

ARTICLES
OF
AGREEMENT

CHATOM UNION SCHOOL DISTRICT

AND

CSEA AND ITS CHATOM CHAPTER #585

July 1, 2017 - June 30, 2020

Shale Agreement Extension July 1, 2020 – June 30, 2023

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**ARTICLE I
AGREEMENT**

1.1 The Articles and provisions contained herein constitute a bilateral and binding Agreement made and entered into this 26th day of May, 2015 by and between the Chatom Union School District, whose address is 7201 Clayton Avenue, Turlock, California 95380, hereinafter referred to as the "District", and CSEA Chapter 585, which is affiliated with the California School Employees Association, hereinafter referred to as the "Association" or "CSEA". This agreement is entered into pursuant to Chapter 10.7, Section 3540-3549.3, of the Government Code of the State of California.

1.1.1 Agreement was amended on the 30th day of June, 2016 and 15th day of August, 2016. Amendments are included in the back of this agreement.

**ARTICLE II
RECOGNITION**

2.1 The District recognizes CSEA and its Chapter 585 as the exclusive bargaining representative for the following unit of classified employees:

2.1.1 Inclusions: All classified employees not designated by the district as management, supervisory, or confidential.

2.1.1.1 Management, supervisory and confidential employees as listed below:

Food Service Director
Maintenance, Operations and Grounds Supervisor
Transportation Supervisor
Assistant Transportation Supervisor/Mechanic
Administrative Assistant
Business Manager
Business Assistant

2.2 Scope of Representation

The scope of representation shall be limited to matters agreed upon in the contract and outlined in Government Code Section 3543.2. Nothing herein may be construed to limit the right of the District and/or CSEA Chapter to consult with each other on matters outside the scope of representation.

**ARTICLE III
ORGANIZATIONAL SECURITY**

3.1 The Association shall have the sole and exclusive right to District payroll deduction for membership dues for employees in the bargaining unit. The District shall pay deducted dues to the Association within a reasonable time.

3.2 With respect to all sums deducted by the District for membership dues, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

3.3 The District shall deduct membership dues in accordance with the Association schedule, submitted to the District, from the wages of employees in the unit who are members of the Association and who have submitted written dues authorization forms to the Association.

3.4 The Association shall indemnify and hold the District harmless for any claims made by an employee. The Association shall have the right to select legal counsel at its sole option and expense, to control litigation strategies and decisions, and to determine whether any action or proceeding referred to above shall or shall not be compromised, resisted, defended tried or appealed.

3.5 Upon appropriate written authorization from the classified employee, the Board shall deduct from the salary of any classified employee and make appropriate remittance for annuities, credit union, saving bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

**ARTICLE IV
LEAVES**

4.1 Sick Leave

4.1.1 Each regularly employed full-time twelve (12) month classified employee shall be entitled to leave of absence without loss of pay for illness or injury for twelve (12) days per year or fraction thereof of sick leave per calendar year earned on the basis of one (1) day per month. Leave will be credited to the employee at the beginning of the fiscal year. If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

4.1.1.1 Employees shall be expected, except in emergencies or situations beyond the control of the employee, to give advance notice of absence due to illness or injury so that substitute arrangements may be made or that the employee's duties can be adequately covered.

4.1.1.2 The district may request a verification of absence, including but not limited to, a statement from a medical practitioner (medical practitioner is defined as an individual trained by an accredited medical program, licensed in the United States by the appropriate Board and one who specializes in a practice recognized by the American Medical Association).

4.1.2 If employment terminates prior to the end of the school year, and the employee has exceeded his/her prorated sick leave, the amount of money equal to the pay received for unearned sick leave shall be deducted by the final warrant.

4.1.3 Sick leave may be taken at any time during the year; however a new employee of the district shall not be eligible to take more than six (6) days or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.

4.1.4 Regular part-time employees shall be entitled to sick leave in the same ratio as the regular work hours per day, days per week, or months per year of such part-time employees bear to eight (8) hours per day, forty (40) hours per calendar week, or twelve (12) calendar months during the school year. School term employees receive ten (10) days sick leave per year.

- 4.1.5 Any employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, or its successor if the employee is filing a request for retirement.
- 4.1.6 Pregnancy shall be treated as an illness for the purpose of sick leave.
- 4.1.7 If any employee does not take any sick leave during his/her entire school year, he/she will receive a \$200 bonus.

4.2 Industrial Accident and Illness Leave

- 4.2.1 An employee suffering an injury or illness arising out of and in the course of employment of the employee shall be entitled to a leave of up to sixty (60) working days in anyone (1) fiscal year for the same accident or illness. The injury or illness must be accepted arising out of and in the course of employment by the State Compensation Insurance Fund or another Worker's Compensation carrier.
- 4.2.2 Employees are eligible upon hire.
- 4.2.3 Should the leave overlap 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.
- 4.2.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this State, exceed the normal wage for that day.
- 4.2.5 Upon termination of the leave, the employee shall be entitled to sick leave, and absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. If the employee continues to receive temporary disability indemnity, he/she to take as much accumulated sick leave which when added to temporary disability indemnity will result in a payment of not more than full salary.
- 4.2.6 The employee shall notify the District Office immediately when an injury or illness arising out of and in the course of employment occurs.
- 4.2.7 While on paid industrial accident or illness leave, the employee shall endorse to the District the temporary disability indemnity checks received. The District, in turn, shall issue appropriate salary warrants and shall deduct there from normal retirement and other authorized contributions.

- 4.2.8 Any employee receiving benefits under these rules and regulations are not required to stay in California or require District authorization.
- 4.2.9 When an employee on industrial leave is able to return to work he/she shall be reinstated in his/her position without loss of pay or benefits, providing the position has not been eliminated through lack of funding, elimination of program, or declining enrollment. A two (2) week notice is not required but preferred.

