

COLLECTIVE BARGAINING AGREEMENT

REACHED BETWEEN

PETALUMA CITY (ELEMENTARY) SCHOOL DISTRICT

PETALUMA HIGH SCHOOL DISTRICT

AND

PETALUMA CHAPTER #212

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

JULY 1, 2007 - JUNE 30, 2010

**Mary Stewart, President
CSEA, Petaluma Chapter #212**

**Steve Bolman, Deputy Superintendent
Petaluma City (Elementary) and
High School District**

**Betsy Perry, Labor Relations Rep.
California School Employees
Association**

**Carolyn Tennyson, President
Board of Education
Petaluma City (Elementary) and
High School District**

July 22, 2008

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1 **ARTICLE 1**

AGREEMENT

- 2
- 3 A. This Agreement, hereinafter referred to as the "Agreement" entered into this 22nd
4 day of July, 2008, by and between the PETALUMA CITY ELEMENTARY AND
5 HIGH SCHOOL DISTRICTS, hereinafter referred to as "District" or as "District
6 Administration", and CHAPTER #212, CALIFORNIA SCHOOL EMPLOYEES
7 ASSOCIATION, hereinafter referred to as the "Association".
8
- 9 B. The term "Agreement" as used herein means the written agreement provided under
10 Section 3540.1(h) of the Government Code.
11
- 12 C. The terms of this Agreement shall be for a period of three (3) calendar years dated
13 from July 1, 2007. There shall be a negotiation reopener period, upon request by
14 either party, no later than September of each succeeding contract year.
15
- 16 D. In the second year of the Agreement (2008/09) the parties shall reopen on Article 8
17 Health and Welfare. In the third year of the Agreement (2009/10) the parties shall
18 reopen on Article 5 Wages, Article 8 Health and Welfare, and two (2) other Articles
19 of each party's choice.
20

21 **ARTICLE 2**

RECOGNITION

- 22
- 23
- 24 A. The District recognizes Petaluma Chapter #212, California School Employees
25 Association as the exclusive representative for employees in the Classified
26 Bargaining Unit.
27
- 28 B. The Classified Bargaining Unit is composed of regular employees in positions as
29 listed in EXHIBIT "A", which follows the Board of Education resolution of June 10,
30 1976.
31
- 32 C. Terms
- 33
- 34 1. Petaluma Chapter #212, California School Employees Association, shall be
35 referred to throughout this Agreement as the "Association" or "CSEA".
36
- 37 2. The Petaluma City School District and Petaluma Joint Union High School
38 District shall be referred to throughout this Agreement as the "District" or as
39 "District Administration".
40
- 41 3. Regular employees of the District who are a part of the bargaining unit
42 represented by the California School Employees Association and its
43 Petaluma Chapter #212 shall be referred to throughout this Agreement as
44 "Members of the Bargaining Unit", "Unit Members" or "Employees".
45
- 46 4. The Board of Education shall be referred to throughout this Agreement as
47 the "Board of Education" or the "Board".

1 **ARTICLE 3**

ASSOCIATION RIGHTS

2
3 A. The Association shall have the right to transact organizational business on school
4 property at all reasonable times, provided that it does not interfere with or interrupt
5 class or other normal school operations. Such rooms or other appropriate meeting
6 facilities shall be made available as provided by law to the Association without
7 charge.

8
9 1. The Association shall have the right to place items in employee mailboxes
10 and/or post notices of activities and matters of business to employees on
11 designated employee boards at each site/department.

12
13 2. Representatives of the Association shall have the right to visit all work sites in
14 the District. Such representatives shall make known their presence to the
15 appropriate authority in the school. Such visits shall be scheduled so that
16 there is no interruption to classes or normal operations.

17
18 3. Copies of the agenda for all meetings of the Board of Education and all back-
19 up material, that is not confidential, shall be sent to the Association President
20 at the same time as it is sent to members of the Board.

21
22 4. Copies of public District bulletins, which relate generally to employees, shall
23 be available to the Association.

24
25 5. Copies of the minutes of regular Board of Education meetings shall be
26 available to the Association.

27
28 6. Payroll deductions of dues for members of the Association shall be made.
29 The Association agrees to submit all necessary forms and information
30 required by the Business Division.

31
32 7. The District Administration agrees to provide twenty (20) person days of
33 release time without loss of pay for attendance at the CSEA annual
34 conference.

35
36 8. Unit members who are elected by membership to serve as President, 1st
37 Vice President, 2nd Vice President, Treasurer, Secretary, Public Relations
38 Officer, or District committee members shall be granted reasonable release
39 time from their position to perform the following: Grievance and Discipline
40 proceedings, site visits, District committee meetings, and employee
41 recognitions.

42
43 9. A unit member who is called as a witness in a proceeding in which the
44 District is a party during the unit member's regular work shift shall be
45 provided paid release time unless the unit member is the moving party.
46
47

1 B. Organizational Security

2
3 1. CSEA shall have the sole and exclusive right to have membership dues and
4 service fees deducted for employees in the bargaining unit by the District
5 Administration.

6
7 2. Each person employed by the District as a member of the bargaining unit
8 during the term of this Agreement, shall as a condition of employment and
9 continued employment with the District, or within thirty (30) days of the date
10 of their employment, apply for membership and execute an authorization for
11 dues deduction on a form provided by CSEA or in the alternative the District
12 shall deduct from the salaries of such employees not applying for
13 membership a service fee as set forth in the current CSEA membership and
14 service fees schedule. Administrative representatives shall inform new
15 employees of the full agency shop provisions noted above at the time of
16 employment.

17
18 Dues Deductions: The District shall deduct in accordance with the CSEA
19 dues and service fee schedule dues from the wages of all employees who
20 are members of CSEA on the date of the execution of this agreement or who
21 become members of CSEA following that date, who have submitted a dues
22 authorization form to the District.

23
24 3. Nothing contained herein shall prohibit an employee from paying dues or
25 fees directly to CSEA on an annual basis.

26
27 4. Any employee covered by this Agreement, who, because of religious beliefs
28 cannot pay fees to an employee organization, shall not be required to join,
29 maintain membership in or financially support CSEA as a condition of
30 employment except that once such employee has submitted evidence to
31 CSEA (in the form of an affidavit) which establishes that he/she sincerely
32 holds such beliefs, such employee will be required, in lieu of dues or service
33 fees to pay sums equal to such dues/fees to one of the following
34 organizations:

- 35
36 a. Petaluma Educational Foundation
37 b. United Way (local level)
38 c. Petaluma People Services Center.

39
40 5. Employees who will be required to make in lieu donations to charitable
41 organizations as described above shall execute a written authorization for
42 payroll deduction in an amount equal to the dues/service fees and payable to
43 one of the three organizations listed above or in the alternative such
44 employee shall provide documentation to the District Administration and
45 CSEA that such payments have been made on an annual basis, as a
46 condition of continued exemption from the requirement of financial support to
47 the Exclusive Representative.

- 1 6. Any employee claiming this religious exemption must file a written request
2 for exemption with CSEA Legal Department Attn: Deputy Chief Counsel.
3 If the request is granted the employee shall, as a condition of continued
4 exemption from the requirement of paying service fees to CSEA, furnish
5 CSEA with copies of receipts from the charity selected, as proof that such
6 payments have been made, or shall authorize payroll deductions of such
7 payment.
8
- 9 7. The written authorization for payroll deduction or the proof of payment
10 described above must be submitted to the District Administration and CSEA
11 within thirty (30) days from the date of employment.
12
- 13 8. CSEA agrees to fully indemnify and hold harmless the District in connection
14 with the deduction of dues and service fees.
15

16 C. Collective Bargaining Procedures
17

18 We mutually pledge ourselves to the following statement: "We, in the public sector,
19 can now use the collective bargaining process as a means to improve the Petaluma
20 School Districts and the service we provide the children and students of this
21 community."
22

- 23 1. The parties agree that there will be joint minutes, the intent being to
24 reinforce the agreements reached in EERC and formal contract
25 negotiations. Both parties shall review the minutes and make corrections
26 so they accurately reflect the agreements reached and are a record of the
27 proceedings. Each party is free to make reports concerning the progress
28 of negotiations in whatever manner they choose, however they may not
29 generally distribute the minutes. The parties agree that the progress of
30 negotiations will not be served by the use of inflammatory reports, or reports
31 framed or distributed in such a fashion that we find ourselves negotiating in
32 public.
33
- 34 2. At the conclusion of each meet and negotiate session, the parties will have
35 identified at least one or two future dates to reconvene discussions.
36
37 The parties have agreed that approximately one-half of the person hours
38 spent in negotiations will be work hours and approximately one-half of the
39 person hours will be post-work hours. The Chapter President will maintain a
40 log of release times.
41
- 42 3. Both parties agree that the act of proposing an item and subsequently
43 withdrawing the item from consideration does not denote lack of further
44 interest in the item by the proposing party. Further, it is agreed that this
45 action of proposal and subsequent withdrawal may not subsequently be
46 used in a court of law or as a part of the deliberations of any third party who
47 may later become involved in the employer-employee relations within the

1 Petaluma School Districts.

- 2
- 3 4. The parties agree that the most expeditious procedure to follow regarding
- 4 tentative agreement is as follows: When tentative agreements are reached,
- 5 either individually or in small groups, they will be marked "T.A.", they will be
- 6 initialed by the chairperson of the respective groups, and dated. Each party
- 7 will then have a copy of the tentative agreement.
- 8
- 9 5. The parties state that unless mutually agreed, all counter-proposals shall be
- 10 in writing and shall be furnished in sufficient quantity so that each member of
- 11 the respective bargaining committee may have a personal copy.
- 12
- 13 6. The parties agree to share the responsibility of providing refreshments for
- 14 negotiation sessions.
- 15
- 16 7. The parties agree that the costs of duplicating counter-proposals shall be the
- 17 responsibility of the party proposing the given counter-proposal.
- 18
- 19 8. Agendas will be set by mutual agreement between the parties. In the event
- 20 that the agenda-setting process becomes a problem, the parties may refer
- 21 back to the procedures set out in the original rules of bargaining. They were
- 22 as follows:
- 23
- 24 "The parties shall introduce items they wish to discuss on an alternating
- 25 basis. First choice shall be determined for the first session by a flip of the
- 26 coin. At the conclusion of each negotiating session, each party shall
- 27 inform the other of a minimum of three items it wishes to discuss at the
- 28 next meeting. If the six items specified have been covered at a session,
- 29 each party shall then be entitled to introduce additional items on an
- 30 alternating basis to utilize any time that may be left to the negotiating
- 31 session".
- 32
- 33 9. The time and frequency of caucuses should be at the discretion of the party
- 34 calling the caucus provided that before leaving for the caucus, the other party
- 35 is informed of the estimated time which will be required for the caucus.
- 36 Further, it is agreed that the caucusing party will attempt to stay within the
- 37 estimated time lines which have been given. The parties also agree that an
- 38 adequate room, with a door which closes, shall be provided for caucuses.
- 39
- 40 10. The parties agree that the maximum number of individuals at the bargaining
- 41 table shall not exceed seven, plus CSEA representatives, for Petaluma
- 42 Chapter #212, CSEA, and five for the District.
- 43
- 44
- 45
- 46
- 47

1 D. District Budget Committee

2
3 The Budget Committee will be composed of representatives chosen by the
4 California School Employees Association, Petaluma Chapter #212, Petaluma
5 Federation of Teachers, Petaluma Confidential Employees, and Petaluma
6 Administrators' Association. The Committee will be co-chaired by organization
7 representatives and the Assistant Superintendent for Business.

8
9 The District Administration and the Association agree to provide reasonable release
10 time for members of the Committee to meet.

11
12 The Committee will:

- 13
14 1. Receive training in budget analysis;
15 2. Review budget categories and make recommendations for changes;
16 3. Monitor budget process throughout the year;
17 4. Make periodic reports to Association members on status of the budget.
18

19
20 **ARTICLE 4**

DISTRICT RIGHTS

- 21
22 A. The exercise of the powers, rights, authority, duties and responsibilities by the
23 District Administration, the adoption of policies, rules, regulations and practices in
24 furtherance thereof, and the use of judgment and discretion in connection therewith,
25 shall be limited only by the specific and express terms of this agreement, and then
26 only to the extent such specific and express terms are in conformance with law.
27
28 B. It is understood and agreed that the District Administration retains all of its powers
29 and authority to direct, manage, and control to the full extent of the law.
30
31 C. In the event of an emergency, District Administration shall have the right to rescind
32 any portion of this Agreement directly related to the nature of the emergency.
33 "Emergency" as used in this Article is limited to those highly unusual or catastrophic
34 situations which would prevent the normal functioning of the School District
35 pursuant to this Agreement.
36

37
38 **ARTICLE 5**

WAGES

39
40 A. Step Movement

41
42 Step movement shall be implemented on July 1st of each school year.
43

44 B. Salary

45
46 Effective July 1, 2008, a 1.74% across-the-board increase.

47 C. Clothing and Equipment

1
2 1. The District will provide an annual clothing/shoe allowance, redeemable at
3 Workforce Boot and Clothing in Petaluma, in the amount of:

4
5 \$150 for Maintenance and Grounds workers, and
6 \$ 75 for Custodians
7

8 2. The District will provide an annual clothing/shoe allowance for the
9 following positions:

10 Cafeteria Assistants
11 Cafeteria Managers
12 School Bus/Automotive Technicians
13 Stand By Driver/Mechanic's Helper
14 Warehouse/Delivery Services Coordinator
15 Delivery/Warehouse
16 Food Services Delivery Person
17
18

19 The amount is determined by the number of hours worked, based on
20 \$75.00, as follows:

21
22 Less than 2 hours per day 25% or \$18.75
23 2 hours to less than 4 hours 50% or \$37.50
24 4 hours to less than 6 hours 75% or \$56.25
25 6 or more hours 100% or \$75.00
26

27 Claims for employee expenses shall be requested on a PB 288 form.
28

29 3. The employee must successfully pass probation before he/she is eligible to
30 receive the clothing and equipment allowance.
31

32 D. Retirement Option

33
34 There is no retirement option for the 2008/2009 school year.
35

36 E. Travel Allowance and Reimbursement of Expense
37

38 1. Mileage and expenses shall be paid by the District only as authorized by the
39 Superintendent or his/her designee.
40

41 2. The mileage rate for employees required to use their own vehicle shall be as
42 given in Board Policy 3350.
43

44 3. Actual and necessary traveling expenses shall be reimbursed by the District
45 on trips authorized by the Superintendent or his/her designee.
46

47 4. The Superintendent, or his/her designee, may make an advance of funds to

1 cover necessary traveling expense only in cases where, in his/her opinion, a
2 hardship will be worked upon the employee wherein such advance is not
3 made. The employee receiving such advance shall leave with the
4 Superintendent, or his/her designee, his/her personal check for the amount
5 advanced made payable to Petaluma Schools or a statement of receipt for
6 the amount of money advanced. Such advance shall be repaid or adjusted
7 upon filing of a regular claim and the personal check returned or the
8 statement of receipt canceled.

