

AGREEMENT  
BETWEEN  
EUREKA SCHOOL DISTRICTS  
AND  
THE  
CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION  
AND  
ITS  
REDWOOD CHAPTER #88 BLUE AND WHITE  
COLLAR UNITS

JULY 1, 2021

to

JUNE 30, 2024

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ARTICLE I

PARTIES TO AGREEMENT

This Agreement is made and entered into this day of July 2021, by and between **EUREKA SCHOOLS**, hereinafter referred to as the "District," and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION** and its **REDWOOD CHAPTER #88 BLUE COLLAR AND WHITE COLLAR UNITS**, or its successors, hereafter referred to as "CSEA." The term of the Agreement shall be from July 1, 2021 through June 30, 2024.

ARTICLE II

RECOGNITION

- 2.1 **Acknowledgment:** The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees and monitors (hereafter referred to as "employees") holding those positions described in Appendices A1 and A2, attached hereto and incorporated by reference as a part of this Agreement. Any modifications of the recognized unit shall be made in accordance with the rules and regulations of the PERB.
- 2.2 Persons employed in the monitor positions shall enjoy the rights, burdens and benefits accorded the classified employees. For the purposes of applying rights and benefits based on length of employment with the District or in a class, time employed as a monitor, in either probationary or permanent employment status, shall be considered as time employed as a regular classified employee.

ARTICLE III

ORGANIZATIONAL SECURITY

- 3.1 CSEA shall have the sole and exclusive right to have employee organization membership dues/fees deducted for employees by the District. In accordance with the US Supreme Court ruling in Janus and effective July 2018 no employee shall be required to pay a service fee or be a member of CSEA as a condition of employment and no deductions for CSEA shall be made without the written authorization of the employee or CSEA.
- 3.2 Within thirty (30) calendar days of the effective date of this agreement, or within thirty (30) calendar days of the date of hire for employees hired during the life of this Agreement, each employee may at the option of the employee become a member of the CSEA and pay regular CSEA membership dues and assessments.
- 3.3 All unit member requests to cancel or change dues deductions shall be directed at the CSEA labor relations representative.
- 3.4 CSEA membership dues and assessments shall be paid in accordance with the rates established in Appendix D, attached hereto and incorporated herein by reference, which rates may be modified or amended during the life of this Agreement in accordance with the provisions of the Constitution and Bylaws of CSEA (the State Association and/or the Affiliated Chapter), Appendix D.

1 3.5 AB 119 – CSEA Access to New Employee Orientation

2  
3 3.5.1 Section 3.5 may not be reopened other than in years when the whole contract is open for  
4 negotiations as a successor agreement, unless both parties mutually agree.

5  
6 3.5.2 EMPLOYEE INFORMATION  
7

- 8 a. “Newly hired employee” or “new hire” means any employee new to the District or rehired by  
9 the District who is eligible to be represented by CSEA, as outlined in Article II, 2.1 of the  
10 Collective Bargaining Agreement between Eureka School Districts and California Association  
11 of Classified Employees and Redwood Chapter #88 Blue and White Collar Units (CBA).  
12 This includes employees who were previously not represented by CSEA and hired into  
13 positions which are now represented by CSEA.  
14

15 Within 30 days of hire or by the first pay period of the month following hire, the District will  
16 provide CSEA with the following contact information for all newly hired employees:  
17

- 18 i. First name;  
19 ii. Middle initial;  
20 iii. Last name;  
21 iv. Suffix;  
22 v. Job Title;  
23 vi. Department;  
24 vii. Primary worksite name;  
25 viii. Work telephone number  
26 ix. Home telephone number;  
27 x. Personal cellular telephone number on file with the District;  
28 xi. Personal email address on file with the District;  
29 xii. Home address or mailing address if different;  
30 xiii. City;  
31 xiv. State;  
32 xv. Zip code;  
33 xvi. Birth date;  
34 xvii. CalPERS Status ("Y" if in CalPERS; "N" if not in CalPERS);  
35 xviii. Hire date

36 Unit members retain all rights to opt out of information disclosures to CSEA pursuant to State  
37 law (including but not limited to Cal. Gov. Code § 6254.3).  
38

- 39 b. Periodic Update of Contact Information: The District shall provide CSEA with a list of all  
40 bargaining unit members’ names and contact information on the last working day of  
41 September, January and May. The District will provide the following information:  
42

- 43 i. First name;  
44 ii. Middle initial;  
45 iii. Last name;

- iv. Suffix;
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number
- xix. Home telephone number;
- xx. Personal cellular telephone number on file with the District;
- xxi. Personal email address on file with the District;
- xxii. Home address or mailing address if different;
- xxiii. City;
- xxiv. State;
- xxv. Zip code;
- xxvi. Birth date;
- xxvii. CalPERS Status ("Y" if in CalPERS; "N" if not in CalPERS);
- xxviii. Hire date

Unit members retain all rights to opt out of information disclosures to CSEA pursuant to State law (including but not limited to Cal. Gov. Code § 6254.3).

The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service in a format with each field in its own column.

- c. The District will provide notification to unit members in its annual notice to employees that it will be disclosing information required under AB 119 to CSEA on a periodic basis. The notice shall state: "The District will provide CSEA with specific employee information periodically as per Art. 3.5.2 of the contract. Employees should refer any questions to the CSEA labor relations representative."

### 3.5.2 NEW EMPLOYEE ORIENTATION

- a. "New employee orientation" means the onboarding process of a newly hired employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b. The District will hold new employee orientation (new hire paperwork) sessions weekly provided one or more employees have been hired and confirmed attendance. The weekly session will be held at a predetermined time and day of the week. If the District changes the day and time, ten day notice shall be sent to the Chapter President and the CSEA Labor Relations Representative simultaneously by email delivery.
- c. The District agrees to provide CSEA access to its new employee orientation sessions, subject to the following provisions.

- i. CSEA is given notice of the standing employee orientation meeting, and if the day of the week and/or time of the meeting changes, CSEA shall receive not less than ten (10) days' notice in advance of an orientation meeting, except that a shorter notice may be provided where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
- ii. As part of new employee orientation, the District agrees to provide CSEA with up to 30 minutes of paid release time on the day of District orientation to conduct a CSEA orientation (30 minutes includes travel time).
- iii. The CSEA Labor Relations Representative may attend the CSEA orientation session.
- iv. Additionally, the CSEA chapter president or designee may drop into the District's annual new employee orientation at a mutually-agreed upon time to be introduced to the new employees.

#### 3.5.4 ENFORCEMENT

- a. Any alleged violation, misinterpretation, or misapplication of the terms of this subsection (AB 119 provisions) shall be subject to the grievance provisions of the collective bargaining agreement, except as follows:
- b. CSEA and its Redwood Chapter #88 are the grievant for any alleged violation of this subsection (AB 119 provisions). No single employee or group of employees may grieve this agreement
- c. Opportunity to Cure: Before filing a grievance alleging the District failed to provide information consistent with this Section (AB 119 provisions), CSEA will notify the District that it failed to provide information, and the District will have five (5) business days to provide the information. The timelines for filing a grievance will commence after the five (5) business day period has expired if the District fails to provide the information in that time.
- d. Expedited Grievance Procedure: For the purposes of this Section, the grievance procedure shall commence at the Formal Level – Level II (Article XIII).

### ARTICLE IV

#### PERFORMANCE EVALUATIONS

- 4.1 **Intent:** It is the intent of the parties that the evaluation process be utilized for assessing performance, in addition to being a staff development tool. Evaluations should be conducted in a manner that encourages improvements in employee performance and skills, and which provides guidance and support for employee development and advancement.
- 4.2 **Probationary Employees:** Newly hired and newly promoted employees shall be evaluated during the probationary period of one (1) calendar year of service. In the normal cycle these

evaluations shall typically fall during the third, sixth, and eleventh months of probation. When the typical schedule for evaluation falls during a non-work month for an employee, the District shall set the schedule for the three (3) evaluations so that they occur while the employee is working and during the probationary period.

4.2.1 For unit members hired or promoted on or after July 1, 2021, the probationary period shall be six (6) months or 130 days of paid service, whichever is longer. These unit members shall have two (2) evaluations during the probationary period: the first by the end of 45 days of paid service and the second within the fifth month of the probationary period.

4.2.2 CPI/Safety Training and CPR/First Aid are a requirement of employment. It is the obligation of the employee to complete these requirements on his/her own time and provide proof of completion prior to the end of the probationary period. Accommodations shall be made by supervisors to allow probationary employees to complete the required training during their probationary periods at the request of the employees, i.e. flexing hours.

4.3 **Permanent Employees:** All permanent employees shall be evaluated at least one per fiscal year. The parties agree that this schedule of evaluations reflects minimums. Additional evaluations may be made by the District. Additional evaluations shall be made when requested by an employee, not to exceed two (2) per fiscal year.

4.4 **Scope of Evaluation:** Each evaluation shall assess current job performance only. Reference to prior evaluation periods may be made only for the purpose of noting changes in ratings from those previously issued.

4.5 **Failure to Evaluate:** If the District fails for any reason to evaluate a permanent employee in accordance with the above schedule, the employee shall be considered to currently meet District standards in all areas of the evaluation form until such time as a subsequent evaluation is completed.

4.6 **Employee's Comments:** No evaluation will be complete for filing until the employee has received a copy of the evaluation, has had an opportunity to comment thereon, and has had an opportunity to meet with the Supervisor and discuss the evaluation. This meeting shall occur during the employee's regularly scheduled work hours or, at supervisor's discretion and employee's agreement, during non-work time hours. Employee shall receive appropriate compensation for the additional time.

4.7 **Verifiability:** The supervisor shall not include unverifiable statements in his/her evaluation of an employee.

4.8 **Ratings Related to Needs Improvement or Unsatisfactory:** Such ratings shall contain the supervisor's written explanation for the rating and the supervisor's suggestions for improvement.

4.9 **Appeal of Process:** If an employee believes that his/her evaluation was conducted in violation of the process requirements of this Agreement, recourse through the grievance article of this Agreement shall be available.



4.10 **Forms:** The form used for evaluation is attached as Appendix E.

4.11 **Evaluation Authority:** Unit members who serve in a supervisory capacity may be asked to provide input in the evaluation process of a unit member they supervise, but shall not be required to sign Appendix E hereto nor attend any evaluation meetings.

## ARTICLE V

## HOURS AND OVERTIME

5.1 **Work Week:** The basic work week for full-time employees shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. The work week for all employees shall be Monday through Friday.

5.2 **Designation of Work Day:** Each employee and position shall be assigned a regular, minimum number of hours per day, days per week, and months per year. Each employee shall be assigned a fixed and regular work schedule each day of the week, which may not be the same schedule each day of the week, but which shall be the same schedule from week to week.

5.2.1 **Adjustment to Assigned Time:** Any employee who works a minimum of thirty (30) minutes or more per day in excess of his/her regular part-time assignments for a period of twenty (20) consecutive working days or more shall have his/her regular assigned time adjusted upward to reflect the longer hours, effective with the next pay period.

5.2.2 The District may change the assigned work time of a unit position up to one (1) hour, unless an employee agrees in writing to a shift change of more than one (1) hour, earlier or later than the established hours of the position up to one time in any six (6) month period unless otherwise agreed to by the District and employee, provided the following conditions are met:

- a. The District requesting administrator must deliver written notification of the shift change to the CSEA Chapter President and the unit member.

The notification shall include rationale behind the change ten (10) days prior to implementation;

b. If the bargaining unit member believes the shift change will cause a personal hardship, the bargaining unit member shall have five (5) working days to present an appeal to the Superintendent or designee. The response to the appellant shall be presented within five (5) working days with full copy to the CSEA Chapter President;

c. The total number of hours per day, days per week, days per year of the position must be maintained (e.g. eight (8) hours per day/five (5) days per week, number of days per year).

5.2.3 Temporary Shift changes may occur during the school year to accommodate instructional and/or extra curricular programs of the District. Temporary changes of over two (2) days may be made providing the following conditions are met:

a. The District requesting administrator must deliver written notification of the proposed change to the CSEA Chapter President and the affected employee communicating the

desire to make a specific change of more than two (2) days;

- b. Temporary changes shall not exceed three (3) consecutive weeks for any single position except for adjustments made during the summer.

**5.3      Lunch Periods:** Employees who work five (5) or more hours per day shall be entitled to a duty free and unpaid lunch period of no less than thirty (30) minutes. Employees who work more than (5) hours but less than six (6) hours per day may elect to forego the regularly scheduled duty free and unpaid lunch period of thirty (30) minutes upon written agreement between the employee and his/her supervisor. A signed photo copy of the election to forego the scheduled rest period must be sent to the Personnel Department for inclusion in the employee's personnel file. Such lunch period shall be assigned to take place near the mid-point of the workday. At the employee's option, the employee may leave his/her job site during the uninterrupted lunch period.

Food Service Employees entitled to a lunch period under section 5.3 will have their lunch period scheduled by their supervisor in consultation with the employee. Due to work demands, the lunch period may not be scheduled near the mid-point of the work day or during high demand work times.

**5.4      Relief Periods:** Be it termed a relief period, rest period, or coffee break, each employee working six (6) or more hours shall be allowed two (2) fifteen (15) minute relief periods daily. Each period shall be assigned to be taken at approximately the end of the second and sixth hours of employment. Employees who work more than two (2) hours, but less than six (6) hours, shall be assigned one (1) fifteen (15) minute relief period daily. Relief periods shall be scheduled by the immediate supervisor upon consultation with the employee. Relief periods shall be paid time and shall be taken only at the work site at which the employee is working at the time.

**5.5      Compensatory Time Off:**

**5.5.1** An employee may elect to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime. All overtime and the use of compensatory time off is subject to prior approval by the supervisor.

