

**MASTER CONTRACT**

**BETWEEN**

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION**

**(C.S.E.A. CHAPTER #231)**

**and**

**SELMA UNIFIED SCHOOL DISTRICT**

**July 1, 2018 – June 30, 2021  
(Contract Reopeners Spring 2019)**

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1 **PREAMBLE**

2       This agreement is made and entered into this 2nd day of July 2018, by and  
3 between the Selma Unified School District, hereinafter referred to as the District,  
4 and the California School Employees Association and its California School  
5 Employees Association Chapter 231 or its successors, hereinafter referred to as  
6 CSEA Chapter 231.

7       The purpose of this agreement is to promote the improvement of personnel  
8 management and employer-employee relations, provide an equitable and peaceful  
9 procedure for the procedures for the resolution of differences, and establish rates of  
10 pay and other terms and conditions of employment.

11 //



1 **ARTICLE I - RECOGNITION**

2 1. **Acknowledgment:**

3           The District hereby acknowledges that CSEA Chapter 231 is the  
4 exclusive bargaining representative for all classified employees holding  
5 those positions described in Appendix 1 attached hereto and incorporated by  
6 reference as a part of this agreement. All newly created positions, except  
7 those that lawfully are certificated, management, confidential, or supervisory  
8 shall be assigned to the bargaining unit. The determination of management,  
9 confidential, or supervisory employees shall be made by mutual agreement  
10 between the District and CSEA Chapter 231. Disputed cases may be  
11 submitted to the PERB for resolution. The bargaining unit may be expanded  
12 to other classes by mutual agreement of the District and CSEA Chapter 231  
13 subject to the rules of PERB.

14 2. **Scope of Representation:**

15           The scope of representation shall be limited to the provisions of the  
16 Rodda Act (AB 160) and shall be binding upon both parties to the agreement.

17           Items that may be determined by the Public Employment Relations  
18 Board or other legal authority to be outside the scope or representation shall  
19 not be binding upon either party if challenged.

20 //

1 **ARTICLE II - NO DISCRIMINATION**

2 **1. Discrimination Prohibited:**

3 No employee in the bargaining unit shall be appointed, reduced,  
4 removed, or in any way favored, discriminated against, harassed,  
5 intimidated, and/or bullied because of his/her political opinions or  
6 affiliations, or on the basis of actual or perceived race or ethnicity, religion,  
7 color, nationality, ancestry, age, physical or mental disability, medical  
8 condition, genetic information, military and veteran status, marital status,  
9 pregnancy, gender, gender identity, gender expression, sex, or sexual  
10 orientation, or association with a person or a group with one or more of these  
11 actual or perceived characteristics.

12 **2. No Discrimination on Account of CSEA Chapter 231 Activity:**

13 Neither the District nor CSEA Chapter 231 shall interfere with,  
14 intimidate, restrain, coerce, or discriminate against employees because of the  
15 exercise of rights to engage or not to engage in CSEA Chapter 231 activity.

16 //

1 **ARTICLE III - ORGANIZATIONAL SECURITY AND EMPLOYEE**  
2 **ORGANIZATION RIGHTS AND RESPONSIBILITIES**

3 **1. Check Off:**

4 CSEA Chapter 231 shall have the sole and exclusive right to have  
5 membership dues, initiation and service fees deducted for employees in  
6 the bargaining unit by the District. The District shall, upon appropriate  
7 written authorization from any employee, deduct and make appropriate  
8 remittance for insurance premiums, credit union payments, savings  
9 bonds, charitable donations, or other plans of programs jointly approved  
10 by CSEA Chapter 231 and the District. The District shall pay to the  
11 designated payee within fifteen (15) days of the deduction all sums so  
12 deducted.

13 **2. Initiation Fees and Dues:**

14 The District shall deduct the initiation fees and dues in accordance  
15 with the dues and service fee schedule from the wages of all employees  
16 who, after the date of this agreement, shall become members of CSEA  
17 Chapter 231 and submit to the District a dues authorization form.  
18 However, if any employee in the bargaining unit by reason of a  
19 religious/personal belief which does not permit the employee to pay  
20 representational fees to any employee organization, the employee may  
21 file an exemption form authorized by the District which will prohibit the  
22 District from making the designated deduction. If during the term of

1 **ARTICLE III - (cont.)**

2 this contract, a person elects to change his/her beliefs or position towards  
3 paying a representational fee, the exemption shall be voided. Further if  
4 an employee during the term of this contract seeks to join and/or be  
5 represented by an employee representational organization other than  
6 CSEA Chapter 231, his/her exemption shall be immediately voided.

7 A. Forms for employee exemption under this provision shall be  
8 developed with input from the CSEA Chapter 231.

9 **3. Hold Harmless Clause:**

10 CSEA Chapter 231 shall indemnify and hold the District harmless  
11 from any and all claims, demands or suits, or any other action arising  
12 from the organization security provisions contained herein.

13 **4. Information Supplied to Employee Organizations:**

14 The Superintendent or designee shall provide for employee groups,  
15 upon request, non-confidential information pertaining to employment  
16 conditions or employer/employee relations, and information concerning  
17 the financial conditions of the District. He/she will also, upon request,  
18 furnish to the president or secretary of the employee organization the  
19 following information:

20 A. A copy of the preliminary district budget for the ensuing year at the  
21 time the budget is under consideration by the Board and of the  
22 official budget when it is adopted.

1 **ARTICLE III - (cont.)**

2 B. New proposals for classified employees when copies are available  
3 for consideration by the Board after public presentation.

4 C. Proposed new or revised Board policies and administrative  
5 regulations affecting employer/employee relations. The District  
6 agrees to publish online Board agendas and minutes and to  
7 maintain all Board Policies, Administrative Regulations, and  
8 Exhibits on the District website, all of which are accessible to  
9 CSEA Chapter 231 members and the public.

10 **5. Employee Organization Rights:**

11 CSEA Chapter 231 and/or its representative recognized by the Board  
12 shall have:

13 A. The right to use school buildings at all reasonable hours for  
14 meetings. Permission of the appropriate management personnel  
15 shall be required. Such permission shall not be withheld  
16 unreasonably.

17 B. Access to the use of school facilities and equipment, including  
18 typewriters, computers, scanners, LCD projectors, DVD players,  
19 lumens projectors, fax machines, mimeographing machines, other  
20 duplicating equipment, calculating machines, and all types of  
21 audio-visual equipment at reasonable times when such equipment  
22 is not otherwise in use. No equipment shall be removed from

1 **ARTICLE III - (cont.)**

2 school property without approval by the appropriate management  
3 personnel. An organization will pay for damage incurred, loss or  
4 theft of borrowed property. Permission of the building principal  
5 or his/her designee shall be required. Such permission shall not be  
6 withheld unreasonably.

7 C. District vehicle(s) for use in association with the attendance of  
8 professional conferences, with prior permission. Such permission  
9 shall not be withheld unreasonably, and CSEA Chapter 231 shall  
10 be responsible for customary mileage reimbursement to the  
11 District.

12 D. The right to use the interschool message routing facilities and  
13 school mail boxes as it deems necessary. Permission of the  
14 appropriate management personnel or his/her designee shall be  
15 required. Such permission shall not be withheld unreasonably.  
16 Any employee may limit the use of his/her mailbox except for  
17 official school district material. If an employee does not want to  
18 receive information from an organization, he/she shall notify such  
19 organization in writing.

20 E. In each school building, space on an appropriate bulletin board.  
21 The location of such bulletin boards shall be agreed upon mutually  
22 by each organization and the building principal.

1 **ARTICLE III - (cont.)**

2 Materials to be posted shall be in good taste.

3 F. The right to request payroll deductions for dues, medical plans,  
4 and for other benefits in accordance with adopted Board policy.

5 **6. Restriction on District Negotiations and Agreements:**

6 The District shall conduct no negotiations nor enter into any  
7 agreement with any other organization on matters concerning the rights  
8 of bargaining unit employees and/or CSEA Chapter 231 without prior  
9 notice to and approval by CSEA Chapter 231 of the negotiations and the  
10 agreement.

11 **7. Distribution of Employee Handbooks of Information:**

12 The District shall provide all unit members with a unit member  
13 handbook. Such handbooks of information shall contain the items  
14 included in the Master Contract and other information as provided and/or  
15 required by the District. Such handbooks shall be annually updated. The  
16 District shall include in the unit member handbook the location(s) of all  
17 District policies and the classified Master Contract. Sites and  
18 departments may include specific information unique to a site or  
19 department; said information shall be approved by the Assistant  
20 Superintendent, Human Resources or Business/Support Services, and  
21 shall not contradict the Master Contract.

22 **8. Release Time:**

1 **ARTICLE III - (cont.)**

2 A. 1. Paid Release Time:

3 The District agrees to provide three hundred (300) hours of release  
4 time, without loss of compensation, to be used to conduct  
5 Association business, including but not limited to, new hire  
6 orientation, training(s), conference(s), and site visits. Association  
7 representatives must obtain prior approval from the Chapter  
8 President, who will provide at least forty-eight (48)-hours advance  
9 notice to the immediate supervisor and an Assistant  
10 Superintendent. The Association representative must record the  
11 time used on the District's automated absence system. Such  
12 release time shall not be used to re-negotiate this contract.

13 a. The Association shall have a right to meet with new hires or  
14 be present during new hire orientation. For this purpose, the  
15 release time for the Chapter President or designee providing the  
16 CSEA orientation shall be deducted from the three hundred (300)  
17 hours provided under 8.A.1 (above); however, each new hire will  
18 be given 30 minutes of paid duty time to meet with the CSEA  
19 Chapter President or designee.

20 2. In addition, the District agrees to provide an additional eighty (80)  
21 hours for any employee who holds a state CSEA position.

22 //



1 **ARTICLE IV - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

2 **1. Personnel Files:**

3 A. The personnel file of each unit member shall be maintained by the  
4 District administrator in charge of Personnel. Any files to be used  
5 for dismissal purposes kept by any supervisor of any unit member  
6 shall not contain any permanent material that is not in the main  
7 Personnel file. No adverse action of any kind shall be taken  
8 against a unit member based upon materials which are not in the  
9 Personnel file.

10 B. Unit members shall be provided with copies of any material  
11 including evaluations that are placed in their Personnel file. Such  
12 materials shall be dated and signed. Upon receipt of the materials,  
13 the unit member shall be notified in writing that the materials will  
14 be placed in his/her Personnel file after ten (10) days. After  
15 materials have been placed in the Personnel file, a unit member  
16 may write a response at any time, and the written response shall  
17 be attached to the original documents.

18 C. Under supervision, a unit member shall have the right at any  
19 reasonable time without loss of pay to examine and/or obtain  
20 copies of any material from the employee's Personnel file with the  
21 exception of documents obtained prior to the employment of the  
22 unit member or after employment as a result of promotional

1 **ARTICLE IV – (cont.)**

2 opportunities.

3 D. All Personnel files shall be kept in confidence and shall be  
4 available for inspection only in the proper administration of the  
5 District's affairs or the supervision of the unit member.

6 **2. Grievance Procedure:**

7 The unit member in the bargaining unit shall have the right to utilize  
8 the grievance procedure adopted by the District.

9 **3. Employee Safety:**

10 A unit member shall not be required to work under conditions that  
11 have been declared unsafe by a district appointed safety official.

12 A. The District shall conform to and comply with all health, safety  
13 and sanitation requirements imposed by state or federal law or  
14 regulations adopted under state or federal law.

15 B. A safety committee shall be formed composed of two (2) members  
16 appointed by CSEA. Such committee shall review health, safety,  
17 sanitation and working conditions.

18 C. The unit members of the committee shall be allowed reasonable  
19 release time to carry out their obligation under 3.B.

20 D. No unit member shall in any way be discriminated against as a  
21 result of reporting any conditions believed to be a violation of 3.A.

22 E. No employee shall be subjected to discipline for insubordination

1 **ARTICLE IV – (cont.)**

2 for refusing to work under conditions that have been declared  
3 unsafe by the district-appointed safety official or is a violation of  
4 the law.

5 **4. Employee Protection:**

6 A unit member may use reasonable force as is necessary to protect  
7 himself/herself from attack, to protect another person or property, to quell  
8 a disturbance threatening physical injury to others, or to obtain possession  
9 of weapons or other dangerous objects upon the person or within the  
10 control of a pupil.

11 A. The Board shall give full support including legal and other  
12 assistance for any assault upon the employee while acting in the  
13 discharge of his/her duties.

14 B. A unit member shall immediately report cases of assault suffered  
15 by him/her in connection with his/her employment to his/her  
16 superior. A report shall be made to law enforcement agencies.

17 C. Such notification shall be immediately forwarded to the  
18 Superintendent who shall comply with any reasonable request  
19 from the unit member for information in the possession of the  
20 Superintendent relating to the incident or the persons involved.  
21 The Superintendent shall act in appropriate ways as liaison  
22 between the unit member, the police and the courts. The Board

1 **ARTICLE IV – (cont.)**

2 shall reimburse the unit member for the cost of medical, surgical,  
3 or hospital services (less the amount of any insurance  
4 reimbursement) incurred as the result of any injury sustained in the  
5 course of his/her employment, within the provisions of insurance  
6 coverage and/or the Education Code.

7 **5. Complaints Against Classified Employees:**

8 A. **VERBAL** – A verbal complaint must be received by the unit  
9 member's immediate supervisor. When a definitive verbal  
10 complaint is made to the immediate supervisor involving a unit  
11 member, the District shall, within a period of two (2) days,  
12 notify the union's Chief Union Steward. Within three (3) days  
13 of the receipt of the complaint, the immediate supervisor shall  
14 investigate the facts of the complaint to determine if the  
15 complaint appears to have merit. If the complaint appears  
16 meritorious or otherwise may result in further action by the  
17 District, the unit member involved will be notified in a period  
18 not to exceed five (5) days from when the complaint was first  
19 received (non-school days excepted). If a meeting is required:

- 20 1. it shall be between the complainant and the unit member  
21 involved and shall be facilitated by the immediate supervisor;  
22 2. an interpreter will be provided by the District if one is

1 **ARTICLE IV – (cont.)**

2 necessary;

3 3. either party may have one representative present; and,

4 4. the immediate supervisor of the school may be present at  
5 his/her discretion.

6 Any record kept shall be solely for the purpose of showing that  
7 there was a complaint, that a conference was held, and the result  
8 of the conference.

9 a. The findings of the conference shall be provided in writing  
10 to the complainant and the unit member, and language shall  
11 be included to notify the unit member and the complainant  
12 that the complaint was deemed settled or unresolved.

13 b. If unresolved, the verbal complaint shall be referred to the  
14 Assistant Superintendent, Human Resources.

15 c. If unresolved, the verbal complaint shall be referred to the  
16 Superintendent.

17 d. If unresolved, the verbal complaint may be referred to the  
18 Board of Trustees, upon request of the Superintendent or  
19 the CSEA Selma Chapter 231 Executive Board.

20 **B. WRITTEN** – A written complaint must be received by the unit  
21 member's immediate supervisor. When a written complaint is  
22 made to the immediate supervisor involving a unit member, the

1 **ARTICLE IV – (cont.)**

2 District shall, within a period of two (2) days, notify the union's  
3 Chief Union Steward and provide him/her with a copy of the  
4 written complaint. The Chief Union Steward shall maintain  
5 confidentiality regarding the complaint. Within three (3) days of  
6 the receipt of the complaint, the immediate supervisor shall  
7 investigate the facts of the complaint to determine if the complaint  
8 appears to have merit. If the complaint appears meritorious or  
9 otherwise may result in any further action by the District, the unit  
10 member involved will be notified and shall be provided a copy of  
11 the complaint in a period not to exceed five (5) days from when  
12 the complaint was first received (non-school days excepted).

13 1. A conference shall be held with the complainant and unit  
14 member involved as the primary parties, and,

15 a. said conference shall be held within seven (7) school days  
16 after the receipt of the complaint by the unit member;

17 b. an interpreter will be furnished by the District if one is  
18 necessary;

19 c. either party may have one (1) representative present;

20 d. the immediate supervisor shall be present and shall  
21 facilitate the conference;

22 e. The findings of the conference shall be provided in

1 **ARTICLE IV - (cont.)**

2 writing to the complainant and the unit member, and  
3 language shall be included to notify the unit member and  
4 complainant that the complaint was deemed settled or  
5 unresolved.

6 1. If unresolved, the written complaint shall be referred to  
7 the Assistant Superintendent, Human Resources.

8 2. If unresolved, the written complaint shall be referred to  
9 the Superintendent.

10 3. If unresolved, the written complaint may be referred to  
11 the Board of Trustees, upon request of the  
12 Superintendent or the CSEA Selma Chapter 231  
13 Executive Board.

14 f. If the case is referred to the Board of Trustees, the  
15 complainant and the unit member will be given written  
16 notice. Said notice shall advise the unit member of  
17 his/her right to request an open hearing (Government  
18 Code 54957) and is to be received by the parties involved  
19 at least five (5) school days in advance of any  
20 consideration of the case.

21 g. No action shall be taken by the Board until the unit  
22 member has been granted a hearing in closed session.

1 **ARTICLE IV – (cont.)**

2 h. The unit member and the complainant are entitled to  
3 professional and/or legal representation at such hearing.

4 A record must be kept of the decision arrived at, and such  
5 decision must be placed in the minutes of the Board of  
6 Trustees. The decision must conform to the applicable  
7 provisions of the Education Code.

8 **6. Soliciting Funds from School Personnel:**

9 Because of the multiplicity of organizations and individuals seeking funds,  
10 in most instances for worthy purposes, all such groups or individuals shall  
11 be barred from directly soliciting contributions from school personnel with  
12 the exception of any charity recommended by the State Department of  
13 Education. All other agencies, as recommended by the Superintendent of  
14 Schools and approved by the Board, shall be granted the privilege of placing  
15 collection containers in each department/school outside the regular  
16 classrooms. Additional direct solicitation of funds from school personnel  
17 tends to defeat the educational values and frequently duplicates appeals made  
18 to the home. Unit members shall not collect such solicited funds nor shall  
19 any collection requests be submitted to the unit members.

