

Agreement between the



BOARD OF EDUCATION

and the



**CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION
CHAPTER #475**

Through June 30, 2022

Includes Nov. 2021 Updated MOU

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by Article Number

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ARTICLE I

RECOGNITION AND SCOPE OF REPRESENTATION

A. The District confirms its recognition of CSEA as the exclusive representative of classified employees as set forth in Board Resolution #4 dated July 7, 1976, and acknowledges that CSEA is the exclusive bargaining representative for all classified employees, except employees classified as:

Management

Supervisory

Confidential Employees

Short Term*

Substitute*

"Substitute employee," as used in this section, means any person employed to replace any classified employee who is temporarily absent from duty.

"Short-term employee," as defined in California Education Code, Section 45103.

*Education Code #45103 states in part:

B. The District shall notify CSEA of any newly created positions. Newly created positions will be designated by the District subject to the unit clarification procedures of the Public Employment Relations Board.

C. The scope of representation shall be limited to matters relating to wages, hours, and other terms and conditions of employment. "Terms and conditions of employment" means health and welfare benefits as defined in section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to section 3546 of the Rodda Act, and procedures for processing grievances.

1 **Recognition and Scope of Representation (Cont'd)**

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D. All matters not specifically enumerated are reserved to the District and may not be a subject of meeting and negotiating. However, nothing may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation or to consult with other employee organizations or employees.

ARTICLE II
CSEA OBLIGATIONS

1
2
3
4 A. CSEA shall file with the District Office annually and keep current the following
5 information:

6
7 I. Name, mailing address, and telephone number of CSEA Roseville Chapter
8 #475, CSEA local Field Office, and State CSEA.

9
10 2. Name, mailing address, and telephone numbers of the officers and
11 representatives of Roseville Chapter #475 of CSEA.

12
13 B. Any CSEA correspondence related to the negotiation process including requests
14 for information but excluding grievances, shall be directed to the Superintendent
15 with a copy provided to the District representative. CSEA correspondence related
16 to District operations shall also be directed to the Superintendent.

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ARTICLE III

ASSOCIATION PRIVILEGES

- 1
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- 5 A. The Association may use school buildings for meetings subject to the facilities use
6 or civic center permit regulations.
- 7
- 8 B. On work sites of Association members, one bulletin board or section thereof shall
9 be designated as the bulletin board available for the Association to post
10 Association-to-membership communications. Copies of all such material will be
11 submitted to the site supervisor at the time of posting, or shown to the site
12 supervisor at the time of posting. The authorized Association representative shall
13 be responsible for the posting and contents of all such communications.
- 14
- 15 C. The Association may use the District mail service and employee mail boxes for
16 Association-to-membership communications, provided that the communication
17 bears the name of the Association. A copy of each item so distributed will be
18 submitted to the principal or supervisor no later than the time of distribution,
19 provided that it is not in a sealed envelope.
- 20
- 21 D. School equipment may be used for official Association business if there is no
22 conflict with other school use, and upon notification and prior written approval from
23 the site supervisor. The Association shall use its own supplies, or pay for any
24 District materials used. The Association shall pay for any damage incurred to the
25 equipment as a direct result of the use or misuse of equipment by the Association
26 representative.
- 27
- 28 E. The District agrees to provide the CSEA President with four (4) copies of the
29 directory when such directory is completed and made available to the staff, at no
30 charge.
- 31
- 32 F. The District agrees to provide the CSEA with a list of the names of newly hired unit
33 employees each month. List will include: Full name, date of hire, classification or
34 title, work site location(s), work schedule, e-mail address,

1 **Association Privileges (Cont.)**

2
3 home address and phone number.

4
5 G. The District shall provide a seniority list for each classification to the Association.
6 The seniority list shall be updated and distributed by October 1st and February 1st
7 of each school year.

8
9 H. Official representatives of the Association visiting a work site shall follow the
10 school's or department's procedures for visitors.

11
12 I. The District agrees to furnish each bargaining unit member with a copy of this
13 agreement within thirty (30) days of its ratification. The District agrees to furnish
14 each bargaining unit member a copy of any changes to this agreement upon
15 ratification of the changes unless other arrangements are made by the parties.
16 The District agrees to furnish each new employee of the bargaining unit a copy of
17 this agreement after employment.

18
19 J. Whenever notice is required to the District or the Association under this Agreement
20 or by law, and no form of notice is otherwise designated, notice to the District shall
21 be written notice made by personal delivery or first class mail to the District
22 Superintendent and notice to the Association shall be specific written notice made
23 by personal delivery or first class mail to the President of C.S.E.A. Chapter #475.

24
25 K. The District agrees to provide each new bargaining unit member, upon
26 employment, information concerning the Association as provided by the
27 Association.

28
29 L. If the District provides a new employee orientation for classified staff, CSEA will
30 be invited to speak with new employees at the end of the orientation session.

ARTICLE IV
DISTRICT RIGHTS

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The public school employer retains the right to manage the District and direct the activities of the employees except as limited by the terms and conditions of this agreement.

ARTICLE V

HOURS

A. The normal work week shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. The regular work day and work week may be extended on an overtime basis.

B. Each employee shall be assigned a fixed, regular, and ascertainable minimum number of hours. A temporary assignment for an exchange of hours to facilitate the educational program of the District may, by mutual agreement, be scheduled by the supervisor. The District shall make every effort to fill consistently the vacancy on an on going basis until such time as the employee returns.

All positions will be assigned on the basis of minimum 1/4 hours increments; i.e., 3 hours, 3-1/4 hours, 3-1/2 hours, etc. This provision will not reduce the hours of any current employees, nor will it reduce the hours of vacated positions.

C. 1. Any hours which an employee works above and beyond eight (8) hours per day or forty (40) hours per week shall be compensated at 1-1/2 times the regular rate. Any such hours must normally have prior approval of the immediate supervisor. Employees who work overtime without the prior approval of their supervisor may not be compensated for the time worked.

2. This provision is effective for evaluations occurring during or after 1992. District initiated overtime, as opposed to site level overtime, shall be assigned as need dictates by District level supervisor. Only employees possessing necessary skills or knowledge and not having an overall unsatisfactory evaluation will be considered for the overtime assignment. In the event more than one employee possesses skills or knowledge needed to complete such an assignment, the assignment shall be made on a rotational system based upon seniority within the classification. The list will be established starting with the most senior employee and working down

1 **Hours (Cont'd)**

2 the list with each assignment. When an overtime assignment is offered to
3 an employee, the employee has the right of refusal of the assignment, with
4 an employee refusing moving to the bottom of the rotational list. If all
5 qualified employees refuse the assignment, and the assignment must be
6 completed, the supervisor shall assign the first qualified person on the
7 rotational list to the assignment. Overtime needed to complete a specific
8 task already begun by an employee may, at the discretion of the supervisor,
9 be completed on overtime assignment by that employee. This overtime will
10 not affect an employee's position on the rotation list.

11
12 3. Extra Time: Whenever feasible, extra time will be distributed to employees
13 who wish to work additional hours. Any such extra hours, beyond an
14 employee's contracted hours, must have prior supervisor approval.

15
16 4. Short-term projects: The District will strive to use qualified regular part-time
17 employees to complete short-term projects in lieu of hiring substitutes
18 whenever practical.

19
20 D. All employees working five (5) hours or more per day shall be entitled to a lunch
21 period of not less than ½ hour. Lunch periods shall be granted at approximately
22 the midpoint of the work shift.

23
24 E. 1. Employees working three (3) consecutive hours but less than four (4)
25 consecutive hours shall be entitled to at least a five (5) minute break.

26
27 2. Employees working four (4) or more hours but less than seven (7) hours per
28 day shall be entitled to a ten (10) minute rest break. Employees working
29 seven (7) hours or more per day shall be entitled to two (2) rest breaks of
30 ten (10) minutes each during the day.

31
32 3. Insofar as practical, rest breaks shall be scheduled in the middle of the work
33 period.

1 **Hours (Cont'd)**

2
3 4. If a recess period falls within an instructional aide's work period, the aide
4 will be granted the appropriate rest break, if any, during a part of that
5 recess.

6
7 5. The District shall make every effort to ensure that break times are made
8 available so that employees are able to take the breaks to which they are
9 entitled.

10
11 F. An employee who works a minimum of thirty (30) minutes per day in excess of
12 their part-time assignment for a period of twenty (20) consecutive days or more
13 shall have their basic assignment changed to reflect the longer hours in order to
14 acquire employee benefits on a properly prorated basis.

15
16 G. Any employee called in to work on a day when the employee is not regularly
17 scheduled to work shall receive a minimum of two (2) hour's pay at the appropriate
18 rate of pay under this agreement. All hours worked on holidays designated by this
19 agreement shall be compensated at one and one-half (1-1/2) times the regular rate
20 of pay plus holiday pay for those eligible.

21
22 H. Any employee called back to work to provide services which do not continuously
23 precede or follow an employee's regularly scheduled shift shall receive a minimum
24 of two (2) hour's pay at the appropriate rate.

25
26 I. 1. Notwithstanding the provisions of Section A of this Article, the work week
27 shall consist of not more than five (5) consecutive days for any employee
28 having an average work day of four (4) hours or more during the work
29 week. Such employee shall be compensated for any work required to be
30 performed on the sixth or seventh day following commencement of the work
31 week at a rate equal to one and one half (1-1/2) times the regular hourly
32 rate of pay for the employee designated and authorized to perform the
33 work.

1 **Hours (Cont'd)**

2
3 2. An employee having an average work day of less than four (4) hours during
4 a work week shall, for any work required to be performed on the seventh
5 day following the commencement of their work week, be compensated at a
6 rate equal to one and one half (1-1/2) times the regular rate of pay of the
7 employee designated and authorized to perform the work.
8

9 J. Minimum days for students shall not be minimum days for employees.
10

11 K. 1. For the purpose of computing the number of hours worked, all time during
12 which an employee is in paid status shall be considered as hours worked,
13 with the exception of overtime.
14

15 2. In order to accomplish maintenance projects made more difficult when
16 classes are in session, the District may alter the regular five (5) day, eight
17 (8) hour work week to a four (4) day, ten (10) hour work week on a
18 temporary basis. Assignments shall be made on a rotational basis.
19

20 L. 1. Any regular eight (8) hour per day employee whose daily shift commences
21 at one (1:00) p.m. or later, shall receive an additional five (5%) percent of
22 base salary as a night-shift differential.
23

24 2. The District may alter regular work hours when school is not in session to
25 allow work to be completed earlier in the day. Exceptions to the above will
26 be considered on a case-by-case basis.
27

28 M. When compensatory time off is authorized in lieu of cash compensation, such
29 compensatory time off shall be granted by June 30 of each year following the
30 month in which the overtime was worked and without impairing the services
31 rendered by the employing District. If compensatory time off is not granted or
32 taken, it shall be paid to the employee.
33
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1 **Hours (Cont'd)**

2
3 **N. 261 DAY WORK YEAR FOR TWELVE MONTH EMPLOYEES**

4 Twelve-month employees are paid for a two hundred and sixty (260) day work
5 year. However, some years the calendar actually results in a two hundred and
6 sixty-one (261) day work year. This section only applies to years with more than
7 260 calendared work days.

8
9 1. The District agrees to allow the employee to schedule additional time off
10 equal to the time in excess of 260 days, in full work day increments, to be
11 taken at a time mutually agreed upon between the supervisor and the
12 employee.

13
14 In order to qualify for the "261" floating holiday, the employee must have
15 been employed on or before July 1 of that year. Employees in probationary
16 status employed on or before July 1 will be eligible to take the "261" floating
17 holiday after they attain permanent status. This benefit needs to be taken
18 during the current work year and can not be carried over from year to year.

19
20 2. If a mutually agreed upon time can not be reached by the employee and
21 their supervisor, the Assistant Superintendent, Personnel Services, will
22 review the interests of each party and determine a time when the employee
23 shall take this additional day or days off.

24
25 3. The intent of the time off is not to have a negative impact upon the
26 instructional program and/or operational needs of the District. Every effort
27 will be made to ensure that the implementation of the above language will
28 result in no additional cost to the District (i.e.: costs of substitutes, etc.).

29
30 4. An employee who has exercised their right to take a floating holiday during
31 a 261 day work year and whose employment ends prior to being in a paid
32 status for 260 work days of that year, shall have their final compensation
33 adjusted accordingly.

1 **Hours (Cont'd)**

2
3 O. BUS DRIVER HOURS

- 4
- 5 1. District has the flexibility to assign seven (7) or more hour drivers to six to
6 eight (6 - 8) hours per day without negatively impacting benefits. If
7 additional time is assigned, holidays and paid leaves will be increased
8 accordingly after twenty (20) consecutive days.
- 9
- 10 2. Less than seven (7) hour drivers:
11 District has flexibility to:
- 12
- 13 a. Add up to one hour as needed.
14 Benefits will be increased after twenty (20) consecutive days.
- 15
- 16 b. Decrease up to one hour with no decrease in benefits.
- 17
- 18 3. If more than one hour is added, time becomes part of regular assignment
19 after twelve (12) weeks. Time will be granted in fifteen (15) minute
20 increments.
- 21
- 22 4. If additional hours are available, hours will be assigned first to drivers who
23 have had hours reduced.
- 24
- 25 5. Decreases over one hour will be handled in accordance with Article XXII,
26 Layoff and Reemployment.

27

28 For purposes of this section, benefits include insurances, holidays, and paid leaves.

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ARTICLE VI
EVALUATION PROCEDURES

A. New employees shall be on probationary status for six (6) work months from date of employment. An employee will serve a six (6) month probationary period upon promotion, which will not affect his or her permanent status in the District.

B. Probationary employees will be evaluated at least twice during their probationary period and once during their first year of permanent employment. Employees whose probationary evaluation reflects "unsatisfactory" or "needs improvement" ratings may be required, at the discretion of the District, to serve an additional probationary period. The probationary period will not exceed one (1) calendar year.

C. Thereafter, permanent employees with a current satisfactory evaluation shall be evaluated every third (3rd) year by their immediate supervisor. Evaluations shall be completed prior to May 15, except for employee and/or supervisor absence which could reasonably be construed to delay the completion of the evaluation. No evaluation will be undertaken for arbitrary or capricious reasons.

- 1. Cycle for Current Permanent Employees
 - 05-06 J – Q
 - 06-07 R – Z
 - 07-08 A – I

D. After conferring with the Superintendent or Assistant Superintendent, a supervisor may develop an Assistance Plan with a permanent employee to address areas of concern. If areas of concern are not improved through the Assistance Plan, then a follow-up conference shall be scheduled no later than two (2) months to re-evaluate the overall job performance. If the employee receives an overall rating of unsatisfactory, then the District may move for dismissal.

