

# **AGREEMENT**

Between

**TWAIN HARTE SCHOOL DISTRICT**



And

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**



AFL-CIO

And Its

**TWAIN HARTE SCHOOL DISTRICT  
CHAPTER #818**

**July 1, 2023 – June 30, 2026**

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## **PREAMBLE**

This agreement is made and entered into by and between Twain Harte School District ("District"), and the California School Employees Association ("CSEA" or "Association") and its Twain Harte School District Chapter #818 or its successor.

This agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code of the State of California.

# **ARTICLE I**

## **RECOGNITION**

### **1.1 Acknowledgement**

The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees in the District except management, confidential, or supervisory employees. The determination of whether new positions are in the bargaining unit of management, confidential, or supervisory shall be made by mutual agreement between the District and CSEA. Disputed cases shall be submitted to the PERB for resolution.

## **ARTICLE II**

### **NO DISCRIMINATION**

#### **2.1 Discrimination Prohibited**

No employee in the bargaining unit shall in any way be favored or discriminated against in wages, hours, or other terms and conditions of employment because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status, and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.

#### **2.2 No Discrimination on Account of CSEA Activity**

Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in CSEA activity.

# **ARTICLE III**

## **ORGANIZATIONAL SECURITY**

### **3.1    Membership Applications**

The District shall distribute CSEA-supplied membership applications to new hires. The District shall set aside any membership applications collected by Personnel during the onboarding process in a secure manner. The CSEA Chapter President/Designee shall collect the applications and process them. [Modified 03/12/2021]

### **3.2    Dues Deductions**

CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District. The District shall pay to the designated payee within fifteen (15) days of the deduction, all sums so deducted. [Modified 03/12/2021]

The District shall continue to deduct, in accordance with the CSEA dues fee schedule, dues from the wages of all employees who are members of CSEA until notified by CSEA of the unit member's withdrawal from CSEA. The District shall refer questions about CSEA membership and dues to the CSEA Chapter President/Designee. [Modified 03/12/2021]

### **3.3    Hold Harmless**

CSEA shall defend and indemnify the District for any claims arising from its compliance with this Article. [Modified 03/12/2021]

## ARTICLE IV

### EMPLOYEE EVALUATIONS AND PERSONNEL FILES

#### 4.1 Personnel Files

- 4.1.1 The personnel file of each employee shall be maintained at the District's central administrative office. No adverse action of any kind shall be taken against any employee based upon materials, which are not in the personnel file.
- 4.1.2 Information of a derogatory nature shall not be entered into or filed unless and until the employee is given notice and an opportunity to review and comment. An employee shall have ten (10) working days to enter, and have attached to any such derogatory statement, his/her own comments. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 4.1.3 An employee shall have the right at any reasonable time to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved, or were prepared by identifiable committee members.
  - 4.1.3.1 Unit members may submit a request to the Superintendent that information of a derogatory nature be removed from their personnel file after two (2) year from the placement of such information in their file.  
[Modified 03/12/2021]
- 4.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to administrative or supervisory employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. Certificated employees (teachers) shall under no circumstances have access to the personnel file of Classified employees. The employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized in writing by the employee.
- 4.1.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

## 4.2 Evaluations

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

Employees shall be evaluated a minimum of once every two (2) years prior to May 1<sup>st</sup>.

Each probationary employee in the bargaining unit shall serve a probationary period that shall not exceed one hundred thirty working days of paid service or six (6) months whichever is longer. A permanent employee who accepts a promotion and fails to complete the probation for the promotional position, shall be employed in the classification from which the employee was promoted. (Education Code 45113(a)). Each probationary employee shall be evaluated at least twice during the initial 6 months. [Modified 02/08/2023]

# **ARTICLE V**

## **ORGANIZATIONAL RIGHTS**

### **5.1 CSEA Rights**

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

- 5.1.1 The right to access at reasonable times to the areas in which employee's work, for the purpose of representing bargaining unit members on grievances and matters related thereto.
- 5.1.2 The right to use without charges institutional bulletin boards, mailboxes, and the use of the school mail system, and other District means of communication for the posting or transmission of information or notices concerning CSEA matters.
- 5.1.3 The right to use without charges facilities, and buildings at reasonable times, for the purpose of conducting Chapter meetings and processing grievances and matters related thereto.
- 5.1.4 The right to review employees personnel files and any other records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the employee.
- 5.1.5 The right to be supplied with a complete seniority roster of all bargaining unit employees on the effective date of this agreement. The roster shall indicate the employee's present classification and primary job site.
- 5.1.6 The right to receive upon request copies of any and all public materials related to wages, hours, and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement.
- 5.1.7 CSEA shall have the right to a reasonable amount of paid release time for members of the Negotiation Team for purposes of negotiating with the District.
- 5.1.8 The right of a reasonable amount of paid release time for CSEA authorized number of Chapter delegates to attend the CSEA Annual Conference.

5.2 Distribution of Contract

Within thirty (30) days after the execution of this contract, the District shall print or duplicate and provide without charge a copy of this contract to every employee of the bargaining unit. The District shall provide any employee who becomes a member of the bargaining unit after the execution of this Agreement with a copy of this Agreement without charge at the time of employment. The District shall provide each employee in the bargaining unit without charge with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

5.3 The CSEA Chapter #818 and the assigned Labor Relations Representative shall receive a copy of the Board Agenda for all meetings, special and regular, as far in advance as possible.

5.4 The District shall provide CSEA notice of any newly hired employee, within seven (7) days of date of hire.

The District shall concurrently provide CSEA with the following employee information: full name; date of hire; employee identification number; classification and title; FTE value (e.g. 1.00 or .75); pay rate; work site locations(s); work phone number; work schedule; email address; home address and phone number. CSEA will maintain the privacy of the employee's information.

"Newly hired employee" includes employees who have not been previously employed by the District and also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.

The District shall include the CSEA membership packet in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership packet to the District for distribution.

CSEA shall have the right to conduct an orientation session for newly hired unit employees to inform them about CSEA, including by not limited to CSEA structure, activities, and membership, and the collective bargaining agreement.

The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time and who shall be available to attend.

The District shall provide CSEA with the opportunity for the orientation session no later than fifteen (15) days after the employee's date of hire. The District shall provide one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session. [Modified on 05/18/2016]

# **ARTICLE VI**

## **HOURS AND OVERTIME**

### **6.1 Workweek**

The workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, nor keep the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours.

### **6.2 Ten Hour Workday**

The District may establish a ten (10) hour per day, forty (40) hour, four (4) consecutive day workweek for all, or certain classifications of its employees, or for employees within a classification when, by reason of the work location and duties actually performed by such employees, their services are not required for a workweek of five (5) consecutive days, provided the establishment of such a workweek has been agreed to with CSEA.

6.2.1 Section 6.11 shall not apply to hours extended under this Section.

### **6.3 Workday**

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours per day, days per week, and months per year.

### **6.4 Adjustment of Assigned Time**

Any employee in the bargaining unit who works an average of fifteen (15) minutes or more per day in excess of his/her part time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

### **6.5 Increase in Hours**

When additional hours are assigned to a part time position on a regular basis, the assignment shall be offered to the employee in the appropriate classification with the greatest bargaining unit seniority. If the senior employee declines the assignment, it shall be offered to remaining employees in the classification in descending order of bargaining unit seniority until the assignment is made.

## 6.6 Lunch Periods

All employees covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the mid-point of each work shift. An employee required to work during his/her lunch period shall receive compensation at the appropriate rate of pay as determined in this Agreement for all time worked during the normal lunch period.

## 6.7 Rest Periods

All bargaining unit employees shall be granted rest periods which, insofar as practical, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay of the employee.

## 6.8 Rest Facilities

The District shall make available at each work site adequate lunchroom (to be referenced as a "Staff Lounge"), restroom, and lavatory facilities for classified employees use. These facilities shall be made available during the employee's regular workday regardless of the employees work shift.

## 6.9 Overtime

Except as otherwise provided herein, all overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half (1½) the regular rate of pay of the employee for all hours worked in an overtime status. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

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

6.9.2 All hours worked by an employee on any holiday designated by this Agreement shall be compensated at one and one-half (1½) times the regular rate of pay in addition to his/her regular pay for the holiday.

6.9.3 If the District establishes a four-day workweek, the overtime rate shall be paid for all hours worked in excess of the required workday of ten (10) hours. Work performed on the fifth, sixth and seventh days shall be compensated for at a rate equal to one and one-half (1½) times the

regular rate of pay of the employee designated and authorized to perform the work.

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

6.10 Compensatory Time Off

An employee shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted within twelve (12) months from the date the overtime was earned by mutual agreement of both the employee and his/her immediate supervisor. If this is not feasible, the employee shall be paid. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 6.9 of this Article.

6.11 Shift Differential – Compensation

Any employee in the bargaining unit whose regular assigned work shift ends at 6:00 p.m. or later shall receive a shift differential of five percent (5%) of his/her regular salary.

- 6.11.1 Any employee in the bargaining unit whose regular assigned work shift ends at 6:00 p.m. or later shall receive a paid thirty (30) minute lunch period during the eight (8) hour shift.

- 6.11.2 An employee who received a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned for twenty (20) days or less to a day shift.

6.12 Split Shift Differential - Compensation

Any employee regularly assigned to a split shift whose shift has a break of more than two (2) hours shall receive a split shift differential of five percent (5%) of his/her regular salary.

6.13 Overtime

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

6.14 Minimum Call In and Call Back Time

Any employee called in to work on a day when the employee is not scheduled to work or called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours at the appropriate overtime rate of pay.

6.15 Turn Down Work

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

6.16 Standby Compensation

All standby time assigned by the District shall be considered as regular hours worked and shall be compensated at the appropriate straight time or overtime rate of pay as defined in this Agreement.

6.17 Seniority

Seniority shall be based upon date of hire in District. Date of hire is the first day in paid status.

6.18 Summer Assignments

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

6.18.1 Assignment of employees not regularly so assigned to serve during a summer recess period shall be made in order of seniority in classification.

6.18.2 An employee who accepts a summer assignment in accordance with the provisions of this Section shall receive, on a pro-rate basis, not less than the compensation and benefits applicable to that classification during the regular academic year, and in no event shall his/her compensation and benefits be less on a pro-rata basis, than the compensation and benefits he/she was receiving immediately prior to the commencement of the summer assignment. No pro-rating of compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned to the employee during the regular September – June academic year. No employee shall be required to accept a summer assignment that is not so regularly assigned.

