

**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**THE ROUND VALLEY UNIFIED  
SCHOOL DISTRICT**

**And**

**THE CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION  
CHAPTER 676**

**For the Period  
July 1, 2023 – June 30, 2026**

Revised: 6/26/2023

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## **AGREEMENT**

This Agreement is made and entered into by and between the Round Valley Unified School District (hereinafter “District”) and the California School Employees Association and its Round Valley Chapter No. 676 or its successors (hereinafter “CSEA”) on the date set forth at the end of this Agreement.

## **ARTICLE I: RECOGNITION**

1. The District recognizes CSEA as the exclusive representative of classified employees for the purpose of meeting and negotiating under Chapter 10.7 of Division 4 of Title I of the California Government Code.
2. The CSEA bargaining unit shall consist of positions as set forth in Article VIII of this Agreement.
3. Notwithstanding the above, it is understood that employees hired to fill positions created subsequent to the inception of this Agreement will be covered hereunder if such positions are appropriate to include in the unit, subject to the rulings of the Public Employment Relations Board (PERB) when disagreements arise as to appropriateness.
4. The rights of CSEA and the effect of this Agreement following any alteration in the geographic boundaries of the District shall likewise be subject to the rulings of PERB.

## **ARTICLE II: TERM**

The parties agree that this agreement effective July 1, 2020 through June 30, 2023 is now closed. District and CSEA will meet to negotiate the full contract during the 2019-20 school year for 2020-2023. There shall be no limit to articles.

### **ARTICLE III: DISTRICT RIGHTS**

1. The District retains and reserves unto itself all powers, rights, duties, authority and responsibility conferred upon it and vested in it by the laws and the Constitution of the United States and the State of California, including but without limiting the generality of the foregoing, the right:
  - a. To exercise executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
  - b. To hire all employees and, subject to the provisions of law and this Agreement, determine their qualifications and the conditions for their continued employment.
  - c. To discipline, demote, promote, lay-off, and assign all such employees.
2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement and the laws of the State.
3. Management reserves the right to hire substitute employees as aides when regular employees are unable to work.

#### **ARTICLE IV: ORGANIZATIONAL SECURITY**

1. CSEA shall have the exclusive rights to have employee organization membership dues, initiation and service fees deducted for employees in the bargaining unit by the District.
2. The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are members of CSEA, provided that appropriate written authorization is received from each such employee.
3. The District shall deduct, upon appropriate written authorization, remittance for plans or programs jointly approved by CSEA and District, paying to the designated payee all sums so deducted.
4. The District shall notify CSEA if any member revokes his/her dues authorization.



## **ARTICLE V: EVALUATION PROCEDURES**

1. No less than two (2) evaluations shall take place during the probationary period of employment. One of the two (2) evaluations will take place near the end of the third month of the probationary period; another at the beginning of the sixth month of the probationary period of six (6) months of actual service. Probationary employees completing the probationary period shall become permanent employees of the District.
2. Employees shall be evaluated at least once every two (2) years. For permanent employees employed for at least ten (10) years in the District and whose most recent evaluation has indicated he/she has met the job standards, shall upon agreement of the evaluator and employee have the evaluation made every five (5) years. Additional evaluations may be made by the district if employee is not completing assignments, consistently late, and has the inability to have positive relationships with co-workers, supervisors and improvement is deemed necessary and an employee can request an additional evaluation if they deem necessary.
2. Evaluations may be based upon, but shall not necessarily be limited to: observation, inspections of completed assignments, and such general expectations as punctuality, ability to get along with co-workers and supervisors, dependability, attitude, etc.
3. Copies of the evaluation document shall be signed by the employee and evaluator. The employee's signature upon the document shall not necessarily indicate that he/she agrees with the evaluation, but that he/she has been given a copy of the evaluation, adequate time to review the document, and that a conference was held to discuss the evaluation.
4. In the event that an employee received an unsatisfactory evaluation, he/she shall have the right to appeal the evaluation to his/her site supervisor and the District Superintendent. The site supervisor and Superintendent shall review all documents collected during the evaluation process, as well as the evaluation document, and shall meet with the employee, who shall have the right to be represented by a CSEA representative. After the meeting, the Superintendent shall render a decision in the matter within ten (10) working days. The Superintendent's decision shall become final and binding unless the employee appeals the site supervisor's decision to the Superintendent within five (5) working days.

If an appeal is requested within five (5) working days, the Superintendent shall review all documents collected during the evaluation process, including the evaluation document and the site supervisor's decision. The Superintendent shall meet with the employee, who shall have the right to be represented by a CSEA representative. After the meeting, the Superintendent shall render a decision in the matter within ten (10) working days. The decision of the Superintendent shall become final and binding unless the employee appeals the Superintendent's decision to the Board of Trustees within five (5) working days.

If an appeal is requested within five (5) working days, the Board shall review all documents collected during the evaluation process, as well as the evaluation document, and, with the Superintendent, shall meet with the employee, who shall have the right to be represented by a CSEA representative. After the meeting, the Board shall render a final and binding decision in the matter within ten (10) working days.

5. Any unsatisfactory evaluation shall include specific recommendations for improvement, including timelines and possible further action, if appropriate. Provisions for assisting the employee in implementing such recommendations, as appropriate, shall be made.
6. CSEA shall have the right to review employees' personnel files and any other records dealing with unit members when accompanied by the employee or upon presentation of a written authorization duly signed by the employee.
7. Employees are encouraged to develop goals and objectives toward continuing growth as individuals and District employees. Supervisors shall assist interested employees in identifying potential areas for growth and expressing the goals and objectives in written form. The goals and objectives established shall be additional subjects for the supervisor to address in evaluations while those goals and objectives are current and actively being pursued by the employees.

## **ARTICLE VI: HOURS OF EMPLOYMENT**

1. A full-time work day shall be eight (8) hours, exclusive of lunch.
2. A full-time work week shall be five (5) consecutive days and shall total forty (40) hours and shall normally be Monday through Friday unless agreement on another five (5) day period is reached between the District and the affected employee.
3. Each unit member and position shall be assigned a minimum number of hours per day or hours per week and days each year.
4. A work day less than the full-time work day may apply to certain positions within the bargaining unit.
5. A work year less than twelve (12) months may apply to certain positions within the bargaining unit. A work year of ten and one-half (10 ½) months shall normally begin eleven (11) days in August and continue through June 30. A work year of eleven (11) months shall normally begin August 1 and continue through June 30. It is expressly understood that the District reserves the right to adjust the actual beginning and ending dates of service for employees who work less than twelve (12) months, provided that affected employees are provided with two (2) weeks written notification of such changes and that no such adjustment results in a reduction of the total number of days or hours assigned. The Elementary School secretaries High School secretaries, and Health Tech/Registrar will serve in eleven (11) month positions.
6. All work performed in excess of the full-time work day and work week shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time. All work performed on the 6th and/or 7th of the employee's work week shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time rate.
7. Effective July 1, 2017, a fifty cent (\$0.50) per hour shift differential shall be paid to unit members whose regular assignment continues after 5:00 PM. Such shift differential shall be paid for the entire shift.
8. Unit members who have the Superintendent's or Designee prior authorization to work overtime shall be compensated for the time worked at the appropriate overtime rate or compensatory time off, at the employee's option. Compensatory time must be taken within the current school year. On the last working day of June, if you have compensatory leave on the books you will be paid off on the last paycheck of the fiscal year. Compensatory time must be used before any other leave time is taken. Unit members must obtain their immediate supervisor's approval prior to taking work time off as compensatory time.

9. Unit members shall be entitled to a duty-free meal period of at least thirty (30) minutes, provided, however, that the shift must be at least five (5) hours in length to receive a meal period. The meal period shall be scheduled by the immediate supervisor at, or as near as possible to, the mid-point in the shift, and shall not exceed one (1) hour except with the employee's consent.
10. Unit members shall be entitled to a rest period on site of ten (10) minutes for each four (4) consecutive hours, or major fraction thereof, worked. Rest periods shall be scheduled by the immediate supervisor, shall be a part of the regular shift, and shall be compensated as time worked. The rest period shall not be used to extend the lunch period or lengthen or shorten the day.
11. Unit members called in to work on a day when not normally scheduled to work, or called back to work after leaving the work site for the day, shall receive a minimum of two (2) hours pay at the appropriate regular or overtime rate as established herein.
12. Unit members required to work on any holiday set forth herein shall be paid or provided with compensatory time off at the rate of time and one-half in addition to the regular pay received for the holiday.
13. Bus drivers assigned to trips, including, but not limited to, athletic trips, field trips, and activity trips shall be paid for all standby hours at their regular rate of pay. When combined driving and standby hours in the workday exceed the standard workday as defined herein, unit members will be compensated at the overtime rate, provided, however, that on overnight trips unit members shall not be compensated between the time that they are relieved of duties in the evening and the time that they resume duties the following morning. In such overnight situations, drivers shall receive not less than eight (8) hours pay per day.
14. Bus drivers expressing an interest shall be assigned to trips on a rotating basis. If no unit member expresses a desire to drive on a specific trip, the District may hire a driver from outside the unit, in which case the terms of this Agreement shall not apply, provided, however, that bus drivers who serve in other positions within the bargaining unit shall be eligible for assignment to special trips only with the express consent of the supervisor of their other position.
15. Unit members who are assigned to work thirty (30) minutes or more in excess of their regular hours for twenty (20) or more consecutive days shall have their regular hours increased to the longer work day, and shall be provided with such benefits as may accrue to them on the basis of the longer work day.
16. All employees required to maintain certification to drive school buses shall be compensated for the ten (10) hours of training required annually. Such employees shall be reimbursed by the District for the cost of required physical examinations and for the certificate renewal fee imposed by the Department of Motor Vehicles.

Such employees shall be paid once each four (4) years for travel time and necessary expenses incurred while undergoing written and practical testing necessary for certificate renewals.

17. Overtime and extra time (all hours beyond part-time employee's regular assignments, up to eight (8) hours per day), shall be rotated among those employees in each department who desire to work beyond their normal schedules. This provision shall apply only to employees in the transportation department and the maintenance and operations department, and shall not apply to employees in any other department.
18. In order to encourage employees to broaden their job skills, part-time employees are free to apply for additional part-time assignment(s) for which they are qualified, provided that such additional assignment(s) do not conflict with the scheduled hours of their current assignments, and provided that such additional assignment(s) do not result in a daily total of more than eight (8) hours of work.
19. Classified employees who serve as Coaches for Board approved sports shall be released from work with pay for out-of-District sports events/games as needed for necessary travel time to the event.
20. Round Valley Unified School District implements a shortened "delayed start schedule" when weather and road conditions make it the safest course of action for all students and staff.
  - a. On days when the "delayed start schedule" is in effect, classes begin and buses run 2 hours later. Morning breakfast will be cancelled when the 2 hour delay is in effect. Afternoon dismissal times and bus schedules are the same as regular school days.
  - b. The special schedule was developed to help cope with the winter weather and avoid unnecessary cancellation of school. The "delayed start schedule" allows student walking, driving and riding buses to avoid hazardous traffic conditions.
  - c. Early release days are cancelled when a "delayed start schedule" occurs on a scheduled early release day. Afternoon dismissal times and bus schedules are the same as a regular school day.
  - d. All employees (school based and non-school based) are expected to report for duty as close to their regular report time as is safely possible. This allows maximum delay of two hours. Arriving late to work is only acceptable when severe weather causes hazardous driving conditions.
  - e. If an employee does not report to work, s/he must take one day of leave.

