

Agreement Between

**Pleasant Ridge Union
School District and**

**California School
Employees Association**

Pleasant Ridge Chapter #780

**July 1, 2017 through
June 30, 2020**

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**ARTICLE 1
AGREEMENT**

1.1 The Articles and provisions contained herein constitute an Agreement between the Governing Board of the Pleasant Ridge Union School District, hereinafter referred to as "Board" or "District", and California School Employees Association and its Pleasant Ridge Chapter #780, hereinafter referred to as "CSEA" or "Association", an employee organization.

1.2 This Agreement is entered into pursuant to the provisions of the Educational Employment Rights Act, California Government Code Sections 3540-3549.3, hereinafter referred to as "Act"

**ARTICLE 2
RECOGNITION**

2.1 The Board recognizes the Association as the exclusive representative of the following District job classifications, as provided in the Certification of Exclusive Representative, issued by the Public Employees Relations Board, dated 10 October 1984.

2.2 INCLUDED JOB CLASSIFICATIONS: All custodial and maintenance employees.

2.3 The Bargaining Unit shall exclude management, supervisory and confidential employees, aides and clerical employees.

2.4 All newly-created positions which develop out of bargaining unit positions, and which are appropriate to the bargaining unit, shall be assigned to the bargaining unit. Any dispute regarding the assignment/exclusion of such newly-created positions shall be submitted to the Public Employment Relations Board.

**ARTICLE 3
SAVINGS AND SEPARABILITY**

3.1 If, during the life of this Agreement, there exists any applicable law or other applicable rule, regulation or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain effect. Such invalidation of part or portion of this Agreement shall not invalidate any remaining portions which shall continue force and effect.

3.2

In the event of suspension or invalidation of any provision of this Agreement, the parties may meet and negotiate upon request and mutual concurrence, for the purpose of arriving at a mutually agreeable replacement for the suspended or invalidated provision(s). If the parties opt to not meet and negotiate to make a mutually agreeable replacement, the parties shall be bound by the provisions of the suspending law, rule, regulation or order.

**ARTICLE 4
MANAGEMENT RIGHTS**

4.1 It is understood and agreed that the District has the legal and traditional customary and usual rights, powers, functions, and authority to discharge its obligations. All rights, power or authority which the District had prior to the execution of this Agreement are specifically retained, except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement.

**ARTICLE 5
ASSOCIATION RIGHTS**

5.1 The Association shall enjoy all rights, duties and burdens stipulated in the Act.

5.2 CSEA shall have the sole and exclusive right to have membership dues deducted from the bargaining unit members who authorize such deductions.

5.2.1 CSEA agrees to provide any information needed by the District to fulfill the provisions of this section.

5.2.2 CSEA agrees to indemnify and hold harmless the District for any loss or damages arising from the operation of this section. It is also agreed that neither any employee nor the Association shall have any claim against the District for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the District within sixty (60) calendar days after the date such deduction(s) were or should have been made.

5.2.3 Pursuant to the provisions of SB 1960, effective January 1, 2001, any employee who does not submit a membership application shall, after 30 days of employment, have service fees automatically deducted. Service fee amounts are the same as membership dues.

**ARTICLE 6
EMPLOYEE RIGHTS**

6.1 Employees shall enjoy rights, duties, and burdens stipulated by the Act.

6.2 Employees shall enjoy rights, duties, and burdens stipulated by this Agreement.

6.3 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 engage in CSEA activities.

6.4 Personnel Files: The District agrees that it shall maintain official personnel files pertaining to each member of the bargaining unit, and that such file shall be housed and maintained at the District Office.

6.4.1 Employees may review their personnel file at the District Office at reasonable times when the District Office open for business. Examination shall not include ratings, reports or records which were obtained prior to the employment of the employee.

6.4.2 Upon execution of written, specific authorization, employees may permit other persons to have access to the employee's personnel file.

6.4.3. When derogatory information is placed in the personnel file, the employee shall be notified of such placement within ten (10) work days of such placement, and the employee shall be permitted to file a written rebuttal to the derogatory information within ten (10) days of the notification. The employee shall have the right to a reasonable amount of release time to write their rebuttal to derogatory information (Ed Code 44031 (b) (1)). The rebuttal shall be attached to and filed with the derogatory information.

6.5 Probation: All bargaining unit members shall serve a probationary period of six (6) months. During probation, an employee may be released from employment without explanation, notification, warning or any due process rights, including access to the provisions of Article 7, "Grievance Procedure", and/or Article 17, "Disciplinary Action", of this Agreement.

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 A “grievance” is defined as any complaint by a bargaining unit employee(s), or by CSEA, which alleges a violation, misapplication or misinterpretation of the specific provisions of this Agreement.