6.19 Work Year

All classified bargaining unit employees are deemed employed for twelve (12) months during each school year regardless of the number of months they are normally in a paid status.

# ARTICLE VII

## PAY AND ALLOWANCES

### 7.1 Regular Rate of Pay

For the 2023-2024 school year, increase Range 2 Yard Duty Aide by 3.23% in order to raise the hourly rate of Range 2, Step 1 to \$16.00 per hour, which is the anticipated statutory minimum wage in California as of January 1, 2024. The increase will be effective on July 1, 2023. Ranges 3 - 13 of the salary schedule will increase maintaining the percentages between each Range by the percentage in effect before the 2022-2023 salary adjustment. [Modified 02/08/2023]

### 7.2 Paychecks

To the extent permitted by the Tuolumne County Office of Education, all regular paychecks of employees in the bargaining unit shall be itemized to include all deductions, overtime, holiday pay, additional wage benefits, differentials, and longevity. All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

### 7.3 Payroll Errors

Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and, if necessary, a schedule for repayment will be worked out with the employee.

### 7.4 Promotion

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and the step of the new classification, which will give the employee an increase in salary. At no time shall an employee have their step placement reduced as a result of a promotion.

### 7.5 Step Increase

Each employee in the bargaining unit shall receive an automatic step increase annually on July 1 until such time that the employee reaches the top step in his/her classification salary range. Employees hired after January 1 will receive an automatic step increase

on July 1 of the following year and then annually on July 1 until such time that the employee reaches the top step in his/her classification.

#### 7.6 Mileage

Any employee in the bargaining unit who is authorized in advance to use his/her personal vehicle in the performance of duties shall be reimbursed at the IRS established reimbursement rate per mile. To be eligible for such mileage reimbursement, an employee must follow District approval and claim procedures. This Section excludes travel between the school and district office. [Modified on 1/6/15]

#### 7.7 Working Out of Classification

An employee shall not be required to perform duties not a part of his/her classification except as provided in this Section.

7.7.1 An employee assigned duties for two (2) workdays, which are not a part of his/her job description for that classification shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification.

7.7.2 If assigned duties normally performed by employees in a higher classification for twenty (20) consecutive workdays, the employee's rate of pay shall be moved to the appropriate range and step of the higher classification to insure an increase in salary.

#### 7.8 Required Training/In-service Periods

An employee who is required to attend training/in-service sessions or otherwise engages in required or authorized training of any kind shall receive compensation as follows:

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

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

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

#### 7.9 Meals

Any employee authorized in advance by the Superintendent or his/her designee to take meals away from work in the course of conducting District business shall be reimbursed

a per diem allowance for meal costs based on the location and hours of travel. The per diem allowance shall not exceed the California standard meal allowance for business-related travel prescribed for federal income tax purposes. ([www.gsa.gov/travel/plan-book/per-diem-rates](http://www.gsa.gov/travel/plan-book/per-diem-rates))

#### 7.10 Lodging

Any employee who is authorized in advance by the Superintendent or his/her designee and as a result of a work assignment must be lodged away from home overnight, shall be reimbursed by the District. The employee shall present a receipt for such lodging. When requested, the District shall provide advance funds to the employee for such lodging. The Superintendent or his/her designee may make exceptions to this policy.

#### 7.11 Professional Growth

The policy of the District shall be to encourage continued and active participation on the part of all employees in Professional Growth activities designed to improve service to the District and the personal development of the employee.

7.11.1 Professional Growth is the continuous, purposeful engagement in study and related activities designed to retain and extend the high standards of the educational classified employee.

7.11.2 Professional Growth is being developed if:

7.11.2.1 The experience reflects increased knowledge, understanding and skills in the unit member's regular assignment;

7.11.2.2 The experience provides background preparation for a position for which the District and the unit member believe he or she could logically pursue with the District;

7.11.2.3 The experience manifests personal development through alertness and responsiveness to the human and social factors of others; or

7.11.2.4 The experience assists in fields closely related to the unit member's regular assignment.

#### 7.12 Professional Growth Credit

7.12.1 The site administrator shall review each request and make recommendations to the Superintendent for final approval.

- 7.12.2 All credit for units has to be job improvement related.
- 7.12.3 Hours shall be credited only if they are beyond the employee's normal work-day/work-year.
- 7.12.4 Courses paid for by the District do not count towards increment.
- 7.12.5 Classes required to obtain and maintain a District position shall not count towards increment.
- 7.12.6 District Staff Development In-services do not count towards increment.

7.13 Credit for Classes

TOTAL HOURS	UNITS GRANTED
15	1
30	2
45	3
60	4
75	5
90	6

7.14 Professional Growth Form

The Professional Growth Form is included as Appendix B.

7.15 Timeline

The timeline for submitted the Professional Growth for credit shall be October 1 of each year.

7.16 Professional Growth Stipend

The amount of Three Hundred and Sixty Dollars (\$360.00) shall be paid annually (prorated for part-time employees) for every six (6) units of work commenced and completed after July 1, 2008. An employee may earn and receive compensation for only six (6) units per year. Yearly increments are cumulative and shall continue as long as the employee remains in the District.

7.17 Effective Date

Credit may be granted only for courses commenced and completed after July 1, 2008, or the date of beginning employment with the District, whichever is later.

## **ARTICLE VIII**

### **EMPLOYEE EXPENSES AND MATERIALS**

#### **8.1 Uniforms**

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

#### **8.2 Tools**

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

#### **8.3 Safety Equipment**

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

#### **8.4 Physical Examinations**

The District agrees to provide full cost of any medical examination required as a condition of continued employment.

#### **8.5 TB Tests and Fingerprinting**

The District agrees to provide the full cost of any TB tests or fingerprinting required as a condition of employment.

#### **8.6 Hepatitis B and Other Vaccinations**

The District agrees to provide the full cost of any vaccinations required as a condition of employment or required in order to provide a safe working environment for those employees working with or who handle bodily fluids in the course of their workday.

# ARTICLE IX

## HEALTH AND WELFARE BENEFITS

### 9.1 Insurance Coverage

For each eligible unit member as set forth in Section 9.2, the District shall contribute up to the maximum benefit plan contribution as set forth in Section 9.3 toward the cost of health, dental and vision insurance, as offered through the California's Valued Trust ("CVT"), and term life insurance.

### 9.2 Eligibility

Any classified unit member whose assignment is a minimum of seven (7) hours per day times the number of school days per year shall be considered full time for the purpose of determining his or her entitlement to the District's contribution toward health and welfare benefits. A unit member whose assignment is less than seven (7) hours per day times the number of school days per year shall receive a prorated share of the District's annual contribution toward health and welfare benefits. A unit member whose assignment is for less than six (6) hours per day times the number of school days per year is not eligible for the District's annual contribution toward health and welfare benefits. A unit member whose regular assignment is for less than six (6) hours per day times the number of school days per year, but a least fifteen hours per week (three hours per day) may participate in health, dental, vision and term life insurance at his or her own cost.

### 9.3 Benefit Plan Contribution

For the 2023-2024 school year, the District will contribute \$11,755 a year, or \$979.58 a month, toward health benefits for those employees working seven (7) hours or more per day. Those employees working less than seven (7) hours per day and six (6) hours or more per day shall have their benefits prorated based on an eight (8) hour workday. All CSEA members employed by the District who do not receive health insurance through the District will receive a one-time off the salary schedule bonus of \$750. This payment will be made by June 30, 2024. [Modified 02/08/2023]

### 9.4 Retirees

9.4.1 For each unit member who was eligible to receive the District contribution toward the cost of health and welfare benefits at the time he/she retired from the District and who was employed by the District for at least ten (10) years, the District will continue such contribution set forth in Section 9.3 until such time as the member reaches Medicare age or for ten (10) years, whichever comes first.

9.4.2 In order to meet the eligibility requirement set forth in Section 9.4.1, a classified employee, at the time of his or her retirement from PERS, must have been working, for at least one full calendar year prior to the date of his or her retirement from PERS, in an assignment which is 6 hours or more per day times the number of school days per year.

9.4.3 For all classified unit members whose first date of paid service as a probationary employee is after July 1, 2008, the parties agree to reduce the length of benefits set forth in Section 9.4.1 to five (5) years or until the unit member reaches Medicare age, whichever comes first.

#### 9.5 Unused District Contributions

For those employees who are eligible for the District's contribution toward health and welfare benefits as defined in Section 9.2, the District shall pay to an employee the difference between his or her share of the District's contribution and the cost to that employee for health, dental, optical, and term life insurance. The difference shall be added as an adjustment to wages on his/her regular monthly salary warrant.

#### 9.6 Leaves of Absence

An employee on an unpaid leave of absence may participate, at the member's option and at his/her own expense, in any of the above insurance plans during the period of the leave, subject to the approval of the insurance carrier.

# ARTICLE X

## HOLIDAYS

### 10.1 Scheduled Holidays

The District agrees to provide all employees in the bargaining unit with the following paid holidays: [Modified 02/08/2023]

Juneteenth  
Independence Day  
Labor Day  
Veteran's Day  
Day Before Thanksgiving  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve (1/2 Day)  
Christmas Day  
New Year's Eve (1/2 Day)  
New Year's Day  
Martin Luther King, Jr. Day  
Lincoln Day  
President's Day  
Memorial Day

### 10.2 Additional Holidays

Every day declared by the President or Governor of this State as a public fast, thanksgiving, or holiday, or any other day declared a holiday by the Governing Board under Education Code Section 37220 or 1318 or their successors shall be a paid holiday for all employees in the bargaining unit.

10.2.1 Employees in paid status on the day of the declared holiday(s) shall receive the holiday as a floating holiday unless the District closes school operations on that day. The floating holiday shall be taken within one calendar year of the declaration or will be forfeited.

10.2.2 Employees not in paid status on the day of the declared holiday(s) shall not be eligible for the floating holiday.

### 10.3 Holidays on Saturday or Sunday

When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday and when a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday unless otherwise agreed to per the school calendar adopted by the Governing Board.

### 10.4 Holiday Eligibility

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

10.4.1 Employees in the bargaining unit who are assigned to duty during school holidays of ½ day December 24 and ½ day December 31 shall be paid for those holidays provided that they were in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

### 10.5 Cancelled Workdays

Cancelled workdays shall be defined as any school day or portion thereof that is cancelled due to inclement weather or any other emergency situation that may exist.

