

COLLECTIVE BARGAINING AGREEMENT

REACHED BETWEEN
PETALUMA CITY (ELEMENTARY) SCHOOL DISTRICT
PETALUMA JOINT UNION HIGH SCHOOL DISTRICT

AND

PETALUMA CHAPTER #212
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

JULY 1, 2010 - JUNE 30, 2013

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CSEA, Petaluma Chapter #212

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Joint Union High School Districts

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Petaluma City Elementary and
Joint Union High School Districts

Board Approved:
May 25, 2010 and
February 22, 2011

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1 **ARTICLE 1**

AGREEMENT

- 2
- 3 A. This Agreement, hereinafter referred to as the "Agreement" entered into this 25th
- 4 day of May, 2010, by and between the PETALUMA CITY ELEMENTARY AND
- 5 JOINT UNION HIGH SCHOOL DISTRICTS, hereinafter referred to as "District" or
- 6 as "District Administration", and CHAPTER #212, CALIFORNIA SCHOOL
- 7 EMPLOYEES 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, 2010. 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 2010/11 all Articles shall be reopened except for Article 5 Wages; Article 6,
- 17 section D Work Hours; and Article 8 Health and Welfare. In 2011/12 and
- 18 2012/13 the parties agree to reopen Article 5 Wages; Article 6 Work Hours;
- 19 Article 8 Health and Welfare; and two (2) other Articles of each party's choice.
- 20

21

22 **ARTICLE 2**

RECOGNITION

- 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 Elementary and Joint Union High School Districts shall be
- 38 referred to throughout this Agreement as the "District" or as "District
- 39 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. Job Stewards shall be granted reasonable release time to
42 handle grievance and discipline proceedings.

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

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

45
46
47 B. Salary

1
2 Effective July 1, 2010, the salary schedule hourly rates will be restored to the
3 2008/09 level. Monthly rates will be eliminated from the salary schedule.
4

5 C. Clothing and Equipment
6

7 1. The District will provide an annual clothing/shoe allowance, redeemable at
8 Workforce Boot and Clothing in Petaluma, in the amount of:
9

10 \$150 for Maintenance and Grounds workers, and
11 \$ 75 for Custodians
12

13 2. The District will provide an annual clothing/shoe allowance for the
14 following positions:
15

16 Cafeteria Assistants
17 Cafeteria Managers
18 School Bus/Automotive Technicians
19 Stand By Driver/Mechanic's Helper
20 Warehouse/Delivery Services Coordinator
21 Delivery/Warehouse
22 Food Services Delivery Person
23

24 The amount is determined by the number of hours worked, based on
25 \$75.00, as follows:
26

27 Less than 2 hours per day	25%	or	\$18.75
28 2 hours to less than 4 hours	50%	or	\$37.50
29 4 hours to less than 6 hours	75%	or	\$56.25
30 6 or more hours	100%	or	\$75.00

31

32 Claims for employee expenses shall be requested on a PB 288 form.
33

34 3. The employee must successfully pass probation before he/she is eligible to
35 receive the clothing and equipment allowance.
36

37 D. Retirement Option
38

39 There is no retirement option for the 2009/2010 school year.
40

41 E. Travel Allowance and Reimbursement of Expense
42

43 1. Mileage and expenses shall be paid by the District only as authorized by the
44 Superintendent or his/her designee.
45

46 2. The mileage rate for employees required to use their own vehicle shall be at
47

1 the IRS approved rate.

- 2
- 3 3. Actual and necessary traveling expenses shall be reimbursed by the District
4 on trips authorized by the Superintendent or his/her designee.
- 5
- 6 4. The Superintendent, or his/her designee, may make an advance of funds to
7 cover necessary traveling expense only in cases where, in his/her opinion, a
8 hardship will be worked upon the employee wherein such advance is not
9 made. The employee receiving such advance shall leave with the
10 Superintendent, or his/her designee, his/her personal check for the amount
11 advanced made payable to Petaluma Schools or a statement of receipt for
12 the amount of money advanced. Such advance shall be repaid or adjusted
13 upon filing of a regular claim and the personal check returned or the
14 statement of receipt canceled.
- 15
- 16 5. The most economical mode of public transportation shall be used unless
17 another mode of transportation is authorized by the Superintendent or his/her
18 designee.
- 19
- 20 6. The Superintendent, or his/her designee, may, at his/her option, allow the
21 mileage rate in lieu of public transportation, wherein in his/her opinion, the
22 mileage rate is advantageous from the standpoint of time saved or
23 inaccessibility of destination by public transportation.
- 24
- 25 7. Payments by an employee to an employee of another district for sharing of
26 transportation costs may be authorized by the Superintendent, or his/her
27 designee, if such costs are not more than by public transportation.
- 28
- 29 8. Airplane transportation may be approved by the Superintendent, or his/her
30 designee, only in cases where (a) such transportation is less costly overall in
31 terms of savings in meals, lodging, etc., or (b) such transportation is
32 necessary in terms of time deadlines, or (c) such transportation permits the
33 employee to remain on the job for a longer period of time prior to departure.
- 34
- 35 9. Attendance at meetings by members of the bargaining unit believed to be of
36 value to the District Administration shall be encouraged. At the discretion of
37 the Superintendent, or his/her designee, all necessary legal expenses of
38 attending such meetings, including transportation, meals, and registration
39 fees may be a charge against District funds.
- 40
- 41 10. Any employee in the bargaining unit who, as a result of a work assignment,
42 must have meals away from the District shall be reimbursed for the full
43 reasonable cost of the meal.
- 44
- 45
- 46
- 47 11. Any employee in the bargaining unit who, as a result of a work assignment,

1 must be lodged away from home overnight shall be reimbursed by the
2 District for the full cost. Where possible, the District shall provide advance
3 funds to the employee for such lodging. If advance funds are not available or
4 do not cover the full costs, the District shall reimburse the employee for the
5 out-of-pocket lodging expenses within a reasonable time after the employee
6 has submitted an expense claim with all necessary receipts.
7

8 12. Employees who have been authorized to attend meetings of an educational
9 nature shall submit to the Superintendent, or his/her designee, within one (1)
10 week following such attendance, a written report of the meetings. The
11 following general reporting format shall be used:
12

- 13 a. name of person attending;
- 14 b. identification of meeting (organization, place, date);
- 15 c. summary of key ideas at meeting;
- 16 d. relation and implication to Petaluma School System.

17
18 F. Compensation...General
19

20 1. Negotiated step increases on the salary schedule shall be granted
21 automatically to employees, but each such increase shall be based upon at
22 least satisfactory performance by the employee in the overall evaluation
23 rating(s). Increases shall receive prior approval by the Superintendent, or
24 his/her designee.
25

26 When an employee does not receive the automatic negotiated step increase
27 on the salary schedule as outlined above, said employee shall be given
28 specific recommendations for improvement based upon the goal of raising
29 the overall evaluation rating(s) to at least a satisfactory level. As a part of
30 these recommendations, there shall be established a timeline for a
31 subsequent reevaluation. At such time as the employee reaches a
32 satisfactory level, he/she shall be placed upon the appropriate step of the
33 salary schedule. Said employee shall continue normal progress on the
34 salary schedule in respect to negotiated automatic step increases for so long
35 as subsequent evaluation rating(s) continue to be at least satisfactory.
36

37 2. Federal and State income tax shall be withheld as provided by law.
38

39 3. All new employees shall be employed at step A of the appropriate salary
40 classification unless the new employee has more than one year of
41 experience in a like position. The District Administration reserves the right
42 to approve appointment, based on years of experience in a like position,
43 above step A of the classification not to exceed step C.
44
45
46
47

- 1 4. Deductions may be made by the District Administration in order to recapture
2 erroneous salary over-payments. In the case of erroneous overpayment,
3 prior to deductions being made by the Payroll Department, a meeting will be
4 held to determine a repayment schedule in cooperation with the Payroll
5 Department, the party affected, and/or a union representative.
6

7 **G. Overtime**
8

- 9 1. Work, which is required of an employee, in excess of eight (8) hours per day
10 or forty (40) hours per week shall be deemed overtime. Overtime shall be
11 compensated at one and one-half (1-1/2) times the normal rate of either
12 salary or time off by mutual agreement.
13

14 The District Administration shall endeavor to distribute overtime as equally as
15 possible among qualified employees. The endeavor to distribute overtime as
16 equally as possible shall be a function of the mutual decision regarding pay
17 or compensating time off and the continued financial ability of the District
18 Administration to pay overtime wages as opposed to granting compensating
19 time off.
20

21 Any work performed beyond the unit member's work day shall be pre-
22 approved by the supervising administrator.
23

- 24 2. The workweek for unit employees working an average of four (4) hours or
25 more per day shall consist of not more than five (5) consecutive working
26 days. Work required to be performed, by such employees, on the sixth (6th)
27 or seventh (7th) day of a given workweek shall be considered overtime.
28

- 29 3. An employee having an average work day of less than four (4) hours during
30 a work week shall, for any work required to be performed on the seventh
31 (7th) day of a given work week, be compensated on the basis of overtime.
32

- 33 4. a. The District Administration shall continue the practice whereby when
34 a unit member is required to return to work on a normal workday, or to
35 report to work on a day other than a normal workday, he/she shall be
36 compensated for a minimum of two (2) hours at the appropriate rate
37 of pay, even though the actual task does not take that long.
38

39 b. When a custodian opens and/or secures a district facility for an
40 activity of the City of Petaluma Parks and Recreation Department
41 by returning to work on a normal workday or by reporting for work
42 on a day other than a normal workday the following process shall
43 prevail over the preceding paragraph in this section.
44

45 The unit member shall be compensated for one and a half (1.5)
46 hours at the appropriate rate of pay to open the facility and one and
47 a half (1.5) hours at the appropriate rate of pay to secure the
48 facility.

