

**EL DORADO UNION
HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES**

AND

**EL DORADO UNION
HIGH SCHOOL DISTRICT
CHAPTER #267 CSEA**

**CSEA
MASTER CONTRACT
2022-2025**

2022-2023 Contract
Board of Trustees/CSEA Approved: November 15, 2022

**MASTER CONTRACT
2022 – 2025**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	PREAMBLE	1
2	RECOGNITION	2
3	EMPLOYEE RIGHTS	3
	A. Activities	3
	B. Use of School Facilities	3
	C. Contact Personnel	3
	D. Information To Be Provided the Association	3
	E. Attendance at Association Meetings	4
4	EVALUATION PROCEDURE	5
	A. Evaluation	5
	B. Personnel Files	5
5	ORGANIZATIONAL SECURITY	6
	A. Membership and Dues Deduction	6
	B. Dues Deduction	6
	C. Membership Information	7
	D. Hold Harmless Provisions	7
6	DUTY HOURS	8
	A. Workweek	8
	B. Workday	8
	C. Lunch Period	8
	D. Adjustment of Assigned Time	9
	E. Rest Periods	9
	F. Overtime	10
	G. Compensatory Time Off	11
	H. Shift Differential – Compensation	12
	I. Minimum Call-In Time	12

<u>ARTICLE</u>		<u>PAGE</u>
7	SALARY	13
	A. Salary	13
	B. Probationary Period	14
	C. Leaves of Absence	15
	D. Employee Placement and Progression	15
	E. Travel	16
	F. Step Increases	16
	G. District Service Incentive	17
	H. Professional Growth	17
	I. Salary Schedule	18
	J. Reclassification Issues.....	18
	Classified Salary Schedule	19
8	EMPLOYEE WORKING CONDITIONS	20
	A. Definitions	20
	B. Temporary Vacancies	20
	C. Reporting for Duty – Adverse Weather Conditions	21
	D. Requirements for Continuing Employment	22
	E. Monitoring Devices	22
9	TRANSPORTATION WORKING CONDITIONS	23
	A. Coverage	23
	B. Standby Time	23
	C. Overtime and Special Trips	23
	D. Minimum Call-In Time Extracurricular Bus Trips	24
	E. Vehicle Assignments	24
	F. Temporary Vacancies	26
	G. Driver Compensation	26
	H. Personal Property – Reimbursement	27
	I. Field Trips	27
	J. Use of Vans	28
	K. Salary Schedule – Bus Driver/Trainer Pay	29
	L. Travel Reimbursement for Bus Drivers on Field Trips	29
	M. Utility Person Pay Differential	30
	N. Use of Monitoring Devices in District Transportation Vehicles	30
10	INSURANCE PROTECTION	32

ARTICLE

PAGE

11 OTHER POST EMPLOYMENT BENEFITS 34
 A. Stay-Well Incentive Program For Retirees 34
 Stay-Well Incentive Sick Leave Chart 35

12 HOLIDAYS 36
 A. Holidays 36
 B. Holiday Falling on Saturday or Sunday 36
 C. Compensation 36

13 VACATION SCHEDULING 37
 A. General 37
 B. Scheduling 37
 C. Computing 38

14 LEAVES
 A. Bereavement Leave 39
 B. Court Leave 39
 C. Industrial Illness and Accident Leave 39
 D. Leave of Absence 41
 E. Leave of Absence – Illness 41
 F. Extended Sick Leave 43
 G. Pregnancy Leave 43
 H. Military Leave 44
 I. Personal Necessity Leave 44
 J. Catastrophic Leave 45
 K. Family and Medical Leave Act 46
 L. Parental Leave Act 46

15 TRANSFERS AND PROMOTIONS 47
 A. Definitions 47
 B. Initial Assignments 47
 C. Administrative Transfers 47
 D. Voluntary Transfer Request (Same Classification) 48
 E. Medical Transfer 49
 F. Promotion 49
 G. Posting of Vacant Positions 50

ARTICLE

PAGE

16 LAYOFF AND REEMPLOYMENT 51

- A. Order of Layoff 51
- B. Bumping Rights 51
- C. Layoff in Lieu of Bumping 51
- D. Reemployment Rights 51
- E. Voluntary Demotion or Voluntary Reduction in Hours in Lieu of Layoff 51
- F. Offer of Reemployment 52
- G. Anticipated Layoff 52
- H. Effects of Layoff 52
- I. Reduction or Elimination of Specially Funded Programs 53
- J. Retirement in Lieu of Layoff 53

17 GRIEVANCES 55

- A. Definitions 55
- B. Procedures 55
- C. Informal Level 56
- D. Formal Level 56
 - Level I* 56
 - Level II* 56
 - Level III* 57
 - Level IV* 58

18 EMPLOYEE SAFETY 59

19 DISTRICT RIGHTS AND POWERS 60

20 CONCERTED ACTIVITIES 61

21 SAVINGS PROVISION 62

22 SUPPORT OF AGREEMENT 63

23 EFFECT OF AGREEMENT 64

24 TERM 65

CLOSURE 66

ARTICLE 1
PREAMBLE

- A. The articles and provisions contained herein constitute a bilateral and binding agreement by and between the Governing Board of El Dorado Union High School District (“District”) and the El Dorado Union High School District Chapter #267, California School Employees Association (“Association”), an employee organization.

ARTICLE 2
RECOGNITION

- A. The District recognizes the Association as the exclusive representative for those employees employed in classified non-management, non-confidential permanent/probationary employees.

- B. In the event any new positions are created in the District other than those fitting into the employees' organization, written notification shall be given to the Association in a timely manner. The Association will have ten (10) working days to respond with their concerns over this position. If the Association disagrees with the District, a meeting will be called to see if both sides can mutually agree on position.

ARTICLE 3
EMPLOYEE RIGHTS

A. Activities

1. The District and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organization activities.

B. Use of School Facilities

1. Employees may use school facilities for Association business as long as they have filled out the required forms.
2. Employees shall have the use of school bulletin boards, mailboxes, the school mail system, and other District means of communication for the posting or transmission of information or notices concerning Association matters.

C. Contact Personnel

1. Representatives of the Association will have the opportunity to contact employees during the normal workday in which they are performing their duties in the operation of the school district, provided it does not interfere with the employee's normal duties, after notification of the immediate supervisor or the manager.
2. Representatives of the Association not employed by the District must check through the administrative offices for permission to contact employees on the school premises.

D. Information To Be Provided The Association

1. The District agrees to provide one copy of all Board agendas to the Association, which shall include all non-confidential backup material that the Board receives. Multi-page reports too thick to duplicate will be provided, upon request, from the Association's Board Representative.
2. Copy of the preliminary district budget and official budget will be provided at the time such is being considered by the Board of Trustees.

3. Copies, upon request, of any and all written reports submitted to any other governmental agency which affects the classified service in any fashion.

E. Attendance at Association Meetings

1. Upon request, and with prior permission of the supervisor, a unit member working a second shift may be scheduled to work flex time to attend one Association meeting per month. Permission may be granted where the adjustment will not disrupt the orderly completion of required work.

ARTICLE 4
EVALUATION PROCEDURE

A. Evaluation

1. Evaluation for all regular employees shall be obtained at specified intervals during the work year. The evaluations shall be reported to the Human Resources Office on the appropriate form by the employee's immediate supervisor.
2. Evaluation for probationary employees shall be submitted within approximately sixty (60) days of employment and again somewhere near the end of the fifth (5th) month unless an employee has met the criteria for reduced probation as described in Article 7, Subsection B, in which case the second evaluation will be submitted somewhere near the end of the third month.
3. The evaluator and employee shall meet at a scheduled time to review, discuss and sign the evaluation form before it is submitted to the Human Resources Office. The annual conference shall not be a disciplinary matter but shall be for the purpose of clarifying the employee's work performance.
4. Evaluation for all permanent employees shall be submitted by April 30th of each year unless an employee and/or supervisor absence prevents the scheduled meeting.
5. Additional evaluations may be submitted at any time, if desired by a supervisor and/or requested by an employee.

B. Personnel Files

1. An employee will have the right to inspect the employee's confidential file, which is maintained in the District Office, by making a request to the Human Resources Office. By mutual agreement between the employee and immediate supervisor, derogatory material will be sealed after two (2) years.
2. An employee will have the opportunity to review and discuss any derogatory statement to be placed in the employee's file. The employee may respond in writing to any derogatory statement which is to be placed in employee's file. An employee will be given release time to answer any derogatory statement, which in no case will exceed two (2) hours.

ARTICLE 5
ORGANIZATIONAL SECURITY

A. Membership and Dues Deduction

1. District shall distribute CSEA-supplied membership applications to new hires. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.
2. District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to yearly automatic renewal unless the worker drops out during a specified window period. The District need not keep track of this automatic yearly period which shall be tracked by CSEA within its membership database.
3. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

B. Dues Deduction

1. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
2. The District's managers, supervisors and confidential employees shall be neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA. The District will only process employee revocation requests after receiving authorization from a CSEA Labor Relations Representative.
3. The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
4. There shall be no charge by the employer to CSEA for deductions.

C. Membership Information

1. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members' Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

D. Hold Harmless Provisions

1. CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.
2. In regards to membership dues deductions, CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 6

DUTY HOURS

A. Workweek

The workweek of classified employees shall consist of not more than five (5) consecutive workdays for those employees having an available average workday of four (4) hours or more during the workweek. When the District changes an employees' workweek, the District will subsequently consult with the Association over that change of workweek upon a request from the Association. This Section shall not prevent the extension of the regular workday or workweek when such is necessary to carry on the business of the District.

B. Workday

The length of the workday shall be annually designated by the District for each classified position. Annually each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours. Exception: Transportation and Cafeteria, where the hours will be fixed after a normal adjustment period; however, no employee shall lose hours which have been fixed annually as a result of this adjustment period except where a reduction of hours is necessary because of lack of work or lack of funds. This pertains to El Dorado Union High School District; it does not include contracted services such as R.O.P. and elementary request.

