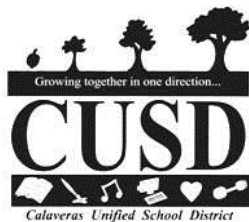


# CALAVERAS UNIFIED SCHOOL DISTRICT

## CLASSIFIED EMPLOYEE CONTRACT CSEA CHAPTER 405



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*2013-14*  
*2014-15*  
*2015-16*

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September 2013

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## ARTICLE I

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### 1. RECOGNITION

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#### 1.1. CONCEPTS AND ROLES:

The role of the District includes but is not limited to issues of direction and management of employee duties and to ensure the best environment for the students.

The role of CSEA includes but is not limited to striving for the betterment of working conditions and benefits and counseling members on their rights and responsibilities.

Both the District and CSEA endeavor to set high standards for employer-employee relations and want to ensure that all parties work towards the ultimate goal of developing the best environment for students, workers, and management.

#### 1.2. ACKNOWLEDGMENT:

The Governing Board of the Calaveras Unified School District recognizes Calaveras Chapter 405 of the California School Employees Association as the exclusive representative of all persons holding positions described in Article 19, with the exception of playground supervisors and other persons hired for specific short-term positions, such as coaches and student workers.

1.2.1. The District agrees not to negotiate with any other organization in matters upon which the CSEA is the exclusive representative; and, agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiation.

1.2.2. CSEA recognizes the Governing Board as the duly elected representative of the people and agrees to negotiate only with the Board representatives officially designated by the Board to act on its behalf. CSEA further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator, or other person not officially designated by the Board as its representative.

#### 1.3. NEW CLASSIFICATIONS OR POSITIONS:

New classifications created by the District or new positions added by the District shall be designated as management, confidential, or supervisory, or shall be assigned to the bargaining unit. When CSEA disagrees with such designations, a challenge may be filed with PERB. Such challenge or dispute shall not be subject to the grievance procedure contained in this agreement.

#### 1.4. SCOPE OF REPRESENTATION:

The scope of representation is limited to matters related to wages, hours of employment, and other terms and conditions of employment as outlined in section 3543.2 of the Government Code. All matters not specifically enumerated are reserved to the District and are not subject to representation. The District may consult on any matter outside the scope of representation at its sole discretion.

#### 1.5. SHORT-TERM EMPLOYEE:

A short-term employee is defined as any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not

be extended or needed on a continuing basis. Before employing a short-term employee, the governing board, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee pursuant to the definition of "classification" in subdivision (a) of section 4501, and shall certify the ending date of the service. The ending date may be shortened or extended by the governing board, but shall not extend beyond 75% of a school year.

## ARTICLE II

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### 2. ORGANIZATIONAL SECURITY

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#### 2.1. CHECK OFF:

CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the classified bargaining unit.

#### 2.2. DUES DEDUCTION:

The District agrees to deduct, in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are members of CSEA on the date of execution of this agreement, and who have submitted dues authorization forms to the District.

The District shall deduct dues, in accordance with the dues schedule, from the wages of all employees who, after the date of execution of this agreement, become members of CSEA and submit to the District a dues authorization form.

#### 2.3. SERVICE FEE:

Employees in the bargaining unit who are not members of CSEA on the effective date of this agreement and employees who hereafter come into the bargaining unit shall, as a condition of continued employment, either within thirty (30) days of the effective date of this agreement or of their employment, apply for membership and execute an authorization for dues deduction on a form provided by CSEA and in accordance with the CSEA dues schedule. Any employee who fails to comply with this provision shall have dues (service fees) automatically deducted from their salary.

#### 2.4. DUES AUTHORIZATION:

The written authorization for dues deduction shall remain in full force and effect unless revoked as provided on such authorization form.

In the event that an employee revokes a dues or service fee authorization, the District shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for the payment of such fees.

#### 2.5. RELIGIOUS OBJECTION:

Any employee covered by this agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment, except that once such employee has submitted evidence to CSEA which proves that he/she sincerely holds such beliefs, will be required, in lieu of a service fee, to pay sums equal to such service fee to a non-religious, non-labor charitable fund organization within Calaveras

County exempt from taxation under Section 501 (c)(3) or Title 26 of the Internal Revenue Code.

**2.6. DEDUCTION AND PAYMENT OF CHARITABLE CONTRIBUTIONS:**

Any employee who belongs to a religious body described herein shall, within thirty (30) days of the date of this agreement or their employment, present proof to CSEA that they are a member of such religious body and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to a Calaveras County Charitable organization as stated in Section 2.5 of this agreement, or for non-payroll deductions, such employee shall provide proof to the District that such payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative.

**2.7. HOLD HARMLESS CLAUSE:**

CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the provisions contained herein.

## **ARTICLE III**

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### **3. ORGANIZATIONAL RIGHTS**

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**3.1. ORGANIZATIONAL RIGHTS**

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

- 3.1.1. The right of access at reasonable times to areas in which employees work to be limited to activities during lunch break, before or after normal work hours; and, no access during work hours unless approved in advance by the administration or immediate supervisor unless such access is a part of an investigation of an employee grievance.
- 3.1.2. The right to use without charge institutional bulletin boards, mailboxes, and the school mail system, along with other district means of communication, for the posting or transmission of information or notices concerning CSEA matters. Any material posted or distributed must be dated, initialed, or signed by a chapter officer.
- 3.1.3. The right to use without charge institutional equipment, facilities, and buildings at reasonable times with permission from the site administrator with application through normal district application procedures. CSEA agrees to reimburse the district at standard district rates for duplicating. Other equipment may be used as per mutual agreement.
- 3.1.4. The right to be supplied with a complete seniority roster of specified classification employees on September 15 of each year for the previous fiscal year. In case of layoff and/or reduction, an updated seniority roster to be provided prior to implementation.
- 3.1.5. The right of release time for CSEA chapter delegates to attend the CSEA Conference if the employee is in a paid status at the time of the conference.



3.1.6. The CSEA President or Vice President will be released from duties with no loss of compensation for up to five days, in addition to any other release time currently being provided for the execution of chapter business during each school year at no cost to the District.

3.2. DISTRIBUTION OF CONTRACT:

Within a reasonable time period after the execution of this contract, the District shall print or duplicate and provide a copy of this contract to every employee of the bargaining unit. Any employee who becomes a member of the unit after the execution of this Agreement shall be provided with a copy of the Agreement. Copies of written changes shall also be provided to all employees in the unit in the same manner. Costs will be borne equally by the District and CSEA.

## ARTICLE IV

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### 4. EMPLOYEE EVALUATIONS AND PERSONNEL FILES

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4.1. PERSONNEL FILES:

4.1.1. The personnel file of each employee shall be maintained at the District's central administration office. No disciplinary action of any kind shall be taken against an employee based upon materials which are not in the personnel file.

4.1.2. Information of a derogatory nature shall not be entered into a file unless the written form (letter, evaluation, etc.) is:

4.1.2.1. Reviewed with the employee.

4.1.2.2. The employee shall acknowledge that such material has been read by affixing his/her signature and the date on the actual copy to be filed, with the understanding that his/her signature signified only that the material has been read and does not necessarily indicate agreement with its contents.

4.1.2.3. The employee and supervisor both have signed and dated the document (or an attached form) acknowledging that "this is to give you notice that this letter/memo will be placed in your personnel file at the end of ten (10) working days. You have the right to attach a relative response also placed in your personnel file."

4.1.2.4. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

4.1.3. An employee, or his/her authorized representative, shall have the right at reasonable times, without loss of pay, to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.

4.1.4. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper

administration of the District's affairs or the supervision of the employee in accordance with District policy.

4.1.5. Any person who places written material or draft written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

4.1.6. All derogatory materials may be removed from the employee's personnel file and destroyed after remaining in the file for a period of two (2) years at the employee's written request specifying the exact nature of the material to be removed.

#### 4.2. EVALUATIONS:

No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements but shall be based upon the direct observation and/or reliable knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Section 4.1 above.

## ARTICLE V

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### 5. HOURS AND OVERTIME

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#### 5.1. WORKWEEK:

The workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Section 5.8 (Overtime).

#### 5.2. 10-HOUR WORKDAY:

The District may establish a 10-hour-per-day, 40-hour, four consecutive day workweek for all, or certain classes of its employees, or for employees within a class when, by reason of the work location and duties actually performed by such employees, their services are not required for a workweek of five consecutive days, provided the establishment of such a workweek has the concurrence of the concerned employee, class of employees, or classes of employees as ascertained through CSEA.

#### 5.3. WORKDAY:

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours. Employees assigned to a split shift shall not have more than one (1) split, and shall be guaranteed a minimum four (4) hour day.

#### 5.4. REDUCTION IN ASSIGNED TIME:

See Article 14, 14.8

5.5. ADJUSTMENT OF ASSIGNED TIME:

Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours.

5.6. LUNCH PERIOD:

All employees covered by this Agreement whose workday exceeds four (4) hours are entitled to an uninterrupted, unpaid lunch period not to exceed one hour or be less than one-half hour. Such lunch period shall be scheduled by the supervisor of the employee at or about the mid-point of each work shift. An employee required by the District to work during his/her lunch period shall receive pay or compensatory time in accordance with the terms of this Agreement for all time worked during the lunch period.