10.5.1 Cancelled workdays may be required to be made up at the end of the year by those employees working less than twelve (12) months.  
[Modified on 1/6/15]

10.5.2 Cancelled workdays that are required by the District to be made up at the beginning or end of a school year shall be paid as a regular workday for those employees required by the District to come back for this purpose. Under no circumstances shall a bargaining unit employee be required to make up a cancelled workday without appropriate compensation.

10.5.3 A written document entitled School Closure Days Administrative Guidelines has been provided. It reflects guidelines only and not contract language, policy or procedure. [Modified on 01/09/14]

10.5.4 Where a late start has been called by the District, those employees who are required to report to work and who are late because of inclement weather or an emergency situation that may exist, shall not suffer a loss of compensation, shall not have their personal or vacation time be utilized to cover this loss of work time, nor shall they be required to work beyond their regular assigned shift to make up this lost time. If required by the District to stay beyond their regular assigned shift employees shall be compensated at the regular or overtime rate of pay, which ever is appropriate.

# ARTICLE XI

## VACATION

### 11.1 Eligibility

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

### 11.2 Paid Vacation

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation shall be granted in the fiscal year in which it is earned. Employees working less than twelve months shall be compensated annually for earned vacation and shall not accrue vacation time.

### 11.3 Accumulation

Vacation time shall be earned and accumulated on a monthly basis in accordance with the schedule listed below:

<u>Years of District Service</u>	<u>Workdays of Vacation</u>
One – Five	Ten (10) Days
Six – Ten	Fifteen (15) Days
Eleven or more	Twenty (20) Days

A workday of vacation shall be equal to one regular workday of an employee, regardless of hours worked per day.

### 11.4 Vacation Carry-Over

If for any reason an employee is not able to take all or any part of his/her annual vacation, the amount not taken shall be accumulated for use not later than the end of the fiscal year or be paid for in cash. Upon mutual agreement with the District, employees may carry over no more than five (5) vacation days.

### 11.5 Vacation Pay Upon Termination

When employment with the District is terminated for any reason, the employee shall be entitled to all vacation pay earned and accumulated up to and including the last day of paid status.

#### 11.6 Vacation Postponement

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

#### 11.7 Interruption of Vacation

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

#### 11.8 Holidays During Vacation

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

#### 11.9 Vacation Scheduling

Vacations shall be scheduled at times requested by employees so far as possible within the District's work requirements. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference.

# ARTICLE XII

## LEAVES

### 12.1 Sick Leave

12.1.1 An employee shall be granted twelve (12) days of leave of absence for illness, quarantine, or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service. An employee who is employed for less than a full fiscal year of service is entitled to that proportion of twelve (12) days of leave of absence for illness, quarantine, or injury, as the number of months he/she is employed bears to twelve (12). (Example: 12 month employee gets 12 days; 10 month employee gets 10 days, etc.) An employee who is employed for less than eight (8) hours per day shall receive a proportionate sick leave credit.

12.1.2 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. Employees who terminate their employment with the District and have used more sick leave than they have accrued at the time of termination shall have those extra unearned days deducted from their final pay check.

12.1.3 If an employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year without limitation.

12.1.4 The employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5 or its successor, if the employee is filing a request for retirement.

### 12.2 Entitlement to Other Sick Leave

Each employee shall once a year be credited with a total of one hundred (100) days of sick leave inclusive of the sick leave provided under Section 12.1 of this Article, carried over from previous fiscal years. Each day of sick leave provided by this Section shall be compensated at the rate of fifty percent (50%) of the employee's regular salary. The paid sick leave provided for in this Section shall be in addition to any other paid leave provided for in this Article and shall be used after the exhaustion of the leaves provided in Sections 12.1 and 12.4.

### 12.3 Industrial Accident and Illness Leave

- 12.3.1 An employee 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) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 12.3.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this State, exceed the normal wage for that day.
- 12.3.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this State at the time of exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her vacation leave, which, when added to the Worker's Compensation award provides for a day's pay at the regular rate of pay.
- 12.3.4 Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.
- 12.3.5 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the employee's position, the employee shall, if not placed in another position be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the classification of the employee's previous assignment over all other available candidates. However, when there is a reemployment list established because of a lack of work or a lack of funds, then the employee shall be listed in accordance with appropriate seniority.

### 12.4 Personal Necessity Leave

Up to five (5) days a year of sick leave may be used for reasons of a personal nature as determined by the employee. However, personal necessity leave shall not be used on days immediately preceding or immediately following a school holiday (e.g. Thanksgiving break, Winter Recess, Spring break, etc.). Advance notice shall be given to the employee's immediate supervisor as far in advance as possible, if practical, either by telephone or electronically. [Modified on 02/21/2018]

12.4.1. Absences for personal necessity can be taken in increments of one half (0.5) day.

## 12.5 Bereavement Leave

Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be granted for up to three (3) working days, with an additional two unpaid days upon request, or five (5) working days if distance to be traveled is three hundred (300) miles or more one way. The employee may use other available leave balances including accrued and available paid sick leave. The bereavement leave shall be completed within three months of the date of death of the family member. The days of bereavement leave need not be consecutive. The immediate family is defined as husband, wife, mother, father, sister, brother, daughter, son, foster child, mother-in-law, father-in-law, grandmother, grandfather, daughter-in-law, son-in-law, grandchild, aunt, uncle, niece, nephew, cousin, stepparent, stepchild, sister-in-law, brother-in-law, or any relative of either spouse living in the immediate household of the employee. [Modified 02/08/2023]

## 12.6 Jury Duty

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee his/her regular salary, subject to the forfeiture of jury duty allowance, excluding meals, mileage, and/or parking allowances. Any day during which any employee in the bargaining unit whose regular assigned shift commences at 1:00 p.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

## 12.7 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.

## 12.8 Family and Medical Leave

12.8.1 The Family and Medical Leave Act (FMLA) and the State of California Family Rights Act (CFRA) establish minimum entitlements. Family and Medical Leave may be utilized to care for family members as defined in the FMLA. Unless otherwise modified by law, FMLA/CFRA leave is applicable in following qualifying events:

12.8.1.1 Employee's own serious health condition

12.8.1.2 Birth, adoption, or foster care placement of a child.

- 12.8.1.3 Care of a spouse, child, parent, registered domestic partner, or designated person, (CFRA leave only) due to his/her serious health condition. For the purpose of this section "designated person" shall be defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designated person per 12-month period for family care and medical leave. [Modified 02/08/2023]
- 12.8.1.4 Because of a qualifying exigency arising out of the fact that your spouse, son, daughter, or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- 12.8.1.5 The employee is the spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness.

#### 12.8.2 Eligibility for FMLA/CFRA leave

- 12.8.2.1 In order to be eligible for FMLA/CFRA leave, a unit member must meet the following eligibility criteria:
  - 12.8.2.1.1 Employed by the District for at least 12 months.
  - 12.8.2.2 Worked, not just paid status, for 1250 hours during the 12-month period preceding the qualifying event.

#### 12.8.3 FMLA/CFRA Leave

- 12.8.3.1 An eligible unit member is entitled to:
  - 12.8.3.1.1 12 workweeks of unpaid leave in a 12-month period.
  - 12.8.3.1.2 26 workweeks of unpaid leave in a single 12-month period to care for a covered service member with a serious injury or illness.

#### 12.8.4 Health and Welfare Benefits

- 12.8.4.1 During an eligible unit member's FMLA/CFRA leave, the unit member shall:
  - 12.8.4.1.1 Continue health and welfare benefits as if in a regular employment status.

12.8.4.1.2 Continue to make any necessary co-payments as if he or she were in a regular employment status.

12.8.5 The governing board shall grant family care and medical leave to eligible employees in accordance with current state and federal law.

12.8.6 Employees taking this leave shall be reinstated in the same or a comparable position upon return from family care leave, except as allowed by law.

12.8.7 Employees who take FMLA/CFRA for their own serious health condition shall present certification from their health care provider to the effect that they are unable to work due to a serious health condition.

12.8.8 Employees who take FMLA/CFRA leave to care for another individual, as defined above, shall present certification from that person's health care provider to the effect that the unit member needs to take FMLA/CFRA leave due to the serious health condition of that individual.

12.8.9 The District shall not discriminate against any employee because he/she exercises the right to family care leave.

12.8.10 A description of your rights is available upon request from the District office.

## 12.9 Paternity Leave

12.9.1 Paternity leave with full pay shall be granted to any classified employee who is an expectant father. The leave shall be granted for up to three (3) working days during or immediately after the confinement of his spouse and shall be deducted from the employee's accrued sick leave.

## 12.10 General Leaves

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to CSEA, the District and an employee.

## 12.11 General Provisions Governing Leaves

12.11.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

12.11.2 The time during which an employee is on unpaid leave shall be counted for seniority purposes.

## 12.12 Parental Leave

Effective January 1, 2017, an eligible employee (employed for at least 12 months) is entitled to 12 workweeks for parental leave pursuant to California Family Rights Act.

If the eligible employee continues to be absent from his or her duties on account of parental leave, the District shall compensate the employee at fifty (50%) of the employee's regular salary for any of the remaining portion of the 12-workweek period in which the absence occurs. Such differential pay shall not take effect until all sick leaves are exhausted. Parental leave shall not exceed 12 workweeks within any 12-month period and the remaining terms of the leave shall be consistent with the California Family Rights Act regulations.

## 12.13 Catastrophic Leave

When a catastrophic illness or injury incapacitates such an employee or member of his/her family for an extended period of time, the employee may request donations of accrued vacation or sick leave credits under this program.

12.13.1 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's immediate family, defined as the employee's spouse, registered domestic partner, or child/stepchild, whose incapacity requires the employee to take time off work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off. (Education Code 44043.5)

12.13.2 Upon requesting donations under this program, the employee shall provide verification of his/her own catastrophic illness or injury or his/her family member's catastrophic illness or injury. (Education Code 44043.5)

12.13.2.1 Verification shall be made by means of a letter, dated and signed by the sick or injured employee's physician, indicating that an incapacitating illness or injury does exist and probable duration of the illness or injury. If the employee is requesting catastrophic leave because of the catastrophic illness or injury of a family member, the family member's physician must indicate that the employee is needed to care for that family member and the probable duration of the illness or injury.

