



AGREEMENT BETWEEN
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND
ITS NEWMAN-CROWS LANDING CHAPTER 551**



AFL-CIO



AND NEWMAN-CROWS LANDING UNIFIED SCHOOL DISTRICT



**JULY 1, 2024
THROUGH
JUNE 30, 2027**



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Article 1 – AGREEMENT

- 1.1 This Agreement is made and entered into between the Newman-Crows Landing Unified School District, hereinafter referred to as the District, the California School Employees Association, and its Newman-Crows Landing Chapter 551, hereinafter referred to as CSEA, in accordance with Chapter 10.7, Sections 3540.3549 of the Government code. Except as provided elsewhere in this Agreement, this Agreement shall remain in full force and effect from final ratification until June 30, 2027.
- 1.2 This Agreement shall remain in full force and effect from July 1, 2024, up to and including June 30, 2027, and thereafter shall continue in effect until a successor Agreement is signed.
- 1.3 The following constitutes a bilateral agreement between the California School Employees Association and its Newman-Crows Landing Chapter 551 (CSEA) and the Board of Trustees of the Newman-Crows Landing Unified School District commencing July 1, 2024 and expiring on June 30, 2027, except that if a legislative or judicial decisions by the highest court in the State or a Federal Court shall mandate a change in scope time(s) of this Agreement, the Agreement may be reopened by either party to negotiate the affected item(s). If some item(s) is negated by legislative or judicial action, the remaining item shall remain in effect.

Jessie Ceja Assistant Superintendent, Human Resources & Support Services, NCLUSD	Date
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Claudia Diaz President, CSEA Chapter #551	Date
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Brittney Clark Negotiations Chair, CSEA Chapter #551	Date
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Article 2 - RECOGNITION

2.1 The classified employees covered by this Agreement are as follows:

1. Campus Supervisor/Driver
2. Yard Duty/Safety Patrol
3. Clerk
4. BTB Leader
5. BTB Music Leader
6. Instructional Aide
7. Instructional Aide - Special Education
8. Campus Supervisor
9. Bilingual EN/SP Clerk/Tester
10. Bilingual Interpreter/Translator
11. Health Clerk
12. Instructional Aide Bilingual
13. Library Media Clerk
14. Attendance Clerk
15. Account Technician Clerk
16. High School Library Media Clerk
17. Registrar
18. Food Service Worker II
19. Custodian
20. Custodian/Driver
21. Groundskeeper
22. Baker
23. School Secretary
24. Secretary II
25. Food Services Lead
26. Custodian/Maintenance Assistant
27. Lead Custodian
28. Lead Groundskeeper
29. Program Facilitator
30. Registered Behavior Technician
31. SLPA Speech/Language Pathology Assistant
32. Chef
33. Computer Technician Assistant
34. Maintenance Assistant II
35. BTB Coordinator
36. AM BTB Leader
37. Parent Liaison
38. BTB Secretary
39. Secretary III
40. Food Service Secretary
41. Maintenance & Operations Secretary

The above-described units shall not include management supervisory or confidential positions.

Updated: June 10, 2024

Article 3 - CHECK OFF AND ORGANIZATIONAL SECURITY

3.1 Membership and Dues Deduction

CSEA shall have the sole and exclusive right to payroll deductions.

3.2 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

3.3 Hold Harmless

CSEA shall indemnify, save, and hold the District harmless from any and all claims, demands, or lawsuits, or any other action arising from this Article, including reasonable attorney's fees for District legal counsel. CSEA shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried, or appealed.

3.4 Distribution of Contract

Within sixty (60) calendar days after the execution of this contract, the District shall provide an electronic copy via district email to each CSEA member. A hard copy shall be posted in the staff rooms of each work location. Additional copies will be provided by the site or district office to employees upon request.

3.5 Contracting Out

During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed or is performable within the job description of employees covered by this Agreement unless contracting is specifically required by the Education Code 45103.1. During periods of layoff, no work shall be contracted out.

Article 4 - PAY AND ALLOWANCES

4.1 Regular Rate of Pay

The regular rate of pay for each position in this bargaining unit shall be in accordance with the rates established for each class as provided for in **Appendix A**, which is attached here to and by reference incorporated as part of this Agreement. The regular rate of pay shall include any increment and longevity required to be paid under this Agreement.

4.2 Frequency- Once Monthly

All employees in the bargaining unit shall be paid **twelve (12) equal payments** once per month payable on or before the last working day of the month in accordance with Stanislaus County Office of Education policy. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

4.3 Payroll Errors

If it is determined that an error has been made in the calculation or reporting in any bargaining unit members payroll or in the payment of any bargaining unit members salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

In the event an employee receives an overpayment of wages, a repayment plan shall be developed by the employee and the District. The employee shall be entitled to union representation at a meeting where a repayment plan will be discussed and/or developed. No wages shall be garnished until the employee responds understanding there is a need for repayment and/or a repayment plan is decided.

4.4 Lost checks

When a lost check occurs, the employee will report the lost check 5 business days from payday (including Saturdays). The employee will need to complete a lost warrant affidavit with NCLUSD payroll. The county can then cut the check for either the same day or next depending on when they receive the forms and auditor run. The employee can then pick the check up from the county, have the county mail it again to them, or have the check mailed to NCLUSD for distribution to the employee. This form shall be available on Informed K12.

4.5 Promotions/Rate of Compensation

When any employee receives a promotion, they are entitled to compensation based on the lowest step on the higher range allowing a minimum increase of five (5) percent, except in those instances where one-range differences would exceed the employee's years of service. In those instances, the bargaining unit member would receive a minimum

increase of two and one-half (2½) percent.

4.6 **Meals and Lodging**

Subject to prior approval, any employee who as a result of an authorized work assignment, must have meals and/or lodging away from the District, shall be reimbursed for the full cost thereof according to current IRS Per Diem Rates. Where practicable, the District shall provide advance funds to the employee for such expenses.

4.7 **Working Out of Class**

An employee assigned duties not a part of their classification three (3) or more consecutive days or five (5) workdays within a fifteen (15) workday period shall have their salary adjusted upward for the entire period they are required to work out of classification. If assigned duties normally performed by employees in a higher classification, the employees' rate of pay shall be moved to the appropriate range and step of the higher classification to ensure not less than a five percent (5%) increase, except that an employee may be placed on the last step of the appropriate range if that is the maximum for that classification. Neither the position, nor the hours will become permanent for the employee working out of their job classification.

4.8 **Longevity**

Longevity rates will be paid after completion of the tenth (10) year of employment with the District, which may be a combination of more than one job classification. This payment will come after completing 75% of the school year and be awarded at the beginning of the next fiscal year.

The salary schedule will reflect longevity steps for years of continuous service to the District at years 10, 15, 20, 25, and 30 at the following interval increases:

Footnote:
All positions will receive longevity compensation at the following intervals:
After completion of 10 years of employment within the District – 3% of applicable step
After completion of 15 years of employment within the District – 6% of applicable step
After completion of 20 years of employment within the District – 9% of applicable step
After completion of 25 years of employment within the District – 12% of applicable step
After completion of 30 years of employment within the District – 15% of applicable step

4.9 **Me, Too**

If the certificated bargaining unit and/or the classified/certificated managers' group receive(s) a higher percentage increase in salary, stipends, and/or benefits, negotiations will be reopened in these areas.

4.10 **Contingency Language**

During the term of this agreement, in the event the District receives an additional unrestricted increase to the District base revenue limit, after the Association and the District have reached agreement on compensation for that year, the District and/or the Association will reopen on Article 4, Pay and Allowances, and Article 8, Health and Welfare Benefits.

- 4.10.1 In recognition of the effects of the lay-off reductions detailed in this agreement, the District and the Association agree that the Association has the right to reopen negotiations as new money becomes available from either state or federal sources with the express intention of restoring the reductions as outlined in the effects of the lay-off agreement.
- 4.10.2 Additionally, the Association and the District agree to the “Effects of Layoff” as detailed in **Appendix H**, with the following provisions: “In recognition of the reductions detailed on **Appendix H**, the District and the Association agree that the Association has the right to reopen negotiations as new money becomes available from either state or federal sources with the express intention of restoring the reductions as outlined herein. Provisions to be followed while unit members are in reduced days/hours status are specified in **Appendix H** and are a part of this agreement.

4.11 **Degree or Certification Stipend**

- 4.11.1 Eligible employees earning a Master of Arts/Science degree, a Bachelors of Arts/Science Degree, or trade certification shall be recognized for obtaining a degree or certification from an accredited school or trade program, unless the Employee’s job description requires the degree/certification, by being granted an annual compensation of \$1,100. The trade certification must be in a related field to the employee’s job description. The Assistant Superintendent of Human Resources must hold a conference with the current CSEA President to decide if trade certification is in a related field to the employee’s job classification. The amount of this stipend is subject to the Me, Too in this agreement in Article 4.8.
- 4.11.2 Any unit member attempting to redeem the Degree or Certification Stipend must have their degree sent to the Department of Human Resources by October 31st for application of pay within that school year. Degrees will be verified if they meet the following criteria:
- A. The degree must be earned from an accredited institution.
 - B. The degree must be paid for by the employee and coursework must be completed on the employee’s time outside of the employee’s scheduled work hours.
 - C. A transcript with a notation of the degree earned must be submitted to the Department of Human Resources.
- 4.11.3 All stipends will be paid on the final pay warrant of the fiscal year. Once verified, degrees are considered available to be covered by the stipend and do not have to be resubmitted.

Certifications with expirations will need to be renewed prior to the expiration date for continuous stipend payment.

4.12 **Night Differential Premium Pay**

Any employee who works after 6:00 pm or up to 5:00 am shall be paid at a rate of 3% higher than their base salary for work performed during those hours, in addition to any accumulated longevity.

4.13 **Stipends**

A sheet tracking all pay rates, titles, and terms of stipends available to Classified shall be included in this agreement attached to the salary schedule in the Appendix.

All stipends shall be opened solely to District Employees prior to being opened to outside applicants. Unless otherwise specified herein, stipends will be offered to Certificated Staff first. If no Certificated Staff applies or is hired for the stipend, it will then be offered to Classified Staff. If no Classified Staff applies or is hired the stipend may be posted externally for outside applicants to apply.

4.14 **Coaching Stipends**

When a vacant coaching stipend position has been opened to Certificated Staff and no Certificated employee applies for the coaching positions, if a Classified worker has historically worked as a Coach for the posted stipend, they will be offered the position prior to it being offered to other Classified or outside applicants.

4.15 **Bilingual Stipends**

The intent of the Bilingual Stipend is to compensate Classified Employees who will use their bilingual skills to assist in the day-to-day communication with students, parents, and/or community although it is not required of them within their job description. Beginning with the 2025-2026 school year a bilingual stipend shall be offered to designated employees per site. Designation for the Bilingual Stipend is dependent on site need and the requirements below.

The District will pay a Bilingual Stipend of \$500 per fiscal year to be paid on the June pay warrant to those designated by their Supervisor, selected in coordination with the Assistant Superintendent of Human Resources, to receive the Bilingual Stipend. Any employee that has a job description that designates the employee must be bilingual is not eligible for this stipend. Qualification for Bilingual Stipend shall be re-evaluated if changes in position/site occur.

Proof of bilingual proficiency must be established by receiving a passing score on the Bilingual Proficiency Test administered by the Human Resources Office or by providing proof of certification through an accredited program or college.

4.15 **Job Related Meetings**

An attempt should be made to hold all work related meetings during an employee's shift. If the employee is retained past their regular work day or required to attend a meeting on a day not designated as a regular work day, they will be compensated for such time at the overtime rate.

Article 5 – VACATION

5.1 Vacation

Vacation benefits are earned by twelve (12) month employees on a fiscal year basis; July 1 to June 30; however the vacation benefits for ten (10) month and eleven (11) month employees has been amateurized into the employee's salary. **(Form Appendix F)**

5.2 Paid Vacation

All accrued vacation leave must be used by June 30 of that fiscal year, unless otherwise approved by the District in writing.

5.3 Accumulation

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule:

Employees in the bargaining unit shall be entitled to one (1) day of paid vacation per year for each month of contracted service per year. Each employee shall receive one (1) additional day of paid vacation for each year of continuous service to this school district from one (1) to five (5) years. One (1) additional day of paid vacation will be awarded at the end of the ten (10) and fifteen (15) years, and two (2) additional days will be awarded at the end of the twenty (20) years of service.

5.4 Vacation Pay

Pay for vacation days shall be at the regular hourly rate which the employee would have received had they been in a working status.

5.5 Vacation Pay Upon Termination

When an employee in the bargaining unit is terminated for any reason, they shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

5.6 When a holiday(s) falls during scheduled vacation, said holiday (s) will not be charged as vacation leave.

5.7 Calendar Change Request

A calendar change request may, with the approval of the District, be submitted at any time during the school year.

- A. A bargaining unit member shall submit a Calendar Change form on Informed K12 to their immediate management supervisor/designee no later than three (3) business workdays prior to the requested day(s) off. The supervisor shall

respond within two (2) business workdays to the request. A QR code to the Informed K12 form can be found in the appendices at the end of this Agreement.

- B. The immediate management supervisor/designee shall approve/deny the bargaining unit member's calendar request. If denied, the immediate management supervisor/designee shall provide a reason, upon request. Retroactive calendar change requests will not be honored.
- C. Any denied calendar change shall be indicated with a specific reason for the denial by the immediate supervisor. An employee shall have the right to a conference with the Director of Human Resources within 3 business days to discuss the denial.

5.8 **Vacation Approval**

Vacation requests will be submitted no later than April 30 for the following school year from employees to their immediate supervisor. Supervisors will approve vacation requests no later than May 15 with seniority in classification being the determining factor when employees request the same time period off. The approval of the vacation form shall be considered notification to the supervisor of the impending absence of the employee.

Article 6 - HOURS OF EMPLOYMENT

6.1 Workweek

The workweek shall consist of five (5) consecutive days, eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

6.2 Workday

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement. Each bargaining unit employee shall be assigned a fixed, regular minimum number of hours per day, days per week, workdays per year, and months per year.

6.3 Start and End Times

The start and end time of a workday shall be determined by the employee's immediate supervisor. Employees shall have the right to discuss the proposed starting/ending time for their workday with their supervisor. If start and end times need to change for more than twenty (20) workdays in that position, the employee shall be given five (5) workdays notice for a change of two (2) or less hours. For a change of more than two (2) hours, the employee shall be given ten (10) workdays notice. Both of these notice periods may be waived with written mutual consent of the supervisor and employee.

6.4 Lunch Periods

All employees covered by this Agreement shall be entitled to an uninterrupted duty free lunch period. The length of time for such a period shall be for no longer than one (1) hour nor less than one-half ($\frac{1}{2}$) hour and shall be scheduled for employees working more than a four (4) hour day at or about the midpoint of each work shift as scheduled by the administration.

If an employee is required to forgo their lunch period, they shall receive pay or compensatory time off at the rate of one and one-half ($1\frac{1}{2}$) time worked which necessitates a lunch of less than 30 minutes.

6.5 Rest Periods

All bargaining unit employees shall be granted one (1) ten (10) minute rest period for every four (4) hours scheduled to work. Insofar as practicable, each rest period will be scheduled at mid-point in the shift.

6.6 Overtime - Equal Distribution

Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each department in accordance with the following protocols:

Protocols/Eligibility

Only permanent (non-probationary), Classified employees in non-paid status shall be eligible for extra time. Pay shall be at the employees' regular rate of pay regardless of the extra time classification.