20 **7. Instructional Setting:**

21 A unit member assigned to a regular classroom shall not be left (by a  
22 certificated person) unsupervised for more than one (1) hour per instructional



1 **ARTICLE IV - (cont.)**

2 day when students are present in an instructional setting. This provision does  
3 not apply to pull-out programs, small group student instructional or  
4 supervision outside the classroom setting.

5 **8. District Investigation of Missing District Property:**

6 A. District investigations related to missing District property will be  
7 conducted during regular working hours whenever possible.

8 B. In the event a unit member is absent when investigations are being  
9 conducted, every effort will be made to question/screen an absent  
10 unit member upon his/her return to work.

11 C. When the District is unable to comply with Item 8.B, above, and  
12 in order to complete an investigation in a timely manner, contact  
13 may need to be made by law enforcement and/or district officials  
14 at the unit member's place of residence. In cases of law  
15 enforcement involvement, every attempt will be made to conduct  
16 visitations to the unit member's home in an unmarked  
17 police/district vehicle.

18 D. If the District determines the use of a monitoring device is  
19 necessary to conduct an investigation, the District and CSEA  
20 shall meet and negotiate the effects prior to the installation of  
21 the monitoring device(s).

22 **9. Disciplinary Conversations:**

1 **ARTICLE IV - (cont.)**

2           Disciplinary conversations between a unit member and his/her  
3           supervisor shall be conducted confidentially; therefore, no unit member  
4           shall be disciplined publicly.

5    //

## ARTICLE V - DISTRICT RIGHTS

### 1. District Rights:

It is understood that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in these duties and powers is the right to: direct the work of its employees, determine the method, means and services to be provided; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop a budget; determine the methods of raising revenue; and, contract out of work in conformance with the law, the decision and effects of contracting out work that is routinely and customarily performed by classified bargaining unit members shall be negotiated between the District and CSEA. In addition, the District retains the right to manage and direct all aspects of the hiring process, evaluate, transfer, promote, demote, and discipline, and terminate employees in accordance with the Collective Bargaining Agreement and Education Code, and to take action on any matter in the event of an emergency.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connections therewith, shall be limited only by the

**ARTICLE V - (cont.)**

specific and express term of the District policy, and then only to the extent  
such specific and express terms are in conformance with the laws of the  
State of California.

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## ARTICLE VI – DEFINITIONS

1. “Academic Year” is the period from August through June when students are normally required to be in attendance and includes all recess periods falling within that time span.
2. “Allocation” is the placement of a classification on a specific salary schedule range or rate.
3. “Classification Series” is any group of positions sufficiently similar in duties, responsibilities and authority. (i.e. Campus Safety Series, Child Nutrition Series, Clerical Series, Fiscal Series, Health Services Series, Information Technology Series, Instructional Support Series, Maintenance/Operations/Transportation Series, and Secretarial Series.)
4. “Classification” is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.
5. “Compensatory Time Off” is time taken in lieu of financial compensation for hours worked beyond an hourly employee’s regular shift.
6. “Days” are the days that the Selma Unified School District Office is open for a regular work day, unless a different intent is expressed.

1 **ARTICLE VI – (cont.)**

2 7. “Demotion” is a change in assignment of a unit member from a position  
3 in one classification to a position in another classification that is  
4 allocated to a lower maximum salary rate or an assignment to a position  
5 of less responsibility.

6 8. “Differential” is a salary allowance, in addition to the basic rate or  
7 schedule, based upon additional skills, responsibilities, hours of  
8 employment, or distasteful or hazardous work.

9 9. “Exempt Employee” is an employee who is exempt from Fair Labor  
10 Standards Act (FLSA) minimum wage and overtime provisions.

11 10. “Fiscal Year and School Year” is July 1 through June 30.

12 11. “Health and Welfare Benefits” means any form of insurance or similar  
13 benefit programs, including, but not limited to, medical, hospitalization,  
14 surgical, prescription drugs, dental, optical, psychiatric, life disability,  
15 prepaid legal, or income protection insurance, or annuity programs.

16 12. “Incumbent” is a unit member assigned to a position and who is currently  
17 serving in or on leave from the position.

18 13. “Industrial Accident or Illness” is any injury or illness arising out of or  
19 in the course of employment with the District.

20 14. “Involuntary Demotion” is a demotion without the unit member’s  
21 voluntary written consent.

22 15. “Job Description” is the description of the duties, responsibilities,

**ARTICLE VI – (cont.)**

position requirements, working conditions, and minimum qualifications in a classification.

16. “Leave” means any provision concerning any form of employee leave including, but not limited to, sick leave, vacations, personal leave, industrial accident or illness leave, holidays or training leave.

17. “Minimum Qualifications” are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific classification. Minimum qualifications shall be determined by the District.

18. “Non-Exempt Employee” is an employee who is protected by the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions.

19. “Permanent Unit Member” is a regular unit member who successfully completes an initial probationary period.

20. “Probationary Unit Member” is a newly hired classified unit member who attains permanent status upon completion of a probationary period of one hundred thirty (130) days of paid service. Unit members must serve one hundred thirty (130) days of paid service as a probationary period for each new classification.

21. “Promotion” occurs when a unit member applies, is selected, and accepts a position in a higher classification than the unit member’s present classification.

**ARTICLE VI - (cont.)**

22. "Reallocation" is movement of an entire class from one salary range or rate to another salary range or rate.

23. "Reclassification" is the upgrading of a position to a higher classification as a result of the increase of the duties and/or responsibilities.

24. "Regular Unit Member" is any employee, whether permanent, probationary, full-time, part-time, who is not a restricted, substitute, short-term or student employee.

25. "Representative" means any member of the exclusive bargaining unit approved by CSEA.

26. "Restricted Unit Member" is an employee hired pursuant to any local, state or federally funded program which restricts employment to persons in low income groups, designated impoverished areas, any other criteria which restricts the privilege of all citizens to compete for employment under that program, except as may otherwise be specified by this agreement.

27. "Safety Conditions of Employment" means any work-related conditions affecting the health, safety or welfare of the unit member.

28. "Salary Rate" is a specific amount of money paid for a specific period of service. "Regular" is the hourly base rate in Appendix 1.B, the Classified Employee Salary Schedule. Per California Labor Code, "Overtime" is time worked in excess of eight (8) hours in one day or in



1       **ARTICLE VI– (cont.)**

2               excess of forty (40) hours in one week. “Overtime” work shall be paid  
3               at one and one-half (1½) times the “Regular” rate. “Double Time” is  
4               time worked in excess of twelve (12) hours within a twenty-four (24)  
5               hour period and is paid at two (2) times the “Regular” rate.

6       29. “Salary Schedule” is a series of salary steps and ranges which comprise  
7               the rates of pay for all classifications.

8       30. “Salary Step” is one of the salary levels within the range of rates for a  
9               classification.

10      31. “Seniority” is the length of time a unit member works in a specific  
11             classification. Seniority is based upon date of hire in each classification  
12             served. Seniority for unit members with the same date of hire will be  
13             determined as per the Education Code.

14      32. “Short-Term Employee” is a person hired for a specific temporary  
15             project of limited duration which, when completed, shall no longer be  
16             required.

17      33. “Student Employee” is a student employed by the District.

18      34. “Substitute Employee” is a person hired on an as needed basis to perform  
19             the duties of a position: (1) during the temporary absence of a unit  
20             member who is regularly assigned to that position, or (2) on an interim  
21             basis (not to exceed sixty (60) calendar days as per Education Code  
22             45103) between the time a position becomes vacant and is subsequently

1       **ARTICLE VI – (cont.)**

2               filled by a regular unit member.

3       35. “Summer School” is that period when schools are in session between  
4               June and July which falls outside the academic year.

5       36. “Transfer” is a relocation from one work site to a different work site  
6               within the same classification.

7       37. “Uniforms” are any clothing of a particular color, design, pattern or style  
8               required to be worn by the District.

9       38. “Vacancy” is a position that remains funded but unfilled after all the  
10              transfers and promotions have been accomplished.

11      39. “Voluntary Demotion” is a demotion agreed to in writing by the unit  
12              member and the District.

13      40. “Working Hours” All hours in paid status shall be considered working  
14              hours.

15       //

1 **ARTICLE VII – EVALUATION OF CLASSIFIED PERSONNEL**

2 **1. Probationary Unit Member:**

3 A. Probationary unit members hired before February 11, 2020 shall  
4 serve a twelve (12) calendar month probationary period;  
5 probationary unit members hired on or after February 11, 2020  
6 shall serve a probationary period of one hundred thirty (130) days  
7 of paid service.

8 B. Probationary unit members shall be informed in writing of their  
9 designated evaluator thirty (30) working days from their date of  
10 hire.

11 C. The unit member shall be notified in writing of any change in  
12 evaluators; however, all evaluators shall have knowledge of the  
13 employee's job description and duties.

14 D. Probationary unit members shall be evaluated at least two (2)  
15 times during their initial probationary period, which is one  
16 hundred thirty (130) days of paid service.

17 E. The initial evaluation shall be conducted on or about the forty-fifth  
18 (45<sup>th</sup>) day of paid service of the probationary period.

19 F. The second evaluation shall be conducted on or about the one  
20 hundred tenth (110<sup>th</sup>) day of paid service of the probationary  
21 period.  
22

1 **ARTICLE VII – (cont.)**

2 G. For unit members hired before February 11, 2020, the third  
3 evaluation shall be conducted on or about the eleventh month of  
4 the probationary period.

5 H. Supervising managers may designate appropriate classified  
6 management or administrative personnel to make evaluations.

7 I. A written evaluation shall be on the appropriate district forms, and  
8 an evaluation conference shall be scheduled between the unit  
9 member and the evaluator to discuss the completed evaluation.  
10 The evaluation conference shall normally be held during the  
11 employee's regular work hours. If it is operationally necessary to  
12 conduct an evaluation outside normal work hours, the employee  
13 shall be compensated the appropriate rate.

14 J. The evaluator shall present the completed evaluation report,  
15 including any suggestions for improvement, if needed, to the unit  
16 member at the commencement of the evaluation and discuss it  
17 with him/her.

18 K. When "Needs Improvement" or "Unsatisfactory" is indicated on  
19 the form, written explanations and suggestions for improvement,  
20 as specific as possible, shall be included.

21 L. The unit member shall be requested to sign the evaluation (which  
22 does not imply concurrence) and shall be given a copy of the

1 **ARTICLE VII – (cont.)**

2 signed evaluation and recommendations at the completion of the  
3 evaluation conference.

4 M. The unit member may provide a written response to the evaluation  
5 for inclusion in the unit member's personnel file. The written  
6 response shall be attached to the evaluation instrument to which  
7 the response pertains.

8 N. Repeated inability to correct deficiencies by the employee during  
9 the probationary period shall result in termination at any time  
10 during the probationary period.

11 O. Regardless of promotion, a unit member serves one (1) initial  
12 probationary period of one hundred thirty (130) days of paid  
13 service from the date of hire. On the one hundred thirty-first  
14 (131<sup>st</sup>) day of paid service from the date of hire, the unit member  
15 becomes permanent.

16 P. Any probationary unit member promoted to a higher classification  
17 shall serve a new probationary period of one hundred thirty (130)  
18 days of paid service and shall be evaluated in accordance with  
19 items E, F, H, I and N above.

20 Q. Prior to permanency, if a unit member promotes and does not  
21 successfully complete the probationary period, the unit member  
22 has no displacement (bumping) rights.

1 **ARTICLE VII – (cont.)**

2 R. Prior to permanency, if a unit member promotes, then attains  
3 permanency after one hundred thirty (130) days of paid service,  
4 but does not successfully complete the probationary period in the  
5 new classification, the unit member has displacement (bumping)  
6 rights to a previously held position.

7 S. A probationary employee terminated for cause under Article XVII  
8 shall not have displacement (bumping) rights.

9 **2. Permanent Unit Member:**

10 A. Each permanent unit member shall be evaluated at least once  
11 annually prior to October 1st.

12 B. Supervising managers may designate appropriate classified  
13 management or administrative personnel to make evaluations.

14 C. Unit members shall be informed in writing of their designated  
15 evaluator by August 31<sup>st</sup> of each school year. Unit members shall  
16 be notified in writing of any changes in evaluators; however, all  
17 evaluators shall have knowledge of the employee's job description  
18 and duties.

19 D. A written evaluation shall be on the appropriate District forms and  
20 an evaluation conference shall be scheduled between the unit  
21 member and the evaluator to discuss the completed evaluation.  
22

1 **ARTICLE VII – (cont.)**

2           The evaluation conference shall normally be held during the  
3           employee's regular work hours. If it is operationally necessary to  
4           conduct an evaluation outside normal work hours, the employee  
5           shall be compensated the appropriate rate.

6           E. The evaluator shall present the completed evaluation report,  
7           including any suggestions for improvement, if needed, to the unit  
8           member at the commencement of the evaluation and discuss it  
9           with him/her.

10          F. When "Needs Improvement" or "Unsatisfactory" is indicated on  
11          the form pertaining to a permanent unit member, written  
12          explanations and suggestions for improvement, as specific as  
13          possible, shall be included.

14          G. The unit member shall be requested to sign the evaluation (which  
15          does not imply concurrence) and shall be given a copy of the  
16          signed evaluation and recommendations at the completion of the  
17          evaluation conference.

18          H. The Unit Member may provide a written response to the  
19          evaluation for inclusion in the Unit Member's personnel file. The  
20          written response shall be attached to the evaluation instrument to  
21          which the response pertains.

1 **ARTICLE VII – (cont.)**

2 I. Repeated inability to correct deficiencies by a unit member may  
3 result in disciplinary action, including but not limited to,  
4 suspension with or without pay, demotion and/or dismissal.

5 J. Any permanent unit member promoted to a higher classification  
6 shall serve a new probationary period of one hundred thirty (130)  
7 days of paid service and shall be evaluated on or about the forty-  
8 fifth (45<sup>th</sup>) and one hundred tenth (110<sup>th</sup>) days of paid service of  
9 the probationary period in accordance with items B and D-I  
10 above. In case of an unsatisfactory performance evaluation, the  
11 one hundred thirty (130) day probationary period may be  
12 extended, by mutual written agreement between the District and  
13 the Bargaining Unit Member, in sixty-day increments, not to  
14 exceed one (1) complete year.

15 K. Any permanent unit member who is promoted to a higher  
16 classification and is terminated from that position during the new  
17 probationary period shall have displacement (bumping) rights to  
18 previously held lower classifications.

19 //



1 **ARTICLE VIII – HOURS AND OVERTIME**

2 **1. Work Week/Work Shift**

3 A. The work week shall consist of forty (40) working hours between  
4 6:00 a.m. on Sunday and 6:00 a.m. the following Sunday. The  
5 schedule shall consist of five (5) consecutive days (including  
6 recognized holidays) with two (2) consecutive days off, exclusive  
7 of part-time unit members in the Adult School setting.

8 1. Part-time unit members in the Adult School setting shall work  
9 a four- (4-) day work week, Monday through Thursday, with  
10 three days of work consisting of 7.25 hours per day and one  
11 day of work consisting of 7.0 hours per day. Said unit  
12 members shall not be entitled to a health/welfare benefits  
13 package.

14 B. Work shift and daily schedule shall be determined by the District.  
15 Upon initial employment a unit member shall be advised of his/her  
16 work shift/daily schedule. Changes in work shift/daily schedule  
17 may not be made without five (5) work days' notice, which may  
18 be waived upon mutual written agreement between the unit  
19 member and the supervisor. However, in case of emergency,  
20 immediate changes may be made and a meeting held with the  
21 immediate supervisor as soon as practical after the change. Unit  
22 members may request a written explanation of changes.

1 **ARTICLE VIII – (cont.)**

2 C. On a Minimum Day, unit members will work their regularly  
3 contracted hours.

4 D. In the event of a Foggy Day Schedule, unit members whose job  
5 responsibilities directly impact students or whose duties and  
6 responsibilities are altered in the event of a Foggy Day Schedule,  
7 as determined by site/department administration, shall be provided  
8 with modified Foggy Day Schedules. For unit members whose job  
9 responsibilities may not be impacted, but whose parental  
10 responsibilities for child care may be impacted by a Foggy Day  
11 Schedule, supervisors shall work to accommodate unit members'  
12 need for a modified schedule.

13 1. Supervisors shall provide the modified schedules in writing to  
14 the unit members at the beginning of the year when their  
15 regular schedules are provided.

16 2. Unit members shall be allowed to make up hours missed for  
17 Foggy Day Schedules during the next scheduled regular work  
18 day. Unit members shall have twenty (20) work days to make  
19 up all missed work due to Foggy Day Schedules without a loss  
20 of pay. Supervisors shall jointly work with the unit members  
21 to accommodate reporting times to supplemental assignments  
22

1 **ARTICLE VIII – (cont.)**

2 (After School Programs), to other jobs held outside the District,  
3 or for other familial obligations.

4 **2. Adjustment of Assigned Time:**

5 Any unit member who works an average of fifteen (15) minutes or more  
6 per day in excess of his/her regular part-time assignment for a period of  
7 twenty (20) consecutive working days or more shall have his/her regular  
8 assignment adjusted upward to reflect the longer hours, effective with the  
9 next pay period. This provision shall not apply to extra work performed for  
10 another member on leave. Such work must be approved, in writing, by the  
11 unit member's immediate supervisor prior to the performance of the work  
12 and reported to the District Office on the electronic time recording device  
13 provided.