21. **Timely Reporting for Work and Notice:** Bargaining unit employees shall report for work on time each work day shall be ready to commence work immediately at the beginning of the shift and shall remain at work for the entire work shift unless they have received permission to leave work early. If an employee cannot report for work on time he/she must contact the supervisor by 6:30 Am or one half (1/2) hour before the shift begins, whichever is earlier, to inform his/her immediate supervisor/designee of the reasons for the inability to report to work and request an appropriate leave of absence. Failure to report for work on time and to be ready to commence work immediately or failure to remain at work for the entire shift without having obtained permission from the supervisor to leave work early shall be grounds for disciplinary action.
22. **New Employee Orientation/Training:** The District shall conduct an orientation/training for all new hires within the first month of employment. The District shall provide paid release time for the Union President or Designee and all newly hired classified employees during the first month of hire to attend an orientation developed by the District and/or CSEA.
23. **Annual Contract Orientation:** Bargaining unit members shall be allowed to attend a bargaining unit orientation meeting on the first day of the school year classified calendar. The CSEA President shall coordinate with the Superintendent or designee to schedule the time of the meeting at least two weeks prior to the date of the meeting.
24. **Minimum Days:** Bargaining unit members who provide direct educational services to students shall be allowed to be dismissed on early release/minimum days for the following days:
- a. Friday prior to Thanksgiving break
  - b. Friday prior to Christmas break
  - c. Friday prior to President's week
  - d. Friday prior to Spring break.
  - e. Last day of school
25. **Split-Shift Differential of twenty five cents \$0.25:** Effective July 1, 2018 a split shift is a whole position with a break in hourly schedule of more than 90 minutes. This does not include an employee holding more than one position with a break in hours of the day. A twenty-five cent (\$0.25) shift differential shall be paid for the entire shift.

## **ARTICLE VII: LAYOFFS**

1. Layoff shall occur only for lack of work or lack of funds.
2. The District shall notify any bargaining unit employee(s) subject to layoff and CSEA, in writing, of the proposed layoff not less than sixty (60) calendar days prior to the proposed date of the layoff. CSEA shall have the right to consult with the District during the sixty (60) day period to review the proposed layoff and determine that the manner, order of layoff, and the exercise of bumping rights have been in accordance with the provisions of this Article. Layoff notices shall specify the reason for layoff and shall identify by name and job class the employee(s) whose layoff is proposed.
3. Any layoff shall be effected within a class. The order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time within the class, plus higher classes, shall be laid off first. Higher class means a class with the same or higher salary range placement. Seniority shall be determined by the hire date within the class, plus higher classes. Hire date shall mean the first day of paid service as a regular classified employee. If two (2) or more employees subject to layoff have equal class seniority, precedence shall be determined by the earliest hire date as a regular classified employee within the District. If the hire date within the District is equal, precedence shall be determined by lot.
4. An employee to be laid off may elect to bump the most junior employee in the same class who works the same number of hours each day and the same number of days each year. If there is no junior employee who works the same number of hours each day and the same number of days each year, he/she may bump the most junior employee in the same class working fewer hours or days, but most nearly equal to his/her hours per day and days per year. If there is no junior employee in the same class, he/she may bump into a lower class where he/she has accrued seniority through prior service in such class. Seniority in the lower class shall be determined by seniority in that class, plus higher classes. The employee shall have the right to continue bumping into lower classes where he/she has seniority in order to avoid layoff. Employees exercising bumping rights shall retain reemployment rights in the class and for the hour per day and days per year from which they were originally laid off. Employees who are bumped by more senior employees shall have the right to exercise bumping rights according to their order of seniority, in accordance with these provisions.
5. Unit members laid off shall be eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.
6. CSEA shall have the right to negotiate with the District regarding alternatives to layoffs, such as reductions in assigned hours or days, in order to prevent layoffs. If such alternatives are effected, the unit members affected shall be granted the same

rights as individuals laid off and shall be eligible for reemployment in accordance with Section 5, above.

7. If the District wants to propose a reduction of hours of a bargaining unit position, the District shall notify CSEA. Reduction in hours is defined as either a reduction in the number of hours worked per day, per week, per month, or per year. The District and CSEA shall meet to negotiate both the decision and the effects of the decision as soon as possible.
8. Whenever a reemployment list is in effect for a bargaining unit class, the District shall be responsible for providing written notification of appropriate openings to employees on said list by placing said notice in the U.S. Mail, postage prepaid, to the last known address of the employee. CSEA shall concurrently be provided a copy of such notice. Employees who desire to return to active status may be assigned within the class at the District's discretion.
9. Employees on reemployment lists who desire to return to active status with the District shall be responsible for notifying the District to this effect within ten (10) days of receipt of a notice of appropriate opening. An employee accepting reemployment shall report to work not later than thirty (30) days after the date of intended employment as announced by the District.
10. The decision of the School Board to effect layoffs shall be final.
11. The District agrees to maintain seniority lists for all classes of employees which shall be updated annually by the end of the month of April and each time layoffs are to occur. CSEA shall receive a copy of the lists each time they are upgraded.



## **ARTICLE VIII: WAGES**

1. There shall be an across the board salary increase of 3% for the 2017-18 school year, retro to July 1, 2017 starting wage \$13.91. For the 2018-19 school year an increase of 2.5%, for the 2019-2020 school year an increase of 2%.
2. Effective July 1, 2017 District and employee will split (50%-50%) the 6% increase to the health insurance cap. For the 2018-19 school year District and employee shall split (50%-50%) of benefit increases added to cap. District will make no increase to employee cap for 2019-20.
3. Classes shall be as follows:

### **Classification List**

<u>Range</u>	<u>Position</u>
1	Library Clerk
1	Child Care Provider
1	Office Assistant/Clerk
1	In School Suspension
1	Student Monitor
1	Transporter
2	Health Technician
2	Cook
2	Instructional Assistant
2	Behavioral Aide
2	Account Clerk
2	Library Technician
2	Utility Person
3	Homeless Grant Coordinator
3	Speech Aide/Speech Tech
4	Maintenance Person
4	Behavioral Bilingual Aide
5	Elementary School Secretary
5	Bus Driver
5	High School Secretary
5	Mechanic
5	Outreach Consultant
6	Reading Assistant
7	Computer Technician
7	Speech Technician Lead
10	Physical Education Technician
10	Music Technician
11	Senior Cook
11	Senior Computer Technician

Unit members who do not hold School Bus Driver certificates but transports students in vans shall be paid at Step 1 of range 1.

4. Unit members shall receive longevity increments as follows, effective on the tenth (10<sup>th</sup>) anniversary of their hire date\* ~~the July 1<sup>st</sup> of the start of their milestone year:~~
  - a. 3% salary increase to all hours/wages year ten (10).
  - b. 3% salary increase to all hours/wages year fifteen (15).
  - c. 3% salary increase to all hours/wages year twenty (20).
  - d. 3% salary increase to all hours/wages year twenty five (25)

Longevity steps shall be compounded in the same manner as all other steps on the salary schedule.

\*This change will go into effect on July 1, 2022. All employees employed with RVUSD will follow the old contract language effective July 1<sup>st</sup> of their milestone year.

5. Unit members shall receive their pay monthly on or before the last working day of each month except for the month of June which will be paid on the last business day. If the normal payday falls on a weekend or holiday, the paycheck shall be issued on the work day preceding, provided, however, that pay may be held up by conditions outside the control of the District. Provided that the County Office of Education can accommodate this request, employees who work less than 12 months each year have the option of receiving their wages in 12 equal paychecks.
6. Payroll errors resulting in insufficient pay for a unit member shall be corrected within five workdays following such determination. The District shall provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.
7. Payroll adjustments necessitated by other than procedural errors shall be effected through the issuance of a supplemental pay warrant as quickly as possible. Such errors may include, but shall not be limited to, those resulting from work out of class and recomputation of hours.
8. A unit member promoted to a higher class shall be placed on the lowest step of the new salary schedule range which will give him/her at least a five percent (5%) increase in salary, provided, however, that placement may be made on the last step of the new range if that is the maximum allowable for the new class, even though the resulting increase in salary is less than five percent (5%).
9. Unit members shall obtain permission from their supervisor before using personal vehicles for District business. Unit members required to use personal vehicles on District business shall be automatically reimbursed at the maximum rate currently reimbursable under IRS regulations per mile driven. At its discretion, the District may require the unit member to use a District vehicle for District business. The term "District business" as used in this section means business which is authorized by the unit member's supervisor and includes District sanctioned field trips and/or extracurricular activities.

10. Unit members required to work outside the District, including field trips and/or other extracurricular activities, shall be reimbursed for the actual and necessary expenses of meals and lodging. Advance funds may be drawn in anticipation of such expenses. In such instances, a full accounting of the expenditure of advance funds shall be made upon the employee's return, including receipts for the actual costs of meals, lodging, ground transportation, and parking. If advanced funds do not cover the actual costs incurred, the employee shall be reimbursed for the difference. If advanced funds are more than the expenses incurred, the employee shall remit the difference to the District.
11. Normally, unit members shall be placed initially at Step 1 of the appropriate range on the salary schedule. However, the District may place new employees at higher steps based upon individual background, training and experience.
12. Step increases shall be granted annually on July 1. Newly hired unit members shall receive their first step increase on that July 1 which follows the completion of their first six (6) calendar months of employment.
13. A unit member temporarily serving in a higher class for a period in excess of five (5) work days shall have his/her salary adjusted upward accordingly. Such adjustment shall be for the entire period of temporary service.
14. A unit member required to perform duties inconsistent with those assigned to his/her position for a period of more than five (5) consecutive work days shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification, in such amounts as will reasonably reflect the duties required to be performed outside his/her normal duties.
15. A unit member who accepts a summer work assignment shall receive, on a pro-rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year.
16. For employees hired on or after July 1, 2015, with the intent of encouraging unit members to save money for retirement, the District agrees to match a unit member's contribution (up to \$1000 into a 403 (b) investment plan. The District will match up to \$100 per month for up to 10 months, not to exceed \$1000 per fiscal year. The unit member may contribute more than \$1000 per year to the 403 (b) plan of their choice, with the understanding that the District is only responsible for an annual contribution of \$1000 per year. It is the unit member's responsibility to set up a 403 (b) account and notify the District that an account has been set up by October 1<sup>st</sup> of each year. Unit member's eligibility requires permanent status and good standing (current satisfactory evaluation). Employees hired on or after July 1, 2015 will not be eligible for District paid retirement benefits provided for in Article X, Section 8.

17. In recognition of an employee's ability to speak fluently in both English and Spanish, the District will allow for a one range increase. To be eligible, your job must require you to work with students or parents daily. The employee must pass an English-Spanish proficiency test provided by the District within four weeks of hire or four weeks after the first day of school. Employees' must pass the test with an 80% or better. Employees' are eligible to take the test once a year if they don't pass. If current employees would like to test and pass the test prior to January 1<sup>st</sup>, 2021 they may move in range effective January 1<sup>st</sup>, 2021 otherwise they may test next school year.

#### **ARTICLE IX: MISCELLANEOUS PROVISIONS**

1. The District shall duplicate and provide CSEA, at District expense, with one (1) copy of this Agreement and will provide each unit member with one (1) copy of this Agreement. The District will also provide a copy of the Agreement to each new unit member at the time of employment. In addition, CSEA shall be provided with one (1) copy and each unit member with one (1) copy of any amendment to this Agreement.
2. The District shall provide reasonable released time to unit members to attend a meeting for the purpose of discussing the terms and conditions of this Agreement following its ratification by CSEA and the District. This meeting shall be held during the work day and at the convenience of the District. It is expressly understood that these released time provisions shall apply solely to those unit members during whose normal shift such meeting takes place, and that the meeting shall be held during normal business hours.
3. Unit members holding State offices in CSEA shall be granted unpaid leave to attend the CSEA annual conference, provided, however, that the District shall receive two (2) weeks' written notice of intent to take such leave.