C. Lunch Period

1. A "lunch period" is an uninterrupted duty-free meal period of not less than one-half (1/2) hour nor more than one (1) hour.
2. Eight (8) hour employees are entitled to a lunch period scheduled generally in the middle of the work shift. Employees working less than eight (8) hours will work with their immediate supervisor to establish/delete lunch breaks. All lunch periods shall be in keeping with the efficiency of the District.
3. The lunch schedule of all employees will be set by the immediate supervisor (in writing, upon request) at the beginning of the work year. The lunch schedule for full-time employees may be changed during the year, if needed, to accommodate coverage of assignments.

D. Adjustment of Assigned Time

1. The District may assign additional hours to a part-time employee on a temporary basis in excess of the regular assigned part-time duty hours for a period not to exceed sixty (60) regular work days. The employee and CSEA will be notified of the additional hours and the approximate starting and ending dates within ten (10) workdays after the assignment begins. If the additional hours continue after the sixty (60) day limit, the employee's regular assignment will be adjusted upward to reflect the longer hours.
2. The District will adjust its pro rata contribution toward the negotiated health and welfare package for employees working more than their regular part-time assignment, excluding overtime and pursuant to Article 10.
3. For any employee assigned as described in D2, above, for an average of thirty (30) minutes or more per day for twenty (20) consecutive workdays or more, the District will provide a pro rata adjustment for statutory benefits described in Education Code Section 45136, as well as the adjustment to the health and welfare benefits package, pursuant to Article 10.

E. Rest Periods

1. Continuous Periods of Work

- a) A "shift" is defined as a continuous period of work of no more than 4.0 hours.
- b) A bargaining unit member who is scheduled for a shift of 3 hours and 30 minutes or more of continuous work shall receive one fifteen (15) minute rest period.
- c) A bargaining unit member who is scheduled for a second shift of work on the same day, provided it is not a "split shift" (see B.1. below), shall receive a second rest period of fifteen (15) minutes if the second shift is 3.50 or more hours; or

2. Split Shifts

- a) A bargaining unit member has been scheduled for a "split shift" when he/she is scheduled for two (2) periods of work on the same day, and his/her assigned periods of work are separated by more than one (1) hour of non-duty, non-work time (including the meal break set forth in Article 6.C.). To qualify as a "split shift," the bargaining unit member must be totally released from duty during the period of non-duty/non-work.
- b) A bargaining unit member who has been scheduled by the District to work a split shift shall receive a fifteen (15) minute rest period for each component of his/her "split shift" that is 3.50 or more continuous hours and up to 4.0 continuous hours in length. If either component of an employee's split shift is less than 3.50 hours, he/she will not be entitled to a rest break for that component.

3. General Provisions

- a) All rest periods shall be taken at the time/location designated by the supervisor.
- b) Rest periods are compensated time and shall be paid to a bargaining unit member at his or her regular rate of pay.
- c) Insofar as practicable, the rest period shall be scheduled at or near the mid-point of each shift.

F. Overtime

All overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of the employee. Overtime is defined to include any time worked in excess of eight (8) hours on any one shift, or in excess of forty (40) hours in any calendar week.

1. All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work providing the employee has worked more than four (4) hours per day. All hours at the overtime rate will be paid on the seventh (7th) day for employees working less than four (4) hours. If an employee works on a holiday designated by this Agreement, he/she shall be paid compensation at the rate of time and

onehalf of the regular rate of pay in addition to the regular pay received for the holiday (i.e., 2.5 times the regular pay).

2. Overtime shall be rotated by site/classification/job assignment among employees on a strict rotation basis during each employee's regular work year. Employees shall have the right to reject any offer of overtime, providing it is not an emergency situation. Rejected overtime will rotate the employee to the bottom of the list.
3. Should all employees in the rotation reject the overtime, the initial employee offered the overtime shall be assigned the overtime.
4. The District will create a District-wide Custodian overtime list. Should all Custodians assigned to a site reject an offer of overtime under Section F(2) of this article, the overtime shall be offered to Custodians on the District-wide list on a strict rotation basis.

Should all Custodians on the District-wide list reject the overtime, the initial Custodian assigned to the site offered the overtime shall be assigned the overtime.

Rejected overtime at a site other than a Custodian's assigned site will rotate the employee to the bottom of the District-wide Custodian overtime list. This shall not affect the employee's position on the overtime list at the employee's assigned site.

5. Overtime hours worked in excess of twelve (12) hours on any one shift shall be paid at double the rate of the regular rate of the employee.

G. Compensatory Time Off

1. The district may offer an employee in the bargaining unit the option of compensatory time off in lieu of cash compensation for overtime work.
2. Such election shall be mutually agreed upon by the employee and the immediate supervisor prior to the time the overtime is to be worked.
3. If the District can only grant compensatory time off because of lack of money and the employee does not wish compensatory time off, it will be the same as rejecting overtime.
4. Compensatory time off shall be granted at the appropriate rate of overtime.

5. Compensatory time not taken by the end of a twelve (12) month period following the time the overtime is earned will be paid for in cash.
6. Only 240 hours of compensatory time off may be accumulated by an individual employee in accordance with the Fair Labor Standards Act. Whenever feasible, employees will be encouraged to use compensatory time within the fiscal year in which it was earned.

H. Shift Differential - Compensation

1. Any employee who works six (6) or more hours of their regularly scheduled work shift between 4:00 p.m. and 12:00 midnight shall be paid a shift differential of five percent (5%) above the regular rate of pay for all hours worked.
2. Any employee who works six (6) or more hours of their regularly scheduled work shift between 12:00 midnight and 7:00 a.m. shall be paid a shift differential of ten percent (10%) above the regular rate of pay for all hours worked. If an employee whose regular assignment includes a shift differential, works on a Saturday or Sunday as a part of their regular assignment, they will receive the differential pay for the hours worked on that Saturday or Sunday regardless of when those hours are worked.
3. A “regularly scheduled work shift” are those regularly assigned work hours established by the site administrator or designee.

I. Minimum Call-In Time

Any employee called back to work either before or after normal working hours or on a day not worked shall receive not less than three (3) hours of pay at the applicable rate, irrespective of the actual time worked.

ARTICLE 7
SALARY

A. Salary

1. Classified employees must be compensated at no less than their regular rate of pay for all assigned time that is spent on duty. The District shall pay classified employees at least once during each calendar month no later than the last workday of the month, or, in the discretion of the District, at more frequent intervals.
 - a) All employees have the option to receive twelve (12) equal paychecks. This option must be made in writing prior to August 1, to be implemented the following fiscal year. Once this option is utilized, the decision will remain in force for the entire fiscal year. If the employee wishes to change, then the employee must notify the district, in writing, prior to August 1, and that change will be implemented for the following fiscal year.
 - b) This provision applies only to an employee's regular pay and not to supplemental/time sheet compensation.
 - c) The following provision describes the procedures used when an employee is over or underpaid.
 - d) Whenever it is determined that an underpayment error has been made in the calculation or reporting in any bargaining unit employee payroll or in the payment of any such employee's salary, the District shall, within five (5) work days following such determination, provide the employee with a statement of the correction and a supplemental payment reflecting the correction.
 - e) In the event of an overpayment to an employee, the District and employee will meet and establish a repayment schedule.
 - f) Within two (2) weeks after an employee's initial employment or a change in job class, the District shall provide the employee with a status document indicating salary, job title, salary range and step, job site, minimum hours per day, months per year and salary payment schedule.
 - g) Unless extraordinary conditions prevent these procedures from being carried out, payroll shall be distributed on the last working day of the

month. Checks are sent to the site or electronically deposited. The supplemental payroll is distributed on the tenth (10th) of the following month. Checks are sent to the site for regular employees.

- h) A classified employee who elects to work in a higher or lower summer school classification will be paid at the salary rate for that classification. If a classified employee's regular assignment during the regular school year is in the same classification as the summer work, the employee will receive, on a pro-rata basis, not less than the compensation and benefits which are applicable to that classification during the regular school year.
- i) The district will maintain a 10% differential between the established lead classifications and associated non-lead classifications, such as: Lead Custodian & Custodian; Lead Warehouse Person & Delivery/Warehouse Worker; Lead Equipment Mechanic & Equipment Mechanic; and Lead Microcomputer Technician & Microcomputer Technician. This 10% differential will occur for employees that become a lead from the associated non-lead classification.

B. Probationary Period

1. A probationary employee is one who has worked less than six (6) months in a specific job classification.
2. An employee who has served at least six (6) months in the District's service and who is subsequently hired into a regular position will, at the time of such hiring, be given three (3) months credit for probationary service under the following conditions:
 - a) The employee worked as a long-term substitute employee in the same job classification for six (6) months (consecutive work days) immediately preceding being hired in probationary status.
 - b) The employees prior service was, in the judgment of District management, satisfactory.

It is the intent of the above to only allow a shortening of the probationary period under the above-described circumstances.

3. The granting of credit for such prior service shall not affect the level of pay during the prior service, nor will the granting of such credit change the District practice that health and welfare benefits and other regular employee benefits are not accrued during such prior service.
4. If an employee received probation period credit as described above and:
 - a) Before the probationary period expires the supervisor determines that the employee's service is less than fully satisfactory.
 - b) The supervisor may, after consultation with the Assistant Superintendent-Human Resources, extend the probationary period, for up to the length of credit given for work prior to being hired in the regular position.

C. Leaves of Absence

Time spent on leave of absence shall not apply towards completion of probationary period or salary placement.

