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Article I

Purpose of Agreement

This Agreement is made and entered into this 27th day of October 2009, herein constitute a binding agreement (“Agreement”) by and between the Governing Board of the Plumas Lake Elementary School District (“District”) and the California School Employees Association and its Plumas Lake Elementary School District Chapter #861 (“CSEA”), an employee organization.

Article II

Term of Agreement

This Agreement will be in full force and effect for three (3) years, July 1, 2009, through June 30, 2012, or until a new Agreement has been agreed to by both parties. During the second year of this agreement, 2010-2011 the parties agree to a 0% increase in salary and benefits. If another represented group receives a salary or benefit increase the parties agree to meet to negotiate. During the third year of this agreement 2011-2012, the parties may negotiate salary and benefits only. Each party must notify the other party of its intent to open this article for negotiations pursuant to this article by March 1st.

Article III

Duration and Completion of Negotiations

This agreement shall constitute the full and complete commitment between parties and shall supersede and cancel all previous agreements both written and oral. However, this agreement may be altered, changed, added to, deleted from, or modified through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

Article IV

Savings

If any provision of this Agreement is held invalid either by operation of law or by a court of competent jurisdiction, or by a decision of the Public Employees Relations Board, the remainder of this Agreement shall not be affected thereby. In such a case, the parties shall promptly meet and negotiate successor language.

Article V

Non-Discrimination

- 5.1 The District shall not discriminate against any bargaining unit member on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation, membership in an employee organization, or participation in the activities of an employee organization.
- 5.2 Classified application forms and oral interview procedures shall not refer to membership in, or preferences for an employee organization.

Article VI

District Rights

- 6.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.
- 6.2 The District's exercise of its powers, rights, authority, duties and responsibilities; the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with law.
- 6.3 The District retains its right to amend, modify, or rescind policies, regulations, and practices referred to in this agreement in cases of emergency. For the purpose of this article, an emergency is defined as an act of God, a war, a natural or man-made disaster

Article VII

CSEA Rights

- 7.1 CSEA shall have the right of access to areas in which unit members work at reasonable times for the purposes of representing bargaining unit members on CSEA matters. This right of access shall not interfere with a unit member's execution of assigned duties and not disrupt normal workflow. CSEA will give notice to the immediate supervisor that he/she wishes to transact CSEA business on the job site.
- 7.2 CSEA shall have the right to use without charge District buildings, facilities and equipment at reasonable times when not otherwise in use.
- 7.3 The right to use without charge bulletin boards, mail boxes, and the use of the school mail system and e-mail system for the posting or transmission of information or notices concerning CSEA matters. Site representatives shall have access to mail boxes for distribution of CSEA materials. The District agrees to provide a location at the current Chapter President's work site to receive correspondence
- 7.4 Upon written request, CSEA shall be supplied with all necessary and relevant information related to CSEA's duty of representation.
- 7.5 CSEA shall be provided with three (3) full copies of all Board Agendas and Minutes at the time of their publication. Distribution of copies to be provided to the Chapter President, Chief Job steward and Labor Relations Representative.
- 7.6 Within thirty (30) days after the ratification of this Agreement and subsequent ratified agreements, the District shall print and provide without charge a copy of this Agreement and any ratified changes, to every bargaining unit member. Bargaining unit members who are employed after the execution of this Agreement shall be provided a copy of this Agreement by the District without charge at the time of employment. The parties agree that if, due to an increase in staffing, such copying creates a burden on the District, the parties will meet to discuss alternate methods of producing the Agreements.

- 7.7 The District shall provide CSEA with the following lists:
- A. A bargaining unit list on October 1 of each year which shall include the bargaining unit member's name, classification, hours per day, days per year, site, immediate supervisor, and hire date.
- 7.8 CSEA Negotiation Team members shall be granted reasonable period of release time without loss of compensation for the purposes of negotiations no more than one time per month and for no more than five (5) members unless the parties agree otherwise.
- 7.9 The CSEA Chapter President may request additional release time during the 2008-09 school year only. Requests for release days must be made at least 48 hours in advance, provide a general description of the reason for the request and must be approved by the Superintendent.

Article VIII

Organizational Security

- 8.1 **DUES:** Any unit member, or employee who has applied for membership, shall sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiating fees and general assessment in the Chapter.
- 8.2 **AGENCY FEES:** Any employee who is not a member of the Chapter, shall, as a condition of continued employment, become a member of the Chapter or pay to the Chapter a fee in an amount equal to unified membership dues, initiation fees and general assessments. However, in lieu of dues, the employee may authorize payroll deductions as provided in this Article. In the event that the employee does not pay such fee directly to the Chapter or authorize payroll deductions, the Chapter shall inform the District and the District shall authorize automatic payroll deductions pursuant to Education Code Section 45168 and in the same manner as set forth in this Article. The District shall not charge the Chapter for such mandatory agency fee deduction.
- 8.3 **RELIGIOUS BELIEFS:** Any employee who is a member of a religious body whose traditional tenets or teaching includes objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to the Chapter. However, such employee shall be required to pay sums equal to the service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
- A. Red Cross
 - B. American Cancer Society
 - C. Shriner's Children Hospital
- Such payment shall be made on or before October 15th of each school year.
- 8.4 Proof of payment pursuant to this article shall be made on an annual basis to the District as a condition to continued exemption. Such proof shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment has been made. Such proof shall be presented on or before October 15th of each school year. The Chapter shall have the right of inspection in order to review said proof of payment.

- 8.5 **TRANSMITTAL OF DUES:** All sums deducted pursuant to the Article shall be promptly remitted to the Chapter along with a list of unit members for whom such deductions have been made.
- 8.6 The Chapter agrees to furnish all information needed by the District to fulfill the provisions of the Article.

Article IX

Hours

- 9.1 **WORKWEEK:** The workweek for full-time employees shall consist of five consecutive days of eight hours per day and forty hours per week. This Article shall not restrict the District from extending the regular workday or workweek on an overtime basis.
- 9.2 **WORKDAY:** The length of the workday shall be designated by the District for each classified position. Each employee shall be assigned a fixed and regular minimum number of hours.
- 9.3 **ADJUSTMENT OF ASSIGNED TIME:** Any part-time employee who is assigned to work an average of thirty (30) minutes more per day in excess of his/her regular assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- 9.4 **LUNCH PERIOD:** Employees working 5.5 hours or more per day will be entitled to a lunch period of no longer than one hour and not less than one-half hour. Such lunch period shall be at or about the midpoint of each work shift.
- 9.5 **REST PERIODS:** Employees working more than three (3) consecutive hours, but less than four (4) consecutive hours shall be entitled to a (10) minute break. Employees working less than eight (8) hours, and more than four(4) hours will receive rest periods on a prorated share of fifteen (15) minutes per four (4) hours worked. Employees working eight (8) hours a day shall receive two (2) fifteen (15) breaks per day. Insofar as practical, breaks shall be scheduled in the middle of the work period.
- 9.6 **MULTIPLE VOLUNTEERS SHIFT CHANGES:** Absent an employee volunteer, where a permanent shift change is to occur, the person with the least seniority in that class shall be assigned to this shift. Shift change is defined as a change from either day shift to night shift or vice versa.
- 9.7 **NIGHT SHIFT DIFFERENTIAL:** Any employee in the bargaining unit whose assigned work shift commences between 1:00 p.m. and 5:00 a.m. shall receive a paid lunch.

9.8 **COMPENSATORY TIME OFF:** Employees who receive advanced administrative/management authorization to work additional time or overtime will be paid for this time or, at the employee's discretion, will accumulate compensatory time off ("CTO") for such additional time or overtime. No employee may have credited to his/her account, at any time, more than two hundred (200) hours of CTO. Furthermore, CTO earned must be used by the end of the subsequent school year. For example, any CTO earned during the 2008-2009 school year, must be used by the end of the 2009-2010 school year or will be paid out.