- 9
- 10 5. The most economical mode of public transportation shall be used unless
11 another mode of transportation is authorized by the Superintendent or his/her
12 designee.
- 13
- 14 6. The Superintendent, or his/her designee, may, at his/her option, allow the
15 mileage rate in lieu of public transportation, wherein in his/her opinion, the
16 mileage rate is advantageous from the standpoint of time saved or
17 inaccessibility of destination by public transportation.
- 18
- 19 7. Payments by an employee to an employee of another district for sharing of
20 transportation costs may be authorized by the Superintendent, or his/her
21 designee, if such costs are not more than by public transportation.
- 22
- 23 8. Airplane transportation may be approved by the Superintendent, or his/her
24 designee, only in cases where (a) such transportation is less costly overall in
25 terms of savings in meals, lodging, etc., or (b) such transportation is
26 necessary in terms of time deadlines, or (c) such transportation permits the
27 employee to remain on the job for a longer period of time prior to departure.
- 28
- 29 9. Attendance at meetings by members of the bargaining unit believed to be of
30 value to the District Administration shall be encouraged. At the discretion of
31 the Superintendent, or his/her designee, all necessary legal expenses of
32 attending such meetings, including transportation, meals, and registration
33 fees may be a charge against District funds.
- 34
- 35 10. Any employee in the bargaining unit who, as a result of a work assignment,
36 must have meals away from the District shall be reimbursed for the full
37 reasonable cost of the meal.
- 38
- 39 11. Any employee in the bargaining unit who, as a result of a work assignment,
40 must be lodged away from home overnight shall be reimbursed by the
41 District for the full cost. Where possible, the District shall provide advance
42 funds to the employee for such lodging. If advance funds are not available or
43 do not cover the full costs, the District shall reimburse the employee for the
44 out-of-pocket lodging expenses within a reasonable time after the employee
45 has submitted an expense claim with all necessary receipts.
- 46
- 47 12. Employees who have been authorized to attend meetings of an educational

1 nature shall submit to the Superintendent, or his/her designee, within one (1)
2 week following such attendance, a written report of the meetings. The
3 following general reporting format shall be used:
4

- 5 a. name of person attending;
- 6 b. identification of meeting (organization, place, date);
- 7 c. summary of key ideas at meeting;
- 8 d. relation and implication to Petaluma School System.

9
10 F. Compensation...General
11

- 12 1. Negotiated step increases on the salary schedule shall be granted
13 automatically to employees, but each such increase shall be based upon at
14 least satisfactory performance by the employee in the overall evaluation
15 rating(s). Increases shall receive prior approval by the Superintendent, or
16 his/her designee.
17

18 When an employee does not receive the automatic negotiated step increase
19 on the salary schedule as outlined above, said employee shall be given
20 specific recommendations for improvement based upon the goal of raising
21 the overall evaluation rating(s) to at least a satisfactory level. As a part of
22 these recommendations, there shall be established a timeline for a
23 subsequent reevaluation. At such time as the employee reaches a
24 satisfactory level, he/she shall be placed upon the appropriate step of the
25 salary schedule. Said employee shall continue normal progress on the
26 salary schedule in respect to negotiated automatic step increases for so long
27 as subsequent evaluation rating(s) continue to be at least satisfactory.
28

- 29 2. Federal and State income tax shall be withheld as provided by law.
30
- 31 3. All new employees shall be employed at step A of the appropriate salary
32 classification unless the new employee has more than one year of
33 experience in a like position. The District Administration reserves the right
34 to approve appointment, based on years of experience in a like position,
35 above step A of the classification not to exceed step C.
36
- 37 4. Deductions may be made by the District Administration in order to recapture
38 erroneous salary over-payments. In the case of erroneous overpayment,
39 prior to deductions being made by the Payroll Department, a meeting will be
40 held to determine a repayment schedule in cooperation with the Payroll
41 Department, the party affected, and/or a union representative.
42
43
44
45
46
47

1 G. Overtime

- 2
- 3 1. Work, which is required of an employee, in excess of eight (8) hours per day
- 4 or forty (40) hours per week shall be deemed overtime. Overtime shall be
- 5 compensated at one and one-half (1-1/2) times the normal rate of either
- 6 salary or time off by mutual agreement.
- 7

8 The District Administration shall endeavor to distribute overtime as equally as

9 possible among qualified employees. The endeavor to distribute overtime as

10 equally as possible shall be a function of the mutual decision regarding pay

11 or compensating time off and the continued financial ability of the District

12 Administration to pay overtime wages as opposed to granting compensating

13 time off.

14

- 15 2. The workweek for unit employees working an average of four (4) hours or
- 16 more per day shall consist of not more than five (5) consecutive working
- 17 days. Work required to be performed, by such employees, on the sixth (6th)
- 18 or seventh (7th) day of a given workweek shall be considered overtime.
- 19

- 20 3. An employee having an average work day of less than four (4) hours during
- 21 a work week shall, for any work required to be performed on the seventh
- 22 (7th) day of a given work week, be compensated on the basis of overtime.
- 23

- 24 4. a. The District Administration shall continue the practice whereby when
- 25 a unit member is required to return to work on a normal workday, or to
- 26 report to work on a day other than a normal workday, he/she shall be
- 27 compensated for a minimum of two (2) hours at the appropriate rate
- 28 of pay, even though the actual task does not take that long.
- 29

30 b. When a custodian opens and/or secures a district facility for an

31 activity of the City of Petaluma Parks and Recreation Department

32 by returning to work on a normal workday or by reporting for work

33 on a day other than a normal workday the following process shall

34 prevail over the preceding paragraph in this section.

35

36 The unit member shall be compensated for one and a half (1.5)

37 hours at the appropriate rate of pay to open the facility and one and

38 a half (1.5) hours at the appropriate rate of pay to secure the

39 facility.

40

41 The Facilities Manager shall establish a site rotation list of

42 Custodians by order of seniority. The opportunity for overtime shall

43 be rotated by order of seniority. The site shall offer the overtime to

44 the Custodian on the list, following the last Custodian who worked

45 the overtime, as soon as the need for the overtime becomes

46 known. If the Custodian refuses the overtime it shall be offered to

47 the next Custodian on the list.

48

- 48 5. Overtime assignments for cafeteria employees at each site shall follow a

1 seniority rotation on a continuous basis, based on the hire date seniority list
2 established for each cafeteria. Should an employee refuse or be unable to
3 accept an assignment, it shall go to the next employee on the list and the
4 employee declining the assignment shall then go to the bottom of the rotation
5 list. If no employee at a particular site is able to accept an overtime
6 assignment, that assignment shall be offered to a cafeteria employee at
7 another site, based on overall seniority. Acceptance of the assignments will
8 not affect the position of that employee on their site roster.
9

10 Cafeteria I employees shall not be eligible for this list until they have six (6)
11 months of service and have had a satisfactory evaluation.
12

13 Overtime given at a district-wide level shall be offered to all cafeteria
14 employees based on overall seniority. Acceptance of this overtime shall not
15 affect their position on their site roster.
16

17 H. Deductions from Salary Warrants
18

- 19 1. Deductions required by law: deductions shall be made from employees'
20 warrants as follows:
21
- 22 a. Federal and state income taxes in the amount required by the Internal
23 Revenue Code and Revenue and Taxation Code.
24
 - 25 b. Old Age, Survivors and Disability Insurance (Social Security-for
26 employees employed after January 1, 1960, and for those employees
27 employed on December 31, 1959, who elected to be covered by the
28 provisions of the Federal Insurance Contributions Act) deduction shall
29 be made in the amount required by the Internal Revenue Act.
30
- 31 2. Deductions required by the School Districts: deductions shall be made from
32 employee's warrants as follows:
33
- 34 a. Public Employees' Retirement System: all employees who are
35 employed on a regular basis for sufficient time to qualify for the
36 retirement system shall have the amount required by the System
37 withheld from their warrants.
38
 - 39 b. Effective 3/1/83, or as soon thereafter as practical, an integrated State
40 Disability Insurance benefits plan shall be implemented by the District,
41 with monthly premiums deducted from the bargaining unit members'
42 salary warrants. The sole responsibility of the District Administration,
43 financial or otherwise, shall be confined to the appropriate deduction
44 of premiums and completion of periodic reports requested by the
45 State of California.
- 46 3. Deductions authorized by the employee: deductions shall be made from
47 employees' warrants as follows upon receipt of a written authorization from

1 the employee:
2

- 3 a. Association dues.
4
5 b. U.S. Savings Bonds: deduction for U.S. Savings Bonds and/or notes
6 shall be made monthly as authorized.
7
8 c. Insurances: deductions shall be made monthly for authorized
9 insurance plans which are consistent with this Agreement and District
10 Regulations.
11
12 d. Savings Plans: deductions shall be made monthly for the payroll
13 savings plans consistent with District Regulations.
14
15 e. IRS Section 125 Plan: deductions may be made as authorized by the
16 individual unit member.
17
18 f. Employees shall give not less than thirty (30) days' written notice to
19 cancel a deduction.
20

21 I. Tax Sheltered Annuity Programs
22

- 23 1. Unit members shall have the right to enter into a tax sheltered annuity
24 program. Each annuity participant shall be required to sign an agreement
25 with the District authorizing the District to reduce his/her salary warrant and
26 to submit the deducted amount directly to any Insurance Company or Mutual
27 Fund who is legally authorized to receive funds under section (403) b, 7 of
28 the Internal Revenue Service.
29
30 2. Each employee who desires to enter into a tax sheltered annuity shall
31 execute an acknowledgment of disclaimer of responsibility that any annuity,
32 the amount of any premium, or of any and all procedures followed by the
33 District qualify as a tax sheltered annuity for federal and/or state income tax
34 purposes.
35
36 3. The Superintendent or his/her designee is authorized to execute such
37 amendments to employment contracts as may be necessary to carry out tax
38 sheltered annuity programs.
39

40 J. Bilingual Skills Stipend
41

42 When there is a position that requires the use of bilingual skills on a regular basis,
43 the employee in such a position will be paid an additional \$89 per month stipend.
44 The lead administrator will propose to Human Resources that bilingual skills are
45 required in the position. If an employee asks the administrator to propose the
46 stipend and is turned down, he/she can appeal it to Human Resources.
47 This stipend is only for those positions that do not already include this skill as a part

1 of their job description such as Bilingual Instructional Assistant, Bilingual Clerk, or
2 Bilingual Coordinator.

3
4 The job posting for such a position will state, "Successful bilingual applicant will be
5 paid a monthly stipend of \$89. This stipend will be pro-rated for positions that are
6 less than 40 hours per week".

7
8 This stipend is for those who demonstrate sufficient language skills in Spanish to
9 understand stated questions and needs, and to respond helpfully and
10 appropriately. Although complete fluency is not a requirement, substantial
11 conversational skills in Spanish are required.

12
13 This skill will be verified through an interview process, except in the case of those
14 unit members who have previously served in a District position which required
15 bilingual skills.

16
17
18 **ARTICLE 6**

HOURS

- 19
20 A. 1. The workweek for employees is a five (5) consecutive day, forty (40) hour
21 week. The regular workday shall normally be from 8:00 a.m. to 4:30 p.m.
22 with one-half hour for lunch; however, the actual workday for each position
23 shall be determined by the Superintendent or his/her designee. Custodians'
24 hours shall be determined by special conditions existing at each school.
25 Hours for custodians shall be fixed at the time of assignment.

26
27 District Administration shall continue to maintain a policy of not making
28 unreasonable alterations in those working hours. Employees shall receive
29 reasonable notification regarding any change in working hours, except by
30 mutual agreement to the contrary. In such cases where a permanent
31 change of hours is necessary, Administration representatives will bring this
32 matter to the Association for purposes of negotiations.

- 33
34 2. An optional flexible work schedule in the Grounds and Maintenance
35 Department of four ten-hour days per week is available at the employee's
36 option.

37
38 The Director of Grounds and Maintenance will assure that the schedule
39 allows for all trades to be adequately covered when school is in session.

40
41 When a holiday occurs, the member will have eight (8) hours off work per
42 holiday.

- 43
44 B. Unit members who have half or more of their shift after 6:00 p.m. are entitled to a
45 5% differential stipend.