5.7. REST PERIODS:

All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be at or about the middle of each work period, at the rate of fifteen (15) minutes per three (3) uninterrupted hours worked. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay of the employee. Rest periods will be scheduled by the immediate supervisor.

5.8. OVERTIME:

Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the employee for all hours.

5.8.1.If the District establishes a workday of less than eight hours but seven hours or more and a workweek of less than forty hours but thirty-five hours or more for all of its classified employees or for certain classes of classified positions, all time worked in excess of the established workday or workweek shall be deemed to be overtime. (EC 45131)

5.8.2.All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth and seventh day of work.

5.8.3.All hours worked by an employee on any holiday designated by this Agreement shall be compensated at one and one-half (1-1/2) times the regular rate of pay in addition to regular pay received for that day.

5.8.4.When a four-day workweek is established by the District, the overtime rate shall be paid for all hours worked in excess of the required workday, which shall not exceed ten (10) hours. Work performed on the fifth, sixth, and seventh days shall be compensated for at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated and authorized to perform the work. (EC 45132)

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

5.9. COMPENSATORY TIME OFF:

An employee shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted within twelve (12) calendar months from the date the overtime was earned by mutual agreement between the employee and his/her immediate supervisor. If this is not feasible, the employee shall be paid Compensatory time off at the appropriate rate of overtime in accordance with Section 5.8 of this Article.

5.10. SPLIT SHIFT DIFFERENTIAL--COMPENSATION:

All employees in the bargaining unit except transportation employees whose assigned shift contains a period of unpaid time, which exceeds 2.5 hours, shall be paid a shift differential premium of five percent (5%) above the regular rate of pay for all hours worked. Transportation employees shall receive a shift differential premium of one percent (1%) above the regular rate of pay for all hours worked.

5.11. SHIFT DIFFERENTIAL--COMPENSATION:

5.11.1. Any full-time employee in the bargaining unit whose assigned work shift commences at 2:30 p.m. or later shall receive a paid lunch period of one-half of an hour.

5.11.2. An employee who receives thirty minutes shift differential compensation on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily for twenty (20) days or less to a day shift. When a temporary assignment exceeds twenty working days, the employee's compensation will revert to regular day shift compensation on the twenty-first (21st) working day.

5.12. OVERTIME--EQUAL DISTRIBUTION:

Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each department.

5.13. MINIMUM CALL-IN AND CALLBACK TIME:

Any employee called in to work on a day when the employee is not scheduled to work or called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate, irrespective of the actual time less than that to be worked.

5.14. TURN DOWN WORK:

Any employee shall have the right to turn down any offer or request for overtime or callback, on-call, or call-in time.

5.15. STANDBY COMPENSATION:

Standby time shall be considered as regular hours worked and shall be compensated at the appropriate straight time or overtime rate of pay as defined in this Agreement. Standby time is defined as that time during which the employee is expected to be on call for imminent call back to duty. In no case shall this time be less than two hours or more than four hours. In the case of bus drivers, standby time will be designated by the transportation supervisor at the time of approval of the transportation request. Standby time shall not include time actually on the job.

5.16. HOURS IN PAID STATUS:

"Hours in Paid Status" is defined to include all hours worked and time during which the employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leaves of absence.

5.17. SUMMER/INTERCESSION ASSIGNMENTS:

When work normally and customarily performed by employees is available to be performed at times other than during the regular August-June academic year, the work shall be offered to employees in the appropriate classification(s) as provided in this section.

5.17.1. Assignment of employees not regularly so assigned to serve during a summer recess/intercession period shall be made based on qualifications. If such qualifications are equal, assignment shall be based on seniority.

5.17.2. An employee who accepts a summer/intercession assignment in accordance with the provisions of this section shall receive, on a pro-rata basis, not less than the compensation and benefits applicable to that classification during the regular academic year. No employee shall be required to accept a summer/intercession assignment that is not so regularly assigned.

5.17.3. All hours assigned to an employee for a summer/intercession assignment shall be considered "Hours in Paid Status" for the purposes of this Agreement.

5.17.4. Transportation Department extra time will be awarded to Transportation Department employees, defined as bus drivers, mechanics, dispatch and driver trainer, before van drivers or other employees and/or substitutes.

## ARTICLE VI

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### 6. PAY AND ALLOWANCES

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6.1. REGULAR RATE OF PAY:

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Article 19. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

6.2. PAYCHECKS:

All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions and overtime. All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month in which the employee is in a paid status. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

6.3. PAYROLL ERRORS AND LOST CHECKS:

Any payroll check, which contains an error by the district resulting in insufficient payment for an employee, shall be replaced and a supplemental check issued not later than five (5) working days following notice by the employee to the payroll department. Lost checks will be replaced as soon as possible.

6.4. PROMOTION:

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range of the new position and the step, which results in at least a five percent (5%) increase within the new range. Longevity steps will begin again at whichever step this results in. (Side Agreement dated 12/13/95)

6.5. MILEAGE:

As per Board Policy.

6.6. COMPENSATION FOR AN EMPLOYEE WORKING OUT-OF-CLASSIFICATION:

An employee of the bargaining unit may be required to perform duties inconsistent with those assigned to the position by the District for a period of more than five working days within a fifteen calendar day period, providing that his/her salary is adjusted upward for the entire period that he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties. In no event is the increase in salary for this period to be less than five percent (5%) of the normal salary of the employee. Assignments of this nature are to be made only in emergency situations by the immediate supervisor of the employee, with the authorization of the superintendent.

6.7. COMPENSATION DURING REQUIRED TRAINING/INSERVICE PERIODS:

An employee who is required to attend training/in-service sessions or otherwise engaged in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:

6.7.1.If training occurs during regularly assigned working hours, he/she shall receive his/her regular salary.

6.7.2.When the training occurs at times other than the employee's regular working hours, the employee will be paid at the appropriate rate of pay as defined in this Agreement.

6.7.3.Costs incurred under a mandated training program for employee transportation, registration fees, and supplies are paid for by the District.

6.8. MEALS AND LODGING:

As per Administrative Regulation (AR) 3350 (a) and 3350 (b) as noted in Appendix G.

## ARTICLE VII

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### 7. EMPLOYEE EXPENSES AND MATERIALS

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7.1. UNIFORMS:

The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, and cards required by the District to be worn or used by all bargaining unit employees.

7.2. TOOLS:

The District agrees to provide all tools, equipment, and supplies reasonably necessary to the bargaining unit employees for performance of employment duties.

7.3. SAFETY EQUIPMENT:

Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear.

7.4. PHYSICAL EXAMINATIONS:

The District agrees to provide the full cost of a medical examination required by the District or by State Law as a condition of continued employment.

7.5. EYEGLASSES REPLACEMENT:

The District shall pay for the replacement of any employee's prescription glasses, which are broken as the result of job related activity during hours in paid service.

## ARTICLE VIII

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### 8. HOLIDAYS

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8.1. SCHEDULED HOLIDAYS:

The District agrees to provide all employees with the following paid holidays during the term of this Agreement, in accordance with Section 8.6 of this Article:

(Date in parenthesis is day holiday is observed.) Dates will be adjusted yearly based upon the school year calendar.

- |                              |  |
|------------------------------|--|
| 1. Independence Day          | 9. New Year's Eve<br>(1/2 Day; full day for 260-day employees) |
| 2. Labor Day                 | 10. New Year's Day   |
| 3. Veterans' Day             | 11. Martin Luther King, Jr. Day                                |
| 4. Thanksgiving Day          | 12. Lincoln Day*   |
| 5. Friday after Thanksgiving | 13. Presidents' Day  |
| 6. Christmas Eve             | 14. Frog Jump Thursday*<br>(in lieu of Admission Day)          |
| 7. Christmas Day             | 15. Frog Jump Friday*  |
| 8. Day after Christmas       | 16. Memorial Day   |

\*Holiday only if school is not in session. If school is in session, floating holiday will be awarded.

8.1.1.If holiday dates listed above are changed, holidays will occur on the changed date.

8.2. ADDITIONAL HOLIDAYS:

Every day declared by the President or Governor of California as a public fast, mourning, Thanksgiving, or holiday and which provides for the closing of the public schools in California, or any day declared a holiday by the Governing Board under Education Code Section 37222, 37221, or 1318 or their successors shall be a paid holiday for all employees in the bargaining unit.

8.3. HOLIDAYS ON SATURDAY OR SUNDAY:

When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed that holiday.

8.4. HOLIDAYS FOR EMPLOYEES WORKING 10-HOUR DAYS:

Working days for employees who work ten-hour days shall be consecutive. Holidays that occur within the employee's workweek, and the employee does not perform work, shall be paid at ten hours. Holidays that are not part of the employee's workweek and are not worked shall be paid at eight hours. The same would apply if an employee only works one day per week at ten hours per day. If work is performed on a holiday, the provisions of 5.8.3 of the Collective Bargaining Agreement would apply.

8.5. TEACHER TRAINING DAYS:

Any day granted as a teacher training day, teacher institute or in-service training day by whatever name for whatever purpose on any school day during which pupils would otherwise have been in attendance is a regular work day for all classified employees as part of the bargaining unit.

