

# SHASTA UNION HIGH SCHOOL DISTRICT

2200 Eureka Way Redding, CA 96001 (530)241-3261

## Contract Agreement for Classified Employees

# CSEA

Board Approved June 13, 2023  
Expires October 31, 2026

## TABLE OF CONTENTS

| ARTICLE  | PAGE |
|--|------|
| 1 Agreement .....  | 5    |
| 2 District Rights .....  | 5    |
| 3 Organizational Rights .....                                  | 6    |
| 3.5 Released Time for Negotiations                             |      |
| 4 Organizational Security .....                                | 8    |
| 4.1 Employee Rights  |      |
| 4.2 Payroll Deductions   |      |
| 4.3 Payment Method & Certification Requirements                |      |
| 4.4 Amount of Service Fee                                      |      |
| 4.5 Annual Verification of Service Fee by Association          |      |
| 4.6 Employees Exempted from Obligation to Pay Service Fee      |      |
| 4.7 District's Obligations                                     |      |
| 4.8 Hold Harmless Provisions                                   |      |
| 5 Evaluations .....  | 12   |
| 5.1 General  |      |
| 5.2 Personnel Files  |      |
| 6 Hours of Employment .....                                    | 14   |
| 6.1 Work Week and Work Day                                     |      |
| 6.4 Meal and Rest Breaks                                       |      |
| 6.5 Overtime/Extra Duty  |      |
| 6.6 Four-Day Work Week   |      |
| 7 Bus Driver Provisions .....                                  | 18   |
| 7.1 Joint Committee  |      |
| 7.2 Event Trip Assignments                                     |      |
| 7.3 Assignment of Drivers to Additional Hours on Regular Basis |      |
| 7.4 Assignment of Extra Duty Trips during Regular School Day   |      |
| 7.5 Event Trips  |      |
| 8 Holidays .....   | 22   |
| 9 Vacations .....  | 24   |

| <b>ARTICLE</b>   | <b>PAGE</b> |
|--|-------------|
| 10 Leaves .....  | 25          |
| 10.1 Sick Leave  |             |
| 10.2 Bereavement Leave                                     |             |
| 10.3 Jury Duty   |             |
| 10.4 Industrial Accident                                   |             |
| 10.5 Personal Necessity Leave                              |             |
| 10.6 Pregnancy Disability Leave                            |             |
| 10.7 Child Care Leave                                      |             |
| 10.8 Other Leave without Pay                               |             |
| 10.9 Personal Leave  |             |
| 10.10 Leave for Family Care                                |             |
| 10.11 Catastrophic Leave                                   |             |
| 11 Hiring, Promotions and Transfers .....                  | 34          |
| 11.1 Posting and Filling of Vacancies                      |             |
| 11.2 Transfers   |             |
| 11.3 Voluntary Demotions                                   |             |
| 12 Grievance Procedure .....                               | 36          |
| 12.3 Definitions   |             |
| 12.4 General Provisions                                    |             |
| 12.5 Procedure   |             |
| 13 Safety .....  | 39          |
| 14 Compensation .....                                      | 40          |
| 14.1 Salary  |             |
| 14.2 Fringe Benefits                                       |             |
| 14.3 Uniforms  |             |
| 14.4 Automobile Mileage Expense Reimbursement              |             |
| 14.5 Personal Property Loss or Damage Reimbursement        |             |
| 14.6 Educational Cost Reimbursement                        |             |
| 14.7 Retirement Incentive                                  |             |
| 14.8 Leadership Academy                                    |             |
| 14.9 Coaching stipend                                      |             |
| 14.10 Classified School Employee Summer Assistance Program |             |
| 15 Layoff and Reemployment .....                           | 49          |
| 15.2 Layoff and Notice of Layoff                           |             |
| 15.3 Reemployment and Other Rights                         |             |
| 15.4 Miscellaneous Provisions                              |             |

| <b>ARTICLE</b>  | <b>PAGE</b> |
|---|-------------|
| 16 Temporary Short-Term Assignments .....                     | 53          |
| 16.1 Filling Short Term Positions Outside Regular School Term |             |
| 16.2 Working Out of Class during Regular School Term          |             |
| 16.3 Pay and Benefits   |             |
| 16.4 Evaluation   |             |
| 16.5 Length of Assignments                                    |             |
| 16.6 Right to Employ Substitute and Short-Term Employees      |             |
| 16.7 Transfer   |             |
| 16.8 Part-Time in Other than Regular Temporary Assignment     |             |
| 16.9 Part-Time Substitute Positions                           |             |
| 17 Association/District Cooperation .....                     | 57          |
| 17.1 Central Coordinating Committee                           |             |
| 18 Miscellaneous Provisions .....                             | 58          |
| 18.1 Savings  |             |
| 18.2 Effect of Agreement                                      |             |
| 18.3 Concerted Activities                                     |             |
| 18.4 Cameras  |             |
| 19 Completion of Meet and Negotiations .....                  | 59          |
| 20 Duration of Contract .....                                 | 60          |
| Attachment – Salary Schedule A                                |             |
| Appendix A.1 – Evaluation Rotation                            |             |
| Appendix B – Coaching/Athletics Compensated Extra Duty        |             |

## **Article 1**

### **AGREEMENT**

- 1.1 This is an agreement made and entered into by and between the SHASTA UNION HIGH SCHOOL DISTRICT (hereinafter referred to as "District") and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, Shasta Chapter 181 (hereinafter referred to as "Association").
- 1.2 The District confirms the recognition of the Association as the exclusive representative for those units of classified employees certified by Public Employee Relations Board on January 3, 1978 (Docket Number S-R-296) and amended on June 12, 1987 (PERB S-UM-387). This agreement applies only to regular classified District employees included in the representation unit as listed in Appendix A.

## **Article 2**

### **DISTRICT RIGHTS**

- 2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.
- 2.2 The District's exercise of its powers, rights, authority, duties and responsibilities; the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with law.
- 2.3 The District retains its right to amend, modify, or rescind policies, regulations, and practices referred to in this agreement in cases of emergency. For the purposes of this article, an emergency is defined as an act of God, a war, a natural or man-made disaster.
- 2.4 Any review of grievances related to this article, pursuant to Article 12.5 (Procedures for Processing Grievances), is solely limited to whether or not the District appropriately reserved its rights.

### **Article 3**

#### **ORGANIZATIONAL RIGHTS**

- 3.1 Within 30 days after the execution of this contract, the District shall duplicate and make available without charge a copy of this contract to every employee in the bargaining unit.
- 3.2 The Association President or other officer designated by the President will be permitted released time up to a maximum of twelve days for each 12-month period under this contract for the purpose of conducting the normal business of the Association. The District will further provide for released time for the Association President to attend meetings of the school board. The released time is granted with the understanding that the Association President's first commitment is to employment with the District and that absences for Association activities will be held to a minimum. The Association President will seek at least five days advance review by a designated management person for each request.
- 3.3 The District will provide the Association with a seniority list for purposes of layoffs of all classified employees in the District. Such list shall be provided by February 1 of each year of this Agreement; and upon request of the Association, the District will provide the Association with an updated list within 10 calendar days of the service of layoff notices to members of the bargaining unit.
- 3.4 One night custodian at each school site shall be permitted three hours released time per meeting for the purpose of attending up to 10 CSEA meetings per year. The three hours released time shall include any necessary travel time. Requests for released time to attend Association meetings must be submitted in writing to the immediate supervisor at least five work days before the scheduled meeting.
- 3.4.1 CSEA President in conjunction with the Human Resources Department will schedule meetings with new employees for orientation.

#### **3.5 Released Time for Negotiations**

- 3.5.1 Released time for negotiations shall be provided only as authorized in this Article. Eight (8) hours of release time or thirty two (32) employee hours total for pre negotiation meetings.
- 3.5.2 The Association shall request released time for negotiations. Such request shall be directed to a designated District representative.
- 3.5.3 An employee released for negotiations shall be released from all work regardless of the employee's assigned shift if negotiations last or are scheduled to last for six or more hours, except that an employee shall work that portion of a shift which can be completed before negotiations begin.

- 3.5.4 An employee released for negotiations who negotiates for less than six hours and/or when negotiations are scheduled for less than six hours shall return to work regardless of the assigned shift.
- 3.5.5 Any exceptions to the foregoing shall be mutually agreed to by the District and the Association.
- 3.5.6 Night custodians shall be released for a maximum of three (3) hours to enable them to participate in contract ratification voting. The released time shall be limited to one evening meeting per school year. Each custodian shall return to work immediately after the ratification meeting.

**Article 4**  
**ORGANIZATIONAL SECURITY**

**4.1 Employee Rights**

- 4.1.1 The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Association shall not be compulsory.
- 4.1.2 An employee has the right to choose, either to become a member of the Association, or, to pay to the Association a fee for representation services, or to refrain from either of the above courses of action upon the grounds set forth in Section 4.6 below.

**4.2 Payroll Deductions**

- 4.2.1 The Association shall be provided continuous payroll deductions of membership dues, including the dues of the State organization. The Association shall hold the District harmless on account of any problem arising from monies having been deducted and remitted to the Association pursuant to this Section. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Section.
- 4.2.2 The Association is entitled to a change in payroll deductions of its member(s) provided an authorized Association officer submits a written request to the District for such adjustment; and provided further that at least 30 calendar days prior to the change an authorized Association officer shall furnish the District with evidence that the Association provided notification to its members of said change. Such changes shall consist of total annual dues change, increase or decrease in dues requirements, increase or decrease in authorized deductions by a member(s) for Association approved items.
- 4.2.3 The District shall remit all dues collected to the Association with an accompanying alphabetical list of all employees for whom all dues deductions have been made.

**4.3 Payment Method and Association Certification Requirements**

- 4.3.1 An employee who does not fall within the exempted categories as set forth in Section 4.6 below, and who has not voluntarily made application for membership in the Association within the 60th day following either the date upon which the results of the separate election provided for in the Sections above are finally certified pursuant to the rules and regulations governing the Public Employment Relations Board, or, the date upon which said employee



has been formally hired by the District as a bargaining unit employee, must, as a condition of continued employment in the District, pay to the Association a service fee, in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said employee who is not a member of the Association.

4.3.2 In the event that an employee does not become a member of the Association or pay such fee directly to the Association, the District shall begin automatic payroll deduction in the same manner as set forth in Section 4.2 of this Agreement and pursuant to the Education Code.

4.3.3 Prior to the beginning such automatic payroll deduction, the Association will certify to the District in writing that:

(1) the employee whose pay is to be affected by the deduction has:

- (a) refused to join the Association;
- (b) refused to tender the amount of the service fee as defined herein; and
- (c) not applied for an exemption under Section 4.6 herein; and

(2) the Association is complying with current Public Employment Relations Board Regulations regarding "Notification of Non-member," "Filing of Financial Reports," "Agency Fee Appeal," "Escrow of Agency Fees in Dispute," and "Filing of Agency Fee Appeal Procedure."

4.3.4 The written certification in 4.3.3 above shall be a condition precedent to any collection of the service fee by the District.

4.3.5 The District is under no obligation to make payroll deductions for periods during which an employee is either terminated from active employment or not on the District's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than 30 days. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees to be deducted. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over Association dues and service fees.

#### **4.4 Amount of Service Fee**

4.4.1 The service fee collected from employees pursuant to Section 4.6 shall be that allowed by Section 3540.1(i)(2) of the Government Code.

4.4.2 Full-time, non-exempt employees hired during the school year shall join the Association or pay a prorated service fee. Part-time, non-exempt employees

shall join the Association or pay a prorated service fee. Employees on leave without pay, and employees who are on laid-off status shall be exempt from these provisions herein; except that the election as to membership or payment of a fee as set forth herein must be exercised within the first 10 work days upon return to paid status.

4.4.3 Any dispute as to the amount of the service fee shall be resolved pursuant to the current regulations of the Public Employment Relations Board.

#### **4.5 Annual Verification of Service Fee by Association**

The Association shall file in a timely manner with the District a copy of the written notice required by the regulations of the Public Employment Relations Board to be sent to non-Association members subject to the service fee.

#### **4.6 Employees Exempted From Obligation to Pay Service Fee**

4.6.1 Any employee shall be exempted from the requirements of a service fee if such employee is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a "public employee organization" as defined by Section 3540.1(d) of the Government Code.

4.6.2 Such exempt employee shall, as an alternative to payment of a service fee to the Association, pay an amount equivalent to such service fee to any charity jointly agreed upon by the District and the Association which is exempt from taxation under the Internal Revenue Code. Such charities cannot be affiliated in any manner with the Association, nor can such charities be related to an established religious organization.

4.6.3 The Association may, upon written request to the employee, require the exempt employee to submit an affidavit explaining the basis for the employee's objection to the payment of the service fee.

#### **4.7 District's Obligations**

The District's obligations under this Article are 1) to notify any employee who has failed to comply with the provisions of this section that, as a condition of employment in the District, such employee must either become an Association member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement; and 2) deduct from pay appropriate amounts pursuant to Sections 4.2 and 4.4 herein. Under no circumstances shall the District be required to dismiss or otherwise discipline any employee for failure to fulfill their obligations to pay the fees established herein.