- 46
47 C. Rest Period

1
2 Employees shall be granted a rest period according to their total number of work
3 hours in the District as follows:
4

<u>hours worked</u>	<u>rest period</u>
1-2	none
3	10 minutes
4-5	15 minutes
6	2 - 10 minutes
7-8	2 - 15 minutes

11
12 D. Work Year

- 13
14 1. The work year for employees on a twelve-month basis shall be from July 1
15 through June 30.
16
17 2. The work year for employees employed on an eleven-month basis shall be
18 from August 1 through June 30.
19
20 3. The work year for employees employed on a ten-month basis shall be five
21 (5) days prior to the start of school and five (5) days after the end of school.
22
23 The work year for employees assigned to 45/15 schools shall be adjusted
24 according to that school year schedule.
25
26 4. The work year for 223-day employees shall include approximately 75% of
27 the work days in August and approximately 50% of the workdays in June,
28 effective July 1, 2008.
29
30 5. The work year for employees such as instructional assistants, bilingual
31 instructional assistants, cafeteria assistants, bus drivers, clerk typists
32 assigned to elementary schools, cafeteria managers, and campus
33 supervisors shall be only those days during which school is in session and
34 pupils would be attending classes. Employees in these classifications may
35 be scheduled for additional workdays for inservice, etc. Consideration for
36 any such additional days shall be consistent with the provisions of this
37 Agreement.
38

39 E. Holidays

- 40
41 1. Paid holidays for employees will be granted as listed, provided schools are
42 not in session.
43 The normal workday prior to New Year's Holiday
44 New Year's Day
45 Martin Luther King, Jr.'s Birthday
46 Lincoln Day
47 Third Monday in February known as Washington Day

1 Last Monday in May known as Memorial Day
2 Independence Day
3 Labor Day
4 Admission Day
5 Veteran's Day to be celebrated on November 11 or the school day
6 nearest to November 11
7 Thanksgiving Day
8 Friday following Thanksgiving Day
9 The normal workday prior to Christmas Holiday
10 Christmas Day

- 11
- 12 2. Any other holiday proclaimed by the President of the United States or the
13 Governor of the State as a holiday shall conform to the Education Code.
14
- 15 3. When a holiday falls on a Sunday, the following Monday shall be deemed to
16 be the holiday; and when a holiday falls on a Saturday, the previous Friday
17 shall be deemed to be the holiday.
18
- 19 4. When an employee is required to work on a designated holiday, he/she shall
20 be paid compensation, or given compensating time off, at the same rate as
21 overtime.
22
- 23 5. An employee must be in paid status either the day preceding or the day
24 following a holiday in order to be paid for the holiday.
25

26 F. Employees shall not be required to perform duties which are not fixed and
27 prescribed for the position by the District in accordance with law, unless the duties
28 reasonably relate to those fixed for the position by the District, for any period of time
29 which exceeds five (5) working days within a fifteen (15) calendar day period.
30

31 An employee may be required to perform duties inconsistent with those assigned to
32 the position by the District for a period of more than eight (8) hours provided that
33 his/her salary is adjusted upward for the entire period he/she is required to work out
34 of classification and in such amounts as will reasonably reflect the duties required to
35 be performed outside his/her normal assigned duties. Notwithstanding the
36 provisions contained in this section, Administration and Association representatives
37 recognize that there are occasions when unit members should be paid for working
38 out of classification, even when the total period is less than eight (8) hours. The
39 parties agree that such situations will be discussed on an individual basis; either the
40 Association or Administration representatives may request such discussions.
41

42 It is the intent of this section to permit the District Administration to temporarily work
43 employees outside of their normal duties but in so doing to require that some
44 additional compensation be provided the employee during such temporary
45 assignments.

46 G. The District Administration shall provide rest and dining areas and lavatory facilities
47 at each school and at other regular work sites.

- 1
2 H. Any employee in the bargaining unit who works a minimum of thirty (30) minutes or
3 more per day at the request of the Management Team member designated by the
4 Superintendent in excess of his/her regular part-time assignment for a period of
5 twenty (20) consecutive working days or more shall have his/her regular sick leave
6 and annual leave benefits adjusted upward to reflect the longer hours, effective for
7 the next pay period.
8

9
10 **ARTICLE 7**

TRANSPORTATION-RELATED WORK CONDITIONS

11
12 A. **Bus Driver Hours**

- 13
14 1. No a.m. or p.m. assignment shall be less than two (2) hours each in duration.
15
16 2. There shall be at least fifteen (15) minutes included in the daily assignment
17 for bus checkout and at least fifteen (15) minutes for bus clean up; it is
18 understood that more time may be necessary in special situations. The time
19 cited in this section may be a part of the minimum assignments discussed
20 elsewhere in this section.
21
22 3. Noon run assignments shall be at least one (1) hour in length.
23
24 4. When in-service training is required, the employees shall be reimbursed at
25 the appropriate rate of pay for such time spent if the training does not take
26 place during the employee's regular workday. An exception to this provision
27 would pertain to a circumstance where the employee declines to take part in
28 the after-hours training provided by the District.
29
30 5. When a regularly assigned driver is unable to work because of the
31 unavailability of a vehicle for which he/she is licensed or certificated to
32 operate, the driver shall be compensated at the rate he/she would have
33 been paid had a vehicle been available.
34
35 6. Regular drivers of 45/15-day schedules and special education schedules
36 shall suffer no reduction of pay during the 15-day breaks.
37
38 7. Seniority shall include all paid "straight time" hours. Overtime hours (paid
39 at time and one-half) shall not count for seniority accrual.
40
41 8. Therapy assignments (SELPA and OH students) shall be offered to SELPA
42 and OH drivers by seniority.
43

44
45 B. **Field Trips**

46
47 The parties agree that home-to-school runs define the basic job assignment for

1 those staff members assigned to the Transportation Department.
2

- 3 1. Field trips shall be offered to regular drivers by rotation. The Director of
4 Transportation shall establish a separate Field Trip Roster for school-day
5 trips and for weekend/holiday trips. Such rosters shall be established in
6 order of seniority. The seniority rosters lists used by the Director of
7 Transportation and governing rotation shall be posted on the bulletin
8 board. All assigned trips shall be posted every Monday for the week.
9
- 10 2. Field trip assignment shall be made on a strict rotation basis, using the
11 drivers' roster. Four (4) days prior to a scheduled trip date, or seven (7) days
12 prior to a Saturday, Sunday, or holiday trip date, that trip will be assigned to
13 the next driver on the rotation roster. Trips accepted or declined should be
14 returned to the dispatcher as soon as possible.
15
- 16 3. Should any driver refuse or be unable to take an assigned trip, the trip shall
17 be assigned to the next driver on the roster. The driver's position on the field
18 trip roster shall be unaffected by the acceptance or declination of an
19 emergency trip.
20
- 21 4. In the event that any trip scheduled for Saturday, Sunday, or a holiday is
22 canceled or rescheduled, the driver will be assigned the next available
23 weekend or holiday trip. In the case of cancellation of school day trips, the
24 driver will not be assigned the next available trip, but the normal rotation of
25 the roster will continue. Any trip assigned within twenty-four (24) hours of
26 departure shall be considered an emergency trip.
27
- 28 5. A substitute driver will be assigned the home-to-school and/or the school-to-
29 home run in order to free the regular driver for an assigned field trip that
30 conflicts with their regular run or would cause the driver to exceed the sixteen
31 (16) hour work day limit, as provided herein.
32
- 33 6. The previous provision (B.1.) notwithstanding, field trips with an estimated
34 time of at least five and one-half (5 1/2) hours (conflicting with the normal
35 and/or afternoon run(s)) shall be given to the regular drivers with a minimum
36 of two (2) years driving experience with the district. A separate roster shall
37 be established for this purpose. If a (5 1/2 hour) field trip is canceled or
38 rescheduled, the driver shall be assigned the next available all day (5 1/2
39 hour) trip.
40
- 41 7. Any field trip two (2) nights or more with two (2) or more buses shall include
42 one mechanic from the bargaining unit and a bus driver from the All-Day
43 Field Trip list. If either mechanic refuses the trip, the trip comes back to a
44 bargaining unit bus driver on the All-Day Field Trip list. Under this provision,
45 the Director of Transportation reserves the right to determine that the
46 presence of other qualified personnel is necessary.
47

- 1 8. Drivers accepting overnight field trips will be compensated for off the clock
2 hours at a rate of \$1.50 per hour plus meals and lodging accommodations.
3
- 4 9. When members of the Transportation Department participate in
5 departmental functions that would cause them to lose a field trip (i.e. Bus
6 Rodeo), the field trip list shall be frozen and the drivers who do not
7 participate would then be assigned as though it was an emergency trip.
8
- 9 10. Drivers accepting and driving a weekend field trip shall be paid a minimum
10 of four (4) hours at their overtime rate. When a field trip is canceled and
11 the driver is not notified until after he/she arrives on the job site or at the
12 school site, two (2) hours pay at the overtime pay rate will be paid to the
13 that driver except when a playoff game on Friday is the determining game
14 for a Saturday trip.
15
- 16 11. Field trip drivers shall be paid for all standby time at the appropriate rate of
17 pay in accordance with provisions of this agreement.
18
- 19 12. The Transportation Department shall establish a field trip rotation list for Type
20 2 school buses. The rotation list shall be comprised of the following:
21
 - 22 a. Drivers whose school bus certificate is restricted to a Type 2 school
23 bus; and/or
24
 - 25 b. Drivers who have a medical condition that restrict their driving to a
26 Type 2 school bus.
27
- 28 13. Transportation Department mechanics will be offered a.m./p.m. routes as
29 needed. Athletic field trips will be offered to the mechanics before
30 substitute drivers as long as the trip does not interfere with their regular
31 workday (i.e. athletic field trips that leave at 2:15 p.m. and are under 5 ½
32 hours).
33
- 34 14. Late Mechanic
35
36 The late mechanic of the week in the Transportation Department shall
37 monitor the Transportation Department Radio System (i.e. Nextel) after
38 5:15 p.m. in case of an emergency with a bus and/or a trip event which
39 would cause the driver to exceed the sixteen (16) hour work day limit and
40 during the hours when buses are traveling on weekends and holidays.
41 The late mechanic will be compensated for a minimum of one call per
42 week for monitoring the radio system after hours.
43
44

45 C. Regular Home/School Assignments
46

- 47 1. No later than August 15th of each school year, the Director of Transportation

1 shall notify the District Administration and CSEA of all anticipated route
2 assignments for the following school year.

- 3
- 4 2. In August of each year, drivers shall have the opportunity, on the basis of
5 seniority, to bid on proposed route assignments. To the extent that any
6 driver will realize a reduction in total driving time, the District Administration
7 shall enter negotiations on this matter upon request from CSEA.
8
- 9 3. Daily routes shall be bid on a yearly basis to bus drivers in the order of
10 seniority except when factors such as student safety or student supervision
11 would influence the choice in favor of a less-senior driver. Such decisions
12 shall be the express responsibility of the Director of Transportation.
13
- 14 4. When an assignment or a regular route is permanently vacated, or a route is
15 increased in time, it shall first be offered to regular bus drivers in order of
16 seniority before it is filled by a substitute or others. Such assignment shall be
17 subject to the provisions contained in Section C.3.
18
- 19 5. No later than the end of the fourth week of school in the fall, the Director of
20 Transportation shall make modifications to route assignments if necessary.
21 If changes in route assignments have been made, the procedure described
22 in C. 2. shall again be followed.
23
- 24 6. Once route times have been set in the fall, there shall be no reduction of total
25 assigned driving time unless agreed to by CSEA.
26
- 27 7. Driving assignments involving one or two special education students shall be
28 subject to change at any time, based upon enrollment changes.
29
- 30 8. When a bus driver has thirty (30) minutes or less of layover time between
31 regularly scheduled bus runs and field trips he/she shall be compensated for
32 the actual layover time to a maximum of thirty (30) minutes.
33

34 **D. Orthopedically Handicapped and SELPA Route Buses**

- 35
- 36 1. It is agreed that District vehicles, including buses and vans, specifically used
37 to transport orthopedically handicapped (OH) and SELPA students shall be
38 driven by regular bus drivers of the District.
39
- 40 2. It is recognized that the physical demands of transporting OH and SELPA
41 students in these vehicles are greater than a regular school bus.
42
- 43 3. To be eligible to drive an OH or SELPA vehicle a driver must be able to lift a
44 dead weight of fifty (50) pounds.
45
- 46 4. All regular drivers who are capable of enduring the physical demands of an
47 OH or SELPA route shall be eligible to drive these vehicles.

- 1 5. If there is a dispute as to whether a driver is physically capable of enduring
2 the physical demands of an OH or SELPA route, it shall be resolved by a
3 statement from a District appointed physician at District expense.
4
- 5 6. OH and SELPA routes shall be included in all bus route bidding procedures.
6
- 7 7. When there is a vacancy on an OH or SELPA route, it shall be filled in the
8 same manner as a regular route from among the eligible district drivers.
9
- 10 8. OH field trip assignments shall be rotated among OH route bus drivers;
11 however, they shall remain on the rotation lists for all regular field trip
12 assignments except that they may not forgo an OH field trip assignment for a
13 regular field trip assignment. If a bus driver is driving an OH field trip
14 assignment at a time they were eligible for a regular field trip assignment, it
15 shall be counted on the rotation list as though they took the regular field trip.
16
- 17 9. A driver who is assigned to an OH route shall not be eligible to take regular
18 field trips or all day field trips that interfere with their a.m. and/or p.m. home to
19 school runs.
20
- 21 10. Bus Drivers, for all hours worked as OH and SELPA bus drivers, will receive
22 a \$1.00 per hour stipend added to his/her regular salary for the added level
23 of responsibility required for this duty, effective July 1, 2008.
24

25 E. Use of Video Cameras on School Buses

26 All Drivers shall be notified of the use of and receive required training on all video
27 cameras located in the District owned school buses.
28

29
30 These cameras shall be used to videotape the interior cabin of the bus to monitor
31 and record the behavior of the students on the bus. The video cameras also
32 record the speed of the bus, each use of brakes and amber and red lights. On
33 occasion the driver will be videotaped when he/she is out of the driver's seat.
34 These recorded videotapes shall be considered District property and treated as
35 such.
36

37 This equipment shall be used to monitor student behavior and, when a concern
38 arises, information on the tape may be used to improve driver performance. If, in
39 viewing the tape for a student's discipline, the driver is observed demonstrating
40 unsafe procedures or a violation of the law, the tape shall be used as a tool to
41 remedy the procedure with additional training. If a blatant violation of the law has
42 been observed, the videotape could become part of the discipline process.
43

44
45 The drivers shall have the right to view these tapes in the presence of their
46 immediate supervisor, the Director of Transportation. If, after the initial viewing of
47 the tape, there is a driver training issue, the Director could request the District's

1 driver trainer to view the tape. If the findings on these tapes could lead to discipline
2 procedures, they may not be shared with other transportation personnel without the
3 express authorization of the driver of the bus in which the tape was recorded.
4
5

6 **ARTICLE 8**

HEALTH AND WELFARE

7
8 A. The Association recognizes that health and welfare benefits are primarily selected
9 by the District Administration for the benefit of full-time employees. The Association
10 also recognizes that health and welfare benefits are a part of total employee
11 compensation.
12

13 1. Benefits currently available to married employees will be accorded to
14 employees who are duly registered as domestic partners with the City of
15 Petaluma.
16