D. Employee Placement and Progression

1. Any employee that is under Step 5, who has been selected for another position resulting in a change of classification or as the result of competing with outside applicants may be placed on the salary schedule based on year for year credit for prior work experience no higher than Step 13. The Assistant Superintendent-Human Resources shall make the determination of the appropriate salary schedule placement for each new employee, no higher than Step 13. It shall be the responsibility of the new employee to provide the verification of prior relevant experience to justify the salary placement. If no qualified employee is available at Step 13, the Superintendent, with notification to CSEA, may place an employee on a higher step on the salary schedule based on prior work experience and qualifications.
2. Advancement to the next higher step for each employee is contingent upon an overall satisfactory rating and is effective each anniversary date. No employee will be denied a step advancement unless the employee has been counseled and notified of his or her inadequate performance at least thirty (30) days prior to the issuance of the annual evaluation, unless the exception is based upon good cause. If, after receiving an overall unsatisfactory rating, the employee is denied a step advancement, the employee will be notified in writing of such action.

The employee shall not be advanced to the next step until the overall unsatisfactory rating is corrected at the next evaluation called for by either the supervisor or the employee. If the overall unsatisfactory rating is corrected in the evaluation, the employee shall be re-instated at the nearest July 1 anniversary date following the subsequent evaluation, to the salary step that he or she would have attained through normal progression. There shall be no retroactive pay.

3. New employees hired between July 1 and December 31 will have an anniversary date of July 1 of the following year; new employees hired between January 1 and June 30 will move to July 1 of the following year. "Anniversary date," as used herein, means the date on which the employee normally would be advanced to the next step on the salary schedule.
4. Effective July 1, 2021, new bargaining unit members shall have their initial placement on the Salary Schedule determined by the table below.

In the instance a bargaining unit member hired before the date of ratification would have received a higher initial placement than the step placement received at date of hire, that employee shall have their step placement on the Salary Schedule adjusted accordingly, retroactive to July 1, 2021.

<u>Years of Experience</u>	<u>Salary Placement</u>
1-4 years	Year for year
5-7 years	Step 5, 6, 7
8-10 years	Step 8, 9, 10
11-13 years	Step 11, 12, 13

E. Travel

Any employee whose work assignment is out of the District shall be compensated for meals and lodging upon prior approval of the immediate supervisor, according to District rules and regulations.

F. Step Increases

Step increases shall be built into the classified compensation schedule at Steps 2, 3, 4, 5, 8, 11, 14, 17 and 20. These are granted to all permanent employees. If an employee moves to a different range, the employee will:

1. move in accordance with Paragraph F4 of Article 15, Transfers and Promotions
- AND
2. follow the above step increase procedures

G. District Service Incentive

Upon the completion of 20 years of service with the District, an employee shall receive a 5% increase to the employee's applicable rate of pay including shift differential.

The increase in pay will become effective on the first day of the month following the completion of 20 years of continuous years of service with the District.

H. Professional Growth

Eleven thousand (\$11,000) will be set aside for employees' professional growth, on July 1, of each year.

Funds are to be used by classified employees represented by this agreement.

If Professional Growth funds are not exhausted within the current school year, the District and CSEA will meet to discuss applying unused funds to the following school year to be used for additional Professional Growth opportunities.

All requests for Professional Growth funding shall be submitted in writing to the employee's immediate supervisor for prior approval. Within five (5) workdays of receiving the request, the supervisor shall approve or disapprove the request and forward it to the Assistant Superintendent of Human Resources. Within five (5) days of receiving the request, the Assistant Superintendent of Human Resources shall approve or disapprove the request and forward it to the employee.

An employee whose Professional Growth request has been denied, may appeal to a committee consisting of two (2) members selected by CSEA and two (2) members selected by the District. Requests for appeal shall be submitted, in writing, within ten (10) workdays after receipt of denial. The committee shall make a final determination and notify the employee, in writing, within ten (10) workdays after receipt of appeal. If the committee is deadlocked on a decision, the Superintendent or their designee shall make a final decision within five (5) workdays following the committee's decision.

A report including approvals, denials and all allocated funds, shall be provided to the Association, upon request.

I. Salary Schedule

The 2022-2023 salary schedule shall reflect a 7.77% increase to the 2021-2022 salary schedule.

J. Reclassification Issues

(See Classified Employee Classification Review Request Form)

**EL DORADO UNION HIGH SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE 2022-2023**

Range	Job Title	Step 1	Step 2	Step 3	Step 4	Steps 5, 6, 7	Steps 8, 9, 10	Steps 11, 12, 13	Steps 14, 15, 16	Steps 17, 18, 19	Step 20
3		\$16.24	\$17.09	\$17.91	\$18.80	\$19.73	\$21.23	\$ 22.30	\$ 23.42	\$ 24.55	\$25.28
4		\$16.70	\$17.52	\$18.35	\$19.28	\$20.25	\$21.80	\$ 22.85	\$ 23.98	\$ 25.19	\$25.94
5	Food Service Worker I	\$17.10	\$17.91	\$18.81	\$19.74	\$20.78	\$22.30	\$ 23.43	\$ 24.56	\$ 25.79	\$26.59
6		\$17.52	\$18.40	\$19.29	\$20.26	\$21.27	\$22.85	\$ 23.98	\$ 25.21	\$ 26.44	\$27.26
7	Food Service Worker II	\$17.94	\$18.82	\$19.80	\$20.51	\$21.82	\$23.43	\$ 24.59	\$ 25.83	\$ 27.13	\$27.96
8	Paraprofessional Assistant; Clerical Assistant; Library Assistant	\$18.41	\$19.30	\$20.27	\$21.31	\$22.37	\$23.99	\$ 25.22	\$ 26.45	\$ 27.82	\$28.66
9	Campus Monitor	\$18.83	\$19.81	\$20.82	\$21.83	\$22.93	\$24.60	\$ 25.83	\$ 27.15	\$ 28.51	\$29.36
10	Paraprofessional Technician I; Custodian; Library Technician	\$19.30	\$20.27	\$21.31	\$22.37	\$23.50	\$25.22	\$ 26.45	\$ 27.82	\$ 29.18	\$30.07
11	Career Guidance Technician, Secretary I; Paraprofessional Technician II; Paraprofessional Program Assistant; Utility Person	\$19.81	\$20.82	\$21.86	\$22.93	\$24.07	\$25.83	\$ 27.15	\$ 28.51	\$ 29.92	\$30.81
12	Paraprofessional Specialist; Accounting Assistant; Grounds Maintenance Worker	\$20.28	\$21.32	\$22.37	\$23.50	\$24.70	\$26.46	\$ 27.82	\$ 29.21	\$ 30.64	\$31.58
13	Athletic Maintenance Worker, Delivery/Warehouse Worker, Transition Specialist (Workability)	\$20.82	\$21.88	\$22.93	\$24.08	\$25.29	\$27.16	\$ 28.53	\$ 29.93	\$ 31.46	\$32.43
14	Lead Custodian	\$21.25	\$22.31	\$23.45	\$24.58	\$25.84	\$27.72	\$ 29.10	\$ 30.59	\$ 32.10	\$33.10
15	Career Guidance Specialist; Grounds Equipment Operator; General Maintenance Worker; Secretary II; Attendance Clerk; Registrar; Library/Media Specialist; Workplace Learning Coordinator, School Health Technician, Maintenance Custodian	\$21.32	\$22.39	\$23.52	\$24.72	\$25.90	\$27.83	\$ 29.23	\$ 30.66	\$ 32.20	\$33.18
16	Business Services Assistant	\$21.88	\$22.94	\$24.09	\$25.32	\$26.57	\$28.54	\$ 29.96	\$ 31.47	\$ 33.03	\$34.03
17	Microcomputer Technician Assistant, Bus Driver	\$22.39	\$23.54	\$24.73	\$25.93	\$27.24	\$29.24	\$ 30.69	\$ 32.22	\$ 33.87	\$34.91
18	Secretary III; Accounting Specialist; Personnel Technician	\$22.96	\$24.10	\$25.34	\$26.58	\$27.90	\$29.97	\$ 31.50	\$ 33.05	\$ 34.70	\$35.78
19		\$23.55	\$24.74	\$25.96	\$27.27	\$28.62	\$30.75	\$ 32.24	\$ 33.93	\$ 35.57	\$36.65
20	Program Operations Technician; Payroll Specialist	\$24.14	\$25.36	\$26.60	\$27.92	\$29.31	\$31.51	\$ 33.09	\$ 34.76	\$ 36.48	\$37.59
21	Lead Warehouse Person	\$24.61	\$25.90	\$27.21	\$28.54	\$29.96	\$32.16	\$ 33.79	\$ 35.47	\$ 37.27	\$38.39
22	Transportation Specialist/Dispatcher	\$24.75	\$25.96	\$27.28	\$28.65	\$30.08	\$32.32	\$ 33.94	\$ 35.63	\$ 37.39	\$38.53
23	Reader; General Maintenance Technician	\$25.38	\$26.60	\$27.96	\$29.35	\$30.83	\$33.11	\$ 34.76	\$ 36.50	\$ 38.32	\$39.47
24	HVAC Mechanic	\$25.97	\$27.28	\$28.65	\$30.10	\$31.62	\$33.95	\$ 35.65	\$ 37.39	\$ 39.25	\$40.42
25	Administrative Assistant (Non-conf); Fiscal Technician (Non-conf), Equipment Mechanic	\$26.93	\$28.29	\$29.67	\$31.19	\$32.75	\$35.17	\$ 36.92	\$ 38.79	\$ 40.72	\$41.95
26	Lead Equipment Mechanic	\$29.63	\$31.91	\$33.48	\$35.19	\$36.97	\$39.67	\$ 41.66	\$ 43.73	\$ 45.89	\$47.28
27	Facilities Planner; Microcomputer Technician	\$30.12	\$34.64	\$39.11	\$43.57	\$48.09	\$51.61	\$ 54.20	\$ 56.88	\$ 59.69	\$61.48
28	Lead Microcomputer Technician	\$33.13	\$38.11	\$43.02	\$47.97	\$52.92	\$56.76	\$ 59.61	\$ 62.55	\$ 65.65	\$67.65

District Service Incentive: Upon the completion of 20 years of service with the District, an employee shall receive a 5% increase to the employee's applicable rate of pay including shift differential.