#### **4.8 Hold Harmless Provisions**

The Association shall indemnify and hold the District harmless against any and all claims, demands, or liabilities asserted by an employee that arise in connection with the

service fee provisions defined herein. The Association shall fully and promptly pay the District for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, whether formal or informal, which are actually brought, or attempted or threatened to be brought, against the District or any of its agents, or employees, in connection with the interpretation, application, administration or enforcement of any Section in this Agreement pertaining to service fee. Such costs shall include, but not be limited to, court costs, litigation expenses, and attorney's fees incurred by the District.

4.9 It is agreed and understood by the parties to this Agreement that the provisions, rights and obligations herein pertaining to payment of a service fee and dues deductions shall not survive beyond the term of this Agreement, and shall accordingly expire on the termination date of this collective agreement.

## **Article 5**

### **EVALUATIONS**

#### **5.1 General**

All unit members will be notified of who will be their evaluator and shall be given information about the evaluation procedures. The standards, goals, objectives and expectations shall be consistent with the duties and responsibilities set forth in the employee's job description and will be made known to the employee when first employed. Evaluation and assessment of the performance of each unit member shall be made on a continuing basis, at the end of the second and fifth month for probationary personnel and permanent employees will be evaluated at least every other year after the first two years of employment in the same classification. See Appendix A.1

5.1.1 Employees shall meet with the evaluator to review and sign their rating forms before they are submitted to the Human Resources Office by the evaluator. Such signature shall not necessarily imply agreement with the evaluation, but shall only indicate that the employee has reviewed the evaluation and has been provided a copy of such evaluation.

5.1.2 Employees may review and respond in writing to their supervisor's evaluation. The written response shall be attached to the evaluation and placed in the personnel file.

5.1.3 The evaluation shall include written recommendations for improvement when an employee is rated as deficient in one or more areas. The evaluator shall meet with the employee, discuss the specific recommendations, and attempt to assist the employee in improving performance.

#### **5.2 Personnel Files**

5.2.1 An employee may inspect material in the official personnel file which may serve as a basis for affecting the employment status of the employee except materials which:

- (a) were obtained prior to the employee's employment,
- (b) were prepared by identifiable examination committee members, or
- (c) were obtained in connection with a promotional examination.

5.2.2 An employee may inspect such materials in the personnel file, with the exception of the above specified items, during the normal business hours of the District at times other than when the employee is required to render service. Such inspection shall take place under the supervision of a District administrator or designee.

5.2.3 No materials of a derogatory nature, except the above specified items, may be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon. An employee shall have the right

to enter, and have attached to any such derogatory statement, the employee's own comments. The review and comment upon materials of a derogatory nature shall take place during the normal business hours of the District and at a time when the employee can be spared from duty, as determined by the site supervisor. The employee shall submit a request in advance to the site supervisor to leave the normal place of work during assigned duty times for such review and comment.

5.2.4 All material placed in an employee's personnel file shall be dated and signed by the contributor.

5.2.5 The official personnel file of each employee as referred to in this section shall be kept in the District Office.

## **Article 6**

### **HOURS OF EMPLOYMENT**

#### **6.1 Work Week and Work Day**

6.1.1 Regular full-time employment consists of a 40-hour work week rendered in units of eight hours. The regular work week for full-time employees shall consist of five consecutive work days for all employees rendering service averaging four hours or more per day during the work week.

6.1.2 The work day and work week for all employees shall be established and regularly fixed by the District.

6.2 The District will not modify a work shift or a work schedule for purposes of avoiding the payment of overtime.

6.3 A part-time employee who is assigned by the District to work a minimum of 30 minutes per day in excess of his/her regular assignment for a period of 20 consecutive working days or more, shall have the basic assignment changed to reflect the longer hours for the period of such assignment.

#### **6.4 Meal and Rest Breaks**

6.4.1 A non-compensated meal period of 30 or 60 minutes shall be provided to all employees who render service of at least six consecutive hours. The length of the meal period shall be determined by the District supervisor. The District supervisor shall assign the meal period to be taken as soon after the conclusion of four hours of service as possible.

6.4.2 A 15-minute compensated rest period shall be provided to employees for each four-hour period of service. This rest period shall be taken at the direction of the District supervisor at or near the mid-point of each four-hour period of service. If an employee works more than four hours and is not entitled to a meal period, the employee will receive two (2) ten (10) minute compensated rest periods. Six (6) to eight (8) hour employees also receive a non-compensated meal break (6.4.1).

##### Employee Hours

1h – 3:59

4hrs

4:01-5:59

6 – 7:59

8hr

##### Rest Period

0

15 min

2-10 min.

15 min.

2 -15 min.

6.4.3 Upon request of an employee, rest periods of a total of 30 minutes on evening or special work shifts may be scheduled. Such scheduling shall be made at the mutual convenience of the employee and the District supervisor.

## **6.5 Overtime/Extra Duty**

6.5.1 Overtime compensation shall be provided employees who are directed by their supervisor to work in excess of eight hours in any one day, or in excess of 40 hours in any work week.

6.5.2 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence, including serving on the negotiations team, shall be considered as time worked by the employee. All time during which an employee is directed and authorized by the District supervisor to be on duty and to perform service shall also be considered as time worked.

6.5.3 Employees with a work week of five consecutive work days averaging four hours or more per day shall receive overtime compensation for work directed and authorized by the immediate District supervisor to be performed on the sixth and seventh day following the commencement of the work week.

6.5.4 Employees whose average work day is less than four hours shall receive overtime compensation for work directed and authorized by the District supervisor to be performed on the seventh day following the commencement of the work week.

6.5.5 Upon request of the employee, the District may grant compensatory time equal to time and one-half of the employee's regular rate of pay or shall receive compensatory time off at time and one-half of the employee's regular rate of pay. Employees authorized by the District to take compensatory time off in lieu of cash compensation for authorized overtime shall take the compensatory time off, as approved by the District, within three calendar months following the month the overtime service was rendered. If the employee is unable to take the time, or if the District rejects the employee's request for compensatory time, the employee shall be compensated in the form of pay as set forth herein. All compensatory time shall be documented on employee's time sheet.

6.5.6 The intent of the parties is to provide total compensation or compensatory time off at one and one-half times the regular rate of pay and to avoid "pyramiding" of overtime worked.

6.5.7 Scheduled overtime/extra duty which falls on the 6th or 7th day of work shall be for two (2) hours of guaranteed work.

6.5.7.1 On an annual basis, non-probationary food service workers may sign up for extra duty hours available within the catering department (pizza/catering, cake/catering, other catering). This extra duty rotation will be based on a seniority rotation. This list will be made of two (2) lists, one for cake and one for catering/pizza. In order to qualify to be placed on the annual catering list/s an employee must hold a district pizza, catering and/or cake certificate. The District will hold classes for obtaining such certificates. The class size will be limited to 15 people per year. Annually classes will be held which will be on a voluntary (unpaid) basis. Certification for these extra duty catering hours is contingent upon successful completion of the training. A test shall be developed by a joint committee for certificate. The committee will consist of two (2) CSEA members and two (2) management. Each year an employee may "pass" or refuse three (3) times before being removed from the rotation list. If an employee does not show for the duty of which they had accepted this will qualify as a "pass" or refusal unless 24 hour notice has been given. Extra duty catering hours will be paid at the employee's regular rate of pay.

#### **6.5.8 Shift Differential**

A full-time employee whose assigned work shift commences between 2:30 p.m. and 4:00 a.m. shall receive a shift differential in the form of an assigned shift of seven and one-half hours, for which he/she shall be paid eight hours at the regular rate of pay.

6.5.9 Full-time employees called in or called back to work by the District supervisor on a work day beyond the normal working hours, or a day not scheduled to be worked, shall receive at least two hours of pay at the overtime rate, as specified above. This provision shall not apply to any employee who is assigned, prior to leaving work, to work beyond the normal workday. On the sixth and seventh days of work, the minimum call-in time is four hours paid at the overtime rate. The called-in employee must clock in, perform needed function, do a facilities security check and inspection, and clock out at completion.

6.5.10 Each work site will offer the opportunity for overtime/extra duty on a rotational basis for purposes of equitable distribution among the eligible employees at the work site. The rotation shall begin by offering the opportunity in the order of greatest seniority within classification at each work site. If an employee declines overtime/extra duty, then that employee shall not again be offered overtime/extra duty until the completion of the rotation at the work site. Thompson Field shall be considered a work site at Shasta High School. The District has the right to assign overtime/extra duty; however, such involuntary assignment shall consist of a rotation in the reverse order of seniority within classification.



## **6.6 Four-Day Work Week**

6.6.1 The following applies if the District elects to assign employees during the summer recess to a four-day work week consisting of 10 hours per day:

- a) When a four-day work week is established, the overtime rate shall be paid for all hours worked in excess of the required work day, which shall not exceed 10 hours. Work performed on the fifth, sixth and seventh days shall be compensated for at the rate equal to one and one-half times the regular rate of pay of the employee designated and authorized to perform the work.

An employee working an average work day of five hours or less during the work week shall, for any work required to be performed on the sixth or seventh day following the commencement of this work week, be compensated for at a rate equal to one and one-half times the regular rate of pay of the employee designated and authorized to perform the work.

- b) Employees who use vacation or sick leave on one of the 10-hour work days will have 10 hours, or 1.25 days, deducted for each full day of leave taken. Five hours, or .625 days will be deducted for each half day of leave taken.
- c) Work week assignments shall consist of four consecutive days.
- d) The Fourth of July will be a full 10-hour holiday.
- e) Part-time employees who are assigned to work during the period will not receive a reduction in hours per week. Any resulting increase in hours per day, however, will not increase the employees' basic assignment for calculation of fringe benefit proration.
- f) Rest periods shall be 20 minutes each.

Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Education Code Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a 15-calendar day period except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the Board for a period of more than five (5) working days provided that his or her salary is adjusted upward for the entire period he or she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his or her normal assigned duties. If an employee is assigned to work in a lower classification, the employee shall be paid his or her regular rate of pay.

## **Article 7**

### **BUS DRIVER PROVISIONS**

7.1 Established regular daily job assignments consist of all regular and established assignment time. Established job assignments shall be assigned by seniority with greatest hours going to most senior employees. Established regular assigned time shall be developed prior to start of each school year.

#### **7.1.1 Joint Committee**

A joint committee, composed of three employees appointed by the Association and up to three management employees appointed by the District, may meet at least once each month of the regular school year in order to discuss matters of mutual concern regarding bus driver terms and conditions and regarding the implementation and application of the Transportation Handbook for School Bus Drivers. The committee may submit to the District written request that a particular management employee attend a meeting. The District shall arrange to make the management employee available whenever possible. This committee shall not be empowered to change the terms and conditions of this Agreement.

#### **7.1.2 Driver Rotation**

A driver may remove themselves from any rotation list or be added back to said list upon request by written notice to Transportation Director. This may be requested two times per year, July 1st through December 31st and/or January 1st through June 30th.

7.1.2.1 The Transportation Director or designee reserves the right to assign drivers to any trips not covered by regular list rotation; such involuntary assignment shall consist of a rotation in the reverse order of driver seniority regardless of opt-out status.

#### **7.2 Event Trip Assignments**

(Are defined as three hours or more.)

An event trip is defined as any pupil transportation other than regular established assignments (see 7.1 above). Any trip that is scheduled three hours or more shall be considered an Event Trip.

7.2.1 Driver pay for all trips shall be at the individual's rate, except that overtime shall be paid in accordance with Sections 6.5.1 through 6.5.7 of this agreement.

7.2.2 Drivers shall be paid for time that they are required to stand by ready and be immediately available to transport students and when the driver must stay with the bus during school-related events. If the hours worked will exceed the legal limits established in the California Administrative Code, then the driver will be paid per diem and be in unpaid status during the required time off.

7.2.3 Drivers assigned to a trip that leaves on a Friday and returns on Sunday are guaranteed a minimum of eight hours pay for Saturday, at the appropriate rate.

7.2.4 The Transportation Director is responsible to maintain and implement a District rotation list for the assignment of drivers to event trips. The purpose of the rotation list is to provide an equal distribution among employees for the opportunity for event trips.

7.2.5 The rotation shall begin by offering the opportunity in the order of greatest seniority. If the employee declines the trip, then that employee shall not again be offered an event trip until the completion of the rotation. Employees have two work days from the posting of a trip to notify the Transportation Director of accepting or declining any trip. However, if the driver is unable to take the trip because the trip is canceled, or the driver is on a paid leave, that driver shall be considered again at the time of the next trip. The list is on continuous rotation which is carried over from year to year and shall be posted weekly on the transportation department's bulletin board.