A. CTO, if requested by the employee and approved, shall be granted at the appropriate rate of pay stipulated in this Agreement. Requests for CTO, shall be submitted to the supervisor and approved prior to taking the time off.

9.9 **OVERTIME:** Overtime shall be compensated at time and one-half after eight (8) hours in any one day or forty (40) hours in any one week. Any employee working on Sunday will receive double time. Employees working four (4) or more hours per day will receive overtime for all time worked on the sixth and seventh day. Employees working less than four (4) hours per day will receive overtime for all time worked on the seventh day.

A. **OVERTIME DISTRIBUTION:** Overtime shall be first distributed and rotated as equally as is practical among employees in the bargaining unit within each department or worksite; i.e., when overtime is available it will first be offered at the department/work site within classification pursuant to a site established rotation list. If no one at the department/worksite wishes to take advantage of the overtime, the District will then go to a master list of those employees who have indicated an interest in receiving overtime. This list will be maintained by the District by classification and offered by classification and employees will first be ranked in order by hiring date. Once an employee has accepted overtime in excess of two (2) hours, or has refused an overtime opportunity, his/her name will then go to the bottom of the list. If an employee refuses an offer of overtime for two (2) hours or less, he/she will remain at the top of the list.

B. **RIGHT OF REFUSAL:** An employee may refuse a request by the supervisor for overtime, call-back, or call-in. Should the request for overtime, call back or call in be of an emergency nature, the employee's right of refusal shall be waived.

- 9.10 **MINIMUM CALL-IN TIME:** An employee called in to work on a day when he/she is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement
- 9.11 **CALL-BACK TIME:** An employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours pay at the appropriate rate of pay under this agreement.
- 9.12 **TRAINING:** Those classified employees required to attend or receive special training by the District shall receive such training during working hours or shall be compensated at their appropriate rate of pay if the training is taken at some time other than working hours.
- 9.13 **BUS DRIVERS' CERTIFICATION:** Bus Drivers' certification shall be performed by the District on workdays or on days designated by the District when employees will be paid. The District shall reimburse the driver for tuition paid for bus driver recertification.
- 9.14 **TRAVEL:** Classified employees directed by the District and with prior approval of the supervisor to attend meetings or perform District business shall be reimbursed for lodging, meals, and mileage not to exceed the prevailing rate.

Article X

Pay and Allowances

- 10.1 Pay for 12 month bargaining unit members shall be computed on the following basis:
- A. Hours worked per day x hourly rate of pay x number of days per year worked divided by 12 months.
- 10.2 Pay for less than 12 month employees shall be computed on the following basis:
- A. Hours worked per day x hourly rate of pay x number of days worked (plus holidays and vacation days) divided by 12 months. All regular paychecks of employees in the bargaining unit shall be issued monthly.
- 10.3 Whenever it is determined that an error has been made in the calculation or reporting of any classified employee's salary which results in an under payment to the bargaining unit member, the District shall, within 5 working days following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.
- 10.4 Whenever it is determined that an error has been made in the calculation or reporting of any classified employees salary which results in an over payment, before any attempt at recouping any overpayment, the District shall meet with the affected employee and his/her representative, provide any and all relevant information to the employee that supports the District's opinion that an overpayment has occurred.
- 10.4.1 If the employee agrees that an overpayment has occurred, the District and the Employee shall agree to a repayment plan, which shall be a written agreement and signed by both parties. If the employee does not agree that an overpayment has been made, the District shall be required to follow the applicable State and Federal laws regarding wage garnishment. In no instance will the District unilaterally attempt to recoup an alleged overpayment without meeting with the affected employee.
- 10.5 The hourly rate of pay for each classification in the bargaining unit shall be in accordance with Appendix A which is attached to this agreement.

10.6 A bargaining unit member's regular rate of pay shall include any shift differential and/or longevity required to be paid under this Agreement.

10.7 **STEP PLACEMENT AND MOVEMENT**

- A. Step credit shall be given to new bargaining unit members for outside related experience. Two years of outside experience shall count as 1 year of district experience. Such experience shall enable the bargaining unit member to be initially placed on a maximum step 2 of the appropriate range. CSEA shall be notified of any newly hired bargaining unit member's placement on Step 2.
- B. Step increases shall be paid at the beginning of each year. Employees must be employed by January 1st to be eligible for such step increases.
- C. In instances of a bargaining unit member being voluntarily demoted, the bargaining unit member shall retain the step placement held prior to the change on the new salary range.
- D. A bargaining unit member who resigns and is reemployed in the same classification within 30 days shall be placed at the same step on the salary schedule with all rights and privileges provided the bargaining unit member prior to his/her resignation. This provision shall apply only to bargaining unit members who were originally employed for not less than three (3) years prior to his/her resignation.

10.8 **CERTIFICATES, LICENSES AND IMMUNIZATIONS:** The District shall pay the costs of maintaining certificates, licenses and TB tests required by the bargaining unit member's current job description. A bargaining unit member who is required by his/her classification to attend trainings to maintain his/her certificates and/or licenses shall be paid for attending the training program at the appropriate rate of pay or released from duty with pay to attend the training program. All expenses to attend the training shall be advanced.

10.9 **MILEAGE:** Bargaining unit members whose work assignment requires travel, will be furnished either transportation or be reimbursed for all mileage incurred other than mileage to and from home and the primary work site. Reimbursement shall be at the current established Internal Revenue Service rates.

- A. Bargaining unit members that are assigned to more than one work location shall be paid mileage for travel between work locations at the current established IRS rate.

- 10.10 **MEALS:** Bargaining unit members whose work assignment requires them to stay overnight shall be reimbursed in accordance with the applicable Board Policy reimbursement for meals with prior approval of the Superintendent or designee.
- 10.11 **LODGING:** Employees, whose work assignment must lodge away from home, shall be advanced for actual and necessary expenses as determined by the District. If the employee incurs costs above the advancement, these costs shall be reimbursed within ten (10) days after providing receipts to the District.
- 10.12 **TOLLS AND PARKING FEES:** Employees whose work assignment requires payment of tolls and or/parking fees shall be paid prior to departure for tolls and fees that are known. The employee shall submit receipts to the District. For tolls and fees not known at the time of departure, bargaining unit members shall be reimbursed for these fees within ten (10) days after providing receipts to the District.

Article XI

Health Benefits

11.1 HEALTH INSURANCE, DENTAL, AND VISION

- A. The District shall provide each full-time unit member and dependents, where appropriate, with a health, dental and vision insurance plan, which shall include prescription coverage. Subject to lawful rules of the insurance provider (currently TCSIG) an eligible employee may choose any of the medical plans that are currently offered by the carrier and that have been selected by CSEA.
- B. As of July 1, 2008 the required annual contribution on the part of the District will not exceed ten thousand dollars (\$10,000) to cover Health, Dental, and Vision Insurance. The parties agree that the CAP shall remain in place until June 30, 2011. In the event that any other recognized bargaining unit group shall receive a higher CAP for the 2010/2011 school year, the parties agree to meet and negotiate the issue of a higher CAP.

11.2 Part-time members (five and a half (5.5) or more hours per day and 50% of student attendance days) may participate in the District group health plan subject to the following condition:

- A. Upon proper application by a part time member, the District shall pay a pro-rata portion of the required monthly premium. The portion shall be based on the number of hours served in the District per day. The difference in cost shall be the obligation of the member, and shall be paid through payroll deduction each month.

11.3 Transition Coverage: Pursuant to Federal Law, upon conclusion of an employee's employment with the District, the District will inform eligible employees of available health plan coverage (COBRA).