12.13.3 The employee shall indicate the expected number of catastrophic leave days he/she will need up to a maximum of 90 school days per qualified event.

12.13.4 If the employee is incapacitated, requests for catastrophic leave with the accompanying documentation from section 12.13.2.1 may be submitted by the

employee's spouse or member of the employee's family who is responsible for the care of the employee.

- 12.13.5 A four-member council shall determine whether the employee qualifies for catastrophic leave. The council shall consist of two CSEA Chapter #818 representatives, one representative of the District Management Team, and the Superintendent. Any decision to approve a request for catastrophic leave must be approved unanimously by all members of this council. When this verification is made, the Superintendent or designee shall approve the transfer of accrued vacation and sick leave credits. (Education Code 44043.5)
- 12.13.6 Any employee, upon written notice to the District may donate accrued vacation and/or sick leave credits to a qualified catastrophic leave recipient. Donations may be made at a minimum of one day, up to five days at a time. Days transferred to the recipient will be converted into hours based upon the hours earned per day by the donating employee. Donations are irrevocable.
- 12.13.7 To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than 12 days.
- 12.13.8 Benefitting employees may use donated leave credits for a maximum of 90 school days in any school year.
- 12.13.9 An employee who receives paid leave pursuant to this program shall use any leave credits that he/she has on file and continues to accrue on a monthly basis before receiving paid leave pursuant to this program. (Education Code 44043.5)
- 12.13.10 The Superintendent or designee shall ensure that all donations are confidential. The District shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denial. The District Office shall maintain on file any donated leave credits. Credits donated and distributed shall be filed on District forms and shall be authorized by the Superintendent.
- 12.13.11 Catastrophic leave shall not be considered available leave for purposes of qualifying for PERS or STRS Disability.
- 12.13.12 The District shall issue a call for donations whenever an employee is granted approval for catastrophic leave.

## **ARTICLE XIII**

### **HIRING AND JOB INFORMATION**

#### **13.1    Distribution of Job Information**

Upon initial employment and each change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular worksite, regularly assigned work shift, the hours per day, days per week, and months per year.

# **ARTICLE XIV**

## **TRANSFERS, VACANCIES AND PROMOTIONS**

### **14.1 First Consideration**

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

### **14.2 Definition of Transfer**

The definition of a transfer is a reassignment from one position, shift and/or worksite in a classification to another position, shift and/or worksite in the same classification.

### **14.3 Definition of Voluntary and Involuntary Transfers**

A voluntary transfer is a transfer initiated by the employee, by filing with the District Superintendent or designee. An involuntary transfer is one initiated by the District. Involuntary transfers will be made in reverse order of seniority.

### **14.4 Posting of Job Vacancy Notice**

Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of at least five (5) full working days. A copy of the job vacancy shall be given to the CSEA Chapter President or Member Representative.

### **14.5 Vacancy Notice Contents**

The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

### **14.6 Filing**

Any employee may file for the vacancy by submitting written notice to the District within the filing period.

#### 14.7 Lateral Transfers

A lateral transfer is defined as a reassignment from one position in a classification to another position in the same classification within the District. When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to bargaining unit employees serving in the same classification in the District by posting the vacancy as outlined in Section 14.4 and 14.5 of this Article. If more than one employee wishes to be transferred to a particular vacancy, the employee with the greatest seniority in that classification shall be transferred.

#### 14.8 Promotion

The definition of a promotion is a reassignment from a position in one classification to a position in another classification receiving a higher rate of pay on the Salary Schedule. Any bargaining unit employee may file for any promotional position as defined in this Section.

#### 14.9 Medical Transfers

The District shall give alternate work when it is available to an employee who is qualified to do the work, and who has become medically unable to satisfactorily perform his/her regular job classification duties. The alternate work may constitute a lateral transfer to a vacant position in a related classification, and with the employee's permission, demotion. A statement from the employee's doctor must verify justification for a medical transfer.

## **ARTICLE XV**

### **CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS**

#### 15.1 Placement in Classification

Every bargaining unit position shall be placed in a classification.

#### 15.2 Classification and Reclassification Requirement

Position classification and reclassification shall be subject to mutual written agreement between the District and CSEA, and dispute shall be subject to the grievance procedure. Either party may propose a reclassification at any time during the life of this Agreement for any position.

#### 15.3 Incumbent Rights

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

# **ARTICLE XVI**

## **LAYOFF AND REEMPLOYMENT**

### **16.1 Reason for Layoff**

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

### **16.2 Notice of Layoff**

16.2.1 When, as a result of the expiration of a specially funded program, classified positions must be eliminated and employees will be subject to layoff, the employees to be laid off shall be given written notice not less than sixty (60) days prior to the effective date informing them of their displacement rights, if any, and reemployment rights. [Modified 02/08/2023]

16.2.2 An Employee may be subject to layoff for lack of work or lack of funds. An employee subject to layoff shall be provided notice by March 15 of the impending layoff as required by Education Code 45117 and be informed of their displacement rights, if any, and reemployment rights. Any notice of layoff shall specify the reason for layoff and identify by name the name and classification and work site of the employees designated for layoff. The District shall notify and shall meet with CSEA in order to discuss and review the proposed initial list(s) of layoff by March 1. Failure to give proper written notice under the provisions of this Section shall invalidate the layoff. [Modified 02/08/2023]

16.2.3 The District shall notify and shall meet with CSEA in order to discuss and review the proposed layoff. Failure to give proper written notice under the provisions of this Section shall invalidate the layoff.

### **16.3 Order of Layoff**

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

#### 16.4 Bumping Rights

An employee laid off from his/her present classification may bump into the next equal or lower classification in which the employee has greater seniority, as defined in Section 16.3 of this Article. The employee may continue to bump into such equal or lower classifications in which he/she has attained permanent status in order to avoid layoff.

#### 16.5 Layoff in Lieu of Bumping

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

#### 16.6 Equal Seniority

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

#### 16.7 Reemployment Rights

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

#### 16.8 Reduction in Hours

Hours shall not be reduced or increased until the district meets and confers with the CSEA Chapter. [Modified on 1/6/15]

#### 16.9 Voluntary Demotion or Voluntary Reduction in Hours

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

#### 16.10 Retirement in Lieu of Layoff

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

#### 16.11 Seniority Roster

The District shall maintain an updated seniority roster, indicating employee's classification seniority and hire date seniority. Such rosters shall be given to CSEA annually in writing, not later than November 1 of each fiscal school year.

#### 16.12 Notification of Reemployment Opening

The District shall notify any employee who is laid off and is subsequently eligible for reemployment in writing. Such notice shall be sent, with a "Proof of Service by Mail" form, to the last address given the District by the employee and a copy shall be sent to CSEA.

16.12.1 An employee shall send notification to the District of his/her intent to accept or refuse reemployment within five (5) working days from the date of the reemployment notice. An employee given an offer of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee sends notification to the District of refusal of reemployment within five (5) working days from the employee's actual receipt of the reemployment notice. If the employee accepts reemployment, he/she must be willing to report to work within five (5) working days or as otherwise agreed with the District following notification to the District of his/her acceptance. If the employee accepts reemployment but fails to report to work following notification, except in cases of illness or emergencies, the employee will be removed from the reemployment list.

#### 16.13 Reemployment in Highest Classification

Employees shall be reemployed in the highest rated job classification available in accordance with their classification seniority. Any employee who accepts a position lower than his/her highest former classification, or in an equal but different classification, shall retain his/her original thirty-nine (39) months rights to the higher paid position, or the original five (5) year and three (3) months reemployment rights if eligible.

16.14 Employment Opportunities

Employees who are on a thirty-nine (39) month reemployment list shall have all bargaining unit position vacancy notices mailed to their home address. These notices shall be mailed on the date the vacancy is posted.

16.15 Negotiation of Effects of Layoff

The parties agree to meet and negotiate the effects of all layoffs.

# **ARTICLE XVII**

## **DISCIPLINARY ACTION**

### **17.1 Exclusive Procedure**

Discipline shall be imposed upon employees only pursuant to this Article and AR 4218. If there is a conflict in the two documents, the terms of Article XVII shall control.

### **17.2 Disciplinary Procedure – General Outline**

17.2.1 Discipline shall be imposed upon employees only for just cause. Disciplinary action is deemed to be any action in which the Administration recommends the dismissal, demotion, suspension without pay, or a reduction in hours or classification or reassignment without the employee's voluntary consent, except for a layoff for lack of work or lack of funds. This procedure does not apply to verbal or written warnings, instructions, or to letters of reprimand.

17.2.2 No permanent classified employee shall be subject to disciplinary action until he/she has received a Notice of Disciplinary Action, and (2) until he/she has had an opportunity to respond to the charges to the Skelly Officer at the Skelly Hearing. Disciplinary action shall not be taken for any cause that arose before the employee's becoming permanent, nor for any cause that arose more than two years preceding the date of the filing of the notice of cause unless the cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing school district. [Modified 02/08/2023]

17.2.3 A Notice of Disciplinary Action shall contain a statement in ordinary and concise language of: (1) the specific charges against the employee which shall include times, dates, and locations of chargeable actions and/or omissions; (2) the penalty proposed; and, (3) a statement of the employee's rights to a hearing to dispute the charges and/or the proposed penalty. The Notice of Disciplinary Action shall be either personally served on the employee or served by certified mail, return-receipt requested, and first-class mail. A copy of any Notice of Disciplinary Action shall be delivered to CSEA within twenty-four (24) business hours after service on the employee. If it is claimed that an employee has violated a rule or regulation of the District, such rule or regulation shall be set forth in said notice, and must be supported by

specific charges. A proceeding may be brought by, or on behalf of, the employee to restrain any further proceedings under any Notice of Disciplinary Action, which violates Education Code 45116 or its successor.