7.2 Any individual employee may present grievances relating to this Agreement to the District and have such grievances adjusted without the intervention of CSEA so long as adjustment is not inconsistent with the terms of this Agreement. Prior to implementation of such adjustments, CSEA will be provided a copy of the grievance and a copy of the adjustment, and CSEA will be given opportunity to file a statement or position regarding the grievance and proposed adjustment. CSEA shall be authorized to file a special grievance at the Formal Step I level in the event of a persistent disagreement regarding propriety of a proposed adjustment under this Section.

7.3 General Regulations: The following provisions shall generally and universally apply to all grievances:

7.3.1 Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an information basis, at the immediate supervisory level. The parties, therefore, agree that every effort will be made by management and the grievant to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorable upon an employee’s good standing, performance or loyalty or desirability to the District. Employees, employee representatives and all other persons involved in the presentation of a grievance will be free from restraint, interferences, coercion, discrimination or reprisal.

7.3.2. Failure by the District to adhere to decision deadlines constitutes the right of the grievant to appeal the grievance to the next higher step (level). Failure of the grievant/employee to adhere to submission deadlines shall mean that the employee is satisfied with the latest decision and waives any right to further appeal. Nothing shall prevent the parties from extending the deadlines, but such extension shall only be by written, mutual agreement.

7.3.3 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

7.3.4 If any grievance meeting or hearing must be scheduled during the work day, any employee required by either party to participate as a witness or grievant in such meeting/hearing may, upon reasonable notice and coordination, be released from work duties.

7.3.5 When a grievance has been filed, the grievant may terminate the grievance at any time by giving written notice to the District. Failure to comply with the time limits, to attend scheduled meetings to discuss or hear the grievance or to provide requested information at the grievant’s disposal relating to the subject matter of the grievance, shall be deemed a termination of the grievance by the grievant. The District may, but shall not be required to, give written notice of such termination to the grievant.

7.3.6 The term “day” in this Article shall mean any day on which the District Office is open for business.

7.4 Processing Procedure: All grievances shall be processed in accordance with following procedure.

7.4.1 Informal Resolution: Bargaining unit members who believe they have a grievance shall present the grievance orally to the immediate supervisor within ten (10) days of the time that the grievant knew, or reasonable should have known, of the circumstances which form the basis of the grievance. Failure to so present the grievance within the ten (10) day period shall render the grievance null and void. The supervisor shall hold discussions with the grievant, and shall attempt to resolve the grievance at the informal level. The grievant shall have the right of a CSEA or other representative.

7.4.2 Formal Step I: If the grievant is not satisfied with the resolution proposed by the immediate supervisor in the Informal Step, the grievant may appeal the grievance to the Superintendent; the appeal shall be submitted to the Superintendent within ten (10) days of the grievant's notification of the immediate supervisor's proposed resolution. The appeal shall be fully documented, and submitted with complete specificity, to include:

- a. The exact and specific provision(s) of this Agreement which are alleged to have been violated, misapplied or misinterpreted;
- b. Appropriate dates, times, action and conduct which give rise to the grievance;
- c. The reason(s) why the immediate supervisor's proposed resolution is unacceptable; and
- d. The resolution which is desired by the grievant.

7.4.3. Board Hearing: If the grievant is not satisfied with the resolution proposed by the Superintendent in the Formal Step I Decision, the grievant may appeal the grievance to the Board of Trustees; the appeal shall be submitted, in writing, to the Superintendent within ten (10) days of the grievant's receipt of the Superintendent's Formal Step I Decision. The appeal shall include the complete preceding file data, shall state the reason(s) why the Superintendent's proposed Formal Step I Decision was unacceptable and shall state the resolution which is desired by the grievant. The Board of Trustees shall schedule a Grievance Hearing at its next regularly scheduled Regular Meeting; the Grievance Hearing shall be in open or closed session, as requested by the grievant. At the hearing, the grievant and/or representative shall have opportunity to testify, present evidence and witnesses pertaining to the grievance. Within ten (10) days after the hearing, the Board of Trustees shall deliver to the grievant and representative, the Board's written decision, which shall be final and binding on the parties.

ARTICLE 8 LEAVES

The following leave benefits shall be available to bargaining unit members, subject to the terms and conditions stated:

8.0 General Provisions: "Paid Leave", as authorized in this Article shall mean that the employee shall continue to receive full pay and benefits in accordance with the provisions of this Agreement unless other pay/benefits provisions are specifically expressed within the provisions of the subject leave:

8.0.1 Personnel on "Unpaid Leave" shall be permitted to maintain district sponsored insurance coverage, as provided in Article 13, "Health and Welfare Benefits", except that personnel on "Unpaid Leave" shall be required to pay their own premium fees.

8.0.2 Absence under the provisions of a "Paid Leave" benefit shall not be deemed to constitute a break in service/employment with the District, but absence under the provisions of an "Unpaid Leave" benefit shall not be deemed a break in service/employment, however no other benefits or rewards of active employment shall accrue during the period of any "Unpaid Leave".