Article XII

Evaluation Procedures and Probationary Period

- 12.1 The probationary period for new bargaining unit members is one year.
- 12.2 The probationary period for a permanent employee who has been reclassified will be for 6 (six) months.
- 12.3 Probationary employees will be evaluated at least once within the first three months of the probationary period.
- 12.4 Permanent employees shall be evaluated by the bargaining unit member's supervisor at least once during each school year.
- 12.5 Permanent bargaining unit members who are reclassified shall be evaluated at least one time during the first three months of their new position.
- 12.6 The evaluation shall not be placed in the member's personnel file until the employee and the evaluator have reviewed and discussed the evaluation. A member shall have the right to review and respond to the evaluation. The member shall sign and date the evaluation, but such signature shall not necessarily be deemed concurrence with the material.
- 12.7 Any unsatisfactory evaluation shall include specific recommendations for improvement.
- 12.8 The District and CSEA have agreed upon an evaluation instrument. See Appendix B.

Article XIII

Disciplinary Action

- 13.1 Discipline shall be imposed upon permanent unit members of the classified service only for cause and pursuant to this Article and pertinent law(s). No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the employing district.
- 13.2 Probationary, temporary, substitute and short-term unit members shall be subject to termination at the discretion of the Superintendent and upon approval of the Board of Trustees.
- 13.3 **Cause for Disciplinary Actions:**
- A. Incompetency or inefficiency in performance of the duties of the position.
 - B. Insubordination, including, but not limited to, refusal to do assigned work.
 - C. Discourteous, offensive, or abusive conduct or language toward other employees, pupils or the public.
 - D. Dishonesty.
 - E. Drinking alcoholic beverages on the job, or reporting for work under the influence of alcohol.
 - F. Use of narcotics on the job or reporting for work under.
 - G. Repeated unexcused absences or tardiness.
 - H. Abuse of leave or absence without leave.
 - I. Absence without notification.
 - J. Falsifying any information supplied to the School District including information supplied on application forms, employment records, or any other School District record.
 - K. Willful or persistent violation of state law or policies and regulations of the District.
 - L. Conviction of crimes or moral turpitude or sex offenses and/or narcotics offenses as defined in Education Code Sections 44010 and 44011.
 - M. Failure to adequately care for and safeguard assigned District material, equipment or facilities.

N. Any other action or lack of action that is detrimental to the School District and public service.

13.4 **Types of Disciplinary Action That May Be Taken:**

- A. **Informal In-service Counseling:** Whenever feasible, disciplinary action will be taken only after the unit member has been verbally warned and counseled by the unit member's supervisor or Superintendent regarding his/her unsatisfactory conduct and/or performance.
- B. **Formal Discipline:** Unless causes for disciplinary action results in the immediate notice of discipline to the unit member, or when a unit member's conduct and/or performance continues to be unsatisfactory after the issuance of one or more verbal warnings, the unit member may be subject to any of the following disciplinary actions:
1. Written reprimand or warning notice relating to an action or lack of action may be placed in the personnel file. The unit member shall be provided a copy and notice of opportunity to reply. The unit member must exercise his/her right to reply within ten (10) working days. The unit member's written comments, if any, are to be attached to the reprimand or warning notice (Education Code Section 44031).
 2. The unit member may be suspended for up to thirty (30) days without pay.
 3. The unit member may be demoted to a lower salary classification.
 4. The unit member may be terminated for cause.

13.5 **PROCESSING OF DISCIPLINARY ACTION**

- A. When there is evidence of cause of disciplinary action as specified in Section 13.3 above, the Superintendent or his/her designee shall prepare a written notice to be delivered to the unit member specifying the act(s) and/or omission(s) which would be cause for disciplinary action. Unless the cause for disciplinary action is sufficient to support notice of disciplinary action without the issuance of a warning, such notice shall serve as a warning to the unit member and shall include specific recommendations for improvement. Either party may request a meeting to discuss such notice and the reasons for it. The unit member shall be entitled to CSEA representation for the meeting, if desired.
- B. When there is cause for disciplinary action sufficient to support notice of disciplinary action without the issuance of a warning, the Superintendent will prepare and serve a written Notice of Disciplinary Action upon the unit member as follows:

1. The notice shall be personally delivered or sent by certificated mail to the last known address.
2. The notice will be based on the recommendation of the Superintendent and shall contain the following information:
 - a. The action or lack of action by the unit member including the time, place and persons involved upon which the recommended disciplinary action is based;
 - b. The cause(s) for disciplinary action;
 - c. The disciplinary action which is recommended to be taken and the proposed effective date of such action;
 - d. The right of the unit member to request a pre-disciplinary meeting to discuss such notice and the reasons for it. The unit member is entitled to CSEA representation at the meeting, if desired.

13.6 NOTIFICATION OF RIGHTS

A. In addition to the Notice of Disciplinary Action, the unit member shall be sent in the same mailing the Notification of Employee Rights including:

1. The right to request a hearing, in open or closed session, before the Board of Trustees within ten (10) calendar days of receipt of the Notice of Disciplinary Action;
2. The right to be represented at the hearing by representatives of his/her choice;
3. The right to examine and have copies of all District reports relating to the recommended disciplinary action;
4. A notice that failure to request a hearing in writing on the form provided within ten (10) calendar days, constitutes the acceptance of the disciplinary action;
5. A copy of a "request for hearing" form that serves notice which must be delivered within ten (10) calendar days, by person or by certified U.S. mail, to the Superintendent/principal; and,
6. A copy of the contract article relative to disciplinary action and hearing procedures.

13.7 **REQUEST FOR HEARING**

- A. The Board of Trustees shall hold a hearing on the recommended disciplinary action. The Board may elect to employ a hearing officer.
- B. A decision shall be rendered by the Board within ten (10) workdays of the close of the hearing or receipt of a recommendation from a hearing officer. The final decision shall be made by the Governing Board with consideration of the recommendation from a hearing officer, if any, and evidence presented at the hearing.
- C. The decision of the Board shall be made in writing and set forth the following:
 - 1. Finding of fact on which the Board's decision was based.
 - 2. Final order of the Board.

13.8 **IMMEDIATE SUSPENSION:** When the Superintendent determines that District personnel, students or property are endangered, the Superintendent may immediately suspend a classified unit member, with pay, and serve disciplinary action notice until a hearing by the Board may be held.

Article XIV

Personnel Files

- 14.1 **LOCATION:** Personnel files of each bargaining unit member shall be maintained in the District Office.
- 14.2 **ACCESS:** All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or to any person who has written authorization from the bargaining unit member. The bargaining unit member shall have the right to examine and/or obtain copies from his/her personnel file subject to the District adopted copying charges.
- 14.3 **MATERIALS PLACED IN FILES:** Information of a derogatory nature shall not be entered or filed unless and until the bargaining unit member is given notice and an opportunity to review and comment. A bargaining unit member shall have five (5) working days to respond to any derogatory information entered into his personnel file. Any response shall be attached and included in his/her personnel file. Any written document placed in a unit member's personnel file shall be signed and dated by the member and the supervisor.

Article XV

Holidays

- 15.1 Classified employees who are part of the bargaining unit shall be entitled to the following paid holidays provided they are in paid status during any portion of the working day immediately proceeding or succeeding the holiday:
- A. New Year's Day
 - B. Martin Luther King Day
 - C. Lincoln's Birthday
 - D. Washington's Birthday
 - E. Memorial Day
 - F. Independence Day
 - G. Labor Day
 - H. Veterans Day
 - I. Day before Thanksgiving
 - J. Thanksgiving Day
 - K. Day after Thanksgiving
 - L. Christmas
- 15.2 If the day following Christmas Day is a work day; that day shall be considered a paid holiday. For example, if Christmas Day falls on a Thursday, the Friday shall be a paid holiday. However, if Christmas falls on a Friday or Saturday, there will be no paid holiday.

