

FORT SAGE UNIFIED SCHOOL DISTRICT  
AGREEMENT

WITH

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS FORT SAGE CHAPTER 643

FOR

JULY 1, 2016 THROUGH JUNE 30, 2019

## TABLE OF CONTENTS

ARTICLE 1:	
RECOGNITION .....	3
ARTICLE 2:	
NO STRIKE CLAUSE .....	4
ARTICLE 3:	
MANAGEMENT RIGHTS .....	5
ARTICLE 4:	
UNION RIGHTS .....	6
ARTICLE 5:	
ORGANIZATIONAL SECURITY .....	8
ARTICLE 6:	
PERSONNEL POLICIES .....	12
ARTICLE 7:	
WORK SCHEDULES AND OVERTIME .....	20
ARTICLE 8:	
LEAVES OF ABSENCE .....	22
ARTICLE 9:	
COMPENSATION .....	35
ARTICLE 10:	
GRIEVANCE PROCEDURE .....	38
ARTICLE 11:	
PROGRESSIVE DISCIPLINE .....	42
ARTICLE 12:	
LAYOFF AND RE-EMPLOYMENT .....	52
ARTICLE 13:	
SAVINGS PROVISION .....	56
ARTICLE 14:	
EFFECT OF AGREEMENT .....	56
ARTICLE 15:	
NEGOTIATIONS .....	56
ARTICLE 16:	
TERM OF AGREEMENT .....	57
APPENDIX A	
CLASSIFIED PERSONNEL .....	58
APPENDIX B	
SALARY SCHEDULE .....	59
APPENDIX C	
LEAVE REQUEST/ ABSENCE REPORT .....	60

## **ARTICLE 1: RECONGNITION**

- 1.1 The District confirms its recognition of California School Employees Association and its Fort Sage Chapter 643 as the exclusive representative for employees in the bargaining unit with respect to matters pertaining to employment relations. This unit includes employees in position classifications as listed in Appendix A. The bargaining unit may be expanded by mutual agreement to other classes. The District shall have initial authority to determine whether a new position or classification is in the bargaining unit. Any dispute by the Union shall be submitted by the Union for decision to be rendered by the Public Employment Relations Board.
- 1.2 The “Union” shall mean the exclusive representative described above. The “District” shall mean the Fort Sage Unified School District.
- 1.3 The scope of representation shall be limited to matters defined by law as within the scope of representation. Nothing herein shall be construed to limit the right of the District, in its discretion, to consult with the Union on any matter outside the scope of representation.

## **ARTICLE 2: NO STRIKE CLAUSE**

- 2.1 Employees represented by the Union agree not to sanction or participate in any strike, work stoppage, slow-down, sick out, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or interference with the operations of the District, including compliance with requests by other labor organizations to do so, during the term of this Agreement and exhaustion of negotiations and impasse procedures for a successor agreement. Similarly, the District agrees that it will not conduct a lockout during the term of this Agreement.

### **ARTICLE 3: MANAGEMENT RIGHTS**

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the operations of the District to the full extent of the law. Included in (but not limited to) those duties and powers are, consistent with applicable law, the exclusive right to: determine its organization; direct the work of its employees; determine the initial times and hours of the operation; determine the kinds and levels of services to be provided, and the methods and means of providing them, including the use of independent contractors authorized by law; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine the methods of raising revenues; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees consistent with the terms of this Agreement and with applicable law.
- 3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms are in conformance with law. The Union and the District recognize that under governing law, only certain specific subjects may be the subject of bargaining and controlled by a collective bargaining agreement.
- 3.3 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The term “cases of emergency” as used above specifically refers to any Act of God, natural disaster, or other calamity affecting the District. The determination of whether or not an emergency exists is solely within the discretion of the Board of Trustees. However, before the Board determines that an emergency exists, the Board must state a factual basis which justifies its determination.

## **ARTICLE 4: UNION RIGHTS**

### **4.1 Union Meetings:**

All Union meeting will be conducted by unit members or Union officials outside established work hours as defined herein, and will be conducted in places other than District property except when: (a) an authorized Union representative obtains advance permission from the administrative representative regarding the specific time, place, and type of activity to be conducted; and (b) the administrative representative can verify that such requested activities and use of facilities will not interfere with other employees, with school programs and/or with the duties of unit members as defined in Board policy. Facilities for employee rest space (lunch/break areas) will not be given over or taken over for the purpose of advocacy for or against Union activities. Individual contacts or casual discussion will be permissible in such areas; and (c) the Union pays in advance a reasonable fee for expenses related to utilities, security, clean-up and any unusual wear or damage. If the meeting pertains to rights under the Rodda Act there will be no charge; however, if the meeting is for any other reason, there will be charge.

### **4.2 Postings and Mailings:**

The Union may use the school mailboxes, including E-mail and bulletin board spaces designated by the administrative representative subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of postings or distribution and identification of the organization together with a designated authorization by the Chapter President; and (b) a copy of such postings or distributions must be delivered to the administrative representative on the same date as posting or distributions. The Union will not post or distribute information which is untrue or misleading.

### **4.3 Salary:**

The District shall consult with the Union regarding any salary range for a new job classification within the bargaining unit and, subject to completion of any bargaining obligation, reallocation of an existing classification within the bargaining unit prior to making a change.

#### 4.4 Union Steward:

The Union may maintain positions of shop stewards to assist employees in the processing of grievances. The steward may be present at hearings at all levels of the grievance procedure if requested by the employee. At least one employee will be designated by the Union as site representative at each school site, and the Union will annually notify the Superintendent/Principal in writing of the designated site representatives.

## **ARTICLE 5: ORGANIZATIONAL SECURITY**

### **5.1 Purpose:**

It is the intent of the parties to implement the service fee provisions of Government Code Section 3546.

### **5.2 Dues and Service Fee Deductions:**

#### **5.2.1 Exclusive Rights to Membership Dues and Service Fees:**

The Union shall have the sole and exclusive right to have membership dues and service fees deducted from the wages paid by the District to employees in the bargaining unit.

#### **5.2.2 Dues Deduction:**

The District shall deduct, in accordance with the CSEA Dues and Service Fee Schedule, dues from the wages of all the Unit Members who are members of the Union on the date of the execution of this Agreement, and who have submitted dues authorization forms to the District, or who, after the date of execution of this Agreement, become members of the Union and submit to the District a dues authorization form.

#### **5.2.3 Maintenance of Membership:**

Unit Members who are members of the Union on the effective date of this Agreement, or who become members of the Union during the term of this Agreement, shall maintain their membership in the Union during the term of this Agreement; or, in the alternative, the District shall deduct from the salaries of such Unit Members a service fee as set forth in subparagraph 5.2.2 above.

#### **5.2.4 Maintenance of Membership:**

Pursuant to Government Code section 3546 (a), upon written request from the Union, employees who hereafter come into the bargaining unit who are not members of the Union as of July 2, 2001, and employees who hereafter come into the bargaining

unit, shall either apply for membership and execute an authorization for dues deduction on a form provided by CSEA, or in the alternative, the District shall deduct from the salaries of such Unit Members a service fee equal to the CSEA Dues and Service Fee Schedule (consistent with Education Code 45168 and 45601) payable to CSEA for the representational duties required under the Educational Employment Relations Act.

