductions shall become effective in the month in which the employee submits an authorization.

3.2 Agency Fees

3.2.1 Effective upon the date of ratification of this Agreement, each new employee is required to either:

- (a) Be a member of the Association (CSEA), or
- (b) Satisfy the agency financial obligation as set forth in Section 3.2.3 below,
or
- (c) Qualify for religious exemption as set forth in Section 3.2.3 below.

3.2.2 Unless the employee has (a) voluntarily submitted to the District an effective dues deduction request, (b) individually made direct financial arrangements satisfactory to CSEA as evidenced by notice of same by CSEA to the District, (c) or qualified for religious exemption as provided in Section 3.2.3 below within ten (10) days following the first day of assigned work, the District shall process a mandatory agency fee deduction in the appropriate amount. The amount of the agency fee shall be determined by the Association subject to applicable law.

Article III - Organizational Security

- 3.2.3 Any employee who is a member of a religious body whose traditional tenants or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association except that such member shall pay, in lieu of the agency fee, an amount equal to the agency fee to a non-religious, non-labor charitable organization, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code.
- 3.2.4 Individuals selecting either direct financial arrangements with CSEA or claiming a religious exemption shall make such payments within 30 calendar days following the first date of employment. Subsequent years such payments or proof of payment shall be made by September 30 of each year.
- 3.2.5 Proof of payment of the charitable funds and a written statement of objection along with verifiable evidence of membership in an organization, group or religious body, whose traditional tenants, teachings or integrated set of deeply held values includes objections to joining or financially supporting employee organizations shall be made on an annual basis to the exception from the provisions of Section 3.2.2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom the payment in-lieu of agency fee has been paid.
- 3.3 The Association shall indemnify and hold the District harmless from any and all claims, demands, suits, or any other actions arising from this Article.

ARTICLE IV

CSEA RESPONSIBILITIES

- 4.1 CSEA shall file with the Superintendent annually and keep current the following information:
1. Name, mailing address, and telephone number of CSEA and its State organization.
 2. Name, mailing address, and telephone number of the officers of CSEA.
- 4.2 Any correspondence or inquiry in the context of, or related to the “meet and negotiate” process shall be directed to the Superintendent with a copy of such inquiry or correspondence given to the District's representative.

ARTICLE V
ASSOCIATION RIGHTS

- 5.1 The District shall provide the Association access to represented employees work areas, provided such access does not interfere with the work.
- 5.2 The Association shall have the right to schedule available schoolrooms for meetings, and to send mail through the intra-District mail system.
- 5.3 The District shall provide the Association with a seniority listing and copies of the District budget upon request.
- 5.4 The District shall provide the Association with bulletin board space at each work site for the posting of notices.
- 5.5 Release Time
- 5.5.1 The District shall provide paid release time for up to four (4) members selected by the Association for a total of five (5) days per school year, which shall be taken in the month of August for the annual CSEA convention. The Association President shall inform the Superintendent and the employee's immediate supervisor ten (10) days in advance of the Association request for release time for the District to arrange for a satisfactory substitute. Release time which is not used in one year may not be carried over to a subsequent contract year.

5.5.2 The Association President or designee shall be released for up to the prorated ADA amount of hours per year, calculated as follows: for every 3500 ADA students in the District for a given year, the Association President shall be released for up to 52 hours. Any number of ADA above 3500 for a given year, the President or designee's release time shall be prorated accordingly. These hours are to be used at scheduled work time for the purpose of conducting union business such as: to prepare for meetings, meet with CSEA members and District officials (not for negotiations). Both parties agree at the beginning of each school year that the Association President and his/her immediate supervisor will meet to designate the time during the work day/week that may be used by the Association President for union business.

The cost of any substitute used to cover the President's or designee's position while he/she is on union business shall be divided 50/50 between CSEA and the District.

5.6 Neither the District nor the Association shall interfere with, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in Association activity in accordance with Chapter 10-7, Section 3540-3549 of the Government Code.

5.7 Whenever notice is required to the District or the Association under this agreement or by law, and no other form of notice is otherwise designated, notice to the District shall be written notice made by personal delivery or first class mail to the District Superintendent and notice to the Association shall be written notice made by personal delivery or first class mail to the Chapter President and the assigned CSEA Field Representative.

5.8 Distribution of Contracts

- 5.8.1 Within 30 working days of ratification of the agreement by both parties, the District shall produce a draft and provide the draft to the Chapter President for review by the Association.
- 5.8.2 The Association shall review the contract and make all necessary and relevant changes required by the ratified agreement to the draft, and return the draft to the District within 30 working days from its receipt.
- 5.8.3 Within 30 working days after receiving the draft collective bargaining agreement back from the Association, the District shall make all necessary and relevant changes, and the District shall post the entire contract on the District Web page for employee access. Employees who do not have internet access can come to Human Resources to access a computer to review the contract or will be given a copy of the contract upon request to the Human Resources Office.
- 5.8.4 The District shall provide a copy of the contract to all newly hired employees within ten (10) working days of the employee's date of hire.

ARTICLE VI

HOURS

6.1 Work Week

6.1.1 The workweek shall be 5 consecutive days as designated by the employer for each classification assignment. Each bargaining unit employee shall be assigned a work week. A supervisor may modify an employee's work day (starting and ending times) by no more than 30 minutes without the employee's permission upon receiving the prior approval of the Superintendent. If the employee asserts that the change creates a hardship, the supervisor/manager will seek resolution to avoid hardship for the employee and will seek to make accommodations. The employee and CSEA shall receive written notice at least 10 (ten) working days prior to this change taking place.

6.1.2 The District may require employees to work in excess of their normal workweek, or designated workday. In such instances, overtime rates will be in effect, pursuant to Section 6.5 below.

6.2 Work Day

6.2.1 The length of the work day shall be designated by the employer for each classified assignment. Each bargaining unit employee shall be assigned a regular minimum number of hours per day, which shall not be reduced without negotiations between the District and CSEA.

6.2.2 No time card may be changed or otherwise altered after submission by an employee. In the event the District has evidence the time card is incorrect, an attachment shall be issued with a copy and explanation to the employee.

6.3 Lunch Periods: Employees having an average workday of four (4) hours or more shall be entitled to an unpaid, uninterrupted lunch period of not less than one-half (1/2) hour. An employee who works an average workday of less than five and one –half (5 ½) hours may request in writing to waive his/her unpaid, uninterrupted lunch and this will be the employee's new work schedule with the supervisor's approval.

6.4 Rest Periods: Employees working four (4) or more consecutive hours shall be entitled to rest periods as scheduled by the immediate management supervisor. Rest periods shall be fifteen (15) minutes for each four (4) consecutive hours of scheduled work.

6.5 Overtime: Overtime is defined to include time worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a calendar week. Overtime shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate of pay for the time actually worked.

6.5.1 Employees having an average workday of four (4) hours of more and a workweek of five (5) consecutive days shall be compensated for any work required to be performed on the sixth or seventh day of the workweek at one and one-half (1 1/2) times the employee's regular hourly rate of pay for the time actually worked.

6.5.2 An employee having an average workday of less than four (4) hours during the workweek shall, for any work required to be performed on the seventh day of the workweek, be compensated at one and one-half (1 1/2) times the employee's regular hourly rate of pay for the time actually worked.

6.5.3 All hours worked on authorized holidays shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate of pay in addition to the regular pay.

6.5.4 Voluntary Overtime

Each July 1 a list will be established by site or department of employees that want overtime. The list will be organized by seniority and the opportunity for overtime will rotate. The employee whose turn it is has the first right of refusal. A name will be skipped if they are not qualified for the work that needs to be done on overtime.

6.5.5 Mandatory Overtime

Each July 1 the seniority list will be used by classification and site to establish who will have to do overtime when there are no volunteers. The list will rotate initially starting with the least senior employee. A name will be skipped if they are not qualified for the work that needs to be done on overtime.

6.6 Compensatory Time Off

Compensatory time off shall be compensated for at time and one-half.

6.6.1 When overtime work is authorized and the employee desires compensatory time off in lieu of cash compensation, an appropriate form must be completed by the employee and approved by the immediate supervisor and the Superintendent.

6.6.2 Maximum amount of compensatory time off will be limited to eighty (80) hours per twelve (12) month period, commencing July 1.

6.6.3 If an employee does not take compensatory time off, he/she will receive cash compensation for overtime worked prior to June 30.

6.6.4 Compensatory time off cannot be accumulated from year to year.

6.7 Call-In Time: Time that an employee is required to perform unscheduled work which does not continuously precede or follow an employee's regularly scheduled assignment shall be considered Call-In Time and shall be compensated for a minimum of two (2) hours of work at the overtime rate. Time shall be computed portal to portal with mileage additional.

6.8 Emergency Days

6.8.1 Employees who work on an annual or school year basis shall not lose a day of pay as result of a declared emergency day nor shall the employee be paid an additional amount as a result of the extension of the school calendar due to the make-up of a declared emergency day.

6.8.2 Pursuant to 6.8.1 above, when any employees assigned to work less than twelve (12) months are paid for a day in which they are not required to work, as provided by

Education Code Section 45203, because of an emergency day, twelve (12) month employees who work on any such day shall be granted an additional vacation day.

6.9 Standby Time - Bus Drivers

6.9.1 Bus Drivers on special trips, including, but not limited to, athletic events, field trips, and extra-curricular trips, who remain on standby for the duration of the event for which the special trip is made shall be paid for all standby hours at their regular rate of pay.

Whenever any combination of driving and standby hours in a day exceeds the established workday as defined in this Article, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular rate of pay.

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

6.9.3 Any time between scheduled bus runs or special trip runs of thirty (30) minutes or less shall be paid time.

6.10 Vehicle Unavailability

Employees will report to their primary work site and continue to work their regular work shift, even though District vehicles, which are normally assigned to them, may be temporarily unavailable due to mechanical or other malfunction.

6.11 Eleven-Month Contracts

Eleven-month employees shall be employed from either August 1 through June 30 or July 1 through May 31 unless otherwise negotiated with the union.

6.12 Fringe Benefits Adjustment

Consistent with Education Code Section 45137, a classified employee who works a minimum of 30 minutes per day in excess of his/her part-time assignment for a period of 20 consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Education Section 45136.

ARTICLE VII

HEALTH AND WELFARE BENEFITS

7.1 Each member of the bargaining unit shall have the option of either receiving health, vision, and/or dental insurance premiums withdrawn from their pay on a pre-tax basis pursuant to the Pre-Tax Premium Contribution Plan, or may opt to receive a cash benefit as defined in sections 7.2, 7.3, 7.4 and 7.5. Bargaining unit members opting to receive the cash benefit should be aware that options may be available for investing such cash benefits or a portion thereof in tax-free accounts. All employees choosing to receive the cash benefit must show proof of insurance coverage to qualify for the cash back option.