Article XVI

Vacation

- 16.1 **ELIGIBILITY:** All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned based from initial hire date.
- A. Earned vacation shall not become a vested right until completion of the initial six (6) months employment.
 - B. A classified employee must begin work on or before the first working day following the 15th calendar day of the month in order to earn vacation leave for that month. In order to earn vacation in his/her last month of service upon terminating employment, he/she must have worked at least through the 15th calendar day.
- 16.2 **RATE OF ACCRUAL**
- A. Full-time classified employees shall be entitled to .833 days of earned vacation per month worked. Regular employees working less than a full day shall earn that proportionate share of vacation benefits that the number of hours worked per day relates to eight (8) hours.
 - B. After five (5) years of service as determined by the employee's initial hire date, full-time classified employees shall be entitled to 1.25 days of earned vacation per month worked. Regular employees working less than a full day shall earn that proportionate share of vacation benefits that the number of hours worked per day relates to eight (8) hours.
 - C. After ten (10) years of service as determined by the employee's initial hire date, full-time classified employees shall be entitled to 1.667 days of earned vacation per month worked. Regular employees working less than a full day shall earn that proportionate share of vacation benefits that the number of hours worked per day relates to eight (8) hours.
- 16.3 **ACCUMULATION:** Earned vacation should be used during the current school year or the following school year. When vacation is used during the current school year but before the end of the fiscal year and the employee does not complete the fiscal year, that amount of vacation used and not earned will be deducted from the last month's salary. Employee's must secure the Superintendent or designee's consent prior to accumulating excess vacation leave and may not accumulate more than seven (7) working days of vacation beyond one fiscal year's accrual rate.

16.4 **USE OF VACATION:** Employees shall take vacations at the convenience of the District, with specific approval of the supervisor or Superintendent.

Article XVII

Leaves of Absence

- 17.1 **BEREAVEMENT LEAVE:** A unit member shall be granted a leave with full pay in the event of a death in the unit member's immediate family. The leave shall be for a period not to exceed three (3) days. (Five (5) days if travel over 300 miles one way to the funeral location is necessary.) The immediate family is defined to include spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepparent, stepchild, foster child currently residing with the employee, grandparent, grandchild, or any relative of either spouse living in the immediate household of the unit member.
- 17.2 **JURY DUTY:** A unit member shall be entitled to leave without loss of pay for any time the unit member is required to perform jury duty. Upon notification of jury duty, it is the obligation of the employee to immediately inform his/her supervisor. The unit member will reimburse the District that amount that he/she receives for jury duty service. Any meal, mileage, and/or parking allowance provided the unit member for jury duty shall not be considered in the amount reimbursable to the District.
- 17.3 **SICK LEAVE:** Unit members shall be credited with the assigned number of hours worked per day as a month's entitlement to sick leave for each month the employee has worked for at least 50% of the working days in that month. Previous accumulated sick leave shall be computed in the same manner. Deductions from sick leave shall be computed in the same manner. Deductions from sick leave shall be computed for actual time taken rounded to the nearest 1/4 hour.
- A. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each eligible unit member with the following exception:
 - 1) A new unit member shall not be eligible to take more than six (6) days sick leave or the proportionate amount to which the unit member is entitled until the first day of the calendar month after completion of six (6) months of active service, or probationary period.
 - B. Injury or illness attributed to pregnancy shall be treated as an illness for the purpose of sick leave upon certification of an attending physician.
 - C. If a unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

- D. The Superintendent reserves the right to request written verification by a medical physician of any illness that is in excess of three (3) consecutive days or in situations where the Superintendent or designee suspects abuse of sick leave.
- E. Use of Sick Leave for Family Illness: A unit member may use up to one-half of the current year's allotment of sick leave (e.g., 5 days for a 10 month employee) to care for a child, parent, spouse or domestic partner who is sick pursuant to definitions and requirements of Labor Code section 233.5.

17.4 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:** In addition to any other benefits that a unit member may be entitled to under the Workers' Compensation laws of this state, unit members shall be entitled to the following benefits:

- A. A unit member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) work days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year; when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- B. Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day.
- C. The Industrial Accident or Illness Leave is to be used in lieu of normal sick leave benefits. When entitlement to Industrial Accident or Illness Leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may be used. If, however, a unit member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation pay which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
- D. Any unit member absent from duty because of an Industrial Accident or Illness Leave, who has used all available paid leave pursuant to this Agreement and is unable to return to duty, may request a leave of absence without pay for further recuperation.
- E. Any time a unit member on Industrial Accident or Illness Leave is able to return to work, he/she shall be reinstated in his/her position.

- F. A unit member may place in his/her personnel file a request that, if disabled, they wish to be treated by their own physician.
- G. The Superintendent or designee reserves the right, at District expense, to require a medical examination by a District selected physician at any stage of an Industrial Accident claim.
- H. A unit member on Industrial Accident Leave shall not leave the state without written consent from the Superintendent of designee.

17.5 **ENTITLEMENT TO OTHER SICK LEAVE:** When a unit member is absent from his or her duties because of illness or injury for a period of five (5) months or less, the amount deducted from his/her salary shall not exceed the amount actually paid a substitute employee employed to fill his/her position and, in addition, when he/she has exhausted all paid leave he/she is entitled to, he/she may request an unpaid leave of absence. If at the exhaustion of all available leave, the unit member is still unable to return to work, he/she shall be placed on a reemployment list for 39 months. (Ed. Code 45196.)

17.6 **BREAK IN SERVICE:** No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

17.7 **PERSONAL NECESSITY LEAVE:** Every unit member shall be entitled to ten (10) days of his/her sick leave allotment during each school year in case of the following:

- A. Death or serious illness of a member of the immediate family. Serious accident involving the unit member's person or property or the person or property of a member of the immediate family.
- B. Serious accident involving the unit member's person or property or the person or property of a member of the immediate family.
- C. Imminent danger to the home or personal property of the unit member occasioned by flood, storm, or fire.

A unit member shall not be required to secure advanced permission to use personal necessity leave in (A), (B) and (C) above, but must notify the District within 24 hours of use.

- D. Child adoption procedures.

- E. Up to four (4) days of personal necessity may be used each year by a unit member, at his/her election, in cases of "compelling personal importance." A unit member may take such leave if he/she completes the necessary request form (attached as Appendix C) in advance and verifies that the circumstances necessitating the leave are of "compelling personal importance" and either:
- 1) Are serious in nature.
 - 2) Cannot reasonably be postponed or disregarded, or
 - 3) Cannot be taken care of after work hours or on weekends.
 - 4) Is not used for vacation, recreation, seeking other engaging in other employment, to extend a holiday or weekend, or for concerted activities against the District.
- F. If the unit member has not met these criteria, the full daily rate of pay shall be deducted for the period of absence.
- G. In those situations when the written statement may not be submitted in advance due to an emergency, the statement shall be submitted by the unit member upon returning. Leaves pursuant to this section may not be used for organizational activities by the Association.
- H. The authorizing administrator may ask for specific information relative to the request; however, in the event the reason for "compelling personal importance" is private in nature involving the unit member or his/her family, the unit member will so state, and details of the private nature of the request will not be pursued.
- I. Deductions from personal necessity leave shall be computed for actual time taken rounded to the nearest 1/2 hour.

17.8 **MILITARY LEAVE:** Unit members who have served the District for one (1) year or more and who are called to active federal or state military duty shall be entitled to an unpaid military leave mandated by Sections 389 through 395.2 of the California Military Code. In general, these provisions are:

- A. The right to military leave;
- B. The payment upon commencement of military leave of thirty (30) days salary at the existing regular rate;
- C. The return to position upon request within six (6) months following separation from service;

- D. The rights and privileges of employment which the unit member would have possessed had the absence not occurred, except sick leave accumulation, vacation accumulation, or salary due during the period of absence.