1. Seniority shall be determined by the date of hire with the District in a regular Classified position. If two (2) or more employees have equal seniority in a specific classification, the tie shall be broken based on the total length of District service as a regular employee; if a tie still exists, determination shall be made by lot.
2. Upon acceptance of these protocols by CSEA 551 and NCLUSD, a seniority list shall be established and available at all District sites for all classifications, beginning with the most senior to the least senior in each classification. The District shall provide an updated seniority list indicating employee classification seniority to the CSEA Chapter President by November 1 of each year. When employees' hours of classification change, each seniority list shall be updated to reflect such changes within twenty (20) working days.
3. Overtime/Extra time shall be first offered to the most senior employee at that site within the classification offering overtime/extra time. Should that employee decline or default the offer, their name shall rotate to the bottom of the overtime/extra time list(s) and the next most senior employee shall be offered the overtime/extra time; this shall continue until said overtime/extra time has been accepted by an employee in the specific classification. Should no one at that site within the specific classification accept the overtime/extra time, it shall be offered district-wide to all eligible qualified classified employees within that classification. Should no one accept the offer, it shall then be offered to all qualified employees at that site. Should no one accept the offer it shall be offered to all qualified District employees.

6.7 Overtime/Extra Time Compensation

Except as otherwise provided herein, all overtime hours as defined in this section shall

be compensated at a rate of pay equal to one and one-half (1 ½) times the regular rate of pay of the employee, including longevity, for all work authorized. Overtime is work in excess of the established day and workweek as defined in Article 6.1 of this contract.

Employees who work four (4) hours or more a day on a regular basis shall be paid one and one-half (1 ½) times or receive compensatory time at the rate of one and one-half (1 ½) times, for work on the sixth (6th) and seventh (7th) consecutive workdays.

6.8 An employee who works a minimum of 30 minutes per day in excess of their assignment for a period of twenty (20) consecutive working days with approval from their supervisor shall have their basic assignment changed to reflect the longer working hours.

6.9 **Instructional Aide Prep Time**

As educators, CSEA and the District understand the importance of allowing time to prepare for group work taught by Instructional Aides. In order to facilitate group work without the interruption of student achievement or scheduled interventions, Aides shall receive a minimum of thirty (30) minutes preparation time per week. This prep time must be built into the schedule of the Aide with cooperation from their supervisor at a time that does not interfere with student instruction or class support.

6.10 **Compensatory Time**

An employee in the bargaining unit shall have the option to take compensatory time off at a time approved by the Superintendent/designee in lieu of cash compensation for authorized overtime work; a written request must be submitted prior to exercising this option. If the compensatory time has not been taken by the end of one year from the date which it was earned, the District shall pay the employee for all such time at the appropriate overtime rate based on the employees' current rate of pay.

6.11 **Voluntary Demotion or Voluntary Reduction in Hours**

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, in accordance with Education Code, except that they shall be ranked in accordance with their seniority.

6.12 **Activities Outside the Normal Workday**

Agreement in this contract will not limit the District from requiring employees to perform activities outside the normal workday consistent with Article 7.1.

6.13 **Call In/Call Back Time**

Employees called in prior to their normal workday, not scheduled to work or called

back to work after completion of regular assignment shall be compensated for time worked or a minimum of two (2) hours at the appropriate overtime rate of pay, including longevity.

6.14 **Summer School Assignments**

Effective July 1, 2019, permanent bargaining unit members will receive preference over all other applicants except in those situations that qualifications do not meet the assignment.

An employee who accepts a summer assignment in accordance with the District application process shall receive not less than the compensation and benefits applicable to that classification during the regular academic year. The compensation and benefits shall also be no less than the compensation and benefits the employee receives in their regular position.

All hours assigned to an employee for a summer assignment shall be considered “hours in Paid Status”.

6.15 **Professional Development**

In times in which it is determined to be beneficial to classified employees, and that funds exist to do so, professional development will be provided. If training occurs outside of an employee's scheduled work hours, they will be paid at their established rate of pay. If an employee holds more than one (1) position with more than one pay rate, the higher rate of the position applicable to the training will be honored.

A professional development survey will be sent to classified employees on a yearly basis in order to elicit input on professional development topics. The District will review results of the survey with the Professional Development Committee to determine professional development opportunities offered by the District prior to making any decisions or scheduling professional development for the School Year.

6.16 **Professional Development Review Committee**

- 6.16.1 A Professional Development Review Committee shall be composed of four (4) members, two (2) of whom shall be Classified employees appointed by the Chapter and two (2) of whom shall be management. The Assistant Superintendent of Human Resources shall serve as a permanent member of the committee and resource person. The committee shall elect a chairperson from the members of the committee.

Article 7 - HOLIDAYS

7.1 Scheduled Holidays

The District agrees to provide all employees with the following paid holidays during the term of this Agreement, in accordance with Section 3 of this Article.

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday (in lieu of Admission Day)
Easter Monday
Memorial Day
Juneteenth

- 7.1.1 The District will schedule a holiday in lieu of Admission Day to provide a three (3) or four (4) day weekend. Such action will be taken after consultation with CSEA.

7.2 Holiday on Saturday or Sunday

When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

7.3 Holiday Eligibility

Except as otherwise provided in this section, an employee must be in a paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

- 7.3.1 Employees who are not normally assigned to duty during the scheduled holidays shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

7.4 Holiday Overtime Pay

Employees who are assigned to work on a holiday shall receive, in addition to their regular rate of pay for that holiday:

1. Compensatory time off or
2. Compensation paid at the rate of one and one-half (1/2) times for all hours worked.

Article 8 - HEALTH AND WELFARE BENEFITS

- 8.1 The District will pay the cost of the premium for the individual employee for benefits in effect on the effective date of this Agreement for the duration of this contract.
- 8.2 The District contribution for the current employee insurance coverage and participation in the employees' dependent coverage shall be **\$11,715** per year for full-time employees beginning July 1, 2024. All retro payments for health and benefit increase to 2023-2024 earnings shall be paid no later than August 30, 2025.
- 8.3 All employees working 6 hours or more on a regular basis shall receive the insurance benefits provided by this Agreement. All employees working 4-5.99 hours as of July 1, 2016, shall continue with their current level of pro-rated coverage for the duration of those hours.
- 8.4 Classified staff will have input on medical insurance plans through the formation of a Benefits Committee. This committee will strive to mitigate cost increases for health benefit plans wherever possible for Classified workers through an organized meeting process with the District upon dispersal of health plan rates. The Committee may also seek to explore other benefit providers to lower cost. This committee shall consist of a minimum of three (3) representatives from all CSEA 551 selected by leadership within the unit.
- 8.5 The District dental and vision cost is included in the employee health cap.

Article 9 – LEAVES

9.1 General Provisions

Employees on a paid leave of absence, unless otherwise provided herein, shall receive wages, benefit contribution, and retirement credit, the same as if they were not on leave. Those who are granted an unpaid leave during any pay period shall receive their benefit contribution for the balance of the pay period. Thereafter, they shall be allowed to continue participation pursuant to the terms of the insurance plan(s) or program(s) selected at their own expense, provided they make an advance payment of the premium(s) in a manner required by the District.

It is the supervisor's responsibility to find coverage for any approved leave outside of sick leave. If coverage is not found, there will be a meeting with the team the absence affects most to discuss coverage options before the approved leave takes place.

9.1.1 District Approval

The District retains the right to require verification of sick leave taken.

9.1.2 Break In Service

No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in a paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence unless otherwise provided. An employee on an approved leave of absence shall continue to earn seniority while on such leave.

9.1.3 General Leaves

When no other leaves are available, a General leave of absence may be granted to an employee on a paid or unpaid basis, this leave is not to exceed one (1) year upon terms acceptable to CSEA, the employee and the District. Such approved General Leave(s) of Absence shall be documented with a Letter of Agreement, signed by employee, the CSEA #551 Chapter President/designee and the District superintendent/designee. No employee shall be granted more than one (1) General Leave of Absence.

Employees on approved General Leaves of Absence shall not accrue seniority, sick leave, vacation leave or PERS credit while on the approved leave; however, they shall maintain previously earned seniority, sick leave and PERS credit; all such accruals shall be credited to them upon their return to active paid status.

Employees, who have earned vacation and/or compensatory time, shall be paid for all such time prior to the initial day of the approved leave of absence.

After all, earned paid leave is exhausted, additional non-accumulative illness and injury leave shall be available for up to a maximum of 100 days. Compensation for this leave shall be at the rate of 50% of the employee's regular hourly rate including longevity.

9.2 **Bereavement Leave**

Employees shall be granted a leave with full pay in the event of the death of any member of the employees' immediate family. The leave shall be for a period not to exceed five (5) days or seven (7) days if one-way travel over 325 miles is required.

Immediate family shall be defined as mother, father, son, daughter, brother, sister, grandmother, grandfather, grandchildren, aunt, uncle, niece, nephew, father-in law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-grandchildren, step-daughter, step-son, step-brother, step-sister, step-father, step-mother, foster family, of the employee or their spouse, domestic partner or any relatives of either spouse, domestic partner or employee living in the immediate household.

- 9.2.1 Employees shall be granted bereavement leave up to five (5) days as defined in Article 9.2 following a reproductive loss event of a stillbirth or miscarriage.
- 9.2.2 The employee shall be allowed to use days taken for reproductive loss to be used nonconsecutively.
- 9.2.3 If an employee suffers multiple loss events in a 12-month period a maximum of ten (10) paid bereavement days may be used. The employee may take up to twenty (20) unpaid days in a 12-month period for two (2) or more events.
- 9.2.4 Confidentiality regarding the employee's loss shall be respected and is required by the employer. Verification of leave for reproductive loss events is not allowed. (SB 848)

9.3 **Jury Duty**

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. Any meal, mileage and/or parking allowance provided the employee for the jury duty shall not be considered in the amount received for jury duty. The amount received for jury duty will be endorsed over to the District. Any day during which any employee in the bargaining unit whose regular assigned shift commences at 2:00 p.m. or after and who is required to serve at least two (2) hours on jury duty, shall be relieved from work with pay.

9.4 **Military Leave**

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

9.5 **Sick Leave**

Classified employees shall be entitled to paid leave of absence for personal illness or injury at the rate of one (1) day for each month of service rendered during a fiscal year. A ten (10) month contracted employee would receive ten (10) days per year, an eleven (11) month contracted employee would receive eleven (11) days per year and a twelve (12) month contracted employee would receive twelve (12) days per year. Unused sick leave credits shall be accumulated from year to year without limit.

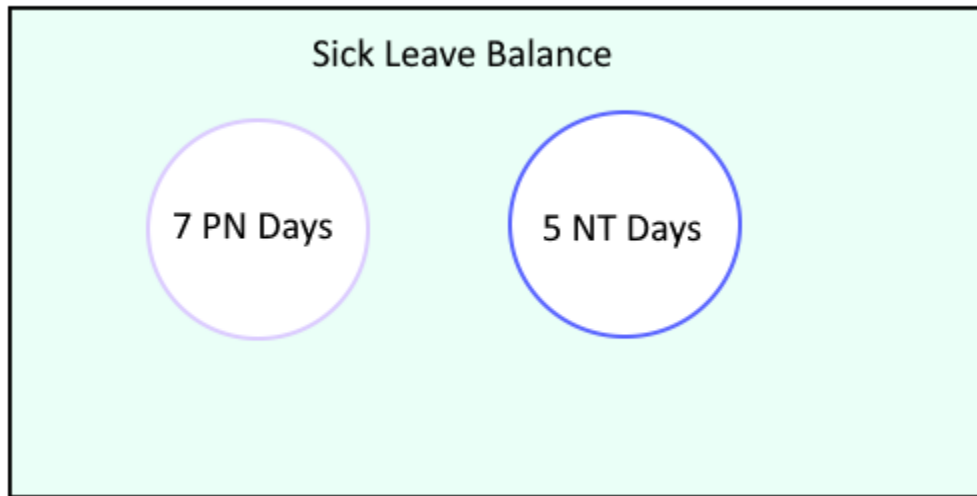
- 9.5.1 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the year. Beginning in the 2025-2026 school year, the District shall inform employees of their balance of sick leave monthly.

However, a probationary employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

- 9.5.2 If an employee leaves the service of the District and has used unearned sick leave credited at the beginning of the school year, the used unearned sick leave shall be withheld from the employee's final pay warrant.
- 9.5.3 The 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.
- 9.5.4 Sick leave may be used for the diagnosis, care, or treatment of an immediate family member as in accordance with Labor Code 233.
- 9.5.5 Sick leave may also be used by employees who are victims of domestic violence, sexual assault or stalking to provide for their own, or their children's, health, safety, or welfare. This includes time off for medical treatment; psychological counseling or other services for victims of domestic violence, sexual assault, or stalking; safety planning, including relocation; or legal proceedings. For purposes of this policy, the crimes of domestic violence, sexual assault, and stalking are defined in California Labor Code Section 230.1. Employees who require time off under this policy should provide reasonable advance notice within three (3) workdays of the absence unless advanced notice is not feasible.

9.5.6 **Sick Leave Account Graphic Explanation**

An employee is granted a designated amount of sick leave each year. Of that allotment, seven may be used as Personal Necessity (explained below in Article 9.8) and five may be used as No Tell (explained below in 9.8.1). These leaves are not in addition to the allotment given in sick leave. The usage of a day of Personal Necessity leave results in one less sick day.



9.5.8 Examples (based on a 10-Month Employee)

- A. An employee uses 3 sick days for doctor’s appointments. The employee has 7 sick days remaining. The employee may use the 7 days as PN days and have no sick leave or NT left. The employee may use 5 as No Tell days and have two sick days or 2 PN left. The employee may use the 7 days for other medical needs and have no PN or NT left.
- B. An employee uses 3 PN days. The employee has 7 sick leave days remaining. The employee may claim 7 for medical needs and have no PN or NT left. The employee may claim 5 for NT and have no PN left and 2 sick days left. The employee may claim 4 more PN days and either 3 NT or 3 sick days.

9.6 Catastrophic Illness/Injury Leave Fund

“Catastrophic illness” or “injury” is defined as an illness or injury expected to incapacitate either the employee or a family member for an extended time. Extended time off from work would create a financial hardship due to the exhaustion of all accrued paid leave credits.

- 9.6.1 A list of all donations and donors shall be made available to the current CSEA President as updated.

The District shall send out notification of the ability to donate leave to the Catastrophic Fund and information on how to donate to the Catastrophic Fund annually in the Welcome Back Letter mailed to employees over the summer.

- 9.6.2 Eligible leave credits means sick leave accrued to the donating employee. One (1) sick leave credit or vacation day is the same as one (1) workday. For example, if the employee is contracted for eight (8) hours per day, the sick leave credit or vacation day is also eight

(8) hours. However, if the employee is contracted for less than eight (8) hours, then the sick leave or vacation day is for a matching number of hours.