17 B. The premium amount for all health and welfare plans shall be determined through
18 negotiations between the District Administration and CSEA and its Chapter #212.
19 Changes in coverage shall be subject to negotiations between the parties.
20

21 C. All District contracts for the employee health and welfare insurance shall be written
22 by California licensed insurance companies or foundations.
23

24 D. Health, Dental, and Vision Insurance

25
26 1. The following health and welfare rates will be in effect from July 1, 2008
27 through June 30, 2009:
28

29	Kaiser - High option	\$ 877.81
30	Kaiser - Low option	\$ 732.08
31	Blue Shield 100%	\$1,470.00
32	Blue Shield 90%	\$1,358.75
33	Blue Shield 80%	\$1,078.55
34	Blue Shield High Deduct	\$ 411.00 (employee only plan)
35	Delta Dental	\$ 133.62
36	Vision Service Plan	\$ 29.00
37	Prudential Life	\$ 5.55

38
39 The cap for the 2008/2009 school year will be \$790.62
40

41 2. The coverage year for all health and welfare benefits is understood to be
42 from July 1 to June 30. Any nine (9), ten (10), or eleven (11) month
43 employee in a continuing employment relationship with the District shall
44 receive the benefit of District health and welfare premium payment, if such
45 has been a part of the current Agreement, in anticipation of his/her
46 employment commencing with the resumption of services for the ensuing
47 educational year. Such employee, who because of a continuing employment

1 relationship with the District, has received benefit of District premium
2 payments during the summer month(s) and subsequently resigns, or
3 otherwise vacates his/her position with the District, shall be financially liable
4 to repay the District for any and all premium benefit payments made during
5 the non-working period.
6

- 7 3. All unit members shall have the same health and welfare premiums paid
8 by the District as twelve (12) month employees working the same number
9 of hours per day.
10

11 Authorized deductions shall be withheld by the District from monthly salary
12 payments. The exact pro-rata payment will be determined by the number
13 of working hours per day regularly assigned a given employee.
14

15 Bus Drivers and the Stand-by Driver/Mechanic's Helper who work at least
16 four (4) hours per day will be entitled to health, dental, and vision benefits
17 at the same percentage as a full-time employee, effective July 1, 2001.
18 This does not include life insurance.
19

20 The District will pay the following percentages of the health plan cap for the
21 above-mentioned **health plans**:
22

<u>Daily Hours Assigned</u>	<u>District Percentage Payment</u>
Over four hours to and including six hours	75%
Over six hours – participation is required	100%

27 Unit members who work four (4) hours or less are not eligible to participate in
28 a health plan, however they can choose to participate in the dental or vision
29 plans. Unit members working four (4) hours or less and who currently
30 participate in a health plan will be grandfathered in and can continue to be
31 covered at their current district paid percentage as long as their work hours
32 remain equal to or greater than their hours as of May 1, 2007.
33
34

- 35 a. If a grandfathered unit member elects not to continue to participate in
36 the health plan they will not be eligible to rejoin a health plan unless
37 their work hours exceed four (4) hours per day.
38
39 b. If a grandfathered unit member has a voluntary reduction in work
40 hours, which would reduce their district percentage level, they would
41 become ineligible to continue on the health plan effective the end of
42 the month in which the reduction occurs.
43
44 c. If a grandfathered unit member has an involuntary reduction in work
45 hours, which would reduce their district percentage level, the effects
46 of this reduction would be negotiated by the Association and the
47

District.

Unit members who are employed for more than six (6) hours per day are required to participate in a health plan. Participation in the dental and vision plans is optional and not a requirement.

The District will pay the following percentages of the premiums for the above-mentioned **dental and vision plans**:

<u>Daily Hours Assigned</u>	<u>District Percentage Payment</u>
One hour to and including two hours	25%
Over two hours to and including four hours	50%
Over four hours to and including six hours	75%
Over six hours	100%

E. Life Insurance

1. Employees who work a minimum average of thirty (30) hours per week for seventy-five (75) percent of the school year shall be eligible for the District's approved Life Insurance Program.
2. Effective July 1, 1998, the District shall pay up to \$5.55 per month toward life insurance premiums (currently \$37,000) for the terms of this Agreement for employees working a minimum average of thirty (30) hours per week for seventy-five (75) percent of the school year who elect to accept the District-approved program and who authorize deduction of any additional premium from their salaries. Authorized deduction shall be withheld by the District from monthly salary payments.

The policy reduces to \$15,000 when an active unit member reaches age 70.

3. Employees on approved leave, who were covered under the program at the start of their leave time shall continue to be eligible for coverage as long as they remain in a paid status. Employees on approved, but unpaid, leave who were covered under the health and welfare program at the start of their leave time shall continue to be eligible for all coverage as long as they pay their own premiums if the individual policies so provide.

F. Continuation of Benefits

When an employee of the bargaining unit has exhausted all available paid leave as

1 provided in this contract, and is still unable to return to work as determined by
2 his/her physician, the employee shall continue to receive district-paid health and
3 welfare benefits for two calendar months or longer, if approved by the Board.
4

- 5 G. The parties further agree that should the District Administration choose to make
6 available additional health plans to the members of any bargaining unit, the same
7 shall be made available to the members of the classified bargaining unit.
8

9
10 **ARTICLE 9**

LEAVES

11
12 A. **General**

- 13
14 1. Provisions regarding the method of application for processing, and
15 consideration of, all manners of leaves shall remain the express
16 responsibility of the District Administration.
17
18 2. All absences from regularly assigned duties shall be approved by the Board
19 of Education or the Superintendent, or his/her designee. All absences shall
20 be approved in advance, unless otherwise specified in this Agreement.
21
22 3. Except in verifiable extreme emergencies which preclude communication
23 with the District Administration, absences taken without approval shall be
24 considered as absences without leave. Employees taking absences without
25 leave shall be subject to disciplinary action and loss of pay. Unauthorized
26 absences of three (3) or more consecutive days shall be considered as
27 abandonment of the employment and the employee shall be subject to
28 disciplinary action including dismissal.
29
30 4. In the case of any absence, which is based upon illness, injury, quarantine,
31 etc., the District Administration may require verification from a physician of
32 the fitness of the employee to return to service. Normally, the verification
33 provided in Section D. 4., if requested, shall suffice for this purpose.
34

35 B. **Vacation**

- 36
37 1. The District Administration shall grant to each regular employee an annual
38 vacation at the regular rate of pay earned at the time the vacation is
39 commenced.
40
41 2. Vacation credit shall be accrued on the following basis:
42
43 a. For employees regularly employed five (5) days per week, eight (8)
44 hours per day, for 12-months, the vacation credit shall accumulate
45 at the following rate:

46
47 13 days per year

1
2 Employees in this category who have been employed by the District
3 five (5) or more complete and consecutive years shall have their
4 entitlement increased to:

5
6 18 days per year
7

8 Employees in this category who have been employed by the District
9 ten (10) or more complete and consecutive years shall have their
10 entitlement increased to:

11
12 19 days per year
13

- 14 2. b. All other employees will receive a pro-rated amount based on the
15 above entitlement, dependent on the relationship of their hours
16 worked per day, days per week, and months per year to five (5)
17 days per week, eight (8) hours per day, for 12-months.
18
- 19 3. Vacation may be scheduled for any time during the school year. Vacation
20 shall be scheduled at a time mutually agreeable to the unit member and
21 the Management Team member designated by the Superintendent.
22 Vacation shall not be arbitrarily or capriciously denied.
23
- 24 4. Employees who are less than ten (10) months shall not carry over
25 vacation. Entitled vacation leave will be scheduled and used on an annual
26 basis. Those employees that have previously accumulated vacation leave
27 will use a minimum of 5-days per year of the previously carried over leave
28 until it has been exhausted.
29

30 Employees who work ten (10) months or more may carry over one year's
31 entitlement of vacation leave. Those employees that have previously
32 accumulated vacation leave in excess of one year will use a minimum of 5-
33 days per year of accumulated vacation until it has been exhausted.
34 Employees are to use five days of accumulated vacation plus the current
35 year's entitlement in a school year.
36

37 The District will pay off all unused vacation leave days for the following
38 positions once a year on the June 10th supplemental payroll:
39

40 Bilingual Instructional Assistants and Clerks
41 Bus Drivers
42 Cafeteria Assistants
43 Campus Supervisors
44 Child Care Assistants
45 Community Day Instructional Assistants
46 Computer Lab Coordinator
47 Elementary Library Coordinator

1 Full Inclusion Instructional Assistants
2 Special Education Instructional Assistants
3

4 To avoid an undue accumulation of earned vacation leave, the District
5 Administration reserves the right to place an employee on vacation status
6 with one week's notice.
7

- 8 5. Earned vacation shall not become a vested right until completion of the initial
9 six (6) consecutive months of employment.
10
- 11 6. Permanent employees may be granted vacation during the school year even
12 though not earned at the time the vacation is taken.
13
- 14 7. If an employee terminates and has been granted vacation which he/she has
15 not yet earned, the District Administration shall deduct from the employee's
16 severance check the full amount of salary which was paid for such unearned
17 days of vacation taken.
18
- 19 8. Upon separation from service, the employee shall be entitled to lump-sum
20 compensation for all earned and unused vacation, except that employees
21 who have not completed six (6) months of employment in regular status shall
22 not be entitled to such compensation.
23
- 24 9. If an employee's vacation becomes due during a period when on leave due
25 to illness or injury, the employee may request that the vacation date be
26 changed and the District Administration, subject to mutual agreement, shall
27 grant the request in accordance with vacation dates available at that time.
28
- 29 10. If an employee (while on vacation) becomes ill and supplies supporting
30 information or requires hospitalization or is eligible for a bereavement leave,
31 these days may be charged to the appropriate leave and the vacation leave
32 will be credited to the employee's account.
33
- 34 11. Holidays are not counted as vacation days.
35
- 36 12. If there is a conflict between the requested vacation periods of two or more
37 employees, the District Administration shall endeavor to give priority to the
38 employee with the greatest District seniority.
39
- 40 13. It is agreed and understood that up to six (6) days of annual leave may be
41 used at any time during the school year while school is in session and a
42 substitute may be obtained. This agreement covers all clerical, secretarial,
43 and custodial personnel at school sites.
44

45 C. Wellness Day
46

47 Any employee who does not use any sick leave days or leave without pay during

1 school days while students are in session during a school year, defined as the
2 student calendar, shall receive a paid day off in addition to other vacation or
3 holidays provided in this agreement. The paid day off shall be in the form of a
4 floating holiday known as a "Wellness Day". Sick leave usage under this provision
5 shall include personal necessity leave.

6
7 The Wellness Day may be taken at the discretion of the employee, with the
8 approval of the immediate supervisor. The employee must notify his/her immediate
9 supervisor at least 30 calendar days in advance of the date they wish to use the
10 day. The supervisor shall grant or deny the request to ensure that the day selected
11 will not adversely affect the operations of the District. The supervisor will notify the
12 employee as soon as possible, but not later than five (5) calendar days from the
13 date of the employee's request.

14
15 Supervisors shall make every effort to grant employee's requests to use the
16 Wellness Day. In the event the employee's request is denied, a mutually agreeable
17 date for use of the Wellness Day shall be scheduled.

18
19 The Wellness Day must be taken in the 12-month period following the end of the
20 school year in which no sick leave days were used.

21
22 D. Sick Leave

- 23
24 1. Regular employees employed for the entire fiscal year are entitled to twelve
25 (12) days leave of absence for illness, injury, or quarantine.
26
27 2. Regular employees employed for less than the entire fiscal year are entitled
28 to that portion of twelve (12) days leave of absence for illness, injury, or
29 quarantine as the number of months worked bears to twelve (12).
30
31 3. Pay for any day of such absence shall be the same as the pay which would
32 have been received had the employee served during the day.
33
34 4. It is the responsibility of the employee to provide proof, upon request, of
35 illness or injury or quarantine. A written statement shall be filed by the
36 employee to the effect that he/she was ill, injured, or quarantined and stating
37 the general nature of the illness, injury, or quarantine.
38

39 Sick leave may be used for illness of the employee's child, parent, or
40 spouse, up to the amount of sick leave that would be accrued during six
41 (6) months.

42
43 If requested by the Superintendent, or his/her designee, the following proof
44 of illness, injury, or quarantine shall be furnished:

- 45
46 a. A doctor's verification of illness, injury, or quarantine shall be filed with
47 the Superintendent, or his/her designee, stating that the employee
48 could not or should not perform his/her normal duties.

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- b. A written statement shall be filed by the employee to the effect that he/she is a member of a religious sect, denomination, or organization, and that he/she was ill, injured, or quarantined, and that he/she was treated by the practice of his/her religion. This statement shall be accompanied by a statement from the religious practitioner.
 - c. If the absence exceeds five (5) days, or if the District Administration feels that there is a pattern of apparent abuse of sick leave, the District Administration may require verification of the illness, injury, or quarantine by a physician of its choice. The employee shall authorize the examining doctor to release the results of such examination to the District Administration. This required verification shall be at District Administration expense.
5. Credit for leave of absence need not be accrued prior to taking such leave and such leave may be taken at any time during the year. A new employee of the District shall not be eligible to take more than six (6) days or the proportionate amount to which he/she may be entitled until the first day of the calendar month after completion of six (6) months of active service with the District. During the first six (6) months, the employee may take with pay no more than the days earned at the rate of one (1) day per month.
- a. If an employee takes sick leave in excess of what has actually been earned and his/her employment is terminated for any reason, pay for the days taken in advance shall be deducted from the final pay warrant.
 - b. If an employee does not take the full amount of leave allowed during the year, the amount not taken shall be accumulated from year to year.
6. Any classified employee of any school district who has been an employee of that district for a period of one (1) calendar year or more and whose employment is terminated for reasons other than action initiated by the employer for cause, and who subsequently accepts employment as a classified employee of the Petaluma School Districts within one (1) year of the termination of his/her former employment, he/she shall have transferred with him/her to this district the total amount of leave of absence for illness, injury, or quarantine to which he/she is entitled under the Education Code.
7. It shall be the responsibility of the District Administration to communicate to unit members regarding the method by which they are to contact the District when they will be unable to report to work and when they will be able to return. It shall be the responsibility of unit members, except in verifiable emergency situations to notify the district within the time limits specified.