1 **Evaluation Procedures (Cont'd)**

2

3 E. If the employee receives an overall evaluation of "needs improvement," then a
4 follow-up conference shall be scheduled no later than three (3) months to re-
5 evaluate only those areas marked "needs improvement" or "unsatisfactory." If
6 areas of concern have not improved to satisfactory, then the employee shall
7 receive an overall evaluation of unsatisfactory. If the employee receives an overall
8 evaluation of "unsatisfactory," then a follow-up conference shall be scheduled no
9 later than two (2) months to re-evaluate the overall job performance. If the
10 employee does not receive an overall rating of satisfactory, then the District may
11 move for dismissal. The employee may have Union representation present during
12 any evaluation conference.

13

14 F. Reasons for any "unsatisfactory" or "needs improvement" ratings and specific
15 recommendations for improvement shall be part of the written evaluation.

16

17 G. In addition, a permanent employee may be evaluated more often where an overall
18 "unsatisfactory" or "needs improvement" rating was given or after the supervisor
19 discusses the need for reevaluation with the Superintendent or Assistant
20 Superintendent.

21

22 H. No evaluation of any employee shall be placed in the employee's personnel file
23 without an opportunity for discussion between the employee and the evaluator.

24

25 I. The employee's signature on the evaluation form does not signify agreement with
26 the evaluation but merely indicates that review and evaluation has taken place.

27

28 J. If an employee disagrees with the completed evaluation, the employee may submit
29 a signed, written statement, which will be attached to the evaluation prior to
30 placement in the employee's personnel file. The employee may notify the
31 supervisor if such statement is forthcoming and shall submit it within five (5)
32 working days after receipt of the evaluation.

33

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1 **Evaluation Procedures (Cont'd)**

2

3 K. Employees must be informed of any derogatory material to be placed in the

4 employees' personnel file. Employees have ten (10) working days to have their

5 written response attached to such material.

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ARTICLE VII

PROBLEM RESOLUTION/GRIEVANCE PROCEDURE

The Problem Resolution Procedure involves an informal and formal process. The informal process utilizes the basic philosophy of the interest-based problem-solving model. The formal process utilizes the traditional grievance procedures. The employee has the right to have representation present at any level.

INFORMAL PROCESS

The District and the Association encourages the use of the interest-based problem-solving model. However, the use of the informal process is not a prerequisite to the formal process. Both groups recognize that the success of the interest-based problem-solving model is dependent upon open communication between all parties and a willingness to objectively discuss the issue(s) or concern(s) and work together toward a viable solution.

STEP I: An employee who believes there is a possibility of filing a grievance shall present the concern orally to the immediate supervisor within fifteen (15) working days after the alleged violation. The immediate supervisor and employee shall meet within three (3) working days in an attempt to resolve the matter. During this conference the employee and immediate supervisor will informally follow the interest-based problem-solving model by:

- Clearly stating the area(s) of concern
- Having open dialogue about interests of each party
- Share possible solutions to the problem
- Employee may have representation at this step

STEP II: In the event a resolution is not reached at Step I, the employee may request within five (5) working days from the date of the meeting in Step I that the Assistant Superintendent Of Personnel meet with the employee, a representative of the Association, and the employee's immediate supervisor to engage in the interest-based problem-solving model. The meeting shall

1 **Problem Resolution/Grievance Procedure (Cont'd)**

2
3 occur no later than ten (10) working days from the request. The interest-
4 based problem-solving model shall include the following steps:

- 5 1. Identify issue(s) or areas of concern
6 2. Discuss individual and mutual interests
7 3. Generate options
8 4. Clarify commitments
9

10 **FORMAL PROCESS**

11 The District and Association recognize that problems may not always be solved at the
12 informal steps. If an employee has chosen to follow the informal steps and remains
13 convinced that he/she has cause for a grievance, then the employee may choose to do
14 the following, beginning with Step II. If the informal process was not used, then the
15 employee must begin with Step I of the formal process.
16

17 **STEP I:** If an employee believes he/she has cause for a grievance, he/she shall file a
18 written grievance with his/her immediate supervisor within twenty (20)
19 working days of the alleged violation. The written information shall include:
20 a) a clear statement of the grievance, including names, dates, and places if
21 known, necessary for a complete understanding of the grievance; b) a listing
22 of the provision(s) of this agreement which are alleged to have been violated;
23 and c) a listing of the remedy(ies) requested of the District. The supervisor
24 shall respond in writing within five (5) working days after receipt of the
25 grievance. Within the above time limits the grievant or the supervisor may
26 request a conference with the other party. If resolution was not reached, the
27 employee may proceed to Step II.
28

29 **STEP II:** If the informal process was used: File a grievance with the Superintendent
30 or designee within ten (10) working days from the date of the informal Step II
31 meeting.
32

33 If the informal process was not used: File a grievance with the
34

1 **Problem Resolution/Grievance Procedure (Cont'd)**

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3 Superintendent or designee within ten (10) working days from the receipt
4 of the written response in Step I of formal process. The written information
5 shall include: a) a clear statement of the grievance, including names,
6 dates, and places if known, necessary for a complete understanding of the
7 grievance; b) a listing of the provision(s) of this agreement which are
8 alleged to have been violated; and c) a listing of the remedy(ies)
9 requested of the District. The Superintendent or designee shall
10 communicate a decision within ten (10) working days after receiving the
11 grievance. Within the above time limits the grievant, superintendent, or
12 superintendent's designee may request a conference with the other party.

13
14 **STEP III:** If a grievance is not resolved at Step II, the grievant, with the approval of the
15 Association, may request in writing a hearing before an advisory arbitrator.
16 The written request shall be filed in the Office of the Superintendent within
17 ten (10) working days after receipt of the decision at Step II.

18
19 The advisory arbitration proceeding shall be conducted by an arbitrator
20 which may be mutually selected by the parties. If the parties fail to reach
21 agreement on an arbitrator within ten (10) working days, the American
22 Arbitration Association will be requested to supply a list of names. The
23 American Arbitration Association, Voluntary Rules of Arbitration shall apply.
24 The District and the Association will share equally in payment for the fees
25 and expenses of the arbitrator. All other costs shall be paid by the party
26 incurring them.

27
28 ADVISORY ARBITRATION

29 It shall be the function of the arbitrator to make a recommendation to resolve the
30 grievance. Such recommendations are advisory only.

31
32 A. The arbitrator shall have no power to add to, subtract from, or modify any of the
33 terms of this contract.

1 **Problem Resolution/Grievance Procedure (Cont'd)**

2
3 B. If the District should dispute the arbitrability of the grievance, such a claim shall
4 be heard and a ruling given by the arbitrator prior to any hearing on the grievance.
5

6 C. Either party may request a certified court reporter to record the entire arbitration
7 hearing. The cost of the services and expenses of such court reporter shall be
8 paid by the party requesting the reporter or shared by the parties if they mutually
9 agree. If the arbitrator requests a court reporter, then the costs shall be shared by
10 both parties.
11

12 D. Upon receipt of the arbitrator's recommendation, the Board of Education shall
13 render its decision within thirty (30) days. It alone has the power to render a final
14 and binding determination of a grievance within this procedure. The
15 recommendation of the arbitrator shall only be advisory and if, upon review, the
16 Board of Education determines that it is unable to render a final determination on
17 the record, it may reopen the record for the taking of additional evidence. Nothing
18 herein shall abrogate the right of the grievant to pursue the grievance in a court of
19 competent jurisdiction.
20

21 GENERAL INFORMATION

22
23 A. For the purpose of this agreement, the term "grievance" means an allegation by an
24 employee or the Association that he/she has been adversely affected by a
25 violation, misinterpretation, or misapplication of the written terms and conditions of
26 this agreement.
27

28 B. The District shall grant reasonable release time for grievance processing.
29

30 C. If the grievance arises from an action of authority higher than the supervisor, the
31 employee may present such grievance at Step II of the formal process.
32
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1 **Problem Resolution/Grievance Procedure (Cont'd)**

2
3 D. Time limits provided in this agreement may be extended by mutual written agreement
4 of the parties. Failure at any step of this procedure by the District to communicate
5 the decision on a grievance within the specified time limit shall cause the grievance
6 to automatically move to the next level. Any grievance not advanced when due on
7 behalf of CSEA/grievant response from one step to the next within the time limits
8 of that step shall be deemed null and void, and the grievant thereby waives the
9 right to appeal.

10
11 E. Nothing contained herein shall deny employees their rights under state or federal
12 constitutions or laws.

13
14 F. The grievant shall be present at each grievance conference or hearing. Each
15 grievance, conference, or hearing shall be scheduled at a mutually agreeable time
16 when all parties will be present.

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ARTICLE VIII

VACATIONS

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A. Employees shall be entitled to an annual vacation at regular pay. Employees in a paid status for fifty percent or more of their assigned workdays earn one year of vacation credit for vacation schedule movement. Vacation leave shall be as follows:

| | |
|-----------------------------------|---------|
| First through Fifth Year | 12 days |
| Sixth through Tenth Year | 16 days |
| Eleventh through Fourteenth Year | 18 days |
| Fifteenth through Nineteenth Year | 20 days |
| Twenty years and above | 22 days |

Effective July 1, 2008

B. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next school year or be paid in cash at the option of the employer.

C. Earned vacation shall not become a vested right until completion of the probation period of six (6) months. Pro-rated vacation for employees working less than twelve (12) months shall be included in their computed pay.

Eleven and one-half month Food Service employees will earn vacation prorated to eleven and one-half months and will take vacation like twelve month employees. If an eleven and one-half month employee goes to a ten or eleven month position, the vacation they have accrued and have not taken will be reimbursed by the district or the employee will be allowed to take the remaining days according to provisions in Article VIII.

D. If an employee's vacation becomes due when he/she is on leave due to injury or illness, the District will, upon request, change the employee's vacation date in accordance with vacation dates available.

1 **Vacations (Cont'd)**

2
3 E. When an employee leaves District service, he/she shall be entitled to a lump sum
4 payment for all earned and unused vacation leave, or upon mutual agreement of
5 the employee and the District, the employee may be allowed to take vacation for
6 the number of days accumulated prior to termination.

7
8 F. A permanent employee may elect to carry over no more than ten (10) days of
9 vacation to the following fiscal year.

10
11 G. Twelve (12) month employees shall have the option of using vacation days during
12 the school year as mutually agreed. Approval shall not be unreasonably withheld.
13 Custodians may take a maximum of four (4) days vacation during Winter Break.

14
15 1. Vacation will not normally be granted during the week before school starts,
16 the first week of school, the last week of school and the first week after
17 school is out.

18 ▶ Where two or more employees working in the same classification at
19 the same site are eligible for vacation, all of these employees may
20 not be scheduled for vacation at the same time. The scheduling of
21 vacation dates between those employees at the same site shall
22 alternate from year to year. If employees change sites, the previous
23 year's vacation schedule shall be reviewed and the employee who
24 had those scheduled vacation dates the prior year will have to select
25 alternate dates. In cases that contract language does not apply,
26 seniority will be the determining factor.

27
28 ▶ All vacation days shall be mutually agreed upon by the employee's
29 immediate supervisor. Approval shall not be unreasonably withheld.

30
31 H. Vacation planning calendars will normally be distributed to employees by March
32 1st. Employees should submit tentative vacation requests for June and the
33 ensuing school year to their immediate supervisor and Principal by March 15th.
34 Dates may be changed on a case-by-case basis. Employees are still required to
35 submit a Request for Leave (Form #50) prior to planned vacation.

1 **ARTICLE IX**

2 **HOLIDAYS**

3
4 A. The District agrees to provide eligible employees with the following paid holidays:

- 5 1. Admission Day*
- 6 2. Labor Day
- 7 3. Veteran's Day
- 8 4. Thanksgiving Day
- 9 5. The Friday after Thanksgiving Day
- 10 6. Christmas Eve Day
- 11 7. Christmas Day
- 12 8. New Year's Day
- 13 9. Lincoln's Birthday
- 14 10. Presidents' Day (third Monday in February)
- 15 11. Memorial Day
- 16 12. Independence Day
- 17 13. Martin Luther King Day - effective 7/1/86

18
19 * To be observed Friday of spring recess

20
21 B. Every day declared by the President or Governor of this state as provided for in
22 subdivisions (b) and (c) of Section 37220 of the Education Code which requires
23 schools to be closed and any day declared a holiday by the governing board under
24 Education Code 37222 and 45203 which requires the schools to be closed shall be
25 a paid holiday for eligible employees.

26
27 C. To be entitled to any paid holiday, an employee must be in a paid status during any
28 portion of the working day immediately preceding or succeeding the holiday.

29
30 D. Regular employees of the District who are not normally assigned to duty during the
31 school recess period during the school holidays of December 24, 25 and January
32 1 shall be paid for those three (3) holidays provided that they were in a
33
34
35

1 **Holidays (Cont'd)**

2

3

paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

4

5

6 E.

When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

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11 F.

The District shall submit to the Association its proposed calendar for the following year prior to its adoption.

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ARTICLE X
LEAVES

LEAVE OF ABSENCE FOR (SICK LEAVE) ILLNESS OR INJURY (NON-INDUSTRIAL)

1. As provided in Section 45191 of the Education Code, every classified employee employed five (5) days a week by the District shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render services to the District, with full pay for a fiscal year of service.
2. A classified employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
3. A classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
4. Pay for any day of such absence shall be the same as the pay, which would have been received, had the employee served during the day.
5. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled pursuant to this Article, until the first day of the calendar month after completion of six (6) months of active service with the District.
6. If such employee does not take the full amount of leave allowed in any year under this Article, the amount not taken shall be accumulated from year to year.

Leaves (Cont'd)

- 1 7. Transfer of sick leave credits: Earned leave of absence credits shall be transferred
2 as set forth in Section 45202 of the Education Code.
3
- 4 8. Each employee whose regular assigned shift begins at or before 8:00 am shall
5 notify the District answering service as soon as possible prior to his/her assigned
6 shift beginning if he/she is unable to perform his/her work. For those employees
7 assigned a shift beginning after 12 noon, notification of absence shall be provided
8 the District as soon as possible prior to his/her assigned shift beginning if he/she is
9 unable to perform his/her work.
10
- 11 9. Each employee shall complete and submit a District approved form as a claim for
12 salary during absence due to illness or injury for each such absence.
13
- 14 10. The Superintendent or the immediate supervisor of the employee may require a
15 physician's or other verification as to an employee's claimed reason for absence
16 under this Article in any situation when it is believed that no valid grounds exist for
17 the employee's claimed absence. Such verification shall be made within five (5)
18 days of the demand.
19
- 20 11. Each employee shall receive a statement of entitled and accumulated sick leave,
21 along with the compensation information sheet, once a year.
22
- 23 12. Any employee who works a full school year; i.e., 10 or 12 months, depending upon
24 classification and status, who does not use more than two (2) days of personal
25 business or any leave that is charged against his/her sick leave accumulated
26 balance during that school year, shall receive a personal floating holiday and shall
27 be used during the subsequent school year. This personal holiday shall be taken
28 at a time mutually agreed to between the employee and his/her supervisor and
29 taken in assigned full work day increments.
30
- 31 13. If an employee is determined to have used an excessive amount of sick leave prior
32 to a weekend, after a weekend, or any other predictable pattern, they may be
33 subject to progressive disciplinary procedures, in accordance with Article XXIV,
34 Discipline of Permanent Employees.