17.2.3.1 Except as specified in paragraph (17.2.3.2), a permanent employee who timely requests a hearing on charges against the employee shall not be suspended without pay, suspended with a reduction in pay, demoted with a reduction in pay, or dismissed before a decision is rendered after the hearing, unless the governing board, or an impartial third-party hearing officer provided pursuant to the terms of an agreement with an employee organization under Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, finds that at the time discipline was imposed at the conclusion of the review process specified in *Skelly v. State Personnel Bd.* (1975) 15 Cal.3d 194, the employer demonstrated by preponderance of the evidence that the employee engaged in criminal misconduct, misconduct that presents a risk of harm to pupils, staff, or property, or committed habitual violations of the district's policies or regulations. [Modified 02/08/2023]

17.2.3.2 If a hearing on the charges will be conducted by an impartial third-party hearing officer or the governing board pursuant to subdivision (e), the school district may stop paying a permanent employee before a decision is rendered after 30 calendar days from the date the hearing is requested. A governing board of a school district shall delegate its authority to a judge, as defined in Section 44990, to determine whether sufficient cause exists for disciplinary action against a classified employee involving allegations of egregious misconduct, as defined in Section 44932, and involving a minor, as defined in Section 44990. The judge's ruling shall be binding upon all parties. A judge authorized under this subdivision to conduct a hearing involving allegations as described in Section 44010 or 44011, or as described in Sections 11165.2 to 11165.6, inclusive, of the Penal Code, shall conduct that hearing in accordance with Article 3.3 (commencing with Section 44990) of Chapter 4 and Section 49077. The term "representative of the respondent," within the meaning of Article 3.3 (commencing with Section 44990) of Chapter 4, shall include, but not necessarily be limited to, an exclusive labor representative. [Modified 02/08/2023]

17.2.4 If the Administration determines that there is a clear and present danger to the health, safety, and well-being of fellow employees and students or the public being served, the Administration may suspend an employee without pay after receiving the response of the Skelly Officer from the

Skelly Hearing. If the employee is found innocent of the accusations against him or her, he or she shall have his or her pay restored retroactively to the first day of a suspension without pay pursuant to this Section.

### 17.3 Disciplinary Procedure – Progressive Discipline

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

The District and CSEA agree that unit members will be provided an opportunity to improve using the concept of Progressive Discipline. Prior to receiving a Notice of Disciplinary Action, Unit members will first receive a verbal warning, which will include an explanation of how they can improve their performance. This communication will be memorialized and placed in a desk file, which will not be placed in the employee's personnel file. If the conduct is not improved, the unit member may then receive a written warning. Unit members who receive a written warning will be provided a written plan for improvement. Plans for improvement will last no longer than 60 days.

District can skip progressive discipline if action falls under 17.2.4

District can skip progressive discipline if action falls under 17.2.4 [Modified 03/12/2021]

The employee shall be notified by written notice when disciplinary action is to be imposed. Such notice shall describe the specific cause or causes as outlined in Section 17.2.3 of this Article.

17.3.1 The district shall endeavor to impose discipline on a progressive basis. Isolated misconduct or performance problems will result in the employee receiving, first, a verbal warning, which will include an explanation of how they can improve their performance. This communication will be memorialized and placed in a desk file, which will not be placed in the employee's personnel file. [Modified 03/12/2021]

17.3.2 If the conduct is not improved, the unit member may then receive a written warning. Unit members who receive a written warning will be provided a written plan for improvement. Plans for improvement will last no longer than 60 days. The employee may submit a response or rebuttal to the written reprimand or warning which will be retained in the record along with the reprimand. [Modified 03/12/2021]

- 17.3.3 Notwithstanding the provisions of this article, the Superintendent may, without prior counseling and/or written warning, initiate severe disciplinary action (i.e., suspension, demotion, termination) when the employee's misconduct is of such a serious nature as to necessitate the imposition of suspension, demotion or termination, without the benefit of prior written counseling or warning. [Modified 03/12/2021]
- 17.3.4 Whenever possible the District will endeavor to assist the employee in correcting deficient performance or incidents of misconduct. However, it shall be the employee's ultimate responsibility to respond to notice of deficiencies or misconduct. An employee's failure or refusal to respond to, or correct incidents of misconduct or deficient performance, after oral or written notice, shall be grounds for further disciplinary action. [Modified 03/12/2021]
- 17.3.5 In addition to containing the information from Section 17.2.3, the Notice of Disciplinary Action shall include a statement of the employee's right to a Skelly Hearing. Such notice shall include the date, time, and place of the Skelly Hearing. The Skelly Hearing may not be scheduled any sooner than 10-work days from the date that the Notice of Disciplinary Action is personally served on the employee or mailed by certified mail, return-receipt requested and first-class mail. The District Superintendent shall obtain the services of a current or retired Administrator from outside of the Twain Harte School District.
- 17.3.6 The purpose of the Skelly Hearing is to allow the employee an opportunity to provide any information in his/her defense to the Skelly Officer regarding the proposed disciplinary action prior to any discipline being imposed. At the Skelly Hearing, the employee may present whatever oral or written evidence he or she wishes on his or her behalf. Since this is not an official hearing, the employee may not call witnesses.
- 17.3.7 If the employee fails to attend the Skelly Hearing, he/she gives up the right to a Skelly Hearing and disciplinary action may be imposed.
- 17.3.8 Within a period of 5-work days following the completion of the Skelly Hearing, the Skelly Officer shall render, in writing, his or her recommendation as to whether there appears to be sufficient cause to proceed with the recommended disciplinary action, whether some less severe discipline would be more appropriate, or whether no disciplinary action should be imposed. The Administration is not bound by the recommendation of the Skelly Officer.

- 17.3.9 A copy of the Skelly Officer's recommendation(s) shall be personally served on the employee or mailed to the employee via certified mail, return receipt requested and first-class mail.
- 17.3.10 Following receipt of the Skelly Officer's recommendation, the District Superintendent shall, if he or she continues with a recommendation of either dismissal or a suspension without pay, prepare a written statement to the employee which includes: (1) a statement of the Administration's recommendation, (2) a statement of the employee's right, (3) the date by which the request for a hearing shall be received by the District Office, which shall not be less than 10-work days from the personal service of this document or from the date that this document is mailed by certified mail, return receipt requested, and first-class mail; and (4) a Request for Hearing form, the signing and filing of which shall constitute a demand for a hearing and a denial of charges.
- 17.3.11 Upon receipt of a signed Request for Hearing form, the Administration shall schedule a hearing before a neutral arbitrator.
- 17.3.11.1 The District and CSEA shall attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) working days, the Administration will request a list of five arbitrators from the California State Mediation and Conciliation Service. From this list; each party shall strike the name of an arbitrator until one (1) name remains who would then serve as the arbitrator. The order of striking shall be determined by a toss of a coin.
- 17.3.11.2 The hearing before the selected arbitrator shall be scheduled not less than 10-work days from the date the notice is personally served on the employee or mailed as set forth in Section 17.3.6.
- 17.3.11.3 The hearing shall be transcribed by a certified court reporter.
- 17.3.11.4 The arbitrator who conducts the hearing shall render a written recommendation setting forth his or her findings of fact, conclusions of law, and recommended disposition of the charges. The proposed decision shall be served on the Administration, the unit member, and CSEA either personally or by first-class mail.
- 17.3.11.5 The total cost of the arbitrator and the court reporter shall be split equally by the Parties.

- 17.3.12 At the hearing before the arbitrator, the employee may appear in person and may be represented by an attorney or other representative of his or her choice.
  - 17.3.12.1 The Governing Board shall consider the recommended decision of the arbitrator at the next available Board meeting or may schedule a special meeting for such purpose. The employee may appear before the Governing Board in person or by an attorney or other representative to present argument as to why the proposed decision of the arbitrator should or should not be adopted by the Governing Board as its own.
    - 17.3.12.1.1 The Governing Board may adopt, modify, or reject the arbitrator's proposed decision. If the Governing Board rejects the arbitrator's proposed decision, the Governing Board may do so only after reviewing the transcript of the hearing in a closed session.
    - 17.3.12.1.2 The decision of the Governing Board shall be served on the employee and CSEA within 10-work days of the Governing Board's action.
- 17.3.13 The hearings before an arbitrator shall be conducted in a closed session unless the employee requests in writing, at least 72 business hours before the hearing, that the hearing be conducted in an open session.
- 17.3.14 The Governing Board's decision shall be final.
  - 17.3.14.1 Any disciplinary action shall be subject to the grievance procedure on procedural grounds only.
- 17.3.15 Time limits stated in this section may be extended by the mutual agreement of CSEA and the District.

# **ARTICLE XVIII**

## **GRIEVANCE PROCEDURE**

### 18.1 Definitions

18.1.1 A "grievance" is a claim by one or more employees of the bargaining unit, or CSEA alleging a violation, misinterpretation, or misapplication of a provision of this Agreement.

18.1.2 A "grievant" is the person, persons or CSEA claiming a violation, misinterpretation, or misapplication of a provision of this Agreement.

### 18.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of the employees. The proceedings will be kept informal and confidential at any level of the procedure.

### 18.3 Employee Processed Grievances

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

### 18.4 Grievance Release Time

Any employee required by either party to participate as a witness, grievant, or a grievant representative in the handling and processing of a grievance shall be released from regular duties without loss of pay for up to five (5) hours per case, in addition to time required at the hearing or meetings with District representatives.

## 18.5 Separate Grievance File

All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file which shall be available for inspection only by the employee, the CSEA representative, and those in management, supervisory and confidential employees directly involved in the grievance procedure.

## 18.6 Procedure

Since it is important that grievances be processed as rapidly as possible, the time table specified at each level hereinafter followed should be considered as a maximum, however, be extended by mutual agreement. Grievances shall be brought forward within thirty (30) working days after the grievant knew or reasonably should have known of the circumstances forming the basis of the grievance. Grievances shall be handled in the following manner:

- 18.6.1      Level One: A grievant having a grievance will first discuss it with the immediate supervisor; either directly or through CSEA's designated representative, with the objective of resolving the matter informally. If the grievance is not satisfactorily adjusted informally within fifteen (15) working days, the grievance may proceed to Level Two.
- 18.6.2      Level Two: If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may file the grievance in writing to the immediate supervisor within fifteen (15) working days after the decision or lack of a decision at Level One. The written grievance statement shall describe the circumstances involved, the Section(s) of the contract relative to the complaint or violation and the remedy sought. Within ten (10) working days after receipt of the written grievance by the supervisor, he/she will meet with the aggrieved person and a representative of CSEA, in an effort to resolve it. Within ten (10) working days after this meeting the immediate supervisor shall deliver to the grievant and CSEA representative a written response to the grievance.
- 18.6.3      Level Three: If the grievant is not satisfied with the disposition of the grievance at Level Two, CSEA may submit the grievance in writing to the Superintendent within fifteen (15) working days of the receipt of the decision or lack of a decision at Level Two. Within ten (10) working days after the receipt of the written grievance by the Superintendent, he/she or his/her designee will meet with the aggrieved person and a CSEA representative in an attempt to resolve the grievance. Within ten (10) working days after this meeting the Superintendent shall deliver to the grievant and CSEA representative a written response to the grievance.
- 18.6.4      Level Four: If the grievant is not satisfied with the disposition of the grievance at Level Three, CSEA may submit the grievance in writing to the Board of Trustees within fifteen (15) working days of the receipt of

the decision or lack of a decision at Level Three. The Board shall conduct a hearing to hear arguments on the dispute from the parties to the grievance. Both parties to the grievance shall have the opportunity to provide evidence and witness testimony to support their arguments on the dispute. The Board of Trustees reserves the right to designate a representative to conduct the hearing at Level Four. The Board of Trustees or designee shall act as an impartial trier of fact at the hearing and shall render a written disposition to the grievant and CSEA representative no later than ten (10) working days following completion of the hearing.