- 9.6.3 The employee who is, or whose family member is, suffering from a catastrophic illness or injury must submit a written request to the Superintendent for a donation of eligible sick leave credits or vacation days and provide medical verification of the catastrophic illness or injury as required by the District. As in the case of all sick leave use, the continued use of donated eligible sick leave credits or vacation days shall be subject to appropriate medical verification by physicians selected by the District. The request shall be reviewed by a confidential committee comprised of the Chapter President, an additional member of CSEA Chapter #551 appointed by the Executive Board, an additional member designated by the Superintendent, and the Superintendent for approval. Committee ties shall be determined by the drawing of lots.
- 9.6.4 Any employee may transfer on a voluntary basis a portion of his or her accumulated sick leave or vacation day credits to the catastrophic sick leave fund. Donors may volunteer no more than seventy-five (75) percent of their accrued sick and/or vacation and/or comp time. An employee may transfer credits by signing an authorization identifying the number of days of accumulated leave or vacation days to be transferred. (Ed Code 44043.5). Sick leave may not be transferred by any employee who, following transfer of the designated leave, will have less than ten (10) days of accumulated sick leave. The Donor must have a minimum of one hundred ninety-five (195) workdays to donate vacation days. Vacation days can't be transferred unless the employee has at least five (5) days of vacation days to carry over to December of the next work year.
- 9.6.5 Donations may be made by eligible Classified, Confidential, Certificated, or Management employees. Donations made by non-Classified employees shall not be returnable and shall be converted to an hourly leave cost.
- 9.6.6 The employee voluntarily donating sick leave or vacation day credits shall be responsible for completion and delivery of the required form to the Superintendent's secretary or designee. **(Please refer to Appendix C)**
- 9.6.7 All sick leave or vacation day credit transfers to the catastrophic leave fund shall be irrevocable and non-refundable. Transferred sick leave or vacation day credits shall be utilized only for the precipitating catastrophic illness or injury. All unused transferred sick leave credits or vacation days shall revert to the catastrophic leave fund.
- 9.6.8 The employee shall receive transferred sick leave credits from the catastrophic leave fund only when all accrued paid leave credits, including sick leave and vacation credits, have been exhausted and must be used in combination with State Disability benefits, they are eligible for.
- 9.6.9 The maximum amount of time for which donated sick leave credits may be used shall not exceed a period of twelve (12) consecutive months.

- 9.6.10 Upon mutual ratification of the Catastrophic Illness/Injury Leave Fund language, current employees shall have a thirty (30) day period in which to become eligible to participate in the Catastrophic Leave Fund (See 9.6.1). Subsequent hires must accumulate more than ten (10) sick leave credits in order to participate (Article 9.6.4).
- 9.6.11 In the event of the unit member not personally being able to apply for Catastrophic Leave due to incapacity, an immediate family member may submit the request for the applicant.
- 9.6.12 A bargaining unit member using Catastrophic Leave remains in paid status and continues to accrue vacation and seniority.
- 9.6.13 If there are insufficient days in the Bank, Catastrophic Leave will not be granted. Neither the District, Association, nor Committee shall be legally responsible if there are insufficient days in the Bank to grant a Catastrophic Leave request.

9.7 **Entitlement to Other Sick Leave**

Entitlement to sick leave provisions under this section shall be considered “Entitlement to other Sick Leave” for the purpose of computing benefits if the absence is for industrial accident or illness and shall be used after entitlements to all regular sick leave, accumulated compensating time, industrial accident and illness, vacation or other available paid leave has been exhausted.

9.7.1 **Industrial Accident and Illness Leave**

All employees in the unit are eligible for sixty (60) days at full pay for industrial accident and illness leave. Under Workers Compensation laws of this state, bargaining unit employees shall be entitled to the following benefits:

- 9.7.2 Such leaves shall be for a maximum of sixty (60) working days in any one fiscal year for the same accident. In the event that the sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only those days remaining at the end of the fiscal year in which the accident or illness occurred.
- 9.7.3 Such leave shall not be accumulated from year to year.
- 9.7.4 During all paid leaves of absence required as the result of industrial accident or illness, whether industrial accident leave, sick leave, vacation or other paid leave, the employee shall endorse the District wage loss benefit checks received under State Workers Compensation laws. The District, in turn, shall issue the employee appropriate warrants for full payment of salary and shall make normal payroll deductions.
- 9.7.5 An employees’ industrial accident leave will be suspended automatically for a period during which he is not within the state unless he has obtained the approval of the Board

of Trustees for an absence from the state.

- 9.7.6 If the employee is not medically able to resume the normal duties of their position at the expiration of all available leaves of absence, they shall be placed on a light duty assignment. Light duty assignments may/may not be within the employee's classification in order to accommodate a licensed medical provider's restrictions. If incapable of light duty, they will be placed on a reemployment list for a period of thirty-nine (39) months. If the employee is medically recovered and available during the thirty-nine (39) month period, they shall be employed over all other candidates except for those on a re-employment list established as a result of a lay-off in which case he/she shall be listed in accordance with appropriate seniority. The District reserves the right to require returning employees to be examined by a Qualified Medical Examiner (Q.U.E.).
- 9.7.7 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workmen's Compensation laws of this state at the time of the exhaustion of benefits under this section, they shall be entitled to use only so much of their accumulated and available normal sick and vacation leave, which, when added to the Workers Compensation award, provides for a day's pay at the regular rate of pay.

9.8 **Personal Necessity Leave**

An employee at his election may claim and deduct up to seven (7) days per year from his accumulated sick leave for reasons due to personal emergency or necessity. These seven days are not in addition to the sick leave allotment, but part of the total given. The charging of such absence to the employee's accumulated sick leave shall be subject to prior approval by the District. Employees must submit the appropriate form through Informed K12 to use PN or No Tell Leave. QR Codes for form access can be found in the Appendices at the end of this agreement. Absences, which may be charged to accumulated sick leave under this section, include but are not limited to the following categories.

- A. Accident, death, or serious illness involving their person or property or the person or property of a member of their immediate family.
- B. Appearance in court as a litigant, a witness or other absence required under official government order or direction.
- C. Business transactions of a serious nature. Such transactions must require the presence of the employee and the employee must furnish evidence that the transactions could not be arranged during off-duty hours.
- D. Family responsibilities of a necessary nature.
- E. Such other reasons which may be approved by the Board of Trustees.

- 9.8.1 A classified employee may use five (5) days of personal necessity per year as “no tell days” which would leave it to the employees’ determination as to its use. These five days are not in addition to the allotment for sick leave, but part of the total given.

CSEA employees may use “No Tell” time or compensated time off (CTO) on minimum days, Early Release Days, and days preceding holidays when their professional responsibilities have been completed. On these days, No Tell or CTO is not intended to be used for a full day absence.

Example: A minimum day prior to winter recess students have left at 12:30 p.m. The classified employee whose shift would typically end at 3:00 p.m. may use 2.5 hours of their No Tell or CTO.

No more than two (2) consecutive “no tell days” shall be granted. The employee using the leave provision must notify the Director of Human Resources and their Site Administrator at least two (2) working days prior to taking the leave. Employees must submit the appropriate form through Informed K12 to use PN or No Tell Leave. QR Codes for form access can be found in the Appendices at the end of this agreement.

The immediate management supervisor/designee shall approve/deny the bargaining unit member’s request for No Tell time usage. If denied, the immediate management supervisor/designee shall provide a reason. Retroactive requests of No Tell time will not be honored. A copy of the form must be completed and signed by the site administrator and supervisor before sending it to the District Office.

Any denied No Tell usage shall be indicated with a specific reason for the denial by the immediate supervisor. An employee shall have the right to a conference with the Director of Human Resources within three (3) business days to discuss the denial.

9.9 **Retraining and Study Leave**

- 9.9.1 An unpaid leave of absence for study/retraining may be granted upon approval of the District to any member of the bargaining unit.
- 9.9.2 Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate period of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
- 9.9.3 Study or retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years prior to the granting of the leave.

9.9.4 No more than one (1) study leave of absence shall be granted in each three (3) year period and no more than one (1) retraining leave of absence shall be granted in each three (3) year period.

9.9.5 Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay or other benefits provided under this Agreement.

9.10 **Parental Leave**

9.10.1 An employee may take an unpaid leave of absence for pregnancy disability as determined by the employee and her physician. Forty-eight (48) hours prior notice shall be given to the District. The notice to the District shall include the anticipated beginning and anticipated ending dates of the leave request.

9.10.2 Disabilities caused by or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are considered temporary disabilities covered by sick leave. The employees' physician shall verify the date on which the employee is unable to continue to work and the date on which the employee is able to resume employment.

9.10.3 Two (2) days of leave may be used as paternity leave for the birth of their child(ren).

9.10.4 Under the California Family Rights Act (CFRA) regulations, and eligible employee is entitled to twelve (12) work weeks of unpaid bonding leave to be utilized during the first year following the birth or placement of a child with the parent through foster care or adoption.

9.10.5 All Parental Leave must be used within one year of the birth or placement of the child with the employee. An employee shall not be provided more than one 12-workweek period for Parental Leave during any 12-month period.

9.10.6 Use of Parental Leave will not sacrifice the employee's position, seniority, retirement, or years of service in the District. The use of Parental Leave will not be a basis for poor evaluation.

9.10.7 The District will maintain the employee's health benefits while the employee is off on Parental Leave if applicable.

9.10.8 Any amount deducted from an employee's salary due to their continued absence after usage of all leave shall not exceed the sum that is actually paid to a substitute employee employed to fill their position during the absence.

9.11 **Adoption Leave**

Two (2) days of personal necessity leave may be used by the employee when adopting a

child. Official documentation pertaining to the adoption shall be provided to the District Office prior to the granting of this leave.

9.12 Family and Medical Leave

Eligible employees are entitled to leave under the terms of the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). An employee with twelve (12) months of service and who has worked at least 1,250 hours with the District during the 12 months immediately prior to commencing the leave may request unpaid family care and medical leave for up to twelve (12) workweeks during a fiscal year for one of the following reasons:

- A. Leave for reason of the birth of a child of the employee or placement with the employee of child in connection with adoption or foster care;
- B. Leave to care for an employee's child, parent, or spouse who has a serious health condition;
- C. Leave in the case of the employee's own serious health condition that makes the employee unable to perform the functions of the position held by the employee, except leave taken for disability on account of pregnancy, childbirth, or related medical conditions shall count as FMLA leave only;
- D. Serious illness or injury sustained in the line of duty on active duty by a military servicemember or veteran who is the spouse, child, parent, or next of kin of the employee (FMLA and possibly CFRA);
- E. Qualifying exigency arising out of the fact that a spouse, child, or parent of the employee is a covered servicemember on covered active duty or has been notified of an impending call or order to covered military duty (FMLA and CFRA); and
- F. Leave to care for an employee's family member with a serious health condition.

9.12.1 An employee who requests leave for a family member with a serious health condition may be required to submit a certificate from the health care provider verifying the date on which the serious health condition commenced, the probable duration of the condition, an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care, and a statement that the affected individual's condition warrants the participation of a family member to provide care.

9.12.2 If an employee's need for Family and Medical Leave is foreseeable, or where it is for the birth of a child, the employee shall give thirty (30) calendar days notice.

9.12.3 An employee on Family and Medical Leave shall continue to be eligible for health insurance for twelve (12) workweeks during a fiscal year at the level and under the conditions coverage would have been provided if the employee had continued in active employment. The District may recover the District's contribution to the employee's health coverage for any unpaid portion of leave if the employee fails to return from leave for reasons other than the continuation, recurrence, or onset of a serious health condition that otherwise entitles the employee to take Family and Medical Leave or for other circumstances beyond the employee's control.

9.12.4 At the conclusion of the Family and Medical Leave, the employee shall be returned to the same classification held by the employee at the same worksite the employee worked at prior to the commencement of the leave.

9.13 **Natural Disaster Leave**

When a natural disaster or state of emergency caused by weather or fire is declared by a State or Federal government (or in similar natural events as declared by the District) an employee that is absent from work for all or part of a shift shall be granted up to one (1) day of natural disaster leave unless otherwise approved by the District. Inasmuch as the District can notify employees of multi-day events, it will make every effort to notify employees by 4:00 pm the day before or by 7:00 am the day of. Affected employees shall not need to reverify the need for leave.

Cause for claiming Natural Disaster Leave must fit into the following categories:

1. The inability of the employee to travel to their place of work from their residence as a result of a natural disaster/state of emergency.
2. The employee remains at (or returning to) their residence to safeguard family and/or property as a result of a natural disaster/state of emergency.
3. The employee remains at (or returning to) their residence to avoid being stranded at work as a result of a natural disaster/state of emergency.
4. The employee responding to the impact of the natural disaster/state of emergency on their property.
5. Any other reason approved by the District prior to taking leave.

An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to natural disaster or other climatic circumstances beyond their control. Where the employee is unable to attend work due to the causes defined in this Article, they will be entitled to be paid ordinary pay from the shift they would have otherwise worked on that day. No discipline shall result from usage of this leave.

9.14 **Family School Partnership Leave**

In accordance with Labor Code 230.8, an employee who is a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to a child or children in kindergarten or grades one to twelve inclusive, or attending a licensed childcare provider, may take off up to forty (40) hours each year, not exceeding eight (8) hours in any calendar month of the year to participate in activities of the school or licensed child care provider of any of their children. The employee shall notify their immediate supervisor in advance of taking such leave.

9.14.1 An employee shall provide documentation from the school or licensed child care provider as proof that they engaged in child-related activities on a specific date and at a particular time if requested by the District. Documentation is defined as whatever written verification of parental

participation the school or licensed child care provider deems appropriate and reasonable.

9.15 **Release Time**

9.15.1 On early release and minimum day schedules, an employee may request of their supervisor, in advance, unpaid leave in the event that (a) the employees' work for that day is completed, (b) the employees' early absence will not negatively affect the work schedule or duties of other employees', and (c) the employees' early absence will not jeopardize the supervision or welfare of students. Regular leave documentation will be required.

9.15.2 When employees are interviewing for a position within Newman-Crows Landing Unified, a maximum of one and a half hours of release time will be granted to the employee.

9.15.3 **Union Meetings**

If Classified employees wish to attend CSEA meetings that are open to them, the District will allow such attendance during the employees' regular workday hours. The absence for such a meeting is to not exceed one hour. The employee must make up for the entire missed work time at a time mutually agreed between the employee and their supervisor.

9.15.4 **Negotiations Team Members**

Union negotiation team members shall be released to attend negotiation sessions without charge to any of their leaves.

9.15.5 **Job Steward Release Time**

A Job Steward may request the use of release time pursuant to this agreement. Job Stewards shall confer with the Superintendent/designee of the time and the reason for the request.

The Job Steward shall attempt to schedule any discussion with employees at a time when they and the Job Steward are not rendering service. The Job Steward shall confer with their own Supervisor and the employees' Supervisor of the need to confer with the employee and arrange a mutually agreeable time.

9.15.6 **Board of Education Meetings**

The Chapter President/designee shall be granted leave without loss of pay in order to attend Board of Education meetings. If a designee is sent, the Superintendent will be notified.

9.16 **Voting Leave**

If an employee's work schedule is such that it does not allow for sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District

shall approve sufficient time off from the member's regular duties to allow the member to vote without a loss of pay.