**5.5.2** If compensatory time has been elected but not taken by an employee, and the accumulated time exceeds more than forty (40) hours, the employee shall be compensated for time in excess of forty hours in cash at the straight time rate since the compensatory hours booked have had the overtime factor already applied. The District may deny the taking of compensatory time as requested by the employee and require rescheduling, if necessary, to conduct the District's business. Compensatory time scheduling shall be based upon seniority similar to the setting of vacation schedules.

**5.6      Minimum Call-In Time:** Any employee called back to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

- 1       5.7       **Call-Back Time:** Any employee called back to work after completion of the regular work day  
2       who has left the work site shall be compensated for at least two (2) hours pay at the appropriate  
3       rate under this Agreement.  
4
- 5       5.8       **Standby Time:** Standby time for employees on special event trips shall be considered as  
6       regular hours worked at the appropriate rate under this Agreement. However, this provision  
7       shall not apply to employees on overnight trips. In such cases, non-duty time in excess of the  
8       regular work days shall not be paid.  
9
- 10      5.9       **Overtime:** Except as otherwise provided herein, all authorized overtime hours as defined in  
11      this section shall be compensated at a rate of pay equal to time and one-half the regular rate of  
12      pay of the employee.  
13
- 14               Overtime is defined to include any time worked in excess of eight (8) hours in any one day or  
15      on any one shift, and in excess of forty (40) hours in any calendar week, whether such hours  
16      are worked prior to the commencement of a regularly assigned starting time or subsequent to  
17      the assigned quitting time.  
18
- 19      5.9.1     Except as hereafter provided, all hours worked beyond the work week of five (5) consecutive  
20      days shall be compensated at the overtime rate for the sixth day of the work week, and at  
21      double the regular rate of pay for the seventh day of the work week. For those employees  
22      working Monday through Friday, or Monday through Thursday on a 4–10 schedule, the work  
23      week shall be considered to begin on Monday. For those employees working Tuesday through  
24      Friday on a 4–10 schedule, the work week shall be considered to begin on Tuesday.  
25
- 26      5.9.2     **Holiday Overtime Rate:** For all hours worked on days designated herein as holidays, the  
27      employee shall be compensated at double their normal hourly rate in addition to receiving  
28      their regular holiday pay.  
29
- 30      5.9.3     **Overtime Distribution:** The opportunity to take overtime shall be distributed and rotated as  
31      equally as practicable among the employees classes appropriate to the nature of the work to be  
32      performed.  
33
- 34      5.10      **Recess Assignments:** Employees whose regular work year excludes service during winter,  
35      spring, and/or summer recess periods shall be given the opportunity to apply for any short-term  
36      positions which may be available during these periods. Assignments to such work shall be  
37      preferentially granted to qualified applicants within the same job family as the opening in order  
38      of District seniority. Second priority will be given to qualified applicants from other employee  
39      families also in order of seniority. Skills test may be required of all employees who apply for  
40      positions outside their regular classification. If the District chooses to require a skills test for  
41      employees seeking a recess assignment outside of their regular classification(s), the test must  
42      be required of all of these employee applicants.  
43
- 44               An exception will be made if the recess assignment involves a special education student with a  
45      one-on-one special education instructional assistant and/or an interpreter/tutor, in which case,  
46      the current employee(s) providing the specialized service to the student will be given the  
47      voluntary option to work the short-term position during the recess period first, prior to the  
48      aforementioned, order of hire.

- 1 5.10.1 Employees who accept such employment will be paid an hourly rate based upon the first step  
2 of the classification in which the short-term opening occurs if the classification is in a different  
3 job family than their regular assignment. If the work is in the same job family as their regular  
4 assignment, the employee shall receive their current step in the classification in which the  
5 short-term opening occurs. Recess work is considered short-term.  
6
- 7 5.10.2 If the assignment is for a greater number of daily hours than the employee's regular academic  
8 year position, an employee who is currently receiving benefits shall have his/her insurance  
9 premium proration obligation adjusted for the term of the assignment.  
10
- 11 5.11 **Shift Differential Compensation:** All employees whose assigned work day commences at or  
12 after 12:00 (noon) and/or continues after 7:00 p.m., shall be paid a shift differential premium  
13 of twenty-seven cents (\$.27) per hour above the regular rate of pay for all hours worked,  
14 including overtime, effective January 1, 2017. Shift differential compensation will be adjusted  
15 according to negotiated salary schedule adjustments and applied simultaneously. This  
16 differential pay rate applies to hours filled for backfilling purposes that meet the differential  
17 time requirements.  
18
- 19 5.11.1 Effective July 1, 2019 the shift differential premium will be \$0.28 per hour.  
20
- 21 5.11.2 Effective July 1, 2021, the shift differential premium will be \$0.30 per hour.  
22
- 23 5.12 **Split Shift Differential Compensation:** All employees whose assigned shift contains one or  
24 more periods of unpaid time whose total exceeds one and one-half (1-1/2) hours shall be paid a  
25 shift differential premium of twenty-seven cents (\$.27) per hour above the regular rate of pay  
26 for all hours worked, including overtime. Shift differential compensation will be adjusted  
27 according to negotiated salary schedule adjustments and applied simultaneously. This split  
28 shift differential is not paid if the employee accepts an additional part-time assignment with the  
29 District for that interim period of time.  
30
- 31 5.12.1 Effective July 1, 2019 the split shift differential premium will be \$0.28 per hour.  
32
- 33 5.12.2 Effective July 1, 2021, the split shift differential premium will be \$0.30 per hour.  
34
- 35 5.13 **Four-10 Hour Work Days (4/10):** The parties agree that a workday/workweek system of four  
36 consecutive ten-hour days, either Monday through Thursday or Tuesday through Friday, may  
37 be implemented at any time during the life of the Agreement for an individual or for any  
38 occupational group of employees, be it by work site or department, subject to mutual  
39 agreement of the District and the affected employees. No employee may be forcibly required  
40 to alter his/her established workday/work week to a 4/10 schedule.  
41
- 42 The 4/10 system may be implemented on a seasonal or experimental basis and may be adopted  
43 as standard operating procedure within any occupational group which finds it beneficial.  
44
- 45 When the 4/10 system is utilized, the parties agree that the overtime pay provisions of  
46 Education Code Section 45132 will apply in lieu of the provision of the Agreement (Section  
47 5.9). The District shall pay double overtime for work performed on the seventh day of the  
48 workweek. For purposes of determining holiday eligibility under Article XI, employees on the

4/10 system shall be considered as working the standard five day workweek (they shall lose no paid holiday for which they would have been eligible under a five day workweek).

Implementation of the 4/10 system shall have no negative impact on the employees' seniority or their service credit computations under CalPERS. Implementation of the 4/10 system shall not negatively impact employees' vacation accruals under Article IX-Vacations.

Bereavement, sick, industrial accident and illness, and personal emergency leaves shall be computed on an hourly rather than a daily basis when an employee is on the 4/10 system.

**5.14 Replacement of Absent Employee/Backfilling:** When the District decides to replace an employee temporarily absent from work due to illness or on some other form of leave for a period of time anticipated to extend twenty-one (21) working days or longer, preference for the temporary assignment shall be given to qualified employees in the unit who apply for the assignment, over other applicants.

**5.14.1 Food Services Department:**

a. When an absence or vacancy exists and the duration is anticipated to be five (5) working days or less, this will occur only at the work site at which the absence or vacancy exists. In the event that the employees at the work site are neither qualified nor desirous of the temporary assignment, the district may employ a temporary external employee.

b. When an absence or vacancy exists and the duration is anticipated to be longer than five (5) working days, this will occur on a district-wide basis. See 1 and 2 under Section C.

c. General Conditions:

i. When backfilling is to occur, either at a work site or district-wide, employees will be "moved up" based upon the following priorities:

First, to employees in the same job class, by seniority, who are working fewer hours than the temporarily vacated position; then to employees in the next lower job class, by seniority, whose current assignment has fewer hours than the temporarily vacated position.

ii. The Food Service Supervisor shall maintain a seniority list of those employees wishing to backfill district-wide. The list will be updated annually at the start of each school year, through circulation of a memo to all employees in the Food Services Department asking if they wish to be placed on the list. Employees may add or drop their names from the list at any time during the year by sending a memo to the Supervisor indicating their desire to do so.

iii. In the event a given absence/vacancy which originally anticipated to be of a day-to-day occurrence changes to one which is anticipated to extend beyond five (5) working days (i.e., prospective duration) district-wide backfilling shall replace on-site backfilling as outlined in Section 2.

- iv. If an employee refuses or is unable to accept the temporary assignment to the vacant position, the employee forfeits his/her right for that time only.

5.14.2 **Operations Department:** Within the Operations Department, the temporary vacancy will first be offered to other employees in the same job family, at the same job site, in order of seniority.

5.14.3 **Transportation Department:** Within the Transportation Department, an absent bus driver's regular AM and PM runs may be assigned to a substitute. Any noon bus run shall first be offered to regular, less-than-8-hour bus drivers, in order of seniority, before the vacancy is filled by an external substitute.

5.14.4 **Maintenance Department:** Within the Maintenance Department, the temporary vacancy will first be offered to other employees in the same department, at the same job site, in order of seniority.

5.14.5 **Warehouse Department:** Within the Warehouse Department, the temporary vacancy will first be offered to other employees in the same job family, in order of seniority.

5.15 **Bus Route Bidding (Blue Collar Unit):**

5.15.1 Selection of bus routes and determination of regular work hours:

1. The Transportation Director shall notify each bus driver of the date, time and location scheduled for route selection at least ten (10) days in advance of the route bidding.
2. At least seven (7) days prior to the start of the new school year the Transportation Director shall assemble a list of the known bus routes available for selection. Information for each route shall include:
  - a. Schools serviced and a list of bus stops.
  - b. The bus that will be assigned to the route.
  - c. The approximate number of hours needed to perform the daily route which shall include 20 minutes for bus inspection, 15 minutes after returning from the morning route for sweeping the bus, and 30 minutes after returning from the afternoon route to fuel and wash the bus. All route hours shall be rounded up to the nearest quarter hour.
3. The assembled am/pm bus routes shall be given to the bus driver with the highest level of seniority for his/her review and selection of the bus route. Once the senior bus driver has selected an am/pm route, the remaining am/pm routes shall be passed on to the next senior bus driver for his/her review and selection. This process shall continue until such time as all am/pm routes have been selected. After completion of the selection of the am/pm bus routes, all mid day, noon and after hours routes shall be selected using the same method, provided that no driver may select a route that will cause him/her to work

more than eight (8) hours per day on a daily basis. Seniority shall be determined by the Personnel Office. Each driver shall have at least five (5) minutes for route selection.

4. Within three (3) working days after the bus drivers have selected routes and hours, the Transportation Director shall notify the Personnel Department of the regular number of work hours for each school bus driver for the upcoming school year. The newly assigned route hours shall become effective on the first official work day of the new school year.
5. Once selected, bus drivers will retain the routes they have selected until the next annual bidding takes place unless they are bumped off their routes by a senior bus driver who has had his/her route hours reduced by thirty (30) minutes or more during the school year.
6. Both parties agree that the route selection/hour's determination process above shall eliminate the classified employee layoff/reduction in hours procedures detailed elsewhere in this contract, for school bus drivers at the beginning of each new school year.

#### 5.15.2 **Adjustment of Route Times:**

1. Bus drivers who are directed to work thirty (30) minutes or more in excess of their regular work assignment for twenty (20) consecutive working days shall have their regular work assignments adjusted upward to reflect the longer hours.
2. Request for bus drivers to work additional hours shall be approved by the Transportation Director, except in emergency situations which could adversely affect the safety of students.
3. A school bus driver shall not suffer a decrease in his/her paid assigned hours as the result of the temporary failure of a student assigned to the driver's daily route to attend class or school to which they are assigned.
4. After the annual route selection process is complete, regular established routes may be permanently reduced in hours (formal reduction) when the reduction is due to students who were regularly assigned to the route, moving away or being transferred to another school district. Any bus driver who suffers a reduction of thirty (30) minutes or more in his/her regular assigned route times, shall be afforded all of the rights afforded to classified employees facing a layoff/reduction in hours and shall have bumping rights as afforded under this contract.

#### 5.15.3 **Route Changes:**

1. The Director of Transportation shall authorize any necessary changes to bus driving routes. The dispatcher shall keep an updated copy of each route in the master file.

#### 5.15.4 **Field Trip Assignments:**

1. There are three (3) classes of field trips and all will be assigned to bus drivers via a rotational seniority system with the most senior driver starting the rotation list at the beginning of each new school year.

- a. Regular field trips are trips that are received and handed out to bus drivers for them to select no later than Wednesday of the week prior to the date of the field trip, and that are scheduled to need a driver for at least two (2) hours.
  - b. Last minute field trips are those that are received and that will occur within the week that field trip selections have already been made, and that are scheduled to need a driver for at least two (2) hours.
  - c. Short trips are those trips that are scheduled to need a driver for less than two (2) hours and can occur at any time.
2. Each class of field trips shall have a separate rotational seniority list which shall be kept updated by the Transportation Dispatcher and available for review at all times by the bus drivers.
  3. Although home to school transportation is the primary duty and responsibility of school bus drivers, every effort shall be made to cover a driver's regularly assigned route whenever the field trip that he/she has selected to drive interferes with the driver's regular route.
  4. Substitute bus drivers may be asked to help cover field trips if no substitute driver has been trained on the field trip driver's regular bus assignment or when no substitute is available to drive the regular bus route of a driver that has selected a field trip. The choice to assign a substitute bus driver to drive a regular bus driver's assigned route shall be made by the Transportation Director after giving careful consideration to the training of the substitute and the safety and welfare of the students.

