

*Agreement Between*

**BOARD OF TRUSTEES  
ORCUTT UNION SCHOOL DISTRICT**

and

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
ORCUTT UNION SCHOOL DISTRICT  
CHAPTER #255**

*Effective September 1, 2020 through August 31, 2023*



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**ARTICLE 1**

**DESIGNATION OF PARTIES AND TERM**

This Agreement is made and entered into this 1<sup>st</sup> day of September, 2020 between the Orcutt Union School District (hereinafter referred to as "District") and the California School Employees Association and its Orcutt Union School District, Chapter #255 (hereinafter referred to as "CSEA").

This Agreement shall become effective upon adoption by the District and ratification by CSEA and shall remain in full force and effect until August 31, 2023. CSEA shall submit its initial proposal to the District no later than the regular March Board meeting.

The signatures which follow indicate that this Agreement has been adopted by the employer and ratified by the exclusive bargaining unit.

\_\_\_\_\_  
President, Board of Trustees  
Orcutt Union School District

\_\_\_\_\_  
President, CSEA  
Orcutt Union School District  
Chapter #255

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
For CSEA

\_\_\_\_\_  
Date

## **ARTICLE 2**

### **RECOGNITION**

The District acknowledges that CSEA is the exclusive representative for all classified employees holding those positions described in Appendix A (Recognition Agreement), attached hereto and incorporated by reference as a part of this Agreement. All newly created positions, except for those that are certificated, management, confidential or supervisory, shall be assigned to the bargaining unit. Prior to designating such positions as management, confidential or supervisory, the District agrees to meet and discuss the placement of the positions with CSEA and attempt to reach mutual agreement. Disputed cases shall be submitted to the Public Employment Relations Board for resolution. The District shall notify CSEA in writing of all newly created positions.

**CHECK OFF AND ORGANIZATIONAL SECURITY**

**3.1 Membership and Dues Deduction:**

- 3.1.1 The District shall refer all employee questions about membership in CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.
- 3.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee about that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.
- 3.1.3 As the exclusive representative of classified employees, CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

**3.2 Dues Deduction:**

- 3.2.1 The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 3.2.2 The District, and authorized representatives, shall remain neutral regarding employee decisions to belong to an employee organization or participate in its activities as required by law.

The District shall refer any questions about union membership to the CSEA Labor Relations Representative.

- 3.2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 3.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

**3.3 Personnel Member Information**

- 3.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, personal email address, and status as a union member.-
- 3.3.2 The District currently uses best efforts to filter out non-work related emails from outside organizations to work email addresses using a SPAM filter. If the District

determines that unsolicited emails from outside organizations cause a significant disruption to bargaining unit members' productivity, the District shall take reasonable steps to ensure that its SPAM filter is as effective as possible in a content neutral manner.

### **3.4 Hold Harmless Provision:**

**3.4.1** CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

**ORGANIZATIONAL RIGHTS**

- 4.1** CSEA shall have the following organizational rights:
  - 4.1.1** Right of access at reasonable times to areas in which employees work.
  - 4.1.2** The right to use, without charge, designated bulletin boards, mailboxes, the school mail system, and telephone (local calls only) for posting or transmission of information or notices concerning CSEA activities.
  - 4.1.3** The right to reasonable use, without charge, of District-owned office and audio-visual equipment, facilities and buildings, except that charges may be levied for any supplies used or for any building or facility used for which the general public would be charged for use.
  - 4.1.4** The right to an annual roster of personnel in the bargaining unit including home address, telephone number, hire date, seniority, class seniority, and bargaining unit seniority, if needed.
  - 4.1.5** The right to receive, without charge, one (1) copy of the Board of Trustees' agenda with all non-confidential supporting information.
  - 4.1.6** The right to receive a copy of the preliminary District budget for the ensuing year at the time it is forwarded to the Board of Trustees, the adopted budget at the time it is adopted, and any transfers and revisions to the budget during the budget year.
  - 4.1.7** The right to review at reasonable times other non-confidential material in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining agent.
  - 4.1.8** The right of three (3) hours per day release time, as needed, and upon notification to the immediate supervisor, for the CSEA Chapter President, or Vice President in the absence of the President, to conduct necessary CSEA business. The time is not to be accumulated. Under normal circumstances precedence shall be given to District work. Should the use of release time by the President or the Vice President impact on that person's ability to complete District business, the District will make a reasonable effort to assure the President or Vice President's regular workload is met under the given circumstances. Any staffing arrangement made will be considered temporary and not part of regular staffing.