Article 10 - TRANSFER POLICIES

10.1 Definitions

- 10.1.1 **Transfers.** A transfer is defined as the movement of an employee from one site to another site within the same classification. A transfer is also defined as a move to a different position in the same classification at the same site with the same amount of hours worked, but with different start and end times.
- 10.1.2 **Assignment.** An assignment is defined as the specific placement of an employee.
- 10.1.3 **Reassignments.** A reassignment is defined as the change of an employee's assignment from one position to another position in the same classification at the same site with no change in total work hours and no change in the time of day in which the hours are worked.
- 10.1.4 **Promotion.** A promotion is defined as an increase in employment status to a position in a higher classification with a higher hourly rate.
- A. Promotions shall be voluntary.
 - B. Any employee in the bargaining unit receiving a promotion to a higher classification shall be moved to the appropriate range and step of the new class to ensure not less than a 5% salary increase as a result of that promotion.
 - C. There shall be a six (6) month or 130 working day (whichever is longer) probationary period of paid service following all promotions during which time the employee may be involuntarily demoted to their previous permanent classification and hours per day or to their previous hours per day within the same classification.
- 10.1.5 **Demotion.** A demotion is defined as a decrease in employment status to a position in a lower classification with a lower hourly rate. Demotions may be voluntary or involuntary. Involuntary demotions shall only be made for Disciplinary Action pursuant to Article 11 or when so required by the District during the probationary period following a promotion as described in section 10.1.4.C of this Article.
- 10.1.6 **Voluntary Transfers and Reassignments.** Voluntary transfer and/or reassignment is a transfer initiated by the employee.
- A. Employees who wish to be considered for voluntary transfers or reassignment (for an open position in the same classification with the same number of total hours worked) shall notify the Department of Human Resources by emailing the Assistant Superintendent of Human Resources and then applying for the position through the District's

application process prior to the close date of the vacancy.

- B. All transfer requests will remain confidential.
- C. If one District employee requests a transfer for which they are eligible for and has a minimum “meets standards” on two of their last three evaluations, the District employee will be offered the position ahead of those seeking promotion or voluntary demotion within the same job family or outside applicants.
- D. If two or more District employees request a transfer for which they are eligible for and have a minimum “meets standards” on two of their last three evaluations, the District employee with the greatest seniority in the District will be offered the position.
- E. The offer of the Voluntary Transfer to the most senior employee must be accepted within two working days or it will be offered to the next most senior employee that requested a transfer.
- F. Probationary employees with the District are not eligible for Voluntary Transfers.

10.1.7 **Involuntary Administrative Transfers and Reassignments.** The District and CSEA recognize that some involuntary administrative transfers or reassignments within the District are necessary. These transfers are not sought, requested, or agreed to by the bargaining unit member being transferred.

- A. No compensation loss of pay or benefits shall be experienced by a non-disciplinary transferred assignment.
- B. Involuntary Administrative Transfers or Reassignments shall not be arbitrary or capricious. They are not subject to the whim of the District and must be for the reasons delineated in Article 10.1.7.1 below.
- C. Before an employee is involuntarily transferred, written notice shall be given a minimum of ten (10) workdays prior to the effective date of the involuntary transfer or reassignment.
- D. In addition, before an employee is involuntarily transferred, a conference shall be held within ten (10) working days of the notice of reassignment. The conference will be held at the District Office at a time that does not interfere with the employee’s work assignment with the Superintendent/designee, employee, and a CSEA representative if requested. There shall be no loss of pay for either the employee or the CSEA representative as a result of this conference.

- E. The District will offer training to ensure the successful transfer of employees from position to position. An employee being involuntarily transferred shall be granted a shadowing period on site of the position they will be filling. The length of the shadowing period will be discussed and agreed upon in the initial transfer meeting.

10.1.7.1 **Reasons for Involuntary Administrative Transfer or Reassignment.** The District may involuntarily transfer or 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. Whenever necessary to ensure the physical or emotional protection of a student or whenever necessary to protect an employee from imminent physical harm.

10.1.7.2 **Criteria for Involuntary Administrative Transfer.** When an involuntary transfer or reassignment is necessary, the criteria to be used by the District shall include, but not be limited to: (1) qualifications, (2) experience, and (3) seniority with the least senior employee being considered first for transfer. Involuntary transfers shall not be considered as disciplinary action. When such involuntary transfers are made for reasons unrelated to the deficiency of the affected employee, the District shall, upon request from CSEA Chapter 551, provide the reasons in writing how such transfer(s) will improve the efficiency of District operations.

10.1.7.3 When involuntary administrative transfers or reassignments are required by the District, employees shall have the right to indicate preferences from a list of vacancies in the same classification and the District will attempt to honor such requests.

10.1.8 **Temporary Reassignment/Working Out of Class.** The District and CSEA recognize that some temporary work outside of classification within the District may be necessary.

- A. Temporary work out of class is not mandatory and is subject to the employee's willingness to complete the work. This work can include subbing for a higher classification on the same worksite upon approval of the site administration.

- B. An employee assigned duties not a part of their classification three (3) or more consecutive days or five (5) workdays within a fifteen (15) workday period shall be compensated as defined in Article 4.6 of this agreement.
- C. The employee shall not be evaluated based on temporary work or work out of classification.
- D. Permanent employees temporarily assigned to a different classification are on temporary assignment and shall retain permanent status and seniority in their initial assignment. Seniority shall not accrue in any temporary assignments. When the specific temporary assignment is completed, they shall return to their initial assignment and regular duty.

10.1.9 Temporary Student Plan Driven Transfers – Instructional Aides

10.1.9.1 The District shall immediately post Instructional Aide openings to work with students needing additional services upon notification by the IEP team. CSEA understands the student will still need to receive services while the posting is waiting to be filled, and as such the following shall be used to determine coverage:

- A. Seniority and immediate availability shall be the immediate determining factor for which Aides shall be temporarily assigned to cover student need during the posting period.
- B. When a student IEP, 504, or SST creates the need for additional services, the District shall temporarily fill the position with an Instructional Aide from the same work site as available. The affected Aide shall be given at least 24-hour notice (excluding weekends and holidays). The temporary assignment shall last no more than ten (10) workdays. If there is a need to be longer than ten (10) workdays, the District shall meet with CSEA to determine the duration of the need and how best to fill the additional need or vacancy. Once the position is filled with a permanent Aide, the previously affected Aide shall return to their previous assignment. If an Aide is not available to cover from the same work site and it becomes necessary to provide coverage from another site, all of these provisions must still be followed.
- C. CSEA shall be notified of any and all temporary assignments upon notice to the affected employee. Notification shall consist of an email to the current Chapter President with a listing of the Instructional Aide affected, link to posting waiting to be filled, and site of temporary assignment.
- D. Any temporary assignment shall not cause a change in the number of hours or days assigned to the affected employee.
- E. Any temporary change in start and end times of more than thirty (30)

minutes must be agreed to by the affected employee in writing. The employee shall return to their previous start and end time in their previous assignment upon completion of the temporary assignment.

- F. Temporary reassignments of Instructional Aides must be rotated based on seniority, starting with the least senior.
- G. Work done during temporary assignments is not to be used as a basis for evaluation.

10.1.9.2 If an entire classroom of students is moved from one location to another, the Instructional Aides within that classroom shall move with the class. If a classroom is closed and the students are reassigned to multiple classrooms, the Instructional Aides shall move with the students according to student need. If there is more than one vacancy at the time of student reassignments, the Instructional Aide may indicate a preference, which shall be considered by the District.

10.1.10 **Vacancy**. A vacancy is a newly created position within the bargaining unit or an existing unfilled position which the District has determined to fill. All promotions, voluntary transfers, and voluntary reassignments shall only take place in vacant positions

- A. Employees in the bargaining unit shall be given preference in filling any vacancy according to the provisions of this Article. District employees shall be given first consideration for promotions.
- B. In cases where there are two finalist candidates for a position – one from outside the District and one current employee – and all other requirements are equal, the current employee shall be selected for the position.
- C. Where there are two or more inside finalists candidates and all other requirements are equal, the candidate with the most seniority shall be selected for the position.
- D. District employees will be deemed to have met the employment qualifications for any lesser position within a job classification unless they fail to evidence a qualification necessary to the performance of the position or fail to evidence a pre-employment condition required by law.
 - a. Qualification necessary to the performance of the position is defined as any qualification essential to perform the prescribed duties and responsibilities of a given position (e.g., valid driver’s license, CPR Certification, Bilingual Certification, etc.). A typing certificate would not be considered a qualification necessary for the performance of a position.
 - b. Job requirement specified by law is defined as any condition of

employment required by federal or state statute (e.g., Class B Driver's License, Medical Card, etc.).

- 10.2 In the selection of personnel for transfer, increase in assigned time, additional time assignment or reassignment, seniority shall be the first consideration provided other factors are substantially equal.
- 10.3 The District will consider giving alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The employee must be qualified for the job opening. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but shall be constituted only by mutual agreement between the district and CSEA and concurrence of the employee.
- 10.4 All unit vacancies shall be posted by the District not less than ten (10) calendar days at designated work sites prior to being permanently filled. The District will notify all Classified staff of vacancies by District email by sharing the link to apply and password for postings. All transfers and promotional opportunities shall be completed prior to advertising the position outside the District. If the window of posting includes a break from District Calendar, the postings will continue to be valid for not less than ten (10) workdays.
- 10.5 Dated District notices will be posted in employee lounges, posted on the District web site, and sent to the President of CSEA Chapter 551 shall be considered as binding all employees and the CSEA with knowledge of the contents of the notice.
- 10.6 Any employee may apply or request to transfer to that position by applying through the District designated application process as described above. Employees that apply for promotion or transfer shall be given first consideration. Criteria in which consideration is defined may include the following, but is not limited to (1) qualifications, (2) experience, (3) seniority, and (4) good standing with the District. If a bargaining unit member is not granted an interview, or is granted an interview, but does not earn the position, upon written request, the member shall be provided justification in writing for not being granted an interview or selected. This decision shall not be subject to the grievance procedure.
 - 10.6.1 A "job alike" will be invited to serve on interview panels. However, should no "job alike" be available at the scheduled time of the interviews, the CSEA President, or designee from the CSEA #551 Executive Board will serve in the "alternate job alike" role. Every effort on behalf of the District will be made to secure a "job alike" for the interview panel, however the lack of availability of a "job alike" or "alternate job alike" will not preclude the district from moving forward with the interview process upon notification to the current Chapter President. If the time of the interview is scheduled where a "job alike" or "alternate job alike" is working, one of them will be scheduled to serve on the interview panel.

10.6.2 During times where school is not in session and the job class being interviewed for may be on vacation, the “job alike” serving on the interview panel shall be compensated at their regular rate of pay for serving on an interview panel. The opportunity to serve on the job panel shall be first offered to the most senior employee within that classification at the site in which the vacancy occurs. Should that employee decline, the next most senior permanent employee at the site would be extended the offer to serve on the panel. This process would continue until all employees at the affected site have had a chance to serve on the interview panel.

An “alternate job alike” will receive compensation for sitting on panels during times when school is not in session.

- 10.7 The CSEA Chapter President/designee shall appoint a member of the bargaining unit to serve as the Chapter representative on the following management interview panels:
- A. Principals, K-12
 - B. Supervisors (including Classified Management)
 - C. Directors
 - D. Assistant Superintendents
 - E. Superintendent upon request/approval of the School Board

10.8 Substitute List

The District and CSEA recognize that employee absenteeism, while often unavoidable, usually creates an additional workload for other employees, disrupts workflow, interrupts student achievement, and may cause additional costs. As such, the District will work to increase the amount of substitutes available to Classified employees. Any applicant for a job that is second or third choice after completing the interview will be offered a position on the Classified sub list in all classifications they are eligible to support.

The District will post for Classified substitutes following the current job posting procedure every three months. Current Classified employees are allowed to apply to be substitutes in any classification they are qualified for to obtain extra hours as long as the hours do not interfere with their regular assignment.

Substitutes will be trained to work all aspects of jobs they are subbing for.

- 10.9 If any job is to be paid by a grant or temporary budget, CSEA will be made aware prior to posting the position. This notification will include the position needed, the site it is to be assigned, the status of the grant/funds, and the estimated life of the grant/funds.
- 10.10 The District will send CSEA a status listing of all grants/temporary funds that are used to pay or support employee positions yearly. This notification will be sent to the current Chapter President by March 1 with an update on the funding for those funds, the amount left in that funding, and the estimated life left in that funding.
- 10.11 Any employee required to work at a work site on temporary assignment which is more

than five (5) miles from their normal work site or required to use their personal vehicle on District business shall be compensated for the total mileage difference between their normal work site and their temporary work site. The amount established for reimbursement for mileage, when the employee is authorized and required to use their own vehicle, shall be paid to the employee, after an appropriate expense claim is submitted at the rate applicable to all employees in the District. The mileage computation shall begin at their assigned site and shall include mileage to travel to and return from any additional site(s) they are assigned.

- 10.12 The District will make available, no later than two business days, after each regularly scheduled School Board meeting, the Chapter 551 President a list of work site assignments for each Classified Employee. This list will contain the employee's name, classification, and worksite.
- 10.13 If a current position requires an increase in time worked, the permanent employee with the greatest seniority in the position at the site will be offered the increase in time. Should the employee decline the increase, the next most senior permanent employee at the site would be extended the increase in time. This process would continue until the increase in time is accepted by a permanent employee at the site. Probationary employees will not be considered for an increase in time worked.
- 10.14 **Distribution of Job Information.** Upon notification of initial employment and prior to any change in classification, each affected employee shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his or her position, a statement of the duties of the position, and a statement of their regular work site, immediate supervisor, regularly assigned shift, the hours per day, and days per year. This information will also be given to employees post increase in time worked.
- 10.15 **CSEA Notification.** CSEA shall be notified of all reassignments, promotions, demotions, voluntary transfers or reassignments, involuntary transfers or reassignments, resignations, or dismissals within five (5) working days of all changes. Notification shall consist of an email to the current Chapter President listing employee name, previous classification, new classification if applicable, previous worksite, new worksite, hours worked, new hours worked if applicable, start and end times, and date change becomes in effect.
- 10.16 **Reclassification Committee**

A reclassification is defined as the upgrading of a position to a higher salary range or classification due to a gradual increase of duties being performed by employees in such a position. The Reclassification Committee shall meet annually. This committee will be a collaborative process between the Association and the District to consider the upgrading of a position to a higher salary range as a result of the gradual increase of duties being performed by the incumbents in the position.

10.16.1 Timelines and Procedures

Requests for reclassification shall be considered in accordance with the following procedures and timelines within the current fiscal year:

October 1 - January 31	Reclassification requests submitted to Human Resources
	Receipt confirmation of Reclassification Request sent to employee by Human Resources.
February 1 - March 31	Reclassification review by the Committee.
April 1 - April 15	Reclassification Committee makes recommendations and prepares a report for the Executive Cabinet.
April 16 - May 15	Recommendations to Executive Cabinet for review, consideration, and budget approval.
	Rejected recommendations are sent back to Committee for review and editing.
May 15 - May 30	All applicants notified of decision by Human Resources.
	Reclassifications submitted for Board approval (June Board Meeting).
July 1	Approved reclassifications will become effective.

Requests for reclassification may be submitted by a unit member or the unit member's immediate supervisor. Requests shall be submitted on a Reclassification Review Form (Appendix I). They shall not be based on comparison to another singular Classified employee.

Requests may only be submitted between October 1 and January 31. Requests will only be allowed once every twelve (12) months from the last reclassification review of this position if the previous reclassification request was denied. If the previous reclassification request was approved, a request for review of the position will be allowed no sooner than twenty-four (24) months from the last request.

10.16.2 Committee Process

The committee shall be composed of three (3) representatives appointed by the Human Resources Department and three (3) representatives appointed by the CSEA Chapter 551 Executive Board. The Chapter President and Assistant Superintendent of Human Resources shall serve as the committee co-chairs. Notification of Committee members will be completed by July 1 of each year.