4.3 Extended Illness Leave

- 4.3.1 When an employee is absent because of a long-term illness, injury, or quarantine for a period of one hundred (100) scheduled working days or less, the amount deducted from the employee's salary shall not exceed the sum which is actually paid a substitute employee hired to fill the position during the absence.
- 4.3.2 The use of extended illness leave shall begin when accumulated sick leave, vacation time, compensatory time, or other paid leave has been exhausted, but the total period of extended illness leave shall not extend beyond one hundred (100) scheduled working days from the first day of illness, injury, or quarantine with the exception of days of absence on industrial accident or illness leave.
- 4.3.3 The District may require the employee to provide verification of the continuing illness, injury, or quarantine.

4.4 Bereavement Leave

- 4.4.1 An employee will be granted three (3) days leave, or five (5) days if one way travel of 300 miles or more is required on account of the death of the member of the immediate family. The immediate family is defined to include spouse, child, parents, sister, brother, parent-in-law, son- or daughter-in-law, grandchild, grandfather, grandmother, of the employee or spouse of the employee or other relative of the employee living in the immediate household. Request for bereavement leave for other relative deaths may be made as a personal necessity leave. The District would reserve the right to grant or refuse the request based upon the reasonableness of the situation.

4.5 Personal Necessity Leave

"Personal Necessity" means situations dealing with business or personal emergencies that cannot be dealt with before or after the school day. An employee may use up to seven (7) days of earned sick leave in case of personal necessity on the following basis:

- 4.5.1 Death (or serious illness) of a member of his/her immediate family when additional leave is required beyond that provided under bereavement leave. The definition of immediate family may be expanded at the discretion of the District.
- 4.5.2 Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- 4.5.3 Appearance in court or before an administrative tribunal as a litigant not involving the District, party, or witness under subpoena.
- 4.5.4 Three (3) days per year of personal necessity leave may be used without an explanation being given. No more than five (5) classified employees may take a personal necessity leave at any one time and no more than one (1) employee per classification.
- 4.5.5 Leave for other circumstances generally of critical or crucial nature may be granted at the discretion of the District.
- 4.5.6 No earned leave in excess of seven (7) days may be used in any school year for the purposes enumerated in this section. Proof of personal necessity may be requested with the request for leave under this section. Requests for leave shall be submitted to the District in writing as soon as possible.
- 4.5.7 An employee shall notify the District of personal necessity leave taken for the reasons enumerated in sections 4.5.1 and 4.5.2 as soon as possible. When an employee takes personal necessity leave for other than these reasons, he/she must notify the District two (2) days before taking the leave in order to take the leave.

4.6 Jury Duty

- 4.6.1 The employee shall endorse to the District any checks received for jury duty. The District, in turn, shall issue appropriate salary warrants and shall deduct there from normal retirement and other authorized contributions. Any meals, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

4.7 Military Leave

- 4.7.1 Employees shall be entitled to military leave as provided by law.

4.8 Other Leaves

- 4.8.1 A leave of absence may be granted to an employee on a paid or unpaid basis at any time upon terms acceptable to the District and the employee.

- 4.8.2 An employee on an unpaid leave of absence for less than 120 calendar days shall not be considered as having a break in service for the purpose of earning seniority under this Agreement. Disciplinary leaves excepted.
- 4.8.3 An employee who wishes to take comp time must request comp time at least two (2) working days in advance and the request may be denied if granting the request would adversely impact school operations.

ARTICLE V GRIEVANCE PROCEDURE

5.1 Definition

A grievance is defined as a complaint by employees that there has been a misinterpretation, misapplication, or alleged violation of this Agreement, thus personally and adversely affecting the employee.

5.2 Procedure

Grievances shall be handled in the following manner:

- 5.2.1 Step One: An aggrieved employee shall discuss the grievance informally with his/her immediate supervisor. If the grievance is not satisfactorily adjusted informally, the grievant may proceed to Step Two within fifteen (15) working days after the grievant knew or should have known of the act or condition giving rise to the grievance.
- 5.2.2 Step Two: If not satisfied with the disposition of the grievance at Step One, an aggrieved employee may present a grievance in writing to his/her immediate supervisor. Copies shall be sent to CSEA and the Superintendent. This statement shall include:
 - 5.2.2.1 The specific grounds of the grievance, including names, dates, and places necessary for complete understanding of the grievance.
 - 5.2.2.2 A listing of the provisions of this Agreement which are alleged to have been violated or misapplied.
 - 5.2.2.3 The reasons why the solutions proposed in Step One are unacceptable.
 - 5.2.2.4 The specific actions requested which will remedy the grievance. The grievance at Step Two shall be submitted on the form attached hereto as Appendix D. At Step Two, the grievant may elect in writing to represent himself/herself rather than have CSEA provide representation. If the grievant elects to represent himself/herself at this step, or at any later step,

CSEA shall be relieved of any further obligation to representation and shall be relieved of any further obligation to share in any further expense of the grievance procedure. The immediate supervisor shall communicate his/her written decision within five (5) working days after receipt of the written grievance.

5.2.3 Step Three: If the grievance is not satisfactory adjusted at Step Two, or if the Supervisor does not respond at Step Two within five (5) working days, the grievant may submit the grievance in writing to the District Superintendent within ten (10) days of the receipt of the response at Step Two or ten (10) days after the time limit for the Supervisor's response in Step Two. Within ten (10) working days of the receipt of the grievance at Step Three, the Superintendent or designee will meet with the grievant and his/her representative in an attempt to resolve the grievance. Within five (5) working days after this meeting, the Superintendent shall deliver to the grievant and CSEA the written response to the grievance.