- 18.6.5 Level Five – Arbitration: If the grievance is not satisfactorily resolved at Level Four, within twenty (20) working days of receipt of the decision, CSEA may file for arbitration with the Superintendent. The District and CSEA shall attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) working days, the California State Conciliation Service will be requested to supply a list of five (5) persons who could serve. From this list, the parties would proceed by striking one name from the list; each party to the grievance would then so continue alternately until one (1) name remains who would then serve as the arbitrator. The order of striking shall be determined by a toss of a coin.

If the parties cannot reach agreement on the issue(s), the matter shall be submitted to the arbitrator who shall determine the issue(s). However, neither party may introduce an issue not previously mentioned in earlier Levels of the grievance procedure. The arbitrator, as soon as possible after hearing the evidence, shall prepare a written report for submission to both parties stating the issues submitted, the facts determined, and the findings and recommendations derived therefore.

The report of the arbitrator shall be limited to the specific issue or issues contained in submission agreement or as framed by the arbitrator in the absence of an agreement.

- 18.6.6 The Superintendent, CSEA, and grievant shall be given copies of the decision and the arbitrator's report. The arbitrator will render an award, which shall be binding on both parties.

- 18.6.7 The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator cannot add to or modify the terms or conditions of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper.

- 18.6.8 All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and CSEA. Costs of transcripts will be borne equally by the Board and CSEA.
- 18.6.9 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

# **ARTICLE XIX**

## **SAFETY**

### 19.1 District Compliance

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

### 19.2 Employee Report

Every employee shall report unsafe working conditions to his/her immediate supervisor.

### 19.3 CAL-OSHA

If the Superintendent and employee cannot mutually agree upon the existence of an unsafe condition, determination shall be made by CAL-OSHA or other appropriate agency.

### 19.4 No Discrimination

No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 19.1.

## ARTICLE XX

### RANDOM DRUG AND ALCOHOL TESTING FOR BUS DRIVERS AND SUSPICION-BASED TESTING

#### 20.1 Random Drug and Alcohol Testing for Bus Drivers

20.1.1 Unit Members who are required to possess a Class A or B commercial driver's license shall be subject to random drug/alcohol testing pursuant to the requirements of the Omnibus Transportation Employee Testing Act of 1991 as fully adopted Board Policy and Administrative Regulation 4112.41. A copy of BP and AR 4112.41 is incorporated by reference into this Article.

#### 20.1.2 Request for Assistance by Employee

20.1.2.1 The District and the Governing Board are prohibited from dictating the activities of its employees during non-working hours unless such activities affect the employee's performance at work. If an employee arrives at work and believes he or she would test positive for alcohol and/or drugs, the employee must immediately report such information to his/her supervisor. The employee will be immediately subjected to a test. If the employee tests positive for alcohol or drugs, the District shall place the employee on a 60-day unpaid leave of absence.

20.1.2.2 During this 60-work day period, the employee shall:

20.1.2.2.1 Seek a qualified substance abuse professional chosen by the bus driver, who shall determine what assistance, if any, is needed to resolve alcohol problems.

20.1.2.2.1.1 A substance abuse professional is a licensed physician (medical doctor or doctor of osteopathy), or licensed or certified psychologist, social worker, employee assistant professional, or addiction counselor (certified by a national association of

alcoholism and drug abuse counselors) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

20.1.2.2.2 If the substance abuse professional determines that a rehabilitation program is needed, the driver shall participate and complete the program at the employee's own expense. The bus driver may use his or her sick leave and differential paid leave while attending the program. The employee shall follow the recommendations of the substance abuse professional. If the substance abuse professional determines that a rehabilitation program is needed, the driver may not return to work until the program is completed. The employee shall provide the District with a copy of the substance abuse professional's recommendation.

20.1.2.2.3 Even if a substance abuse professional determines an in-house rehabilitation program is not needed, the driver must still participate in a drug or alcohol training program approved by the District. The driver may use his or her sick leave and differential pay while attending the program.

20.1.2.3 Once the employee completes the appropriate program and passes a return-to-duty test with an alcohol concentration of less than .02 or a verified negative result for controlled substance use, the driver shall be reinstated, no sooner than the 61st work day, to his/her former position. Bus drivers returning to duty pursuant to this Article shall be subject to at least six (6) tests in the first twelve (12) months of return to duty.

20.1.3 Notwithstanding Section 20.1.2 above, a bus driver may be subject to immediate dismissal if:

20.1.3.1 The bus driver tests positive for drug or alcohol before or after performing any safety-sensitive function;

- 20.1.3.2 The bus driver refuses to submit to any tests authorized by the Omnibus Transportation Employee Testing Act of 1991;
- 20.1.3.3 The bus driver fails to complete the rehabilitation program recommended by the substance abuse professional or the drug or alcohol educational program approved by the District.
- 20.1.3.4 The bus driver tests positive for alcohol or controlled substances within twelve (12) months after return to duty following completion of the rehabilitation or educational program.

## 20.2 Suspicion-Based Testing

- 20.2.1 The Parties recognize that school districts are drug and alcohol-free zones pursuant to state and federal law.
- 20.2.2 The Parties recognize that when an employee uses a controlled substance on campus or comes onto campus under the influence of a controlled substance, that employee places his fellow employees, the students, and the community at risk.
  - 20.2.2.1 For purposes of defining a "controlled substance," the Parties will use the list found at Health & Safety Code 11053 et seq. The Parties agree that the use of or coming to school under the influence of marijuana, even if the use of marijuana is based on a physician's prescription, will constitute a violation of this Article.
- 20.2.3 The Parties desire to create contract language for those who wish to seek help from a drug or alcohol addiction. An employee who self-reports his or her addiction to a controlled substance may use his or her paid sick leave and differential leave to seek treatment.
- 20.2.4 If the District Superintendent or designee has a "reasonable suspicion" that an employee is suspected of using a controlled substance at school or coming to school under the influence of a controlled substance, the Administration shall meet with the employee and his or her union representative. The Administration need not wait for a CSEA Field Representative to appear.
- 20.2.5 Reasonable suspicion is a legal standard of proof in United States law that is less than probable cause, the legal standard for arrests and warrants, but more than mere suspicion or a hunch. The District Superintendent's or designee's determination of reasonable suspicion must be based on "specific and articulable

facts," "taken together with rational inferences from those facts," and the suspicion must be associated with the specific individual.

20.2.5.1 The most common facts which create a reasonable suspicion are an employee's appearance, behavior, speech, breath, or body order.

20.2.6 If the District Superintendent or designee conclude that there is a reasonable suspicion that an employee has used and/or is under the influence of a controlled substance at work, the District Superintendent or designee and a CSEA Representative shall transport the employee to the nearest facility that will conduct a drug or alcohol test on the employee.

20.2.6.1 The cost of the screening process shall be paid for by the District.

20.2.6.2 The results of the screening process shall be released to the Administration.

20.2.7 An employee found to have used or to be under the influence of a controlled substance at work shall be offered, for the first offense, the opportunity to seek substance abuse treatment. Unlike Section 20.3 where the employee self-reports, an employee who expresses an interest in seeking substance abuse treatment as the result of this section shall be required to sign a Last Chance Agreement. During the first year of the Last Chance Agreement, the employee shall agree to submit to random drug and alcohol testing on 4 different occasions.

20.2.7.1 The cost of any treatment program shall be paid for by the employee. However, the employee may use his or her paid sick leave and differential pay while attending a treatment program.

20.2.8 If an employee rejects the opportunity to seek substance abuse treatment or has been found to have used or been under the influence of a controlled substance on more than one occasion, the disciplinary procedures found at Article 17 shall apply.

# **ARTICLE XXI**

## **SEVERABILITY**

### 21.1 Savings Clause

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

### 21.2 Replacement for Severed Provision

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

## **ARTICLE XXII NEGOTIATIONS**

### **22.1 Released Time For Negotiations**

CSEA shall have the right to designate three (3) employees who shall be given reasonable released time to participate in negotiations. Those participating will not be paid for any time spent in negotiations after their regular work hours.

### **22.2 Ratification of Agreement**

Any tentative agreement between the parties reached through the negotiations process shall not be effective unless reduced to writing and officially ratified and signed by both parties.

### **22.3 Commencement of Negotiations**

For year one of the July 1, 2023 through June 30, 2026 successor agreement, this concludes negotiations on Article VII, Pay and Allowances and Article IX, Health & Welfare Benefits. Each party may re-open negotiations only in the event of a change in law necessitating a change in the articles of the contract.

For the 2024-2025 school year, each party may, at any time during a school year, re-open negotiations on:

- 22.3.1.1 Article VII, Pay and Allowances,
- 22.3.1.2 Article IX, Health & Welfare Benefits, and
- 22.3.1.3 Two other Articles of the Agreement.

### **22.4 Retroactive Term of Agreement**

An agreement negotiated after July 1, of a fiscal year, shall be retroactive to July 1, of the same year.

### **22.5 Exclusive Representative for Negotiations**

The District will at no time engage in negotiations with advisory councils, District committees and/or organizations other than CSEA.