Board Approved: 11/15/2022

ARTICLE 8
EMPLOYEE WORKING CONDITIONS

A. Definitions

1. Call Time: The time an employee is scheduled to report for duty.
2. Extra Work: Any work which can be done under special circumstances such as weather or stand-by while the employee is not doing his/her regular job.
3. Closure of School: Any time a school is closed for the entire school day.
4. Delayed Start: Any time a school adjusts its instructional schedule to begin at a later time.
5. Early Dismissal: Any time a school adjusts its instructional schedule to release students prior to the end of the normal scheduled day.

B. Temporary Vacancies

1. If a position becomes temporarily available due to the absence of the employee regularly assigned to the position, other employees in the same classification will be given an opportunity to select that assignment until the regular employee returns to the position or the position becomes permanently vacant.
2. The posting (in-house) for the temporary vacancy position will be made within five (5) days of the District receiving notice of the employee's possible absence of twenty (20) days or more.
3. To be eligible for the temporary transfer, the assignment must:
 - a) Provide an increase of time for a part-time employee, or grant an employee's transfer request currently on file; and
 - b) Have the approval of the site administrator where the vacancy has occurred.
4. No employee will accumulate more than eight (8) hours per day as a result of this transfer.

5. The position of the employee who is temporarily transferred may be filled by the above-stated process or may be filled with a substitute.
6. When the absent employee returns or the position becomes vacant, both/all employees will return to their original positions.

C. Reporting for Duty - Adverse Weather Conditions

1. In the event weather conditions or other emergency conditions cause the closure of a school:
 - a) Employees will not be expected to be at work unless contacted and required to report for duty by their immediate supervisor or designee.
 - b) If the day is not rescheduled (waived by the State)
 - (1) Employees who did not report for duty:
 - (i) will not be required to make up the time.
 - (ii) will not be charged a personal necessity day.
 - (2) Employees who did report for duty:
 - (i) will be given an additional day of vacation or straight time compensatory time for each day worked.
 - c) If the day is rescheduled:
 - (1) Employees who did not report for duty:
 - (i) 9-month employees will make up the day(s) when it is rescheduled for students.
 - (ii) 10-, 11-, and 12-month employees will make up the day when designated by the District or by using one of the following options:
 - (a) use vacation time

(b) be charged a personal necessity day

(c) use compensatory time.

(2) Employees who did report for duty as required:

(i) will not be required to make up the day.

(ii) will not be charged a personal necessity day.

D. Requirements for Continuing Employment

Where the requirements listed below exist for continuing employment, the District will pay the following:

1. Physical examination-If an employee's medical insurance coverage does not pay all of the cost of a required physical examination necessary to maintain a commercial driver's license required for continued employment in the District, the District will reimburse the District employee for the non-covered cost. Documentation may be required by the District.
2. Special fee required to maintain any license issued by the California Highway Patrol.
3. District will pay for the DMV administered Class A and Class B license fee above the Class C portion.
4. Renewal training of employees for school bus driver certificate.
5. District will pay for the pesticide applicator certificate.
6. District required inoculations, first aid certificate, and CPR certification.

E. Monitoring Devices

1. Monitor devices (e.g., cameras, GPS) are to be used for deterring misconduct of students and promotion of the District's conduct rules and not intended for use in disciplinary or evaluating work performance of bargaining unit members.

ARTICLE 9
TRANSPORTATION WORKING CONDITIONS

A. Coverage

The provisions of this Article apply only to unit members employed in the Transportation Department. Provisions in the remainder of the contract also apply to such employees unless the work condition is expressly covered herein.

B. Standby Time

1. Standby time shall be that time a driver is not required to drive during a special trip or a field trip and is asked to be available.
2. Standby time shall be that time a driver of a route servicing two schools is acknowledged by the Director of Transportation, or his/her designee, to standby awaiting clearance for the second run.

C. Overtime and Special Trips

1. Special trips shall be listed in five categories (workdays, weekends & holidays, snow trips, overnight, and drop/pickup only). Special trips shall be rotated during the school year among trained employees on a strict rotation basis, based upon training and experience in the District as determined by the employee's immediate supervisor. The overnight trips will be assigned based on a continuous year to year rotation basis. Employees shall have the right to reject any offer of a special trip or overtime, providing it is not an emergency situation. A rejection of a special trip or overtime will rotate the employee to the bottom of the list, provided the employee has been given a minimum of forty-eight (48) hours advance notice. Should all employees in the rotation reject the overtime, the overtime will be offered in accordance with the established procedure. If the trip is still not covered, or when services cannot be performed by the available qualified employees (regular, probationary, substitute drivers and mechanics), the trip shall then be contracted out to an approved School Pupil Activity Bus (SPAB) carrier and the Association shall be informed. (Regular school year is from the first day of classes in the traditional schools through Saturday of the last week of school.)
2. Special trips that are scheduled during the summer (the Sunday following the last week of traditional school year through the day before the first day of the traditional school year) will be rotated in workday and non-workday categories on a strict

rotation basis among employees who have indicated, in writing, that they desire summer work, based upon training and experience in the District as determined by the employee's immediate supervisor. Any driver signing up for summer work that refuses three consecutive offers of work will be removed from the summer rotation list.

3. For the purpose of this Section, workday means any day when the central administrative office of the El Dorado Union High School District is open.
4. Drivers shall not exchange routes and/or assignments.
5. Any field trip that is in duration of an hour or less may be assigned as extra work if it coincides with an existing route. This will be offered on a seniority basis and will not count as a field trip where the rotation list is concerned.
6. Drivers may NOT drive on any field trip or special trip until they have satisfactorily completed a driver training course for special trips.

D. Minimum Call-In Time Extracurricular Trips

In addition to the minimum call-in time established in Article 6, Section I of this Agreement, a driver assigned to extracurricular trips will be given as much advance notice as is possible.

E. Vehicle Assignments

1. Vehicles are assigned to runs whereas the routes are assigned to the employees.
2. Daily routes and utility person assignments shall be assigned to employees on the basis of bidding process, length of service, driving skills, in-service training on hazardous routes, in-service training on transporting students with special needs, and field trips. If all of the above factors are equal, the length of service shall be the determining factor.

a) Training

In-service training on transporting students with special needs shall be held within five (5) workdays of the start of school.

- b.) Drivers will be given a minimum of 10 workdays notice for any training conducted.

3. Bidding

- a) Bidding of routes will be held at an appointed time and will be open to all drivers desiring to participate.
- b) Bidding shall take place during the fourth or fifth week of the new school year.

Notice for all bid meetings shall be posted in the Driver's Break Room at least one (1) week prior to the meeting date.

- c) Drivers are required to attend a back to school meeting. This meeting will not be more than five (5) workdays before the start of school. The district will send a notice at least ten (10) workdays in advance of the time and date of that back to school meeting to the employee's last known address. For the purpose of this Section, workday means any day when the central administration office of the El Dorado Union High School District is open.
- d) If a driver fails to participate in the bidding process, he/she shall be assigned at the discretion of his/her supervisor.
- e) If at any time during the school year, after the fifth week of the school year, a route increases by one-half (1/2) hour or more that route shall be posted for possible reassignment.

4. Summer Bidding

- a) Bidding for summer home-to-school transportation will be in May or before.
- b) All summer employment positions will be bid, based on the summer time rotation list.
- c) If, within the first five (5) days of the semester, a route changes by one-half (1/2) hour or more, or new routes are created, those routes will be re-bid among summer school drivers.

- d) If new summer work is created (overflow, contingency hours, etc.) that cannot be filled by regular summer school drivers, that work shall be offered in increments to district drivers who have signed up as summer substitutes.
- e) Any driver signing up for summer work that refuses three consecutive offers of work will be removed from the summer rotation list.

F. Temporary Vacancies

- 1. When a driver is going to be absent more than ten (10) working days, the assignment will be posted for two (2) working days. Drivers in the same classification will have a chance to transfer to the temporary assignment. No driver will accumulate more than eight (8) hours per day as a result of this transfer. When the absent driver returns, all drivers will return to their original assignments.

G. Driver Compensation

- 1. Drivers who must chain up on snow days will receive one (1) hour additional pay for each day they chain up.
- 2. Each driver must complete a pre-trip inspection of each different bus they drive during the day prior to transporting students. On a per-bus basis, drivers will receive compensation of thirty (30) minutes for pre-trip bus check and fifteen (15) minutes for bus cleanup. The forty-five (45) minutes noted above for pre-trip and cleanup are built into each driver's contracted route time.

Van drivers will complete a pre-trip inspection each day prior to transporting students. On a per van basis, drivers will receive compensation of fifteen (15) minutes for pre-trip and cleanup and an additional fifteen (15) minutes for fueling. The total thirty (30) minutes noted above for pre-trip and fueling are built into each driver's contracted route time.

- 3. When the Transportation Department is closed, drivers will be paid for fifteen (15) minutes to unlock and secure the facility.
- 4. Drivers on special trips, including but not limited to athletic events, field trips, and curricular trips who are required to remain on standby, will be paid at the applicable rate of pay for the standby period.

5. When a driver is on an overnight trip, the District will pay a minimum of eight (8) hours at the applicable rate during a school or non-school day (i.e., Saturday, Sunday or holiday). If a driver is assigned an overnight trip on a regularly scheduled workday, the driver's accumulated hours (route hours and trip hours) for the day the trip commences will be a minimum of his or her base hours at the current rate.
6. Trip drivers may be taken off their regular route assignment to take a special trip. In such cases drivers will be paid for their trip time pursuant to the provision of the agreement and not their missed route time. This is applicable to the assignment missed after an eight (8) hour rest period.
7. Driver Base Hours: Any driver who works an average of fifteen (15) minutes or more per day in excess of the driver's regular part-time assignment for a period of twenty (20) consecutive student school days or more shall have the regular assignment adjusted upward to reflect the longer hours.