5.2.4 Step Four:

5.2.4.1 If the aggrieved is not satisfied with the decision of his/her grievance at Step 3, the Association may, within ten (10) days after the decision by the Superintendent or his/her designee, request in writing that the grievance be submitted to mediation.

5.2.4.2 The parties shall jointly request that a list of seven (7) mediators be provided by the California State Mediation and Conciliation Service, at no cost to either party. The parties shall alternately strike the names of the mediators provided until only one (1) remains, who shall be the mediator. The order of striking shall be determined by lot.

5.2.4.3 The mediator is given broad discretion and authority with regard to the techniques, tactics and practices employed in an effort to resolve the dispute.

5.2.4.4 Mediation shall be limited to one (1) day in duration, except upon mutual agreement of the parties. The mediator shall make all reasonable efforts to work with the parties to reach agreement.

5.2.4.5 All discussions, conversations, and written correspondence which are exchanged between the parties and/or between the parties and the mediator shall be made for purposes of mediation only.

5.2.5 Step Five:

5.2.5.1 If the dispute is not resolved through mediation in Step 4, the Association, within fifteen (15) days after the conclusion of the mediation, may request in writing that the grievance be submitted to advisory arbitration.

5.2.5.2 The parties shall attempt to select a mutually acceptable arbitrator. Should the parties be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, the parties shall jointly request that the California State Mediation and Conciliation Service provide a list of seven (7) names of arbitrators. The request shall

include a request that none of the seven (7) arbitrators be the same individuals who were designated on any list of mediators provided in response to a request made pursuant to Article 5.2.4.2. The parties shall alternately strike the names of the arbitrators on the list until only one (1) remains, who shall serve as the arbitrator. The order of striking shall be determined by lot.

5.2.5.3 The arbitrator's decision shall be in writing and shall set forth is/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement. The arbitrator shall be without any authority to modify, change or alter the terms of this agreement. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be advisory to the parties of this Agreement.

5.2.5.4 All cost for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses, and the cost of any hearing room, shall be born equally by the District and the Association. All other costs shall be borne by the party incurring them. The proceeding shall be recorded by certified shorthand reporter, and the cost for this service shall be born equally by the District and the Association. All other costs shall be borne by the party incurring them.

5.2.5.5 The decision of the arbitrator shall be advisory on the parties.

5.2.5.6 No grievance may be submitted to arbitration unless it has first proceeded through mediation as provided in Article 5.2.4.

5.3 Group Grievance

5.3.1 The District reserves the right to separate grievances filed by two (2) or more employees.

5.4 Employee Processed Grievance

5.4.1 An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievances filed by employees directly and any written responses by the District. Prior to any resolution of any grievance at Step Two or higher, CSEA shall be given an opportunity to state its views on the grievance.

5.5 Grievance Witnesses

5.5.1 Any employee required by the district to appear as a witness in connection with this Article shall suffer no loss of pay as a result.

5.6 Time of Grievance Processing

5.6.1 The parties shall make a good faith effort to process grievances at times which do not interfere with District operations or assigned duties.

5.7 Separate Grievance File

5.7.1 All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file which shall be available for inspection only by the employee, the CSEA representatives, and those management supervisory, confidential employees, and arbitrators directly involved in the grievance procedure.

5.8 The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of.

5.9 A decision rendered at any step in these procedures becomes final unless appealed within the time limit specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level.

5.10 Time limits given in those procedures may be modified only by written signed by both parties.

5.11 The CSEA, on behalf of the affected employees, may initiate a grievance which affects more than one (1) employee in a single building or employees in more than one (1) building at Step Two.

ARTICLE VI EVALUATION PROCEDURES/PERSONNEL FILES

6.1 Every formal evaluation of an employee shall be followed with a conference. Employees may attach their comments to the evaluation report, or to any adverse materials in their personnel files.

6.2 Employees shall have the right to examine their personnel files, subject to reasonable regulations, in accordance with appropriate Education Code provisions.

6.3 Employees shall have the right to receive copies of materials placed in their files, except for exceptions authorized by state and federal law and subject by reimbursement by the District.

6.4 Employees shall be provided with copies of any derogatory material before it is placed in the employee's personnel file. The date material is placed in an employee's file shall be noted on the materials along with the name of the person issuing the document.

- 6.5** Probationary employees shall be evaluated by the end of the sixth month of employment, ninth month of employment and a final evaluation at the twelfth month. Other employees shall be evaluated at least once a year. The District reserves the right to evaluate employees at any time.

Probationary employees hired after January 1, 2020 shall be evaluated by the end of the third month of employment and a final evaluation at the tenth or twelfth month. Other employees shall be evaluated at least once a year. The District reserves the right to evaluate employees at any time.

- 6.6** The probationary period in and for each classification shall be:

Pursuant to A.B. 1353, effective upon Board ratification of the Tentative Agreement between the District and CSEA Chapter #585, the probationary period for classified employees hired on or after January 1, 2020 shall be six (6) months or a period 130 days of paid service, whichever is longer. For the purpose of calculating 130 days of service, consistent with the court's decision in *CSEA v. Compton Unified School District* (1985) 165 Cal.App.3d 697 and Education Code section 45301, holiday or vacation days shall count towards this calculation, but other days of leave, including but not limited to, illness leave, injury leave, bereavement leave, parenting leave or pregnancy leave shall not count towards 130 days of service so as to provide the district with a reasonable opportunity to observe and evaluate an employee's performance on the job before according him or her the status of permanent employee. (*Randolph v. City of Los Angeles* (1977) 67 Cal.App.3d 201, 205.)

