

## TENTATIVE AGREEMENT

Between the

**Sylvan Union School District**

And the

**California School Employees Association and its**

**Sylvan Chapter #73**

**June 21, 2017**

This Agreement is made by the Parties for the Successor Agreement and resolves all issues. The Parties have met and bargained in good faith and have reached the following terms for the following Articles. Except as included below, all other terms and conditions of the Sylvan Union School District and the CSEA Sylvan Chapter #73 Collective Bargaining Agreement remain unchanged.

1. **Article 6 LEAVES** is amended as attached. Changes reflect updates in leaves available based on recent legislation. Unless otherwise required by law these changes will be in effect July 1, 2017.
2. **Article 9 HOURS OF EMPLOYMENT** is amended as attached. Clarification of overtime, extra time, and compensatory time have been made. These changes will be effective July 1, 2017.
3. **Article 10 EVALUATIONS** is amended as attached to reflect clarifications about process and to move personnel file language from Article 10 to Article 21.
4. **Article 11 SAFETY CONDITIONS** is amended as attached to reflect additional detail for recording safety concerns. This change will be implemented in the early Fall 2017.
5. **Article 13 VACATIONS** is amended as attached to correct typographical errors and to move the issuing of vacation credit annually to July 1. This change will be effective July 1, 2017.
6. **Article 14 WAGES** is amended as attached to reflect wage changes.
7. **Article 21 DISCIPLINE** is amended as attached to reflect the move of personnel file language from Article 10 to Article 21.

8. **Article 22 TRANSPORTATION DEPARTMENT** is amended as attached. Changes clarify, in particular, the process for offering extra duty opportunities. These changes will be effective July 1, 2017.
9. **Article 25 TERM OF AGREEMENT** is amended as attached to reflect a multi-year agreement.

Date: 6/21/17

For the District:



Sharon Roddick

Date: 6-21-17

For CSEA and its Chapter #73:



Sean Smith, President CSEA Chapter #73



Christopher Darling, Labor Relations Representative

## 6.0 LEAVES

### 6.1 General Policies

- 6.1.1 The District at any time may require adequate confirmation of stated reasons for leaves and false statements relating thereto shall be grounds for withholding leave benefits and possible disciplinary action.
- 6.1.2 An employee upon leave of absence may not be gainfully employed by any other employer without the prior consent of the District. Violation of this provision shall be grounds for disciplinary action.
- 6.1.3 Employees returning from leaves of absence shall provide notice of return as soon as practicable but in no event less than thirty (30) days before return.
- 6.1.4 Leaves of absence may be extended only upon approval, in writing, by the District.
- 6.1.5 An employee who fails to return to work at the expiration of approved leave and who fails to notify the District as soon as possible shall be deemed to be absent without justification and may be subject to disciplinary action.

### 6.2 Earned Sick Leave

6.2.1 Each employee accumulates one (1) day of sick day-leave per month of work for personal illness or injury. Leave will be computed and credited cumulatively to the service record of the employee at the beginning of the fiscal year. An employee must be in paid status at least one half of the work days in any month in order to accrue one day of sick leave during that month.

6.2.1.1 If an employee does not take the full amount of sick leave earned in any year under this section the amount not taken shall accumulate from year to year without limit.

6.2.1.2 Pay for any day of sick leave shall be the same as pay that would be received had the employee served during the day.

6.2.2 If employment terminates prior to the end of the school year, and the employee has exceeded his/her prorated sick leave, the amount of money equal to the pay received for unearned sick leave shall be deducted from the final warrant.

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6.2.3 Eligibility to Use Sick Leave - Sick leave may be taken at any time during the year, provided however, a new employee of a district shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service to the District.

6.2.4 Calculation of Sick Leave Entitlement - Regular or part-time employees shall be entitled to sick leave in the same ration as the regular work hours per day, days per week, or months per year of such part-time employee bears to eight (8) hours per day, forty (40) hours per week, or twelve (12) calendar months during the school year.

6.2.5 Conversion of Sick Leave to Retirement Credit - Each classified employee may convert unused sick leave to retirement credit in accordance with Government Code Section 21862.5 or its successor if the employee is filing a request for retirement.

6.2.6 Leave to Care for a Child, Parent, or Spouse – District procedures for notifying the District of an absence, and increments for use of sick leave apply to a unit member’s use of personal illness or injury leave to attend to an illness of the member’s child, parent, or spouse. A unit member shall use this leave before using the leave in Section 6.6 Personal Necessity Leave.

6.2.6.1 As used in this section:

6.2.6.1.1 “Child” means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

6.2.6.1.2 “Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

6.2.6.1.3 “Spouse” is defined according to Section 6.4.

6.2.6.2 This Section does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2) and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

### 6.3 Entitlement to Other Sick Leave

6.3.1 When an employee is absent from his/her duties on account of illness or accident for a period of five (5) months or less, whether or not the

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absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs, if a substitute is employed, shall not exceed an amount equal to the salary at Step 1 of the appropriate range.

6.3.2 Entitlement to sick leave provisions under this section, if any, shall be considered “entitlement to other sick leave” for the purposes of computing benefits if the absence is for industrial accident or illness and shall be used after entitlement to all regular sick leave, accumulated compensating time, vacation, or other available paid leave has been exhausted.

6.3.3 If an absence arises that is not associated with an illness or accident related to the employment, the employee may request in writing the use of substitute deduction status prior to the use of vacation pay after all accumulated sick leave and all accumulated compensatory time is used.

6.4. Bereavement Leave – An employee will be granted five (5) days on account of the death of a member of the immediate family with no charge to sick leave. Immediate family as used in this section means:

6.4.1 Mother, stepmother, father, stepfather, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandchild of the employee, or ~~registered domestic partner~~ spouse of the employee, and

6.4.2 Spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or step children, or a foster child, of the employee, or any relative living in the immediate household of the employee.

6.4.3 “Spouse” as used in this Agreement means a partner in marriage as defined in Family Code Section 300, including same sex partners or a registered domestic partner.

6.5. Industrial Accident and Illness Leave (Ed Code 45192)

6.5.1. The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by either the State Compensation Insurance Fund or another carrier.

6.5.2. The employee shall notify the District Office immediately when an injury or illness arising out of and in the course of employment occurs.

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6.5.3. Allowable leave for such accident or illness shall be for a period of sixty (60) working days in any one fiscal year for the same accident. ~~Such leave shall commence on the first day of absence (ED 45192).~~

~~6.5.2.~~6.5.4. Allowable leave shall not accumulate from year to year.

6.5.5. Industrial accident and illness leave shall commence on the first day of absence.

~~6.5.3.~~6.5.6. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next 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, for the same illness or injury. ~~Should the leave overlap into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.~~

~~6.5.4.~~6.5.7. The leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

~~6.5.5.~~6.5.8. During any paid leave of absence, the employee shall be paid such portion of the salary due him/her for any month in which the absence occurs, which when added to his/her temporary disability indemnity will result in a payment not to exceed his/her full salary.

~~6.5.6.~~6.5.9. While on paid industrial accident or illness leave, the employee shall endorse to the District the temporary disability indemnity checks received. The District, in turn, shall issue appropriate salary warrants and shall deduct therefrom normal retirement and other authorized contributions.

~~6.5.7.~~6.5.10. The industrial accident or illness leave of absence is to be used in lieu of sick leave entitlement acquired under Section 6.2. When entitlement to industrial accident or illness leave has been exhausted, entitlement or other sick leave will then be used, but if an employee is receiving workers' compensation the employee shall be entitled to use only so much of his or her accumulated or available sick leave, accumulated compensating time vacation or other available leave that, when added to the workers' compensation award, provide for a full day's wage or salary. ~~Upon termination of the leave, the employee shall be entitled to sick leave, and absence for such purposes shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. If the employee continues to receive temporary disability indemnity, he/she may elect to take as much accumulated sick leave which~~

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when added to temporary disability indemnity will result in payment of not more than full salary.