1
2 A site administrator shall establish a site rotation list of Custodians
3 by order of seniority. The opportunity for overtime shall be rotated
4 by order of seniority. The site shall offer the overtime to the
5 Custodian on the list, following the last Custodian who worked the
6 overtime, as soon as the need for the overtime becomes known. If
7 the Custodian refuses the overtime it shall be offered to the next
8 Custodian on the list.
9

- 10 5. Overtime assignments for cafeteria employees at each site shall follow a
11 seniority rotation on a continuous basis, based on the hire date seniority list
12 established for each cafeteria. Should an employee refuse or be unable to
13 accept an assignment, it shall go to the next employee on the list and the
14 employee declining the assignment shall then go to the bottom of the rotation
15 list. If no employee at a particular site is able to accept an overtime
16 assignment, that assignment shall be offered to a cafeteria employee at
17 another site, based on overall seniority. Acceptance of the assignments will
18 not affect the position of that employee on their site roster.
19

20 Cafeteria I employees shall not be eligible for this list until they have six (6)
21 months of service and have had a satisfactory evaluation.
22

23 Overtime given at a district-wide level shall be offered to all cafeteria
24 employees based on overall seniority. Acceptance of this overtime shall not
25 affect their position on their site roster.
26

27 H. Salary Warrants
28

29 Employees receiving 11 checks or less may elect to defer a portion of their pay
30 (Deferred Net Pay or DNP) to receive a larger check at the end of the work year.
31

32 I. Deductions from Salary Warrants
33

- 34 1. Deductions required by law: deductions shall be made from employees'
35 warrants as follows:
36
37 a. Federal and state income taxes in the amount required by the Internal
38 Revenue Code and Revenue and Taxation Code.
39
40 b. Old Age, Survivors and Disability Insurance (Social Security-for
41 employees employed after January 1, 1960, and for those employees
42 employed on December 31, 1959, who elected to be covered by the
43 provisions of the Federal Insurance Contributions Act) deduction shall
44 be made in the amount required by the Internal Revenue Act.
45
46 2. Deductions required by the School Districts: deductions shall be made from
47 employee's warrants as follows:

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- a. Public Employees' Retirement System: all employees who are employed on a regular basis for sufficient time to qualify for the retirement system shall have the amount required by the System withheld from their warrants.
 - b. Effective 3/1/83, or as soon thereafter as practical, an integrated State Disability Insurance benefits plan shall be implemented by the District, with monthly premiums deducted from the bargaining unit members' salary warrants. The sole responsibility of the District Administration, financial or otherwise, shall be confined to the appropriate deduction of premiums and completion of periodic reports requested by the State of California.
3. Deductions authorized by the employee: deductions shall be made from employees' warrants as follows upon receipt of a written authorization from the employee:
- a. Association dues.
 - b. Insurances: deductions shall be made monthly for authorized insurance plans which are consistent with this Agreement and District Regulations.
 - c. Savings Plans: deductions shall be made monthly for the payroll savings plans consistent with District Regulations.
 - d. IRS Section 125 Plan: deductions may be made as authorized by the individual unit member.
 - e. Employees shall give not less than thirty (30) days' written notice to cancel a deduction.

J. Tax Sheltered Annuity Programs

- 1. Unit members shall have the right to enter into a tax sheltered annuity program. Each annuity participant shall be required to sign an agreement with the District authorizing the District to reduce his/her salary warrant and to submit the deducted amount directly to any Insurance Company or Mutual Fund who is legally authorized to receive funds under section (403) b, 7 of the Internal Revenue Service.
- 2. Each employee who desires to enter into a tax sheltered annuity shall execute an acknowledgment of disclaimer of responsibility that any annuity, the amount of any premium, or of any and all procedures followed by the District qualify as a tax sheltered annuity for federal and/or state income tax purposes.

1
2 3. The Superintendent or his/her designee is authorized to execute such
3 amendments to employment contracts as may be necessary to carry out tax
4 sheltered annuity programs.
5

6 K. Bilingual Skills Stipend
7

8 When there is a position that requires the use of bilingual skills on a regular basis,
9 the employee in such a position will be paid an additional \$89 per month stipend.
10 The lead administrator will propose to Human Resources that bilingual skills are
11 required in the position. If an employee asks the administrator to propose the
12 stipend and is turned down, he/she can appeal it to Human Resources.
13

14 This stipend is only for those positions that do not already include this skill as a part
15 of their job description such as Bilingual Instructional Assistant, Bilingual Clerk, or
16 Bilingual Coordinator.
17

18 The job posting for such a position will state, "Successful bilingual applicant will be
19 paid a monthly stipend of \$89. This stipend will be pro-rated for positions that are
20 less than 40 hours per week".
21

22 This stipend is for those who demonstrate sufficient language skills in Spanish to
23 understand stated questions and needs, and to respond helpfully and
24 appropriately. Although complete fluency is not a requirement, substantial
25 conversational skills in Spanish are required.
26

27 This skill will be verified through an interview process, except in the case of those
28 unit members who have previously served in a District position which required
29 bilingual skills.
30

31
32 **ARTICLE 6**

HOURS

33
34 A. 1. The workweek for employees is a five (5) consecutive day, forty (40) hour
35 week. The regular workday shall normally be from 8:00 a.m. to 4:30 p.m.
36 with one-half hour for lunch; however, the actual workday for each position
37 shall be determined by the Superintendent or his/her designee. Custodians'
38 hours shall be determined by special conditions existing at each school.
39 Hours for custodians shall be fixed at the time of assignment.
40

41 Unit members who work more than five (5) consecutive hours each day must
42 take a one-half hour unpaid meal break. This meal break shall be taken at a
43 time that is mutually agreeable to the unit member and his/her supervisor
44 and may not be tacked on to the end of the unit member's work day.
45

46 District Administration shall continue to maintain a policy of not making
47 unreasonable alterations in those working hours. Employees shall receive

1 reasonable notification regarding any change in working hours, except by
2 mutual agreement to the contrary. In such cases where a permanent
3 change of hours is necessary, Administration representatives will bring this
4 matter to the Association for purposes of negotiations.
5

- 6 2. An optional flexible work schedule may be available, when school is not in
7 session, by mutual agreement between the employee and their
8 supervisor.
9

- 10 B. Unit members who have half or more of their shift after 6:00 p.m. are entitled to a
11 5% differential stipend.
12

13 C. Rest Period
14

15 Employees shall be granted a rest period according to their total number of work
16 hours in the District as follows:
17

<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

18
19
20
21
22
23
24

25 D. Work Year
26

- 27 1. The work year for employees on a twelve-month basis shall be from July 1
28 through June 30.
29
30 2. The work year for employees employed on an eleven-month basis shall be
31 from August 1 through June 30.
32
33 3. The work year for employees employed on a ten-month basis shall be five
34 (5) days prior to the start of school and five (5) days after the end of school.
35

36 The work year for employees assigned to 45/15 schools shall be adjusted
37 according to that school year schedule.
38

- 39 4. The work year for 223-day employees shall include approximately 75% of
40 the work days in August and approximately 50% of the workdays in June,
41 effective July 1, 2008.
42
43 5. The work year for employees such as instructional assistants, bilingual
44 instructional assistants, cafeteria assistants, bus drivers, cafeteria managers,
45 and campus supervisors shall be only those days during which school is in
46 session and pupils would be attending classes. Employees in these
47 classifications may be scheduled for additional workdays for inservice, etc.

1 Consideration for any such additional days shall be consistent with the
2 provisions of this Agreement.

- 3
4 6. The work year for clerk typists assigned to elementary schools shall be those
5 days which school is in session plus five (5) additional days, effective July 1,
6 2008. This additional week is to allow for preparation for school to begin and
7 is to be worked before school begins in the fall.

8
9 7. Furlough Days

10
11 Due to the continuing budget crisis, effective July 1, 2010 furlough days will
12 be as follows:

- 13
14 A. Those employees who work only when school is in session, or less,
15 will have their work year decreased by the number of days that the
16 school year is decreased.
17
18 B. 198 day employees will have their work year decreased to 190 days.
19 These employees would work the days that school is in session plus
20 the two days before school starts.
21
22 C. 214 day employees will have their work year decreased to 205 days.
23 The non-paid days will be the day prior to Christmas eve, the three
24 work days between Christmas and New Years, the Monday and
25 Tuesday before the Thanksgiving holiday, Good Friday, the Monday
26 after Easter, and one day that is mutually agreeable to the employee
27 and their supervisor.
28
29 D. 10 month employees will have their work year decreased to 208 days.
30 The non-paid days will be the day prior to Christmas eve, the three
31 work days between Christmas and New Years, the Monday and
32 Tuesday before the Thanksgiving holiday, Good Friday, the Monday
33 after Easter, and one day that is mutually agreeable to the employee
34 and their supervisor.
35
36 E. 223 day employees will have their work year decreased to 213 days.
37 The non-paid days will be the day prior to Christmas eve, the three
38 work days between Christmas and New Years, the Monday and
39 Tuesday before the Thanksgiving holiday, Good Friday, the Monday
40 after Easter, and two days that are mutually agreeable to the
41 employee and their supervisor.
42
43 F. 11 month employees will have their work year decreased to 228 days.
44 The non-paid days will be the day prior to Christmas eve, three work
45 days between Christmas and New Years, the Monday and Tuesday
46 before the Thanksgiving holiday, Good Friday, the Monday after
47 Easter, and three days that are mutually agreeable to the employee

1 and their supervisor.

- 2
- 3 G. 12 month employees will have their work year decreased to 249 days.
- 4 The non-paid days will be the last two work days in July, the three
- 5 work days between Christmas and New Years, the Monday and
- 6 Tuesday before the Thanksgiving holiday, Good Friday, the Monday
- 7 after Easter, and three days that are mutually agreeable to the
- 8 employee and their supervisor.
- 9

10 The furlough days cannot be carried over from one school year to another.

11 Employees will lose any furlough days not taken by the end of the school

12 year.