- 6.7** The personnel file of each employee shall be maintained at the District's Central Administrative Office. No suspension, loss of pay, or loss of job type actions shall be taken against an employee based upon materials which are not in the personnel file.

ARTICLE VII DRUG AND ALCOHOL SEARCHES AND TESTING

Pursuant to, and in furtherance of, the Drug-Free Workplace Act of 1988 (41 U.S. Section 701 et seq.) and the Drug-Free Schools and Communities Act Amendments of 1989 (Public Law #101-226), the Chatom Union School District (hereinafter "District") and CSEA #585 "hereinafter "Association") agree that:

- 7.1.** This agreement applies only to classified employees who are not required by law to be subject to drug and/or alcohol testing pursuant to the federal Omnibus Transportation

Employee Testing Act of 1991, except that this agreement does allow for post-accident drug and/or alcohol testing of any District classified employee included in any accident while engaged in District business or employment activity.

- 7.2.** District administrators may search unit members and/or unit member's belongings in the immediate possession of the unit member when there is a reasonable, articulable suspicion that the unit member has in his or her possession or control drugs or alcohol on District property and the individual unit member consents to the search. This search will not be an invasive search such as those prohibited by Education Code Section 49050.
- 7.3.** District administrators may search the work area of a unit member, including desks, file cabinets and lockers used by unit members, when there is a reasonable, articulable suspicion that drugs or alcohol may be located in the unit member's work area.
- 7.4.** District administrators may search the vehicle of a unit member when the vehicle is parked on, or adjacent to, District property and there is a reasonable, articulable suspicion that drugs or alcohol may be located in the unit member's vehicle.
- 7.5.** District administrators may direct a unit member to submit to a drug test or a drug testing program, at District expense, when there is a reasonable, articulable suspicion that the

unit member either possessed or controlled drugs or alcohol on District property or was under the influence of drugs or alcohol on District property. Failure or refusal of a unit member to submit to or complete such an ordered drug testing or drug testing program constitutes grounds for appropriate disciplinary action.

- 7.6. Nothing in this agreement shall be read or construed as a waiver of an individual unit member's constitutional or statutory rights.

ARTICLE VIII HOURS OF EMPLOYMENT

8.1 Hours

- 8.1.1 The work week of a full time classified employee shall be forty (40) hours per week, eight (8) hours per day.
- 8.1.2. The length of the work day shall be designated by the District for each classified assignment.
- 8.1.3 Employees who work more than four (4) consecutive hours a day on a regular basis shall be entitled to a thirty (30) minute duty free lunch period.
- 8.1.4 Overtime is time worked in excess of eight (8) hours in any one (1) day and in excess of forty (40) hours in any calendar week. Part time employees will be on straight time up to eight (8) hours per day or forty (40) hours per week. Overtime shall be compensated in cash or compensatory time at one and one-half (1-1/2) times the regular rate of pay as mutually agreed upon between the district and the employee. It is agreed that additional district approved work outside an employee's workday will be offered to employees on a seniority basis within the employee's job classification. The employee must have the skills necessary to complete the job needed, in the judgment of the supervisor. If no employee in the classification is available or qualified to work, the CSEA President and Superintendent may choose, by mutual agreement, another employee from a different classification.
- 8.1.5 The work week shall consist of not more than five (5) consecutive days for any employee having an average work day of four (4) hours or more during the work week. Work on the sixth or seventh day shall be compensated at one and one-half (1-1/2) times the regular rate of pay.
- 8.1.6 Employees having an average work day of less than four (4) hours during a work week shall be compensated at one and one-half (1-1/2) times their regular rate of pay for work required to be performed on the sixth or seventh day following commencement of the work week.

8.1.7 Notwithstanding other provisions of this Article, pursuant to Education Code Section 45132, during the summer months when students are not attending school, certain classes of classified employees may work a 10-hour per day, 40- hour, four consecutive day workweek pursuant to the terms of an agreement between the District and the Association.

8.2 Rest Periods

All bargaining unit members shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Rest periods are part of the normal work day and shall be compensated at the regular rate of pay of the employee.

8.3 Lunch Periods

Employees who work more than four consecutive hours a day on a regular basis shall be entitled to a thirty (30) minute duty free lunch period.

8.4 Holidays

8.4.1 Employees shall be entitled to the following paid holidays provided they were in paid status during any portion of the working day immediately preceding or succeeding the holiday. Admissions Day will be observed the day before Thanksgiving if the 180 day instructional calendar can be maintained.

January 1
Martin Luther King, Jr.'s Birthday
Lincoln's Birthday
Washington's Birthday
First Friday of Spring Break*
Memorial Day
Independence Day*
Labor Day
Presidents' Day (or in lieu day or a compensated day
at the discretion of the District)
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day*
Christmas Eve Day*
Christmas Day
New Year's Eve Day*

*(Twelve-month employees only)

- 8.4.2 School recesses during Easter and Christmas shall not be considered holidays for classified employees required to work during these periods.
- 8.4.3 Regular employees normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for these two (2) holidays provided they were in paid status during any portion of the work day of their normal assignment immediately preceding or succeeding the holiday period.
- 8.4.4 When a holiday falls on a Sunday, the following work day, not a holiday, shall be deemed to be the holiday in lieu of the day observed. When such a holiday falls on a Saturday, the preceding work day, not a holiday, shall be deemed to be the holiday in lieu of the day observed. When required to work during a holiday, employees shall be paid or receive compensatory time off for such work, in addition to the regular pay, at the rate of one and one-half (1-1/2) times their regular rate of pay.