7.2 Employees Eligible for Benefits Prior to Ratification (04/21/93)

The District will increase the salary of each full-time bargaining unit member by a dollar amount equal to the cost of Kaiser family coverage and Delta Dental single coverage for the purpose of funding pre-tax health and dental premium contributions and cash benefits for bargaining unit members. For part-time bargaining unit members who are scheduled to work one-half (1/2) of the day or more, the District will increase the salary by a pro rata amount per month for the purpose of funding pre-tax health and dental premium contributions and cash benefits for bargaining unit members.

7.3 Employees Eligible for Benefits After Ratification (04/21/93)

- 7.3.1. For the 2006-07 school year, all bargaining unit members who require, and enroll in, family coverage will receive nine hundred twenty dollars and three cents (\$920.03) per month for the purpose of funding pre-tax health and dental premium contributions and benefits. Those who enroll in the two party or single parent coverage will receive six hundred seventeen dollars and fifty-three cents (\$617.53) per month for the purpose of funding pre-tax health and dental premium contributions and benefits. Bargaining unit members who select single coverage will receive five hundred thirty-five dollars and three cents (\$535.03) per month for the purpose of funding pre-tax health and dental premium contributions and benefits. For part time bargaining unit members who are scheduled to work one-half (1/2) of the day or more, the District will increase the salary by a pro rata amount per month for the purpose of funding pre-tax health and dental premium contributions and cash benefits for bargaining unit members.
- 7.3.2. For the 2007-08 school year, all bargaining unit members who require, and enroll in, family coverage will receive nine hundred ninety-seven dollars and ninety-eight cents (\$997.98) per month for the purpose of funding pre-tax health and dental premium contributions and benefits. Those who enroll in the two party or single parent coverage will receive six hundred sixty-nine dollars and eight-five cents (\$669.85) per month for the purpose of funding pre-tax health and dental premium contributions and benefits. Bargaining unit members who select single coverage will receive five hundred eighty dollars and thirty-six cents (\$580.36) per month for the purpose of funding pre-tax health

Article VII – Health and Welfare Benefits

and dental premium contributions and benefits. For part time bargaining unit members who are scheduled to work one-half (1/2) of the day or more, the District will increase the salary by a pro rata amount per month for the purpose of funding pre-tax health and dental premium contributions and cash benefits for bargaining unit members. For the 2014-2015 and 2015-2016 school years, a one-time, off-schedule payment of one thousand dollars (\$1,000.00) per each bargaining unit member enrolled in medical benefits will be paid on the October 2014 pay warrant and the October 2015 pay warrant.

7.4 Employees Eligible for Benefits before ratification date May 11, 2000.

Employees hired before ratification date May 11, 2000, shall be eligible for the full amount of the premium contribution either as stated in paragraph 7.3 or have the option to receive a cash benefit of four hundred eighty-six dollars and thirty-nine cents (\$486.39) per month.

Bargaining unit members selecting the option to receive the cash benefit should be aware that option might be available for investing such cash benefits or a portion thereof in tax-free accounts. For part time bargaining unit members who are scheduled to work one-half (1/2) of the day or more, the District will increase the salary by a pro rata amount per month for the purpose of funding pre-tax health and dental premium contributions and cash benefits for bargaining unit members.

7.5 Employees Eligible for Benefits hired on or after ratification date May 11, 2000, and who provided service prior to October 7, 2004. Employees shall be entitled to the full amount of the

Article VII – Health and Welfare Benefits

premium contribution as stated in paragraph 7.3 or have the option to receive \$125.00 per month if they choose not to receive any portion of the health and welfare benefit package (i.e.: medical, dental or vision coverage). An employee who elects to choose any portion of the District paid health and welfare benefit package will receive no cash back. All employees hired after the above date shall provide the District with proof of medical insurance coverage annually to qualify for the cash back option. For part-time bargaining unit members who are scheduled to work one-half ($\frac{1}{2}$) of the day or more, the District will increase the salary by a pro-rata amount per month for the purpose of funding pre-tax health and dental premium contributions or cash benefits for bargaining unit members.

7.6 Employees Eligible for Benefits Who Begin Service for the 2004-05 School Year

Employees shall be entitled to the full amount of the premium contribution as stated in paragraph 7.3 but shall not be entitled to any cash per month option. For part-time bargaining unit members who are scheduled to work one-half ($\frac{1}{2}$) of the day or more, the District will increase the salary by a pro rata amount per month for the purpose of funding pre-tax health and dental premium contributions and benefits for bargaining unit members.

7.7 Employees on approved leaves of absence without pay will have the option to continue to receive health and welfare coverage as specified by this article by submitting a personal check made out to the school district for the full amount of the monthly premium. This is contingent upon the insurance carrier's agreement to provide such coverage.

- 7.8 For those continuing employees working a regular ten-month year, the District shall maintain the health benefit premium during the summer months at the same level as the District contributed during the school year.
- 7.9 Should an employee in the bargaining unit be terminated, either voluntarily or involuntarily, such employee will not be entitled to paid benefits thereafter.
- 7.10 An advisory committee shall be formed to make recommendations to the Board and the Associations regarding plan and coverage changes. CSEA Chapter 745 and the District may appoint three representatives each to this committee.
- 7.11 Retiree Benefits
- The District will pay the medical premium at the rate in effect for the employee at the time of retirement, and has been in this plan for at least two (2) open enrollment periods, until age 65. The employee must have worked in the District for at least 15 consecutive years prior to retirement, reached age 55 and enter the PERS retirement system upon leaving the District. Employees who had notified the District in writing by November 1, 2001 of their desire to retire would be covered under the contract agreement dated prior to July 1, 2001, which allowed retirement at age 50 with 15 consecutive years of service.

ARTICLE VIII

CONTRACTING OUT

- 8.1 In the event the District intends to perform recognized bargaining unit work through another provider of services, the District shall give the Association advance notice and grant a full opportunity to meet and negotiate the decision to and effects of contracting out or transfer of bargaining unit work.
- 8.2 The District reserves its right under Education Code Section 45103.1

ARTICLE IX

FILLING BARGAINING UNIT VACANCIES

9.1 Posting of Notice of Vacancy

Notice of all vacancies shall be posted on bulletin boards at each District job site. Open positions shall remain posted for not less than ten (10) working days prior to the filing deadline. Open positions will be posted on the District Job Line at the same time they are posted on the bulletin boards. Notices of open positions shall be sent to one CSEA site representative per site.

9.2 Site Representatives

The Association shall notify the District of designated site representatives and update the list as necessary.

9.3 Employees on Leave

Employees on leave may provide the Human Resources Office with a written request to be notified of vacancies within the bargaining unit. Notification shall be sent upon posting of vacancies.

9.4 Seniority

If there are two or more bargaining unit members applying (are finalist) for the same position and their qualifications are equal, the most senior person shall be awarded the position.

9.5 Employees Not Selected

If a bargaining unit member is not selected for an open position, upon request, a meeting shall be granted with the Assistant Superintendent of Human Resources for the sole purpose of discussing his/her non-selection.

9.6 Transfers

A transfer is defined as any action which changes an employee's work location which does not involve a change in classification.

9.7 Administrative Transfer

The District retains the right to transfer employees to meet program needs. Personnel to be transferred involuntarily shall be notified of the transfer not less than five days prior to the effective date of the transfer, barring an emergency situation. An emergency is defined as a condition present in the District for which the need for the transfer of employee(s) is so immediate that notice could not be provided without delaying the work to be performed, resulting in damage to the District.

9.7.1 Such administrative transfer shall not change the employee's salary rate, anniversary date; accumulated illness leave and vacation credits or any manner reflects adversely upon his/her rights as provided by law and the Agreement.

9.8 Temporary Transfer

9.8.1 When temporary transfers are made pursuant to this Section, the employee shall be notified of the reason for the temporary transfer and the length of such temporary transfer in writing.

9.8.2 Employees who are involved in involuntary transfer shall be notified in writing of the reasons for the effective date of the transfer by the Assistant Superintendent of Human Resources.

9.8.3 Upon request, employees shall be entitled to a conference regarding the involuntary transfer with the Assistant Superintendent of Human Resources, in order to review the reasons for the involuntary transfer. If the employee objects to the involuntary transfer, a good faith effort to find an alternate solution to the problem will be made.

9.8.4 Volunteers for temporary transfers shall be sought before anyone is involuntarily transferred.

9.9 Voluntary Transfer

Employees interested in transferring to a different work site within the District may at any time file a transfer request with the Human Resources Office. As vacancies in the employee's classification arise, the District shall give first consideration to such requests.

9.9.1 A voluntary transfer shall be defined as a transfer which is initiated by the employee.

9.9.2 Any member of the bargaining unit must submit a request for transfer to another position within their current classification or a related lower classification within the filing period of the posted vacancy.

Article IX - Filling Bargaining Unit Vacancies

six (6) months from date of promotion. The District may release the employee or the employee may request release from probation and return him/her to his/her previous classification. An employee released from a promotional probationary assignment shall not be entitled to a hearing unless released for cause.

An employee who has permanent status in a position and voluntarily demotes will not be required to serve a probationary period so long as the duties in the lower position are substantially similar.

When an employee voluntarily demotes into a position requiring a probationary period and the employee does not pass probation, they shall have a mandatory right of return to their prior position.

9.11 Instructional Assistant - Transfer With Teacher

Assistants assigned to work with a teacher who is transferred may transfer with that teacher, if the instructional assistant position is open and such transfer is agreed to by the assistant and the District. When the assistant transfers, he/she maintains his/her hours.

9.12 Substitutes

The District must fill a position that is vacant and filled temporarily by a substitute employee within sixty days. The District may petition CSEA for one thirty-day extension.

9.13 Out Of Class Assignments

If the District needs to temporarily fill a position during the posting, interview and selection processes, they will make every effort to utilize qualified employees working in an out of class status rather than outside substitutes, unless doing so creates a hardship for the District/site.

ARTICLE X

EVALUATION PROCEDURES AND PERSONNEL FILES

10.1 Evaluations

Evaluations for all regular employees shall be obtained at specified intervals during the work year. The evaluations shall be reported to the Superintendent on the appropriate form.

10.1.1 The probationary period for all non-promotional employees will be twelve (12) calendar months. All non-promotional probationary employees shall be evaluated prior to the third, sixth, and ninth month of his/her probationary period. Probationary employees shall review and sign their evaluations forms before they are submitted to the Superintendent by the principal, department head or supervisor.

10.1.2 Evaluations for all permanent employees shall be submitted no later than April 30 each year. A special evaluation may be submitted at other times if it is desired by the principal or the supervisor. Permanent employees shall review and sign their evaluation forms before they are submitted to the Superintendent's office by the principal, department head, or supervisor.