14 **3. Lunch Periods:**

15 A. All unit members covered by this Agreement who work six (6) hours  
16 or more per day, as assigned to their regular shift, shall be entitled to  
17 a duty free lunch period. The length of time for such lunch period  
18 shall not be less than one-half (1/2) hour nor longer than one (1) hour  
19 except for the Transportation Department for which said period shall  
20 not exceed two (2) hours. The lunch period shall be scheduled for  
21 full-time unit members at or about the midpoint of each work shift.  
22

1 **ARTICLE VIII – (cont.)**

2 B. Unit members working less than six (6) hours per day in their regular  
3 shift, may, by mutual written agreement with the immediate  
4 supervisor, take an unpaid lunch period of not less than one-half (1/2)  
5 hour and not more than one (1) hour, excluding unit members in the  
6 Transportation Department. The extension of the work day shall be  
7 completely voluntary by the unit member, and the length of time of  
8 the unpaid lunch period shall be mutually determined by the unit  
9 member and the supervisor. The agreement to, or refusal of, an unpaid  
10 lunch shall be recorded on district-provided forms, with a copy given  
11 to the unit member. The same provision applies to supplemental  
12 hours for summer school programs. In the event the unit member's  
13 regular work shift schedule is adjusted, the unit member shall have the  
14 right to rescind or modify their unpaid lunch period to meet the needs  
15 of the unit member.

16 **4. Rest Periods:**

- 17 A. Unit members working less than four (4) hours per day are not entitled  
18 to a paid rest period.
- 19 B. Unit members working four (4) hours per day and up to six (6) hours  
20 per day shall be granted one (1) fifteen (15) minute rest period which,  
21 insofar as practicable, shall be in the middle of each work period.  
22

1 **ARTICLE VIII – (cont.)**

2 Breaks shall be taken in facilities provided by the District or in close  
3 proximity to the work site to allow for a prompt return to work.

4 C. Unit members working more than six (6) hours per day, and up to  
5 eight (8) hours per day, shall be granted two (2) fifteen (15) minute  
6 rest periods. The rest periods shall not be combined with the lunch  
7 period and shall insofar as practicable be in the middle of the morning  
8 and afternoon work periods.

9 D. Specified periods may be designated only when the operations of the  
10 District require someone to be present at the unit member's work site  
11 at all times. Such times shall be estimated by their supervisors.

12 E. Only rest periods enumerated in items "B" and "C" above are a part  
13 of the regular work day and shall be compensated at the regular rate  
14 of pay for the unit member.

15 **5. Lunchroom and Restroom and/or Lavatory Facilities:**

16 The District shall provide at each school building site, lunchroom  
17 facilities and restroom and/or lavatory facilities for adult use.

18 **6. Overtime:**

19 All overtime hours shall be compensated at the rate of pay equal to  
20 time and one-half the regular rate of pay for the unit member for all work  
21 actually performed. Overtime is defined to include any time worked in  
22 excess of eight (8) hours in any one day or on any one shift or in excess

1 **ARTICLE VIII – (cont.)**

2 of forty (40) hours in any calendar week, whether such hours are worked  
3 prior to the commencement of a regularly assigned starting time or  
4 subsequent to the assigned quitting time.

5 A. All hours worked beyond the work week of five (5) consecutive days  
6 shall be compensated at the overtime rate commencing on the sixth  
7 (6<sup>th</sup>) consecutive day of work.

8 B. All hours worked on holidays designated by this Agreement shall be  
9 compensated at a rate established in the provisions as authorized by  
10 the California Education Code.

11 C. All hours worked in excess of twelve (12) hours in a work day shall  
12 be paid at a double-time rate.

13 D. Unit members who are authorized by his/her immediate supervisor  
14 to work overtime shall be paid or receive compensatory time off at  
15 the overtime rate stated in this section. Prior to the start of the  
16 overtime work the immediate supervisor and unit member shall agree  
17 upon the method of payment (i.e. either cash compensation or  
18 compensatory time off). A unit member may refuse any overtime  
19 assignment. Should operational necessity, as determined by the  
20 District, require overtime work, such work shall be paid at the  
21 established overtime rate.  
22

1 **ARTICLE VIII – (cont.)**

2 E. Compensatory time earned at the overtime rate, will be taken during  
3 a mutually agreeable time and in accordance with current federal  
4 statutes and guidelines applicable to public schools within a  
5 reasonable period of time. If compensatory time is not taken by the  
6 end of the fiscal year earned, such time shall be paid at the overtime  
7 rate or carried over to the next fiscal year. Such carried over  
8 compensatory time shall not exceed 120 hours of compensatory time.

9 F. Compensatory time or request for payment shall be submitted on  
10 appropriate District time sheets and filed with the District prior to the  
11 end of the fiscal year.

12 **7. Extra Time:**

13 Time earned in excess of the regular work day but less than eight (8)  
14 hours per day shall be defined as extra time.

15 A. Unit members who have pre-authorized approval by the immediate  
16 supervisor to work extra time shall be paid or receive compensatory  
17 time off at the regular rate of pay. Prior to the start of the extra work  
18 the immediate supervisor and unit member shall agree upon the  
19 method of payment (i.e. either cash compensation or compensatory  
20 time off). A unit member may refuse any extra time assignment.

21 B. Compensatory time earned at the extra time rate, will be taken during  
22 a mutually agreeable time in accordance with current federal statutes

1 **ARTICLE VIII – (cont.)**

2 and guidelines applicable to public schools within a reasonable  
3 period of time. Before an employee uses compensatory time, a  
4 seventy-two (72) hour advance notice must be approved by the  
5 immediate supervisor. If compensatory time is not taken by the end  
6 of the fiscal year earned, such time shall be paid at the extra time rate  
7 or carried over to the next fiscal year. Such carried over  
8 compensatory time shall not exceed one hundred twenty (120) hours  
9 of compensatory time.

10 C. Compensatory time, or request for payment, shall be submitted on  
11 appropriate District time sheets and filed within the pay period.

12 D. Compensatory time must be earned before taken.

13 **8. Supplemental Duties**

14 A. Any qualified unit member may apply for all posted supplemental  
15 hours, including, but not limited to: before/after school programs,  
16 adult school, and summer school.

17 B. Unit members must meet minimum qualifications as per the job  
18 description to be considered for a supplemental position.

19 C. Unit members shall be evaluated on the performance of their duties in  
20 the supplemental positions; supervisors shall use the established  
21 evaluation forms and procedures for classified unit members.  
22



1 **ARTICLE VIII – (cont.)**

- 2 1. Failure to meet minimum standards may impact future  
3 consideration for supplemental duties.

4 D. Selection for supplemental duties shall be based on:

- 5 1. current classification status  
6 2. having met minimum qualifications  
7 3. an equitable rotational system  
8 4. previous satisfactory performance evaluations of supplemental  
9 duties.

10 E. Any qualified unit member may apply for posted supplemental hours,  
11 including certificated extra-duty assignment positions.

- 12 1. All certificated employees retain the first right of refusal for  
13 supplemental duties listed on Appendix C of the Certificated  
14 Salary Schedule.

15 **9. Overtime/Extra Time – Equal Distribution:**

16 Overtime/extra time for a specific site/department shall be distributed  
17 and rotated as equally as practical among unit-members within the  
18 pertinent classification and within each work site/department. The  
19 overtime/extra time rotation shall be originally determined by seniority;  
20 the accrued hours shall reset to zero (0) on the first day of school annually,  
21 but the rotation schedule shall continue uninterrupted except for inserting  
22 new unit members at the bottom of the rotation list.

1 **ARTICLE VIII – (cont.)**

2 **10. Minimum Call In Time:**

3 Any unit member called in to work on a day when the unit member is  
4 not scheduled to work shall receive a minimum of two (2) hours pay at  
5 the appropriate rate of pay under this Agreement.

6 **11. Standby Time:**

7 All standby time shall be considered as regular hours worked and shall  
8 be compensated on an extra time or overtime basis as are other hours  
9 worked under this Agreement.

10 **12. Call Back Time:**

11 Any unit member called back after completion of his/her regular  
12 assignment shall be compensated for at least two (2) hours of work at the  
13 overtime rate, irrespective of the actual time less than that required to be  
14 worked. A call back shall be made by the appropriate management  
15 personnel.

16 **13. Hours Worked:**

17 For the purpose of computing the number of hours worked, all time  
18 during which a unit member is in paid status shall be construed as hours  
19 worked.

20 **14. Differential Pay:**

21 A. A unit member shall be paid seven percent (7%) differential pay  
22 over his/her regular hourly rate for each hour actually worked after

1 **ARTICLE VIII – (cont.)**

2 6:00 p.m. and before 6:00 a.m.

3 B. A unit member shall be paid seven percent (7%) differential pay  
4 for hours worked on Saturday when Saturday is considered part of  
5 the regular work week.

6 C. A part-time unit member whose regular schedule contains two (2)  
7 or more hours of unpaid time shall be paid four percent (4%)  
8 differential pay over his/her regular hourly rate for all hours  
9 worked.

10 **15. Overnight Time**

11 A qualified unit member whose services are needed for student  
12 overnight activities (i.e. field trips, outdoor education, etc.) may be  
13 asked to volunteer for the overnight trips. Compensation shall be set  
14 at eight (8.0) hours of regular pay and ten (10.0) hours of overtime  
15 pay for each night spent at the activity. The unit member shall be  
16 entitled to a minimum of a thirty (30) minute, duty-free, unpaid lunch,  
17 a thirty (30) minute, duty-free, unpaid dinner, and two paid fifteen  
18 (15) minute rest periods.

19 **16. Use of Time Recording Devices:**

20 Employees authorized by their supervisor to work beyond their  
21 regular work day shall record their start and end time using an  
22 electronic time recording device provided by the District. This section

1 **ARTICLE VIII – (cont.)**

2 shall apply regardless of whether the additional time worked occurs  
3 before or after the employee’s regular shift, and whether the employee  
4 chooses to receive pay for the additional time or earn compensatory  
5 time. The District shall not require employees to use an electronic  
6 time recording device to record the start and end time of their regular  
7 work shift without prior written approval by the Association.

8 //

## ARTICLE IX – EMPLOYEE EXPENSES AND MATERIALS

### 1. Tools:

The District may provide tools, equipment and supplies reasonably necessary to unit members for performance of employment duties.

### 2. Reimbursement of Personal Property:

The District may provide by rule or regulation for the reimbursement of any person or persons for the loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the schools of the District. Reimbursement shall be made only when prior written approval for the use of personal property in the schools was given by the immediate supervisor. The Board of Trustees may establish a maximum value of reimbursement which will be paid.

### 3. Reimbursement of District Materials and Supplies:

The District shall reimburse any bargaining unit member for the purchase of materials and supplies. Reimbursement shall be made only when prior written or electronic approval has been given by the immediate supervisor and the District Office.

### 4. Safety Equipment:

Should the employment duties of a unit member reasonably require use of any equipment or gear to insure the safety of the unit member or others, the District agrees to furnish such equipment or gear or to reimburse the unit member for District approved purchases of equipment.

1 **ARTICLE IX – (cont.)**

2 **5. Uniforms:**

3 If official uniforms are required by the District, the District will pay  
4 for the uniforms.

5 //

1 **ARTICLE X – PAY AND ALLOWANCES**

2 **1. Regular Rate of Pay:**

3 The regular rate of pay for each position in the bargaining unit shall  
4 be in accordance with the rates established in the District adopted salary  
5 schedule (See attached Appendix I.B).

6 **2. Paychecks:**

7 All regular paychecks of unit member(s) shall be itemized to include  
8 all deductions.

9 **3. Frequency – Once Monthly:**

10 Unit members shall be paid once per month payable in accordance  
11 with the provisions of the Education Code.

12 **4. Payroll Errors:**

13 Whenever a payroll error resulting in insufficient payment for a unit  
14 member is determined, the District shall provide a statement of the  
15 correction to said unit member, and a supplemental check shall be issued.  
16 When a payroll error resulting in overpayment for a unit member is  
17 known by either the District or the unit member, within five (5) working  
18 days, the affected unit member and the Assistant Superintendent of  
19 Business/Support Services or his/her designee shall discuss the  
20 repayment schedule to correct the payroll error.

21 **5. Special Payments:**

22 Any payroll adjustment due a unit member as a result of working out

1 **ARTICLE X – (cont.)**

2 of class, recomputation of hours, or other reasons other than procedural  
3 errors shall be made.

4 **6. Lost Checks:**

5 Any paycheck for a unit member which is lost after receipt or which  
6 is not delivered within ten (10) days of mailing if mailed, shall be replaced  
7 in accordance with Fresno County Schools Office established procedures.

8 **7. Initial Employment:**

9 Upon initial employment in a classification, a unit member shall be  
10 placed on a salary step appropriate to his/her previous experience. Said  
11 placement shall not be made beyond Step 3 for the salary range.

12 **8. Promotion:**

13 Any unit member receiving a promotion shall be moved to the  
14 appropriate range and step of the new classification in accordance with  
15 Article XV, Item 5.

16 **9. Mileage:**

17 A unit member required to use his/her vehicle on District business shall  
18 be reimbursed at the current IRS rate per mile for all miles driven on  
19 behalf of the District. This amount shall be payable in a separate warrant  
20 drawn against District funds.

21 **10. Meals:**

22 A unit member who, as a result of a work assignment, must have



1 **ARTICLE X– (cont.)**

2 meals away from the District shall be reimbursed for the reasonable cost  
3 for higher reimbursement must be supported by proper receipts.

4 **11. Lodging:**

5 Any unit member who, as a result of a work assignment, must be  
6 lodged away from home overnight shall be reimbursed by the District for  
7 the full cost of the lodging, not to exceed the single rate for such lodging.

8 **12. Salary Step Advancement:**

9 A. A unit member hired or promoted prior to January 1<sup>st</sup>, shall be  
10 eligible for step advancement each July 1<sup>st</sup> thereafter until the  
11 maximum step has been reached.

12 B. Effective July 1, 1995, a unit member shall receive a salary step  
13 increase after having served twelve (12) months from initial  
14 employment and each anniversary, thereafter, until the maximum  
15 step has been reached.

16 C. If and when a unit member is promoted, the date for step  
17 advancement in the new classification shall be made on the  
18 anniversary date of such promotion and each anniversary date,  
19 thereafter, until the maximum step is reached.

20 **13. Salary When Temporarily Assigned Out of Classification:**

21 If a unit member is required to work in a higher classification for five  
22 (5) working days in a fifteen (15) calendar day period, the salary for said

1 **ARTICLE X – (cont.)**

2 unit member shall be at least five (5%) percent higher than he/she is  
3 currently receiving. If the higher classification is six (6) or more ranges  
4 higher than the unit member's current salary range, he/she shall receive  
5 an additional five (5%) percent or Step I of the higher range, whichever  
6 is greater. If a unit member substitutes in a higher classification on an  
7 occasional basis, he/she shall receive the next highest step above his/her  
8 current salary on the higher classification range.

9 **14. Pay for Training and Workshops:**

10 Any training required by the District shall be considered hours worked  
11 and a unit member shall be paid for the time spent in training. This is in  
12 accordance with the Fair Labor Standards Act.

13 **15. Employee Notifications:**

14 Once annually, the District shall provide each unit member his/her  
15 salary information consisting of the number of work days, current salary  
16 range and step, and longevity, if applicable. Once monthly and upon  
17 request, the District shall provide each unit member with his/her  
18 accumulated sick leave, as recorded by the District Office.

19 **16. Longevity Pay:**

20 All unit members who have commenced their tenth (10<sup>th</sup>) year of  
21 service shall receive longevity compensation based on continuous years of  
22 service with the District. The longevity compensation shall commence

1 **ARTICLE X – (cont.)**

2 on July 31<sup>st</sup> payroll for twelve (12) month employees and the August 31<sup>st</sup>  
3 payroll for eleven (11) month employees. The longevity payments shall  
4 not be cumulative.

5 **LONGEVITY PAYMENTS**

6	Beginning 10 years of service	\$20.00 per month
7	Beginning 15 years of service	\$25.00 per month
8	Beginning 20 years of service	\$30.00 per month
9	Beginning 25 years of service	\$35.00 per month
10	Beginning 30 years of service	\$40.00 per month
11	Beginning 35 years of service	\$45.00 per month

12 **17. Wellness Incentive:**

13 Any unit member who has zero (0) to two (2) days of absences during  
14 the regularly scheduled work year, other than days he/she is absent on  
15 bereavement leave, military leave, CSEA release time, jury duty,  
16 vacation, or compensatory time, shall receive an incentive premium equal  
17 to one (1) day's pay.

18 **18. Professional Growth:**

19 A. Criteria for Placement/Advancement on the Professional Growth

20 Schedule:

21 1. College units from an accredited college and/or university;

22 a. all units are calculated as semester units and must be verified by

1 **ARTICLE X – (cont.)**

2 official transcripts submitted to the Personnel office;

3 b. units for advancement on the schedule must be completed by  
4 August 31<sup>st</sup> and submitted to the Personnel Office by September  
5 30<sup>th</sup>; salary increases will be effective on the October 31<sup>st</sup> payroll,  
6 retroactive to July 1<sup>st</sup>.

7 c. credit shall be given for college units completed with a “C” or  
8 better;

9 d. units must have relevance to work performed in the District or  
10 must meet the college/university requirement for obtaining a  
11 degree;

12 e. units earned prior to July 1, 2015 shall be accepted, if the above  
13 criteria has been met.

14 2. Seminars/Workshops not taken on District time or at District expense;  
15 nine (9) hours is equivalent to one half (1/2) a unit.

16 3. Continuing education hours required for licensure not taken on  
17 District time or at District expense; nine (9) hours is equivalent to one  
18 half (1/2) a unit.

19 4. Proficiency examinations/certificates of achievement, exclusive of  
20 District-required examinations for employment, actual units or nine  
21 (9) hours is equivalent to one half (1/2) a unit.

22 5. The Professional Growth Schedule is to be used prior to attaining a

1 **ARTICLE X – (cont.)**

2 degree and shall not be used in conjunction with Degree Recognition.