The District and CSEA shall mutually agree upon training and methodology for committee members.

- 10.16.3 If it is determined that there are duties assigned to a position that are not appropriate for the current classification the inappropriate duties shall be removed from the position. If the inappropriate duties are required of the position, the employee shall be offered a change in classification to a classification more appropriate of the duties. This change shall not result in a loss of seniority or benefits.

Article 11 – DISCIPLINE

11.1 Definition

Discipline, as used in this Article, means dismissal, demotion, suspension, and/or reduction in hours or classification for performance related reasons without the permanent employee's consent. A layoff or reduction in hours, based on lack of work or lack of funds, shall not be considered discipline.

11.1.1 Probationary Employee

At any time during the probationary period, which will be six (6) months or 130 days of paid service (whichever is longer) from the first date of paid service the Superintendent/designee, may terminate the employment of a probationary employee as long as an evaluation has been completed for the employee. For the purpose of calculating 6 months days of service, holiday or vacation days shall count towards this calculator. The employee shall not be entitled to a hearing. Written notice of such action shall be served on the employee either by personal delivery or by mailing such notice to the employee at their last address of record in the District Office. The notice shall be served prior to the expiration of the probationary period.

11.1.2 Permanent Employees

Discipline shall be imposed on permanent employees in the bargaining unit only for just cause. Disciplinary action includes any action, other than layoff, defined in 11.1 above, including classification in which the employee has permanence. This includes written disciplinary action to be placed in their personnel file, dismissal, demotion, suspension, or any reassignment without the employee's voluntary consent (except as authorized in this Agreement).

11.1.3 No disciplinary action shall be taken for any cause which arose prior to the employees 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 reasonably assumed that the employee should have disclosed the facts to the District.

11.2 Progressive Discipline

The District will endeavor to impose discipline on a progressive basis. In accordance with the concept of "progressive discipline" counseling and an opportunity for improvement shall typically precede disciplinary action.

This concept, and the steps below, shall not apply in cases involving gross misconduct or safety concerns. The Superintendent/designee may initiate severe disciplinary action (i.e., suspension, demotion, termination) when the employee's misconduct is of such a serious

nature as to necessitate the imposition of suspension, demotion, or termination, without the benefit of prior written counseling or warning.

- Step 1. The unit member will first receive a verbal warning which will include a description of the alleged misconduct and a description of the steps the bargaining unit member must take to avoid disciplinary action. Whenever possible, the District will endeavor to assist the employee in correcting deficient performance or incidents of misconduct.
- Step 2 The unit member will receive a written warning giving rise to potential disciplinary action which includes a summation of previous verbal warning(s), description of the alleged misconduct and a description of the steps the bargaining unit member must take to avoid disciplinary action. Whenever possible, the District will endeavor to assist the employee in correcting efficient performance or incidents of misconduct.
- Step 3. The unit member may be subject to disciplinary action. The employee may submit a response or rebuttal to the written reprimand or warning which will be retained in their personnel file along with the reprimand.

The classified employee may request the presence of a CSEA Representative at any meeting scheduled by a supervisor where discipline is, or could reasonably be, the reason for the meeting. If the Union Representative of choice is not available, it may be necessary for an alternative Union Representative to attend the meeting instead. Whenever possible, notice of such a meeting shall be in writing to the classified bargaining unit member.

11.3 **“Just Cause”s Defined**

Each of the following constitutes cause for disciplinary action against a permanent Classified employee.

- A. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records;
- B. Inefficiency;
- C. Excessive absence and/or repeated tardiness without authority or sufficient reason;
- D. Neglect of duty;
- E. Insubordination. This shall include refusal or other failure to either comply with a direct order and/or to perform regular or other assigned work and/or refusal to cooperate fully;
- F. Dishonesty;

- G. Use, possession or under the influence of controlled substances while on duty;
- H. Absence without leave;
- I. Conviction of a felony, conviction of any sex offense made relevant by provisions of the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the employees ability to perform the duties and responsibilities of their position;
- J. Immoral conduct;
- K. Actively working for any political party or cause during duty hours;
- L. Willful disobedience;
- M. Negligence or willful damage to public property or waste of public supplies or equipment;
- N. Violation of any statute or District policy or procedure;
- O. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employees' class specification or otherwise necessary for the employee to perform the duties of their position;
- P. Physical or mental disability where disability precludes the employee from proper performance of their duties and responsibilities as determined by medical authority, except as otherwise provided for by contract or by law regulating retirement or employees;
- Q. Bullying in the work environment.

11.4 **Due Process Procedures**

The Superintendent/designee may initiate disciplinary action as defined herein against a permanent classified employee.

11.4.1 **Written Notice**

In all such cases involving disciplinary action, the person initiating said action shall file a written recommendation of disciplinary action with the Board of Education prior to the imposition of disciplinary action when possible. A copy of the recommendation shall be served upon the employee either personally or by Certified Mail at the employee's last known address of record in the District Office.

Except in cases of emergency where the employee must be removed immediately, this written recommendation of discipline shall be supplied to the employee at least five (5) calendar days prior to the effective date of disciplinary action.

The recommendation shall include:

- A. A statement of the specific disciplinary action, including beginning and ending date(s) if appropriate.
- B. A statement of the causes therefore as set forth in Section 11.3, above
- C. A statement of the specific acts or omissions upon which the cases are based. If the cause stated in Section 11.3 above is alleged, the statute, rule, policy, or procedures violated shall be set forth in the recommendation.
- D. A statement of the employees' right to appeal from the recommendation to the Superintendent/designee and the matter and time within which their appeal must be filed.
- E. Copies of materials, if any, which support the charges and a copy of this policy.

In the event emergency circumstances require removal of the employee from the work site immediately, such action shall be taken but such notice and right to respond shall be provided to the employee at the earliest reasonable time after their removal from the premises.

An employee out on disciplinary leave may not visit District property unless in writing (email) approved by Superintendent/designee.

11.4.2 The employee shall have the right to respond either orally or in writing within ten (10) calendar days to the superintendent/designee. The superintendent/designee shall not have conducted the investigation or have made the initial recommendation for disciplinary action. The superintendent/designee shall consider the employee's response and recommend within fifteen (15) calendar days that the proposed disciplinary action can either be taken or not taken.

11.4.3 If the proposed disciplinary action(s) are sustained after the meeting between the Superintendent/designee, the employee may make a written request to the Board of Education. The request must be received within ten (10) working days of being notified of the Superintendent's decision. The appeal hearing shall be held at the earliest convenient date not exceeding forty (40) calendar days. The employee shall be entitled to appear personally, produce evidence, and have representation. The initiating party may also be represented. The Board may be bound by rules of evidence used in California courts. Informatively, any such hearing shall not invalidate any order or decision made or approved by the board. The Board of Trustees shall render their decision within forty (40) working days.

If the Board of Trustees does not conduct the hearing within twenty (20) calendar days after the employee has submitted the demand for a hearing, the parties shall select a Hearing Officer from the State Mediation Conciliation Services (SMCS) by selection of a panel from a list of five potential hearing officers. Failure to select a Hearing Officer

within twenty (20) calendar days after receipt of this list shall constitute withdrawal of the appeal.

- 11.4.4 In any case where it has been determined that a recommendation of disciplinary action should be made against a permanent classified employee and that continuation of the employee in active present status, after a written recommendation of such action has been issued would result in an unreasonable risk of harm or threat to a student, staff or workplace, fostering of disharmony or an impediment the efficient operation of the district during the time the proceedings are pending, the Superintendent/designee may, subject to compliance within procedures contained in the next paragraph, order the disciplinary action into effect immediately on an interim basis, as part of the formal recommendation of disciplinary action. Such order shall be contained in the recommendation of the disciplinary action.
- 11.4.5. The Superintendent/designee will give the employee written notice of at least five (5) calendar days prior to the effective date of any interim disciplinary action (except in cases of emergency where the employee must be immediately removed from the premises.) The proposed recommendation of disciplinary action shall include:
- A. Notice of immediate interim implementation of the action being considered: the causes and reasons for the proposed action: and
 - B. A copy of any materials upon which the proposed action is based and
 - C. The right to respond either orally or in writing to the initiating party prior to the issuance of the final recommendation and order of immediate interim implementation.

Any employee response shall be considered by the initiating party prior to issuing any recommendation. In the event of an emergency action may be taken but notice and the right to respond shall be provided to the employee at the earliest reasonable time after their removal from the premises.

- 11.4.6 In any case where the recommended disciplinary action is suspension, without pay for five (5) workdays or less, the Superintendent/designee may order the suspension into effect immediately on an interim basis, but shall either, during the suspension or within five (5) working days thereafter give the employee written notice of the action including the cause and reason, therefore a copy of the charges and any materials upon which the action is based and a right to respond either orally or in writing to the person who ordered this suspension into effect.
- 11.4.7 The employee may appeal within five (5) calendar days after receiving the recommendation of disciplinary action. A written appeal request, signed and filed within the specific time limit by the employee shall constitute sufficient notice. A notice of appeal is filed only upon delivery to the office of the Superintendent/designee during normal office hours. A notice of appeal may be mailed to the office of the Superintendent/designee but must be received or postmarked no later than the time limit stated herein.

11.4.8 If the employee against whom a recommendation of disciplinary action has been filed, fails to file a notice of appeal within the time specified in these rules, the employee shall be deemed to have waived their right to appeal. If the person making the recommendation has not already ordered the disciplinary action into effect, on an interim basis, they may order the recommended action into effect immediately. Such action shall be notified to the Board of Education. A copy of such order shall be served upon the employee either personally or by certified mail.

11.4.9 At any time before an employee's appeal is finally submitted to the Board of Education for decision, the person making the recommendation may serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. With amended or supplemental recommendations, the employee shall be afforded a reasonable opportunity to prepare their defense. Any new causes or allegations shall be deemed disputable and any objections to the amended or supplemental causes or allegations may be made orally at the appeal hearing.

11.5 **Administrative Leave**

Any permanent employee may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Superintendent. Any salary loss as a result of being put on involuntary leave while being investigated for wrongdoing shall be reimbursed to the employee if the finding is in the employee's favor.

11.6 **Sex Or Narcotics Offenses/Compulsory Leave**

Any employee charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 44011, may be placed upon compulsory leave of absence pending a final disposition of such charges pursuant to Education Code Section 45804.

11.7 **Appeal Procedure**

11.7.1 **Hearing Authority**

The Board shall determine whether a hearing will be conducted before the Board, or a Hearing Officer appointed by the Board. The term "Hearing Officer" shall mean any person who is selected by the Association from a list of five arbitrators provided by the District.

11.7.2 **Notice of Hearing**

The Board or Hearing Officer shall set the hearing date, time, and place, giving the employee at least twenty (20) calendar days written notice.

11.7.3 **Rights Of Employee**

The employee shall attend any hearing, unless excused by the Board or the Hearing Officer, and shall be entitled to:

- A. Be represented by counsel or any other person at such hearing
- B. Testify under oath
- C. Compel the attendance of other employees of the district to testify on behalf of the accused bargaining unit member
- D. Cross-examine all witnesses
- E. Present such evidence Hearing Authority deems necessary
- F. Argue the case

11.7.4 **Evidence**

The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

11.7.5 **Exclusion Of Witnesses**

The Hearing Authority may, at its discretion, exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee and their respective counsel. When hearing testimony on conduct which may bring disrepute to persons other than the accused employee, all persons not having a direct interest in the hearing may be excluded.

11.7.6 **Burden Of Proof**

The burden of proof shall be upon the party attempting to substantiate the charges.

11.8 **FINDINGS AND DECISION**

11.8.1 **Report of Hearings**

Hearings may be conducted without a stenographic reporter or electronic recording machine unless the employee requests in writing, at least three (3) full business days before the hearing date, that such hearing be reported or recorded. The employee shall pay the cost or fee for such reporting or recording.

11.8.2 **Transcripts Of Hearings**

Transcripts of hearings shall be furnished to any person on payment of the cost of

preparing such transcripts. When transcripts are provided by the employees of the District, the cost shall be determined by the employee in charge of business affairs of the District. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.

- 11.8.3 The Hearing Authority may grant a continuance of any hearing upon such terms and conditions as it may deem proper. Any request for continuance made less than forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

Article 12 - LAYOFF PROCEDURE

12.1 Definitions

12.1.1 Employee

An “employee,” for the purposes of this Article, is a member of the bargaining unit.

12.1.2 Layoff

Layoff is a separation from the classified service due to lack of work and/or lack of funds.

12.1.3 Seniority

Seniority is defined as the employee’s length of service from the date of hire. Prior to any layoff or reduction in hours, the District shall provide CSEA with an updated copy of the seniority list.

12.1.4 Equal Seniority

If two or more employees subject to layoff have equal classification seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, then the determination shall be made by lot.

12.1.5 Paid Service

Paid service is all paid status as a permanent Classified employee, whether during the school year, a holiday, recess, or any period that a school is in session or closed. It does not include any service compensated solely on an extra duty, overtime basis, or while on military leave, or unpaid illness leave, or unpaid industrial accident leave.

12.1.6 Service in Equal or Lower Classification

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 employees total service in that classification. (“Job profile” as used in this section shall mean assigned minimum hours per day, days per week, and months per year.) The least senior employee in a class may bump into a lower class in which the employee has served previously provided the employee has more seniority in the lower class than the least senior employee in the class.

12.2 Reduction in Hours

12.2.1 The CSEA President shall be notified immediately when the District determines a reduction of hours is anticipated. The District shall form a committee for any recommendation to involuntarily reduce hours/days at least twenty-eight (28) calendar

days prior to presenting the recommendation to the Board of Trustees of Education. The Committee composed of three members appointed by CSEA and three (3) members appointed by the District shall meet during the above-referred twenty-eight (28) calendar days and consider any recommendations to reduce hours. If the Committee fails to meet due to CSEA members opting not to meet, the District may go forward with its recommendations.

12.2.2 Such consideration shall include, but not be limited to:

- A. Employee job profile of the individual employees affected by the considered reduction in hours
- B. Educational needs of the students

12.2.3 The Committee, by majority vote, no later than twelve (12) calendar days prior to the board meeting shall:

- A. Recommend action to be considered by the Superintendent
- B. Recommend denial of the District's proposed action
- C. Recommend alternative action

12.2.4 The Superintendent shall consider the Committees written recommendations for denial or alternative action prior to taking any further action.

12.2.5 If resolution of differences through the Committees involvement is not reached prior to the time for a recommendation to the Board of Trustees to take action, the District administrator shall continue to discuss unresolved issues with CSEA during the notice period of time pursuant to 11.2.1.

12.2.6 Reduction in hours/days shall not be made arbitrarily and shall be utilized only when in the judgment of the District, the alternative of layoff, (in the form of separation) from the District, shall be ineffective in meeting the needs of the District.

12.3 **Application**

12.3.1 Employees subject to layoff shall be laid off according to their hire date within the same classification. The employee with the latest hire date shall be laid off first. The order of layoff shall be based on seniority within classification throughout the District. An employee with the least seniority shall be laid off first. Service as a substitute or student worker shall not be included in seniority.

12.3.2 If two (2) or more employees subject to layoff have the same hire date within a classification, the determination as to whom shall be laid off shall be made by lot.