17.9 **UNPAID LEAVE:** Upon request, a unit member may request an unpaid non-benefit leave for personal reasons for a period not to exceed one (1) school year. A unit member may request renewal of the leave for good cause. During this leave period, a unit member may continue insurance under provisions of the insurance provider's plan document by reimbursing the District for the full cost of such programs.

17.10 **PREGNANCY DISABILITY LEAVE** (Educ. Code § 44965):

- A. A female unit member who is determined by her physician to be temporarily disabled due to pregnancy, miscarriage, abortion, child birth, or recovery there from is qualified for pregnancy disability leave. The Superintendent may require verification of such in writing.
- B. The length of the leave of absence, including the date on which the employee shall resume duties, shall be determined by the unit member and the unit member's physician. The unit member shall provide as much advance notice of the leave request as possible under the circumstances.
- C. A unit member who exhausts all sick leaves while still qualifying for pregnancy disability may use extended sick leave or unpaid family care and medical leave.

17.11 **FAMILY CARE LEAVE ACT:**

- A. An eligible unit member shall be granted unpaid leave, upon request, for the following purposes: (1) the birth of a child or care of a newborn of the unit member; (2) the adoption or foster care placement of a child with the unit member; (3) care for a child, parent or spouse who has a serious health condition; or (4) a serious health condition of the unit member making him/her unable to perform her/her work. "Serious health condition" and other criteria are defined by federal law (29 U.S.C. §§ 2601, et. seq.) and state law (Gov. Code §§12945.1, et. seq.).
- B. Unit members must meet the minimum hours in paid status requirements established in state and federal law prior to be eligible for this leave.
- C. Such unpaid leave runs concurrently with any paid leave the unit member may be eligible for (e.g., sick leave, personal necessity leave) except pregnancy disability leave). A unit

member who requests unpaid Family Care leave shall use all paid leave that is relevant to the absence (e.g., sick leave, extended illness leave) until such leave is exhausted during the otherwise unpaid leave period.

- D. During this leave, the District shall maintain its contribution to the unit member's health benefit coverage except that the cost of health benefits may be recovered if the unit member fails to return to work after leave for reasons within his/her control.

17.12 CATASTROPHIC LEAVE

- A. Purpose: To allow employees to donate unused sick leave hours to other employees to use when they have a catastrophic illness or injury, as defined under Education Code 44043.5.
- B. Eligibility: A unit member becomes eligible to receive catastrophic leave donations when the unit member has exhausted all his/her accrued leave AND has an illness or injury that is expected to incapacitate the employee for a period of at least ten (10) working days, or that incapacitates a member of the employee's immediate family which incapacity requires the employee to take time off work for a period of at least ten (10) working days to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and compensatory time earned.
- C. "Family Member" is defined in Article 14, Section A of the bargaining unit language. Workers' compensation injuries and illness are excluded from eligibility under this leave privilege since leave provisions and wage payment for those cases are separately provided for.
- D. Participation is voluntary, but requires a contribution to the bank. Only contributors will be permitted to withdraw from the bank.
- E. Request to Receive Donation Procedure:
 - 1) Only current year contributors may request to receive donations from the bank. Requests for receipt of catastrophic leave donations will be processed by the District Office. The eligible unit member must submit their written request for donations using the "Employee Request to Receive Donation of Catastrophic Leave" form (Appendix D) accompanied by a medical statement from the attending physician, including a brief statement of the nature of the illness or injury and an estimated time the employee will be unable to work.

- 2) A representative from the District Office and the unit member, or his/her designee together will determine that the unit member is unable to work due to the unit member's or his/her family member's catastrophic illness or injury and that the employee has exhausted all accrued paid leave credits. When both are determined, the District shall process the transfer of accrued sick leave credits to the requesting unit member as needed, not to exceed ten (10) days per school year.
 - 3) Donations will be available for use by the recipient on the next payday following approval of the request. Donations will be distributed in the order in which they are received. Donated time is treated as sick leave accrued by the recipient of the donation.
 - 4) Unit members receiving donations will be placed on FMLA leave, if eligible, concurrently with their Catastrophic Leave.
- F. Donation Procedure: Unit members may donate accrued sick leave to the catastrophic leave bank. Donation of leave will be strictly voluntary; the identity of leave donors will be held in absolute confidence. Donations to the bank can be made by unit members provided they meet the following criteria:
- 1) Donations must be made in whole day increments with a minimum of one day and a maximum of two days per school year.
 - 2) Donors may donate sick leave if they have a sick leave balance after donation of at least nine (9) days of sick leave.
 - 3) Donations to the leave bank are irrevocable and cannot be reclaimed by the donor.
- G. Donations will be converted to hours. Hours shall be contributed to the bank without regard to the daily rate of pay of the donor. Donations will be accepted one time per school year during the established "open donation period." The "open donation period" will be held in the first ten working days of October each year. A notice will be given to all unit members giving them the opportunity to donate to the leave bank. Unit members wishing to donate time are required to submit the "Catastrophic Leave Donor Form" (Appendix E) to the District Office by the required deadline. Donations will not be accepted after the deadline and incomplete donation forms will not be processed.

H. Superintendent or designee will verify that the donating employee has the minimum required leave balance required for donation; convert donated time to hours; subtract from the donor's leave balance; and add to the Catastrophic Leave Bank balance. Hours in the Catastrophic Leave Bank shall accumulate from school year to school year (July 1 to June 30). If the Catastrophic Leave Bank does not have sufficient hours to fund a withdrawal request, the Superintendent is under no obligation to provide hours, and is under no obligation to pay the participant any funds whatsoever.

Article XVIII

Vacancies, Transfers and Promotion

18.1 POSTING OF VACANCIES

- A. Notice of all vacancies in classifications included in the bargaining unit shall be posted on bulletin boards at each District school site and the District Office.
- B. The vacancy notice shall be posted for a period of not less than five (5) full working days during the academic year and of ten (10) full working days during the summer recess.
- C. A copy of the posting shall be provided to all Site Representatives designated by the Association. It shall be the Association's responsibility to provide a list of all Site Representatives to the District by September 1st of each year and to provide any update to the list as needed.
- D. Notice of all job vacancies occurring during the summer recess shall be emailed to all classified employees who are on summer recess who have filed a written request of such vacancies. The request shall be on a District form.
- E. Notice of all job vacancies shall be emailed to any employee on leave who has provided the District Office with a written request to be considered for vacancies. The request shall be on a District form.
- F. The posting shall contain: The job title, job description, the number of hours per day/days per week and months per year currently assigned by the District to the position, regular assigned work shift times, primary job site, and the deadline for filing an application to be considered for the vacancy.

18.2 **APPLICATION-** A permanent bargaining unit member with satisfactory performance evaluations may apply for a vacancy by completing the application process.

18.3 **TRANSFERS-** A transfer is a change of work site by an employee without a change in classification. A work site is defined as the school or District site to which the employee is assigned.

A. **VOLUNTARY TRANSFERS:** The following criteria shall be considered when a voluntary transfer is reviewed:

- 1) The needs and best interests of the District.
- 2) The contribution the bargaining unit member can make in the new position.

- 3) The qualifications, including experience and recent training of the bargaining unit member, compared to those of other candidates for the position to be filled and the position to be vacated.
- 4) The length and quality of the service rendered to the District by the bargaining unit member.
- 5) All other criteria being equal, seniority.