8.5 Vacation Pay

- 8.5.1 Employees working six (6) hours or less per day and who have been working for the District six (6) years or less will earn vacation pay according to the formula that follows: $.03946 \times \text{days on contract} \times \text{number of hours worked per day}$.
- 8.5.2 Employees working five (5) days per week, 7-8 hours per day, and who have worked for the District six (6) years or less shall be entitled to five-sixth (5/6) of a day of earned vacation pay for each month in which the employee is in paid status for more than half the working days in the month.
- 8.5.3 Employees who have worked for the District for more than six (6) years shall be entitled to 1.25 days of paid vacation for each month in which the employee is in paid status for more than one-half (1/2) of the working days in the month. (See Appendix C for examples.)
- 8.5.4 Employees who have worked for the District ten (10) years or more shall earn one (1) additional day.
- 8.5.5 Earned vacation shall not become a vested right until completion of six (6) months of employment.
- 8.5.6 The District shall deduct any vacation taken but not earned by the final pay warrant. Subject to their obligations to the District, employees shall be entitled to earn unused vacation pay upon termination.
- 8.5.7 A holiday falling within a prescribed vacation period shall be deemed a holiday and not chargeable as vacation.

**ARTICLE IX
DISCIPLINARY ACTION**

9.1 Disciplinary Action

Discipline shall be imposed on permanent employees only for cause. Disciplinary action includes, but is not limited to, dismissal, demotion, suspension, loss of pay, reduction in hours or class. Reassignment is defined as transfer (to another classification). At any time prior to the expiration of the probationary period, the Governing Board may dismiss a probationary classified employee without any showing of cause and without a hearing.

9.2 Demotion, Suspension or Dismissal of Permanent Classified Employees

A permanent classified employee may be demoted, suspended, dismissed or reassigned by the Superintendent or his designee, for cause as provided in **Section 9.3** of this Article; provided, however, that such action shall not be effective until written charges are filed and served upon the employee and the District has taken action as herein provided.

9.3 Grounds for Disciplinary Action of Permanent Classified Employees

One (1) or more of the following causes shall be grounds for suspension, demotion, dismissal or reassignment of any permanent classified employee.

9.3.1. Incompetence or inefficiency in the performance of the duties of his/her position.

9.3.2 Inability to perform assigned duties due to failure to meet or retain job qualifications (including, but not limited to, failure to possess required licenses, failure to pass required tests).

9.3.3 Insubordination (including, but not limited to, refusal to do assigned work).

9.3.4 Carelessness or negligence in the performance of duty or in the care or use of district property.

9.3.5 Discourteous, offensive, or abuse conduct or language toward other employees, pupils or the public.

9.3.6 Dishonesty.

- 9.3.7 Drinking alcoholic beverages on the job, or reporting for work while intoxicated, or with evidence of alcoholic intake that would be offensive to his/her presence at work.
- 9.3.8 Use of controlled substances while on the job or reporting to work while under the influence of a controlled substance.
- 9.3.9 Engaging in political activity during assigned hours of employment with the following exceptions:
 - a. Wearing political buttons
 - b. Circulating petitions during employee's breaks or lunch recess
- 9.3.10 Conviction of a felony or any crime involving moral turpitude.
- 9.3.11 Conviction of a sex offense as defined in California Education Code Section 44011.
- 9.3.12 Conviction of a narcotics offense as defined in California Education Code Section 44011.
- 9.3.13 Absence without leave or abandonment of position.
- 9.3.14 Repeated tardiness.
- 9.3.15 Abuse of leave privileges.
- 9.3.16 Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records or any other District records.
- 9.3.17 Persistent violation or refusal to obey safety rules, regulations made applicable to public schools by the Governing board or by an appropriate federal, state or local governmental agency.
- 9.3.18 Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- 9.3.19 Willful or persistent violation of the California Education Code, Board Policies or Administrative Regulations of the district after the employee has received a copy of such.
- 9.3.20 Any willful conduct tending to injure the public services.

This section should not be construed to prevent lay-offs for lack of work or lack of funds.

9.4 Procedure for Disciplinary Action

- 9.4.1 The employee shall be notified by written notice when disciplinary action is planned at the level of dismissal, demotion, reassignment, suspension without pay, or reduction in hours or class. Such notice shall describe the specific cause or causes for the planned disciplinary action and shall include dates, approximate times, and the general location where the chargeable cause or causes occurred. The proposed disciplinary action shall also be stated. The written notice shall be personally served on the employee or mailed to the employee via certified mail. In addition, the CSEA Chapter President shall be notified in writing of the pending disciplinary action.
- 9.4.2 The written notice shall include a statement of the employee's right to a preliminary (i.e. "Skelly") hearing prior to the charges being considered by the Board. Following the preliminary hearing, the district shall notify the employee of the results of that hearing in writing, and whether the recommended discipline is being sustained or modified in any way. This notice shall also include a statement of the employee's right to an evidentiary hearing before the Board, or, at the District's discretion, by a hearing officer. The employee shall have five working days from receipt of the notice to request an evidentiary hearing. Lastly the notice shall include a form, the signing and filing of which shall constitute a demand for a hearing. On the form, there will also be a "box" for denial of the charge(s).
- 9.4.3 If the employee does not respond in writing within the stated time limit for requesting a hearing, the stated intended action shall be imposed.
- 9.4.4 Upon receipt of a denial and/or request for a hearing, the CUSD Superintendent will arrange for a hearing before the CUSD Board of Education or, at the District's discretion, a hearing officer. The hearing date will allow the employee a minimum of five (5) days for preparation, but shall not be more than twenty-five (25) days from the date of the receipt of the request. The Board shall render judgment to affirm, dismiss the charge or charges, or modify the disciplinary action proposed.
- 9.4.5 The employee must appear in person and may be represented by an attorney or a union representative.
- 9.4.6 All hearings shall be conducted in Executive Session, unless the employee requests, in writing, that the matter be heard in open session.
- 9.4.7 The decision of the Board of Education shall be final as an administrative decision. A copy of the decision shall be sent to the employee and the CSEA Chapter President.