10.1.3 If an employee is working in a dual capacity, such as Bus Driver/Custodian, each principal and each supervisor must complete a Classified Employee Evaluation Form.

10.1.4 A specific amount of time shall be set aside by the supervisor and the employee to discuss the evaluation and the reasons for the various ratings.

10.1.5 Employees shall be evaluated over the total year. Thus, an employee's total performance should be emphasized in the evaluation process as opposed to

Article X - Evaluation Procedures and Personnel Files

basing most of the evaluation on isolated incidents. Isolated incidents of performance, either positive or negative, should be weighed based on their significance and implications to the employee's effectiveness in his/her job and to the District educational program. Evaluation shall be based upon the direct observation and/or knowledge of the evaluator.

10.1.5.1 No evaluator shall base any comment or rating in any way upon an employee's participation in Association activities or any other exercise of protected rights.

10.1.6 An evaluation form (Appendix C) which is presently provided by the District shall be filled out on each employee.

10.1.7 When an employee's evaluation demonstrates he/she fails to meet standards or needs to improve, specific recommendations shall be made by the evaluator which will be helpful in securing improved performance of the employee. The employee shall have the right to review and to respond to any derogatory evaluation in accordance with 10.3.

10.2 Any employee who has reason to question any aspect of his/her evaluation or who is concerned about the conditions of employment or any other matter affecting employee morale, has the right to request a review by the Superintendent or his/her designee.

Article X - Evaluation Procedures and Personnel Files

10.3 Personnel Files

- 10.3.1 The personnel file of employees shall be maintained at the District Office. Materials in an employee's personnel file which may serve as a basis for affecting the status of his or her employment are to be made available to the employee.
- 10.3.2 Information of a derogatory nature, except material mentioned in Section 10.3.3 below, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any such derogatory statement his/her own comments thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary deduction.
- 10.3.3 An employee shall have the right to review his/her personnel file upon request, with the exception of material which includes ratings, reports, or records which were 1) obtained prior to the employment of the person involved, 2) prepared by identifiable examination committee members, or 3) obtained in connection with a promotional examination. It is further understood that these requests should be made at a time when such employees can be released from duty by the District without interfering with the orderly operation of the District.
- 10.3.4 All personnel files shall be kept in confidence and shall be available for inspection only when necessary in the administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons

Article X - Evaluation Procedures and Personnel Files

who have examined a personnel file as well as the date such examinations were made. The log shall be maintained in the employee's personnel file.

- 10.3.5 All materials of a derogatory nature, or which could possibly adversely affect the employee's employment shall be signed and dated by the originating person.

ARTICLE XI

LEAVES

11.1 General Provisions

- 11.1.1 Notwithstanding any other provision of this contract, the District may require, based upon reasonable suspicion of abuse, verification of the reason for an absence from scheduled duties or assigned work locations, and in the event illness is claimed, a physician's written verification may be required.
- 11.1.2 Members of the immediate family, as used in this Article, is defined as: the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, stepchild, foster child, brother, or sister of the employee, or any relative permanently living in the immediate household of the employee.
- 11.1.3 Employees shall complete and file an absence report with their supervisor the first day of duty following any absence.

11.2 Sick Leave

- 11.2.1 An employee is entitled to one (1) day of sick leave for each month of service rendered the District.
- a. For purposes of this Section, a "Day" means the employee's regularly assigned duty period; i.e., eight hours, six hours, four hours, etc.
- b. At the beginning of each fiscal year, the full amount of Sick Leave the employee is entitled to under this Section shall be credited to each

employee. Credit for Sick Leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.

- c. A probationary employee of the District shall not be eligible to take more than six days or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.

11.2.2 Sick Leave may be accumulated without limitation.

11.2.3 The District shall authorize an employee to use vacation upon exhaustion of their sick leave.

11.2.4 For employment of less than a full school year, sick leave shall be prorated.

11.2.5 Any illness extending beyond five (5) consecutive working days may require the signature of the doctor.

11.2.6 Doctor and dentist appointments scheduled during the employee's regular work day shall be deducted from sick leave.

- a. Employees shall make every effort to schedule non-emergency doctor and dental appointments outside of their regular working hours.

11.2.7 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of the illness.

11.3 No-tell Days

11.3.1 Up to three (3) days per year may be claimed as No-tell Days. (These three [3] days are included in the allocated amount of sick leave that each classified

employee receives on a yearly basis as defined in Article 11.2). These days may be claimed, without verification, at the discretion of the employee.

a. These days

- (1) Must be scheduled and pre-approved at least five (5) working days in advance;
- (2) Shall not be used for other employment.

11.4 Personal Necessity Leave

11.4.1 Employees shall be allowed up to seven (7) days of accumulated Sick Leave, which shall be deducted from such accumulated leave and which shall not be carried over from year to year.

11.4.1.1 An employee shall be entitled to use leave provided by this Section, at his/her election, in cases of personal necessity.

11.4.1.2 An employee shall be entitled to use Personal Necessity Leave for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate attention and which cannot be dealt with during off-duty hours.

11.4.1.3 Personal Necessity Leave shall not be used for any of the following:

- a. Political, recreational, or social activities;
- b. Employee Association business;
- c. Other employment;

d. Any illegal activity.

11.4.2 The employee shall request Personal Necessity Leave on the appropriate form, at least two (2) working days in advance, except in case of emergency.

11.4.3 The District reserves the right to restrict the number of employees using this leave on any given day.

11.4.4 Personal Necessity Leave may not be granted to extend a vacation period or provide additional days off immediately preceding or following a holiday.

11.5 Maternity Leave

11.5.1 An employee may utilize earned Sick Leave and Extended Sick Leave for absences necessitated by disability or illness related to pregnancy, miscarriage, childbirth, and recovery therefrom.

11.5.2 The necessity for such use of sick leave shall be verified by the employee's doctor on a form provided by the District.

11.5.3 An employee may agree in writing with the Superintendent to take maternity leave without pay.

11.6 Immediate Family Leave

Serious illness in the immediate family, which requires an employee to be absent from duty to attend to the needs of the immediate family member, shall be charged to Sick Leave under this Article. The maximum leave under this Section shall be five (5) days.

Deductions from the employee's salary shall be made in those instances where the employee does not have Sick Leave benefits available.

11.7 Bereavement

- 11.7.1 An employee is entitled to three (3) days bereavement leave for the death of any member of his/her immediate family.
- 11.7.2 Up to five (5) days is allowed if travel of three hundred (300) miles or more one way is required.
- 11.7.3 Leaves of absence for bereavement other than Immediate Family, as herein defined, (such as brother/sister-in-law) may be requested under Personal Necessity.

11.8 Jury Duty

Leave of absence without loss of pay shall be granted for:

- 11.8.1 Subpoenaed to be a witness in court in a case in which the employee is not an interested party or a voluntary witness.
- 11.8.2 In case jury duty must be served, the District will pay up to the amount of the difference between the employee's regular earnings and the amount, if any, he/she receives for jury or witness fees.
- 11.8.3 It is the employee's responsibility to report absence for witness or jury duty in the same manner as for any other absence, and to present evidence of any pay received pursuant to such leave.

11.9 Military Leave

An employee shall be entitled to any Military Leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of Military Leave.

11.10 Extended Sick Leave

Employees in the bargaining unit whose Sick Leave benefits per Section 11.2 have been exhausted and who must still be absent from duty because of illness or injury shall receive not less than fifty percent (50%) of their regular rate of pay for total period of one-hundred (100) working days. Such one-hundred (100) working day period shall commence on the first day after the exhaustion of Sick Leave benefits under Section 11.2.

11.11 Industrial Accident/Illness Leave

11.11.1 An employee suffering an injury or illness arising out and in the course and scope of employment shall be entitled to a paid leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

11.11.2 The District shall pay the employee's regular rate of pay but any amount received by the employee for Workers' Compensation shall be turned over to the District.

- 11.11.3 Industrial Accident or Illness Leave will commence on the first day off, provided such absence is ordered by a licensed physician who has examined the employee and/or the employee is receiving an award from Workers' Compensation Insurance for wages lost.
- 11.11.4 Payment for wages lost on any day shall not, when added to an award granted the employee under Workers' Compensation laws of this State, exceed the normal wage for the day.
- 11.11.5 Industrial Accident Leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- 11.11.6 Should Industrial Accident or Illness Leave exceed the amount of days granted herein, the employee shall use his entitlement to other Sick Leave, however, if the employee is receiving Workers' Compensation, he/she shall be entitled to use only so much of his/her accumulated Sick Leave, accumulated Compensatory time, Vacation, or other available leave, which when added to his/her Workers' Compensation award, provide for a full day's wage.
- 11.11.7 Periods of leave of absence, paid or unpaid, shall not be considered a break in the service of the employee.
- 11.11.8 During all paid leaves of absence, whether Industrial Accident Leave, Sick Leave, Vacation, Compensated time off, or other leave provided by law or action of the Board of Trustees, the employee shall endorse to the District wage loss benefit checks received under Workers' Compensation laws of the State of

California. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary.

- 11.11.9 The District shall restore to an employee returning to work from Industrial Accident/Illness leave his previous position. Employees with any restrictions from participation in regularly assigned duties, requesting a return to duty status, if not restored to their former position, may be assigned to another vacant position for which the employee is qualified. Once restrictions have been removed by medical release, the District shall as soon as possible, restore the employee to his/her original position.
- 11.11.10 When all available leaves of absence, paid or unpaid, have been exhausted, and the employee is not medically able to assume the duties of the position, the employee shall be placed on a re-employment list for thirty-nine (39) months.

11.12 Long-Term Health Leave, Non-Industrial

In the event a permanent employee is unable to return to work after all sick leave and vacation is exhausted due to a non-industrial illness, he/she may be placed on leave of absence for a period not to exceed six (6) months. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six (6) month periods, but not to exceed a total of eighteen (18) months.

- 11.12.1 Restrictions: An employee on long-term health leave does not accrue days of earned sick leave and vacation, nor is he/she entitled to pay for holidays or Board-granted days off.

11.12.2 Employee Status During and Following Long-Term Health Leave:

An employee may return to the duties of a position within the class to which he/she was assigned at any time that his/her attending physician certifies that he/she is fully able to assume all responsibilities of the position. At the conclusion of all leaves of absence, if the employee is still unable to assume the duties of his/her position, he/she will be placed on a re-employment list for a period of thirty-nine (39) months. The District, at its expense, may request the employee be examined by a physician of its choosing to determine if the employee is able to assume his/her duties.

11.13 General Leave

General unpaid leave of absence may be requested by an employee who has been employed on a permanent basis for at least three (3) years. Leave requests must be submitted in writing to the Human Resource Department ten (10) days prior to the requested leave date. Leave shall not be granted for a period of longer than six (6) months. Such leave will be granted without pay. An employee who is granted unpaid leave is guaranteed a position in their classification upon return. Leave shall not be unreasonably denied and will be considered consistent with the operational needs of the district.