~~6.5.8-6.5.11.~~ Benefits-Industrial accident and illness leave provided by ~~these rules and regulations~~ this Section 6.5 shall be applicable only to employees who have served nine (9) work months and completed the initial probationary period in the District. Any employee receiving benefits under ~~these rules and regulations~~ this section 6.5 shall, during the period of illness or injury, remain within the State of California unless the District authorizes travel outside the State.

#### 6.6. Personal Necessity Leave

An employee may use up to seven (7) days of accumulated sick leave (EC 45217) in cases of personal necessity, subject to administrative approval, as follows:

- 6.6.1. Death (or serious illness) of a member of his/her immediate family when additional leave is required beyond that provided under bereavement leave. "Immediate family" is defined under Bereavement Leave, Section 6.4.
- 6.6.2. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
- 6.6.3. Appearance in any court or before an administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- 6.6.4. Death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 6.4.D. (EC 45217)
- 6.6.5. Attendance to funeral of a district employee or student who is close to a bargaining unit member.
- 6.6.6. Immediate family as used in this section is defined in Section 6.4. ~~means the mother, stepmother, father, stepfather, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandchild of the employee, or registered domestic partner spouse of the employee, and spouse, son, daughter, brother, sister, or step children, or foster child, of the employee, or any relative living in the immediate household of the employee.~~
- 6.6.7. No earned sick leave in excess of seven (7) days (~~EC 45217~~) may be used in any school year for the purposes enumerated in this section. Proof of personal necessity shall be submitted with the request for leave under this. Requests for leave shall be submitted to the District in writing as soon as possible.

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6.6.8. A classified employee may use up to three (3) days of personal necessity leave for reasons of compelling personal importance, excluding the summer cleaning black-out period. "Compelling personal importance" is defined as "no tell" days. Notice should be given to the supervisor prior to the use of this leave as follows:

6.6.8.1. The employee using the "no tell" leave provision should attempt to notify the supervisor at least forty-eight (48) hours in advance of the leave.

6.6.8.2. If the forty-eight (48) hours notification is not possible, the employee must notify the supervisor as soon as practicable of the intended leave.

#### 6.7. Pregnancy Disability and Maternity Leave

6.7.1. Pursuant to Government Codes Section 12945, a pregnant employee is entitled to an unpaid leave of up to four (4) months, as needed, for the period(s) of time the employee is actually disabled by pregnancy, as determined by her healthcare provider. An employee is required to use any accrued sick leave during an otherwise unpaid pregnancy disability leave. Other terms and conditions of a pregnancy disability leave are described in District AR 4161.8. An employee may take an unpaid leave of absence for maternity as determined by the employee and her physician subject to a mutually agreed upon date for resumption of work.

6.7.2. A pregnancy disability leave shall run concurrently with the employee's entitlement to leave under the federal Family Medical Leave Act (FMLA). At the end of the employee's period(s) of pregnancy disability leave, or at the end of four months of pregnancy disability leave, whichever occurs first, an employee eligible for California Family Rights Act (CFRA) leave or Parental Leave under Section 6.8 may take CFRA/Parental Leave of up to 12 workweeks for reason of the birth a child, if the child has been born by this date. ~~Disabilities caused by or contributed to by pregnancy, miscarriage, childbirth and recovery there from are considered temporary disabilities covered by sick leave. The date on which the employee is unable to continue to work and the date on which the employee is able to resume employment shall be verified by the employee's physician.~~

#### 6.8. Parental Leave

6.8.1 For purposes of this Section 6.8, CFRA, and District AR 4161.8, "parental leave" means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

6.8.2 Each employee may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks. An employee shall not be

provided with more than one 12-week period for parental leave during any 12-month period.

6.8.3 The 12-workweek period shall be reduced by any period of accrued sick leave, including accumulated sick leave provided by Section 6.2.1, taken during a period of parental leave. When an employee has exhausted all available sick leave and accumulated sick leave provided by Section 6.2.1 and continues to be absent on account of parental leave pursuant to the CFRA and District AR 4161.8, the amount deducted from the employee's salary during any of the remaining portion of the 12-workweek period in which the parental leave of absences occurs shall not exceed the sum that is actually paid a substitute employee employed to fill the employee's position during the employee's absence. ~~or, if no substitute employee was employed, the amount that would have been paid to a substitute had a substitute been employed. The distret shall make every reasonable effort to secure the services of a substitute employee.~~

6.8.3.1 The period of salary deduction described above for Parental Leave shall not reduce the amount of Entitlement to Other Sick Leave available under Section 6.3.1.

6.8.4 Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to CFRA and District AR 4161.8. The aggregate amoun of parental leave taken pursuant to this section, CFRA, and District AR 4161.8 shall not exceed 12 workweeks in a 12-month period.

6.8.4.1 Notwithstanding CFRA and District AR 4161.8, an employee is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leavender this Section 6.8.

6.8.5 This Section 6.8 shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the District.

~~6.8. Paternity Leave— Male employees will be allowed two (2) days leave each year without loss of pay for matters related to the birth of a child of such employee. Such leave must be taken immediately before, during, or after the child's birth and is to be deducted from earned sick leave. Request for such leave shall be submitted to the immediate supervisor.~~

6.9. Military Leave and Military Veteran's Leave – Military leave shall be allowed as required by law.

6.9.1. Military Leave – Military leave shall be granted as required by law.

6.9.2 Military Veteran's Leave

6.9.2.1 In addition to any other entitlement for leave of absence for illness or injury with pay, a classified employee hired on or after January 1, 2017, who is a military veteran with a military service-connected disability rated at 30 percent (30%) or more by the United States Department of

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Veterans Affairs shall be entitled to leave of absence for illness or injury with pay of up to 12 days for the purpose of undergoing medical treatment for his or her military service-connected disability.

6.9.2.2 Credit for leave of absence for illness or injury granted under this Section 6.9.2 shall be credited to a qualifying classified employee on the first day of employment and shall remain available for use for the following twelve (12) months of employment.

6.9.2.3 Leave of absence for illness or injury credited pursuant to this Section that is not used during the 12-month period shall not be carried over and shall be forfeited.

6.9.2.4 Submission of satisfactory proof that a leave of absence for illness or injury granted under this Section 6.9.2 is used for treatment of a military service-connected disability may be required by the District.

6.9.2.5 A classified employee, as described in Section 6.9.2.1 and employed five (5) days per week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury granted pursuant to Section 6.9.2.1 as the number of months he or she is employed in that fiscal year.

~~6.9.~~ 6.9.2.6 A classified employee, as described in Section 6.9.2.1 employed less than five (5) days per week shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury granted pursuant to Section 6.9.2.1 as the number of days he or she is employed per week bears to 5 (5). When such persons are employed for less than a full fiscal year of service, that proportion of leave of absence for illness or injury pursuant to 6.9.2.1 shall be granted.

~~6.10. Adoption Leave~~ — The District may provide up to three (3) days without loss of pay or benefits to an employee for adoption of a child. Such leave will be allowed under personal necessity and will be deducted from accumulated sick leave.

~~6.11. Parenting Leave~~ — Leave up to six (6) months without pay may be granted for child rearing after the birth or adoption of a child.

~~6.12.~~ 6.10 Jury Duty Leave

~~6.12.1.~~ 6.10.1 Employees may be absent from duty to serve as jurors or court witnesses under subpoena without loss of pay. Fees paid the employee for such service shall be endorsed to the District, but the District shall reimburse the employee for meals, mileage or parking allowances included in such check.

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~~6.12.2.~~ 6.10.2 Employees called for jury duty whose absence tends to disrupt the normal operation of the District and who wish to be excused may include a request for assistance with their notice to report for examination or for jury duty.

~~6.13.~~ 6.11 CSEA Leave – The CSEA shall be allowed five (5) days release time for each of the ~~three~~ five (~~3~~5) CSEA delegates to attend the annual state CSEA conference.

~~6.14.~~ 6.12 Wellness Leave – An employee who uses none of their sick leave in a given year (July 1 - June 30) shall be awarded one (1) additional day of pay at his/her per diem rate for that year.

