

# **AGREEMENT BETWEEN**

## **SANTA ROSA CITY SCHOOL DISTRICTS**



**AND**

## **CHAPTER 75**

## **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**



**November 1, 2015 – October 31, 2018**

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ARTICLE 1: RECOGNITION

- 1.1 This Agreement is made and entered into effective November 1, 2015, by and between Santa Rosa City Schools, hereinafter referred to as the "District," and Chapter 75, California School Employees Association, hereinafter referred to as "CSEA 75" or "The Association."
- 1.2 The Association is the exclusive representative for all those positions in the bargaining unit as listed in Appendix A and is incorporated herein by reference. Should any new classified positions be added to the District which are not listed in Appendix A, then such positions will be accreted to the unit, provided that such positions share a community of interest with the positions in the unit, and provided further that such positions are not confidential, supervisory, or management. Any disputed positions shall be submitted to PERB for resolution.

ARTICLE 2: ASSOCIATION RIGHTS

- 2.1 Representatives of the Association shall have the right to use school facilities and equipment at the site at reasonable hours for Association business when such facilities are not otherwise in use, subject to the following conditions:
  - 2.1.1 An authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted.
  - 2.1.2 The Superintendent, or designee, can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members.
  - 2.1.3 The Association shall reimburse the District for any materials consumed while using District equipment.
- 2.2 The Association may use bulletin board spaces designated by the principal or other designated management personnel, subject to the following conditions:
  - 2.2.1 All posting shall contain the date of publication and the identification of the document as an Association publication.
  - 2.2.2 The Association will not post information which is defamatory of the District or its management personnel or which interferes with the right of the District to

maintain order and discipline in its work force.

- 2.2.3 The bulletin board space designated shall be identified by the Association with the name of the Association.
- 2.2.4 The building representative or other authorized Association representative shall have the primary responsibility of posting materials on the bulletin board and for keeping such notices timely.
- 2.3 The Association may place material in the mailboxes of unit members provided such material is accurately identified by the Association and approved by the appropriate Executive Board member or Association President. Placement shall be made by the building representative or other authorized Association representative.
- 2.4 The Association shall be entitled to use the mailboxes of unit members, the district mail services subject to the reasonable rules and regulations of the District, and the district email system to distribute materials to members except as prohibited by Education Code 7054. Such material is to be accurately identified by the Association and approved by the Association President or designee. Placement shall be made by the building representative or other authorized Association representative. The Association will not distribute information which is defamatory of the District or its personnel; however, this prohibition shall not allow the District in any manner, censor the publication or disallow the distribution.
- 2.5 All Association business, except as provided in 2.6 and 2.7 below, will be conducted by unit members or Association officials outside established work hours.
- 2.6 The Association President, or other officer designated by the President, will be permitted release time up to a maximum of twenty (20) days per year at Association expense for the purpose of conducting the normal in-district and out-of-district business of the Association.

The release time is granted with the understanding that the Association President's first commitment is to employment with the District and absences for Association activities will be held to a minimum. The Association leaders on Association leave will give advance notice to their site administrator.
- 2.7 Upon advance review and prior approval, the District will provide reasonable release time for the purpose of processing grievances.

- 2.8 Upon request of the Association, the District will provide at District expense the information needed for contract administration and negotiations to the extent required as part of the District's good faith obligation to the Association.
- 2.9 The District will provide the name, job title, and work site for each person who is employed and who becomes a member of the bargaining unit. This list will be provided to the Association President on a monthly basis.
- 2.9.1 The District will provide the Association with a list of address changes of bargaining unit members on a monthly basis.
- 2.10 The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the unit member on the District form subject to the following conditions:
- (a) Such deduction shall be made only upon submission to the designated representative of the District on the District form duly completed and executed by the unit member and the Association.
  - (b) The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
- 2.11 The Association shall have the right to designate one (1) representative from Chapter 75 to serve on the interview panel, for open positions within the bargaining unit. The selected panel member shall have no personal bias or interest in the position or the applicants. There shall be no additional compensation as a result of participating in the hiring process.
- 2.12 The District shall allow CSEA 75 to have worksite elections for contract ratification and officer elections. CSEA 75, with the concurrence of the Administrator (or his/her designee) at each location will determine the location(s) and hours of operation. Conducting CSEA75 elections as described herein shall not disrupt school operations or adversely affect an individual's work day.
- 2.13 The Association shall have the right to designate union stewards from among employees in the unit. The Association shall notify the District in writing of the names of the union stewards and the groups they represent. If a change is made in union stewards, the Association shall advise the District in writing of such changes.

2.14 New Member Orientation

CSEA 75 shall have one orientation session with each new district employee in the bargaining unit. The orientation is to cover CSEA contract and CSEA related information. This orientation session shall take place within one month of the new employee's first day of service and shall not exceed 15 minutes unless the session is with a group of new employees. If the session is with 4 or more new employees, the session shall not exceed 60 minutes. The date and time of the session shall be scheduled as mutually agreed to by the supervisors of all participants.

ARTICLE 3: DISTRICT RIGHTS

3.1 Management Rights and District Powers

The District retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to: direct the work of its employees; determine the method, means, and services to be provided; establish the educational philosophy and the goals and objectives; ensure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move, or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work. In addition, the Board retains the right to hire, assign, transfer, reassign, assign overtime and work week, evaluate, promote, terminate, and discipline employees.

3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

3.3 The exercise of the discretionary powers reserved to the District by this provision shall not be subject to review by an arbitrator nor subject to the grievance procedure. Such review of this provision shall be limited to the determination of whether the District reserved the right to exercise the discretionary powers so listed.

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Definitions

A "grievance" is an allegation by a unit member, or the Association naming individual unit members, regarding a violation, misinterpretation, or misapplication of the specific provisions of this Agreement when such application or violation has adversely affected the unit member. Actions to challenge or change the policies, regulations, or other matters outside of this Agreement are not within the scope of this procedure and review must be taken under separate processes. A "day" is a day in which the central administrative office of the District is open for business. The "immediate supervisor" is the lowest level management or supervisory person having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances. Nothing within this procedure shall be construed to limit the right of a unit member to informally discuss any employment problem with the immediate supervisor or designated management person.

4.2 Procedure

4.2.1 Level I

Before filing a written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.

4.2.2 Level II

Within twenty (20) days of when the grievant knew or reasonably should have known of the act or omission which gave rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor. The grievance shall consist of a clear and concise statement of the problem, the specific provision of the Agreement involved, and the specific remedy sought. Such supervisor shall communicate a written decision within ten (10) days of receipt of the grievance.

4.2.3 Level III

If the grievant is not satisfied with the decision at Level II, within ten (10) days after receipt of the Level II written response, the grievant may appeal the decision on the appropriate form to the next level of management as designated by the District to review Level III grievances. Such management person shall



communicate a written decision within ten (10) days after receipt of the appeal.

4.2.4 Level IV

If the grievant is not satisfied with the decision at Level III, within ten (10) days after receipt of the Level III written response, the grievant may appeal the decision on the appropriate form to the Superintendent or designee. The Superintendent or designee shall communicate, in writing, a decision within fifteen (15) days after receipt of the appeal.

4.2.5 Level V

In the event resolution is not reached at Level IV, the Association may within ten (10) days after completion of Level IV proceed to mediation by notifying the Superintendent or designee in writing. This step will provide mediation to assist in resolving the grievance. The parties will then promptly request the State Mediation and Conciliation Service to assign a mediator at no cost to the District.

4.2.6 Level VI

If the grievance is not resolved at Level V, the Association may submit the grievance to arbitration.

The Association, by written notice to the Superintendent or designee within twenty (20) days after the conclusion of the Level V process, may submit the grievance to an arbitrator who shall be selected by mutual agreement. If no agreement can be reached within ten (10) days of the notice, the parties shall request of the State Conciliation Service a list of seven (7) names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one name remains. The order of strike shall be determined by lot.

In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) so submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. After the hearing, and after both parties have been given the opportunity to make written arguments, the arbitrator shall submit, in writing, his/her findings and award to the Association and the District. The award of the arbitrator shall be final and

binding.

The arbitrator will have no power to add to, subtract from or modify the terms of the Agreement or the written policies, rules, regulations, and procedures of the District; nor shall the arbitrator be empowered to render a decision on issues not before the arbitrator or on facts not supported by the evidence.

The fees and expenses of the arbitrator and each hearing shall be borne equally by the District and the Association; or, if an individual pursues arbitration without the Association's consent, said individual shall share equally in the cost with the District. All other expenses shall be borne by the party incurring them.

If any question arises regarding the arbitrability of a grievance, the party raising the question of arbitrability may, upon request, have such question first ruled upon and decided by an arbitrator prior to any other hearing on the merits of the grievance which would thereafter be conducted by a second and different arbitrator.

The fees and expenses of the separate arbitrator deciding the issue of arbitrability shall be borne by the party which raised the question of arbitrability.

#### 4.3 Miscellaneous Provisions

- 4.3.1 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter with an appropriate member of management and to have the grievance resolved without intervention or presence of the Association; provided that the resolution is not inconsistent with the terms of this Agreement, and provided further, that prior to any agreement on the resolution, the Association has been given ten (10) days in which to study the issues and to state its views.
- 4.3.2 If the District management fails to respond in writing to the grievance within the specified time limit, the grievant has the right to process the grievance at the next level. If the grievant does not process the appeal within the given time limits, the grievance shall be considered as settled and the grievant cannot thereafter grieve the specific incident again. The time limits specified at each level should be considered maximums and every effort should be made to expedite the process.

The time limits for a specific grievance, however, may be extended by written mutual agreement.

4.3.3 Every effort will be made by the parties to settle grievances at the lowest possible level.

4.3.4 No reprisals of any kind will be taken by the District against any grievant, any party in interest, or any other participant in the grievance procedure, by reason of such participation.

4.3.5 Within the time limits as specified at Levels I through III, upon request, either party will receive a personal conference with the other party.

Unit members may select a member of the Association or any official of the Association as a conferee in any matter relating to the provisions of this contract.

4.3.6 The grievance files and documents shall be kept separate from the existing personnel files of the grievant, provided that such separateness shall not be construed as a separate personnel file.

4.3.7 By filing a grievance and processing it beyond Level IV, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level IV shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

ARTICLE 5: ORGANIZATIONAL SECURITY

5.1 Membership and Dues Deduction:

5.1.1 The parties to this Agreement acknowledge that CSEA 75 has notified the employer to implement the provisions of Government Code section 3546(a), requiring as a condition of employment, the deduction of CSEA 75 dues or fair share service fee from the wages or salary of every employee.

5.1.2 Except as expressly exempted herein, this Agreement requires an employee, as a condition of continued employment, to either join CSEA 75 or pay CSEA a service fee in an amount not to exceed the periodic dues of CSEA 75.

5.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues or the fair share service fee.

5.2 Dues Deduction:

5.2.1 The employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are members of CSEA 75 and who have submitted a CSEA dues authorization form to the employer.

5.2.2 Such deduction shall be made only upon submission of a CSEA-approved form, duly completed and executed by the unit member and the Association, to the designated representative of the District.

5.2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

5.2.4 There shall be no charge by the employer to CSEA 75 for such mandatory agency fee deductions.

5.3 Service Fee

5.3.1 All employees, as a condition of continued employment, within thirty (30) days of employment, shall either become members of CSEA 75 or pay a service fee in an amount not to exceed the periodic dues of CSEA for the duration of this Agreement.

5.3.2 In the event an employee revokes a dues or service fee authorization, or fails to make arrangements with CSEA 75 for the direct payment of service fees, pursuant to Education Code section 45168(b), the employer shall deduct service fees until such time as CSEA 75 notifies the employer that arrangements have been made for the payment of such fees.