## **ARTICLE X: HEALTH AND WELFARE BENEFITS**

1. Benefits shall continue to be provided by District as in the previous collective bargaining agreement. However, benefits shall be subject to the same terms as obtained by other employees, even if such changes result in employees being responsible for a part of the premium.
  - a. Effective July 1, 2017 the annual cap on District contributions to the Health and Welfare medical benefits is \$11,129.00
  - b. Effective July 1, 2017 District and employee will split (50%-50%) the 6% increase to the health insurance cap. For the 2018-19 school year District and employee shall split (50%-50%) of benefit increases added to cap. District will make no increase to employee cap for 2019-20
  - c. *Effective July 1 2021 the annual cap on District contributions to the Health and Welfare medical benefits will increase to \$13,000.*
2. The District shall provide health insurance for full-time employees and their dependents for twelve (12) months per year pursuant to the health insurance plan negotiated by the Joint Powers Authority for Health Insurance for Mendocino County Pubic School Districts, also known as the Mendocino County Blue Shield Staywell Plan.
3. The District shall provide dental insurance for full-time employees and their dependents for twelve (12) months per year. This dental insurance is currently the Delta Dental Plan.
  - a. Effective July 1, 2007, District to pay full cost of dental and vision for full-time employees or those working .75 FTE (6 hours) or more.
4. The District shall provide vision insurance for full-time employees and their dependents for twelve (12) months per year. This vision insurance shall be the V.S.P. Plan.
5. For the purpose of this Article, full-time shall be defined as unit members who are assigned to work six (6) hours or more per day, and one hundred eighty (180) days or more per year for each year that this Agreement is in effect.
6. Unit members assigned for less than full-time shall receive a pro-rata portion of the cost of premiums for the coverage set forth herein for twelve (12) months per year, if they contribute the remaining portion of such premiums through payroll deduction, provided, however, that unit members serving as of the effective date of this Agreement shall not have their coverage hereunder diminished during the term of this Agreement.

7. Unit members on unpaid leave may elect to continue coverage as set forth herein at their sole expense, provided that the premiums for such coverage shall be pre-paid to the District.
8. Former unit members who are honorably retired from service in the District may elect to continue coverage at the then-current retiree rate, which may be different from the rate paid by the current unit members.
9. Any unit member hired before June 30 2015, who retire with 20 years of service in the District will receive 3 years of paid medical benefits premium between the ages of 59 and 65. This coverage is for employee and one dependent. The District offers two plans for retirees and will cover the premium cost for retirees and one dependent of the less expensive of the two retiree plans. Dependent is covered as long as retiree is covered and dependent has not reached age 65.
10. The parties recognize that health insurance carriers or plans may be changed by the Mendocino Count Joint Powers Authority for Health Insurance. In the event of such a change in carriers, the parties agree to meet and negotiate the impact of any such change and explore possible alternatives to the change. Changes or contemplated changes in dental and vision insurance carriers or plans shall be subject to collective bargaining negotiations, during which the parties agree to discuss the impact of any such change or contemplated change and agree to explore possible alternatives to the change or contemplated change.

## **ARTICLE XI: HOLIDAYS**

1. The following holidays shall be provided to unit members: Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the day following; Christmas Day and the day after Christmas Day; New Year's Day and the day before or the day after New Year's; Martin Luther King Day; Lincoln's Day; Washington's Day; Memorial Day; Local Holiday (in lieu of Columbus Day) and Native American Day, which shall be observed on the date annually agreed upon by the District and CSEA.
2. Every day declared by the President or Governor as a legal day of public fast, thanksgiving, or holiday in addition to the days provided herein shall be a paid holiday for members unless it is a special or limited holiday.
3. Any day legally enacted as a holiday for classified employees during the term of this Agreement shall be a paid holiday for unit members.
4. Unit members must be in paid status on the work day immediately preceding or immediately succeeding a holiday in order to be paid for the holiday. Employees who are not normally assigned to duty during the school holidays of Christmas Day and New Year's Day shall be paid for those two holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
5. The days upon which the above holiday are actually observed each year shall be determined during the annual school calendar development process.

## **ARTICLE XII: VACATION**

1. Unit members shall receive paid vacation as follows:
  - a. One (1) to five (5) years service: 10 days
  - b. Six (6) to ten (10) years service: 15 days
  - c. After ten (10) years service: 20 days
2. Employees assigned less than twelve (12) months service per year do not take time off work for vacation. These employees receive compensation for earned vacation as part of their annual salaries on a pro rata basis.
3. Vacation days shall accrue on a fiscal year basis, July 1 through June 30.
4. Pay for vacation days shall be the amount that the unit members would have made had he/she worked such days.
5. Vacation shall be scheduled at the mutual convenience of the unit member and the District. Time off work for vacation as provided in this section shall apply only to twelve (12) month employees. In the event the District cannot accommodate a unit member's request to take vacation, the unit member may reschedule the vacation or carry over for use in the next year such unused days as may remain at the end of the fiscal year in accordance with these provisions, or elect to be paid in cash at the sole option of the Board of Trustees. Any vacation which is carried over must be used in the next fiscal year.
6. Unit members may elect to carry over up to ten (10) vacation days into the following fiscal year. Days in carry-over status may not exceed ten (10) at any given time. Such days may be exceeded in special circumstances at the discretion of the Superintendent.
7. Unit members whose employment in the District is terminated for any reason whatsoever shall be paid in cash for vacation earned and accumulated up to and including the effective date of the termination. Terminated unit members who have been granted vacation not yet earned or accumulated as of the date of termination shall have the full amount of salary which was paid for such days deducted from their severance pay.
8. Unit members on leave due to illness or injury may request to have scheduled vacation dates changed. The District shall grant such request if alternative vacation dates are available at the time of the request.
9. Holidays which fall during scheduled vacation periods shall result in the crediting of additional vacation for each such day.



10. Unit members may request to interrupt or terminate vacation in order to take another type of paid leave as provided for in this Agreement. Approval for such interruption or termination shall be at the discretion of the District and only for good cause, as determined by the District.

### **ARTICLE XIII: LEAVES**

1. BEREAVEMENT LEAVE with pay shall be granted to unit members for up to five (5) days. Such leave may be utilized for the death of a member of the unit member's immediate family, which shall be defined herein as: mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, the spouse or domestic partner of the employee, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, niece or nephew, aunt or uncle of the employee, or any person living in the immediate household of the employee.
2. Full pay will be allowed for the absence of unit members because of JURY DUTY. All fees received by unit members in connection therewith, except for meal, mileage, and parking allowances, shall be turned over to the District. A unit member taking leave under this provision shall notify his/her immediate supervisor a minimum of forty-eight (48) hours in advance, and shall likewise notify his/her supervisor as far in advance as possible of his/her return to work. Employees will be expected to include their jury summons when submitting their leave document.
3. Unit members shall be entitled to MILITARY LEAVE as provided by law.
4. In article XIII sick leave days as provided in section ed. Code 45196 will be referred to as "Paid Time OFF (PTO)". Unit members employed twelve (12) months per year shall receive 12 days of PTO. Unused PTO ~~sick~~ leave shall accrue from year to year without limitation as to the number of days which may be accrued. The following provisions shall apply to PTO ~~sick~~ leave:
  - a. Unit members employed for less than the full work year shall receive a pro rata portion of twelve (12) days of PTO.
  - b. Pay for any day of PTO shall be the same as that which would have been received by the unit member has he/she worked that day.
  - c. On July 1 annually, the full amount of PTO for which each unit member will be eligible during that fiscal year shall be credited to him/her.
  - d. New employees shall not be eligible to take more than six (6) days of PTO until the first day of the calendar month following completion of 6 months of service in the District.
  - e. Unit members shall notify their immediate supervisor of their intent to take PTO as soon as possible, but no later than two (2) hours before the scheduled shift commences.
  - f. Unit members shall notify their immediate supervisor of their intent to return to work by 3:00 p.m. of the work day immediately preceding the day

of their planned return. Failure to provide such notification may result in the employee being sent home and the deduction of an additional day of PTO.

- g. Once commenced, a PTO day may not be worked without the approval of the unit member's immediate supervisor.
- h. Upon the return from PTO, unit members shall submit the appropriate form, properly completed and signed, to their immediate supervisor. Failure to submit such form may result in the withholding of pay for days of PTO.
- i. For absences of any length, the District may, for reasonable reason, require a unit member to submit to an examination by the employee's health care practitioner, or at the District's option, a qualified practitioner chosen by the District for the purpose of providing the District with the nature and extent of the disability. Should the District choose a practitioner other than employee's practitioner, the District shall bear the full cost of the services provided.
- j. Whatever the claim of illness, no day of PTO may be taken on the day that members of CSEA or its Round Valley chapter No. 676 have conspired to engage in a concerted work stoppage or slow down of any kind whatsoever, including, but not limited to, sick-outs, rolling sick outs, or strikes, providing, however, that unit members who have legitimate verification of illness on days when stoppages occurred may be exempted from this provision.
- k. Unit members retiring within PERS may convert accumulated PTO for retirement credit, as provided by law. Accumulated sick leave may not be taken for pay upon termination or retirement under any circumstance.
- l. Should a unit member show deviation from normal physical or mental health, he/she may be required to submit to an examination by a qualified practitioner chosen by the District to affirm his/her ability to perform all assigned duties without detriment to him/herself, other employees, or students. Such examination shall be at District expense.
- m. PTO shall not be considered a break in service. All benefits accruing to unit members under this Agreement shall continue to accrue, so long as they continue on paid sick leave status.
- n. Upon the expiration of accumulated PTO, absence hereunder for a period of five (5) months or less shall result in the deduction from the employee's salary of an amount equal to the amount which has been paid to a substitute employee employed to fill the position during the unit member's

absence. This provision shall become effective only upon the expiration of all PTO, vacation, or industrial illness and accident benefits to which the unit member may be entitled. The five (5) month period of time shall begin on the sixth consecutive day of absence for the same illness and shall be reduced one (1) day for each day of regular PTO is used or industrial illness and accident leave is used. When an employee exhausts his/her PTO, he/she may receive differential pay for the remaining days of the five (5) month period, one (1) day deducted for each day of qualified absence pursuant to Section (n). This leave shall be available solely for the personal illness for injury of the employee.

- o. Attendance Incentive – The District will award classified employees with a bonus based on the number of unused leave days. For zero days used the bonus amount would be \$550.00. Each additional step down is a \$75.00 decrease down to five unused leave days for which an employee would receive \$175.00.

0 days used - \$550.00

1 day used - \$475.00

2 days used - \$400.00

3 days used - \$325.00

4 days used - \$250.00

5 days used - \$175.00

- 5. The District shall provide coverage for INDUSTRIAL ILLNESS AND ACCIDENT for unit members, as provided by law. The following provisions shall apply to industrial accident and illness leave:

- a. Unit members shall be entitled to up to sixty (60) days leave for each accident or illness.
- b. On-the-job accidents shall be reported immediately, but in no event later than 24 hours after the accident, and the appropriate forms shall be completed and signed.
- c. Unit member's daily compensation may not exceed the amount that would have been received for regular service on a given work day.
- d. Sick leave taken in connection with an on-the-job accident or illness shall be credited back to the unit member's sick leave account upon the establishment of a valid claim hereunder.
- e. When leave under this section has been exhausted, unit members may use sick leave, vacation, or any other paid leave to which they may be entitled, provided, however, that if a unit member is receiving temporary disability

pay at that time, he/she shall be entitled to use only that amount of sick leave or vacation which, when added to the disability award, would provide compensation equal to his/her regular pay.

- f. Unit members shall return to work on the first working day cited by the physician or record as the day when he/she is able to return to work, and the unit member shall inform the District in writing of such date immediately upon being informed of the date by the physician of record.
  - g. Employees may select their own physician. Predesignating of a Physician Form is required annually by Workman's Comp at the start of the work year provided by the District.
  - h. The District reserves the right without limitation to specify to a unit member a list of physicians, one of whom he/she must see and be examined by, in order to retain his/her benefits under this section.
  - i. Absence hereunder shall not be considered a break in service, and unit members benefiting from this section shall continue to accrue all benefits under this Agreement while they are on paid status.
  - j. When all leave to which a unit member is entitled has been exhausted and the individual is not medically able to return to work, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months. When a position in the class of the individual's previous assignment becomes vacant during the thirty-nine (39) month period, he/she shall be employed over all other candidates, except that if reemployment lists have been established because of layoffs for lack of work or lack of funds, the unit member shall be placed upon such list on the basis of his/her seniority according to the rules established elsewhere in this Agreement.
  - k. A unit member who has been placed on a reemployment list as provided under (j) above, who has been medically released for return to duty and who fails to accept assignment, shall be dismissed.
6. An employee may use, at his/her election, during any school year, not more than their annual allotment of sick leave in the case of personal necessity without providing the specific reason. The employee shall not be required to secure advance permission for leave taken away for any of the following reasons:
- a. Death or serious illness of a member of his/her immediate family. Immediate family means mother, father, grandmother, grandfather, or any grandchild of the employee or the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, step-parents or step-children, foster parents and children, or any relative living in the immediate household of the employee.