5.16 **Multiple Positions:** Part-time employees shall have the right to apply for additional part-time positions in their classes which neither conflict with the hours of their current positions, nor result in a total assignment in excess of eight (8) hours per day or forty (40) hours per week.

5.17 **Increase in Hours:** Whenever the District increases the daily hours and/or lengthens the assigned work year of one or more established positions, the incumbent(s) in the position(s) shall receive the increased hours/work year. An increase in hours and/or work year does not create a vacancy.

## ARTICLE VI

### PAY AND ALLOWANCES

6.1 **Regular Rate of Pay:** The regular rate of pay for each class of employees shall be determined from placement on the salary schedule which is attached as Appendix C.

6.1.1 Compensation increases in 2018-19, 2019-20, and 2020-21 as follows:

- a. For the 2018-19 school year, a one-time payment equal to \$500 per 1.0 FTE, pro-rated for part-time unit members (i.e., an employee who is 0.5 FTE who works half the year will receive 25% of the \$500), payable as soon as possible after ratification by both parties, to all unit members employed as of June 1, 2019.



- 1 b. Effective July 1, 2019, a 4.0% increase to the salary schedule.  
2  
3

4 **Special Note:**

5 Accelerated increase effective January 1, 2020: The 1% increase which was scheduled to  
6 be effective July 1, 2020 will be implemented January 1, 2020 with the same conditions  
7 noted in c. (i) and (ii) below.

8 The minimum wage increase to \$13 per hour effective January 1, 2020 was applied to the  
9 salary schedule first, and then the 1% increase was applied across the schedule.  
10

- 11 c. Effective July 1, 2020, a 1.0% increase to the salary schedule, subject to the following:  
12  
13 i. If certified CBEDS enrollment (as of October 1, 2019 and/or October 1, 2020)  
14 decreases by 100 or more from the certified CBEDS enrollment as October 1,  
15 2018 (3,643), negotiations shall be reopened on salary and fringe benefits and one  
16 additional article for each party for the 2020-21 school year. If the reopener is  
17 triggered, the starting point for negotiations in 2020-21 will be no compensation  
18 increase (i.e. the 1%).  
19  
20 ii. The 1.0% increase shall be paid retroactively to July 1, 2020 once CBEDS  
21 enrollment is certified and declines by fewer than 100 students (from 3,643).  
22  
23 d. Effective October 1, 2020, the District's annual contribution to health/welfare benefits  
24 will increase by \$300 for full-time, eligible unit members (pro-rated for part-time, eligible  
25 unit members per the contract.  
26

27 6.1.2 One (1) professional development training day will be provided in both 2019-20 and 2020-21,  
28 subject to the following conditions:  
29

- 30 a. All unit members shall be required to attend the mandatory four (4)-hour professional  
31 development training each year.  
32  
33 i. The parties agree to form a committee to determine appropriate and relevant  
34 professional development training topics. The committee shall be composed of up  
35 to three (3) unit members from CSEA Redwood Chapter #88, selected by CSEA,  
36 and up to three (3) ECS administrators.  
37  
38 b. Unit members who are not scheduled to work on the day of professional development  
39 training shall be paid for their attendance at their regular hourly rate.  
40  
41 c. The professional development day shall be held on a non-student, certificated professional  
42 development day, to be determined at a later date.  
43

44 6.1.3 The salary schedules will be modified as follows in accordance with State minimum wage  
45 increases:  
46

- 47 a. Effective January 1, 2019, all cells on the White Collar and Blue Collar salary  
48 schedules that are below \$12.00 shall be increased to \$12.00.  
49

- b. Effective January 1, 2020, all cells on the White Collar and Blue Collar salary schedules that are below \$13.00 shall be increased to \$13.00.
- c. Effective January 1, 2021, all cells on the White Collar and Blue Collar salary schedules that are below \$14.00 shall be increased to \$14.00.

#### 6.1.4 Effective July 1, 2021-

- a. The Blue Collar and White Collar salary schedules shall be combined.
- b. The equivalent of approximately 6.0% will be applied to the new combined classified salary schedule, as described further below.
- c. Included in the 6.0% shall be:
  - i. The merging and ranging of Blue Collar and White Collar classifications (as proposed by CSEA);
  - ii. Reducing ranges (from 35 to 20);
  - iii. Range and step increase increments (as proposed by CSEA);
  - iv. Any changes to step banding;
  - v. Any guaranteed increases for unit members (e.g., every unit member will receive at least a 2% increase); and
  - vi. Any increases applied to the salary schedule.
- The following squaring shall apply to the salary schedule:
  - 1. Ranges shall be approximately 2.5% between all ranges. (Variation based on rounding)
  - 2. Step increases shall be progressive increases from 1% to 5% in 0.5% increments
  - 3. Longevity bands shall be 4% between bands
  - 4. Every current unit member will be placed on a step which reflects at least a 2.00% increase for 2021-22. This may result in an increase or a reduction in step placement.

Methodology: Take the unit member's step placement for 2021-22 (including Pro Growth), multiply that cell by 1.02, and the unit member will be placed on the lowest cell (in the range for their classification) which reflects at least a 2.00% increase from their original step placement in 2021- 22.

Given the fact that some of the calculations are approximate, in case of any discrepancy between language and the attached salary schedule, the salary schedule shall be final.

- 6.2 **Initial Placement:** Newly hired employees shall be placed on the appropriate range and step based upon training and experience up to step 11.
- 6.3 **Step Advancement:** With the exception of those commencing employment between the immediately preceding January 1, and June 30, each employee employed in a regular position requiring at least one (1) hour per day service shall be entitled to an increment every July 1, until the top of the basic salary range applicable to his/her job classifications has been reached.
- 6.4 **Paychecks:** All regular paychecks of employees shall be itemized to the extent provided by the processing agency.
- 6.5 **Promotional Transfer:** Any employee receiving a promotional transfer within the same job family as set forth in Appendices A1 and A2 shall be placed at the appropriate range at the same step as previously held; otherwise, placement shall be at the lowest step of the new range which provides for an increase in salary of at least 2.5%.
- 6.6 **Mileage:** Any employee authorized to use his/her vehicle on District business shall be reimbursed for all miles driven on behalf of the District at the prevailing Internal Revenue Service reimbursement rate. All calculations for mileage reimbursement shall be effective with the date of Internal Revenue Service notification of changes.
- 6.7 **Other Travel Expenses:** When employees are authorized to be absent from the District on District business, and outside of the county including employees on special assignment requiring an overnight stay, the District shall compensate the employee for all reasonable and actual expenses paid or incurred in accordance with Board policy and with the District's E-36 and E-39 forms.
- 6.7.1 Travel time for employees shall be limited to the employee's regular rate of pay on weekdays, and 1-1/2 the employee's regular daily rate of pay for travel on weekends and holidays.
- 6.7.2 The District shall encourage professional development opportunities for classified employees. When employee attendance is not mandated, the site administrator and employee shall discuss and agree upon reimbursement rates for out of pocket expenses and any special salary arrangements prior to the employee's departure.
- 6.8 **Tools:** The District shall provide all tools, equipment, and supplies to be used by employees for performance of employment duties. However, if an employee, with the express prior approval of the District, provides his/her own tools or equipment, the District agrees to pay for any loss or damage or for the replacement cost of the tools or equipment resulting from normal wear and tear.
- 6.9 **Physical Examinations:** Except as hereinafter provided, the District shall compensate employees for the cost of any medical examination required as a condition of continued

employment. Any employee who is medically unable to take a free T.B. patch test and requires an x-ray test shall be compensated for said cost if a free x-ray test is not available. In any circumstance where the District is to compensate the employee for the cost of a medical exam or x-ray, the District may designate or provide the doctor or lab which is to perform the examination or test, and shall have the right to receive a copy of the doctor or lab report. If necessary, release time will be granted for required T.B. tests.

**6.10 Required Training:** The District shall reimburse employees for tuition costs and fees of training programs where attendance of employees is required by the District. However, the employee may elect to pay the costs and fees and apply the program to professional growth credit, when the program otherwise qualifies.

**6.11 Professional Growth:**

A. Professional development of all classified employees will be coordinated by the District.

1. Professional growth for all employees shall be compensated by a one percent (1%) increase to the employee's salary (based on Step and Range at the time) for every for every forty-five (45) hours of approved professional growth. To qualify for initial step movement, the employee must have reached permanent status and must successfully complete the prerequisite course work in CPR/First Aid and CPI (Non-violent Crisis Intervention Trainings).

2. A maximum of three (3) sets of forty-five (45) hours of approved professional growth may be completed for schedule movement within one (1) academic school year.

B. 1. March 15<sup>th</sup> shall be the final date for employees to indicate their intent to move on the salary schedule as a result of completing one or more sets of forty-five (45) hours.

2. Course work must be completed before the first day of the academic school year.

3. Verification of all applicable professional growth work must be presented to the Personnel Department no later than December 1.

4. Application for Professional Growth may be made at any time. The Superintendent or designee will review all applications and advise the employee regarding his/her Professional Growth Plan, or request additional information regarding the Plan.

5. Successful completion of any course work described in this section is defined as making satisfactory progress in course content and at least 90 % attendance.

6. Professional growth plans may include classes, courses or workshops offered through colleges or universities, the County Office of Education or similar institutions if the training is directly related to the employee's job duties.

All classes taken at either College of the Redwoods or Humboldt State University must be successfully completed with a grade of "C" or better, or a pass grade if the class is taken on pass/fail basis.

7. Classes, Workshops and Trainings, etc., Needing Prior Approval

Applications must be made to the Superintendent or designee **prior** to initiating classes at colleges, universities, trade schools, or attendance at workshops/seminars. College courses – full semester credit granted by College of the Redwoods or Humboldt State University.

1 semester unit = 15 hours

1 quarter unit = 10 hours

An employee may request approval to repeat classes within approved college level course from the Superintendent or designee. Employees attending summer encampments or training programs to fulfill their military obligation may be granted credit for up to and including six (6) semester units in accordance with the unit credit schedule. Credit as described in this section must gain prior approval by the Superintendent or designee.

8. Expenses for classes or workshops taken for professional growth must be paid for by the employee. Professional growth will not be granted for classes or workshops in which expenses were paid by the District. All classes, workshops, seminars or trainings must be taken outside the employee's workday to qualify for professional growth units for salary purposes. Employees may use approved vacation hours and/or discretionary hours to cover such time.
9. An employee whose Professional Growth Plan has been disallowed by the Superintendent or designee may within ten (10) working days of his/her notification, appeal the disallowance to the Professional Growth Review Panel for final decision. The Professional Growth Review Panel shall be comprised of the Chapter President of CSEA, the Vice Presidents of both Blue and White Collar units and three (3) District representatives. The ruling by the Professional Growth Review Panel shall be binding on all parties, and not subject to the grievance procedure.

6.12 **Extra Pay For Work Out Of Classification:** Employees who are assigned to temporarily assume higher job classification shall receive pay at the range of the higher classification for the entire period worked. This section does not imply that extra pay is due to an employee who assumes only incidental responsibilities for another employee or position when that employee is absent or the position is vacant. The employee's step and professional growth increments will remain unchanged if the temporary position is within the employee's job family. If the temporary position is outside the employee's job family, the employee shall be paid at the higher range but at the lowest step that is higher than the employee's regular rate of pay.

6.13 **Early Retirement Notice Incentive:** Any employee who notifies the District 12 months in advance of their intent to retire will receive a 5% increase of base pay. Employees giving 6 months notices will receive 2.5%. These increases, unless otherwise approved by PERS, do not change compensation calculations for purposes of a PERS retirement.

6.14 **State Disability Insurance Deduction:** Each employee shall have deducted from his/her pay an amount sufficient to pay premiums for the State Disability Insurance program (SDI). Any

employee receiving benefits under SDI who elects to coordinate his/her Disability Benefits with Sick Leave Benefits, shall within 15 days of receipt of the Disability Payment remit the full amount of compensation under SDI in the form of a personal check or cashier's check as well as the Explanation of Benefits statement to the District's accounting department. The District shall, in turn, issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct partial retirement and other authorized deductions as required by law from that portion of the warrant which is provided by the District. The SDI benefit amount is not subject to any deductions.

6.14.1 Coordination of SDI basic benefits and accumulated sick leave means that to the effect that there shall be deducted from the employee's accumulated sick leave only that portion of a day's leave which, when combined with the SDI basic benefit amount, equals a regular day's pay.

6.14.2 Should the employee decide to not coordinate benefits or not fully advise the District of all SDI benefits, the employee shall be fully responsible to SDI and to the District for any and all overpayments as a result of receiving SDI benefits and/or District compensation.

6.15 **Reclassification/Reallocation Committee:**

6.15.1 Classification for the purposes of this section is defined as the assignment of a rate of pay to a newly created class of positions. Classifications shall be handled directly by the District and CSEA negotiating teams whenever a new class of positions is created, and are not subject to consideration by this committee. The District may fill positions in a newly created class at their recommended rate of pay, which shall be subject to retroactive adjustment based on the outcome of negotiations.

6.15.2 Reclassification for the purposes of this section is defined as the assignment of a different rate of pay to one or more positions in an existing class when at the same time the job description for the position(s) is changed as a result of significant changes in the duties of the position(s).

6.15.3 Reallocation for the purposes of this section is defined as the assignment of a different rate of pay to an existing class of positions when the duties of the affected positions have not changed significantly.

6.15.4 The Reclassification/Reallocation Committee shall be composed of the Director of Personnel and the appropriate CSEA unit Vice-President for the position(s) or class(es) of positions being considered.

6.15.5 The committee shall meet each year in which requests for reclassification and/or reallocations are submitted by employees in accordance with the established procedures and timelines. The committee shall investigate requests as necessary, consider and make recommendations on requests to the District and CSEA.