11.14 Catastrophic Leave

When a catastrophic illness or injury incapacitates an employee or a member of his/her family for an extended period of time, fellow bargaining unit members may donate accrued vacation and sick leave credits to that employee under the specific requirement of this article.

Donations made under the catastrophic leave program shall be strictly voluntary.

11.14.1 An employee who is, or whose family members is, suffering from a catastrophic illness or injury may request donations of accrued vacation or sick leave credits under the catastrophic leave program.

11.14.2 “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

11.14.3 Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness.

11.14.4 The Superintendent or designee shall determine:

- a. That the employee is unable to work due to the employee’s or his/her family member’s catastrophic illness or injury, and
- b. That the employee has exhausted all accrued paid leave credits.

11.14.5 When the above verification and determinations are made, the Superintendent or designee may approve the transfer of accrued vacation and sick leave credits.

- 11.14.6 The Superintendent or designee shall inform bargaining unit employees of the means by which donations may be made in response to the employee's request.
- 11.14.7 Any bargaining unit employee, upon written notice to the District, may donate accrued vacation and/or sick leave credits to the requesting employee at a minimum of eight hours, and in hour increments thereafter. All transfers of eligible leave credit shall be irrevocable.
- 11.14.8 To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than 30 of their work days.

11.15 Break in Service

No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

ARTICLE XII

SAFETY

- 12.1 District Compliance: The District shall conform to and comply with all applicable health, safety, and sanitation requirements imposed by State or Federal law or regulations adopted under State or Federal law.
- 12.2 Safety Procedures: Employees are required to be safety-conscious in their own actions. Employees are required to utilize all safety equipment and follow all safety procedures specified by the District.
- 12.3 Safety Committee: A Safety Committee shall be formed composed of two members appointed by the District and two (2) members appointed by CSEA which committee shall review health, safety, sanitation, and working conditions to insure compliance with Section 12.1. One of the District-appointed members shall chair the committee. The committee shall make recommendations to the District concerning improvements in health, safety, sanitation, and working conditions.
- 12.4 Release Time: The bargaining unit members of the committee shall be allowed reasonable release time to attend Safety Committee meetings.
- 12.5 No Discrimination: No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 12.1.

ARTICLE XIII

HOLIDAYS

13.1 Holidays:

Independence Day

Labor Day

Veterans' Day

Day Before Thanksgiving

Day of Thanksgiving

Day After Thanksgiving

Christmas Eve (twelve month employees only)

Christmas Day

New Year's Day

Martin Luther King Day

Lincoln Day

Presidents' Day

Memorial Day

Personal Holiday (see 13.6 for usage details)

13.2 To receive pay for holidays, an employee must be in a duty status on the normal workday immediately preceding or succeeding the holiday.

13.3 Employees who are in a duty status in their normal work assignment on the last day preceding or the first day succeeding the Christmas recess shall be granted the holidays of

Christmas Day and New Year's Day. This shall not extend to any other holidays during the Christmas, Easter, or Summer recess.

- 13.4 Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the succeeding workday not a holiday shall be deemed to be that holiday. The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in the Article.
- 13.5 Notwithstanding the adoption of separate work schedules for the certificated and the classified services, on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.
- 13.6 One personal holiday will be granted for all classified employees with the following provision:
- a) Must be taken within the fiscal year, and not to be accumulated each year.
 - b) The employee must get prior approval, 5 days in advance, from their supervisor to be granted the personal holiday. The supervisor will notify the employee in writing within 24 hours of the request, verifying the approval or denial.
 - c) That personal holiday will not be deducted from sick leave.

ARTICLE XIV

VACATIONS

- 14.1 Full time employees shall earn vacation with pay as follows:
- 14.1.1 Less than one year's service - prorated to the time served.
 - 14.1.2 During the first two (2) years of employment - ten (10) days per year earned at the rate of five-sixths (5/6) of a day per month.
 - 14.1.3 After two (2) years of employment – fifteen (15) days per year earned at the rate of one and one-quarter (1 ¼) days per month.
 - 14.1.4 Beginning with the tenth (10th) year of employment – eighteen (18) days per year earned at the rate of one and one-half (1 ½) days per month.
 - 14.1.5 Beginning with fifteen (15) year of employment – twenty (20) days per year earned at the rate of one and two-thirds (1 2/3) days per month.
- 14.2 Other employees shall be entitled to vacations on a pro rata basis.
- 14.3 Except for Section 14.6, paid vacation shall be taken no later than September 1 following the fiscal year in which it is earned. With the approval of the District, the employee may carry over to the following fiscal year a maximum of five (5) days of earned vacation.
- 14.4 Vacation Scheduling:
- 14.4.1 Vacation requests shall be approved unless approval will limit the District's ability to carry out its legitimate business functions.

- 14.4.2 An attempt will be made to adjust vacation time to the needs of individual employees.
- 14.4.3 Beginning with June 1, employees can request vacation dates for the new school year beginning July 1 - June 30. Requests submitted prior to and on June 1 of any year will be stamped June 1 and will be considered by seniority. Vacations can also be requested at any time during the fiscal year (July 1 - June 30). These vacation requests will be approved on a first come, first serve basis.
- 14.4.3.1 Changes and requests can be accomplished by supervisor approval. Supervisors will notify employees in a timely manner of the disposition of their request. Departments will set limits as to the number of people that may be out on vacation at any one time. For site-based employees, such as custodians, whose department is off site, the supervisor will coordinate with the department prior to notification to the employee.
- 14.4.4 In the event of a conflict in vacation requests that is not resolved within the department, the District shall grant the request of the most senior employee.
- 14.4.5 Once a vacation request has been approved, the District will not cancel it except in an emergency.
- 14.4.6 If a vacation request has been denied and there is insufficient time for the employee to take their vacation prior to the end of the fiscal year, their vacation hours may be carried over, at the option of the employee, to the next fiscal year

or be compensated for the vacation time.

- 14.5 If an employee's approved vacation comes due during the period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed. The District may grant such request based on the work needs of the District at that time. Should there be insufficient time for the employee to complete his/her earned vacation, the District shall allow sufficient vacation carry-over so as to preclude any loss to the employee.
- 14.6 Interruption of Vacation: An employee shall be permitted to interrupt or terminate vacation in order to begin sick leave requiring service of a doctor, or bereavement leave without return to duty status provided the employee notifies and submits supporting information acceptable to the District substantiating such interruption or termination.
- 14.7 Upon separation, permanent employees are entitled to a lump sum payment for any earned vacation not used.

ARTICLE XV

DISCIPLINE POLICY

Personnel

Discipline

15.1 Definition

Discipline, as used in this Article, means dismissal, demotion, suspension without pay, or reduction in pay without the consent of the permanent classified employee.

15.1.1 A layoff or reduction of hours, based on lack of work or lack of funds, shall not be considered discipline.

15.1.2 This Article shall not limit the District's right to evaluate or to reprimand or to counsel whether orally or in writing. Nor shall anything in the District's evaluation procedures limit the District's right to discipline employees pursuant to this Article.

15.1.3 Progressive Discipline. In accordance with the concept of "progressive discipline," counseling and an opportunity for improvement shall typically precede discipline, as used in this Article. However, this concept shall not apply in cases involving gross misconduct or other circumstances deemed appropriate by the District.

15.2 Employee Status

15.2.1 This Article shall only be applicable to a classified employee with permanent status.

15.2.2 This Article shall not apply to a probationary classified employee. The probationary

period is an extension of the selection process. As such, a probationary employee may be terminated, at any time, at the sole discretion of the District, and without a right to hearing or any other provision of this Article.

15.3 Causes for Discipline of Permanent Employees

15.3.1 The continued employment of a permanent employee is contingent upon satisfactory performance. In addition, a permanent employee may be disciplined for just cause.

Just cause includes, by illustration and not limitation, the following:

- a. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- b. Incompetency or inefficiency in performance of the duties of his or her position.
- c. Abuse of sick leave.
- d. Neglect of duty.
- e. Insubordination. This shall include, but is not limited to, refusal or other failure to either comply with a direct order and/or to perform regular or other assigned work and/or refusal to cooperate fully.
- f. Dishonesty or theft, including deliberate destruction, damage or removal of District or another person's property.
- g. Consumption or possession of an alcoholic beverage (or an intoxicant of any kind) while on duty or in such close time proximity thereto as to cause

any detrimental effect upon the employee or upon employees associated with him or her.

- h. While on or off duty, unlawfully selling, unlawfully furnishing, unlawfully being under the influence of, or unlawfully possessing any controlled substance (as defined in Health and Safety Code Section 11007 *et seq.*).
- i. The conviction of a felony, the conviction of a misdemeanor involving moral turpitude, or the conviction of any sex offense or substance abuse offense made relevant by provisions of the Education Code. A plea of guilty, or a conviction following a plea of *nolo contendere*, is deemed to be a conviction within the meaning of this section.
- j. Absence without approved leave (see Section 9 below for special provisions).
- k. Discourteous, offensive or abusive conduct or language toward the public, a pupil, or another officer or employee of the District.
- l. Commission of an act involving moral turpitude.
- m. Knowingly providing, in a verbal or written manner, confidential employee and/or student records to an unauthorized person or persons.
- n. Misuse of District property.
- o. Violation of District, Board or departmental rule, policy or procedure. This shall include refusal to obey the District's safety rules or regulations and those made applicable to public schools by the State Board of Education or by any other appropriate state or governmental agency.

- p. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee’s classification specification or otherwise necessary for the employee to perform the duties of the position.
- q. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his or her employment.
- r. Physical or mental disability which renders the employee incapable of performing his or her essential job functions even with reasonable accommodations.
- s. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, sex or age against the public or other employees when acting in the capacity as a District employee.
- t. Unlawful retaliation against any District representative or employee, or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspended violation of any state or federal law occurring on the job or directly related thereto.

15.3.2 No discipline shall be taken for any cause which arose before the employee became permanent, or for any cause which arose more than two (2) years before the date of the filing of the notice of cause unless such cause was concealed or not disclosed by

the employee when it could be reasonably assumed that the employee would have disclosed the facts to the District. Such prior cause(s), however, may be utilized in determining the appropriate level of discipline for a current cause for discipline.

15.4 Procedure for Imposing Discipline on an Employee

15.4.1 Notice to Employee of Tentative Recommendation of Discipline

Prior to the imposition of discipline and prior to an informal conference (Skelly Hearing), the District shall give notice to the employee of the tentative recommendation of discipline. This written tentative recommendation of discipline shall be deemed sufficient if it is:

- personally delivered;
- actually received by the employee; or
- sent to the employee by certified mail, return receipt requested, at the employee's last known address.