1 8. If an employee fails to give notice within the time specified of the intention to
2 return to work and a substitute appears for the day's work as a result of
3 failure to receive such notice, the substitute shall receive a full shift substitute
4 pay and either an additional sick leave day or a vacation leave day shall be
5 deducted from the employee.

6
7 In cases where neither regular sick leave days nor vacation leave entitlement
8 are available for deduction, the day's salary for the substitute (not to exceed
9 the actual salary of the employee) shall be deducted.

10
11 9. A sick leave day, once commenced, may not be reinstated as a working day
12 unless approved by the Management Team member designated by the
13 Superintendent.

14
15 10. Medical appointments for a portion of the workday may be taken as sick
16 leave.

17
18 11. In the case of a permanent employee who has exhausted all entitlement to
19 sick leave, vacation, compensatory time off or other available paid leave and
20 who is absent because of non-industrial accident or illness, he/she may be
21 granted additional leave by action of the Board of Education. Each such
22 instance shall be reviewed on an individual basis by the Board of Education.

23
24 A decision on one case shall not be considered as setting a precedent for
25 succeeding instances.

26
27 The additional leave granted by the Board of Education may be paid or
28 unpaid. Such leave will not exceed six (6) months. The Board of Education
29 retains all other options and procedures in this process as outlined in
30 Education Code Section 45195.

31
32 12. After an employee has exhausted all sick leave, vacation, and compensating
33 time, the employee will receive his/her salary minus Step A of their Range,
34 for the balance of a one hundred (100) day period.

35
36 E. Personal Necessity Leave

37
38 1. Accumulated sick leave may be used for absences created by personal
39 necessity, not to exceed ten (10) days in any school year.

40
41 2. Personal Necessity Leave is for instances of personal or professional need,
42 not for recreational purposes, vacation travel, or that which is related to
43 activity for which the unit member may receive additional remuneration.

44
45
46 3. Employees may use Personal Necessity Leave to comply with a subpoena
47 or other court order to appear as a witness, including but not limited to
48 cases in which the employee is a victim of a crime. School related court

1 orders or subpoenas would be considered school business leave.

2
3 Employees may use Personal Necessity Leave to obtain or attempt to
4 obtain a temporary restraining order, restraining order or other injunctive
5 relief to help ensure the health, safety or welfare of the employee or
6 his/her child when the employee is a victim of domestic violence.

7
8 Prior to taking time off for a court appearance, an employee shall give
9 reasonable notice to his/her supervisor unless an unscheduled or
10 emergency court appearance is required for the health, safety or welfare
11 of an employee who is a domestic violence victim or his/her child. When
12 an unscheduled or emergency court appearance is required, the
13 employee shall provide, within a reasonable time after the appearance,
14 evidence from the court or prosecuting attorney that he/she has appeared
15 in court.

16
17 Notices, summons and subpoenas for court appearances shall be
18 submitted to the district office, within a reasonable time, when requesting
19 leave.

- 20
21 4. Except in emergency situations, employees who intend to take personal
22 necessity leave shall notify the Principal or the Management Team member
23 designated by the Superintendent in writing no later than noon on the
24 previous school day.

25
26 F. Pregnancy Disability Leave

- 27
28 1. Employees who are not on leave and are in the current employ of the District
29 are entitled to use personal illness and injury leave (Section A) for disabilities
30 caused or contributed to by pregnancy, miscarriage, childbirth, and recovery
31 there from on the same terms and conditions governing leaves of absence
32 from other illness or medical disability. Such leave shall not be used for child
33 care, child rearing, or preparation for child bearing, but shall be limited to
34 those disabilities as set forth above.

35
36 The length of such disability leave, including the date on which the leave
37 shall commence and the date on which the duties are to be resumed, shall
38 be determined by the employee and the employee's physician; however, the
39 District Administration may require a verification of the extent of disability
40 through a physical examination of the employee, at District Administration
41 expense, by a physician appointed by the District Administration.

- 42
43
44 2. The physician's statement of expected date of confinement shall be
45 submitted to the Human Resources Office no later than the end of the fourth
46 (4th) month of pregnancy.

47
48 G. Maternity Leave

- 1
2 1. Classified employees of the District shall be granted a leave for maternity
3 purpose upon written application to the Superintendent, or his/her designee,
4 through the Management Team member designated by the Superintendent.
5 The beginning and ending dates of the leave shall be determined by the
6 Superintendent, or his/her designee, on the basis of the employee's physical
7 condition as certified by her physician.
8
- 9 2. After a unit member has been released from Pregnancy Disability Leave
10 by her physician, the unit member may request Maternity Leave.

11
12 Maternity Leave is the first 38 regular, consecutive workdays following the
13 unit member's release from Pregnancy Disability Leave. During Maternity
14 Leave the unit member shall continue to receive the difference between
15 her pay and Step A of the Salary Schedule. No unit member will receive
16 both regular and differential pay.

17
18 During Maternity Leave the unit member shall continue to receive health
19 and welfare benefits in the same manner as established prior to Maternity
20 Leave. Beyond the 38 regular, consecutive workdays of Maternity Leave
21 the unit member may request a Child Rearing Leave.

22
23 H. Parental/Adoptive Leave

24
25 When a child is born to a unit member's spouse or domestic partner, or when a
26 unit member adopts a child that is less than eighteen (18) years of age, the unit
27 member shall be entitled to up to a total of five (5) days of paid leave. The leave
28 may be taken during the birth of the child and/or immediately following the birth of
29 the child or after the placement of the child in the adoptive home.
30

31 I. Child Rearing Leave

- 32
33 1. Child Rearing Leave, without pay or other benefits, may be granted to a
34 bargaining unit member. The unit member may continue any health and
35 welfare benefits at their own expense during this leave.
36
- 37 2. The employee shall request such leave as soon as practicable, but under no
38 circumstances less than thirty (30) work days prior to the date of which the
39 leave is to begin. Such request shall be in writing and shall include a
40 statement as to the date the employee wishes to begin and end the leave
41 without pay.
42
43
- 44 3. Following the birth of a child, a classified employee may apply for child-
45 rearing leave for a period of six (6) months with the option to renew for an
46 additional six (6) months.
47

- 1 4. The bargaining unit member is not entitled to the use of any accrued sick
2 leave or other paid leave when on leave for child rearing.
3
- 4 5. Unit members shall not suffer a diminution of employment status due to
5 being on Child Rearing Leave.
6

7 J. Industrial Accident and Illness Leave
8

- 9 1. An employee who is required to be absent due to injury or illness who is
10 found by Workers' Compensation laws to be injured as a result of his/her
11 employment shall be subject to the following provisions:
12
 - 13 a. Leave of absence shall be granted, at full pay, for sixty (60) working
14 days in any one fiscal year for the same accident. Such leave shall
15 not be accumulative from year to year. Industrial accident and illness
16 leave shall commence on the first day of absence and when the sixty
17 (60) days will overlap into the next fiscal year, the employee shall be
18 entitled to only the unused amount remaining at the end of the fiscal
19 year in which the illness or injury occurred for the same illness or
20 injury.
21
 - 22 b. Payment for wages lost on any one day shall not, when added to an
23 award granted the employee under worker's compensation, exceed
24 the normal wage for the day as a member of the bargaining unit.
25 During all paid leaves of absence, whether industrial accident, sick
26 leave, vacation leave, or compensated time off, the employee shall
27 endorse to the District wage loss benefit checks received under
28 worker's compensation. The District, in turn, shall issue the employee
29 appropriate warrants for payment of wages and shall deduct normal
30 retirement and other authorized contributions and deductions.
31
 - 32 c. Industrial accident and illness leave shall be used in lieu of sick leave
33 until such leave has been exhausted. When entitlement to industrial
34 accident and illness leave has been exhausted, accumulated sick
35 leave shall then be used. If an employee is receiving worker's
36 compensation, he/she shall be entitled to use only so much of his/her
37 accumulated sick leave, compensating time off, or vacation leave
38 which, when added to the worker's compensation, will provide for a
39 full day's salary as a member of the bargaining unit.
40
 - 41 d. Periods of leave of absence due to industrial illness or illness, paid or
42 unpaid, shall not be considered to be a break in service of the
43 employee.
44
 - 45 e. When all available leaves of absence, paid or unpaid, have been
46 exhausted and if the employee is not medically able to assume
47 his/her duties, he/she shall be placed on a re-employment list for a
48 period of thirty-nine (39) months and, when available, be employed in
a vacant position comparable to his/her previous assignment over all

1 other available candidates except for a re-employment list established
2 because of lack of work or lack of funds, in which case he/she shall
3 be listed in accordance with appropriate seniority regulations.
4

5 f. Any employee receiving benefits for industrial accident and illness
6 leave shall remain in California unless the District Administration
7 authorizes travel outside the state.
8

9 g. An employee who has been medically released to return to duty and
10 who fails to accept an appropriate assignment shall be dismissed.
11

12 K. Paid Family Leave
13

14 The District Administration may grant Personal leaves to covered employees
15 under the California Paid Family Leave (PFL) Insurance Program. Employees
16 are required to use up to two (2) weeks of earned Vacation time before the start
17 of the Personal leave.
18

19 PFL is a component of the State Disability Insurance Program (SDI) administered
20 by the State Employment Development Department (EDD). Actual benefits, if
21 any, are determined solely by EDD.
22

23 An employee entitled to SDI shall receive in addition a portion of their accumulated
24 sick leave with pay to equal, but not exceed, the regular earnings of the employee.
25 The District shall maintain group health insurance coverage for an employee on PFL
26 on the same terms as if the employee continued to work for a period of up to six
27 weeks.
28

29 PFL provides up to six weeks (42 days), within a 12-month period, of benefits for
30 eligible employees who request time off work to care for a seriously ill child, spouse,
31 parent, domestic partner, or to bond with a new minor child.
32

33 PFL benefits run concurrently with any benefits to which an employee may be
34 eligible under Maternity Leave, Child Rearing Leave, Parental Leave, Adoptive
35 Leave, and Family Care Leave.
36

37 Upon the conclusion of the PFL, the District shall return the employee to his/her
38 former position, or in the absence of same, to a similar position if one exists.
39 Employees on PFL shall return to work with no loss of seniority.
40

41
42 L. Family Care Leave
43

44 The District Administration will grant leaves to qualified employees under the
45 California Family Rights Act of 1991 and/or the Federal Family and Medical Leave
46 Act of 1993 (see Administration Regulation 4261.8).
47

1 M. Catastrophic Leave Bank

- 2
- 3 1. A catastrophic sick leave bank shall be set up by the District Administration
- 4 for members of the bargaining unit who have a major illness or injury and
- 5 who are out of sick leave. There shall be a panel of two District
- 6 Administrators and two CSEA members, appointed by the CSEA Executive
- 7 Committee to determine who is eligible for the leave. A committee of District
- 8 Administrators and the CSEA Executive Committee shall meet and develop
- 9 criteria for the granting of the catastrophic leave.

10

11 The bank shall be funded in the following manner:

- 12
- 13 a. The District Administration shall on July 1st of each year, deposit one
- 14 (1) day in the bank for every employee who has used less than one-
- 15 half (1/2) of their allotted sick leave for the preceding year, up to two
- 16 hundred (200) hours maximum.
- 17
- 18 b. When there is an additional need for deposits, the bargaining unit
- 19 members who have a reserve of over twenty (20) days may deposit
- 20 up to two (2) days of their accumulated sick leave in the bank.

21

22 Deposits to the bank shall be by days, but shall be accounted for by hours.

23 Withdrawals shall be by hours.

24

25 N. Bereavement Leave

- 26
- 27 1. Bereavement leave, without loss in pay or deduction from accumulated sick
- 28 leave, shall be granted not to exceed three (3) days, or five (5) days if travel
- 29 to a point more than 150 miles distance is required, for critical illness or
- 30 death in the immediate family. The immediate family means mother, father,
- 31 grandmother, grandfather, or grandchild of the employee or of the spouse or
- 32 domestic partner of the employee and the spouse, domestic partner, son,
- 33 son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-
- 34 in-law of the employee or any person living in the immediate household of
- 35 the employee.
- 36
- 37 2. If bereavement leave is granted for the critical illness of a member of the
- 38 immediate family and that family members dies within the same fiscal year in
- 39 which the illness occurred, the unit member will be entitled to use the three
- 40 (3) days or five (5) days to which they would be entitled for that family
- 41 member's bereavement, less the days they had used for the critical illness.

42 O. Jury Duty

- 43
- 44 1. Any employee called for jury duty in the manner provided for by law shall be
- 45 granted a leave of absence. When an employee whose regular shift
- 46 commences at 4:00 p.m. or after is called to serve less than a full day on
- 47 jury, that employee shall be excused from regular duties on those days for a

1 like number of hours as that actually spent in response to the jury duty
2 summons, including time necessary for transportation.

- 3
- 4 2. An employee who received a jury duty summons shall submit a copy of the
5 summons. At the conclusion of jury duty, the employee shall submit a
6 statement from the Jury Commissioner's Office specifying the dates and
7 times served by the employee. This shall be attached to the appropriate
8 District form. Payment shall be made to the District in the amount of
9 statutory fees which the employee has received for attendance as a juror,
10 excluding the statutory mileage fee.
- 11
- 12 3. When the absence of a unit member will result in a hardship for the District,
13 the District may appeal to the Court to have the unit member excused from
14 jury duty.
- 15
- 16 4. Notices, summons, and subpoenas for court appearances shall be
17 submitted to the district office, within a reasonable time, when requesting
18 leave.

19

20 P. Legal Duties Leave

- 21
- 22 1. Employees shall be granted leaves to appear in court as witnesses other
23 than litigants or to respond to an official order from another governmental
24 jurisdiction for reasons not brought about through the connivance or
25 misconduct of the employee. Such employees shall receive pay up to the
26 amount of the difference between the employee's regular earnings and
27 any amount received for witness fees.
- 28
- 29 2. Notices, summons and subpoenas for court appearances shall be
30 submitted to the district office, within a reasonable time, when requesting
31 leave.