Leaves (Cont'd)

1
2 14. If an employee is determined to have been frequently and/or predictably absent
3 from work, progressive disciplinary procedures may be considered.
4

5 FAMILY AND MEDICAL LEAVE

6 Employees who have completed one year of service and at least 1,250 hours of paid
7 service during the previous one year period for the District have the right to request an
8 unpaid leave of absence for up to 12 work weeks within a 12-month period for the
9 purpose of caring for a new baby, a newly adopted baby, or a newly placed foster child or
10 for a child, spouse, parent, or employee with a serious health condition.
11

12 Health insurance coverage shall be maintained and paid for by the District for the duration
13 of the leave not to exceed 12 work weeks in a 12-month period. The District may recover
14 the premium paid for the employee during the leave if the employee fails to return from
15 leave after the period of leave has expired for a reason other than the continuation,
16 recurrence, or onset of a serious health condition that entitles the employee to leave or
17 other circumstances beyond the control of the employee.
18

19 There is no carry-over of unused leave. Family Care Leave does not accumulate from
20 year to year.
21

22 "Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, or
23 other person who stood in loco parentis to the employee when the employee was a child.

24 "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of
25 an employee standing in loco parentis who is either under 18 years of age or is an adult
26 dependent child who is incapable of self-care because of a mental or physical disability.
27

28 If both parents of a child who are entitled to Family Care Leave under the first paragraph
29 of this article are employees of the District, the District shall not be required to grant leave
30 in connection with the birth, adoption, or foster care of a child that would allow the parents
31 Family Care Leave totaling more than a combined total of twelve work weeks in a twelve-
32 month period specified in the first paragraph of this article.
33

34 The employee shall provide reasonable advance notice to the District of the need for

Leaves (Cont'd)

1 Family Care Leave, the date the leave will commence, and the estimated duration of the
2 leave. If the need for a leave becomes known more than thirty (30) days prior to the date
3 a leave is to begin, the employee must provide at least thirty (30) days written advance
4 notice.

5
6 If verification is required by the District to verify the serious illness of the child, spouse,
7 parent, or employee, the District may accept medical verification by the treating health
8 professional.

9
10 Seniority protection - This leave does not constitute a break in service for seniority under
11 any collective bargaining agreement or employee benefit plan.

12
13 Family Care is an unpaid leave of absence unless an employee elects to use accrued
14 vacation or other appropriate paid leave. When available paid leave is exhausted, the
15 balance of the family leave, if any, is unpaid.

16
17 Employees who do not qualify for the Family Leave Act may be eligible for other leave
18 provisions provided by the contract. Pregnancy and Maternity Leave is in addition to
19 provisions of the Family and Medical Leave Act. (Refer to Article X, Pregnancy and
20 Maternity Section.)

21
22 An employee, upon ability to resume the duties of a position within the class to which
23 he/she was assigned, may do so at any time during the leaves of absence granted under
24 Paragraph 3 of the Leave of Absence contract provision, upon submission to the District
25 of a physician's release to return to duty, and time lost shall not be considered a break in
26 service. He/she shall be restored to a position within the class to which he/she was
27 assigned and, if at all possible, to his/her position with all the rights, benefits, and burdens
28 of a permanent employee.

29 30 PREGNANCY AND MATERNITY LEAVE

31
32 A leave of absence shall be granted to any employee for that period of time during which
33 the employee, in the judgment of her physician, is unable to perform her duties due to
34 pregnancy, termination of pregnancy or childbirth, and recovery therefrom.

Leaves (Cont'd)

- 1
- 2 1. The employee's allowable sick leave may be used for such leave.
- 3
- 4 2. The duration of the leave of absence, including the date on which the leave
- 5 shall commence, and the date on which the employee shall resume duties,
- 6 shall be determined by the employee and the employee's physician. The
- 7 employee shall notify the District Superintendent of the projected date on
- 8 which the leave is expected to commence and the probable date on which
- 9 such leave will terminate, such notice to be given not less than thirty (30)
- 10 days prior to the expected commencement date.
- 11
- 12 3. The employer may request at any time that the employee provide a written
- 13 statement from her physician attesting to the actual duration of the
- 14 employee's physical incapacity.
- 15
- 16 4. At the employee's request, and with the approval of the Board, she may be
- 17 granted a maternity leave without pay following or in lieu of a pregnancy
- 18 leave not to exceed twelve (12) months.
- 19

PERSONAL NECESSITY LEAVE

21 Sick leave may be used by the employee, upon prior approval in cases of personal
22 necessity. A maximum of ten (10) days of accumulated sick leave may be used in any
23 school year for reasons of personal necessity as set forth in Sections a., b., and c. below.

24 Up to seven (7) of these ten (10) days may be used in any school year for reasons of
25 personal necessity as set forth in Section d. below. The following are incidents in which
26 personal necessity leave may be used.

- 27 a) Death of a member of the employee's or spouse's immediate family as
- 28 defined in bereavement leave
- 29
- 30 b) Accident involving the employee's person or property, or the person or
- 31 property of a member of his/her immediate family
- 32
- 33 c) Serious or critical illness of a member of the immediate family. Serious or
- 34 critical illness shall be an illness, which an employee cannot reasonably be

Leaves (Cont'd)

1 expected to disregard and which requires the presence of the employee
2 during his/her assigned hours.

3
4 d) Required appearance in court as litigant or as a witness under an official
5 order, except where such appearance is a requirement of the District.

6
7 e) Employee may use two (2) days per year for the purpose of funeral
8 attendance outside the family definition.

9
10 The employee shall submit a completed personal necessity leave report form to the
11 school principal or immediate supervisor within three (3) working days prior to requesting
12 the leave. The principal or immediate supervisor will verify the request for necessity leave
13 and will make the appropriate recommendation on the leave form before forwarding it to
14 the District Office. The employee shall not be required to secure prior permission for
15 leave taken pursuant to sub-section a, b, or c above; however, the employee must submit
16 a completed absence form to the principal or immediate supervisor within five (5) working
17 days after return to duty. In situations where absence is due to subpoena or an official
18 order, the employee must provide evidence from a certified clerk or authorized officer of a
19 court or other governmental jurisdiction.

20 21 COMPELLING PERSONAL IMPORTANCE LEAVE

22
23 A. Compelling Personal Importance Leave not to exceed five (5) days per school year
24 may be used by the employee. No more than three (3) days may be used
25 consecutively. Compelling Personal Importance Leave shall be deducted from the
26 employee's accrued sick leave. The procedure for Compelling Personal
27 Importance Leave shall be the same as those for personal necessity leave, except
28 those employees using this leave may be required by the District to file a written
29 statement of explanation upon their return, submitted only to the Assistant
30 Superintendent, Personnel. Such statement shall be confidential. This leave shall
31 not be used for any of the following purposes:

- 32 1) Engaging in other employment
- 33 2) Work stoppage or strike
- 34 3) Any illegal activity

Leaves (Cont'd)

- 1 4) Any activity related to employee's District employment
- 2 5) CPI may not be used the week before school starts, the first week of
3 school, the last week of school, and the week after school is out. Staff
4 may use one (1) CPI day to attend a middle school, high school or
5 college graduation ceremony for their child or grandchild. The
6 graduation must be from an accredited institution. Staff may use up to
7 three (3) days CPI if travel is required beyond one hundred fifty (150)
8 miles one way. The District reserves the right to request evidence of
9 attendance at the graduation ceremony.
- 10 6) CPI may not be used to extend Fall, Winter or Spring Break or to
11 extend an employee's scheduled vacation.

12
13 B. The total number of days used for both Personal Necessity Leave and Compelling
14 Personal Importance Leave shall not exceed ten (10) days per school year.

15 16 PERSONAL BUSINESS LEAVE

17
18 Permission to be absent without pay may be granted for urgent personal reasons for a
19 maximum of one (1) month in any school year. Personal business leaves are not granted
20 to extend a vacation period or to provide additional days off immediately preceding or
21 following a holiday. Personal business leave may be granted for the following reasons:

- 22 1) Unavoidable transportation delay. (Notification by telephone must be made as
23 soon as possible.)
- 24 2) Marriage.
- 25 3) Attendance at graduation ceremonies involving a member of the immediate family.
- 26 4) Participation in college graduation ceremonies.
- 27 5) Attendance as officer or delegate at religious, civic, or fraternal convention.
- 28 6) Funeral attendance.
- 29 7) Emergency childcare problems, not related to illness. (Notification by telephone
30 must be made as soon as possible.)
- 31 8) Religious holiday.
- 32 9) Attendance at a wedding.
- 33 10) Taking examination.
- 34 11) Other reasons determined by the immediate supervisor or principal to be

Leaves (Cont'd)

1 appropriate and approved by the Superintendent. Such approval to be at the
2 discretion of the Superintendent.

3
4 The employee shall submit a completed personal business leave report form to the school
5 principal or immediate supervisor at least three (3) working days prior to requesting the
6 leave. The principal or immediate supervisor will verify the request for the leave and will
7 make the appropriate recommendation on the leave form before forwarding it to the
8 District Office for a determination. In any instance in which an employee has utilized
9 subsections a or g of this Article, the employee shall complete the personal business
10 leave report form within three (3) days of returning to work.

11 12 BEREAVEMENT LEAVE

13 A. Employees are entitled to a leave of absence not to exceed three (3) days, or five
14 (5) days if travel required is beyond 250 miles one way, on account of a death of
15 any member of their immediate family.

16
17 B. Employees will be entitled to five (5) days of leave of absence if family member is
18 the spouse or child of the employee.

19
20 C. No deduction shall be made from the salary of such employee nor shall such leave
21 be deducted from leave granted by other sections of this contract - Except as
22 provided under Section E of this Article.

23
24 D. Members of the immediate family, as used in this contract, means the mother,
25 father, grandmother, grandfather, or grandchild of the employee or of the spouse of
26 the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother,
27 brother-in-law, sister, or sister-in-law of the employee, a person who has fulfilled
28 the role of a parent, or any relative or person maintaining a bona fide family
29 relationship living in the immediate household of the employee.

30
31 E. Extension of the definition of "immediate family" may be made by the
32 Superintendent, or his/her designee, upon written request and justification by the
33 employee and will be considered on a case-by-case basis.

Leaves (Cont'd)

1
2 F. Employee may request extended bereavement leave up to five (5) days to be
3 charged against accumulated sick leave and after Personal Necessity Leave is
4 exhausted. If an employee has no sick leave, they may be granted upon request
5 up to five (5) days extended bereavement leave for which the rate for the substitute
6 is deducted from pay.

JURY DUTY

7
8
9 An employee shall be entitled to leave without loss of pay for any time the employee is
10 required to perform trial jury duty. To qualify for such paid leave, the employee shall pay
11 to the District the amount received for jury duty. Any meal, mileage, and/or parking
12 allowance provided the employee for jury duty shall not be considered in the amount
13 received for jury duty. Any day during which any employee in the bargaining unit whose
14 regularly assigned shift commences at 3:00 pm or after and who is required to serve all or
15 any part of the day on jury duty shall be relieved from work with pay. An employee
16 notified to appear for jury duty shall, within twenty-four (24) hours of receipt of such
17 notification, inform his/her immediate supervisor.

MILITARY LEAVE

18
19
20 An employee shall be entitled to any military leave provided by law and shall retain all
21 rights and privileges granted by law arising out of the exercise of military leave.

LEAVE OF ABSENCE FOR RETRAINING AND STUDY

22
23
24 The District recognizes that technological and other changes may occur which could
25 displace otherwise desirable bargaining unit employees. Accordingly, the Board will
26 encourage employees to prepare themselves for such changes, when necessary, by the
27 following procedures:

28 The Board of Trustees may grant a permanent employee in the bargaining unit a
29 leave of absence not to exceed one year for the purpose of permitting study by the
30 employee or for the purpose of retraining the employee to meet changing
31 conditions within the District consistent with the provisions of Sections
32 45380-45387 of the Education Code.

LEGISLATIVE LEAVE

33
34
35 Classified employees who are elected to the State Legislature shall be granted a leave of

Leaves (Cont'd)

1 absence. The leave of absence shall not affect his/her classification. Such employees
2 have the right within six (6) months after their term of office expires to return to the
3 position held at the time of their election and at a salary they would have been entitled to
4 had they not been elected to the Legislature.

ASSOCIATION LEAVE

5
6
7 The President of the Association shall be given five (5) days of released time per year.
8 In addition, release time shall be provided when necessary to permit the attendance of
9 two (2) Association Delegates at the Association's yearly statewide conference. When
10 possible, the President shall provide three (3) days advance notice to the Personnel
11 Office of his/her appointment of a designee to represent the Association. These days of
12 released time may be used in no less than two (2) hour periods.

EXTENDED SICK LEAVE

- 13
14
- 15 1. When an employee in this unit is absent from duty on account of illness or accident
16 for a period of five (5) months or less, whether or not the absence arises out of or
17 in the course of employment of the employee, the amount deducted from the
18 salary due the employee for any month in which the absence occurs shall not
19 exceed the sum actually paid a substitute employee employed to fill the
20 employee's position during the absence. Except as the District has in effect a
21 salary schedule for substitute employees, the amount paid the substitute employee
22 during any month shall be less than the salary due the employee absent from duty.
23 The five (5) month period of this leave shall commence on the first day after the
24 exhaustion of sick leave benefits under this article.

- 25
- 26 2. Entitlement to sick leave provisions under this Article, if any, shall be considered
27 "entitlement to other sick leave" for purposes of computing benefits under the
28 provisions of Section 45192 of the Education Code if the absence is for industrial
29 accident or illness and shall be used after entitlement to all regular sick leave,
30 accumulated compensation time, vacation or other available paid leave has been
31 exhausted.

- 32
- 33 3. In order to be entitled to extended sick leave, all available earned but unused leave
34 must be exhausted. The Superintendent or designee may request that the
35 employee provide a written statement from the attending physician attesting to the

Leaves (Cont'd)

1 actual duration and reason for the employee's absence in order to be entitled to
2 extended sick leave.