15.4.2 Investigation

All employees covered by this Article have a duty to cooperate with the Superintendent or his designee who is conducting an investigation to discipline an employee under this Article.

15.4.3 Contents of Tentative Recommendation of Discipline

The contents of the written recommendation shall include, but need not be limited to, the following:

- A statement, in ordinary and concise language, of the specific acts and

omissions upon which the discipline is based;

- A statement of the cause, or causes, for the potential discipline;
- If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
- A statement of the discipline proposed, including beginning and ending date(s), if appropriate;
- A statement advising the employee of the right to respond to the tentative recommendation orally or in writing to the appointing power during the informal conference;
- A statement that the employee may waive the informal conference and file a request for a formal hearing before the Governing Board directly with the Superintendent or his or her designee within five (5) days after receipt of the tentative recommendation of discipline by the employee or within ten (10) days of mailing tentative recommendation by certified mail, whichever is less;
- A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges;
- A statement that after the informal conference the employee may file a request for a formal hearing before the Governing Board directly with the Superintendent or his or her designee within five (5) days after receipt of a Notice of Disciplinary Action or within ten (10) days of mailing Notice by certified mail, whichever is less; and

- A statement that if the employee does not respond pursuant to above, the District will impose discipline on the employee, and the employee waives all rights to appeal or request any hearing.

15.4.4 Informal Conference (Skelly Hearing).

- a. All employees shall have the right to an informal conference with the Superintendent or his or her designee, who shall have the authority to confirm, rescind or modify the proposed discipline.
- b. All employees shall also have the right to a representative of his or her choice at the informal conference.
- c. If, after the informal conference, the Superintendent or his or her designee determines that the employee should be subject to discipline, the employee shall be served with a Notice of Disciplinary Action.

15.5 Employment Status Pending Formal Hearing

15.5.1 Except as set forth in paragraph 15.5.2 below, an employee who requests a formal hearing regarding a tentative recommendation of discipline or a Notice of Disciplinary Action shall remain on active duty status and shall remain responsible for fulfilling the duties of his or her position pending the hearing. Active duty may, at the District's discretion, include a special or changed assignment.

15.5.2 After compliance with the procedure outlined above (Sections 15.1-15.4), if the District recommends dismissal, the employee may be suspended (with or without pay) pending a hearing.

15.6 Representation

The employee may request the presence of a representative at any meeting scheduled by an administrator where the subject of investigative questioning may lead to discipline.

15.7 Formal Hearing Before the Governing Board

15.7.1 If the employee served with a Notice of Disciplinary Action files a timely request for hearing, the Governing Board may conduct such hearing itself or may appoint a designee to conduct such a hearing.

- Such designee may include, but is not limited to, a hearing officer (e.g. an Administrative Law Judge obtained through the Office of Administrative Hearing).
- Any decisions rendered by such a designee shall be advisory to the Board.

15.7.2 If an employee requests a formal hearing and subsequently fails to appear at the hearing, the employee shall be deemed to have waived any right to participate or be represented at the hearing. In which case, action may be taken without further notice to the employee, based upon tentative recommendation for discipline and Notice of Disciplinary Action prepared by the Superintendent or his or her designee, and previously served upon the employee.

15.7.3 The hearing shall be conducted in closed session unless the employee requests a public hearing. The Board or its designee may deliberate in the absence of the employee and the District administration.

15.7.4 At such hearing, the employee shall be entitled to appear personally, to be represented by a person of his or her choice, to introduce relevant evidence on his or

her behalf, to cross-examine witnesses and to challenge evidence presented by the District.

- 15.7.5 The Governing Board’s determination as to the level of discipline shall be conclusive. All decisions rendered by the Board are final.

15.8 General Provisions

15.8.1 Suspension pursuant to this Article shall not reduce or deprive the employee of either seniority or entitlement to the required District contribution for health benefits.

15.8.2 Nothing in this Article shall limit the District’s right to institute dismissal and/or immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code. Further, discipline under this Article shall not be regarded as a precondition of any proceedings under the California Education Code.

15.8.3 An employee may settle with the District at any time. The terms of such a settlement shall be reduced to writing. An employee offered a disciplinary settlement by the District shall, if requested, be granted a reasonable amount of time to have the proposed settlement reviewed by his or her chosen representative prior to signing it.

15.8.4 All proceedings involving pending discipline shall be kept as confidential.

15.9 Absence Without Leave (Job Abandonment)

15.9.1 Automatic Resignation

Absence without approved leave (without notification to the District) for more than five (5) consecutive workdays is considered an automatic resignation as of the last day on which the employee actually rendered service. Any absences without approved

leave, for five (5) days or less, may still subject the employee to discipline up to and including termination.

15.9.2 Notice

The District shall serve notice of the automatic resignation on the employee. Such notice shall be served, by certified mail or personal service, at the employee's last known address.

15.9.3 Reinstatement

An employee may apply for reinstatement to his or her position under the following conditions:

- The employee must seek reinstatement, in writing, within fifteen (15) calendar days of receipt of the notice of automatic resignation. The employee will only be considered for reinstatement if he or she makes a reasonable explanation of his or her absence which is acceptable to the District.
- If the employee does not receive the notice of automatic resignation, the employee must seek reinstatement within thirty (30) calendar days of the date on which he or she rendered service. The employee will only be considered for reinstatement if he or she makes an explanation of his or her absence which is acceptable to the District.
- If the employee makes an explanation of his or her absence which is acceptable to the District, the employee must be able to return to the full range of his or her duties on the date on which he or she seeks reinstatement, OR must have prior approval of a continued leave of absence from the Superintendent or his or her

designee.

- The employee who is reinstated shall not be compensated for the period of his or her absence or separation and shall not accrue seniority or entitlement to any other benefit for his or her period of absence or separation.

ARTICLE XVI

LAYOFF PROCEDURES

16.1

- 16.1.1 A layoff, for the purpose of this Article, shall be an involuntary separation from active service of a permanent classified employee for lack of work or lack of funds.
- a. In the event of a proposed reduction in hours/work year for lack of work or lack of funds, the District and the Association shall meet and negotiate, upon request of either party, the decision and the effects of the reduction of hours/work year.
- 16.1.2 Layoffs shall be made on a District-wide basis, in inverse order of seniority within classification.
- 16.1.3 Seniority shall be based upon an employee's hire date in either probationary or permanent status.
- a. Seniority shall be earned (credited) in classification, plus higher classes in which the employee has served.
- b. If two (2) or more employees subject to layoff have equal seniority, the determination of which is to be laid off first shall be made by lot.

Article XVI - Layoff Procedures

c. Bus Driver - to establish seniority for drivers hired on the same day, the original date of school bus driver certification will be used. It is the responsibility of the driver to provide proof of certification.

- 16.1.4 An employee laid off in one classification who previously had status in an equal or lower classification may bump into that classification provided his/her seniority is greater than the least-senior employee in that equal or lower classification.
- 16.1.5 An employee displaced as a result of being bumped shall have the same bumping rights as stated in paragraph 16.1.4 above and such other rights as granted in this Article.
- 16.1.6 An employee who elects separation in lieu of either bumping or assignment into a lower classification shall maintain his/her re-employment rights as defined under this Article.
- 16.1.7 Before a layoff occurs, the District shall develop a seniority list which shall be made available to the employee organizations.
- 16.1.8 The District shall notify the Association prior to any planned layoff and the District and Association agree to meet and negotiate the effects of any layoffs to unit members in accord with the provisions of Chapter 16.7, Section 3540-49 of the Government code of the State of California.

16.2

- 16.2.1 After the Board has determined that there is a lack of work or a lack of funds and has made the decision to lay off employees, the District will issue notices of layoff to the employees affected.
- 16.2.2 Employees to be laid off shall be notified by personal service and/or certified or registered mail sent to the most recent address provided to the District by the employee.
- 16.2.3 The notice shall be personally served and/or deposited in the U.S. Mail (certified or registered) no less than sixty (60) calendar days prior to the effective date of layoff. Copies of notices shall be made available to the Association (Chapter President).
- 16.2.4 The notice shall contain the effective date of layoff, and a copy of this Article.

16.3

- 16.3.1 Employees who have been laid off shall be placed on a re-employment list for a period of thirty-nine (39) months. An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff or to remain in his or her present position rather than be reclassified or reassigned, shall be granted the same rights as person(s) laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months, provided that the same test of fitness under which the employee qualified for appointment to the class still apply.

Article XVI - Layoff Procedures

- 16.3.2 Offers of re-employment shall be made in reverse order of layoff, within classification, as vacancies occur.
- 16.3.3 An employee bumping into an equal or lower classification in lieu of layoff shall be offered, by seniority, reinstatement to his/her former classification, for a period of not less than thirty-nine (39) months, as vacancies become available.
- 16.3.4 Individuals on a re-employment list shall have ten (10) days to respond to a verbal offer of re-employment which, if declined, will be followed by a written verification of the declination, or ten (10) days to respond to a written offer sent by certified/registered mail, beginning with the day it is deposited in the U.S. Mail to the most recent address supplied to the District by the employee.
- 16.3.5 Failure to respond following the delivery/or first notice of certified mailing of the re-employment notice constitutes a refusal. A refusal of employment will cause the District to offer the position to the next individual on the re-employment list.
- a. Except that failure to respond to an offer upon first becoming eligible shall not cause the employee's name to be skipped, provided the employee has previously notified the District in writing of his/her temporary unavailability to accept an offer of re-employment. The period of unavailability shall be limited to one occurrence and shall be for a period not to exceed thirty (30) calendar days.
- 16.3.6 A permanent employee who is laid off and is subsequently re-employed shall retain that seniority earned prior to the effective date of the layoff.

16.4

- 16.4.1 Sick leave earned and unused at the time of separation from employment shall be restored upon re-employment.
- 16.4.2 Sick leave credit earned at one rate while in an employed status and unused at the time the hours in paid status are reduced, shall not be reduced because the employee subsequently is assigned fewer hours.
- 16.4.3 Employees laid off while on paid leave shall retain their employee benefits until the effective date of layoff.
- 16.4.4 Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant.
- 16.4.5 For computation of credit toward longevity pay rate and additional vacation, time separated and on a re-employment list shall not be counted. However, credit for these purposes earned prior to separation will be restored upon re-employment.

16.5

- 16.5.1 When a vacancy occurs and there are no employees on the reemployment list for that particular classification, a laid off employee from another classification, in which the employee meets the minimum qualifications (as determined by the District) in the Notice of the Job Position, shall be given preference over outside candidates.

Article XVI - Layoff Procedures

- a. A permanent or probationary employee who is to be laid off, shall be offered any temporary (substitute or short-term) position available at that time for which the employee is qualified (as determined by the District). Reemployment rights shall not be affected.
- b. A permanent or probationary employee who is on the reemployment list will be given first consideration, before non-bargaining unit employees, for any substitute or short-term position available for which they are qualified (as determined by the District). The District and the Association agree that the employee shall be responsible to apply for substitute positions.