#### 5.2.5 Religious Objections:

Any unit Member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join and maintain membership in, or pay service fees to CSEA as a condition of employment. However, such Unit Member shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following nonreligious, nonlabor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- (1) House Ronald McDonald
- (2) Lassen County United Way
- (3) Shasta, Trinity, Lassen Red Cross
- (4) Fort Sage Scholarship Fund

#### 5.2.6 Effective Date for Payment of Dues and Fees:

No Unit Member shall be obligated to pay dues or service fees to CSEA until the first of the month following thirty (30) calendar days after the employee first comes into the bargaining unit.

#### 5.3 Payments to CSEA:

The District shall pay to CSEA, within a reasonable time of the deduction, all sums deducted. Along with each monthly payment to CSEA, the District shall furnish CSEA with a list of all unit members indicating the amount deducted.

#### 5.4 Notice to Employees:

CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee, which is chargeable to activities, related to collective bargaining. CSEA will provide all service fee payers with a reasonable prompt opportunity to challenge this calculation before an impartial decision maker and will deposit into an interest-bearing escrow account all amounts reasonably in dispute while such challenges are pending. Such actions shall be in accordance with all Public Employees Relations Board regulations and all other legal requirements.

#### 5.5 Indemnification and Hold Harmless:

5.5.1 CSEA agrees to reimburse the District, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of the Agreement or implementation thereof.

5.5.2 CSEA agrees to reimburse the District, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this Agreement or the implementation thereof, provided the District has complied with the terms of the Article and has promptly notified CSEA of its awareness of such an action.

5.5.3 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

#### 5.6 Direct Payment:

Nothing contained herein shall prohibit a Unit Member from paying service fees directly to CSEA chapter treasurer if any member of the bargaining unit revokes dues, service fee or payment in lieu of service fee deduction authorization.

5.7 Grieveability:

This article shall not be subject to this Agreement's grievance procedure.

## **ARTICLE 6: PERSONNEL POLICIES**

### **6.1 Definitions:**

6.1.1 Permanent Employee – An employee who has satisfactorily completed a required probationary period.

6.1.2 Newly Employed Probationary Employee – a newly employed individual or an employee lacking permanent status who has been appointed to a regular position by the Board of Trustees and is in the process of completing the initial probationary period of one (1) year in that position.

6.1.3 Regular Employee – an employee who has probationary or permanent status.

6.1.4 Promotional Probationary Employee – a currently employed individual who holds permanent status and who has been promoted to a higher position shall serve a probationary period of six (6) months.

### **6.2 Performance Evaluation:**

6.2.1 Permanent employees shall have a performance evaluation on an annual basis. The evaluation has, as a major goal, the improvement of services in support of the educational program.

6.2.2 The purpose of the performance evaluation is to reflect the employee's proficiency in the job and indicate the areas in which the individual is performing satisfactorily as well as the areas where improvement is needed. A performance evaluation may be made more frequently if deemed advisable by the Superintendent/Principal.

6.2.3 Probationary employees shall be evaluated at the end of the sixth and eleventh months of employment. The final rating will carry a recommendation regarding status for the employee.

6.2.4 A permanent employee who disagrees with his/her performance evaluation may file a detailed written response and have his/her response attached to the evaluation in the personnel file.

6.2.5 One (1) copy of the evaluation will be given to the employee; another will be placed in the employee's personnel file.

6.2.6 The procedure used for the evaluation of employees is subject to the grievance procedure. However, the standards employed and the judgments rendered are not subject to the grievance procedure.

### 6.3 Duties of Employees:

#### 6.3.1 Fixing of Duties:

The Governing Board shall fix the duties of all positions in the classified service.

#### 6.3.2 Working out of Class:

Classified employees shall not be required to perform duties, which are not fixed and prescribed for the position by the Governing Board, unless the duties relate to those fixed in the position, for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position for a period of more than five (5) working days provided his/her regular salary is adjusted upward by five percent (5%) for the entire period he/she is required to work out of classification.

### 6.4 Examination of Records:

6.4.1 An employee's personnel file shall be kept at the District's Personnel Office.

6.4.2 An employee may review any materials in his/her personnel file, except those items exempted by law, during the period of his/her employment and one (1) year thereafter. Such review shall be completed at a time mutually convenient to the employee and the District normally within two (2) working days after receipt of a request.

- 6.4.3 Such material is not to include ratings, reports, or records, which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 6.4.4 Information of a derogatory nature, except material mentioned in the second and third paragraphs of this section, shall not be entered into the personnel file until the employee is given an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be granted reasonable released time from duty for this purpose without salary reduction.
- 6.4.5 An employee may request and receive a copy of any material in his/her permanent personnel file, except those materials identified in 6.4.2 and 6.4.3 above.

6.5 Earning a Service Increment:

- 6.5.1 On the anniversary date, a regular employee will be advanced to the next higher step of the salary range assigned to his/her position classification, except those steps which require multiple years of service, i.e., “service increments,” until the top step of the range is reached.
- 6.5.2 Earning a service increment is dependent upon two (2) conditions:
  - 6.5.2.1 The employee’s report of performance evaluation must show a rating of “meets or exceeds standards.”
  - 6.5.2.2 If an employee’s evaluation rating is less than “meets or exceeds standards”, the employee may appeal to the Superintendent/Principal. If the Superintendent/Principal upholds the less than satisfactory rating, the Superintendent/Principal shall evaluate the employee with six (6) weeks thereafter. If the employee is then rated as “meets or exceeds standards”, he/she shall then

receive his/her service increment, without retroactive effect. If the six (6) weeks special evaluation rating remains less than “meets or exceeds standards”, the service increments for the remainder of that year shall be lost.

6.5.3 All anniversary dates shall be July 1.

## 6.6 Transfers:

### 6.6.1 Definitions:

6.6.1.1 A transfer is the assignment of an employee from one position to another position in the same classification, at a different work location, within the District.

6.6.1.2 For purposes of this section, there are four (4) work locations: (1) Sierra Primary, (2) Fort Sage Middle School, (3) Herlong High School, and (4) Mt. Lassen Charter School.

6.6.1.3 A vacancy is any bargaining unit position that the District intends to fill.

6.6.1.4 Reassignment means the relocation of an employee within the work location to another position.

6.6.1.5 Seniority shall be determined by date of hire in class plus higher classes (see Article 12 – Layoff and Reemployment for definition of seniority for these purposes).

6.6.2 The District reserves the right not to fill a position when it becomes vacant. Prior to announcing a vacancy, the District may relocate the position to another work location.

6.6.2.1 When the District decides to fill a vacancy, it will be announced to the classified staff by posting the announcement on the District office bulletin board and at each school site a minimum of five (5) working days prior to filling the position.

- 6.6.2.2 A permanent employee in the same job classification as the vacancy may request a lateral transfer to the open position, or a demotional transfer to an open position in a lower class. The employee(s) will be afforded an interview with the appropriate administrator and notified of the results of the interview. When more than two (2) employees from the bargaining unit request a lateral transfer, the interview may be limited to only the two (2) most qualified, based District's screening of applications. Any tie determined by the District to exist when all qualifications are considered shall be broken by seniority. Nothing contained herein shall require the District to fill a vacancy through transfer or promotion of an existing employee.
- 6.6.2.3 A permanent employee may submit a current application to the District Office for any promotional position in the same or different work location when the opening is announced. The employee must meet the minimum and special requirements in order to be considered. Employees must have served six (6) months or more in their current positions in order to be eligible for consideration. Employee(s) deemed qualified by the District will be afforded an interview. When more than two (2) employees in the bargaining unit request a promotion, the number interviewed may be limited to the two most qualified, based on the District's screening of applications. Any tie, as determined by the District, shall be broken by hire date. Nothing contained herein shall require the District to fill a vacancy through transfer or promotion of an existing employee.
- 6.6.2.4 The District reserves the right to open all vacancies to the public as well as to in-house candidates. If an in-house candidate is determined by the District to be equal to an outside candidate, the in-house candidate shall be chosen.