- 4.1.9** The right of a CSEA member who is a CSEA State officer or CSEA State committee member to leave work early on days when it is necessary to leave early to travel to meetings directly related to business affecting Chapter #255 and its members. Advance notice shall be given to the Superintendent or his designee and such time will be release time.
- 4.1.10** The right of Chapter officers working in evening shift to be allowed reasonable release time to attend Association/Chapter regular and executive board meetings.
- 4.1.11** The right of release time for CSEA Chapter delegates, who are in paid status on the working day immediately preceding and succeeding the conference, to attend the CSEA annual conference.
- 4.1.12** Any time the District appoints an advisory committee that includes a representative of CSEA, CSEA may select the representative.
- 4.1.13** The District acknowledges that they may not meet and negotiate nor enter into any written agreements over matters within the scope of representation with any organization other than CSEA concerning the rights of bargaining unit members.
- 4.1.14** The District shall provide each present unit member and all new unit members with a copy of this Agreement. All costs shall be shared by the parties equally.
- 4.1.15** All references made to “release time” in this Article shall be understood to be in paid status.
- 4.1.16** The District and CSEA agree not to discriminate in any manner against a unit members because of their union activity.



**PROCEDURE FOR CONSULTATION**

- 5.1** The parties agree and acknowledge that a variety of items are or may be outside the scope of representation provided in Chapter 10.7 (commencing with Section 3540) to Division of Title 1 of the Government Code that heretofore have been a part of the Board policies of the District or may become Board policies of the District in the future. Government Code Section 3543.2 permits the District to consult with an exclusive representative on matters outside the scope of representation. The parties agree, as part of this Agreement, to utilize the consultation procedure specified in Section 5.2 below whenever a Board policy change or adoption is one that affects the specific employment rights and obligations of bargaining unitmembers.
- 5.2 Consultation Procedure**
- 5.2.1** At least two (2) weeks prior to enactment of a policy change or adoption subject to this procedure, the Superintendent shall notify the CSEA of the proposed change or adoption and reasons therefore.
- 5.2.2** Within two (2) weeks of the mailing or delivery of the notification, whichever is sooner, the CSEA must notify the Superintendent of CSEA's desire to be consulted or the right to be consulted shall be deemed waived.
- 5.3** The District agrees that the CSEA shall have the right to propose modifications to policies subject to this Article and to propose new policies that affect the specific rights and obligations of bargaining unit members of the CSEA. The Superintendent or his designee shall meet with representatives of CSEA to discuss proposed modifications or proposed new policies.
- 5.4** The parties recognize and acknowledge that the District, pursuant to Government Code Section 3543.2, has the right to consult with any employees or employee organizations other than CSEA, as well as others, on all matters subject to consultation.

**GRIEVANCE PROCEDURE**

**6.1 Definition of Terms**

**6.1.1 Grievant:** An allegation by a grievant that there has been a mis-interpretation, a misapplication, or a violation of the specific provisions of this Agreement. The parties' knowledge that there may be employee complaints affecting working conditions that do not relate specifically to this contract, either because it is not clear whether the condition is within the scope of representation or the parties have chosen not to include it. The District agrees to provide a complaint procedure outside this contract to handle such complaints. The complaint procedure shall be subject to the consultation procedure in Article 5.

**6.1.2 Grievant:** CSEA or an individual employee in the bargaining unit covered by the terms of this Agreement who alleges a grievance.

**6.1.3 Day:** A day in which the central administration offices of the District are open for business.

**6.1.4 Immediate Supervisor:** the lowest level management person having immediate jurisdiction over the grievant.

**6.2 Procedures.** In all cases, the grievant must begin the formal level grievance process within thirty (30) days after the grievant knew of the alleged occurrence or act or omission giving rise to the grievance, or the right to present such grievance will be deemed waived. In all of the following procedures, it is understood that a grievant may be assisted by or represented by a CSEA Job Steward. In addition, a unit member may authorize a Job Steward in writing to take any action on behalf of the unit member. A grievant may also choose to represent himself/herself pursuant to sub-Section 6.3.2 of this Article.