~~6.15.~~ 6.13 Other Leave

6.15.1. A leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and the employee.

6.15.2. Leave without pay shall not be granted if a unit member has accumulated vacation.

~~6.16.~~ 6.14 Catastrophic Leave Bank

~~6.16.1.~~ 6.14.1 Creation:

~~6.16.1.1.~~ 6.14.1.1 \_\_\_\_\_ The CSEA and the District agree to create a Leave Bank effective July 1, 1992.

~~6.16.1.2.~~ 6.14.1.2 \_\_\_\_\_ Days in the Catastrophic Leave Bank shall accumulate from year to year.

~~6.16.1.3.~~ 6.14.1.3 \_\_\_\_\_ Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

~~6.16.1.4.~~ 6.14.1.4 \_\_\_\_\_ The Catastrophic Leave Bank shall be administered by a joint committee comprised of two (2) members appointed by the CSEA and two (2) members appointed by the District.

~~6.16.2.~~ 6.14.2 Eligibility and Contribution: All classified employees on active duty with the District are eligible to contribute to the Catastrophic Leave Bank. Participation is voluntary, but requires contribution to the Bank. Enrollment in the American Fidelity Disability Insurance plan or a comparable insurance plan offered by the district is a prerequisite for participation in the Catastrophic Leave Bank. The contribution, on the appropriate form, must be authorized by the classified employee.

~~6.16.2.1.~~ 6.14.2.1 Cancellation occurs automatically whenever a classified employee fails to make his/her annual assessment. Cancellation, on the proper form, may be effected at any time and the classified employee shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.

~~6.16.2.2.~~ 6.14.2.2 Contributions shall initially be made on or before November 1, 1992 for the 1992/1993 school year. Classified employees returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new classified employees and those classified employees returning from leave.

~~6.16.2.3.~~ 6.14.2.3 The Joint Committee may require, at any time, an additional day of contribution of participants if the number of days in the Bank falls below a level to be determined by the Committee. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Leave Bank participant has no remaining sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Catastrophic Leave Bank.

~~6.16.3.~~ 6.14.3 Withdrawal from the Bank:

~~6.16.3.1.~~ 6.14.3.1 Catastrophic Leave Bank participants, whose sick leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as an illness or injury that is expected to incapacitate the employee.

~~6.16.3.2.~~ 6.14.3.2 Participants must use all sick leave (but, not differential leave), as defined in Article 6.2, available to them before eligible for a withdrawal from the Bank.

~~6.16.3.3.~~ 6.14.3.3 Participants who have exhausted sick leave, but still have differential leave available, are eligible for a withdrawal from the Catastrophic Leave Bank. The District shall pay the participant full pay and the Bank shall be charged at the appropriate proration.

~~6.16.3.4.~~ 6.14.3.4 The first ten (10) duty days of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay the first time said participant qualifies for a withdrawal draw from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) duty days for any unrelated catastrophic illness must be covered by the participant's own sick leave, differential leave, or leave without pay.

~~6.16.3.5.~~ 6.14.3.5 If a participant is incapacitated, applications may be submitted to the Committee by the participant's representative or member of the participant's family.

~~6.16.3.6.~~ 6.14.3.6 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed one hundred (100) duty days.

~~6.16.3.7.~~ 6.14.3.7 Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. A participant's withdrawal may not exceed one hundred (100) duty days.

~~6.16.3.8.~~ 6.14.3.8 If a participant has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The Committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in Paragraph 6.16.3.9 below.

~~6.16.3.9.~~ 6.14.3.9 Leave from the Bank may not be used for illness or disability which qualify the participant for Workers' Compensation benefits unless the participant has exhausted all Industrial Illness and Accidental Leave, his/her own sick leave, and provided further that the member signs over any Workers' Compensation checks for temporary benefits to the District. If there are any Workers' Compensation checks signed over to the Board, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Workers' Compensation payment equivalent to a regular day of pay at the negotiated rate for that participant. If the District challenges the Workers' Compensation claim, the participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the District.

~~6.16.3.10.~~ 6.14.3.10 Employees may not receive Catastrophic Leave if they are also eligible for disability insurance benefits. When the Committee may reasonably presume that the applicant for a draw may be eligible for a Disability Insurance Benefit, Disability Retirement under PERS, or Social Security, the Committee may request that the draw applicant apply for disability or retirement and deny the request of Catastrophic Leave. Failure of the draw applicant to submit a complete application, including medical information provided by the

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applicant's physician, within twenty (21) calendar days will disqualify draw applicant from further Catastrophic Leave Bank payments. Any requests for additional medical information from PERS or Social Security shall be submitted within ten (10) days or the participant's entitlement to Catastrophic Leave Bank payments shall cease. If denied benefits by PERS or Social Security, the applicant must appeal or entitlement to the Catastrophic Leave Bank shall cease.

~~6.16.3.11.~~ 6.14.3.11 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.

~~6.16.3.12.~~ 6.14.3.12 Withdrawals shall become effective immediately upon the exhaustion of sick leave and the waiting periods provided for in Article 16.6.3.4. For example, if a participant contributed when first eligible to contribute (Paragraph 6.16.2.2) and had ten (10) days of accumulated sick leave when the illness began Article 16.6.3.4, he/she shall begin withdrawing upon the eleventh (11<sup>th</sup>) duty day, if otherwise eligible. If the participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the sixteenth (16<sup>th</sup>) duty day. If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing on the eleventh (11<sup>th</sup>) duty day.

~~6.16.3.13.~~ 6.14.3.13 Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or is terminated may, within thirty (30) days of denial, grieve the denial, non-renewal or termination. The participant shall be deemed the grievant; the Committee shall be deemed the District. All other provisions of the grievance procedure (Article 8) shall be interpreted in light of this. The CSEA shall provide representation to a grieving participant, upon their request. If the participant's incapacitation does not allow participation in this appeal process, the participant's representative or member of the family may process the grievance.

~~6.16.4.~~ 6.14.4 Administration of the Bank:

~~6.16.4.1.~~ 6.14.4.1 The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the participants and to the District.

~~6.16.4.2.~~ 6.14.4.2 The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.

~~6.16.4.3.~~ 6.14.4.3 Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.

~~6.16.4.4.~~ 6.14.4.4 The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.

~~6.16.4.5.~~ 6.14.4.5 By November 1<sup>st</sup> of each school year, the District shall notify the Committee of the following:

~~6.16.4.5.1.~~ 6.14.4.5.1 The total number of accumulated days in the Bank on June 30<sup>th</sup> of the previous school year

~~6.16.4.5.2.~~ 6.14.4.5.2 The number of days contributed by classified employees for the current year.

~~6.16.4.5.3.~~ 6.14.4.5.3 The names of participating classified employees.

~~6.16.4.5.4.~~ 6.14.4.5.4 The total number of days available in the Bank.

~~6.16.4.6.~~ 6.14.4.5.5 By the tenth (10<sup>th</sup>) day of each calendar month, the District shall notify the Committee of the following:

~~6.16.4.6.1.~~ 6.14.4.5.6 The names of any additional classified employees who have joined in accordance with Article 6.16.2.

~~6.16.4.6.2.~~ 6.14.4.5.7 The total number of days in the Bank at the beginning of the previous month.

6.14.4.5.8 The total number of days remaining in the Bank on the last day of the month.

8. 9 HOURS OF EMPLOYMENT

9.1. The regular workweek of a full-time member shall be forty (40) hours, and the regular workday shall be eight (8) hours, exclusive of duty-free meal period of no less than thirty (30) minutes as assigned by the District. Classified employees working less than thirty-five (35) hours a week on a regular basis are not full-time whether they are eligible for any benefits accruing to full-time members.

9.2. The regular workweek of full-time night custodians shall be thirty-seven and a half (37-½) hours and the regular workday shall be seven and a half (7 ½) hours, exclusive of a duty-free meal period of no less than thirty (30) minutes as assigned by the District. When assigned to day shift for more than twenty (21) days custodians' workweek shall be forty (40) hours and the workday shall be eight (8) hours.

9.3. Custodian shifts will be standard in the District as follows unless approved by the Principal and Supervisor of Maintenance and Operations:

- 6:30 a.m. to 3:00 p.m.
- 2:30 p.m. to 10:30 p.m.