5.4 Religious Objection:

5.4.1 CSEA has the sole right to verify that an employee qualifies for a religious exemption from the obligation to pay fees. Any employee covered by this

agreement who is a member of a religious body whose traditional tenets of teachings include objections to joining of financially supporting employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such employee shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following nonreligious, non-labor organization, charitable fund exempt from taxation under Section 501©(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following list of three:

1. American Diabetes Association
2. American Lung Association
3. American Cancer Society
4. Home Hospice

5.5 Deduction and Payment of Charitable Contributions:

- 5.5.1 Any employee claiming this religious exemption shall file a written request for exemption with CSEA within thirty (30) days of the date of this agreement or their employment. If the request is granted, the employee shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selection, as proof that such payments have been made, or shall authorize payroll deduction of such payments.
- 5.5.2 The employer shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees whose requests for religious exemption have been approved by CSEA pursuant to this Agreement.
- 5.5.3 Along with each monthly payment to CSEA 75, the employer shall, without charge, furnish CSEA 75 with an alphabetical list of all members in CSEA 75, identifying them by last four digits of the social security number, name, address, phone, email, date of hire, title and work location. The employer shall also provide the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions. Also, Government Code Section 3546(f) requires employers to provide CSEA 75 with employees' home address so that the

CSEA 75 can send out required legal notices.

5.6 Hold Harmless Provision:

- 5.6.1 CSEA 75 agrees to reimburse the employer, its, officers and agents for reasonable attorney's fees and legal costs incurred, after notice to CSEA 75, in defending against any court or administrative action challenging the legality of the organizational security provision of this Agreement or the implementation thereof.
- 5.6.2 CSEA 75 agrees to reimburse the employer, its officers and agents for any award or compromise of damages or liability arising out of any court of administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the employer has complied with the terms of this Agreement and has promptly notified CSEA 75 of its awareness of such action.
- 5.6.3 CSEA 75 shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 6: HOURS AND OVERTIME

- 6.1 The regular workweek for full-time unit members shall consist of 8 hours per day, five (5) consecutive days, and forty (40) hours per week except in cases where the District assigns a unit member to a ten (10)-hour/four (4)-day work schedule as permitted by the Education Code. Unit members who work less than 1.0 Full Time Equivalent (FTE) shall be designated as part-time and shall have hours scheduled appropriately by the District.
  - 6.1.1 A unit member whose regular workweek includes Saturday or Sunday shall be paid an additional five percent (5%) for hours worked on Saturday or Sunday.
  - 6.1.2 Holidays and overtime will be treated on an equitable basis so that unit members who are assigned a regular workweek that would include Saturday or Sunday will receive the same holiday and overtime benefits as other unit members. Holidays that are entitled under Article 12, Sections 12.2 and 12.2.1 of the collective agreement, that fall on Monday will be taken on the following Tuesday.
- 6.2 When established, each position in the bargaining unit shall have a designated title, a minimum number of assigned hours per day, days per week, and months per year. The District shall schedule the workday for each unit member.

The District shall have the right to change a unit member's schedule on July 1 and the beginning of the second semester (a) with the approval of the Superintendent or designee, and (b) providing the unit member is given two (2) weeks written notice from the Superintendent or designee. Schedule changes may be made at other times at the direction of the Superintendent or designee, (a) to meet emergency conditions, or (b) of one hour or less.

6.2.1 Effective April 1, 1995, hours for Maintenance and Grounds unit members are from 7:00 a.m. to 3:30 p.m. during periods when classes are not in session (summer, winter and spring recesses).

6.2.2 The Association and the District may agree to different work hours.

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

No bargaining unit member shall work any period of time beyond the member's regularly assigned hours without the prior written approval of the member's immediate supervisor. If any time in excess of the regularly assigned hours is approved by the supervisor, the approval shall be in accordance with the collective bargaining agreement.

6.4 No less than thirty (30) minutes and no more than sixty (60) minutes non-compensated and uninterrupted lunch period shall be provided for all unit members who render service of more than five (5) consecutive hours. Such period shall be mutually agreed upon by the appropriate supervisor and the unit member. If agreement cannot be reached, the supervisor will assign the lunch period. The lunch break will be scheduled as close to the midpoint of the member's workday.

6.5 A fifteen (15)-minute paid rest period shall be provided to unit members for each four (4) -hour period of service. The rest period shall be mutually agreed upon by the appropriate supervisor at or near the midpoint of each four-hour period of service. If agreement cannot be reached, the supervisor will assign the break period.

6.6 Overtime

Except for unforeseen circumstances, the District will attempt to provide advance notice to

an employee regarding the need for overtime. If the District does not accord notice which is reasonable under the circumstances, and if the employee refuses the overtime because of demonstrated prior personal commitment, the District shall not refer to such refusal in any evaluation process.

- 6.6.1 Overtime is any time worked in excess of eight (8) hours in any one (1) workday or in excess of forty (40) hours in any workweek. Such overtime must be specifically assigned and authorized by appropriate management personnel and the Superintendent or designee.
- 6.6.2 The "time worked" shall include, for the purpose of computation, holidays, sick leave, vacation, compensatory time off, and other paid leaves.
- 6.6.3 Overtime shall be compensated at the rate of one-and-one-half (1.5) times the regular rate of pay, except that overtime shall be paid at the rate of two (2) times the regular rate of pay for work required on the sixth or seventh consecutively scheduled day .
- 6.6.4 Unit members regularly assigned to a ten-hour-day/four-day-week schedule shall receive overtime for any work required on the fifth, sixth, and seventh scheduled day or for any time worked in excess of ten (10) hours in any one (1) workday or in excess of forty (40) hours in any workweek.
- 6.6.5 Regular part-time unit members shall receive regular rate of pay for time worked beyond their normal workweek up to forty (40) hours. Regular part-time unit members shall receive overtime at the rate of two (2) times the regular rate of pay for work required in the sixth and seventh scheduled day, provided the workday is an average of four (4) hours or more. If the regular workday is an average of less than four (4) hours, the unit member will receive overtime only for the seventh day worked.
- 6.6.6 Unit members who are authorized to work on holidays shall receive overtime at two (2) times the regular rate of pay in addition to the regular pay received for the holiday.
- 6.6.7 The opportunity for overtime shall be equitably distributed and rotated by management among the qualified members in a work unit in accordance with the



District's practices in existence at the time of the signing of this Agreement.

6.6.8 Compensatory Time Off

Upon request of a unit member and approval by the appropriate supervisor and Superintendent or designee, a unit member may receive compensatory time off in lieu of overtime pay. Such request shall be submitted in writing to the appropriate supervisor and Superintendent or designee within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 6.6 of this Article. If compensatory time has been elected but not taken by the unit member within eleven (11) months following the pay period within which the overtime was earned, the unit member shall be compensated for the overtime in cash.

6.7 Special Provisions

- 6.7.1 Any unit member required to work on a day when the unit member has not been scheduled, or any unit member called back to work after completion of a regular workday for that unit member, shall be entitled to a minimum of two (2) hours of compensation at the appropriate rate.
- 6.7.2 Full-time Custodian II unit members assigned to shifts that begin at 12:00 Noon or later during the school year shall be paid at Range 67 for the entire year effective June 1, 1995.
- 6.7.3 Unit members who are required on a regular basis to work between the hours of 9:00 PM and 7:00 AM and on Saturdays and Sundays will be paid an hourly differential in the amount of five (5) percent per hour of said employee's regular rate of pay for those designated hours/days.
- 6.7.4 A unit member receiving differential pay as set forth in 6.7.2 above shall not lose such differential if the unit member is temporarily, for twenty (20) days or less, assigned to hours not entitled to such differential.

ARTICLE 7: EVALUATION PROCEDURES

7.1 Frequency of Evaluation

Evaluation and assessment of the performance of each unit member shall be made on a continuing basis as follows:

7.1.1 Probationary Employees

A formal evaluation summary shall be given at three (3) months of employment and within the last thirty (30) days of the probationary period. The probationary period shall be 155 working days; provided, however, the Superintendent or designee, may extend the probationary period up to one (1) calendar year on a case-by-case basis.

7.1.2 Permanent Employees

Permanent unit members who have completed the probationary period shall be evaluated at least once during each unit member's annual employment year and during any time following a change of supervisor, except when an evaluation has been made within the prior 60 days. Any unit member who is performing unsatisfactorily shall receive a notice of concern or a formal evaluation summary at any time during the year. Such notice or evaluation shall include specific reasons for concern and specific written recommendations for improvement.. A unit member who is not performing satisfactorily shall receive a notice of concern before any action on a formal evaluation summary is taken. Such notice shall include specific reasons for concern and specific written recommendations for improvement.

7.2 Review of Evaluation

The formal evaluation summary made pursuant to this Article shall be reduced to writing and a copy shall be made available to the evaluatee. The evaluation shall be reviewed with the evaluatee by the evaluating supervisor during the evaluatee's work shift. If any part of the evaluation indicates a need for improvement, specific suggestions for improvement shall be made by the evaluating supervisor.

The evaluatee shall sign the copy of the evaluation. Such signature shall not necessarily mean concurrence with the evaluation but will only indicate that the evaluatee has received

the report and is aware of the content. The unit member may challenge the substance of an evaluation by means of the grievance procedure, except that any decision rendered at Level IV of the grievance procedure shall be final and binding.

7.3 Effect of Unsatisfactory Evaluation

A permanent unit member shall not advance to the next step of the salary schedule unless the unit member continues to maintain a successful formal summary performance evaluation. Such unit member will be given 90 workdays to improve performance. If the unit member's performance improves to a satisfactory level within the 90 workday time period, the step advancement shall be given for the duration of the period. If the performance does not improve, the unit member shall be subject to discipline up to and including termination.

7.4 Personnel Files

7.4.1 The personnel file of each employee shall be maintained by the District's central administration office. Any files kept by the supervisor of any employee shall not contain any material that is not in the main personnel file, provided that the supervisor may collect data and notes throughout the year to be used in preparing any formal evaluation summary.

7.4.2 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. The District shall keep a log indicating the person who has examined a personnel file as well as the date such examination was made. Such log and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized by the employee. The log shall be maintained in the employee's personnel file.

7.4.3 Materials in personnel files of unit members, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved, except pre-employment or promotional items which are properly classified as confidential pursuant to appropriate Education and Government Code sections.

- 7.4.4 Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- 7.4.5 A copy of the evaluation shall be placed in the unit member's personnel file after the unit member has been provided the opportunity to discuss the evaluation with the evaluator and has been provided the opportunity to attach a written response to any unsatisfactory evaluation or derogatory comment. Information of a derogatory nature, except as specified in 7.4.3, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Before any such document or evaluation is placed in the unit member's personnel file, the District shall give a copy of the document to the unit member. Any document shall include the following notification:
- THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE. YOU HAVE TWENTY (20) WORKING DAYS FROM RECEIPT OF THIS DOCUMENT TO MAKE ANY SIGNED WRITTEN COMMENTS YOU WISH, WHICH WILL BE ATTACHED TO THE DOCUMENT AND PLACED IN YOUR PERSONNEL FILE.

ARTICLE 8: TRANSFERS

8.1 General Provisions

8.1.1 A unit member may be transferred from one position to another within the same job description. Such transfers may be upon the request of the unit member (voluntary transfer) or for the best interest of the District at the request and discretion of the District provided that such action shall not be taken for punitive, arbitrary, or capricious reasons.

8.2 Voluntary Transfers

- 8.2.1 A unit member wishing to transfer may apply for a vacancy in their job description and note that it is a lateral transfer on the employment application.
- 8.2.2 Any position which is declared vacant shall be posted by the District for not less than five (5) full workdays as defined in Section 4.1 of the grievance procedure.
- 8.2.3 First consideration is given to those within the classification who have applied for

the vacancy according to 8.2.1 above. Consideration shall then be given to all qualified applicants on the basis of: (1) best qualifications and best interests of the District; (2) appropriate legal requirements regarding employment opportunity as set forth in state and federal laws and regulations; and (3) if two (2) or more applicants are deemed equal on the above, length of service within the District.

8.3 Involuntary Transfers

8.3.1 Any involuntary transfer may be made at any time in the best interest of the District at the discretion of the District, provided such a transfer is not for punitive, arbitrary, or capricious reasons.