6.6.3 A permanent employee may indicate interest in a transfer by submitting a request in writing to the District Office indicating the specific position for which he/she would like to be considered. An updated list will be maintained by the District Office of all such employees. An employee must meet the minimum and special qualifications in order to be considered. When considered appropriate by the Superintendent/Principal, a position may be offered: (1) to regular employees in the same classification only; (2) to all regular employees of the District only; (3) to the public in general. The District reserves the right not to hire/promote/transfer any interviewee and to reopen the position if necessary. It is incumbent upon the employee to monitor job announcements.

6.6.4 Administratively Initiated transfer:

6.6.4.1 Administratively initiated lateral transfers, promotional transfers and demotional transfers may be made subject to any restrictions thereon contained in applicable provisions of the Education Code or other applicable law.

6.6.5 Employment Status:

6.6.5.1 When a permanent employee is promoted to a regular position of higher classification, the individual's status will be probationary for a period of six (6) months and the person's work performance will be evaluated periodically (except as provided in 6.6.5.2, below). In the event the employee is unsuccessful in the new position, the individual shall be entitled to reinstatement in his/her former position or a position in the former classification even if this results in a layoff.

6.6.5.2 A permanent employee, who has been promoted to a promotional position and has not yet attained permanency in the higher classification to which promotion was made, shall be considered permanent in the lower class until such time as the employee attains permanency in the higher class by virtue of completion

of six (6) months of probationary service in the higher job classification.

6.6.5.3 An administrative demotion will not require service of a probationary period.

6.7 Promotion:

6.7.1 The District recognizes the career advancement interests of its employees. All internal applicants for promotional positions will be accorded equal consideration as provided by District policies. Qualified internal applicants may have an employment interview at the location having an open position. All candidates will be selected on the basis of the specific needs of the site, individual qualifications, capabilities, and personal suitability of the candidate, and in the best interest and needs of the District.

6.7.2 The Superintendent/Principal reserves the right to recommend to the Board of Trustees for appointment that candidate he/she deems best qualified to fulfill the demands of the position.

6.8 For the purposes of this section, every bargaining unit member shall be deemed to be employed for twelve (12) months during each school year regardless of the number of months in which he/she is normally in paid status. If the District maintains school sessions at times other than during the regular August-June academic year, the District shall assign for service, during such times, regular classified employees of the District. When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignments shall be made on the basis of qualifications for employment in each classification of service which is required. No bargaining unit member whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year in June to the beginning of the next academic year in August, shall be required to perform services during such period. A bargaining unit member shall, for services performed as herein provided, receive, on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

6.9 New Employee Orientation:

The new employee orientation packet will include a CSEA application, a current copy of the collective bargaining agreement and an introduction to the Chapter President and up to 30 minutes to assist completing the CSEA new member application as well as to answer any questions. Within ten (10) working days of employment of a new employee, the Business Manager will notify the Chapter President of the following relevant facts;

Name of employee

Position classification

Salary schedule range and step placement

Work site and department

Date of hire

## **ARTICLE 7: WORK SCHEDULES AND OVERTIME**

### **7.1 Work Schedules:**

The District retains the right to establish or change work schedules or hours of work. Unless mutually agreed otherwise, employees will be given at least ten (10) working days advance notice whenever possible.

### **7.2 Overtime:**

#### **7.2.1 Designation of Overtime:**

7.2.1.1 For a full-time regular employee with a five (5) day work week, work performed in excess of eight (8) hours in one (1) day or forty (40) hours in a week shall be classified as overtime when assigned and performed, or performed with the knowledge and consent of the site administrator.

7.2.1.2 For a part-time regular employee having an average work day of four (4) hours or more, any work required to be performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day shall be compensated at the overtime rate. For a part-time regular employee having an average work day of less than four (4) hours, any work required to be performed on the seventh (7<sup>th</sup>) day of the work week shall be compensated at the overtime rate.

### **7.3 Compensation for Overtime:**

7.3.1 Employees working authorized overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's straight-time rate. Straight-time rate means the hourly rate for the employee's placement on the salary schedule. For the purpose of computing the number of hours worked overtime, time during which an employee is excused from work because of holidays, sick leave, vacation or other paid leave of absence shall be considered as time worked by the employee. By mutual agreement between employee and supervisor/

administrator and subject to any legal restrictions, the employee may have compensatory time off at a time and one-half in lieu of cash compensation. Such compensatory time off shall be taken within three (3) calendar months following the month in which the overtime was worked and without impairing the service rendered by the District. If such compensatory time off is not taken within three (3) months, the employee shall be paid in cash.

7.4 Assignment of Overtime:

In the event that sufficient employees do not accept overtime on a voluntary basis or in the event of an emergency, the supervisor shall require personnel work overtime as needed.

## **ARTICLE 8: LEAVES OF ABSENCE**

### **8.1 Sick Leave – Personal Illness:**

#### **8.1.1 Accrual:**

Every classified employee employed five (5) days a week by the District shall be entitled to twelve (12) days leave of absence for illness or injury exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.

A classified employee, employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). 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.

Pay for any day of such absence shall be the same as the pay, which would have been received, had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the school 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 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.

If such 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.

#### **8.1.2 Usage:**

Earned or advanced sick leave will be allowed when an employee is disabled because of illness, pregnancy, or injury.

Unused sick leave may be accrued indefinitely but is eliminated without compensation upon termination of employment.

8.1.3 Advance Notice:

Except as provided elsewhere in this article, employees shall ensure that the District Office is advised daily of an absence due to illness at least one (1) hour PRIOR to the start of their respective shift. The District will provide the appropriate phone number to the employee.

8.1.4 Optional Methods of Notifying Supervisors:

8.1.4.1 If the employee knows in advance that the absence may reasonably be expected to last ten (10) or more days (pregnancy, scheduled surgery, etc.), then the employee may submit a written physician's statement to the District office prior to beginning the sick leave in lieu of daily notification. The physician's statement shall include the beginning date and anticipated ending date of said illness/injury.

8.1.4.2 If the illness/injury is such that prior doctor's notification is impossible, then it shall be the responsibility of the employee to ensure that the District Office is advised daily until such time as the doctor's certificate is delivered to the District Office.

8.1.5 Physician's Statement:

8.1.5.1 In any event, an employee must automatically provide a physician's statement to justify a sick leave of ten (10) days or longer.

8.1.5.2 At the option of the District, at any time it suspects abuse of sick leave, a physician's statement verifying examination and illness may be required for any illness or other use of sick leave.

#### 8.1.6 Sick Leave Charge:

Pay for any day of absence chargeable to sick leave shall be the straight-time pay rate, which the employee would have received, had the employee served during the day.

#### 8.1.7 Sick Leave Advance:

8.1.7.1 An employee with more than six (6) months' service who has used all accrued sick leave will be advanced as much sick leave as the person could earn during the remainder of the fiscal year. An employee with six (6) or less months of service will be advanced the remainder of six (6) days of earnable sick leave.