13

14 If an employee is required to work one of the assigned furlough days, they

15 will have the opportunity to take another day of choice.

16

17 E. Holidays

18

- 19 1. Paid holidays for employees will be granted as listed, provided schools are
- 20 not in session.
- 21

22 The normal workday prior to New Year's Holiday

23 New Year's Day

24 Martin Luther King, Jr.'s Birthday

25 Lincoln Day

26 Third Monday in February known as Washington Day

27 Last Monday in May known as Memorial Day

28 Independence Day

29 Labor Day

30 Admission Day

31 Veteran's Day to be celebrated on November 11 or the school day

32 nearest to November 11

33 Thanksgiving Day

34 Friday following Thanksgiving Day

35 The normal workday prior to Christmas Holiday

36 Christmas Day

37

- 38 2. Any other holiday proclaimed by the President of the United States or the
- 39 Governor of the State as a holiday shall conform to the Education Code.
- 40
- 41 3. When a holiday falls on a Sunday, the following Monday shall be deemed to
- 42 be the holiday; and when a holiday falls on a Saturday, the previous Friday
- 43 shall be deemed to be the holiday.
- 44
- 45
- 46 4. When an employee is required to work on a designated holiday, he/she shall
- 47 be paid compensation, or given compensating time off, at the same rate as

1 overtime.

2
3 5. An employee must be in paid status either the day preceding or the day
4 following a holiday in order to be paid for the holiday.
5

6 F. Employees shall not be required to perform duties which are not fixed and
7 prescribed for the position by the District in accordance with law, unless the duties
8 reasonably relate to those fixed for the position by the District, for any period of time
9 which exceeds five (5) working days within a fifteen (15) calendar day period.
10

11 An employee may be required to perform duties inconsistent with those assigned to
12 the position by the District for a period of more than eight (8) hours provided that
13 his/her salary is adjusted upward for the entire period he/she is required to work out
14 of classification and in such amounts as will reasonably reflect the duties required to
15 be performed outside his/her normal assigned duties. Notwithstanding the
16 provisions contained in this section, Administration and Association representatives
17 recognize that there are occasions when unit members should be paid for working
18 out of classification, even when the total period is less than eight (8) hours. The
19 parties agree that such situations will be discussed on an individual basis; either the
20 Association or Administration representatives may request such discussions.
21

22 It is the intent of this section to permit the District Administration to temporarily work
23 employees outside of their normal duties but in so doing to require that some
24 additional compensation be provided the employee during such temporary
25 assignments.
26

27 G. The District Administration shall provide rest and dining areas and lavatory facilities
28 at each school and at other regular work sites.
29

30 H. Any employee in the bargaining unit who works a minimum of thirty (30) minutes or
31 more per day at the request of the Management Team member designated by the
32 Superintendent in excess of his/her regular part-time assignment for a period of
33 twenty (20) consecutive working days or more shall have his/her regular sick leave
34 and annual leave benefits adjusted upward to reflect the longer hours, effective for
35 the next pay period.
36
37

38 **ARTICLE 7**

TRANSPORTATION-RELATED WORK CONDITIONS

39
40 A. **Bus Driver Hours**

41
42 1. No a.m. or p.m. assignment shall be less than two (2) hours each in duration.
43

44 2. There shall be at least fifteen (15) minutes included in the daily assignment
45 for bus checkout and at least fifteen (15) minutes for bus clean up; it is
46 understood that more time may be necessary in special situations. The time
47 cited in this section may be a part of the minimum assignments discussed

1 elsewhere in this section.
2

- 3 3. Noon run assignments shall be at least one (1) hour in length.
4
5 4. When in-service training is required, the employees shall be reimbursed at
6 the appropriate rate of pay for such time spent if the training does not take
7 place during the employee's regular workday. An exception to this provision
8 would pertain to a circumstance where the employee declines to take part in
9 the after-hours training provided by the District.
10
11 a. Bus Drivers are required to have ten hours in-service within each
12 training period. If any part of the ten hours required in-service is
13 outside of their regular work schedule they will be compensated for
14 only that portion of the training. The training period within the
15 renewal year the driver will be paid ten hours of classroom renewal
16 time. There will be no additional compensation for any training past
17 the ten hours of classroom training, unless it is mandatory per the
18 Director of Transportation.
19
20 5. When a regularly assigned driver is unable to work because of the
21 unavailability of a vehicle for which he/she is licensed or certificated to
22 operate, the driver shall be compensated at the rate he/she would have
23 been paid had a vehicle been available.
24
25 6. Regular drivers of 45/15-day schedules and special education schedules
26 shall be paid for actual hours worked (this will be stipulated during
27 bidding).
28
29 7. Seniority shall include all paid "straight time" hours. Overtime hours (paid
30 at time and one-half) shall not count for seniority accrual.
31
32 8. Therapy assignments (ambulatory SELPA students) shall be offered to
33 SELPA drivers. Priority is given to the regular assigned driver then to
34 SELPA drivers by seniority and availability. OH student therapy shall be
35 offered to OH drivers. Priority is given to the regular assigned OH driver
36 then to OH drivers by seniority and availability. If unable to fill therapy
37 runs as stated above, the therapy will be open to all drivers by seniority
38 and availability.
39

40 **B. Field Trips**

41
42 The parties agree that home-to-school runs define the basic job assignment for
43 those staff members assigned to the Transportation Department.

- 44 1. Field trips shall be offered to regular drivers by rotation. The Director of
45 Transportation shall establish a separate Field Trip Roster for school-day
46 trips and for weekend/holiday trips. Such rosters shall be established in
47 order of seniority. The seniority rosters lists used by the Director of

1 Transportation and governing rotation shall be posted on the bulletin
2 board. All assigned trips shall be posted every Monday for the week.
3

- 4 2. Field trip assignment shall be made on a strict rotation basis, using the
5 drivers' roster. Four (4) days prior to a scheduled trip date, or seven (7) days
6 prior to a Saturday, Sunday, or holiday trip date, that trip will be assigned to
7 the next driver on the rotation roster. Trips accepted or declined should be
8 returned to the dispatcher within one working day (not less than 24 hours).
9
- 10 3. Should any driver refuse or be unable to take an assigned trip, the trip shall
11 be assigned to the next driver on the roster. The driver's position on the field
12 trip roster shall be unaffected by the acceptance or declination of an
13 emergency trip.
14
- 15 4. In the event that any trip scheduled for Saturday, Sunday, or a holiday is
16 canceled or rescheduled, the driver will be assigned the next available
17 weekend or holiday trip. In the case of cancellation of school day trips, the
18 driver will not be assigned the next available trip, but the normal rotation of
19 the roster will continue. Any trip assigned within twenty-four (24) hours of
20 departure shall be considered an emergency trip.
21
- 22 5. A substitute driver will be assigned the home-to-school and/or the school-to-
23 home run in order to free the regular driver for an assigned field trip that
24 conflicts with their regular run or would cause the driver to exceed the sixteen
25 (16) hour work day limit, as provided herein.
26
- 27 6. The previous provision (B.1.) notwithstanding, field trips with an estimated
28 time of at least five and one-half (5 1/2) hours (conflicting with the normal
29 and/or afternoon run(s)) shall be given to the regular drivers with a minimum
30 of two (2) years driving experience with the district. A separate roster shall
31 be established for this purpose. If a (5 1/2 hour) field trip is canceled or
32 rescheduled, the driver shall be assigned the next available all day (5 1/2
33 hour) trip.
34
- 35 7. Any field trip two (2) nights or more with two (2) or more buses shall include
36 one mechanic from the bargaining unit and a bus driver from the All-Day
37 Field Trip list. If either mechanic refuses the trip, the trip comes back to a
38 bargaining unit bus driver on the All-Day Field Trip list. Under this provision,
39 the Director of Transportation reserves the right to determine that the
40 presence of other qualified personnel is necessary.
41
42
- 43 8. Drivers accepting overnight field trips will be compensated for off the clock
44 hours at a rate of \$1.50 per hour plus meals and lodging accommodations.
45
- 46 9. When members of the Transportation Department participate in
47 departmental functions that would cause them to lose a field trip (i.e. Bus

Rodeo), the field trip list shall be frozen and the drivers who do not participate would then be assigned as though it was an emergency trip.

10. Drivers accepting and driving a weekend field trip shall be paid a minimum of four (4) hours at their overtime rate. When a field trip is canceled and the driver is not notified until after he/she arrives on the job site or at the school site, two (2) hours pay at the overtime pay rate will be paid to the that driver except when a playoff game on Friday is the determining game for a Saturday trip.

11. Field trip drivers shall be paid for all standby time at the appropriate rate of pay in accordance with provisions of this agreement.

12. The Transportation Department shall establish a field trip rotation list for Type 2 school buses. The rotation list shall be comprised of the following:

a. Drivers whose school bus certificate is restricted to a Type 2 school bus; and/or

b. Drivers who have a medical condition that restrict their driving to a Type 2 school bus.

13. Transportation Department mechanics will be offered a.m./p.m. routes as needed. Athletic field trips will be offered to the mechanics before substitute drivers as long as the trip does not interfere with their regular workday (i.e. athletic field trips that leave at 2:15 p.m. and are under 5 ½ hours).

14. Late Mechanic

The late mechanic of the week in the Transportation Department shall monitor the Transportation Department Radio System (i.e. Nextel) after 5:15 p.m. in case of an emergency with a bus and/or a trip event which would cause the driver to exceed the sixteen (16) hour work day limit and during the hours when buses are traveling on weekends and holidays. The late mechanic will be compensated for a minimum of one call per week for monitoring the radio system after hours.

15. Field trip slips must be submitted the following work day, along with meal receipts.

C. Regular Home/School Assignments

1. No later than August 15th of each school year, the Director of Transportation shall notify the District Administration and CSEA of all anticipated route assignments for the following school year.