8.3.2 The District shall notify any bargaining unit member of an involuntary transfer at least ten (10) days prior to the effective date of the transfer unless otherwise agreed to by the District, CSEA 75 and the unit member. At the request of the unit member, reasons for transfers which are not voluntary shall be discussed between the unit member and the appropriate supervisor. The unit member may be represented by the Association at such meeting.

8.3.3 Involuntary transfers shall not change the unit member's normal salary rate, benefits, accumulated illness leave, and accumulated vacation credit, or in any manner adversely affect the unit member's rights as provided in law.

ARTICLE 9: SAFETY

9.1 The District shall provide a safe working environment for all unit members. All unit members will cooperate in maintaining such an environment.

9.2 Unit members will report on an Employee Safety Reporting Form any unsafe conditions to the immediate supervisor. These reports shall be sent to the Maintenance and Operations Department, who shall initiate an investigation of the report and shall require any action to correct the unsafe working condition or practice. Unit members shall not be subject to reprisals of any form as a result of reporting any condition believed to be unsafe.

9.3 Unit members shall immediately report any accident in which an injury or potential injury exists to their immediate supervisor. Unit members are responsible for filing any necessary reports.

9.4 Safety equipment which is required by the District shall be provided at District expense.

Unit members will utilize such equipment in a manner prescribed by the supervisor or management or by generally accepted safe operating procedures.

9.5 Unit members shall not be required to search for bombs in the event of a bomb threat, nor shall unit members be required to remain in the building if the building is ordered to be vacated of pupils.

9.6 The District shall provide voluntary Hepatitis B inoculations for any employee with potential exposure to blood borne pathogens. Unit members who are in health insurance plans which provide Hepatitis B inoculations shall be required to obtain Hepatitis B inoculations through the health plan. Other unit members may be required to obtain Hepatitis B inoculations through an agency prescribed by the District.

#### ARTICLE 10: LEAVES

##### 10.1 General Provisions

All absences from regularly assigned duties shall be approved by the Board of Education, Superintendent, or other management personnel designated by the Superintendent. All absences shall be approved in advance, unless otherwise specified in this contract.

Absences taken without approval shall be considered as absences without leave. Unit members taking absences without leave shall be subject to written reprimand and loss of pay. Repeated abuses of absences without leave shall subject the unit member to loss of pay, reprimand and/or dismissal, except for absences clearly beyond the control of the unit member. The benefits which are expressly provided by this section are the sole benefits which are part of this collective agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implicitly, into this Agreement, nor are such other benefits subject to the Grievance Procedure, Article 4, nor are such other benefits subject to the Grievance Procedure, Article 4. A unit member on leave shall be placed on the salary schedule at the same position held at the commencement of the leave. The unit member shall be eligible for a salary schedule increment step, if such unit member is in active employment in such position for seventy-five (75) percent of the days in that unit member's normal work year.

##### 10.2 Paid Sick Leave

- 10.2.1 Every unit member shall earn each fiscal year paid sick leave in accordance with the following provisions:
- 10.2.1.1 Full-time unit members working twelve (12) months five (5) days per week are entitled to twelve (12) days of sick leave.
- 10.2.1.2 Full-time unit members working five (5) days per week but less than a full fiscal year (12 months) are entitled to that proportion of twelve (12) days sick leave as the number of months the unit member is employed bears to twelve (12).
- 10.2.1.3 Unit members working less than five (5) days per week are entitled to that proportion of twelve (12) days sick leave as the number of days the unit member is employed bears to five (5).
- 10.2.1.4 Unit members working less than twelve (12) months and less than five (5) days per week are entitled to sick leave as determined by using a combination of these sections.
- 10.2.2 At the beginning of each fiscal year, the sick leave "bank" of the unit member shall be increased by the number of days of paid sick leave which the unit member would normally earn in the ensuing fiscal year. The unit member sick leave "bank" shall be adjusted if a change of assignment alters the amount of sick leave earnable. Unused sick leave may be accumulated without limit.
- 10.2.3 Sick leave may be taken at any time, provided that unit members may use only six (6) days of paid sick leave during their first six (6) months of employment.
- 10.2.4 Pay for any day of sick leave shall be the same pay the unit member would have received had the unit member worked that day.
- 10.2.5 In order to receive compensation while absent on sick leave, the unit member will on the first day absent, notify his/her immediate supervisor of the absence at least two (2) hours prior to the beginning of the unit member's shift or at a time established by the supervisor, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the unit member. The unit member is also responsible for entering their time off in the Absence System within 24 hours of the absence.

- 10.2.6 At least one (1) day prior to his/her expected return to work, following an absence of three (3) or more days, the unit member shall notify his/her supervisor in order that any substitute employee may be terminated. If the unit member fails to notify his/her supervisor and both the unit member and the substitute report, the substitute is entitled to the assignment, and the unit member shall take one (1) more day of illness leave.
- 10.2.7 A unit member absent for three (3) working days or more may be required to present a doctor's note stating the unit member has been unable to work due to medical necessity and the date the unit member is able to return to work.
- 10.2.7.1 The unit member may use sick leave for any medical purpose including medical, dental, or vision appointments. At the unit member's election, accumulated compensatory time off may be used in lieu of sick leave. For each absence, the increments shall be one-quarter (1/4) hour.
- 10.2.8 Sick Leave for Pregnancy Disability  
Bona fide disability as a result of pregnancy shall be treated as an illness for purposes of sick leave.
- 10.2.9 Additional Sick Leave
- 10.2.9.1 After exhaustion of paid sick leave, a unit member who is ill or injured, may, upon request, use accumulated vacation and compensatory time to avoid leave without pay.
- 10.2.9.2 Beginning with the first day of absence due to illness or injury and extending through a period of five (5) calendar months, a unit member who continues on illness leave after using all of his/her entitlement for industrial accident leave, regular sick leave, accumulated compensatory time, vacation, and other paid leave shall have deducted from the salary due for any month in which the absence occurs an amount not to exceed the sum which is actually paid the substitute employee. A substitute employee, who is not otherwise employed by the District, shall be paid according to the



Board approved Classified Substitute Salary Schedule.

- 10.2.9.3 After exhaustion of all paid leave, a unit member of permanent status may be placed on additional leave without pay upon request and with approval of the Board of Education. The additional leave may be extended for any period not to exceed six (6) months and may be renewed for two (2) additional six-month periods.

10.2.10 Termination of Sick Leave

- 10.2.10.1 A unit member who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided he/she is able to resume the assigned duties. If the leave has been for more than ten (10) working days, he/she shall notify the District of his/her return at least three (3) working days in advance. Competent medical authority shall certify, in writing, that the unit member's health is sufficiently improved to permit him/her to perform regular duties. The District may, at its own expense, require additional medical certification of the unit member's health.

- 10.2.10.2 If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under these rules, the unit member is still unable to assume the duties of the position, he/she will be placed on a reemployment list for a period of 39 months in the same manner as if the unit member were laid off for lack of work or lack of funds.

10.2.11 Transfer of Sick Leave

A unit member who has been a classified employee of another school district or county school office in California for one (1) calendar year or more and who has terminated employment in that district or office for reason other than action initiated by the employer for cause and who has accepted employment in the Santa Rosa City School Districts within one (1) year of such termination shall be credited with the total amount of earned but unused leave of absence for illness or injury credited in the previous district or office at the time of termination.

10.3 Sick Leave Bank for Serious Long-Term Illness or Injury

- 10.3.1 The District shall maintain a sick leave bank for use by unit members who have exhausted all paid leave entitlements due to a serious long-term illness or injury. The use of this provision does not apply to workers compensation.
- 10.3.2 Each year the District shall credit the sick leave bank with 1200 hours of non-cumulative sick leave.
- 10.3.3 CSEA 75 members may contribute to the sick leave bank as long as they retain at least twenty (20) days of personal leave. Hours contributed by unit members shall remain in sick leave bank and cannot be taken back by contributing member.
- 10.3.4 A unit member wishing to use sick leave or the sick leave bank for serious illness or injury of an immediate family member shall make such a request in writing to CSEA 75 and the Assistant Superintendent, Human Resources for consideration. Use of the sick leave bank shall be limited to no more than fifty (50) days.
- 10.3.5 The sick leave bank shall be jointly administered by the Assistant Superintendent, Human Resources and the Chapter President. The employee will provide verification of just cause for the use of the sick leave bank.

10.4 Industrial Accident and Industrial Illness Leave

Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the following provisions:

- 10.4.1 A unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under the provisions of the Workers' Compensation Insurance law shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:
- 10.4.1.1 The claim is accepted by the District's Workers' Compensation Carrier and validates, the illness or injury constitutes an industrial accident or illness, or, if contested by the District, it is ultimately determined to be work connected by the Workers' Compensation Appeals Board (WCAB).
- 10.4.1.2 The unit member has probationary or permanent status.
- 10.4.2 Paid industrial accident or illness leave shall be for not more than sixty (60)

working days in any one fiscal year for the same accident.

- 10.4.3 Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which a unit member may be entitled.
- 10.4.4 If the unit member is still unable to return to duty after exhausting paid industrial accident leave, he/she shall be placed on paid illness leave if he/she is eligible therefore. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary as indicated in the unit member's assignment, when added to compensation without penalties from the Districts' Worker's Compensation insurance carrier.
- 10.4.5 After all paid illness leave has been exhausted following a paid industrial accident leave, a unit member shall use earned compensatory time, or other earned leave, to the extent necessary to make up the unit member's regular salary when receiving a temporary disability allowance under the Districts' Workers' Compensation insurance carrier without penalties. After the expiration of all paid leave privileges, the District may place the unit member on an industrial accident leave without pay.
- 10.4.6 Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, a unit member shall be assigned to a position in his/her former class ahead of unit members with a lesser amount of seniority. If no vacancy exists in his/her former class, the unit member may displace the most recently appointed member in the class with less seniority. If a unit member's former class has ceased to exist, the unit member shall be placed in a comparable position for which he/she is qualified.
- 10.4.7 A unit member returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code. A unit member shall continue to receive seniority credit for all purposes while on such paid leave of absence.
- 10.4.8 When all paid or unpaid leaves of absence have been exhausted following an

industrial accident or industrial illness and the unit member is still unable to resume the duties of the position, the unit member's name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed 39 months.

10.4.9 A unit member who fails to accept an appropriate assignment after being medically certified for return to duty shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the member's former class, status, and work hours. Those removed from a reemployment list prior to the expiration of the 39-month period may appeal the removal to the Board of Education.

10.4.10 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the salary paid shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under the State Workers' Compensation Act, exceed the unit member's regular salary. The salary of a unit member who is a permanent employee is computed on the basis of the number of hours and days in his/her basic daily assignment. A member who is not permanent shall have his/her regular salary computed on the basis of the average number of hours worked each month in which the unit member was in paid status. During all paid leaves resulting from an industrial accident or industrial illness, the unit member shall endorse to the District all wage-loss benefit checks received under State Workers' Compensation Insurance laws. The District shall issue to the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized allowances.

10.4.11 Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this policy.

## 10.5 Bereavement Leave

10.5.1 A unit member shall be granted a leave of absence, not to exceed four (4) days, or five (5) days when travel is out-of-state or when travel in excess of a 300-mile radius from the District is required, without loss of salary on account of the death of any member of his/her immediate family.

10.5.2 For purposes of bereavement leave, members of the immediate family shall be limited to mother, father, stepmother, stepfather, foster parent, grandmother, grandfather, step child, foster child, grandchild, or a stillborn child (provided the unit member is not eligible to take sick leave), aunt or uncle of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law, niece, nephew, and registered domestic partner of the unit member, or any relative or close personal friend living in the immediate household of the unit member.

10.6 Personal Necessity Leave

10.6.1 Up to seven (7) days per year of accumulated sick leave may be used for Personal Necessity to attend to personal business or family matters which cannot be done otherwise. In no case can this be used for vacation. Employees should, when possible, provide advance notice to their Supervisor.