Using the Driver Base Hours Adjustment form (Form #4151), drivers must notify supervisor by the 10th consecutive day of the additional route time.

H. Personal Property - Reimbursement

When a transportation employee, as a condition of employment, is required to furnish tools or equipment in the carrying out of the employment, said employee will be reimbursed up to one thousand dollars (\$1,000) per year, upon submission of receipts.

I. Field Trips

All District funded field trips within a radius of 300 miles of Placerville will be performed by District employees when services can be performed by available qualified school district drivers. All other trips may be contracted out. The District reserves the right to follow past practices relating to the assignments of personnel or the contracting out of services except to the extent specifically waived in this agreement. The District and the CSEA, individually and jointly, do not waive any rights with respect to contracting out.

1. The Transportation Department will be offered a chance to bid on all field trips.
2. Drivers are entitled to rest periods as outlined in Article 6, Duty Hours, E. Rest Periods.

3. Any time there is a school related trip and transportation is being provided by the District, and more than 18 students are being transported, the trip will use a school bus.

In addition, a school bus shall be used to transport students to a school sponsored event when the following criteria are met:

4. More than one team is going to the event, and
5. The time of participation for each team is reasonably coinciding, and
6. The total number of students of the combined teams is more than 18 students.
7. The school district agrees to follow Federal and State of California regulations with respect to the purchase and use of vans used to transport students.

The following restrictions apply to drivers of vans:

- a) Drivers must be employees of the district.
- b) Drivers shall have clear background checks.
8. Drivers shall be placed on the district's DMV pull notice program.
9. No less than once per month, a report shall be delivered from each school to the transportation department, providing the following information:
 - (i) Dates and times vans have been used to transport students.
 - (ii) Name of the driver.
 - (iii) Number of students transported.
 - (iv) Location of the event and mileage to event.

J. Use of Vans

1. A memo will be sent to each site principal once at the beginning of each school year and if a change in principalship occurs, in regards to the agreement of how

the site vans are to be used and directs them to ensure that this agreement is strictly adhered to.

2. The sites will be provided a common logging document that they are to use for documenting each and every use of their site van(s). This log is to be sent to the transportation department on a monthly basis as indicated on the existing memorandum of understanding.
3. If the log is not sent by the school, the log is not completed correctly, or it is discovered that a van was not used as per agreement, the van(s) shall be moved from the site to the transportation area for checkout by the school site for a one month time period after first offense. If a school site does not strictly follow the agreement for a second time, the van(s) shall be moved to the transportation department for the remaining portion of the school year.
4. Once a year an item shall be on each of the Principals council's agenda to remind the principals at each site to follow the understanding and to deal with any possible violations of the agreement. By placing this language in the contract both parties agree that previous MOU's outlining these issues are no longer in place.

K. Salary Schedule - Bus Driver/Trainer Pay

Employees who are State certified instructors and who perform bus driver training will be compensated at ten percent (10%) above their regular classification for the actual time spent in training.

L. Travel Reimbursement For Drivers On Field Trips

1. Trip Hours/Meals Ratio

- a) Trips over four (4) hours but less than ten (10) hours: 1 meal authorized.
- b) Trips over ten (10) hours but less than fourteen (14) hours: 2 meals authorized.
- c) Trips over fourteen (14) hours but not more than twenty-four (24) hours: 3 meals authorized.
- d) No reimbursement will be given for trips of less than four (4) hours duration unless a one-half (1/2) hour break between the home-to-school run and the

special trip is not provided, and the combined home-to-school run and special trip are four (4) hours or greater.

- e) Time incurred for safety check shall be included as part of the travel workday.
- f) Reasonable mileage will be used to purchase meals.

2. Maximum Meal Limits

Meals will be compensated according to District rules and regulations.

3. Lodging

When an employee, as a result of a work assignment, must be lodged away from home overnight, he/she shall be reimbursed for suitable and economical lodging and expenses or the District will provide advance funds for anticipated expenses, whichever is agreed upon by both parties.

M. Utility Person Pay Differential

During the time a Utility Person is driving a District bus or any other District vehicle off District property requiring a commercial license, he/she shall be paid at the appropriate bus driver rate.

N. Use of Monitoring Devices in District Transportation Vehicles

1. Monitoring devices (e.g., cameras, GPS) installed on vehicles used for student transportation are for monitoring passengers on the District vehicle and promotion of passenger safety/security.
2. The Director/Supervisor of Transportation and all district drivers will obtain training in the proper utilization, operation and maintenance of the video equipment assigned to Transportation Services.
3. The recording and equipment will be maintained according to District prescribed procedures and policies.
4. The retention of recordings are to be in accordance with District policy and administrative rules.

5. The events recorded are to be used for deterring misconduct of students and promotion of the District's conduct rules and not intended for use in disciplining or evaluating work performance of bargaining unit members.

ARTICLE 10
INSURANCE PROTECTION

- A. The District shall provide employees and their dependents with medical, dental and vision benefits for the life of the contract. The District Health Benefit Contribution will be up to a maximum of \$9,686.65 per full-time equivalent employee per year for enrollment in district sponsored medical, dental, vision coverage or participation in the In-Lieu program (as outlined below).

Benefit eligible employees may enroll in district sponsored medical, dental and/or vision coverage, or they may opt for non-district providers unless required by the district's health carrier. Employees who wish to be eligible for the In-Lieu benefit must have medical, dental and vision coverage for the period the benefit is claimed and must submit acceptable proof of medical coverage to the District no later than October 15th of each year or no more than 30 days after a qualifying event.

Any benefit eligible employee who obtains coverage of medical or dental or vision from a District provider (through a spouse or domestic partner) shall not be required to provide proof of coverage; however, he/she must notify the District in writing the name of their spouse or domestic partner, in order to receive their In-Lieu benefit, by October 15th of each year or no more than 30 days after a qualifying event.

1. If an employee elects to take district sponsored medical, dental, and vision coverage and the cost of those plans are under the health benefit contribution, the employee is entitled to receive the unused earned health benefit contribution amount per full time equivalent less payroll driven costs.
2. If an employee who has opted to obtain medical coverage from non-district providers, in whole or in part (medical, dental and/or vision), and has provided adequate proof of medical coverage, he/she is entitled to receive the unused earned health benefit contribution per full time equivalent less payroll driven costs.
3. All In-Lieu payments will be paid one-half in December and one-half in May.
4. The following may be deducted from an employee or retiree's eligible health benefit contribution or In-Lieu of benefits contribution, as applicable:
 - a) All CalPERS Public Employees Medical and Hospital Care Act (PEMHCA) Administrative fees as they relate to the employee or retiree.

- b) Health Plan premiums
- c) Dental Plan premiums
- d) Vision Plan premiums
- e) Payroll driven costs (In-Lieu only)

- B. Part-time employees' (only those working four (4) or more hours per day) benefits under this Article will be provided the same as all other employees.
- C. Part-time employees who work less than four (4) hours will not receive paid insurance benefits. They may, subject to prior carrier approval, take out insurance protection by paying the total amount.
- D. Benefits shall be based upon the number of hours worked (up to eight (8) hours per day) for all employees.
- E. Each employee may voluntarily select an alternate health insurance plan offered by the District.
- F. Subject to the conditions stated below, the District will rebate to employees any rebate received by the District from the carriers as a result of underutilized claims experience. Any such rebate shall occur in a one-time off-schedule payment with pro rata payment for part-time employees based on full-time equivalency. Any such rebate will occur when the District either (a) receives a rebate of at least twenty thousand dollars (\$20,000) from the carrier, or (b) accrues \$20,000 or more in an account containing rebates of less than \$20,000. When this account balance is less than \$20,000, the uses of the funds for the benefit of the employees will be the subject of negotiations between the District and the Classified Association.

ARTICLE 11
OTHER POST EMPLOYMENT BENEFITS

This Article will sunset on July 1, 2012, and will not be in effect for any employee hired on or after this date.

After fifteen (15) years of satisfactory service with the District and upon reaching the age of fifty (50), an employee will become eligible for early retirement insurance protection. The District will pay the level of medical, vision and dental benefits for the employee and dependents at the level all other same hours employees receive for five (5) years, unless the employee becomes eligible for Medicare. The employee will then be allowed to continue to receive medical, vision, and dental insurance benefits, provided such coverage is offered by the insurer, at his or her own expense until eligibility for Medicare.

A. Stay-Well Incentive Program For Retirees

1. Upon early or full retirement the District will pay the retiree a one-time stay-well payment, subject to the following conditions:
 - a) The employee must have worked for the district for the immediate preceding fifteen years.
 - b) The employee has accumulated 180 days of sick leave (SEE CHART).
 - c) The incentive payment will be based on substitute pay in the position the employees retires from (prorated for part-time employees) at a maximum of thirty-five hundred dollars (\$3,500), and can only be calculated on the number of sick leave days beyond 180 days. (SEE CHART)

Example: If the employee has 200 days of sick leave accumulated at the point of entering early/full retirement, the District will make a one-time payment of the sum of eighteen (18) days.