ARTICLE XVII

CLASSIFICATION AND RECLASSIFICATION

17.1 Classification:

Each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, months per year, a specific statement of duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.

17.2 Reclassification:

Moving an employee to a classification from their original placement. This is done to meet either new job assignments outside of their original classification, or to meet the evolving change in the original job classification.

17.3 Reclassification Requirements:

An employee, the supervisor of an employee, the District, or the Association may petition for a reclassification. Reclassification of any employee shall be negotiated and subject to mutual written agreement between the District and the Association.

17.4 Reclassification Procedure:

When requesting reclassification a "Petition for Re-Classification" form must be submitted to the Human Resources Department between November 1st and January 31st of each year. After reviewing the petition for reclassification the CSEA/NUSD negotiation team will forward recommendations to the Superintendent or designee by March 31. The recommendation findings will be forwarded to the petitioner by April 15.

17.5 Components and Provision of Recommendation:

The District and the Association will evaluate the petition by considering the following:

- a. The level and nature of the duties and responsibilities the employee is regularly required to perform which are not covered by his/her job description.
- b. How the employee came to be assigned duties and responsibilities not covered by his/her job description.
- c. Comparison of the employee's current job description duties and the proposed job description duties.
- d. Information provided by the employee and the employee's supervisor.

17.6 Reclassification Appeal:

If the petition for reclassification is denied, the submitting party may ask in writing for a review. Requests for review will be forwarded to a review committee. The request for review must be submitted by May 15.

17.7 Review Committee:

The review committee shall consist of no less than 3 members selected from the CSEA/District negotiating team. The committee shall conduct a reclassification review which may include:

- a. Interview with the individuals, their supervisors, and persons serving in similar positions.
- b. Review of individual job description petition and petitions prepared by individuals serving in similar positions.
- c. A job audit.

Findings from the review committee shall be forwarded to the Superintendent or designee in writing. The Superintendent or designee is responsible for written notification to all involved parties the findings of the review committee.

17.8 Recommendation:

When a petition has been recommended for reclassification it shall be forwarded to the Superintendent for presentation to the Board. The final decision on any reclassification shall rest with the Board. The Superintendent or designee is responsible to notify the employee in writing of the board action.

17.9 Effective Date:

The effective date of any reclassification decision by the Board shall be no later than the start of the next fiscal year (July 1). The Board has the discretion to determine that the effective date of a reclassification decision can be earlier if they so determine.

17.10 Reclassification Increase In Pay:

Bargaining unit members reclassified to a higher classification will be placed on a step that shall give them at least a three percent (3%) increase over their former step.

ARTICLE XVIII

GRIEVANCE PROCEDURE

- 18.1 Definitions: For the purpose of this Agreement, the term "grievance" shall be defined as an alleged violation of the expressed written terms of this contract.
- 18.1.1 An individual employee may file a grievance.
- 18.1.2 By mutual agreement between the grievants and the District, two (2) or more similar/identical grievances may be combined into a single group grievance for purposes of processing.
- 18.1.3 The Association may file grievances.
- 18.2 Procedure: Step I - The grievance must be filed at Level I within twenty (20) working days after occurrence of the events of circumstances which caused the grievance unless the grievant did not reasonably know of the above events or circumstances prior to the expiration of the twenty (20) working days. If a grievant believes that cause exists for a grievance, he/she shall contact the immediate supervisor alone, or with, his/her representative, in an attempt to settle the matter. If, after discussion with the immediate supervisor, the grievant and/or the representative do not believe the grievance has been properly adjusted, and wishes to pursue the matter, the grievance shall be reduced to writing. The grievance statement shall include the following:
- 18.2.1 A statement of the grievance clearly indicating the question raised by the grievance, the facts upon which it is based and the article of the agreement violated.

18.2.2 The remedy or correction requested of the District. The grievance statement shall be signed by the grievant. The date and time of presentation shall be affixed thereto and signed as received by the immediate supervisor. The immediate supervisor shall give his/her written answer to the grievant within ten (10) working days from the time the grievance is received. The supervisor's answer shall include the following:

18.2.2.1 A statement of the Supervisor's position and the facts upon which it is based.

18.2.2.2 The remedy or correction offered, if any.

18.3 Step II - If the grievance is not settled satisfactorily at Step I, it may be appealed to the Superintendent within ten (10) working days of the receipt of Step I answer. The request shall include a copy of the grievance, the decisions rendered, and a clear, concise statement of the reason for the appeal. Within ten (10) working days of receipt of the appeal from Step I, the Superintendent or his designee shall schedule a meeting. CSEA or the District may request that other representatives participate in the meeting. Either party may request that other employees be called as witnesses whose testimony is relevant to the grievance. A written disposition of the grievance shall be given by the Superintendent to the CSEA Representative if involved and the grievant within ten (10) working days following the conference.

18.4 Step III – If the Step II grievance answer is not satisfactory, the Grievant or the Association may proceed to mediation. The Grievant or the Association shall serve the District with a written mediation notice within ten (10) days following service of the Step II grievance answer. Upon receipt of the mediation notice, the parties (Grievant or Association, the District) shall request that the State Mediation and Conciliation Service appoint a mediator to assist in the resolution of the grievance. It is the parties' understanding that such mediators are provided at no cost to the parties, however, if costs of the services of the mediator are charged (including but not limited to per diem expenses, travel and subsistence expenses), such costs will be borne equally by the District and Association.

18.4.1 Mediation shall be limited to one (1) day in duration. Upon mutual agreement of the parties, however, the duration of any mediation session may be extended beyond one (1) day.

18.4.2 If the grievance is not resolved through mediation in Step III, the Association may, within ten (10) days after the conclusion of the mediation, state in writing that the grievance be submitted to Step IV.

18.5 Step IV - If the third step grievance answer is not satisfactory, the grievance may be appealed to the Governing Board by notifying the Superintendent, in writing, within ten (10) days after receipt of the Step II answer. The request shall include a copy of the grievance, the decisions rendered, and a clear, concise statement of the reason for the appeal. At the first regularly scheduled Board meeting following submission of the written appeal, the grievance may be presented to the Governing Board in, at the grievant' s option, either

Article XVIII - Grievance Procedure

closed or public session, provided the written appeal has been made at least ten (10) working days prior to the meeting.

- 18.6 Each party shall be provided a full opportunity to present its case. The grievance hearing need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence upon which responsible parties are accustomed to in the conduct of serious affairs. However, no decision shall be based solely upon hearsay evidence. Within ten (10) workdays following the hearing the Board shall issue a written decision including findings of fact and interpretation of the Agreement leading to its decision.
- 18.7 The Board's decision will be the final step of the grievance process.
- 18.8 If the answer is not forthcoming within the time limits established in the grievance procedure, the moving party may process the grievance to the next higher step of the grievance procedure. However, by mutual agreement, the grievant and applicable representatives of the parties may extend the time limit for a grievance for a specified period. If no answer to a grievance is forthcoming from the District within the appropriate time limits and no mutual agreement to extend the time limit in writing has been made, then the grievance will automatically proceed to the next higher step.
- 18.9 The CSEA President and the CSEA Representative shall have the authority to settle grievances on behalf of and with the consent of the aggrieved party (ies).

Article XVIII - Grievance Procedure

- 18.10 The aggrieved party shall be entitled to reasonable release time to process a grievance during normal working hours.
- 18.11 An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. The exclusive representative shall be provided copies of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance the exclusive representative shall be provided with a copy of the proposed decision for review. Any disagreement between the parties on whether or not the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure commencing at Step II. CSEA shall not be liable for any costs incurred by any employee who elects to represent himself/herself in the grievance procedure. Any employee who elects to represent himself/herself in the grievance procedure shall be liable for any cost incurred.

ARTICLE XIX

SALARIES

19.1 For the 2013-2014 school year:

- a. For the 2013-2014 year, a one-time, off-schedule payment of 1.5% based on the annual base salary (calculated as of June 30, 2014) will be paid to all classified employees in paid status as of May 30, 2014 and 2013-2014 CSEA #745 retirees. The payment will be made at the end of September 2014.

19.2 For the 2014-2015 school year:

- a. For the 2014-2015 year, 6.00% will be added to the Classified Salary Schedule.
- b. For the 2014-2015 year, a one-time, off-schedule payment of 1.5% based on the annual base salary will be paid to all classified employees in paid status as of October 1, 2014. The payment will be made at the end of October 2014.

19.2.1 All hourly employees will be paid on an annualized basis. In an annualized pay system the employee's expected work year (number of days and regular hours) are calculated for the year. Paid holidays and paid vacation days are added to the expected work year total above. This new total is divided by the number of pay checks the employee will get (usually 10, 11, or 12 checks). This will determine how much the employee's check will be. Each check will be the same amount every month unless they were docked pay or worked extra hours. If they were docked pay or worked extra hours, their check would be adjusted the following month. An advantage of annualized pay is that the employee can plan on how much their check will be every month. Their check will not change because there were fewer workdays in the pay period or school was closed for two weeks around Christmas.

19.2.2 Underpayment

Whenever it is determined that an error has been made in the calculation or reporting of any classified employee's payroll or in the payment of any classified

employee's salary resulting in an underpayment, the appointing authority shall within five (5) working days following such determination provide the employee with a statement in writing of the correction and payment drawn against any available funds.

19.2.3 Overpayment

Whenever it is determined that an error has been made in the calculation or reporting in any classified employee's payroll or in the payment of any classified employee's salary resulting in an overpayment, the appointing authority shall within five (5) working days following such determination, notify the employee in writing, the nature of the overpayment, the amount, and repayment options available. If an employee recognizes an error in their pay check they should notify the payroll department.

19.2.4 If excess monies are paid or advanced to an employee, or monies are owed to the District for any reason, the employee is liable and responsible for repayment of the monies owed in the manner prescribed below:

19.2.4.1 The District shall notify the employee in writing of the amount and nature of the overpayment and repayment options available. The employee may agree to a repayment plan as outlined in the notification letter, by initialing said plan, signing the original letter, and returning the letter to the payroll department. This notification shall be given to the employee not less than thirty (30) days prior to the potential deduction of the amount owed from the employee's pay check. CSEA shall receive notification at the same time the employee is notified of the need for repayment. The repayment plan options will consist of:

- a) The employee agrees to pay the debt owed in full by deducting the agreed amount from the next regular pay check.

- b) An employee can repay at a rate larger than 5% of their net pay check.
- c) Repayment to begin from the next regular pay check by deducting an amount equal to five percent (5%) of the employee's net pay check until the debt is paid in full.
- d) In cases of hardship to the employee, the employee may request a meeting to discuss other options that may be available.