- b. Accidents involving his/her person or property, or the person or property of a member of his/her immediate family.
  - c. The Superintendent, at his/her discretion, may require proof of all leaves requested beyond their annual allotment of leave days.
  - d. In order to be granted leave, other than the type shown above, the employee shall request such leave from his/her site Principal. The Principal may grant leave without pay or may allow use of sick leave days for the leave. If the employee is not satisfied with the response from the Principal, a written request for leave may be submitted to the Superintendent for review. In emergency situations where a request is not possible, approval for leave taken may be given subsequent to the leave.
  - e. Except in cases of emergency, twenty-four hours prior notice shall be given to the site administrator who shall approve or deny the leave, based on district or school needs, and/or limit the number of employees who may use this leave on any one day.
  - f. An employee must contact their supervisor in advance of taking leave as early as possible or by 3:30 PM the preceding day so arrangements may be made for substitute services, such notification shall be given to the District Office no later than 7:00 AM on the day of an absence.
  - g. The approved changes will be in effect for the 2014-15 school year. Near the end of the school year negotiations team will review the data, and make recommendations to the Board for adjustments needed or to continue with the leave policy.
  - h. This leave shall not be used for participation in Association activities and/or activities related to the concerted activities and work stoppages.
7. Bargaining unit members shall be entitled to take leave for MATERNITY purposes. Such leave may be taken as sick leave or as unpaid leave, subject to the following provisions:
- a. A pregnant unit member shall notify the District of her anticipated date of delivery. Such notice shall be made as soon as possible, but in no event shall such notice be provided later than 3½ months after the unit member becomes aware of the pregnancy.
  - b. A pregnant unit member will keep the District currently informed of any medical condition which could require the use of sick leave.

- c. Where sick leave is used for a medical condition rising out of pregnancy, such leave shall begin upon the recommendation of a physician or certified nurse midwife, and the unit member shall return to work in the position held at the time the leave began on the first working day cited by her physician or certified nurse midwife as the date when she is physically able to return to work. If all sick leave expires, unpaid leave may then be granted by the District (see subsection (g) of this section).
  - d. Upon the expiration of accumulated sick leave, or at any other prior time, the unit member may request the District for unpaid leave for the purpose of CHILD CARE. A unit member who desires such leave shall notify the District of this desire as soon as possible, but in no event shall such notice be provided less than ten (10) working days prior to the start of the unpaid leave. Delay in making such request may prejudice its availability, at the sole discretion of the District. Such leave shall normally be for the balance of a fiscal year, or for the next full fiscal year, and may be granted at the discretion of the District.
  - e. Unit members who have been granted unpaid leave for child care purposes shall inform the District in writing by May 1 of their intention to return for the following year. Failure to provide such notice in a timely manner shall constitute the unit member's resignation effective July 1.
  - f. Unit members may request early termination of an unpaid leave for child care purposes by submitting such request in writing to the District at least two (2) weeks prior to the termination date of the leave.
  - g. Unit members granted unpaid leave for child care purposes shall retain no rights to the same position they had prior to the taking of such leave. They will have the right to an equivalent position.
8. Unit members may take up to five (5) days of unpaid leave upon the ADOPTION of a child. Such leave shall be requested in writing a minimum of forty-eight (48) hours prior to being taken.
9. A unit member who wishes to take an unpaid PATERNITY LEAVE for child care purposes shall inform the District as early as possible of the term of the leave desired. Such leave shall normally be for the balance of a fiscal year, or for the next full fiscal year, and may be granted at the discretion of the District subject to the following conditions:
- a. Unit members who have been granted unpaid paternity leave shall inform the District in writing by May 1 of their intention to return for the following year. Failure to provide such notice in a timely manner shall constitute the unit member's resignation effective July 1.

- b. Unit members may request early termination of unpaid paternity leave by submitting such request in writing to the District. Early termination of leave may be granted at the discretion of the District.
- c. Unit members granted unpaid paternity leave shall retain no rights to the position they had prior to the taking of such leave. They will have the right to an equivalent position.

10. Catastrophic Illness Leave

- a. Unit members will have the opportunity to receive additional leave for a qualifying long-term absence under Education Code section 44043.5.
- b. In order to donate available sick leave to a unit member who qualifies for such leave, the donor must have at least 20 days of sick leave remaining after donation.
- c. For purposes of this section, “immediate family” shall be as defined in Section I of this Article.
- d. Once a unit member requests catastrophic leave and is determined to be eligible, the District will send out a notice to staff inviting donations.

11. Family Leave/Family Care Leave It is the intent of this section to make available to employees leave under the FEDERAL FAMILY LEAVE ACT (FMLA) and the California Family Rights Act. (CFRA) (Government Code section 12945.2). This section shall be applied and interpreted in accordance with the state and federal law and regulations.

- a. Eligibility: An employee with one (1) year of continuous service, employed for at least 1,250 hours during the previous 12 months, is eligible for the leaves described below.
- b. Purposes For Which Leave May Be Taken:
  - 1. Birth, adoption, or foster care placement of a child.
  - 2. Care of a child (including foster, step, and adult children and legal wards), parent (including person who stood in loco parentis to the employee), or spouse.
  - 3. Disability of the employee [except that CFRA excludes pregnancy disability which is covered under Government Code section 12945(b)(2)].
- c. Duration of Leave



1. All leave is unpaid.
  2. Leave may be taken for a total of 12 work weeks in a 12-month period.
  3. Leave is pro-rated for part-time employees.
  4. Intermittent leave in the form of reduced work days or work weeks may be taken.
  5. Intermittent leaves shall be scheduled, to the extent possible, to minimize disruption to the District.
- d. Time for Commencement of Leave: Leave for birth or adoption of a child must commence within one (1) year of the birth or adoption. Leave need not all be taken at one time.
1. The employee shall be required to first use, if any, other available paid leave, not sick leave unless the leave is taken because of the employees own illness or the employer agrees to the use of sick leave.
  2. Pregnancy disability leave is treated separately under CFRA [See Government Code section 12945(b) (2)].
- e. Employee Notice: If the need for leave is foreseeable, the employee shall provide the District with reasonable (at least 30 days) written notice.
- f. Continuation of Benefits: The District will continue to pay the employee's health benefits to the same extent the District would have paid for such benefits if the employee would have continued working.
- g. If the employee does not return at the end of the leave, the District may collect the amount expended for benefits, unless the failure to return is because of disability or other reasons beyond the control of the employee.
- h. To the extent the District continues to pay for other benefits for employees on unpaid leaves, it must do so for employees under FMLA and CFRA. If the District does not pay such benefits, it must permit the employee to pay for them. Benefits include, but are not limited to, disability and life insurance and retirement contribution. Education Code sections 22901 and 22902 authorize members of the Public Employees Retirement System to purchase service credit for time spent on family care leave.

- i. Status While On Leave. Leave does not constitute a break in service for purposes of seniority or longevity.
  - j. Length of Leave. If both spouses are employed by the District, the aggregate leave for both employees is limited to twelve (12) weeks for the care of a newly-arrived child or a sick parent. Each employee is entitled to twelve (12) weeks of leave.
  - k. Verification. The employee shall provide verification of the need for leave to care for a spouse, parent or child or for the employee's own serious health condition. Verification may be provided by a physician, osteopath, or other health care provided designated by the Secretary of Labor. The District may, at its own expense, require additional medical evaluation of the employee's own health condition (but not of the employee's spouse, parent or child).
  - l. Serious Health Condition A serious health condition is an illness, injury, impairment, or physical or mental condition involving inpatient care, continuing treatment, or supervision of a health care provider.
  - m. Employee Status Unless otherwise provided in this Article, a employee on a paid or unpaid leave of absence shall be entitled to return to the same position, if available, or to a comparable (in FTE and classification) position to that which he/she held immediately before commencement of the leave.
- 12. Unit members may request an unpaid leave of absence for RETRAINING OR STUDY. Such leave may be granted at the discretion of the District and shall constitute a break in service during which the unit member shall not accrue vacation, sick leave, holiday pay, seniority, or any other benefit provided for herein.
  - 13. A leave may be granted to an employee at any time upon terms acceptable to the District and the employee. Paid leave provisions shall not be construed to apply to an employee during any period when the employee would not normally be performing services for the District.
  - 14. Absences for other than the leaves as prescribed herein shall be unauthorized leave.
  - 15. Approval for Unpaid Leaves: Employees seeking UNPAID LEAVES of absence of five (5) working days duration or less shall obtain the immediate supervisor's advance approval before taking the leave. For leaves up to one calendar month in length, the supervisor and Superintendent's advance approval is required. For leaves longer than one calendar month, advance approval must be obtain from the supervisor, Superintendent, and the Board of Trustees.

#### **ARTICLE XIV: REASSIGNMENT AND TRANSFERS**

1. **POST REQUIREMENT:** When a vacancy within a unit position is created through the dismissal, demotion, death, abandonment, promotion, resignation, transfer or retirement of an employee, or action by the District to create a new position, such vacancy shall be posted within all work locations of the District and a copy sent to the CSEA President within ten (10) working days of the establishment of the vacancy, and shall remain posted at all such location for not less than six (6) working days prior to being filled. This shall not restrict the District's ability to employ a substitute employee pending the filling of the vacancy, so long as the District actively pursues the employment of a regular employee. Substitutes shall not be employed to fill a vacant position for more than a total of thirty (30) working days. When the District creates a new position, the District will give notice to CSEA and meet and negotiate the salary placement as soon as possible.
2. **APPLICATION REQUIREMENT:** Any employee may apply for the vacant position by submitting a classified application and resume within six (6) days of the vacancy posting to the District office. Employees who do not meet these deadlines may apply with external application deadlines to be considered for the position alongside external applicants and with no priority consideration. An employee on leave of absence during posting period may have his/her application and resume submitted by the deadlines. However, the District may take in to account the duration of the employee's leave of absence and the District's need to fill the position before the employee returns in making its employment decision. The District shall give all employees serious consideration for employment in any vacant position for which they apply in a timely fashion, provided they meet the minimum requirements as posted and will be available to start in the vacant position within the timeframe the District requires.
3. **IN-CLASS TRANSFER:** When an employee serving in the class in which the vacancy exists applies in a timely fashion for transfer to the position he/she will be granted the transfer. When two (2) or more employees serving in the class in which the vacancy exists apply for transfer to the position, the transfer will be based on comparative evaluations, job related knowledge, skill and abilities. All things being equal in evaluations, experience and skill; seniority shall be the deciding factor.
4. **CROSS CLASS TRANSFER:** When an employee serving in a class other than that in which the vacancy exists applied in a timely fashion for transfer to the position, he/she will be granted the transfer when 1) he/she meets the requirements of the position based on his/her application material and information obtained; 2) he/she will be available to start in the vacant position within the timeframe the District requires; and 3) his/her overall qualification are equal or superior to all other internal applicants. When the two most qualified candidates 1) are both employees serving in a class other than that in which the vacancy exists and 2) are

equally qualified, the District will select an employee for the position based on work related factors including evaluations, professional and technical skills, interpersonal skills. All things being equal in evaluations, experience, and skills; seniority shall be the deciding factor.