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

D. Orthopedically Handicapped and SELPA Route Buses

1. It is agreed that District vehicles, including buses and vans, specifically used to transport orthopedically handicapped (OH) and SELPA students shall be driven by regular bus drivers of the District.
2. It is recognized that the physical demands of transporting OH and SELPA students in these vehicles are greater than a regular school bus.
3. To be eligible to drive an OH or SELPA vehicle a driver must be able to lift a dead weight of fifty (50) pounds.
4. All regular drivers who are capable of enduring the physical demands of an OH or SELPA route shall be eligible to drive these vehicles.
5. If there is a dispute as to whether a driver is physically capable of enduring the physical demands of an OH or SELPA route, it shall be resolved by a

1 statement from a District appointed physician at District expense.

- 2
3 6. OH and SELPA routes shall be included in all bus route bidding procedures.
4
5 7. When there is a vacancy on an OH or SELPA route, it shall be filled in the
6 same manner as a regular route from among the eligible district drivers.
7
8 8. Bus Drivers, for all hours worked as OH and SELPA bus drivers, will receive
9 a \$1.00 per hour stipend added to his/her regular salary for the added level
10 of responsibility required for this duty, effective July 1, 2008.

11
12 Effective July 1, 2010 the \$1.00 per hour stipend for Bus Drivers of
13 Orthopedically Handicapped and SELPA routes will be y-rated for the
14 current drivers until such time as the salary schedule exceeds their rate of
15 pay, at which time this stipend will cease to exist.

16
17 E. Use of Video Cameras on School Buses

18
19 All Drivers shall be notified of the use of and receive required training on all video
20 cameras located in the District owned school buses.

21
22 These cameras shall be used to videotape the interior cabin of the bus to monitor
23 and record the behavior of the students on the bus. The video cameras also
24 record the speed of the bus, each use of brakes and amber and red lights. On
25 occasion the driver will be videotaped when he/she is out of the driver's seat.
26 These recorded videotapes shall be considered District property and treated as
27 such.

28
29 This equipment shall be used to monitor student behavior and, when a concern
30 arises, information on the tape may be used to improve driver performance. If, in
31 viewing the tape for a student's discipline, the driver is observed demonstrating
32 unsafe procedures or a violation of the law, the tape shall be used as a tool to
33 remedy the procedure with additional training. If a blatant violation of the law has
34 been observed, the videotape could become part of the discipline process.

35
36 The drivers shall have the right to view these tapes in the presence of their
37 immediate supervisor, the Director of Transportation. If, after the initial viewing of
38 the tape, there is a driver training issue, the Director could request the District's
39 driver trainer to view the tape. If the findings on these tapes could lead to discipline
40 procedures, they may not be shared with other transportation personnel without the
41 express authorization of the driver of the bus in which the tape was recorded.

42
43 **ARTICLE 8**

HEALTH AND WELFARE

- 44
45 A. The Association recognizes that health and welfare benefits are primarily selected
46 by the District Administration for the benefit of full-time employees. The Association
47 also recognizes that health and welfare benefits are a part of total employee

1 compensation.

2
3 1. Benefits currently available to married employees will be accorded to
4 employees who are duly registered as domestic partners with the City of
5 Petaluma or with the State of California.

6
7 B. The premium amount for all health and welfare plans shall be determined through
8 negotiations between the District Administration and CSEA and its Chapter #212.
9 Changes in coverage shall be subject to negotiations between the parties.

10
11 C. All District contracts for the employee health and welfare insurance shall be written
12 by California licensed insurance companies or foundations.

13
14 D. Health, Dental, and Vision Insurance

15
16 1. Effective October 1, 2010 the cap will be increased by 6.2% to \$839.61
17 per month. The District will pick up any increase to Delta Dental, Vision
18 Service Plan, and Life Insurance for full time employees.

19
20 2. The coverage year for all health and welfare benefits is understood to be
21 from July 1 to June 30. Any nine (9), ten (10), or eleven (11) month
22 employee in a continuing employment relationship with the District shall
23 receive the benefit of District health and welfare premium payment, if such
24 has been a part of the current Agreement, in anticipation of his/her
25 employment commencing with the resumption of services for the ensuing
26 educational year. Such employee, who because of a continuing employment
27 relationship with the District, has received benefit of District premium
28 payments during the summer month(s) and subsequently resigns, or
29 otherwise vacates his/her position with the District, shall be financially liable
30 to repay the District for any and all premium benefit payments made during
31 the non-working period.

32
33 3. All unit members shall have the same health and welfare premiums paid
34 by the District as twelve (12) month employees working the same number
35 of hours per day.

36
37 Authorized deductions shall be withheld by the District from monthly salary
38 payments. The exact pro-rata payment will be determined by the number
39 of working hours per day regularly assigned a given employee.

40
41 Bus Drivers and the Stand-by Driver/Mechanic's Helper who work at least
42 four (4) hours per day will be entitled to health, dental, and vision benefits
43 at the same percentage as a full-time employee, effective July 1, 2001.
44 This does not include life insurance.

45
46 The District will pay the following percentages of the health plan cap for the
47 above-mentioned health plans:

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

9
10 The policy reduces to \$15,000 when an active unit member reaches age
11 70.

12
13 3. Employees on approved leave, who were covered under the program at the
14 start of their leave time shall continue to be eligible for coverage as long as
15 they remain in a paid status. Employees on approved, but unpaid, leave who
16 were covered under the health and welfare program at the start of their leave
17 time shall continue to be eligible for all coverage as long as they pay their
18 own premiums if the individual policies so provide.

19
20 F. Continuation of Benefits

21
22 When an employee of the bargaining unit has exhausted all available paid leave as
23 provided in this contract, and is still unable to return to work as determined by
24 his/her physician, the employee shall continue to receive district-paid health and
25 welfare benefits for two calendar months or longer, if approved by the Board.

26
27 G. The parties further agree that should the District Administration choose to make
28 available additional health plans to the members of any bargaining unit, the same
29 shall be made available to the members of the classified bargaining unit.

30
31
32 **ARTICLE 9**

LEAVES

33
34 A. General

35
36 1. A leave is an authorized absence of an employee from duty due to one of
37 the following categories:

- 38 Vacation
- 39 Wellness Day
- 40 Sick Leave
- 41 Personal Necessity Leave
- 42 Pregnancy Disability Leave
- 43 Maternity Leave
- 44 Parental/Adoptive Leave
- 45 Child Rearing Leave
- 46 Industrial Accident and Illness Leave
- 47

- 1 Paid Family Leave
- 2 Family Care and Medical Leave
- 3 Bereavement Leave
- 4 Jury Duty
- 5 Legal Duties Leave
- 6 Military Leave
- 7 Emergency Leave
- 8 Personal Reasons Leave
- 9

- 10 2. Provisions regarding the method of application for processing, and
- 11 consideration of, all manners of leaves shall remain the express
- 12 responsibility of the District Administration.
- 13
- 14 3. All absences from regularly assigned duties shall be approved by the Board
- 15 of Education or the Superintendent, or his/her designee. All absences shall
- 16 be approved in advance, unless otherwise specified in this Agreement.
- 17
- 18 4. Except in verifiable extreme emergencies which preclude communication
- 19 with the District Administration, absences taken without approval shall be
- 20 considered as absences without leave. Employees taking absences without
- 21 leave shall be subject to disciplinary action and loss of pay. Unauthorized
- 22 absences of three (3) or more consecutive days shall be considered as
- 23 abandonment of the employment and the employee shall be subject to
- 24 disciplinary action including dismissal.
- 25
- 26 5. In the case of any absence, which is based upon illness, injury, quarantine,
- 27 etc., the District Administration may require verification from a physician of
- 28 the fitness of the employee to return to service. Normally, the verification
- 29 provided in Section D. 5., if requested, shall suffice for this purpose.
- 30

31 B. Vacation

- 32
- 33 1. The District Administration shall grant to each regular employee an annual
- 34 vacation at the regular rate of pay earned at the time the vacation is
- 35 commenced.
- 36
- 37 2. Vacation credit shall be accrued on the following basis:
- 38
- 39 a. For employees regularly employed five (5) days per week, eight (8)
- 40 hours per day, for 12-months, the vacation credit shall accumulate
- 41 at the following rate:
- 42 13 days per year
- 43 Employees in this category who have been employed by the District
- 44 five (5) or more complete and consecutive years shall have their
- 45 entitlement increased to:
- 46 18 days per year
- 47

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

4 19 days per year
5

6 b. All other employees will receive a pro-rated amount based on the
7 above entitlement, dependent on the relationship of their hours
8 worked per day, days per week, and months per year to five (5)
9 days per week, eight (8) hours per day, for 12-months.
10

11 3. Vacation may be scheduled for any time during the school year. Vacation
12 shall be scheduled at a time mutually agreeable to the unit member and
13 the Management Team member designated by the Superintendent.
14 Vacation shall not be arbitrarily or capriciously denied.
15

16 4. Employees who are less than ten (10) months shall not carry over
17 vacation. Entitled vacation leave will be scheduled and used on an annual
18 basis. Those employees that have previously accumulated vacation leave
19 will use a minimum of five (5) days per year of the previously carried over
20 leave until it has been exhausted.
21

22 Employees who work ten (10) months or more may carry over one year's
23 entitlement of vacation leave. Those employees that have previously
24 accumulated vacation leave in excess of one year will use a minimum of five
25 (5) days per year of accumulated vacation until it has been exhausted.
26 Employees are to use five days of accumulated vacation plus the current
27 year's entitlement in a school year.
28

29 Effective July 1, 2009 the District will pay off vacation leave days for the
30 following positions on a monthly basis. Employees may submit a vacation
31 calendar to Payroll at the beginning of the school year if they choose.
32

33 Bilingual Instructional Assistants and Clerks

34 Bus Drivers

35 Cafeteria Assistants

36 Campus Supervisors

37 Child Care Assistants

38 Community Day Instructional Assistants

39 Computer Lab Coordinators

40 Elementary Library Coordinators

41 Full Inclusion Instructional Assistants

42 Special Education Instructional Assistants

43 To avoid an undue accumulation of earned vacation leave, the District
44 Administration reserves the right to place an employee on vacation status
45 with one week's notice.
46

47 5. Earned vacation shall not become a vested right until completion of the initial

1 six (6) consecutive months of employment.
2

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

37 C. Wellness Day

38
39 Any employee who does not use any sick leave days or leave without pay during
40 school days while students are in session during a school year, defined as the
41 student calendar, shall receive a paid day off in addition to other vacation or
42 holidays provided in this agreement. The paid day off shall be in the form of a
43 floating holiday known as a "Wellness Day". Sick leave usage under this provision
44 shall include personal necessity leave.
45

46 The Wellness Day may be taken at the discretion of the employee, with the
47 approval of the immediate supervisor. The employee must notify his/her immediate

1 supervisor at least 30 calendar days in advance of the date they wish to use the
2 day. The supervisor shall grant or deny the request to ensure that the day selected
3 will not adversely affect the operations of the District. The supervisor will notify the
4 employee as soon as possible, but not later than five (5) calendar days from the
5 date of the employee's request.