10.7 Leave of Absence Without Pay

10.7.1 Leave of absence without pay may be granted to a unit member of permanent status upon written request and approval of the Superintendent or designated representative, subject to the following restrictions:

10.7.1.1 Except in emergency situations, a unit member must request a leave sixty (60) days prior to the date the leave is proposed to commence.

10.7.1.2 Leave of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code, and leave of absence for service in the Peace Corps or the Red Cross, during time of national emergency, may be granted for a period not to exceed twenty-four (24) months.

10.7.1.3 The granting of a leave of absence without pay for a period not to exceed one (1) school year gives to the unit member the right to return to his/her position at the expiration of the leave of absence, provided that he/she is physically and legally capable of performing the duties.

10.7.1.4 Leave of absence without pay may be granted for any period not exceeding one (1) year for purposes of child care or maternity.

10.7.2 A unit member may make a written request to the District to return to work prior to the expiration of the leave. The District may approve or reject the request.

10.7.3 A unit member on such leave shall notify the Human Resources Office of his/her intent to return to employment in the District at least thirty (30) days prior to expiration of the leave. Failure to so notify will be considered an abandonment of position.

10.7.4 Members of the unit on Board-approved unpaid leaves of absence shall have the option to continue medical, dental, vision, and employee life insurance coverage for the period of the leave by providing the District with monthly premium payments in the full amount of the premium cost.

10.7.5 The District may, for good cause, cancel any leave of absence without pay by giving the unit member a one-month notice prior to the beginning of leave.

10.8 Other Leave Provisions

10.8.1 Military Leave

Military leave of absence shall be granted and compensated with the Military and Veterans Code Sections 389 and 395 and that which follows.

10.8.2 Jury Duty

Leave of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the jury service. The unit member shall receive full pay while on leave. Request for jury service leave should be made by presenting the official court summons to jury service to the Superintendent or designee.

10.8.3 Personal Business

In the event it becomes necessary for a unit member to absent himself/herself from duties because of urgent personal business that cannot be conducted at times other than regular work hours, the unit member may, upon the approval of his/her immediate supervisor, take one (1) or more hours of leave without pay or use

compensatory time to conduct this business. The immediate supervisor may require proof of the necessity of the absence. This leave shall not extend for a period of more than four (4) hours.

10.8.4 Leave to Serve in an Exempt, Temporary, or Limited-Term Position

Any unit member on permanent status who accepts an assignment within the District to an exempt, temporary, or limited-term position shall, during such assignment, be considered for status purposes as serving in his/her regular position, and such assignment shall not be considered separation from service.

10.8.4.1 The unit member may, with the approval of the District, voluntarily return to his/her position or a position in the class of his/her permanent status prior to the completion of service in an exempt, temporary, or limited-term position. Failure to complete the required service, unless approved as specified herein, will be grounds for disciplinary action.

10.8.4.2 A limited-term position also may be approved to provide a bargaining unit member the opportunity to serve in another position in order to learn the skills of another trade or class.

10.9 Family Medical Leave (FMLA and CFRA)

It is the intent of this section to make available to employees leave under the Federal Family Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2). This section shall be applied and interpreted in accordance with the state and federal law and regulations.

10.9.1 Eligibility – FMLA and CFRA

An employee with one year of continuous service employed for at least 1,250 (1.00 FTE) hours during the previous 12 months is eligible for FMLA. Eligibility for CFRA “Parental Leave” requires the employee to have been working continuously for 12 months prior to the leave. There is no hours or FTE requirement under CFRA’s Parental Leave. To be eligible for CFRA Leave for reasons other than Parental Leave, the employee must have worked for at least 1250 hours during the previous 12 months.

### 10.9.2 Purposes for Which Leave May be Taken

- Twelve workweeks of leave in a 12-month period for:
  - the birth of a child and to care for the newborn child within one year of birth;
  - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - to care for the employee's spouse, child, or parent who has a serious health condition;
  - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
  - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty: or
- Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

### 10.9.3 Duration of Leave

10.9.3.1 All leave is unpaid; however, employees may be required to use accrued Illness Leave. Employees may also use Vacation Leave.

10.9.4 Differential Pay for CFRA Leave due to Parental Leave CFRA may be requested for up to an additional 12 weeks after FMLA (and PDL) have been exhausted. CFRA allows an employee to take leave to bond with a newborn child or a child placed for adoption/foster care. During CFRA leave, the employee may use Personal Illness (PI), Personal Necessity (PN) or Vacation Leave. If the employee has exhausted all PI/PN, and they meet the eligibility requirement, they will be eligible for Difference Pay for the balance of the CFRA Leave.

### 10.9.5 Time for Commencement of Leave

10.9.5.1 Leave for birth or adoption of a child must commence within one year of the birth or adoption.



10.9.5.2 Except for requirements of section 10.9.4, the employee shall be required to first use accrued vacation, compensatory time off and other available paid leave, but not sick leave unless the leave is taken because of the employees own illness or the employer agrees to the use of sick leave.

10.9.5.3 Pregnancy disability leave is treated separately under CFRA [See Government Code Section 12945(b)(2)]

#### 10.9.6 Employee Notice

If the need for leave is foreseeable, the employee shall provide the District with reasonable (at least 30 days) written notice.

#### 10.9.7 Continuation of Benefits

10.9.7.1 The District will continue to pay the employee's health benefits to the same extent the District would have paid for such benefits if the employee would have continued working.

10.9.7.2 If the employee does not return at the end of the leave, the District may collect the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the employee.

10.9.7.3 To the extent the District continues to pay for other benefits for employees on unpaid leaves, it must do so for employees under FMLA and CFRA. If the District does not pay such benefits, it must permit the employee to pay for them. Benefits include, but are not limited to, disability and life insurance and retirement contribution.

#### 10.9.8 Status While on Leave

Leave does not constitute a break in service for purposes of seniority or longevity.

#### 10.9.9 Husband and Wife Employees

If both spouses are employed by the District, the aggregate leave for both employees is limited to 12 weeks for the care of a newly arrived child or a sick parent. For other purposes, each employee is entitled to 12 weeks of leave.

#### 10.9.10 Verification

10.9.10.1 The employee shall provide verification of the need for leave by completing a leave of absence packet with the Human Resources Department and providing all required documentation.

10.9.11 Serious Health Condition

A "Serious Health Condition" means an illness, injury (including but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either impatient care of continuing treatment, including, but not limited to, treatment for substance abuse.

10.9.12 Right to Reinstatement

An employee is entitled to reinstatement to the same or a comparable position except that a salaried employee who is among the highest paid ten percent of the District's employees may be denied reinstatement if reinstatement would cause substantial economic injury to the District. The District must notify the employee of the intent to deny reinstatement as soon as that decision is made. If the notice is given after commencement of the leave, the employee has the right to return to work following receipt of the notice.

ARTICLE 11: VACATION LEAVE

11.1 General Provisions

Earned vacation shall become a vested right upon completion of the initial six (6) months of employment.

11.2 Vacation Entitlement

Vacation time is earned based on the following rates:

1 - 3 years	1 day per month of employment
4 - 7 years	1.25 days per month of employment
8 - 10 years	1.50 days per month of employment
11 + years	1.75 days per month of employment

Vacation shall accrue at the end of each month of employment, Unit members working less than twelve (12) months are entitled to that proportion of vacation as the number of months worked bears to that of a regular twelve-month employee.

11.2.1 Unit members shall be notified annually of their vacation carryover entitlement within 30 days of their anniversary date.

11.3 Vacation Scheduling

11.3.1 Upon completion of one (1) year of District service, earned vacation shall be scheduled by the unit member and the unit member's immediate supervisor or appropriate management person. Requests shall be submitted as early as possible. In the event that requests for vacation conflict, unit members with greater District-wide seniority shall be given preference over less senior unit members. Vacation shall be scheduled so as not to interfere with the efficient operation of the District.

11.3.2 A unit member who commences a prescribed vacation period and subsequently becomes seriously ill or is bereaved before the vacation period has been completed shall be placed on sick leave or bereavement leave under the following conditions:

11.3.2.1 The unit member otherwise qualifies for such leave as provided by this Agreement; and

11.3.2.2 The unit member, if physically capable, returns to duty immediately following the vacation period; and

11.3.2.3 The request for change of vacation leave to other type of leave must be made with the supervisor or manager upon return. When the unit member's vacation leave is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the unit member's earned vacation balance.

11.4 Vacation Accumulation

Vacation credit may be accumulated to a total not exceeding that which the unit member could earn in twelve (12) months. Upon written approval of the Superintendent or designee, vacation credit not in excess of ten (10) days may be carried over.

11.5 Vacation Pay

11.5.1 The rate at which vacation is paid shall be the unit member's current rate on regular assignment. A unit member whose vacation is earned and begun under a given status shall suffer no loss of earned vacation credit by reason of subsequent

changes of employment status during that vacation.

11.5.2 Upon separation from the service, a unit member with permanent status shall be paid for accumulated vacation credit at the rate of pay applicable to the last regular assignment.

11.5.3 When a unit member has accumulated the maximum allowable vacation credit and when a District emergency prevents the unit member from utilizing accumulated vacation, the nature and the duration of the emergency shall be reported to the Superintendent or designee who may authorize a payment in lieu of earned vacation or may permit the accumulation of excess vacation credit.

ARTICLE 12: HOLIDAYS

12.1 Unit members are entitled to paid holidays as designated in Section 12.2 herein, provided they are in paid status during any portion of the workday immediately preceding or succeeding the holiday. Unit members who work, or who are on paid sick leave, or on paid sick leave for pregnancy disability, or paid workers' compensation leave, or paid vacation leave are considered to be in paid status. The District may require verification of absences on days immediately preceding or succeeding holidays. Unit members on unpaid vacation leave, unpaid sick or medical leave, unpaid workers' compensation leave, other unpaid leaves, or who are absent without leave are not in paid status.

12.2 Unit members are entitled to the following paid holidays in accordance with the provisions of this Section and the terms and conditions of this Agreement:

January 1, New Year's Day

Third Monday in January, Martin Luther King, Jr. Day

Second Monday in February, Abraham Lincoln Day

Third Monday in February, Presidents' Day

Last Monday in May, Memorial Day

July 4, Independence Day

First Monday in September, Labor Day

November 11, Veterans' Day

President of U. S. Proclamation, Thanksgiving Day

Friday following Thanksgiving Day

One day in December in lieu of Admission Day

December 25, Christmas Day

First day of Spring Break

Three existing local holidays to be determined through negotiations.

12.2.1 In addition to the above, whenever the Governor appoints any other day as a holiday and does not provide for the closing of the public schools, but such public schools do close, such closing shall be deemed as closing for a holiday.

12.3 Unit members who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two (2) holidays provided that they were in a paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.

12.4 When a holiday listed in Section 12.2 falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

#### ARTICLE 13: COMPENSATION

##### 13.1 Overall Wage Adjustments

The overall wage adjustment for salaries and fringe benefits will be determined by the meet-and-negotiate process. Such negotiations shall commence between April 15 and May 15 of each year during the term of the agreement and shall continue for a time not to exceed five (5) sessions of at least four (4) hours of duration. The District will provide released time at District expense for such meeting and negotiating. If agreement is not reached by the end of the fifth session, the parties hereby agree that impasse will have been reached and shall thereafter proceed according to the established impasse rules and regulations of the Public Employment Relations Board.

##### 13.2 Fringe Benefit Insurance

13.2.1 The current district contribution for Family Medical Plans is \$611.74 per month. Any time thereafter, the District cap on medical benefits shall be increased by the same percentage as any schedule salary increase. The District shall provide at no cost to the full-time employee a family dental plan, family vision plan and employee life insurance policy (\$50,000).