5. **INVOLUNTARY TRANSFER:** The District may involuntarily transfer employees only when extraordinary circumstances exist, including as an alternative to disciplinary action, and to defuse irreconcilable personality conflicts. Involuntary transfers shall not be implemented arbitrarily and shall not be utilized to avoid layoffs.
6. **POSTING INFORMATION:** All vacancy posting required under this Article shall include the class title of the vacant position, the daily, weekly, monthly, and annual hours of employment of the position, the work site and work station of the position, and shall include all salary steps of the salary range assigned the position.
  - 6.1 At least two (2) weeks prior to each summer recess, the District shall solicit the names and current mailing addresses of any employees who wish to be notified of any vacancies which may occur during the recess period. Notices of any and all such vacancies shall be sent in a timely manner, postage prepaid by U.S. Mail, to those employees. Such notices shall include the information detailed in Section 14.7 of this Article.
7. **UNSUCCESSFUL APPLICANTS:** Upon written request of the Personnel Department of the District, any unsuccessful applicant will be informed of the reasons why he/she did not receive the transfer.
8. **SALARY PLACEMENT UPON TRANSFER:** An employee receiving a transfer shall be placed on the same salary step in the new range (if any) as placed on prior to transfer. A transfer does not interrupt the employee's normal step progression.
9. **PROMOTIONAL DUE PROCESS:** A permanent employee who receives a cross-class transfer to a higher job class, and who is required by the District to serve a probationary period in the new position, shall be afforded the due process rights of a permanent employee in the event of disciplinary action during the probationary period.
10. **REASSIGNMENTS:** Employees may from time to time be impacted by reorganizations of the District's operations, resulting in physical movement of the employee and his/her position from one work station and/or work site to another. An example is splitting grade levels between two elementary schools, both K-8, to where one is K-5 and the other is 6-8. Instructional Assistants might be reassigned with their classroom assignments from one school to the other. When such

reassignments occur, employees shall move along with their position and shall suffer no reduction in hours, wages, and benefits.

11. **BACKFILLING:** The purpose of this section is to provide opportunities for employees to temporarily increase their number of hours of work, temporarily increase their wages, and/or acquire experience in a different job assignment.
  - 11.1 When the District determines to fill a position held by an employee who is absent from work for a period of time known by the District to last sixty (60) working days or longer, the District shall fill the temporarily vacant position promptly, but in no event later than ten (10) working days after the District has received notification and/or confirmation of the duration of absence.
  - 11.2 Prior to seeking outside applications for such temporarily vacant positions and upon a determination that it is in the best interest to fill the position with a current employee; the District shall offer the opportunity to employees by posting the opportunity in all work locations for not less than five (5) working days. The District shall open temporarily vacant positions for employee backfill before consideration of external substitutes.
  - 11.3 In the event qualified employees submit a timely written application for the backfilling opportunity, the employees shall be selected in preference to outside applicants. An employee's qualifications shall be determined by the District and shall be based on work-related factors including evaluations, professional and technical skills, interpersonal skills and attendance. If two or more employees apply for the backfill and all things being equal in evaluations, experience and skills; seniority shall be the deciding factor.
  - 11.4 For the purpose of this section, employees accepting back-filling assignments will be considered substitute employees for the duration of the assignment, but will continue to receive normal pay, appropriately prorated benefits, leaves and other terms and conditions of employment during the assignment. If the assignment involves more hours than the employee's regular position or service in a higher job class, the employee shall be compensated accordingly. Upon conclusion of the back-filling assignment, the employee shall be returned to his/her regular position and shall receive seniority credit for the back-filling assignment as if the service had been performed in his/her regular position.
  - 11.5 At the conclusion of the originally-stated term of the absence, the temporarily-vacant position will be a) refilled by the incumbent who had been absent, b) extended by virtue of extenuating circumstances, in which in case the position may again be made available for back-filling if

qualifying circumstances continue to exist, or c) if the incumbent has left District employment, the position shall be declared vacant under Section 12.1.

12. **SUMMER WORK ASSIGNMENTS:** The District shall give all less than twelve (12) month employees an opportunity to apply for short-term summer work opportunities by circulating sign-up sheets not less than five (5) days prior to the end of the academic year in June. Employees who wish to work during summer recess shall express such interest by signing up during the circulation period of the sign-up sheet.
  - 121 The District shall select qualified employees for summer work assignments in preference to outside applicants. Employees selected for such summer work assignments shall be paid at the same rate of pay that such work is paid during the academic year. This means that the employee may be paid less or more than they receive during the academic year because their summer work is on a different pay range. Compensation for unusual assignments which do not fall within existing classes shall be subject to mutual agreement of the District and CSEA.
  - 122 Employees shall be entitled to all paid leaves of absence, paid holidays, and vacation accrual during summer work assignments. Longevity is paid for summer work where applicable, in addition to the appropriate salary.
  - 123 Employees are credited with hours in paid status for summer work which is in the same job description as work during the academic year.

## **ARTICLE XV: CLASSIFICATION**

### **1. DEFINITIONS:**

- 1.1 **ALLOCATION:** Assigning a specific rate of pay (salary range) to a newly-created class. Part of the classification process.
- 1.2 **BACKFILLING:** The process by which an employee temporarily assumes the position of another employee who is absent from duty, for the purpose of gaining additional hours, wages, and/or job experience.
- 1.3 **CLASS:** A group of positions sufficiently similar in duties, responsibilities, working condition, and required skills that they can be included in one (1) class description, with the same class title, and be paid the same rate of pay (salary range).
- 1.4 **CLASSIFICATION:** The process of job analysis and documentation by which newly-created positions are defined and delineated in a formal class description and allocated a specific rate of pay (salary range).
- 1.5 **CLASS DESCRIPTION:** That document, commonly called a job description, which defines and delineates the duties, responsibilities, required skills, training and education applicable to incumbents in a class.
- 1.6 **POSITION:** A collection of tasks performed by one (1) individual at one (1) work station, which may be as narrow as a desk (example, receptionist), or as broad as District-wide (example, maintenance).
- 1.7 **PROMOTION:** A transfer in which an employee vacates a position on one (1) class to assume a different position in a class with a higher rate of pay (salary range).
- 1.8 **REALLOCATION:** Assigning a different rate of pay (salary range) to an existing position or class of positions, either in conjunction with a reclassification or as a result of a negotiated agreement between the District and CSEA.
- 1.9 **REASSIGNMENT:** The process of physically relocating an employee, along with his/her position, from one (1) work station and/or work site to another, in response to a reorganization of all or a part of the District's operation.
- 1.10 **RECLASSIFICATION:** The process of job analysis and documentation by which existing positions are re-defined and delineated in an amended class description, in response to changes over time in the duties, responsibilities, working conditions, and skills required of the incumbents.

Reclassified positions may be reallocation to a higher rate of pay (salary range) if justified by the degree of change.

- 1.11 **TRANSFER:** The process by which an employee vacates a position in order to assume a different position in the same or a different class.
- 1.12 **Y-RATE:** An agreement negotiated by the District and CSEA by which an employee, employees, or an entire class of positions is placed in a class with a lower rate of pay (salary range) and continues to receive the specific hourly/monthly rate of pay he/she received in the higher class until such time as the pay rate of the lower class exceeds that rate.
- 2. **PLACEMENT IN CLASS:** Each bargaining unit position shall be placed in a class with an agreed-upon class description and shall be allocated to a salary range on the negotiated salary schedule.
- 3. **CLASSIFICATION AND RECLASSIFICATION:** Position classification and reclassification shall be subject to the mutual written agreement of the District and CSEA. Either party may propose a reclassification at any time during the life of this Agreement for any position. By mutual agreement, any such proposal shall be promptly negotiated by the parties.
- 4. **ASSIGNMENT TO UNIT:** All newly-created positions and classes of positions not exempted by law shall be assigned to the bargaining unit if the duties described in the class description are those which should reasonably be assigned to unit personnel.
- 5. **SALARY PLACEMENT OF RECLASSIFIED POSITION:** When a position or class of position is reclassified, the position or class shall be placed on the salary schedule at a range which is equal to or higher than the existing placement.
- 6. **INCUMBENT RIGHTS:** When a position or class of positions is reclassified, the incumbents in the positions shall retain their positions and shall be reallocated to the higher class, if reallocation occurs.



## **ARTICLE XVI: GRIEVANCE PROCEDURE**

### **1. DEFINITIONS:**

- a. A “grievance” is defined as any allegation of an employee, employees or CSEA involving the interpretations, application, or alleged violation of this Agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential atmosphere as is possible in the resolution of grievances.
- b. A “day” is any day on which the District office of the School District is open for business.

2. **INFORMAL LEVEL:** An attempt to resolve the grievance through informal conference between the employee and the immediate supervisor will be made. Either party may request a written summary of the conference. The grievant may seek advice from CSEA or other available source. Every reasonable effort shall be made to resolve the matter quickly, and all procedures shall be kept as confidential as possible.

3. **FORMAL LEVEL:** Failure to file a formal grievance within the time limits specified invalidates the grievance, provided, however, the employee shall not lose standing to pursue the issue through appropriate means outside this grievance procedure. Failure of an administrator to respond within the time limits prescribed entitles the grievant to proceed to the next level. Failure by the grievant to appeal a decision within the time limits specified shall be deemed as acceptance of the decision. Either party may be accompanied by a representative of his/her own choosing at any level of this procedure.

#### **Level I:**

- a. Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the form prescribed by the District to his/her immediate supervisor.
- b. This statement shall be clear, concise statement of the grievance, the specific section of this Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, the decision rendered at the informal conference, and the specified remedy sought.
- c. The supervisor shall investigate the details of the grievance and confer with the grievant within ten (10) days.
- d. The immediate supervisor shall communicate his/her decision in writing within fifteen (15) days after receiving the grievance.

**Level II:**

- a. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision, on the form prescribed by the District, to the Superintendent or his/her designee within five (5) days after receiving the decision from Level I.
- b. This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reason(s) for the appeal.
- c. The Superintendent or his/her designee shall communicate his/her decision in writing to the grievant within fifteen (15) days after receiving the appeal.

**Level III:**

- a. In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the form prescribed by the District to the Board of Trustees within five (5) days after receiving the decision from Level II.
- b. The appeal shall include a copy of the original grievance, the decision(s) rendered, and a clear, concise statement of the reason(s) for the appeal.
- c. The Board of Trustees shall conduct a hearing to determine the merits of the grievance. The hearing shall be held no later than the next regular meeting of the Board which is scheduled at least twenty (20) days subsequent to the Board of Trustees receipt of the appeal. The decision shall be rendered no later than the regular Board meeting next following the hearing.
- d. The decision of the Board of Trustees shall be binding, except that no rights of the grievant to further legal action shall be abrogated.

**4. MISCELLANEOUS PROVISIONS:**

- a. At Level I of the Grievant Procedure, the grievant may elect to represent himself/herself rather than have CSEA provide representation. If the grievant elects to represent himself/herself at this step or at any later step, CSEA shall be relieved of any further obligation to share in any further expense of the Grievance Procedure.
- b. If the grievance involves employees, not all of them who have the same supervisor at Level I, the grievance may be submitted at Level II.

- c. An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided with copies of any grievance filed by employees directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution to review. CSEA shall be given the opportunity to file a written response to the proposed resolution.
- d. The District shall make available for testimony in connection with the Grievance Procedure any District employee whose appearance is required by the grievant or CSEA. Any employee witnesses required to appear in connection with this provision shall suffer no loss of pay.
- e. The grievant and representative selected by CSEA shall be granted release time to attend any conferences with the immediate supervisor and/or Superintendent required by the Grievance Procedure.
- f. All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file.
- g. Nothing contained herein shall prevent either the District or CSEA from agreeing to waive one or more steps of these procedures, or from agreeing to submit a grievance directly to the Board of Trustees.
- h. Neither the District nor CSEA shall subject any grievant or unit member appearing on behalf of or in opposition to a grievant to reprisals of any kind whatsoever for participation in the grievance process.
- i. Job Stewards shall have the authority to file notices and take action on behalf of bargaining unit employees relative to rights afforded under this Agreement, provided, however, that no action may be taken by the Job Steward without the approval of the employee.
- j. During the pendency of any grievance, unit members shall continue to observe their assignments and any applicable rules and regulations until such grievance and any effect thereof shall have been fully decided.

## **ARTICLE XVII: PROFESSIONAL GROWTH**

### **1. Statement of Intent:**

The purpose of this Professional Growth Article is to improve the standard of all classified service members, continue along the path of lifelong learning and to pen professional advancement within the District of employment of unit members.