6
7 Supervisors shall make every effort to grant employee's requests to use the
8 Wellness Day. In the event the employee's request is denied, a mutually agreeable
9 date for use of the Wellness Day shall be scheduled.

10
11 The Wellness Day must be taken in the 12-month period following the end of the
12 school year in which no sick leave days were used.

13
14 D. Sick Leave

- 15
16 1. Sick leave is the authorized absence from duty of an employee because of
17 illness, injury, quarantine, or medical/dental appointments.
18
19 2. Regular employees employed for the entire fiscal year are entitled to twelve
20 (12) days of sick leave.
21
22 3. Regular employees employed for less than the entire fiscal year are entitled
23 to that portion of twelve (12) days leave of absence for illness, injury, or
24 quarantine as the number of months worked bears to twelve (12).
25
26 4. Pay for any day of such absence shall be the same as the pay which would
27 have been received had the employee served during the day.
28
29 5. It is the responsibility of the employee to provide proof, upon request, of
30 illness or injury or quarantine. A written statement shall be filed by the
31 employee to the effect that he/she was ill, injured, or quarantined and stating
32 the general nature of the illness, injury, or quarantine.

33
34 Sick leave may be used for illness of the employee's child, parent, or
35 spouse, up to the amount of sick leave that would be accrued during six
36 (6) months.

37
38 If requested by the Superintendent, or his/her designee, the following proof
39 of illness, injury, or quarantine shall be furnished:

- 40
41 a. A doctor's verification of illness, injury, or quarantine shall be filed with
42 the Superintendent, or his/her designee, stating that the employee
43 could not or should not perform his/her normal duties.
44 b. A written statement shall be filed by the employee to the effect that
45 he/she is a member of a religious sect, denomination, or organization,
46 and that he/she was ill, injured, or quarantined, and that he/she was
47 treated by the practice of his/her religion. This statement shall be
48 accompanied by a statement from the religious practitioner.

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- 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.

- 6. 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.

- 7. 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.

- 8. 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.

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

1 In cases where neither regular sick leave days nor vacation leave entitlement
2 are available for deduction, the day's salary for the substitute (not to exceed
3 the actual salary of the employee) shall be deducted.
4

5 10. A sick leave day, once commenced, may not be reinstated as a working day
6 unless approved by the Management Team member designated by the
7 Superintendent.
8

9 11. Medical appointments for a portion of the workday may be taken as sick
10 leave.
11

12 12. In the case of a permanent employee who has exhausted all entitlement to
13 sick leave, vacation, compensatory time off or other available paid leave and
14 who is absent because of non-industrial accident or illness, he/she may be
15 granted additional leave by action of the Board of Education or their
16 designee. The employee shall retain their right to have their request
17 reviewed by the Board of Education.
18

19 A decision on one case shall not be considered as setting a precedent for
20 succeeding instances.
21

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

27 13. After an employee has exhausted all sick leave, vacation, and compensating
28 time, the employee will receive his/her salary minus Step A of their Range,
29 for the remaining portion of the five month differential leave.
30

31 E. Personal Necessity Leave
32

33 1. Accumulated sick leave may be used for absences created by personal
34 necessity, not to exceed ten (10) days in any school year.
35

36 2. Personal Necessity Leave is for instances of personal or professional need,
37 not for recreational purposes, vacation travel, or that which is related to
38 activity for which the unit member may receive additional remuneration.
39

40 3. Employees may use Personal Necessity Leave to comply with a subpoena
41 or other court order to appear as a witness, including but not limited to
42 cases in which the employee is a victim of a crime. School related court
43 orders or subpoenas would be considered school business leave.
44

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

1
2 Prior to taking time off for a court appearance, an employee shall give
3 reasonable notice to his/her supervisor unless an unscheduled or
4 emergency court appearance is required for the health, safety or welfare
5 of an employee who is a domestic violence victim or his/her child. When
6 an unscheduled or emergency court appearance is required, the
7 employee shall provide, within a reasonable time after the appearance,
8 evidence from the court or prosecuting attorney that he/she has appeared
9 in court.

10
11 Notices, summons and subpoenas for court appearances shall be
12 submitted to the district office, within a reasonable time, when requesting
13 leave.

- 14
15 4. Except in emergency situations, employees who intend to take personal
16 necessity leave shall notify the Principal or the Management Team member
17 designated by the Superintendent in writing no later than noon on the
18 previous school day.

19
20 F. Pregnancy Disability Leave

- 21
22 1. Employees who are not on leave and are in the current employ of the District
23 are entitled to use personal illness and injury leave (Section A) for disabilities
24 caused or contributed to by pregnancy, miscarriage, childbirth, and recovery
25 there from on the same terms and conditions governing leaves of absence
26 from other illness or medical disability. Such leave shall not be used for child
27 care, child rearing, or preparation for child bearing, but shall be limited to
28 those disabilities as set forth above.

29
30 The length of such disability leave, including the date on which the leave
31 shall commence and the date on which the duties are to be resumed, shall
32 be determined by the employee and the employee's physician; however, the
33 District Administration may require a verification of the extent of disability
34 through a physical examination of the employee, at District Administration
35 expense, by a physician appointed by the District Administration.

- 36
37 2. The physician's statement of expected date of confinement shall be
38 submitted to the Human Resources Office no later than the end of the fourth
39 (4th) month of pregnancy.

40
41 G. Maternity Leave

- 42
43 1. Classified employees of the District shall be granted a leave for maternity
44 purpose upon written application to the Superintendent, or his/her designee,
45 through the Management Team member designated by the Superintendent.
46 The beginning and ending dates of the leave shall be determined by the
47 Superintendent, or his/her designee, on the basis of the employee's physical
48 condition as certified by her physician.

- 1
2 2. After a unit member has been released from Pregnancy Disability Leave
3 by her physician, the unit member may request Maternity Leave.
4

5 Maternity Leave is the first 38 regular, consecutive workdays following the
6 unit member's release from Pregnancy Disability Leave. During Maternity
7 Leave the unit member shall continue to receive the difference between
8 her pay and Step A of the Salary Schedule. No unit member will receive
9 both regular and differential pay.
10

11 During Maternity Leave the unit member shall continue to receive health
12 and welfare benefits in the same manner as established prior to Maternity
13 Leave. Beyond the 38 regular, consecutive workdays of Maternity Leave
14 the unit member may request a Child Rearing Leave.
15

16 H. Parental/Adoptive Leave
17

18 When a child is born to a unit member's spouse or domestic partner, or when a
19 unit member adopts a child that is less than eighteen (18) years of age, the unit
20 member shall be entitled to up to a total of five (5) days of paid leave. The leave
21 may be taken during the birth of the child and/or immediately following the birth of
22 the child or after the placement of the child in the adoptive home.
23

24 I. Child Rearing Leave
25

- 26 1. Child Rearing Leave, without pay or other benefits, may be granted to a
27 bargaining unit member. The unit member may continue any health and
28 welfare benefits at their own expense during this leave.
29
- 30 2. The employee shall request such leave as soon as practicable, but under no
31 circumstances less than thirty (30) work days prior to the date of which the
32 leave is to begin. Such request shall be in writing and shall include a
33 statement as to the date the employee wishes to begin and end the leave
34 without pay.
35
- 36 3. Following the birth of a child, a classified employee may apply for child-
37 rearing leave for a period of six (6) months with the option to renew for an
38 additional six (6) months.
39
- 40
- 41 4. The bargaining unit member is not entitled to the use of any accrued sick
42 leave or other paid leave when on leave for child rearing.
43
- 44 5. Unit members shall not suffer a diminution of employment status due to
45 being on Child Rearing Leave.
46

47 J. Industrial Accident and Illness Leave

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1. An employee who is required to be absent due to injury or illness who is found by Workers' Compensation laws to be injured as a result of his/her employment shall be subject to the following provisions:
 - a. Leave of absence shall be granted, at full pay, for sixty (60) working days in any one fiscal year for the same accident. Such leave shall not be accumulative from year to year. Industrial accident and illness leave shall commence on the first day of absence and when the sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only the unused amount remaining at the end of the fiscal year in which the illness or injury occurred for the same illness or injury.
 - b. Payment for wages lost on any one day shall not, when added to an award granted the employee under worker's compensation, exceed the normal wage for the day as a member of the bargaining unit. During all paid leaves of absence, whether industrial accident, sick leave, vacation leave, or compensated time off, the employee shall endorse to the District wage loss benefit checks received under worker's compensation. The District, in turn, shall issue the employee appropriate warrants for payment of wages and shall deduct normal retirement and other authorized contributions and deductions.
 - c. Industrial accident and illness leave shall be used in lieu of sick leave until such leave has been exhausted. When entitlement to industrial accident and illness leave has been exhausted, accumulated sick leave shall then be used for the remaining portion of the five month differential leave. If an employee is receiving worker's compensation, he/she shall be entitled to use only so much of his/her accumulated sick leave, compensating time off, or vacation leave which, when added to the worker's compensation, will provide for a full day's salary as a member of the bargaining unit.
 - d. Periods of leave of absence due to industrial illness or illness, paid or unpaid, shall not be considered to be a break in service of the employee.
 - e. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume his/her duties, he/she shall be placed on a re-employment list for a period of thirty-nine (39) months and, when available, be employed in a vacant position comparable to his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.