3 4 LEAVE OF ABSENCE FOR INDUSTRIAL ACCIDENT OR ILLNESS

5 In accordance with Section 45192 of the Education Code, classified employees shall be
6 entitled to leaves of absence for industrial accidents or illness, subject to the following:

- 7 1. Allowable leave shall be for not more than sixty (60) working days in any one fiscal
8 year for the same accident;
- 9
- 10 2. Allowable leave shall not be accumulated from year to year;
- 11
- 12 3. Industrial accident or illness leave will commence on the first day of absence;
- 13
- 14 4. During any paid industrial leave of absence, Temporary Total Disability checks will
15 be sent directly to the employee. The District must make an adjustment on the
16 payroll by reducing employee's regular check by the full amount of said benefit
17 check(s). The District will notify the County Office that the adjustment is for
18 Workers' Compensation and that the retirement contribution from the employee
19 must be adjusted to an amount equal to the full amount of pay before the
20 compensation benefit reduction. Workers' compensation benefits are not taxable
21 or subject to FICA, but the employee is entitled to full PERS retirement credit. If an
22 employee returns to work during the period for which they have received a benefit
23 check, the District will be invoiced for the overpayment, since the District will have
24 deducted full benefit from the employee's pay and the District, not the employee, is
25 responsible for overpayment;
- 26
- 27 5. Industrial accident leave will be reduced by one day for each day of authorized
28 absence regardless of a compensation award made under workers' compensation;
- 29
- 30 6. When an industrial accident leave occurs at a time when the full sixty (60) days will
31 overlap into the next fiscal year, the employee shall be entitled to only that amount
32 remaining at the end of the fiscal year in which the injury or illness occurred, for the
33 same illness or injury;
- 34
- 35 7. The industrial accident or illness leave is to be used in lieu of normal sick leave

Leaves (Cont'd)

1 benefits. When entitlement to industrial accident or illness leave under this section
2 has been exhausted, entitlement to other sick leave will then be used. If, however,
3 an employee is still receiving workers' compensation, he/she shall be entitled to
4 use only so much of his/her accumulated and available sick leave, accumulated
5 compensation time, vacation or other available leaves, which, when added to the
6 workers' compensation award, provides for a day's wage or salary;

7
8 8. When all available leaves of absence, paid or unpaid, have been exhausted and if
9 the employee is not medically able to assume the duties of his/her position, the
10 person shall, if not placed in another position, be placed on a reinstatement list for
11 a period of 39 months. When available, during the 39- month period, the person
12 shall be employed in a vacant position in the class of the person's previous
13 assignment over all other available candidates except for a reemployment list
14 established because of lack of work or lack of funds, in which case the person shall
15 be listed in accordance with appropriate seniority regulations;

16
17 9. Periods of leave of absence pursuant to this Article shall not be considered to be a
18 break in service for the employee;

19
20 10. To be eligible for industrial accident or illness leave, an employee must have
21 permanent status with the District;

22
23 11. An employee returning to work from an industrial accident or illness leave may be
24 required to present a doctor's release prior to returning to paid duty.

25 26 LEAVE OF ABSENCE

27 1. A Leave of Absence may be granted to classified employees. A Leave of Absence
28 is an extended absence from duty for a prescribed period of time specifically
29 authorized by the District, not to exceed twelve (12) months for reasons other than
30 health. Such leaves are normally granted for health reasons or for specific
31 training. A written request for a Leave of Absence shall be submitted to the
32 employee's principal or immediate supervisor, and then to the Superintendent.
33 The request must specifically state the reasons for the request and its duration.
34 The Superintendent will present it to the Board with a recommendation for approval
35 or disapproval. Time spent on a Leave of Absence without pay shall not count

Leaves (Cont'd)

1 toward completion of probation, or, except as provided in Paragraph 3 below,
2 salary step advancement.

3
4 2. Employees given Leaves of Absence, except those on health leave, for a period in
5 excess of six (6) months shall give the District written notice on or before sixty (60)
6 days prior to the end of the leave of their intention to return. Failure to return by
7 the expiration date of leave shall constitute a resignation on the part of the
8 employee; such resignation may be accepted by the Board at any time after the
9 expiration date of the leave. At least seventy (70) days prior to the end of the
10 leave, the Superintendent will remind the employee of the obligation by certified
11 letter.

12 13 3. Specific Provisions Related to Leaves for Health Reasons

14 a. A permanent employee of the District who has exhausted all entitlement to
15 sick leave, vacation, compensatory overtime, or other available paid leave
16 and who is absent because of non-industrial accident or illness may be
17 granted additional leave, paid or unpaid (at the discretion of the Board after
18 receipt of the recommendation of the Superintendent), not to exceed six (6)
19 months. The Board may renew the leave of absence, paid or unpaid, for
20 two additional six (6) month periods or such lesser leave periods that it may
21 provide but not to exceed a total of eighteen (18) months. An application for
22 such leave of absence must be supported by the written recommendation of
23 a licensed physician, and before reinstatement, a statement must be
24 furnished from a physician indicating that the returning employee is capable
25 of performing all assigned duties.

26
27 b. An employee, upon ability to resume the duties of a position within the class
28 to which he/she was assigned, may do so at any time during the leaves of
29 absence granted under Paragraph 3 of this Article, upon submission to the
30 District of a physician's release to return to full duty, and time lost shall not
31 be considered a break in service. He/she shall be restored to a position
32 within the class to which he/she was assigned and, if at all possible, to
33 his/her position with all the rights, benefits and burdens of a permanent
34 employee.

Leaves (Cont'd)

1 c. If at the conclusion of all leaves of absence, paid or unpaid, the employee is
2 still unable to return to assume the duties of his/her position, he/she shall be
3 placed on a reemployment list for a period of 39 months. If at any time
4 during the prescribed 39 months the employee is able to assume the duties
5 of his/her position, he/she shall be reemployed in the first vacancy in the
6 classification of his/her previous assignment. His/her reemployment will
7 take preference over all other applicants except for those laid off for lack of
8 work or funds under Section 45298 of the Education Code in which case
9 he/she shall be ranked according to his/her proper seniority. Upon
10 resumption of his/her duties, the break in service shall be disregarded and
11 he/she shall be fully restored as a permanent employee.

12
13 4. A request for a leave, based upon a reason not specified in this Article will be
14 considered by the Board from the standpoint of value to the District, urgency of the
15 request, and the employment record of the employee making the request.

16 17 LEAVE: DONATION OF LEAVE FOR CATASTROPHIC ILLNESS

18
19 A. Upon written request, classified employees may donate earned sick leave to the
20 Catastrophic Leave Bank and or to a specifically named RCSD classified employee
21 as eligible leave credits when an employee or that employee's family member
22 suffers from a catastrophic illness or injury. Open contribution time will annually
23 occur in May. If the Catastrophic Leave Bank or the individual employee is
24 depleted of sick leave, contributions may be donated as needed during the school
25 year. The Personnel Office in cooperation with the California School Employees'
26 Association, with permission of the requesting employee, will make known to all
27 classified employees the need for donations. The donation and receipt of such
28 credits are subject to the following conditions:

29
30 1. Catastrophic illness or injury is defined to mean an illness or injury that is
31 expected to incapacitate an employee or a member of an employee's family
32 for an extended period of time, which incapacity requires the employee to
33 take time off from work to care for that family member for an extended
34 period of time, and taking extended time off work creates a financial
35 hardship for the employee because he or she has exhausted all of his or

Leaves (Cont'd)

1 her sick leave.

2

3 2. Eligible leave credits are defined to mean sick leave accrued to the
4 donating employee. An employee cannot donate future sick leave that has
5 not been accrued. An employee may donate up to 360 hours per work
6 year.

7

8 3. Family member is defined to mean the employee's spouse, parents,
9 parents-in-law, siblings, children and stepchildren.

10

11 4. The employee who is, or whose family is, suffering from a catastrophic
12 illness or injury and who is requesting that eligible leave credits be donated:

13 a. must submit completed form and provide medical verification to the
14 Personnel Office (or a family member if the employee is unable to
15 make a written request because of the catastrophic illness or injury).

16 b. must exhaust all accrued paid leave credits including all regular sick
17 leave, accumulated compensation time, vacation or other available
18 paid leave.

19 c. must use all leave credit that he or she continues to accrue on a
20 monthly basis before receiving paid leave credits that are donated
21 under this contract section.

22

23 5. The Personnel Office will refer eligible employees under the Catastrophic
24 Leave provisions to the Catastrophic Leave Committee, which will consist of
25 three members of the California School Employees' Association Executive
26 Board. To approve an employee's request for sick leave, there must be
27 three affirmative votes.

28

29 6. An employee who chooses to donate eligible leave credits:

30 a. must submit completed form to the Personnel office of the intent to
31 transfer the eligible leave credits.

32 b. acknowledges that all transfers of eligible leave credits are
33 irrevocable and binding.

34 c. must donate eligible leave credits of a minimum of one day. A day is
35 defined as the total daily assigned hours worked by a given

Leaves (Cont'd)

- 1 individual employee. Additional eligible leave credits have to be
2 donated in full day increments.
- 3 d. Donations to the Catastrophic Leave Bank and or to a specifically
4 named RCSD classified employee are not counted as an absence
5 for purposes of Article X, Section 12.
6
- 7 7. Eligible credits donated into a "pool" will be distributed by the Catastrophic
8 Leave Committee.
- 9 a. The Catastrophic Leave Committee will determine the number of
10 days or hours eligible employees may receive.
- 11 b. For eligible employees, the Catastrophic Leave Bank or individual
12 specific employee donations will supplement the District provided
13 Income Protection Plan up to a maximum of 100% of salary for one
14 year.
- 15 c. For eligible employees, the Catastrophic Leave Bank or individual
16 specific employee donations will provide a maximum of sick leave for
17 one year to the extent of days available in Catastrophic Leave Bank
18 or individually donated.
- 19 d. The Catastrophic Leave Committee's decision to deny the
20 employee's request to receive donated leave credits is final and is
21 not subject to review or appeal under the grievance or any other
22 procedure.
23
- 24 8. If the Catastrophic Leave Bank exhausts all available sick leave, there is no
25 obligation to provide sick leave to any eligible employees. However, RCSD
26 classified employees may still make specific individual donations to other
27 RCSD classified employees that qualify under this article.
28
- 29 9. If the option of the Catastrophic Leave Bank is negotiated out of the
30 contract, then the District and the Association agree to negotiate how the
31 remaining sick leave days will be utilized.
32
- 33 10. The Association will not be held responsible for the District's determination
34 of eligibility. The District will not be held responsible for the Association's
35 distribution of sick leave days in the Catastrophic Sick Leave Bank.

ARTICLE XI

TRANSFERS AND PROMOTION

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- A. A transfer is defined as a change in assignment, voluntary or involuntary, of an employee from one job site to another, which does not involve a change in classification or job title.

- B. A promotion is a movement to a higher job classification

- C. Job site is the location where the employee is normally assigned and performs his/her duties or the location from which he/she performs duties throughout the District.

- D. The District shall consider and determine the following in making transfers and promotions:
 - The operational and educational needs of the District;

 - The work experience, education, and training of the applicant;

 - The seniority and overall work performance of the applicant.

- E. All vacancies shall be posted by the District on a bulletin board at each work site for not less than six (6) working days prior to being filled. The notice shall include the job title, qualifications, brief description of the duties, work schedule, salary range, opening and closing date, and job site. Unit members shall submit a Current Employee Application Form for each position applied for within the District.

- F. An employee on vacation during the period the vacancy occurs shall be notified of the job opening by the District, provided the employee requests in writing that the District Office do so before his/her vacation commences, and the employee must be available for interview during the specified interview period.

1 **Transfers and Promotion (Cont'd)**

2
3 A. When a new position is created or an existing position becomes vacant, the District shall
4 use the following process to fill the vacancy:

5
6 1. Bargaining unit members serving in the same classification in the District will be
7 offered the opportunity to apply for a transfer. If three or more unit members
8 apply for a transfer, they will become the first pool to be formally interviewed and
9 considered for the position.

10
11 2. If less than three unit members apply for a transfer, then the District will interview
12 other qualified unit members who will be considered for promotion prior to
13 interviewing outside applicants.

14
15 3. If there is an insufficient pool of qualified unit members, the District may consider
16 outside candidates along with unit members.

17
18 4. Upon request, the District shall provide the reasons the unit member was not
19 selected for the position.

20
21 B. When temporary transfers are made pursuant to this section, the employee shall be
22 notified of the reason for the temporary transfer.

23
24 C. After position(s) have been eliminated at a work site(s) and/or department(s), the most
25 senior employees affected by the layoff will be allowed to remain at that work site or
26 department. The least senior employee is subject to reassignment to another site.
27 When there is a need for an involuntary transfer, it will be the responsibility of the
28 Personnel Department, with principal input, to assign personnel to job sites.

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ARTICLE XII

SAFETY CONDITIONS OF EMPLOYMENT

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1. The District shall conform to and comply with all health and safety conditions of employment requirements imposed by State or Federal law or regulations adopted under State or Federal law.
2. The District shall designate a safety committee at each building site where classified employees work. The Association shall be entitled to a representative on each site level safety committee. Such committee shall make recommendations to the District Superintendent concerning improvements in health and safety conditions of employment necessary for compliance with paragraph 1.
3. The District shall encourage employees to report unsafe conditions. Employees shall report in writing a potentially unsafe or existent unsafe condition to their immediate supervisor.
4. Employees shall be aware that Health/Safety Policies and Procedures are in place within the District. Employees should address questions regarding these policies to the Personnel Department.

ARTICLE XIII

PROFESSIONAL DUES AND PAYROLL DEDUCTION

1. Any employee who has authorized payroll deduction on the approved CSEA form shall have membership dues deducted from his/her salary. Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.
2. Such dues deduction shall be deducted from the salary check beginning in any year with the September pay period. Deductions from new members shall commence on any month designated provided the dues authorization is signed and given to the District Office prior to the 10th of the month.
3. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
4. Whenever there is a dues increase, the Association shall provide the designated District Business Office employee with notification of the increase at a time sufficiently prior to the effective date, a minimum of forty-five (45) days, of the increase to allow the District an opportunity to make the necessary changes and with a copy of the notification of the increase which the Association has sent to all concerned members.
5. Any employee who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, in the Association. Pursuant to such authorization, the District shall deduct such dues from the regular salary check of the employee each month on a ten-month, eleven-month or twelve-month basis as indicated on the assignment authorizing deduction of membership dues.

1 **Professional Dues and Payroll Deduction (Cont'd)**

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6. The Association agrees to indemnify and save the District, the Board and each individual Board member from any claims or costs or suits which may arise out of the operation of this section.

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ARTICLE XIV

TRAVEL, PRIVATE AUTOMOBILES

- A. The District shall reimburse employees for the use of automobiles owned by employees and used in the performance of regular assigned duties specifically authorized by the Superintendent or designee.

- B. Dates, places, and mileage involved shall be submitted to the business manager on the appropriate District form before reimbursement is made.

- C. The mileage rate shall be that set for all employees in Board policy.

ARTICLE XV
DISCRIMINATION

Neither the District nor California School Employees Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the lawful exercise of the right to engage or not to engage in CSEA activity.