### **Conversion Table**

Hourly conversion tables for regional occupation program offering, adult education, workshops, seminars, correspondence courses and trade schools, etc. Hours beyond an increment may be carried to the next increment level.

7.5 hours – 0.5 semester units  
15 hours = 1.0 semester units  
22.5 hours = 1.5 semester units  
30 hours = 2.0 semester units  
37.5 hours = 2.5 semester units  
45 hours = 3.0 semester units  
52.5 hours = 3.5 semester units  
60 hours = 4 semester units  
67.5 hours = 4.5 semester units  
75 hours – 5.0 semester units.

a. The employee must submit evidence of professional growth course completed by August 31 to the district office no later than September 30<sup>th</sup>. The approved professional growth increments shall be applied to the employee's base salary retroactive to July 1 of the same year and will continue as a n annual adjustment to the base salary each year, as long as the employee is actively employed in the district.

b. There will be yearly salary increments of \$300.00 per four (4) units. One unit shall equal twenty (20) hours of instructional time (equivalent to one semester unit).

c. An employee may earn only salary increment per year. Any credits earned in excess of the number needed for a base salary increment may be applied toward subsequent increments up to a limit of three (3) such salary increments.

d. The District will work with CSEA to provide unit members with access to professional development opportunities. This may include site trainings, available class trainings, both virtually and in person, and other opportunities that apply to education.

**Degree Stipend:** Any employee holding an associate degree will receive a three hundred-dollar (\$300) stipend per year. Any employee holding a Bachelor's

Degree will receive a six hundred-dollar (\$600) stipend per year. Coursework applying toward any degree must be from an accredited institution but need not be pre-approved to receive the degree stipend.

**Vocational Education Stipend:** Any employee who participates in vocational training specific to the work they do with the Round Valley Unified School District which is not an already mandated training shall be recognized for their initiative in making themselves more valuable employees as follows:

1. Career Specific Certificate of Completion - \$125
  - a. Add on training \$125 each not to exceed \$500 (example: entry, associate, professional, expert)
2. 15-29 Career Technical Education (CTE) Coursework Units \$125
3. 30 or more Career Technical Education (CTE) coursework units \$250

#### **ARTICLE XVIII: CSEA REPRESENTATION RIGHTS**

1. CSEA shall be entitled to appoint stewards, whose identity shall be made known to the District, who shall be entitled to up to thirty (30) hours of release time between them during each year that this Agreement remains in effect. Such time may be used to meet with supervisors and employees to discuss matters related to this Agreement, subject to the following provisions:
  - a. Stewards shall arrange for taking released time with their supervisors before leaving their work stations. It shall be understood that supervisors shall not deny released time requests without reasonable cause.
  - b. Stewards shall meet with supervisors and employees hereunder only when requested to participate by the employee(s) involved.
2. CSEA shall have the right to post notices of activities and materials of CSEA concern on bulletin boards which shall be provided in each school, in the District office, and in the bus facility lounge.
3. CSEA shall be allowed to use District facilities for regular business meetings free of charge, provided, however, that application for such use shall be made in accordance with the normal District procedure and that such use shall not conflict with District programs or activities or with previously scheduled uses by other individuals or groups.

4. CSEA shall have the right to use District mail services for the distribution of official communications.
5. If an authorized CSEA representative desires to transact business of an official nature on District premises, he/she shall first report to the supervisor responsible for such premises, or to the school office, as appropriate. The transaction of CSEA business shall not result in an interruption of employees during their assigned work time, and shall take place during rest periods, meal periods, or periods before and after their assigned shift.
6. CSEA shall have the right to speak at any public meeting of the Board of Education on any issue which is scheduled for action by the Board, prior to the Board's taking action.
7. CSEA shall be provided with one (1) copy of the agenda and one (1) copy of the minutes of each opens session Board meeting, and agenda for closed session board meetings.

## **ARTICLE XIX: Discipline of Permanent Classified Employees:**

### **1. STANDARDS AND DEFINITIONS**

- a Discipline shall be imposed on permanent employees only for just cause.
- b Disciplinary action is any action which deprives any employee of any classification or incident of employment and includes but is not limited to termination, demotion, suspension, reduction in hours, transfer without the employee's voluntary written consent, reassignment without the employee's voluntary written consent, letters of reprimand and written warnings. Layoff actions under Education Code section 45298, including layoffs, reductions in hours or demotion (bumping) in lieu of layoff, are not disciplinary actions within the meaning of this Article.
- c No disciplinary action shall be taken against any permanent employee for any cause which arose prior to the employee's becoming permanent, or for any cause which arose more than two (2) years preceding the date of the filing of the notice of proposed disciplinary action.

### **2. INVESTIGATIVE INTERVIEWS**

Employees shall be entitled to union representation during interviews with management which the employee reasonably believes may lead to discipline. Before conducting any such interview of the employee, the supervisor or manager conducting the interview shall inform the employee of his/her right to union representation at the interview.

### **3. PROGRESSIVE DISCIPLINE**

Progressive discipline shall be followed for all disciplinary actions. Progressive discipline is a series of fair, consistent and timely corrective steps to improve employee performance through direct, honest, and constructive communication. Progressive discipline requires that the Employer attempt to correct an employee's conduct or work performance at the lowest effective level, and that increasingly severe steps are taken only when an employee fails to correct a problem after being given a reasonable opportunity to do so. Progressive discipline shall not be bypassed unless the serious nature of the offense warrants such action. Whether or not the nature of the offense was so serious as to require bypassing progressive discipline steps may be submitted to hearing.

### **4. COUNSELING AND DISCIPLINARY ACTIONS UP TO AND INCLUDING A LETTER OF REPRIMAND**

#### **a. Verbal Counseling**

Verbal counseling shall occur within ten (10) days of the date when the supervisor first has knowledge of the employee's alleged infraction.

## **b. Written Warning**

Written warnings shall be given to the employee within ten (10) days of the date when the supervisor first has knowledge of the employee's alleged infraction which is the same or similar to previous verbal counseling. The written warning shall include a specific statement of the facts which form the basis of the warning and shall include the steps for improvement. The warning shall notify the employee that she/he has the right to file a written response within ten (10) days of receipt of the warning. The employee may file a written response within ten (10) days of receipt of the warning, which shall be attached to the written warning. Written warnings shall be placed in the employee's personnel file.

## **c. Letter of Reprimand**

A letter of reprimand shall be given to the employee within ten (10) days of the date when the supervisor first has knowledge of the employee's alleged infraction which is the same or similar to the previous written warning. The letter of reprimand shall include a specific statement of the facts which form the basis of the reprimand, as well as the policies, rules, or regulations alleged to have been violated. The letter of reprimand shall include a plan for improvement, and shall notify the employee that she/he has the right to file a written response within ten (10) days of receipt of the letter of reprimand. The employee shall sign the reprimand to acknowledge receipt only. The employee may file a written response to the letter of reprimand within ten (10) days of receipt of the letter of reprimand. Said written response shall be attached to the letter of reprimand and placed in the employee's personnel file.

## **d Suspension without Pay**

If the employee participated in conduct which is the same or similar to the conduct which resulted in a letter of reprimand, the employee may be subject to an unpaid suspension of no more than 5 work days at the Superintendent's discretion.

Prior to an unpaid suspension being implemented under this section, the employee shall be given the opportunity within three business days to meet with the Superintendent with his/her union representative to appeal the decision to suspend.

## **5. DISCIPLINARY ACTIONS BEYOND 5-DAY SUSPENSION**

For all disciplinary actions beyond a 5-day suspension, the following procedures shall apply.

### **5.1 PRE-DISCIPLINARY PROCEDURES**

#### **5.1.1 Notice of Proposed Discipline**

- A. Before taking disciplinary action, the Superintendent and/or his or her designee shall provide a written notice of proposed discipline to the employee. The notice of proposed discipline shall be personally delivered or sent by U.S. certified mail to



the employee at the employee's last known address. The notice must be reasonably calculated to provide the employee with the opportunity to timely request the meeting provided in Section 15.6.1.2, below. A copy of the notice of proposed discipline shall be delivered simultaneously to the designated CSEA representative.

**B. Contents of The Notice: The contents of the written notice shall include the following:**

- i. The specific disciplinary action proposed and the proposed effective date of said action.
- ii. The reasons for the proposed disciplinary action.
- iii. A complete statement in ordinary language of the specific acts and/or omissions upon which the proposed discipline is based, which shall include the times, dates, and locations of the acts and/or omissions, and the individuals involved.
- iv. Copies of all documents and materials upon which the statement of charges is based.
- v. Copies of any policies and/or regulations, if it is claimed that the employee has violated said policies or regulations.
- vi. A statement that the employee has the right to request, within five (5) days of the employee's receipt of the notice of proposed discipline, a meeting with a designated official to provide a response to the charges set forth in the notice, either orally or in writing, and that the employee may have a representative at the meeting.
- vii. A form to request the meeting, to be signed by the employee or his/her representative.

**5.1.2 Pre-Disciplinary Meeting Skelly Meeting**

- A. The meeting shall take place no earlier than eight (8) days after the employee's receipt of the notice of proposed discipline. The employee shall be afforded a reasonable period of time during his/her working hours to meet with his/her CSEA representative to discuss and to prepare for said meeting. If the employee chooses to submit his/her response in writing without the necessity of a meeting, the employee's written response shall be due no earlier than eight (8) days after the employee's receipt of the notice of proposed discipline.
- B. The designated official conducting the meeting shall be a third party neutral or a management official who was not involved in the events underlying the charges or in the investigation or the filing of the charges. The designated official shall be endowed by the District with the full authority to dismiss, reduce or uphold the

charges as written. At the meeting, the designated official shall afford the employee the full opportunity to present any evidence or information in response to the charges. The employee shall be entitled to be represented by a representative of his/her own choosing, including legal counsel.

- C. Within ten (10) days of the meeting, the designated official shall file and serve on the employee and his/her representative a decision upholding, dismissing, or reducing the Superintendent's proposed discipline. In no event can the designated official impose a higher level of discipline than that in the notice of proposed discipline. A copy of the decision shall be delivered simultaneously to the designated CSEA representative.

### **5.1.3 Emergency Suspensions/Administrative Leave**

Notwithstanding Article, Sections 6.1.1 and 6.1.2, in emergency situations, when the continued presence of the employee presents a clear and present threat to the health and safety of students or other employees of the Employer or would result in substantial interference with the Employer's operations, the Employer may remove the employee from the job immediately and place the employee on paid administrative leave. The employee shall be provided with the notice of proposed discipline and the pre-disciplinary meeting as soon as possible. The employee may be allowed to return to work at any time pending the pre-disciplinary procedure.

## **5. DISCIPLINARY PROCEDURES**

### **5.2.1 Notice of Disciplinary Action**

In the event that the Superintendent goes forward with a recommendation for disciplinary action to the Governing Board, the Superintendent shall provide a written notice of the recommended discipline to the employee. The notice of recommended discipline shall not impose a higher level of discipline than that recommended by the designated official under Section 15.6.1.2 (C). The notice of recommended discipline shall be personally delivered or sent by certified mail to the employee. A copy of the notice of recommended discipline shall be delivered simultaneously to the designated CSEA representative.

#### **A. Contents of The Notice: The contents of the written notice shall include the following:**

- i. The specific disciplinary action recommended and the proposed effective date of said action.
- ii. The reasons for the recommended disciplinary action.

- iii. A complete statement in ordinary language of the specific acts and/or omissions upon which the recommended discipline is based, which shall include the times, dates, and locations of the acts and/or omissions, and individuals involved.
- iv. Copies of all documents and materials upon which the statement of charges is based.
- v. Copies of any policies and/or regulations, if it is claimed that the employee has violated said policies or regulations.
- vi. A statement that the employee may appeal the disciplinary action and may request, within ten (10) days of the receipt of the notice of the recommended discipline, either (1) a hearing before the Governing Board or (2) with the concurrence and approval of CSEA, an arbitration hearing before an independent arbitrator.
- vii. A form to appeal the disciplinary action, to be signed by the employee and his/her representative.