32

33 Q. Military Leave

- 34
- 35 1. Employees shall be entitled to such leaves of absence and other benefits as
36 are provided by law.
- 37

38

39

40

41

42 R. Emergency Leave

- 43
- 44 1. When, despite the best effort of a unit member to report to work, it proves
45 to be impossible due to a disaster, and when the area the unit member
46 would have had to travel through is subsequently declared a disaster area
47 by the Governor of the State or the President of the United States, the unit

1 member shall not suffer a loss of salary or leave time for the time lost from
2 work.

3
4 S. Personal Reasons Leave

- 5
6 1. Leaves of absence without pay may be granted by the District Administration
7 provided such leave does not seriously inconvenience the District.
8
9 2. Except in cases of verifiable emergency, the request for personal reasons
10 leave shall be made in sufficient time for consideration and approval, as well
11 as that reasonably necessary to secure a substitute or suitable replacement
12 for the employee.
13
14 3. Leaves of up to ten (10) working days may be granted permanent
15 employees. There shall be a full salary deduction for such leave.
16
17 4. After three (3) years of continuous satisfactory service of half time or more,
18 an employee is eligible to request of the District Administration a leave of
19 absence for reasons not listed herein for a period of not more than one (1)
20 year. No salary or employee benefits shall be paid for this leave. The unit
21 member may continue any health and welfare benefits at their own expense
22 during this leave.
23
24 5. An employee on leave must advise the District by March 31, in writing, of
25 their intent to return to their full position effective July 1 of the new school
26 year; otherwise the employee will be presumed to have resigned his/her
27 position. The unit member on leave shall receive a written reminder from the
28 District no less than thirty (30) days prior to the March 31 deadline.
29
30

31 **ARTICLE 10**

TRANSFER

32
33 A. Transfer

34
35 A transfer is a change in a unit member's work site. The employee maintains the
36 same job and the same salary.

37
38 In the case of a transfer, the following factors will apply when a new position is
39 created or an existing position becomes vacant:

40
41 The District Administration will notify the Association President and each work
42 site in time to provide a minimum ten (10) day posting period so that unit
43 members may be fully aware of the transfer opportunity.

44
45 When two (2) or more unit members apply for transfer consideration within the
46 ten (10) day posting period, the District Administration will interview those unit
47 members prior to interviewing outside candidates.

1
2 Should no unit member be selected for the position, those who applied will be told
3 why they were not selected.
4

5 When fewer than two (2) unit members apply for the position they will be
6 guaranteed an interview along with any outside candidates selected for interview.
7

8 Unit members that are not selected for transfer may, upon request, meet with the
9 appropriate administrator who shall critique their interview and offer constructive
10 counseling on how to improve their chance for success in the future.
11

12 B. Administrative Transfer
13

14 Except in the case of an emergency, it shall be the policy of the District
15 Administration to give five (5) days advance notice in cases of involuntary transfer.
16

17 C. Promotion
18

19 A promotion is a change in job status such that the unit member moves up to a
20 higher level on the salary schedule.
21

22 In the case of a promotion the following factors will apply when a new position is
23 created or when an existing position becomes vacant:
24

25 The District Administration will notify the Association President and each work
26 site in time to provide a minimum ten (10) day posting period so that unit
27 members may be fully aware of the promotion opportunity.
28

29 When two (2) or more unit members apply for a promotion consideration within
30 the ten (10) day posting period, the District Administration will interview those unit
31 members prior to interviewing outside candidates.
32

33 Should no unit members be selected for the position, those who applied will be
34 told why they were not selected.
35

36 When fewer than two (2) unit members apply for the position they will be
37 guaranteed an interview along with any outside candidates selected for interview.
38

39
40
41 Unit members that are not selected for promotion may, upon request, meet with
42 the appropriate administrator who shall critique their interview and offer
43 constructive counseling on how to improve their chance for success in the future.
44

45 Employees desiring transfer or promotion shall submit the appropriate form to the
46 Human Resources Division. Forms shall be considered active during the school
47 year when filed and through the summer months prior to the start of the next

1 school year. It shall be the responsibility of the employee to provide the Human
2 Resources Division with the current address to which vacancy notices should be
3 sent. It shall be the responsibility of the unit member to submit a Advancement
4 or Transfer form to the Human Resources Division prior to the end of the school
5 year if they want to be considered for a vacancy that may open during the
6 summer months.

7
8 The District hiring protocol, Administrative Regulation 4111 (Recruitment and
9 Selection), will be used by the selection hiring committee in all cases.

10
11
12 **ARTICLE 11**

SAFETY CONDITIONS

- 13
14 A. It is the desire and responsibility of the Petaluma School Districts to provide a safe
15 and healthy workplace and working conditions for all staff members. To this end,
16 members of the bargaining unit are required to promptly report unsafe working
17 conditions to the Management Team member designated by the Superintendent
18 immediately upon the identification of said conditions. This obligation is based upon
19 the desire of Administration and the Association to insure safe working conditions
20 for employees and the appreciation for reports and/or suggestions pursuant to this
21 joint goal. Having received such reports of unsafe working conditions, it shall be the
22 responsibility of District Administration to promptly investigate and, where
23 appropriate, proceed with plans by which the unsafe condition will be remedied.
24
25 B. For purpose of this article, the immediate supervisor in the elementary schools shall
26 be the school principal. In the case of secondary schools, as well as the various
27 offices and regular work sites, the immediate supervisor shall be the Management
28 Team member designated by the Superintendent in charge of the office or work
29 site. Such designation shall be made known to employees.
30
31 C. When the Superintendent or his/her designee determines that working conditions
32 and/or items of equipment are hazardous to life, health or limb, employees directly
33 affected will be assigned other duties. Should the employee disagree with the
34 above determination, he/she may file a grievance.
35
36 D. When the Superintendent, or his/her designee, determines that specific job
37 assignments reasonably require safety equipment and/or apparel, the District
38 Administration shall furnish such items.
39
40 E. Administration representatives will share all information and reports in their
41 possession regarding asbestos with the bargaining unit representatives. The
42 parties agree that such information should be shared no less than twice per year as
43 part of the scheduled responsibilities of the Employer-Employee Relations
44 Committee. The specific scheduling of such semi-annual reports shall be at the
45 mutual convenience of Administration and Association representatives.
46
47

1 **ARTICLE 12**

TRAINING

- 2
- 3 A. The President of the CSEA Petaluma Chapter #212 shall appoint a committee to
- 4 coordinate staff development with the District. Staff development shall be subject to
- 5 the collective bargaining process.
- 6

7

8 **ARTICLE 13**

PROFESSIONAL GROWTH

- 9
- 10 A. Unit members who wish to increase their efficiency and effectiveness on the job are
- 11 encouraged to undertake appropriate courses and/or inservice experiences for this
- 12 purpose. Credit for professional growth shall be granted under the following
- 13 conditions.
- 14

- 15 1. Prior approval must be obtained from the Management Team Member
- 16 designated by the Superintendent.
- 17

- 18 2. Prior approval must also be obtained from a Professional Growth Committee
- 19 composed of three unit members appointed by the Chapter President and
- 20 two members of the District Management Team.
- 21

- 22 3. Pre-approval of the Management Team Member designated by the
- 23 Superintendent and the Professional Growth Committee may be given for:
- 24

- 25 a. Coursework:

26 College and Community College Courses

27 Adult Education Courses

28 Correspondence Courses

29 Trade Schools (including Business Colleges)

30

- 31 b. Individual Research (within a program meeting established criteria)
- 32

- 33 c. District In-Service Workshops/District-wide Staff Development
- 34

- 35 d. Special Activities:

36 Lecture Series

37 Institutes

38 Educational Conferences

39 Workshops

- 40 4. District professional growth credit shall not be considered appropriate except
- 41 as the projected coursework can reasonably be expected to contribute to the
- 42 efficiency and effectiveness of the unit member in his/her present
- 43 assignment and in other areas of the classified service to prepare for
- 44 promotional or transfer opportunities. In that context, coursework deemed to
- 45 be appropriate would include one or more of the following:
- 46

- 47 a. Communication skills (speech, writing, English, bilingual ability, and

1 other job-related skills)

2
3 b. Inter-personal relations skills (psychology, sociology, operation of an
4 organization, and other job-related skills)

5
6 c. Technical skills (typing, computer skills, carpentry, gardening, and
7 other job-related skills)

8
9 5. After gaining pre-approval from the Management Team Member designated
10 by the Superintendent and the committee as noted, the unit member will
11 undertake the professional growth experience. Upon successful completion
12 of such experience, the unit member will apply for final approval and credit
13 recommendation from the Management Team Member designated by the
14 Superintendent and Professional Growth Committee. Successful completion
15 will be a grade of "C" or better in those cases where a grade is given, or a
16 "pass" if on a pass/fail system. Necessary forms will be supplied by the
17 District.

18
19 6. a. A unit of professional growth shall be defined as ten (10) hours of
20 actual instruction. A college semester unit shall count as thirty (30)
21 hours of instruction or three (3) professional growth units. Unit
22 members shall be entitled to receive credit for up to nine (9) units per
23 year and a maximum of twenty-seven (27) units in the professional
24 growth program.

25
26 b. Unit members shall be entitled to one (1) additional day of vacation
27 per year, effective July 1 of the ensuing school year, for each nine (9)
28 units that are successfully completed.

29
30 c. As an alternative to an additional day of vacation for each nine (9)
31 units successfully completed, the unit member may elect to be paid
32 a stipend of \$135 per year. This stipend shall be prorated as the
33 number of hours a unit member works per week bears to forty (40).
34 The stipend shall be paid to the unit member over the course of
35 their work year and shall be considered a part of their regular pay.

36
37 7. All professional growth experiences submitted for credit must be
38 accomplished on the unit member's own time and at the unit member's own
39 expense.

40 **ARTICLE 14**

PROCEDURES FOR EVALUATION

41
42 A. All original appointments of employees shall be to a probationary period of six (6)
43 months. At the option of the District Administration, the probationary period may be
44 extended for an additional six (6) months to reach a total of one (1) calendar year.
45 A probationary employee may be demoted, suspended, or dismissed at any time
46 during the probationary period and such action shall not entitle the employee to a
47 hearing before the Board of Education. An employee who serves the required

1 period in a satisfactory manner shall be classified as a permanent employee and
2 shall be subject to disciplinary action for cause only.

3
4 1. An employee who is promoted is in this probationary status insofar as being
5 subject to suspension, demotion, or dismissal during this period of time. A
6 permanent employee who is serving a probationary period as a result of a
7 promotion, and who is found unsatisfactory in the higher position, shall be
8 reinstated in permanent status in his/her former position unless there is
9 cause for dismissal as provided for in Board of Education policy and/or
10 District regulations and not in conflict with law.

11
12 2. The District Administration shall establish and maintain a continuing program
13 of employee performance evaluation. The program shall include provisions
14 for preparation of written evaluations by the appropriate Management Team
15 member designated by the Superintendent and a conference for the purpose
16 of making the results of such evaluations known to the employee. The
17 purpose of the performance evaluation is to provide the employee with
18 feedback on his/her performance.

19
20 3. Association and Administration representatives agree that the evaluation
21 procedure should be taken with all seriousness as an important component
22 of jointly rendering the finest possible service to Petaluma students. It is
23 agreed that a brief conference should be scheduled between the
24 Management Team member designated by the Superintendent and the unit
25 member in order to discuss the written evaluation. It shall be the
26 responsibility of the Superintendent or his/her designee to advise
27 Management Team representatives of this positive and mutually beneficial
28 process.

29
30 At the conference, a copy of the evaluation shall be presented to the
31 employee. The employee will be asked to sign the evaluation simply
32 signifying that he/she has seen it. The employee may add additional
33 comments, either on the evaluation form or on a separate piece of paper,
34 which will be part of that evaluation for personnel file purposes. If such
35 additional comments are submitted to the Management Team member
36 designated by the Superintendent within a five-day period, they will be
37 appended to the evaluation prior to initial filing in the Human Resources
38 Division. If such additional comments are submitted after the five-day period,
39 they should be forwarded directly to the Superintendent's designee in the
40 Human Resources Division where they will be appended to the original
41 evaluation.

42
43 4. It is the desire of the District Administration that no evaluation of any
44 employee be filed without an opportunity for discussion between the
45 employee and the evaluator. When a unit member has been rated as
46 unsatisfactory, and follow-up meetings are scheduled in order to discuss
47 his/her progress since the unsatisfactory evaluation, sufficient notice shall be

1 made so that the unit member may request a CSEA representative or other
2 bargaining unit member to be present at such meeting. When a conference
3 is scheduled in order to discuss an unsatisfactory evaluation, or the follow-up
4 thereto, it shall be the responsibility of the Management Team member
5 designated by the Superintendent to inform the unit member that he/she may
6 request such representation.
7

8 5. Negative evaluations shall include recommendations for improving areas of
9 performance cited as less than satisfactory. A follow-up meeting will be
10 scheduled in approximately thirty (30) days in order to discuss the unit
11 member's progress following such evaluation.
12

13 B. A unit member may be given a Notice of Concern when the Management Team
14 Member designated by the Superintendent believes he/she is not performing
15 satisfactorily. Such notice shall include specific reason(s) for concern and specific
16 written recommendation(s) for improvement. The unit member shall be informed if
17 the Notice of Concern will be placed in his/her personnel file and that he/she has ten
18 (10) days to append a response.
19

20 C. The continued employment of permanent employees is contingent upon satisfactory
21 performance of assigned duties and personal fitness. A permanent employee may
22 be demoted, suspended, or dismissed for cause. The parties acknowledge a
23 mutual interest in maintaining a work force of the highest quality.
24
25

26 **ARTICLE 15**

26 **DISCIPLINE AND DISMISSAL**

27 A. Disciplinary Action – Definitions

28 The following disciplinary actions may be taken by the District against a
29 permanent employee for cause as set forth in Section B.
30
31

- 32 1. Dismissal – Removal from the employment of the District.
- 33 2. Suspension – Temporary removal from the employment of the District for
34 a specified period of time.
- 35 3. Involuntary Demotion – Placement in a lower classification as a result of
36 disciplinary action.
- 37 4. Involuntary Transfer – Placement at a different site as a result of
38 disciplinary action.
39

40 B. Cause

41 A permanent employee may have disciplinary action taken against him/her only
42 for cause, including but not limited to the following:
43
44

- 45 1. Neglect of duty
- 46 2. Incompetence
- 47 3. Violation of rules and regulations

- 1 4. Insubordination
- 2 5. Dishonesty while on duty
- 3 6. Unfit for duty due to the use of any alcoholic beverage, non-prescribed
- 4 drug or controlled substance, including prescribed drugs if abused, while
- 5 arriving or on duty, at any district workplace.
- 6 7. Immoral conduct
- 7 8. Illegal use of narcotics
- 8 9. Conviction of a sex offense as defined in Education Code Section 44010,
- 9 conviction of narcotics offense in Section 44011, or conviction as a sexual
- 10 psychopath in Article I, Chapter I, Part 1.5, Division 6 of the Health and
- 11 Welfare Code
- 12 10. Chronic, unexcused tardiness
- 13 11. Unauthorized absences from work
- 14 12. Chronic inability to work harmoniously with others while on duty
- 15 13. Discourteous treatment of the public, fellow employees or students
- 16 14. Willful damage to District property or willful waste of public supplies or
- 17 equipment
- 18 15. Disorderly conduct
- 19 16. Failure to maintain licenses or certificates required by law for the job
- 20 17. Abuse of sick leave
- 21 18. Failure to disclose material facts on application forms or employment
- 22 records concerning material matters
- 23 19. Willful violation of the State law(s) while on duty
- 24 20. Ongoing actions which disrupt the functioning of the District.