- 1
2 f. Any employee receiving benefits for industrial accident and illness
3 leave shall remain in California unless the District Administration
4 authorizes travel outside the state.
5
6 g. An employee who has been medically released to return to duty and
7 who fails to accept an appropriate assignment shall be dismissed.
8

9 K. Paid Family Leave

10
11 The District Administration may grant Personal leaves to covered employees
12 under the California Paid Family Leave (PFL) Insurance Program. Employees
13 are required to use up to two (2) weeks of earned Vacation time before the start
14 of the Personal leave.
15

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

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

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

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

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

39 L. Family Care and Medical Leave

40
41 The District Administration will grant leaves to qualified employees under the Family
42 and Medical Leave Act of 1993 and the California Family Rights Act (see
43 Administration Regulation 4261.8).
44

45 M. Catastrophic Leave Bank

- 46
47 1. A catastrophic sick leave bank shall be set up by the District Administration

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

7
8 The bank shall be funded in the following manner:

- 9
10 a. The District Administration shall on July 1st of each year, deposit one
11 (1) day in the bank for every employee who has used less than one-
12 half (1/2) of their allotted sick leave for the preceding year, up to two
13 hundred (200) hours maximum.
14
15 b. When there is an additional need for deposits, the bargaining unit
16 members who have a reserve of over twenty (20) days may deposit
17 up to two (2) days of their accumulated sick leave in the bank.
18

19 Deposits to the bank shall be by days, but shall be accounted for by hours.
20 Withdrawals shall be by hours.

21
22 N. Bereavement Leave

- 23
24 1. Bereavement leave, without loss in pay or deduction from accumulated sick
25 leave, shall be granted not to exceed three (3) days, or five (5) days if travel
26 to a point more than 150 miles distance is required, for critical illness or
27 death in the immediate family. The immediate family means mother, father,
28 step mother, step father, grandmother, step grandmother, grandfather, step
29 grandfather, or grandchild of the employee or of the spouse or domestic
30 partner of the employee and the spouse, domestic partner, son, step son,
31 son-in-law, daughter, step daughter, daughter-in-law, brother, step brother,
32 brother-in-law, sister, step sister, sister-in-law of the employee or any person
33 living in the immediate household of the employee.
34
35 2. If bereavement leave is granted for the critical illness of a member of the
36 immediate family and that family members dies within the same fiscal year in
37 which the illness occurred, the unit member will be entitled to use the three
38 (3) days or five (5) days to which they would be entitled for that family
39 member's bereavement, less the days they had used for the critical illness.
40

41 O. Jury Duty

- 42
43 1. Any employee called for jury duty in the manner provided for by law shall be
44 granted a leave of absence without loss of pay. When an employee whose
45 regular shift commences at 2:00 p.m. or after is called to serve less than a
46 full day on jury duty, that employee shall be excused from regular duties on
47 those days for a like number of hours as that actually spent in response to

1 the jury duty summons, including time necessary for transportation.

2
3 2. An employee who received a jury duty summons shall submit a copy of the
4 summons to his/her supervisor. At the conclusion of jury duty, the employee
5 shall submit a statement from the Jury Commissioner's Office specifying the
6 dates and times served by the employee. This shall be attached to the
7 appropriate District form. Payment shall be made to the District in the
8 amount of statutory fees which the employee has received for attendance as
9 a juror, excluding the statutory mileage fee.

10
11 3. When the absence of a unit member will result in a hardship for the District,
12 the District may appeal to the Court to have the unit member excused from
13 jury duty.

14
15 4. Notices, summons, and subpoenas for court appearances shall be
16 submitted to the district office, within a reasonable time, when requesting
17 leave.

18
19 P. Legal Duties Leave

20
21 1. Employees shall be granted leaves to appear in court as witnesses other
22 than litigants or to respond to an official order from another governmental
23 jurisdiction for reasons not brought about through the connivance or
24 misconduct of the employee. Such employees shall receive pay up to the
25 amount of the difference between the employee's regular earnings and
26 any amount received for witness fees.

27
28 2. Notices, summons and subpoenas for court appearances shall be
29 submitted to the district office, within a reasonable time, when requesting
30 leave.

31
32 Q. Military Leave

33
34 1. Employees shall be entitled to such leaves of absence and other benefits as
35 are provided by law.

36
37
38
39 R. Emergency Leave

40
41 1. When, despite the best effort of a unit member to report to work, it proves
42 to be impossible due to a disaster, and when the area the unit member
43 would have had to travel through is subsequently declared a disaster area
44 by the Governor of the State or the President of the United States, the unit
45 member shall not suffer a loss of salary or leave time for the time lost from
46 work.

1 S. Personal Reasons Leave

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

27

28 **ARTICLE 10**

TRANSFER

29

30 A. Transfer

31

32 A transfer is a change in a unit member's work site. The employee maintains the

33 same job and the same salary.

34

35 In the case of a transfer, the following factors will apply when a new position is

36 created or an existing position becomes vacant:

37

38 The District Administration will notify the Association President and each work

39 site in time to provide a minimum ten (10) day posting period so that unit

40 members may be fully aware of the transfer opportunity.

41

42 When two (2) or more unit members apply for transfer consideration within the

43 ten (10) day posting period, the District Administration will interview those unit

44 members prior to interviewing outside candidates.

45

46 Should no unit member be selected for the position, those who applied will be told

47 why they were not selected.

1
2 When fewer than two (2) unit members apply for the position they will be
3 guaranteed an interview along with any outside candidates selected for interview.
4

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

9 B. Administrative Transfer

10
11 Except in the case of an emergency, it shall be the policy of the District
12 Administration to give five (5) days advance notice in cases of involuntary transfer.
13

14 C. Promotion

15
16 A promotion is a change in job status such that the unit member moves up to a
17 higher level on the salary schedule.
18

19 In the case of a promotion the following factors will apply when a new position is
20 created or when an existing position becomes vacant:
21

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

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

30 Should no unit members be selected for the position, those who applied will be
31 told why they were not selected.
32

33 When fewer than two (2) unit members apply for the position they will be
34 guaranteed an interview along with any outside candidates selected for interview.
35

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

40 Employees desiring transfer or promotion shall submit the appropriate form to the
41 Human Resources Division. Forms shall be considered active during the school
42 year when filed and through the summer months prior to the start of the next
43 school year. It shall be the responsibility of the employee to provide the Human
44 Resources Division with the current address to which vacancy notices should be
45 sent. It shall be the responsibility of the unit member to submit a Advancement
46 or Transfer form to the Human Resources Division prior to the end of the school
47 year if they want to be considered for a vacancy that may open during the

1 summer months.

2
3 The District hiring protocol, Administrative Regulation 4111 (Recruitment and
4 Selection), will be used by the selection hiring committee in all cases.
5
6

7 **ARTICLE 11**

SAFETY CONDITIONS

- 8
9 A. It is the desire and responsibility of the District to provide a safe and healthy
10 workplace and working conditions for all staff members. To this end, members of
11 the bargaining unit are required to promptly report unsafe working conditions to the
12 Management Team member designated by the Superintendent immediately upon
13 the identification of said conditions. This obligation is based upon the desire of
14 Administration and the Association to insure safe working conditions for employees
15 and the appreciation for reports and/or suggestions pursuant to this joint goal.
16 Having received such reports of unsafe working conditions, it shall be the
17 responsibility of District Administration to promptly investigate and, where
18 appropriate, proceed with plans by which the unsafe condition will be remedied.
19
20 B. For purpose of this article, the immediate supervisor in the elementary schools shall
21 be the school principal. In the case of secondary schools, as well as the various
22 offices and regular work sites, the immediate supervisor shall be the Management
23 Team member designated by the Superintendent in charge of the office or work
24 site. Such designation shall be made known to employees.
25
26 C. When the Superintendent or his/her designee determines that working conditions
27 and/or items of equipment are hazardous to life, health or limb, employees directly
28 affected will be assigned other duties. Should the employee disagree with the
29 above determination, he/she may file a grievance.
30
31 D. When the Superintendent, or his/her designee, determines that specific job
32 assignments reasonably require safety equipment and/or apparel, the District
33 Administration shall furnish such items.
34
35
36
37

38 **ARTICLE 12**

TRAINING

- 39
40 A. The President of the CSEA Petaluma Chapter #212 shall appoint a committee to
41 coordinate staff development with the District. Staff development shall be subject to
42 the collective bargaining process.
43
44

45 **ARTICLE 13**

PROFESSIONAL GROWTH

- 46
47 A. Unit members who wish to increase their efficiency and effectiveness on the job are

1 encouraged to undertake appropriate courses and/or inservice experiences for this
2 purpose. Credit for professional growth shall be granted under the following
3 conditions.
4