9.4.8 Any disciplinary action shall be subject to the grievance procedure on procedural grounds only.

9.4.9 Time limits stated may be extended upon mutual agreement of the Chatom School District and CSEA.

9.5 Limitations

No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of filing of the Notice of Intended Disciplinary Action unless it is a recurring incident and/or unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the Chatom Union School District.

9.6 Suspension Without Pay

If the employee's presence would, in the judgment of the responsible administrator, constitute a potential clear and present danger to employees, students, or the public being served, the employee may be suspended without pay immediately following a Skelly hearing. This provision shall be applied in conformance with state statutory and judicial limitations.

9.7 Administrative Leave

If in the judgment of the Superintendent an employee must be removed from the work site, the employee may be placed on leave with pay pending the investigation and initiation of disciplinary action procedures.

ARTICLE X LAYOFF

10.1 Probationary Period

Probationary Period. An employee shall be considered a probationary employee during the first six (6) months or 130 days of paid service, whichever is longer, and shall be subject to termination without cause.

See 6.6 for definition of probationary period.

10.2 Permanent Employee

An employee shall be considered permanent after completion of the probationary period and shall be subject to termination for cause only.

10.3 Layoff Notice

An employee may be subject to layoff for lack of work or lack of funds. An employee subject to layoff shall be given thirty (30) working days' notice of an impending layoff. The CSEA Chapter President shall be notified of an impending layoff prior to notification being sent to the affected employees.

10.4 Seniority

Any layoff shall be administered within a classification. The order of layoff shall be based on seniority within that classification and higher classifications in which the employee has served. The employee(s) with the least seniority shall be laid off first. Seniority shall be based on the date of hire in a classification plus higher classifications.

10.5 Bumping Rights

An employee laid off from his/her present classification may bump into the next lower classification in which the employee has greater seniority. The employee may continue to bump into such lower classifications to avoid layoff; provided the employee has worked previously in the lower classification.

10.6 Layoff In Lieu Of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

10.7 Equal Seniority

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made by lot.

10.8 Reemployment Rights

Laid off persons are eligible for preferred reemployment in the classification from which laid off for a thirty-nine (39) month period and shall be offered reemployment in reverse order of layoff. Employees shall be notified of opportunity for reemployment. The employee shall notify the district of his/her intent to accept or refuse the reemployment offer within five (5) working days following receipt of the notice.

10.9 Seniority Roster

In the event a layoff is necessary, the Chatom Union School District shall prepare an

updated seniority roster. Such rosters shall be available to CSEA. There will be a common seniority list for instructional aides now working for the Chatom Union School District. However, for instructional aides hired after September 1, 1990 there will be two separate classifications: regular instructional aide and bilingual instructional aide. To clarify: A bilingual instructional aide hired after September 1, 1990 will not have bumping rights over a monolingual aide hired prior to September 1, 1990.

ARTICLE XI VACANCIES

11.1 Vacancies/ Transfers/ Assignment/ Reassignment

The District shall have the sole authority for transfers, assignments, and reassignments, except that the following provisions shall be followed:

11.2 Transfers. A transfer is defined as the movement of an employee from one site to another site within the same classification. (Example: A para-educator at Chatom Elementary School is transferred to a para-educator position at Mountain View Middle School.) A transfer is also defined as a reassignment to a different position in the same classification at the same site, but with substantially different work hours. (Example: A custodian at Mountain View Middle School is transferred from a custodial position with a.m. hours to another custodial position at Mountain View Middle School with p.m. hours.)

11.3 Assignment. An assignment is defined as the specific placement of an employee. (For Example: A para-educator is assigned to teacher B at Chatom Elementary School with a.m. hours.)

11.4 Reassignment. A reassignment is defined as the change of an employee's assignment from one position to another position either in the same classification or other classification in which the employee is qualified to perform within the district with no change in total work hours and no substantial change in the time of day in which the hours are worked. If reassignment is to a lower classification, there will be no deduction in regular pay for reassignment. (For example: A 5.75 hour para-educator at Chatom Elementary School is reassigned to a para/yard duty position.)

Reasons for Transfers/Reassignments. The District may reassign employees for any of the following reasons:

- (a) Balancing the staff of a school or department.
- (b) Changes in enrollment.
- (c) Placement of personnel returning from leave.
- (d) Opening and closing of schools.
- (e) Improvement of the instructional program.
- (f) Layoff, lack of work and disciplinary action.
- (g) To improve the efficiency of District operations.
- (h) Whenever necessary to ensure the physical or emotional protection of a student or whenever necessary to protect an employee from imminent physical harm.

11.5 Substitutes. When a sub is needed, the district will make every effort to utilize current employees in the same classification, regardless of seniority level, to fill the need if it doesn't conflict with the schedule of their regular position. Subs, whether internal or external, will be chosen by the following criteria in order:

- a) Student needs
- b) Supervisor preference
- c) Teacher input may be considered when the sub is to be in a classroom
- d) Sub availability

ARTICLE XII JOB STEWARDS

12.1 The District recognizes the need and affirms the right of CSEA to designate a Job Steward from the employees in the unit. It is agreed that the CSEA in appointing such representative does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.