12.4 **Notices**

12.4.1 The District shall notify CSEA as soon as possible of the proposed layoff prior to notification of affected employees. The District shall meet with CSEA to review the seniority list, to review the proposed order of layoff, and to negotiate the effects of said layoff prior to the effective date of layoff or Board action.

12.4.2 A written notice of layoff shall be given to the affected employees no later than March 15. Procedures for layoff notice and right to a hearing are set forth in Ed Code Section 45117.

12.4.3 Employees in specifically funded programs shall be given written notice of termination not less than sixty (60) calendar days prior to the effective date of their layoff.

12.4.4 The notice shall contain:

- A. The reason for layoff;
- B. Effective date of layoff action;
- C. Seniority placement within class;
- D. The employees' displacement rights, if any;
- E. The employees' reemployment rights in the same class and in lower classes in which an employee has served and an offer to discuss the employees' rights;
- F. Service retirement options if over fifty (50) years of age.

12.4.5 Copies of layoff notices shall be provided to the President of Chapter 551 and posted at the District Office.

12.5 **Re-Employment Rights**

12.5.1 Laid off persons are eligible for re-employment in the classification from which they were laid off or in a lower class in which they have served and shall be offered re-employment in reverse order of layoff for a thirty-nine (39) month period.

An employee who accepted a reduction in hours in lieu of layoff shall have an additional twenty-four (24) months to be re-employed in the former position or a total of sixty-three (63) months from the date of the original layoff.

Their reemployment shall take precedence over any other person, defined or undefined, in this agreement.

12.5.2 Notification for re-employment shall be made by personal service or by certified mail to the last known permanent address on file with the District Office. If personal service cannot be made, the individual will receive a phone call in its place.

12.5.3 Copies of notices for re-employment shall be provided to the President of the California

School Employees Association, Chapter 551, and at the District Office.

- 12.5.4 The laid off person shall accept or reject the opportunity for re-employment to a former or equal position within five (5) working days following personal service of the notice. Failure to accept three offers of employment shall be just cause to remove the employees name from the re-employment list. The District shall notify CSEA after an employee's third refusal for employment.
- 12.5.5 If the person accepts re-employment, they must report to work no later than fourteen (14) working days following notification. Failure to report to work within the fourteen (14) working day period shall be just cause for removing the laid off employee's name from the re-employment list. The District may extend these time frames upon mutual agreement from the employee and the District.
- 12.5.6 It shall be the responsibility of the employee to keep the District Office informed of a current mailing address and phone number.
- 12.5.7 Laid off employees who are interested and are qualified shall receive preferential placement on the substitute list and shall be given consideration over new applicants for short-term assignments. They shall also have equal opportunity to apply for promotions through the District's application process.

12.6 **Maintenance of Benefits**

- 12.6.1 For the purpose of sick leave, vacation, seniority credit, and salary placement, an employee returning to District employment from the re-employment list shall return to former status prior to layoff. The District shall disregard the break in service of the employee.
- 12.6.2 An employee no longer eligible for health, dental, or vision coverage due to layoff or assignment, may retain coverage at their own expense.
- 12.6.3 The decision to lay off employees shall not be grievable, however, adherence to the procedures set forth in this Article are grievable. Regarding the above procedure, a grievance may be initiated at Step II (Superintendents level) of the Grievance Procedure. The parties may agree to make good faith efforts to shorten all timelines.

Article 13 - SAFETY CONDITIONS OF EMPLOYMENT

13.1 Safe Working Environment

Employees are entitled to a working environment that is healthy and safe not only from physical hazards, but from abusive behavior on the part of co-workers.

Abusive behavior among co-workers collectively referred to as workplace bullying, includes patterns of demeaning, insulting, degrading, manipulative and falsely accusing psychological, verbal, and written attacks on an employee that cannot be justified by any legitimate operational needs of the District. Abusive behaviors can exist between equals in the organizational hierarchy, as well as between those in supervisor/subordinate relationships.

- 13.2 The District agrees to promptly investigate all instances of alleged workplace bullying reported by employees or their representation to the Assistant Superintendent of Human Resources. The District further agrees to take necessary action to eliminate these behaviors where an investigation determines they are in fact occurring. Persons assigned by the District to investigate claims of workplace bullying shall first be educated on the subject to a degree that they understand the issues involved and are likely to recognize bullying when presented with evidence consistent with this pattern of behaviors.

Parties involved in an investigation under this article shall maintain confidentiality both during and at all times after the investigation is concluded. This shall not preclude CSEA members from informing their designated Union representative about matters pertaining to harassment and/or abusive behavior.

- 13.3 The District will make reasonable effort to meet all safety requirements imposed by State and Federal law or regulations adopted under State or Federal law.
- 13.4 To the extent that employees are working in a physical workplace provided by the District, the District shall continue to provide a safe and healthy workplace for all employees - including but not limited to the provision of sufficient and adequate working space, which includes ample lighting, ventilation, and ergonomic standards as necessary; ready access to sanitary workplaces and other facilities; and when possible, access to gender neutral restrooms and spaces.
- 13.5 No employee shall be in any way discriminated against as a result of reporting or processing any action believed to be a violation of Section 13.1.
- 13.6 Any employee who observes a working condition deemed unsafe by the employee shall report in writing such condition including the grounds for believing it is unsafe to their immediate supervisor.
- 13.7 The District agrees to provide all tools, equipment and supplies reasonably necessary to the bargaining unit employees for performance of employment duties.

- 13.8 The District shall fully compensate all employees for loss or damage to personal property in the course of employment where the District authorizes employees to use personal property and there is no employee culpability.
- 13.9 Should the required employment duties necessitate the use of any equipment or gear to ensure the safety of the employee, the District agrees to furnish such equipment or gear.
- 13.10 The District agrees to provide or pay for the full cost of any medical examination required as a condition of continued employment or as a condition of employment if the employee is employed subsequent to the examination.
- 13.11 A safety committee shall be formed and composed of two (2) members appointed by the District and two (2) local members appointed by CSEA with the purpose of the committee to review safety conditions. The committee shall make recommendations to the District concerning safety conditions.
- 13.12 All employees must be dressed appropriately, reflecting the needs of the job that they are performing.

Article 14 - GRIEVANCE PROCEDURE

14.1 Purpose

The purpose of this procedure is to secure, at the lowest possible Administrative level, equitable solutions to the problems which may from time-to-time arise concerning the interpretation or application of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. It is intended that this grievance procedure shall be utilized only after other means to satisfactorily resolve problems have been unproductive. At least one (1) private conference between employee and supervisor shall take place prior to initiation of this grievance procedure (this shall be Step I of the procedure). Ideally, there would be a number of informal discussions and a continuing interchange of views between employee and supervisor before filing a formal grievance.

14.2 Definitions

14.2.1 A "grievance" is a claim or assertion by an employee(s) or CSEA that a specified provision or provisions of this Agreement, Board Policy and/or Administrative Regulation, has/have been violated, thus personally and adversely affecting the employee.

14.2.2 An "employee" is a member of the bargaining unit.

14.2.3 A "day" is any day in which the administrative offices of Newman-Crows Landing Schools are open for business.

14.2.4 A "grievant" is an employee who is personally and directly involved in and adversely affected by an action or omission which is the basis for the grievance and who files a grievance in accordance with these regulations.

14.2.5 A "group grievance" is a grievance as defined above which is filed by two (2) or more employees who allege the same grievance and who have authorized CSEA to represent them in writing. The District reserves the right to separate grievances pursuant to a good faith decision that different considerations are involved.

14.2.6 A "Chapter grievance" is a grievance as defined above which is filed by the Chapter.

14.2.7 A "party in interest" is a grievant, a witness, or an employee who might be required to take action, or against whom action might be taken in order to resolve a grievance.

14.3 Procedures

- 14.3.1 **Step I:** An informal conference between employee and supervisor shall be held within twenty (20) calendar days.
- 14.3.2 **Step II:** An employee may initiate the grievance procedure by submitting a completed grievance form (**Appendix B**) to the site administrator or appropriate supervisor with a copy to the Superintendent/designee within ten (10) calendar days after Step I. This statement shall include:
- 14.3.2.1 A description of the problem or complaint stating the specific grounds of the grievance, including names, dates, and places necessary for complete understanding of the grievance;
- 14.3.2.2 A listing of the provisions of this Agreement, Board Policy and/or administrative Regulation which are alleged to have been violated;
- 14.3.2.3 A statement of the date when the employee met informally with his/her supervisor in an effort to informally resolve the complaint, the identity of the supervisor and a listing of the reasons why the solutions proposed in the informal discussions with the building administrator or appropriate supervisor are unacceptable;
- 14.3.2.4 A listing of the specific actions requested which will remedy the grievance;
- 14.3.2.5 The grievant may request a conference after the formal written submission of the grievance.
- 14.3.2.6 The appropriate supervisor or site administrator must present a written decision to the employee within ten (10) calendar days after the receipt of written grievance. If the supervisor receiving a grievance at Step II questions his/her jurisdiction over the act or condition giving rise to the grievance, the responsibility for the administrative response at Step II may be assumed or assigned by the Superintendent/designee. In such a case, the Superintendent/designee shall identify the appropriate supervisor or shall provide a written response within ten (10) days after the receipt of the written grievance.
- 14.4 **Step III:** Following Step II, the employee may appeal the Step II decision to the Superintendent/designee. Such appeal must be initiated within ten (10) calendar days after the decision in Step II.
- 14.4.1 The appeal shall be made by submitting to the Superintendent/ designee, a copy of the written grievance described in Step II, plus a clear and specific statement of the facts and conclusions which are appealed and the specific reasons why the Step II written decision is unacceptable.

- 14.4.2 The Superintendent/designee shall present a written decision with supporting reasons to the grievant within fifteen (15) days after receipt of the written grievance.
- 14.5 **Step IV:** If the grievance is not resolved in Steps II or III, CSEA may request in writing a hearing before an arbitrator. The written request shall be filed with the Superintendent within ten (10) calendar days after receipt of the written decision of the Superintendent /designee at Step III.
- 14.5.1 Within ten (10) calendar days after the District receives written notice of the Association's intention to proceed to arbitration, the Association and the District shall attempt to mutually agree upon an arbitrator.
- 14.5.2 If no agreement is reached upon the selection of an arbitrator within the above ten (10) calendar days, the Association shall notify the State Mediation and Conciliation Service with a demand for arbitration within twenty (20) calendar days of non-agreement. In the event that the Association does not file the demand within the time provided, the District may file the demand for arbitration. The arbitrator shall be selected from the list(s) provided from the California State Mediation and Conciliation Service by striking names alternately until only one name remains. The party who strikes the first name shall be determined by a flip of the coin.
- 14.5.3 The Board of Trustees and Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have the usual and customary powers of an arbitrator; however, the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement or Board policy or regulation.
- 14.5.4 Both parties agree to be bound by the award of the arbitrator. Either party may seek to have judgment entered in any court of competent jurisdiction.
- 14.5.5 All matters of arbitrability shall be submitted to the arbitrator in the first instance. If the District and Association mutually agree, the arbitration may be conducted under the American Arbitration Association's rules providing for expedited arbitration.
- 14.6 **Step V:** The Superintendent/designee shall submit the decision of the arbitrator to the Board of Education within ten (10) calendar days after the receipt of such decision.
- 14.6.1 The Superintendent/designee shall implement the decision of the arbitrator within fifteen (15) calendar days.
- 14.6.2 The decision of the arbitrator shall be final and binding upon the District, Chapter, and the grievant(s).

14.7 **Payment of the Arbitrator:**

14.7.1 CSEA will be responsible for payment for the cost of preparing its case.

14.7.2 The District will be responsible for payment for the cost of preparing its case.

14.7.3 CSEA and the District will share equally the payment of other costs, including payment for the services and expenses of the arbitrator and the court reporter.

14.8 **Powers and Limitations of the Arbitrator:**

14.8.1 The arbitrator shall consider only those issues which have been properly carried through all prior steps of the Grievance Procedure. Neither party on its own initiative shall be allowed to introduce evidence to the arbitrator which was known but not introduced prior to Step IV.

14.8.2 The arbitrator shall afford the District representatives and the grievant, or their representatives, a reasonable opportunity to present evidence, witnesses, and arguments.

14.8.3 The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provision of this Agreement, Board Policies and/or Administrative Regulations.

14.8.4 The arbitrator shall render a decision and shall recommend such remedies as they deem appropriate.

14.9 **General Provisions**

14.9.1 A grievance shall be initiated at Step II within twenty (20) calendar days from the time the grievant knew or reasonably should have known of the cause for complaint.

14.9.2 Notices sent to the Chapter President by certified mail shall be considered as binding the Chapter with knowledge of contents of said notice.

14.9.3 During the school year, appropriately posted and dated Board notices which are also sent by mail to the Chapter President shall be considered as binding all employees and the Chapter with knowledge of the contents thereof.

14.9.4 The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.

- 14.9.5 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 grieved action.
- 14.9.6 In processing grievances, the parties will avoid unnecessary interruption of classroom activities and the District operations and unnecessary involvement of students in all phases of the grievance procedure. Should the processing of any grievance require that the grievant be released from their regular assignment, they shall be released without loss of pay or benefits.
- 14.9.7 The Chapter shall have the right to initiate grievances only on claims that Chapter rights set forth in this Agreement, Board Policy and/or Administrative Regulation have been violated.
- 14.9.8 The Chapter agrees not to support a grievance essentially similar to one denied by the final decision on the grievance, and the District agrees to apply any decision to all cases which are essentially similar to one sustained by the final decision on the grievance.
- 14.9.9 **The Grievance Form is located in Appendix B.**
- 14.9.10 Failure of an employee to file a grievance at Step I within the time period described in Section 13.3.1, above, shall be deemed a waiver of the grievance and no action to process a late grievance shall be required of the District.
- 14.9.11 Time limits given in these procedures may be modified only by written agreement signed by the parties.
- 14.9.12 At any point these procedures, after the complaint has been put in writing, the parties in interest may agree to confer with the Superintendent/designee regarding the submission of the matter directly to an arbitrator. Other sections of these procedures notwithstanding, if all parties and the Superintendent/designee agree as provided in this section, the complaint may be submitted to the arbitrator.
- 14.9.13 All records of grievance proceedings shall be retained in a special file maintained by the District. All documents, communications, and records dealing with the proceedings of a grievance shall be filed separately from the personnel files of the participants.
- 14.9.14 The grievant may be represented or advised by the Chapter representative during any of the meetings beginning with Step I between the employee and administrator during the grievance procedure.
- 14.9.15 Recourse by an employee to Step IV of the Grievance Procedure shall reconstitute a

waiver of any legal or statutory rights to relief for the action or condition which is the subject of the grievance.

14.9.16 In the course of investigation of any grievance, anyone representing the grievant will report to the office of the site administrator of the building being visited and will state the purpose of the visit immediately upon arrival.

14.9.17 Reasonable release time will be granted to the grievant and one (1) Union Steward/Designee to process a grievance(s). Job Stewards will be released to process grievances and represent workers without loss of pay.

14.9.18 No party in interest to a grievance shall serve as a CSEA representative in the processing of such grievances.

14.9.19 References to the Superintendent shall be interpreted to include their designee.

Article 15 - EVALUATION PROCEDURE

15.1 Purpose of Evaluation

Performance evaluation is important to both the employee and the supervisor and should serve the following purposes:

1. Identify perceived employee strengths;
2. Promote staff development;
3. Recognize good work;
4. Identify where growth or improvement is needed;
5. Facilitate a discussion in an effort to support goal-setting; and
6. Provide a written basis for permanency, promotion, transfers, and employee's overall performance.