9.3.1. Changes in shifts of thirty (30) minutes or less may be made by the District with prior written notice to the President of CSEA. Additional flexibility in shift hours shall be allowed for ~~track change days~~ only site/department/District needs.

9.3.2. It is understood that K-5 schools will have only one custodian (head) on the day shift.

~~9.4 Notwithstanding Articles 9.1 and 9.2, the workweek for any classified employee having an average workday of four (4) hours or more during the workweek on a regular basis shall consist of five (5) consecutive working days. Such a unit member shall be compensated for any work required to be performed on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day at the rate equal to one and one-half (1 ½) times the employee's regular rate of pay.~~

9.4. Extra Time

9.4.1. For employees who have a normal work day of less than seven (7) hours and a normal workweek of less than thirty-five (35) hours, "extra time" refers to hours actually worked over and above an employee's normal workday, but fewer than eight (8) hours. "Extra time" also refers to hours actually worked over and above the employee's normal workweek, but fewer than forty (40) hours. For the purpose of calculating extra time 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 not be considered as time worked by the employee.

9.4.2. Prior Authorization Required – Except in emergencies, employees shall not work "extra time" without prior authorization of the immediate supervisor,

9.4.9.4.3. Compensation for Authorized Extra Time – Extra time shall be compensated at the employee’s normal rate of pay (straight time). An employee may elect to receive equivalent compensating time off in lieu of cash compensation for extra time. An employee’s election to receive compensating time off must be submitted to the immediate supervisor within two (2) workdays following the extra time worked.

~~9.5. A classified employee having an average workday of less than four (4) hours during a workweek on a regular basis shall, for any work required to be performed on the seventh (7<sup>th</sup>) day following commencement of his/her workweek, be compensated at a rate equal to one and one-half (1 ½) times the regular rate of pay.~~

9.5. Overtime

9.5.1. Overtime Defined – Overtime is any time worked in excess of eight (8) hours in any one workday or forty (40) hours in a workweek. For the purpose of calculating overtime worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee.

9.5.2. Prior authorization required – Except in emergencies, employees shall not work overtime without prior authorization of the immediate supervisor.

9.5.3. Compensation for Authorized Overtime – the District will provide compensation or compensatory time off at the rate equal to one and one-half (1 ½) times the regular rate of pay for authorized overtime. An employee may elect to receive compensating time off at the rate of time and one-half in lieu of cash compensation for overtime. An employee’s election to receive compensating time off must be submitted to the immediate supervisor within two (2) workdays following the overtime worked.

9.5.4. Assignment of Overtime Work

9.5.4.1. District authorized overtime work shall be assigned in seniority order, on a rotating basis, to employees in the same classification who, in the estimation of the District, possess the required skills, talents, and/or training for the specific overtime work needed.

9.5.4.1.1. Rotation lists shall be established annually, on July 1, and updated as needed during the year to reflect current staffing.

9.5.4.1.2. Employees who accept an overtime work assignment and are then unable to fulfill it, for any reason, shall forfeit their turn until the next rotation.

9.5.4.1.3. Employees who decline an overtime work assignment shall forfeit their turn until the next rotation.

9.5.4.1.4. Any employee shall have the right to turn down any offer or request for overtime or callback, on call, or call-in time, unless emergency circumstances exist as determined by the supervisor.

9.5.5. Part-time employees – Notwithstanding Section 9.1 and 9.2, the workweek for an employee having an average workday of four (4) hours or more during the workweek on a regular basis shall consist of five (5) consecutive working days. An employee having an average workday of four (4) hours or more during the workweek shall be compensated at the overtime rate for any work required to be performed on the sixth or seventh day following commencement of the employee's workweek. An employee having an average workday of less than four (4) hours during the workweek shall be compensated at the overtime rate for any work required to be performed on the seventh day following commencement of the employee's workweek.

## 9.6 Compensatory Time Off

9.6.1 Compensatory time off earned pursuant to Section 9.4 and Section 9.5 above is normally taken within twelve (12) calendar months following the month in which the overtime or extra time was worked. A maximum of forty (40) hours may be carried forward to the next fiscal year, and any balance in excess of forty (40) hours shall be paid to the employee. Compensatory time off balance carried forward from the prior fiscal year shall be used by October 1 of the following year or paid to the employee.

9.6.2 Using earned compensatory time off shall be scheduled with the employee's immediate supervisor in a manner that will not disrupt District services.

9.6.3 Upon separation from employment, compensatory time off accrued and unused shall be paid at the employee's regular rate of pay.

## 9.7 Work on Holidays

9.6. When classified employees are required to work on paid holidays, they shall be paid compensation or given compensatory time off for such work, in addition to regular pay received for the holiday at the rate of time and one-half the regular rate of pay. The affected bargaining unit member shall have the option to elect to take compensatory time off in lieu of cash compensation.

~~9.7. A classified employee shall have the option to elect to take compensatory time off in lieu of cash compensation for hours worked beyond the scope of the contracted time. Such election shall be submitted in writing to the immediate supervisor within two (2) workdays following the overtime worked. Compensatory time shall be earned in accordance with Section 9.4.~~

~~9.7.1. Compensatory time off may be carried forward to the next fiscal year in the amount of not more than forty (40) earned hours. Any balance in excess of forty (40) hours shall be paid to the employee.~~

~~9.7.2. Compensatory time off balance carried forward from the prior fiscal year must be consumed by October 1 of the following year or paid to the employee.~~

~~9.7.3. Upon separation from employment, compensatory time off accrued and unused shall be paid at the employee's regular per diem rate.~~

~~9.7.4. Compensatory time off cannot be earned while an employee is off on vacation, sick leave, or any other leave.~~

~~9.8. Overtime / Extra Time / Compensatory time~~

~~9.8.1. District authorized overtime time shall be assigned to employees within a classification on a rotating basis so that all employees in the same classification, who, in the estimation of the District, possess the required skills, talents and/or training for the specific job(s) in question, shall have worked, or been offered the opportunity to work, substantially equal amounts of overtime/extra time during each fiscal year. A classification, for overtime purposes, shall be defined as a unit of employees working for the same supervisor at the same site.~~

~~9.8.2. Any employee shall have the right to turn down any offer or request for overtime or callback, on call, or call in time, unless emergency circumstances exist as determined by the supervisor.~~

~~9.8.3. The District will provide compensation or compensatory time off at a rate equal to one and one half (1 ½) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime. Overtime is any time required to be worked in excess of eight (8) hours in any one work day or any time in excess of forty (40) hours in any calendar week. "Extra time" refers to hours over and above an employee's regular contractual workday. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the classified employee. The designation, authorization and allocation of any overtime/extra time work beyond the scope of the contracted time of each classified employee shall rest solely with the District and must be pre-approved by the immediate supervisor except in cases of emergency.~~

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~~9.8.4. 9.8~~ The District will compensate employees for the actual time incurred to complete mandatory drug testing. Time incurred beyond an 8-hour work day will be compensated at the overtime rate.

~~9.9.~~ Limited Term Contracts

~~9.9.1.~~ When the District faces the need to place an instructional paraprofessional with a student of special needs, but the duration of that need is either unclear or known to be of a short duration, the District may hire that employee under a limited term contract.

~~9.9.2.~~ Limited Term Contracts may not exceed seventy five (75) student days within one fiscal/school year (July 1 through the following June 30).

~~9.9.3.~~ Employees hired under this provision will be compensated at a rate equal to step 1 of the same CSEA salary schedule range as that of Instructional Paraprofessionals for Learning/Severely Handicapped Students.

~~9.9.4.~~ Benefits will be provided to employees on a Limited Term Contract.

~~9.9.5.~~ Sick leave and vacation will not be provided to employees on a Limited Term Contract.

~~9.9.6.~~ When the employee is retained beyond the number of days specified in their Limited Term Contract, they will be placed on a "regular" contract and become subject to rights and responsibilities of the CSEA/SUSD labor agreement.

~~9.9.7.~~ Employees who serve the District under multiple Limited Term Contracts during the course of one calendar year of an earlier agreement's start date, will be awarded service credit for the number of days worked in the first agreement(s) that falls within that time frame.