3 a. Professional Growth Schedule:

4 Units Completed:     15     30     45     60

5 Monthly Amount:     \$20     \$40     \$60     \$80

6 **19. Degree Recognition:**

7 Degrees attained in an area of study related to current job duties shall  
8 receive the following monthly payment. The Degree Recognition shall be  
9 non-cumulative, and compensation will only be awarded for one degree,  
10 at any given time.

11 A. Degree Recognition:

12 Associate's Degree:             \$100 per month

13 Bachelor's Degree:             \$125 per month

14 Master's Degree:             \$150 per month

15 **20. Bilingual Stipends:**

16 A. Occasional Translation Services

17 Unit members who perform occasional work with oral and/or written  
18 translation and have passed the District's bilingual competency  
19 examination shall receive five percent (5%) above the unit member's  
20 hourly rate of pay for any hours the unit member spends performing  
21 translation services. Unit members whose job descriptions require  
22 bilingual competency are exempt from this differential pay rate.

1 **ARTICLE X – (cont.)**

2 Time shall be pre-approved in writing (or electronically) by the unit  
3 member's supervisor; earned time shall be recorded on a supplemental time  
4 sheet or submitted electronically.

5 **B. Routine Translation Services**

6 Unit members within classifications who participate in daily, on-  
7 going translation activities and who have passed all four (4) levels of the  
8 bilingual competency exam shall be compensated in the following manner:

- 9 1. 8.0 hour/day employees, \$400 per year
- 10 2. 5.75 hour/day employees, \$300 per year
- 11 3. 4.0 hour/day employees, \$200 per year

12 Classifications eligible for the annual stipends would be:  
13 Administrative Assistants, Office Assistants, District Receptionists,  
14 Programs Support Assistants, Child Nutrition and Pupil Services  
15 Technicians, Transportation Support Specialist, ASB Accounting  
16 Technicians, Administrative Assistants for Adult Education, Alternative  
17 Education and Pupil Services, Registrars, Attendance Technicians, Health  
18 Care Assistants, Executive Clerk, and State/Federal Program Technician.

19 Annual stipends shall be paid each month on a one-twelfth (1/12)  
20 basis for each twelve (12) month employee and on a one-eleventh (1/11)  
21 basis for each eleven (11) month employee. //

1 **ARTICLE XI – HEALTH AND WELFARE BENEFITS**

2 **1. District Contributions:**

3 For the 2019-2020 plan year, the District agrees to contribute \$13,000  
4 per employee for group health and welfare benefits to cover medical,  
5 prescription, dental, and vision insurance for all eligible members. The  
6 District contribution of \$13,000 shall remain in place for all future school  
7 years unless and until negotiated otherwise. In the event the Unit selects  
8 a plan, which requires a payroll deduction or co-pays/deductibles, the  
9 District agrees to implement a Section 125 Plan using a vendor acceptable  
10 to the Unit to allow employees to have pretax money withheld from their  
11 paychecks to help pay for these excess costs.

12 **A.** Medical benefits shall be provided through Self-Insured  
13 Schools of California (SISC), a Blue Cross Plan, provided the unit  
14 member signs up for such insurance coverage on forms provided in  
15 the District Office. The health and welfare packages available to  
16 eligible CSEA members will be agreed upon by both CSEA and the  
17 District.

18 **2. Eligible Unit Members:**

19 Only unit members working six (6) hours per day, or more, shall be  
20 eligible for District paid health benefits.

21 **3. Premium Unequal to District Contribution:**

1 **ARTICLE XI – (cont.)**

2           When the Premium is unequal to the District Contribution, as outlined  
3           in Section 1, then one of the following paragraphs shall be applied, as  
4           appropriate:

5           A. Payment of Additional Premium:

6           Any amount in excess of the District contribution shall be the sole  
7           responsibility of the eligible unit member. CSEA agrees to allow  
8           the District each year to deduct any unit member's obligated  
9           portion by tenths, equal payroll deductions from September 30<sup>th</sup>  
10          through June 30<sup>th</sup> each year. This agreement does not preclude the  
11          unit member from providing his/her obligated portion in a one (1)  
12          lump sum payment if done so prior to September 30<sup>th</sup> each year.

13          B. Payment of Refund:

14          The District shall pay, by way of a one-time refund, an amount  
15          equal to 100% of the savings, if any, between the District  
16          contribution described in Section 1 and the annual cost of the health  
17          and welfare benefits plan chosen by the employee. The payment  
18          date of the refund will be mutually agreed upon by the District and  
19          CSEA. Employees will not be given the option of foregoing their  
20          health benefit package in order to collect the one-time refund.

21          **4. State of Coverage:**



1 **ARTICLE XI – (cont.)**

2 Health and welfare benefits for eligible unit members as outlined in  
3 Item 2, above, shall become effective on the 1<sup>st</sup> day of the month  
4 following employment.

5 **5. Coverage After Termination of Employment Following Last Day of**

6 **Work Year:**

7 Should an eligible unit member's employment terminate following  
8 the last day of the work year and before the commencement of the ensuing  
9 work year, such unit member shall be entitled to continued paid coverage  
10 under unit members benefits listed in this Article through August 30<sup>th</sup> of  
11 the ensuing school year.

12 **6. Coverage After Termination of Employment Prior to Last Day of**

13 **Work Year:**

14 Should an eligible unit member's employment terminate prior to the  
15 last day of the work year, such unit member shall be entitled to continued  
16 paid coverage under the benefits listed in this Article through the last day  
17 of the month employment was terminated.

18 **7. Coverage During Leave Periods:**

19 Unit members in a paid status during authorized leave periods shall  
20 have current health and welfare benefits paid at the same rate paid to  
21 working unit members.

22 **8. Employee Responsibility, Payment of Premiums:**

1 **ARTICLE XI – (cont.)**

2           Payment of premiums for the insurance benefits provided by this  
3           Article shall, to the extent permitted by the insurance plans, be the sole  
4           and complete responsibility of the individual unit member not meeting  
5           the eligibility requirements of Item 2, above, or when the unit member is  
6           on an approved (unpaid) leave of absence.

7 **9. Changes in Health Plan:**

8           The District agrees to advise the Association on any proposed changes  
9           to the current health benefit plan prior to implementation of changes.

10 //

1 **ARTICLE XII – HOLIDAYS**

2 **1. Legal Holidays:**

3 All unit members shall be granted all legal holidays as listed:

4 Labor Day	Martin Luther King Day
5 Veteran's Day	Lincoln's Birthday
6 Thanksgiving Day	Washington's Birthday
7 Christmas Day	Memorial Day
8 New Year's Day	Independence Day

9 **2. Negotiated Holidays:**

10 All unit members shall be granted the following negotiated holidays as  
11 listed:

- 12 A. Friday after Thanksgiving Day in lieu of Admission Day;
- 13 B. the full working day before or after Christmas Day;
- 14 C. the last full working day before or after New Year's Day; and,
- 15 D. the full working day before Easter Sunday.

16 **3. Holidays on Saturday or Sunday:**

17 When a designated holiday falls on a Saturday, the preceding regular  
18 work day shall be deemed to be that holiday. When a holiday falls on  
19 Sunday, the following regular work day shall be deemed to be that  
20 holiday.

21 **4. Holiday Eligibility:**

22 Except as otherwise provided in this Article, an employee shall be

1 **ARTICLE XII – (cont.)**

2 in a paid status on the work day immediately preceding or succeeding  
3 the holiday to be paid for the holiday.

4 **5. Winter and Spring Recess Periods:**

5 Unit members who are not normally assigned to duty during school  
6 recess periods of Winter and Spring shall be paid for those holidays  
7 provided they were in paid status during any portion of the work day of  
8 their normal assignment immediately preceding or succeeding the recess  
9 period.

10 //

1 **ARTICLE XIII – VACATION PLAN**

2 **1. Number of Days:**

3 Unit members on the regular classified salary schedule who are  
4 employed full time shall receive vacation as listed:

5 A. Ten (10) working days for one (1) through four (4) years of service.

6 B. Each unit member shall be granted one (1) additional work day of  
7 vacation for each year of employment after the fourth (4<sup>th</sup>) year to a  
8 maximum of twenty-two (22) vacation days per year for full-time unit  
9 members. The part-time unit members' vacation period shall be pro-  
10 rated to a percentage of a full-time unit member's vacation benefit.

11 C. Vacation time earned shall be computed based upon the length of  
12 service.

13 D. Appendix II chart illustrates pro-rated vacation time for less than  
14 twelve (12) month unit members.

15 **2. Vacation Pay upon Termination of Employment:**

16 A unit member upon termination of employment from the District  
17 shall be paid for all allowable accumulated vacation time up to and  
18 including the effective date of the termination.

19 **3. Vacation Postponement:**

20 If a unit member's vacation becomes due during a period when he/she  
21 is on leave due to illness or injury, he/she may request that his/her  
22 vacation date be changed, and the District shall, if possible, grant

1 **ARTICLE XIII – (cont.)**

2 such request in accordance with vacation dates available at that time.

3 **4. Holidays:**

4 When a holiday falls during the scheduled vacation of a unit member,  
5 such shall not be considered a vacation day for purposes of this Article.

6 **5. Interruption of Vacation:**

7 A unit member may be permitted to interrupt or terminate vacation  
8 leave in order to begin another type of paid leave provided by this  
9 Agreement without a return to active service, provided the unit member  
10 supplies written notice to the District regarding the cause of such  
11 interruption or termination.

12 **6. Maintenance/Operations Department:**

13 Unit members working in the Maintenance/Operations Department,  
14 requesting vacation, must do so electronically using the District's absence  
15 verification system. The request must be submitted to the immediate  
16 supervisor at least five (5) days prior to desired days off. Such requests  
17 for vacation must be approved by the Director of Operations. Unit  
18 member will be notified within five (5) working days of approval or  
19 denial of vacation request. Exceptions to this agreement may be made in  
20 cases of emergency, but are still subject to prior approval of site  
21 supervisor and Director of Operations.

22 **7. Carryover of Accrued Vacation Leave:**

1 **ARTICLE XIII – (cont.)**

2           A unit member may not carry over more vacation hours than are  
3 allotted within one (1) fiscal year. Unexpended vacation hours accrued in  
4 previous fiscal years in excess of the number earned in one (1) fiscal year  
5 shall be paid by the District at the unit member’s regular rate of pay.

6 //

## ARTICLE XIV – LEAVE AND SEPARATION

### 1. Bereavement Leave:

A. Each unit member is entitled to three (3) days bereavement leave of absence for the death of any member of his/her immediate family. In the event the unit member travels in excess of 300 miles one-way for bereavement purposes, the employee is entitled to up to five (5) days leave of absence for bereavement purposes for the death of any member of his/her immediate family. Unit members are entitled to five (5) days bereavement leave of absence for immediate family members identified below with an (\*), regardless of travel distance. All bereavement leave may be taken in increments and need not be taken on consecutive days. The immediate family as here defined includes:

*Mother	Mother-in-law
*Father	Father-in-law
*Son	Son-in-law
*Daughter	Daughter-in-law
*Brother	Brother-in-law
*Sister	Sister-in-law
*Spouse	Aunt
*Life or Domestic Partner	Uncle
Grandchild	Stepchildren



1 **ARTICLE XIV – (cont.)**

2 Stepbrother

Stepsister

3 Grandparents or great-grandparents of unit member or  
4 spouse.

5 **2. Jury Duty:**

6 A. Unit members will be granted leave of absence, when regularly  
7 called for jury duty in the manner provided for by law. Pay shall  
8 be granted up to the amount of the difference between the unit  
9 member's earnings and any amount he/she received as juror's fees.

10 The unit member may return the payment for jury duty to the  
11 District and receive full District salary for the day(s) of jury duty,  
12 otherwise have deducted the full day's salary for days absent for  
13 jury duty.

14 B. Unit members not selected for jury duty shall be required to return  
15 to their work site and complete the remainder of their work day.

16 C. All jury duty absences shall be verified with court-provided  
17 documentation.

18 **3. Sick Leave:**

19 A. Twelve-month unit members shall receive twelve (12) days of  
20 paid sick leave annually. All other unit members shall receive  
21 eleven (11) days of paid sick leave annually, prorated to the date  
22 of hire. Part-time unit members shall receive sick leave per

1 **ARTICLE XIV – (cont.)**

2 month in proportion to hours worked.

3 1. Sick leave may be taken any time during the year, except that  
4 during the first year of employment in the District a unit  
5 member may not take more than six (6) days or the  
6 proportional amount part-time/regular unit members may be  
7 entitled to, until the first day of the calendar month after  
8 completion of six (6) months of employment.

9 B. Unused sick leave shall accrue annually with no limit.

10 C. The District may request verification of illness by a physician  
11 when a unit member's absence exceeds a three (3) consecutive day  
12 period.

13 D. All unit members are required to notify the District's Absence  
14 Verification Line/Substitute Service at least one (1) hour prior to  
15 their scheduled start time, even if no substitute is required.

16 E. The District has the right to require verification of all absences.

17 **4. Extended Illness Leave:**

18 A. Unit members shall once a year be credited with a total of not less  
19 than 100 working days of paid sick leave per injury, including days  
20 to which he/she is entitled under Item 3.A., above. Such time shall  
21 run concurrently with accumulated illness leave and continue after  
22 accumulated illness leave is exhausted. Such days of extended

1 **ARTICLE XIV – (cont.)**

2 illness leave shall be compensated at not less than fifty (50%)  
3 percent of the unit member's regular salary. The paid illness leave  
4 shall be exclusive of any other paid leave, holidays, vacation or  
5 compensating time to which the employee may be entitled. The  
6 paid extended illness authorized under this section commences  
7 with the fifth (5<sup>th</sup>) day of continuous illness, with compensation  
8 retroactive to the first day of illness.

9 B. Employees whose absences are covered by State Disability  
10 Insurance (SDI) shall have the option of coordinating SDI benefits  
11 with illness/injury/disability leave from the first day of SDI  
12 coverage for such illness/injury/disability.

13 **5. Disability Leave:**

14 A. The District agrees to implement Disability Leave provisions as set  
15 forth in Federal/State statutes. Payment for disability leave shall  
16 be as set forth in the provisions of Extended Illness Leave (Item  
17 4), Article XIV. Accrual of seniority and any other benefit or  
18 service and reinstatement, as well as any fringe benefit offered to  
19 unit members by virtue of employment shall apply during this  
20 leave.

21 B. Unit members shall be granted disability leave for disabilities  
22 caused or contributed by pregnancy, childbirth, recovery there

1 **ARTICLE XIV – (cont.)**

2 from and any temporary disability resulting from pregnancy or  
3 related causes on the same terms and conditions as leaves of  
4 absences for illness. Such leave shall not be used for child care,  
5 child rearing, or preparation for child bearing, but shall be limited  
6 to such disabilities as set forth above. The length of such disability  
7 leave, including the date on which the leave shall commence and  
8 the date on which the work is to resume, shall be determined by  
9 the unit member and the unit member's physician.

10 The District may require verification of the extent of the disability  
11 through a consultation by a physician appointed by the District.  
12 District required consultations shall be paid by the District.

13 C. Payment for disability leave shall be as set forth in the provisions  
14 of Extended Illness Leave (Item 4), Article XIV. Accrual of  
15 seniority and any other benefit or service and reinstatement as well  
16 as any fringe benefit offered to unit members by virtue of  
17 employment shall apply during this leave.

18 **6. Personal Necessity Leave:**

19 A. Unit members may have cause to be absent for reasons other than  
20 illness and may use up to eleven (11) days for Personal Necessity  
21 Leave. Prior to utilization of Personal Necessity Leave, requests  
22 shall be made to the immediate supervisor, utilizing the automated

1 **ARTICLE XIV – (cont.)**

2 absence verification system, at least three (3) working days prior  
3 to the leave or as soon as is reasonably practical under the  
4 circumstances. The immediate supervisor shall verify the request  
5 for Personal Necessity Leave and will make the appropriate  
6 recommendation electronically. In cases of emergency, an  
7 absence will be created for the unit member. Such leave shall be  
8 deducted from the illness leave accumulated by the unit member  
9 for the following:

- 10 1. Death of a member of the unit member's immediate family, not  
11 to exceed eleven (11) days per year may be requested in  
12 addition to District-allotted bereavement leave.
- 13 2. Serious illness or accident involving an immediate family  
14 member's person or property. Accidents must be serious in  
15 nature, which under the circumstances, a unit member cannot  
16 reasonably be expected to disregard, and which require the  
17 attention of a unit member during his/her assigned hours of  
18 service, not to exceed eleven (11) days per year.
- 19 3. Immediate danger to the home of the unit member occasioned  
20 by flood, fire, smoke, theft, earthquake, wind, acts of serious  
21 vandalism, or threat thereof. These emergencies must be  
22 serious in nature, which, under the circumstances, the unit

1 **ARTICLE XIV – (cont.)**

2 member cannot reasonably be expected to disregard and which  
3 require the attention of the unit member during his/her assigned  
4 hours of service.

5 4. Appearance in court as a litigant, party, or as a witness under  
6 an official order, not to exceed three (3) days per year.

7 5. Doctor or dental appointments for immediate family members  
8 which cannot be scheduled outside the unit member's assigned  
9 hours of service.

10 6. Attendance at the high school or college graduation of the unit  
11 member's child or children not to exceed one (1) day per year.

12 7. A circumstance in which the presence of the unit member is  
13 required during his/her assigned hours of service to avert  
14 his/her immediate financial loss not to exceed one (1) day per  
15 year.

16 8. Other matters of a personal or business nature which the unit  
17 member cannot accomplish at another time, not to exceed one  
18 (1) day per year.

19 9. Bereavement leave for persons who are not members of the  
20 immediate family, not to exceed one (1) day per year.

21 **B. No Questions Asked Leave:**

22 1. Three (3) days of the eleven (11) days of Personal Necessity

1 **ARTICLE XIV – (cont.)**

2 Leave per school year may be granted to a unit member for  
3 personal use with No Questions Asked (NQA). The NQA  
4 leave day must be applied for in writing two (2) days in  
5 advance except in cases of emergencies.