- 5 1. Prior approval must be obtained from the Management Team Member
6 designated by the Superintendent.
7
- 8 2. Prior approval must also be obtained from a Professional Growth Committee
9 composed of three unit members appointed by the Chapter President and
10 two members of the District Management Team.
11
- 12 3. Pre-approval of the Management Team Member designated by the
13 Superintendent and the Professional Growth Committee may be given for:
14
 - 15 a. Coursework:
16 College and Community College Courses
17 Adult Education Courses
18 Correspondence Courses
19 Trade Schools (including Business Colleges)
20
 - 21 b. Individual Research (within a program meeting established criteria)
22
 - 23 c. District In-Service Workshops/District-wide Staff Development
24
 - 25 d. Special Activities:
26 Lecture Series
27 Institutes
28 Educational Conferences
29 Workshops
30
- 31 4. District professional growth credit shall not be considered appropriate except
32 as the projected coursework can reasonably be expected to contribute to the
33 efficiency and effectiveness of the unit member in his/her present
34 assignment and in other areas of the classified service to prepare for
35 promotional or transfer opportunities. In that context, coursework deemed to
36 be appropriate would include one or more of the following:
37
 - 38 a. Communication skills (speech, writing, English, bilingual ability, and
39 other job-related skills)
40
 - 41 b. Inter-personal relations skills (psychology, sociology, operation of an
42 organization, and other job-related skills)
43
 - 44 c. Technical skills (typing, computer skills, carpentry, gardening, and
45 other job-related skills)
46
- 47 5. After gaining pre-approval from the Management Team Member designated

1 by the Superintendent and the committee as noted, the unit member will
2 undertake the professional growth experience. Upon successful completion
3 of such experience, the unit member will apply for final approval and credit
4 recommendation from the Management Team Member designated by the
5 Superintendent and Professional Growth Committee. Successful completion
6 will be a grade of "C" or better in those cases where a grade is given, or a
7 "pass" if on a pass/fail system. Necessary forms will be supplied by the
8 District.

- 9
- 10 6. a. A unit of professional growth shall be defined as ten (10) hours of
11 actual instruction. A college semester unit shall count as thirty (30)
12 hours of instruction or three (3) professional growth units. Unit
13 members shall be entitled to receive credit for up to nine (9) units per
14 year and a maximum of twenty-seven (27) units in the professional
15 growth program.
- 16
- 17 b. Unit members shall be entitled to one (1) additional day of vacation
18 per year, effective July 1 of the ensuing school year, for each nine (9)
19 units that are successfully completed.
- 20
- 21 c. As an alternative to an additional day of vacation for each nine (9)
22 units successfully completed, the unit member may elect to be paid
23 a stipend of \$135 per year. This stipend shall be prorated as the
24 number of hours a unit member works per week bears to forty (40).
25 The stipend shall be paid to the unit member over the course of
26 their work year and shall be considered a part of their regular pay.
- 27
- 28 7. All professional growth experiences submitted for credit must be
29 accomplished on the unit member's own time and at the unit member's own
30 expense.
- 31

32

33 **ARTICLE 14**

34 **PROCEDURES FOR EVALUATION**

- 35 A. All original appointments of employees shall be to a probationary period of six (6)
36 months. At the option of the District Administration, the probationary period may be
37 extended for an additional six (6) months to reach a total of one (1) calendar year.
38 A probationary employee may be demoted, suspended, or dismissed at any time
39 during the probationary period and such action shall not entitle the employee to a
40 hearing before the Board of Education. An employee who serves the required
41 period in a satisfactory manner shall be classified as a permanent employee and
42 shall be subject to disciplinary action for cause only.
- 43
- 44 1. An employee who is promoted is in this probationary status insofar as being
45 subject to suspension, demotion, or dismissal during this period of time. A
46 permanent employee who is serving a probationary period as a result of a
47 promotion, and who is found unsatisfactory in the higher position, shall be

1 reinstated in permanent status in his/her former position unless there is
2 cause for dismissal as provided for in Board of Education policy and/or
3 District regulations and not in conflict with law.
4

- 5 2. The District Administration shall establish and maintain a continuing program
6 of employee performance evaluation. The program shall include provisions
7 for preparation of written evaluations by the appropriate Management Team
8 member designated by the Superintendent and a conference for the purpose
9 of making the results of such evaluations known to the employee. The
10 purpose of the performance evaluation is to provide the employee with
11 feedback on his/her performance.
12

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

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

- 38 4. It is the desire of the District Administration that no evaluation of any
39 employee be filed without an opportunity for discussion between the
40 employee and the evaluator. When a unit member has been rated as
41 unsatisfactory, and follow-up meetings are scheduled in order to discuss
42 his/her progress since the unsatisfactory evaluation, sufficient notice shall be
43 made so that the unit member may request a CSEA representative or other
44 bargaining unit member to be present at such meeting. When a conference
45 is scheduled in order to discuss an unsatisfactory evaluation, or the follow-up
46 thereto, it shall be the responsibility of the Management Team member
47 designated by the Superintendent to inform the unit member that he/she may

1 request such representation.
2

3 5. Negative evaluations shall include recommendations for improving areas of
4 performance cited as less than satisfactory. A follow-up meeting will be
5 scheduled in approximately thirty (30) days in order to discuss the unit
6 member's progress following such evaluation.
7

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

15 C. The continued employment of permanent employees is contingent upon satisfactory
16 performance of assigned duties and personal fitness. A permanent employee may
17 be demoted, suspended, or dismissed for cause. The parties acknowledge a
18 mutual interest in maintaining a work force of the highest quality.
19

20
21 **ARTICLE 15**

DISCIPLINE AND DISMISSAL

22
23 A. **Disciplinary Action – Definitions**
24

25 The following disciplinary actions may be taken by the District against a
26 permanent employee for cause as set forth in Section B.
27

28 1. **Dismissal** – Removal from the employment of the District.
29

30 2. **Suspension** – Temporary removal from the employment of the District for
31 a specified period of time.
32

33 3. **Involuntary Demotion** – Placement in a lower classification as a result of
34 disciplinary action.
35

36 4. **Involuntary Transfer** – Placement at a different site as a result of
37 disciplinary action.
38

39 B. **Cause**

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

43 1. Neglect of duty

44 2. Incompetence

45 3. Violation of rules and regulations

46 4. Insubordination

47 5. Dishonesty while on duty

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

23

24 C. Time Limitations

25

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

30

31 D. Procedures

32

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

37

- 38 1. Informal verbal warning conference and written notice
- 39
- 40 2. Written reprimand
- 41
- 42 3. Discipline less than demotion or dismissal by Human Resources
43 Administrator
- 44
- 45 4. Discipline to the Board (up to and including dismissal)
- 46

1 Step 1: Informal Verbal Warning Conference and Written Notice

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

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

16
17 Step 2: Written Reprimand

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

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

36
37
38
39 Step 3: Discipline less than demotion or dismissal by Human Resources
40 Administrator

41
42 A permanent classified employee may be suspended for three days or less
43 without pay or be involuntarily transferred by action of the Human Resources
44 Administrator.

45
46 Before making the final decision on the suspension or involuntary transfer, the
47 employee will be given a written notice of the charges and an opportunity to meet

1 with the Human Resources Administrator. The employee will have the right to
2 have union representation of his/her choice at this meeting. The purpose of the
3 meeting is to review the charges, the documents supporting the charges, and the
4 response of the employee.
5

6 The final decision of the Human Resources Administrator will be made within
7 three working days of the meeting. The decision of the Human Resources
8 Administrator shall be final and submitted in writing to the employee and his/her
9 CSEA Representative.
10

11 Step 4: Discipline to the Board (up to and including dismissal)
12

13 When cause exists for more serious disciplinary actions listed in Section A of this
14 Article (Suspension of more than three days without pay, involuntary demotion,
15 dismissal) the immediate supervisor shall notify the Human Resources
16 Administrator who will prepare a written notice of the specific charge(s) against
17 the employee, a statement of the right to a hearing on such charges, the time
18 within which such hearing may be requested (five days), and a card or paper, the
19 signing and filing of which shall constitute a request for a hearing and a denial of
20 all charges. Failure to request a hearing within five (5) days constitutes a waiver
21 of the right to a hearing.
22

23 The employee may upon request have copies of the material in his/her personnel
24 file.
25

26 E. Hearing
27

28 If the employee does not request a hearing by the specified date, the Board shall
29 determine if cause exists for discipline and take action without a hearing.
30

- 31 1. If the employee does request a hearing by the specified date, the hearing
32 shall be conducted in accordance with Board Policy 4218, as revised on
33 June 25, 2002.
34

35 The hearing shall be held within a reasonable period of time but not less
36 than five (5) calendar days after filing of a request for a hearing.
37

38
39 The employee may be represented at a hearing by a representative of
40 his/her choice. Outside counsel may be obtained at his or her own
41 expense.
42

43 A reporter or mechanical recording device shall record the hearing.
44

- 45 2. The decision of the Board shall be final.
46

47 F. Emergency Discipline/Dismissal

1
2 1. Emergency Situations:
3

4 If the employee's continued presence at the worksite constitutes a danger
5 or jeopardizes the welfare of the employee, other staff, and/or students or
6 threatens to disrupt the educational program, the supervisor,
7 superintendent or designee may suspend the employee immediately and
8 schedule a subsequent informal conference when the emergency is over.
9

10 The employee shall be entitled to pay during any such suspension unless
11 those days are included in the disciplinary action.
12

13 2. Administrative Leave:
14

15 Any permanent bargaining unit member may be placed on administrative
16 leave from duty with pay pending a determination of whether or not
17 discipline will be recommended by the Human Resources Administrator. If
18 discipline is recommended, paid administrative leave will continue pending
19 a decision by the Board of Trustees unless the employee is allowed to
20 return to work by the Human Resources Administrator.
21

22 3. Sex or Narcotics Offenses - Compulsory Leave:
23

24 Any permanent bargaining unit member charged with the commission of
25 any sex offense as defined in, but not limited to, Education Code Section
26 44010, or with the commission of any narcotics offense as defined in, but
27 not limited to, Education Code Section 44011, may be placed on
28 compulsory leave of absence pending a final disposition of such charges.
29