8.1 Sick Leave: Full-time employees shall earn one (1) day of sick leave for each full month of employment; this benefit shall be pro-rated for part-time personnel.

8.1.1 Unused sick leave shall accrue from year-to-year, throughout an employee's total District service, and may be utilized for additional service retirement credits upon the employee's retirement in accordance with the then existing rules and regulation of the Public Employment Retirement System.

8.1.2 For the purposes of calculation and record keeping, employees shall be credited with a new year's worth of sick leave accrual at the commencement of each school year, and employees shall be permitted to utilize calculated sick leave, even though some days may not have been earned by sufficient service. Employees who terminate District employment with a deficient sick leave accumulation shall have the appropriate amount necessary to resolve and repay the deficit deducted from their final paycheck.

8.1.3 The District may require a physician's verification of illness, but the District shall pay any medical cost incurred in obtaining such verification. The District may also require a physician's verification of the employee's ability to return to work.

8.1.4 At the commencement of each school year, employees shall be notified of their earned and anticipated sick leave accrual.

8.1.5 Entitlement to Other Sick Leave: Upon exhaustion of all accrued sick leave, if the employee remains unable to return to work, the employee may commence Substitute Difference Leave; a paid leave, wherein the employee shall receive the difference between his/her regular salary and the amount actually paid to a substitute, hired to temporarily replace the disabled employee. Employees may utilize substitute difference leave only upon exhaustion of accrued sick leave and only until a maximum of five (5) months following the original rewards of active employment shall accrue during the period of any "Unpaid Leave".

8.1.6 Personal Business Leave: Each classified employee shall be entitled to two (2) days of his/her paid sick leave allotment during each school year for personal business leave. Personal business days are to be used for non-recreational purposes which cannot be handled during non-work hours. Employees utilizing this benefit shall provide notification of such utilization to the District on the day prior to such utilization. When necessary to the efficient operation of the District, the District may impose twenty percent (20%) limitation on daily utilization of this leave for instructional aides and limit the utilization of such leave to one employee within similar job classifications at each school site. For the purposes of this section, maintenance and custodial personnel are considered within the same job classification.

8.2 Industrial Accident and Illness Leave: An employee who is injured or ill for reasons arising out of, or caused out of, his/her employment, as those terms are defined by the California State Education Code, shall be eligible for up to sixty (60) days of paid leave, non-cumulative, per year or per absence, whichever the lesser benefit, for absence associated with the compensable injury or illness.

8.2.1 Benefits under this section are addition to any award or benefits which may be accorded an employee under the Worker's Compensation insurance laws.

8.2.2 Eligibility for these provisions is limited to permanent employees, with more than six months continuous employment preceding the absence.

8.2.3 Industrial Accident and Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation made under Worker's Compensation benefits. Payments for wages lost on any day shall not, when added to an award granted the employee under Worker's Compensation benefits, exceed the normal wage for the day's work.

8.2.4 Any employee receiving benefits as result of this section shall, during the period of absence, remain within the geographical boundaries of the State of California, unless the District specifically authorizes out of state travel.

8.2.5 An employee shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, when the treating physician and the employee agree that recovery attained.

8.2.6 The District's report of industrial accident or illness shall be maintained at the District Office.

8.2.7 Benefits provided under this section are in addition to Sick Leave, as provided in Section 8.1, above, and the District shall not deduct accumulated sick leave from the sick leave allotment of an employee who is authorized these benefits until the employee has exhausted these benefits.

8.2.8 Determination of eligibility for benefit authorized under this section shall be made by the District's Worker's Compensation insurance carrier, or adjusting agent, appropriate; therefore, the provisions of this section shall be exempt from the authority and provisions of Article 7, "Grievance Procedure", of this Agreement.

8.3 Maternity Leave: Unit members are entitled to use sick leave, as set forth above, for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, childrearing or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician designated by the District at District expense. The District shall request from the unit member's physician a written opinion regarding the extent of disability.

8.4 Bereavement Leave: Each employee shall be entitled to three (3) days paid leave of absence, or five (5) days if one-way travel in excess of 400 miles is involved, on account of death of any member of the employee's immediate family. This leave shall not be accumulative and shall not be deducted from the employee's sick leave allotment. The District shall require the use of benefits authorized under this section before permitting utilization of benefits authorized in Personal Necessity Leave.

8.4.1 For the purposes of this section and any other section, "Immediate Family" mean spouse, domestic partner, child, or foster child; the parent, grandparent, grandchild, child's spouse, sibling or sibling's child of the employee or the employee's spouse or domestic partner. "Step" is included in all options defined as immediate family shall also include any relative living in the immediate household of the employee.

8.5 Personal Necessity Leave: Up to seven (7) days of sick leave may be used in cases of personal necessity.

8.5.1 Death of a member of the immediate family, when leave in addition to Bereavement Leave is required.

8.5.2 Accident to the employee or the employee's property or the person or property of a member of the employee's immediate family.