6 a. No more than two (2) unit members per department/school  
7 may use NQA leave on the same day.

8 b. A unit member granted this leave shall have the appropriate  
9 time deducted from his/her sick leave time. If no sick leave  
10 time is accumulated, unit members shall have deducted  
11 from his/her salary warrant an amount equivalent to one  
12 hundred (100) percent of regular daily pay.

13 c. A unit member may not request NQA leave prior to the first  
14 day of the student school year. NQA leave shall not be used  
15 to extend a holiday and shall not be used for recreational  
16 purposes. NQA may not be used on the first/last day of the  
17 student school year.

18 **7. Industrial Accident or Illness Leave:**

19 When a unit member reports an Industrial Accident or Illness to the  
20 appropriate personnel, the District shall provide the employee with the  
21 appropriate forms, the employee shall complete the forms, the District shall  
22 complete its designated employer sections, and the District shall provide a

1 **ARTICLE XIV – (cont.)**

2 complete form to the employee, all of which shall occur within one (1) work  
3 day from the time the accident or illness was reported. A unit member shall  
4 be provided a leave of absence for industrial accident or illness under the  
5 following rules and regulations:

6 A. The accident or illness must have arisen out of and in the course  
7 of the employment to be covered by the District's Workers  
8 Compensation Insurance program.

9 B. Leave under this provision shall be for a maximum of sixty (60)  
10 days in any one (1) fiscal year for the same accident.

11 C. Leave under this provision shall not be accumulative from year to  
12 year.

13 D. Leave under this provision shall commence on the first day of  
14 absence.

15 E. A unit member on leave under this provision shall be paid such  
16 portion of the salary due him/her for any month in which absence  
17 occurs, as when added to his/her temporary disability indemnity  
18 under Division 4 or Division 4.5 of the Labor Code, will result in  
19 a payment to him/her of not more than his/her salary.

20 F. Leave under this provision shall be reduced by one (1) day for each  
21 day of authorized absence regardless of a compensation award  
22 made under workers compensation.



1 **ARTICLE XIV – (cont.)**

2 G. When leave under this provision occurs at a time when the full  
3 sixty (60) days will overlap into the next fiscal year, the employee  
4 shall be entitled to only that amount remaining at the end of the  
5 fiscal year in which the injury or illness occurred, for the same  
6 illness or injury.

7 H. During any leave under this provision the unit member shall  
8 endorse to the District the temporary disability indemnity checks  
9 received on account of his/her industrial accident or illness. The  
10 District, in turn, shall issue the unit member appropriate salary  
11 warrants for payment of the unit member's salary and shall deduct  
12 normal retirement and other authorized contributions.

13 I. The leave benefits provided under this provision shall be  
14 applicable to all full-time unit members immediately upon  
15 completing one and one-half (1 1/2) years of employment in the  
16 District.

17 J. A unit member receiving leave benefits under this provision shall,  
18 during the period of injury or illness, remain in the state of  
19 California unless the Governing Board authorizes travel outside  
20 the state.

21 K. Upon termination of the leave under this provision, the unit  
22 member shall be entitled to the benefits provided for illness

1 **ARTICLE XIV – (cont.)**

2 leave, and his/her absence for such purpose shall be deemed to  
3 have commenced on the date of termination of the industrial  
4 accident or illness leave, provided that if the unit member  
5 continues to receive temporary disability indemnity, he/she may  
6 elect to take as much of this accumulated illness leave which when  
7 added to his/her temporary disability indemnity will result in  
8 payment to him/her of not more than his/her full salary.

9 **8. Medical Restrictions:**

10 A unit member returning to work after a leave of absence with any  
11 medical restrictions shall not resume his/her duties without clearance from  
12 the Human Resources Office.

13 **9. Military Leave:**

14 A. Military service leave shall be granted in accordance with the State  
15 law upon written request to the District from the unit member(s)  
16 involved. If any unit member enters the military service of the  
17 United States during a period of National emergency, he/she shall  
18 be given an indefinite leave of absence. He/she shall retain all  
19 rights of employment, and time spent in the military service shall  
20 be considered in computing years of service.

21 B. In the event a unit member enters the military service as set forth  
22 above, the vacant position(s) and any new positions created in the

1 **ARTICLE XIV – (cont.)**

2 class of position(s) shall be deemed duration positions. Any  
3 person subsequently appointed to the classification will be  
4 considered to have less credit for years of service than the person  
5 who left the position to enter military service.

6 C. In the event a lay-off is necessary, persons appointed duration  
7 positions will be laid off first. Unit members returning from  
8 military service shall be reinstated in their former positions or  
9 offices provided application for reinstatement is made within six  
10 (6) months of separation from service, and the unit member is  
11 physically and mentally able to perform the duties required of  
12 him/her by the position or office.

13 D. A unit member shall continue to receive District paid dental and  
14 vision health insurance coverage for himself/herself and his/her  
15 dependents while he/she is in an unpaid status and is serving as an  
16 active duty reservist with an applicable branch of the United States  
17 Military.

18 **10. Leave of Absence, Unpaid:**

19 An unpaid leave of absence of more than five (5) days may be granted  
20 unit members upon submitting a written request to the Board of Trustees  
21 stating all the reasons for requesting such leave. Except in emergency  
22 situations, the written request must be received in the Human Resources

1 **ARTICLE XIV – (cont.)**

2 Division eleven (11) calendar days prior to a regularly scheduled board  
3 meeting. The decision of the Board of Trustees shall be final. An unpaid  
4 leave of absence of five (5) days or less may be granted upon submitting  
5 a written request to the Superintendent or designee stating all such  
6 reasons for requesting such leave.

7 a. Written Leave Agreement

8 Except in emergency situations, prior to requesting an unpaid  
9 leave of absence, the unit member must meet with the Assistant  
10 Superintendent, Human Resources, and must sign a written leave  
11 agreement, of which CSEA Chapter #231 is aware and to which  
12 CSEA Chapter #231 has agreed.

13 b. Return from an Unpaid Leave of Absence

14 Upon return from a board-approved, unpaid leave of absence,  
15 the unit member shall be returned to his/her classification, hours,  
16 and shift (original position), as per a written leave agreement. The  
17 provision to retain a substitute employee for not more than sixty  
18 (60) days shall be waived when said substitute employee is filling  
19 the vacancy for a unit member on an approved, unpaid leave of  
20 absence.

21 **11. Retirement:**

22 Unit member retirement shall be subject to legal requirements of the

1 **ARTICLE XIV – (cont.)**

2 California Education Code which shall be available upon request at the  
3 District Office.

4 **12. Resignation:**

5 A unit member wishing to leave District service in good standing must  
6 submit a written resignation a minimum of two (2) weeks in advance of  
7 the separation date. When the District Superintendent or designee is in  
8 agreement, less than two (2) weeks' notice of separation may be accepted.  
9 The resignation should be in writing, addressed and presented to the  
10 Superintendent or designee.

11 **13. Family Leave:**

12 District agrees to implement Family Leave provisions as set forth in  
13 Federal/State statutes.

14 **14. Exhaustion of All Available Leave:**

15 Upon exhaustion of all available leave, a unit member who is  
16 medically unable to return to work shall be placed on a 39-month  
17 reemployment list.

18 a. Medically able to return

19 1. Once medically cleared to return to work, a unit member shall  
20 be reemployed in the first vacancy in the classification of his/her previous  
21 assignment. There is no guarantee of the number of hours, shift, or  
22 location of work.

1 **ARTICLE XIV – (cont.)**

2                   2. An employee retains his/her right to his/her original hours for  
3 a period of thirty-nine (39) months.

4                   3. If a medical return to work corresponds with a reinstatement  
5 from a layoff, the unit member will be slotted into the rehire list based on  
6 seniority.

7                   4. While waiting for a vacancy in the previously held  
8 classification, the unit member may be offered a position in a lower  
9 classification, after the transfer meeting process has occurred.

10                  5. Upon return to work, the unit member's seniority and years of  
11 service will resume as if the break in service had not occurred.

12 //

1 **ARTICLE XV - VACANCIES, PROMOTION, AND TRANSFER**

2 **1. Internal Voluntary Transfer Process:**

3 A. Within a timely manner, the District will provide written notice to  
4 the Chapter President of a vacancy or the intent to freeze a position.

5 B. Within a classification having a vacancy, the District shall provide  
6 notification of a transfer meeting, including date, time, location,  
7 and information about the vacant position. To determine transfer  
8 requests, participants shall be restricted to only those unit  
9 members currently in that classification. Unit members within that  
10 class (series) may attend as observers. At these meetings, a  
11 transfer opportunity shall be offered in order of seniority. The  
12 process shall be repeated until no attendees desire a transfer. The  
13 remaining vacant position shall be posted for seven (7) work days.

14 1) An alternative transfer meeting may occur, if the District and  
15 CSEA determine a vacancy should be offered to employees via  
16 phone calls in lieu of the above mentioned transfer meeting.

17 Vacancies shall be offered by seniority, and all positions,  
18 including those created by the acceptance of a position, shall  
19 be offered to all employees in the particular classification.

20 2) Once a unit member has participated in a transfer meeting and  
21 has voluntarily elected to transfer into a vacant position, the  
22 decision is irrevocable on the part of the unit member. If he/she

1 **ARTICLE XV – (cont.)**

2 is dissatisfied with the new position, the unit member may  
3 participate in the next scheduled transfer meeting.

4 C. Exceptions to Section B above shall be made for any classification  
5 where all employees work the same number of hours and work  
6 location is district-wide, rather than site specific, and for the  
7 Instructional Assistant: Positive Behavior Intervention  
8 classification where assignments are contingent upon enrollment,  
9 student needs, and District needs. In such instances, a vacancy  
10 will be posted for seven (7) work days.

11 D. All transfer requests shall be effectuated prior to the promotion  
12 process.

13 E. Internal posting shall not be required until after the intra-  
14 classification transfer process is completed.

15 1. All job postings during summer recess shall be done  
16 electronically, via SUSD email.

17 F. If more than one (1) qualified unit member seeks a transfer, the  
18 most senior unit member of the classification requesting the  
19 transfer shall be given the transfer.

20 1) For all current employees in all classifications, who have the  
21 same date of hire in a particular classification, seniority in  
22 layoffs and order of being able to select open positions in a



1 **ARTICLE XV – (cont.)**

2 transfer meeting shall be determined by lottery.

3 a) A lottery shall be held by the Assistant  
4 Superintendent, Human Resources, in the presence of  
5 the CSEA Chapter President or his/her designee.

6 b) The number drawn shall determine both seniority in  
7 layoffs and order of selecting positions in a transfer  
8 meeting. For example: Unit Members A and B have  
9 the same date of hire. A lottery is conducted, and Unit  
10 Member A receives a #2, while Unit Member B  
11 receives a #1. In a transfer meeting, Unit Member B  
12 will have his/her first choice for an open position. Unit  
13 Member B is also granted the higher seniority date and  
14 would be second in the order of layoff.

15 c) The number shall be permanently recorded on the  
16 Classified Seniority Lists maintained by the District.

17 d) Employees who have the same hire date in particular  
18 classification shall be notified in writing of their lottery  
19 number and its implications.

20 e) Provisions that have been previously noted on  
21 Classified Seniority Lists, specifically that ties on the  
22 same dates of hire shall be broken by amount of time

1 **ARTICLE XV – (cont.)**

2 served in a substitute capacity, shall become null and  
3 void.

4 G. Probationary unit members shall not be eligible to participate in  
5 the transfer process until an evaluation has been completed. In the  
6 event a probationary unit member is granted a transfer, the  
7 employee shall still receive the on-the-job training associated with  
8 the position.

9 1) For probationary unit members hired before February 11, 2020  
10 with two or more areas marked “Needs Improvement” or  
11 “Unsatisfactory” on a 3-, 6- or 11-month evaluation shall not be  
12 eligible to participate in the transfer process.

13 2) For probationary unit members hired on or after February 11,  
14 2020, with two or more areas marked “Needs Improvement” or  
15 “Unsatisfactory” on a 45<sup>th</sup> or 110<sup>th</sup> day evaluation shall not be  
16 eligible to participate in the transfer process.

17 H. Unit members with two or more areas marked "Unsatisfactory" on  
18 any of the prior two years evaluations shall be ineligible for  
19 transfer.

20 I. If it is determined that the unit member would be ineligible for a  
21 voluntary transfer, a conference with the affected bargaining unit  
22 member, the Assistant Superintendent, Human Resources, and the

1 **ARTICLE XV – (cont.)**

2 Chapter President or his/her designee shall occur to specify the  
3 criteria of the ineligibility.

4 J. An eligible unit member may participate in an unlimited number  
5 of voluntary transfer meetings.

6 K. In the event a request for voluntary transfer is denied, a unit  
7 member may request a meeting with the Superintendent or  
8 designee, and the immediate supervisor, in order to discuss the  
9 reasons for denial.

10 **2. Involuntary Transfers:**

11 When the Assistant Superintendent, Human Resources, believes a  
12 transfer to be in the best interests of the District, an involuntary transfer  
13 may be affected. The unit member concerned shall be notified  
14 immediately and may request a conference with the appropriate manager  
15 to discuss the reasons(s) for the transfer. Any involuntary transfer being  
16 considered for disciplinary reasons shall be processed under the  
17 disciplinary article.

18 **3. Promotion Within A Classification Series:**

19 When a vacant position occurs in a classification series, the unit  
20 member applicants who meet the minimum qualifications of the position  
21 shall be considered for promotion.  
22

1 **ARTICLE XV – (cont.)**

2 **4. Explanation of Denial of Promotion:**

3 When a unit member applies for a promotion and is not selected to fill  
4 the vacancy, the unit member, upon written request to the Superintendent,  
5 or his/her designee, shall be granted an interview with the Superintendent,  
6 or his/her designee, and provided the reason(s) for denial, in writing,  
7 within five (5) working days of receipt of said request. Said response  
8 shall not contain confidential information regarding other unit members  
9 or candidates.

10 **5. Promotions and Salary Schedule Placement:**

11 When a unit member changes classification due to promotion, the  
12 salary step placement on the new classification range will provide the unit  
13 member with no less than a five (5%) percent salary increase with a  
14 maximum salary placement on Step VI.

15 **6. Post-Promotion Transfers**

16 A. A classified unit member, upon the receipt of a new position to a  
17 higher or lower classification, shall have a six-month (6-month)  
18 period of time to determine if the new position is suitable.

19 B. If a classified unit member is dissatisfied with the new position, he/she  
20 must notify both the Assistant Superintendent, Human Resources, and  
21 the CSEA President, in writing, within the six-month (6-month) time  
22 frame in order to resolve concerns, if possible.

1 **ARTICLE XV – (cont.)**

2 C. If, after an attempt to resolve the unit member's concerns have failed  
3 or an irrevocable decision has been made on the part of the unit  
4 member, the District shall enact the following provisions if a position  
5 is available in the most recently vacated classification. Availability is  
6 defined as the position has not been conditionally offered to an  
7 employee or candidate:

- 8 1. The unit member shall be allowed to participate in the Transfer  
9 Meeting for the open position in his/her most recently vacated  
10 classification and/or any position which becomes available during  
11 the current Transfer Meeting process.
- 12 2. The unit member will be offered an open position based on  
13 seniority that was accrued in the classification to which the unit  
14 member desires to return. No other accrued seniority will be  
15 considered.
- 16 3. Participation in said Transfer Meeting and acceptance of the new  
17 position is irrevocable, as per Article XV, Vacancies, Promotion,  
18 and Transfer, Section 1.B.2.
- 19 4. Acceptance of a new position in the transfer meeting process shall  
20 be immediately followed by a letter of resignation from the  
21 currently held position.  
22

1 **ARTICLE XV – (cont.)**

2 5. Attendance at a Transfer Meeting does not obligate the unit  
3 member to accept the open position.

4 D. If, after an attempt to resolve the unit member's concerns have failed  
5 or an irrevocable decision has been made on the part of the unit  
6 member, the District shall enact the following provisions if no  
7 position is available in the most recently vacated classification:

8 1. The unit member shall be allowed to participate in the next  
9 Transfer Meeting for the most recently held classification, even if  
10 the Transfer Meeting occurs outside of the six-month (6-month)  
11 time frame noted in Section 6.B above.

12 a. The ability to participate in a Transfer Meeting shall only be  
13 afforded for one (1) year from the date of hire in the current  
14 position.

15 b. Refer to Section 6.C.2-5 for subsequent steps.

16 E. If a unit member has an 8.0 hour, benefitted position, accepts a  
17 promotion, and the previously held, 8.0 hour position is filled by a  
18 part-time unit member, the next available position may or may not be  
19 an 8.0 hour position. In this situation, the unit member may elect to  
20 do the following:

21 1. Accept a part-time position in the previously held classification,  
22 without health and welfare benefits, or

1 **ARTICLE XV – (cont.)**

2 2. Forego any Transfer Meetings unless the available position is a  
3 benefitted position, up to the one (1) year time frame noted above  
4 in Section 6.D.1.a.

5 F. The unit member who accepts a promotion into a higher classification  
6 shall forego any added benefits afforded to the previously held lower  
7 classification unless expressly and specifically negotiated. This shall  
8 include, but is not limited to, extra-time and overtime hours.

9 **7. Health Examinations:**

10 Health examinations may be required as authorized in the provisions  
11 of the Education Code.

12 A. A unit member shall be notified in writing if he/she is not meeting  
13 the physical exertion aspects of job requirements. He/she may be  
14 required to have a District paid physical.

15 B. A District paid examination may be required of unit members  
16 promoted to another class/classification when the job description  
17 contains minimum physical exertion requirements. (i.e. Campus  
18 Safety, Child Nutrition, Maintenance, Grounds, Custodial,  
19 Transportation positions.)

20 **8. Medical Transfers:**

21 The District may give alternative work to a unit member who is unable  
22 to satisfactorily perform his/her regular duties due to illness or a job

1 **ARTICLE XV – (cont.)**

2 related injury. The alternate work may constitute promotions, demotion  
3 or lateral transfer to a related classification.