7.2.5.1 Event trip rotation lists are as follows:

- School term, Monday through Friday
- Saturday/Sunday/Holiday (ED and OT shall be paid in accordance with Sections 6.5.1 through 6.5.7 of this agreement)
- School break periods
- Bus Driver/Utility is NOT eligible to be in rotation

7.2.5.2 Any trip that does not allow the driver a minimum of eight (8) consecutive hour's off-duty prior to the start of their next scheduled assignment, the Transportation Director will determine the starting time for said driver as close as possible to the eight (8) hour requirement. The District will utilize school business time for the first hour of a drivers' time that may be lost due to driving of this event trip assignment. The driver may return to fulfill remaining contracted hours and do alternate duties as assigned. The driver may choose to utilize Personal or Personal Necessity Leave to make-up loss of time of any regularly scheduled assignments for the time not covered under school business.

7.2.7 The Transportation Director shall have the authority to assign an experienced driver to a trip if, in the director's judgment, the trip is difficult and the next driver on the rotation list lacks the necessary experience. The experienced driver selected in preference shall be moved to the bottom of the list after the

trip. The inexperienced driver shall stay at the top of the list and be next in line for the next event trip.

- 7.2.8 A driver may remove themselves from any rotation list or be added back to said list upon request by written notice to Transportation Director. This may be requested two times per year, July 1st through December 31st and/or January 1st through June 30th.

### **7.3 Assignment of Drivers to Additional Hours on a Regular Basis**

- 7.3.1 Should additional hours become available for assignment, they shall be posted on the employees' bulletin board in the District Transportation Department.
- 7.3.2 Should current drivers apply for the additional regular hours the following will be considered in determining the driver who receives the additional hours:
- Satisfactory Evaluations for the past 12 months.
  - The new assignment does not exceed 8 hours per day or 40 hours per week.
  - The new hours do not conflict with the employee's current assignment.
  - Seniority: If two qualified drivers apply, the most senior will be considered first.
  - Training and competencies.

### **7.4 Assignment of Extra Duty Trips during the Regular School Day**

(Are defined as less than three hours.)

- 7.4.1 The Transportation Director will maintain a formal rotation list of drivers who work less than eight hours per day.
- 7.4.2 The list will rotate from most senior to least senior. The list is on continuous rotation which is carried over from year to year and shall be posted weekly on the transportation department's bulletin board.
- 7.4.3 As a guiding principle, assignments should not be given to any regular driver if the combination of regular assignment and extra duty trip exceeds a total of eight hours in the day, except in circumstances where the director assigns trips in order to maintain all drivers at the same average.
- 7.4.4 Extra duty trip assignments shall not interfere with the driver's regular assignment.
- 7.4.5 Drivers will not be scheduled for an extra duty trip and an event trip on the same day, if the hours worked will exceed the legal limits established in the California Administrative Code.

7.4.6 Relief drivers may be used if regular drivers do not volunteer for the work according to this article.

7.4.7 Off-site satellite drivers are only eligible for extra-duty trips at their assigned site and will have first priority for those trips.

7.4.8 A Bus Driver/Utility is not eligible for extra-duty trips unless no other driver is available and/or interested.

7.4.9 Drivers shall be paid for time that they are required to stand by ready and be immediately available to transport students and when the driver must return to the transportation department with less than one half hour of time between the trip drop-off and return.

## **7.5 Event Trips**

Any trips that request a charter bus or van shall be approved by mutual agreement between the district and CSEA.

If all available drivers decline a trip, the Transportation Director may schedule appropriately including charter, vans and private owned vehicle.

## **Article 8**

### **HOLIDAYS**

8.1 The following shall be the holiday schedule for employees:

|  |                        |
|--|------------------------|
| July 4   | Independence Day       |
| First Monday in September  | Labor Day              |
| A day in lieu of Admissions Day<br>will be mutually designated each year.<br>Typically the Wednesday before Thanksgiving |                        |
|  | Admissions Day         |
| November 11  | Veterans Day           |
| Last Thursday and Friday in November   | Thanksgiving Holiday   |
| December 25 and day preceding and day following  | Winter Holiday         |
| January 1  | New Year's Day         |
| Third Monday in January<br>(determined in year with adoption of school calendar)   | Martin Luther King Day |
| February 12<br>(Typically adjusted to the second Monday of February)   | Lincoln's Day          |
| Third Monday in February   | Washington's Day       |
| Two days of School Spring Recess<br>will be designated each year   | Spring Holiday         |
| Last Monday in May   | Memorial Day           |
| June 19  | Juneteenth             |

8.2 To be entitled to any of the above paid holidays, an employee must be in a paid status during any portion of the working day immediately preceding or succeeding the holiday. Employees who are not normally assigned to duty during the school holidays of December 24, 25, 26 and January 1, shall be paid for these four holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the recess period.

8.3 If a day other than September 9 (Admissions Day) is designated as a holiday, an employee will be entitled to an alternative paid holiday, provided the employee was in paid status during any portion of the working day preceding or succeeding the scheduled "in lieu of" holiday.

- 8.4 When one of the above holidays falls on a Sunday, the following Monday shall be deemed to be that holiday. When one of the above holidays falls on a Saturday, the preceding Friday shall be deemed to be that holiday.
- 8.5 If an employee has a workweek other than Monday through Friday, and, as a result, the employee loses a holiday to which he or she would otherwise be entitled, the District will provide a substitute holiday or compensation in the amount to which the employee would have been entitled.

## **Article 9**

### **VACATIONS**

9.1 Paid vacation leave shall accrue for full-time twelve-month employees at the following rates:

| Years of District Service | Work Days of Vacation |
|---------------------------|-----------------------|
| 1-3                       | 10                    |
| 4-10                      | 15                    |
| 11 or more                | 20                    |

9.2 Vacation leave shall be prorated for employees employed less than full-time for 12 months on a proportionate basis based upon the number of hours the part-time employee is paid in comparison with a full-time 12-month employee.

9.3 Upon separation from service, an employee shall be entitled to lump-sum compensation for all earned and unused vacation.

9.4 A holiday falling within a vacation period shall not constitute a vacation day.

9.5 For 12-month employees, accrued vacation may be taken at any time during the year, after consultation with the employee at the site and upon the approval of the site supervisor. If the employee does not utilize the full accrued vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash. In no event shall vacation accumulation exceed 30-days. Excess vacation accrued shall be paid on or before June 30 each year or employee can put the pay-out into a retirement account or HSA.

9.6 An employee who commences a prescribed vacation period and subsequently becomes seriously ill or is bereaved before the vacation period has been completed, shall be placed on sick leave or bereavement leave under the following conditions:

9.6.1 The employee otherwise qualified for such leave as provided by this agreement; and

9.6.2 The employee, if physically capable, returns to duty immediately following the vacation period; and

9.6.3 The request for leave is filed with the immediate site supervisor within two weeks of the illness or bereavement or within one week of return to duty.

When the employee's vacation leave is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance, and a reasonable opportunity to utilize this vacation credit shall be provided for in order to avoid loss of vacation credit.



## **Article 10**

### **LEAVES**

#### **10.1 Sick Leave**

10.1.1 Employees employed five days a week shall be entitled to 12 days leave of absence for illness or injury with full pay for a fiscal year of service.

Employees employed for less than five days a week and/or less than a full fiscal year, are entitled to sick leave as follows:

a) An employee employed five days a week, who is employed for less than a full fiscal year, is entitled to that proportion of 12 days leave of absence for illness or injury as the number he/she is employed bears to 12.

b) An employee employed less than five days a week shall be entitled, for a fiscal year of service, to that proportion of 12 days leave of absence for illness or injury as the number of days he/she is employed per week bears to five. When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

10.1.2 Credit for leave need not be accrued prior to taking such leave. However, a newly employed employee shall not be eligible to take more than six days or the proportionate amount to which entitled until after completion of six months of active District service.

10.1.3 Employees may accumulate unused sick leave without limitation.

10.1.4 The District may require a doctor's verification following any absence exceeding three (3) days, due to illness or injury, or less than three days when Human Resources has substantial belief that sick leave is being abused as a condition of payment of sick leave.

10.1.5 Employees shall notify their immediate site supervisor or his/her designate in advance of taking any sick leave.

10.1.6 Employees returning to work from sick leave after surgery or serious illness, upon the request of the District, must provide a doctor's release certifying medical permission to return to work.

10.1.7 When an employee's employment terminates and more sick leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.

10.1.8 When an employee is absent from duties on account of illness or accident for a period of five months or less, the amount deducted from the salary due the employee for any month in which the absence occurs, shall not exceed the

sum actually paid a substitute employee employed to fill the position during the absence.

10.1.9 Employees absent from duties for less than one whole work day shall have their accumulated sick leave reduction prorated on the basis of one hour, or major fraction thereof.

10.1.10 Unit members who work less than six (6) hours are ineligible for the following leave; Unit members will not be charged sick leave for employee medical, dental and vision appointments of two (2) hours or less which cannot be scheduled outside the work day as follows: seven (7) appointments per year for each 12-month unit members, six (6) appointments per year for 11-month unit members, five (5) appointments per year for 10-month unit members. Unit members shall notify their supervisor in advance of such appointments, and if additional appointments are needed, prior written approval must be obtained. However, the District and the Association understand that the District has the right to require written verification that appointment times outside the workday are not available to the employee. The purpose of this verification is to minimize the loss of work time with pay and without sick leave deduction.

## **10.2 Bereavement Leave**

10.2.1 Every employee shall be entitled to up to five days leave of absence because of the death of any member of the employee's immediate family, with no deduction from the salary of the employee. An employee shall be entitled to a maximum of one day leave of absence without loss of salary for attendance at the funeral of a close personal friend.

10.2.2 "Member of the immediate family" shall here mean: mother, father, mother-in-law, father-in-law, wife, husband, domestic partner, son, daughter, brother, sister of the employee; grandparents of the employee and spouse; the son-in-law or daughter-in-law of the employee; or any relative in the immediate household of the employee.

10.2.3 At the discretion of the Superintendent and where unusual circumstances exist, bereavement leave may be granted for a period longer than five days or because of the death of some other person than covered in the foregoing definition. Written request shall be made by the employee to the District Superintendent.

## **10.3 Jury Duty**

10.3.1 An employee is entitled to a leave to serve jury duty. An employee shall receive his or her regular pay, but shall reimburse the District for any amount received for jury fees, exclusive of allowed mileage, parking, or meal expense reimbursement.

10.3.2 An employee who serves a full day of jury duty (six hours or more) is not required to report to work on that day (or evening, in the case of evening shift employees). If an employee serves less than a full day of jury duty (less than six hours), the employee shall report to work for an amount of time equal to the balance of the shift. Unless it is impractical to do so, an employee is expected to report to work prior to jury duty.

#### **10.4 Industrial Accident**

10.4.1 Employees who have completed 12 months of continuous active District service shall be eligible for leave of absence because of industrial accident or illness which the District's industrial accident insurance carrier considers a valid claim. Allowable leaves shall be for not more than 60 service days in any one fiscal year for the same accident and shall commence the first day of absence.

10.4.2 Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

10.4.3 Employees shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the Labor Code, will result in payment to them of not more than their full salaries.

10.4.4 Leave of absence applied for under this provision shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award to the employee.

10.4.5 Industrial Illness and Accident Leave is to be used in lieu of sick leave. When entitlement to Industrial Illness and Accident Leave has been exhausted, entitlement to sick leave shall then be used. If an employee is receiving a temporary disability indemnity, the employee shall be entitled to utilize only so much of his/her accumulated sick leave and vacation leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of no more than his/her full salary. During any paid leave of absence, the employee shall submit to the District the temporary disability indemnity statements and/or documentation received on account of his/her industrial accident or illness. The District in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions. The District will do an automatic integration of sick time and SDI pay amounts to equal 100% of the employee's full pay.

10.4.6 The District may require a written statement from a physician verifying an employee's absence under this leave and his/her ability to return to work.

10.4.7 The District will attempt to notify those affected by the provision of 10.4.5 within 30 days of the benefit being exhausted.

## **10.5 Personal Necessity Leave**

10.5.1 Employees may use a maximum of seven days at their election of accumulated sick leave in any school year for Personal Necessity Leave for the following purposes:

- a) Death accident, or illness involving the employee's immediate family, other relatives; accident involving the employee's personal property or the personal property of the immediate family, or other relatives. These days are in addition to those provided for bereavement.
- b) "Member of the immediate family" shall here mean; mother, father, mother-in-law, father-in-law, wife, husband, domestic partner, son, daughter, brother, sister of the employee; grandparents of the employee and spouse; the son-in-law or daughter-in-law of the employee; or any other relative in the immediate household of the employee.
- c) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- d) Inability to get to the employee's assigned place of duty because of circumstances beyond his/her control. Not less than one-half (1/2) day of leave may be used for this purpose except that not less than one (1) full day of leave may be used for this purpose in those instances where prior notification is not given.
- e) To attend religious observances or weddings, ceremonies, or traditional observances honoring the employee or members of the employee's immediate family.
- f) To attend to legal or business matters of which cannot be scheduled outside of the work day and are of compelling personal importance.
- g) To take examinations related to advanced training which cannot be scheduled during off-duty hours.
- h) The following are not considered reasons of compelling personal importance: attendance at or participation in functions which are primarily for the employees amusement, pleasure, personal convenience; the extension of holidays or vacation periods; accompanying a spouse on a trip when such travel is seeking or engaging in other employment; engaging in a strike demonstration, picketing or any other activities related to work stoppage.