8.6. HOLIDAY ELIGIBILITY:

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

8.6.1.Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, December 25, December 26, December 31 (1/2 day) or January 1 shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

## ARTICLE IX

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### 9. VACATIONS

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9.1. ELIGIBILITY:

All employees shall earn vacation time with full pay under this Article. Vacation benefits are earned on a fiscal year basis, July 1 to June 30.



9.2. PAID VACATION:

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. The employee may be granted paid vacation during the fiscal year even though the vacation has not been earned at the time it is taken.

9.3. ACCUMULATION:

Vacation time shall be earned and accumulated on a monthly basis in accordance with the schedule listed in Appendix "B."

9.4. VACATION CARRY-OVER:

If, for any reason, an employee is not able to take all or any part of his/her annual vacation, the amount not taken shall, at the option of the District, be accumulated for use not later than the end of the following fiscal year or be paid for in cash.

9.5. VACATION PAY UPON TERMINATION:

When an employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination. Earned vacation shall not become a vested right until completion of the initial six months of employment. If an employee is terminated and had been granted vacation, which was not yet earned at the time of termination of his/her services, the District shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation taken.

9.6. VACATION POSTPONEMENT:

If an employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year, or he/she may request to receive compensation for all vacation earned and accumulated during the fiscal year.

9.7. INTERRUPTION OF VACATION:

An employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided the employee supplies notice and supporting information regarding the basis for such interruption or termination to the District.

9.8. HOLIDAYS DURING VACATION:

When a holiday falls during the scheduled vacation of any employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

9.9. VACATION SCHEDULING:

Vacations shall be scheduled at times requested by employees and agreed upon by the supervisor when coverage is available or workload can be limited to offer coverage. Vacation requests shall be submitted for approval no later than one week prior to the anticipated vacation, and the District shall respond to the request within 72 hours. If there is any conflict between employees who are working on the same or similar operations as to

when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference on the initial screening.

## ARTICLE X

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### 10. SICK LEAVE

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#### 10.1. SICK LEAVES:

10.1.1. An employee shall be granted one day per month of employment for leave of absence for illness, quarantine, or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service. An employee who is employed for less than a full fiscal year of service is entitled to that proportion of twelve (12) days leave of absence for illness, quarantine, or injury as the number of months he/she is employed bears to twelve. (Example: a 12-month employee gets 12 days [260 days], an 11-month employee gets 11 days [196-259], and a 10-month employee gets 10 days [0-195]).

10.1.2. At the beginning of each fiscal year, the full amount of sick leave granted 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. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of calendar month after completion of six (6) months of service with the District. Employees who terminate their employment with the District and have used more sick leave than they have accrued at time of termination shall have those extra unearned days deducted from their final check.

10.1.3. Pregnancy shall be treated as an illness for the purposes of sick leave during the period of disability in accordance with District Policy.

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

10.1.5. At the request of an employee filing a request for retirement, the District shall certify the amount of unused sick leave to CalPERS for conversion to additional service credit as provided by CalPERS rules and regulations.

#### 10.2. ENTITLEMENT TO OTHER SICK LEAVE:

Each employee shall once a year be credited with a total of 100 working days of paid sick leave, including days to which he/she is entitled under Section 10.1 of this Article. Such days of paid sick leave, in addition to those required by Section 10.2, shall be compensated at fifty percent (50%) of the employee's regular salary. The paid sick leave provided for under this section shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. Such leave will not be accumulated from year to year.

#### 10.3. ADDITIONAL LEAVE FOR NONINDUSTRIAL ACCIDENT OR ILLNESS:

An employee who has exhausted all entitlement to sick leave, compensatory overtime, vacation, or other available paid leave may be granted additional leave as provided in Education Code Section 45195, or its successor.

10.4. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

In addition to any other benefits that an employee may be entitled to under the Worker's Compensation Laws of this state, employees shall be entitled to the following benefits:

10.4.1. An employee suffering any injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one 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. Probationary employees must satisfy their one-year probationary period to qualify for the 60-day industrial leave benefit.

10.4.2. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for that day.

10.4.3. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award provides for a day's pay at the regular rate of pay.

10.4.4. Any time an employee on Industrial Accident or Illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

10.5. PERSONAL NECESSITY LEAVE:

Up to seven (7) days of absence earned for sick leave under Section 10.1 of this Article may be used by the employee at his/her election, in cases of personal necessity on the following basis.

10.5.1. The death of a member of the employee's immediate family, as defined in section 10.6 of this Article, when additional leave is required beyond that provided in Section 10.6.

10.5.2. As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family, as defined in section 10.6.

10.5.3. When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena, or any order from a court.

10.5.4. Business transactions which require the presence of the employee. The employee must furnish evidence or certify that the transactions could not be dealt with during off-duty hours.

10.5.5. An employee who is adopting a child shall be entitled to a leave for the purpose of adoption.

10.5.6. Upon approval of the site or department administrator or the Director of Personnel and/or the Superintendent, a personal leave of absence shall be granted for attendance for funerals of close friends or family members; a child's graduation ceremonies; and a child's wedding.

Under no circumstances shall such leave be available for purposes of personal convenience, for the extension of a holiday or a vacation period, for recreational activities, for other occupational purposes, or for matters that can be taken care of outside of work hours. Any employee requesting leave under this section who has no available sick leave will be required to use vacation or compensatory time.

10.5.7. Employees may use two (2) days of personal necessity leave to attend to matters not specifically listed above. These days shall exclude concerted union activities.

10.6. BEREAVEMENT LEAVE:

Employees shall be granted a leave with full pay in the event of the death of any member of the immediate family. The leave shall be granted for up to three (3) working days, or five (5) working days if distance to be traveled is two hundred (200) miles or more one-way, or if out-of-state travel is required. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, aunt and uncle, niece and nephew, son-in-law, daughter-in-law, grandchild, foster parent, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law or any relative of either spouse living in the immediate household of the employee.

10.7. JURY DUTY:

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The employee reimburses the District the amount received for performance of jury duty. Any meals, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

10.8. 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.

10.9. FAMILY CARE LEAVE:

Under the California Family Rights Act of 1993 (CFRA), any eligible employee who has more than twelve (12) months of district service, and has worked at least 1,250 hours within a 12-month period before the requested date of the leave, may request a leave. Provisions of the leave will be in accordance with current Board Policy 4261.8 and AR 4261.8 (a)-(g). (Policy Books are available for review from your CSEA representative, immediate supervisor, site office, District Bulletin Board, and District Office.)

10.10. GENERAL PROVISIONS GOVERNING LEAVES:

10.10.1. 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.

- 10.10.2. The time during which an employee is on involuntary unpaid leave for job-related illness or injury shall be counted for seniority purposes.

## **ARTICLE XI**

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### **11. DISTRIBUTION OF JOB INFORMATION**

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11.1. DISTRIBUTION OF JOB INFORMATION:

Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year. One copy shall be retained by the employee and the other copy shall be signed and dated by the employee and returned to his/her supervisor.

## **ARTICLE XII**

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### **12. TRANSFERS AND VACANCIES**

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12.1. CONSIDERATION:

Employees in the bargaining unit shall be given first and prime consideration in filling any new position which is created or any existing position which becomes vacant, according to the provisions of this Article, after the announcement of the position being opened.

12.2. DEFINITION OF TRANSFER:

The definition of transfer is a reassignment from one position in a classification within the District to another position in the same classification or different classification with the District.

12.3. VOLUNTARY AND INVOLUNTARY TRANSFER:

A voluntary transfer is a transfer initiated by the employee, by filing with his/her immediate supervisor and the District Superintendent. An involuntary transfer is one initiated by the District for disciplinary reasons or lack of work or lack of funds. A vacancy to which an employee is being involuntarily transferred shall not be advertised as a vacancy open for voluntary transfer.

12.4. POSTING OF NOTICE:

Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of at least ten (10) working days prior to the deadline for filing to fill the vacancy. Any employee on layoff on the date the position is posted shall be mailed a copy of the Notice by First Class Mail within twenty-four (24) hours of that date.

12.5. NOTICE CONTENTS:

The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regularly assigned work shift times, days per week, and months

per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

12.6. FILING:

Any employee may file for the vacancy by submitting written notice to the District within the filing period. Any employee absent for any reason may authorize CSEA in writing to file on the employee's behalf.

12.7. LATERAL TRANSFERS:

A lateral transfer is defined as a movement from one position in a classification to another position in the same classification with the District. When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to qualified bargaining unit employee(s) serving in the same class in the District by posting the vacancy as outlined in sections 12.4 and 12.5 of this Article. If more than one employee wishes to be transferred to a particular vacancy, the employee with the greatest seniority shall be transferred. In the event that two (2) or more employees have identical seniority, the employee to fill the position shall be selected by lot. For the purposes of this Section, "Qualified" is intended to mean that the employee received a rating of "satisfactory" on his/her latest overall evaluation and is able to perform regularly all of the terms, conditions, and hours of the new position.