B. INVOLUNTARY TRANSFERS

- 1) A bargaining unit member may be transferred based upon the needs and best interests of the District. Such transfer shall not be arbitrary and capricious nor shall it be for the purpose of discipline.
- 2) Prior to affecting an involuntary transfer, the District shall:
 - a. first consider qualified volunteers;
 - b. second, consider the transfer of the least senior employee provided he/she has the necessary skills and abilities.
 - c. ultimately involuntary transfers will be made in the best interest of the district as defined by the district.
- 3) The District shall provide an effected employee with five (5) working days notice of an involuntary transfer, except in cases of emergency.

18.4 **PROMOTIONS:** A promotion is defined as the upward movement of a unit member from a position in one classification to a position in another classification with a higher salary range designation.

- A. A promotion shall result in placement on that step in the higher salary range which affords the employee a raise of not less than five percent (5%) salary increase if such step, not counting longevity steps, exists. In such a case, the employee shall be placed on the highest non-longevity step available. For the purposes of longevity on the salary schedule, the employee shall retain his/her original hire date.
- B. An employee promoted to a higher classification shall satisfactorily complete a probationary period not to exceed six months; the employee shall be evaluated within the first six (6) months.
- C. If the employee fails to complete the probationary period, the employee shall return to his/her former classification.

- D. The employee retains the right to return to his/her prior position at any time during the probationary period.
- E. Nothing in this section prevents the District from initiating disciplinary action, up to and including dismissal, for cause.
- F. Denial of Promotion: A unit member who is denied promotion may ask for a meeting with the Superintendent to discuss the reasons for the denial.

18.5 **INTERVIEW PANELS:** CSEA shall have at least one (1) representative on interview panels for bargaining unit positions. Whenever possible, this representative shall be from the department which is hiring. The District shall provide CSEA with notice of the interview three (3) working days in advance. The unavailability of a CSEA representative will not delay the interview process.

Article XIX

Layoff and Reemployment

- 19.1 **LAYOFF DEFINED:** A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent or probationary member of this bargaining unit, because of insufficient funds, reduced work loads, combination or elimination of jobs, or when employment rights of another employee causes such an action. Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.
- 19.2 **ORDER OF LAYOFF**
- A. Layoffs shall be made in the reverse order of seniority in the job classification in which the layoff occurs. Seniority shall be determined by the date of initial hire by the District in the class affected by the layoff.
 - B. The employee with the least seniority in the class plus higher classes shall be laid off first.
- 19.3 **TIE-BREAKERS:** If two (2) or more employees subject to layoff have equal seniority in the class plus higher classes, the tie shall be broken based on total length of District service as a regular employee; if a tie still exists, determination shall be made by lot.
- 19.4 **NOTICE TO ASSOCIATION:** The District shall notify the Association of its intent to take proposed layoffs to the board at least thirty six (36) hours prior to the distribution of the applicable Board packet. The District shall provide the Association with a seniority roster and a list of employees who have received a 45 day notice.
- 19.5 **NOTIFICATION TO EMPLOYEES:** The District shall notify the affected employees in writing a minimum of forty-five (45) days prior to the day of any layoffs.
- A. Such notice shall include general information on re-employment rights or displacement rights, if any.
 - B. Such notice shall be given by personal service or certified mail.
- 19.6 **BUMPING:** A permanent employee in the classified service who is laid off from a class and who has previous service in an equal or lower class, shall have the right to bump an employee with the least seniority in that class. Seniority for the purpose of determining bumping rights

shall include the total of previous service in the equal or lower class being bumped into, plus service in the class from which the layoff occurs, and higher classes.

- 19.7 **VOLUNTARY DEMOTION:** A permanent classified employee who will suffer a layoff for lack of work or funds despite his or her bumping rights may accept a voluntary demotion to a vacant position in a lower class provided that employee is qualified to perform the duties thereof, and provided that the governing board approved the voluntary demotion and subject to his/her seniority.
- 19.8 **PAYMENT OF VACATION ACCRUAL:** Vacation time earned and unused at the time of the layoff shall be computed and paid off with the final salary warrant due the employee.
- 19.9 **CORRECTION OF ERRORS:** Any employee who is improperly laid off and is otherwise entitled to employment shall be reemployed immediately upon discovery of the error.
- 19.10 **LEGAL RIGHTS PRESERVED:** Nothing herein provided shall preclude a layoff for lack of work or lack of funds in the event of an actual and existing financial inability to pay salaries as contemplated in Education Code 45117
- 19.11 **RE-EMPLOYMENT AND PROMOTIONAL EXAMINATION PREFERENCE OF PERSONS LAID OFF, VOLUNTARY DEMOTIONS OR REDUCTIONS IN TIME:**
- A. Persons laid off because of lack of work or lack of funds are eligible for re-employment for a period of 39 months. In addition, such persons laid off have the right to participate in promotional examinations with the District during the period of 39 months.
 - B. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of lay off shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period up to 24 months.
 - C. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available unless there is a valid re-employment list in which case they shall be ranked on that list in accordance with their proper seniority.

- D. Employees laid off and who still have re-employment will be notified when employment or job openings exist in previously held classifications within the District. Such notice shall be sent by certified mail to the last address given by the employee. The laid off employee has 3 calendar days from receipt of the notification to respond.
- E. Laid off persons shall be re-employed in the reverse order of which they were laid off, in the classification from which they were laid off, in accordance with their seniority.
- F. Laid off persons who are qualified to perform jobs in classifications other than those from which they are laid off shall be hired into those jobs in preference to outside candidates.
- G. Reduction in hours shall be in no less than fifteen (15) minute increments.

19.12 **CONSULTATION:** Should the District propose a layoff, the Association shall have the right to negotiate with the District regarding the impact and effects of such layoff.

Article XX
Contracting Out

The District shall not contract for any services which are routinely and customarily performed by bargaining unit members, unless otherwise agreed to by the parties.

Article XXI
Out of Class Work

If a bargaining unit member is assigned to a lower classification; they shall receive their current rate of pay. If a bargaining unit member is assigned to work in a higher classification for five (5) consecutive days or more within a 15 day period; their rate of pay shall not be less than an additional five percent (5%) or step 1 of the higher classification, whichever is higher.

Article XXII

Safety Conditions of Employment

- 22.1 The unit member shall immediately notify his/her site supervisor of any abuse, assault, battery, or any threat of force or violence directed toward the unit member at any time or place which is related to school activity or school attendance. The unit member shall submit a written incident report as soon as reasonably possible (Injury/Incident Report)
- A. Immediate steps shall be taken by the site supervisor to investigate the incident. The site supervisor shall, within five (5) working days of the notification, reply to the unit member in writing.
- 22.2 A unit member shall be provided coverage under the terms and conditions of Workers' Compensation program and illness leave provisions of this contract for any injury or illness arising out of or in the course of his/her employment.
- 22.3 **OCCUPATIONAL SAFETY:** The District shall make every effort to comply with all health safety and sanitation requirements imposed by state or federal law regulations.
- A. Any unit member having witnessed a suspected unsafe working condition shall immediately notify his/her site supervisor in writing and will submit a copy to the Superintendent. (Report of Unsafe Conditions or Hazard)
- B. Immediate steps shall be taken by the site supervisor to investigate the suspected unsafe condition. The site supervisor shall, within five (5) working days of the notification, reply to the unit member in writing. All unsafe conditions shall be corrected in a timely manner insofar as is practical and economically feasible.
- 22.4 **NO RETALIATION:** No unit member shall be in any way retaliated against as a result of reporting any condition believed to be a violation of health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.
- 22.5 **SAFETY EQUIPMENT:** Should the employment duties of a unit member in the bargaining unit reasonably require use of equipment or apparatus to insure the safety of the unit member or others as determined by the unit member's immediate supervisor, the District agrees to furnish such equipment or gear.