10.5.2 The employee's election to use sick leave for any purpose allowable shall be indicated on the Employee Absence Report form which shall be attached to the employee's timecard. The employee shall check on the absence form the reason(s) for use of sick leave for reasons outlined in this section.

Employees utilizing this option must notify the Principal or supervising Administrator. Leave does not accumulate from year to year.

#### **10.6 Pregnancy Disability Leave**

Any employee may utilize the accumulated sick leave for the purpose of a disability related to pregnancy, miscarriage, childbirth, and the recovery therefrom. The length of such leave, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician; provided that such verification clearly demonstrates to the District that such leave is for disability and is not just for purposes of child care or any purposes other than pregnancy-related disability. Such pregnancy-disability leave with pay shall be granted and administered in the same manner as other temporary disability for illness or injury.

#### **10.7 Child Care Leave**

Employees may be granted parental child care leave for the purpose of preparing for and the caring of newly born or newly adopted child. Up to three months of leave, without pay or benefits of any kind, may be granted upon request, to an employee to prepare and care for a newly born or newly adopted child; provided that such leave request is made at least 15 work days prior to the requested beginning date, and provided further that such commencement date coincides with the best interests of the District. The employee may purchase health benefits under sections 14.2.2 through 14.2.4 at his/her own expense during the period of leave.

#### **10.8 Other Leave without Pay**

10.8.1 Unpaid leave may be approved at the discretion of the District for reasons not specified under other leave provisions of this agreement. Leaves up to 10 working days may be approved by the Superintendent. Requests for leaves of greater than 10 working days may be approved by the Governing Board.

10.8.2 Advance approval is required. Requests are to be made on the appropriate District form and submitted to the District Office.

10.8.3 One full day's pay shall be deducted from the employee's salary and benefits for each day of leave taken.

10.8.4 The employee may purchase health benefits under sections 14.2.2 through 14.2.4 at his/her own expense during the period of leave.

## **10.9 Personal Leave**

10.9.1 Employees are entitled to a personal leave of absence when their request is not covered by any other leave policy.

10.9.2 The following regulations govern personal leaves:

10.9.2.1 The primary responsibility of the employee is to the job assignment.

10.9.2.2 The leave is intended to provide employees with an opportunity to attend to compelling obligations which cannot be met outside of normal working hours. Personal leave does not include activities involving recreation, compensation, training for employment other than with the District, except where the Superintendent specifically approves leave for job-related instruction.

10.9.2.3 Leave is deducted from sick leave or is unpaid if sick leave is exhausted.

10.9.2.4 Leave is limited to three (3) days per year.

10.9.2.5 Leave is limited to five (5) employees per day per school.

10.9.2.6 Prior day notice is required except in emergency situations.

10.9.2.7 Leave is not cumulative from year to year.

10.9.2.8 The site supervisor may request substantiation from the employee if additional information is required.

10.9.3 The employee may purchase health benefits under sections 14.2.2 through 14.2.4 at his/her own expense during the period of leave.

## **10.10 Leave for Family Care**

### **10.10.1 Family and Medical Leave Act**

Unit members are eligible for leave under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). This is outlined in the District Personnel Handbook for Classified Employees. (Article 10)

10.10.1.1 FMLA leave and CFRA leave may be used to cover birth of a child, adoption, foster care, and serious medical condition of a parent, child, spouse or unit member.

10.10.1.2 FMLA leave shall run concurrently with all other leaves. CFRA leave shall run concurrently with all other leaves except pregnancy disability leave. If the unit member is disabled due to pregnancy, CFRA leave shall commence at the end of disability period.

10.10.1.3 The term of FMLA and CFRA leaves is up to 12 weeks within a 12 month period.

10.10.2 In any calendar year commencing 2000, a unit member may use his/her accrued and available sick leave, up to an amount that would be accrued during six (6) months' employment at the unit member's then current rate of entitlement, to attend to an illness of a child, parent or spouse of the unit member. All conditions and restrictions applicable to the use by a unit member of sick leave shall apply to the use by the unit member of sick leave to attend to an illness of his/her child, parent, or spouse.

10.10.3 Any sick leave described above shall be applied as personal necessity leave and taken from the unit member's personal necessity leave balance, if any. To the extent that the unit member's personal necessity has already been used for purposes other than to attend to an illness of a unit member's child, parent, or spouse, accrued sick leave may be used up to the amount described herein after any remaining available personal necessity leave has been used.

10.10.4 The entitlement described herein does not extend the maximum period of leave to which a unit member is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. 2606 et seq.), regardless of whether the unit member receives sick leave compensation during that leave.

## **10.11 Catastrophic Leave**

10.11.1 Members may use Catastrophic Leave pursuant to the following provisions:

10.11.1.1 Catastrophic Leave shall begin only after all accumulated sick leave (with the exception of Differential Paid Sick Leave) pursuant to Article 10 as well as all other paid leaves have been exhausted.

10.11.1.2 Maximum Catastrophic Leave shall not exceed six (6) consecutive months or the maximum number of hours, donated pursuant to this section, whichever is less.

10.11.1.3 Any leave granted under this Article may not extend into the employee's final work week of the year unless approved by the Association and the District.

10.11.2 To request Catastrophic Leave, the unit member or designee shall submit the appropriate form to the Association President, along with verification of a physician that supports the request.

10.11.2.1 To qualify for such leave, the unit member will have suffered an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the

unit member's family which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he/she has exhausted all Sick Leave and other paid leaves (as defined in Article 10).

- 10.11.2.2 A "member of the employee's family" shall be limited to the spouse, domestic partner, child, parent or an individual over which the unit member has legal guardianship.
- 10.11.3 As soon as practicable, the Association Executive Board shall meet and consider the request for Catastrophic Leave. The Association will request input from the Human Resources Department pertaining to the leave as needed.
  - 10.11.3.1 If the request is denied, the Association President shall notify in writing the unit member or designee.
  - 10.11.3.2 If the request is approved by the Association, the Association shall solicit unit members on the appropriate District form to authorize donation of Sick Leave hours pursuant to this Article. Completed forms shall be returned to the Association President.
  - 10.11.3.3 A qualified unit member must have a minimum number of hours of Sick Leave equivalent to the hours the unit member works in thirty (30) work days to be a qualified donor and must maintain as a minimum the number of hours of Sick Leave equivalent to the hours the unit member works in twenty (20) work days.
  - 10.11.3.4 Donating member's hours will be translated into the hourly rate of the employee at the time in which the hours were taken. The total value donated must equal the value granted. All remaining hours will remain in an account and converted at the time in which the leave was taken.
- 10.11.4 If a unit member exhausts his/her donated Sick Leave from the Catastrophic Illness Leave Pool, the unit member or designee may request additional Catastrophic Illness Leave pursuant to this Article. However, in no event shall the unit member be eligible to use more than six (6) consecutive calendar months of Catastrophic Illness Leave.
  - 10.11.4.1 The Association will assist the District with the documentation needed to manage the Program.
- 10.11.5 The Association agrees that it will not file, on its own behalf or on behalf of any Unit member, any grievance, claim or lawsuit of any kind related to any



attempt by a unit member to retrieve donated Sick Leave used by another unit member pursuant to this Article. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this Article.

- 10.11.5.1 The Association agrees to indemnify and hold the District harmless from any loss or damage arising from the implementation of this Article.
- 10.11.5.2 In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this Article, the District may terminate this Article upon written notice to the Association.

## **Article 11**

### **HIRING, PROMOTIONS AND TRANSFERS**

#### **11.1 Posting and Filling of Vacancies**

- 11.1.1 A "Vacancy" is any permanent position to which a unit member is not assigned and which has been identified by the Principal/District Administration as needing to be filled.

All vacancies within the unit will be posted within each major work location in the District and by e-mail to all employees using their District e-mail address within each major work location in the District for five (5) work days. The notices will contain a description of the position and a deadline for the application. Such postings shall be done as soon as the District determines that the position needs to be continued, but no later than thirty (30) calendar days from the date of vacancy. Internal and external postings will also be made available to staff via the District's Human Resources webpage that advertises vacancies. Postings will also list the date and time the vacancy was posted. A copy of the vacancy notice shall be forwarded via e-mail to the Chapter President. All applications for voluntary transfers pursuant to 11.2.2 herein shall be considered for the posted vacancy if the vacant position is the same position on the transfer application.

If the District determines that the position should not be continued or that it remain as an unfilled position, then the District will provide the Association with a written explanation as to why the position will remain unfilled or discontinued. This explanation must be submitted no later than thirty (30) calendar days from the date of vacancy.

Bus Drivers: Refer to Article 7.3 Assignment of Drivers to Additional Hours on a Regular Basis for selection provisions.

- 11.1.2 The positions will be filled according to the revised District policy concerning promotions and hiring existing at the time of signing this agreement. If applicants are judged equally qualified by that process, then the selection shall be based on seniority within the District.

- 11.1.3 All applicants who are District employees shall be entitled to be tested and to be interviewed, as long as the applicant meets the minimum requirements for the position, and as long as the District will not be required to test and interview more than eight (8) District applicants for the position vacancy.

- 11.1.4 An employee who has been promoted shall have a six-month probationary period. The employee will be evaluated at two (2) and five (5) months. The employee may choose to return to any vacancy in his or her previous classification or a lower classification for which the employee is qualified during the six-month probationary period. Additionally, the employee who does not meet the six-month probationary period shall have a six-month right of re-hire after termination of the promotional period to any vacancy in his or

her previous classification or a lower classification for which the employee is qualified.

11.1.5 The probationary period for new hires shall be six months. Time on a leave of absence shall not count toward the probationary period.

## **11.2 Transfers**

11.2.1 A "transfer" is defined as a change of job location within classification.

11.2.2 Involuntary transfers shall be initiated by the Superintendent and shall be based on the needs and best interest of the District. The District shall provide the employee with ten (10) calendar days written notice on involuntary transfers.

11.2.3 Employees may, at any time, submit to the District Office a written request for transfer within their current class to another work location or division within the District. Such requests for transfer shall be on the appropriate District form. The District Office shall maintain a transfer file of all such requests received. The application will remain in effect for that school year in which the application was made.

11.2.4 If two or more applicants are found by the District to be equally qualified, then the applicant with the greatest seniority within the District classified service shall be appointed to the position. If the most senior person is denied the transfer, the supervisor will meet with the employee to explain the reasons for the denial, and, if requested, will explain in writing the reasons for the denial.

## **11.3 Voluntary Demotions**

An employee may apply for a lower paying position. If the vacant position is one in which the employee has held permanency, and the individual can demonstrate proficiency in the skills required for the vacant position, then the procedures and standards for a voluntary transfer shall apply pursuant to Section 11.2 above. Otherwise, the individual employee shall be considered as an applicant under the posting and filling of vacancies, Section 11.1 above.

## **Article 12**

### **GRIEVANCE PROCEDURE**

12.1 Nothing within this procedure shall be construed to limit the right of an employee to informally discuss any employment problem with the immediate site supervisor or designated management person.

12.2 Upon request of the Grievant, the District or the Association, a meeting will be held in an attempt to resolve the grievance.

#### **12.3 Definitions**

12.3.1 A "grievance" is an allegation by an employee regarding a violation or misapplication of the specific provisions of this agreement when such application or violation has adversely affected the employee. Actions to challenge or change the policies, regulations or other matters outside this agreement are not within the scope of this procedure, and review must be taken under separate processes. A "day" is a day in which the central administrative office of the District is open for business. The "immediate site supervisor" is the lowest level management or supervisory person having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances.

12.3.2 A "grievant" is an employee directly affected by an alleged violation, misinterpretation, or misapplication of this agreement, or is the Association provided that when filing a grievance the Association specifies an individual employee who is directly affected by the alleged violation, misinterpretation, or misapplication of the specific provisions of this agreement.

#### **12.4 General Provisions**

12.4.1 Timelines may be extended by mutual written agreement.

12.4.2 Until disposition of the grievance, the management action which forms the basis for the grievance shall remain the status quo.

12.4.3 All grievance documents shall be kept by the District in a separate file.

12.4.4 No party to a grievance shall make any unlawful reprisals against the other party.

12.4.5 Failure of the grievant to adhere to the timelines shall mean the grievant is satisfied with the previous decision.

12.4.6 If the District fails to respond within the timelines, the grievance may be appealed to the next level.

12.4.7 Any employee may present a grievance at any time to the District and have such grievance adjusted without the intervention of the Association, as long

as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this agreement; provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

12.4.8 The grievant may be represented at any level of this procedure by a representative of the Association.

12.4.9 The grievant and/or the Association representative shall be given reasonable released time for processing of a grievance with no loss of pay.

## **12.5 Procedure**

### **12.5.1 Level I**

Within 20 days of when the grievant knew or reasonably should have known of the act or omission which gave rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate site supervisor. The grievance shall consist of a clear and concise statement of the problem, the specific provision of the agreement involved, and the specific remedy sought. A conference shall be held with the site supervisor to discuss the grievance. Should a satisfactory solution be reached, the grievance shall be dismissed. If not, the supervisor shall communicate a written decision within ten days of the conference.