6.15.6 During the month of January and not later than January 31, employees seeking reclassification or reallocations must submit their requests on forms available in the Human Resources office to the Director of Personnel. The forms must be signed by the employee. It is the employee's responsibility to submit accurate and thorough information in the request, in order that the committee may make an informed recommendation.

- 1 6.15.7 During the month of February, the committee shall meet as necessary to consider requests  
2 received by January 31. The committee shall make written recommendations on requests to  
3 the District and CSEA not later than February 28.  
4
- 5 6.15.8 During the months of March and April, and not later than April 30, CSEA shall meet to  
6 review the recommendations and act to approve or reject committee recommendations.  
7 During the months of May and June, but no later than June 30, the District shall act to  
8 approve or reject CSEA recommendations.  
9
- 10 6.15.9 If the District and the appropriate CSEA unit both approve a recommendation of the  
11 committee, that recommendation shall be implemented the following July 1. If either or both  
12 parties reject a recommendation, the issue may be raised by either party during subsequent  
13 contract negotiations.  
14
- 15 6.15.10 Individuals or classes of positions may not seek a reclassification or reallocation more  
16 frequently than three (3) years if the request has been denied two (2) subsequent years.  
17  
18

## 19 ARTICLE VII

### 20 RIGHTS OF BARGAINING UNIT UPON CHANGE IN SCHOOL DISTRICT

- 21  
22
- 23 7.1 In the event of a change in the geographic boundaries of the District, the effect of this contract  
24 and the representative standing of the CSEA will be determined in accordance with the rules  
25 and regulations of the decisions of the PERB.  
26  
27

## 28 ARTICLE VIII

### 29 HEALTH AND WELFARE

- 30  
31
- 32 8.1 **Health Insurance:** Effective July 1, 2018, the medical plan options will be the plans offered  
33 by Self-Insured Schools of California (SISC) unless otherwise bargained.  
34

35 Effective July 1, 2015, the District's contribution to medical benefits per full-time unit  
36 member will be \$986 per month on an ongoing basis. The unit member's share of the medical  
37 benefit insurance premium shall be based on the medical coverage plan that the unit selects  
38 and the cost of the plan that exceeds \$986 per month.  
39

40 Effective January 1, 2017, the District's contribution to medical benefits per full-time unit  
41 member will be \$1,021 per month on an ongoing basis. The unit member's share of the  
42 medical benefit insurance premium shall be based on the medical coverage plan that the unit  
43 selects and the cost of the plan that exceeds \$1,021 per month.  
44

45 Effective October 1, 2020, the District's annual contribution to medical benefits per full-time  
46 unit member will be \$1,036 per month on an ongoing basis. The unit member's share of the  
47 medical benefit insurance premium shall be based on the medical coverage plan that the unit  
48 selects and the cost of the plan that exceeds \$1,036 per month.  
49

50 Effective October 1, 2021, the District's annual contribution to medical benefits per full-time

unit member will be \$1,086 per month on an ongoing basis. The unit member's share of the medical benefit insurance premium shall be based on the medical coverage plan that the unit selects and the cost of the plan that exceeds \$1,086 per month.

Effective October 1, 2022, the District's annual contribution to medical benefits per full-time unit member will be \$1,126 per month on an ongoing basis. The unit member's share of the medical benefit insurance premium shall be based on the medical coverage plan that the unit selects and the cost of the plan that exceeds \$1,126 per month.

Effective October 1, 2023, the District's annual contribution to medical benefits per full-time unit member will be \$1,166 per month on an ongoing basis. The unit member's share of the medical benefit insurance premium shall be based on the medical coverage plan that the unit selects and the cost of the plan that exceeds \$1,166 per month.

The parties' February 2018 MOU transitioning the classified unit's health and welfare benefits to SISC and ending coverage under North Coast Schools Medical Insurance Group (NCSMIG) JPA effective at midnight June 30, 2018 is incorporated below.

#### **Notice of Withdrawal from Current Benefit Program Provider**

The District shall give NCSMIG final notice by March 1, 2018 of its intent to withdraw all coverage. The effective date of withdrawal shall be midnight, June 30, 2018, and all eligible employees shall maintain their current coverage until that date.

#### **Notice of participation in New Benefit Program Provider**

The District shall give notice to SISC with the plans chosen by the Committee to begin coverage of all eligible employees, current and retired, on July 1, 2018.

#### **Health and Welfare Benefits Committee**

1. The parties shall form a Health and Welfare Benefits Committee with equal representation from both parties. The purpose of the Benefits Committee is to research and review proposed health and welfare programs and to assist in the implementation of new plans during this transition period. Committee Members shall make determination of the plans best suited for initial enrollment offerings based on information available with effort to ensure options are comparable to current choices. The Committee shall review proposals from all other available providers and make recommendations to the negotiations teams as necessary. Any subsequent changes in H&W programs, including a change in provider from SISC, shall need to be negotiated between the District and CSEA.
2. For the 2017-18 plan year in the NCSMIG JPA the parties recognize there is currently an Incurred But Not Realized (IBNR) cost for leaving NSCMIG JPA. The parties acknowledge that the IBNR shall be considered as part of the premiums at the rate of \$40 per month for all eligible active and retired employees receiving Health and Welfare benefits, until the full cost is paid (estimated for 39 months). The costs may be incurred by either the eligible



enrolled member or the District or some combination of the two based on the District cap and individual plan selection.

#### Scope

1. The current annual contributions to Health and Welfare by the District, as per this Article, shall remain the same unless a change is negotiated in future contract negotiations.
2. The parties recognize that separation from NCSMIG Health benefits will also require a change in Dental benefits coverage. Any increased cost above the current District contribution will need to be negotiated. The parties agree to meet and negotiate the change in Dental coverage to a comparable plan with an effective date of July 1, 2018.

8.2 **Dental Insurance:** The District shall contribute the full premium cost of the existing fringe benefit program. The Plan shall be ECS Guardian—Plan 5. The annual coverage limit is \$2,000 per person each calendar year.

8.3 **Vision Insurance:** The District shall contribute the full premium cost of the existing fringe benefit program. The plan and carrier shall be Vision Service Plan (\$5 co-pay for an exam).

8.4 **Premium Conversion Plan:** The District agrees to maintain an IRC Section 125 premium conversion plan by which employees who pay all or a portion of their group insurance premiums may have the premium amount deducted from pre-tax wages.

8.5 **Proration of Benefits:** All employees who work at least a regularly assigned minimum of eight (8) hours per day for the academic year and all employees who work in positions whose annual assigned hours are at least the equivalent of one thousand four hundred forty (1,440) shall receive full benefits. All employees who work at least a regularly assigned minimum of four (4) hours per day for the academic year shall have the benefit entitlement prorated, with the District contributing the percentage of the benefit cost as the employee's regularly assigned minimum number of daily hours bears to an eight (8) hour day; provided that the employee contributes the balance of the benefit cost. Employees hired on or after July 1, 1996 who work less than a regularly assigned minimum of four (4) hours per day are not eligible to participate in the group insurance programs.

Employees hired prior to July 1, 1996 who work less than four (4) hours per day, and who enrolled in the group insurance programs prior to October 1, 1996, are eligible to continue receiving prorated District contributions toward premiums in proportion as the employee's regularly assigned minimum number of daily hours bears to an eight (8) hour day; provided that the employee contributes the balance of the benefit cost.

Eligible employees may elect coverage under any or all of the above insurance plans. Newly-hired eligible employees must decide which insurance plan(s) they wish to receive, and inform the District of their choice(s) during the first thirty (30) calendar days of employment. Once the initial decision is made, employees may only add insurance plan(s) not previously selected during the month of January each year.

The only exceptions to this annual open enrollment period are qualifying events determined by the North Coast Schools Medical Insurance Group. A copy of these qualifying events shall be available upon request. For all exceptions, an employee must notify the District of the insurance plan(s) selected within thirty (30) calendar days of the qualifying event.

8.6 **Retiree Health Benefits:**

Classified employees prior to the age of 65 shall receive the same health, dental and vision benefits provided to current classified employees of the District if they meet the following qualifications:

- a. Have reached the age of 55, and have been employed in the District at least ten (10) years, and are currently qualified to receive health, dental and vision benefits coverage.
- b. Qualify for service or disability retirement under the California Public Employee Retirement System (CalPERS) and will be drawing retirement pay there from.
- c. Years of service to the District combined with age is greater than or equal to 70 (i.e. 20 years of service in the district + 55 years old = 70+)
- d. Should the eligibility age for Medicare change from 65, upon request by CSEA, a reopener on this Article will occur.

An employee who takes a disability retirement under CalPERS and who has served 10 or more calendar years with the District, shall be entitled to the above benefit without regard to the employee's age at the time of retirement.

- 8.7 **Retention of Benefits:** Unit members and/or their dependents who lose benefit coverage under this Article shall be entitled to purchase the same programs as are available to other employees for the period prescribed in the Consolidated Omnibus Budget Reconciliation Act (COBRA). The District shall be responsible for notifying all affected individuals of their rights under this Section and the COBRA amendments to the Public Health and Safety Code.

ARTICLE IX

**VACATION PLAN**

- 9.1 **Eligibility:** Employees shall accumulate vacation credits as hereafter provided. Vacation benefits are determined on a fiscal year basis from July 1 to June 30.

- 9.2 **Vacation Carryover:** Carryover is limited on an annual basis (as of July 1, 2016) to 1.5 times the annual vacation accrual rate for which the employee is eligible. In the event that it is anticipated that an employee will have excess, the District will notify the employee in writing of the anticipated excess in accumulation of vacation hours. The employee must submit a plan to use the excess hours for supervisor's approval in accordance with 9.8. This plan must propose use of such hours prior to the end of the fiscal year. Such plan needs to take into consideration the work needs of the department. The employee must submit the plan to his or her supervisor by September 30 or within 30 days of receipt of the District's notice regarding excess accumulation, whichever is later. If no plan is submitted or the plan is not

approved, the supervisor shall consult with the employee and schedule the use of vacation hours prior to June 30 so that carryover is limited to the maximum. The District and employee will make all reasonable efforts to schedule the use of vacation hours at a mutually agreeable time.

9.3 **Accumulation:** Vacation time shall be earned and accumulated on a monthly basis in accordance with the following:

9.3.1 **Summary of Vacation Benefits:** Forty (40) hour per week employees shall receive the following vacation hours per year. Vacation hours for employees working less than forty (40) hours per week will be prorated by an employee's regularly scheduled work hours per week divided by forty (40) hours.

	<u>12-Month</u>	<u>11-Month</u>	<u>10-Month</u>
To end of 3rd year	80	72	68
4th year - end of 10th year	128	116	108
11th year and above	176	168	160

Employees serving less than 12 months shall have their vacation hours incorporated within their annual pay and shall not take vacation hours off.

9.3.2 **Determination of First Year:** The period between the date of employment and the following July 1st will be considered a year of employment for the purposes of accumulating more than the minimum vacation provided by this article, so long as the date of employment falls before November 1st.

9.3.3 A new employee must be employed on or before the first working day following the tenth of the month in order for that month to be counted in computing vacation time.

9.4 **Vacation Pay:** Pay for vacation days shall be at the same rate as that which the employee would have received in a working status.

9.5 **Vacation Pay Upon Termination:** When an employee is terminated for any reason, he/she shall be entitled to all vested vacation pay earned and accumulated up to and including the effective date of the termination. Vacation taken in advance of accrual, if any be granted, shall be recouped by the District.

9.6 **Vacation Postponement:** Scheduled vacation may be reset for other available times, if any are available, upon prior agreement.

If an employee is prevented by the District from taking all or part of his/her annual vacation, the amount not taken, shall, at the option of the employee, be accumulated for use in the following year or be paid for in cash.

9.7 **Holidays:** Holidays are not counted as vacation hours when they occur during a vacation period.

9.8 **Vacation Scheduling for 12 Month Employees:** Unit members shall submit requests to the immediate supervisor for vacation in advance of proposed time off. Vacation requests are

more likely to be approved the further in advance they are submitted. In the event that two or more employees within a department request vacation at the same time, and operational necessity in the determination of the District precludes the approval of those requests, the employee with the greatest hire date seniority with the District shall be granted the vacation hours requested, and progressively so. The above sentence applies when all employees in an office/department are required to submit vacation requests at roughly the same time. Exception shall be made for an employee whose vacation request has been approved by the immediate supervisor in advance of other employees, and when the hours requested are beyond the employee's control, such as shipboard cruises, foreign tour packages or a major family event which is time specific, or which may result in loss of employee's deposit if vacation is rescheduled.

- 9.8.1 Vacation shall be used in no less than one hour increments. This shall not preclude an employee from taking the equivalent of one (1) day vacation if their daily schedule includes a partial hour.

## ARTICLE X

### HOLIDAYS

- 10.1 **Scheduled Holidays:** The District agrees to provide all employees with paid holidays as follows:

New Year's Day	Martin Luther King Day
Lincoln's Birthday	Washington's Birthday
Memorial Day	Juneteenth
July 4 - Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Friday after Thanksgiving (In lieu of Admission Day)	Christmas Eve
	Christmas Day

If the Christmas Eve or Christmas Day holidays fall on a Saturday or Sunday, then Christmas Eve holiday will be observed on the Friday before, and the Christmas Day holiday will be observed on the Monday after.

The Monday before the fourth of July shall be observed as a holiday if the fourth falls on a Tuesday, and the Friday after the fourth of July shall be observed as a holiday if the fourth falls on a Thursday.

When any holiday on which school would normally be closed falls on Saturday, the preceding Friday shall be a legal holiday for all personnel. When any holiday on which school would normally be closed falls upon Sunday, the Monday following shall be a legal holiday for all personnel.

- 10.2 In addition, employees shall receive all other holidays as required by law.