- 19.2.5 If an employee fails to respond to the notification letter, the Director of Financial Services or designee shall notify CSEA and a meeting of the parties will be arranged to resolve the issue.
- 19.2.6 If the employee disputes the debt, information regarding the dispute shall be submitted in writing within ten (10) working days of notification to the Director of Financial Services or designee for consideration. The Director or designee shall in turn make a determination regarding the dispute within ten (10) working days of receipt of the employee's written notice of dispute.
- 19.2.7 If the employee disputes the findings of the Director of Financial Services or the designee, the District shall notify CSEA and a meeting of the parties shall be set to negotiate the dispute. The employee may bring representation to the meeting.
- 19.2.8 Should the negotiation of the dispute end without mutual agreement between the District and the employee, in no event, shall the District proceed with deduction of funds from the employee's pay check until it is agreed to by the employee, or ordered by the court and/or law enforcement agency.
- 19.2.9 The District shall be limited by the applicable California statutes as to the time period for recovery of debts owed by employees.
- 19.2.10 In all cases, neither the District nor the employee shall be precluded from pursuing legally constituted methods for resolution of a dispute regarding the debt.

19.3 The District agrees that when any other collective bargaining unit receives an increase in compensation or benefits which exceed that granted to CSEA, the District will grant the same percentage of additional increases to CSEA. This compensation is defined as the total amount of new, ongoing expended for that bargaining unit. Exceptions are any revenue sources mandated by the State or Federal government exclusively for certificated staff.

19.4 Working Out Of Class

An employee who works out of class shall be paid at their regular step and range unless they are working out of class in a higher class and then they will be paid at their regular step in the higher range classification.

19.5 Member Travel

Members who may be required to use their own auto in performance of their duties shall be reimbursed at a rate in accordance with the Internal Revenue Service (IRS) mileage reimbursement rate. Reimbursement for mileage will be for miles actually driven and must be approved in advance by the member's administrator or designee.

19.6 Interpreting and Translations

19.6.1 Effective July 1, 2005, eligible employees designated at each site *(maximum of 17 district wide) shall receive a bilingual/ biliterate stipend which shall be 2% of the employee base pay for employees using bilingual skills. Positions designated as Bilingual Instructional Aide or classifications designated by the job description as bilingual shall not be eligible.

- 19.6.2 Employees will be designated and submitted to the human resources department each year by the site administrator before August 30th. A list of the designated employees will be made available to the CSEA President no later than September 30th of each school year.
- 19.6.3 If more than one designee per site is needed, a request will be brought to a CSEA – NUSD bargaining meeting for approval.
- 19.6.4 When an employee is needed to interpret at meetings or translate materials which are not part of their job duties, they will be required to pass a proficiency test administered by the District. Upon approval, the employee shall be compensated at an hourly rate of twenty dollars (\$20) per hour. These services should not interfere with the employees' work hours or job duties.

ARTICLE XX

SEVERABILITY

- 20.1 If during the life of this Agreement there exists any applicable law, rule, regulation, or order issued by governmental authority which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect so long as such law, rule, regulation, or order shall remain in effect.
- 20.2 Such invalidation of a part or portion of this Agreement shall not invalidate any other remaining portions which shall continue in full force and effect.
- 20.3 In the event of invalidation of a part or portion of this Agreement the parties shall, upon mutual agreement, meet and negotiate a replacement.

ARTICLE XXI

TRANSPORTATION

21.1 Overnight Field Trips

Drivers will be reimbursed for actual and necessary expenses incurred on authorized field trips. Separate lodging will be provided for the driver.

21.2 Driver Seniority

To establish seniority for drivers hired on the same day, the original date of school bus driver certification will be used. It is the responsibility of the driver to provide proof of certification.

21.3 Overtime Field Trips Opportunities Rotation Assignment

- A. Overtime opportunities are for those employees whose sole job duty is driving a school bus.
- B. A seniority list of bus drivers eligible for overtime opportunities will be created on the first and last day of each traditional school year.
- C. Overtime field trip opportunities will be posted within 3 working days of receipt of the request. Traditional school year overtime field trip opportunities shall not be posted prior to the beginning of the traditional school year.
- D. Descriptions of overtime field trip opportunities will be posted for sign up for five (5) working days. Bus drivers wanting to do the posted trip must sign up before the deadline.

- E. A bus driver will be assigned the trip if their name is at the top of the rotation list and they have signed up for the trip.
- F. The bus driver will move to the bottom of the rotation list once he/she completes the overtime field trip.
- G. A bus driver will move to the bottom of the list if he/she refuses the trip or does not sign up for the trip for which they were qualified when his/her name was on top of the list.
- H. If the bus driver is absent during the posting period or he/she is not qualified for the trip, his/her name will not be rotated to the bottom of the list. The bus drivers' name will remain at the top of the rotation list until he/she returns to work or until there is a trip for which they are qualified.
 - 1. A bus driver will rotate to the bottom of the list if they perform a weekend overtime non-driving assignment. (i.e. training, washing buses.)
 - 2. Bus drivers' rotation status will not be affected if management request he/she to work a last minute (within a 24-hour period) overtime field trip. The bus driver rotation status will not be affected if they refuse to do the last minute overtime field trip.
 - 3. A trip which is posted for less than five (5) days will not affect the overtime rotation list.

21.4 Qualifications for Overtime Field Trip Opportunities

- A. Drivers will be assigned only to those trips for which their qualifications have been verified.

- B. Proficiency trips will be required annually, for out of town trips, unless a like trip was successfully driven in the previous school year.
- C. Special qualifications may be required for certain extra trips, such as mountains, snow, long distance or city driving, such as a trip to San Francisco.
- D. Training and proficiency will be verified by the Driver Trainer and/or Director of Transportation. Proficiency and special training trips will be available at various times throughout the year. These dates will be published prior to the start of the school year (July 1) and updated as required.

21.5 Split Shift for Weekend Trips

- A. Bus drivers will be paid a minimum of four (4) hours per shift.
- B. The Director of Transportation or designee will determine whether or not to split the shift and will use the following criteria:
 - 1. The trip must take at least 9 or more hours.
 - 2. The customer approves the split shift.
 - 3. The split shift shall be cost effective.

ARTICLE XXII

EARLY RETIREMENT PLAN

- 22.1 The conditions of eligibility and benefits to full-time employees are as follows:
1. Participation shall be at the option of the employee.
 2. After starting Early Retirement, any employment with District shall be limited to day-to-day substitute work.
 3. The employee must have reached his/her 55 birthday prior to July 1 of the year he/she elects to retire early.
 4. The employee must have rendered a total of ten (10) years of paid service to the District immediately prior to retirement.
 5. The Superintendent may consider extenuating circumstances.
 6. The employee must submit his/her letter of intent for early retirement to the Human Resources Department no less than ninety (90) days prior to the employee's early retirement date.
 7. Verification must be established by the District that the employee has filed his/her application for regular retirement benefit not a disability allowance with the Public Employee's Retirement System.
 8. The District will pay for the premium costs for employee benefit coverage for the retiree, not to exceed the total dollar amount allotted for employee benefit coverage to full-time employees in service with the District during the period of his/her participation in this program.

Article XXII Early Retirement Plan

9. The period of employee benefit coverage shall not exceed ten (10) years and shall terminate the month following the employee's 65th birthday.
10. The employee must be a member of a benefit plan and must also have been a member of that benefit plan for the time specified in the plan to qualify for benefits as a retired employee of the District.
11. Any retiree whose employment or eligibility status violates the provisions specified in this article shall be automatically disqualified from receiving further benefits under this program.
12. The parties will abide by whatever rules and regulations are specified by the insurance carriers/administrators.

22.1 This article shall become effective 1/1/99.

ARTICLE XXIII

PROFESSIONAL GROWTH

- 23.1 The Classified Employees' Professional Growth Program is designed to encourage classified employees to enhance their skills, to prepare for jobs in a changing workplace and to demonstrate the Board and Administration's commitment to education and the professional growth of all employees.
- 23.2 All classified employees within the District are eligible to participate.
- 23.3 All Professional Growth credits/units must have prior approval of the Assistant Superintendent of Human Resources. The employee shall complete the Professional Growth Approval Form available in Human Resources.
- 23.4 Professional Growth credits/units shall be directly related to the employee's duties defined by:
- Present job description.
 - Job description of an appropriate promotional position within the Natomas Unified School District.
 - The development of personal awareness of human and social factors useful in the employee's area of responsibility.
- 23.5 All Professional Growth credits/units to be compensated must be earned during hours the employee is not in paid status for the District. Compensation will not be granted for hours or credits/units earned whenever the District covers the cost of attending the workshop/class.

Article XXIII - Professional Growth

Applicable credits/units may be earned by the successful completion of the following:

- Courses taken at an accredited community college or four-year college or university.
- Courses taken through the County Office of Education.
- Adult education courses, continuing education courses, vocational courses, or other courses offered by District-approved educational agencies.
- On-line courses.
- Other.

23.6 Professional Growth credits/units will be awarded on a basis of fifteen clock hours per credit/unit. Activities of less than fifteen hours may be accumulated within a 3 year period and added together to equal a unit.

23.7 Verification of credits/units earned for Professional Growth shall be submitted to the Human Resources Department. To be granted credit, a grade of "C" or better is required for graded classes. A "pass" is required in "pass/fail" graded classes. A certificate of completion is required for all other hours earned.

23.8 Upon satisfactory completion of the above, the employee will be compensated a one-time stipend of \$50.00 per credit/unit (15 hours) earned. The employee will be allowed to receive compensation of up to \$300.00 per year (six credits/units).

Article XXIII - Professional Growth

23.9 The District's annual contribution to the Classified Employees Professional Growth Program will be \$3,000, to be distributed to qualifying employees on a first-come, first-serve basis. All final completion forms and certifications are to be submitted by May 30th for that current fiscal year allocation.

ARTICLE XXIV
ENTIRE AGREEMENT

- 24.1 This agreement constitutes the sole and entire existing agreement in respect to all conditions of employment, which shall prevail during the term of this agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. All matters or subjects not covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.
- 24.2 This contract is subject to alteration only by a written agreement between the Association and the District. The waiver of any breach, term, or condition of the agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The District shall deal with all matters not expressly covered by this contract through the exercise of its management rights.
- 24.3 The District retains the right to make, modify, and enforce reasonable rules and procedures not inconsistent with this Agreement.
- 24.4 Items within this Agreement requiring clarification may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

24.5 Any and all matters not expressly covered by this contract which fall within the scope of representation as defined by the Government Code, shall be subject to negotiations between the Association and the District.

ARTICLE XXV

RATIFICATION

This contract shall be effective July 1, 2014 and shall continue in effect until June 30, 2017.

This is a three-year (2014-2015, 2015-2016, 2016-2017) Contract.