12.8. PROMOTIONAL TRANSFER:

The definition of an upward transfer is reassignment from a position in one classification to a position in another classification. An employee who files for the vacancy during the posting period and meets the minimum qualifications shall be considered for the position in accordance with District policy. In the event that more than one qualified employee is being considered for the position, and all qualifications are relatively equal, seniority will become the determining factor. Probationary period must be served in the new position.

12.9. MEDICAL TRANSFERS:

The District may give alternate work when same is available to an employee who is qualified to do the work, and who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, lateral transfer to a related class, and, with the employee's permission, demotion. Justification for medical transfer must be verified by a statement from the employee's doctor. When the employee takes a new position, a probationary period must be served in the new position.

12.10. MILEAGE COMPENSATION DURING TEMPORARY ASSIGNMENTS:

The District shall provide transportation or compensate any employee, at the regular mileage reimbursement rate, who is assigned to a temporary work site which exceeds his/her normal home to regular work site mileage by five (5) miles or more.

## ARTICLE XIII

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### 13. CLASSIFICATION AND RECLASSIFICATION

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13.1. PLACEMENT IN CLASS:

Every bargaining unit position shall be placed in a class.

13.2. CLASSIFICATION REQUIREMENT:

Position reclassification shall be subject to mutual written agreement between the District and CSEA. Either party may propose a reclassification at any time during the life of this Agreement for any position. When the District proposes any change in a class/classification, CSEA will be notified prior to any adjustment/change.

13.3. NEW POSITIONS OR CLASSES OF POSITIONS:

All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties by employees in the bargaining unit which, by nature, should reasonably be assigned to the bargaining unit.

13.3.1. The District will attempt every reasonable effort to combine vacant part-time positions into full-time positions whenever feasible. However, the District will be under no obligation to do so if it is not in the best interest of students or fiscally prudent.

13.3.2. The District values CSEA input in the interview process and desires CSEA representation in interview panels for positions and will notify the CSEA Chapter President of interviews.

13.4. INCUMBENT RIGHTS:

When a position(s) or class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions

## ARTICLE XIV

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### 14. LAYOFF AND RE-EMPLOYMENT

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14.1. REASON FOR LAYOFF:

Layoff shall occur for lack of work or lack of funds.

14.2. NOTICE OF LAYOFF:

14.2.1. When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and employees will be subject to layoff, the employee to be laid off at the end of such school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and re-employment rights. However, if the termination date of any specially funded programs is other than June 30, such notice shall be given not less than sixty (60) calendar days prior to the effective date of their layoff.

14.2.2. If, because of lack of work or lack of funds, employees will be subject to layoff, affected employees shall be given notice of layoff not less than sixty (60) calendar days prior to the effective date of layoff, and informed of their displacement rights, if any, and re-employment rights. Any notice of layoffs shall specify the reason for layoff and identify by name and classification and work site the employees designated for layoff. The District shall notify CSEA and shall meet with them in order to discuss and review the proposed layoffs. Failure to give proper written notice under the provisions of this section shall invalidate the layoff.

14.3. ORDER OF LAYOFF:

Any layoff shall be administered within a class. The order of layoff shall be based on seniority within that class and higher classes, throughout the District, in which the employee has served. An employee with the least seniority shall be laid off first. Seniority shall be based on the date of hire in each classification.

14.4. BUMPING RIGHTS:

An employee laid off from his/her present class may bump into the next equal or lower class in which the employee has greater seniority, as defined in section 14.3 of this Article. The employee may continue to bump into such equal or lower classes to avoid layoff.

14.5. LAYOFF IN LIEU OF BUMPING:

An employee who elects a layoff in lieu of bumping maintains his/her re-employment rights under this Agreement.

14.6. EQUAL SENIORITY:

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, the determination shall be made by lot.

14.7. RE-EMPLOYMENT RIGHTS:

Laid off persons are eligible for re-employment in the class from which laid off for a thirty-nine (39) month period and shall be offered re-employment in the reverse order of layoff. Their re-employment shall take precedence over any other type of employment in their class, and positions in their class shall not become vacant for purposes of Article 12 (Transfers and Vacancies). In addition, they shall have the right to apply for promotional positions and vacancies within the filing period specified in the Transfers and Vacancies Article of this Agreement, and use their seniority therein for a period of thirty-nine (39) months following layoff. An employee on a re-employment list shall be notified of promotional and vacancy opportunities in accordance with the provisions of Article 11 and 12 of this Agreement.

14.8. REDUCTION IN HOURS:

Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.

14.9. VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION IN HOURS:

An employee has a right to his regularly assigned time, and shall not have it involuntarily reduced. Employees who take voluntary demotions or voluntary reductions in assigned



time in lieu of layoff shall be, at the employee's option, returned to a position in their former class to present/former positions with increased assigned time as vacancies become available, for a period of five (5) years and three (3) months, except that they shall be ranked in accordance with their seniority on any valid re-employment list.

14.10. RETIREMENT IN LIEU OF LAYOFF:

Any employee who was subject to being, or was in fact, laid off and who is qualified for and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate re-employment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff. If he/she is subsequently subject to re-employment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy, but may fill it on a temporary basis until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

14.11. SENIORITY ROSTER:

The District shall maintain an updated seniority roster, indicating employee's class seniority and hire date seniority. Such rosters shall be available to CSEA.

14.12. NOTIFICATION OF RE-EMPLOYMENT OPENING:

Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District. Such notice shall be sent, with a "Proof of Service by Mail" form, to the last address given the District by the employee, and a copy shall be sent to CSEA.

14.12.1. An employee shall send notification to the District of his/her intent to accept or refuse re-employment within ten (10) working days from the date of the re-employment notice. An employee given an offer of reemployment need not accept the re-employment to maintain the employee's eligibility of the re-employment list, provided the employee sends notification to the District of refusal of re-employment within ten (10) working days from the employee's actual receipt of the re-employment notice. If the employee accepts re-employment, he/she must be willing to report to work within ten (10) working days following notification to the District of his/her acceptance. If the employee accepts re-employment but fails to report to work within the ten (10) working days following notification except in cases of illness or emergencies, the employee will be removed from the re-employment list.

14.13. RE-EMPLOYMENT IN HIGHEST CLASS:

Employees shall be re-employed in the highest rated job classification available in accordance with their class seniority. Any employee who accepts a position lower than his/her highest former class, or in an equal but different class or classes, shall retain his/her original thirty-nine (39) months rights to the higher paid position.

## ARTICLE XV

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### 15. HEALTH AND WELFARE BENEFITS

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#### 15.1. EMPLOYEES AND DEPENDENT INSURANCE COVERAGE:

The Board shall provide all classified employees and their eligible dependents a medical/hospital plan equal to Blue Cross Prudent Buyer I. The District share of costs for this plan shall not exceed \$575.00 per month for each qualified employee. Bargaining unit members who are eligible for the full District-paid medical cap and participate in medical benefits will receive the difference between the member's contribution and the District-paid cap, not to exceed the District-paid cap. In addition, the Board shall provide all classified employees a vision and dental care program. The District share of the costs for this program shall not exceed \$65.00 per month for each qualified employee.

CSEA unit members who work an 8-hour workday are mandated to participate in health benefits and will receive 100% of the District-paid cap. Participation is optional for unit members who work 5.1 to 7.9 hours per day with 100% of the District-paid cap. Four to five hour employees are benefit-eligible at 50% of the District-paid cap.

In effect, all CSEA members participate as follows:

0 - 3.9 hours	None
4 - 5 hours	50% of benefit cap
5.1 - 7.9 hours	optional participation with 100% of benefit cap
8.0 hours	mandatory participation with 100% of benefit cap

The Association shall choose the carrier for purchase of said benefits. The District shall send the members' contributions and the District's contributions to this carrier for purchase of the benefits.

15.1.1. Long Term Disability for Illness or Accidental Death and Dismemberment Insurance for employees working four (4) hours or more per day.

15.1.2. Level term life insurance (\$20,000.00) for regular employees working four (4) hours or more per day.

#### 15.2. ELIGIBILITY:

All employees who work in the bargaining unit shall be eligible for the programs provided in Section 15.1 of this Article in accordance with the terms stated in this Article. Employees shall be enrolled in insurance programs on the first day of the month following fulfillment of the eligibility requirement.

#### 15.3. CONTINUATION--DISABILITY:

The District agrees to continue payments for all benefit programs provided for in Sections 15.1 and 15.3 of this Article during the absence of any employee in the bargaining unit who is on unpaid disability leave for a period not to exceed twelve (12) months.

15.4. BENEFIT PLAN CONTINUATION UPON RETIREMENT:

The District agrees to provide retired employees the opportunity to participate in the health insurance plan provided for retired employees with District contribution of costs based upon the following formula:

Years of District Service	Percent Paid by District
15	20
16	30
17	40
18	50
19	60
20	65
21	70
22	75
23	75
24	75
25	80
26	85
27	90
28	95
29 and more	100

The District contribution will not be available for employees retiring before the age of fifty-five and will cease when the retired employee reaches age sixty-five. In order to receive benefits, the retired employee must be also receiving benefits under the Public Employees Retirement System. Retired employees with less than fifteen years of service in the district will be able to participate in the retired employees' health insurance program at their own expense.