2. The payment will be prorated based on the employee's entire work history with the District.

STAY-WELL INCENTIVE SICK LEAVE CHART

EMPLOYEE	180 DAYS
8 Hours	1440 Hours
7 Hours	1260 Hours
6 Hours	1080 Hours
5 Hours	900 Hours
4 Hours	720 Hours
3 Hours	540 Hours
2 Hours	360 Hours
1 Hour	180 Hours

ARTICLE 12
HOLIDAYS

A. Holidays

The following paid holidays shall be granted to all employees who work any portion of the working day, or are on approved leave, immediately before or after the holiday:

Labor Day	Martin Luther King Day
Veteran's Day	Lincoln's Birthday
Thanksgiving Day	Washington's Birthday
Day After Thanksgiving	Memorial Day
Christmas Eve	Independence Day
Christmas Day	
New Year's Eve	
New Year's Day	

Any day proclaimed for all employees by the President of the United States, the Governor, or the Board of Trustees as a general holiday shall be observed as a holiday.

B. Holiday Falling on Saturday or Sunday

When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be this holiday in lieu of the day observed.

C. Compensation

1. Compensation for part-time employees in lieu of holidays shall be prorated according to the number of hours per day normally worked.
2. Employees of the District who are not normally assigned to duty during the winter and spring vacations shall be paid for holidays, provided they were in a paid status during any portion of the working day, on their normal assignment, immediately preceding the vacation period.
3. Employees who work less than eight (8) hours will receive prorated holiday pay when the holiday falls within their work week even if their schedule is arranged so they do not work on either side of the holiday period.

ARTICLE 13
VACATION SCHEDULING

A. General

1. The District will provide to regular classified employees an annual vacation at the regular rate of pay earned at the time the vacation is commenced.
2. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. As a general rule, therefore, vacation time may not be taken off until completion of the probationary period. In light of the grant of probationary period credit contained in Article 7, Section B, any employee granted probationary period credit for prior non-probationary service may include that time for purposes of scheduling when vacation time can be taken off. However, vacation credit does not accrue during the prior non-probationary service.
3. All vacation authorized to be accumulated shall be paid upon termination.
4. If an employee is terminated and had been granted vacation which was not yet earned at the time of termination of his/her services, the employer shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation taken.

B. Scheduling

1. Vacation time shall be requested by the employee at a time which will not interfere with the efficiency of the operation, and it shall not be changed unless, in the opinion of the immediate supervisor, an emergency exists which cannot be handled by any other employee. All requests for vacation scheduling are subject to approval by the immediate supervisor.
2. Employees who are not normally assigned to duty during the days schools are closed, winter and spring breaks, and Non-Student/Teacher Staff days, must use earned vacation days during those periods. Schedule B and Schedule C employees may take the two designated non-student days as contract vacation, or they may, with supervisor approval, work the designated non-student days and use the contract vacation days during the school year in which they were earned.
3. Employees who do not use their entire vacation allowance may carry over a maximum of one year's allowance on June 30th of each year. Less than twelve

(12) month employees will have their earned contract vacation days applied to their employment agreements and will be paid for the days, thus increasing their PERS contributions.

C. Computing

1. Each employee shall receive one (1.0) day of paid vacation per month during the first five (5) years of service. A month, in terms of vacation accrual, is defined as an employee working more than fifty percent (50%) of the working days in the month. Employees who work fifty percent (50%) or less of the working days in a month will receive prorated vacation as defined in Education Code (45197).
2. During years six (6) – ten (10) of continuous years of service each employee shall receive one and a half (1.5) days of paid vacation per month.
3. After ten (10) years of continuous service each employee shall receive one and three-quarter (1.75) days of paid vacation per month.
4. Employee's vacation will be prorated in accordance with the number of hours worked per day.

ARTICLE 14

LEAVES

A. Bereavement Leave

1. In the event of the death of a member of the immediate family, employees shall receive full pay for five (5) working days. "Immediate family," as used in this Article, means for employee and spouse or domestic partner: Mother, father (including step and foster parents), grandmother, grandfather, or a grandchild of the employee or of the spouse, son, son-in-law, foster-son, stepson, daughter, daughter-in law, foster-daughter, stepdaughter, aunt, uncle, brother, brother-in-law, sister, or sister-in-law, of the employee, or any relative living in the immediate household of the employee.

B. Court Leave

1. Subpoena Leave and Jury Duty

No salary deductions will be made for absence when:

- a) Subpoenaed to be a witness in court in a case in which employee is not an interested party.
- b) Employees who are called for jury duty shall receive their school district salary during their absence but shall assign their jury duty pay to the school district. The remittance to the district shall not include travel, meals, or parking allowances. Employees are required to return to work during any day or portion thereof in which jury duty service is not required. When jury duty pay is for time not normally within employee's working hours, the employee may keep the compensation received for jury duty.

C. Industrial Illness and Accident Leave

1. Absences and Leaves

Industrial accident and illness leave of absence will be provided employees of the District.

2. Reporting

The employee shall fill out the necessary District forms.

3. Employees who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year. This leave shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence, providing the employee has worked for the District six (6) months prior to accident or illness.
4. Payment for wages lost on any day shall not, when added to an award granted under the Worker's Compensation laws of this State, exceed the employee's full salary for the month. Employee must endorse Worker's Compensation payments to the District. Industrial accident and illness leave shall be reduced by one (1) day for each day of authorized absence, regardless of a compensation award made under Worker's Compensation. When an industrial accident or illness leave occurs at a time when the leave will overlap into the next fiscal year, the employee shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the industrial injury or accident occurred, for the same illness or injury.
5. Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave will be used. If, however, the employee continues to receive temporary disability indemnity under the Worker's Compensation laws of this State at the time of the exhaustion of benefits under this Section, the employee may elect to take as much of the employee's accumulated and available sick leave, which, when added to the Worker's Compensation award, results in a payment of not more than the employee's regular salary.
6. An employee requesting Industrial Accident and Illness Leave benefits may be required to comply with the medical verification and reporting provisions of the sick leave section of this Article.
7. Upon complying with District medical release requirements and receiving District authorization to return to work, an employee on Industrial Accident or Illness Leave will be reinstated in a position in the same class without loss of status or benefits.

D. Leave of Absence

1. General

Leave of absence not to exceed one year may be granted by the District. It is a condition of the granting of annual leave that the employee must notify the District in writing not later than three (3) months previous to returning whether or not the employee intends to return. Failure to comply with this provision to provide three (3) months notification shall be deemed a resignation from District employment, hereby accepted by the District, unless a written request to the Assistant Superintendent-Human Resources for an exception to the notification requirement has been made prior to the three (3) month notification deadline.

2. No annual leave shall be granted unless a satisfactory replacement can be obtained.

3. Salary Schedule Placement

No salary increment shall be granted for time spent on unpaid annual leave. Upon returning, an employee's salary shall be one step higher than that received during the last full year of service. Employee must have worked one-half (1/2) of school year in which leave begins before being eligible for step increase.

4. Notification

It is the responsibility of the employee on leave to notify the District if planning to return the following year.

E. Leave of Absence - Illness

1. Employees shall be entitled to one (1) day leave for illness or injury with full pay for each month worked during the school year. If the employee does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year.
2. Employees will be credited with their prorated share of sick leave at the beginning of each year; a person initially employed will be entitled to the sick leave at the rate of one (1) day per month during the probationary period.

3. Employees working less than eight (8) hours per day will be entitled to a prorated day of sick leave on the same hourly basis as the employee's workday.
4. Employees absent due to illness or injury must follow procedures established by their immediate supervisor to notify their department of intent to be absent.
5. Employees may be required to submit a medical verification after three (3) days of illness. In special cases dealing with the health and/or safety of employees or students, a supervisor may ask for medical verification at any time. In situations where the employees' supervisor(s) have noticed a pattern of absences indicating an improper or excessive use of sick leave, the District may require medical verification of the sick leave after written notice of such concern has been given to the employee and the conduct continues.
6. If an employee is on sick leave the day prior to an extra assignment, the employee will contact the administrator by twelve (12:00) noon to notify him/her whether he/she will be returning the following day. Because of the above, employees who are given less than forty-eight (48) hours notice and refuse the assignment will not lose assignment rotation.
7. In any fiscal year an employee may use his/her accrued and available sick leave, up to an amount that would be accrued during six (6) months employment at the employee's then-current rate of entitlement, to attend to an illness of a child, parent, parent-in-law or spouse/domestic partner of the employee. All conditions and restrictions applicable to the use by an employee of sick leave shall apply to the use by the employee of sick leave to attend to an illness of his/her child, parent, parent-in-law, or spouse. The entitlement described herein does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Federal Family and Medical Leave Act of 1993 (29U.S.C. 2606, et seq.), regardless of whether the employee receives sick leave compensation during that leave.

As used in this Section E.7:

- a) "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in local parentis.
- b) "Parent" means a biological, foster, or adoptive parent, a stepparent, a parent-on-law or a legal guardian.

- c) "Sick leave" means accrued increments of compensated leave provided by the District to an employee as a benefit to the employment for use by the employee during an absence from the employment for any of the following reasons:
 - (i) The employee is physically or mentally unable to perform his/her duties due to illness, injury or a medical condition of the employee.
 - (ii) The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee.
 - (iii) The absence is for the medical reasons of the employee, such as pregnancy or obtaining a physical examination.
- d) "Sick leave" does not include any benefit provided under an employee welfare benefit plan subject to the Federal Employee Retirement Income Security Act of 1974 (Public Law 93-406, as amended) and does not include any insurance benefit, workers= compensation benefit, unemployment compensation disability benefit, or benefit not payable from the District's general assets.

F. Extended Sick Leave

When an employee is absent on account of illness or accident for a period of 100 days or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the employee's salary for such absence shall not exceed fifty percent (50%) of the employee's regular salary. Entitlement to sick leave provisions under this article shall be considered "entitlement to other sick leave" for purposes of computing benefits under the provisions of Section 45192 of the Education Code. This extended leave shall be used after entitlement to all regular sick leave, vacation or other available paid leave has been exhausted.

In order to qualify for use of extended sick leave following the exhaustion of all other paid leave, the employee shall submit a doctor's statement that the employee is unable to report to work for a period of time due to an illness or injury.