8.1.7.2 An employee who, at time of termination, has taken more sick leave than he/she has accrued shall reimburse the District for the value of the difference. Such reimbursement may be accomplished by the District deducting the amount from the final check.

#### 8.2 Use of Accrued Sick Leave for Pregnancy Reasons:

A Classified employee may use accrued sick leave for illness or injury resulting from pregnancy, miscarriage, childbirth, or recovery there from. An employee shall submit to the District Office a doctor's statement verifying the illness or injury and the period of time, with beginning and ending dates, that the employee was temporarily disabled, ill, or injured because of pregnancy, miscarriage, childbirth, or recovery there from.

#### 8.3 Use of Accrued Sick Leave for Personal Necessity Reasons:

8.3.1 Seven days of accrued sick leave may be used by an employee during a fiscal year for the following personal necessity reasons:

8.3.1.1 Death of immediate family members when leave beyond that allowed by bereavement leave is required;

- 8.3.1.2 Accident involving the person or property, or the person or property of an immediate family member;
  - 8.3.1.3 Appearance in court when employee is required to appear as litigant or witness;
  - 8.3.1.4 Religious observances of an employee's faith;
  - 8.3.1.5 Serious illness of a member of immediate family;
  - 8.3.1.6 Imminent danger to the home of employee (such as danger occasioned by flood, fire, or earthquake or of such serious nature that the employee could not reasonably be expected to disregard it);
  - 8.3.1.7 Inability to get to one's assigned place of duty because of transportation failure (mechanical or prohibitive weather);
  - 8.3.1.8 Birth of a grandchild, wedding of the employee or a member of the immediate family, or high school or college graduation of a member of the immediate family.
  - 8.3.1.9 Medical and dental appointments of the employee's dependents that cannot reasonably be scheduled at times other than working hours may be charged to the above personal necessity leave. Advance permission for absence shall not required under 8.3.1.2 or 8.3.1.5 above. As much advanced notice as is possible under 8.3.1.2 or 8.3.1.5 shall be required.
- 8.3.2 Immediate family includes: mother, step-mother, mother-in-law, father, step-father, father-in-law, grandparent, grandchild, husband, wife, Registered Domestic Partner, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, brother-in law, sister, sister-in-law, aunt or uncle of the employee, or any relative living in the immediate household of the employee.

8.4 Entitlement to Other Sick Leave (Five (5) Month Law):

8.4.1 When a member of the bargaining unit is absent from his/her duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill his/her position during the absence. The five (5) month period of differential pay provided by this section shall commence running on the eleventh (11<sup>th</sup>) day of absence during the year due to illness or accident.

8.4.2 Entitlement to sick leave provisions under the paragraph shall be used after entitlement to all regular sick leave, accumulated compensating time, vacation or other available paid leave has been exhausted.

8.5 Use of Vacation for Illness Absence:

8.5.1 Whenever the employee uses all allowable sick leave, further absence will be charged against accrued vacation.

8.6 Industrial Accident and Illness:

8.6.1 The District is insured for the benefit of the regular classified employee who sustains a personal injury in the performance of the job. Industrial accident or illness is defined as an illness or injury supported by a physicians' certificate and qualifying as being work-connected under the Labor Code. The leave shall not be available to new employees hired on July 1, 1997 or thereafter until the employee completes two hundred thirty-eight (238) workdays of actual service in the District. Actual service does not include paid or unpaid leaves, holidays, or vacations.

8.6.2 Allowable Days of Compensated Absence:

8.6.2.1 All regular employees shall be granted industrial accident and illness absences with full pay for each qualifying accident or illness. Allowable leave shall not exceed sixty (60) working days for the same accident. Allowable leave shall not be cumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

8.6.2.2 Industrial accident or illness shall commence on the first (1<sup>st</sup>) day of absence from work and shall be reduced by one (1) day for each day of authorized absence regardless of any temporary disability award.

8.6.3 Restriction of Travel:

Any employee receiving benefits as a result of industrial accident and illness, shall during periods of injury or illness, remain within the state of California unless the Superintendent/Principal, as representative of the governing board, authorizes travel outside the state. Traveling to the state of Nevada for doctor's appointments does not require District authorization.

8.6.4 Reporting Industrial Accident or Illness:

8.6.4.1 Employees are expected to exercise due care in performing their duties and to report all hazardous conditions to their immediate supervisor.

8.6.4.2 Should an employee sustain a personal injury on the job, the employee shall notify his/her supervisor immediately or as soon as physically capable and request that an industrial accident form be

completed. It is the supervisor's responsibility to see that an accident form is filled out and forwarded to the Superintendent/Principal on the same day that the accident occurs.

8.6.4.3 Benefits cannot be paid to an injured employee under any circumstances unless the report of the accident has been filed by the employee or, if unable, by his/her representative with the District Office, and the employee has been examined by a physician within a reasonable period following the accident.

8.6.4.4 The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which any disability is attributable to the "jury involved".

8.6.5 Use of Earned Illness Leave:

8.6.5.1 When entitlement to industrial accident/illness has been exhausted, entitlement to earned sick leave will then be used.

8.6.5.2 If an employee is receiving a compensation award, the person shall be entitled to use only as much sick leave or vacation as, when added to the compensation award, will provide for a full day's pay.

8.6.6 Indemnity Checks:

During any paid industrial accident and illness absence, the employee shall endorse to the District the temporary disability indemnity checks received because of industrial accident or illness. The District, in turn, shall issue the employee appropriate warrants for the payment of not more than full salary and shall deduct normal retirement and other authorized contributions.

8.6.7 Employee Status During Industrial Injury Absence/Leave:

Periods of paid industrial injury absence/leave shall not be considered a break in service.

8.6.8 Physician's Determination Regarding Employee's Health:

The extent and duration of an employee's eligibility to receive compensation during industrial injury leave are subject to medical review and determination per the terms and conditions of the insurance contract.

8.6.9 Re-employment List:

If, at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months. At any time during the thirty-nine (39) months the employee is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her re-employment will take preference over all other applicants except those laid off for lack of work or funds, in which case he/she shall be ranked according to his/her proper seniority.

8.7 Short-Term Military Leave:

8.7.1 Regular employees whose district service and recent military service total one (1) full year may be granted a short-term leave for the period of ordered duty providing it does not exceed one hundred eighty (180) calendar days (including time involved in going to and returning from such duty) in one fiscal year.

8.7.2 Employees, when temporarily called to active duty or for the purpose of attending field training exercises, shall be entitled to be paid his/her regular salary for the first thirty (30) calendar days of absence for the work days he/she is absent

from the District, provided the duty occurs during a paid status month of the employee's work year.

8.7.3 To qualify for the benefits provided, the employee must forward a written request for leave accompanied by a copy of the field order to the District Office prior to reporting for training or duty.

8.8 Jury Duty:

8.8.1 An employee who is called for jury duty shall be granted the necessary time off with pay to fulfill this obligation.

8.8.2 The employee serving as a member of a jury will receive full pay from the District, provided the person signs over and remits to the District all compensation received for such jury duty, exclusive of mileage, meals and/or parking expenses.