- 10.3 On any school day during the academic year in which pupils would otherwise have been in attendance but are not, and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.

10.4 **Holiday Eligibility:** Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

10.4.1 Employees who are not normally assigned to duty during the Christmas recess period shall be paid for those holidays, provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the Christmas recess period.

10.4.2 Adult Education employees will be eligible, subject to the restrictions noted above, for holiday payment between quarters that fall between September 1 and June 30 of any school year.

## ARTICLE XI

### LEAVES

11.1 **Absences - Act of Nature/God:** If any employee is unable to get to work due to impossible travel conditions resulting from an act of Nature/God; e.g., flood, his/her absence shall be nondeductible. If time beyond two (2) days is required the unit member shall seek prior approval from the Superintendent or designee.

11.2 **Bereavement Leave:** An employee shall be granted necessary leave of absence, not to exceed five (5) days in the event of the death of any member of the immediate family. "Member of the immediate family" means spouse, mother, father, son, daughter, brother, sister, grandchild, grandmother, grandfather, of the employee or spouse; aunt, uncle, in-laws of the employee; any person whose permanent residence is in the immediate household of the employee; or any person who the employee can verify has acted as a substitute for one of the above.

11.3 **Jury Duty/Witness Leave:** An employee called to jury duty or for court appearances in which they have no personal interest shall receive his/her full pay.

Employees shall return to their regularly assigned shifts any days they are released from jury duty or their court appearances and there are two (2) or more hours remaining of their regularly assigned work shifts. An employee whose regularly assigned shift begins or continues after 5:00 p.m., who is required to serve jury duty shall be relieved from his/her regular shift assignment hour for hour for actual time served on jury duty.

An employee, who has served jury duty, and is requested by the District to work their regular assigned shift, shall receive 1-1/2 their regular rate of pay for those hours that exceed eight (8) when the combination of their jury duty hours and regular work hours exceed eight (8) hours.

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

11.5 **Sick Leave**

11.5.1 **General Provisions:** All full-time employees shall be entitled to fourteen (14) working days

sick leave per year. Regular employees serving less than eight (8) hours per day and/or less than twelve (12) months per year shall receive their pro-rata share of sick leave.

Hourly employees shall be entitled to sick leave at the rate of one (1) hour for each eighteen (18) hours served. Sick Leave privileges may not exceed the basic eight (8) hour work day except as provided in section 5.14.

The District, with probable cause, may require verification of illness. Generally, three (3) consecutive working days will pass before such verification is required. The District at its discretion may secure a second opinion from a physician of its choice at District expense.

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

**11.5.2      Advance Credit for Sick Leave:** Permanent employees shall be advanced their full year sick leave annually on July 1. The District shall have the right to recover sick leave used in advance of accrual. Except in the death of an employee, if an employee has used more sick leave than accrued and leaves employment, the District may deduct the difference from the final pay warrant. If an employee who has used more sick leave than accrued takes a District approved unpaid leave of absence, the District may adjust the following year's allocation of sick leave to restore the balance.

Probationary employees who do not have permanent status in the District in another classification shall not take advance sick leave during the first six (6) months of employment, except as approved by the Superintendent or designee. For promotional probationary employees who have previously acquired permanency in any job class in the District, they may use previously accrued sick leave and advance sick leave.

**11.5.3      Computation:** A new employee must be employed on or before the first working day following the tenth day of the month in order for that month to be counted in computing sick leave.

**11.5.4      Accumulation:** Any unused portion of the annual sick leave allotment shall be cumulative from year to year without limitation.

**11.5.5      Illness During Vacation:** An employee may use his/her accumulated vacation as sick leave. If any employee is ill during his/her vacation period, those days may be charged to his/her accumulated sick leave at his/her option. However the limitations on vacation carryover continue to apply.

**11.5.6      Upon Termination of Employment:** When an employee separates from the classified service, there will be no cash reimbursement for unused accumulated sick leave. Accumulated sick leave shall not be taken as vacation.

**11.5.7      Extended Sick Leave:** An employee who exhausts all accumulated sick leave under Section 11.5 shall receive the difference between his/her regular pay and the amount paid the substitute hired in his/her absence—for a maximum of five (5) total months of absence. Such leave is not available for day to day illnesses but is reserved for extended illnesses and intermittent leaves associated with long-term chronic health conditions such as cancer.

This benefit shall begin on the first day of absence. If a substitute is not hired, the employee shall receive his/her regular pay. Deductions shall be made for a substitute hired to replace another employee who is substituting for the absent employee who is using extended sick leave.

11.5.8 **Conversion of Sick Leave:** The employee may convert unused sick leave to retirement credit in accordance with applicable law.

11.5.9 **Pregnancy:** Pregnancy shall be treated as an illness for the purposes of sick leave.

11.5.10 Upon request on a District form, an employee shall annually be informed as to the amount of his/her accumulated sick leave.

11.5.11 **Transfer of Sick Leave:** An employee who is hired within one (1) calendar year of leaving employment with another school district and who had served one (1) calendar year or more with the earlier district, shall have transferred with him/her all unused sick leave accumulated in the prior district, unless the earlier employer terminated the employee for cause; then such transfer shall be at the discretion of the Governing Board.

11.5.12 **Bonus Day:** Any employee who has used no more than two (2) days of sick leave in the preceding school year shall be advanced an additional day of sick leave for the following year.

11.6 **Industrial Accident and Illness:** When an employee is absent from his/her duties on account of accident or illness incurred in the dispatch of his/her assigned duties, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs, which, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary.

Industrial accident or illness leave shall be allowed for the length of the period of incapacity but not for more than sixty (60) working days per accident or illness in any fiscal year. This leave shall not be cumulative from year to year; however, when the accident or illness occurs at a time when the leave will overlap into the next fiscal period, the employee shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.

Industrial accident or illness leave will commence on the first day of absence. No charge will be made against sick leave until the industrial accident or illness leave is exhausted.

When industrial accident or illness leave is exhausted, sick leave benefits shall be applied as if the date of exhaustion of those benefits was the first date of incapacity. At this point, an employee may elect to take as much of his/her accumulated sick leave, which, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his full hourly or daily salary.

During any paid leave of absence during which disability indemnity checks are received, the employee shall endorse those checks to the District. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized deductions as required by law.

- 11.7 **Administration of Leaves:** Methods of obtaining approval or verification for leaves or vacations, for obtaining a substitute or for granting approval for absences, not otherwise provided for, of less than three (3) hours, shall be handled administratively by the District.
- 11.8 **Personal Necessity:** Sick leave may be used by an employee upon prior confirmation in cases of personal necessity.
- 11.8.1 Personal necessity means circumstances that are so serious or compelling in nature that the employee cannot reasonably be expected to disregard, that necessitates immediate attention, and that cannot be taken care of after work hours or on weekends.
- 11.8.2 An employee shall make his/her request in advance except in these cases:
- a. Death or serious illness of a member of the immediate family.
  - b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- "Member of the immediate family" means spouse, mother, father, son, daughter, brother, sister, grandchild, grandmother, grandfather, of the employee or spouse; aunt, uncle, in-laws, of the employee; any person whose permanent residence is in the immediate household of the employee, or any person who the employee can verify has acted as a substitute for one of the above.
- 11.9 **Long Term Illness:** A permanent employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may apply for up to six (6) months additional leave without pay. A second six (6) month period of leave may be granted.
- An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leaves of absence granted and time lost shall not be considered a break in service, but seniority may change in accordance with the terms of Article XV. He/she shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position with all the rights, benefits, and burdens of a permanent employee.
- If, at the conclusion of the leaves, the employee is still unable to assume the duties of this position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months.
- If, at any time during the thirty-nine (39) months the employee is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants except for those laid off for lack of work or funds. In such case reemployment will be in order of seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent employee.
- 11.10 **Needed Voting Time Off:** If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the member is entitled to vote, the District shall approve sufficient time off from the member's regular duties to allow the member to vote without a loss of pay.



- 11.11 **General Leaves:** When no other leaves are provided, a leave of absence may be provided to an employee on a paid or unpaid basis at any time upon any terms acceptable to the Superintendent or designee and the employee.
- 11.12 **FMLA/CFRA/PDL:** It is the intent of this section to make available to employees, upon request, leave under the Federal Family Leave Act (FMLA) or the California Family Rights Act (CFRA) (Government Code Section 12945.2). This section shall be applied and interpreted in accordance with state and federal law and regulations. Such leave may run concurrently with other leaves provided in this Article.
- 11.12.1 The maximum family and medical leave is twelve (12) weeks in a twelve (12) month period, excluding the period of disability, if any, due to pregnancy, childbirth or related conditions. Unless otherwise covered by another leave that is paid leave under FMLA, CFRA and/or PDL is unpaid but the employee receives up to 12 weeks of benefits as though he/she was in paid status.
- 11.12.2 Employees must have at least one (1) year of service in order to be eligible for leave. Leave may be used for the birth, adoption, fostering or serious health condition of the employee's child; or the serious health condition of the employee or his/her spouse or parent.
- 11.12.3 The District may require the employee to submit certification from the appropriate health care provider along with the leave request. Certification does not include a diagnosis of the employee's medical condition or medical facts related to the condition. The District may, at its option and its cost, require a second and third opinion as to the need for the leave. A third opinion may only be required if the second disagrees with the first. The District may also require certification for the return to work, if the leave was for the employee's own serious health condition.
- 11.12.4 The medical premiums paid by the District will be maintained by the District for the 12 week leave period. The employee may continue his/her other benefits after the 12 week period of leave by paying the premiums to the District. If the employee fails to return from the leave, except if the failure to return was due to circumstances set forth in State or federal law such as the death of the employee, the District may recover the cost of continuing the health plan coverage.
- 11.12.5 The employee may be required to use his/her accrued vacation or compensatory time off during the period of the leave. The employee need not use his/her accrued sick leave, unless the leave is for his/her own serious medical condition.
- 11.13 **Discretionary Leave:** Two (2) days of accumulated sick leave may be used during each fiscal year by each employee at the employee's election for any reason. The use of said leave days is subject to prior approval of the Superintendent or designee as to scheduling so that the completion of District work is not interfered with.
- 11.14 **Leaves:** Any employee may request an unpaid leave of absence of up to one calendar year in duration. If the governing board approves any such leave, the employee shall be entitled, upon returning to duty at the conclusion of the leave, to be returned to the position the

employee held at the time of commencement of the leave or to another position equal in class status, daily hours, and annual days of employment.

**11.15 Organizational Leave:** A total of twenty (20) days of District paid leave may be utilized exclusively for the Unit/CSEA organization business. Additional days needed for the following shall be paid for by the Association in accordance with Education Code to cover full per diem costs including health benefits.

- a. More than three (3) employees are appointed voting delegates to CSEA's Annual Conference.
- b. For use by an employee who is elected or appointed a CSEA State Officer (Area Director, Alternate Area Director or Regional Representative).
- c. For use by an employee who is appointed to serve on a CSEA State Committee.
- d. For use by employees who attend out-of-area CSEA training programs which require travel time.

Any days in excess of twenty, up to a limit of ten (10) additional days, will be charged at the full per diem rate of the member authorized by the Unit/CSEA to utilize leave at the Association's expense. No individual member shall be authorized to utilize more than a total of ten (10) days of organizational leave. This leave shall not include absences due to grievances, unfair practice hearings, or where release time is authorized under SB 160 (to conduct negotiations) between the Unit and the District.

**11.16 Parental Leave:**

**11.16.1 Unpaid Extended Bonding/Child-Rearing Leave (Up to 12 months)**

Employees may be granted an unpaid leave of absence for child-rearing purposes. Extended bonding leave is gender-neutral and employees' sex will not be a factor to a determination of whatever leave will be granted. Requests for extended bonding leave shall be submitted as far in advance of the proposed starting date as possible, in normal circumstances at least six (6) months in advance, to permit the District ample time to make a decision. Failure to request leave with sufficient advance notice may in itself result in its denial.

**11.16.1.1** Employees taking extended bonding leave shall be limited to a maximum of twelve (12) continuous calendar months following exhaustion of any entitlement to bonding/parental leave.

**11.16.1.2** The employee, at his/her option, may continue enrollment in the health insurance programs of the District at his/her own expense, for the duration of such unpaid leave.

**11.16.2 Paid Parental/Bonding Leave (Up to 12 workweeks)**

**11.16.2.1** Unit members with at least 12 months of service with the District are eligible to take up to 12 workweeks of paid parental/child bonding leave within the 12-month period following the

1 birth of a child of the unit member or the placement of a child with the unit member in  
2 connection with adoption or foster care.

3  
4 11.16.2.2 Unit members accessing paid parental leave under this section shall use all current and  
5 accumulated sick leave during the 12 workweek period. Upon exhaustion of current and  
6 accumulated sick leave, the employee will receive the difference between his/her regular  
7 salary and the substitute's salary, or the salary a substitute would have received, or 50% of the  
8 employee's regular salary, whichever is greater. The employee shall continue to receive  
9 health and welfare benefits. No unit member will receive both regular and differential pay.

10  
11 11.16.2.3 The unit member shall provide the District with at least 30 days' advance notice of the  
12 expected date of delivery or with the expected date of placement of the child in the home of  
13 the unit member in the case of adoption or foster care. If 30 days' advance notice is not  
14 possible, the unit member shall notify the District of the expected date of birth or placement  
15 as soon as possible.

16  
17 11.16.2.4 If both parents are employees of the District, each shall be entitled to take leave under this  
18 section.

19  
20 11.16.2.5 Parental leave under this section shall run concurrently with the baby bonding leave under the  
21 CFRA. It is the intent of this section to implement the terms and conditions of Education  
22 Code section 45196.1 and Government Code section 12945.2, and further interpretations of  
23 these laws will apply.