- 13.2.2 For a part-time employee who is a member of the unit, the District shall pay the carrier an amount equal to that amount which the unit member would have been entitled if in full-time employment, based upon the hours worked as compared to full-time employment. Such payment shall be made upon the condition that the part-time employee who is a member of the unit contributes by payroll deduction an amount equal to the balance.
- 13.2.3 A unit member must be in paid employment status for the month in which the benefits are received in order to be eligible for fringe-benefit coverage, except for unit members who are laid off by the District.
- Unit members working less than 12 months, who do not return for the new calendar work year, will be required to reimburse the District for any District paid benefits during the Summer break.
- For unit members who are laid off due to lack of work or lack of funds, the District will continue the benefits for a period of two (2) months on the same pro-rata basis as when in "paid employment status."
- 13.2.4 Change in marital status and/or eligible dependents shall be reported to the Human Resources Office no later than 30 days following the event.
- 13.2.5 The District agrees to provide for payroll deductions for employee costs for State Disability Insurance. The District will not participate in funding for this insurance. State Disability Insurance (SDI) is to be integrated with sick leave.
- 13.2.6 Employee/Employer Health Benefit Programs Advisory Committee will hold regular scheduled meetings as agendized by the Advisory Committee for the purpose outlined herein.
- 13.2.6.1 The purpose of the Employee/Employer Health Benefit Programs Advisory Committee shall be to:
- (a) Monitor the implementation of health benefit programs.
  - (b) Assess the employees' satisfaction with existing health benefit programs.
  - (c) Review existing, as well as other possible health benefit programs options.

- (d) As required, Committee representatives will provide information and/or recommendations to their employee organizations for consideration during their scheduled negotiations or meet-and-confer process.

13.3 Retirement Incentive Program

Upon request, the District will allow a unit member to retire early and continue to participate in the District health-benefit programs subject to review and approval by the Board pursuant to the following regulations:

- (a) The unit member must have reached the age of 55 prior to retirement.
- (b) The unit member must have been employed in the District in a position of four (4) hours or more in a classified position for at least fifteen (15) years.
- (c) The unit member must have retired from the District and be a participant in the Public Employees Retirement System.
- (d) The unit member must have been enrolled in the benefit program for the year immediately prior to retirement.
- (e) The District will contribute a portion of the dollar amount being paid at the time of retirement toward the individual unit member's health benefit premiums in accordance with the following schedule:

Ages 55-64 - 100%

Age 65 - No benefits

The contribution paid by the District at the time of retirement shall remain constant thereafter until the unit member becomes eligible for Medicare, secures employment elsewhere where insurance coverage is provided, reaches age 65, or upon the death of the employee, whichever occurs first. At that time, the District contribution toward health benefits shall cease.

ARTICLE 14: PAY & ALLOWANCES

14.1 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 in Appendix B, which is attached hereto and by reference incorporated as part of this Agreement. Unit members shall advance on the

salary schedule under the following conditions:

14.1.1 In establishing the initial placement on the salary schedule, new employees shall be placed at Step 1 on the salary schedule. Upon completion of six (6) months of employment, recognition may be given for previous experience in a comparable position on the basis of two (2) years of full time experience for one (1) step advancement to a maximum of Step 3. Written verification prior to six (6) months of employment of experience from the previous employer shall be required, and the employee shall be responsible for providing the District with this verification. The immediate supervisor shall make a recommendation for advanced placement based on observation of employee's performance. The recommendation is subject to approval by the Superintendent or designee.

14.1.2 Unit members shall advance on the salary schedule under the following conditions:

- (a) Completion of one (1) full year of service with the effective date of such movement to be the anniversary date. Anniversary date is defined as the first day of service. When the first day of service is prior to the 16th day of the month, the appointment shall be considered effective the first day of that month; appointments made after the 15th day of the month shall be considered effective the first day of the following month. There will be no retroactive adjustments.
- (b) A successful performance evaluation. Shift differential and/or longevity increment shall be part of the regular pay.

#### 14.2 Service Recognition

Upon completion of nine (9) years of employment with the District, a unit member shall receive a five (5) percent increase in the unit member's regular salary. Additional five (5) percent increases shall be granted upon the completion of fourteen (14) years of service, nineteen (19) years of service, twenty-two (22) years of service, twenty-five (25) years of service, twenty-seven (27) years of service, thirty (30) years of service, and thirty-two (32) years of service. Service recognition increases shall be effective on the unit member's anniversary date and shall not be affected by changes in classification, if any.



14.3 Payroll Errors

Any confirmed payroll error resulting in insufficient payment for a unit member shall be corrected, and a supplemental check issued no later than five (5) working days after the unit member provides notice to the Payroll Office. Overpayments shall be reported to the Payroll Office immediately.

14.4 Lost Checks

When any paycheck for a unit member is lost, mutilated, or not received within five (5) days of mailing, if mailed, the District shall, following the unit member's request of the Payroll Office, immediately initiate a request for replacement at the same time as a stop-payment notice is issued.

14.5 Promotion

A unit member who receives a promotion to a class allocated to a higher salary range shall be placed on the step of the salary range that is next above the rate the unit member received in the previous class. An additional one-step advancement will be granted upon the successful completion of a six (6) month probationary period and at one-year intervals thereafter until the maximum step advancement is achieved.

14.5.1 If the unit member has already attained the maximum step and is recommended for a step advancement, the unit member shall be given a one-time bonus equal to five (5) percent of the unit member's annual salary computed at the current monthly rate.

14.6 Mileage

With prior approval, mileage shall be paid as authorized by the supervisor for any unit member required to use his/her vehicle on District business. The reimbursement shall be at the Internal Revenue Service (IRS) authorized reimbursement rate. The mileage computation shall include mileage necessary to return to the unit member's normal job site after the completion of District business.

14.7 Meals

Any unit member who, as a result of work assignment, has prior authorization to have meals away from the District shall at the earliest possible date be reimbursed at the prevailing District rate for the cost of the meal.

14.8 Lodging

Any unit member who, as a result of a work assignment, has prior authorization to be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging. Lodging shall be paid only as authorized by the supervisor. The claim must be signed by the supervisor and submitted with receipts at the earliest possible date. Where possible, the District shall provide advance funds to the unit member for such lodging.

14.9 Working Out of Classification

If a unit member is required by management to work outside of the employee's classification and to perform all required duties of a higher classification for a period of at least one-half (1/2) of the employee's work day who they are replacing, the salary of the unit member shall be adjusted for those hours. A unit member performing the duties of a higher classification shall:

- (a) be placed on Step 1 of the higher classification,
- (b) receive a two (2) step increase on his/her present range, or
- (c) receive his/her current rate of pay plus ten (10) percent, whichever is greater.

14.9.1 A unit member working in a position which has an equal or lower salary range shall receive no salary adjustment.

14.10 Translating

Unit members whose job descriptions do not otherwise require bilingual skills and who provide school-support translation at the request of the site administrator shall be paid an additional \$1.50 per hour. Hours must be reported on a time card, be in no less than fifteen minute increments, and no less than one hour per month. Time card shall be signed by the authorizing administrator.

ARTICLE 15: EMPLOYEE EXPENSES AND MATERIALS

15.1 Tools

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

15.1.2 Notwithstanding Section 15.1.1, if a unit member provides tools or equipment for use in the course of employment, the District shall provide access to a safe place to store the tools and equipment.

15.2 Non-Owned Automobile Insurance

The unit member's insurance shall be primary for a unit member using his/her own vehicle with prior authorization on District business. The District will provide secondary coverage for personal injury and property damage.

15.3 Examination for Tuberculosis

All unit members shall submit a physician's statement verifying freedom from active tuberculosis every four (4) years. The District will provide clinics for tuberculin testing at District expense.

ARTICLE 16: LAYOFF, REEMPLOYMENT, AND CONTRACTING OUT BARGAINING UNIT WORK

16.1 A layoff or reduction in hours shall occur only for lack of work or lack of funds, and shall be accomplished according to Education Code requirements.

16.1.1 When the District is considering a reduction in hours, the District shall notify CSEA and negotiate both the decision to reduce hours and the effects of the reduction in hours prior to implementation.

16.1.2 A unit member who is to be laid off shall receive 60 days written notice subject to the exceptions provided in Education Code section 45117.

16.2 Upon request, the District will meet and negotiate with the Association regarding any impact that a layoff pursuant to the Education Code may have upon mandatory subjects of meeting and negotiating. Specifically excluded from this requirement shall be the decision itself to layoff and any of the procedural or substantive requirements set forth in the Education and Government Codes.

16.3 Under certain conditions set out in the Education Code, a unit member may have the right to displace or "bump" an employee with less seniority.

16.4 In appropriate situations, a unit member may take a voluntary demotion or reduction in hours in lieu of layoff. Such reduction in hours shall be done according to Education Code requirements.

16.5 Reemployment rights shall be provided according to the Education Code.

16.6 A unit member may elect retirement in lieu of layoff. Such retirement and reemployment from such retirement shall be accomplished according to the Education Code.

16.7 The District shall maintain a classified Order of Employment indicating each bargaining

unit member's length of service in the District. Upon request, the Association shall be given a copy of the Order of Employment.

- 16.8 Before executing a contract for services which have been routinely performed by members of the bargaining unit and which will result in a layoff, reduction of assigned hours, transfer, or reassignment of unit members, the District shall provide the Association with at least ten days' notice and an opportunity to negotiate the effects of the proposed contract for services on the mandatory subjects of bargaining. See Education Code Section 45103.1.

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 Concerted Activities

17.1.1 The District and the Association agree that there will be no strike, lockout, work-stoppage, slowdown, withholding of services in whole or in part, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement.

17.1.2 The Association and the District recognize the duty and obligation of their representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work-stoppage, slow-down, withholding of services in whole or in part, or other interference with the operations of the District by employees part, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees to advise and direct those employees to cease such action.

17.2 Completion of Negotiations

Except as mutually agreed by the parties and except as set forth in Article 13 herein, during the term of this Agreement, the Association and District expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were

proposed and later withdrawn.

17.3 Savings Provision

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. However; no provisions herein this Agreement shall be construed to result in an illegal discriminatory act based on any Federal or State statute. If any part of this contract is deemed invalid in accordance with this section, the District and CSEA shall promptly meet and negotiate in good faith concerning the section or sections determined to be invalid.

17.4 The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement. In cases of conflict, this Agreement shall be read to prevail over existing policies and practices of the District; but, in the absence of specific provisions in this Agreement, such policies and practices are discretionary with the District.

17.5 Duration

This Agreement shall begin November 1, 2015, and continue until October 31, 2018, and shall continue thereafter until agreement is reached on a successor document. Except as set forth in Section 17.6 below, any request by the Association to modify the Agreement shall be submitted in writing to the District within one hundred fifty (150) calendar days prior to termination date as set forth above. The District will cause the public notice provisions of law to be fulfilled so that negotiations may commence within thirty (30) calendar days of receipt of the specific written proposals from the Association.

17.6 Reopening Negotiations

The parties agree to reopen negotiations as follows:

2015-2016:	Article 13 Compensation
2016-2017:	Article 13 Compensation
2017-2018:	Successor

17.7 Any additions to or modifications to this Agreement shall not become effective unless such agreements are reduced to writing and properly approved and signed by both parties.