### **5.2.2 Disciplinary Hearing**

#### **A. Hearing on Disciplinary Actions**

The following provisions apply where the employee has requested a hearing on the disciplinary action.

- i. Within ten (10) days after receiving the request for hearing, the Governing Board or its designee shall schedule a hearing before an independent, third-party hearing officer.
- ii. The employee shall be given written notice of the time and place of the hearing at least twenty (20) days before the date of the hearing. The employee shall be entitled to representation by a designated representative of his/her own choosing, including legal counsel.
- iii. The hearing officer shall preside over the hearing, which shall be tape recorded.
- iv. The burden of proof rests with the District. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses, and to rebut evidence proffered against the party. The oral testimony shall be taken under oath or affirmation.
- v. The hearing need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs; however, hearsay cannot be used as the basis of a material factual finding unless it is corroborated by no hearsay evidence.

- vi. The parties may mutually agree to prepare post hearing briefs in lieu of closing statements, to be submitted within a reasonable period of time after the close of testimony.
  - vii. When the hearing occurs during the workday of an employee of the Employer who is a witness for either party, the employee shall be released from work in order to testify, without loss of pay or benefits.
  - viii. The hearing officer shall issue his/her opinion and award in writing, which shall set forth his/her findings of fact, reasoning, and conclusions. The hearing officer may modify, revoke, or sustain the Superintendent's notice of recommended disciplinary action, but shall not impose a higher level of discipline than that recommended by the Superintendent's notice. Within thirty (30) days of the close of hearing or the filing of post hearing briefs, whichever is later, the hearing officer shall file his/her opinion and award with the Governing Board, and shall serve the employee and the employee's designated representative.
  - ix. At the first regularly scheduled Board meeting which occurs after issuance of the hearing officer's decision, the Governing Board shall act upon the decision as set forth.
  - x. The cost of the hearing officer shall be borne by the Employer.
- B. Loss of Pay.** The employee shall suffer no loss of pay or benefits prior to the date when the Employer's disciplinary action is final and all appeals are exhausted

### **5.3 EXTENSIONS OF TIME**

The parties may extend any of the time periods set forth in this Article by mutual consent. Any request by the employee and his/her designate representative for a reasonable extension of time shall not be denied by the Employer.

## **6. GROUND FOR DISCIPLINARY ACTION:**

- a. Incompetence or inefficiency in the performance of assigned duties.
- b. Insubordination, including, but not limited to, refusal to perform assigned work.
- c. Discourteous, abusive, offensive or immoral conduct or language toward other employees, students, or the public.
- d. Dishonesty.
- e. Possession or consumption of alcoholic beverages on school property, or reporting for work while under the influence of alcohol.

- f. Addiction to or being under the influence of narcotics or controlled substances without a prescription.
- g. Repeated unexcused absences or tardiness.
- h. Abuse of leave privileges.
- i. Absence without notification.
- j. Falsifying any information supplied to the District, including information on application forms, employment records, or any other District records.
- k. Physical inability to perform assigned duties.
- l. Refusal to take a medical examination required by the District.
- m. Offering anything of value, or offering any service in exchange for special treatment in connection with the employee's job, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- n. Conviction of a sex offense, as defined in Education Code section 44010.
- o. Persistent violation or refusal to comply with safety rules or other procedures established by the District, or by any governmental agency with jurisdiction.
- p. Abandonment of position.
- q. Inability to work harmoniously with co-workers to such a degree that District functioning is disrupted.
- r. Misappropriation or misuse of or negligent or intentional damage to District property.
- s. Failure to maintain licenses or certificated required for the job by law or by the District.
- t. Engaging in political activity during assigned hours of work.
- u. Child Endangerment. Violations of Ed Code 39831 (a)(4) will be grounds for bypassing progressive steps of discipline (Section 4(a)-4(b)) and charges for dismissal brought by the District in accordance with Section 5 inclusive of all subsections.

## **ARTICLE XX: PEACEFUL RESOLUTION OF DIFFERENCES**

CSEA and the District recognize the desirability of continuous and uninterrupted operation of the District and the avoidance of disputes which threaten to interfere with such operation. The establishment of this comprehensive Agreement, including the grievance procedure contained herein, removes the basic cause for work interruptions during the period of this Agreement. In recognition of this, CSEA agrees that there will be no strike, work stoppage, work slowdown, picketing, or refusal to well and faithfully perform job assignments, or any other interference with the operation of the District by CSEA or its members. During the life of this Agreement, CSEA recognize the duty of its members and representative to comply with all provisions of this Agreement and shall make every effort to induce them to do so. The District shall not lock out unit members during the life of this Agreement.

## **ARTICLE XXI: FAIR SHARE ORGANIZATIONAL SECURITY**

It is the express intention of the parties that the provisions of this Article respectfully balance the rights of individual employees, as referenced in Government Code sections 3543 and 3546, and the right of CSEA, the exclusive representative to create a Fair Share Organizational Security Unit pursuant to Government Code section 3546(a).

1. Check off:

CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, or written notice from CSEA pursuant to X.4 below, deduct such dues or service fees and make appropriate remittance to the Association within a reasonable time thereafter.

2. Dues Deduction:

The District shall deduct in accordance with the CSEA Dues and Service Fee Schedule dues from the wages of all employees who are members of CSEA on the date of the execution of this agreement, and who have submitted dues authorization forms to the District, or who, after the date of execution of this agreement, become members of CSEA and submit to the District a dues authorization form.

3. Maintenance of Membership:

For those employees who are members of CSEA on the effective date of this agreement, or who become members of CSEA during the term of this agreement, they shall maintain their membership in CSEA during the term of this agreement.

4. Service Fee:

Pursuant to Government Code section 3546(a) upon written request from CSEA employees in the bargaining unit who are not members of CSEA, and employees who hereafter come into the bargaining unit, shall either apply for membership and execute an authorization for dues deduction on a form provided by CSEA, or in the alternative the District shall deduct from the salaries of such employees (consistent with Education Code 45168 and 45061) a service fee equal to the CSEA State Dues Schedule without the local Chapter dues, payable to CSEA for the representational duties required under the Educational Employment Relations Act.

5. Religious Objections:

Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include prohibitions to joining or financially supporting employee organizations, shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment except that once such employee has submitted evidence to CSEA and the District which proves that (s)he belongs to such religious body, s/he will be required, in lieu of a service fee, to pay sums equal to such service fee to a nonlabor, nonreligious charitable fund which is exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.

Any employee who belongs to a religious body described herein shall indicate in writing to the District and CSEA the basis for their religious objection, and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to a non-labor, nonreligious charitable fund which is exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code, or in the alternative the District shall deduct from the salaries of such employees (consistent with Education Code 45168 and 45061) a service fee equal to the CSEA State Dues Schedule without the local Chapter dues, payable to CSEA for the representational duties required under the Educational Employment Relations Act [Government Code section 3540.1 (02)].

6. Notice to Agency Fee Payers:

By October 31 of each year the District will provide CSEA with a list of all bargaining unit employees, and their address, so that CSEA can notify each employee of their rights under the Educational Employment Relations Act [Government Code section 3540.1 (02)], and CSEA policies.

7. Hold Harmless:

CSEA shall reimburse and hold the District harmless from any and all claims, demands, and suits, or any other action arising from the District's compliance with the provisions of this Article.



## **ARTICLE XXII: SAVINGS**

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, that provision shall be deemed invalid to the extent required by the court. In such instance all other provisions shall remain in full force and effect, and the parties shall meet and negotiate within a reasonable period of time for the purpose of arriving at a mutually acceptable replacement for this disputed provision.

## **ARTICLE XXIII: DRUG AND ALCOHOL TESTING**

### **Policy Statement**

Employees of the Round Valley Unified School District are expected to render service without being impaired or under the influence of alcohol or drugs of any kind. The safety and health of students, staff and the public require that every reasonable precaution be taken to discourage substance abuse and prevent impaired individuals from rendering service to the District.

The provisions of this article are in addition to the testing of all safety sensitive employees required under federal law.

### **Types of Testing**

Testing will be for alcohol and controlled substances at the following times:

1. Pre-employment screening.
2. Post-accident—where accident is defined to be: Any accident while on duty where there is injury, or there is \$500.00 or more of damage, or a vehicle is towed as a result of the accident, or the employee is cited by a California Highway Patrol officer.
3. Reasonable suspicion testing—A supervisor may require an employee to submit to an alcohol or a drug test for controlled substances when, in the supervisor's objective determination, there exists reasonable suspicion that the employee may be impaired when the employee is on duty or reporting for duty. This test shall not be required by a supervisor arbitrarily or capriciously.
4. Return-to-duty / follow-up testing—The District shall ensure that before an employee who has tested positive for an alcohol level 0.02 or higher, or the presence of a controlled substance(s), returns to duty, that the employee has undergone treatment, and shall undergo a return-to-duty test for alcohol and/or drugs. An employee who has undergone treatment for alcohol misuse or controlled substance use, and has had a negative result on a return-to-work test, shall also be subject to unannounced follow-up alcohol and/or drug testing up to three (3) times within 130 work days.

### **Testing**

The District will contract with the local health clinic and/or private company to conduct and analyze testing. Results shall be confidential and reported in writing only to the designated District representative. The District may contract for additional services to provide consultation and interpretation of test results.

## **Consequences**

Any employee refusing to submit to an alcohol or drug test shall be considered insubordinate, and will be subject to discipline under this agreement and state law. Refusal to submit includes an employee that engages in conduct that clearly obstructs the testing process, including, but not limited to, not submitting a return-to-duty test within five (5) working days of having been certified able to return to work by their substance abuse counselor.

An employee testing positive for controlled substances, or for a blood alcohol level of 0.02 or higher, will be subject to discipline. An employee testing positive for the first time will be given the opportunity to avoid disciplinary action by voluntarily requesting an unpaid leave of absence in order to enter a substance abuse rehabilitation program for up to three (3) months. After the employee has successfully completed the rehabilitation program, and/or has been certified by their substance abuse counselor able to return to work, the employee shall undergo a return-to-duty test, and will be subject to unannounced follow-up alcohol and/or drug test.

If an employee testing positive for controlled substances, or for a blood alcohol level of 0.02 or higher, declines to participate in substance abuse rehabilitation program, or withdraws from the program before satisfactory completion, as verified by their substance abuse counselor, they shall be subject to dismissal under this agreement. In these circumstances the employee shall immediately, following the Skelly meeting on the notice of charges, be suspended without pay or benefits, pending the employee's appeal.

Any employee testing positive for controlled substances, or for a blood alcohol level of 0.02 or higher on a return-to-duty or follow-up test, or in a post-accident test where there has been serious injury or death involved, will automatically be subject to dismissal under this agreement. In these circumstances the employee shall immediately, following the Skelly meeting on the notice of charges, be suspended without pay or benefits, pending the employee's appeal.

**ARTICLE XXIV: ENTIRETY OF AGREEMENT**

This Agreement represents the entire Agreement between the parties. Negotiations may be reopened with the mutual consent of the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations. They therefore, each voluntarily and without qualification, waive the right, for the duration of this Agreement, to negotiate collectively except as provided above or as provided in Article II and Article X, Number 1 of this Agreement.