4 **9. Vacancies:**

5 The District shall not utilize any substitute(s) in a vacant position for  
6 more than sixty (60) days without an agreement from CSEA, with the  
7 exception of a board-approved, unpaid leave of absence.

8 //



1 **ARTICLE XVI -ASSIGNMENTS**

2 **1. Assignment:**

3 A. Upon initial employment and each change in classification, each  
4 affected unit member shall receive a copy of the applicable job  
5 description which specifies the duties of the position, a  
6 specification of the monthly and hourly rates applicable to his or  
7 her position, a statement of the duties of the position, a statement  
8 of the employee's regular work site, regularly assigned work shift,  
9 the hours per day, days per week and months per year.

10 B. All unit members shall be assigned to the area of employment so  
11 designated by the Superintendent or his/her designee. Unit  
12 members shall perform their duties in accordance with a job  
13 description pertaining to the position.

14 C. All unit members shall be responsible to his/her immediate  
15 supervisor so designated by the Superintendent or his/her  
16 designee.

17 D. All unit members shall be responsible for carrying out the  
18 provisions of the Board of Trustees' rules and regulations of the  
19 District relative to their duties and to the use of the school premises  
20 and equipment under their jurisdiction.

21 //

1 **ARTICLE XVII - DISCIPLINARY ACTION**

2 **1. Disciplinary Action for Cause Only:**

3 A. A permanent unit member shall be subject to disciplinary action  
4 for cause only as defined in Education Code 45101 as identified in  
5 Government Code 19572, and as outlined in this provision as  
6 follows:

- 7 1. Conviction of any criminal act including a felony or a  
8 misdemeanor, which is of such a nature as to adversely affect  
9 the employee's ability to perform the duties and  
10 responsibilities of his/her position. A plea of guilty or nolo  
11 contendere (no contest) constitutes a conviction.
- 12 2. Conduct unbecoming an employee in public service including  
13 failure of good behavior either during or outside of duty hours,  
14 which is of such a nature that it causes discredit to the  
15 appointing authority or the person's employment.
- 16 3. Disorderly or immoral conduct.
- 17 4. Incapacity due to mental or physical disability to be determined  
18 by a medical examination.
- 19 5. Incompetence or inefficiency in the performance of the duties  
20 of his/her position.
- 21 6. Consumption of alcoholic beverage, or intoxication while on  
22 duty or reporting to work.

1 **ARTICLE XVII - (cont.)**

2 7. Neglect of duty.

3 8. Negligence or willful damage to public property or waste of  
4 public supplies and equipment.

5 9. Falsifying any information supplied to the District, including  
6 but not limited to, information supplied on application forms,  
7 employment records or any other district records.

8 10. Inability to perform assigned duties due to failure to meet or  
9 retain job qualifications (including but not limited to failure to  
10 possess required licenses, failure to pass required tests.)

11 a. If a unit member fails a required test or allows a required  
12 license to lapse, he/she shall notify the immediate  
13 supervisor within one (1) workday of his/her receipt or  
14 knowledge of the failed test or license expiration. Failure  
15 to provide such notification shall result in the  
16 implementation of the disciplinary process.

17 b. Upon timely notification to a supervisor of failure to pass  
18 tests, renew licenses, etc., the unit member shall be given  
19 one (1) work day to provide proof of arrangements to  
20 satisfy licensing requirements. Failure to provide said  
21 proof shall result in the continuation of the disciplinary  
22 process.

1 **ARTICLE XVII - (cont.)**

2 c. Failure to obtain the required tests, licenses, etc. within two  
3 (2) days of the expiration of said requirements shall result  
4 in the employee being placed on unpaid administrative  
5 leave, or reassignment of duties, and/or continuation of the  
6 disciplinary process. It is the supervisor's responsibility to  
7 maintain records of required licenses; it is the employee's  
8 responsibility to keep all required licenses current.

9 11. Dishonesty.

10 12. Addiction to use of narcotics or controlled substances while on  
11 the job or reporting to work while under the influence of a  
12 narcotic or controlled substance. Conviction of a narcotics  
13 and/or controlled substance offense as per Education Code  
14 44011 and Health and Safety Codes 11056-11058 Schedule III,  
15 IV, and V substances.

16 13. Discourteous, offensive, or abusive conduct or language  
17 toward other employees, pupils, or the public.

18 14. Violation of, or refusal to obey, the school laws of the State or  
19 reasonable regulations prescribed by the State Board of  
20 Education or the local Board of Trustees.

21 15. Insubordination, including, but not limited to, refusal to do  
22 assigned work within a job description that does not constitute

1 **ARTICLE XVII - (cont.)**

2 a present safety issue.

3 16. Repeated tardiness as defined as five (5) or more late arrivals  
4 to the unit member's assigned duty area within an evaluation  
5 period.

6 17. Absence without leave as defined as any additional absences  
7 after the exhaustion of available leave in accordance with  
8 Section 20, exclusive of leaves identified in Section 20.a;  
9 and/or failure to electronically request an absence. Electronic  
10 acceptance of leave by a supervisor does not override the  
11 provisions in Section 17.

12 18. Abuses of leave privileges, as defined as misrepresentation  
13 and/or dishonesty associated with the requested leave.

14 19. Abandonment of position, as defined as two (2) or more days  
15 of absence without notification on the district's absence  
16 verification system, including through the designated Campus  
17 User via text or email.

18 20. Excessive absenteeism, shall be defined as twelve (12) or more  
19 days for eleven-month employees, and thirteen (13) or more  
20 days for twelve-month employees.

21 a. Exceptions to excessive absenteeism shall include:  
22 medical leave of five (5) consecutive days or longer,

1 **ARTICLE XVII - (cont.)**

2 verified by a physician; Board-approved long-term leave  
3 with or without pay (more than five [5] days); industrial  
4 accident/illness; jury duty; bereavement leave; and/or any  
5 other leave which falls under the protection of the Family  
6 Medical Leave Act (FMLA) or California Family Rights  
7 Act (CFRA).

8 21. Offering anything of value or offering any service in exchange  
9 for special treatment in connection with the employee's job or  
10 employment or accepting anything of value or any service in  
11 exchange for granting any special treatment to another  
12 employee or to any member of the public. Engaging in conduct  
13 that is inconsistent, incompatible, and/or in conflict with the  
14 job duties, in accordance with Government Code 19990.

15 22. Advocacy of overthrow of federal, state, or local government  
16 by force, violence or other unlawful means.

17 23. Sexual harassment.

18 24. Unlawful discrimination, harassment, intimidation, and/or  
19 bullying against an individual or group on any basis of actual  
20 or perceived race or ethnicity, religion, color, nationality,  
21 ancestry, physical disability, mental disability, medical  
22 condition, genetic information, marital status, pregnancy, sex,

1 **ARTICLE XVII - (cont.)**

2 sexual orientation, gender, gender identity, gender expression,  
3 age, military and veteran status, or association with a person or  
4 a group with one or more of these actual or perceived  
5 characteristics, against the public, another employee, or  
6 students (BP 4030).

7 25. Unlawful retaliation against any member of the public, another  
8 employee, or student who reports any actual or suspected  
9 violation of the law (BP 4119.1).

10 B. The Board of Trustees shall determine if there is sufficient cause  
11 for disciplinary action as defined by Education Code 45101 (e) to  
12 include dismissal, suspension, demotion, or any reassignment,  
13 without his/her voluntary consent. Said determination shall be  
14 conclusive.

15 C. A permanent unit member may be suspended with or without pay,  
16 demoted, dismissed, or otherwise disciplined by the Board of  
17 Trustees upon charges filed by the District Superintendent or  
18 his/her designee, unless such charges can be settled and an  
19 agreement on discipline reached at an informal meeting with the  
20 District Superintendent, or designee, the unit member, and his/her  
21 representative. If an agreement is reached at the informal level,  
22 the Board of Trustees will adopt said agreement.

1 **ARTICLE XVII - (cont.)**

2 **2. Levels of Progressive Discipline**

3 Prior to any disciplinary conversation or action, the supervisor shall  
4 inform the unit member that a meeting shall be scheduled, the meeting is  
5 disciplinary in nature, and that the unit member has the right to union  
6 representation. Meetings shall be scheduled in a timely manner at  
7 mutually convenient times for all parties.

8 CSEA and the District support the concept of progressive discipline  
9 in order to remediate conduct. Accordingly, the levels listed below are  
10 progressive in nature and shall typically be followed in the order listed,  
11 unless certain conditions exist that warrant full or partial bypass of said  
12 levels. Levels shall not be bypassed arbitrarily or capriciously.

13 Discipline may progress to a higher level for subsequent violations of  
14 any acts specified in Section 1—Disciplinary Action for Cause Only.

15 A. Level 1, Oral Warning: oral warning specifying the misconduct and  
16 directives for improvement. The oral warning shall be summarized  
17 and presented to the unit member either in writing or electronically.  
18 Notations and summaries of oral warnings shall not be placed in the  
19 unit member's Personnel File, unless used as documentation in Level  
20 3 Progressive Discipline, or higher.

21 B. Level 2, Written Warning: written warning specifying the misconduct  
22 and directives for improvement. The unit member shall sign the



1 **ARTICLE XVII - (cont.)**

2 written warning, indicating receipt only of the document; the unit  
3 member shall have the right to respond to the document and have the  
4 response attached to the document. The written warning shall not be  
5 placed in the unit member's Personnel File, unless used as  
6 documentation in Level 3 Progressive Discipline, or higher.

7 C. Level 3, Written Reprimand: a formal, written reprimand specifying  
8 the misconduct and directives for improvement. The unit member  
9 shall sign the written reprimand, indicating receipt only of the  
10 document; the unit member shall have the right to respond to the  
11 document and have the response attached to the document. The  
12 written reprimand shall be placed in the unit member's Personnel File  
13 and may be used in subsequent discipline.

14 D. Suspension With or Without Pay: Receipt of a second written  
15 reprimand within a two-year (2-year) period of time shall constitute  
16 grounds for suspension with or without pay subject to the disciplinary  
17 process. The length of suspension shall correlate to the severity of the  
18 misconduct. Suspension without pay shall not exceed twenty (20)  
19 days within one calendar year, except for periods of time needed to  
20 comply with due process.

21 E. Termination: a permanent separation from employment with the  
22 District.

1 **ARTICLE XVII - (cont.)**

2 **3. Filing of Charges:**

3 Documentation used to file charges against a unit member shall be  
4 within a two-year (2-year) time period. Upon the filing of such charges,  
5 a copy thereof shall be served upon the unit member either personally or  
6 by U.S. certified mail at his/her last address as shown on District records.

7 The notification to the unit member shall contain the following:

8 A. A statement in ordinary and concise language of the specific act or  
9 omissions committed by the unit member.

10 B. A statement that the unit member has a right to either an open or  
11 closed hearing on such charges.

12 C. A document, the signing and filing of which shall constitute a demand  
13 for hearing and a denial of all charges.

14 **4. Demand for Hearing and Denial of Charges:**

15 A. A unit member must file a demand for a hearing within five (5)  
16 working days after receipt of notice, which shall be computed from  
17 the time of mailing or personal service on the unit member, as  
18 specified in #2, above, as the case may be.

19 B. If the unit member does not file a timely demand for a hearing, the  
20 Board may proceed upon the charges at any time without further  
21 notice to the unit member.

22 **5. Notice of Hearing:**

1 **ARTICLE XVII - (cont.)**

2 A. The Superintendent or his/her designee shall establish a time and a  
3 place for the hearing and shall give at least five (5) working days  
4 written notice of hearing to the unit member.

5 B. The notice of hearing shall either be personally served on the unit  
6 member or sent to him/her by U.S. certified mail at his/her last address  
7 as shown on District records. Notice shall be computed from the time  
8 of receipt of such mailing or personal service on the employee, as the  
9 case may be.

10 **6. Hearing:**

11 A. At the disciplinary hearing the unit member and the District shall  
12 be afforded equal opportunity to present evidence.

13 B. Within a reasonable period of time after the completion of the  
14 hearing the Board of Trustees shall render a decision, which shall  
15 be final.

16 C. The Superintendent or designee shall enforce the decision of the  
17 Board of Trustees.

18 //

## ARTICLE XVIII - GRIEVANCE PROCEDURE

### 1. Definitions:

- A. Grievance: an alleged misapplication, misrepresentation, or violation of a specific provision of this Agreement or rules/regulations implementing this Agreement which adversely affects the grievant.
- B. Grievant: one or more employees covered by this Agreement filing a grievance or the Association.
- C. Day: any day during which the Selma Unified School District Office is open to the public for business.
- D. Immediate Supervisor: the first level supervisor who has immediate responsibilities over the grievant.

### 2. Rights of Representation:

A unit member may be represented at all stages of this procedure by himself/herself, or at his/her agreement, by a representative selected by the Association. Costs for such representation shall be borne by the unit member or the Association.

### 3. Miscellaneous Provisions:

- A. The purpose of the grievance procedure is to attempt to secure equitable solutions to grievances. All parties agree that the grievant and immediate supervisor should attempt to resolve the grievance at the informal level.
- B. All parties shall cooperate in an effort to process a grievance in good

1 **ARTICLE XVIII – (cont.)**

2 faith.

3 C. The filing of a grievance shall not reflect unfavorably upon the  
4 grievant. No reprisals of any kind shall be taken by any management  
5 personnel and/or the Board of Trustees against any grievant, any  
6 member of the Association, or any other participant in this procedure.

7 D. In the event a grievance is filed at such a time that it cannot be  
8 processed through all the steps in this procedure by the end of the  
9 school year, then the time limits set forth herein may be reduced by  
10 written mutual consent so that the procedure may be completed prior  
11 to the end of the school year or as soon, thereafter, as practicable.

12 E. Decisions rendered at Levels I through III of the procedure will be  
13 transmitted promptly in writing, setting forth the decisions and the  
14 reasons, to all parties of interest and the Chapter President. Time  
15 limits for appeal provided at each level shall begin the day following  
16 receipt of the written decision.

17 F. A unit member whose presence is necessary during any level of this  
18 procedure shall, upon notice to his/her immediate supervisor, be  
19 released without loss of pay. Such determination shall be made by the  
20 grievant or his/her representative and the Superintendent or his/her  
21 designee.

22 G. Each leveled, original, completed Grievance Form and signed

1 **ARTICLE XVIII – (cont.)**

2 resolution shall be maintained at the District Office in a separate file  
3 and will not be kept in the Personnel file of any of the participants.

4 Upon request, reasonable notice, and under supervision, the grievant  
5 shall be entitled to examine the contents of said file or may request a  
6 copy of the file in its entirety.

7 H. The grievance forms shall be created and revised by the Association  
8 after the District has had an opportunity for input. The Association  
9 shall make the grievance forms available to unit members.

10 I. The District agrees to provide reasonable release time for the  
11 processing of grievances.

12 J. Upon mutual agreement between CSEA and the District, a grievant  
13 may bypass the informal and Level I stages of the grievance process  
14 and proceed to Level II.

15 **4. Procedures for Resolving a Grievance:**

16 A. If the same problem is stated by more than one (1) unit member, only  
17 one (1) grievant, on behalf of himself/herself and the other grievants,  
18 may process the grievance through this procedure. The names of all  
19 grievants, or the Association, on behalf of the grievants, shall appear  
20 on all documents related to the settlement of the grievance.

21 B. The time limits provided for in this Agreement may be extended by  
22 mutual written agreement of the parties. Failure by the District to

1 **ARTICLE XVIII – (cont.)**

2 meet a deadline at each level set in this policy shall result in the  
3 progression to the next level of the grievance process. Any remedy  
4 not appealed by the Association within the time limits from one level  
5 to the next level in this procedure shall be considered settled on the  
6 basis of the last proposed resolution by the District and not subject to  
7 further appeal.

8 C. Informal Resolution:

- 9 1. Before filing a formal grievance, the grievant shall request a  
10 meeting with the immediate supervisor and shall inform the  
11 supervisor at the time of the request that the intent of the meeting  
12 is to attempt to resolve the grievance at the informal level.
- 13 2. Within three (3) days of the informal grievance meeting, the  
14 supervisor shall provide the grievant with a written response  
15 indicating the proposed resolution(s), if any.

16 D. Formal Resolution, Level I:

- 17 1. Within ten (10) days of the act or omission giving rise to a  
18 grievance, or within ten (10) days of when the grievant might have  
19 reasonably known of the act or omission, the grievant must file a  
20 formal grievance in writing with the grievant's immediate  
21 supervisor.
- 22 2. The written statement of the grievance shall be on the appropriate

1 **ARTICLE XVIII – (cont.)**

2 form and shall include the name(s) of the grievant(s) or the  
3 Association, general and specific grounds of the grievance, the  
4 date or dates the alleged act or omission occurred, the specific  
5 provisions of the contract violated, a statement of the steps  
6 initiated by the grievant and/or the supervisor to resolve the  
7 grievance by informal means, and any other pertinent information  
8 which might assist the District in determining the proper resolution  
9 of the grievance.

10 The written statement shall also include the specific act or acts  
11 which the aggrieved person desires the district supervisor to take  
12 to remedy the grievance.

- 13 3. The immediate supervisor shall respond in writing to the grievant  
14 on the appropriate form within ten (10) days after receiving the  
15 grievance. The written response shall include proposed  
16 resolutions. Within the ten (10) days, either party may request a  
17 conference in order to resolve the grievance.

18 E. Formal Resolution, Level II:

- 19 1. In the event the grievant is not satisfied with the decision rendered  
20 at Level I, the grievant may appeal the decision on the appropriate  
21 form to the Assistant Superintendent, Human Resources, within  
22 ten (10) days. This statement shall include a copy of the original



1 **ARTICLE XVIII – (cont.)**

2 grievance, the decision rendered, and a clear, concise statement of  
3 the reasons for the appeal.