FOR THE DISTRICT:

CSEA, CHAPTER 75:

\_\_\_\_\_  
Jason A. Lea, Assistant Superintendent

Human Resources

Cindy Brennan 6/16/17

Cindy Brennan, Director of Human Resources

Member Ratification: \_\_\_\_\_

Tammy Affonso 6/15/17

Tammy Affonso, President

CSEA, Chapter 75

Leslie Perry 6/20/2017

Leslie Perry, CSEA LLR

Board Approved: \_\_\_\_\_

## APPENDIX

CSEA 75 – Schematic List of Classifications	Appendix A
CSEA 75 Salary Schedule	Appendix B
Discipline Policy	Appendix C
Professional Growth	Appendix D
Reclassification Process - CSEA 75	Appendix E

<b>CLERICAL, SECRETARIAL &amp; RELATED CLASSES</b>	<b>RANGE</b>
Administrative Secretaries C&I K-6 & 7-12	31
School Secretary III	27
School Secretary II	26
Administrative and Technical Assistant	25
Senior Secretary	25
Elementary School Office Manager	23
Senior High School Technician III	23
CWA Secretary-Bilingual	22
Elementary School Technician II	20
Middle School Technician	20
Senior High School Technician II	20
Secretary	20
Typist Clerk IV	20
Duplicating Services Technician	19
Senior High School Technician I	18
Typist Clerk III	18
Typist Clerk II	17
Typist Clerk I	11

<b>HUMAN RESOURCES</b>	
Lead Human Resources Technician	30
Human Resources Technician III	30
Human Resources Recruiting Technician	28
Human Resources Substitute Technician	28

<b>TECHNOLOGY SUPPORT &amp; DATA PROCESSING PROGRAMMING SERVICES</b>	
Programmer/Analyst	48
Student Information System Coordinator	43
District Assessment Data Specialist	34
Operations Coordinator	31
District Testing Coordinator	31
System Support Specialist	28
Computer Operator	27
Technology Assistant	26
District Testing Specialist	21
Data Processing Control Clerk II	21
Data Processing Control Clerk I	18

<b>FISCAL, ATTENDANCE &amp; RELATED CLASSES</b>	
Budget Technician	31
Payroll Technician III	30
Purchasing Assistant	27
Accounting Technician II	26
Program Account Technician II	26
District Attendance Specialist	25
Accounting Technician	24
Program Account Technician I	24
Account Clerk III	23
Child Welfare and Attendance Worker	22
Account Clerk II	19
Purchasing Clerk	19
School Account Technician I	15
Data Entry Clerk	15
Account Clerk I	14

<b>INSTRUCTIONAL MATERIALS &amp; RELATED CLASSES</b>	
Instructional Materials Technician-Elem	18
Library Technician II	20
Library Technician	17

<b>DAY CARE &amp; RELATED CLASSES</b>	<b>RANGE</b>
Program Account Technician	24
Child Care Lead Person II	20
Child Care Lead Person	18
Child Care Assistant-Site-level II	13
Child Care Assistant-District-wide	11
Child Care Assistant-Site-level	11
Infant Toddler Care Worker	11

<b>INSTRUCTIONAL ASSISTANTS &amp; RELATED CLASSES</b>	
Restorative Response Specialist	26
Special Education Assistant II, DHH	22
Behavior Assistant	20
Student Engagement Activity Worker	20
Family Engagement Facilitator	20
Career Center Specialist	20
Student Advisor	19
Family Mentor	18
Resource Assistant (Bilingual Ed Program)	18
Resource Assistant	18
Special Ed Assistant, Severely Handicapped	18
Community Worker	17
District Testing Technician	17
Special Education Assistant, DHH	17
Career Education Worker	15
Special Education Assistant	15
Campus Supervisor	14
Instructional Assistant II	14
Instructional Assistant, Bilingual	14
Instructional Assistant, Vocational	14
Instructional Assistant I	14
Lead Noon/Yard Duty Aides	13
Noon/Yard Duty Aides	11

<b>FOOD SERVICE CLASSES</b>	
Assistant Food Service Transport Manager	21
Culinary Coordinator	22
Lead Food Service Worker	18
Baker II	15
Cook/Baker	15
Food Service Delivery Worker	15
Food Service Dock Worker I	15
Food Service Worker III	15
Baker I	13
Food Service Worker II	13
Food Service Worker I	8

<b>MAINTENANCE, WAREHOUSE &amp; RELATED CLASSES</b>	
Custodian II-Day Shift	66
Custodian II-District Wide	67
Custodian II-Night Shift	67
Warehouse Keeper/Driver	67
Grounds Worker	69
Grounds Worker-Specialist	70
Locksmith	76
Mechanic	76
Maintenance Technician	76
Lead Grounds Worker	77
Lead Maintenance Technician	80



**SANTA ROSA CITY SCHOOLS  
CSEA 75 SALARY SCHEDULE - 2017-2018**

APPENDIX B

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	District Service Recognition* (Article 14.2)							
							10th YEAR	15TH YEAR	20th YEAR	23rd YEAR	26th YEAR	28th YEAR	31st YEAR	33rd YEAR
6	1,814 10.47	1,903 10.98	1,993 11.50	2,095 12.09	2,203 12.71	2,308 13.32	2,423.40 13.99	2,544.57 14.69	2,671.80 15.42	2,805.39 16.19	2,945.66 17.00	3,092.94 17.85	3,247.59 18.74	3,409.97 19.68
7	1,851 10.68	1,950 11.25	2,046 11.80	2,142 12.36	2,258 13.03	2,363 13.63	2,481.15 14.31	2,605.21 15.03	2,735.47 15.78	2,872.24 16.57	3,015.85 17.40	3,166.65 18.27	3,324.98 19.18	3,491.23 20.14
8	1,903 10.98	1,993 11.50	2,095 12.09	2,203 12.71	2,308 13.32	2,427 14.00	2,548.35 14.70	2,675.77 15.44	2,809.56 16.21	2,950.03 17.02	3,097.54 17.87	3,252.41 18.76	3,415.03 19.70	3,585.78 20.68
9	1,950 11.25	2,046 11.80	2,142 12.36	2,258 13.03	2,363 13.63	2,480 14.31	2,604.00 15.03	2,734.20 15.78	2,870.91 16.57	3,014.45 17.39	3,165.18 18.26	3,323.44 19.18	3,489.61 20.14	3,664.09 21.14
10	1,993 11.50	2,095 12.09	2,203 12.71	2,308 13.32	2,427 14.00	2,544 14.68	2,671.20 15.41	2,804.76 16.18	2,945.00 16.99	3,092.25 17.84	3,246.86 18.74	3,409.20 19.67	3,579.66 20.66	3,758.65 21.69
11	2,046 11.80	2,142 12.36	2,258 13.03	2,363 13.63	2,480 14.31	2,601 15.01	2,731.05 15.76	2,867.60 16.55	3,010.98 17.38	3,161.53 18.24	3,319.61 19.16	3,485.59 20.11	3,659.87 21.12	3,842.86 22.18
12	2,095 12.09	2,203 12.71	2,308 13.32	2,427 14.00	2,544 14.68	2,675 15.43	2,808.75 16.20	2,949.19 17.01	3,096.65 17.86	3,251.48 18.76	3,414.05 19.69	3,584.76 20.68	3,763.99 21.71	3,952.19 22.80
13	2,142 12.36	2,258 13.03	2,363 13.63	2,480 14.31	2,601 15.01	2,742 15.82	2,879.10 16.61	3,023.06 17.44	3,174.21 18.31	3,332.92 19.23	3,499.57 20.19	3,674.54 21.20	3,858.27 22.26	4,051.18 23.37
14	2,203 12.71	2,308 13.32	2,427 14.00	2,544 14.68	2,675 15.43	2,809 16.21	2,949.45 17.02	3,096.92 17.87	3,251.77 18.77	3,414.36 19.70	3,585.08 20.69	3,764.33 21.72	3,952.54 22.81	4,150.17 23.95
15	2,258 13.03	2,363 13.63	2,480 14.31	2,601 15.01	2,742 15.82	2,876 16.59	3,019.80 17.42	3,170.79 18.29	3,329.33 19.20	3,495.80 20.17	3,670.59 21.17	3,854.12 22.23	4,046.82 23.34	4,249.16 24.51
16	2,308 13.32	2,427 14.00	2,544 14.68	2,675 15.43	2,809 16.21	2,946 17.00	3,093.30 17.85	3,247.97 18.74	3,410.36 19.68	3,580.88 20.66	3,759.93 21.70	3,947.92 22.78	4,145.32 23.92	4,352.58 25.12
17	2,363 13.63	2,480 14.31	2,601 15.01	2,742 15.82	2,876 16.59	3,025 17.45	3,176.25 18.32	3,335.06 19.24	3,501.82 20.20	3,676.91 21.21	3,860.75 22.27	4,053.79 23.38	4,256.48 24.55	4,469.30 25.78
18	2,427 14.00	2,544 14.68	2,675 15.43	2,809 16.21	2,946 17.00	3,094 17.85	3,248.70 18.74	3,411.14 19.68	3,581.69 20.66	3,760.78 21.70	3,948.82 22.78	4,146.26 23.92	4,353.57 25.12	4,571.25 26.37
19	2,480 14.31	2,601 15.01	2,742 15.82	2,876 16.59	3,025 17.45	3,172 18.30	3,330.60 19.22	3,497.13 20.18	3,671.99 21.18	3,855.59 22.24	4,048.37 23.36	4,250.78 24.52	4,463.32 25.75	4,686.49 27.04
20	2,544 14.68	2,675 15.43	2,809 16.21	2,946 17.00	3,094 17.85	3,254 18.77	3,416.70 19.71	3,587.54 20.69	3,766.91 21.73	3,955.26 22.82	4,153.02 23.96	4,360.67 25.15	4,578.70 26.41	4,807.64 27.73
21	2,601 15.01	2,742 15.82	2,876 16.59	3,025 17.45	3,172 18.30	3,330 19.21	3,496.50 20.17	3,671.33 21.18	3,854.89 22.24	4,047.63 23.35	4,250.02 24.52	4,462.52 25.74	4,685.64 27.03	4,919.93 28.38
22	2,675 15.43	2,809 16.21	2,946 17.00	3,094 17.85	3,254 18.77	3,410 19.67	3,580.50 20.65	3,759.53 21.69	3,947.50 22.77	4,144.88 23.91	4,352.12 25.10	4,569.73 26.36	4,798.21 27.68	5,038.12 29.06
23	2,742 15.82	2,876 16.59	3,025 17.45	3,172 18.30	3,330 19.21	3,498 20.18	3,672.90 21.19	3,856.55 22.25	4,049.37 23.36	4,251.84 24.53	4,464.43 25.76	4,687.66 27.04	4,922.04 28.40	5,168.14 29.82
24	2,809 16.21	2,946 17.00	3,094 17.85	3,254 18.77	3,410 19.67	3,579 20.65	3,757.95 21.68	3,945.85 22.77	4,143.14 23.90	4,350.30 25.10	4,567.81 26.36	4,796.20 27.67	5,036.01 29.06	5,287.81 30.51
25	2,876 16.59	3,025 17.45	3,172 18.30	3,330 19.21	3,498 20.18	3,669 21.17	3,852.45 22.23	4,045.07 23.34	4,247.33 24.51	4,459.69 25.73	4,682.68 27.02	4,916.81 28.37	5,162.65 29.79	5,420.78 31.28
26	2,946 17.00	3,094 17.85	3,254 18.77	3,410 19.67	3,579 20.65	3,762 21.70	3,950.10 22.79	4,147.61 23.92	4,354.99 25.12	4,572.73 26.38	4,801.37 27.70	5,041.44 29.08	5,293.51 30.53	5,558.19 32.06
27	3,025 17.45	3,172 18.30	3,330 19.21	3,498 20.18	3,669 21.17	3,857 22.25	4,049.85 23.36	4,252.34 24.53	4,464.96 25.76	4,688.21 27.05	4,922.62 28.40	5,168.75 29.82	5,427.18 31.31	5,698.54 32.87
28	3,094 17.85	3,254 18.77	3,410 19.67	3,579 20.65	3,762 21.70	3,950 22.79	4,147.50 23.93	4,354.88 25.13	4,572.62 26.38	4,801.25 27.70	5,041.31 29.09	5,293.38 30.54	5,558.05 32.07	5,835.95 33.67
29	3,172 18.30	3,330 19.21	3,498 20.18	3,669 21.17	3,857 22.25	4,050 23.37	4,252.50 24.54	4,465.13 25.77	4,688.38 27.05	4,922.80 28.41	5,168.94 29.83	5,427.39 31.32	5,698.76 32.88	5,983.69 34.53
30	3,254 18.77	3,410 19.67	3,579 20.65	3,762 21.70	3,950 22.79	4,146 23.92	4,353.30 25.12	4,570.97 26.37	4,799.51 27.69	5,039.49 29.07	5,291.47 30.53	5,556.04 32.06	5,833.84 33.66	6,125.53 35.34
31	3,330 19.21	3,498 20.18	3,669 21.17	3,857 22.25	4,050 23.37	4,256 24.55	4,468.80 25.78	4,692.24 27.07	4,926.85 28.42	5,173.19 29.84	5,431.86 31.33	5,703.45 32.90	5,988.62 34.54	6,288.05 36.27
32	3,410 19.67	3,579 20.65	3,762 21.70	3,950 22.79	4,146 23.92	4,353 25.11	4,570.65 26.37	4,799.18 27.68	5,039.14 29.07	5,291.10 30.52	5,555.66 32.05	5,833.44 33.65	6,125.11 35.33	6,431.36 37.10
33	3,498 20.18	3,669 21.17	3,857 22.25	4,050 23.37	4,256 24.55	4,465 25.76	4,688.25 27.05	4,922.66 28.40	5,168.80 29.82	5,427.23 31.31	5,698.60 32.88	5,983.53 34.52	6,282.70 36.25	6,596.84 38.06
34	3,579 20.65	3,762 21.70	3,950 22.79	4,146 23.92	4,353 25.11	4,571 26.37	4,799.55 27.69	5,039.53 29.07	5,291.50 30.53	5,556.08 32.05	5,833.89 33.66	6,125.58 35.34	6,431.85 37.11	6,753.45 38.96
35	3,669 21.17	3,857 22.25	4,050 23.37	4,256 24.55	4,465 25.76	4,681 27.01	4,915.05 28.36	5,160.80 29.78	5,418.84 31.27	5,689.78 32.83	5,974.28 34.47	6,272.99 36.20	6,586.64 38.01	6,915.97 39.91
36	3,762 21.70	3,950 22.79	4,146 23.92	4,353 25.11	4,571 26.37	4,801 27.70	5,041.05 29.09	5,293.10 30.54	5,557.76 32.07	5,835.64 33.67	6,127.43 35.35	6,433.80 37.12	6,755.49 38.98	7,093.26 40.93
37	3,857 22.25	4,050 23.37	4,256 24.55	4,465 25.76	4,681 27.01	4,917 28.37	5,162.85 29.79	5,420.99 31.28	5,692.04 32.84	5,976.64 34.48	6,275.48 36.21	6,589.25 38.02	6,918.71 39.92	7,264.65 41.92
38	3,950 22.79	4,146 23.92	4,353 25.11	4,571 26.37	4,801 27.70	5,042 29.09	5,294.10 30.54	5,558.81 32.07	5,836.75 33.68	6,128.58 35.36	6,435.01 37.13	6,756.76 38.98	7,094.60 40.93	7,449.33 42.98
39	4,050 23.37	4,256 24.55	4,465 25.76	4,681 27.01	4,917 28.37	5,163 29.79	5,421.15 31.28	5,692.21 32.84	5,976.82 34.49	6,275.66 36.21	6,589.44 38.02	6,918.92 39.92	7,264.86 41.92	7,628.10 44.01
40	4,146 23.92	4,353 25.11	4,571 26.37	4,801 27.70	5,042 29.09	5,288 30.51	5,552.40 32.04	5,830.02 33.64	6,121.52 35.32	6,427.60 37.09	6,748.98 38.94	7,086.43 40.89	7,440.74 42.93	7,812.78 45.08
41	4,256 24.55	4,465 25.76	4,681 27.01	4,917 28.37	5,163 29.79	5,419 31.26	5,689.95 32.82	5,974.45 34.46	6,273.17 36.19	6,586.83 38.00	6,916.17 39.90	7,261.98 41.89	7,625.07 43.99	8,006.33 46.19