Retired employees can opt for the minimum available benefit package and will be paid, in cash, 50% of the premium savings between the minimum available plan being opted into and the plan the employee would have otherwise received at the conclusion of the annual retiree health savings option year (fiscal year). The retired employee must provide notification to the District by July 1 for the ensuing year of their intent to participate in this option. The decision to elect for the annual option must be made each year and does not trigger future year buyouts automatically. Retirees will have the opportunity to opt out of the annual retiree health savings option year in the event of a bonafide qualifying event.

15.5. INSURANCE CARRIER CONTRACTS:

Copies of official contracts between the District and insurance carriers providing fringe benefits as outlined in 15.1 will be provided CSEA by the District.

## ARTICLE XVI

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### 16. DISCIPLINARY ACTION

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16.1. EXCLUSIVE PROCEDURE:

Discipline shall be imposed upon employees pursuant to this Article.

16.2. DISCIPLINARY PROCEDURE:

16.2.1. Discipline shall be imposed upon employees only for just cause. Disciplinary action is deemed to be any action which deprives any employee of any classification or any incident of classification or employment and includes dismissal, demotion, suspension, reduction in hours or class, or reassignment without the employee's voluntary consent, except for a layoff for lack of work or lack of funds.

16.2.2. No permanent classified employee shall be subject to disciplinary action until he/she has received a Notice of Disciplinary Action, and until he/she has had an opportunity to respond to the charges presented in the Notice at a hearing conducted by a hearing officer from the State Office of Administrative Hearings or by the Board of Trustees, as determined at the sole discretion of the Board of Trustees.

16.2.3. A Notice of Disciplinary Action shall contain a statement in ordinary and concise language of: (1) the specific charges against the employee which shall include times, dates, and locations of chargeable actions and/or omissions, (2) the penalty proposed, and (3) a statement of the employee's rights to a hearing to dispute the charges and/or the proposed penalty. The Notice of Disciplinary Action shall be made in writing and served in person or by registered mail upon the employee. A copy of any Notice of Disciplinary Action shall be delivered to CSEA within twenty-four (24) hours after service on the employee. If it is claimed that an employee has violated a rule or regulation of the District, such rule or regulation shall be set forth in said notice, but must be supported by specific charges. A proceeding may be brought by, or on the behalf of, the employee to restrain any further proceedings under any Notice of Disciplinary Action in violation of Education Code Section 45116 or its successor.

16.2.4. If there is a clear and present danger to the health, safety, and well-being of fellow employees and students, an employee may be suspended with pay pending a hearing.

16.2.5. The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee's becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the filing of the Notice of Disciplinary Action by the District unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

16.2.6. Disciplinary cases shall be handled as follows:

- 16.2.6.1. The employee shall be informed, through a Notice of Disciplinary action, that charges are being filed against him/her.
- 16.2.6.2. Accompanying the Notice of Disciplinary Action shall be a written statement outlining his/her rights to a hearing on such charges, and the time within which such a hearing may be requested, which shall be within ten (10) days after service of the Notice on the employee.
- 16.2.6.3. A card or paper must accompany the Notice of Disciplinary Action, the signing and filing of which shall constitute a demand for a hearing and a denial of all charges.
- 16.2.6.4. The burden of proof shall remain with the District, and any rule or regulation to the contrary shall be void.
- 16.2.6.5. If the employee does not respond and request a hearing within the ten (10) days after receipt of the Notice of Disciplinary Action, the recommendation of the Superintendent in the Notice shall be acted upon by the Board of Trustees. The decision of the Board shall be final.
- 16.2.6.6. Upon receipt of an appeal from the employee, the District shall order a hearing before a hearing officer of the Board of Trustees and, within thirty (30) days after receipt of the appeal, shall permit the hearing where the hearing officer of the Board shall render judgment to affirm, modify or revoke the proposed disciplinary action recommended by the superintendent. Following notice of a request for a hearing, the District must notify the employee within ten (10) days as to the date on which the hearing will be held and whether the Board or a hearing officer will conduct the hearing. In any event, the employee must be given at least ten (10) days after notification of the hearing date to prepare for such hearing. The employee shall have the right to appear in person on his/her behalf, with counsel, or with representation as he/she considers necessary, and be heard in his/her defense.
- 16.2.6.7. All hearings shall be held in Executive Session, unless the appealing employee requests an open hearing in his/her written appeal.
- 16.2.6.8. If the appeal of the employee is sustained, the hearing officer or Board shall order immediate dismissal of all charges, and if the employee has been suspended with pay, order the immediate reinstatement of the employee.

## **ARTICLE XVII**

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### **17. GRIEVANCE PROCEDURE**

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17.1. DEFINITION:

A grievance is defined as any complaint of an employee, employees, or CSEA involving the interpretation, application, or alleged violation of this Agreement.

17.2. PROCEDURE:

Grievances shall be handled in the following manner.

17.2.1.STEP ONE:

A grievant may present directly or through his/her CSEA representative, his/her grievance to his/her immediate supervisor. The grievance shall be submitted orally within ten (10) working days after a complainant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based.

If the grievance is not satisfactorily resolved, informally, within five (5) working days, the grievance may proceed to Step Two.

17.2.2.STEP TWO:

A grievant may present directly or through his/her CSEA representative, his/her grievance to his/her CSEA representative, his/her grievance to his/her immediate supervisor in writing, on form provided. The immediate supervisor shall respond in writing to the grievance within five (5) working days, the grievance may proceed to Step Three. (See Appendix "E")

17.2.3.STEP THREE:

If the grievance is not satisfactorily resolved by the immediate supervisor, or if the immediate supervisor fails to respond in accordance with Step Two, the grievant may submit the grievance in writing to the Superintendent within five (5) working days of the receipt of the response at Step Two or the failure of the immediate supervisor to respond in a timely fashion. Within five (5) working days of the receipt of the grievance at Step Three, the Superintendent will meet with the grievant and/or his/her CSEA representatives in an attempt to resolve the grievance. Within five (5) working days after this meeting the superintendent shall deliver to the grievant and the CSEA representatives the response to the grievance.

17.2.4.STEP FOUR--ADVISORY FACT-FINDING PANEL:

In the event that the grievance is not satisfactorily resolved at Step Three, the grievant may submit a request in writing to the District that the grievance be submitted to an Advisory Fact Finding Panel. The request shall be made within five (5) working days of the receipt of the response at Step Three, or the failure of the District to timely respond. The Fact Finding Panel shall operate as follows:

17.2.4.1. The panel shall be composed of three (3) members, one appointed by the grievant, one appointed by the District, and one mutually selected by the parties from the California State Mediation and Conciliation Service. The member from the State Mediation and Conciliation Service shall be the chairperson of the panel. If the parties cannot mutually agree upon a member from the State Mediation and Conciliation Service to serve as chairperson, the parties shall request a list of five mediators from the Conciliation Service. The parties shall alternately strike the name of a mediator from the list until one is left. This person will serve as chairperson of the panel. The party who strikes the first name from the list shall be selected by lot. The panel shall convene a hearing as soon as possible, preferably within ten (10) working days from the date this step was initiated, to take evidence and hear testimony from the parties

concerning the grievance. Either party may call witnesses, or present evidence on behalf of its case. The panel shall then issue its advisory decision within five (5) working days after the hearing. The Fact Finding Panel Report shall be written by the chairperson. Either party may appeal the decision of the Fact Finding Panel to the Board of Trustees, but must do so within five (5) working days from the receipt of the decision of the panel. Any costs incurred at this step will be shared jointly by the District and CSEA.

**17.2.5. STEP FIVE--GOVERNING BOARD:**

If the decision of the Fact Finding Panel at Step Four is appealed, the Board of Trustees shall conduct a hearing at a session of the Board to hear arguments on the case from the parties to the grievance. The Board of Trustees shall act as "an impartial trier of fact" at the hearing, and shall render a written decision no later than thirty (30) days following completion of the hearing. The decision of the Board of Trustees shall be the final step of the grievance procedure.

**17.3. GROUP GRIEVANCES:**

If the grievance involves employees with different supervisors, the grievance may be filed at Step Three. If the grievance involves more than one (1) employee with the same or similar problem, the grievance may be filed at Step Three.

**17.4. EMPLOYEE PROCESSED GRIEVANCES:**

An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this agreement. CSEA shall be provided copies of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review. CSEA shall be given an opportunity to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.

**17.5. GRIEVANCE RELEASE TIME:**

Any employee required by either party to participate as a witness, grievant, or a grievant's representative in the handling and processing of a grievance shall be released from regular duties without loss of pay, for up to two (2) hours per case, in addition to time required at the hearing or meetings with district representatives.

## **ARTICLE XVIII**

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### **18. SAFETY**

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**18.1. DISTRICT COMPLIANCE:**

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

**18.2. NO DISCRIMINATION:**

No employee shall in any way be discriminated against as a result of reporting any condition believed to be a violation of 18.1. Employees are obligated to report any condition or practice which they feel unsafe to their immediate supervisor immediately upon notice of discovery.