~~9.9.8.~~ Total number of worked days of multiple Limited Term Contracts that fall within the one year window (from the start date of a previous Limited Term Contract agreement[s]) will accrue toward the seventy five (75) day limit.

~~9.9.9.9.5.6.~~ While on a Limited Term Contract, an employee is to be evaluated as if they are a probationary employee.

~~9.10.~~ 9.10 Summer School Assignments

~~9.10.1.~~ 9.10.1 Instructional paraprofessionals shall have first right of refusal for summer school to assist the students they assist during the regular school year.

~~9.10.2.~~ 9.10.2 When it is necessary to assign employees not regularly assigned during summer school, such assignment shall be made based upon classification.

~~9.10.3.~~ 9.10.3 If more than one (1) employee in a classification applies for summer work, the most senior employee will be assigned.

~~9.10.4.~~ 9.10.4 An employee assigned to work during the summer recess period in his/her normal classification, shall receive, on a pro-rata basis, no less than the compensation and benefits applicable to that classification during the academic school year.

~~9.10.5.~~ 9.10.5 An employee assigned to work during the summer recess period in a classification other than his/her normal classification shall receive Step I of the appropriate salary range of the classification in which the summer work is assigned (EC 45210).

~~9.11.~~ 9.11 Saturday School Assignments - Saturday School assignments shall be posted for classified employees having related job experience as follows:

~~9.11.1.~~ 9.11.1 For the appropriate classification at the participating site;

~~9.11.2.~~ 9.11.2 For other classifications at the designated site;

~~9.11.3.~~ 9.11.3 For the appropriate classification at other similar work sites;

~~9.11.4.~~ 9.11.4 For other classifications at other similar work sites;

~~9.11.5.~~ 9.11.5 For the appropriate classification district-wide; and

~~9.11.6.~~ 9.11.6 For all other classification district-wide.

~~9.12.~~ 9.12 Additional Saturday School Assignment Criteria - In order to qualify for such (Saturday School) assignments, all classified employees shall have the opportunity to be considered for positions based first upon the above criteria and then by:

~~9.12.1.~~ 9.12.1 Seniority within their classification;

~~9.12.2.~~ 9.12.2 Availability of the employee; and

~~9.12.3.~~ 9.12.3 The needs of the program.

~~9.13.~~ 9.13 Distribution of Summer and Saturday School Assignments - Summer and Saturday School Assignments shall be distributed and rotated as equitably as practical among all selected and qualified employees.

~~9.14.~~ 9.14 Rest Periods

~~9.14.1.~~ 9.14.1 All classified employees shall be granted rest periods of fifteen (15) minutes per four (4) hours worked.

~~9.14.2.~~ 9.14.2 Specific periods may be designated when the operations of the District require someone to be continually present at a classified employee's work site.

~~9.14.3.~~ 9.14.3 Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the classified employee.

~~9.14.4.~~ 9.14.4.Lunchroom and restroom facilities are provided on or near each work site.

9.15 Lunch Periods – All classified employees covered by this Agreement shall be entitled to an uninterrupted, non-compensated lunch period after the classified employee has been on duty for more than five (5) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for classified employees at or about the midpoint of each work shift.

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9. 10 EVALUATION PROCEDURES

10.1. New employees shall be evaluated at least twice during a nine-work month probationary period. Current employees who have a change of classification shall be evaluated at least twice during a nine (9) month probationary period. In the event the employee fails to successfully complete the probationary period, he/she shall be returned to his/her former classification.

10.2. Employees shall be evaluated at least every two (2) years when they have a minimum of two (2) consecutive overall "meets or exceeds standards" evaluation rating. Failure to evaluate a permanent employee prior to ten (10) days before their last scheduled day of work according to the employee's work calendar shall deem the employee meets standards of evaluation.

10.3. The chief responsibility for formal employee evaluation shall be that of the immediate supervisor.

~~10.3.10.4.~~

~~10.4.—Each employee shall be given notice a minimum of twenty-four (24) hours (unless waived by the employee) and a copy of the completed evaluation form prior to meeting with his/her supervisor to review the evaluation. Employees will be requested to place their signature on the report, but such signature shall not be construed to signify agreement with the evaluation report. In the event that an employee is absent on the scheduled meeting day, does not attend the meeting, or refuses to sign an evaluation report, the report shall be sent by registered mail to the employee. The employee may submit a written response to the evaluation and the response shall be included with the evaluation in their personnel file. with the notification that the employee has an opportunity to respond in writing.~~

~~10.5.—Information of a derogatory nature shall not be entered or filed unless and until the employee has been given fifteen (15) calendar days notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his/her own comments. The review and attachment of employee response, if any, shall take place during normal business hours, and the employee shall be released from duty for that purpose without salary reduction. (EC Section 44031)~~

~~10.6.—Subject to reasonable regulation, an employee shall have the right 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 that were obtained prior to the employment of the employee involved.~~

10.5 Correcting Deficiencies – If there are any deficiencies noted by the evaluation, the employee shall be informed of how he/she can be expected to improve performance to an acceptable standard for the position, and offered assistance.

The written improvement plan, with a specific time frame, shall be developed by the supervisor, with input from the employee.

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11. SAFETY CONDITIONS OF EMPLOYMENT

- 11.1. The District shall meet all safety requirements imposed by the State and Federal laws and/or regulations.
- 11.2. No employee shall be, in any way, discriminated against as a result of reporting (in writing) or processing any allegation of any State and/or Federal safety violation.
- 11.3. An employee who observes a working condition deemed unsafe by the employee, or which ~~reasonable~~ reasonably would be so deemed, shall file a report of such condition including such grounds for believing or alleging it unsafe to his/her immediate supervisor as soon as possible. The District shall consider such report promptly, and if the condition is found to be unsafe, shall correct it as soon as possible.
- 11.4. Employees shall not be required to provide their own personal tools, equipment or supplies.
- 11.5. The District Injury and Safety Committee shall include the membership of a classified employee.



13. VACATIONS

13.1. Unit members shall earn annual vacation according to the following schedule:  
(Duration of vacation days is the same as days worked by the employee.)

0-5 years of service                      12 month employees who work eight hours a day shall be entitled to ten (10) days of vacation per year. Employees who work less than 12 months/8hours per day - vacation days will be prorated. 10 month employees vacation accrument shall be included in contract pay. Exceptions shall be made for ten (10) month employees working beyond student contact days.

|                      56-10 years or service                      12 month employees who work eight hours a day shall be entitled to fifteen (15) days of vacation per year. Employees who work less than 12 months/8hours per day - vacation days will be prorated. 10 month employees vacation accrument shall be included in contract pay. Exceptions shall be made for ten (10) month employees working beyond student contact days.

|                      ~~10~~ 11+ years of service                      12 month employees who work eight hours a day shall be entitled to a maximum of ~~twenty-one (21)~~ 20 days of vacation per year. Employees who work less than 12 months/8hours per day - vacation days will be prorated. 10 month employees vacation accrument shall be included in contract pay. Exceptions shall be made for ten (10) month employees working beyond student contact days.

13.2. A new employee to the classified service shall not be eligible to take more than five (5) days, or the proportionate amount to which entitled, until the first day of the calendar month after completion of six (6) months continuous service with the District. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. A vacation may be granted during the probationary period only under certain circumstances and upon approval of the District.

13.3. Except by mutual agreement between the employee and the District, all vacation days earned must be taken by the end of the fiscal year following the fiscal year of

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accrual. An employee not permitted to take vacation during the time limits set forth above shall have the option of carrying over the vacation time until the following fiscal year or being paid in cash.

13.4. Classified employees who accrue vacation days must submit a work year calendar within 10 work days of their first day of service of any school year. That calendar must include the placement of all vacation days that would otherwise be excessive by the end of the current school year.

~~13.4.~~13.4.1. Vacation must be scheduled in advance at times convenient to the District, but the employee preferences will be honored insofar as practical. Requests for vacation must be made in writing and approved by the District.

13.5. A holiday falling within a prescribed vacation period shall be deemed a holiday and not chargeable as vacation.

~~13.6. Vacation must be scheduled in advance at times convenient to the District, but the employee preferences will be honored insofar as practical. Requests for vacation must be made in writing and approved by the District.~~

~~13.7.~~13.6. Unless otherwise mutually agreed, all employees scheduled to work less than twelve (12) months shall take earned vacation when school is not in session.