ARTICLE XIII MISCELLANEOUS

13.1 All matters not specifically enumerated as within the scope of representation under Chapter 10, Section 3543.2, of the Government Code are reserved to the District, except as clearly and explicitly limited by this Agreement.

13.2 Field Trips

13.2.1 For field trips where District funds are not being used to pay for the bus and driver, the choice of mode of transportation will be left to the club, organization or individual(s) providing the funds.

13.2.2 When a conflict in scheduling occurs relating to field trips, an alternative to the use of District buses and/or drivers may be used.

13.2.3 The District agrees to notify CSEA in advance by communicating with the Route Coordinator each time an alternate mode of transportation to District buses and/or bus drivers will be used for a school-sponsored or school-related trip.

13.3 Drivers Hours

13.3.1 Drivers who work five (5) or more consecutive hours will be entitled to an unpaid lunch period of thirty (30) minutes.

ARTICLE XIV CONCLUSIVENESS

14.1 Unless otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and relinquishes its right to meet and negotiate on all matters within the scope of representation for the term of this Agreement, unless both parties mutually agree to open an item. The District reserves the right to make and enforce rules and regulations not inconsistent with this Agreement.

ARTICLE XV SAVINGS

15.1 In the event that any provision of the Agreement shall at any time be declared invalid by court of final jurisdiction, such decision shall not invalidate any other provision of this Agreement and all remaining provisions shall remain in full force and effect.

ARTICLE XVI NO STRIKE

16.1 Apart from and in addition to existing legal restrictions upon work stoppages, CSEA hereby agrees that neither it nor its officers, officials, agent, or representatives shall initiate or participate in any strike, walkout, slowdown, or other work stoppage which occurs against the District during the life of this Agreement. In the event of any strike, walkout, slowdown, or work stoppage by members of the bargaining unit during the life of this Agreement, CSEA and its officers, agents, representatives, and responsible officials will do everything reasonably within their power to end or to avert the same.

ARTICLE XVII DURATION OF CONTRACT

17.1 This contract shall be in effect until June 30, 2020.

ARTICLE XVIII REOPENERS

18.1 Each party may reopen negotiations on salary, health benefits and two (2) language Articles for the 2020-2021 school year.

Appendix A
Chatom Union School District
Classified Salary Schedule
2019-20 (+2%)

Approved 02/26/2020

02-00	Classified	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
0012	Yard/Cafeteria Supervisor*	14.00	14.00	14.00	14.04	14.60	15.18
0001	Food Service Worker I	14.00	14.64	15.36	15.99	16.65	17.32
0002	Food Service Worker II	14.16	14.78	15.45	16.16	16.82	17.52
0003	Para-Educator P.E. Para-Educator Bilingual Para-Educator Site Supervisor SDC Para-Educator Preschool Para-Educator	14.76	15.49	16.03	17.13	18.17	18.79
0004	Food Service Worker III Cafeteria Site Coordinator	14.96	15.72	16.45	17.16	17.95	18.72
0006	Library/Media Ctr Para-Ed Computer Lab Technician	15.49	16.27	17.14	17.95	19.06	19.79
0016	Sch. Secr./Parent Liaison	15.95	16.74	17.55	18.40	19.44	20.42
0007	Elem./Mid. Sch. Secretary Preschool Secretary	16.50	17.34	18.20	19.14	20.17	21.46
0008	Custodian	16.80	17.53	18.30	19.15	19.94	20.74
0010	Bus Driver Relief Bus Driver	19.01	19.82	20.70	21.55	22.47	23.43
0013	Maintenance /Cust/Lands	19.20	20.10	20.94	21.77	22.64	23.55
0019	Translator/Parent Conf.	20.08	0.00	0.00	0.00	0.00	0.00
0017	Technology Support	21.74	22.77	23.88	25.02	26.21	27.49
0021	School Secretary-Data Serv.	23.46	24.62	25.87	27.15	28.52	29.95
0011	LVN/Paraeducator	24.51	25.42	26.38	27.25	28.17	29.11

*Effective 1/1/2021 (reflects new min wage)

*Effective 1/1/2018 (reflects movement to Classified service)

05-00	Pre-School Teacher	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
0001	CCP	19.70	21.24	22.79	23.90	25.89	27.43
0002	CCP + AA	21.52	23.06	24.60	26.82	27.69	28.80
0003	AA + 12	23.35	24.90	26.44	28.00	29.54	31.08
0004	AA + 24	25.17	26.72	28.26	29.80	31.37	32.91
0005	AA + 36	27.00	28.54	30.12	31.66	33.20	34.74
0006	BA	28.83	30.37	31.93	33.46	35.01	36.57
0007	BA + 12	30.65	32.19	33.73	35.29	36.83	38.39
0008	BA + 24	32.47	34.03	35.57	37.12	38.66	40.22
0009	BA + 36 (Mgmt 6.49%)	33.96	35.50	37.06	38.61	40.15	41.69
	Paid Days	190 (175 Student Days + 5 teacher work days + 10 holidays)					
	# of hours per day	6.5					

Longevity: Employees become eligible for longevity when they begin their 11th year. They will receive \$15.00 for each month worked during the year which will be paid in one lump sum at the end of the 11th year. Employees completing their 15th year will receive \$25.00 for each month worked during the year which will be paid in one lump sum at the end of the 16th year.

TB Clearance: All employees of the Chatom Union School District are required to have a TB clearance on record in the District Office. TB skin tests are required every four years and a TB x-ray is required every two years. Employees will be notified of the due date of their TB tests. Failure to secure this certificate following repeated requests constitutes cause for suspension without pay or dismissal pursuant to the agreement between Chatom Union School District and CSEA Chapter #585.