8.5.3 Court appearance as litigant, party or witness.

8.5.4 Critical illness of member of the employee's immediate family. The term "critical illness" as used herein indicates there serious doubt concerning the survival of the patient.

8.5.5 Advance notification will not be required when circumstances do not permit, but advance notification is required when reasonable possible and earliest possible notification required.

8.5.6 The District retains the right to require appropriate proof of personal necessity before authorizing/crediting absences.

8.6 Jury Duty: The employee shall receive his/her rate of pay for any day of jury duty which occurs on a normal work day.

8.6.1 The employee shall endorse and present to the District any warrants which represent payment for jury service.

8.6.2. If the employee is released from jury duty prior to the close of work assignment, employee shall return to the work station. Employee whose assignment begins after lunch will be excused from a normal day.

8.6.3 If an employee is requested to appear in court under subpoena or judicial mandate, he/she shall be released from duty under this provision. At the time of receiving a subpoena, witness fees are to be requested from the process server.

8.6.4 If an employee serves on a Grand Jury that employee will be in an unpaid leave status for the duration of his/her service on the Grand Jury. If after one calendar year the employee is still in service to the Grand Jury their position will be opened and the employee will be placed on a 39 month rehire list according to seniority.

8.7 Other Leaves: The parties acknowledge that other categories of leave exist, and may be available to bargaining unit personnel:

8.7.1 Certain categories of leave, such as Military Leave, are authorized by the California Education Code, and other California statutes, and the parties acknowledge that mandatory provisions of such statutes shall be available for use by bargaining unit personnel.

8.7.2 The parties recognize and acknowledge that the District Board of Trustees has sole, exclusive and discretionary right to grant such other leaves of absence, paid or unpaid, as the Board sees fit and proper, on condition that no such leave shall individually exceed any one (1) school year.

8.8 Military Leave: A bargaining unit member 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.

8.9 Bargaining unit members shall be allowed to participate in the catastrophic leave program under the provisions set forth by District policy.

ARTICLE 9 HOLIDAYS

9.1 The following days are designated as paid holidays for bargaining unit members:

- Independence Day
- Labor Day
- Admission Day (as a floater holiday)
- Veterans Day
- Thanksgiving Day
- The Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Lincoln's Day
- Washington's/President's Day
- Memorial Day

9.1.1 In addition, every day declared by the Governor of this State as a public fast, mourning, thanksgiving, and which is declared a paid holiday for the state employees, or any day declared a paid holiday by the Governing Board under the Education Code, shall be a paid holiday for bargaining unit employees.

9.1.2 Holidays shall be observed on their customary or traditional day, or on the day that State law designates, except that the District may reschedule specific observance days when such rescheduling enhances continuity of the student attendance schedule, and upon prior consultation with CSEA.

9.1.3 The Christmas Eve and New Year's Eve holiday may be rescheduled, in any given year, to the day following Christmas Day and New Year's Day by mutual agreement of both the District and CSEA.

9.1.4 For school years where students are not in session the day prior to Thanksgiving, all members will work a four (4) hour day and receive four (4) hours of holiday pay on the Wednesday prior to Thanksgiving.

For school years where students *are* in session the day prior to Thanksgiving, all members will be required to work a full day, but will be allotted a four (4) hour floating holiday to be used after Thanksgiving and before June 30 of that given year. This four (4) hour holiday must be taken and cannot be cashed out or rolled over to a subsequent year.

9.2 An employee must be in paid status on their regularly assigned workday which immediately precedes or succeeds the holiday in order to be eligible for the holiday.

9.3 Part-time employees are only eligible for those holidays which fall within their part-time work year, if applicable, and holiday part for part-time personnel shall be prorated in accordance with the employee's work assignment.

9.4 When a holiday falls on a Saturday, the preceding workday not a holiday shall normally be deemed to be the holiday; when a holiday falls on a Sunday, the following workday not a holiday shall normally be deemed to be the holiday.

9.5 Admission Day will be granted to each bargaining unit member as one (1) day of vacation each year. The day will be treated as a vacation day and will be subject to the provisions found in Article 10 of the collective bargaining agreement.

ARTICLE 10 VACATIONS

10.1 Bargaining unit members shall earn paid vacation benefits in accordance with the provisions of this Article.

10.2 Benefits and Accumulation of Benefits: Vacation benefits shall be earned on a fiscal year (1 July to 30 June) basis, in accordance with the following earning/accumulation schedule:

10.2.1 0 through 5 years of service 1.00 day for each full month's service.

10.2.2 6 through 10 years of service 1.25 days for each full month's service.

10.2.3 11 through 15 years of service 1.50 days for each full month's service.

10.2.4 15+ years of service 1.75 days for each full month's service.