~~13.8.~~13.7. Pay for vacation days shall be the same as that which the employee would have received had he/she been in a working status.

~~13.9.~~13.8. If there is no conflict with the needs of the District, seniority shall prevail when two (2) or more employees deliver their request at the same time for the same time period of vacation. However, once a vacation request has been approved, it shall not be revoked even when a more senior employee subsequently applies for the same vacation period. Vacation time may be taken within the fiscal year in which earned by mutual agreement between the employee and the District.

~~13.10.~~13.9. Employees in paid status at least one-half (1/2) the working days of the month receive vacation credit for that month.

~~13.11.~~13.10. The District shall deduct any vacation taken but not earned from the final pay warrant. Subject to the employee's obligations to the District, the employee shall be entitled to any unused vacation time upon termination.

~~13.12.~~13.11. Anniversary datesThe beginning of the fiscal year (July 1) shall be used as the basis for issuing computing vacation credit. In years that accrual rates change . (i.e. year 6 and year 11) vacation credit will be prorated to align with anniversary date as related to the fiscal year.

| 13.13.13.12. Roll Overs and Pay Offs

| 13.13.1.13.12.1. Classified employees moving from one year-round position to another year-round position, will have their accumulated vacation days rolled over into the new position.

| 13.13.2.13.12.2. Classified employees moving from a year-round position to a traditional 10-month position will be eligible for a vacation pay-off.

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14. WAGES

The ~~2014-2015-2016-2017~~ classified unit salary schedule will be improved by 52% over the ~~2013-2015-2014-2016~~ schedule. Wage increases will be granted retroactively to July 1, ~~2014~~2016. A 1% one-time bonus for 2016-17 will also be issued.

14.1. Earned Steps - Classified employees initially employed less than six (6) months prior to July 1 following the date of initial employment shall be advanced to the next higher step of the salary range in their classification on the first (1<sup>st</sup>) day of July following the completion of their first year of employment and each year thereafter, provided that they have been in paid status 75% of the required workdays.

14.2. Step Movement

14.2.1. Newly hired classified employees whose first day of employment is prior to January 1<sup>st</sup> shall be advanced to the next higher step on the subsequent July 1<sup>st</sup>.

14.2.2. Continuing employees will advance to the next higher salary step each July 1<sup>st</sup>, provided they have been in paid status 75% of the required workdays of the prior work year in their current classification.

14.3. Mileage, Meals, and Lodging - Authorized use of a personal vehicle for school district business, when assigned to multiple sites on a daily basis, shall be reimbursed for mileage at the rate established by the District. When an employee's mileage between multiple sites is defined, the employee will complete mileage documentation for reimbursement. In the case where mileage is undefined the employee shall receive a stipend. Such use requires prior approval of the District. Expenses for meals and lodging incurred while on approved District business shall be reimbursed at the rate established by the District.

14.4. Longevity Increments

14.4.1. Classified employees with ten (10) years of service, will receive up to ~~seventy-five~~ eighty dollars (~~\$75~~\$80) per month of paid status, or

14.4.2. Classified employees with fifteen (15) years of service, will receive up to one hundred ~~five~~ dollars (~~\$100~~\$105) per month of paid status, or

14.4.3. Classified employees with twenty (20) years of service, will receive up to one hundred ~~twenty-five~~ thirty dollars (~~\$125~~\$130) per month of paid status, or

14.4.4. Classified employees with twenty-five (25) years of service, will receive up to one hundred ~~fifty-five~~ dollars (~~\$150~~\$155) per month of paid status.

14.4.5. The District agrees to pay monthly longevity on monthly pay warrants as calculated below:

14.4.5.1. The total number of hours for a full-time (12-month) employee is 2180 hours. That number, divided by 12 (months), yields an average of 173.33 work hours per month. The monthly longevity stipend is divided by 173.33 to get the stipend amount on an hourly basis. Finally, that hourly stipend amount is multiplied by the total annual number of hours for any qualifying employee to get that employee's prorated annual longevity stipend.

14.4.6. Full time, as it relates to this article and section, is defined as 12-month / 8-hour employees who are on payroll every available workday of the week/month/year.

14.4.7. "Paid status" shall be defined as time during which the classified employee works, or is excused from work because of holidays, sick leave, vacations, compensated time off, or other paid leaves of absence. Longevity payments for part-time employees shall be prorated.

- 14.5. Promotion - Upon being promoted, an employee shall be placed on the step of the salary range of the new position, which is at least five percent (5%) higher than the salary the employee was receiving prior to being promoted.
- 14.6. Emergency Response Calls - When an off-duty classified employee responds to an alarm call, he/she is guaranteed a minimum of two (2) hours of credit at double compensation. This is true even if the employee is only there for less than one (1) or two (2) hours. If the employee is at the site for more than two hours, the employee will be compensated for time and a half for all additional time beyond the initial two hours. An employee may take this as compensatory time or compensatory pay.
- 14.7. Payroll Frequency - All employees in the bargaining unit shall be paid twelve (12) equal payments per year. Those payments shall be made once per month, payable on or before the last working day of the month in accordance with the Stanislaus County Department of Education policies.
- 14.8. Payroll Errors - Payroll errors shall be corrected and appropriate supplemental checks issued within five (5) working days following the determination that an error has occurred.
- 14.9. Repayment of Overpayment - In the event that an employee has been incorrectly compensated (over paid), repayment shall be as follows;
- 14.9.1. A written agreement, signed by the District, shall specify the total amount of over-payment.



14.9.2. The monthly repayment amount shall be a reasonable amount that will not cause an undue hardship to the employee.

14.9.3. No interest shall be levied against the employee on total amount due or on any outstanding amount due upon initiation of the repayment plan.

14.9.4. Upon completion of the repayment, the District shall issue to the employee a written notice stating that the repayment has been completed and no further monies shall be due from the employee.

14.10. Working Out of Class - An employee may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification. It will reflect a five percent (5%) pay difference.

14.11. Stipends for Outdoor Education Service

14.11.1. Classified employees will not be asked to serve in the capacity of counselors;

14.11.2. Classified employees may be offered the opportunity to serve as learning assistant paraprofessionals with students of special needs as per the student's IEP;

14.11.3. Classified employees who are asked and voluntarily agree to serve in this capacity will be compensated with their normal day's wages plus a stipend of 21 times the hourly rate, ~~and~~ For example  $21 \times \$34.54 = \$725.34$  (the 2016-17 certificated hourly rate is \$34.54).

14.11.3.

14.11.4. Classified employees who are asked to serve as described in 14.11.2 above and voluntarily agree to sleep in the student dormitory (as per the student's IEP) will be compensated with their normal day's wages plus a stipend of 30 times the hourly rate. The "hourly rate", as used in this section is based on that rate of the current certificated hourly salary schedule. ~~For example,  $21 \times \$29.30 = \$586.00$  (the 2006-2007 hourly rate is \$29.30).~~ For example,  $30 \times \$34.54 = \$1,036.20$  (the 2016-17 certificated hourly rate is \$34.54).

14.11.5. Offers of participation in this program will be first offered to the paraprofessionals who are currently assigned to work with that student. If that paraprofessional declines, the offer may be extended to other classified employees of that job classification at the same site. If no

such employees at the site accept the offer, it may be extended to other such employees throughout the District.