8.9 Bereavement Leave:

Every regular employee shall be granted necessary leave with pay, not to exceed three (3) days, or five (5) days if out-of-state travel or travel in excess of two hundred (200) miles is required, in the event of the death of any member of the employee's immediate family. For bereavement leave only, nieces and nephews of the employee will be considered members of the "immediate family" as defined in paragraph 8.3.2 of this article.

8.10 Required Court Appearance:

One (1) day of absence per year with pay will be allowed for an employee to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. An exception is to be made if the employee is acting in the capacity of witness at the request of the District's legal counsel on behalf of the District. In such instances the employee will be treated as if on paid status (i.e., as if attending a workshop).

## 8.11 Vacation:

### 8.11.1 Earned Vacation:

8.11.1.1 Full-time (12) month employees (first through fifth (5<sup>th</sup>) year of service) earn vacation at the rate of two point five (2.5) hours per forty (40) hours worked (ten (10) days per year).

8.11.1.2 Full-time (12) month employees (sixth (6<sup>th</sup>) through tenth (10<sup>th</sup>) year of service) earn vacation at the rate of three (3) hours per forty (40) hours worked (fifteen (15) days per year).

8.11.1.3 Full-time twelve (12) month employees (eleventh (11<sup>th</sup>) through twentieth (20<sup>th</sup>) year of service) earn vacation at the rate of three point five (3.5) hours per forty (40) worked (twenty (20) days per year).

8.11.1.4 Full-time twelve (12) month employees (twenty one (21) years and following) earn vacation at the rate of four (4) hours per forty (40) hours worked (twenty-six (26) days per year).

8.11.1.5 Part-time regular employees earn vacation in proportion to time served.

### 8.11.2 Eligibility for Vacation:

A regular classified employee must have served the District six (6) calendar months and be in paid status more than one-half (½) of the working days in each calendar month to be eligible for vacation.

### 8.11.3 Pay for Earned Vacation:

8.11.3.1 Employees earn vacation pay at the range and step of straight-time pay for the position to which the employee is regularly assigned at the time the vacation is commenced.

- 8.11.3.2 Except as provided in Section 8.11.3.3, below, nine (9), ten (10), and eleven (11) month employees will be lump-sum paid, following the completion of the work year, for accrued vacation not used during the work year.
- 8.11.3.3 In those cases where an employee's written request to carry over unused vacation to the following year is approved by the appropriate supervisor or District Superintendent/Principal, the accrual of vacation time shall be allowed.
- 8.11.3.4 Upon separation from service (after six (6) months of employment or more), the employee shall be entitled to lump-sum compensation for all earned and unused vacation.

8.11.4 Scheduling Vacations:

- 8.11.4.1 Vacations must be approved in advance by the District. Employees shall submit a completed Classified Personnel Leave Request/Absence Report form, attached as Appendix C, to their supervisor to request vacation leave. If the vacation requests of two (2) or more employees in the same operating unit (i.e., the employees involved report to the same immediate Supervisor/management representative who is other than a member of the Fort Sage bargaining unit) are in conflict, then the decision will be made by the Superintendent/Principal in the best interest of the District's needs. All other things being equal, the employee with the earliest hire date will be given preference.
- 8.11.4.2 Vacation time cannot be used by employees for periods of less than one (1) hour.
- 8.11.4.3 Subject to the provisions of Section 8.11.3.3, above, up to thirty-five (35) days of vacation previously earned but not used may be credited to regular employees as of September 1 of each year. Each

employee shall have the right to take sufficient vacation time.

8.11.4.4 The District and employee shall each year schedule the employee's annual vacation days off, and the District may require the employee to take annual vacation days off.

8.11.5 Effect of Holidays:

Regularly observed legal holidays and Board-granted days off occurring during a vacation period shall not be construed as part of vacation allowance.

8.11.6 Interruption of Vacation:

The District may allow permanent unit members to interrupt or terminate vacation in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information sufficient, in the opinion of the District, regarding the basis of such interruption or termination.

8.12 Holidays Observed:

8.12.1 All regular employees shall be entitled to legal holidays required by law for the District with pay providing the holiday falls during their normal work year and they are in paid status during any portion of the working day immediately before or after the holiday.

8.12.2 When a holiday falls on Saturday, it will be observed the Friday preceding; if it falls on a Sunday, it will be observed on the Monday following.

8.12.3 Contract holidays are:

New Year's Day

Martin Luther King, Jr. Day – 3<sup>rd</sup> Monday in January

Lincoln's Birthday – February 12

Washington's Day – 3<sup>rd</sup> Monday in February

Memorial Day – Last Monday in May

Independence Day – July 4  
Labor Day – First Monday in September  
Columbus Day – Second Monday in October  
Veteran’s Day – November 11  
Thanksgiving Day  
Christmas Day  
Admissions Day (Floating Holiday), see below

Board Holidays:

Good Friday  
Friday after Thanksgiving  
Christmas Eve  
New Year’s Eve

8.12.4 The trustees may schedule the paid holidays of Martin Luther Kings, Jr., Lincoln’s Birthday, Washington’s Day, or Memorial Day, on other days so long as a three-day weekend is provided.

In Lieu of the Admission Day holiday, a Floating Holiday may be taken at the employee’s discretion, provided that preauthorization is obtained from the Superintendent or his/her designee. If not used by October 1<sup>st</sup> of the following school year, then the holiday will be paid out in the November pay warrant.

8.13 Education Code Requirement for Proof of Leaves:

As provided in the Education Code, the District shall adopt rules and regulations requiring and prescribing the manner of documenting paid absences, including verification of the specific reason for and necessity for an absence by the employee’s physician or a physician retained by the District.

8.14 Administrative Leave with Pay:

The Superintendent/Principal may place an employee on administrative leave with pay anytime the Superintendent/Principal determines it is in the best interest of the District to do so.

## **ARTICLE 9: COMPENSATION**

### **9.1 Salary:**

The ranges and salaries for positions in classes assigned to the bargaining unit are identified on the attached schedule designated in Appendix B.

### **9.2 Initial Salary Placement:**

Unless otherwise approved by the Superintendent/Principal, a regular employee at the time of employment will be placed on the first step of the appropriate salary range of the classified salary schedules.

### **9.3 Repayment of Money Owed District:**

9.3.1 If monies are paid to an employee in excess of the appropriate amount due the employee, the employee is liable and responsible for repayment of the monies owed to the District. Employees shall bring the overpayment to the attention of the District Office as soon as it is discovered by the employee.

9.3.2 When the District discovers the error, the District Office shall notify the employee, in writing, of the amount and nature of the overpayment.

9.3.3 Overpayments shall be deducted from the next regular warrant due the employee. If such deduction would reduce the next correct amount of the next warrant by more than twenty percent (20%), the District shall reduce that check and subsequent checks by no more than twenty percent (20%) until the full overpayment is recovered.

9.3.4 When the overpayment is a result of overuse of leave privileges, the full amount of the overpayment shall be deducted from the next regular warrant due the employee. Accrued leave balances may be verified with the District Office.

9.3.5 If an employee terminates employment with the District before the overpayment has been repaid, the remaining balance will be deducted in full from the final pay warrant.

9.3.6 In all cases, neither the District nor the employee shall be precluded from pursuing legal methods for resolution of a dispute regarding the debt after all avenues within the District have been exhausted.

9.4 Insurance benefits:

9.4.1 Except as provided in Section 9.4.4, subject to the maximum contribution amount stated below, the District shall contract to provide the following health benefit to full-time bargaining unit employees as defined in Section 9.4.3.