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ARTICLE XVI

SALARY

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A. Salary Contingency

The California School Employees’ Association and the District have agreed upon the following improved salary compensation:

- There will be a 4.5% increase to the Classified Salary Schedule retroactive to July 1, 2021. Anniversary increments are included in this increase.
- In order to meet the state minimum wage requirement of \$15.00 per hour beginning January 1, 2022, increase Range 15 STEP A & B, Range 16 Step A, and Range 17 Step A to \$15.00 before the 4.5% increase is added to the Classified Salary Schedule.
- Reclassify Bus Driver from the current Range of 24 to Range 31.
- Reclassify Lead Bus Driver from the current Range of 34 to Range 37.
- \$500 one-time bonus for current non-management Food Services employees (per 1.0 FTE).

The parties agree that the above modifications resolve negotiations for the 2021/2022 school year.

B. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached for informational purposes only.

C. Shift differentials and longevity increases, where applicable, shall be paid in accordance with Article V and Article XVII.

D. Employees working a split-shift with a gap of two (2) consecutive unpaid hours (including lunch) or more shall be paid a split-shift differential of two and one-half (2-1/2) percent above their regular rate of pay except for bus drivers employed after June 30, 1996.

1 E. All employees shall be paid once per month payable on the last working day of the
2 month. If the normal pay date falls on a holiday, the paycheck shall be issued on
3 the preceding workday.
4

5 F. Adjustments to pay for overtime, working additional hours or changes in
6 employment status will be provided in a supplementary paycheck on or before the
7 last working day of the next month.
8

9 G. Step Placement Upon Promotion or Working Out of Class
10

11 1. When a job classification is two (2) or more ranges above the existing
12 range, the employee will be placed at a step, which gives a minimum of 5%
13 increase over current salary.
14

15 2. When the new job classification is one range higher than existing range, the
16 employee will maintain his/her same step placement in the new range.
17

18 H. Step Placement Upon Reclassification or Demotion
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20 1. An employee permanently reclassified will maintain the same step
21 placement in the new range.
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ARTICLE XVII
ANNIVERSARY INCREMENTS

- A. Anniversary increments as stated on Appendix B of the Classified Salary Schedule will be provided to begin with the 9th, 12th, 18th, 21st, and 24th year of district service. Employees in a paid status for fifty percent or more of their assigned workdays earn one more year of service credit.

- B. All employees working less than twelve (12) months and eight (8) hours per day will receive the increments prorated on the basis of their working days/working hours.

- C. Anniversary increments shall reflect the same percentage increase as implemented on the salary schedule.

ARTICLE XVIII

EMPLOYEE BENEFITS

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A. Association agrees that the District's contribution for medical, dental, and vision coverage will be limited to the negotiated maximum for the current school year (Negotiated maximum for 7/1/06 will be \$7,187.00). The employees will be offered a choice of any medical plan available through SIG. All plans are available in tiered rates for employee only, employee and spouse, employee and children and employee and family (see appendix D). All employees who work seven (7) hours or more per day are eligible for District-paid medical benefits including dental and vision. Employees working less than seven (7) hours but more than four (4) hours a day have the option of participating in the benefit program by paying a prorated cost.

1. Employees Income Protection Insurance:

| | |
|----------------|---|
| Provident Life | \$.36 per \$100 of total classified payroll |
|----------------|---|

2. Life insurance for all employees enrolled in health insurance equal to one times annual salary or a minimum of \$10,000.

1 **Employee Benefits (Cont.)**

2

3 B. All employees who work less than seven (7) hours per day are provided with the
4 option of prorating the cost of health/accident, dental insurance, and vision
5 insurance between the District and the employee on the basis of number of hours
6 worked per day to the base unit of eight (8) for the full calendar year. The cost is
7 based on the employee's choice of plan. The District's contribution is based on
8 employee hours per day and plan selected as stated above up to the maximum
9 appropriate pro-ration.

10

11 EXAMPLE: Four (4) hour employee divided by eight (8) hours equals a
12 maximum 50% District contribution toward selected plan not
13 to exceed 50% of maximum.

14

15 C. Employees retiring with more than five (5) years of service before their 65th
16 birthday will have the option of maintaining their Health and Accident Insurance
17 coverage with the District Group. The retiring employee shall pay the District the
18 premium and any fees required to continue with the District insurance under this
19 option. The employee may pay the premiums on a quarterly basis in advance
20 provided they make arrangements with the Business Office.

21

22 D. An employee employed by the District prior to July 1, 1980 who qualified for and
23 received District-paid health and accident insurance (Kaiser or SIG Plan) for
24 employee and dependents and dental insurance for employee only shall receive

25

26

27

1 **Employee Benefits (Cont.)**

2
3 SIG benefits so long as they are employed by the District and continue to meet
4 qualifications for those benefits as established for the 1979-80 school year. (As
5 per letter of understanding agreed on 1/21/80).
6

7 E. 1. The District will, upon request, pay 50% of the premium for health and
8 accident insurance offered to full-time employees for employees retiring
9 between the ages of 55 to 65 with at least fifteen (15) years of service to
10 the District. The percentage of the premium paid by the District shall
11 increase by 10% for each full year of service worked beyond fifteen (15)
12 years so that the District will pay 100% of the premium for those retiring
13 with twenty (20) years of service to the District for a maximum of five
14 consecutive years. Part-time employee proration applies to this benefit.
15 This paid benefit shall cease when the retiree reaches sixty-five (65)
16 years of age or at the conclusion of five consecutive years - whichever is
17 earlier. The Association acknowledges that this retiree benefit
18 constitutes an unfunded present and future liability to the District.
19

20 2. Upon reaching sixty-five (65) years of age or after the five-year paid
21 benefits end in E.1., the retiree may retain District group health and
22 accident insurance provided they make arrangements with the Business
23 Office to pay the total premium costs or supplemental plans for such
24 benefits in advance on no less than a quarterly basis. In order to receive
25 dental or vision coverage, retiree must be enrolled in District medical
26 plan.
27

1 **Employee Benefits (Cont.)**

2

3 F. Employees who are on an approved leave of absence without pay may retain
4 District employee benefits, provided that arrangements are made for them to pay
5 for such benefits on a quarterly basis in advance.

6

7 G. Employees who are on approved leave of absence without pay under the Family
8 Care Leave Act (See Article X, Page 24a) will retain medical insurance benefits
9 only for the duration of their leave not to exceed twelve (12) work weeks in a
10 twelve-month period or as otherwise provided in the contract.

11

12 H. If a change to a new insurance carrier (other than SIG) occurs at the beginning of
13 the school year, the distribution of the savings generated from the change shall be
14 negotiable.

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ARTICLE XIX
SEVERABILITY

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1. If any provision of this contract or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this contract or the application of such provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

2. In the event of suspension or invalidation of any article or section of this agreement, the parties may meet and negotiate by mutual agreement for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XX
EFFECT OF AGREEMENT

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4 It is understood and agreed that the specific provisions contained in this contract shall
5 prevail over any past District practice or procedure and shall prevail over state law to the
6 extent permitted by state law. In the absence of a specific provision of this contract, any
7 past practice or procedure is hereby declared to be discretionary on the part of the
8 District.
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ARTICLE XXII

LAYOFF AND REEMPLOYMENT

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6 A. 1. Classified employees shall be subject to layoff for lack of work or lack of
7 funds.
8
9 2. Whenever a classified employee is laid off, the order of layoff within the
10 class shall be determined by length of service. The employee who has
11 been employed the shortest time in the class, plus higher classes, shall be
12 laid off first. Reemployment shall be in the reverse order of layoff.
13
14 3. Seniority shall be determined by date of hire for all employees initially hired
15 after July 1, 1988. For those employees hired prior to that time, seniority
16 shall be as previously established in accordance with law and as agreed to
17 between the parties.
18
19 4. Layoff for lack of funds or layoff for lack of work includes any reduction in
20 hours of employment or assignment to a class or grade lower than that in
21 which the employee has permanence, voluntarily consented to by the
22 employee, in order to avoid interruption of employment by layoff.
23
24 B. 1. When, as a result of the expiration of a specially funded program, classified
25 positions must be eliminated at the end of any school year, and classified
26 employees will be subject to layoff for lack of funds, the employees to be
27 laid off at the end of such school year shall be given written notice on or
28 before May 29 informing them of their layoff effective at the end of such
29 school year and of their displacement (bumping) rights, if any, and
30 reemployment rights. However, if the termination date of any specially
31 funded program is other than June 30, such notice shall be given not less
32 than 45 calendar days prior to the effective date of their layoff.
33
34

1 **Layoff and Reemployment (Cont'd)**

2
3 2. When, as a result of a bona fide reduction or elimination of the service
4 being performed by any department, classified employees shall be
5 subject to layoff for lack of work, affected employees shall be given notice
6 of layoff not less than forty-five (45) calendar days prior to the effective date
7 of layoff, and informed of their displacement (bumping) rights, if any, and
8 reemployment rights.

9
10 3. Nothing herein provided shall preclude a layoff for lack of funds in the event
11 of an actual and existing financial inability to pay salaries of classified
12 employees, nor layoff for lack of work resulting from causes not foreseeable
13 or preventable by the governing board, without the notice required by
14 subsection (1) or (2) above.

15
16 C. 1. After the Board has determined that there is a lack of work or a lack of
17 funds and has made the decision to lay off employees, the District will issue
18 notices of layoff to those employees affected.

19
20 2. Those employees to be laid off shall be notified by certified/registered mail
21 sent to the most recent address provided to the District by the employee.

22
23 3. The notice shall be deposited in the U.S. Mail no less than forty-five (45)
24 calendar days prior to the effective date of the layoff. Copies of notices
25 shall be made available to the CSEA President.

26
27 4. The notice shall contain the effective date of layoff, displacement (bumping)
28 rights, if any, and reemployment rights.

29
30 5. If two (2) or more employees subject to layoff have equal class seniority,
31 the determination as to who shall be laid off will be made on the basis of the
32 greater bargaining unit seniority or, if that be equal, the greater hire date
33 seniority.
34

1 **Layoff and Reemployment (Cont'd)**

2
3 6. The District shall provide a seniority list by hire date for each
4 classification to the Association.

5
6 7. After the Board has made the decision to lay off employees, the District and
7 CSEA shall, upon request, meet to discuss the seniority list, displacement
8 (bumping) rights, and reemployment rights of affected employees. The
9 parties may also discuss additional issues directly related to affected
10 employees. This shall satisfy any "meet and negotiate" responsibility by or
11 on either party regarding layoff.

12
13 D. 1. An employee laid off from his/her present class may bump into any
14 previously held position provided his/her seniority is greater than the least
15 senior employee in that class.

16
17 2. An employee who elects separation in lieu of either bumping or assignment
18 into a lower class shall maintain his/her reemployment rights as defined
19 under this Article.

20
21 3. An employee who is to be laid off shall be offered any temporary position
22 available at that time in the District for which the employee is qualified. If
23 accepted by the employee, his/her effective date of layoff shall be
24 determined by the expiration of that temporary position. If declined, there
25 shall be no effect upon the employee's reemployment rights.

26
27 E. 1. Individuals on a reemployment list shall have seven (7) business days to
28 respond to a written offer sent by certified/registered mail, beginning with
29 the day it is deposited in the U.S. Mail to the most recent address supplied
30 to the District by the employee.

31
32 2. Failure to respond within the time specified or a refusal of employment shall
33 cause the individual's name to be permanently removed from the
34

1 **Layoff and Reemployment (Cont'd)**

2
3 reemployment list, unless the individual notifies the District otherwise.

4
5 a. Except that failure to respond to an offer upon first becoming
6 eligible shall not cause the employee's name to be removed from
7 the reemployment list, provided the employee has previously
8 notified the District in writing of his/her temporary unavailability to
9 accept an offer of reemployment.

10
11 b. The period of unavailability shall be limited to one (1) occurrence
12 and shall be for a period not to exceed thirty (30) days.

13
14 3. An employee who is laid off and is subsequently reemployed shall retain
15 seniority earned prior to the effective date of the layoff.

16
17 F. 1. Persons laid off because of lack of work or lack of funds are eligible to
18 reemployment for a period of 39 months and shall be reemployed in
19 preference to new applicants. In addition, such persons laid off have the
20 right to participate in promotional examinations within the district during
21 the period of 39 months.

22
23 2. Employees who take voluntary demotions or voluntary reductions in
24 assigned time in lieu of layoff or to remain in their present positions
25 rather than be reclassified or reassigned, shall be granted the same
26 rights as persons laid off and shall retain eligibility to be considered for
27 reemployment for an additional period of up to 24 months; provided that
28 the same tests of fitness under which they qualified for appointment to
29 the class shall still apply.

30
31 3. Employees who take voluntary demotions or voluntary reductions in
32 assigned time in lieu of layoff shall be, at the option of the employee,
33 returned to a position in their former class or to positions with increased
34

1 **Layoff and Reemployment (Cont'd)**

2
3 assigned time as vacancies become available, and without limitation of
4 time, but if there is a valid reemployment list they shall be ranked on that
5 list in accordance with their proper seniority.
6

7 G. 1. Notwithstanding any other provision of law, any person who was subject
8 to being, or was in fact, laid off for lack of work or lack of funds and who
9 elected service retirement from the Public Employees' Retirement
10 System shall be placed on an appropriate reemployment list. The district
11 shall notify the Board of Administration of the Public Employees'
12 Retirement System of the fact that retirement was due to layoff for lack of
13 work or of funds. If he/she is subsequently subject to reemployment and
14 accepts, in writing, the appropriate vacant position, the district shall
15 maintain the vacancy until the Board of Administration of the Public
16 Employees' Retirement System has properly processed his/her request
17 for reinstatement from retirement.
18

19 2. An employee subject to this section who retires and is eligible for
20 reemployment and who declines an offer of reemployment equal to that
21 from which laid off shall be deemed to be permanently retired.
22

23 3. Any election to retire after being placed on a reemployment list shall be
24 deemed to be a permanent retirement.
25

26 H. 1. Sick leave earned and unused at the time of separation from
27 employment shall be restored upon reemployment.
28

29 2. Sick leave credit earned at one (1) rate while in an employed status, and
30 unused at the time the hours in paid status are reduced, shall not be
31 reduced because the employee subsequently is assigned fewer hours.
32
33
34

1 **Layoff and Reemployment (Cont'd)**

- 2
- 3 3. Employees laid off while on paid leave shall retain their employee
- 4 benefits until the effective date of layoff.
- 5
- 6 4. Vacation time earned and unused at the time of layoff shall be computed
- 7 and paid off with the final salary warrant.
- 8
- 9 a. Twelve (12) month employees accepting reduction of hours shall
- 10 be paid for the difference between their current earned vacation
- 11 and what would have been earned in a reduced-hour assignment.
- 12
- 13 5. For computation of credit toward longevity pay rate and additional
- 14 vacation, time separated and on a reemployment list shall not be
- 15 counted. However, credit for these purposes earned prior to separation
- 16 will be restored upon reemployment.
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ARTICLE XXIII
DURATION

The parties agree to create a new three-year agreement and terms as follows:

- A. The new term agreement shall become effective on July 1, 2019, after the current agreement expires, and shall remain in full force and effect through June 30, 2022.
- B. Articles in this contract may be reopened by mutual agreement or as listed below. The parties have agreed that negotiations for the 2019/20 school years has been concluded.
- C. The parties agree to reopen negotiations for the 2020/21 school year on the following articles:
 - Salary
 - Employee Benefits
 - No more than three (3) other articles each
- D. CSEA shall begin the public notice procedures for the above reopeners no earlier than April 1 of each school year. Negotiations shall begin around May 15 of each school year unless mutually agreed otherwise.