G. Pregnancy Leave

The mandatory elements of Federal and State laws will be followed in regard pregnancy leave.

H. Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

I. Personal Necessity Leave

1. General

Up to seven (7) days of sick leave may be used by an employee in cases of personal emergency, including any of the following:

- a) Death or serious illness of a member of the employee's immediate family ("immediate family" as defined in Paragraph A1, of this Article).
- b) Accident involving employee's person or property, or the person or property of a member of the employee's immediate family.
- c) Appearance in court as a litigant; or as a witness. Any leave for this purpose must have prior permission from the District.
- d) Inability to get to assigned place of duty because of circumstances beyond employee's control.
- e) Up to forty (40) hours per school year may be used for the purpose of participating in the school activities of the employee's children, or their grandchildren if the grandparents have custody. Such time is limited to eight (8) hours per calendar month of the school year.
- f) Other eventualities which cannot be scheduled at any other time dealing with personal family commitments or personal business (not commercial business), at the discretion of the employee's immediate supervisor.

2. Days of personal necessity leave may be taken without enumerating reasons as outlined in H1 a-e. However, such time shall not be used to extend a holiday or vacation, for recreation, engaging in or seeking other employment, concerted activities (for example, strike) or any illegal action. The employee may be required to verify to the Human Resources Office that such leave was not used for any of the prohibited reasons described above.

3. Except in cases of emergency, the employee shall notify the supervisor at least three (3) days in advance of his/her intended use of personal necessity leave. In cases of emergency, as much advance notice as is possible will be given.

J. Catastrophic Leave

1. The District may initiate a catastrophic leave program at any time, upon the following conditions:
 - a) Upon ratification, the Human Resources Office shall determine whether an employee or immediate family member as defined in Section E.8 is expected to be incapacitated for an extended period of time due to illness or injury and whether such time off will create a financial hardship on the employee because he/she has exhausted all of his/her sick leave and other paid time off.
 - b) If a determination is made under (a), above, that catastrophic leave is justified, the Human Resources Office, in cooperation with the Association President, shall solicit donations of sick leave credit from employees at such intervals and in such amounts as the Human Resources Office determines are appropriate under the circumstances. The identity of the donors and the donee shall be kept confidential.
 - c) Upon the cessation of need for such donated sick leave, the unused sick leave shall be banked for future use. The donor may not revoke the donation.
 - d) The methods of administration of this leave program shall be within the exclusive discretion of the District.
 - e) The maximum amount of donated leave that any employee may use during a school year is thirty (30) days.

K. Family and Medical Leave Act

The District shall provide unpaid Family and Medical Leave as required by federal and state law.

L. Parental Leave Act

The District shall provide Parental Leave as required by federal and state law.

ARTICLE 15
TRANSFERS AND PROMOTIONS

A. Definitions

1. Transfers

A transfer is the movement of an employee between locations (sites) or a change in shift assignments which does not involve a change in classification. Site is a location where the employee is normally assigned and performs duties or the location from which duties are performed throughout the District.

2. Promotions

A promotion is the movement of an employee to a job classification with a higher maximum rate of pay.

B. Initial Assignments

All initial assignments or placements of employees to work positions or locations are within the discretion of the District.

C. Administrative Transfers

1. Transfer of employees on a temporary or permanent basis may be initiated by the District at any time such transfer is in the best interest of the District. An employee affected by such transfer shall be given written notice as soon as administratively practicable, but no less than ten (10) working days in advance of the transfer. The transferred employee will be given one day of on site preparation time for the transfer. A conference will be held between the management person initiating the transfer and the employee to discuss the reasons for the transfer (and an Association representative, if requested by the employee).
2. The notice of transfer shall include the reason(s) for the transfer and a statement that the employee may appeal to the Assistant Superintendent-Human Resources or, if the Assistant Superintendent is the person initiating the transfer, to the Superintendent. The notice shall also state the time within which an appeal must be filed.

3. To appeal, the employee must file a written request to the Assistant Superintendent-Human Resources within five (5) work days after the employee receives the notice of administrative transfer.
4. If an appeal is filed, the Assistant Superintendent–Human Resources (or Superintendent, if appropriate) shall meet with the employee and the management person initiating the transfer and shall determine whether or not the transfer is appropriate. The decision on appeal shall be final.
5. Within ten (10) work days of receiving the notice of transfer, the employee may file a written response to the notice of transfer. The response shall be attached to the notice and returned in the personnel file.
6. Involuntary transfers will not be punitive or disciplinary in nature. An administrative transfer shall not change the employee’s salary rate, anniversary date; accumulated illness leave and vacation credits or in any manner reflects adversely upon his/her rights as provided by law and the Agreement.

D. Voluntary Transfer Request (Same Classification)

1. When a new position is created within the unit or an existing position becomes vacant, the District shall offer the opportunity to apply for transfer to permanent bargaining unit employees in the same classification.
2. A permanent employee may apply for a transfer to the position by filing a written notice (standing request for transfer) with the Human Resources Office. Such requests will be valid for a six (6) month period from the date of request. The employee or employees who have a standing request for transfer on file, will be offered an opportunity to interview (with a panel of at least 2 members) for the vacancy prior to the vacancy being posted. If a standing request for same classification transfer is not received by Human Resources prior to posting of the vacancy, the interested employee may still apply; however, they will be interviewed among all eligible candidates.

If the hiring administrator recommends the transfer, Human Resources will be notified. If the hiring administrator determines that the in-house transfer applicant(s) is not selected to fill the position, they will advise Human Resources of the reasons. The in-house transfer applicant(s) will be notified and the recruitment will resume.

If two or more transfer applicants are deemed “equally qualified,” the position shall be offered in seniority order based on date of hire.

3. A transfer applicant whose transfer is not granted may upon request, have a meeting with the Assistant Superintendent-Human Resources for the sole purpose of discussing his/her non-selection.
4. If all hiring factors are equal, between a transfer applicant and an outside applicant, the District shall first offer the position to the transfer applicant. In the event an administrator/supervisor is recommending to hire an outside candidate for a vacant position, the administrator/supervisor shall define this decision and gain concurrence with Human Resources administration prior to the person being forwarded to the Board for approval. The definition must clearly state reasons for why the outside candidate is in fact better qualified. At the request of the affected employee, the Assistant Superintendent – Human Resources will meet with the affected employee to provide more information as to the reasons for the hiring decision.

E. Medical Transfer

The District shall offer alternate work, if available, to an employee who has become medically unable to perform the regular job duties. The alternate work may constitute promotion, demotion, or transfer to a related classification.

F. Promotion

1. The District may make temporary promotions without posting only in urgent situations while the position is being advertised and filled.
2. When a new position is created or an existing position becomes vacant, the District shall offer the opportunity to apply for the position among all qualified applicants seeking a promotional opportunity.
3. While the District may hire any qualified applicant, current employees who are deemed fully qualified for the promotional opportunity shall be granted an interview.
4. An employee who is promoted to a higher classification shall be placed at the step in the higher classification representing a higher amount of money but in no event will he or she receive less than a five percent (5%) increase. The District reserves

the right to place the employee at a higher step than the minimum requires, based on its determination of the employee's qualifications. When determining step placement for an employee promoted from a classification in which he or she received a Shift Differential, the employee shall be placed at the step in the higher classification representing no less than a five percent (5%) increase of their total compensation (including the Shift Differential).

G. Posting of Vacant Positions

1. If the District determines that a vacant position is to be eliminated or will not be filled in the immediate future, the District will notify the Association in a timely manner.
2. A job vacancy shall be posted by the District within ten (10) working days following a determination that the vacant position will be refilled.
3. The vacancy shall be posted for not less than seven (7) working days prior to the position being filled. Any applicant may apply for the position by filing a written notice with the Human Resources Office. Vacancy notices for In-House only positions shall be posted for five (5) working days.
4. The notice of vacancy shall provide sufficient information about the position to allow applicants to determine whether they wish to apply for the position.
5. Prior to leaving on vacation and during recess periods (summer, winter, and spring), or while on leave, a regular employee may request notification of vacancies within the bargaining unit. The employee shall send the request to the District Human Resources Office. Job announcements will also be posted on a bulletin board at each site, at the District Office, emailed to all staff, and on the District website. Copies of the job announcements will be provided to the CSEA President.

ARTICLE 16
LAYOFF AND REEMPLOYMENT

- A. Order of Layoff: Any layoff shall be affected within a classification. The order of layoff shall be based on seniority within that classification. An employee with the least seniority within the classification shall be laid off first. The order of layoff within the classification shall be determined by seniority or length of service which is defined as the date of hire in a permanent position in the affected classification or in a higher classification in which the employee has worked, whichever date is earlier. If two or more employees have equal seniority, the seniority determination shall be based on the total overall years of services in the District.
- B. Bumping Rights: Unit members identified for layoff under 16(A) may exercise bumping rights into an equal or lower class in which they have served if they have more seniority in that class and higher classes than someone currently serving in that class.
- C. Layoff In Lieu of Bumping: An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this agreement. If the employee bumps into a position in the class in which the layoff occurs or an equal class, the seniority used will be determined by the process defined in 16(A). If the employee bumps into a lower class, the seniority used will be determined by the process defined in 16(A).
- D. Reemployment Rights: Laid off employees are eligible for reemployment in the classification from which laid off for a period of thirty-nine (39) months and shall be reemployed in reverse order of layoff and in preference to new applicants. In addition, laid off classified employees have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months. (*Education Code Section 45298*).
- E. Voluntary Demotion or Voluntary Reduction in Hours In Lieu of Layoff: Classified employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The governing board shall make the determination of the specific period eligibility for reemployment on a class-by-class basis. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time,

but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority. (*Education Code Sections 45114, 45298*).