**6.2.1 Informal Level.** Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor.

**6.2.2 Formal Level.**

**6.2.2.1 Level One.** If an informal settlement has not been effected and the grievant chooses to pursue the grievance further, the grievant shall present his/her grievance on the prescribed form to his/her immediate supervisor. The form shall include statements indicating:

- (1) how the individual employee was adversely affected;

(2) the specific Section of the contract allegedly violated; and  
(3) the specific remedy sought by the employee to resolve the grievance. The immediate supervisor shall communicate his/her decision to the employee in writing within the ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level. A conference shall be held within the above time limits at the request of either the grievant or the immediate supervisor.

**6.2.2.2 Level Two.** In the event the grievant is not satisfied with the decision at level One, he/she may appeal the decision to a grievance officer who shall be the Assistant Superintendent of Personnel or other central office administrator within ten (10) days. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form.

The grievance officer shall communicate his decision to the grievant in writing within ten (10) days after receiving the appeal. If the grievance officer does not respond within the time limits, the grievant may appeal to the next level. A conference shall be held within the above time limits at the request of either the grievant or the grievance officer.

**6.2.2.3 Level Three.** If the grievant is not satisfied with the decision at level Two, he/she may appeal the decision on the appropriate form to the Superintendent within ten (10) days. This statement shall include a copy of the original grievance and appeal the decisions rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent shall communicate his/her decision to the grievant in writing within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level. A conference shall be held within the above time limits at the request of either the grievant or the Superintendent.

**6.2.2.4 Level Four.** If the grievance is not resolved at Level Three to the satisfaction of the grievant, he/she may, within ten (10) days of the recommendation, ask the Board of Trustees to make a determination. Prior to the matter going to the Board, either the Superintendent or the grievant may request that the parties meet with a mediator, mutually agreed upon by the District and the Association, from the State Office of Mediation and Conciliation in an effort to resolve the grievance. If the parties are not able to reach a mutually

acceptable solution as a result of mediation, then the matter shall proceed to the Board for final resolution. The Board of Trustees may elect to:

- (1) make a final determination on the grievance, relying entirely on the evidence and information developed in Levels One, Two or Three;
- (2) take testimony on the grievance; or
- (3) require further information be developed at one (1) or more levels of the grievance procedure.

Grievant shall be permitted the opportunity to make an oral presentation to the Board of Trustees prior to Board action on the grievance.

The Board of Trustees is the final step in the grievance procedure and their determination shall be final.

### **6.3 Miscellaneous**

- 6.3.1** In each of Levels One, Two and Three, the person hearing the grievance may take an extension of five (5) days to render a decision for “good and valid reasons.” Such reasons shall include, but not be limited to, such things as number of grievances filed, illness or vacation.
- 6.3.2** Should a grievant choose to pursue a grievance without the intervention of the exclusive representative, then, prior to any final resolution of the grievance at any level, the District shall convey a copy of the grievance and its proposed resolution to the exclusive representative and shall allow the exclusive representative ten (10) days to comment thereon. Nothing herein shall be construed to limit the right of a bargaining unit member to be represented by the CSEA.
- 6.3.3** Any settlement of a grievance shall be applicable to that grievance only. It shall be considered but shall not be binding authority for the disposition of any similar grievance.
- 6.3.4** By mutual agreement of the District and the CSEA, and with the consent of all the grievants, two or more similar grievances may be processed together, and such grievance may be initiated at Level Two.
- 6.3.5** The grievant has the right to present and have his/her grievance adjudicated during working hours, except for hearings before the Board of Trustees.
- 6.3.6** CSEA has the right to designate Job Steward from among members of the bargaining unit to assist unit members.