ARTICLE XXIV

DISCIPLINE OF PERMANENT EMPLOYEES

A. Definitions

Discipline, as used in this article includes, but is not limited to dismissal, demotion, suspension, reduction in hours or class without the permanent employee's voluntary consent. A layoff or reduction of hours, based on lack of work or lack of funds, shall not be considered discipline.

1. Permanent/Probationary

Bargaining unit employees with permanent status shall be subject to discipline only for cause pursuant to this article. The probationary period is an extension of the selection process. As such, a probationary employee may be terminated at any time at the sole discretion of the District.

2. Progressive Discipline

In accordance with the concept of "progressive discipline", counseling and an opportunity for improvement shall typically precede disciplinary action. In particular, this concept shall not apply in cases involving major infractions.

3. Minor Infractions, including but not limited to:

- (a) Does not endanger health, safety, property
- (b) Unknowingly violated district policy or procedures
- (c) Acts of insubordination including, but not limited to, refusal or failure to comply with a direct order but does not threaten health, safety, and property
- (d) Discourteous or inappropriate conduct on the job

4. Major Infractions, including but not limited to:

- (a) Endangers health, safety, property
- (b) Conviction of a felony or a violation of a law, which would impair ability to do the job.

1 **Discipline of Permanent Employees (Cont'd)**

- 2
- 3 (c) Repetitive minor infraction with no improvement
- 4 (d) Willfully mislead or provide false or confidential information
- 5 (dishonesty)
- 6 (e) Job abandonment
- 7 (f) Failure to possess or keep in effect any license, certificate, or any
- 8 other similar requirement for employment
- 9 (g) Pattern of incompetency or inefficiency in performance of duties

10

11 **B. Causes for Discipline of a Permanent Employee**

12 The District may discipline permanent employees pursuant to the following

13 provisions:

- 14 1. The discipline shall be based upon just cause, including but not limited to:
- 15 (a) Falsifying any information supplied to the District. This includes, but
- 16 is not limited to, information supplied on application forms,
- 17 employment records, loyalty oaths, time sheets or cards, absence
- 18 forms or any other District records.
- 19 (b) Incompetency or inefficiency in performance of the duties of his/her
- 20 position as determined by supervisor.
- 21 (c) Inexcusable neglect of duty as determined by supervisor.
- 22 (d) Abandonment of position. Three days of continuous absence
- 23 without leave shall be deemed abandonment and shall result in
- 24 termination as a voluntary resignation.
- 25 (e) Repeated and/or unauthorized absenteeism and/or tardiness,
- 26 including abuse of illness or other leave provisions.
- 27 (f) Commission of an act involving moral turpitude.
- 28 (g) Conviction of a felony, conviction of any sex or substance abuse
- 29 offense made relevant by provisions of the Education Code, or
- 30 conviction of a misdemeanor which is of such a nature as to
- 31 adversely affect the employee's ability to perform the duties and
- 32 responsibilities of his/her position. A plea of guilty, or a conviction
- 33 following a plea of nolo contendere is deemed to be a conviction
- 34 within the meaning of this section.
- 35

1 **Discipline of Permanent Employees (Cont'd)**

- 2
- 3 (h) Acts of insubordination. This shall include, but is not limited to,
- 4 refusal or failure to comply with a direct order.
- 5 (i) While on duty: used, sold/furnished, was under the influence of, or
- 6 unlawfully possessed any controlled substance.
- 7 (j) Consumption of an alcoholic beverage, or an intoxicant of any kind,
- 8 while on duty or in such close time proximity thereto as to cause any
- 9 detrimental effect upon the employee or upon employees associated
- 10 with him/her. Specifically included is carrying an alcoholic beverage,
- 11 or intoxicant, into a District facility or onto a District property.
- 12 (k) Knowingly provided, in a verbal or written manner, confidential
- 13 employee and/or student records to an unauthorized person or
- 14 persons.
- 15 (l) Dishonesty or theft, including deliberate destruction, damage or
- 16 removal of District or another person's property.
- 17 (m) Unauthorized use, or misuse, of District supplies, materials, facilities
- 18 or other property.
- 19 (n) Willful/knowing violation of District rules, policies or procedures. This
- 20 shall also include violation or refusal to obey safety rules or
- 21 regulations made applicable to public schools by the Board of
- 22 Education or by any appropriate state or governmental agency.
- 23 (o) Failure to possess or keep in effect any license, certificate, or other
- 24 similar requirement required by the State of California for service in
- 25 the employee's classification shall result in termination as a
- 26 ministerial act.
- 27 (p) Inexcusable discourteous, offensive, or abusive conduct or language
- 28 toward the public, a pupil, or another officer or employee of the
- 29 District.
- 30 (q) Conduct which negatively impacts the employee's ability to render
- 31 service to the District.
- 32
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1 **Discipline of Permanent Employees (Cont'd)**

2
3 (r) Physical or mental disability, as determined by a competent medical
4 authority, which precludes the employee from the proper
5 performance of his/her duties and responsibilities, except as
6 otherwise provided by contract or by law regulating retirement of
7 employees.

8
9 2. No disciplinary action shall be taken for any cause which arose prior to the
10 employee becoming permanent, nor for any cause which arose more than
11 two (2) years preceding the date of the filing of the notice of cause unless
12 such cause was concealed or not disclosed by such employee when it could
13 be reasonably assumed that the employee should have disclosed the facts
14 to the employing District. The parties acknowledge that, when determining
15 the appropriate level of discipline to impose for a cause which has occurred
16 within the last two (2) years, the concept of "just cause" includes, but is not
17 limited to, a consideration of the employee's work record.

18 **C. Procedures**

19 1. Minor Infractions

20 Step #1 Bring to attention and express specific concern

21
22 Step #2 If infraction continues,

23 (a) Discussion of concern again

24 (b) Inform that failure to comply could result in further action and
25 another progressive discipline step

26 (c) Not included in personnel file

27
28 Step #3 If infraction continues, written warning/letter of reprimand, should
29 include:

30 (a) Statement of the issue from Steps 1, 2

31 (b) Identify corrective action to be taken
32
33
34
35

1 **Discipline of Permanent Employees (Cont'd)**

- 2
- 3 (c) Employee should be informed that failure to comply will result in
- 4 further disciplinary action
- 5 (d) Employee has 10 working days to submit written response to be
- 6 attached. If no appeal is submitted in accordance with Section
- 7 D, written warning will be placed in personnel file.
- 8 (e) Person may have representation at conference.
- 9

10 **Step #4** If employee fails to correct behavior after Step #3:

- 11 (a) If further disciplinary action is being considered (dismissal,
- 12 demotion, suspension, reduction in hours or class), a
- 13 conference will be held with the Assistant Superintendent of
- 14 Personnel Services within five working days. Person may have
- 15 representation at conference. (Investigatory interview)
- 16 1. Gather facts
- 17 2. Inform of what action is being considered
- 18 3. Inform why the action is being considered
- 19 (b) Within five working days, Assistant Superintendent will issue
- 20 charges and offer a Skelly Hearing with Superintendent or
- 21 designee. (c) Superintendent or designee will conduct a Skelly
- 22 Hearing (pre- evidentiary) within ten working days after
- 23 receiving written request for hearing from employee
- 24 1. Person may appear and/or be represented by Association
- 25 2. Introduce relevant/witnesses' evidence
- 26 3. Challenge or question evidence or witnesses
- 27 4. Superintendent has five working days to render decision after
- 28 which time disciplinary action may be imposed, reduced,
- 29 or revoked.
- 30 5. An employee may be subsequently suspended without pay
- 31 after fulfilling requirements of this Section C.1, Step #4.
- 32
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1 **Discipline of Permanent Employees (Cont'd)**

2
3 2. Major Infractions/Immediate Disciplinary Action

4 For major infractions, due process will be afforded the employee in accordance
5 with this article commencing with Section C.1, Step #4. However, when the
6 employee's presence would be detrimental to the welfare of the district, the
7 pupils, the public, or other employees of the district, an employee may be placed
8 immediately on administrative leave with pay upon verbal notification and then
9 due process will be provided commencing with Section C.1, Step #4.

10
11 3. Hearing Procedure

- 12 (a) If an employee served with a recommendation for disciplinary action within
13 ten days files a request for hearing, he/she shall indicate, with concurrence
14 of the Association, whether he/she wants the Governing Board or an
15 Arbitrator to conduct the hearing. In the event an arbitrator is to conduct
16 the hearing, the provisions set forth in Step III of Article VII - Problem
17 Resolution/Grievance Procedure shall apply. Any decision rendered by the
18 arbitrator shall be advisory to the Board.
- 19 (b) If an employee requests a hearing and subsequently fails to appear at such
20 hearing, the employee shall be deemed to have waived any right to
21 participate or be represented at the hearing and action, if not already taken,
22 may be taken without further notice to the employee, based upon the
23 recommendation for disciplinary action prepared by the Superintendent or
24 his/her designee, and previously served upon the employee.
- 25 (c) At such hearing, the employee shall be entitled to appear personally, and/or
26 be represented by the Association.
- 27 (d) The district and employee or his/her representative may introduce relevant
28 evidence on his/her behalf, to cross-examine witnesses and to challenge
29 evidence presented.
- 30 (e) The hearing shall be conducted in closed session unless the employee
31 requests a public hearing. The Board or the arbitrator may deliberate in the
32 absence of both the employee and the District administration.
- 33
34
35

1 **Discipline of Permanent Employees (Cont'd)**
2

3 (f) The Governing Board's determination of the sufficiency of the cause for
4 disciplinary action shall be conclusive.

5 (g) In all cases, the burden of proof shall rest with the District.
6

7 **D. Procedure for Appealing Written Warnings/Letters of Reprimand**

8 1. Written warnings issued to employees may be appealed directly to the Assistant
9 Superintendent, Personnel. The appeal shall be filed with the Assistant
10 Superintendent, Personnel within ten (10) working days from the date the
11 employee received the written warning. The appeal must be in writing, but need
12 only state 1) that the employee desires to appeal a written warning, 2) the name
13 of the supervisor responsible for the written warning, and 3) the date on which the
14 written warning was issued.
15

16 2. The Assistant Superintendent, Personnel shall, within ten (10) working days from
17 the date of receiving the written appeal, schedule a meeting. At this meeting 1)
18 the Assistant Superintendent, Personnel, 2) the employee and the employee's
19 representative, if desired, and 3) the employee's supervisor responsible for the
20 written warning will normally be present.
21

22 3. After allowing an opportunity for all parties to be heard and within five working
23 days, the Assistant Superintendent, Personnel, shall communicate his decision in
24 writing with respect to whether the written warning was justified together with
25 his/her reasoning for such decision. The Assistant Superintendent, Personnel's
26 decision shall be final.
27

28 4. No further appeal rights exist with respect to employee's written warnings so long
29 as the matter remains a written warning.
30

31 **E. General Provisions**

32 1. Suspensions pursuant to this Article shall not reduce or deprive the employee of
33 seniority or health benefits.
34
35

1 **Discipline of Permanent Employees (Cont'd)**

- 2
- 3 2. Nothing in this Article shall limit the District's right to institute dismissal and/or
- 4 immediate suspension and mandatory leave of absence proceedings as set forth
- 5 in the California Education Code, nor shall discipline under this Article be
- 6 regarded as a precondition to any proceedings under the California Education
- 7 Code.
- 8
- 9 3. A proposed disciplinary action may be settled at any time. The terms of such
- 10 settlement shall be reduced to writing. An employee offered a disciplinary
- 11 settlement by the District shall, if requested by the employee, be granted a
- 12 reasonable amount of time to have the proposed settlement reviewed by chosen
- 13 representative prior to signing it.
- 14
- 15 4. The employee may request the presence of an Association representative at any
- 16 meeting scheduled by an administrator where disciplinary action is the subject of
- 17 investigative questioning.
- 18
- 19 5. This article shall not limit the District's right to evaluate or to reprimand orally or in
- 20 writing or to counsel employees subject to the appeal procedure set forth in
- 21 Section C.
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ARTICLE XXV
STAFF DEVELOPMENT

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A. The District acknowledges the importance of the professional development of instructional paraprofessionals as set forth in Chapter 1362 of the Statutes of the 1987/88 Regular Session of the California State Legislature and further acknowledges its intent to work with the Association in providing such professional development to the District's Instructional Aides.

B. The District further acknowledges the importance of professional development to all classified employees and will continue to offer such opportunities to the classified staff (see District Form 53 for approval procedure.)

ARTICLE XXVI
PROFESSIONAL GROWTH

A. PURPOSE

The Classified Employees' Professional Growth Program is designed to encourage classified employees to enhance their skills, to prepare for jobs in a changing workplace, and to demonstrate the Board's and Administration's commitment to education for the professional growth of all employees.

B. ELIGIBILITY

All classified employees within the District are eligible to participate.

C. ACCEPTABLE CREDITS

1. All credits to be compensated must have prior approval from the Assistant Superintendent, Personnel Services.
2. Professional Growth credits shall be directly related to the employee's duties as defined by:
 - a. The present job description.
 - b. The job description of an appropriate promotional position within the Roseville City School District.
 - c. The development of personal awareness of human and social factors useful in the employee's area of responsibility.
3. All credits to be compensated must be earned during hours the employee is not in paid status for the District.

1 **Professional Growth (Cont'd)**

2
3 4. Applicable units may be earned by the successful completion of the following
4 educational activities:

5
6 a. Courses taken at an accredited community college or four year
7 college or university.

8
9 b. Courses leading to the issuance of a certificate of competency or a
10 certification of completion from an accredited school or recognized
11 business or educational school.

12
13 c. Adult education courses, continuing education courses, trade school
14 courses, or other courses offered by District-approved educational
15 agencies.

16
17 5. Credits will be awarded on a basis of fifteen clock hours per unit. Activities
18 of less than fifteen hours may be accumulated and added together to equal
19 a unit.

20
21 **D. APPROVAL PROCEDURES**

22 1. All units must have prior approval from the Assistant Superintendent,
23 Personnel Services.

24
25 2. The employee shall complete the Professional Growth Approval Form and
26 forward the form to the Personnel Department.

27
28 **E. SUBMISSION OF UNITS**

29 1. Verification of units earned for Professional Growth shall be submitted to
30 the Personnel Department.