- F. Offer of Reemployment: An employee who has received and declined two offers of employment in the classification from which laid off, with the same or more hours than those held at the time of layoff, shall be removed from the reemployment list.
1. Upon return to work, eligibility for vacation and sick leave entitlement shall be computed in accordance with seniority.
 2. Unused sick leave benefits, accumulated prior to layoff, will be reinstated upon return to work.
 3. Upon return to work, benefits will not be less than all other employees working the same hours in the same class.
- G. 1. When layoff of classified employees is anticipated by the administration:
- a) CSEA and the District agree to abide by the provisions stipulated in Education Code Section 45117.
 - b) The District will inform the Association.
 - c) The District will meet with the Association regarding a proposed layoff.
 - d) Any employee may challenge his/her place on the seniority roster in writing to his/her supervisor.
- H. Effects of Layoff:
1. Any substitute or short-term work shall be given to laid off employee in reverse seniority. A laid off employee will be used as a substitute or any other jobs within the classification for which a person is qualified if they accept the District's offer of such work.
 2. If the work is temporary in nature, the employee will be reemployed for said work with previous salary.
 3. Fringe benefits (health/welfare) will be continued for a period of three (3) months from the date of layoff, at the expense of the District.

4. All hours earned by an employee while on layoff shall be counted as hours in paid status and will count in computation of seniority.
5. Upon return from layoff an employee will be placed at the appropriate rate of pay for the length of service, in no instance lower than he/she was making at time of layoff.
6. Vacation time earned and unused at the time of layoff shall be computed and paid to the employee.
7. Any employee who has received a layoff notice shall, upon his/her request, be allowed to take any unused accumulated vacation entitlement prior to the effective date of the layoff.
8. Work performed exclusively by classified employees prior to a layoff shall be offered first to the laid off employees on the reemployment list in the appropriate classification according to seniority and shall not be offered to volunteers, management, certificated, or confidential employees unless negotiated or waived by CSEA. It is not the intent of the parties to change any existing practice of the District.

I. Reduction or Elimination of Specially Funded Programs

1. When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice. When classified positions must be eliminated as a result of the expiration of especially funded program, the employees to be laid off shall be given written notice not less than sixty (60) days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.
2. CSEA and the District agree to abide by the provisions stipulated in Education Code Section 45117.

J. Retirement In Lieu of Layoff

Any classified employee who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District

shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement. (*Education Code Section 45115*).

ARTICLE 17

GRIEVANCES

A. Definitions

1. A “**grievance**” is an allegation by a grievant that he/she has been adversely affected by a violation, misinterpretation, or misapplication of the specific provisions of this Agreement.
2. A “**grievant**” is an employee or employees covered by the terms of this Agreement or the Association.
3. A “**day**” is any day in which the central administrative office of El Dorado Union High School District is open for business.

B. Procedures

1. If the District does not respond within any of the time limits for response at each level, the grievant may proceed to the next step of the procedure. If the grievant does not comply with any of the applicable time limits contained in the procedure, he/she shall be deemed to have waived the right to proceed to the next level.
2. Time limits may be extended by mutual agreement of both parties. Such extension shall be confirmed in writing.
3. Within the established time limits, either party may request a personal conference during any level of the grievance procedure.
4. If a meeting/hearing is scheduled at any level of the grievance process during the grievant’s work hours, the grievant, the Association representative, and mutually agreed-upon witnesses, if employees of the District, will be given paid released time for the meeting/hearing.
5. A grievant may be accompanied by an Association representative at any level of the grievance.

C. Informal Level

1. The grievance process must be initiated at the informal level within fifteen (15) days after the grievant knew of or reasonably should have known of the alleged occurrence which forms the basis of the grievance.
2. Before filing a formal grievance, the grievant must attempt to resolve the matter by an informal conference with his/her immediate supervisor. The immediate supervisor shall respond to the grievant verbally or in writing within ten (10) days after the informal conference with the grievant.

D. Formal Level

1. Level I

- a. If the grievant is not satisfied with the decision or lack of decision at the informal level, within ten (10) days after the informal level decision was rendered or the deadline for such decision if no decision was given, the grievant must present the grievance in writing on the appropriate District forms to his/her immediate supervisor.
- b. The grievant's statement shall include a statement of the grievance, the specific circumstances involved, the Section(s) of the Agreement allegedly violated, the decision rendered at the informal level, if any, and the specific remedy sought.
- c. The supervisor shall communicate the decision to the employee in writing within ten (10) days after receiving the grievance.

2. Level II

- a. If not satisfied with the decision at Level I or if no decision is provided within the time limit, the grievant may appeal the decision by submitting the appropriate form to the Superintendent or designee within ten (10) days after receiving the Level I decision, or if no Level I decision was provided to the grievant within the Level I time limit, within ten (10) days after the deadline for such decision.
- b. This statement shall include a copy of the original grievance, the decision rendered, if any, and a statement of the specific reasons why the Level I

decision does not resolve the grievant's concerns.

- c. The Superintendent or designee shall communicate a written decision to the grievant within the ten (10) days after receiving this grievance.

3. Level III

- a. If the grievant is not satisfied with the decision at Level II or if no timely decision is rendered, the Association may within fifteen (15) days after receiving the Level II decision (or after the deadline for such decision if no timely decision occurred) submit a request in writing to the Superintendent or designee for advisory arbitration of the dispute.
- b. The Association and the District shall attempt to agree upon an arbitrator. If an agreement on an arbitrator is not reached within ten (10) days after submittal of the request for arbitration, the Association and the District shall request the State Mediation and Conciliation Service to supply a list of five (5) names of arbitrators. If either side rejects the first list, a new (second) list will be requested from the State. The order of striking shall be determined by lot. Each party shall alternately strike a name until only one (1) name remains.
- c. The fees and expenses of the arbitrator (and any expenses required by the arbitrator) and court reporter shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- d. The arbitrator shall, as soon as possible, hear evidence and render a recommended decision on the issue or issues submitted. If the parties cannot agree upon a submission statement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. Unless both parties mutually agree otherwise, a court reporter shall be retained to take down and transcribe the testimony at the hearing.
- e. The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement.
- f. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the recommended decision.

- g. Within fifteen (15) days of receiving the recommended decision of the arbitrator, the District or the Association must notify the other part in writing that it rejects the arbitrator's recommended decision. In the absence of such notification, the arbitrator's recommended decision shall become final and binding on the parties.

4. Level IV

- a. In the event that either party timely notifies the other that it rejects the arbitrator's recommended decision, the Governing Board shall assume jurisdiction of the matter. The party rejecting the recommended decision shall, within twenty (20) days after providing written notice of rejection of the recommended decision to the other party, file with the Board and the other party a statement in writing specifying the particular reasons for rejection. The statement shall include specific references to testimony in the record and to any pertinent documents in the record, and shall also contain the final arguments of the party. Within fifteen (15) days after receiving the appellant's written statement, the other party shall file a written response with the Board and the appellant.
- b. The Governing Board alone has the power to render a final determination of grievances. The recommendation of the arbitrator shall be only advisory. If, upon reviewing the record and written statements of the parties the Governing Board determines it is unable to render a final determination of the record, it may reopen the record for the taking of additional evidence, which must include statements by the grievant and/or Association.
- c. The Association shall be a party at Level IV.

ARTICLE 18
EMPLOYEE SAFETY

- A. Employees will report health and/or safety hazards to the appropriate administrator.
- B. As safety is a concern of the total staff, periodic meetings will be held with employees regarding health and safety conditions.
- C. Safety goggles or shields will be worn by each employee in all areas where necessary and will be furnished by the District. Each employee will be responsible for his/her own goggles and his/her own shields.

ARTICLE 19
DISTRICT RIGHTS AND POWERS

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law.

- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

ARTICLE 20
CONCERTED ACTIVITIES

- A. For the duration of this Agreement, the Association and its members agree not to call, sanction, or engage in a strike, concerted work stoppage, or concerted disruption.

- B. The District agrees that it shall not cause or engage in a lockout.

ARTICLE 21
SAVINGS PROVISION

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

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

ARTICLE 22
SUPPORT OF AGREEMENT

- A. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiate process except by mutual agreement of the District and the Association.

- B. During the term of this Agreement, the District and Association expressly waive and relinquish the right to meet and negotiate. Both parties agree that they shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE 23
EFFECT OF AGREEMENT

- A. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures to the extent permitted by State law, and that in the absence of specific provisions in this Agreement such District practices and procedures are discretionary with the Board of Trustees.

- B. Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall have prepared and delivered seven (7) copies of the newly ratified contract to the Association President. Additional copies shall be provided, as requested.

- C. The provisions of this Agreement shall be uniform in application and effect.

- D. This agreement does not waive the Association and/or employee rights granted by law, except where mutually modified.

ARTICLE 24
TERM

- A. This Agreement shall remain in full force and effect up from July 1, 2022, to and including June 30, 2025, and thereafter shall continue in effect year-by-year until completion of the negotiations process and creation of a successor agreement.

- B. CSEA and the District agree to present their annual initial proposals on reopener subjects during the term of this agreement to each other and for public review no later than February 15 of each year so that negotiations can commence during March. The same time schedule shall apply to initial proposals for a new Master Agreement by the CSEA membership and the Board of Trustees. The District shall process any required retroactive salary checks as quickly as administratively feasible.

- C. For the first year of the three-year negotiations cycle, 2022-2023, all articles in the Master Contract will be open. The articles on compensation (salary and insurance protection), and two additional articles of each team's choosing may be reopened for the 2023-2024 school year and the 2024-2025 school years.



LORI VEERKAMP, President
Board of Trustees

12/13/22

Date



TERI LILLYWHITE, President
CSEA

1/10/23

Date



DOMINIC GUALCO,
Labor Relations Representative
CSEA

1/17/23

Date

CLOSURE

The parties agree to maintain current language on all other provisions of the collective bargaining agreement except those provisions where there is a tentative agreement.