**SANTA ROSA CITY SCHOOLS  
CSEA 75 SALARY SCHEDULE - 2017-2018**

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	District Service Recognition* (Article 14.2)							
							10th YEAR	15TH YEAR	20th YEAR	23rd YEAR	26th YEAR	28th YEAR	31st YEAR	33rd YEAR
42	4,353 25.11	4,571 26.37	4,801 27.70	5,042 29.09	5,288 30.51	5,556 32.05	5,833.80 33.65	6,125.49 35.34	6,431.76 37.10	6,753.35 38.96	7,091.02 40.90	7,445.57 42.95	7,817.85 45.10	8,208.74 47.35
43	4,465 25.76	4,681 27.01	4,917 28.37	5,163 29.79	5,419 31.26	5,690 32.83	5,974.50 34.47	6,273.23 36.20	6,586.89 38.00	6,916.23 39.91	7,262.04 41.90	7,625.15 44.00	8,006.40 46.20	8,406.72 48.50
44	4,571 26.37	4,801 27.70	5,042 29.09	5,288 30.51	5,556 32.05	5,834 33.66	6,125.70 35.34	6,431.99 37.11	6,753.58 38.97	7,091.26 40.91	7,445.83 42.96	7,818.12 45.11	8,209.02 47.36	8,619.47 49.73
45	4,681 27.01	4,917 28.37	5,163 29.79	5,419 31.26	5,690 32.83	5,972 34.45	6,270.60 36.17	6,584.13 37.98	6,913.34 39.88	7,259.00 41.87	7,621.96 43.97	8,003.05 46.17	8,403.20 48.47	8,823.36 50.90
46	4,801 27.70	5,042 29.09	5,288 30.51	5,556 32.05	5,834 33.66	6,126 35.34	6,432.30 37.11	6,753.92 38.96	7,091.61 40.91	7,446.19 42.96	7,818.50 45.10	8,209.43 47.36	8,619.89 49.73	9,050.89 52.21
47	4,917 28.37	5,163 29.79	5,419 31.26	5,690 32.83	5,972 34.45	6,271 36.18	6,584.55 37.99	6,913.78 39.89	7,259.47 41.88	7,622.44 43.98	8,003.56 46.18	8,403.74 48.48	8,823.92 50.91	9,265.12 53.45
48	5,042 29.09	5,288 30.51	5,556 32.05	5,834 33.66	6,126 35.34	6,429 37.09	6,750.45 38.94	7,087.97 40.89	7,442.37 42.94	7,814.49 45.08	8,205.22 47.34	8,615.48 49.70	9,046.25 52.19	9,498.56 54.80

61	2,356 13.59	2,477 14.29	2,600 15.00	2,725 15.72	2,865 16.53	3,009 17.36	3,159.45 18.23	3,317.42 19.14	3,483.29 20.10	3,657.46 21.10	3,840.33 22.16	4,032.35 23.26	4,233.96 24.43	4,445.66 25.65
62	2,414 13.93	2,536 14.63	2,663 15.36	2,797 16.14	2,932 16.92	3,082 17.78	3,236.10 18.67	3,397.91 19.60	3,567.80 20.58	3,746.19 21.61	3,933.50 22.69	4,130.18 23.83	4,336.68 25.02	4,553.52 26.27
63	2,477 14.29	2,600 15.00	2,725 15.72	2,865 16.53	3,009 17.36	3,159 18.23	3,316.95 19.14	3,482.80 20.10	3,656.94 21.10	3,839.78 22.16	4,031.77 23.27	4,233.36 24.43	4,445.03 25.65	4,667.28 26.93
64	2,536 14.63	2,663 15.36	2,797 16.14	2,932 16.92	3,082 17.78	3,237 18.68	3,398.85 19.61	3,568.79 20.59	3,747.23 21.62	3,934.59 22.71	4,131.32 23.84	4,337.89 25.03	4,554.78 26.28	4,782.52 27.60
65	2,600 15.00	2,725 15.72	2,865 16.53	3,009 17.36	3,159 18.23	3,323 19.17	3,489.15 20.13	3,663.61 21.13	3,846.79 22.19	4,039.13 23.30	4,241.09 24.47	4,453.14 25.69	4,675.79 26.97	4,909.58 28.32
66	2,663 15.36	2,797 16.14	2,932 16.92	3,082 17.78	3,237 18.68	3,392 19.57	3,561.60 20.55	3,739.68 21.58	3,926.66 22.65	4,123.00 23.79	4,329.15 24.98	4,545.61 26.23	4,772.88 27.54	5,011.53 28.91
67	2,725 15.72	2,865 16.53	3,009 17.36	3,159 18.23	3,323 19.17	3,479 20.07	3,652.95 21.07	3,835.60 22.13	4,027.38 23.23	4,228.75 24.40	4,440.19 25.61	4,662.19 26.90	4,895.30 28.24	5,140.07 29.65
68	2,797 16.14	2,932 16.92	3,082 17.78	3,237 18.68	3,392 19.57	3,564 20.56	3,742.20 21.59	3,929.31 22.67	4,125.78 23.80	4,332.06 24.99	4,548.67 26.24	4,776.10 27.55	5,014.90 28.93	5,265.65 30.38
69	2,865 16.53	3,009 17.36	3,159 18.23	3,323 19.17	3,479 20.07	3,658 21.10	3,840.90 22.16	4,032.95 23.26	4,234.59 24.43	4,446.32 25.65	4,668.64 26.93	4,902.07 28.28	5,147.17 29.69	5,404.53 31.17
70	2,932 16.92	3,082 17.78	3,237 18.68	3,392 19.57	3,564 20.56	3,742 21.59	3,929.10 22.67	4,125.56 23.80	4,331.83 24.99	4,548.42 26.24	4,775.85 27.55	5,014.64 28.93	5,265.37 30.38	5,528.64 31.90
71	3,009 17.36	3,159 18.23	3,323 19.17	3,479 20.07	3,658 21.10	3,840 22.15	4,032.00 23.26	4,233.60 24.42	4,445.28 25.64	4,667.54 26.92	4,900.92 28.27	5,145.97 29.68	5,403.26 31.17	5,673.43 32.73
72	3,082 17.78	3,237 18.68	3,392 19.57	3,564 20.56	3,742 21.59	3,931 22.68	4,127.55 23.81	4,333.93 25.00	4,550.62 26.25	4,778.15 27.57	5,017.06 28.95	5,267.92 30.39	5,531.31 31.91	5,807.88 33.51
73	3,159 18.23	3,323 19.17	3,479 20.07	3,658 21.10	3,840 22.15	4,030 23.25	4,231.50 24.41	4,443.08 25.63	4,665.23 26.91	4,898.49 28.26	5,143.42 29.67	5,400.59 31.16	5,670.61 32.72	5,954.14 34.35
74	3,237 18.68	3,392 19.57	3,564 20.56	3,742 21.59	3,931 22.68	4,123 23.79	4,329.15 24.98	4,545.61 26.23	4,772.89 27.54	5,011.53 28.92	5,262.11 30.36	5,525.22 31.88	5,801.47 33.47	6,091.55 35.15
75	3,323 19.17	3,479 20.07	3,658 21.10	3,840 22.15	4,030 23.25	4,229 24.40	4,440.45 25.62	4,662.47 26.90	4,895.60 28.25	5,140.37 29.66	5,397.40 31.14	5,667.27 32.70	5,950.63 34.33	6,248.16 36.05
76	3,392 19.57	3,564 20.56	3,742 21.59	3,931 22.68	4,123 23.79	4,330 24.98	4,546.50 26.23	4,773.83 27.54	5,012.52 28.92	5,263.14 30.36	5,526.30 31.88	5,802.62 33.48	6,092.74 35.15	6,397.38 36.91
77	3,479 20.07	3,658 21.10	3,840 22.15	4,030 23.25	4,229 24.40	4,444 25.64	4,666.20 26.92	4,899.51 28.27	5,144.49 29.68	5,401.71 31.17	5,671.80 32.72	5,955.39 34.36	6,253.15 36.08	6,565.81 37.88
78	3,564 20.56	3,742 21.59	3,931 22.68	4,123 23.79	4,330 24.98	4,550 26.25	4,777.50 27.56	5,016.38 28.94	5,267.19 30.39	5,530.55 31.91	5,807.08 33.50	6,097.44 35.18	6,402.31 36.94	6,722.42 38.78
79	3,658 21.10	3,840 22.15	4,030 23.25	4,229 24.40	4,444 25.64	4,666 26.92	4,899.30 28.27	5,144.27 29.68	5,401.48 31.16	5,671.55 32.72	5,955.13 34.36	6,252.89 36.08	6,565.53 37.88	6,893.81 39.77
80	3,742 21.59	3,931 22.68	4,123 23.79	4,330 24.98	4,550 26.25	4,774 27.54	5,012.70 28.92	5,263.34 30.36	5,526.50 31.88	5,802.83 33.48	6,092.97 35.15	6,397.62 36.91	6,717.50 38.75	7,053.37 40.69

(computed on the basis of average work month of 173.33 hours)

Add for Masters: \$1200 annual stipend

\*EXCEPTION: If promoted to Steps 1-6 with greater than 9 years of service, Article 14.2 applies

Note: Monthly salary for employees working less than 8 hours per day is computed by multiplying the above 8-hour rates by:

.8750 if you work 7 hours per day	.6250 if you work 5 hours per day	.4375 if you work 3.5 hours per day
.7500 if you work 6 hours per day	.5000 if you work 4 hours per day	.3750 if you work 3 hours per day

**DISCIPLINE POLICY FOR  
CSEA, CHAPTER 75, PERMANENT BARGAINING UNIT MEMBERS**

September 25, 1986

1. Applicability of Policy

This discipline policy shall apply to permanent bargaining unit members.