Article XXIII

Transportation

- 23.1 **BUS ROUTES:** At the beginning of the school year, the Director of Transportation shall assign bus routes to Drivers.
- 23.2 **SPECIAL TRIP ASSIGNMENTS:**
- A. Any trip of two (2) hours or less shall be considered a shuttle and not subject to the provisions of this Article. The Director of Transportation shall assign shuttles to Drivers to best meet the needs of the District.
 - B. Special Trip Assignments of over two hours are to be assigned on a rotational basis. A driver shall not be required at anytime to accept a special trip assignment. The driver shall be in paid status from the time they check out the bus until the time they have completed all necessary duties as determined by the immediate supervisor.
- 23.3 In accordance with the laws and guidelines set forth by the California Department of Motor Vehicles, California Department of Education and the California Highway Patrol, The District may offer behind the wheel instruction in the following areas: Large City (San Francisco), Small City (Sacramento), Long Distance (Beyond a fifty (50) mile radius), Mountain (Mountains with different grades) and Snow Trips (Snow Driving and Chaining). Drivers are required to qualify for the areas listed above in order to take specific trips. A driver will not be penalized for failure to meet the qualifications of the trip but will be placed back on the top of the rotation lists for the next offered trip.
- 23.4 **DRIVER PREPARATION:** The development of a route by the District shall include not less than twenty-five (25) minutes added to each AM/PM run in addition to actual driving time. This additional time shall be used for check-in, check-out and clean up.
- 23.5 Fueling buses will be as needed. When buses are fueled, thirty (30) minutes time will be allowed.

Article XXIV

Grievance Procedure

- 24.1 **DEFINITIONS** (The definitions listed below pertain to and are only applicable to the Grievance Procedure as described in this Article)
- A. A “grievance” is a violation, misinterpretation, or misapplication of specific provisions of this Agreement
 - B. A “grievant” is any member of the bargaining unit covered by the terms of this Agreement or CSEA Chapter #861 as a whole.
 - C. A “day” is any day on which the District Office for the District is open for business.
 - D. A “supervisor” is the designated supervisory or management person, who at the lowest administrative level, assigns, directs the work of, or evaluates the grievant.
 - E. Parties mean the grievant(s) and the District.
- 24.2 **INFORMAL:** Within fifteen (15) days of the time a grievant knew or should have know of the grievance, he/she may present directly or through their representative the grievance to their supervisor. The grievance shall be presented orally.
- 24.3 **LEVEL I:** If the grievance is not satisfactorily resolved at the informal level, the grievant shall within ten (10) days submit the grievance to his/her supervisor in writing. Within ten (10) days of receipt of the grievance, the immediate supervisor shall communicate his/her decision to the grievant in writing.
- 24.4 **LEVEL II**
- A. In the event that the grievant is not satisfied with the decision at Level I or if the Supervisor fails to respond within the time limits, the grievant may appeal the decision in writing within ten (10) days to the District Superintendent.
 - B. The appeal shall include a copy of the original grievance and the decision rendered and the reasons of the appeal.
 - C. The District Superintendent shall communicate the decision in writing to the grievant within ten (10) days. Either the grievant or the Superintendent may request a personal conference within the above time limits. Any meeting shall be by mutual consent.

24.5 **LEVEL III**

- A. In the event that the grievant is not satisfied with the decision at level II or if the Superintendent fails to respond within the time limits, the grievant may appeal the decision in writing to the Governing Board of the District within ten (10) days. The Governing Board shall schedule a hearing on the grievance at its earliest convenience, but no later than 30 days after receipt of the grievance. The Hearing will be in open session unless the subject matter permits a closed session hearing. At the hearing, both parties shall have an opportunity to testify, present evidence, and present witnesses pertaining to the grievance.
- B. Within fifteen (15) days after the hearing, the Governing Board shall deliver to the grievant, its written response to the grievance.

24.6 **BINDING ARBITRATION**

- A. In the event that the grievance is not satisfactorily adjusted at Level III, the Chapter may request that the matter be submitted to arbitration. The Superintendent shall with fifteen (15) days of receipt of such request, seek a list of five (5) experienced arbitrators from the California State Mediation and Conciliation Service. The Chapter and the Superintendent shall meet and strike names from the list until only one name remains. As soon as possible thereafter, the Arbitrator shall schedule a hearing and render a final and binding award in accordance with the American Arbitrator Association. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement. Any and all costs for services of the Arbitrator shall be paid equally by CSEA and the District.

24.7 **MISCELLANEOUS**

- A. Time lines as specified in the Article may be changed as mutually agreed upon by the parties.
- B. A Grievant and his/her representative shall be granted reasonable release time to process a grievance.
- C. The grievant shall have the right to representation of his/her choosing at all levels.
- D. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.

Appendix A

Plumas Lake Elementary School District Classification Schedule 2009-2012

Classification	Range
Accounting Technician I	11
Accounting Technician II	13
Campus Monitor	6
Computer Network Technician	15
Custodian	10
Custodian/Bus Driver/Maintenance I/Grounds	11
Food Services Worker I	4
Food Services Worker II	9
Health Clerk	7
Library Clerk	7
Maintenance/Mechanic	13
Office Clerk	7
Office Technician	10
Paraprofessional	8
Paraprofessional - Special Education	11
Paraprofessional - Special Education (w/Signing Skills)	12
Paraprofessional Art	11
Paraprofessional Technology	11
Program Technician	12
School Site Secretary	12
Secretary I Department	11
Utility Worker	10
Yard Duty	2

**Plumas Lake School District
2009-2012 Classified Salary Schedule**

Range	Step										
	1	2	3	4	5	6	7	8	9	10	11
1	\$8.00										
2	\$8.00	\$8.40	\$8.82	\$9.26	\$9.72	\$10.21	\$10.72	\$11.06	\$11.41	\$11.77	\$12.14
3	\$8.81	\$9.25	\$9.71	\$10.20	\$10.71	\$11.24	\$11.80	\$12.18	\$12.56	\$12.95	\$13.36
4	\$9.06	\$9.51	\$9.99	\$10.49	\$11.01	\$11.56	\$12.14	\$12.52	\$12.92	\$13.32	\$13.74
5	\$9.66	\$10.14	\$10.65	\$11.18	\$11.74	\$12.33	\$12.94	\$13.35	\$13.77	\$14.20	\$14.65
6	\$10.05	\$10.55	\$11.08	\$11.63	\$12.21	\$12.82	\$13.46	\$13.89	\$14.32	\$14.78	\$15.24
7	\$10.16	\$10.67	\$11.20	\$11.76	\$12.35	\$12.97	\$13.62	\$14.05	\$14.49	\$14.95	\$15.42
8	\$11.15	\$11.71	\$12.29	\$12.91	\$13.55	\$14.23	\$14.94	\$15.41	\$15.90	\$16.40	\$16.91
9	\$11.98	\$12.58	\$13.21	\$13.87	\$14.56	\$15.29	\$16.05	\$16.56	\$17.08	\$17.62	\$18.17
10	\$12.58	\$13.21	\$13.87	\$14.56	\$15.29	\$16.05	\$16.85	\$17.38	\$17.93	\$18.50	\$19.08
11	\$14.19	\$14.90	\$15.65	\$16.43	\$17.25	\$18.11	\$19.02	\$19.62	\$20.24	\$20.88	\$21.53
12	\$15.26	\$16.03	\$16.83	\$17.67	\$18.55	\$19.48	\$20.46	\$21.10	\$21.76	\$22.45	\$23.16
13	\$16.20	\$17.01	\$17.86	\$18.75	\$19.69	\$20.67	\$21.71	\$22.39	\$23.10	\$23.82	\$24.57
14	\$17.82	\$18.71	\$19.64	\$20.63	\$21.66	\$22.74	\$23.88	\$24.63	\$25.40	\$26.20	\$27.03
15	\$19.62	\$20.60	\$21.63	\$22.71	\$23.85	\$25.04	\$26.29	\$27.12	\$27.97	\$28.85	\$29.76