10.2.5 Vacation benefits shall be prorated for part-time employees.

10.2.6 Vacation shall be earned, but shall not be vested, and may not be taken during the probation period.

10.3 Scheduling and Utilization: All utilization of vacation benefits shall be in accordance with the following procedures and provisions:

10.3.1. The scheduling of vacations shall be at the discretion of the District Superintendent or designee upon request by the employee.

10.3.2 No employee may take more than three (3) weeks consecutive vacation without written approval by the Superintendent. Requests for such lengthy vacation schedules must be submitted, in writing, to the Superintendent at least thirty (30) days prior to the desired vacation.

10.3.3 Up to two years vacation accumulation may be accrued, but vacation must be taken prior to conclusion of the second year. Any vacation accrual which exceeds the two year accumulation ceiling shall be paid at the conclusion of the school year.

10.3.4 If any permanent employee has accrued unused vacation at the time of separation from employment, the employee shall receive a lump sum cash payment for unused, earned vacation benefits.

10.3.5 Holidays which fall during an employee's vacation period shall be credited as holidays, and shall not be deemed vacation or deducted from the employee's vacation accumulation.

10.3.6 If a bargaining unit employee becomes ill or is injured and disabled the time the employee's vacation is about to commence, or during the course of the vacation, the employee may request that he/she be placed on sick leave, or on another, appropriate leave as may be authorized under the provisions of Article 8, "Leaves", and the employee's vacation benefits shall not be charged for the absence. After the employee's return to health, or upon other request by the employee, the District will assist the employee to schedule and utilize remaining vacation benefits.

ARTICLE 11 WORK YEAR, WORKWEEK, WORKDAY

11.1 The work year shall be 1 July through 30 June, inclusive; the work week shall be five (5) consecutive days, inclusive; the work day shall be eight (8) consecutive working hours.

11.1.1 The definitions above must be fully met in all specifics to constitute full-time employment status; all other work schedules shall be deemed part-time employment positions, except that those persons working forty (40) hours a week shall be considered full-time employees, regardless of shift anomalies.

11.2 The parties agree that the District shall have the right to establish the work year, workweek, or workday for any newly created positions. Once established, any changes in the work year, workweek and workday shall only be changed upon mutual written agreement between the District and CSEA.

11.2.1 Each employee shall have a fixed, regular and ascertainable minimum number of hours. When starting and ending time changes are required to accommodate the student attendance day, the District may make such changes, except such changes shall not exceed thirty minutes. The District shall not change the work assignment of any existing position unless such is agreed to by CSEA.

11.2.2 Assignment of additional work hours to a part-time assignment shall not necessarily be deemed to permanently increase such part-time assignment unless such increase is specifically announced and stipulated by the District. Except, any employee who works a minimum of thirty (30) minutes or more in excess of the regular part-time assignment for a period of twenty (20) consecutive days of more shall have their basic assignment changed to reflect the longer hours in order to acquire employee benefits on a properly prorated basis. When such additional hours permanently increase the part-time position, that increased part-time

position shall be open to the bargaining unit members, if such members apply for such position in accordance with the provisions of Article 22, "Transfers".

11.3 Lunch Periods: All employees whose assigned shift is six (6) hours or more, shall be entitled to an uninterrupted lunch period, which shall be scheduled at the approximate midpoint of the workday. The lunch period shall not be longer than one (1), nor shorter than one-half (1/2) hour in duration.

11.4 Rest Periods: All bargaining unit employees shall be granted rest periods, which, insofar as practicable, 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. Specific rest periods may be designated and assigned by the immediate supervisor when the operational needs of the District require structured and controlled rest scheduling.

11.5 Overtime: "Overtime" is defined as work assigned, suffered or permitted in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek. Employees shall be paid one and one-half (1-1/2) times their regular rate of pay, or may be granted Compensatory Time Off (CTO), when the following criteria are met:

- a) All overtime work should be by specific assignment by the immediate supervisor; and
- b) The overtime assignment, the number of overtime hours and the mode of overtime payment (i.e., cash payment of CTO) shall be officially determined and documented, and maintained on file in the District Office.
- c) Any CTO accumulated by an employee must be scheduled and taken not later than 15 August of the School Year following the School Year in which CTO is earned. Any accumulated CTO earned but not used by 15 August shall be paid in cash at the appropriate overtime rate.

11.5.1 All hours worked on holidays designated by this Agreement shall be compensated at one and one-half (1-1/2) times the regular rate of pay in addition to the holiday pay.

11.5.2 All hours worked on the sixth and seventh consecutive workdays shall be compensated at one and one-half (1-1/2) times the regular rate of pay.

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

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

11.5.5 Standby Time: All standby time, on the work premises or off, shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

11.5.6 Call Back Time: Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate of pay under the Agreement.

11.6 CSEA and the District agree to a four (4) day work schedule during the summer vacation ending the week prior to the first certificated teacher workday of the new school year. The number of hours worked per day during the four (4) day workweek shall be ten (10). Employees shall not be eligible for overtime pay for regularly assigned hours unless the number of hours worked per day exceeds ten (1) or the total hours per week exceed forty (40).