31
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1 **Professional Growth (Cont'd)**

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3

2. To be granted credit, a grade of "C" or better is required for graded classes. A "pass" is required in "pass/fail" graded classes. A certificate of completion is required for all other hours earned.

6

7

F. COMPENSATION FOR CREDITS EARNED

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9

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12

1. Upon satisfactory completion of Sections C, D, and E, the employee will be compensated a one-time stipend of seventy-five dollars (\$75) per unit (15 hours) earned. The employee will be allowed to receive compensation for no more than 12 units (180 hours) of credit per fiscal year.

13

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2. Compensation will not be granted for hours or units earned whenever the District covers the cost of attending the workshop/class.

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ARTICLE XXVII

VOLUNTEERS

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5 A. In recognition of the community's desire to be more involved in the education of
6 their children and in an effort to cultivate closer ties between the schools and the
7 community, California School Employees' Association, Chapter #475, and the
8 District agree that volunteers may be used as follows:

9
10 1. To assist with ongoing school and program needs, volunteers may be used
11 in accordance with Education Code Section 35021, but shall not supplant
12 classified employees nor replace duties of classified employees on layoff
13 status;

14
15 2. To accomplish projects of finite duration for individual school programs in
16 the District ("finite duration" means projects which, upon completion, will not
17 be extended or needed on a continuing basis). Such as, but not limited to,
18 helping to ready athletic fields for a specific event; chaperon and assist on
19 field trips; telephoning for special activities; participate in one-time school
20 site improvement events such as tree planting days in coordination with the
21 district; etc.

22
23 3. To assist in instructional settings such as, but not limited to, periodic
24 support for classroom teachers: grade papers, prepare and organize
25 materials, read to children, help with small groups, assist with dramas,
26 plays, and/or special events, help with holiday celebrations, present
27 specialized programs as a trained community volunteer, assist in
28 fundraising events, and participate in student incentive programs.

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**Memorandum of Understanding (MOU)
Between
Roseville City School District (RCSD)
and the
Classified School Employees Association (CSEA)
and its
Roseville Elementary Chapter No. 475**

District Operations Under COVID 19 Conditions (Regular School Year)

This Memorandum of Understanding (MOU) is agreed between the Roseville City School District ("District") and the California School Employees Association and its Roseville Elementary Chapter No. 475 ("CSEA") concerning the impacts and effects of resumed District operations under COVID 19 conditions.

The District and CSEA (together "Parties") recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. The Parties recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. The Parties further agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the Parties agree as follows:

1. Due to the current unforeseen and unprecedented nature of the COVID 19 conditions, CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform reasonable duties not currently contained within their current job description.
2. The District/school site will coordinate with school staff in the event the District requires assistance in distribution and/or pickup of student materials. Unit members shall be provided with proper Personal Protective Equipment (PPE).
3. The District will follow current Federal, State, County and Local mandates/guidelines related to staff and student safety including response to staff or student illness.
4. California Department of Public Health most recent guidelines will be followed by district sites as we strive to maximize staff and student safety. Areas of emphasis:
 - a. Promoting healthy hygiene practices
 - b. Checking for signs and symptoms
 - c. Mask wearing (Face shield cannot be worn alone, it must be worn in addition to the required face mask).

5. Staff will self-screen each day before coming to school while families will be asked to self-screen their students before coming on campus.
6. Personal Protective Equipment (PPE) will be made available to staff and replenished as needed and requested.
7. Staff will be trained on the use of disinfectant and sanitation supplies will be made available to staff if requested. Unit members will have access to handwashing facilities or hand sanitizer.
8. Staff will refrain from bringing and/or remove all personal items/furniture in order to maximize the physical space in the facilities.
9. Staff members with documented work-related close contact exposure to COVID-19, who are mandated to be excluded from work (*Cal/OSHA ETS*), will be given full pay for the duration of the quarantine. Employees excluded from work, by the district, for work-related close contact exposure will be required to be available to work from home and be accessible via technology to their supervisor during their regular hours of employment.
10. The District will offer staff members who test positive for COVID-19, up to 10 days of COVID leave provided by the District. The staff member will not have to use personal sick leave for the first 10 days. This leave will bridge with SB95 for any employee who tested positive for COVID-19 from September 30, 2021, until the expiration date of MOU.
11. Staff members who are ill or are required to care for a family member with a COVID-19 related illness will use personal sick leave.
12. Staff members off work with medically documented COVID-19 illness, that is not work-related exposure and are not subject to the conditions in Sections 9, 10, or 11 will have the following leave available to them once their personal sick leave bank is exhausted:
 - i. Income protection for up to 100 days, up to 75% of regular pay through disability insurance.
13. Staff members must immediately report absences in Frontline and fill out the Staff Symptom Screener. If there are any COVID-19 related leave questions, please contact Sub Services Coordinators, Melinda Pon or Lauren Tameguia. **Melinda Pon can be reached at mpon@rcsdk8.org and Lauren Tameguia can be reached at ltameguia@rcsdk8.org.**
14. Any employee, who is asked to work in another job classification, will be compensated an additional \$50 per day for a full-time employee (FTE) if the following occur: the job classification is below the employee's current job classification; the job is for the employee's entire contractual day or the entire contractual day of the employee they are replacing; and the individual employee does not have the ability to address/complete the essential functions/job duties of their current job.

15. This agreement is non-precedent setting and shall remain in effect through June 30, 2022 or until a declaration is made, by Public Health Officials, that the epidemic has passed and District facilities operate in a regular manner, whichever comes first. This agreement may be extended based on mutual agreement between RCSD and CSEA.

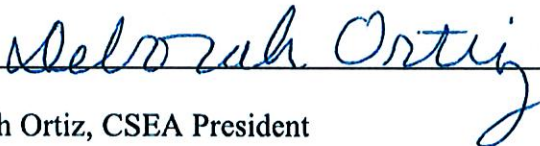
16. The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining-unit employees, and will bargain as needed over the effects of such further directives.

Dated: 11/10/21

By: 

Marc Buljan, Roseville City School District

Dated: 11-10-21

By: 

Deborah Ortiz, CSEA President

Dated: 11/10/21

By: 

Kurt Benfield, CSEA Labor Relations Rep

Updated 11/10/21

***Please see [District Paid COVID Leave vs Personal Sick Leave](#) scenarios for examples

Memorandum of Understanding
Between
Roseville City School District
And
California School Employees' Association – Chapter #475

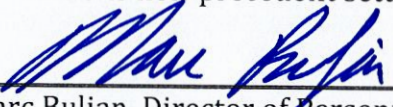
OCTOBER 26, 2021

PROFESSIONAL DEVELOPMENT DAYS

The Roseville City School District (District) and the California School Employees' Association (CSEA) enter into this Memorandum of Understanding (MOU) related to Professional Development Days for the 2021/2022 school year on this 26th day of October 2021.

1. The number of hours equivalent to three (3) additional workdays will be provided for all Instructional Assistants in payroll and Library Media Specialists during the 2021/2022 school year to participate in district-wide professional development aligned with the goals of the Local Control and Accountability Plan (LCAP). Workday is defined as the hours an employee works on a regularly scheduled day.
2. The use of Compelling Personal Importance shall be prohibited on these days.


This MOU is non-precedent setting and is in effect for the 2021/2022 school year.



Marc Buljan, Director of Personnel Services
Roseville City School District

10/26/21

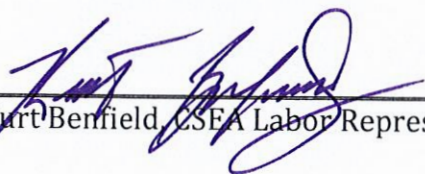
Date



Deborah Ortiz, CSEA President

10-26-21

Date



Kurt Benfield, CSEA Labor Representative

10/26/21

Date

Memorandum of Understanding
Between
Roseville City School District
And
California School Employees' Association - Chapter #475

OCTOBER 29, 2021

NEW EMPLOYEE ORIENTATION

COMMENTS

AB 119 (2017) adds sections 3555-3559 to the Government Code and amends the Public Records Act at Government Code Section 6254.3. It requires that, absent a waiver by CSEA, the District is required to (1) give CSEA ten (10) days' notice of every orientation session absent an urgent critical unforeseen need, (2) provide CSEA with access to new hires during any orientation session, (3) provide CSEA with contact information on new hires within thirty (30) days of hire or the first pay period of the month after the employee is hired, whichever is later, and (4) also provide CSEA with a list of all employees' names and contact information every one hundred twenty (120) days (October, February, June).

1. DISTRICT NOTICE TO CSEA OF PROCESSING/ORIENTATION

- a) For the purpose of providing CSEA access to new employees, the RCSD shall provide CSEA notice (ten (10) days where possible) each time RCSD makes a one-on-one processing/orientation appointment for a candidate recommended for hire. The notice shall include the date, time and location of the appointment along with the candidate's name, position and work location. Notification shall be sent to the CSEA Labor Relations Representative of record and the CSEA Chapter 475 President of Record.
- b) A CSEA representative shall be provided release time to attend the processing/orientation appointment should the orientation be scheduled during the representative's work hours. Release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. After receiving final clearance for hire the employee becomes a newly hired employee.
- c) The District shall include the CSEA membership packet in any new employee orientation provided to any newly hired classified employee. CSEA shall provide the copies of the CSEA membership packets to the District for distribution.
- d) In the event the District conducts a group orientation for new hires, the District will provide CSEA with ten (10) days advance notice. The President shall be provided release time should the orientation be scheduled during the President's work hours. 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.

2. EMPLOYEE INFORMATION

- a) "Newly hired employee" or "new hire" means any employee, whether permanent, full time or 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 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 FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:
 - i. First Name;
 - ii. Middle initial;
 - iii. Last name;
 - iv. Suffix (e.g. Jr., III)
 - v. Job Title;
 - vi. Department;
 - vii. Primary worksite name;
 - viii. Work telephone number;
 - ix. Home Street address (incl. apartment #);
 - x. City;
 - xi. State;
 - xii. ZIP Code (5 or 9 digits);
 - xiii. Home telephone number (10 digits);
 - xiv. Personal cellular telephone number (10 digits);
 - xv. Personal email address of the employee;
 - xvi. Last four numbers of the social security number;

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 in any particular month, the District shall send an e-mail 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 (as listed under 2(b)

above) on the last working day of October, February, and June. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service.

3. DURATION OF AGREEMENT

a) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2022, and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2022, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2022, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed. In the event an agreement is not reached within sixty (60) days after the demand to negotiation, either party can make a demand for interest arbitration.

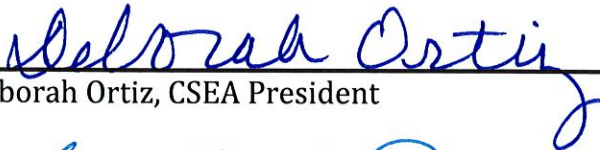
i. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on this during the life of the Agreement from the date this Agreement is signed, through June 30, 2022.

b) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.



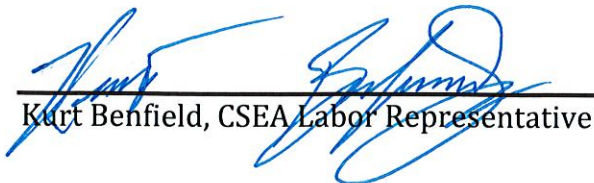
Marc Buljan, Director of Personnel Services
Roseville City School District

10/29/21
Date



Deborah Ortiz, CSEA President

10-29-21
Date



Kurt Benfield, CSEA Labor Representative

10/29/21
Date

Roseville City School District
Classified Salary Schedule
2021/2022

| Range | STEP A | | STEP B | | STEP C | | STEP D | | STEP E (2 Yrs) | | STEP F (@ 7 Yrs) | |
|-------|--------|---------|--------|---------|--------|---------|--------|---------|----------------|---------|------------------|---------|
| | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly | Hourly | Monthly |
| 15 | 15.68 | 2,717 | 15.68 | 2,717 | 16.14 | 2,797 | 16.92 | 2,933 | 17.77 | 3,080 | 18.66 | 3,235 |
| 16 | 15.68 | 2,717 | 15.80 | 2,739 | 16.58 | 2,875 | 17.40 | 3,016 | 18.27 | 3,167 | 19.16 | 3,322 |
| 17 | 15.68 | 2,717 | 16.19 | 2,806 | 17.01 | 2,949 | 17.85 | 3,095 | 18.75 | 3,250 | 19.70 | 3,414 |
| 18 | 15.76 | 2,733 | 16.55 | 2,869 | 17.37 | 3,012 | 18.23 | 3,160 | 19.13 | 3,316 | 20.08 | 3,481 |
| 19 | 16.17 | 2,803 | 17.00 | 2,947 | 17.84 | 3,093 | 18.72 | 3,245 | 19.67 | 3,409 | 20.67 | 3,582 |
| 20 | 16.59 | 2,875 | 17.40 | 3,016 | 18.26 | 3,165 | 19.16 | 3,321 | 20.13 | 3,490 | 21.13 | 3,662 |
| 21 | 16.99 | 2,945 | 17.84 | 3,093 | 18.72 | 3,244 | 19.68 | 3,412 | 20.67 | 3,582 | 21.70 | 3,762 |
| 22 | 17.42 | 3,019 | 18.32 | 3,176 | 19.23 | 3,333 | 20.16 | 3,494 | 21.17 | 3,669 | 22.22 | 3,852 |
| 23 | 17.86 | 3,097 | 18.74 | 3,248 | 19.72 | 3,418 | 20.69 | 3,587 | 21.72 | 3,765 | 22.81 | 3,954 |
| 24 | 18.38 | 3,185 | 19.27 | 3,340 | 20.26 | 3,512 | 21.26 | 3,685 | 22.32 | 3,869 | 23.43 | 4,061 |
| 25 | 18.77 | 3,254 | 19.73 | 3,420 | 20.70 | 3,588 | 21.76 | 3,771 | 22.83 | 3,957 | 23.98 | 4,157 |
| 26 | 19.24 | 3,335 | 20.21 | 3,503 | 21.22 | 3,678 | 22.28 | 3,861 | 23.39 | 4,054 | 24.57 | 4,259 |
| 27 | 19.74 | 3,422 | 20.72 | 3,592 | 21.79 | 3,776 | 22.88 | 3,965 | 24.01 | 4,163 | 25.38 | 4,399 |
| 28 | 20.23 | 3,507 | 21.23 | 3,680 | 22.30 | 3,865 | 23.38 | 4,052 | 24.56 | 4,257 | 25.78 | 4,469 |
| 29 | 20.74 | 3,595 | 21.78 | 3,775 | 22.88 | 3,967 | 24.03 | 4,165 | 25.24 | 4,375 | 26.49 | 4,591 |
| 30 | 21.25 | 3,684 | 22.31 | 3,867 | 23.40 | 4,055 | 24.57 | 4,259 | 25.82 | 4,475 | 27.12 | 4,700 |
| 31 | 21.84 | 3,786 | 22.95 | 3,978 | 24.08 | 4,174 | 25.26 | 4,378 | 26.54 | 4,600 | 27.85 | 4,828 |
| 32 | 22.34 | 3,872 | 23.45 | 4,065 | 24.63 | 4,270 | 25.84 | 4,478 | 27.14 | 4,704 | 28.49 | 4,939 |
| 33 | 22.97 | 3,981 | 24.13 | 4,183 | 25.30 | 4,386 | 26.55 | 4,602 | 27.86 | 4,830 | 29.26 | 5,072 |
| 34 | 23.48 | 4,070 | 24.65 | 4,273 | 25.89 | 4,488 | 27.18 | 4,711 | 28.56 | 4,950 | 29.97 | 5,195 |
| 35 | 24.05 | 4,168 | 25.25 | 4,376 | 26.52 | 4,597 | 27.84 | 4,825 | 29.23 | 5,066 | 30.71 | 5,323 |
| 36 | 24.65 | 4,273 | 25.89 | 4,488 | 27.18 | 4,711 | 28.54 | 4,947 | 29.95 | 5,192 | 31.47 | 5,454 |
| 37 | 25.25 | 4,377 | 26.53 | 4,599 | 27.84 | 4,826 | 29.25 | 5,070 | 30.75 | 5,330 | 32.28 | 5,594 |
| 38 | 25.87 | 4,484 | 27.16 | 4,708 | 28.51 | 4,942 | 29.93 | 5,188 | 31.43 | 5,448 | 33.00 | 5,720 |
| 39 | 26.47 | 4,587 | 27.80 | 4,818 | 29.15 | 5,053 | 30.64 | 5,311 | 32.19 | 5,580 | 33.80 | 5,859 |
| 40 | 27.10 | 4,696 | 28.43 | 4,927 | 29.85 | 5,173 | 31.34 | 5,432 | 32.89 | 5,702 | 34.55 | 5,988 |
| 45 | 30.62 | 5,308 | 32.16 | 5,574 | 33.76 | 5,851 | 35.46 | 6,146 | 37.22 | 6,452 | 39.09 | 6,775 |
| 50 | 34.66 | 6,008 | 36.39 | 6,308 | 38.22 | 6,625 | 40.12 | 6,954 | 42.12 | 7,302 | 44.23 | 7,667 |
| 55 | 39.21 | 6,797 | 41.17 | 7,135 | 43.20 | 7,488 | 45.39 | 7,867 | 47.64 | 8,257 | 50.03 | 8,672 |
| 60 | 44.37 | 7,691 | 46.58 | 8,073 | 48.91 | 8,478 | 51.34 | 8,899 | 53.92 | 9,347 | 56.62 | 9,814 |
| 62 | 46.61 | 8,079 | 48.94 | 8,482 | 51.39 | 8,907 | 53.95 | 9,352 | 56.65 | 9,820 | 59.47 | 10,308 |
| 67 | 52.60 | 9,118 | 55.31 | 9,587 | 58.06 | 10,064 | 60.98 | 10,570 | 64.02 | 11,096 | 67.15 | 11,640 |