4 2. Within ten (10) days of receipt of the Level II grievance, the  
5 Assistant Superintendent, Human Resources, may conduct a  
6 meeting with the grievant, the immediate supervisor, and the  
7 appropriate Association leaders.

8 3. Within ten (10) days of receipt of the Level II grievance, the  
9 Assistant Superintendent, Human Resources, shall respond in  
10 writing to the grievant on the appropriate form. The written  
11 response shall include proposed resolutions.

12 F. Formal Resolution, Level III:

13 1. If the grievant is not satisfied with the decision at Level II, the  
14 grievant may appeal the decision on the appropriate form to the  
15 District Superintendent within ten (10) days.

16 2. This appeal shall include copies of the following: the Level I and  
17 Level II grievances, the decisions rendered, the appeals, and a  
18 clear and concise statement of the reasons for the appeal. The  
19 District Superintendent shall respond in writing to the grievant on  
20 the appropriate form within ten (10) days after receiving the  
21 grievance. The written response shall include proposed  
22 resolutions.

1 **ARTICLE XVIII – (cont.)**

- 2 3. The Association has the sole authority and discretion to approve  
3 or disapprove any grievance for processing beyond Level III of  
4 this Article.

5 G. Formal Resolution, Level IV:

- 6 1. If the grievant is not satisfied with the decision at Level III, within  
7 ten (10) days of receipt of the written decision, the grievant, or the  
8 Association representative on behalf of the grievant, may submit  
9 the grievance to mediation with a mediator designated by the State  
10 Mediation and Conciliation Service.
- 11 2. If an agreement is reached at mediation, the agreement shall be  
12 reduced to writing and shall be signed by the grievant, the  
13 Association, and the District. This agreement shall be non-  
14 precedential and shall constitute a settlement of the grievance.
- 15 3. If the Association and the District have not resolved the grievance  
16 with the assistance of the mediator, the Association may proceed  
17 to Level V.

18 H. Formal Resolution, Level V:

- 19 1. If the grievant is not satisfied with the decision at Level IV, within  
20 ten (10) days, he/she may request that the Association, at its  
21 discretion, submit in writing to the Superintendent a notice of  
22 intent to forward the dispute to advisory arbitration.

1 **ARTICLE XVIII – (cont.)**

2           2. The Association and the District shall attempt to agree upon an  
3           arbitrator. If no agreement can be reached within ten (10) days,  
4           the parties shall request the California State Mediation and  
5           Conciliation Service to supply a panel of five (5) names of persons  
6           experienced in hearing grievances in public schools. Each party  
7           shall alternately strike a name until only one (1) name remains.  
8           The remaining panel member shall be the arbitrator. The order of  
9           striking shall be determined by lot.

10          3. The fees and expenses of the arbitrator and the hearing shall be  
11          borne equally by the District and the Association. All other  
12          expenses shall be borne by the party incurring them.

13          4. The arbitrator shall, as soon as possible, hear evidence and render  
14          a decision on the issue or issues submitted. If the parties cannot  
15          agree upon a submission agreement, the arbitrator shall determine  
16          the issues by referring to the written grievance and the answers  
17          thereto at each step.

18          5. The arbitrator will have no power to add to, subtract from, or  
19          modify the terms of this Agreement or the District's written  
20          policies.

21          6. Within thirty (30) days after the hearing, the parties must submit  
22          written arguments to the arbitrator. Thereafter, the arbitrator shall

1 **ARTICLE XVIII – (cont.)**

2 submit in writing to all parties his/her findings of facts, reasoning,  
3 and conclusions on the issues submitted.

4 I. Formal Resolution, Level VI:

5 The Board of Trustees shall act to accept or reject the arbitrator's  
6 decision at Level V within the next two regularly scheduled Board  
7 meetings. The Board of Trustees alone has the power to render the  
8 final decision regarding the grievance. The Board is not bound by any  
9 determination at any level of the grievance procedures set forth herein.

10 J. Formal Resolution, Level VII:

- 11 1. In the event a party is not satisfied with the decision at Level VI,  
12 then a case may be filed with a court of competent jurisdiction.

13 **5. Matters Excluded from This Provision:**

14 A. Any allegation arising out of or in any way connected with the  
15 following is excluded from this procedure:

- 16 1. Selection of new employees or promotion of employees within the  
17 District.  
18 2. The decision to layoff classified staff in accordance with the  
19 Education Code.  
20 3. Matters which have become moot. Disputes as to whether a matter  
21 is moot shall be decided by mutual consent of the Board of  
22 Trustees and the grievant.

**ARTICLE XVIII – (cont.)**

4. The content of a formal evaluation.

//

## ARTICLE XIX - TRANSPORTATION PROVISION

### Definitions:

Bus Route: transportation of students in a specific direction, regularly assigned to a single bus, involving a set schedule and consistent group of students, most commonly known as typical, daily home-to-school/school-to-home transportation; a bus route includes After School Programs; may include bus runs.

Bus Run: a short-term trip taken from the transportation yard and back in most cases, for purposes of transporting student(s) to and/or from school at a specified time, typically lasting no more than thirty (30) minutes from start to finish, and not year-long in nature; transportation that does not normally require driver schedule adjustments; can usually be completed within a driver's assigned hours; bus runs may be incorporated into regular routes; may be included as part of a bus route.

Field Trip: for purposes of field trip assignments, a "field trip" is a trip that is processed in the Transportation Department and requires the services of a district vehicle and driver, with a destination to a location that is other than the typical home/school services.

#### **1. Transportation - Non-concurrent Field Trips:**

Any field trip that is not run concurrently with the unit members regular route or within thirty (30) minutes of his/her regular route shall be considered a call back and be paid no less than two (2) hours worked.

#### **2. Standby Time:**

When unit members have less than thirty (30) minutes between routes,

1 **ARTICLE XIX - (cont.)**

2 runs, or field trips, such time being too short for them to go home or  
3 otherwise attend to their own affairs, such time shall be calculated as time  
4 worked towards their work week. During this time, the unit member shall  
5 be available for work assignments within the assigned department.

6 **3. Layovers:**

7 On any trip which involves a layover, the District is responsible for  
8 providing meals for the unit members at the established District rates. On  
9 a trip which requires the driver to be on duty sixteen (16) hours in a single  
10 shift, clean and safe lodgings shall also be provided. Bus drivers shall  
11 obtain authorization from the Transportation Supervisor prior to changing  
12 lodging accommodations. Unit members will not be paid for a layover  
13 beyond sixteen (16) hours within any twenty-four (24) hour period.

14 **4. Computation of Time on Trips:**

15 On any trip(s) when a unit member is transporting students or is in  
16 standby status, all time involved shall be counted as time worked toward  
17 the work week. All unit members may be required to remain with the bus  
18 under certain circumstances. This is not to include rest time. All driving  
19 time and standby time shall be computed at the pay rates defined under  
20 "Salary Rates" in Article VI. Section 45128 of the Education Code shall  
21 apply whenever applicable.  
22

1 **ARTICLE XIX - (cont.)**

2 **5. Field Trips:**

3 A. Itinerary:

4 1. On all field trips a complete schedule itinerary shall be presented  
5 to the unit member(s) indicating the following:

6 a. Destination

7 b. Route to be taken

8 c. Order of buses when more than one bus is operated

9 d. Rest or meal stops (when, where, and how long)

10 e. Scheduled time on arrivals and departures

11 2. The unit member shall have the authority to implement the  
12 itinerary.

13 3. The unit member is to maintain the established route unless  
14 driving conditions are unsafe, in which case, the unit member may  
15 choose an alternative route.

16 B. Use of District Vehicles and Charter Services:

17 1. District will post all district and charter operated field trips.

18 2. The District will endeavor to continue to prioritize the use of  
19 District operated vehicles for field trips, particularly when funds  
20 are expended from the general fund.

21 3. CSEA understands the District has the discretion to contract with  
22 Charter Companies.



1 **ARTICLE XIX - (cont.)**

2 C. Compensation for Field Trips

3 Unit members shall be compensated only for hours worked based  
4 on rates of pay described under "Salary Rates" in Article VI. Unit  
5 members shall not be compensated for inactive time.

6 **6. Cancelled and Rescheduled Trips:**

7 A. When a driver's trip is cancelled for any reason due to no fault of  
8 the driver, the driver shall be offered the next unassigned trip from  
9 the same rotation board.

10 B. In addition to "A" above, when a trip has been canceled with less  
11 than a two (2) hour notification to the assigned unit member, a  
12 payment of not less than three (3) hours shall be made to the unit  
13 member.

14 C. Rescheduled trips shall be processed in the same manner as  
15 cancelled trips, in that the driver shall be offered the next unassigned  
16 trip from the same rotation board, compensated in accordance with  
17 6.b above, and the trip shall be put back into the trip rotation for  
18 reassignment.

19 **7. Parking Responsibility:**

20 A unit member shall take the responsibility upon himself/herself to  
21 park a school bus in a properly authorized area (whenever applicable).

22 Drivers may be required to remain with the bus during assigned time.

1 **ARTICLE XIX - (cont.)**

2 Such time is not to include rest time.

3 **8. Unsafe Conditions:**

4 In unsafe conditions, it shall be the responsibility of the unit member  
5 to pull off to the side of the road; to wait until the unsafe condition is  
6 cleared sufficiently before proceeding; and, to advise the transportation  
7 department of the situation.

8 **9. Reimbursement of License Fees:**

9 After initial employment and upon acquiring a school bus driving  
10 certificate, a unit member shall be reimbursed for the monies spent  
11 obtaining said certificate.

12 **10. Reimbursement for Physical Examinations:**

13 The District agrees to pay the cost [not to exceed one hundred dollars  
14 (\$100)] of the medical examination required for the continuance of a  
15 school bus driving certificate for those unit members not covered by  
16 District paid medical benefits. The District retains the right to designate  
17 the physician. Unit members covered by District-paid medical benefits  
18 shall have the cost of physical examination billed to the current medical  
19 benefits plan.

20 **11. Conduct of Drivers:**

21 While on duty, each unit member shall conduct himself/herself with  
22 due propriety both in personal appearance and in actions. This applies

1 **ARTICLE XIX - (cont.)**

2 when dealing with students, teachers, fellow employees, and the general  
3 public.

4 **12. Drivers' Rotation Boards:**

5 Field Trip Rotation Boards: The District shall maintain two (2) field  
6 trip rotation boards: one board for Monday-Friday/Non-School Day field  
7 trips and one board for Saturday-Sunday field trips. The establishment  
8 of these trip boards eliminates the expectation of tracking individual  
9 driver hours. The trip boards shall be maintained, and the following  
10 shall apply:

11 Field Trip Rotation: On any field trips, the unit members shall be  
12 selected on a rotating basis, and the names of the unit members and their  
13 relativity in the rotating list shall be updated regularly and shall remain  
14 posted. Exceptions may occur whenever the best interests of the District  
15 may be better served by deviating from the rotating system due to an  
16 emergency or driver proficiency.

17 A. Drivers are placed on the boards by seniority. The trip board shall not  
18 be reset at the beginning of the fiscal year.

19 B. Drivers who have elected not to participate in any extra time or  
20 overtime hours may participate at a later time by notifying the  
21 Transportation Supervisor.  
22

1 **ARTICLE XIX - (cont.)**

2 C. Drivers who elect to participate at a later date and newly hired drivers  
3 shall be placed into the rotation based on their seniority.

4 D. Trips on the Monday-Friday/Non-School Day and Saturday-Sunday  
5 trip boards shall be offered to drivers on a rotational basis.

6 1. If a driver elects to decline a trip when it is offered, he/she must  
7 wait until a complete rotation cycle has been completed before  
8 another Monday-Friday/Non-School Day or Saturday-Sunday trip  
9 is offered.

10 2. If a trip is cancelled and rescheduled, the rescheduled trip shall be  
11 placed on the same trip rotation board, if applicable.

12 E. All field trip and vehicle requests shall be date and time stamped as  
13 they are received in the transportation department and shall be placed  
14 on the trip board in the order they are received.

15 F. The trip boards do not apply to substitute employees. Substitute  
16 employees shall be utilized for field trips outside of the regular school  
17 day only when the rotation on the trip boards has been exhausted and  
18 all unit members have declined the opportunity.

19 **13. Time Allowed for Bus Preparation for Trips:**

20 On any type of trip taken in the evening or weekend, there shall be  
21 thirty (30) minutes for unit members to prepare and check out the bus for  
22 the trip and thirty (30) minutes at the end of the trip to clean the bus.

1 **ARTICLE XIX - (cont.)**

2 **14. Reimbursement for Authorized Expenses:**

3 A bus driver assigned to a field trip that encompasses breakfast (two  
4 hours prior to the unit member's usual start time) lunch (for out of district  
5 trips only), and/or dinner (after 6pm) may claim the standard meal  
6 reimbursement specified in Board Policy 3350 only for meals actually  
7 purchased and verified with a receipt. Any expenses such as bus entry  
8 fees, tolls, and parking fees shall be reimbursed by the District with  
9 submission of receipts.

10 **15. Scheduling Errors**

11 When a scheduling error has been made in assigning trips in rotation  
12 and is brought to the attention of the Supervisor within five (5) days before  
13 or after the trip, and the Supervisor determines an error was made, the  
14 driver shall be offered the next unassigned trip on the trip board on which  
15 the error occurred.

16 **16. Bus Driver/Instructor**

17 The Bus Driver/Instructor shall qualify for field trips on the Monday-  
18 Friday/Non-School Day rotation trip board only if the trip begins after  
19 1:30 p.m. The Bus/Driver/Instructor may participate in the Saturday-  
20 Sunday trip board without restriction. The Bus Driver/Instructor shall not  
21 be assigned to a regular route, but may drive a route(s) based on the needs  
22 of the District.

1 **ARTICLE XIX - (cont.)**

2 **17. Emergency Trips**

3           When an emergency trip is received and the District is not able to  
4           follow the usual rotation process, the first available driver shall be  
5           assigned the trip without affecting that driver's position on the rotation  
6           board. An "emergency trip" is one in which students are waiting for the  
7           bus to arrive. //

1 **ARTICLE XX - SEVERABILITY**

2 **1. Savings Clause:**

3 If during the life of this Agreement there exists any applicable law or  
4 any applicable rule, regulation, or order issued by governmental authority  
5 other than the District which shall render invalid or restrain compliance  
6 with or enforcement of any provision of this Agreement, such provision  
7 shall be immediately suspended and be of no effect, thereunder, so long  
8 as such law, rule, regulation, or order shall remain in effect. Such  
9 invalidation of a part or portion of this Agreement shall not invalidate any  
10 remaining portions which shall continue in full force and effect.

11 **2. Replacement for Severed Provision:**

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

16 //

## ARTICLE XXI - EARLY RETIREMENT BENEFITS

### 1. Application for Retirement:

Upon application to the Board of Trustees a minimum of sixty (60) calendar days prior to the effective retirement date, a unit member may elect to retire from the Selma Unified School District and maintain the applicable health insurance benefits of employment, subject to the following conditions:

- A. The unit member must be at least fifty-five (55) years of age and not more than sixty-four (64) years of age on the effective date of retirement, and,
- B. The employee must retire in full from employment with the Selma Unified School District effective on or before June 30 of the year of application, and, either
- C. If hired prior to January 1, 1992, unit member must have been employed by the Selma Unified School District in a classified position for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment, or
- D. If hired after January 1, 1992, unit member must have been employed by the Selma Unified School District in a classified position for at least fifteen (15) years, of which the immediate preceding two (2) years were full-time employment.

### 2. Eligible Benefits:



1 **ARTICLE XXI - (cont.)**

2 Unit member retirees participating in this program, shall be entitled to  
3 health benefits coverage, medical only, until the retiree reaches the age of  
4 sixty-five (65) or otherwise terminates participation in the program.

5 **3. Premium Payments:**

6 The cost of the premium for the health benefits coverage outlined in  
7 Item 2, above, shall be as follows:

8 A. The District agrees to pay the premium cost equal to the negotiated  
9 base paid for regular unit members until retiree reaches age sixty-  
10 five (65), as stated in Article IX, Health and Welfare Benefits.

11 **4. Termination of Participation:**

12 Paid participation in the District health insurance program shall be  
13 terminated upon any of the following:

- 14 A. The retiree reaches age sixty-five (65),  
15 B. The retiree's death,  
16 C. The retiree notifies the District in writing of the election to  
17 terminate participation, or  
18 D. The health insurance carrier refuses to cover the retiree under the  
19 rate for other members of the classified bargaining unit, or  
20 E. The retiree becomes a recipient of benefits under any other health  
21 plan.

22 //

1 **ARTICLE XXII - LAYOFF AND REEMPLOYMENT**

2 Introduction: In order to maintain consistent application of the guidelines of  
3 the Education Code and determinations of the Public Employment Relations  
4 Board, the provisions enumerated below shall be followed at the time the  
5 District decides to layoff any unit member, the effects of such layoff shall be  
6 negotiated between the District and CSEA.

7 **1. Reason for Layoff:**

8 Unit member(s) shall be subject to layoff for lack of work or lack of  
9 funds.

10 **2. Notice of Layoff:**

11 A. When classified employees will be subject to layoff for lack of funds,  
12 the unit member(s) to be laid off at the end of such school year shall  
13 be given written notice not less than sixty (60) days prior to the  
14 effective date of their layoff.

15 B. When, as a result of a bona fide reduction or elimination of the service  
16 being performed by any department, unit member(s) shall be subject  
17 to layoff for lack of work; affected unit member(s) shall be given  
18 layoff notice of not less than sixty (60) days prior to the effective day  
19 of layoff.

20 **3. Order of Layoff:**

21 A. Whenever a unit member is laid off, the order of layoff in the  
22 "classification" unit shall be determined by "length of service." The

1 **ARTICLE XXII - (cont.)**

2 unit member who has been employed the shortest time in the  
3 "classification" shall be laid off first.

4 B. "Length of service" means seniority and shall be based on "date of  
5 hire" by the District into a bargaining unit "classification."