In addition:

The parties agree to end negotiations for the 2014-2015 and 2015-2016 negotiations year.


The parties agree to the following re-openers for the 2016-2017 contract year. Each party may open:

- Article VII-Health and Welfare Benefits
- Article XIX-Salaries
- and two (2) other Articles

In Witness:


Natomas Unified School District

Dated: 10/24/14

By: 

CSEA Natomas Chapter #745

Dated: 10/25/14

By: 

ARTICLE XXVI

COMMUNITY SUPPORT

26.1 Consistent with California Education Code Sections 35021 and 51100 (b), the District and the Association recognize that involvement of the community is an essential aspect of a quality school district. The District reserves the right to enable community members, students and parents to support the educational program and environment for students, as long as the work performed does not displace a bargaining unit member nor allow the District to use volunteers in lieu of normal employee requirements.

**NATOMAS UNIFIED SCHOOL DISTRICT
Classified Job Titles**

<u>Range</u>	<u>Job Title</u>	<u>Range</u>	<u>Job Title</u>	<u>Range</u>	<u>Job Title</u>
24	Accountant	13	English Learner Testing Specialist-Bilingual	17	Maintenance Specialist II
22	Accounting Specialist	22	Facilities and Planning Technician I	19	Maintenance Specialist III, Electrician
16	Accounting Technician I	6	Food Services Assistant I	19	Maintenance Specialist III, HVAC
18	Accounting Technician II	8	Food Services Assistant II	19	Maintenance Specialist III, Master Carpenter
20	Accounting Technician III, Mandated Costs	10	Food Services Assistant III	19	Maintenance Specialist III, Plumber
20	Accounting Technician III, Student Body Accounting	11	Food Services Driver	18	Mechanic
21	Administrative Assistant (Classified)	14	Food Services Team Leader	9	Office Specialist I
19	Administrative Secretary	10	Grounds Specialist I	11	Office Specialist II
18	Attendance Liaison	13	Grounds Specialist II	13	Office Specialist III
12	Attendance Technician	15	Grounds Specialist III	17	Payroll Technician
17	Benefits Technician	17	Grounds Team Leader	5	Playground Assistant
14	Bookkeeper	10	Health Services Assistant I	30	Project Manager
9	Bus Attendent	11	Health Services Assistant II	23	Purchasing/Warehouse Coordinator
13	Bus Driver	17	Human Resource Technician I	23	Registered Nurse
15	Bus Driver Instructor	18	Human Resource Technician II	16	Registrar
14	Bus Pass Technician/Bus Driver	18	Human Resource Technician II, Live Scan Operations	6	Reprographics Assistant I
8	Campus Safety Specialist I	14	Information Technology Specialist I	9	Reprographics Assistant II
10	Campus Safety Specialist II	16	Information Technology Specialist II	12	School Secretary I
14	Campus Safety Specialist III	19	Information Technology Specialist III	14	School Secretary II
15	Career Technician	22	Information Technology Specialist IV	17	School Secretary III
11	Child Associate	13	Instructional Assistant/English Learner	30	Senior Systems Engineer
5	Child Care Attendant	8	Instructional Assistant I	20	Speech-Language Pathology Assistant
12	Child Development Assistant	11	Instructional Assistant II/Special Education	9	Student Assistant
13	Child Development Assistant - Bilingual	14	Instructional Assistant III/Special Education	24	Student Information System Specialist
13	Custodial Team Leader I	18	Interpreter I - Sign Language	26	Systems Engineer
14	Custodial Team Leader II	20	Interpreter/Translator - Spanish	14	Testing Coordinator
10	Custodian	20	Lead Mechanic	15	Trip Coordinator/Bus Driver
26	Database Specialist	13	Library Media Technician I	12	Warehouse Specialist I
15	Dispatcher/Bus Driver	15	Library Media Technician II	14	Warehousing/Distribution Specialist II
11	District Receptionist	17	Licensed Vocational Nurse	16	Workability Job Developer
15	English Learner Program Technician	13	Maintenance/Bus Driver	23	Workers' Compensation and Wellness Coordinator
12	English Learner Testing Specialist	13	Maintenance Specialist I		

NATOMAS UNIFIED SCHOOL DISTRICT
CLASSIFIED/ CONFIDENTIAL PERSONNEL EVALUATION

Name:

Classification:

Location:

Date of Report:

Evaluation Period (From/To):

Date of Hire:

_____ Permanent

_____ Probationary

To the evaluator:

Prepare this evaluation carefully and accurately. Its value lies in the impartiality and sound judgment used by the evaluator. Judge each characteristic or trait independently. Make no entry except where the statement is based on PERSONAL KNOWLEDGE. Evaluators have an affirmative legal duty to notify and document unsatisfactory performance (Education Code Sections 45113 and 45116).

To the evaluator and evaluatee:

Classified staff achieves permanent status in Natomas Unified School District because of meeting the high standards the District maintains for all stakeholders. Receiving a mark in the "Meets District Standards" category is in and of itself a very high rating.

NATOMAS UNIFIED SCHOOL DISTRICT
CLASSIFIED/CONFIDENTIAL EVALUATION
PART I

	1.0			2.0		3.0				4.0
	1.1	1.2	1.3	2.1	2.2	3.1	3.2	3.3	3.4	4.1
Meets District Standards										
Below District Standards										
Not Applicable										

1.0 ATTENDANCE

- 1.1 Attendance record reflects a minimum of absences.
- 1.2 Punctuality: Employee reports for work on time (where applicable).
- 1.3 Employee consistently remains on task after reporting for work.

COMMENTS:

2.0 DEPENDABILITY

- 2.1 Employee possesses the ability to follow through for the completion of job assignments.
- 2.2 Employee adheres to time lines for the completion of tasks and assignments.

COMMENTS:

3.0 INITIATIVE

- 3.1 Employee is self-reliant in completing assignments.
- 3.2 Employee offers suggestions for work improvements and/or offers solutions for work problems.
- 3.3 Employee takes action for self improvement (Professional Growth, e.g.) where applicable.
- 3.4 Employee utilizes initiative in completing job-related tasks.

COMMENTS:

4.0 QUALITY OF WORK

- 4.1 Employee is accurate and skilled in performing tasks and takes pride in a job well done.

COMMENTS:

NATOMAS UNIFIED SCHOOL DISTRICT
CLASSIFIED/CONFIDENTIAL EVALUATION

	5.0	6.0		7.0			8.0	
	5.1	6.1	6.2	7.1	7.2	7.3	8.1	8.2
Meets District Standards								
Below District Standards								
Not Applicable								

5.0 QUANTITY OF WORK

5.1 Employee completes appropriate amounts of tasks relative to time lines and the requirements of the position.

COMMENTS:

6.0 WORK PRACTICES

6.1 Employee follows work instructions in a complete and thorough manner.

6.2 Employee follows proper recommendations for the use, care, and safe operation of equipment and/or technology.

COMMENTS:

7.0 ADAPTABILITY

7.1 Employee possesses the ability to work under varying conditions and/or at different work sites.

7.2 Employee demonstrates the ability to apply job knowledge and skills to new or unfamiliar work.

7.3 Employee sees variable work situations in a positive manner.

COMMENTS:

8.0 JUDGMENT AND DECISION-MAKING

8.1 Employee has the ability to effectively assemble data and facts in making decisions.

8.2 Employee uses good decision-making skills in performing work assignments and duties.

COMMENTS:

**NATOMAS UNIFIED SCHOOL DISTRICT
CLASSIFIED/CONFIDENTIAL EVALUATION**

	9.0					10.0			
	9.1	9.2	9.3	9.4	9.5	10.1	10.2	10.3	10.4
Meets District Standards									
Below District Standards									
Not Applicable									

9. PUBLIC CONTACT AND COMMUNICATIONS

- 9.1 Employee is honest, tactful, helpful, and courteous.
- 9.2 Employee presents himself/herself in an appropriate manner to represent Natomas Unified School District.
- 9.3 Employee possesses the ability to handle difficult situations and confrontations.
- 9.4 Employee has the ability to use oral and written language effectively.
- 9.5 There is open communication and articulation between employee and supervisor(s).

COMMENTS:

10.0 HUMAN RELATIONS

- 10.1 Employee works effectively and in a participatory manner with supervisor(s).
- 10.2 Employee works effectively and in a cooperative manner with fellow employees and other district staff.
- 10.3 Employee interacts effectively and demonstrates concern and sensitivity toward students.
- 10.4 Employee interacts effectively and demonstrates concern and sensitivity toward parents and other community members.

COMMENTS:

NATOMAS UNIFIED SCHOOL DISTRICT
CLASSIFIED/CONFIDENTIAL EVALUATION
PART II

Comments and/or Suggestions for Improvement:

Goals and Objectives for subsequent evaluation (Permanent Employees Only):

Commendations:

Supervisor's Signature (if applicable)

Date

Evaluator's Signature

Date

ACKNOWLEDGMENT: I acknowledge that I have seen the above evaluation and have been provided with a copy and suggestions for improvement, if appropriate. I understand that my signature does not necessarily mean that I agree with this evaluation, but only that I am in receipt of the evaluation. I also understand I have ten days to write a response, if I so desire. The response will be attached to the evaluation and placed in my personnel file ten days from the signature date above.

Evaluatee's Signature

Date

Natomas Unified School District
Classified Personnel
Petition for Reclassification

Date of Request: _____

Requestor's Name: _____

Requestor's Title: _____

Employee Name: _____

Job Site: _____

Current Position/Title: _____

Length of time in
Current position: _____ Years _____ Months

Proposed Position/Title: _____

Employees' Supervisor: _____

This petition must be submitted to the Human Resources Department between November 1st and January 31 of the current fiscal year. Petitions will be reviewed for reclassification and responded to by March 31. (Petitions received after January 31 will not be processed)

You may attach any supporting documentation you wish to be considered in reviewing your request as well as using additional pages if necessary. (job descriptions, requests to do work outside the job description, etc)

If in the review of this petition additional information is needed you will be informed, in writing, of the information required.

If the originator of this petition is the employee, a response from the Supervisor will be required. If the originator is the Supervisor, the employee may respond if they so desire.

Please summarize the reason(s) you feel this position should be reclassified. Remember that the information needs to be specific to the “position”, not the qualifications of the employee.

Please list all duties and responsibilities the employee is regularly required to perform which are not covered by his/her job description. Be specific.

Explain how the employee came to be assigned duties and responsibilities not covered in his/her job description (i.e., expansion of the function of the school or office, need of employee’s special skills or abilities).

Employee Response

If you have anything to add related to the reclassification petition, please use the following space.

Employee Signature: _____ Date: _____

Administrative Response

If you have anything to add related to the reclassification petition, please use the following space.

Supervisor Signature: _____ Date: _____

Final Recommendation

Assistant Superintendent

Date