**18.3. WORKPLACE BEHAVIOR:**

The District shall provide a healthy and safe environment for classified employees free from physical hazards in the work atmosphere. The District will not tolerate abusive/bullying behavior or retaliation by any employee against another employee in compliance with the CBA, Board Policy, and/or all applicable state and federal regulations or laws.

**18.4. PROCESS FOR EMPLOYEE COMPLAINTS:**

The District shall make available "Incident Report" forms at all work locations to be used by any employee who has a complaint against any District employee. The form shall be submitted to the Superintendent who shall oversee the investigation and the procedures to be used pursuant to Administrative Rule 1312.1(a), (b).

## **ARTICLE XVIII**

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### **19. CLASSIFIED SALARY SCHEDULE**

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**19.1. CLASSIFIED SALARY SCHEDULE:**

See Appendix C and Appendix D for classified salary schedules. A "Me Too" clause that covers any increases given to any other group, i.e., management, confidential, and/or teachers is effective with the 2003-04 school year and remains ongoing. (Tentative Agreement dated April 2, 2004 and Board approved April 27, 2004.)

**19.2. LONGEVITY:**

A 3% longevity increase will be granted after the employee has reached the top of the salary schedule (Step 5) and completed 2 (two) years additional service to the district or beginning at Step 8 followed by a 2% at Step 10. Employees will be granted an additional 5% (five point zero percent) at each 4 (four) year increment (i.e., for steps 14, 18, 22) thereafter until the 26th step, at which each one year step a longevity increase of 1.0% (one point zero percent) shall be granted until the 30th (thirtieth) step (i.e., for steps 26, 27, 28, 29, 30).

19.2.1. Employees shall be advanced to the next higher step of their salary range in their classification on July 1 and each year thereafter as indicated on the schedule. Employees hired after December 31 to June 30, will receive their increments the following July (12 months plus the remaining year in which they were hired).

19.2.2. All substitute employees will be paid on the first step of the range for which they are substituting.



## ARTICLE XX

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### 20. SEVERABILITY

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20.1. SAVINGS CLAUSE:

If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provisions shall be immediately suspended and be of no effect there under so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this agreement shall not invalidate any remaining portions which shall continue in full force and effect.

20.2. REPLACEMENT FOR SEVERED PROVISION:

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## ARTICLE XXI

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### 21. NEGOTIATIONS

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21.1. COMMENCEMENT OF NEGOTIATIONS:

Not later than 120 days prior to the adoption of the final budgets for the ensuing school year, the District and CSEA shall meet and negotiate in good faith on: a) those items to be reopened pursuant to Section 21.4 of this Article for the ensuing school year; b) a successor agreement for the ensuing school year. Negotiations shall take place at mutually agreeable times and places.

21.2. RELEASED TIME FOR NEGOTIATIONS:

CSEA shall have the right to designate five (5) employees who shall be given released time to participate in negotiations. Those participating will not be paid for any time spent in negotiations after their regular work hours.

21.3. RATIFICATION OF AGREEMENT:

During the terms of this Agreement, the parties waive and relinquish the right to meet and negotiate except as provided below and elsewhere in this Agreement, and agree that they shall not be obligated to meet and negotiate with respect to any subject or matter referred to or covered in this Agreement, nor on those subjects or matters which were proposed by either party and later withdrawn. Negotiations may be reopened at any time on any section of this contract on petition of either party and with the concurrence of the second party.

21.4. COMPLETION OF MEET AND NEGOTIATE:

During the term of this Agreement, the parties waive and relinquish the right to meet and negotiate except as provided below and elsewhere in this Agreement, and agree that they

shall not be obligated to meet and negotiate with respect to any subject or matter referred to or covered in this Agreement, nor on those subjects or matters which were proposed by either party and later withdrawn. Negotiations may be reopened at any time on any section of this contract on petition of either party and with the concurrence of the second party.

## ARTICLE XXII

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### 22. DURATION

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#### 22.1. LENGTH OF AGREEMENT:

This Agreement shall become effective on July 1, 2013 and shall continue in effect to and including June 30, 2016 and from year-to-year thereafter unless alteration of amendment is requested in writing in accordance with Article 21.

#### 22.2. RE-OPENERS FOR NEGOTIATIONS:

The District and CSEA agree to re-open negotiations on the issue of wages, fringe benefits, and two (2) Articles each for the 2014-15 and 2015-16 school years.

## ARTICLE XXIII

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### 23. BUS ROUTE BIDDING

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#### 23.1. BIDDING PROCEDURE:

Drivers to bid routes annually in order of date of hire. Said bidding to occur prior to the end of the school year for the following year. The following shall be considered to be modifications to the language in the CUSD/CSEA Contract, Article 23:

23.1.1. In the event a driver cannot attend the route bidding, due to illness, emergency, or other compelling reason, they may delegate their route selection in writing to a job steward, designee, or Transportation Management. The driver will state in writing who may select a route in their absence and will indicate their choice of route. In the event prior written authorization cannot be obtained, authorization may be given by verbal discussion with the Transportation Management.

23.1.2. On or after June 1 of each school year, but not later than the last day of the school year calendar, drivers will bid on routes established by the District. Driver will be notified of the bid date ten (10) working days preceding the bid.

All route sheets shall normally contain the following information:

- a) A beginning and ending date of work year
- b) Route number
- c) Time driver reports to work (to include 20-minute check)
- d) Time the bus departs the yard
- e) All directions to and from yard, stops, and schools
- f) Identification of every bus stop
- g) Times to be at every stop
- h) Identification of all red light escort stops

- i) Schools which are served by the route
- j) Arrival time at each school
- k) Departure time from each school
- l) Time bus returns to yard
- m) Time driver is off duty (to include 20-minute check)
- n) All information required for transportation needs of special education or severely disabled student if applicable.

23.1.3. All regular drivers shall submit their bids in order of the driver's date of hire. The District shall assign these routes according to the driver's bid provided the driver is qualified to drive the equipment assigned to the route as directed by Transportation Management. The bus route will be posted on a board visible to all drivers waiting their turn to select.

23.1.4. Seniority for bus drivers only shall be considered as in order of date of hire for all contract purposes including, but not limited to, layoff, bumping, re-employment rights and route bidding. If two or more drivers have the same date of hire, then the determination shall be made by lot.

23.1.5. See Appendix G for current "Date of Hire" seniority list.

## 23.2. EXTRA WORK:

All assigned extra work above and beyond the unit member's regular-scheduled route(s), not to include extra time as a result of traffic, roadwork, or emergencies while performing their regular route(s), will be compensated at 5% above their regular hourly rate of pay up to eight hours. Overtime will be paid at the regular rate of time-and-a-half of regular base pay as provided by law. Extra assignments shall be awarded to unit members first by consideration of overtime avoidance, and then in the most time-effective fashion, and then by seniority.

23.2.1. Transportation Department extra time will be awarded to Transportation Department employees, as qualified in 23.2., above, first, and then to other employees/substitutes, but in any case in a fashion that minimizes or eliminates overtime as the first consideration.

23.2.2. The Transportation Board shall develop language and a process to ensure fair and equal distribution of transportation extra work, both overtime and straight time, which will be related to the annual cycle of the District and include consideration of seniority.

23.2.3. "The 2009-10 school year has encountered a number of students who require transportation beyond District boundaries in order to provide appropriate educational opportunities. Because these students require transportation to various locations at times all other students are being transported to and from school, the District in cooperation with CSEA, Chapter 405, is implementing/adding a car/van driver job description to the bargaining unit. This memorandum of understanding clarifies that the implementation/addition of the car/van driver position does not take the place of extra work for bus drivers, as outlined in Section 23.2 of the classified bargaining unit agreement. It merely creates another avenue by which the District can transfer students in a safe manner when bus drivers are not available to do so. If a bus driver is utilized to transport students using a van or car, they shall receive their bus driver rate of pay. The car/van driver rate of pay would be paid to those individuals hired into

the classification of car/van drivers.” Per Memorandum of Understanding between CUSD and CSEA, Chapter 405, dated December 14, 2009.

23.3. ROUTE CHANGE/HOURS ADJUSTED:

Every effort will be made by the supervisor to give the bus driver advance notice of any change in route structure of his/her route.

23.3.1.If route time is increased to special education routes due to the addition of student(s) the requirements of Article 5, Section 5.5 are waived. Additional students will be placed first on a route which has lost hours, and then by consideration of overtime avoidance, and then in the most time effective fashion, and then by seniority.

23.3.2.If a bus route package loses time after the annual selection process, it is the District’s responsibility to fill the hours until additional students, a vacancy or newly created route with the appropriate number of hours becomes available. At that time, the driver will be offered the assignment and have the right of first refusal. If the under-hour bus driver refuses the bus route package, it will be considered a voluntary reduction in hours.