### **12.5.2 Level II**

If the grievant is not satisfied with the decision at Level I, within ten days after receipt of the Level I response, the grievant may appeal the decision on the appropriate form to the next level of management as designated by the District to review Level II grievances. Such management person shall communicate a written decision within ten days after receipt of the appeal.

### **12.5.3 Level III**

If the grievant is not satisfied with the decision at Level II, within ten days after receipt of the Level II response, the grievant may appeal the decision on the appropriate form to the Superintendent or designee. The Superintendent or designee shall communicate in writing a decision within 10 days after receipt of the appeal.

### **12.5.4 Level IV**

12.5.4.1 If the grievant is not satisfied with the decision at Level III, the Association, on behalf of the grievant, may, within ten days after the Level III response, request on the appropriate form that the grievance be submitted to arbitration.

12.5.4.2 The arbitrator shall be selected by mutual agreement. If no agreement can be reached within ten days of the notice, the parties

shall request of the State Conciliation Service a list of five names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one name remains. The order of strike shall be determined by lot.

12.5.4.3 In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) so submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. After the hearing and after both parties have been given the opportunity to make written arguments, the arbitrator shall prepare a written report for submission to the parties, stating the issues submitted, the facts presented, and the findings derived therefrom. The findings of the arbitrator shall be binding on both parties.

12.5.4.4 The finding shall be limited to the specific issue or issues submitted pursuant to Article 12.5.4.3.

12.5.4.5 The arbitrator will have no power to add to, subtract from, or modify the terms of the agreement or the written policies, rules, regulations, and procedures of the District; nor shall the arbitrator be empowered to render a decision on issues not before the arbitrator or on facts not supported by the evidence. No finding of the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the 20-day period specified in Level I. The arbitrator shall have no power to render a finding on any grievance occurring before or after the term of this agreement.

12.5.4.6 The fees and expenses of the arbitrator and each hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

12.5.4.7 If any question arises regarding the arbitrability of a grievance, the party raising the question of arbitrability may, upon request, have such question first ruled upon and decided by an arbitrator prior to any other hearing on the merits of the grievance which would thereafter be conducted by a second and different arbitrator. The fees and expenses of the separate arbitrator deciding the issue or arbitrability shall be borne by the party which raised the question of arbitrability.

**Article 13**  
**SAFETY**

- 13.1 The District shall provide a safe working environment for all employees. All employees will cooperate in maintaining such an environment.
- 13.2 Employees will report in writing unsafe conditions to the appropriate management employee.
- 13.3 Employees shall immediately report any accident in which a potential injury exists.
- 13.4 Safety equipment which is required by the District shall be provided at District expense. Employees will utilize such equipment and shall follow safe operating procedures.
- 13.5 A District Safety Committee shall be formed, composed of an equal number of representatives selected by the District and employees selected by the Association. A list of all members and meeting dates shall be posted at each work site. The District Safety Committee shall meet at least three (3) times each school year at the call of either the Association or District chair. The Committee shall have the following responsibilities:
  - 13.5.1 Review all reports of on-the-job accidents of employees.
  - 13.5.2 Conduct safety inspections of District facilities where employees work.
  - 13.5.3 Recommend to the Superintendent or designee programs of in-service safety training, safety rules and regulations, and improvements in District safety conditions of employment. Employees who serve on the Safety Committee shall receive release time as authorized by the District.
  - 13.5.4 The Safety Committee shall develop any necessary forms.

## **Article 14**

### **COMPENSATION**

#### **14.1 Salary**

- 14.1.1 Employees will be paid according to the salary schedule attached as Schedule A.
- 14.1.2 Longevity increments of five percent (5%) will be provided at the completion of 6 years, 10 years, and 15 years, and seven and one half percent (7.5%) at the completion of 20 years, 25 years and 30 years.

#### **14.2 Fringe Benefits**

- 14.2.1 Employees shall participate in the California Valued Trust pursuant to the Trust document and the participation agreement with the Trust. The Trustees of the Trust will assume the sole responsibility for providing benefits and shall have the authority to modify the benefits. The District's obligation to provide benefits will cease upon initiation of the monthly payments to the Trust Fund. Thereafter the District's sole responsibility shall be the payments as listed below.
  - 14.2.1.1 The District will establish an IRS Section 125 Plan for purposes of health and welfare deductible payments and employee contributions. The cost of the separate administration of the plan will be borne by the participants. This provision is contingent upon the County Office's ability to process any Section 125 payroll deduction.

#### **14.2.2 Contributions**

##### **14.2.2.1 November 1, 2013 – September 30, 2014**

- 14.2.2.1.1 The District shall contribute an Annualized Amount of \$8900 for each full-time employee. Of this amount, the District shall contribute \$8792.84 to the Trust for medical, dental, vision and the Employee Assistance Program (EAP) coverage and \$108 for Life Insurance coverage for each full-time employee. Life insurance coverage is only provided to employees whose regular work day is four hours or more.

##### **14.2.2.2 October 1, 2014 to September 30, 2015**

The District shall contribute an Annualized Amount of \$9150.84 for each full-time employee. Of this amount, the District shall contribute \$9042.84 to the Trust for medical, dental, vision and the Employee Assistance Program (EAP) and \$108 for Life Insurance coverage for each full-time employee. Life Insurance coverage is provided to employees whose regular work day is four hours or more.



#### 14.2.2.3 October 1, 2015 to December 31, 2016

The District shall contribute an Annualized Amount of \$9650.84 for each full-time employee. Of this amount, the District shall contribute \$9542.84 to the Trust for medical, dental, vision and the Employee Assistance Program (EAP) and \$108 for Life Insurance coverage for each full-time employee. Life Insurance coverage is provided to employees whose regular work day is four hours or more.

#### 14.2.2.4 January 1, 2017 to January 31, 2018

The District shall contribute an Annualized Amount of \$10650.84 for each full-time employee. Of this amount, the District shall contribute \$10542.84 to the Trust for medical, dental, vision and the Employee Assistance Program (EAP) and \$108 for Life Insurance coverage for each full-time employee. Life Insurance coverage is provided to employees whose regular work day is four hours or more.

#### 14.2.2.5 February 1, 2018 to September 30, 2018

The District shall contribute an Annualized Amount of \$10759.84 for each full-time employee. Of this amount, the District shall contribute \$10650.84 to the Trust for medical, dental, vision and the Employee Assistance Program (EAP) and \$109 for Life Insurance coverage for each full-time employee. Life Insurance coverage is provided to employees whose regular work day is four hours or more.

#### 14.2.2.6 October 1, 2018 to January 31, 2020

The District shall contribute an Annualized Amount of \$11181.75 for each full-time employee. Of this amount, the District shall contribute \$11073.75 to the Trust for medical, dental, vision and the Employee Assistance Program (EAP) and \$108 for Life Insurance coverage for each full-time employee. Life Insurance coverage is provided to employees whose regular work day is four hours or more. Should the cost of the HDHP-2 plan option fall below the District Cap then if enrolled in the HDHP-2 plan option, the District will contribute the difference between the employee cost and the District Cap to a District Sponsored Health Savings Account on the employee's behalf.

#### 14.2.2.7 February 1, 2020 to September 30, 2021

The District shall contribute an Annualized Amount of \$11621.75 for each full-time employee. Of this amount, the District shall contribute \$11513.75 to the Trust for medical, dental, vision and the Employee Assistance Program (EAP) and \$108 for Life Insurance coverage for each full-time employee. Life Insurance coverage is provided to employees whose regular work day is four hours or more. Should the cost of the HDHP-2 plan option fall below the

District Cap then if enrolled in the HDHP-2 plan option, the District will contribute the difference between the employee cost and the District Cap to a District Sponsored Health Savings Account on the employee's behalf.

14.2.2.8 October 1, 2021 to March 31, 2022

The District shall contribute an Annualized Amount of \$11721.75 for each full-time employee. Of this amount, the District shall contribute \$11613.75 to the Trust for medical, dental, vision and the Employee Assistance Program (EAP) and \$108 for Life Insurance coverage for each full-time employee. Life Insurance coverage is provided to employees whose regular work day is four hours or more. Should the cost of the HDHP-2 plan option fall below the District Cap then if enrolled in the HDHP-2 plan option, the District will contribute the difference between the employee cost and the District Cap to a District Sponsored Health Savings Account on the employee's behalf.

14.2.2.9 April 1, 2022 to September 30, 2022

The District shall contribute an Annualized Amount of \$12121.75 for each full-time employee. Of this amount, the District shall contribute \$12013.75 to the Trust for medical, dental, vision and the Employee Assistance Program (EAP) and \$108 for Life Insurance coverage for each full-time employee. Life Insurance coverage is provided to employees whose regular work day is four hours or more. Should the cost of the HDHP-2 plan option fall below the District Cap then if enrolled in the HDHP-2 plan option, the District will contribute the difference between the employee cost and the District Cap to a District Sponsored Health Savings Account on the employee's behalf.

14.2.2.10 October 1, 2022 to September 30, 2023

The District shall contribute an Annualized Amount of \$15265.75 for each full-time employee. Of this amount, the District shall contribute \$15157.75 to the Trust for medical, dental, vision and the Employee Assistance Program (EAP) and \$108 for Life Insurance coverage for each full-time employee. Life Insurance coverage is provided to employees whose regular work day is four hours or more. Should the cost of the HDHP-2 plan option fall below the District Cap then if enrolled in the HDHP-2 plan option, the District will contribute the difference between the employee cost and the District Cap to a District Sponsored Health Savings Account on the employee's behalf.

14.2.2.11 October 1, 2023 to Current Benefit Year

The District shall contribute an Annualized Amount of \$15765.75 to each full-time employee. Life Insurance coverage is provided to employees whose regular work day is four hours or more. If enrolled in the HDHP-2 plan option, the District will contribute the difference between the employee cost and the District Cap to a District Sponsored Health Savings Account on the

employee's behalf. Any amount over the above District's dollar contribution for dental, vision, medical and life coverage in any benefit year will be deducted from the employee's pay. For any fiscal year in which there is a funded COLA, the District will add the percentage increase of the funded COLA to the existing annualized medical benefit cap for eligible employees. The benefit cap will be updated as necessary following the approval of the state budget to reflect the current year.

#### 14.2.3 Coverage and Specifications

The California Valued Trust shall determine the benefit specifications pursuant to Section 14.2.1 above. All full-time employees must enroll for medical benefit insurance coverage in a plan which has been mutually agreed upon by the Association and the District. The District shall provide vision and dental insurance equivalent to the plans offered at the time of the signing of this agreement. Life insurance is provided to employees whose regular work day is four hours or more. The Employee Assistance Program (EAP) is provided only to employees with medical coverage.

#### 14.2.4 Group Term Life Insurance

Group level term life insurance coverage in the amount of \$50,000 shall be provided for eligible employees with supplemental coverage of eligible dependents.

#### 14.2.5 Medical and Dental Insurance for Retirees and/or Disabilitants

14.2.5.1 The maximum dollar contribution by the District toward the purchase of retiree/disabilitant (including eligible dependents) health and welfare benefits for the 2000-01 fiscal year will be a prorata share of \$620,000 subject to the reductions specified below. The "prorata share" shall mean the maximum contribution set forth below multiplied by a percentage equal to the total salaries paid to bargaining employees during the previous fiscal year divided by the total salaries paid to all District employees during the previous fiscal year. The parties agree that this contribution may be less than the total cost of the benefits in this fiscal year.

The following example is offered for illustration purposes only:

|                          |            |
|--------------------------|------------|
| Bargaining unit salaries | 3,595,000  |
| Total employee salaries  | 12,740,000 |
| Ratio                    | .28        |
| Allocation of \$620,000  | 173,600    |

14.2.5.2 The District will contribute the maximum contribution (prorated and adjusted as provided in this Agreement) in a designated account entitled Retiree Health Benefit Fund ("Fund"). The monies deposited

in the Fund will be invested according to the requirements of law by the District with the intent to obtain a high interest rate, consistent with the law and established investment principals. Investments in Certificates of Deposit will be for the longest possible term consistent with law and cash flow circumstances of the District. From the Fund the District will contribute toward the cost of benefits for the balance of that fiscal year. Any funds remaining unexpended at the end of the fiscal year, including interest earned thereon, will remain in the Fund and carry over into the next fiscal year. The money in the Fund will be expended only for contributions toward retiree/disabilitant health benefits. In the event that the current year's prorata maximum contribution and any funds accrued from previous fiscal year, including interest earned thereon, is insufficient to pay the full cost of benefits for the current fiscal year, it is agreed that the current year's prorata maximum contribution plus any accrued funds will be divided by the number of eligible retirees/disabilitants as of October 1 of the current fiscal year. That "individual cap" will be the maximum amount contributed by the District toward the purchase of benefits. Each retiree/disabilitant wishing to receive the benefits shall contribute the excess by monthly payment in advance to the benefit provider. Failure to make each payment on time will result in cancellation of the benefit. The District agrees to provide to the CSEA information on a quarterly basis regarding income and expenditures for the Fund.