24  
25 11.16.2.6 Following the 12 workweek period of parental/bonding leave, the unit member may request,  
26 and the Board in its sole discretion may grant, an additional unpaid child rearing leave in  
27 accordance with the other provisions of this Article.

28  
29 11.17 **Catastrophic Leave Bank:** Any employee (classified, certificated, management,  
30 confidential, non-represented) may make an irrevocable donation of his or her accumulated  
31 sick leave to a Catastrophic Leave Bank for use by any employee who has exhausted all  
32 applicable personal sick leave on account of a catastrophic illness or injury of the employee or  
33 a member of his or her immediate family, subject to the following conditions:

34  
35 A. The employee who is, or whose immediate family member is, suffering from a  
36 catastrophic illness or injury requests to use time from the catastrophic leave bank and  
37 provides doctor verification of catastrophic injury or illness. Any such request must be  
38 submitted prior to any absences for which the unit member intends to use donated sick  
39 leave. The sick leave donation form includes the option for an employee to authorize an  
40 immediate family member or the ETA President (for certificated employees), the CSEA  
41 President (for classified employees), or a Cabinet member (for management, confidential,  
42 or non-represented employees) to request catastrophic leave on behalf of the employee if  
43 an employee is incapacitated and unable to make a request.

44  
45 B. "Catastrophic illness" or "injury" means an illness or injury that is expected to  
46 incapacitate the employee for an extended period of time (beyond the time covered by  
47 using accrued sick leave), or that incapacitates a member of the employee's immediate

1 family and requires the employee to take time off from work for an extended period of  
2 time to care for that family member, and taking extended time off work creates a financial  
3 hardship for the employee because he/she has exhausted all of his/her personal sick leave  
4 and other fully-paid time off.  
5

6 C. A committee shall determine if the need is appropriate and the number of days granted for  
7 each request. The committee will meet and respond to the individual making the request,  
8 within ten (10) instruction days of the application for leave. For certificated requests the  
9 committee consists of two (2) ETA representatives who have contributed to the bank for  
10 the year and two (2) District representatives. For classified requests the committee  
11 consists of two (2) CSEA representatives who have contributed to the bank for the year  
12 and two (2) District representatives. For management, confidential, and non-represented  
13 requests the committee consists of two (2) District representatives, one (1) ETA  
14 representative who has contributed to the bank for the year and one (1) CSEA  
15 representative who has contributed to the bank for the year. All committee decisions are  
16 final.  
17

18 D. Other than the initial offering where requests for donations are due February 28, 2022, a  
19 request for donations will be shared annually in May, and contributions must be made by  
20 the last instruction day of the year to be eligible for participation the following year.  
21 Employees who participate in one year will automatically participate the following year  
22 by making a donation, unless the employee opts out, or unless the bank exceeds 720 days  
23 (see Item G below). New employees, hired after the last instruction day each year, must  
24 make a contribution by their 10<sup>th</sup> working day in order to participate. The District shall  
25 provide contribution forms.  
26

27 E. Employees wishing to donate sick leave time must donate one full day of sick leave based  
28 on the employee's FTE. For example, a donation of 7.25 hours is required for a full time  
29 certificated employee, a 1.0 FTE, and 8.0 hours is required for a full time classified  
30 employee. A donation of 3.625 hours is required for a certificated employee working 0.5  
31 FTE, and a donation of 2.0 hours is required for a classified employee working 0.25 FTE.  
32 All donations are irrevocable. A new employee or a returning employee may contribute  
33 one day regardless of the cap (if he/she wants to participate). All sick leave donations are  
34 made and withdrawn regardless of the individual's rate of pay.  
35

36 F. Participation is voluntary and only contributors will be permitted to withdraw from the  
37 bank. If a current employee fails to make a contribution by the last instruction day, he/she  
38 will not be in the program the following year, regardless of previous participation.  
39

40 G. If the Catastrophic Leave Bank has a balance greater than or equal to 720 days at the end  
41 of May, and no person is approved to draw from the bank, donations will not be requested  
42 for the next year. In this case, the bank balance and the participants from the prior year  
43 will carry forward. Donations will be accepted by unit members who did not participate in  
44 the prior year.  
45

46 H. A recipient of catastrophic leave has twelve (12) months from the first date of leave to use  
47 the leave allocated by the committee.

- I. "Immediate family member" is defined as in the California Family Rights Act.\*
- J. The maximum amount of Catastrophic Leave any one individual can be granted for any one condition/circumstance is 60 work days. (Note: this is not per year.)
- K. The employee who received donated leave hours shall use any leave he or she continues to accrue on a monthly basis prior to receiving leave under this program.
- L. The business office shall maintain the bank and monitor the hours.
- M. This section is intended to implement Education Code section 44043.5, and further interpretations of this section will apply.

\*Immediate family member includes spouses, domestic partner, child or parent. Child means biological, adopted, or foster son or daughter; a stepson or stepdaughter; a legal ward, or a child of an employee who stands in loco parentis to that child, who is either under 18 years of age or an adult dependent child. An adult dependent child is an individual who is 18 years of age or older and who is incapable of self-care because of a mental or physical disability within the meaning of Government Code section 12926(j) and (l).

- 11.18 **Administrative Leave:** As determined necessary by the Superintendent or designee, an employee may be placed on paid administrative leave for days specified by the District. The employee will continue to receive full pay and benefits as though in work status. During the leave, the employee shall remain available to meet with the District or its agents during the employee's regular work hours.

## ARTICLE XII

### TRANSFERS

- 12.1 **Posting Requirements:** When a new position is created or an existing position becomes vacant, such vacancies shall be posted within all work locations of the district within ten (10) working days of the establishment of vacancies, and shall remain posted at all such locations and the District website for not less than seven (7) working days prior to being filled. This shall not restrict the District's ability to employ a substitute employee pending the filling of the vacancy, so long as the District actively pursues the employment of a regular employee.
- 12.2 **Application Requirement:** Any employee may apply for the vacant position by submitting a written application to the Personnel Department of the District within the posting period. An employee on leave of absence during the posting period may submit his/her application for transfer personally or through his/her Association representative. The District shall give all employees serious consideration for employment in any vacant position for which they apply within the posting period.
- 12.3 **Lateral Transfer:** When an employee serving in the class in which the vacancy exists applies within the posting period for transfer to the position, he/she shall be granted the

transfer providing the employee's most recent evaluation is satisfactory, and such evaluation entails similar qualifications of the vacancy.

When two or more employees serving in the class in which the vacancy exists so apply, the employee with the greatest seniority in the class (hire date in paid status within the class plus higher classes) shall receive the transfer. This section shall prevail over succeeding sections in the event of conflict.

If an employee who acquires a lateral transfer pursuant to the above stated conditions, and whose position prior to such transfer required less hours than that of the vacant position, performs unsatisfactorily during the first twelve (12) calendar months in the position to which transferred, as documented through one or more formal performance evaluations, the District may place the employee back into the position held prior to the transfer if it is not then held by a permanent employee, or into an equivalent position. Probationary employees have the right to apply for any position as a general applicant.

**12.4 Cross-Class Transfer:** When an employee serving in a class other than that in which the vacancy exists applies during the posting period for transfer to the position, he/she shall be granted the transfer when his/her overall qualifications are equal or superior to those of all other applicants, internal and external. When qualifications of an internal applicant and an external applicant are equal, the internal applicant shall be given preference.

The qualifications for a position shall include knowledge and/or skills required in the vacant position, skill test scores and a personal interview. When two or more employees meeting all of the criteria apply in a timely fashion for transfer to the position, the priority shall be given to:

- a. The employee within the same job family as the vacancy who has the greatest seniority in the District; if none, then proceed to subsection (b).
- b. The employee with two (2) satisfactory evaluations.

Cross-class transfers can only be made by individuals who have at least two (2) consecutive years of satisfactory evaluations immediately preceding the date of transfer request; for employees with less than two (2) years employment with the District one satisfactory evaluation will suffice.

Individuals who receive a cross-class transfer shall be subject to a new probationary period of six (6) months or 130 days of paid service (whichever is longer) and evaluation in accordance with Article IV. If the employee performs unsatisfactorily during the probationary period, the individual shall be placed back into the position held prior to the cross-class transfer.

**12.5 Posting Information:** All vacancy postings required under Section 12.1 shall include the class title of the vacant position, the current daily, weekly, and annual hours of employment of the position, the current starting and ending hours of the assigned work shift for the position, and shall include all steps of the salary range which is assigned the position.

1       12.6       **Involuntary Transfer:**

2  
3       12.6.1     Based on the needs of the District and not for arbitrary, disciplinary, or capricious reasons, the  
4       District may initiate an involuntary lateral transfer of an employee with written notice of at  
5       least 10 work days, subject to the following limitations:

- 6  
7       a.   If a unit member is transferred involuntarily, that unit member may not be transferred  
8       involuntarily again for at least 12 months;  
9  
10       i.   This limitation in 12.6.1.a shall not apply to instructional aides if the instructional  
11       aide is involuntarily transferred within the 12 month period subsequent to an  
12       involuntary transfer if the additional transfer(s) within the 12 month period is  
13       necessary due to: 1) requirements set forth in a student's Individualized Education  
14       Plan; 2) a student leaving a school site; or 3) a student enrolling in a school site.  
15  
16       b.   The number of work hours shall remain the same;  
17  
18       c.   No involuntary transfer will result in a range reduction;  
19  
20       d.   If the transfer results in a change in shift, the unit member will receive notice of at least  
21       10 additional work days (a minimum of 20 work days).  
22

23       12.6.2     In advance of the transfer, the Superintendent or designee shall meet with the employee to  
24       discuss the transfer and reasons for the transfer. Upon the request of the employee, reasons  
25       for the transfer will be provided in writing before the transfer occurs.  
26

27       12.6.3     If the unit member believes the involuntary transfer will cause personal hardship or that the  
28       decision is arbitrary, disciplinary, or capricious, the unit member shall have five (5) work  
29       days from receipt of the notice to present an appeal to the Director of Personnel. The Director  
30       of Personnel will arrange for an appeal panel consisting of one representative chosen by  
31       CSEA, one representative chosen by the District, and one neutral representative. The neutral  
32       representative will be chosen jointly by the CSEA and District representatives from a list  
33       provided by the Director of Personnel of current or retired administrators of other school  
34       districts in Humboldt County or Humboldt County Office of Education. The list will include  
35       five names, and the panelist will be selected by the process of elimination with the District  
36       and CSEA alternating to strike names from the list and the District making the first strike. A  
37       potential panelist whose name is struck from any list may be included in lists for other  
38       appeals. The panel will consider information related to the transfer provided by the unit  
39       member, CSEA, and the District. The panel will provide a written decision within 10 days of  
40       all panel members being selected. A copy of the decision will be given to the unit member,  
41       CSEA Chapter President, and the Director of Personnel. The decision of the panel will be  
42       final and binding. The decision of the panel may not be the subject of a grievance. The  
43       transfer will not be implemented prior to a decision by the panel.  
44

45       12.6.4     Involuntary transfers do not create a new probationary period.  
46

47       12.6.5     Unit members subject to an involuntary lateral transfer may voluntarily apply for or seek  
48       transfer to any existing vacancies. These requests shall be processed under Article 12.  
49

50       12.6.6     Involuntary transfers for disciplinary reasons are subject to the terms of the discipline article.

ARTICLE XIII

GRIEVANCE PROCEDURE

It is the desire of the parties to resolve all grievances as expeditiously as possible. All time limits contained within this Article are intended as maximum limits, unless mutually waived and every reasonable effort will be made by the parties to conclude the process as quickly as practicable.

13.1 **Definitions:**

- a. A "grievance" is a formal written allegation by a grievant that he/she has been directly affected by a violation of the specific provisions of this Agreement.
- b. A "grievant" may be an employee of the District and/or CSEA.
- c. A "day" is any day in which the central administration office of the District is open for business.
- d. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.
- e. Requests for information pertinent to the alleged violation of the contract shall be submitted on forms provided by the District. Time limits for the filing of a formal grievance shall be extended by the number of days utilized by the District for responding to the request for information specifically related to the alleged grievance.
- f. Whenever a grievant is authorized to bring "a conferee(s)" it is agreed that the grievant may bring up to two conferees with no more than one in paid status. A third conferee who is an observer only and not an active participant can attend with prior mutual agreement of the District and the grievant and notice of the name of the third conferee. The District will have no more than two representatives at any such meeting.

13.2 **Informal Level:**

- a. Prior to filing a Level 1 formal grievance, the parties shall hold an informal conference for the purpose of resolving the alleged grievance at the earliest practicable level. The grievant must request and the informal conference must be held within 20 calendar days after the act or occurrence giving rise to the grievance or within 20 calendar days of the date that the grievant could have reasonably become aware of its occurrence. The grievant and District may mutually agree to extend the time line for holding the informal conference (not for requesting it) and such agreement shall be in writing that includes the date for the informal conference. Such extensions for the conference shall not exceed 10 calendar days.
- b. The grievant, at his/her discretion, may bring in a conferee(s) of his/her choice. When the grievant is not represented by CSEA, no solution shall be implemented until CSEA is given a statement in writing of the proposed solution and an opportunity to respond.
- c. It is expressly understood that all matters discussed at such conferences are intended only for informal use at this level and that this part of the grievance process will not be used as a device for discovery.