2. Right to Representation

Any permanent bargaining unit member shall have the right to request union representation at any meeting with a District representative which the permanent bargaining unit member reasonably believes may lead to discipline of the permanent bargaining unit member.

3. Cause for Discipline

A permanent bargaining unit member shall be subject to disciplinary action, including suspension without pay or termination for just cause.

4. Preliminary Written Notice (“Skelly” rights)

4.1 A permanent bargaining unit member shall receive a preliminary written notice of any proposed suspension without pay or termination. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective.

4.2 Any known written materials, reports, or documentation upon which the disciplinary action is based must be attached to the preliminary written notice.

4.3 The permanent bargaining unit member shall have the right to request a “Skelly” meeting with or respond in writing to the Superintendent or the Superintendent’s designee within five (5) working days after receiving the preliminary notice. “Working days” are days on which the District office is open. After any requested meeting or receipt of any written response, the Superintendent or designee shall consider the permanent bargaining unit member’s response and recommend that the proposed disciplinary action be taken, modified or not taken.

5. Notice of Intention to Suspend or Dismiss

If, following the events described in Section 4 above, suspension without pay or termination action is initiated by the District, any permanent bargaining unit member shall be given written notice by the Superintendent or designee, of the specific charges. The notice shall contain a statement of rights to a hearing on such charges. The time within which such hearing may be requested shall not be less than five (5) calendar days

after service of the notice on the permanent bargaining unit member, and said notice shall be accompanied by a paper, the signing and filing of which with the Superintendent or designee shall constitute a demand for a hearing and a denial of all charges. Failure of the permanent bargaining unit member to file a request for hearing within the time specified shall constitute a waiver of the permanent bargaining unit member's right to a hearing.

6. Conduct of Hearing

- 6.1 The Board of Education shall determine whether to conduct the hearing itself or whether to appoint a hearing officer who shall conduct a hearing and prepare proposed findings and conclusions and a recommended decision.
- 6.2 The Board of Education or the hearing officer shall set the matter for hearing and shall give the permanent bargaining unit member at least ten (10) business days notice in writing of the date, time, and place of the hearing.
- 6.3 The hearing shall be closed unless the permanent bargaining unit member requests that the hearing be open to the public.

6.4 Rights of the Permanent Bargaining Unit Member

The permanent bargaining unit member shall attend the hearing, unless excused upon his or her request by the Board of Education or the hearing officer, and shall be entitled to:

- a. be represented by counsel, CSEA, or any other person at the hearing;
  - b. testify under oath;
  - c. compel the attendance of other employees of the District to testify;
  - d. cross-examine all witnesses appearing against the permanent bargaining unit member and all other employees of the District whose actions are in question or who has investigated any of the matters involved in the hearing and whose reports are offered in evidence;
  - e. impeach any witness;
  - f. present such affidavits, exhibits, and other evidence as the hearing board deems pertinent to the inquiry; and
  - g. argue a case on the permanent bargaining unit member's behalf.
- 6.5 The party attempting to substantiate the charges against the permanent bargaining unit member shall be entitled to the same privileges.

**6.6 Evidence**

The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

**6.7 Exclusion of Witnesses**

The Board of Education or hearing officer may upon request of either party exclude all witnesses not under examination, except the permanent bargaining unit member and the party attempting to substantiate the charges against the permanent bargaining unit member and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

**6.8 Burden of Proof**

The burden of proof shall be upon the party attempting to substantiate the charges.

**6.9 Findings and Decision**

Upon completion of the hearing, findings of fact and conclusions of law shall be signed and filed by the Board of Education, which shall constitute its decision. If the hearing is before a hearing officer, written findings and conclusions and a proposed decision shall be submitted by the hearing officer. If the Board of Education accepts the findings and conclusions and proposed decision, it need not read the record of the hearing; if it declines to accept such findings and conclusions, it must read the record or hold a new hearing, after which it may adopt the findings and conclusions made by the hearing board, or may adopt its own findings and conclusions. Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the permanent bargaining unit member or counsel or other representative. Except for the correction of clerical error, such decision shall be final and conclusive.

**6.10 Transcripts of Hearings**

- a. A stenographic record of all hearings shall be made by a court reporter. The District shall bear the cost of having the court reporter record the

hearing. Transcripts of the hearing shall be furnished to either party on payment of the cost of preparing such transcripts.

- b. All costs of a hearing officer shall be borne by the District. All other expenses shall be borne by the party incurring them.

6.11 Continuances

The Board of Education or the hearing office may grant a continuance of any hearing upon such terms and conditions as it may deem proper, including in its discretion the condition that the permanent bargaining unit member shall be deemed to have waived salary for the period of the continuance. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

7. Administrative Leave

Any permanent bargaining unit member may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Superintendent.

8. Sex or Narcotics Offenses: Compulsory Leave

Any permanent bargaining unit member charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 44011, may be placed upon compulsory leave of absence pending a final disposition of such charges.

Any permanent bargaining unit member placed on compulsory leave shall continue to be paid his or her regular salary during such leave if he or she furnishes to the District a suitable bond to guarantee that the permanent bargaining unit member will repay the salary paid during the compulsory leave in case the permanent bargaining unit member is convicted of such charges or fails to return to service following expiration of the compulsory leave. If the permanent bargaining unit member does not furnish a bond and if the permanent bargaining unit member is acquitted of such offense, or the charges dropped, the District shall pay to the permanent bargaining unit member upon his or her return to service, the full amount of salary which was withheld during the compulsory leave.

**PROFESSIONAL GROWTH**

The California School Employees Association, Santa Rosa Chapter 75 (hereinafter referred to as Association) and the Santa Rosa City School Districts (hereinafter referred to as District) agree:

1. The District encourages Association members to involve themselves in activities which will improve their professional skills and provide opportunities for related growth and improvement.
2. Association members will be reimbursed for professional growth expenses (e.g., registration fees, meals, materials, transportation, parking, and other expenses) which were approved in advance in writing by the Superintendent or his/her designee.
3. Approval may be granted if the activity is directly related to the Association member's current assignment; and
4. Approval may be granted if the activity is deemed by the Superintendent or his/her designee to be of special value to the District; and
5. Approval may be granted if funds are available for this purpose.
6. To obtain approval, a bargaining unit member must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, nature, purpose and justification for attendance at the professional growth activity.
7. At the completion of the professional growth activity, the Association member must verify satisfactory completion and submit his/her expenses on a claim form with documentation for each expense.
8. All monies must be promptly repaid if the Association member fails to satisfactorily complete the activity.



## RECLASSIFICATION PROCESS – CSEA 75

### 1. Background/Purpose:

- a. Every CSEA 75 position at the Santa Rosa City Schools is placed in a class.
- b. Reclassification is a change in an individual's title and/or job description using the following criteria:  
The duties being performed by the employee who currently occupies the position are inconsistent with their current classification.
- c. Reclassification is not a mechanism for salary increases
- d. Reclassification may or may not result in a promotion.

### 2. Reclassification Criteria:

- a. Reasons that may be a basis for reclassification:
  1. Significant new job duties that are permanently added to the job or job description by the supervisor.
  2. Significantly increased responsibilities; other than increased workload, have been permanently added to the position by the supervisor
- b. Reasons that are not a basis for reclassification:
  1. Longevity and/or seniority
  2. Excellence in work performance
  3. Workload
  4. Assuming duties on one's own behalf without the knowledge of management.
  5. Changes in process or technology that do not result in an increase in workload.

### 3. Request for Reclassification:

- a. Any employee requesting a reclassification shall not be eligible to resubmit another request for two years.
- b. Reclassification is open to any permanent employee.
- c. Any employee who believes they are eligible for reclassification consideration shall complete and submit, to the Director of Human Resources, a Reclassification Packet by 5:00 p.m. on the last workday in October. Incomplete packets will not be considered and the employee will not be eligible to submit another request for two (2) years.
- d. Any employee who is requesting a reclassification shall submit a completed Reclassification Packet with all required attachments and signatures. Incomplete packets will not be considered and the employee will not be eligible to submit another request for two (2) years.

### 4. Reclassification Process: All requests, which meet the criteria, shall be reviewed by a panel which consists of the following: One (1) CSEA appointee, one (1) Human Resources appointee, and one (1) neutral party that is chosen by both CSEA 75 and the District. The neutral party shall not be an employee of the District. The cost of the neutral party shall be paid by the District

- a. The review panel shall meet in January of each year.
- b. The recommendation of the panel shall be advisory and forwarded to the Superintendent (or designee) for final action.
- c. A copy of the panel's recommendation will be sent to the employee.

### 5. Review Panel: When considering a possible reclassification, (the internal consistency/ integrity of the salary schedule cannot be disrupted) the panel shall have the authority to recommend the following:

- a. Reclassification and/or salary range placement
- b. Changes or updates to the job description
- c. Creation of a new classification or range

### 6. Final Decision:

August 13, 2012



- a. The Superintendent (or designee) will notify the panel and the employee of the final decision. All reclassifications must be approved by the Board. Reclassification decisions cannot be appealed.
- b. Upon reclassification of an individual position, the position shall be placed on the step and range of the new classification that provides at least a five percent (5%) salary increase. All approved reclassifications shall take effect the following July 1<sup>st</sup> unless special circumstances are supported by the panel and approved by the Superintendent (or designee).
- c. Reclassification shall not affect the employee's anniversary date.
- d. If it is agreed the employee has been working out of class, but is not being reclassified, then the employee will be notified in writing that they are no longer responsible for the out-of-class duties. The employee will be paid an appropriate out-of-class differential for the time in which they worked out-of-class.

[illegible]


B. What machinery or equipment/technology do you use in performing the above tasks?


3. List the SPECIFIC changes that have occurred in this job and note how the changes took place. (i.e. Supervisor request, new technology, etc.)


4. If scope, complexity, percent of time or frequency has changed, but duties are essentially the same, explain here:


5. What records do you regularly maintain or prepare?


6. What reports do you prepare or supervise the preparation of?


7. Describe the most difficult and/or major decisions you make in the course of your work?


8. What review is made of your decisions by others?


9. What is the amount/type of budget for which you have direct accountability?

10. Do you supervise any one directly or indirectly? \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, please provide information on who you supervise, what tasks you supervise, and any other information about staff supervision.

11. Please list any specialized training that you have had for your current position.

12. Please list any additional training that you have had related to your request for reclassification.

#### **SUPERVISOR'S REVIEW**

1. Have you reviewed this questionnaire, and does it accurately reflect your assessment of the employee's current job duties?

\_\_\_\_\_ Yes \_\_\_\_\_ No

2. If not, please explain below:

3. Do you support the recommendation for reclassification?

\_\_\_\_\_ Yes \_\_\_\_\_ No

4. If not, please explain below:

\_\_\_\_\_  
**Signature of Supervisor/Administrator**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Date**

**Document must be received in the Human Resources Department by the last workday in October**