- 14.2.5.3 For the 1997-98 and subsequent fiscal years, the prorata maximum annual District contribution will be reduced by the amount contributed by the District toward the purchase of health and welfare benefits for retiree/disabilitants (including eligible dependents) not covered by this Agreement because they retired prior to the effective date of this Agreement and did not execute any agreement under which the retiree/disabilitant will be covered by the terms set forth in section 2 above.
- 14.2.5.4 The parties agree that the prorata maximum annual District contribution specified above includes funds allocated for this purpose by the District out of funds received at any time in the past and the future from the State of California pursuant to the "Gould" settlement agreement. The parties agree that this is the total District contribution from all sources, regardless of any changes in District revenues.
- 14.2.5.5 For purposes of this subsection, "health and welfare benefits" shall be defined as the medical and dental benefits as established, modified, or terminated, as per the collective bargaining agreement, for then current bargaining employees represented by the CSEA in each

fiscal year. The parties agree that none of the benefits referred to herein is vested as to any current or future retiree or disabilitant or any of their spouses or dependents, but instead their benefits are dependent upon and will be equal to the benefits for future retirees and any modifications thereto, as provided in section 14.2.5.10. All rights of a retiree/disabilitant, spouse, or dependent to District health and welfare benefits or to contributions toward those benefits, including, but not limited to, rights under this section. These rights shall be terminated upon the death of the retiree/disabilitant.

14.2.5.6 Retiree/disabilitants who have dual/spousal coverage may elect retiree only or disabilitant only coverage. However, once this election is made, the retiree/disabilitant may not return to dual/spousal coverage. In the event that an eligible current or future retiree/disabilitant is married at the time of retirement and that marriage later terminates, the retiree/disabilitant will then be entitled to coverage as an unmarried person only, regardless of whether the retiree/disabilitant later remarries.

14.2.5.7 If any unification or other procedure results in the reduction of territory within the boundaries of the District, the prorata maximum annual District contribution as specified in sections 14.2.5.2 and 14.2.5.3 will be reduced by the same percentage loss of ADA due to the reduction in territory. This loss will be determined by using the actual year P-2 by school site.

The following example is offered for illustration purposes only:

|  |           |
|--|-----------|
| Total (prior year) ADA                 | 4752      |
| Reduction in enrollment (current year) | 1387      |
| Ratio                                  | .29       |
| Reduction in \$620,000                 | \$179,800 |

14.2.5.8 The District and the CSEA agree to establish a joint committee to study cost containment for retiree and active employee benefits and alternatives to the current benefit providers.

#### 14.2.5.9 Qualifications

In order to qualify for benefits either as a retiree or a disabilitant, employee must have at least 15 years of full-time service in the District immediately preceding retirement/disablement and be at least age fifty (50) at the time of retirement or disability. Full time service is defined as six (6) hours per day. Part-time employees shall continue to pay the same prorata share of the benefit cost as was paid when actively employed. In order to qualify for prorated benefits paid by the District, part-time employees must serve time in

excess of 15 years with the District. Benefits will be prorated in the same manner as regular part-time employees. This benefit will cease when retiree/disabiltant becomes eligible for either Medicare or MediCal, or whenever the retiree/disabiltant reaches age 65, whichever occurs first.

14.2.5.10 The parties intend that the terms of this Agreement shall establish the retiree medical benefits available to employees, subject to future modification or termination of those benefits under the terms of this Agreement, the collective bargaining process or mutual agreement of the District and the CSEA.

#### 14.2.6 Insurance Benefits for Part-Time Employees

The Annualized Amount shall be prorated for part-time unit members based upon the ratio of their employment to full-time employment. Unit members who have a regular assignment of six hours or more, shall receive the benefits up to the annualized amount for a full time employee. The proration will be based upon the total number of hours the part-time employee is paid per day in comparison to an eight-hour day. Additionally, the District shall increase that proration amount by 5%. The employee may elect to apply the District contribution proration to any one or more of the insurance benefits, but is not required to take any insurance benefit. Any portion of the proration that is unused will remain with the District. The part-time employee may also elect to have the premium payments prorated in accordance with the current practice.

14.2.6.1 Part-time employees that are 65 or older and provide the District with a receipt for supplemental insurance will receive up to \$500.00 per year. This article applies to those part-time employees who are not enrolled in the District Medical Benefit options. This money will be treated as income and is taxable.

#### 14.2.7 Benefits Committee

A benefit committee composed of representatives of each of the bargaining units, the confidential employees, the supervisory employees and management employees shall be formed no later than January 15, 2004. This committee shall search, investigate, review, and recommend health and welfare plans, schemes, and other measures which could result in cost savings. These shall be brought back to the table for negotiation.

#### 14.2.8 State Disability Insurance Plan (SDI)

Employees are covered by State Disability Insurance. The full cost of the program shall be paid by the employee through automatic payroll deduction.

### **14.3 Uniforms**

The District may require employees to wear a distinctive uniform and items of identification. As determined by the District, the purchase, lease or rental of such uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District.

### **14.4 Automobile Mileage Expense Reimbursement**

An employee who is authorized in advance by the site supervisor to use his/her personal automobile in the performance of duties shall be reimbursed at the rate as established by Board Policy. To be eligible for such mileage reimbursement, an employee must follow District approval and claim procedures.

### **14.5 Personal Property Loss or Damage Reimbursement**

Subject to prior approval, employees will be reimbursed for loss or damage to personal property used in the performance of duties in compliance with the Board Policy in existence at the time of the signing of this Agreement.

### **14.6 Educational Cost Reimbursement**

Permanent employees are eligible for reimbursement for tuition and non-consumable supplies and books for college and university work when the courses are approved by the Superintendent in advance of enrolling in the course. The course taken must be one that will improve the employee's skill in the present job class or one that will provide skills necessary for a promotional job class in the District, or District-approved career path. The amount of funds set aside for this purpose will be \$2,500 per school year for the CSEA unit. The rate of reimbursement for college credit courses will be \$50 if not attending Shasta Community College, or the Shasta College per-unit rate if attending Shasta Community College. The district shall offer an annual stipend to eligible employees for an AA degree and a Bachelor's degree per Appendix B payable monthly. Employees shall provide evidence of such degree by September 30.

### **14.7 Retirement Incentive**

14.7.1 Eligible employees will be given a retirement incentive of ten percent of their current annual salary at the time of notice.

14.7.2 In order to be eligible, the employee must give written notice to the District at least six (6) months before the effective date of the resignation from employment for retirement purposes. The employee must also have been employed by the District for at least 15 consecutive years of service as of the date of the notice.

14.7.3 A Golden Handshake will be offered to eligible employees. The window of this offer must fall within requirements specified by the Shasta County Office of Education as well as the time frame determined by the District to be in the best interest of the employees and District. The District requirements and those of PERS must be met in order to offer the Golden Handshake. When the Golden Handshake is offered, employees will have the choice of the Golden Handshake or Retiree Incentive/not both.

#### **14.8 Leadership Academy Stipend**

CSEA members who complete the District Leadership Academy will be paid a \$200 stipend. The District Leadership Academy is offered at the discretion of the District and may be canceled at any time by the District.

#### **14.9 Coaching Stipend**

##### Coaching

The District will consider CSEA staff for Certificated Coaching positions. A CSEA staff member will be considered a “walk on coach” therefore this assignment will be on an annual basis. CSEA Coaches will receive paid release time when needed to attend and travel to district approved sporting events. Practices are to be scheduled at the conclusion of the employees’ work day. CSEA Coaches will have the ability to accrue longevity in the assignment and will receive the same stipend and all other provisions as outlined in the Certificated Extra Duty Salary Schedule. (see copy of the Certificated Extra Duty Salary Schedule, Appendix B)

#### **14.10 CLASSIFIED SCHOOL EMPLOYEE SUMMER ASSISTANCE PROGRAM**

The District and CSEA shall mutually support participation in the Classified School Employee Summer Assistance Program (CSESAP) each year according to California Education Code Section 45500 (Code Section 45500) and the guidelines published by the California Department of Education (CDE) annually. The District and CSEA agree that in any year in which the State does not budget matching funds under Code Section 45500, the District will not participate in the CSESAP. Participation shall be waived in any year in which the District determines it cannot participate due to fiscal constraints. The District shall provide notice to CSEA no later than the end of the first full week in December in any year in which the District determines it cannot participate. If the CSESAP is removed from the California Education Code, this section shall become null and void.



## **Article 15**

### **LAYOFF AND REEMPLOYMENT**

15.1 In the event of a need to lay off or reduce hours of employees, the District shall notify the Association of its intended action and, upon request, shall meet and negotiate concerning the impact of a layoff and the decision to reduce hours.

#### **15.2 Layoff and Notice of Layoff**

15.2.1 Employees shall be subject to layoff for lack of work or lack of funds.

Whenever an employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. "Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has served, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff. Mirror image of Ed-Code does not constitute a waiver.

15.2.2 When a vacancy exists, an employee may take a voluntary demotion or voluntary reduction in assigned time in lieu of layoff, provided that such employee is qualified to perform the duties of the position, and provided further that the District approves such demotion or reduction in time. Such approval shall not be withheld by the District for arbitrary or capricious reasons.

15.2.3 An employee who is designated for layoff may elect, in lieu of layoff, to be reassigned to a vacant position or to displace or "bump" an employee with less seniority. A unit member whose position is reduced or eliminated shall have the right to move into any class in which the unit member has held permanent status (passed probationary period) and in which the unit member has seniority over another unit member being displaced.

15.2.4 An employee requesting reassignment to a vacant position or displacement of a less senior employee, as provided herein, shall make such request to the Superintendent or his/her designee within 10 calendar days of receipt of the written notice of layoff. The date of request will be considered as the date of postmark or the date hand-delivered to the District Office. Failure to comply with the deadline provided herein shall be deemed a waiver of these rights.

15.2.5 Seniority for Purposes of Layoff

For service commencing after July 1, 1971, "length of service" means district hire date.

15.2.6 No seniority credit shall be earned during periods of unpaid separation from the service of the District, unless on leave for military service, including layoff status, and suspension without pay as a result of disciplinary action.

- 15.2.7 In case of two or more employees having identical seniority within classification, the seniority shall be determined by District service and then by lot.
- 15.2.8 Upon request, seniority lists shall be provided to all persons potentially affected and CSEA. The seniority list shall be a listing by class with each employee ranked within the class on the basis of hire date in class plus higher classes.
- 15.2.9 The District shall make all time cards and seniority records of potentially affected employees available for review by employees during normal business hours. Any challenges of seniority shall be mutually reviewed by the District and Association within five business days.
- 15.2.10 Notice of layoff and displacement rights, if any, shall be sent to all potentially affected employees.

Notices shall be by certified mail. The notice shall contain the effective date of layoff, a statement of bumping, reemployment, a statement of seniority information, and reason for layoff.

### **15.3 Reemployment and Other Rights**

- 15.3.1 Reemployment shall be in the reverse order of layoff. Laid off employees shall be eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to apply and be interviewed for positions within the District during the period of 39 months and the laid off employee shall receive preference over new applicants if he/she qualifies through normal District hiring procedures, as having qualifications comparable to the top acceptable candidates.
- 15.3.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, or choose to remain in their present positions rather than voluntarily be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of 24 months (63 months total) provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.
- 15.3.3 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, on the basis of seniority, returned to a position in their former class or to positions with increased assigned time as vacancies become available, without limitation of assigned time.
- 15.3.4 An employee may refuse an offer of reemployment to a specific position for which eligible; however, a refusal of two offers of reemployment to the

classification from which laid off shall automatically cause removal from the list and loss of any reemployment rights. Refusal of offers of reemployment on a substitute or temporary basis, or offers of reemployment at less than 75 percent of previously assigned hours, shall not constitute a refusal of reemployment.

15.3.5 If the District utilizes substitutes, employees who have been laid off will be used as substitutes if such individuals request placement on the substitute roster. Placement on the substitute roster shall have no bearing on the order of reemployment. Time spent as a substitute shall not change the order of seniority.

15.3.6 Offers of reemployment shall be made via the U.S. Mail Service, certified mail, return receipt requested, and shall include the specific position and/or hours being offered, initial job description, a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit, and a place for the employee's signature.

15.3.7 Whenever a vacancy occurs in a classification for which there is a reemployment list, the position shall first be offered to employees currently working the classification and to individuals on the reemployment list, in order of seniority. A vacancy remaining after following this procedure shall be filled by promotion or new hire.

15.3.8 For purposes of lay off the Mechanic III positions shall be treated as one position. Meaning, should a more senior CSEA member holding the Mechanic III-A or Mechanic III-B position and that position is eliminated he/she shall have bumping rights to a Mechanic III- A or B position.

For purposes of lay off the Bus Driver and Bus Driver/Utility positions shall be treated as one position. Should a more senior CSEA member holding a Bus Driver or Bus Driver/Utility position and that Position is eliminated he/she shall have bumping rights to a Bus Driver or Bus Driver/Utility position.