For CSEA:

For District:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

# Round Valley Unified Classified (CEA) - Hourly Salary Schedule 2023-24

Effective 7-1-2023 - Revision Date

Range ID	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25
1	17.32	18.19	19.10	20.05	21.06	21.06	21.06	21.06	22.11	22.11	22.11	22.11	22.11	22.11	23.22	23.22	23.22	23.22	23.22	24.38	24.38	24.38	24.38	24.38	25.59
2	18.19	19.10	20.05	21.06	22.11	22.11	22.11	22.11	22.11	23.22	23.22	23.22	23.22	23.22	24.38	24.38	24.38	24.38	24.38	25.59	25.59	25.59	25.59	25.59	26.87
3	19.10	20.05	21.06	22.11	23.22	23.22	23.22	23.22	23.22	24.38	24.38	24.38	24.38	24.38	25.59	25.59	25.59	25.59	25.59	26.87	26.87	26.87	26.87	26.87	28.22
4	20.05	21.06	22.11	23.22	24.38	24.38	24.38	24.38	24.38	25.59	25.59	25.59	25.59	25.59	26.87	26.87	26.87	26.87	26.87	28.22	28.22	28.22	28.22	28.22	29.63
5	21.06	22.11	23.22	24.38	25.59	25.59	25.59	25.59	25.59	26.87	26.87	26.87	26.87	26.87	28.22	28.22	28.22	28.22	28.22	29.63	29.63	29.63	29.63	29.63	31.11
6	22.11	23.22	24.38	25.59	26.87	26.87	26.87	26.87	26.87	28.22	28.22	28.22	28.22	28.22	29.63	29.63	29.63	29.63	29.63	31.11	31.11	31.11	31.11	31.11	32.67
7	23.22	24.38	25.59	26.87	28.22	28.22	28.22	28.22	28.22	29.63	29.63	29.63	29.63	29.63	31.11	31.11	31.11	31.11	31.11	32.67	32.67	32.67	32.67	32.67	34.30
8	24.38	25.59	26.87	28.22	29.63	29.63	29.63	29.63	29.63	31.11	31.11	31.11	31.11	31.11	32.67	32.67	32.67	32.67	32.67	34.30	34.30	34.30	34.30	34.30	36.01
9	25.59	26.87	28.22	29.63	31.11	31.11	31.11	31.11	31.11	32.67	32.67	32.67	32.67	32.67	34.30	34.30	34.30	34.30	34.30	36.01	36.01	36.01	36.01	36.01	37.82
10	26.87	28.22	29.63	31.11	32.67	32.67	32.67	32.67	32.67	34.30	34.30	34.30	34.30	34.30	36.01	36.01	36.01	36.01	36.01	37.82	37.82	37.82	37.82	37.82	39.70
11	28.22	29.63	31.11	32.67	34.30	34.30	34.30	34.30	34.30	36.01	36.01	36.01	36.01	36.01	37.82	37.82	37.82	37.82	37.82	39.70	39.70	39.70	39.70	39.70	41.69
12	29.63	31.11	32.67	34.30	36.01	36.01	36.01	36.01	36.01	37.82	37.82	37.82	37.82	37.82	39.70	39.70	39.70	39.70	39.70	41.69	41.69	41.69	41.69	41.69	43.77
13	31.11	32.67	34.30	36.01	37.82	37.82	37.82	37.82	37.82	39.70	39.70	39.70	39.70	39.70	41.69	41.69	41.69	41.69	41.69	43.77	43.77	43.77	43.77	43.77	45.96
14	32.67	34.30	36.01	37.82	39.70	39.70	39.70	39.70	39.70	41.69	41.69	41.69	41.69	41.69	43.77	43.77	43.77	43.77	43.77	45.96	45.96	45.96	45.96	45.96	48.26
15	34.30	36.01	37.82	39.70	41.69	41.69	41.69	41.69	41.69	43.77	43.77	43.77	43.77	43.77	45.96	45.96	45.96	45.96	45.96	48.26	48.26	48.26	48.26	48.26	50.67
16	36.01	37.82	39.70	41.69	43.77	43.77	43.77	43.77	43.77	45.96	45.96	45.96	45.96	45.96	48.26	48.26	48.26	48.26	48.26	50.67	50.67	50.67	50.67	50.67	53.21
17	37.82	39.70	41.69	43.77	45.96	45.96	45.96	45.96	45.96	48.26	48.26	48.26	48.26	48.26	50.67	50.67	50.67	50.67	50.67	53.21	53.21	53.21	53.21	53.21	55.87
18	39.70	41.69	43.77	45.96	48.26	48.26	48.26	48.26	48.26	50.67	50.67	50.67	50.67	50.67	53.21	53.21	53.21	53.21	53.21	55.87	55.87	55.87	55.87	55.87	58.66

Step Increase - 5% between Steps 1, 2, 3, 4 and 5. Longevity Steps - 5% between Steps (9-10), (14-15), (19-20), and (24-25)

Classification List

Classification List Continued

- 1 Library Clerk

1 Child Care Provider

1 Office Assist/Clerk

1 In School Suspension

1 Student Monitor

2 Health Technician

2 Cook

2 Instructional Assistant

2 Behavioral Aide/Bilingual Aide

2 Account Clerk

2 Library Technician

2 Utility Person

2 Transporter

2 Transporter/Utility

3 Homeless Grant Coordinator

3 Speech Aide/Speech Technician

4 Maintenance Person

4 Behavioral Aide/Bilingual Aide

4 Bilingual Speech Tech Aide
- 5 High School Secretary

5 Elementary School Secretary

5 Outreach Consultant

5 Health Tech/Registrar

5 Bus Driver Trainee

6 Title I Reading Assistant

7 Computer Technician

7 Speech Technician Lead

7 Physical Education Assistant

8 Special Education Dept. Assistant

8 Bus Driver

9 Lead Bus Driver

9 Mechanic/Repairperson/Bus Driver

10 Physical Education Technician

10 Music Technician

10 Title I Reading Lead

10 Lead Bus Driver/Instructor

11 Senior Cook

11 Senior Computer Technician

Board Approved:

Date Approved:

# Round Valley Unified School District

## 2023-2024

### Events

July 23						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### Academic Year Calendar

Round Valley Unified School District: (707) 983-6171

Eel River Charter School: (707) 983-6946

Board Approved: 3/13/2023

Graduations:

8th Grade: 06/06/2024 & High School: 06/7/2024

Students: 180 days - Teachers: 188 days

August 23						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
		19	17	16		

September 23						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						19

October 23						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
					21	20

November 23						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						16

December 23						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31					15	14

January 24						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						17

February 24						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
						16

March 24						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31					20	19

April 24						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						17

May 24						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						21

June 24						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30					7	5

July 24						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 24						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

<b>Teacher's First Days Back:</b>
August 7th, 2023
10mo employees - 8/9/2023
<b>1st day of School: 08/10/2023</b>
<b>Last Day of School: 06/7/2024</b>
<b>Teacher's Last Days of Work:</b>
Tuesday, June 11, 2024
<b>Minimum Days:</b>
11/17 & 12/20, 2023
02/16, 03/29, 06/7/2024
<b>Holidays:</b>
09/04/23 = Labor Day
09/22/23 = CA Indian Day
10/9/23 = Local Holiday
11/10/23 = Veterans Day
11/20-24/23 = Thanksgiving Break
12/22/23-01/05/24 = Winter Break
01/15/23 = Martin L. King JR
02/19-23/24 = Presidents Week
04/1-5/24 = Spring Break
05/27/24 = Memorial Day
06/19/24 = Juneteenth
<b>Snow Days:</b>
03/25, 05/13/2024
<b>End of Quarter/Semester:</b>
10/13/23 = End of 1st Quarter
12/20/2023 = End 2nd Qtr/1st Sem.
03/21/24 = End of 3rd Quarter
06/7/23= End 4th Qtr/2nd Sem.
<b>Parent/Teacher Conferences</b>
October 30- November 3/2023
April 8th -12th/2024
<b>No Classes</b>



# ROUND VALLEY UNIFIED SCHOOL DISTRICT CLASSIFIED PERSONNEL PERFORMANCE REPORT

Employee Name \_\_\_\_\_

Location \_\_\_\_\_

Probation \_\_\_\_\_

☐ 2 Month

☐ 5 Month

Classification \_\_\_\_\_

Rating Period \_\_\_\_\_

to \_\_\_\_\_

☐ Annual

Section A	Factors to be Rated	Does Not Meet Standards	Meets Standards	Exceeds Standards	N/A
<u>Quality of Work</u>					
	1. Performs duties in an accurate manner				
	2. Completes work in a thorough manner				
<u>Quantity of Work</u>					
	3. Does work required in reasonable time				
<u>Work Habits and Attitudes</u>					
	4. Organizes work well				
	5. Uses good judgment in performance of work				
	6. Learns & complies with procedures, rules & regulations				
	7. Is efficient in use of materials and equipment				
	8. Readily adjusts to new work situations				
	9. Accepts job responsibilities				
	10. Is concerned with safety factors				
	11. Accepts direction				
	12. Effective under stress				
<u>Punctuality</u>					
	13. Complies with assigned hours of work & schedules				
	14. Has good attendance record				
	15. Contacts Business Office at earliest opportunity if absent or Tardiness is unavoidable				
<u>Dependability</u>					
	16. Attends to duties in absence of supervisor				
<u>Personal Relations</u>					
	17. Is tactful and courteous				
	18. Works effectively with other employees/public/students				

## ROUND VALLEY UNIFIED SCHOOL DISTRICT CLASSIFIED PERSONNEL PERFORMANCE REPORT

**Summary Rating:** \_\_\_\_\_ Give your total evaluation of the employee. Consider all factors which might affect his/her value to the district.

☐ Does Not Meet Standards
 ☐ Meets Standards
 ☐ Exceeds Standards
 ☐ N/A

**Section B:** \_\_\_\_\_ Record progress achieved in attaining previously set goals.

☐ Does Not Meet Standards
 ☐ Meets Standards
 ☐ Exceeds Standards
 ☐ N/A

**Section C:** \_\_\_\_\_ Mutually agreed objectives for the 20 school year.

**Section D:** \_\_\_\_\_ Comments

\_\_\_\_\_  
This report has been discussed with me. I have been provided with suggestions as to how I could improve my performance. \*\*Signing this does not necessarily mean that I agree with the evaluation. \*\*Applicable only if undesirable information is included in the rating sheet.

☐ I wish to appeal this evaluation.

☐ I do not wish to appeal this evaluation.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

Copies to:  
Personnel File  
Employee  
Rater

\*In the event that the parties are unable to reach agreement on the goals for the year, the issue shall be subject to the grievance procedure contained in the CSEA negotiated agreement.



- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Home address (incl. apartment #);
- x. City;
- xi. State;
- xii. ZIP Code (5 or 9 digits);
- xiii. Home telephone number (10 digits);
- xiv. Cell or Mobile telephone number (10 digits);
- xv. Personal email of the employee, if on file with the District
- xvii. Employee ID;
- xviii. Birth Date;
- xix. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
- xx. Hire Date

In the event no one is hired on any particular month, the District shall send an email to CSEA confirming they did not hire any staff that month.

For these purposes, hire date means the employee’s hire date as set forth in the District’s database from which this information is retrieved.

### **3. Grievance Procedure**

Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement, except as follows.

a) Definition of a “Grievant”: For the purposes of this Agreement, the Grievant” shall only be CSEA and its Chapter 676. No single employee or group of employees may grieve this agreement, unless they are authorized representatives of CSEA and its Chapter [676] and grieving on behalf of the union.

b) Opportunity to Cure: Before filing a grievance alleging the District Failed to provide information required under this Appendix, CSEA will notify the District that it failed to provide information and the District will have five (5) business days to provide the information. The timelines for filing a grievance will commence after the five (5) business day period has expired if the District fails to provide the information in that time.

c) Expedited Grievance Procedure: For the purpose of this agreement, the grievance procedure shall commence at the Formal Level – Level II (Article XVI).

FOR DISTRICT:

FOR CSEA:

\_\_\_\_\_  
Mike Gorman, Superintendent

\_\_\_\_\_  
Lyndsay Boccaleoni

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

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

**ARTICLE XXIV: ENTIRETY OF AGREEMENT**

This Agreement represents the entire Agreement between the parties. Negotiations may be reopened with the mutual consent of the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations . They therefore, each voluntarily and without qualification, waive the right, for the duration of this Agreement, to negotiate collectively except as provided above or as provided in Article II and Article X, Number I of this Agreement.

FOR DISTRICT:

FOR CSEA:

\_\_\_\_\_  
Mike Gorman, Superintendent

\_\_\_\_\_  
Lyndsay Boccaleoni

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

Date \_\_\_\_\_