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## 21. DISCIPLINE

- 21.1. Probationary Employee - At any time during the probationary period the Governing Board may terminate the employment of a probationary employee. The employee shall not be entitled to a hearing. Written notice of such action shall be served on the employee either by personal delivery or by mailing such notice to the employee at his/her last address of record in the District Office. The notice shall be so served prior to the expiration of the probationary period.
- 21.2. Permanent Employees - (Remainder of Article applies to permanent employees only)
- 21.2.1. Discipline shall be imposed on permanent employees in the bargaining unit only for just cause. Disciplinary action includes any action, other than layoff, which deprives any employee in the bargaining unit of any classification or any incident of any classification in which the employee has permanence including dismissal, demotion, suspension or any reassignment without the employee's voluntary consent (except as authorized in this Agreement).
- 21.2.2. No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years of becoming permanent, not for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed and that the employee shall have disclosed the facts of the District.
- 21.2.3. In accordance to the concept of progressive discipline, counseling and an opportunity for improvement shall typically precede disciplinary action. In particular, this concept shall not apply in cases involving gross misconduct.
- 21.3. Cause - Each of the following constitutes cause for disciplinary action against a permanent classified employee:
- 21.3.1. Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, loyalty oaths, time sheets or cards, absence forms or any other District records.
- 21.3.2. Incompetency or inefficiency in performance of the duties of his/her position.
- 21.3.3. Inexcusable neglect of duty.

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- 21.3.4. Abandonment of position. Five (5) workdays of continuous absence without leave shall be deemed abandonment and shall result in termination as a voluntary resignation. This shall not require further District action; however, the employee shall, if requested, be provided the opportunity to demonstrate good cause to excuse his/her absence.
- 21.3.5. Repeated and/or unauthorized absenteeism and/or tardiness, including abuse of illness or other leave provisions.
- 21.3.6. Commission of an act involving moral turpitude or any act involving child abuse as defined in applicable Penal Code sections including section 11166(b).
- 21.3.7. Conviction of either a felony or conviction of any sex or substance abuse offense made relevant by provisions of the Education Code. A plea of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this paragraph.
- 21.3.8. An act of insubordination. This shall include, but is not limited to, refusal or other failure to either comply with a direct order and/or to perform regular or other assigned work and/or refusal to cooperate fully.
- 21.3.9. While on duty: either used, sold/furnished, or was under the influence of, or unlawfully possessed any controlled substance (as defined in Health and Safety Code section 11007).
- 21.3.10. Consumption of an alcoholic beverage or a controlled substance of any kind, while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her. Nor shall an employee carry an alcoholic beverage, or controlled substance of any kind, into a District facility or onto a District property. The District may order testing of employees at any time when reasonable suspicion of violation of this clause is noted by a trained District employee.
- 21.3.11. It shall be a violation of the District policy for any employee required to operate a motor vehicle or other dangerous equipment to use prescription or nonprescription drugs during the time period beginning eight (8) hours before the onset of work shift and continuing uninterrupted through the completion of the work shift, if such drug might impair the safe and efficient operation of equipment and/or vehicle. It shall be a violation of the applicable rule(s) for any affected District employee to fail to notify his or her supervisor orally or in writing before beginning any work shift that he or she has used, during the time period specified above, any prescription or nonprescription drugs which contain a warning label on the bottle or package that use of

the drug may induce dizziness, sleepiness, drowsiness or might impair the user's ability to operate a motor vehicle or dangerous machinery.

- 21.3.12. Knowingly provided, in a verbal or written manner, information required by law to be confidential to an unauthorized person or persons.
  - 21.3.13. Dishonesty or theft.
  - 21.3.14. Deliberate destruction, damage or removal of either District or another person's property.
  - 21.3.15. Unauthorized use, or misuse, of District supplies, materials, facilities or other property.
  - 21.3.16. Willful violation of the Education Code, or District rules, policies or procedures. This shall also include refusal to obey safety rules or regulations made applicable to public schools by the State Board of Education or by any other appropriate state or governmental agency.
  - 21.3.17. Failure to possess or keep in effect any license, certificate or other similar requirement required by the State of California for service in the employee's classification shall result in termination as a ministerial act.
  - 21.3.18. Inexcusable discourteous, offensive or abusive conduct or language toward the public, a pupil, or another officer or employee of the District.
  - 21.3.19. Violation of any provisions of the Agreement between the parties.
  - 21.3.20. Physical or mental disability, which disability precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by contract or by law regulating retirement of employees.
  - 21.3.21. Any cause set forth in the California Education Code that mandates discipline, dismissal, or prohibits hiring.
- 21.4. Procedures - The Superintendent or the Assistant Superintendent of Human Resources may initiate disciplinary action as defined herein against a permanent classified employee. In all such cases involving disciplinary action with the Board of Education, a copy of the recommendation shall be served upon the employee either personally or by certified mail at the employee's last known address of record in the District Office. The recommendation shall include:
- 21.4.1. a statement of the specific disciplinary action;
  - 21.4.2. a statement of the causes therefore as set forth in Paragraph C above;

- 21.4.3. a statement of the specific acts or omissions upon which the causes are based. If the cause stated in Article 21.3.15, above is alleged, the statute, rule, policy or procedure violated shall be set forth in the recommendation.
- 21.4.4. a statement of the employee's right to appeal from the recommendation to the Superintendent or his/her designee and the manner and time within which his/her appeal must be filed; and
- 21.4.5. a card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of the charges.
- 21.4.6. a copy of all relevant material upon which the disciplinary action is based.

21.5. Predisciplinary Action Safeguards

- 21.5.1. An employee against whom disciplinary action is being considered may be requested to attend an informal conference with the Superintendent or his/her designee prior to official written notification of any recommended disciplinary action. At such conference, the employee shall be informed orally of the specific disciplinary action being considered as well as the reasons therefore and be given an opportunity to respond thereto. The employee may be represented at such conference by a representative of his/her choice. Holding such an informal conference is discretionary with the District and the failure to do so shall not invalidate any disciplinary action taken pursuant to this regulation.
- 21.5.2. After notice of a written recommendation of disciplinary action of dismissal, demotion or suspension has been served upon an employee, the employee will be afforded the opportunity to respond orally or in writing to the Superintendent or his/her designee no sooner than five (5) calendar days after service of such notice. The purpose of providing the employee with this opportunity is to allow the employee to respond to the proposed discipline and to the charges upon which the proposed discipline is based prior to the imposition of discipline. If the employee fails to respond, or in the judgment of the person making the decision to impose discipline, the employee fails to rebut the charges, the employee may be suspended without pay. The Governing Board shall hear the case and render a judgment within sixty (60) days of the Superintendent's decision.
- 21.5.3. Notwithstanding other provisions of this Article, an employee against whom disciplinary action is to be taken may be immediately suspended with pay upon verbal notification pending a hearing when his/her presence would be detrimental to the welfare of the District. This verbal



notification shall be followed by service upon the employee of the written notice as set forth in Article 21.5.4.

21.5.4. In any case where the recommended disciplinary action is a suspension without pay for five (5) workdays or less, the Superintendent or his/her designee may order the suspension into effect immediately on an interim basis, but shall either during the suspension or within five (5) workdays thereafter give the employee written notice of the action including the causes and reasons therefore, a copy of the charges and any materials upon which the action is based, and a right to respond either orally or in writing to the person who ordered the suspension into effect.

#### 21.6. Hearing Before the Governing Board

21.6.1. If the employee served with a recommendation for disciplinary action files a timely request for hearing, the Governing Board may conduct such hearing itself or may appoint a designee to conduct such hearing.

21.6.1.1. Such designee may include, but is not limited to, a hearing officer (e.g., and Administrative Law Judge obtained through the Office of Administrative Hearings).

21.6.1.2. Any decisions rendered by such a designee shall be advisory to the Board.

21.6.2. If an employee requests a hearing and subsequently fails to appear at such a hearing, the employee shall be deemed to have waived any right to participate or be represented at the hearing and action may be taken without further notice to the employee, based upon the recommendation for disciplinary action prepared by the Superintendent or his/her designee, and previously served upon the employee.

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

21.6.4. At such hearing, the employee shall be entitled to appear personally, to be represented by a person of his/her choice to introduce relevant evidence on his/her behalf, to cross-examine witnesses and to challenge evidence presented by the District.

21.6.5. The Governing Board's determination of the sufficiency of the cause for disciplinary action, and the appropriate level of discipline, shall be conclusive.

#### 21.7. General Provisions



21.7.1. Suspensions pursuant to this Article shall not reduce or deprive the employee of seniority or health benefits.

21.7.2. Nothing in this agreement shall limit the District's right to institute dismissal and/or immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, nor shall discipline under the policy be regarded as a precondition to any proceedings under the California Education Code.