25
26 C. Time Limitations

27
28 If disciplinary action is initiated against a permanent employee, the specific
29 charge(s) shall not include any cause which arose prior to the employee's
30 becoming permanent, nor for any cause which arose more than two years
31 preceding the filing of the Notice of Disciplinary Action.

32
33 D. Procedures

34
35 Progressive steps shall be utilized in handling discipline where appropriate. The
36 discipline shall be commensurate with the offense. The following actions will
37 generally be followed in order, unless the seriousness of the offense warrants a
38 higher level of discipline:

- 39
- 40 1. Informal verbal warning conference and written notice
- 41 2. Written reprimand
- 42 3. Discipline less than demotion or dismissal by Assistant Superintendent,
- 43 Human Resources
- 44 4. Discipline to the Board (up to and including dismissal)
- 45

46 Step 1: Informal Verbal Warning Conference and Written Notice

47

1 Generally, before an employee receives a written reprimand, the employee is
2 counseled about expected conduct and performance through discussion with the
3 supervisor and a review of the job description, the specific responsibilities
4 assigned, and any employee action or omission which falls under cause for
5 possible disciplinary action. Training, where appropriate, will be provided to assist
6 the employee in meeting the requirements of the job. Timelines for improvement
7 to occur will be provided.
8

9 The employee may be represented at the informal conference by a
10 representative of his/her choice. A written record of this conference will be
11 retained by the supervisor and a copy given to the employee. No copy of these
12 written records shall be made a part of the employee's personnel file unless
13 included in subsequent disciplinary correspondence.
14

15 Step 2: Written Reprimand

16
17 When the employee has been determined to have committed an act which
18 constitutes cause for disciplinary action, the immediate supervisor shall give to
19 the employee a written notice which describes any rules violated, the acts or
20 omissions that constitute the cause, and the expected level of conduct and
21 performance. The notice shall include suggested remediation and shall outline
22 the consequences of failure to remediate. The notice shall include a plan of
23 assistance as well as timelines to show improvement. The supervisor will meet
24 with the employee to discuss the misconduct and expectations. The employee
25 may be represented at the meeting by a representative of his/her choice.
26

27 Upon receipt of written reprimand, the employee shall have ten workdays to
28 respond in writing to the charge(s); this time may be extended by mutual
29 agreement. The written reprimand and the employee's response, if any, will be
30 placed in the employee's personnel file. The employee shall have the right to
31 meet with the Assistant Superintendent, Human Resources or designee to review
32 and discuss the written reprimand. If the employee requests a meeting it shall
33 take place prior to the letter being placed in the personnel file.
34

35 Step 3: Discipline less than demotion or dismissal by Assistant Superintendent, 36 Human Resources

37
38 A permanent classified employee may be suspended for three days or less
39 without pay or be involuntarily transferred by action of the Assistant
40 Superintendent, Human Resources.
41

42 Before making the final decision on the suspension or involuntary transfer, the
43 employee will be given a written notice of the charges and an opportunity to meet
44 with the Asst. Superintendent, Human Resources. The employee will have the
45 right to have union representation of his/her choice at this meeting. The purpose
46 of the meeting is to review the charges, the documents supporting the charges,
47 and the response of the employee.

1
2 The final decision of the Assistant Superintendent, Human Resources will be
3 made within three working days of the meeting. The decision of the Assistant
4 Superintendent shall be final and submitted in writing to the employee and
5 his/her CSEA Representative.
6

7 Step 4: Discipline to the Board (up to and including dismissal)
8

9 When cause exists for more serious disciplinary actions listed in Section A of this
10 Article (Suspension of more than three days without pay, involuntary demotion,
11 dismissal) the immediate supervisor shall notify the Assistant Superintendent,
12 Human Resources who will prepare a written notice of the specific charge(s)
13 against the employee, a statement of the right to a hearing on such charges, the
14 time within which such hearing may be requested (five days), and a card or
15 paper, the signing and filing of which shall constitute a request for a hearing and
16 a denial of all charges. Failure to request a hearing within five (5) days
17 constitutes a waiver of the right to a hearing.
18

19 The employee may upon request have copies of the material in his/her personnel
20 file.
21

22 E. Hearing
23

24 If the employee does not request a hearing by the specified date, the Board shall
25 determine if cause exists for discipline and take action without a hearing.
26

- 27 1. If the employee does request a hearing by the specified date, the hearing
28 shall be conducted in accordance with Board Policy 4218, as existing in
29 April 2005.
30

31 The hearing shall be held within a reasonable period of time but not less
32 than five (5) calendar days after filing of a request for a hearing.
33

34 The employee may be represented at a hearing by a representative of
35 his/her choice. Outside counsel may be obtained at his or her own
36 expense.
37

38 A reporter or mechanical recording device shall record the hearing.
39

- 40 2. The decision of the Board shall be final.
41

42 F. Emergency Discipline/Dismissal
43

44 1. Emergency Situations:

45 If the employee's continued presence at the worksite constitutes a danger
46 or jeopardizes the welfare of the employee, other staff, and/or students or
47 threatens to disrupt the educational program, the supervisor,

1 superintendent or designee may suspend the employee immediately and
2 schedule a subsequent informal conference when the emergency is over.

3
4 The employee shall be entitled to pay during any such suspension unless
5 those days are included in the disciplinary action.

6
7 2. Administrative Leave:

8 Any permanent bargaining unit member may be placed on administrative
9 leave from duty with pay pending a determination of whether or not
10 discipline will be recommended by the Assistant Superintendent, Human
11 Resources. If discipline is recommended, paid administrative leave will
12 continue pending a decision by the Board of Trustees unless the
13 employee is allowed to return to work by the Assistant Superintendent,
14 Human Resources.

15
16 3. Sex or Narcotics Offenses - Compulsory Leave:

17 Any permanent bargaining unit member charged with the commission of
18 any sex offense as defined in, but not limited to, Education Code Section
19 44010, or with the commission of any narcotics offense as defined in, but
20 not limited to, Education Code Section 44011, may be placed on
21 compulsory leave of absence pending a final disposition of such charges.

22
23 Any permanent bargaining unit members placed on compulsory leave
24 shall continue to be paid his or her regular salary during such leave if he
25 or she furnishes to the District a suitable bond to guarantee that the
26 permanent bargaining unit member will repay the salary paid during the
27 compulsory leave in case the permanent bargaining unit member is
28 convicted of such charges or fails to return to service following expiration
29 of the compulsory leave. If the permanent bargaining unit member does
30 not furnish a bond and if the permanent bargaining unit member is
31 acquitted of such offense, or the charges dropped, the District shall pay to
32 the permanent bargaining unit member upon his or her return to service,
33 the full amount of salary which was withheld during the compulsory leave.

34
35 G. Notification of Employee Organization

36
37 At the request of the employee, copies of all communications regarding
38 disciplinary action, which are sent to the employee affected, shall be sent to the
39 President of CSEA Chapter #212.

40 **ARTICLE 16**

GRIEVANCE PROCEDURE

41
42 A. Definitions

- 43
44 1. A "grievance" is an allegation by a grievant that he/she has been adversely
45 affected by a violation of the specific provisions of this Agreement. Actions to
46 challenge or change the policies of the District as set forth in District policy or
47 administrative regulations or procedures must be undertaken under separate

1 legal processes. Other matters for which a specific method of review is
2 provided by law, by the policies, rules and regulations of the Board of
3 Education, or by the Administrative Regulations and procedures of this
4 school district are not within the scope of this procedure.
5

6 2. A "grievant" is any member of the bargaining unit covered by this contract
7 with an alleged grievance.
8

9 3. A "day" is any day in which the central administrative offices of the Petaluma
10 School Districts are open for business.
11

12 4. The "immediate supervisor" is the lowest level Management Team member,
13 having immediate jurisdiction over the grievant, who has been designated by
14 the Superintendent to adjust grievances.
15

16 B. Miscellaneous
17

18 1. Grievances shall be processed in the order received. No supervisor shall be
19 required, within a five-day period, nor the Superintendent or his/her designee
20 within a ten-day period, to handle more than one grievance. If more than
21 one grievance is pending during these time limitations, time limits imposed
22 upon the employee shall be extended correspondingly. Notwithstanding the
23 above, the District Administration agrees with the goal of handling all
24 employee grievances as expeditiously as possible, particularly at the informal
25 level. The District Administration further agrees with the goal of handling
26 employee grievances concerning matters of health and safety in particularly
27 expeditious fashion. Accordingly, the Association agrees that the grievance
28 procedure will never be used as concerted activity or as harassment.
29

30 2. An employee may be represented in all stages of the formal grievance
31 procedure by himself/herself, or, at his/her option, by a representative of
32 his/her choice.
33

34 3. Time limits for appeal provided at each level shall begin the day following
35 receipt of written decision by the parties of interest.
36
37

38
39 4. The Association may present, process or appeal a grievance concerning
40 Article 3, Association Rights. These grievance actions shall be filed at Level
41 II.
42

43 5. Failure to appeal a decision at any level within the time limit specified
44 constitutes acceptance of decision.
45

46 6. All documents, communications and records dealing with the processing of a
47 grievance shall be filed separately.

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- 47
7. During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made known to the non-school public without the written agreement of all parties.
8. A grievance that is not in the jurisdiction of the immediate supervisor may be submitted at Level II.
9. During the appeal(s) period of any grievance, the grievant shall continue the assigned functions until the resolution of the grievance is final.
10. In the event an employee is not represented by the Association in a grievance matter, any proposed resolution shall not be considered final until the Association has had an opportunity for review and comment.

C. Procedure

1. Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve it by a private, informal conference with his/her immediate supervisor. Failure to file a formal grievance within the specified time limits invalidates the grievance.

2. Formal Level

a. Level I

Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor. The twenty (20) days time limit shall be tolled when the grievant is on vacation or on other approved leave.

This statement shall be a clear, concise statement of the alleged grievance, the circumstances involved, the decisions rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance.

If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits either party may request a personal conference. In the case of this conference, as well as all subsequent conferences, the grievant may arrange for a CSEA representative or other bargaining unit member to be present.

1
2 In the case of allegations of a violation, misinterpretation or
3 misapplication which are district-wide in implication and which have
4 been processed through the informal level by at least a single unit
5 member, the Association may file a single grievance on behalf of all
6 complainants involved. This grievance shall be filed at Level II.

7
8 b. Level II

9
10 In the event the grievant is not satisfied with the decision at Level I,
11 he/she may appeal the decision with ten (10) days to the Assistant
12 Superintendent, Human Resources. This statement should include a
13 copy of the original grievance, the decision rendered, and a clear,
14 concise statement of the reasons for the appeal.

15
16 The Assistant Superintendent, Human Resources, shall communicate
17 his/her decision within ten (10) days after receiving the appeal. Either
18 the grievant or the Assistant Superintendent, Human Resources, may
19 request a personal conference within the above time limits. If the
20 Assistant Superintendent, Human Resources, does not respond
21 within the time limits, the grievant may appeal to the next level.

22
23 c. Level III

24
25 If the grievant is not satisfied with the decision at Level II, he/she may,
26 within five (5) days, appeal the decision in writing to the
27 Superintendent, or his/her designee. This statement shall include a
28 copy of the original grievance and appeal, the decisions rendered and
29 a clear, concise statement of the reasons for the appeal.

30
31 The Superintendent, or his/her designee, shall communicate his/her
32 decision to the grievant within ten (10) days. Either the
33 Superintendent, his/her designee, or the grievant may request a
34 personal conference within the above time limits.

35
36
37 d. Level IV

38
39 In the event the grievant is not satisfied with the decision at Level III,
40 the grievant may, within five (5) days after the receipt of the decision
41 from the Superintendent, or his/her designee, request, in writing, that
42 CSEA submit the grievance to a three-person panel. CSEA, by
43 written notice to the Superintendent within ten (10) days after the
44 receipt of the request from the grievant, may elect to submit the
45 grievance to a three-person panel. If CSEA declines to submit the
46 grievance to a three-person panel, the grievant or CSEA may submit
47 the grievance directly to the Board of Education for a final decision.

1
2 The panel shall be composed of one member selected by CSEA, one
3 member selected by the District Administration, and the third member
4 jointly selected by the other two. Each side shall select their
5 representative within five (5) days of the request from CSEA. The two
6 representatives shall select the third member within ten (10) days.
7 The panel shall conduct a hearing at which both parties may present
8 evidence. After concluding the hearing, the panel shall prepare a
9 report listing the issues, the pertinent facts found at the hearing, and
10 recommendation for resolution. The report shall be sent to the Board
11 of Education with copies to the grievant, CSEA, and the
12 Superintendent.