BASIC UNIT: Hourly Rate

MONTHLY RATE: 2,080 hours per year/12 months (rounded)

ANNIVERSARY INCREMENT: \$1,157 (12 month) \$1,061 (11 month) \$965 (10 month) to begin with years 9, 12, 18, 21 & 24 cumulatively

Effective: 7/1/2021

Board Approved: 1/13/2022

Note: Range 15A, 15B, 16A, and 17A increased to meet minimum wage threshold. 4.5% salary increase effective 07/01/2021

Board Approval 6/20/22 of updated Appendix A.

APPENDIX A
ROSEVILLE CITY SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE

| RANGE | CLASSIFICATION |
|--------------|---|
| 1-14 | |
| 15 | |
| 16 | Cafeteria Site Cashier; Cafeteria Worker; Meal Duty Supervisor |
| 17 | |
| 18 | Bus Monitor; Elementary Cafeteria Lead; Instructional Assistant; Instructional Assistant - Physical Education |
| 19 | Instructional Assistant - ALC; Instructional Assistant - ESL |
| 20 | Computer Lab Assistant; Instructional Assistant - Level 1; Middle School Cafeteria Lead; Parent/School/Community Liaison |
| 21 | |
| 22 | Central Kitchen Lead; Health Assistant; Instructional Assistant - Level 2; Student Van Driver; Campus Monitor |
| 23 | Attendance Clerk; Custodian; Secretary - School |
| 24 | District Receptionist; Instructional Assistant - Level 3; Library Media Specialist; Media Center Assistant; Instructional Assistant - Deaf and Hard of Hearing |
| 25 | Office Specialist; School Secretary/Registrar |
| 26 | Bus Driver Instructor; Lead Custodian; Substitute Services Coordinator; Support Specialist - Technology |
| 27 | Administrative Secretary - School |
| 28 | Account Clerk; Administrative Assistant - Department (Educational Services; Maintenance/Facilities; Educational Support Services); Food Service Support Specialist; Gardener/Maintenance Worker; Leaves/Workers' Compensation/Health & Safety Technician; Purchasing Technician; Textbook/Media Center Technician; Transportation Coordinator; Warehouse Worker/Delivery Driver |
| 29 | |
| 30 | |
| 31 | Bus Driver; Maintenance Worker I |
| 32 | Account Technician; Lead Gardener/Maintenance Worker |
| 33 | |
| 34 | Information Systems Technician |
| 35 | Maintenance Worker II |
| 36 | |
| 37 | Lead Bus Driver; Lead Information Systems Technician; Lead Maintenance Worker |
| 38 | Maintenance Worker III - HVAC/Electrician |
| 39 | |
| 40 | Applications Specialist I |
| 41-44 | |
| 45 | Instructional Assistant - Occupational Therapy; Instructional Assistant - Speech and Language |
| 46-61 | |
| 62 | Behavior Analyst |
| 63-66 | |
| 67 | Occupational Therapist; Physical Therapist; Board Certified Behavior Analyst |

For information regarding Medical, Dental, or Vision benefits, please refer to the district website: www.rcsdk8.org.

APPENDIX C

LIST OF REFERENCED FORMS

(Forms Attached)

| <u>FORM #</u> | <u>REPORT TITLE</u> |
|---------------|---|
| #38 | Certificated/Classified Time Report |
| -- | Classified Catastrophic Leave Donation Form |
| #76 | Classified Professional Growth Form |
| #112 | Computation of Compensatory Time Accumulation & Use |
| #65 | Current Classified Employee Application Form |
| #77 | Evaluation Report for Classified Employees |
| #39 | Expense Claim |
| #56 | Grievance Statement |
| #50 | Request for Leave |



Personnel Services

2018/2019

CLASSIFIED

CATASTROPHIC LEAVE DONATION FORM

I would like to donate _____ hours to the Catastrophic Leave Bank. (Must donate in increments equal to your total daily hours.) I acknowledge that all transfers of eligible credits are irrevocable and binding.

Please Print Name: _____

Badge/ID # _____

Site: _____

Signature: _____

Date: _____

Please return this form to the Personnel Office by Friday, May 31, 2019.

ROSEVILLE CITY SCHOOL DISTRICT
Personnel Office

CLASSIFIED PROFESSIONAL GROWTH

This form is to be filled out and submitted to the Personnel Office for approval PRIOR TO ENROLLMENT

EMPLOYEE NAME: _____ EMPLOYEE#: _____

SCHOOL/DEPARTMENT: _____ CURRENT POSITION: _____

| Company/ Institution | Course # | Course Title | # Hours ** | # Sem. Unit | # Qtr. Unit | Date Course Begins | Date Course Ends |
|-------------------------|-------------|--------------|------------------|-------------------|-------------------|--------------------------|------------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

** 15 class/clock hours equal 1 (one) semester unit

Please briefly state object of this course and its relationship to your current position or promotional position:

Signature _____ Date _____

APPROVED: _____ Date _____
 Assistant Superintendent - Personnel Services

APPROVED DENIED JOB RELATED PROMOTION RELATED

FOR DISTRICT OFFICE USE -- APPROVAL FOR PAYMENT

Course/class completion verified by:

Grade Card Transcript Certification Other: _____

Amount to be paid _____ X \$75.00 = \$ _____
 # of units for payment per unit Total Account Code

APPROVED: _____ Date _____
 Assistant Superintendent - Personnel Services

Roseville City School District
COMPUTATION OF COMPENSATORY TIME ACCUMULATION & USE

Comp time is equivalent to any hours worked beyond either (8) hours or forty (40) hours per week and shall be compensated at 1½ times the regular rate. Any such hours must have prior approval of supervisor.

_____ ID# _____

Print Employee Name

| |
|--|
| TOTAL COMP TIME CARRIED OVER: _____ |
|--|

| DATE COMP TIME EARNED | ADDITIONAL HOURS WORKED | COMP TIME EARNED | REASON FOR WORKING ADDITIONAL TIME |
|-----------------------|-------------------------|------------------|------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| |
|---|
| TOTAL COMP TIME EARNED THIS MONTH: _____ |
| TOTAL COMP TIME ACCUMULATED: _____ |

| DATE COMP TIME USED | TOTAL AMOUNT USED |
|---------------------|--------------------------|
| | |
| | |
| | |

| |
|--|
| TOTAL COMP HOURS USED THIS MONTH: _____ |
|--|

| DATE | TOTAL HOURS PAID |
|------|-------------------------|
| | |

| |
|---|
| TOTAL COMP HOURS PAID THIS MONTH: _____ **Must attach a signed time sheet |
|---|

| |
|--|
| TOTAL REMAINING COMP TIME TO BE CARRIED OVER: _____ |
|--|

 Supervisor's Signature Date

 Employee's Signature Date

SUBMIT THIS FORM TO THE PERSONNEL OFFICE ON THE LAST WORKING DAY OF THE MONTH.
TIME SHEETS SUBMITTED BY THE 25TH OF THE MONTH WILL BE PAID ON THE 10TH OF THE FOLLOWING MONTH.

ROSEVILLE CITY SCHOOL DISTRICT
Personnel Services
1050 Main Street
Roseville, CA 95678

CURRENT EMPLOYEE APPLICATION - PERMANENT/PROBATIONARY EMPLOYEES

INSTRUCTIONS: Fill out this form completely and include a **current resume** when submitting.

It is the employee's responsibility to submit a new form for each position being applied for.

Name: _____ Current Position/Location: _____

Home Phone: _____ Cell Phone: _____

E-mail Address: _____

| | |
|-----------------------------------|---------------------|
| Position/Grade Applied For: _____ | Location: _____ |
| Hours (classified only): _____ | Closing Date: _____ |

1. List your most recent (last 5 years) job experience(s) with the District.

| |
|----------------------|
| |
|----------------------|

2. Please describe your qualifications for this position:

| |
|------------------------------|
| |
|------------------------------|

3. Why are you interested in applying for this position?

| |
|--|
| |
|--|

Signature

Date

Please return this completed form to Personnel Services by 3:30 p.m. on or before the closing date for the position for which you are applying.

Roseville City School District

EXPENSE CLAIM

NAME _____ ID# _____ FROM _____ TO _____

POSITION _____ SITE _____

| Date | Destination – Purpose - Item | Miles | Meals | Misc. | Total Expenses | District Office Use Only |
|--------------|------------------------------|-------|-------|-------|----------------|--------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL | | | | | | |

Reimbursement for meals will be in accordance with Board Policy 4133. The following are approved meal limitations—employees will not be reimbursed over the following amounts: Breakfast - up to \$9.00; Lunch - up to \$16.00; and Dinner - up to \$20.00 (no receipts needed for meals).

Original Receipts must be glued or taped to a blank page (NO STAPLES) and attached to this form

I hereby certify the above to be a true and accurate account of my employment and the actual and necessary travel expense incident thereto for the period indicated. I also certify that I am not receiving compensation or reimbursement from any other project sponsored by the federal government or with federal funds for the same time period named above.

SIGNED _____ APPROVED _____ DATE _____

| FD | RESC | Y | OBJT | SO | GOAL | FUNC | SCH | BR | L02 | L3 | AMOUNT |
|----|------|---|------|----|------|------|-----|----|-----|----|--------|
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

If required: Goal _____ Action _____ Page _____

White & Canary: Business
Pink: School

ROSEVILLE CITY SCHOOL DISTRICT
CLASSIFIED GREIVANCE STATEMENT
FORMAL LEVEL ONE

Name of Grievant _____ Position _____

Work Site _____ Supervisor _____

Date Situation Occurred _____ Date Step I Filed _____

Specific provision(s) of contract alleged to have been violated:

Statement of Facts (statement that includes applicable information - names, dates, places - and nature of the complaint)

Proposed Remedy:

Employee's Signature _____ Steward/CSEA (optional) _____

Supervisor's Response:

Supervisor's Signature _____ Date _____

Pc: Employee, CSEA, RCSD Personnel Department

ROSEVILLE CITY SCHOOL DISTRICT
CLASSIFIED GREIVANCE STATEMENT
FORMAL LEVEL TWO

Name of Grievant _____ Position _____

Work Site _____ Supervisor _____

Date Situation Occurred _____ Date Step I Filed _____ Date Step II Filed _____

Specific provision(s) of contract alleged to have been violated:

Reason(s) grievance not resolved by Informal Process Steps I and II or Formal Process Step I:

Statement of Facts (statement that includes names, dates, places - and nature of the complaint)

Proposed Remedy:

Employee's Signature _____ Steward/CSEA (optional) _____

Superintendent or Designee's Response:

Superintendent or Designee's Signature _____ Date _____

Pc: Employee, CSEA, RCSD Personnel Department

REQUEST FOR LEAVE

Submit form prior to event – it is not necessary to submit after occurrence.

Name _____ 4-digit Employee ID# _____

Worksite(s) _____ Job Title _____

Duration of Requested Leave: First Day _____ Last Day _____

Type of Leave Requested:

SICK LEAVE:
 Employee; request *ONLY* for long-term/extended sick leave/medical/surgery (include note from health care provider)

PERSONAL NECESSITY Chargeable against sick leave:
 Compelling Personal Importance (CPI) Additional Bereavement Leave Court Appearance
 *Long-term illness or care of immediate family (*Please include note from health care provider for extended illness/surgery.)

LEAVE WITH PAY:
 Vacation Association Negotiations Floating Holiday (classified only) Article XX (certificated only) Superintendent approval

LEAVE WITHOUT PAY:
 Personal Business 261 Day (classified only) FMLA/CFRA Other _____

Reason for requested leave: _____

Employee Signature Date

Recommendation of Immediate Supervisor Approved Not Approved

Comments: _____

Supervisor Signature Date

AFTER SITE APPROVAL SEND TO PERSONNEL

DISTRICT OFFICE USE ONLY:

Comments: _____

District Office Administrator Date