This provision shall be immediately terminated if found to be in violation or conflict with any federal or state laws or regulations with a five (5) day a week schedule of eight (8) hours per day being reinstated.

Due to maintenance and custodial limitation created by the four (4) day workweek, maintenance/custodial employees agree to work assignments outside of the normal summer work schedule in order to complete work assignments that must be performed outside of the regular workday in order to not interrupt district operation or services.

ARTICLE 12 SALARIES

12.1 All bargaining unit members shall receive pay in accordance with the Bargaining Unit Salary Schedule, which appended hereto (Appendix A), and which is incorporated into this Agreement by reference.

12.2 Pay Procedures:

12.2.1 Monthly paychecks shall be issued and payable on the last working day of each month; overtime and other casual/incidental pay shall be paid on the County Superintendent's monthly supplemental payroll.

12.2.2 Any payroll error resulting significant financial hardship to the bargaining unit worker shall be corrected, and supplemental check issued accordance with the applicable provisions of law. Any error shall be immediately reported.

12.2.3 Authorization for payroll deductions may be completed on appropriate forms and filed with the District Office. The District will attempt to honor payroll deduction requests, but final approval/disapproval shall be determined by the Nevada County Superintendent's office.

12.3 In addition to salaries provided in Section 12.1, 12.2, and 12.3 above, employees shall also receive compensation in the form of certain health and welfare benefits, as provided and expressed in Article 13, "Health and Welfare Benefits" of this Agreement, and on Appendix A.

12.4 Mileage: Any employee required and assigned to use his/her privately owned vehicle for District business shall be reimbursed at the mileage rate set forth by the Federal Government for such reimbursement. Reimbursement shall be for miles actually driven in connection with the assigned District business, and shall be paid on supplementary warrant which only reflects business travel reimbursement.

ARTICLE 13 HEALTH AND WELFARE BENEFITS

13.1 Fulltime bargaining unit members and their dependents shall be eligible for participation in the following District sponsored health and welfare insurance benefits:

13.1.1 Major Medical Insurance Plan: Schools Insurance Group (SIG) plans which include Kaiser, Sutter Health Plus, Western Health Advantage (where available) and Blue Shield.

13.1.2 Dental Insurance Plan: Delta Dental Service/SIG Administration, Employees and Dependents, Plan 1, with \$1500 per person maximum per year, with 50% orthodontia.

13.1.3 Vision Plan: Vision Service Plan, SIG Vision Care Plan C, \$10 deductible.

13.2 District Contributions: The District agrees to make the contributions towards the above health and welfare insurance as listed on Appendix A. Effective July 1, 2011 the District shall increase their contribution to health and welfare benefits by \$50 per month per full time employee.

13.3 Retirees: Retirees, who are at least 55 years of age, shall be eligible for participation in these benefits at their own expense. Participating retirees shall prepay required premiums either quarterly or annually to the District.

13.4 Part-time bargaining unit members shall be eligible for participation in benefits provided through this Article, but such participation shall be prorated in accordance with the employees work assigned.

13.5 State Disability Insurance: Effective October 1, 1986, the District agrees to become a participating employer for the purposes of introducing and implementing State Disability Insurance coverage for the bargaining unit. The District agrees to deduct appropriate premiums from the monthly pay of each bargaining unit member and to remit such premiums in accordance with the applicable regulations of the administering agency. State Disability Insurance will be integrated with sick leave.

13.6 The District agrees to continue to make an approved IRS 125 Plan available.

ARTICLE 14 EVALUATIONS

14.1 Evaluations for all bargaining unit members shall be obtained at specified intervals during the work year. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and evaluator. No evaluation shall be based solely upon unsubstantiated hearsay information, and any negative evaluation shall include specific recommendations for improvement, 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 Article 6, "Employee Rights", Section 6.4, "Personnel Files".

14.2 Evaluations shall be reported to the Personnel Office on the appropriate forms:

14.2.1 Evaluations for all permanent employees shall be submitted in May of each year. A special rating may be submitted before May, if it is desired by the Administrative office, Principal, or Supervisor. Permanent employees shall be allowed to review their rating forms before the forms are submitted to the Personnel Office. If the employee refuses to sign the evaluation, the immediate supervisor and a witness may sign the document as proof that the employee received the evaluation.

14.3 To the extent that it is feasible and practicable, each rating report should reflect the combined evaluation judgment and review of both the immediate supervisor and the administrative officer immediately associated with the employee.

14.4 Review: Any employee who has reason to question any aspect of the evaluation, or who is concerned about the conditions of employment or any other matter having a bearing on the evaluation has a right to a review of the situation by the Superintendent.

14.5 It is understood and agreed that the employee evaluations are intended to recognize or commend an employee that meets or exceeds the District's expectations as well as to help an employee improve deficient performance.