6 C. "Date of hire" means the first date in paid status in a "classification."  
7 Substitute service is not credited for seniority purposes.

8 D. "Same date of hire" means that two (2) or more individuals in the  
9 same classification have the same start date in a paid status, exclusive  
10 of substitute work.

11 **4. Bumping Rights:**

12 A. Unit members laid off from his/her present "classification" may bump  
13 into any "classification" in which said unit member has seniority.

14 B. When bumping occurs, the most senior unit member affected by  
15 layoff shall be offered his/her choice of any less senior positions in  
16 that classification or in a different classification, whether lower or  
17 higher, in which he/she has seniority.

18 **5. Equal Seniority:**

19 A. If two (2) or more unit members subject to layoff have equal  
20 classification seniority, then the determination shall be made by  
21 lottery and determined, at the time, by the Association and District,  
22 as set forth in Article XV, 1.F.1.

1 **ARTICLE XXII - (cont.)**

2 **6. Reemployment Rights:**

3 A. Unit members laid off because of lack of work or lack of funds are  
4 eligible for reemployment for a period of thirty-nine (39) months and  
5 shall be reemployed in preference to new applicants for any vacant  
6 position for which the classified employee applies and is qualified.

7 B. Unit member(s) who take voluntary demotions or voluntary  
8 reductions in lieu of layoff shall be granted the same rights as persons  
9 laid off and shall retain eligibility to be considered for reemployment  
10 for an additional period of twenty-four (24) months, provided that the  
11 same tests of fitness under which they qualified for appointment to the  
12 class still apply.

13 **7. Notification of Reemployment Openings:**

14 A. Any employee who is laid off and is subsequently eligible for  
15 reemployment shall be notified in writing by the District of any  
16 opening. Such notice shall be sent by regular mail to the last address  
17 given the District by the employee, and a copy shall be sent to the  
18 Chapter President.

19 **8. Unit Member(s) Notification to District:**

20 A. A unit member shall notify the District in writing of his/her intent to  
21 accept or refuse reemployment within five (5) calendar days following  
22 receipt of the reemployment notice.

1 **ARTICLE XXII - (cont.)**

2 B. If the Unit member accepts reemployment, the unit member(s) shall  
3 return to work within ten (10) calendar days following receipt of the  
4 reemployment notice.

5 C. If the unit member refuses reemployment following his/her receipt of  
6 two (2) written notices of District openings, the unit member's name  
7 shall be removed from the reemployment list.

8 **9. Miscellaneous:**

9 The District has the right to determine whether a classification shall  
10 be subject to layoff. All parties acknowledge the following provisions  
11 meet the District obligation to negotiate as set forth in law for layoff.

12 A. Any unit member receiving health benefits at the time of layoff shall  
13 retain his/her health benefits through the end of the last day of the  
14 month in which the layoff becomes effective or through June 30<sup>th</sup> for  
15 twelve (12) month employees and August 31<sup>st</sup> for ten (10) and eleven  
16 (11) month employees.

17 B. Substitute work and extra work shall be offered to employees in the  
18 following priority order:

- 19 1. Employees in complete layoff status
- 20 2. Employees whose hours have been reduced.
- 21 3. If work is declined by the two groups cited above, work shall then  
22 be offered to on-site or department employees. //

1 **ARTICLE XXIII-CUSTODIAL MEETINGS**

2 CSEA and the District agree to form a custodial committee for the  
3 purpose of discussing workload and scheduling issues. The committee  
4 shall consist of one custodian from the high school, one from the middle  
5 school, one from the elementary schools and one CSEA representative.  
6 The District shall select four administrators/managers to serve on the  
7 committee. Meetings shall be held on or about the first day of the months  
8 August, October, December, March, and June at a time mutually agreed  
9 to by both parties. Meetings will have a specific agenda and shall not last  
10 more than 1.5 hours.

11 //

1 **ARTICLE XXIV –MEET AND CONFER**

2 CSEA and the District agree to meet and confer for the purpose of  
3 informing, discussing, and resolving issues and/or concerns relating to  
4 terms and conditions of employment.

5 The Meet and Confer meetings shall occur once a month, August  
6 through May, unless otherwise mutually agreed upon by both parties.  
7 The District shall provide the tentative schedule of Meet and Confer  
8 meetings prior to the August meeting.

9 This Article shall become void should there be any change of  
10 employment among the Assistant Superintendents or Superintendent,  
11 unless agreed upon in a Memorandum of Understanding.

12 //

1 **ARTICLE XXV - NEGOTIATIONS**

2 **1. Notification and Public Notice:**

3 If either party desires to alter or amend this Agreement, it shall, not  
4 more than one-hundred-twenty (120) days and not less than sixty (60)  
5 days prior to the termination date set forth under Article XXVI, Term of  
6 Agreement, provide written notice and a proposal to the other party of  
7 said desire and the nature of the amendments and cause the public notice  
8 provisions of law to be fulfilled.

9 **2. Commencement of Negotiations:**

10 Within five (5) days of satisfaction of the public notice requirement  
11 and not later than forty-five (45) days following submission of the  
12 proposal, negotiations shall commence at a mutually acceptable time and  
13 place for the purpose of considering changes in this Agreement.

14 **3. Impasse:**

15 Impasse proceedings shall be in accordance with the provisions of the  
16 Rodda Act, SB 160.

17 **4. Negotiations Reopener:**

18 Re-openers shall be limited to Articles X and XI; one additional article  
19 selected by the District and one additional article selected by CSEA in  
20 each subsequent year of the contract.

21  
22 //



1 **ARTICLE XXVI -TERM OF AGREEMENT**

2           This Agreement shall commence July 1, 2018, and shall remain in full  
3           force and effect up to and including June 30, 2021, and, thereafter, shall  
4           continue in effect year by year unless one of the parties notifies the other  
5           in writing, no later than April 30 of its request to amend or terminate the  
6           Agreement.

7  
8  
9  
10  
11  
12  
13           Signed and entered into this 2<sup>nd</sup> day of July, 2018. Revised and entered  
14           into this 23<sup>rd</sup> day of January, 2020.

15  
16  
17           **SELMA UNIFIED SCHOOL DISTRICT**

**CSEA CHAPTER 231**

18  
19           Tanya A. Fisher, Ed.D.

Gerri E. Garcia

20           Tanya A. Fisher, Ed.D.

                  Gerri Garcia

21           District Superintendent

                  CSEA President, Chapter 231

22           //

**SELMA UNIFIED SCHOOL DISTRICT**  
**Classification Schedule for Classified Employees 2019-2020**

**CLASSIFICATIONS:**

<b>CAMPUS SAFETY SERIES</b>	<b>Range</b>
Campus Safety Officer II	20
Campus Safety Officer I	17
Campus Safety Assistant	11
<b>CHILD NUTRITION SERIES</b>	
Lead Food Service Operator II (Middle and High Schools)	22
Lead Food Service Operator I (Elementary Schools)	17
Snack Bar Operator	15
Food Service Assistant II	14
Food Service Assistant I	11
<b>CLERICAL SERIES</b>	
Data/Accountability Specialist, Adult School	20
High School Registrar	20
Printing Services Technician	19
ASB Accounting Technician - High School	18
ASB Accounting Technician - Middle School	16
Middle School Registrar	16
Attendance Technician	14
District Receptionist	13
Office Assistant II	13
Program Support Assistant	12
Office Assistant I	11
<b>FISCAL SERIES</b>	
Accounting Technician	27
Purchasing Assistant	27
<b>HEALTH SERVICES SERIES</b>	
Licensed Vocational Nurse	29
Athletic Trainer	23
Health Care Technician	23
Health Care Assistant	20
<b>INFORMATION TECHNOLOGY SERIES</b>	
Systems Engineer	37
Student Data Assessment Technician	35
Network Analyst	34
Information Technology Support Technician	32
<b>INSTRUCTIONAL SUPPORT SERIES</b>	
Behavior Intervention Specialist	30
Career Technician	30
Guidance Outreach Specialist	30
AVID Tutor	21
Doctor's Academy Tutor	21
Summer Clinical Research Assistant	21
After School Program Specialist	20
Migrant Program Specialist	20
Library Technician II (with certification, Middle and High Schools)	18
Music Assistant: (Vocal, Instrumental & Mexican Dance)	17
Library Technician I (with certification, Heartland /Elementary Schools)	16
Community Liaison	15

**SELMA UNIFIED SCHOOL DISTRICT**  
**Classification Schedule for Classified Employees 2019-2020**

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**INSTRUCTIONAL SUPPORT SERIES (cont.)**

Range

Instructional Assistant II	14
Instructional Assistant - Bilingual II	14
Instructional Assistant - Positive Behavior	14
Instructional Assistant - Special Circumstance (SCIA)	14
Instructional Assistant II - Special Education RSP/Speech	14
Instructional Assistant - Special Education-SDC	14
Library Clerk II (Middle and High Schools)	14
Physical Education Assistant	14
Instructional Assistant I	12
Instructional Assistant - Bilingual I	12
Instructional Assistant I - Special Education RSP/Speech	12
Library Clerk I (Heartland and Elementary Schools)	12

**MAINTENANCE/OPERATION SERIES**

Lead Mechanic	28
Ag Farm Coordinator	23
Bus Driver/Instructor	23
Warehouse Worker	23
Mechanic	22
Bus Driver/Service Worker	21
Maintenance Worker	21
Bus Driver	19
Warehouse Worker/Delivery Driver	18
Groundskeeper	16
Pool Technician	16
Custodian	15

**SECRETARIAL SERIES**

Executive Clerk	30
Administrative Technician, Information Technology	27
Child Nutrition Technician	27
Pupil Services Technician	27
State and Federal Programs Technician	27
Transportation Routing Technician	27
Administrative Assistant - Adult Ed., Alt. Ed., C & I, MOT, Pupil Services	23
School Administrative Assistant - High School	22
School Administrative Assistant - Middle School	21
Induction Program Specialist	20
Transportation Support Specialist	20
School Administrative Assistant - Elementary School	19
Administrative Assistant - Assessments/Interventions	16
Administrative Assistant, Athletics/Student Services	16
Administrative Assistant - Library/Media	16

Board Approved: February 11, 2020

**SELMA UNIFIED SCHOOL DISTRICT  
CLASSIFIED EMPLOYEE SALARY SCHEDULE  
FISCAL YEAR 2019-2020**

Range	Monthly Step 1		Monthly Step 2		Monthly Step 3		Monthly Step 4		Monthly Step 5		Monthly Step 6		Range
11	2,432	13.97	2,555	14.68	2,686	15.43	2,827	16.25	2,953	16.97	3,107	17.86	11
12	2,486	14.29	2,620	15.07	2,747	15.79	2,879	16.54	3,033	17.43	3,180	18.28	12
13	2,555	14.68	2,686	15.43	2,827	16.25	2,953	16.97	3,107	17.86	3,265	18.77	13
14	2,622	15.08	2,751	15.81	2,883	16.56	3,037	17.45	3,181	18.29	3,346	19.23	14
15	2,689	15.45	2,828	16.26	2,956	16.98	3,112	17.88	3,268	18.78	3,440	19.77	15
16	2,751	15.81	2,883	16.56	3,037	17.45	3,181	18.29	3,346	19.23	3,520	20.23	16
17	2,828	16.26	2,956	16.98	3,112	17.88	3,268	18.78	3,440	19.77	3,610	20.74	17
18	2,895	16.64	3,043	17.48	3,188	18.32	3,350	19.25	3,522	20.24	3,703	21.28	18
19	2,963	17.02	3,113	17.89	3,274	18.82	3,444	19.79	3,615	20.78	3,793	21.80	19
20	3,045	17.49	3,194	18.35	3,356	19.28	3,525	20.26	3,704	21.29	3,884	22.33	20
21	3,113	17.89	3,274	18.82	3,444	19.79	3,615	20.78	3,793	21.80	3,984	22.90	21
22	3,194	18.35	3,356	19.28	3,525	20.26	3,704	21.29	3,884	22.33	4,082	23.46	22
23	3,274	18.82	3,444	19.79	3,615	20.78	3,793	21.80	3,984	22.90	4,185	24.05	23
24	3,356	19.28	3,525	20.26	3,704	21.29	3,884	22.33	4,082	23.46	4,295	24.68	24
25	3,444	19.79	3,615	20.78	3,793	21.80	3,984	22.90	4,185	24.05	4,388	25.22	25
26	3,525	20.26	3,704	21.29	3,884	22.33	4,082	23.46	4,291	24.66	4,502	25.88	26
27	3,615	20.78	3,793	21.80	3,984	22.90	4,185	24.05	4,388	25.22	4,600	26.44	27
28	3,704	21.29	3,884	22.33	4,078	23.44	4,291	24.66	4,502	25.88	4,731	27.18	28
29	3,793	21.80	3,984	22.90	4,185	24.05	4,388	25.22	4,600	26.44	4,845	27.85	29
30	3,884	22.33	4,082	23.46	4,291	24.66	4,502	25.88	4,726	27.15	4,959	28.50	30
31	3,974	22.84	4,160	23.91	4,373	25.12	4,588	26.37	4,811	27.65	5,050	29.02	31
32	4,042	23.24	4,238	24.36	4,455	25.60	4,675	26.87	4,900	28.16	5,144	29.56	32
33	4,120	23.67	4,316	24.81	4,538	26.08	4,759	27.36	4,988	28.67	5,235	30.09	33
34	4,198	24.12	4,393	25.26	4,620	26.55	4,846	27.85	5,076	29.17	5,327	30.61	34
35	4,276	24.57	4,473	25.70	4,702	27.02	4,932	28.34	5,163	29.67	5,418	31.14	35
36	4,354	25.03	4,550	26.15	4,783	27.49	5,015	28.83	5,250	30.17	5,510	31.67	36
37	4,433	25.48	4,629	26.60	4,865	27.96	5,102	29.31	5,338	30.67	5,600	32.19	37

Ratified by CSEA on: February 11, 2020

Approved by The Board of Trustees on: February 11, 2020

Revision Dates:

Effective Date: July 1, 2019

Total Salary Schedule Increase: 2%

Cap for the Health & Welfare Benefits: \$13,000

VACATION SCHEDULE FOR TWELVE MONTH EMPLOYEES  
AND  
LESS THAN TWELVE MONTH EMPLOYEES  
EARNED VACATION SCHEDULE  
2017-2018

Hire Date on or Before July 1st	11 Month	12 Month	Pro-rated Vacation for Less than 12 Months
2002-03	20.17	22.00	1.83 x # mo. employed
2003-04	19.25	21.00	1.75 x # mo. employed
2004-05	18.37	20.00	1.67 x # mo. employed
2005-06	17.38	19.00	1.58 x # mo. employed
2006-07	16.50	18.00	1.50 x # mo. employed
2007-08	15.62	17.00	1.42 x # mo. employed
2008-09	14.63	16.00	1.33 x # mo. employed
2009-10	13.75	15.00	1.24 x # mo. employed
2010-11	12.87	14.00	1.17 x # mo. employed
2011-12	11.88	13.00	1.08 x # mo. employed
2012-13	11.00	12.00	1.00 x # mo. employed
2013-14	10.12	11.00	0.92 x # mo. employed
2014-15	9.13	10.00	0.83 x # mo. employed
2015-16	9.13	10.00	0.83 x # mo. employed
2016-17	9.13	10.00	0.83 x # mo. employed
2017-18	9.13	10.00	0.83 x # mo. employed

## VACATION SCHEDULE FOR TWELVE MONTH EMPLOYEES

AND

## LESS THAN TWELVE MONTH EMPLOYEES

## EARNED VACATION SCHEDULE

2018-2019

Hire Date on or Before July 1st	11 Month	12 Month	Pro-rated Vacation for Less than 12 Months
2003-04	20.17	22.00	1.83 x # mo. employed
2004-05	19.25	21.00	1.75 x # mo. employed
2005-06	18.37	20.00	1.67 x # mo. employed
2006-07	17.38	19.00	1.58 x # mo. employed
2007-08	16.50	18.00	1.50 x # mo. employed
2008-09	15.62	17.00	1.42 x # mo. employed
2009-10	14.63	16.00	1.33 x # mo. employed
2010-11	13.75	15.00	1.24 x # mo. employed
2011-12	12.87	14.00	1.17 x # mo. employed
2012-13	11.88	13.00	1.08 x # mo. employed
2013-14	11.00	12.00	1.00 x # mo. employed
2014-15	10.12	11.00	0.92 x # mo. employed
2015-16	9.13	10.00	0.83 x # mo. employed
2016-17	9.13	10.00	0.83 x # mo. employed
2017-18	9.13	10.00	0.83 x # mo. employed
2018-19	9.13	10.00	0.83 x # mo. employed

VACATION SCHEDULE FOR TWELVE MONTH EMPLOYEES  
AND  
LESS THAN TWELVE MONTH EMPLOYEES  
EARNED VACATION SCHEDULE  
2019-2020

Hire Date on or Before July 1st	11 Month	12 Month	Pro-rated Vacation for Less than 12 Months
2004-05	20.17	22.00	1.83 x # mo. employed
2005-06	19.25	21.00	1.75 x # mo. employed
2006-07	18.37	20.00	1.67 x # mo. employed
2007-08	17.38	19.00	1.58 x # mo. employed
2008-09	16.50	18.00	1.50 x # mo. employed
2009-10	15.62	17.00	1.42 x # mo. employed
2010-11	14.63	16.00	1.33 x # mo. employed
2011-12	13.75	15.00	1.24 x # mo. employed
2012-13	12.87	14.00	1.17 x # mo. employed
2013-14	11.88	13.00	1.08 x # mo. employed
2014-15	11.00	12.00	1.00 x # mo. employed
2015-16	10.12	11.00	0.92 x # mo. employed
2016-17	9.13	10.00	0.83 x # mo. employed
2017-18	9.13	10.00	0.83 x # mo. employed
2018-19	9.13	10.00	0.83 x # mo. employed
2019-20	9.13	10.00	0.83 x # mo. employed