APPENDIX B HEALTH BENEFITS

1. The District agrees to contribute towards benefit premiums for health, dental and vision benefits. The District will establish a maximum of \$750.56/month, effective 1/11/11. Therefore, all references in the contract that refer to health benefits shall refer to this maximum amount. If the employee desires to add coverage for additional eligible dependents, the employee shall be charged the current premium rates, and have those sums deducted from the employees' regular paychecks.
2. For all employees hired prior to July 1, 1989, health, dental and vision insurance shall be paid by the District, provided the employee works six hours per day or more. For employees working at least four hours but less than six hours, benefits shall be prorated.
3. For all employees hired after July 1, 1989, except bus drivers, health, dental and vision insurance shall be paid by the District, provided the employee works seven hours per day or more. For employees working at least 6.5 hours per day, benefits shall be prorated.
4. For bus drivers, health, dental and vision insurance shall be paid by the District, provided the employee works seven hours per day or more. For bus drivers working at least four hours per day, benefits shall be prorated.
5. If an employee is entitled to receive District paid health benefits, the District shall provide cash in lieu of benefits, provided the employee annually provides evidence of other health insurance coverage.

APPENDIX C

VACATION PAY

Explanation and examples of vacation pay:

1. **Six (6) or less years** and less than seven (7) hours
.03846 x days worked times hours worked per day
Example: 3.0 hours x 176 days x .03846 = 20.3 = 6.76 days
2. Seven to eight (7-8) hours per day.
Less than six (6) years with District
 $5/6 \times$ number of months worked
Example: $5/6 \times 9 = 7.5$ days
 $5/6 \times 12 = 10.0$ days
3. More than six (6) years with District
All employees
1.25 days per month of service in which employee is in paid status for more than one-half (1/2) working days in the month, to maximum of fifteen (15) days.
Example: 9 months x 1.25 = 11.25 days
12 months x 1.25 = 15.0 days

APPENDIX E
CHATOM UNION SCHOOL DISTRICT

VOLUNTARY DONATION OF
SICK LEAVE CREDIT

School Year: _____

Employee: _____ Site/Department: _____

#of Sick Leave Hours on Record: _____

Up to the # of Sick Leave Hours
to Transfer: _____

#of Sick Leave Hours Remaining: _____

Employee to Receive Sick Leave Credit: _____

Signature: _____

Date: _____

APPENDIX F
CHATOM UNION SCHOOL DISTRICT
GIFT OF SICK LEAVE

To: _____

Date: _____

This is to let you know that a gift of _____ sick leave hour(s) has been
of hours

transferred recently to your sick leave account.

Signature
District Designee

APPENDIX G
EARLY RETIREMENT INCENTIVE PROGRAM

- I. The district shall provide an early retirement benefit program to eligible employees only when all of the conditions listed below are met:

General Conditions

1. The retiring employee must have served in the Chatom Union School District as a permanent classified employee.
 2. The employee must have reached the age of sixty (60) on or before their retirement date and is eligible for retirement under the Public Employees' Retirement System.
 3. The employee must have at least twenty (20) years of service with the district, with five (5) or more years immediately prior to retirement. A district authorized leave of absence shall not be considered a break in service.
 4. The employee must retire under the provisions of the Public Employees' Retirement System.
 5. Notification of early retirement and letter of resignation to be provided by the employee to the District not later than May 1.
- II. The district will contribute up to the amount of the premium for employee only coverage at the date of retirement for any or all of the following insurance programs in which the employee was enrolled at the date of retirement including major medical, dental and vision. The employee has the right to change health plans at any time, but the district will only contribute up to the amount equal to the cost of the employee only coverage for the health plan the employee was enrolled in at the time of retirement. This incentive will be paid up to the age 65.
- Any insurance premium costs which exceed the district's contribution shall be borne by the employee. Any payment due to the district shall be paid by the 10th of the month for which the payment is being made. Failure to do so will end the district's responsibility to pay all benefits described above and the retiree will be dropped from all district benefit plans.
- III, This incentive program will sunset in June, 2004

APPENDIX H
 CHATOM UNION SCHOOL DISTRICT
 CLASSIFIED PERSONNEL PERFORMANCE
 EVALUATION REPORT

EMPLOYEE NAME _____ Date _____

School Site _____ Chatom
 _____ Mt. View
 _____ District
 Classification Title _____
 Employee Status _____ Permanent _____ Probationary

	Exceeds Standards	Meets Standards	Needs Improvement*	Below Standards*	COMMENDATION/COMMENTS
1. Observance of work hours					
2. Attendance					
3. Grooming and dress					
4. Compliance with rules					
5. Safety practices					
6. Public communication					
7. Student communication					
8. Staff contacts					
9. Knowledge of work/job skills					
10. Work judgment					
11. Planning & organizing					
12. Quality of work					
13. Volume of acceptable work					
14. Accepting responsibility					
15. Accepting direction					
16. Accepting change					
17. Appearance of work station					
18. Operation/care of equipment					
19. Work coordination					
20. Initiative					
21. Additional factors					
22.					
23.					

*Comments required if items checked.

Summary Evaluation: (Check overall performance.):
 _____ Exceeds Standards _____ Meets Standards _____ Needs Improvements _____ Below Standards

I certify this report represents my best judgment.

Supervisor's Signature: _____

Title: _____

Date: _____

Superintendent's Signature: _____

Employee: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement with the above.

COMMENTS: _____

EMPLOYEE'S SIGNATURE: _____ Date: _____

Revised CSEA Contract

Agreement ratified this 26th day of February, 2020

Cherise Olvera, Superintendent _____

Date: _____

Bernadette Cruz, CSEA President _____

Date: _____

Steve Soderstrom, CUSD Board President _____

Date: _____