ARTICLE 15 SAFETY CONDITIONS OF EMPLOYMENT

15.1 It the desire and intention of all concerned to maintain high standards for safety in order to eliminate, as much as possible, industrial accidents and illnesses.

15.2 The employee as a group shall have a minimum of four (4), preferably six (6), meetings per year with the supervisor. These meetings shall be scheduled to coincide with in-service days, Christmas, Easter, and summer recesses. The subjects of meetings will include, but not be limited to safety, problem solving, teaching the use of new products, effective communication.

15.3 Bargaining unit members who believe that some aspect of their work, or some specific assignment, is not safe, or might unduly endanger the health or safety of either the member or other persons, shall immediately report such

situation or concern to the immediate supervisor. If the employee is not satisfied with the response of the supervisor, the situation/concern may be reported to the District Safety Committee and/or to the CSEA representative on the District Safety Committee.

15.3.1 Bargaining unit members shall not be disciplined for refusal to perform an assigned task if an inquiry by the Board of Trustees subsequently determines that the subject task was unduly dangerous to the employee, except that employees shall not refuse to perform assigned/necessary work when the health and lives of other District employees or student, is in jeopardy, and when employees are specifically directed to participate such emergency procedures or efforts.

ARTICLE 16 LAYOFF AND REEMPLOYMENT

16.0 It is specifically understood and agreed that lay-off is a management decision and prerogative, and that management empowered to make such decision(s) unilaterally and exclusive of the collective bargaining process.

16.0.1 Layoff is defined as separation from service because of lack of funds and/or lack of work.

16.1 It is further understood and acknowledged that the effects of management's layoff decision are bargainable, and the parties therefore agree to the following procedures should the District make decision(s) to lay off bargaining unit employees during the term of this Agreement:

16.1.1 The District will notify the Association of the impending layoffs no less than ten (10) days prior to the Board taking action on said layoffs.

16.1.2 A written notice of layoff shall be sent by certified mail or personal service to the affected employee(s) generally not less than forty five (45) days prior to the effective date of the layoff, except as otherwise provided by the Education Code. Copies of each notice shall be sent to the president of the CSEA chapter.

16.1.3 The notice shall contain: 1) the reason for layoff and its effective date; 2) the employee's displacement rights, if any; and 3) the employee's re employment rights.

16.1.4 Within fifteen (15) work days following notification, the District and the Association meet to negotiate any effects of the impending layoffs.

16.2 Employees who take a voluntary demotion in lieu of layoff shall be granted the same rights as persons laid off and shall retain the right of first refusal for re-employment into their former class for a period of up to 63 months.

16.3 Employees who take voluntary reductions in assigned time in order to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain the right of first refusal for restoration to their original assignment for a period of up to 63 months.

16.3 Persons laid off because of lack of work or lack of funds will be placed on a re-employment list and will have first right of refusal for re-employment in the same classification for a period of 39 months. Re employment shall be in reverse order of layoff and in preference to new employees.

16.4 Employees having been placed on the re-employment list shall be rehired in order of seniority to their former classification without examination. Employees may apply on an open basis for other positions subject to their qualifications through prevailing examination procedures.

16.5 The district shall negotiate any reduction in hours prior to notification and implementation of any reductions.

ARTICLE 17 DISCIPLINARY ACTION

17.0 Application and Authority

17.1.1 This Article shall apply to permanent bargaining unit members only.

17.1.2 This Article shall be the sole and exclusive provisions pertaining to discipline and dismissal.

17.1.3 "Discipline", as used in this Article, means suspension without pay, involuntary demotion and/or termination from employment, which shall be initiated at the sole discretion and authority of the District. Other, informal disciplinary actions, such as oral reprimands, written reprimands and warnings, may be administered informally, without being subject to the provision of this Article, by the immediate supervisor.

17.2 Procedure

17.2.1 The Superintendent shall initiate all disciplinary actions. That may result in the demotion, suspension or dismissal of an employee.

17.2.2 No permanent employee shall be suspended, demoted or dismissed unless there is served upon said employee a written notice of suspension, demotion or dismissal, signed by the Superintendent, and stating the reason for the suspension, demotion or dismissal, and stating the effective date thereof.

17.2.3 The written notice of suspension, demotion or dismissal must be served on the employee in person or by certified mail prior to the disciplinary action becoming effective, except where circumstances require immediate action.

17.2.4 The notice shall be included in the employee's personnel file, and a copy of the notice shall be sent to the Association. The notice shall include:

- A statement of the proposed disciplinary action;
- A statement of the cause(s), specifying acts and/or omissions, upon which the disciplinary action is based;
- Designation of rule or regulation (if any) which the employee has violated;
- A statement of the employee's right to review written materials upon which the disciplinary action is based;
- A statement of the employee's right to respond within a designated period of time.