9.4.1.1 A list of current benefit providers will be available in the District Office.

Medical Health benefits.  
Dental and orthodontia  
Vision (no deductible)  
Life insurance (term), decreasing coverage by age,  
Income protection plan

The District will consult with the Union at least two (2) weeks before any change to an equivalent plan. Further, the District will notify the employees within two (2) weeks of becoming aware of any pending rate increases. However, failure to provide such notice shall not result in any liability on the part of the District.

9.4.2 The maximum aggregate District contribution for each full-time unit member for the benefits described above shall not exceed Nine Hundred Fifty Dollars (\$950.00) per month.

The employee-paid portion of the cost of benefits will be deducted from wages over the number of months the employee is regularly employed per year.

9.4.3 For purposes of this article only, any bargaining unit employee regularly assigned eight (8) hours of work per day, five (5) days per week or more shall be considered a full-time employee.

9.4.4 Notwithstanding the above, a part-time employee, which is defined for this Section only as an employee who works less than forty (40) hours per week on a regularly assigned basis, may elect not to participate, in whole or in part, in the District provided health insurance benefits described in the Section 9.4. Such election shall be in writing and shall be in effect for at least one (1) complete school year (July 1 through June 30), unless agreed otherwise by the District. However, an employee who experiences a “major life change” or any “qualifying event” as defined by the Benefit provider can make a new election.

9.4.5 Employees who chose to opt out (if permissible by the provider) or who chose plans with a premium cost less than the District contribution may elect to have the difference put into a District maintained reserve “pooled” fund, a TSA 403(b) or incorporated into an IRC 125 Plan that is offered through American Fidelity. The District pooled amount shall be available to pay the costs of all bargaining unit members medical, dental, vision, life insurance and income protection plan premium costs.

The District maintained reserve fund shall be distributed proportionally among the employees who take benefits and whose insurance premiums exceed the District cap, on a monthly basis.

9.5 Mileage Reimbursement:

Employees utilizing authorized private vehicles during the course of their employment shall be reimbursed at the IRS rate.

9.6 Me Too:

If another bargaining unit receives a higher increase on salary, CSEA will receive the same increase as a “me too”.

## **ARTICLE 10: GRIEVANCE PROCEDURE**

### 10.1 Definition:

#### 10.1.1 Grievance:

For the purpose of this Agreement a grievance is a written document specifying a single allegation endorsed by any number of regular classified employees of this bargaining unit that she/he has been or that they have been adversely affected by a violation of a specific specified term of this agreement. Further, the grievance must specify a proposed remedy.

#### 10.1.2 Day:

Any day on which the District Office is open for service.

10.2 Both parties agree that the purpose of this grievance procedure is to resolve grievances at the lowest possible administrative level.

10.3 All levels of the grievance procedure must, unless otherwise mutually agreed to by the parties to this agreement, be exhausted prior to the seeking of other remedial relief.

10.4 If grievances that are not significantly different from one another are made by more than one (1) allegation document, the Union and the District, by mutual agreement, shall be allowed to consolidate all such grievances and process them as if they were a single grievance.

### 10.5 Exclusions:

10.5.1 Specifically excluded from this grievance process are actions to challenge or change the general policies of the District as set forth in Board or Administrative policies or rules. Such advice must be undertaken under separate legal processes.

10.5.2 Also, specifically excluded from this grievance procedure are any claims or disputes relating to the following issues:

10.5.2.1 Recognition

10.5.2.2 No strike clause

- 10.5.2.3 Management rights
- 10.5.2.4 Evaluation standards employed or judgments rendered
- 10.5.2.5 Discipline or discharge

10.6 Conditions of the Grievance Process:

10.6.1 Time Limits:

Time limits specified in the grievance procedure may be waived by mutual written consent of the employee and the District. Failure to submit the grievance in accordance with time limits (unless waived by both parties) shall constitute abandonment of the grievance. Failure by the District to submit a written reply within the specified time at any step shall permit the grievance to proceed to the next grievance level.

A grievance may be terminated at any time upon receipt of a signed statement from the employee or his/her unit representative that the grievance has been resolved.

10.6.2 Release Time:

The grievant (and Union representative where applicable), and witnesses when called, may be released from duty when necessary to attend conferences or hearing with the District at each level of the grievance procedure.

10.6.3 Grievant Rights:

Should the grievance proceed to a hearing before the Board of Trustees, the grievant has the right to:

- 10.6.3.1 To be present at the hearing;
- 10.6.3.2 To hear testimony presented to the Board;
- 10.6.3.3 To give testimony in his/her own behalf;
- 10.6.3.4 To call others to give testimony on his/her behalf
- 10.6.3.5 To question (personally or through representation) any person giving testimony; and

10.6.3.6 To be accompanied and represented by a site representative of his/her choice.

10.6.4 Records:

All records of grievance shall be filed by the District Office separately from the personnel files of the participants.

10.6.5 Non-Reprisal:

Neither the Board of Trustees nor any member of the Administration nor the Union shall take reprisals affecting the employment status of any employee of the District by reason of the employee's participation in a grievance procedure.

10.7 Processing of Grievance:

10.7.1 Grievances will be processed in the following manner and within the stated time limits. Regardless of paragraph 10.7.2, below, the formal written grievance must be filed within twenty (20) days of the event giving rise to the grievance or within twenty (20) days of the time when the grievant with due diligence should have known of the event.

10.7.2 Informal Grievance Procedure:

Prior to filing a formal written grievance, the employee shall attempt to settle the dispute by an informal conference with the immediate supervisor.

10.7.3 Formal Grievance Procedure:

10.7.3.1 Level I – Immediate Supervisor:

The grievance shall be reduced to writing on a District grievance form signed by the employee and filed with the immediate supervisor. The grievance shall include the following information: A statement of the grievance and the facts upon which it is based; the remedial action requested; the article and section of this Agreement alleged to have been

violated. The parties shall meet to formally confer within five (5) days of the filing of the grievance.

The response to the grievance will be prepared in writing by the immediate supervisor and be submitted to the employee within five (5) days of the formal conference held with the employee.

#### 10.7.3.2 Level II – Superintendent/Principal

The employee may appeal the decision at Level I within five (5) days after receipt of the written decision of the immediate supervisor by submitting all pertinent written materials to the Superintendent/Principal. The Superintendent/Principal will meet with the employee within ten (10) days of receipt of the grievance and shall render a written response within ten (10) days of the meeting.

#### 10.7.3.3 Final Level – Board of Trustees

The employee may appeal the decision at Level II within five (5) days after receiving the written response of the Superintendent/Principal by submitting a written appeal to the Board of Trustees. The decision of the Board of Trustees shall supersede all previous decisions and shall become binding on all parties. The Board of Trustees shall render a final and binding decision no later than the first regular Board meeting after the hearing by the Board.

**ARTICLE 11: PROGRESSIVE DISCIPLINE:**

The District agrees to administer discipline progressively, which means that actions, such as warning and reprimands, would proceed suspension or dismissal, except in cases where the seriousness of the problem justifies immediate suspension or suspension leading to dismissal. The employee may have CSEA representation at any or all stages of the disciplinary process.

11.1 Termination of Probationary Employment:

At any time prior to the expiration of the probationary period, either the Governing Board or the Superintendent/Principal may, in their individual sole discretion, release a probationary employee from the employ of the District. A probationary employee shall not be entitled to a hearing.