#### **15.4 Miscellaneous Provisions**

##### **15.4.1 Insurance Benefits**

Employees laid off or voluntarily taking reductions in assigned hours shall receive insurance benefits (on the same basis as those granted for May of the year the layoff occurred) through November 30, provided the laid off employee provides the District cash or check on October 1 and November 1 for the proration of the employee's contribution for those months based upon assigned hours before reduction or layoff. Laid off employees shall submit all insurance claims to the District's representative within 30 days of termination of benefits.

Employees laid off and subsequently reemployed shall be eligible for fringe benefits as soon as deemed eligible by the carrier.

15.4.2 Upon reemployment from layoff, the employee will advance to the next step on the salary schedule on the ensuing July 1.

15.4.3 In the event of reinstatement of an employee on layoff or reduction, all sick leave accumulation shall be credited back to the employee up to 24 months of layoff.

## **Article 16**

### **SHORT-TERM ASSIGNMENTS**

#### **16.1 Filling Short-Term Positions outside the Regular School Term**

##### **16.1.1 Employees Serving in Their Regular Classification**

In the event that the District has short-term assignments to be performed during times when school term employees are not scheduled to work, such assignments shall first be offered to school term employees regularly serving in the classification in which the work is to be performed. Employees working in a short-term assignment in their regular classification shall receive their regular rate of pay.

##### **16.1.2 Employees Serving in Other Than Their Regular Classification**

In the event that there are more short-term assignments in a classification than there are school term employees regularly working in that classification who volunteer for such assignments, the District may offer the work to other eligible employees with school term assignments, regardless of their regular classifications, provided the employee is qualified for the assignment.

Employees performing short-term work other than in their regular classification shall be paid at Step 3 of the classification in which they are working or a five-percent (5%) increase in the employee's regular compensation, whichever is greater. If assigned to work in a lower class, salary shall not change from regular rate of pay.

##### **16.1.3 Selection**

The work shall be offered to the most qualified employee, as determined by the District. If two or more applicants are found by the District to be equally qualified, then the applicant with the greatest seniority within the District classified service shall be appointed to the position. If the most senior employee is denied the work, the site supervisor will meet with the employee to explain the reasons for the denial and, if requested, will explain in writing the reasons for the denial.

#### **16.2 Working Out of Class in an Acting Position during the Regular School Term**

##### **16.2.1 General Provisions**

16.2.1.1 Definition: Working out of classification occurs when an employee is assigned to work in a specific, existing classification, thus performing duties which are inconsistent with the duties of the position to which the employee is normally assigned. Working out of classification assignments may be to a classification at a salary range which is the same as, or higher or lower than the employee's normal assignment.

16.2.1.2 Any employee may be required to perform duties inconsistent with those duties assigned to the position by the District as set forth in the District's written class specifications.

16.2.1.3 An employee may be required to work out of classification up to five working days in any 15 calendar-day period without change in pay status. If an assignment to a position in a higher classification exceeds five working days within a 15 calendar-day period, the employee's wages shall be adjusted upward for the entire period he/she is required to work out of classification. The upward adjustment in pay status shall be equal to Step 3 of the appropriate salary range for the work out of classification assignment or a five percent increase in the employee's regular compensation, whichever is greater. If assigned to work in a lower class, salary shall not change from regular rate of pay.

#### 16.2.2 Voluntary Working Out of Class

16.2.2.1 The District may fill any position, in which the regular employee is on leave, by either having a substitute or by allowing an existing employee to work in a higher class. This measure may not exceed 120 calendar days, pursuant to Education Code 45103 and the Agreement.

16.2.2.2 If the leave is expected to be 20 consecutive days or less, the District will normally have a substitute and will not work existing employees in the higher class.

16.2.2.3 If the leave is expected to be more than 20 consecutive days, the District will normally allow existing employees to temporarily work out of class. However, if the District instead employs a substitute, that individual will not be allowed to compete for the position if it subsequently becomes vacant, provided that a qualified existing employee applies for the subsequent vacancy.

16.2.2.4 If more than one employee expresses interest in an "acting" position described in 16.2.1.3 above, the District shall make the selection on the basis of the qualifications after interviews. Seniority shall be the deciding factor if two employees are deemed equally qualified.

#### 16.2.3 Involuntary Working Out of Class

Before an administrator involuntarily assigns an employee to working out of class, the administrator shall offer the work to qualified volunteers employed at the work site of the vacancy.

### 16.3 Pay and Benefits

Pay and benefits for part-time assignments shall be prorated. Payment for short-term summer work shall be made on or about the tenth of the month following the month in which the work is performed. Holidays shall be provided in accordance with the

provisions of Article 8. Vacation shall accrue in accordance with Article 9. Because of the nature of short-term assignments, vacation will not ordinarily be approved during the assignment. Leaves shall accrue and may be used in accordance with Article 10. Any paid leave shall be paid at the rate the employee is being paid at the time the leave is taken.

#### **16.4 Evaluation**

Employees serving in short-term assignments in other than their regular classification shall be evaluated during the course of each such assignment. To the extent practicable, the evaluation shall be carried out in accordance with Article 5 and shall be separate from the regular evaluation required by Article 5. An employee receiving an unsatisfactory evaluation in a short-term assignment shall be notified in writing of his/her ineligibility for subsequent short-term assignments within 30 days of the completion of the assignment. The decision may be appealed to the site supervisor, Superintendent or Superintendent's designee. Appeals shall be initiated in writing within 15 days of receipt of notice being appealed. The response to the appeal shall be made within 15 days. The decision of the Superintendent shall be final.

If an individual employee is assigned to work which is not related to the regular position and does not also constitute working in a higher classification, such temporary assignment shall not be subject to any evaluation process.

#### **16.5 Length of Assignments**

Because of the unpredictable nature of short-term assignments, the District shall have the right to shorten or lengthen such assignments and/or increase or decrease the hours of such assignments. The anticipated duration of the assignment shall be included in the announcement for the position. An employee shall be guaranteed at least 75 percent of the assignment. Employees shall not have displacement rights with respect to short-term assignments. The usual work rules regarding attendance, dress and the like shall apply to summer work assignments.

#### **16.6 Right to Employ Substitute and Short-Term Employees**

Nothing herein shall preclude the District from employing short-term employees as permitted by the Education Code and/or the Collective Agreement.

#### **16.7 Transfer**

Article 11 shall not apply to short-term assignments.

#### **16.8 Part-Time Employees Serving in Other Than Regular Classification in short-term Assignment**

If the District elects to employ a part-time employee as a short-term employee in a different classification, the employee shall:

16.8.1 Have his/her insurance benefit proration adjusted upward for the entire period of temporary service if such period exceeds 20 consecutive days.

16.8.2 Be paid at his/her regular step in the classification in which he/she is temporarily serving.

16.8.3 Accrue vacation and sick leave for the entire period of temporary service if such period of service exceeds 20 consecutive days.

#### **16.9 Part-Time Employees Serving in Substitute Positions**

If the District elects to employ a part-time employee as a substitute in a different classification, the employee shall:

16.9.1 Have his/her insurance benefit proration adjusted upward for the entire period of substitute service if such period exceeds 20 consecutive days.

16.9.2 Be paid at Step 3 of the classification in which he/she is substituting or a five-percent increase in the employee's regular compensation, whichever is greater. If assigned to work in a lower class, salary shall not change from regular rate of pay.

16.9.3 Accrue vacation and sick leave for the entire period of substitute service if such period exceeds 20 consecutive days.

16.10 If the District elects to employ a part-time substitute in the same classification, whenever possible the work shall be offered first to qualified employees in that classification, in order of seniority, unless the extra work would result in the employee going into overtime.

#### **16.11 Special Project Assignments**

The District may fill up to three (3) special project assignments a year. Special assignments may not exceed 45 work days. Assignments will be offered to qualified unit members first prior to posting outside. The District will notify CSEA prior to starting Special Projects. Additional projects may be approved with union approval



## **Article 17**

### **ASSOCIATION/DISTRICT COOPERATION**

The Association and the District will continue with methods of improving Association/District cooperation and involvement of Association representatives in matters of mutual concern. Specifically, for the duration of this agreement, the parties agree to establish the following:

#### **17.1 Central Coordinating Committee**

A Central Coordinating Committee, comprised of the Superintendent, the President of the Association, and at least three other representatives of each party, will meet monthly during the school year. The purpose of this committee will be to discuss the following issues:

- 17.1.1 Staffing at schools, class size, vacancies, part time employment and split schedules, budget issues, assignments, reassignments and transfers.
- 17.1.2 To discuss relationship problems, and to discuss any non-bargaining problems of mutual concern.

## **Article 18**

### **MISCELLANEOUS PROVISIONS**

#### **18.1 Savings**

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Upon request, the parties agree to meet and negotiate regarding a provision replacing the severed provision.

#### **18.2 Effect of Agreement**

It is understood and agreed that the specific provisions contained in this agreement shall prevail over District practices and procedures to the extent of a conflict and over State laws to the extent permitted by State law and that in the absence of specific provisions in this agreement, such practices and procedures are discretionary.

#### **18.3 Concerted Activities**

18.3.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this agreement, including compliance with the request of other labor organizations to engage in such activity.

18.3.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

18.3.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to, and including, termination by the District.

18.3.4 It is understood that in the event this article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this agreement or in District policy from any employee and/or the Association.

18.3.5 The District agrees that during the term of this agreement, it will not lock out the employees covered by this agreement.

#### **18.4 Cameras**

All monitoring or observation of the unit member's work shall be conducted openly and with full knowledge of the unit member.

## **Article 19**

### **COMPLETION OF MEET AND NEGOTIATIONS**

#### **19.1 Completion of Meet and Negotiations**

- 19.1.1 Except as mutually agreed by the parties and except as set forth in other sections of this Agreement, during the term of this agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time they met and negotiated on and executed this agreement, and even though such subjects or matters were proposed and later withdrawn.
- 19.1.2 The District and the Association will reopen negotiations on salary or benefits if any other bargaining unit in the District receives a percentage increase in salary or benefits greater than CSEA, as set forth in Article 14 of this Agreement.

**Article 20**  
**DURATION OF CONTRACT**

**20.1 Duration**

This agreement shall be effective from November 1, 2023 and shall remain in full force and effect up to and including October 31, 2026, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than August 15, 2026 of its request to modify, amend, or terminate the Agreement.

**20.2 Negotiations for the 2024-2025 year shall address two (2) reopeners by both CSEA and the District. The contract will be open October 2026.**

Each Year of Agreement – A Committee shall determine the work calendar for each year of this Agreement in accord with the prior practices.

**ASSOCIATION:**

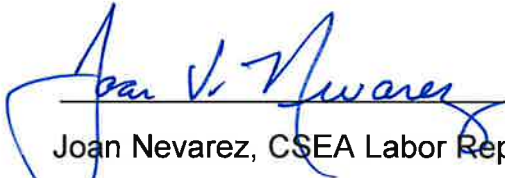


Dave Martin, President, CSEA, Chapter 181

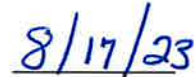


Date

**EXCLUSIVE REP:**

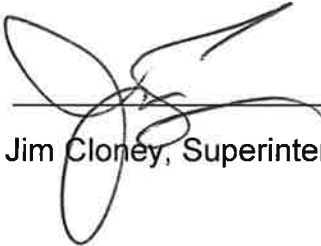


Joan Nevarez, CSEA Labor Representative



Date

**DISTRICT:**



Jim Cloney, Superintendent, Shasta Union High School District



Date

# SHASTA UNION HIGH SCHOOL DISTRICT

## CSEA - CLASSIFIED SALARY SCHEDULE JULY 1, 2023

Schedule A

|                                     | RANGE | STEP 1 | STEP 5 |
|-------------------------------------|-------|--------|--------|
| <b>FOOD SERVICES</b>                |       |        |        |
| FOOD NUTRITION SPECIALIST           | 19    | 18.11  | 22.03  |
| CATERING COORDINATOR                | 20    | 19.01  | 23.10  |
| FOOD/NUTRITION SITE SUPERVISOR      | 20    | 19.01  | 23.10  |
| ~PIZZA PRODUCTION LEADER            | 20    | 19.01  | 23.10  |
| VENDING PRODUCTION LEADER           | 20    | 19.01  | 23.10  |
| FOOD AND BEVERAGE MANAGER           | 21    | 19.97  | 24.26  |
| <b>MAINTENANCE &amp; OPERATIONS</b> |       |        |        |
| CUSTODIAN                           | 20    | 19.01  | 23.10  |
| LEAD CUSTODIAN                      | 21    | 19.97  | 24.26  |
| ATHLETIC FIELD TECHNICIAN           | 21    | 19.97  | 24.26  |
| UTILITY/AUDITORIUM TECHNICIAN       | 21    | 19.97  | 24.26  |
| MAINTENANCE WORKER I                | 21    | 19.97  | 24.26  |
| MAINTENANCE WORKER II               | 22    | 20.95  | 25.50  |
| LEAD MAINTENANCE WORKER             | 23    | 22.03  | 26.77  |
| <b>TRANSPORTATION SERVICES</b>      |       |        |        |
| BUS DRIVER                          | 23    | 22.03  | 26.77  |
| BUS DRIVER / UTILITY WORKER         | 23    | 22.03  | 26.77  |
| ~MECHANIC I                         | 23    | 22.03  | 26.77  |
| ~MECHANIC II                        | 24    | 23.10  | 28.13  |
| ~MECHANIC III                       | 27    | 26.77  | 32.54  |
| ~MECHANIC IV                        | 30    | 31.03  | 37.75  |

AA Degree \$ 389  
BA Degree \$ 712

### NOTE:

1. BUS DRIVERS ASSIGNED TO THE FRENCH GULCH, OAK RUN & VIOLA "OUT-OF-TOWN" ROUTES, OF WHOM HOUSE THE BUS AT THEIR PLACE OF RESIDENCE, SHALL RECEIVE 10% SHIFT DIFFERENTIAL DURING THE SCHOOL YEAR, BUT SHALL NOT RECEIVE MILEAGE REIMBURSEMENT.
2. 1. BUS DRIVERS WHO ARE ALSO EMPLOYED IN A CLASSIFICATION OTHER THAN BUS DRIVER SHALL NOT BE ELIGIBLE FOR ADDITIONAL BUS TRIPS WHICH CONFLICT WITH THE HOURS AND RESPONSIBILITIES IN THE NON-DRIVING POSITIONS.