17.2.5 Skelly Hearing: The employee shall have the right to meet with the disciplinary authority/Superintendent within ten (10) days of notice of disciplinary action for the purpose of presenting the employee's position regarding the circumstances and events underlying the proposed discipline. The employee shall have the right to CSEA representation at such meeting. Failure of the employee to commence the appeal process by this meeting shall be deemed employee acceptance of the proposed discipline and shall abrogate any further or subsequent right to appeal.

17.3 All discipline under the authority of the Article shall be for cause, as shall be specified the notice of proposed disciplinary action.

17.4 Hearing Procedures

17.4.1 If the employee dissatisfied with the final decision of the disciplinary authority/Superintendent under the notification and Skelly Hearing steps, the employee may appeal the disciplinary decision to the Board of

Trustees. Written notice of appeal must be filed with the Superintendent within five (5) days of the receipt of the Skelly Hearing decision.

17.4.2 The Board of Trustees shall schedule a Disciplinary hearing at its next regularly scheduled regular meeting, or the Board may schedule a special meeting for the purposes of the disciplinary hearing, if the Board so desires. The hearing shall be open or closed session, as requested by the employee. At the hearing, the employee and his/her representative shall have opportunity to testify, present evidence and witnesses pertaining to the proposed disciplinary action. Within ten (10) days after the hearing, the Board of Trustees shall deliver to the employee and his/her representative the Board's written decision.

7.4.3 The decision of the Board of Trustees shall be final and binding on all parties.

ARTICLE 18 EFFECT OF AGREEMENT

18.1 It is understood and agreed that the specific provisions of this Agreement shall prevail over District practices and procedures and over State laws, to the extent permitted by State law, and that the absence of specific provisions in this Agreement, such practices and procedures are the discretionary right and jurisdiction of the District.

18.2 However, these provisions do not constitute a waiver of bargaining rights for any matters which are within the scope of representation, which are not specifically addressed elsewhere in this Agreement and which are not specifically the subject of some other waiver of bargaining statement.

ARTICLE 19 PAST PRACTICES

19.1 Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practice, tradition or accumulation of any employee rights or privileges, other than those expressly stated herein.

ARTICLE 20 TRANSFERS AND PROMOTION

20.1 "Transfer" Is a temporary or permanent change of work location.

20.2 Temporary transfers may be made at the necessity of the District workload/work demand requirements, but temporary transfers shall not exceed thirty (30) workdays duration during any consecutive twelve (12) month period, unless agreed to by the affected employee in writing.

20.3 Employees who are desirous of permanent transfer may submit such requests in writing to the Personnel Office, and such request shall be given first consideration when vacancies occur.

20.4 Posting of Vacancies: Notice of any vacancy of an existing position, or creation of any new position, within the bargaining unit shall be posted for at least five (5) working days at all work locations prior to filling of the position. Bargaining unit personnel interested in the announced positions(s) shall submit specific transfer requests to the Personnel Office during the posting period.

20.5 The District agrees to consider the needs and preferences of employees when considering personnel changes which may involve transfers, but it is recognized and acknowledged that the workload requirements of the District must supersede the personal preferences of individual personnel either for or against the transfer. The District agrees that transfer shall not be directed for specious or harassment purposes, not for punitive purposes, except that some mutually agreed transfers may be considered and accomplished as part of a disciplinary, evaluation or other remedial program or effort.

20.6 Current unit members shall be given first consideration for employment to vacant positions for which they are qualified. Unit members shall be granted an interview for any vacant position when they apply in a timely manner and demonstrate the qualifications and/or abilities for the job/position. Upon written request by an applicant, the District shall provide a written statement of the specific reasons why the promotion was denied. Promotions will not be denied for arbitrary or capricious reasons.

20.7 Vacancies will be posted at the District Office for no less than five (5) working days and copies will be distributed to be posted on bulletin boards at each job site.

20.8 The vacancy notice will normally include the job title, a brief description of the position and duties, the minimum qualifications, hours, shift, salary range and the deadline for applications.

20.9 If one of more unit members is equally qualified for the positions, seniority and relative performance of past work will be given equal priority as selection criteria.

**ARTICLE 21
TERM/RE-OPENERS**

21.1 This Agreement shall be in effect beginning on or after July 1, 2017 through June 30, 2020. The parties agree to return to the table to conduct successor negotiations upon notice by either party during 2017-2018.

For the 2018/19 and 2019/20 school years Article 12: Salary and Article 13: Benefits shall be reopened. In addition, both the District and CSEA shall have the option to reopen an additional article. For the 2020/21 school year CSEA and the District shall have the option to open as many Articles as desired.

FOR THE DISTRICT

FOR THE ASSOCIATION

DATE

DATE

**ARTICLE 22
EMPLOYMENT**

No employee or person seeking employment shall be employed, discharged, or in any way favored or discriminated against because of race, color, religion, national origin, age, sex, disability, ancestry, marital status, nationality or sexual orientation.