Performance evaluations are not intended to be used as discipline. Evaluations should be conducted in a manner that encourages improvements in employee performance and skills, and which provides guidance and support for employee development and advancement.

15.2 The District Evaluation of any employee shall not be placed in the employees district personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations shall be based upon direct observation. Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation. **Evaluation form and instructions are located in Appendix D and E.**

15.2.1 Probationary employees shall be evaluated at least twice before their probationary period ends. Within the first thirty (30) days of employment, an evaluation with documented verbal feedback should be completed. Within the first ninety (90) days of employment, an evaluation with written feedback would be completed. A last evaluation with written feedback should be completed within a week prior to the completion of the employee's probationary period. No probationary employee shall be released prior to completion of any evaluations unless it is a matter of safety, layoff, or other provisions specified in this agreement.

15.2.2 Permanent employees shall be evaluated every other year provided they have met or exceeded standards in their previous performance evaluation. Such evaluations shall be

prior to May 1st. Evaluations shall be made by the employee's designated supervisor.

- A. For employees receiving positive evaluations and who have worked with the District for at least five (5) years, the evaluation cycle can be every three (3) years by mutual agreement between the supervisor and the employee. This agreement shall be documented in writing, signed by the supervisor and the employee, and attached to the last completed evaluation in the employee's personnel file.
- B. A supervisor may, in consultation with CSEA, choose to engage in an "off-cycle" employee in parts of the goal setting, evaluation, and performance plan process as applicable to the concern.
- C. An employee that is off-cycle in the evaluation process may, in consultation with CSEA, request a current or updated evaluation at any time there is a noted concern by the employee.

15.2.3 Failing to complete an evaluation on time shall not reflect negatively on the employee and shall solely reflect negatively on the supervisor responsible for completing the evaluations.

15.2.4 The employee may request to receive and review their completed evaluation at least twenty-four (24) hours prior to the evaluation conference.

15.2.5 The completed form shall be shown to the employee being evaluated and each item discussed. A copy of the employee's current job description will be given to the employee during the form discussion and will be attached to the evaluation itself. Both parties will sign the report, and each may attach any comments deemed necessary. Signing the report does not necessarily indicate that the employee agrees with the report, but that the employee has seen the evaluation report and has discussed the report with the immediate supervisor/administrator.

15.2.6 The employee shall be provided with copies of all written material before it is placed in the employees personnel file. The employee shall have the ten (10) days to prepare a written response to such material and have it attached to the material.

15.3 Evaluations shall not be solely based on hearsay. Direct observation and knowledge of the supervisor shall be the main basis for evaluations. The supervisor shall make every effort to observe the employee working to provide adequate evaluation material. A date and approximate time of at least one direct observation will be noted on the evaluation. The supervisor shall not include unverifiable statements in their evaluation of an employee.

15.4 Certificated staff and other Classified staff members shall not complete Classified employee evaluations. All evaluations must be completed by the direct supervisor of the employee.

15.5 Prior to any update or adoption of the template for the evaluation form, the District agrees to meet with CSEA to ensure compliance with this agreement.

Article 16 - PERSONNEL FILES

The employer's file pertaining to an individual employee is referred to as the employee's personnel file. The contents of each file are confidential and pertain solely to the individual employee. An employee's personnel file consists of the centralized personnel file in Human Resources and does not include their supervisor's notes file.

- 16.1 The personnel file of each employee shall be maintained by the District. All written material placed in the file shall be signed and dated by the writer. The signature of the employee indicating "received" does not indicate the employee agrees with the contents of any document placed in the employee's file. No disciplinary action shall be taken against an employee based on materials which are not in the employee's personnel file.
- 16.2 Employees may review their personnel files provided advanced arrangements are made with the District Office. To set an appointment to review their file, an employee must contact the office of Human Resources to schedule an appointment. This appointment shall take place during normal business hours of the District Office and shall be at a time outside of when the employee is required to render services to the District. The employee is allowed to bring representation to view the file if the employee would like. The employee can also give CSEA the rights to review the employee file upon email notification to Human Resources.
- 16.3 The District will provide the contents of an employee's personnel file to CSEA upon written authorization from the employee or pursuant to its legal obligation to produce information requested by CSEA.

16.4 Derogatory Material

Information of a derogatory nature shall not be entered or filed unless the employee is given notice and an opportunity to review and comment thereof. The employee shall have the right to enter, and have attached to any derogatory statement, their own comments. The response process can be found in Article 11.14.2 above.

The review and comment upon materials of a derogatory nature shall take place during the normal business hours of the District Office and at a time when the employee can be released from duty with pay as determined by the supervisor.

16.4.1 Removal of Materials

Materials reflecting written disciplinary action shall be removed from an employee's active personnel file after two (2) years upon written request of the employee to Human Resources. Materials may be removed earlier upon mutual agreement of the manager and the employee.

- 16.5 An employee may request scores obtained as a result of any examination required by the District upon written request to the Human Resources Department.

- 16.6 All personnel files shall be kept in confidence and shall be available to other employees of the District only when necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the person(s) who have examined a personnel file as well as the date such examination was made. The log shall be attached to the employee's personnel file and shall be made available for examination by the employee and their representative if authorized.
- 16.7 An employee may insert copies of any relevant material they wish into their personnel file. This may include, but is not limited to, letters of favorable comment, licenses, certificates, college course credits, or any other material which reflects creditably on the employee.
- 16.8 All documents, communications, and records dealing with the proceedings of a grievance shall be filed separately from the personnel files of the participants.

Article 17- STATUTORY REMEDIES AND SAVINGS PROVISIONS

- 17.1 If any provisions of this agreement are held to be contrary to Federal or State law by a court of competent jurisdiction, such provisions will be deemed to be invalid. All other provisions will continue in full force and effect.
- 17.2 Should a provision of this contract be deemed invalid after judicial review, then the parties of this contract shall meet within twenty (20) days to mutually arrive at a satisfactory replacement, if necessary, for such article or section deemed illegal.
- 17.3 Policies between or affecting the parties of this Agreement that are inconsistent with this contract are hereby superseded and terminated.
- 17.4 If any provision of this Agreement is held contrary to law by a court or governmental authority having final jurisdiction, such provision shall be deemed invalid to the extent required by such decision. All other provisions of this Agreement shall continue in full force and effect.
- In the event of suspension or invalidation of any article or section of this Agreement, upon request, the parties agree to meet and negotiate within thirty (30) days after such request for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- 17.5 The initial proposal for a successor agreement shall be submitted by May 1, or a mutually acceptable date thereafter.

Article 18- NON-DISCRIMINATION

18.1 Employee Organization Activity

The District shall not discriminate against any employee on the basis of membership in an employee organization.

18.2 Non-Discrimination Action

No employee shall be subjected to unlawful discrimination on any subject covered by this contract on the basis of sex, age, physical handicap/disability, race, national origin, color, creed, political affiliation, marital status, sexual orientation, gender identity, socio-economic status, veteran status, or religion.

18.3 The District and Association will share a commitment to promote equity, diversity, and inclusion, and the fair treatment of all students and staff. Both shall strive to use inclusive language and policies.

18.4 Purposeful staff meetings develop group cohesiveness by promoting staff growth through group communication. While it is not expected for Classified Staff to attend if staff meetings happen outside of hours, all Classified staff should be invited to staff meetings and should be updated as to what they missed if they cannot attend. If the meeting is made mandatory by Supervisors, the Classified Employee shall be compensated.

18.5 Any site that has a Leadership Team formed of department leads that plan for the site and support the Administration team must also have at least one Classified member on the team nominated by other Classified on the work site onto the team. More Classified members may be added for representation as needed by the Leadership Team. Any meetings that go past the designated meeting time shall be compensated. Meetings that stay within the time frame granted on the Leadership Agenda shall not require further compensation. Any Leadership Team Meeting scheduled during the summer months shall be fully compensated if other members on the team are compensated.

Article 19 - ORGANIZATIONAL RIGHTS

19.1 Communication

The Chapter shall have the right to use, without charge, specified bulletin boards. No long-distance telephone calls may be made at District expense.

19.2 Facilities

The Chapter shall have the right to use institutional facilities, equipment, and buildings at reasonable times for CSEA business, provided that the Board Policy and Administrative Regulation addressing facility use are adhered to.

19.3 Relevant Information

A Chapter designee shall have the right to receive, upon request, copies of any and all non-confidential, published documents related to wages, hours or other terms and conditions of employment which are relevant for the Chapter to fulfill its duties and obligations as the exclusive representative of employees covered by this Agreement.

19.4 New Employee Orientation

19.4.1 District Notice to CSEA of New Hires

The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail, including the following information: full legal name, date of hire, classification, and site.

19.4.2 Employee Information

- a) “Newly hired employee” or “new hire” means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the CSEA unit.
- b) The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure File Transfer Protocol (FTP) site or service, on the last working day of the month in which they were hired, or by the first pay period of the month following hire. This contact information shall include the following items, with each field in its own column:

- a. First Name;
- b. Middle initial;
- c. Last name;
- d. Suffix (e.g., Jr., III)
- e. Job Title;
- f. Department;
- g. Primary worksite name;
- h. Work telephone number;
- i. Work Extension;
- j. Home Street address (incl. apartment #)
- k. City
- l. State
- m. ZIP Code (5 or 9 digits)
- n. Home telephone number (10 digits);
- o. Personal cellular telephone number (10 digits);
- p. Personal email address of the employee;
- q. Birth date;
- r. Employee ID;
- s. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
- t. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

In the event no one is hired on any particular month, the District shall send an email to CSEA confirming they did not hire any new staff that month.

- c) Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members’ names and contact information on the last working day of October, February, and June. The information will be provided to CSEA electronically via a mutually agreeable secure File Transfer Protocol (FTP) site or service. This contact information shall also include the information listed in section 2.b. of this section, with each field listed in its own column:

19.4.3 New Employee Orientation

- d) “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment- related matters.
- e) The District shall provide CSEA access to its new employee orientations during District onboarding. CSEA shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be given as agreed.
 - i. When the new employee has an orientation at the site, the site CSEA

representative will be given up to thirty (30) minutes to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

- f) The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.
- g) The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.
- h) During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

19.4.4 **Grievance**

- i) Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall follow the grievance and arbitration provisions of the current Collective Bargaining Agreement, Article 14-Grievance Procedures.
- j) Only CSEA has the ability to grieve this agreement.

19.5 **School Board Agenda**

The District shall provide CSEA one copy of the School Board's agenda and one copy of the agenda backup material for each Board Meeting, sent to the Chapter President.

19.6 **Charter School Petitions**

The District and School Board shall immediately notify CSEA upon any receipt of a petition for a Charter School. Posting of the notice in the School Board Agenda will not qualify as notification. Notification shall be an email to the current CSEA President with a listing of the date of receipt of the petition, the name of the company requesting a petition, and the date of the School Board's consideration of the petition.

Article 20 - REOPENERS

20.1 This Agreement shall remain in full force and effect from July 1, 2024, through June 30, 2027.

- a) For purposes of the parties' 2025-2026 reopener negotiations only, the Association and District shall submit any changes to two Articles, in addition to wages and employee benefits. Following the exchange of the initial proposals, the parties shall meet to begin the negotiations process.
- b) For purposes of the parties' 2026-2027 reopener negotiations, the Association and District shall submit any changes to two Articles, in addition to wages and employee benefits. Following the exchange of the initial proposals, the parties shall meet to begin the negotiations process.

Appendices

Appendices

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Appendix A

NEWMAN-CROWS LANDING UNIFIED SCHOOL DISTRICT 2024-2025 Classified Hourly Salary Schedule Phase III - Effective 7/1/24									
Range	Job Position	Work Days	Paid Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A	Campus Supervisor/Driver	181	195	\$ 19.22	\$ 20.09	\$ 21.03	\$ 21.66	\$ 22.31	\$ 22.98
B	Yard Duty	181	195	\$ 19.57	\$ 20.55	\$ 21.46	\$ 22.11	\$ 22.77	\$ 23.46
	Clerk	181	195						
	Child Care (Temporary/Non-CSEA) ELPAC Tester (Temporary/Non-CSEA)	As needed As needed							
BB	Instructional Aide	181	195	\$ 20.03	\$ 21.04	\$ 22.12	\$ 22.78	\$ 23.46	\$ 24.17
	Campus Supervisor	181	195						
	BTB Leader	181	195						
	BTB Music Leader	181	195						
C	Attendance Clerk	200	214	\$ 21.20	\$ 22.17	\$ 23.24	\$ 23.93	\$ 24.65	\$ 25.39
	High School Library Media Clerk	210	225						
	Library Media Clerk	195	209						
	Instructional Aide Bilingual	181	195						
	Health Clerk	181	195						
	Bilingual EN/SP Clerk /Tester	181	195						
	Bilingual Interpreter/Translator	181	195						
	Account Technician Clerk	210	225						
	Registrar	210	225						
D	Baker	245	261	\$ 22.80	\$ 23.84	\$ 24.97	\$ 25.72	\$ 26.49	\$ 27.29
	Custodian	245	261						
	Custodian/Driver	245	261						
	Food Service Worker II	181	195						
	Food Service Worker II	245	261						
	Groundskeeper	245	261						
E	School Secretary	205	219	\$ 24.14	\$ 25.14	\$ 26.39	\$ 27.18	\$ 28.00	\$ 28.84
F	Secretary II	210	225	\$ 25.35	\$ 26.39	\$ 27.72	\$ 28.55	\$ 29.41	\$ 30.29
G	Custodian/Maintenance Asst	245	261	\$ 25.22	\$ 26.39	\$ 27.69	\$ 28.52	\$ 29.37	\$ 30.25
	Lead Groundskeeper	245	261						
	Lead Custodian	245	261						
	Food Services Lead Person	190	204						
H	Chef	245	261	\$ 27.73	\$ 28.85	\$ 29.99	\$ 30.89	\$ 31.81	\$ 32.77
	Program Facilitator	181	195						
	Registered Behavior Technician	181	195						
	SLPA Speech/Language Pathology Asst	181	195						
	Adult Ed Educational Assistant (Non-CSEA)	181	195						
J	Maintenance Assistant II	245	261	\$ 25.82	\$ 27.04	\$ 28.37	\$ 29.22	\$ 30.10	\$ 31.00
	Computer Technician Assistant	245	261						
K	BTB Coordinator	190	204	\$ 23.76	\$ 24.45	\$ 25.18	\$ 25.94	\$ 26.72	\$ 27.52
M	AM BTB Leader	181	195	\$ 22.73	\$ 23.41	\$ 24.11	\$ 24.83	\$ 25.58	\$ 26.35
	Parent Liaison	181	195						
N	Secretary III	215	230	\$ 26.61	\$ 27.72	\$ 29.09	\$ 29.96	\$ 30.86	\$ 31.79
	BTB Secretary	215	230						
	Food Service Secretary	245	261						
	Maintenance & Operations Secretary	245	261						

REVIEW DATE:	6/19/2025
BOARD APPROVED DATE:	6/19/2025
AMDENDED BOARD DATE:	6/24/2024
EFFECTIVE DATE:	7/1/2024

HEALTH BENEFIT CAP FOR ELIGIBLE
EMPLOYEES: \$11,715

Bachelor's/Master's Degree/Certification Stipend \$1,100 Annually

FOOTNOTE:
All positions will receive longevity compensation at the following intervals:
After completion of 10 years of employment within the District - 3% of applicable step
After completion of 15 years of employment within the District - 6% of applicable step
After completion of 20 years of employment within the District - 9% of applicable step
After completion of 25 years of employment within the District - 12% of applicable step
After completion of 30 years of employment within the District - 15% of applicable step

2024-2025 Classified Employee Stipend Pay

Stipend	Paid	Rate
Pom Cheer Instructor (ELOP)	By semester	\$3,500
Cooking Club Instructor (ELOP)	By semester	\$3,500
Pool Manager	Monthly	\$80.12/day

<p>NEWMAN CROWS LANDING UNIFIED SCHOOL DISTRICT GRIEVANCE FORM</p>	
<p>CSEA GRIEVANCE#</p>	
<p><u>EMPLOYEE/GRIEVANT</u></p>	<p><u>DATE</u></p>
<p><u>School/Department</u></p>	<p><u>Job Title</u></p>
<p>STEP # GRIEVANCE AND REMEDY OR CORRECTION REQUESTED: (specify facts, dates, nature of complaint)</p>	
<p>Statement of:</p>	
<p>Employees Signature</p>	<p>Steward/CSEA Rep. Signature (optional if employee chooses to have assistance in processing of grievance)</p>
<p>Time Received _____ Date Received _____</p>	<p>Supervisors' Signature</p>

NEWMAN-CROWS LANDING UNIFIED SCHOOL DISTRICT

Appendix C

Classified Employees Catastrophic Leave Fund Request Form

I request _____ days of sick or vacation day leave credit, be transferred to the classified employees catastrophic leave fund. One sick or vacation day leave credit is equal to the amount of hours in a normal workday as defined in Article 6.2: of the contract. I understand that all transferred leave is irrevocable and non-refundable even if the sick leave or vacation day credit is not used by a classified employee.