## **CALAVERAS UNIFIED SCHOOL DISTRICT**

### **Negotiating Teams**

#### **For CSEA:**

**Patrick Foley, Lead**

**Larynn Newby**

**Roxane Stanphill**

**Mike Williams**

**Terri Rae Henderson, Calaveras 405 President**

**Mike Casias, CSEA Labor Representative**

#### **For District:**

**Liz Stanko. Lead**

**Tessie Reeder**

**Titia Ashby**

**Ric Stitt**

**CSEA Ratified: August 22, 2013**

**Board Approved: September 3, 2013**

**APPENDIX A**

**CSEA DUES/SERVICE FEE SCHEDULE**

<b>Annual \$ = Monthly <u>State Dues</u></b>		<b>Annual \$ = Monthly <u>State Dues</u></b>		<b>Annual \$ = Monthly <u>State Dues</u></b>	
3,000	4.50	9,000	13.50	15,000	22.50
3,500	5.25	9,500	14.25	15,500	23.25
4,000	6.00	10,000	15.00	16,000	24.00
4,500	6.75	10,500	15.75	16,500	24.75
5,000	7.50	11,000	16.50	17,000	25.50
5,500	8.25	11,500	17.20	17,500	26.25
6,000	9.00	12,000	18.00	18,000	27.00
6,500	9.75	12,500	18.75	18,500	27.75
7,000	10.50	13,000	19.50	19,000	28.50
7,500	11.25	13,500	20.25	19,500	29.25
8,000	12.00	14,000	21.00	20,000	30.00
8,500	12.75	14,500	21.75	21,500	32.25
				21,750	32.63
				24,500	36.75

The Calaveras Unified School District CSEA, Chapter 405, has a local fee of \$2.00 per month, which is added to the figures represented above. All of the dues figures above are monthly figures, deducted ten months out of the year. This dues structure, implemented in 1990, is based upon a "1.5% of annual salary" rate. The cap increases to \$36.75 for those members making \$24,500 and above on September 1, 2004. This increase was approved by the CSEA delegates at the 2003 Annual CSEA Conference.

## **APPENDIX B**

### **Vacations**

Vacation shall be accumulated on the following basis:

#### **0-174 WORKING DAYS**

For all employees regularly employed for fewer than 35 hours a week, regardless of the number of hours or days worked per week, the vacation credit shall be computed at the rate of 0.03846 for each hour the employee is in paid status, not including overtime.

Any current employee receiving vacation above the amount pursuant to this formula shall have their vacation accrual reduced in half for the school year 2010/11. For the 2011/12 school year the 0.03846 formula shall be fully implemented. In no case will an employee's accrual drop below the 0.03846 formula amount.

The formula will be adjusted pursuant to future adjustments made in Education code 45197 (c).

#### **175-195 WORKING DAYS**

1 month to 4 years of employment - 9 days of vacation

5 years through 9 years of employment - 14 days of vacation

10 years of employment and above - 14 days + 1 day per year up to 19 days

#### **196-259 WORKING DAYS**

1 month to 4 years of employment - 10 days of vacation

5 years through 9 years of employment - 15 days of vacation

10 years of employment and above - 15 days + 1 day per year up to 20 days

#### **260 WORKING DAYS**

1 month to 4 years of employment - 11 days of vacation

5 years through 9 years of employment - 16 days of vacation

10 years of employment and above - 16 days + 1 day per year up to 21 days

**CLASSIFIED SALARY SCHEDULE**

**APPENDIX C**

**CSEA  
2013-14**

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 8	STEP 10	STEP 14	STEP 18	STEP 22	STEP 26	STEP 27	STEP 28	STEP 29	STEP 30
A	\$1,655.33	\$1,738.53	\$1,825.20	\$1,917.07	\$2,012.40	\$2,073.07	\$2,114.67	\$2,220.40	\$2,331.33	\$2,447.47	\$2,568.80	\$2,594.80	\$2,620.80	\$2,646.80	\$2,674.53
	\$9.55	\$10.03	\$10.53	\$11.06	\$11.61	\$11.96	\$12.20	\$12.81	\$13.45	\$14.12	\$14.82	\$14.97	\$15.12	\$15.27	\$15.43
B	\$1,736.80	\$1,823.47	\$1,915.33	\$2,010.67	\$2,111.20	\$2,173.60	\$2,218.67	\$2,329.60	\$2,445.73	\$2,567.07	\$2,695.33	\$2,723.07	\$2,750.80	\$2,776.80	\$2,804.53
	\$10.02	\$10.52	\$11.05	\$11.60	\$12.18	\$12.54	\$12.80	\$13.44	\$14.11	\$14.81	\$15.55	\$15.71	\$15.87	\$16.02	\$16.18
C	\$1,825.20	\$1,917.07	\$2,012.40	\$2,112.93	\$2,218.67	\$2,284.53	\$2,331.33	\$2,447.47	\$2,570.53	\$2,698.80	\$2,832.27	\$2,861.73	\$2,889.47	\$2,918.93	\$2,948.40
	\$10.53	\$11.06	\$11.61	\$12.19	\$12.80	\$13.18	\$13.45	\$14.12	\$14.83	\$15.57	\$16.34	\$16.51	\$16.67	\$16.84	\$17.01
D	\$2,014.13	\$2,114.67	\$2,220.40	\$2,331.33	\$2,447.47	\$2,522.00	\$2,572.27	\$2,700.53	\$2,835.73	\$2,977.87	\$3,126.93	\$3,158.13	\$3,189.33	\$3,220.53	\$3,253.47
	\$11.62	\$12.20	\$12.81	\$13.45	\$14.12	\$14.55	\$14.84	\$15.58	\$16.36	\$17.18	\$18.04	\$18.22	\$18.40	\$18.58	\$18.77
E	\$2,154.53	\$2,262.00	\$2,374.67	\$2,494.27	\$2,619.07	\$2,697.07	\$2,750.80	\$2,889.47	\$3,033.33	\$3,185.87	\$3,343.60	\$3,378.27	\$3,411.20	\$3,445.87	\$3,480.53
	\$12.43	\$13.05	\$13.70	\$14.39	\$15.11	\$15.56	\$15.87	\$16.67	\$17.50	\$18.38	\$19.29	\$19.49	\$19.68	\$19.88	\$20.08
F	\$2,308.80	\$2,424.93	\$2,546.27	\$2,672.80	\$2,806.27	\$2,891.20	\$2,948.40	\$3,095.73	\$3,250.00	\$3,412.93	\$3,584.53	\$3,619.20	\$3,655.60	\$3,692.00	\$3,730.13
	\$13.32	\$13.99	\$14.69	\$15.42	\$16.19	\$16.68	\$17.01	\$17.86	\$18.75	\$19.69	\$20.68	\$20.88	\$21.09	\$21.30	\$21.52
G	\$2,376.40	\$2,496.00	\$2,620.80	\$2,750.80	\$2,887.73	\$2,974.40	\$3,035.07	\$3,185.87	\$3,345.33	\$3,513.47	\$3,688.53	\$3,724.93	\$3,763.07	\$3,801.20	\$3,837.60
	\$13.71	\$14.40	\$15.12	\$15.87	\$16.66	\$17.16	\$17.51	\$18.38	\$19.30	\$20.27	\$21.28	\$21.49	\$21.71	\$21.93	\$22.14
H	\$2,449.20	\$2,572.27	\$2,700.53	\$2,835.73	\$2,977.87	\$3,066.27	\$3,126.93	\$3,284.67	\$3,447.60	\$3,620.93	\$3,801.20	\$3,839.33	\$3,877.47	\$3,917.33	\$3,955.47
	\$14.13	\$14.84	\$15.58	\$16.36	\$17.18	\$17.69	\$18.04	\$18.95	\$19.89	\$20.89	\$21.93	\$22.15	\$22.37	\$22.60	\$22.82
I	\$2,608.67	\$2,738.67	\$2,875.60	\$3,019.47	\$3,170.27	\$3,265.60	\$3,331.47	\$3,497.87	\$3,672.93	\$3,856.67	\$4,049.07	\$4,088.93	\$4,130.53	\$4,172.13	\$4,213.73
	\$15.05	\$15.80	\$16.59	\$17.42	\$18.29	\$18.84	\$19.22	\$20.18	\$21.19	\$22.25	\$23.36	\$23.59	\$23.83	\$24.07	\$24.31

Monthly salary based upon 40 hours x 52 weeks divided by 12 equal pays

<b>Range A:</b>	Yard Duty	<b>Range D:</b>	Associate Pre-K Teacher Car/Van Driver Child Development Instructor	<b>Range G:</b>	Account Clerk II Bus Driver Master Gardener
<b>Range B:</b>			Food Svs. Asst. Manager Food Transport Driver		Registrar Secretary Supervising Custodian
<b>Range C:</b>	Assistant Pre-K Teacher Campus Attendance Monitor Child Development Aide Food Service III	<b>Range E:</b>	Custodian/Gardener Food Service Office Assistant Food Svs. Manager Mail Carrier Maintenance/Utility Office Assistant Special Ed. Health Aide	<b>Range H:</b>	Account Clerk I Dispatcher Driver Trainer/Bus Driver
		<b>Range F:</b>	Gardener Guidance Career Technician Media Specialist	<b>Range I:</b>	Child Development Manager Food Service Office Manager Maintenance Sanitarian Office Manager Site Pre-K Supervisor/Teacher Skilled Maintenance Skilled Mechanic Technology Support Specialist I