13
14 The panel's report shall be binding on both parties, provided,
15 however, that the Board of Education, within fifteen (15) days of the
16 receipt of the report may reject all or part of the report.
17

18 Costs of the services of the third panel member and any costs of the
19 hearing shall be borne equally by the District Administration and
20 CSEA. However, if the Board rejects all or part of the panel's report,
21 the costs of the services of the third panel member and costs of the
22 hearing shall be borne by the District Administration.
23
24

25 **ARTICLE 17**

LAYOFF AND REEMPLOYMENT

26
27 A. Layoff and reemployment in the District will be governed by the provisions of the
28 Education Code and other applicable State law.
29

30 1. Classified employees shall be subject to layoff for lack of work or lack of
31 funds. Whenever classified employees are laid off, the order of layoff within
32 a given class shall be determined by length of service. The unit members
33 who have been employed the shortest time in the given class, plus higher
34 classes, shall be laid off first. Reemployment shall be in the reverse order of
35 layoff.
36

37 2. Bargaining unit members hired prior to July 1, 1971, and after June 30, 1993,
38 shall have their seniority based on hire date.
39

40 Bargaining unit members hired after June 30, 1971, and before July 1, 1993,
41 shall have their hours frozen effective June 30, 1993 and a ranking
42 established by hours in each classification they have held.
43

44 Effective July 1, 1993, seniority shall be by descending order as follows:
45

46 a. Hire date prior to July 1, 1971.
47

1 b. Ranking by hours effective June 30, 1993.

2
3 c. Hire date after June 30, 1993.

4
5 3. When, as a result of a reduction or elimination of the service being performed
6 by any department, classified employees are subject to layoff for lack of
7 work, these employees shall be given notice of layoff not less than forty-five
8 (45) days prior to the effective date of the layoff. These employees shall also
9 be informed of their displacement rights, if any, and reemployment rights.

10
11 4. Layoffs may also be necessary for lack of funds in the event of an actual and
12 existing financial inability to pay salaries of classified employees or for
13 causes not foreseeable or preventable by the District Administration. In such
14 cases, the forty-five (45) day notice shall not be required.

15
16 5. When, as a result of the expiration of a specially-funded program, classified
17 positions must be eliminated at the end of any school year, and unit
18 members will be subject to layoff for lack of funds, the employees to be laid
19 off at the end of the school year shall be given written notice forty-five (45)
20 days prior to the effective date of the lay-off. This written notice shall inform
21 them of their layoff effective at the end of the school year and of their
22 displacement rights, if any, and reemployment rights. In the event that the
23 termination date of any specially funded program is other than June 30th,
24 such notice shall be given not less than forty-five (45) days prior to the
25 effective date of their layoff.

26
27 6. If two (2) or more employees subject to layoff have equal seniority, the
28 determination as to who shall be laid off shall be made on the hire date
29 seniority with the employees hired first being retained and if that is equal,
30 then the determination shall be made by lot with the involved employees and
31 their representatives present. Such drawing shall not be determined invalid
32 in the event that one or more employees, or their representatives, are unable
33 (or choose not) to be present.

34
35
36 7. Layoffs shall be conducted on a District-wide basis in reverse order of
37 seniority, as stated before.

38
39 8. Prior to the effective date of the layoff, affected employees may challenge
40 their place on the seniority roster by making objections to the Division of
41 Human Resources which shall review the objections, conduct an audit if
42 requested, and make appropriate corrections if necessary. The results of the
43 audit and/or corrections shall be made known to CSEA and the employee(s)
44 prior to the effective date of the layoff.

45
46 9. When a layoff of classified employees is anticipated by the Administration
47 and as early as practical before any Board action is taken on layoff of

1 classified employees, the District Administration shall notify CSEA in writing
2 of the proposed action. With such notifications the District Administration
3 shall provide CSEA with an updated seniority roster for the classification(s)
4 which will be affected by the layoff and a list of the positions to be abolished.
5 Upon request, the District Administration shall meet with CSEA to negotiate
6 the impact (effects) of the proposed layoff.
7

- 8 10. A list of the employees to be laid off shall be sent to the President of the local
9 CSEA chapter or designee, and the Field Representative, at the time the
10 layoff notices are sent.

11
12 B. Displacement (bumping) Rights

- 13
14 1. Bargaining unit employees who are laid off may exercise bumping rights into
15 an equal or a lower classification which they previously held, providing they
16 meet minimum qualifications and providing they have seniority over those
17 subject to bumping.
18
19 2. Salary placement for the employee exercising bumping rights shall be to the
20 step of the new salary range, which corresponds to the salary which would
21 have been received by the employee had the employee remained in the
22 lower classification during the entire period.
23

24 C. Substitute Employees

25
26 No regular employee shall be laid off from a position while employees serving in a
27 substitute capacity in the same classification are retained unless the employee to be
28 laid off declines the substitute assignment.
29

30 D. Reemployment Rights

- 31
32 1. Unit members who have been laid off because of lack of work or lack of
33 funds are eligible for reemployment for a period of thirty-nine (39) months
34 and shall be reemployed in preference to new applicants. In addition, these
35 unit members shall have the right to apply for promotional opportunities
36 within the District during the 39-month period.
37
38 2. Unit members, who take voluntary demotions or who accept another position
39 with reduced assigned time in lieu of being laid off, shall be granted the same
40 rights as persons laid off and shall retain eligibility to be considered for
41 reemployment for an additional period of twenty-four (24) months (for a total
42 of 63 months). However, the same tests of fitness under which they qualified
43 for employment in the class shall still apply.
44
45 3. An employee who is laid off and is subsequently eligible for reemployment
46 shall be notified in writing by the District Administration of opening(s). Such
47 notice shall be sent by certified mail to the last address given to the District

1 Administration by the employee. CSEA shall be concurrently notified.
2

3 4. An employee on a reemployment list shall have ten (10) workdays to
4 respond to an offer of reemployment from the date it was mailed. Any
5 acceptance by such employee of an assignment to a classification lower than
6 the classification from which he/she was laid off or to the same classification
7 but with fewer hours shall not affect his/her original thirty-nine (39) month
8 rights to reemployment in his/her former classification and with the same
9 number of hours.

10
11 5. An employee given an offer of reemployment to a lower classification, or to
12 the same classification but with fewer hours, does not need to accept
13 reemployment to maintain his/her eligibility on the reemployment list provided
14 the employee notified the District Administration of his/her refusal of
15 reemployment within the time limit. In such cases when all otherwise eligible
16 employees decline such an offer of reemployment, the District Administration
17 may hire permanent replacement employees in such positions. If the
18 employee accepts reemployment, he/she must report to work on the date
19 indicated on the reemployment offer.

20
21 6. Seniority earned at the time of layoff shall be reinstated to the employee
22 subsequently employed by the District Administration with the
23 "reemployment rights" period. Step placement on the salary schedule and
24 sick leave hours earned and unused at time of layoff shall also be restored
25 under this circumstance.

26
27 E. A unit member who was subject to being, or was in fact, laid off for lack of work or
28 lack of funds and who elected service retirement from the Public Employees
29 Retirement System shall be placed on appropriate reemployment list. The District
30 Administration shall notify the Public Employees Retirement System Board of
31 Administration that the retirement decision was due to layoff for lack of work or lack
32 of funds. If the unit member is subsequently offered reemployment and accepts, in
33 writing, the appropriate vacant position, the District Administration shall maintain the
34 vacancy until the Public Employees Retirement System Board of Administration has
35 processed the request for reinstatement from retirement.

36 **ARTICLE 18**

CONCERTED ACTIVITIES

37
38 A. It is the intent of the District Administration and the Association that during the term
39 of this Agreement, the members of the unit shall perform all the duties normally
40 associated with their positions. There shall be no strike, slowdown, work stoppage,
41 sickout, or any other failure to perform assigned duties by the members of the unit.
42 The District Administration agrees not to lockout employees.

43
44 B. If any of the above actions occur during the term of this Agreement, the Association
45 agrees to advise the parties concerned to cease such action.

46
47 C. In the event of violation of this Article, the District Administration may withhold any

1 right granted by this Agreement or by other provisions of District policy or
2 regulations from those employees committing the violation, or from the Association
3 should it be guilty of the violation.
4
5

6 **ARTICLE 19**

SUPPORT OF AGREEMENT

- 7
8 A. The District Administration and the Association agree that it is to their mutual benefit
9 to encourage the resolution of differences through the meet and negotiation
10 process.
11
12 B. Therefore, it is agreed that the District Administration and the Association will
13 support and abide by this Agreement for its term and will not seek to change its
14 provisions other than through the meet and negotiation process.
15

16
17 **ARTICLE 20**

SAVINGS

18
19 A. Savings Clause

20
21 If any provisions of this Agreement are held contrary to law by a court of
22 competent jurisdiction, such provisions will not be deemed valid and subsisting
23 except to the extent permitted by law, but all other provisions of the Agreement
24 will continue in full force and effect.
25

26 B. Replacement for Severed Provisions

27
28 In the event of a suspension or invalidation of any article or section of this
29 Agreement, the parties agree to meet and negotiate, upon request, for the
30 purpose of arriving at a mutually satisfactory replacement for such article or
31 section.
32
33
34
35

36 **ARTICLE 21**

COMPLETION OF MEET AND NEGOTIATE

37
38 Except as otherwise provided in this Agreement, the District Administration and the
39 Association shall not be obligated to meet and negotiate with respect to any subject or
40 matter whether referred to or covered in this Agreement for its duration. This should not be
41 construed as a waiver of association rights concerning negotiations or unanticipated
42 matters which develop during the term of this agreement.
43
44

45 **ARTICLE 22**

DRUG AND ALCOHOL TESTING

46
47 All employees of the District who hold a commercial drivers license and who drive a

1 commercial vehicle in the course of employment with the District shall be subject to testing
2 for alcohol and controlled substances and to discipline as outlined in Board Policy 4212.42.
3
4

5 **ARTICLE 23**

RECLASSIFICATION AND UPGRADE

6
7 A. **Reclassification**

8
9 Reclassification means the redefining of a position to account for changes in
10 duties or work that may alter the nature of the current classification and includes
11 the upgrading of a position to a higher classification as a result of an increase in
12 the level of duties and responsibilities being performed by an incumbent in a
13 position or if the duties being performed by an incumbent are inconsistent with
14 their classification.
15

16 B. **Upgrade**

17
18 Upgrade means the redefining of a position when it is improperly placed on the
19 salary schedule in relation to similar class or positions or the position is out of line
20 with similar positions in a comparison with agreed upon district/county offices of
21 education as to its placement on the salary schedule.
22

23 C. **Procedures for Reclassifications and Upgrades**

24
25 During the month of November reclassification may be requested for any position
26 in Appendix "A" of this Agreement.
27

28 The request for reclassification shall contain the following:
29

- 30 a. The classification or position to be reclassified;
 - 31 b. The existing job description and salary placement;
 - 32 c. The proposed job description and salary placement;
 - 33 d. The basis for the reclassification;
 - 34 e. If a position is reclassified and there is no incumbent, the job shall be posted.
- 35 Reclassification requests shall be reviewed by a panel composed of one (1)
36 District appointee, one (1) CSEA appointee and an arbitrator or other neutral
37 third party agreed upon by the District and CSEA.
38

39 The cost of the arbitrator shall be paid for by CSEA and the District in equal
40 measure.
41

42 The panel shall meet in January 2006 and once every other year in January.
43

44 The panel will offer to meet with the unit member in order for the panel to ask
45 clarifying questions, based on the materials the unit member submitted in
46 November.
47

1 The deliberation of the panel shall take place in closed session. The panel shall
2 make a recommendation to adopt, reject, or modify the reclassification requests.

3
4 Two (2) of the three (3) panel members must agree for a reclassification to be
5 recommended. All panel members shall sign the decision. No dissenting opinion
6 shall be issued.

7
8 The recommendations made by the panel will be forwarded to the Negotiating
9 Teams. The Teams will meet in February to discuss each recommendation and
10 will take a vote to approve or disapprove the panel's recommendation.

11
12 If the specific position being voted on is one that a Negotiating Team member is
13 an incumbent in, they will not vote on that position.

14
15 The majority prevails as long as there is at least one representative of the
16 minority team in agreement with the majority.

17
18 If both sides don't agree the item will remain open for discussion.

19
20 The recommendation of the Panel and the position of the Negotiating Teams will
21 be confidential to the unit members and only the outcome will be shared with
22 them.

23
24 The decision of the Negotiating Teams shall be binding and shall be effective on
25 March first following the decision.

26
27 The unit member whose position is reclassified shall be placed on the step and
28 range of their new classification that provides at least a 5% salary increase.

29
30 Any recommendation for a change in the job description shall be subject to
31 negotiation between CSEA and the District.

32
33
34
35 **D. Not a Reclassification or Upgrade**

36
37 The following does not constitute either a reclassification or an upgrade:

- 38
39
- 40 • Assuming duties on one's own behalf, without the knowledge of
41 management
 - 42 • Workload
 - 43 • Longevity
 - 44 • Excellence in work performance

45
46 **ARTICLE 24**

47 **COMPLAINTS CONCERNING EMPLOYEES**

1 A. Complaints

- 2
- 3 1. Complaints against employees shall be resolved through the district
- 4 complaint policies and procedures.
- 5
- 6 2. The District shall not utilize a complaint by a parent, student or other
- 7 involved person in any manner which might affect the evaluation of an
- 8 employee without first providing the following rights:
- 9
- 10 a. The complaint must be in writing and provided to the employee.
- 11
- 12 b. During the preliminary investigation, the principal/supervisor shall
- 13 hold a conference with the employee and complainant in an attempt
- 14 to resolve the complaint to the satisfaction of the person(s)
- 15 involved.
- 16
- 17 c. The employee has the right of CSEA representation in any meeting
- 18 with the complainant and/or the supervisor.
- 19
- 20 d. The employee has a right to respond in writing to the complaint.
- 21
- 22 e. Information in such a complaint shall not be included in the
- 23 evaluation if it is subsequently proved to be untrue.
- 24
- 25 3. Employees are required to maintain confidentiality throughout the
- 26 complaint process.
- 27
- 28 4. Retaliation against a complainant or a witness is prohibited.
- 29

30 B. Anonymous Complaints

31

32 The District may not evaluate and/or discipline an employee based on an

33 anonymous complaint without verifiable evidence being found through

34 subsequent investigation.