**Formal Level:****a. Immediate Supervisor (Level I)**

- i. If the grievance is not settled at the informal level, in order for the grievance to not be null and void, the grievant must formally present a statement of the grievance and proposed solution, in writing, to his/her immediate supervisor within 45 calendar days after the act or occurrence giving rise to the grievance or within 45 calendar days of the date that the grievant could have reasonably become aware of its occurrence. The grievant and District may mutually agree to extend the timeline for formally presenting a statement of the grievance and proposed solution, in writing to his/her supervisor and such agreement shall be in writing that includes the date of submittal. Such extensions for the submittal shall not exceed 10 calendar days.
- ii. Within ten (10) days of filing the grievance, the immediate supervisor will meet with parties to the alleged grievance prior to rendering his/her decision. The grievant and the immediate supervisor may mutually agree to waive this meeting. The grievant may bring in additional information/documentation in support of his/her grievance at the meeting.
- iii. The immediate supervisor shall communicate his/her decision, including reasons and rationale, to the grievant and the CSEA Grievance Chairperson, in writing, within ten (10) days after the formal meeting referenced in (ii) above. If no meeting is held then the response is due 10 days after the last date for such meeting.
- iv. The grievant, at his/her discretion, may bring in a conferee(s) of his/her choice; however, the grievant must be physically present.
- v. Any grievance which arises from a direct decision made by the Superintendent or his/her designee shall begin at Level II.

**b. Superintendent's Level (Level II)**

- i. The grievant may appeal, in writing, a Level I decision to the Superintendent or his/her designee within ten (10) days after receiving it. The Superintendent or his/her designee shall investigate the details of the alleged grievance and confer with the grievant within ten (10) days. The grievant, at his/her discretion, may bring in a conferee(s) of his/her choice; however, the grievant must be physically present.
- ii. The Superintendent or his/her designee shall communicate his/her decision including reasons and rationale to the immediate supervisor and the grievant and the CSEA Grievance Chairperson, in writing, within ten (10) days thereafter.

**c. Arbitration (Level III) (Optional, at employee request)**

- i. Should the grievant be dissatisfied with the resolution of the grievance at Level II, the grievant may request that CSEA submit the grievance to Level III. Within fifteen (15) days of the communication of the Superintendent or his/her designee's decision as provided for in 13.3.b.ii., CSEA shall inform the grievant and the

1 Superintendent or his/her designee of its decision.  
2

- 3 ii. Within ten (10) days of receiving notification of CSEA's decision to go to  
4 arbitration, the representative of CSEA will contact the representative of the District  
5 and they shall jointly request a list of five (5) arbitrators from the State Conciliation  
6 Service.  
7
- 8 iii. Within ten (10) days of the receipt of the State Conciliation Service list, the CSEA  
9 representative and the District representative will consider candidates until the  
10 selection of an arbitrator is accomplished by mutual consent or by using the strike  
11 off method. Formal request for the services of the selected arbitrator will be made  
12 at this meeting.  
13
- 14 iv. The arbitrator will take such time as is necessary to collect facts regarding the  
15 specific grievance. The report of the arbitrator will be submitted to the  
16 Superintendent or his/her designee and CSEA and the grievant.  
17
- 18 v. The arbitrator's decision on the dispute shall be final and binding on the parties.  
19 The arbitrator's decision will be limited to only those alleged violations and facts  
20 raised at Levels I and II of this grievance procedure. The arbitrator shall have no  
21 power to alter the parties' agreement.  
22
- 23 vi. The grievant, at his/her discretion, may bring in a conferee(s) of his/her choice;  
24 however, the grievant must be physically present.  
25
- 26 vii. All costs of the arbitrator will be borne by the losing party. If the arbitrator's award  
27 does not clearly favor either party, the arbitrator shall specify the portion of  
28 arbitration costs to be borne by each party as part of the award. All other costs will  
29 be the burden of the party incurring them.  
30

31 13.4 **General Provisions:**  
32

- 33 a. Should grievances be settled prior to Level III, any tentative resolution will remain  
34 tentative for fifteen (15) days. CSEA will be notified before this time begins and will  
35 have an opportunity to make a response. The tentative resolution becomes final and  
36 binding at the conclusion of the fifteen (15) day period.  
37
- 38 b. The performance of an act which is allegedly subject to grievance does not necessarily  
39 compromise the employee's position.  
40
- 41 c. Every effort will be made to schedule meetings for the processing of alleged grievances  
42 at times which will not interfere with the regular work day of the participants. If any  
43 grievance meeting or hearing must be scheduled during the school day, any employee  
44 required by either party to participate as a witness, conferee, or grievant in such a  
45 meeting or hearing, shall be released from the regular duties without loss of pay for a  
46 reasonable amount of time.  
47
- 48 d. All steps of the grievance procedure will be processed on forms provided by the District.  
49

- 1 e. The parties by mutual agreement in writing may extend the time periods specified at the  
2 different levels of the grievance process prior to the expiration of the time line. As part  
3 of any extension the written agreement must clearly include the new time limit.  
4  
5 f. An employee may present alleged grievances and have them adjusted without the  
6 intervention of the employee organization at Level I.  
7  
8 g. The grievant may terminate the grievance at any time by giving written notice to his/her  
9 immediate supervisor or his/her designee. CSEA may not continue an alleged grievance  
10 on behalf of an employee unless a decision has been rendered at Level II. In such cases,  
11 CSEA may appeal the decision to Level III.  
12  
13

## 14 ARTICLE XIV

### 15 SAFETY

- 16  
17  
18 14.1 The District participates in a risk management Joint Powers Authority that provides  
19 educational services related to safety and additionally assesses and addresses safety related  
20 concerns. All unit members are encouraged to bring concerns related to safety in the work  
21 environment to the attention of the site supervisor or Director of Risk Management in writing  
22 using the District safety report form that is available at each work site and/or the District  
23 website.  
24  
25 14.2 **Safety Equipment:** Should any employment duties of an employee reasonably require use of  
26 standard safety equipment or gear, the District shall furnish such equipment or gear. Standard  
27 safety equipment or gear is equipment or gear not specially designed for the use of an  
28 individual, such as special eyeglasses.  
29  
30 Any questions as to the necessity of a safety item shall be determined by the State Division of  
31 Industrial Safety.  
32  
33 14.3 **Safe Working Environment:** Unit members are entitled to a work environment that is free  
34 from unlawful discrimination, harassment, bullying, and physical violence. Such behaviors  
35 may exist between unit members, other employees of the District, students or others.  
36  
37 14.3.1 Unit members are encouraged to report their concerns in writing immediately to Assistant  
38 Superintendent of Educational Services. Such reports will be reviewed and processed in  
39 accordance with applicable District policy and state and federal law. The District will  
40 acknowledge receipt of the report/complaint within five (5) work days of receipt.  
41  
42 14.3.1.1 The reporting employee shall be notified if the District initiates an investigation, and  
43 shall be updated on the course and outcome of the investigation in accordance with applicable  
44 District policy and state and federal law.  
45  
46 14.3.1.2 If it is determined that inappropriate and/or unlawful conduct has taken place, the  
47 District will take appropriate action to address the misconduct, up to and including the full  
48 range of disciplinary action.

1 14.3.2 While unit members are encouraged to bring their concerns/complaints to the District, any  
2 unit member may file a complaint with the California Department of Fair Employment and  
3 Housing or the federal Equal Employment Opportunity Commission, as applicable.  
4

5 14.3.3 To the extent any unit member believes that conduct is reportable to another agency,  
6 including law enforcement in accordance with Education Code section 44014, the District  
7 will not interfere with nor discourage such reporting. Education Code section 44014, or its  
8 equivalent, shall be included with the annual notices to employees.  
9

## 10 ARTICLE XV

### 11 LAYOFF AND REEMPLOYMENT

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13  
14  
15 15.1 **Notice of Layoff:** Notice of layoff shall be given pursuant to the Education Code. The  
16 District shall notify any employee(s) affected by the layoff and CSEA, in writing, of the  
17 proposed layoff not less than sixty (60) calendar days prior to the effective day of the layoff.  
18 Notice of less than sixty (60) days may be given in emergency situations.  
19

20 Layoff notices shall specify the reason for the layoff and shall identify by name and  
21 classification the employee(s) whose layoff is anticipated.  
22

23 CSEA shall have the right to consult with the District during the notice period to review the  
24 proposed layoff, and to determine the manner and order of layoff and the exercise of bumping  
25 rights have been in accordance with the provisions of this article.  
26

27 15.2 **Order of Layoff:** Any layoff shall be affected within a class. The order of layoff shall be  
28 determined by seniority within that class plus higher classes within the District.  
29

30 15.3 **Bumping Rights:** Within five (5) working days of the start of the notice period, the affected  
31 employees shall meet with the representatives of the District and CSEA to determine if  
32 bumping rights will be exercised. The election to exercise bumping rights must be made, if at  
33 all, by the employee within three (3) working days of the meeting.  
34

35 An employee to be laid off from his/her position may elect to bump the least senior employee  
36 in the class who works the same number of non-overtime hours. If there is no such employee,  
37 bumping shall be to: 1) the position held by the least senior employee who works fewer  
38 hours, but most nearly equal to those of the affected employee; or, if none, 2) into a lower  
39 class where the employee has accrued seniority through prior service in the class. Employees  
40 who exercise bumping rights into a lower class or for fewer hours retain all of their  
41 reemployment rights to the class and the hours from which originally laid off for an additional  
42 period of 24 months beyond the original 39 months. Employees who are bumped by more  
43 senior employees shall be free to exercise their bumping rights in order of seniority.  
44

45 15.4 **Vacant Position:** Any vacant position in a class shall be deemed to be the least senior  
46 employee in the class, and shall be bumped into without advertising the vacancy.  
47

48 However, an employee may not bump into a vacant position in the original class with a  
49 greater number of non-overtime hours, or into a vacant position in a lower class with a greater  
number of hours if it would result in an increase in base salary.

- 1       15.5       **Salary When Bumping:** An employee who bumps into a lower class retains the salary step  
2 placement, professional growth placement, and longevity he/she enjoyed in the higher class.  
3
- 4       15.6       **Layoff in Lieu of Bumping:** A laid off employee who elects separation from employment  
5 rather than exercising bumping rights retains all reemployment rights.  
6
- 7       15.7       **Voluntary Demotion in Lieu of Layoff:** The District may offer any affected employee a  
8 reduction in hours, or reduction in class status, in lieu of layoff or bumping rights. An  
9 employee, who elects reduced hours, if offered, must make the election within two (2)  
10 working days of the meeting with the representative of the District. If such is accepted, the  
11 employee, at the option of the employee shall be returned to a position in his/her former class  
12 or to a position with increased assigned time as vacancies become available, and without  
13 limitation of time. However if there is a valid reemployment list, the employee shall be  
14 ranked on that list in accordance with his/her proper seniority.  
15
- 16       15.8       **Reemployment Rights:** Laid off employees are eligible for reemployment in the class and to  
17 the hours from which laid off for a period of thirty-nine (39) months, and shall be reemployed  
18 in the reverse order of seniority/layoff. Their reemployment shall take precedence over any  
19 other type of employment. Acceptance, or refusal to accept, a reemployment offer to a  
20 position with lower class status or shorter hours than that from which laid off shall not  
21 diminish any employee's reemployment rights. Persons on the reemployment list shall have  
22 the right to participate in promotional examinations within the District during the 39 months.  
23 Failure to accept reemployment in the employee's previous class and at the same, or greater,  
24 number of hours shall terminate reemployment rights.  
25
- 26       15.9       **Reemployment Notice:** Reemployment rights shall be exercised by the employee giving the  
27 District a written notice of desire to receive job opening notices, which shall include a  
28 telephone number and address or email address to which such job opening notices are to be  
29 mailed or emailed. Following this, the District shall mail or email the employee all job  
30 opening notices.  
31
- 32       If the employee desires any such opening, he shall apply therefore within the open period for  
33 application or seven (7) days from the date of mailing or emailing of the notice, whichever is  
34 greater, stating any reemployment preference that he may wish to assert.  
35
- 36       Where more than one applicant has reemployment preference, preference shall be assigned  
37 based upon seniority.  
38
- 39       15.10       **Retirement in Lieu of Layoff:** Any eligible employee may elect to accept a service  
40 retirement in lieu of layoff or voluntary demotion in lieu of layoff. Such employee shall, not  
41 less than ten (10) days prior to the effective date of the proposed layoff, provide written  
42 notification to the District to this effect. The District shall assist the employee in effecting  
43 retirement through CalPERS. The employee shall then be placed on a thirty-nine (39) month  
44 reemployment list. However, the employee's eligibility for reemployment shall be governed  
45 by the applicable statutes within the Government Code, and the Regulations of the CalPERS.  
46 The District agrees that when an eligible retiree responds positively and in a timely fashion to  
47 an offer of reemployment, the retiree shall be granted the time necessary for terminating  
48 retired status and returning to active service. An eligible retiree who declines to accept an  
49 offer of reemployment to a position equal in class and hours to that from which retired shall

be removed from the reemployment list and, thereafter, be considered permanently retired. Any election to accept service retirement after being placed on a reemployment list shall be considered retirement in lieu of layoff under this section.

15.11 **Seniority Roster:** The District agrees to maintain an accurate seniority roster for all classes, which shall be updated no later than June 1st of each year. Seniority in each class shall be based on the hire date in that class. CSEA shall be entitled to receive a copy of the seniority roster upon request.

15.12 **Combined Classes:** Employees serving in a combined class, the component classes of which include the same duties as do two or more other classes, shall accrue seniority in the combined class, as well as in each component class.

15.13 **Health Insurance Benefits Following Layoff:** An employee who is to be separated from employment through layoff, and who has served not less than five (5) full academic/calendar years of service in the District, shall continue to be enrolled in and shall continue to receive District contributions for health insurance benefits provided by Section 8.1 hereof for a period ending on the last day of the month which directly follows the month of the layoff.

15.14 **Effects of Layoff:** CSEA and the District recognize that layoffs may trigger problems among the remaining work force in such areas as distribution of the work of laid off employees, preservation of bargaining unit work within the unit, classification level of remaining employees, workload and work scheduling problems, and similar issues. It is agreed that these issues will be addressed on a case-by-case basis, upon receipt by the District of a request to negotiate from CSEA.