Signature _____

Name: _____

Date _____

Number of Daily Contractual Hours Worked _____



**NEWMAN- CROWS LANDING UNIFIED SCHOOL DISTRICT
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION**

Name:	Evaluation Period:	From:	To:
Classification:	Three Month <input type="checkbox"/>	Six Months <input type="checkbox"/>	Annual <input type="checkbox"/>
Location:	Unscheduled <input type="checkbox"/>	Exit <input type="checkbox"/>	



FACTOR CHECK LIST (please read instructions on reverse side)					Section A- Goal Attainment
1 Exceeds Standards					
2 Meets Standards					
3 Requires Improvement					
4 Not Satisfactory					
1	2	3	4	All Employees	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>1 Confidentiality</u>	Section B Exceeds Standards
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>2 Punctuality</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>3 Absenteeism</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>4 Quality of Acceptable Work</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>5 Work Judgments</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>6 Planning and Organizing</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>7 Work Knowledge/Skill</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>8 Meets Assignment Deadlines</u>	Section C Meets Standards
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>9 Accepts Direction</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>10 Accepts Change</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>11 Initiative</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>12 Cooperation</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>13 Operation/Care of Equipment</u>	Section D Requires Improvement
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>14 Safety Practices</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>15 Grooming and Dress</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>16 Works without Supervision</u>	Section E Not Satisfactory
Basic Skill Factors for Instructional Paraprofessionals					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>17 Reading Comprehension</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>18 Writing Skills</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>19 Mathematic Skills</u>	
Working Relationships					Section F Performance Goals for the Next Evaluation Period
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>20 With District Employees</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>21 With Public/Parents</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>22 With Students</u>	
For Employees Who Supervise Others					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>23 Training and Instruction of Staff</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>24 Decision Making</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>25 Leadership</u>	

Overall Performance <input type="checkbox"/> Exceeds Standards <input type="checkbox"/> Meets Standards <input type="checkbox"/> Requires Improvement <input type="checkbox"/> Not Satisfactory	Employment <input type="checkbox"/> I do recommend this person for continued employment.	Supervisor's Signature _____ Date _____ I certify that a supervisor has discussed this evaluation with me. I understand my signature does not necessarily indicate agreement. I have received a copy of this evaluation.
	<input type="checkbox"/> I do not recommend this person for continued employment.	Employee's Signature _____ Date _____

Employee's comments: _____



INSTRUCTIONS FOR PERFORMANCE EVALUATION



Appendix E

SCHEDULE

Probationary - Status Employees:

Probationary employees shall be evaluated at least twice before their probationary period ends. Within the first thirty (30) days of employment, an evaluation with documented verbal feedback should be completed. Within the first ninety (90) days of employment, an evaluation with written feedback would be completed. A last evaluation with written feedback should be completed within a week prior to the completion of the employee's probationary period.

Permanent - Status Employees:

Evaluations must be completed by May 1st of the evaluative year, and at any other time as the immediate supervisor deems necessary.

PROCEDURE

The evaluation report is to be completed by the supervisor who is responsible for the work of the employee.

The evaluator is to enter in each box provided, an "X" in the appropriate performance level, according to the established definition. If a particular factor does not apply to the employee's job, the evaluator should enter N/A.

The evaluator is to then hold a conference with the employee to explain the basis for the specific rating.

The evaluator then signs the form and gives the employee an opportunity to enter comments and sign the evaluation form.

DEFINITION OF EVALUATION TERMS

STANDARDS OF WORK PERFORMANCE SHALL BE BASED UPON THE CURRENT, RELEVANT JOB DESCRIPTION.

4. EXCEEDS STANDARDS

Consistently achieves and frequently exceeds level of work performance that is expected of a trained and competent employee.

3. MEETS STANDARDS

Consistently achieves and occasionally exceeds level of work performance that is expected of a trained and competent employee.

2. REQUIRES IMPROVEMENT

Occasionally achieves level of work performance that is expected of a trained and competent employee.

1. NOT SATISFACTORY

Rarely achieves level of work performance that is expected of a trained and competent employee.

PLAN FOR INDIVIDUAL IMPROVEMENT (If Applicable)

Appendix F

Informed K12 QR Code Form Access

To access the Informed K12 portal for the forms below, please scan the QR codes with your phone. You will be taken to the Informed K12 website and asked to fill out the form there. These forms are also available on the NCLUSD website at <https://www.nclusd.org/documents/staff-documents/32465>.

Calendar Change



PN/No Tell



Conference Request Form





Classified Staff



Appendix G

NEWMAN-CROWS LANDING UNIFIED SCHOOL DISTRICT

REQUEST FOR COMPENSATORY TIME

ATTACH COPY OF COMPENSATORY TIME-LOG WITH THIS FORM

EMPLOYEE _____ DATE _____

JOB TITLE _____ SCHOOL SITE _____

NUMBER OF HOURS REQUESTED _____

TOTAL NUMBER OF HOURS PRE-APPROVED:

(A copy of the compensatory time-log must be included with this form)

6.7 Compensatory Time Off

An employee in the bargaining unit shall have the option to take compensatory time off at a time **approved by the Superintendent/designee** in lieu of cash compensation for authorized overtime work, all compensatory time accumulated must be taken by the end of the school year in which it was earned.

6.11 Compensatory Time

Compensatory time off (C.T.O) in lieu of cash compensation may be authorized by the District, if a written request, signed by a site administrator/manager, is submitted prior to exercising this option. Such compensatory time off shall be in accordance with the Fair Labor and Standards Act (currently 240 hours maximum.) C.T.O. shall be taken at a time mutually acceptable to the employee and the District if the compensatory time has not been taken by the end of the school year in which it was earned, the District shall pay the employee for all such time at the appropriate overtime rate based on the employees current rate of pay.

* Please read Article 6 for further information regarding hours of employment.

DATE PRE-APPROVED HOURS COMPLETED: _____

Employee Signature _____ Date _____

Principal Signature _____ Date _____

Superintendent/Designee Signature _____ Date _____

Appendix H

Provision for Effects of Layoff:

1. The District shall not transfer work out of the bargaining unit to certificated, confidential management, or supervisory employee, volunteers, prisoners, short term, limited term, or substitute employees, students, or to other bargaining unit employees in different classifications.
2. The District shall not subcontract out the bargaining unit work performed by laid off employees or employees who have suffered a reduction in hours/work year. The district shall not expand the contraction out of any work currently performed or contracted out for any other services which could be performed by bargaining unit employees or could result in the layoff of bargaining unit employees.
3. The District shall release all probationary, temporary, short term, limited term, and substitute employees before it lays off bargaining unit employees or reduces the hours of bargaining unit positions. Information on cost savings from the release of such employees shall be immediately provided to the Association.
4. Laid off employees may volunteer to take a lateral transfer into an equal classification of a demotion into a lower classification in which they have not worked if the position is vacant and if they meet the minimum qualifications. Laid off employees who take such voluntary demotion into a different class shall remain on the reemployment list for the classification from which they were demoted to preserve their return rights.
5. Laid off employees may be placed in any vacant position for which they possess the basic skill set, even if they have not previously held that position with the District.
6. Laid off employees and employees affected by reductions in hours/work year shall be offered the opportunity to fill any temporary, short term, limited term and substitute positions that become vacant as a result of the implementation of Provision 2 of this Agreement, or which may become available subsequent to the execution of this Agreement.
7. The District shall not increase the current and existing workload of remaining bargaining unit employees as a result of the layoff and/or reduction in hours/work year of bargaining unit employees.
8. The District shall discontinue the use of volunteers in classrooms, departments, or offices where bargaining unit employees have been laid off or who suffered a reduction in hours or work year.

9. Benefitted employees who are laid off shall continue their health and welfare benefits to the end of the earned benefits period and shall be offered COBRA at the end of that time.
10. Employees designated for layoff and/or reduction in hours/work year shall be allowed paid release time to seek alternative employment.
11. Upon the affected bargaining unit employee's request, the employee subject to layoff shall receive District- provided in-service training to enable them to meet the minimum qualifications for other bargaining unit positions.
12. The District shall provide assistance in resume writing, testing and interviewing skills and techniques.
13. The District shall provide each laid off employee with a letter of recommendation upon request of the employee.
14. Each employee laid off from a full position may receive a severance pay equivalent to [SPECIFY SALARY FOR A SET NUMBER OF WEEKS/MONTHS].
15. Laid off employees who are rehired within 39 months shall have all contractual rights and benefits (e.g., longevity, vacation, sick leave, etc.) bridged as though the employee had never been laid off.
16. Laid off employees and employees who are affected by a reduction in hours/work year shall retain all rights and benefits guaranteed to them by the California Education code, the CSEA/Employer collective bargaining agreement, and Employer policies and procedures.
17. An employee who takes a service retirement from California Public Employees' Retirement System (CalPERS), can be placed on a reemployment list, and reinstated from retirement if the retirement was a result of a layoff.
18. The District shall provide letters to the state Employment Development Department (EDD) and assistance with the completion of unemployment forms due to a reduction of hours or days or a full layoff.

Appendix I

Newman-Crows Landing Unified School District
Reclassification Review Form

Name:	Supervisor:
Current Classification (Title and Step):	Requested Move (Requested Step):
Campus/Department:	Work Phone Number:
Is the Immediate Supervisor Statement signed? (Required) <input type="checkbox"/> YES <input type="checkbox"/> NO	

Employee's Statement

In three to five sentences below, briefly and accurately describe any essential job duties and/or functions that have been added, changed, or removed.

Job Functions: Duties and Responsibilities

The following information you provide is the most important part of this documentation. Please provide the information in a manner so that anyone reviewing this information will be able to understand. PLEASE CLEARLY INDICATE THROUGHOUT THE RECLASSIFICATION REVIEW FORM IF CHANGES IN DUTIES ARE TEMPORARY OR PERMANENT.

Avoid abbreviated, vague, or abstract words, such as “assists”, “handles”, “keeps”, or “prepares” unless you describe in more detail. For example:

BE SPECIFIC & CONCISE (see below)

- Receives, opens, time stamps, and distributes incoming mail.
- Calculates, verifies, and posts billing amounts.
- Maintains accurate records on the flow of input information, output records, machine operations, operator assignments, and staff time.

DON'T BE VAGUE (see below)

- Assists in handling mail
- Prepares final billings
- Keeps records

It is the responsibility of the employee to submit completed and signed documentation to Human Resources by January 31st.

Other duties: List other tasks/duties not previously listed that you perform occasionally as part of your job.

Task/Duty	Estimate time spent on duty

IMPACT AND SCOPE

List services and/or any work products directly generated as a result of the tasks and duties you perform (e.g., policies, guidelines, budgets, reports, letters, memos, computer-generated printouts, profit and loss statements, etc.). List the receiver/contact for each of these services/work products (include internal and external contacts).

Services/Work Product(s)	Internal Contact's Name/Title	External Contact's Name/Company

Authority: Has your level of authority changed from what is indicated in your most recent job description? (e.g., decision making authority; ensure compliance with laws, codes, and standards; supervisory or lead authority, etc.)

YES NO

If yes, describe changes in level of authority below:

Budget: Has your level of budget authority changed from what is indicated in your most recent job description? (e.g., plan, model, prepare, review, monitor, approve, etc.)

YES NO

If yes, describe changes to duties and responsibilities below:

Amount of operating budget for which you are responsible if any \$ _____

What type of supervision/lead do you provide? Please select all of the supervisory/lead duties you perform, the level of your authority, and indicate whether you perform this activity for employees, non-employees, or both.

Duty	No Authority	Recommend	With Prior Approval	On Own Authority	Employee or Non-Employee
Plan and/or schedule work for others on specific projects.					<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee
Plan and/or schedule work for others on a daily basis.					<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee
Assign or delegate work to others on specific projects.					<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee
Assign or delegate work to others on a daily basis.					<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee
Supervise work of others on specific projects or on a daily basis.					<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee
Establish rules, procedures, and/or standards.					<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee
Approve overtime and/or leave.					<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee
Evaluate performance.					<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee
Take corrective action.					<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee
Resolve complaints and/or problems.					<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee
Other (Specify)					<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee
Other (Specify)					<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee
Other (Specify)					<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee

PLANNING/DECISION MAKING

If you develop or assist in developing policies or procedures for your functional area or the organization as a whole, describe this activity below:

List below any formal guidelines, standards, regulations, etc. within which your job must be performed:

EMPLOYEE STATEMENT

If there are other NEW OR REMOVED aspects of your job not covered in this documentation that are important in understanding your job content, please describe below.

Employee Signature: _____

Date of completion: _____

IMMEDIATE SUPERVISOR'S STATEMENT

<u>Employee Name:</u>	<u>Supervisor's Name and Title:</u>
<u>Employee's Current Classification</u>	<u>Supervisor's Phone Number:</u>
<u>Employee Work Phone Number:</u>	<u>Campus/Department:</u>

SUPERVISOR RESPONSIBILITY

It is the responsibility of the supervisor to inform the department of Human Resources that a reclassification request has been submitted solely if they are submitting it on behalf of the position/employee.

1. Under no circumstances should you change or alter the employee's document.
2. Do not make statements or comments about the employee's work performance, competence, or qualifications.
3. This document will be used to evaluate the **duties that constitute the position**, not the performance or qualifications of the employee. Attach additional sheets if necessary.

Does the current job description accurately reflect the tasks, duties, and responsibilities that are actually required of this position? If not, please clarify:

Do you agree with the other additional information given by the employee? If not, please clarify:

What, if any, additional information should be considered?

Supervisor Signature: _____

Date of completion: _____