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

21.7.4. The time lines contained herein may be extended at any time by mutual agreement of the parties.

21.7.5. Prior to demotion or termination, the district must conduct an investigation.

21.7.6. Personnel File

21.7.6.1. Information of a derogatory nature shall not be entered or filed unless and until the employee has been given fifteen (15) calendar days notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any derogatory statement, his/her own comments. The review and attachment of employee response, if any, shall take place during normal business hours, and the employee shall be released from duty for that purpose without salary reduction. (EC Section 44031)

~~21.7.5.~~21.7.6.2. Subject to reasonable regulation, an employee shall have the right 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 that were obtained prior to the employment of the employee involved.

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22. TRANSPORTATION DEPARTMENT - These provisions apply to bus drivers only.

22.1. Seniority - Seniority shall be based on date of hire. In the event that two or more regular employees have identical hire dates, the tie shall be determined by lot. In all issues of route selection, seniority shall only be an applicable factor for employees whose most recent evaluation indicates that their overall performance meets or exceeds standards.

22.2. Routes

22.2.1. Route shall be selected in order of employee seniority. Assignment to particular buses is the exclusive right of the District.

22.2.2. Bus assignment is the exclusive right of the District.

22.2.3. Assignment and maintenance of route and bus numbers is the responsibility of the District.

22.2.4. Routes shall be posted before, during and after route selection.

22.2.5. All route selections shall be completed annually, no later than the final student day of the traditional school calendar date.

22.2.6. The District will fill mid-year vacancies. Such vacancies shall not be subject to route selection process, until the next regular selection procedure.

22.3. Extra Duty Opportunities – Extra Duty Opportunities include Field Trips, Sports Trips, Weekend/Holiday Trips

~~22.3. Field Trips – All field trips extra duty and hours opportunities shall be posted made available in the Transportation office. Field trips Extra duty opportunities on regular workdays (school days) shall be made available to drivers in permanent status and in accordance with 22.1 above. Selection of extra duty opportunities shall be made in seniority order on a rotating basis at the beginning of each school year. Extra duty opportunity selection shall continue in that rotation throughout the school year, as determined by the number of extra hours earned. Field trips shall be assigned as equitably as possible, in the following order:~~

~~22.3.1 Bus drivers up to their regular contracted time.~~

~~22.3.2 Assigned drivers who can complete the trip(s) without exceeding eight (8) hours.~~

~~22.3.3 To all assigned drivers who have exceeded eight (8) hours.~~

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22.3.1 Extra duty opportunities will be distributed and rotated to drivers in the following manner:

22.3.1.1 After approval by the District, extra duty opportunities shall be date and time stamped as received in the Transportation Department.

22.3.1.2 Extra duty opportunities are made available for selection in the order received in 22.3.1.1 above.

22.3.1.3 Drivers shall accept or decline an extra duty opportunity no later than the end of the following workday.

22.3.1.4 Drivers who decline an extra duty opportunity shall forfeit their turn until the rotation cycle is complete.

22.3.1.5 Emergency assignments – Assignments with less than 48 hours notice shall be available in a seniority order rotation on a list that is maintained separately from the extra duty opportunity rotation list.

22.3.1.6 Drivers who accept an extra duty opportunity and are then unable to fulfill it for any reason, including absence, the day immediately preceding the scheduled extra duty opportunity, shall be considered to have declined the extra duty opportunity.

~~22.3.4~~22.3.2 Drivers whose trips-extra duty opportunity is are canceled with less than 2-hour notice shall be paid for the 2-hour call-out. ~~Drivers whose trips are canceled shall be offered the next available unassigned such trip.~~

~~22.4. Sports Trips~~ All sports athletic activity trips and hours shall be posted in the Transportation office. ~~Field trips shall be assigned as equitably as possible, in the following order:~~

~~22.4.1 Bus drivers up to their regular contracted time.~~

~~22.4.2 Assigned drivers who can complete the trip(s) without exceeding eight (8) hours.~~

~~22.4.3 To all assigned drivers who have exceeded eight (8) hours.~~

~~22.4.4 Drivers whose trips are canceled with less than 2-hour notice shall be paid for the 2-hour call-out. Drivers whose trips are canceled shall be offered the next available unassigned such trip.~~

~~22.5. Weekend and Holiday Trips~~ All weekend and holiday trips and hours shall be posted in the Transportation office. ~~Field trips shall be assigned as equitably as possible, in the following order:~~

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~~22.5.1 Bus drivers up to their regular contracted time.~~

~~22.5.2 Assigned drivers who can complete the trip(s) without exceeding eight (8) hours.~~

~~22.5.3 To all assigned drivers who have exceeded eight (8) hours.~~

~~22.5.4 Drivers whose trips are canceled with less than 2-hour notice shall be paid for the 2-hour call-out. Drivers whose trips are canceled shall be offered the next available unassigned such trip.~~

22.3.3 The rate of pay for weekend and/or holiday trips shall be calculated at one-and-a-half (1-1/2) times the employee's regular rate of pay for the initial eight hours. All subsequent time shall be compensated at twice the regular rate of pay.

~~22.5.5~~22.3.4 Sub routes will be assigned on the same rotation system used in 22.3 above and will be open to all drivers.

~~22.6.~~22.4. Bus Evacuation Drills

~~22.6.1~~22.4.1. All bus drivers shall be required to complete a minimum of one evacuation drill annually.

~~22.6.2~~22.4.2. All bus evacuation drills shall be assigned by the Supervisor of Transportation in the following order:

~~22.6.2.1~~22.4.2.1 Bus evacuation drills shall be assigned to drivers with assigned routes or logistics that do not conflict with drills.

~~22.6.2.2~~22.4.2.2 Bus evacuation drill shall be assigned as to not conflict with prior District commitments.

~~22.6.2.3~~22.4.2.3 Seniority

~~22.6.2.4~~22.4.2.4 Once evacuation drills have been assigned, the Supervisor of Transportation shall post the assigned evacuation drill schedule.

~~22.7.~~22.5. Late Bus Routes - The late bus routes for after-school programs shall be offered on a seniority basis semi-annually.

~~22.8.~~22.6. Layover - When a Unit Member is required to layover for one (1) hour or less for the next assignment, the Unit Member shall be compensated as if working. Drivers shall be allowed to take their break during a layover period.

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22.9.22.7. Route Sheets - Maintenance route sheets shall be the responsibility of the District. Drivers will provide information to the Transportation Clerk/Dispatcher who shall complete the computer input to update route sheets.

22.10.22.8. Licenses / Certificates

22.10.1.22.8.1. Bus drivers shall be responsible to maintain and have in their possession when driving, a valid Class B driver's license with Air Brake Certification, a School Bus Driver's Certificate, and a valid Standard Red Cross First Aid Certificate or certificate issued by exam administered by the California Highway Patrol.

22.10.2.22.8.2. It is the employee's responsibility to maintain current licenses and certifications that are required for the position. Failure to do so is cause for termination under Article 21 (Discipline). The District, though not required, may provide periodic training necessary for license renewals, and shall post information regarding local training opportunities.

22.11.22.9. Medical Card

22.11.1.22.9.1. Bus drivers shall evidence a valid medical card indicating that they have successfully completed the medical exam necessary to attain and maintain their bus license(s). If the medical card expires, the employee shall be subject to disciplinary action as per contract Article 21 (Discipline). The cost of the medical exam shall be the responsibility of the District.

22.11.2.22.9.2. All random drug tests will be conducted during regular (paid) work hours by providing substitute drivers to cover the route in the regular driver's absence. When a shortage of substitute drivers prohibits this plan, the District will compensate drivers for the use of personal time actually incurred, up to one (1) hour. The employee shall provide the District with time sheet evidence if testing goes beyond an hour.

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25. TERM OF THE AGREEMENT - The term of the Agreement shall be July 1, ~~2013~~2017 through June 30, ~~2016~~2020. Negotiations shall be reopened each contract year if requested by either party on the following subjects:

25.1. Wages

25.2. Insurance Benefits

25.3. One unspecified article selected by each party

25.4. Any other article mutually agreed to between the parties

25.5. Any contract articles with both sunset dates and automatic reopener agreements.

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