Board Approved: September 3, 2013

Effective: August 01, 2013



**CALAVERAS UNIFIED SCHOOL DISTRICT**

San Andreas, CA 95249

**2013-14**

**APPENDIX D**

Paraprofessional Salary Schedule

	<b>Level II</b>	<b>Level III</b>	<b>Level IV</b>	<b>Level V</b>	<b>Level VI</b>
	<i>Training Module</i>	<i>30 units/400 hrs Portfolio</i>	<i>60 units/800 hrs</i>	<i>90 units/1,250 hrs</i>	<i>BA/CBEST Sub Tchr Status</i>
<b>Step</b>		<b>and 2 yrs exp.</b>	<b>and 3 yrs exp.</b>	<b>and 4 yrs exp.</b>	<b>and 4+ yrs exp.</b>
1	\$11.80	\$12.97	\$14.14	\$15.32	\$16.49
2	\$12.39	\$13.62	\$14.85	\$16.09	\$17.31
3	\$13.01	\$14.30	\$15.59	\$16.89	\$18.18
4	\$13.66	\$15.01	\$16.37	\$17.73	\$19.09
5	\$14.34	\$15.77	\$17.19	\$18.62	\$20.04
6	\$15.06	\$16.55	\$18.05	\$19.55	\$21.05
7		\$17.38	\$18.95	\$20.53	\$22.10
8			\$19.90	\$21.56	\$23.20
9				\$22.63	\$24.36

NOTE:  
 PG 1 = 200 hours  
 PG 2 = 400 hours  
 PG 3 = 600 hours  
 PG 4 = 800 hours

Board Approved: September 3, 2013

Effective: August 01, 2013



## **APPENDIX F**

AR 4245 (a)

### **Classified\* Personnel**

#### **Professional Growth Credit**

All permanent classified\* employees are eligible to enter the Professional Growth Program. Any employee who is on a leave of absence will not be eligible to participate in the program until return to active employment, nor will future credit be granted for courses taken during that leave, as it is assumed that such effort is being made for the purpose of qualifying for a substantial advancement in position. In order to receive credit for activities under this program, the employee must be a permanent employee on active, paid status.

#### **Professional Growth Review Committee**

##### **Composition**

A Professional Growth Review Committee shall be established, composed of two employees, one classified or appointed by CSEA and Director of Personnel or Superintendent's designee. The classified members of the committee shall be appointed by CSEA. In the event of a split decision, the decision will be referred to the superintendent.

##### **Duties of the Committee**

- A. The Committee shall prepare activity lists containing representative activities for each classification of employees or groups of employees. Such lists are not to be deemed to be all inclusive, but shall serve as examples and guides only.
- B. Credit may be granted for activities, not on the approved list, when evidence is shown that benefit will accrue to the district and when approved by the Review Committee.
- C. Advanced approval may be granted by the committee at the request of the employee if there is a question of course or activity acceptance.
- D. The Committee shall evaluate all activities for professional growth credit, place unit values on all approved activities, and approve or deny all applications on an annual basis.
- E. The Committee shall recommend additional or revised regulations as necessary to the Superintendent and CSEA.
- F. Meetings of the Committee will be scheduled as needed to consider applications and growth award increments to be awarded annually.

Criteria for Awards

Professional Growth credits may be achieved through participation in any of the following categories of activity:

A. Coursework

- College and Junior College Courses
- Adult Education Courses
- Correspondence Courses (accredited)
- Trade Schools (including Business Colleges).

Credit may be earned by taking courses at universities, colleges, junior colleges, trade schools, or adult school, or through an accredited correspondence school. Such coursework may include, but are not limited to the following skill areas:

- Communication skills (speech, writing, English, Bilingual ability, and other related skills).
- Inter-personal relations skills (management, psychology, sociology, operation of an organization, and other related skills).
- Technical skills (shorthand, typing, data processing, carpentry, gardening, etc.).

It is anticipated that course work will either be related to improvement of job performance in the position occupied by the employee, or to meeting the requirements of a position to which the employee aspires.

Courses must be completed to receive credit, with a passing grade of "c" or "Pass" or better assigned. A certification of satisfactory completion, signed by the instructor, will be accepted in lieu of a grade transcript where applicable.

Credit points will be assigned as follows:

- College, junior college, or trade school courses: 2 points per semester hour, 1 1/3 points per quarter hour or continuing education unit.
- Adult education courses: 1 1/2 points per semester hour.  
(16 hours of classwork constitute the equivalent of one semester hour.)
- Correspondence school courses will be prorated according to semester hours of credit allowed for the course.

Coursework in progress at the end of one professional growth increment period may be carried over to another period if declared at the beginning of the next increment period. Coursework in progress at the time of Board adoption of these regulations will receive credit.

In Service Workshops

An In-Service Workshop is designed for an exchange of ideas, the presentation and discussion of information, and practical methods and skills for improving employee on-the-job performance.

Professional Growth Credits (con't.)

AR 4245 (a)

Credit for attendance at district approved workshops will be applied at the rate of one point for each ten hours of attendance.

Credit will be given only when the activity is at the employee's expense and on employee's own time.

Qualifying for the Awards

When an employee has completed twenty (20) approved growth points, he/she shall receive an annual "growth award" in the amount of three percent (3%) of his/her annual salary. Activities are to be completed by July 1 in order to be eligible for the growth award for that year. Notice of intention to complete award requirements shall be submitted in writing to the committee in the month of May prior to July 1 completion.

The maximum number of growth awards any employee may receive is one per year up to a total of five during the term of employment. Teacher aides working toward the instructional Aide rating will not receive professional growth credit for those activities.

In the event of a split assignment, those activities pertaining specifically to one assignment will be credited only to that assignment.

All requests for credit must be accompanied by a transcript or by proof of satisfactory completion signed by the instructor indicating the number of hours completed.

Voluntary Participation

It is hereby acknowledged that participation in the Professional Growth Awards Program is entirely voluntary on the part of the employee, and participation shall not be a requirement towards attaining any of the rights, benefits, or responsibilities accorded bargaining unit employees under the contract.

Nor shall it be construed as prohibiting application for tuition reimbursement except that employees may not apply for tuition reimbursement for coursework which is applied to Professional Growth credit.

It is the responsibility of the employee to obtain and present satisfactory evidence of completion of an activity to the Professional Growth Committee. Points may be accumulated over more than a one year period until the necessary twenty (20) are generated. Questions relating to the suitability of any activity should be referred to the Committee.

\*Includes

Confidential: payroll and secretarial positions only

January 13, 2004

**CALAVERAS UNIFIED SCHOOL DISTRICT**  
**San Andreas, California**

## **APPENDIX G**

**AR 3350 (a)**

### **Business**

#### **Travel and Reimbursement**

Except as otherwise provided by law, trustees and employees of the district shall be reimbursed for required and/or authorized expenses incurred in the performance of district business as follows:

##### **1. Travel by Privately Owned Auto**

- a. Employees shall be reimbursed at the current IRS reimbursement rate.
- b. Members of the governing board may be reimbursed for travel necessary to attend annual, regular monthly and special meetings of the governing board, board training workshops, CSBA meetings and school functions at the current IRS reimbursement rate.
- c. Employees who receive a gas allotment shall be reimbursed for travel outside of 75 miles one way (150 miles round trip) at the current IRS rate. 150 miles round trip will be deducted from the travel and the resulting mileage balance will be reimbursed.

##### **2. Travel by Commercial Means**

Actual cost: Traveler will select the lowest customary rate available for means of transportation used.

##### **3. Airport or Hotel, Bus, Taxi, Ferry or Bridge Tolls, Parking, Conference Registration and Planned Activities, baggage Handling Charges**

Actual cost.

##### **4. Automobile Rental**

Actual cost. Request for automobile rental should be justified in advance if possible. Otherwise justification should be submitted with the claim.

##### **5. Meals**

One meal will be reimbursed for employees on assigned duty 12 or more hours, up to \$25.00. For employees on overnight travel the maximum meal reimbursement is \$50 per day, which may be spread among any of the qualified meals, as long as the daily maximum of \$50 is not exceeded. Itemized receipts are required. The District does not reimburse for alcoholic beverages. (Meals that are part of scheduled conference activities will be paid for at their full cost if included in pre-registration.) The schedule for meal reimbursement is as follows:

Breakfast: \$10.00 (before 11:00 a.m.)  
Lunch: \$15.00 (11:00 a.m. to 3:00 p.m.)  
Dinner: \$25.00 (3:00 p.m. to overnight)  
Total: \$50.00

**6. Lodging**  
**3350 (b)**

**AR**

Actual cost of a single occupancy rate will be reimbursed and must be preapproved by the Business Department. The travel must be a minimum of 75 miles, one way, from employee's work site in order to be reimbursed for overnight accommodations the evening before the conference/event. If the travel is less than 75 miles, one way, from the employee's work site, the employee will not be eligible for lodging reimbursement the night before the event. They should travel the day of the event or pay for the first night's accommodations out-of-pocket. If the employee is accompanied by another person, he/she will determine and note on the receipt to single occupancy rate.

Receipts or other vouchers must be submitted with the claim in support of lodging, meals conference registration, commercial transportation, parking and automobile rental.

## **APPENDIX H**

### Calaveras Unified School District CSEA

### **Seniority Roster**

Will be sent under separate cover

Bargaining Unit Members within the borders are unit members who were hired prior to implementing date of hire for seniority.