## **ARTICLE XXIII**

### **DURATION**

#### 23.1 Length Of Agreement

23.1.1 This successor agreement is effective July 1, 2023, and shall continue in full force through and including June 30, 2026. [Modified on 02/08/2023]

# APPENDIX A

## CLASSIFIED SALARY SCHEDULE

TWIN HARTE SCHOOL DISTRICT												
Classified Salary Schedule (CSEA Chapter #818, Contract Appendix A)												
2023-2024												
Classification	Range	Step 1	Step2	Step 3	Step 4	Step 5	Step 8	2% 10-14 Steps	5% 15-19 Steps	6% 20-24 Steps	8% 25-29 Steps	10% Steps 30+
Yard Duty Aide - 11 months - 180 days	2	16.00	16.80	17.64	18.52	19.45	20.42	20.83	21.44	21.65	22.05	22.46
Shift Differential 5%	2-DIFF	16.80	17.64	18.52	19.45	20.42	21.44	21.87	22.51	22.73	23.15	23.58
Cafeteria Substitute - 11 months - 180 days	3	16.62	17.45	18.32	19.24	20.20	21.21	21.63	22.27	22.48	22.91	23.33
MONTHLY @ 0.50hrs/day*:	3	167.03	175.37	184.12	193.37	203.01	213.17	217.38	223.81	225.92	230.25	234.47
Coordinator: Library, Attendance, Computer, Social Emotional Support, and Interv. Prog., Paraeducator - 11 months - 180 days	4	17.42	18.29	19.20	20.16	21.17	22.23	22.67	23.34	23.56	24.01	24.45
MONTHLY @ 4.5hrs/day*:	4	1575.64	1654.33	1736.64	1823.47	1914.83	2010.70	2050.50	2111.10	2131.00	2171.70	2211.50
MONTHLY @ 5hrs/day*:	4	1750.71	1838.15	1929.60	2026.08	2127.59	2234.12	2278.34	2345.67	2367.78	2413.01	2457.23
MONTHLY @ 6hrs/day*:	4	2100.85	2205.77	2315.52	2431.30	2553.10	2680.94	2734.00	2814.80	2841.34	2895.61	2948.67
Custodian, Office Assistant - 11 months - 180 days	5	17.51	18.39	19.31	20.28	21.29	22.35	22.80	23.47	23.69	24.14	24.59
Shift Differential 5%	5-DIFF	18.39	19.31	20.28	21.29	22.35	23.47	23.94	24.64	24.87	25.35	25.82
MONTHLY @ 4hrs/day*:	5	1407.80	1478.56	1552.52	1630.51	1711.72	1796.94	1833.12	1886.99	1904.68	1940.86	1977.04
MONTHLY @ 4.5hrs/day*:	5	1583.78	1663.38	1746.59	1834.33	1925.68	2021.56	2062.26	2122.86	2142.76	2183.46	2224.17
MONTHLY @ 4.5hrs/day w/shift diff*:	5-DIFF	1663.38	1746.59	1834.33	1925.68	2021.56	2122.86	2165.37	2228.69	2249.49	2292.91	2335.42
Cafeteria Cook - 11 months - 180 days	9	18.95	19.90	20.90	21.95	23.05	24.20	24.68	25.41	25.65	26.14	26.62
MONTHLY @ 7hrs/day*:	9	2666.27	2799.93	2940.63	3088.37	3243.14	3404.94	3472.48	3575.19	3608.96	3677.90	3745.43
Maintenance - 12 months - 236 days w/ 14 holidays, 10 vacation days	10	19.82	20.81	21.85	22.94	24.09	25.29	25.80	26.55	26.81	27.31	27.82
MONTHLY @ 8hrs/day*:	10	3435.47	3607.07	3787.33	3976.27	4175.60	4383.60	4472.00	4602.00	4647.07	4733.73	4747.95
Bus Driver - 11 months - 180 days	11	22.16	23.27	24.43	25.65	26.93	28.28	28.85	29.69	29.98	30.54	31.11
Shift Differential 5%	11-DIFF	23.27	24.43	25.65	26.96	28.28	29.69	30.29	31.17	31.48	32.07	32.67
MONTHLY @ 3.5hrs/day*:	11	1558.96	1637.04	1718.65	1804.48	1894.53	1989.50	2029.60	2088.69	2109.09	2148.49	2188.59
MONTHLY @ 3.5hrs/day w/shift diff*:	11-DIFF	1637.04	1718.65	1804.48	1896.64	1989.50	2088.69	2130.90	2192.81	2214.62	2256.12	2298.33
Cafeteria Coordinator - 11 months - 184 days	12	22.32	23.44	24.61	25.84	27.13	28.49	29.06	29.91	30.20	30.77	31.34
MONTHLY @ 8hrs/day*:	12	3660.48	3844.16	4036.04	4237.76	4449.32	4672.36	4765.84	4905.24	4952.80	5046.28	5139.76
School Office Manager K-8 Education - 11 months - 200 days	13	22.16	23.27	24.43	25.65	26.93	28.28	28.85	29.69	29.98	30.54	31.11
MONTHLY @ 8hrs/day*:	13	3561.72	3740.12	3926.57	4122.65	4328.39	4545.37	4636.98	4771.99	4818.60	4908.61	5000.23
* = Monthly totals include 10 vacation in-lieu and 11 holidays. Longevity will enhance the monthly totals by additional vacation days pay.												
Historical Settlements:												
2012-2013: 2% one-time												
2013-2014: 3.5% ongoing												
2014-2015: 7.5% ongoing Range 2; 5% ongoing Range 4 & 5; 3% ongoing Range 1,3,7,8,9,10 - Range 6 no longer represented by CSEA.												
2015-2016: Level salary schedule 5% between steps; Longevity at year 15-19 increased by 1%; 8% Ongoing Ranges 2,3,4,5; 6% Ongoing 1,9,10,11,12,13												
2016-2017: Eliminate Music Coordinator position and provide a one-time \$500 per CSEA unit member paid September 2016 included in terms of 8-17-2016 T.A.. 2.0% Ongoing, health cap \$8,555 and 1.5% one time. Eliminate Teacher Aide Range 1 from the salary schedule.												
2017-2018: Move Paraprofessional to Range 4, Place Yard Duty Aide on Range 2, Increase Bus Driver Step 1, Range 11 by \$1.00 per hour and subsequent Steps 2-8 incrementally by 5% before settlement. Increase Range 3 through 13 by 4% ongoing.												
2018-2019: 3% Ongoing Ranges 2,3,5,9,10,11,12,13. \$1.25 Range 4 Step 1. Health Cap \$8,755. \$500 Annual Stipend to Special Education Diaper Changing Paraprofessional												
2019-2020: 2.5% Ongoing all Ranges. Range 3 +\$0.50 above Range 2 & becomes Cafeteria Substitute only. Range 9 becomes Cafeteria Cook. Range 12 increases \$1.00/hr. Cafeteria Cook increases to 7 hours. 0.5 hours per day Cafeteria Substitute to provide lunch relief to Cafeteria Coordinator. Eliminate Safe School Ambassador position.												
2020-2021: Ongoing increase to Range 2 & 3 by 7.2% to match minimum wage requirement \$14.00/hour. Increase health cap by \$750 to \$9,505. \$750 one-time bonus for employees not benefiting from the health cap increase.												
2021-2022: Ongoing increase to Range 2 & 3 by 7.2% to match minimum wage requirement \$15.00/hour. Ongoing increase to Step 1 by \$0.75 for Ranges 4, 5, 9, 10, 11 and 13. Increase health cap by \$750 to \$10,255. \$750 one-time bonus for employees not benefiting from the health cap increase.												
2022-2023: Ongoing increase to Range 2 by 3.33% to match minimum wage requirement of \$15.50/hour. Increase the rest of the salary schedule proportionate to the percentage differential before the increase. Change Longevity years to steps and add a 30+ step of 10%. Ongoing increase to Range 11 by \$1.00 Increase health cap by \$750 to \$11,005. Add June/teeth as a legal holiday.												
2023-2024: Ongoing increase to Range 2 by 3.23% to match minimum wage requirement of \$16.00/hour. Increase the rest of the salary schedule proportionate to the percentage differential before the increase. Increase health cap by \$750 to \$11,755. One-time bonus for employee not benefiting from health cap increase.												
Board Approved: 02/08/2023												

# APPENDIX B

## PROFESSIONAL GROWTH PREAPPROVAL FORM

Employee's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Proposed Professional Growth Activity: \_\_\_\_\_

When Professional Growth Activity will Commence: \_\_\_\_\_

When Professional Growth Activity will be Concluded: \_\_\_\_\_

Proposed Hours: \_\_\_\_\_

Basis for Request for Professional Growth Credit:

- ☐ The experience reflects increased knowledge, understanding, and skills in the unit member's regular assignment; (please explain on an attached page),
- ☐ The experience provides background material for a position for which the District and the unit member believes he or she could logically pursue with the District; (please explain on an attached page),
- ☐ The experience manifests personal development through alertness and responsiveness to the human and social factors of others; (please explain on an attached page), or
- ☐ The experience assists in fields closely related to the unit member's regular assignment; (please explain on an attached page).

I understand/certify/agree that:

- All hours must occur outside my normal work day/work year
- I must pay any costs associated with taking this course
- All credit for units has to be job improvement related
- Classes required to get and maintain a District position shall not count towards increment
- District Staff Development In-service's do not count towards increment.

**Employee's Signature:**

Date: \_\_\_\_\_

**Site Administrator's Review and Recommendation:**

Date: \_\_\_\_\_

**District Administrator's Review and Approval:**

Date: \_\_\_\_\_

# APPENDIX C

## Classified Employee Performance Evaluation Form



*Twain-Harte School District*

### CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION

#### EMPLOYEE INFORMATION

Full Name: <input style="width: 80%;" type="text"/>	Title: Choose an item.
Department: Choose an item. Evaluation Period: From: <input style="width: 40%;" type="text"/> To: <input style="width: 40%;" type="text"/>	Last Evaluation: <input style="width: 40%;" type="text"/>

Evaluation Type: Choose an item.	Evaluation Completed By: <input style="width: 80%;" type="text"/>
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**Performance Scope:** Check the phrase in each column that most nearly describes the employee's performance over the period covered by this evaluation.

#### 1. QUALITY OF WORK consists of the productivity and accuracy with which duties are performed.

##### A. NEATNESS

- ☐ Work was exemplary.
- ☐ Work was acceptable.
- ☐ Work was often un-presentable or below expectations.
- ☐ Not applicable to this employee.

##### B. PRODUCTIVITY

- ☐ Made effective use of time; met deadlines.
- ☐ Usually made good use of time; met most deadlines.
- ☐ Made poor use of time; frequently missed deadlines.
- ☐ Not applicable to this employee.