~3.00% EFFECTIVE 7/1/18  
~2.00% EFFECTIVE 7/1/19  
~2.00% EFFECTIVE 7/1/20  
~2.00% EFFECTIVE 7/1/22, Board Approved on 10/21/22  
~2.00% EFFECTIVE 7/1/22, Board Approved on 11/14/22  
~6.17% EFFECTIVE 7/1/23

BOARD APPROVED ON 07/11/2023

**SHASTA UNION HIGH SCHOOL DISTRICT  
CSEA SALARY SCHEDULE  
EFFECTIVE JULY 1, 2023**

Schedule A

| RANGE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | Longevity Steps 6-30 |         |         |         |         |         |
|-------|--------|--------|--------|--------|--------|----------------------|---------|---------|---------|---------|---------|
|       |        |        |        |        |        | STEP 6               | STEP 10 | STEP 15 | STEP 20 | STEP 25 | STEP 30 |
|       |        |        |        |        |        | 5%                   | 5%      | 5%      | 7.5%    | 7.5%    | 7.5%    |
| 18    | 17.20  | 18.11  | 19.01  | 19.97  | 20.95  | 22.00                | 23.08   | 24.25   | 26.05   | 28.02   | 30.12   |
| 19    | 18.11  | 19.01  | 19.97  | 20.95  | 22.03  | 23.10                | 24.27   | 25.48   | 27.39   | 29.44   | 31.65   |
| 20    | 19.01  | 19.97  | 20.95  | 22.03  | 23.10  | 24.27                | 25.47   | 26.73   | 28.75   | 30.90   | 33.22   |
| 21    | 19.97  | 20.95  | 22.03  | 23.10  | 24.26  | 25.47                | 26.72   | 28.08   | 30.17   | 32.44   | 34.86   |
| 22    | 20.95  | 22.03  | 23.10  | 24.26  | 25.50  | 26.76                | 28.12   | 29.52   | 31.72   | 34.12   | 36.68   |
| 23    | 22.03  | 23.10  | 24.26  | 25.50  | 26.77  | 28.12                | 29.52   | 31.01   | 33.34   | 35.83   | 38.53   |
| 24    | 23.10  | 24.26  | 25.50  | 26.77  | 28.13  | 29.56                | 31.02   | 32.57   | 35.01   | 37.64   | 40.46   |
| 25    | 24.26  | 25.50  | 26.77  | 28.13  | 29.56  | 31.02                | 32.57   | 34.20   | 36.76   | 39.51   | 42.48   |
| 26    | 25.50  | 26.77  | 28.13  | 29.56  | 31.01  | 32.57                | 34.19   | 35.92   | 38.60   | 41.49   | 44.59   |
| 27    | 26.77  | 28.13  | 29.56  | 31.01  | 32.54  | 34.17                | 35.87   | 37.67   | 40.51   | 43.53   | 46.80   |
| 28    | 28.13  | 29.56  | 31.01  | 32.54  | 34.20  | 35.93                | 37.71   | 39.59   | 42.57   | 45.77   | 49.20   |
| 29    | 29.56  | 31.01  | 32.54  | 34.20  | 35.94  | 37.73                | 39.62   | 41.61   | 44.73   | 48.08   | 51.68   |
| 30    | 31.03  | 32.57  | 34.17  | 35.92  | 37.75  | 39.62                | 41.61   | 43.70   | 46.97   | 50.49   | 54.27   |

AA Degree \$ 389

BA Degree \$ 712

~3.00% EFFECTIVE 7/1/18

~2.00% EFFECTIVE 7/1/19

~2.00% EFFECTIVE 7/1/20

~2.00% EFFECTIVE 7/1/22, Board Approved on 10/21/22

~2.00% EFFECTIVE 7/1/22, Board Approved on 11/14/22

~6.17% EFFECTIVE 7/1/23

BOARD APPROVED ON 07/11/2023

## **Appendix A.1**

### **Shasta Union High School District**

#### **CSEA Evaluation Rotation**

|    |        |
|----|--------|
| 1  | Formal |
| 2  | Formal |
| 3  | OFF    |
| 4  | Formal |
| 5  | OFF    |
| 6  | Formal |
| 7  | OFF    |
| 8  | Formal |
| 9  | OFF    |
| 10 | Formal |

Note: years 1-2 remain the same with formal evaluations. After permanent status is achieved for 2 years, formal evaluations will begin every other year.

This cycle is based on time in a position. If a unit member changes positions the timeline starts over.

**SHASTA UNION HIGH SCHOOL DISTRICT  
COACHING/ATHLETICS - COMPENSATED EXTRA DUTY  
7/1/2023**

**Appendix B**

Schedule A Column 1/Step 1 **\$55,799**

| SPORT                       | % OF<br>COLUMN 1/STEP 1 | PAY<br>RATE | MONTH<br>PAID | SPORT                                     | % OF<br>COLUMN 1/STEP 1 | PAY<br>RATE | MONTH<br>PAID |
|-----------------------------|-------------------------|-------------|---------------|---|-------------------------|-------------|---------------|
| <b>FOOTBALL (8)</b>         |                         |             |               | <b>SOCCER (3/3 B/G)</b>                   |                         |             |               |
| HEAD VARSITY (1) *          | 10.50%                  | 5,859       | DEC           | BOYS VARSITY (1)                          | 7.00%                   | 3,906       | MARCH         |
| ASST VARSITY A (2) *        | 8.50%                   | 4,743       | DEC           | BOYS VARSITY ASST (1)                     | 3.00%                   | 1,674       | MARCH         |
| ASST VARSITY B (1)          | 3.00%                   | 1,674       | DEC           | BOYS FROSH/SOPH (1)                       | 5.16%                   | 2,879       | MARCH         |
| HEAD FROSH/SOPH (1)         | 8.50%                   | 4,743       | DEC           | GIRLS VARSITY (1)                         | 7.00%                   | 3,906       | MARCH         |
| ASST FROSH/SOPH (1)         | 7.50%                   | 4,185       | DEC           | GIRLS VARSITY ASST (1)                    | 3.00%                   | 1,674       | MARCH         |
| HEAD FROSH (1)              | 7.50%                   | 4,185       | DEC           | GIRLS FROSH/SOPH (1)                      | 5.16%                   | 2,879       | MARCH         |
| ASST FROSH (1)              | 6.00%                   | 3,348       | DEC           | <b>BASEBALL (3)</b>                       |                         |             |               |
|                             |                         |             |               | Varsity (1)                               | 8.50%                   | 4,743       | JUNE          |
| <b>WRESTLING (2)</b>        |                         |             |               | ASST Varsity (1)                          | 3.00%                   | 1,674       | JUNE          |
| HEAD *                      | 8.50%                   | 4,743       | MARCH         | FROSH/SOPH (1)                            | 7.00%                   | 3,906       | JUNE          |
| ASST *                      | 7.00%                   | 3,906       | MARCH         | <b>SOFTBALL (3)</b>                       |                         |             |               |
|                             |                         |             |               | Varsity (1)                               | 8.50%                   | 4,743       | JUNE          |
| <b>SWIMMING (2)</b>         |                         |             |               | ASST Varsity (1)                          | 3.00%                   | 1,674       | JUNE          |
| HEAD                        | 9.50%                   | 5,301       | DEC           | FROSH/SOPH (1)                            | 7.00%                   | 3,906       | JUNE          |
| ASST                        | 8.00%                   | 4,464       | DEC           |   |                         |             |               |
| <b>VOLLEYBALL (4)</b>       |                         |             |               | <b>TRACK (5)</b>                          |                         |             |               |
| Varsity *                   | 8.00%                   | 4,464       | DEC           | HEAD * (1)                                | 10.00%                  | 5,580       | JUNE          |
| ASST Varsity (1)            | 3.00%                   | 1,674       | DEC           | ASST Varsity * (1)                        | 7.00%                   | 3,906       | JUNE          |
| FROSH/SOPH                  | 6.50%                   | 3,627       | DEC           | ASST * (3)                                | 7.00%                   | 3,906       |               |
| FROSH                       | 6.00%                   | 3,348       | DEC           | <b>GOLF (1/1 B/G)</b>                     |                         |             |               |
|                             |                         |             |               | BOYS *                                    | 6.15%                   | 3,432       | JUNE          |
| <b>CROSS COUNTRY (2)</b>    |                         |             |               | GIRLS *                                   | 6.15%                   | 3,432       | DEC           |
| HEAD *                      | 7.00%                   | 3,906       | DEC           | <b>TENNIS (1/1 B/G)</b>                   |                         |             |               |
| ASST *                      | 6.50%                   | 3,627       | DEC           | SPRING                                    | 6.15%                   | 3,432       | JUNE          |
|                             |                         |             |               | FALL                                      | 6.15%                   | 3,432       | DEC           |
| <b>BASKETBALL (4/4 B/G)</b> |                         |             |               | <b>CHEERLEADING ADVISOR (1/1/1 F/W/S)</b> | 7.00%                   | 3,906       |               |
| Varsity * (1)               | 10.32%                  | 5,758       | MARCH         | (1) Fall/(1) Winter/(1) Stunt             |                         |             |               |
| ASST Varsity (1)            | 3.00%                   | 1,674       | MARCH         | <b>SKI/SNOWBOARD (2)</b>                  |                         |             |               |
| FROSH/SOPH (1)              | 8.50%                   | 4,743       | MARCH         | HEAD *                                    | 7.00%                   | 3,906       | MARCH         |
| FROSH (1)                   | 7.50%                   | 4,185       | MARCH         | ASST Varsity * (1) WHEN >20 ATHLETES      | 3.00%                   | 1,674       | MARCH         |
|                             |                         |             |               | <b>***DIR OF ATHLETICS (1)</b>            | 3.00%                   | 1,674       | JUNE          |

| DISTRICT LONGEVITY* |      |       |      | *Additional pay for CIF Sanctioned State playoffs for current season coach only. Does not apply to walk-ons, with the exception of ESP staff. Not subject to longevity or on-going salary increases. Will be paid the month following regular coaching stipend. |
|---------------------|------|-------|------|---|
| YEARS               |      | YEARS |      |   |
| 1-5                 | 0.0% | 18    | 3.4% |   |
| 6                   | 1.0% | 19    | 3.6% |   |
| 7                   | 1.2% | 20    | 3.8% |   |
| 8                   | 1.4% | 21    | 4.0% |   |
| 9                   | 1.6% | 22    | 4.5% |   |
| 10                  | 1.8% | 23    | 5.0% |   |
| 11                  | 2.0% | 24    | 5.5% |   |
| 12                  | 2.2% | 25    | 6.0% |   |
| 13                  | 2.4% | 26    | 6.5% |   |
| 14                  | 2.6% | 27    | 7.0% |   |
| 15                  | 2.8% | 28    | 7.5% |   |
| 16                  | 3.0% | 29    | 8.0% |   |
| 17                  | 3.2% | 30    | 8.5% |   |
|                     |      |       |      | Head Varsity Coach \$ 250 / week  |
|                     |      |       |      | Assistant Varsity Coach \$ 150 / week   |

\*District Coaching Longevity: Coaches of sports hired into the District may be given up to six (6) years of coaching credit with directly related coaching experience.

District Longevity does not apply to Walk-On Coaches with the exception of ESP and CSEA staff.

\*\*\*Comp site only unless otherwise noted

- 3.00% EFFECTIVE 7/1/20  
- 5.92% EFFECTIVE 7/1/22  
- 2.08% EFFECTIVE 7/1/22  
- 6.17% EFFECTIVE 7/1/23

BOARD APPROVED ON 07/11/2023