15.15 **Definition of Terms:**

- a. **Class** – A class is composed of a group of employees working under the same job description., with the following exceptions:
- b. **Higher Class** –A class other than an employee’s class which receives a higher or the same range of pay.
- c. **Lower Class**- A class other than an employee’s class which receives a lower range of pay.
- d. **Seniority**-The ranking of employees based on each employee’s hire date (first date of paid service) as a regular classified employee in the class, plus higher classes. Seniority accrued prior to a voluntary separation from employment in the District shall not count for seniority purposes.

Seniority shall be determined as of the date the District issues layoff notices. If two or more employees subject to layoff have the same hire date in the class plus higher classes, preference shall be determined by the earliest date of hire as a regular classified employee with the District in any class. If the date remains the same, then preference will be determined by lot.

- e. **Bumping Rights**- The process where an employee who would be subject to layoff takes the place of another employee with less seniority.

- 1 f. **Layoff-** An interruption in employment for either lack of funds or lack of work.  
2 When the District intends to reduce the hours of a vacant position, the District will notify  
3 the Association in writing with two (2) potential meeting dates/times to take place during  
4 normal operating hours within three (3) weeks. The Association must respond to the  
5 notification within two (2) calendar weeks. If neither of the two (2) dates are acceptable,  
6 the Association and the District will identify a mutually acceptable date/time to meet  
7 within three (3) weeks of the initial notification.  
8  
9

10 ARTICLE XVI  
11

12 DISCIPLINARY ACTION  
13

14 16.1 **Exclusive Provisions:** Disciplinary action may be imposed upon permanent employees only  
15 pursuant to this article.  
16

17 16.2 **General Provisions:**  
18

- 19 a. Discipline may be imposed upon employees only for just cause in accordance with the  
20 specific grounds for discipline established in Section 16.6. Disciplinary action includes  
21 any action which deprives an employee of any classification or incident of employment or  
22 classification and includes dismissal, demotion, suspension, reduction in hours or class, or  
23 reassignment, without the employee's written voluntary consent. Discipline does not  
24 include changes in work due to layoff.  
25  
26 b. Letters of reprimand shall not be considered disciplinary actions under this Article.  
27 Letters of reprimand may be challenged and appealed by the employee through the  
28 grievance procedure contained in this agreement if there is an alleged violation of a  
29 specific term of this Agreement.  
30  
31 c. Except in those situations where an emergency suspension is justified under Section 16.4,  
32 or situations involving serious and inexcusable misconduct on the part of the employee,  
33 an employee whose work or conduct is of such a nature as to potentially warrant  
34 disciplinary action shall first be specifically warned in writing by the immediate  
35 supervisor (the lowest level supervisor who is not a member of the bargaining unit). Such  
36 warning shall state the nature of the alleged offense, and any intention the supervisor may  
37 have to recommend discipline based on future misconduct. The supervisor shall give a  
38 reasonable period of advance warning to permit the employee to correct the deficiency  
39 without incurring discipline.  
40  
41 d. It is the intent of the parties that discipline be applied progressively, to afford the  
42 employee the maximum opportunity to correct deficient work practices and/or conduct,  
43 except when the alleged misconduct warrants more severe discipline. Discipline less than  
44 dismissal shall be imposed for corrective purposes only.  
45

46 Progressive discipline refers to the following actions:  
47

- 48 1. Counseling or verbal warning;  
49 2. Written Reprimand or warning;  
50 3. Suspension without pay;  
51 4. Specific warning of termination; and  
52 5. Termination.

1 These steps are usually taken in sequence when an employee exhibits behavior or  
2 performance issues. However, depending on the situation, any step may be repeated,  
3 omitted, or taken out of sequence. The District reserves the right to effect immediate  
4 termination should the conduct warrant such action. Each case is considered on an  
5 individual basis. This does not waive the employee's right to due process as defined in  
6 this Article (outlined below).  
7

- 8 e. The District shall not initiate any disciplinary action for any cause alleged to have arisen  
9 prior to the employee becoming permanent, or for any cause alleged to have arisen more  
10 than two (2) years preceding the date of the disciplinary notice.  
11

12 **16.3 Disciplinary Procedure:**  
13

- 14 a. When the District determines that sufficient cause exists for disciplinary action to be  
15 taken against an employee, the District shall serve formal notice to that effect upon the  
16 employee. Such notice shall be presented to the employee by personal delivery, or by  
17 being placed in the U.S. Mail, postage prepaid, addressed to the last known address of  
18 the employee.  
19
- 20 b. The notice shall state the specific charges against the employee, citing names, dates,  
21 times, locations, and circumstances of alleged acts or omissions upon which discipline is  
22 to be based. If it is alleged the employee has committed any of the grounds for  
23 disciplinary action contained in Section 16.6, such grounds shall be set forth in the  
24 notice. The notice shall set forth the charges against the employee with such clarity and  
25 specificity, in ordinary and concise language, that the employee may be fully informed  
26 of their exact nature.  
27
- 28 c. Included with the notice shall be a paper, the signing and return of which by the  
29 employee shall constitute a denial of all charges, and a demand for hearing on the  
30 charges. The employee shall have not less than ten (10) calendar days from receipt of  
31 the notice in which to return the paper to the District and demand a hearing.  
32
- 33 d. The employee shall be entitled to an informal pre-hearing (Skelly) meeting on the  
34 charges with the appropriate administrators, whether or not the employee demands a  
35 formal hearing on the charges. The employee shall be entitled to have a representative  
36 of his/her choice at the meeting.  
37
- 38 e. If the employee demands a hearing on the charges, the District shall obtain the services  
39 of a Hearing Officer from the Office of Administrative Hearings of the State of  
40 California to conduct the hearing. The technical rules of evidence shall not apply. The  
41 hearing shall be conducted at the convenience of the Hearing Officer. The hearing shall  
42 be conducted in open or closed session, based upon the wishes of the employee.  
43
- 44 f. The employee shall have the right of counsel and/or representation of his/her choice and  
45 at his/her own expense at the hearing. He/she shall have the right to present evidence,  
46 testimony, and witnesses on his/her behalf, and the right to cross-examine witnesses of  
47 the District. The burden of proof shall remain with the district, and the standard to be  
48 met shall be preponderance of evidence.



- 1 g. The Hearing Officer shall issue a written decision following conclusion of the hearing,  
2 which shall be provided to the District and the employee. In the decision, the Hearing  
3 Officer shall issue judgment on each charge and specification contained in the original  
4 charges, and on the charge as a whole. The decision shall contain a recommendation for  
5 discipline, if any, as found appropriate by the Hearing Officer. The Hearing Officer's  
6 recommendation may sustain or reject the original charges and proposed discipline in  
7 whole or in part, with amendments thereto, but may not recommend discipline greater  
8 than that originally proposed by the District.  
9
- 10 h. The Board of Education shall act upon the Hearing Officer's recommendations at the first  
11 regular or extraordinary meeting of the Board at which the issue can be legally placed  
12 upon the agenda. If the Board's decision includes the imposition of discipline on the  
13 employee, the effective date(s) of such discipline shall be indicated. If the charges are  
14 rejected and the employee fully reinstated to his/her position, the Board shall rule on the  
15 issue of back pay.  
16

17 16.4 **Emergency Suspension:** CSEA and the District recognize that emergency situations can  
18 exist involving the health and welfare of students or other employees. If an employee's  
19 presence on District property would lead to a clear and present danger to the lives, safety, or  
20 health of students or fellow employees, the District may immediately suspend the employee  
21 with pay. No suspension without pay shall occur until a decision is rendered by the Board of  
22 Education following the hearing process, or if the employee does not demand a hearing.  
23 During the first day of the emergency suspension, the District shall serve required notice upon  
24 the employee suspended, who shall be entitled to initiate the hearing process in accordance  
25 with the provisions of this article. The provisions of this section and Article do not preclude  
26 the District from placing an employee on paid administrative leave in accordance with Article  
27 XI (Leaves).  
28

29 16.5 **Disciplinary Settlement:** A proposed disciplinary action may be settled at any time  
30 following service of the required notice on the employee, on any terms acceptable to the  
31 employee and the District. The terms of any such settlement shall be reduced to writing, and  
32 a copy shall be given to the CSEA Chapter President by the District. An employee offered a  
33 disciplinary settlement by the District shall be granted a reasonable amount of time to have  
34 the proposed settlement reviewed by his/her chosen representative prior to signing it.  
35

36 16.6 **Grounds for Disciplinary Action:**  
37

- 38 a. Incompetence or ongoing, previously documented, neglect in the performance of  
39 assigned duties.  
40
- 41 b. Refusal to perform assigned work.  
42
- 43 c. Discourteous, abusive, offensive, or immoral conduct or language toward other  
44 employees, students, or the public.  
45
- 46 d. Dishonesty.  
47
- 48 e. Possession or consumption of alcoholic beverages or marijuana on school property, or  
49 reporting for work while under the influence of alcohol or marijuana.

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- f. Addiction to, possession on school property of, or being under the influence of narcotics or controlled substances without a prescription.
  - g. Repeated unexcused absences or tardiness.
  - h. Absence without notification.
  - i. Falsifying any information supplied to the District, including information on application forms, employment records, or any other District records.
  - j. Refusal to take a medical examination required by the District.
  - k. Offering anything of value, or offering any service in exchange for special treatment in connection with the employee's job, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
  - l. Conviction of a sex offense as defined in Education Code Section 44010.
  - m. Persistent violation or refusal to comply with safety rules established by the District, or by any governmental agency with jurisdiction.
  - n. Abandonment of position, defined as absence without authorized leave for five (5) or more days.
  - o. Possession while at work of a firearm, imitation firearm, knife, explosive, or other dangerous object of no reasonable use to the employee within the course and scope of employment. As used in this section, "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 3 ½ inches, a folding knife with a blade that locks into place or a razor with an unguarded blade.
  - p. Persistent violation or refusal to comply with rules, policies or regulations established by the District.

37 16.7 In the event a unit member has a permanent physical or mental inability to perform essential  
38 job functions with or without reasonable accommodations, the District may direct a fitness for  
39 duty exam. If medically determined that he/she cannot perform such functions, the District  
40 shall place the unit member on applicable leaves including personal sick leave,  
41 vacation, extended illness and FMLA. At the exhaustion of such leave the unit member shall  
42 be placed on the reemployment list in accordance with state law.  
43  
44

## 45 ARTICLE XVII

### 46 COMPLETION OF MEET AND NEGOTIATION

47  
48  
49 17.1 This document constitutes the complete agreement of the parties.  
50

51 17.2 The parties shall have no further obligation to meet and negotiate during the term of this  
52 agreement except as provided for in Article XXII, District initiated or legally required  
53 changes to matters subject to mandatory bargaining under EERA or by mutual agreement.

1 17.3 Any additions or changes in the Agreement shall not be effective unless reduced to writing  
2 and properly signed and ratified by both parties.  
3  
4

5 ARTICLE XVIII  
6

7 EFFECT OF AGREEMENT  
8

9 18.1 It is understood and agreed that the specific provisions contained in this agreement shall  
10 prevail over District practices and procedures and the state laws to the extent permitted by  
11 state law, and that in the absence of specific provisions in this agreement, such practices and  
12 procedures are discretionary.  
13  
14

15 ARTICLE XIX  
16

17 SAVINGS PROVISION  
18

19 19.1 **Provisions Held Contrary to Law:** If any provisions of this agreement are held to be  
20 contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid  
21 and subsisting, except to the extent permitted by law, but all other provisions will continue in  
22 full force and effect.  
23

24 19.2 **Replacement of Severed Positions:** In the event any article or section of this agreement  
25 shall be held contrary to law, the parties agree to meet and negotiate within thirty (30) days  
26 after such determination for the purpose of arriving at a mutually satisfactory replacement for  
27 such article or section.  
28

29 ARTICLE XX  
30

31 CONCERTED ACTIVITIES  
32

33 20.1 The CSEA recognizes the duty and obligation of its representatives to comply with the  
34 provisions of this agreement, and to make every effort toward inducing all employees to do  
35 so. In the event of a strike, work stoppage, slowdown, or other interference with the  
36 operations of the District by employees who are represented by the CSEA, CSEA agrees in  
37 good faith to take all reasonable steps to cause those employees to cease such action.  
38

39 ARTICLE XXI  
40

41 MANAGEMENT RIGHTS  
42

43 21.1 As expressed in the previous agreement between the parties, the District reserves, as its  
44 exclusive right and prerogative, to act in all manners not specifically enumerated herein,  
45 retaining all powers and authority to direct, manage, and control to the fullest extent of the  
46 law; provided, that in the event of an emergency, the District retains its right to take  
47 reasonable action in dealing with said emergency. An emergency shall be a natural disaster,  
48 an act of civil strife, or other events rendering normal operations of the District to be  
49 substantially impaired.  
50

ARTICLE XXII

REOPENERS

22.1 Negotiations are closed for 2021-22, 2022-23, and 2023-24, and the parties mutually agree that they have not nor shall they file any unfair practice charges related to this set of negotiations.

23.1 The term of this agreement shall be from July 1, 2021 through June 30, 2024.

DATE:\_\_\_\_\_

DATE:\_\_\_\_\_

For: Eureka City Schools

For: CSEA – Blue and White Collar Units

\_\_\_\_\_

\_\_\_\_\_

For: CSEA – Labor Relations Representative

\_\_\_\_\_

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DATE: 2/10/2022

DATE: 2/10/2022

For: Eureka City Schools

Renee McMill

For: CSEA – Blue and White Collar Units

Uma Taylor

For: CSEA – Labor Relations Representative

Sherry Luna 2/9/2022