##### C. ACCURACY

- ☐ Work completed correctly.
- ☐ Work of acceptable quality; mistakes limited in number.
- ☐ Work contained numerous errors.
- ☐ Not applicable to this employee.

#### 2. JOB KNOWLEDGE consists of job information, application of efficient skills the employee has for satisfactory performance.

##### A. JOB DESCRIPTION

- ☐ Tasks performed exceeded the guidelines of the job description.
- ☐ Tasks performed met the guidelines of the job description.
- ☐ Tasks performed usually met the guidelines of the job description.
- ☐ Tasks performed seldom met the

##### B. UNDERSTANDING

- ☐ All phases of job understood.
- ☐ Major phases of job understood.
- ☐ Most common phases of the job were understood; understanding of some phases was incomplete.
- ☐ Understanding of key aspects of the job was inadequate.

##### C. SKILLS

- ☐ Required skills were exceptional.
- ☐ Required skills were acceptable.
- ☐ Most skills were satisfactory, some needed improvement.
- ☐ Needed skills were absent or below an acceptable level.

**3. ATTENDANCE AND PUNCTUALITY** consists of being at work on time.

**A. ATTENDANCE**

- ☐ Attendance was satisfactory.
- ☐ Attendance was unsatisfactory.

**B. PUNCTUALITY**

- ☐ Reported to work on time.
- ☐ Usually on time.
- ☐ Frequently tardy.

**C. ADHERENCE TO WORK SCHEDULE**

- ☐ Always followed established work schedule.
- ☐ Occasionally extended work break(s) or left work early.
- ☐ Frequently extended work break(s) or left work early.

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**4. WORK CHARACTERISTICS** are initiative and resourcefulness, adaptability, attitude and ability to provide.

**A. INITIATIVE AND RESOURCEFULNESS**

- ☐ Needs were identified and problems were solved.
- ☐ Needs were intermittently identified and problems periodically addressed.
- ☐ Needs were overlooked and problems not addressed.

**B. ADAPTABILITY**

- ☐ Accepted new ideas readily; flexible in making changes.
- ☐ Adapted to change, but with some reservations.
- ☐ Refused to accept new ideas and changes readily.

**C. SUPERVISION REQUIRED**

- ☐ Supervision seldom required.
- ☐ Frequently supervision needed to get assigned work completed.
- ☐ Constant supervision required.

**D. FOLLOWING ORAL AND WRITTEN INSTRUCTIONS**

- ☐ Written and oral instructions were easily understood/implemented.
- ☐ Instructions were often followed; repeating of instructions occasionally necessary.
- ☐ Instructions were followed with errors; repeating of instructions was frequently necessary.

5. **INTERPERSONAL RELATIONSHIPS** are the courtesy, professional behavior, discretion, effective communication and positive relationships that an employee displays at work.

- |   |  |   |  |
|---|--|---|--|
| <b>A. COURTESY AND PROF. BEHAVIOR</b> <ul style="list-style-type: none"><li><input type="checkbox"/> Courtesy and professional behavior were demonstrated.</li><li><input type="checkbox"/> Courtesy and professional behavior were usually displayed; occasional lapses were demonstrated.</li><li><input type="checkbox"/> Behavior often seen as unprofessional or discourteous; had difficulty dealing with others.</li></ul> | <b>B. COMMUNICATION</b> <ul style="list-style-type: none"><li><input type="checkbox"/> Communicated effectively with staff, students or others.</li><li><input type="checkbox"/> Usually communicated well with staff, students or others.</li><li><input type="checkbox"/> Was often ineffective in communicating with staff, students or others.</li></ul> | <b>C. RELATIOSHIPS WITH CO-WORKERS</b> <ul style="list-style-type: none"><li><input type="checkbox"/> Demonstrated ability to work as a positive team member.</li><li><input type="checkbox"/> Was unwilling to work as an effective team member.</li><li><input type="checkbox"/> Not applicable to this employee.</li></ul> | <b>D. CONFIDENTIALITY</b> <ul style="list-style-type: none"><li><input type="checkbox"/> There were no known violations of job related confidentiality, nor other inappropriate discussions of job matters.</li><li><input type="checkbox"/> There were some violations of confidentiality.</li><li><input type="checkbox"/> There was evidence that confidentiality was not observed.</li></ul> |
|---|--|---|--|

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6. **PERSONAL APPEARANCE** consists of the personal appearance of the employee.

- ☐ Employee dressed appropriately for the work place.
- ☐ Employee at times dressed inappropriately for the work place.

7. **WORKSTATION EFFICIENCY** consists of orderliness and organization of the workstation.

- ☐ Work station was always orderly and organized for efficiency.
- ☐ Some untidiness and disorganization was evident which resulted in some inefficiency.
- ☐ Not applicable to this employee.

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8. **FOR PARAEDUCATORS AND LIBRARY COORDINATOR "ONLY":**

- |   |  |
|---|--|
| <b>A. LEARNING ENVIRONMENT</b> <ul style="list-style-type: none"><li><input type="checkbox"/> Worked well with all students to meet their needs.</li><li><input type="checkbox"/> Worked well with some students to meet their needs.</li><li><input type="checkbox"/> Did not work well with students.</li></ul> | <b>B. MOTIVATION</b> <ul style="list-style-type: none"><li><input type="checkbox"/> Used positive reinforcements with students; motivated and encouraged students to achieve.</li><li><input type="checkbox"/> At times used positive reinforcement with students; inconsistent in encouragement of students.</li><li><input type="checkbox"/> Little or no use of positive reinforcement or encouragement to succeed.</li></ul> |
|---|--|

**9. STUDENT USE OF INSTRUCTIONAL MEDIA.** Operate and assist students in the operation of instructional media machines and equipment.

- ☐ Employee displayed exceptional knowledge and provided clear instruction when working with students.
- ☐ Employee displayed acceptable knowledge and provided clear instruction when working with students.
- ☐ Employee displayed inadequate knowledge and provided unclear instruction when working with students.

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**This section does not apply to Paraeducators or Library Coordinator.**

**10. USE OF EQUIPMENT** is the correct operation and maintenance of equipment expected of employee.  
*(Note: Evaluator may wish to indicate types of equipment.)*

- ☐ Employee displayed knowledge of use and maintenance of equipment.
- ☐ Assigned equipment used carelessly or inappropriately.

**11. SAFETY PRACTICES**

- ☐ Safe working procedures were followed, positional hazards were corrected.
- ☐ Generally followed safe working procedures.
- ☐ Did not follow safe working procedures.

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**OVERALL EMPLOYEE RATING SUMMARY:** This general rating is one of which best describes the overall performance of the employee.

- ☐ The overall performance exceeds the standards and requirements of the Twain Harte School District.
- ☐ The overall performance is acceptable and meets the standards and requirements of the Twain Harte School District.
- ☐ The overall performance needs improvement and is deficient in meeting the requirements of the Twain Harte School District.  
\*A professional improvement plan has been provided to the employee and is attached.

**For Probationary Employees Only:**

- ☐ This employee has made satisfactory progress during their probationary period.
- ☐ This employee is not meeting the required standards of the Twain Harte School District and is not recommended for continued employment.

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**RECOMMENDATIONS AND COMMENDATIONS:** (Include explanation of any rating other than the first or second boxes selected in any category. Use additional page, if necessary).

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**EMPLOYEE COMMENTS:**

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A signature on this performance appraisal does not mean that the employee agrees with the opinions expressed, but merely indicates that the employee has read the performance appraisal and has been given the opportunity to discuss, comment and react by written response within ten working days.

Signature of Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Site/Dept. Administrator: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Co-Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

## EMPLOYEE PROFESSIONAL IMPROVEMENT PLAN

Employee Name: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Determination of Objectives Date: \_\_\_\_\_ Evaluation Conference Date: \_\_\_\_\_

### *Areas for Improvement: Identify by Major Categories Below*

This is to provide you with a formal Professional Improvement Plan in order to correct performance in areas that need improvement. To meet the expectations established for your position, you must improve in the specific area(s) noted below and continue successful performance in all other areas. **Equipment Safety Concerns (Must be corrected within 10 working days.)**

#### **Professional Improvement Areas:**

Specific Areas which need improvement. . (Additional sheets may be added if needed).

#### **Professional Improvement Plan:**

Corrective action to be taken and dates for conferences. (Additional sheets may be added if needed).

**What resources or support, if any, will be provided to assist the employee in making the required improvement?** (Additional sheets may be added if needed).

Timeline for completing (No more than 60 days): \_\_\_\_\_

Date for follow-up evaluation for progress to remedy: \_\_\_\_\_

Employee Comments:

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Signature of Employee

Date

Signature of Evaluator

Date

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# APPENDIX D

## School Closure Days Administrative Guidelines

Notification of Administrative Guidelines for School Personnel on a School Closure Day:

**If** on a regular school day, the Administration has determined that Twain Harte School will be closed due to weather or any other unforeseen circumstances, the following Administrative Guidelines will be administered:

- A. The closure applies to All school staff as a cancelled workday
  - 1. Staff is not required to be present on a School Closure Day
    - a. Regular contracted employees shall continue to receive their regular pay whether or not they report for duty on the school closure day.
    - b. Staff may be required to attend a make-up day the end of the school year should the yearly instructional minutes requirement be in jeopardy due to a school closure day.
    - c. An employee may be asked to report to duty by the Administration on a School Closure Day. The employee shall be compensated in the form of straight trade time for the amount of time he or she agreed to work.

**If** on a regular school day, the Administration has determined that we have a delay in the school opening of school for that day, the following Administrative Guidelines will be administered:

- A. Administration, Maintenance, Cafeteria and Bus Driving staff should arrive as close to their regular start time as safely as possible.
- B. All other staff should follow the delay schedule.

**If** on a regular school day, the Administration has determined that we will have a delay in the opening of school for that day and that said delay has been changed to a school closure day, the following Administrative Guidelines will be administered:

- A. The closure applies to ALL school staff:
  - 1. Staff members that have reported to work will be permitted to leave for the remainder of the day, unless the staff member agrees to a request by the Administration to stay and work.
    - a. Regular contracted employees shall continue to receive their regular pay whether or not they reported for duty on the day that the delay was changed to a school closure day.
    - b. Staff may be required to attend a make-up day at the end of the school year should the yearly instructional minutes requirement be in jeopardy due to a school closure day.
    - c. Upon Administrative approval, a classified employee who worked between the time of school delay and the school closure may be awarded straight trade time for the time worked.