Appendix B

PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT EVALUATION REPORT FOR CLASSIFIED EMPLOYEES

Name					Site		
Position					Date		Probationary Permanent
<p>The purpose of this evaluation is to help the supervisor and employee measure how well the employee is performing and to provide a guidance tool for improvement. The employee's job description will be reviewed by the supervisor and attached to this evaluation form.</p> <p>KEY: 1=Outstanding; 2= Satisfactory; *3=Improvement Needed; *4=Unsatisfactory; 5=Not Applicable</p> <p>*Requires suggestions for improvement.</p>							
CHECK ONLY THOSE FACTORS WHICH APPLY TO THE EMPLOYEE'S POSITION	1	2	3	4	5	SUGGESTIONS OR COMMENTS MADE BY SUPERVISOR	
QUALITY OF WORK							
1. Job knowledge							
2. Accuracy							
3. Neatness							
4. Thoroughness							
5. Planning & Organizing							
6. Job Skill Level							
7. Volume of output and extent to which work schedules are met.							
WORK HABITS & ATTITUDES							
1. Dependability							
2. Punctuality							
3. Appearance of Work Station							
4. Compliance with Instructions, Rules & Regulations							
5. Accepts Responsibility							
6. Accepting Constructive Criticism from Supervisor							
7. Attendance							
8. Safety Habits							
9. Operation & Care of Equipment							
PERSONAL QUALITIES							
1. Judgment							
2. Initiative							
3. Adaptability to Emergencies							
4. Accepts Change							
5. Accepts Direction							
6. Positive Attitude							

The purpose of this evaluation is to help the supervisor and employee measure how well the employee is performing and to provide a guidance tool for improvement. The employee's job description will be reviewed by the supervisor and attached to this evaluation form.

KEY: 1=Outstanding; 2= Satisfactory; *3=Improvement Needed; *4=Unsatisfactory; 5=Not Applicable

*Requires suggestions for improvement.

CHECK ONLY THOSE FACTORS WHICH APPLY TO THE EMPLOYEE'S POSITION	1	2	3	4	5	SUGGESTIONS OR COMMENTS MADE BY SUPERVISOR
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RELATIONSHIPS WITH OTHERS (Employees/Students/Public)

1. Exercising Tact						
2. Handling Difficult Situations						
3. Cooperating						

OVERALL RATING

Overall Rating					
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OVERALL WORK PERFORMANCE SUMMARY - SUPERVISOR'S COMMENTS

(Attach additional pages if desired.)

EMPLOYEE	RATING SUPERVISOR
I have reviewed this report and have had the opportunity to discuss it with my rating supervisor. My signature does not necessarily mean that I agree with the report.	Signature
	Print Name
Signature	Date
Date	Principal/Director's Signature of Review

Appendix C

Plumas Lake Elementary School District Leave of Absence CLASSIFIED EMPLOYEES

Name (Last, First)			Type of Leave: <input type="checkbox"/> Sick Leave, injury, disability <input type="checkbox"/> Personal Necessity (reason): _____ <input type="checkbox"/> Bereavement Relationship: _____ <input type="checkbox"/> Personal Deduction (full daily deduction) <input type="checkbox"/> CSEA Negotiations <input type="checkbox"/> Union Business (specify): _____ <input type="checkbox"/> School Business (specify): _____ <input type="checkbox"/> Vacation <input type="checkbox"/> Workers Comp <input type="checkbox"/> Other (specify): _____	
Site:		Physician's Certification: Normally required for absences of more than 5 days. May be required for any absence if requested by Administrator.		
FROM DATE	TO DATE			
/ /	/ /	<i>Under all circumstances, an employee shall verify in writing that sick leave for personal necessity was not used for vacation, recreation, seeking or engaging in other employment, to extend a holiday or weekend, or for concerted activities against the District.</i>		
# of Days	Hrs/Day			Total Hours
Office Use Only				
Substitute Name:				
I CERTIFY THAT THE INFORMATION STATED ON THIS FORM IS TRUE.				
_____ EMPLOYEE SIGNATURE		_____ DATE		
_____ PRINCIPAL APPROVAL		_____ DATE		
_____ DEPARTMENT APPROVAL		_____ DATE		

Personal Illness and Personal Necessity absences reported on this form are charged against the employee's sick leave bank.

DEFINITIONS OF LEAVES

Sick Leave – may be used for time taken off from work by an employee for medical appointment of the employee or child when such appointment cannot be made outside of work hours. Unit member may use up to one-half of the current year's allotment of sick leave to care for a child, parent, spouse or domestic partner who is sick pursuant to definitions and requirements of Labor Code section 233.5

Personal Necessity Leave – Every unit member shall be entitled to seven days of his/her sick leave allotment during each school year in case of the following:

- Death or serious illness of a member of the immediate family.
- Serious accident involving the unit member's person or property or the person or property of a member of the immediate family.
- Imminent danger to the home or personal property occasioned by flood, storm, or fire.
- Child adoption procedures
- "Compelling personal importance" – cannot reasonable be postponed or disregarded, cannot be taken care of after work hours or on weekends. Is not used for vacation, recreation, seeking other employment, to extend a holiday or weekend, or for concerted activities against the District

Bereavement Leave – A employee shall be granted a leave with full pay in the event of a death in the unit member's immediate family. The leave shall be for a period not to exceed three (3) days. Five (5) days if travel over 300 miles one way to the funeral location is necessary. The immediate family is defined to include spouse, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepparent, stepchild, foster child currently residing with the employee, grandparent, grandchild, or any relative of either spouse living in the immediate household of the unit member.

For sick leave, failure of the employee to obtain the certification of a licensed physician when required shall result in the absence being charged to unpaid leave, and may be grounds for disciplinary action.

In the event that there is a concerted withdrawal of services by employees, it shall be the district's policy to require a physician's certification from an employee who is absent on the date of such withdrawal or services, and who applies for sick leave benefits.

**APPENDIX D
REQUEST FOR CATASTROPHIC LEAVE**

The purpose of the Catastrophic Leave Bank is to create a bank of donated sick leave days, which may be used by unit members who are suffering from a catastrophic illness or injury or whose family members are suffering from a catastrophic illness or injury. Any unit member who chooses to participate in the Bank must be current year contributors.

I am requesting _____ days (10 max.) from the Catastrophic Leave Bank.

In order to understand your request and its alignment with our agreement (Article XVII, 12), please describe your condition as it relates to the following:

Incapacitating Illness or Injury:

Severity:

Impact of the illness or injury on your ability to work:

Expected length of incapacitation:

Please attach a doctor's prognosis and estimated length of absence from work. Also, please attach any documentation you feel is important to the justification of your catastrophic leave.

Employee Signature: _____

Printed Name: _____

Social Security Number: _____

Date: _____

Request Approved _____ Request Denied _____ Date _____

Superintendent Signature _____

APPENDIX E
CATASTROPHIC LEAVE BANK DONATION FORM

As stated in the PLESD/CSEA #861 contract Article XVII, Leaves, Section 12, any unit member who chooses to participate in the Bank must be current year contributors.

Please return this form to the Personnel Office in the District Office by _____.

Yes, I wish to donate ____ one (1) or ____ (2) days to the Catastrophic Leave Bank. I understand that I may only donate if I have a sick leave balance after donation of at least nine (9) days of sick leave (17.F.2) and that donations are irrevocable and cannot be reclaimed by the donor (17.F.3)

No, I do not wish to donate or be eligible for participation in the Catastrophic Leave Bank.

Signature: _____

Printed Name: _____

Date: _____