11.2 Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees:

11.2.1 Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Governing Board's determination of the sufficiency of the cause of disciplinary action shall be conclusive.

11.2.1.1 Causes:

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes cause for personnel action against a permanent classified employee:

11.2.1.1.1 Incompetency, including but not limited to physical or mental incompetence as determined by licensed medical authority.

11.2.1.1.2 Inefficiency

- 11.2.1.1.3 Neglect of duty
- 11.2.1.1.4 Insubordination
- 11.2.1.1.5 Dishonesty, including but not limited to falsification of District applications or other documents.
- 11.2.1.1.6 Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
- 11.2.1.1.7 Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- 11.3.1.1.8 Inexcusable absence without leave.
- 11.3.1.1.9 Immoral conduct within the school setting.
- 11.3.1.1.10 Discourteous treatment of the public, students, or other employees.
- 11.3.1.1.11 Improper political activity within work hours.
- 11.3.1.1.12 Willful disobedience of a valid direction by a supervisor.
- 11.3.1.1.13 Unauthorized use of District property.
- 11.3.1.1.14 Violation of District, Board, or school rules, policy or procedure.
- 11.3.1.1.15 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

- 11.3.1.1.16 Refusal to take and subscribe any oath or affirmation, which is required by law in connection with his/her employment.
- 11.3.1.1.17 Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority, any information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related thereto.
- 11.3.1.1.18 Any other just cause which adversely affects the employee's ability to perform the duties and responsibilities of his/her position.

Except for physical or mental disability, as defined in 11.2.1.1.1, above, no personnel 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 the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonable assumed that the employee should have disclosed the facts to the District.

11.3.1.2 Initiation and Notification of Charges:

The District Superintendent/Principal or any designated representative of the Superintendent/Principal may initiate a personnel action as defined herein against a permanent classified employee.

In all cases involving a personnel action, the person initiating said action shall file a written recommendation of personnel action with the Governing Board. A copy of the recommendation

shall be served upon the employee, either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:

11.3.1.2.1 A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).

11.3.1.2.2 A statement of the cause or causes, therefore, as set forth above.

11.3.1.2.3 A statement of the specific acts or omissions upon which the causes are based. If violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be set forth in the recommendation.

11.3.1.2.4 A statement of the employee's right to appeal from the recommendation and the manner and time within which his/her appeal must be filed.

11.3.1.2.5 A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

11.3.1.3 Employment Status Pending Appeal or Waiver:

11.3.1.3.1 Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

11.3.1.3.2 In cases where the Superintendent/Principal or designated representative has recommended that a permanent classified

employee should be dismissed. The Superintendent/Principal or his/her designated representative shall schedule a conference for the employee to meet with the Superintendent/Principal or his/her designated representative. The purpose of this conference is to provide the employee with the opportunity to convey to the Superintendent/Principal or his/her designated representative information the employee believes might cause the Superintendent/Principal or his/her designated representative to change his/her recommended action of dismissal against the employee. After considering any information provided by the employee, if the Superintendent/Principal's recommended action of dismissal remains unchanged, the Superintendent/Principal can then place the employee on an unpaid administrative leave pending the outcome of any subsequent hearing in this matter.

11.3.1.3.3 In any case, the Superintendent/Principal or his/her designee can order an employee suspended with pay pending the outcome of any subsequent hearing in this matter.

11.3.1.4 Time Limit of Suspension:

11.3.1.4.1 Any suspensions (except a suspension imposed under 11.2.1.3.3, above) invoked under these rules against any one (1) person in the classified service for one (1) or more periods shall not aggregate more than ninety (90) calendar days in any twelve (12) month period, provided, however, this time limitation is

inapplicable to cases in which personnel action of dismissal is modified by the Governing Board to a suspension.

11.3.1.5 Right to Appeal:

11.3.1.5.1 The employee may, within five (5) calendar days after receiving the recommendation of personnel action described above, appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the District Superintendent/Principal during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent/Principal but must be received no later than the time limit stated herein.

In cases where an order of suspension without pay has been issued in conjunction with a recommendation of personnel action involving dismissal, any appeal from the recommendation shall also constitute an appeal from the order, and the necessity of the order shall be an issue in the appeal hearing.

11.3.1.5.2 If the employee against whom a recommendation of personnel action has been filed fails to file a notice of appeal within the time specified in those rules, the employee shall be deemed to have waived his/her right to appeal, and the

Governing Board may order the recommended personnel action into effect immediately.

11.3.1.6 Amended/Supplemental charges:

11.3.1.6.1 At any time before an employee's appeal is finally submitted to the Governing Board or to a hearing officer for decision, the complainant may, with the consent of the Board of hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action.

11.3.1.7.1 If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense thereto. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

11.3.1.7 Hearing Procedures:

11.3.1.7.1 The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Governing Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evident, and have counsel and, if demand is made therefore when the Board is hearing the appeal, a public hearing. The complainant may also be represented by counsel. The

procedure entitled “Administrative Adjudication” commencing at Section 11500 of the Government Code shall not be applicable to any such hearing before the Governing Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by the rules or evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

11.3.1.7.2 All hearing shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Governing Board determines to hear the appeal themselves. In any case in which the Board hears the appeal, the Board may utilize the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, it shall affirm, modify or revoke the recommended personnel action.

11.3.1.7.3 If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in such form that may be adopted by the Governing Board as the decision in the case. A copy of the proposed decision shall be received by the Board and furnished to each party within ten (10) days after the proposed decision is received by the board. The Board may:

- i) Adopt the proposed decision in its entirety.

- ii) Reduce the personnel action set forth therein and adopt the balance of the proposed decision.
- iii) Reject a proposed reduction in personnel action, approved the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
- iv) Reject the proposed decision in its entirety.

11.3.1.7.4 If the Governing Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision as provided in paragraph 11.2.1.7.3, above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of such proposed decision shall be furnished to each party within ten days after the proposed decision is filed with the Board.

11.3.1.7.5 In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Governing Board or the hearing officer may consider the records of any prior personnel action proceedings, against the employee in which a personnel action was ultimately sustained and any records contained in the employee's personnel files if such

records were introduced into evidence at the hearing.

11.3.1.7.6 The decision of the Governing Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may be stated in the language of the pleadings or reference thereto.

11.3.1.8 Hearing Decision:

The decision of the Governing Board shall be delivered to the Appellant from whose recommendation the appeal is taken and shall be enforced and followed by him/her. A copy of the decision shall be delivered to the Appellant or his/her designated representative personally or by registered mail. The decision of the Governing Board shall be final.

11.4 The provisions contained in the Education Code related to consequences of arrest for offenses requiring mandatory and optional leave of absence are applicable for bargaining unit employees.

## **ARTICLE 12: LAYOFF AND REEMPLOYMENT**

### **12.1 Definitions (Procedures):**

12.1.1 Employees – An employee for the purpose of this Article is a permanent or probationary employee who is a member of the classified service and is represented by this CSEA unit.

12.1.2 Layoff – Employees shall be subject to layoff for lack of work and/or lack of funds as determined by the Board of Trustees. A layoff for purposes of this Article shall be considered an involuntary separation of an employee because of lack of work and/or lack of funds. Any voluntary reduction in regularly assigned time in lieu of layoff shall be considered a layoff for purposes of this article.

### **12.2 Order of Layoff (Procedure):**

12.2.1 Whenever an employee is laid off, the order of layoff within the class shall be the employee employed the shortest time in the class plus higher class.