30 Any permanent bargaining unit members placed on compulsory leave
31 shall continue to be paid his or her regular salary during such leave if he
32 or she furnishes to the District a suitable bond to guarantee that the
33 permanent bargaining unit member will repay the salary paid during the
34 compulsory leave in case the permanent bargaining unit member is
35 convicted of such charges or fails to return to service following expiration
36 of the compulsory leave. If the permanent bargaining unit member does
37 not furnish a bond and if the permanent bargaining unit member is
38 acquitted of such offense, or the charges dropped, the District shall pay to
39 the permanent bargaining unit member upon his or her return to service,
40 the full amount of salary which was withheld during the compulsory leave.
41

42 G. Notification of Employee Organization
43

44 At the request of the employee, copies of all communications regarding
45 disciplinary action, which are sent to the employee affected, shall be sent to the
46 President of CSEA Chapter #212.
47

1
2 **ARTICLE 16**

GRIEVANCE PROCEDURE

3
4 A. **Definitions**

- 5
6 1. A "grievance" is an allegation by a grievant that he/she has been adversely
7 affected by a violation of the specific provisions of this Agreement. Actions to
8 challenge or change the policies of the District as set forth in District policy or
9 administrative regulations or procedures must be undertaken under separate
10 legal processes. Other matters for which a specific method of review is
11 provided by law, by the policies, rules and regulations of the Board of
12 Education, or by the Administrative Regulations and procedures of this
13 school district are not within the scope of this procedure.
14
15 2. A "grievant" is any member of the bargaining unit covered by this contract
16 with an alleged grievance.
17
18 3. A "day" is any day in which the central administrative offices of the Petaluma
19 School Districts are open for business.
20
21 4. The "immediate supervisor" is the lowest level Management Team member,
22 having immediate jurisdiction over the grievant, who has been designated by
23 the Superintendent to adjust grievances.
24

25 B. **Miscellaneous**

- 26
27 1. Grievances shall be processed in the order received. No supervisor shall be
28 required, within a five-day period, nor the Superintendent or his/her designee
29 within a ten-day period, to handle more than one grievance. If more than
30 one grievance is pending during these time limitations, time limits imposed
31 upon the employee shall be extended correspondingly. Notwithstanding the
32 above, the District Administration agrees with the goal of handling all
33 employee grievances as expeditiously as possible, particularly at the informal
34 level. The District Administration further agrees with the goal of handling
35 employee grievances concerning matters of health and safety in particularly
36 expeditious fashion. Accordingly, the Association agrees that the grievance
37 procedure will never be used as concerted activity or as harassment.
38 2. An employee may be represented in all stages of the formal grievance
39 procedure by himself/herself, or, at his/her option, by a representative of
40 his/her choice.
41
42 3. Time limits for appeal provided at each level shall begin the day following
43 receipt of written decision by the parties of interest.
44
45 4. The Association may present, process or appeal a grievance concerning
46 Article 3, Association Rights. These grievance actions shall be filed at Level
47 II.

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5. Failure to appeal a decision at any level within the time limit specified constitutes acceptance of decision.
6. All documents, communications and records dealing with the processing of a grievance shall be filed separately.
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.

1 If the immediate supervisor does not respond within the time limits,
2 the grievant may appeal to the next level.
3

4 Within the above time limits either party may request a personal
5 conference. In the case of this conference, as well as all subsequent
6 conferences, the grievant may arrange for a CSEA representative or
7 other bargaining unit member to be present.
8

9 In the case of allegations of a violation, misinterpretation or
10 misapplication which are district-wide in implication and which have
11 been processed through the informal level by at least a single unit
12 member, the Association may file a single grievance on behalf of all
13 complainants involved. This grievance shall be filed at Level II.
14

15 b. Level II
16

17 In the event the grievant is not satisfied with the decision at Level I,
18 he/she may appeal the decision within ten (10) days to the Human
19 Resources Administrator. This statement should include a copy of
20 the original grievance, the decision rendered, and a clear, concise
21 statement of the reasons for the appeal.
22

23 The Human Resources Administrator shall communicate his/her
24 decision within ten (10) days after receiving the appeal. Either the
25 grievant or the Human Resources Administrator may request a
26 personal conference within the above time limits. If the Human
27 Resources Administrator does not respond within the time limits, the
28 grievant may appeal to the next level.
29

30 c. Level III
31

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

37 The Superintendent, or his/her designee, shall communicate his/her
38 decision to the grievant within ten (10) days. Either the
39 Superintendent, his/her designee, or the grievant may request a
40 personal conference within the above time limits.
41

42 d. Level IV
43

44 In the event the grievant is not satisfied with the decision at Level III,
45 the grievant may, within five (5) days after the receipt of the decision
46 from the Superintendent, or his/her designee, request, in writing, that
47 CSEA submit the grievance to a three-person panel. CSEA, by

1 written notice to the Superintendent within ten (10) days after the
2 receipt of the request from the grievant, may elect to submit the
3 grievance to a three-person panel. If CSEA declines to submit the
4 grievance to a three-person panel, the grievant or CSEA may submit
5 the grievance directly to the Board of Education for a final decision.
6

7 The panel shall be composed of one member selected by CSEA, one
8 member selected by the District Administration, and the third member
9 jointly selected by the other two. Each side shall select their
10 representative within five (5) days of the request from CSEA. The two
11 representatives shall select the third member within ten (10) days.
12 The panel shall conduct a hearing at which both parties may present
13 evidence. After concluding the hearing, the panel shall prepare a
14 report listing the issues, the pertinent facts found at the hearing, and
15 recommendation for resolution. The report shall be sent to the Board
16 of Education with copies to the grievant, CSEA, and the
17 Superintendent.
18

19 The panel's report shall be binding on both parties, provided,
20 however, that the Board of Education, within fifteen (15) days of the
21 receipt of the report may reject all or part of the report.
22

23 Costs of the services of the third panel member and any costs of the
24 hearing shall be borne equally by the District Administration and
25 CSEA. However, if the Board rejects all or part of the panel's report,
26 the costs of the services of the third panel member and costs of the
27 hearing shall be borne by the District Administration.
28
29

30 **ARTICLE 17**

LAYOFF AND REEMPLOYMENT

31
32 A. Layoff and reemployment in the District will be governed by the provisions of the
33 Education Code and other applicable State law.
34

35 1. Classified employees shall be subject to layoff for lack of work or lack of
36 funds. Whenever classified employees are laid off, the order of layoff within
37 a given class shall be determined by length of service. The unit members
38 who have been employed the shortest time in the given class, plus higher
39 classes, shall be laid off first. Reemployment shall be in the reverse order of
40 layoff.
41

42 2. Bargaining unit members hired prior to July 1, 1971, and after June 30, 1993,
43 shall have their seniority based on hire date.
44

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

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

- 3 a. Hire date prior to July 1, 1971.
- 4 b. Ranking by hours effective June 30, 1993.
- 5 c. Hire date after June 30, 1993.

- 6
- 7 3. When, as a result of a reduction or elimination of the service being performed
- 8 by any department, classified employees are subject to layoff for lack of
- 9 work, these employees shall be given notice of layoff not less than forty-five
- 10 (45) days prior to the effective date of the layoff. These employees shall also
- 11 be informed of their displacement rights, if any, and reemployment rights.
- 12
- 13 4. Layoffs may also be necessary for lack of funds in the event of an actual and
- 14 existing financial inability to pay salaries of classified employees or for
- 15 causes not foreseeable or preventable by the District Administration. In such
- 16 cases, the forty-five (45) day notice shall not be required.
- 17
- 18 5. When, as a result of the expiration of a specially-funded program, classified
- 19 positions must be eliminated at the end of any school year, and unit
- 20 members will be subject to layoff for lack of funds, the employees to be laid
- 21 off at the end of the school year shall be given written notice forty-five (45)
- 22 days prior to the effective date of the lay-off. This written notice shall inform
- 23 them of their layoff effective at the end of the school year and of their
- 24 displacement rights, if any, and reemployment rights. In the event that the
- 25 termination date of any specially funded program is other than June 30th,
- 26 such notice shall be given not less than forty-five (45) days prior to the
- 27 effective date of their layoff.
- 28
- 29 6. If two (2) or more employees subject to layoff have equal seniority, the
- 30 determination as to who shall be laid off shall be made on the hire date
- 31 seniority with the employees hired first being retained and if that is equal,
- 32 then the determination shall be made by lot with the involved employees and
- 33 their representatives present. Such drawing shall not be determined invalid
- 34 in the event that one or more employees, or their representatives, are unable
- 35 (or choose not) to be present.
- 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 by the District Administration of opening(s). The laid off
47 employee is required to respond to the offer of a position, within five (5) days

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

47 The deliberation of the panel shall take place in closed session. The panel shall

1 make a recommendation to adopt, reject, or modify the reclassification requests.

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

6
7 The recommendations made by the panel will be forwarded to the Negotiating
8 Teams. The Teams will meet in February to discuss each recommendation and
9 will take a vote to approve or disapprove the panel's recommendation.

10
11 If the specific position being voted on is one that a Negotiating Team member is
12 an incumbent in, they will not vote on that position.

13
14 The majority prevails as long as there is at least one representative of the
15 minority team in agreement with the majority.

16
17 If both sides don't agree the item will remain open for discussion.

18
19 The recommendation of the Panel and the position of the Negotiating Teams will
20 be confidential to the unit members and only the outcome will be shared with
21 them.

22
23 The decision of the Negotiating Teams shall be binding and shall be effective on
24 March first following the decision.

25
26 The unit member whose position is reclassified shall be placed on the step and
27 range of their new classification that provides at least a 5% salary increase.

28
29 Any recommendation for a change in the job description shall be subject to
30 negotiation between CSEA and the District.

31
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 • Assuming duties on one's own behalf, without the knowledge of
40 management
41 • Workload
42 • Longevity
43 • Excellence in work performance
44

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.