12.2.2 If two or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the hire date into a probationary status with the employee hired first being retained. If that is equal, determination as to which employee is laid off shall be made by lot.

12.2.3 An employee who is laid off from a class and who has previous service in an equal or lower class and who has greater seniority, shall have the right to bump the employee having the least seniority with a job profile that most closely approximates the employee's total annual hours in that class. (Job profile as defined in this section shall mean assigned hours per day, days per week and months per year). Seniority in an equal or lower class in which an employee has previous service shall include the total service in that class plus service in an equal or higher class including the class from which the employee is laid off.

12.3 Notification of Layoff (Procedure):

- 12.3.1 The District shall transmit a copy of the Board agenda to the Union regarding any proposed layoff.
- 12.3.2 Within a reasonable time of a written request by the Union, the District will provide the Union a seniority roster and a list of those employees to be laid off.
- 12.3.3 The District shall notify the affected employees in writing a minimum of sixty (60) calendar days prior to the date of any layoffs, except in the event of an actual and existing financial inability to pay salaries to classified employees or for causes not foreseeable or preventable by the Board, where less than forty-five (45) calendar days notice may be given.

12.4 Improper Layoff Rights:

- 12.4.1 Any employee who is improperly laid off and is otherwise entitled to employment shall be re-employed in the same or equal class immediately upon discovery of the error.
- 12.4.2 Sick leave accumulated prior to layoff plus sick leave and vacation allowance time which would have accumulated except for the fact that the employee was not employed with the District as a result of improper layoff, shall be reinstated. If the layoff was improper, seniority shall be restored.
- 12.4.3 The employee will be reimbursed for all loss of pay from the District, as a result of the improper layoff, less any earnings the employee received from any other employment while on layoff provided the employee proceeds in a timely manner.
- 12.4.4 If the employee believes that, as a result of a layoff, he/she has not been made financially whole by the District under Article 12.4.3 (immediately above); he/she may file a grievance under Article 10 of this agreement. The grievance shall be considered filed at Level II of the grievance process.

## 12.5 Separation Benefits:

- 12.5.1 Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant due the employee.
- 12.5.2 For any employee whose hours have been reduced pursuant to this Article, eligibility for District contributions for dental, health, and vision insurance shall not be reduced for six (6) months, despite the fact the hour-per-week qualifications may change due to a voluntary reduction of hours by the employee to avoid layoff.
- 12.5.3 The District will provide any four (4) hour or more laid off employee the contractual District contribution amount toward health, dental, and vision insurance for two (2) calendar months following the affected employee's final scheduled day of employee.
- 12.5.4 Any employee who has received a layoff notice shall, upon his/her written request to his/her immediate supervisor, be allowed to take any unused accumulated vacation entitlement prior to the effective date of the layoff.
- 12.5.5 Implementation of the above fulfills all obligations of the District to negotiate the effects of layoff.

## 12.6 Re-Employment From Layoff:

- 12.6.1 Employees laid off because of lack of work or lack of funds are eligible to re-employment in preference to new applicants. In addition, such persons laid off have the right to participate in promotional placement processes within the District during the period of thirty-nine (39) months.
- 12.6.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months; provided that the same tests for fitness under which they

qualified for their appointment to the class shall still apply. The employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time; but if there is a valid re-employment list, they shall be ranked on that list in accordance with their proper seniority.

- 12.6.3 An employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee.
- 12.6.4 A laid-off employee shall notify the District of his/her intent to accept or refuse re-employment notice. Failure to respond constitutes a refusal.
- 12.6.5 Employees shall be re-employed in the highest rated job classification available, in accordance with their length of service in the class from which they were laid off, plus higher classes. Employees who accept a position lower than their former class shall retain their original thirty-nine (39) month rights to the higher paid positions.
- 12.6.6 Should an employee who had elected retirement in lieu of layoff subsequently accept, in writing, re-employment with the District, the District shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement.
- 12.6.7 Upon return to work, eligibility for vacation and sick leave entitlement shall be computed in accordance with seniority.
- 12.6.8 Unused sick leave benefits, accumulated prior to layoff, will be reinstated upon return to work.

### **ARTICLE 13: SAVINGS PROVISION**

- 13.1 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.
- 13.2 The parties will meet and negotiate regarding a successor provision at a time of mutual convenience.

### **ARTICLE 14: EFFECT OF AGREEMENT**

- 14.1 It is understood and agreed that the specific provisions contained in this agreement shall prevail over District practices and procedures and over related laws to the extent permitted by general law. Nothing contained herein shall preclude the parties, should they mutually desire to do so, from meeting and consulting on issues not covered by this Agreement.

### **ARTICLE 15: NEGOTIATIONS**

The Union may designate three employees who shall be given reasonable release time to participate in negotiations.

**ARTICLE 16: TERM OF AGREEMENT**

- 16.1 This Agreement shall be effective once ratified by the Union and, as of the date approved by the Board of Trustee, shall be binding upon the District, the Board, the Union, and its members. This Agreement shall remain in full force and effect through June 30, 2019. For the 2018-19 school years, each party to the Agreement may reopen negotiation on salary, health and welfare benefits, and two additional articles.
  
- 16.2 The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively unless mutually agreed upon with respect to any subject or matter, even though such subjects or matter may not have been within the knowledge or contemplation of either or both or the parties at the time they negotiated or signed this Agreement.
  
- 16.3 Any previous contracts between the District and the Union are null and void.

IN WITNESS THEREOF, this Agreement has been duly executed by the parties this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION CHAPTER 643

By: \_\_\_\_\_

Date \_\_\_\_\_

FORT SAGE UNIFIED  
SCHOOL DISTRICT

By: \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX A

The following positions (classifications) are in the bargaining unit:

Attendance Clerk

Custodian

Paraprofessional/Instructional Aid

Food Distributer

District Food Facilitator/Kitchen Manager

Library Technician

Maintenance

Secretary

Accounts Payable/Receivable

Registrar

Grounds Keeper



# APPENDIX C

## FORT SAGE UNIFIED SCHOOL DISTRICT LEAVE REQUEST FORM

Employee Name:

Today's Date:

Date(s) of Requested Leave:

Is a Substitute Required?

<b>Certificated</b>	<b>Classified</b>
<input type="checkbox"/> Sick Leave/Medical Appt.	<input type="checkbox"/> Sick Leave/Medical Appt
<input type="checkbox"/> Personal Business/Necessity <small>(only 4 per year)</small>	<input type="checkbox"/> Vacation
<input type="checkbox"/> Bereavement Leave	<input type="checkbox"/> Emergency Leave (from Sick) * Reason for Emergency Leave
<input type="checkbox"/> Other _____	_____
	<input type="checkbox"/> Other _____
Number of Days: _____	Number of Days: _____
	Number of Hours: _____
<b>SCHOOL BUSINESS LEAVE</b>	
<input type="checkbox"/> Inservice/Training	Location: _____
<input type="checkbox"/> Sports	Location: _____
<input type="checkbox"/> FFA	Location: _____
<input type="checkbox"/> Field Trip	Location: _____
<input type="checkbox"/> Other	Explanation: _____
Number of Days: _____	Number of Hours: _____

\_\_\_\_\_  
Staff Signature Date

### Superintendent Approval or Disapproval and Comments

Leave Approved  
 Other

Comments: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent Signature Date