- 6.3.6.1** CSEA shall notify the District of the names of the Job Stewards and their responsibilities within sixty (60) days of the effective date of this Agreement.
- 6.3.6.2** No more than one (1) Job Steward or alternate may be involved in any one (1) grievance. The alternate only services in the absence of the Job Steward.
- 6.3.6.3** The Job Steward shall be entitled to seek and obtain assistance of CSEA staff after Level One of the procedure outlined in this Article.
- 6.3.6.4** Upon reasonable notice but not less than four (4) hours' notice prior to a scheduled conference, Job Stewards shall be released from their assignments to attend a scheduled grievance conference; the immediate supervisor of the Job Steward will contact the District official conducting the conference to make alternate arrangements.
- 6.3.7** Neither party shall take reprisals against any member of the unit in the grievance procedure by reason of such participation.
- 6.3.8** All grievance records shall be maintained in the Personnel Office in a file separate and apart from other Personnel records. The maintenance and disposition of those grievance files shall be governed by the provisions of Title V, Sec. 16023.
- 6.3.9** In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be completed prior to the end of the school year, or as soon thereafter as is practicable.

**SAFETY**

- 7.1 District Compliance.** The District shall make every effort to comply with all health, safety and sanitation requirements imposed by State or Federal law or regulations adopted under State or Federal law as it affects members of bargaining unit.
- 7.2 Safety Committee.** A safety committee shall be formed composed of two (2) members appointed by the District and two (2) members appointed by CSEA; which committee shall review health, safety, sanitation and working conditions and make recommendations to the Superintendent or his designee regarding District compliance. The safety committee will meet on District time, meeting at least every three (3) months starting September 2000. Unit members are encouraged to be safety conscious in their own actions and to report any alleged or potentially unsafe or unhealthy conditions to their immediate supervisor. If the issue is not satisfactorily resolved, the matter may be submitted on a District form to the Assistant Superintendent.
- 7.3 Non-Discrimination.** No employee shall be in any way discriminated against as a result of reporting to the safety committee any conditions believed to be a violation of Section 7.1.

**EVALUATION****8.1 Evaluation**

- 8.1.1** Insofar as possible, evaluations shall be based upon the direct observation and knowledge of the evaluator. In any instance when such direct observation and knowledge is not possible, the evaluator shall make every attempt to verify the information and shall note that such evaluation is not based upon direct observation and knowledge. Any negative evaluation shall include specific recommendations for improvements. Whenever possible, provisions for assisting the employee in implementing any recommendation shall be made.
- 8.1.2** Before any evaluation documents are placed in the employee's personnel file, he/she shall be given an opportunity to read the documents and confer with his/her evaluator during regular working hours. The employee shall have the opportunity to append a statement. All documents placed in an employee's personnel file pursuant to this Section shall be signed and dated, including the appended documents.
- 8.1.3** There shall be a copy of each and every evaluation of any employee kept in his/her personnel file. This personnel file shall be maintained at the District's central administration office. Action shall not be taken against any employee based upon information that would normally be found in that employee's personnel file unless the information is in the employee's file in accordance with the procedures contained in this Article.
- 8.1.4** Employees shall be provided with a copy of all evaluations and any derogatory material prior to placement in his/her personnel file.
- 8.1.5** All employees shall be evaluated at least once annually during their first ten (10) years of employment with the district. After ten (10) years of permanent employment with the district, employees who have received overall satisfactory evaluations in all past evaluations may be evaluated every second year. The two-year evaluation cycle shall occur only with the mutual consent of both evaluator and evaluatee and either party may withdraw their consent at any time.
- 8.1.6** Evaluations shall be completed, presented to the employee, and forwarded to the Personnel Office no later than May 15<sup>th</sup> of each school year. If any evaluation contains an unacceptable performance or requires improvement rating, or any negative

comments, the evaluation shall, upon request, be reviewed with the employee.

- 8.1.7** All employees supervised by more than one designated supervisor shall be evaluated by each supervisor if the period of supervision exceeds two (2) months in the school year.
- 8.1.8** In addition, all newly hired probationary employees shall be evaluated at least two (2) times during the probationary period, generally at the end of the third and sixth months. The evaluator shall review the District's Classified Employee Evaluation Report with a newly hired probationary employee within a reasonable period of employment.
- 8.1.9** Promotional probationary employees shall be evaluated generally at the end of the third month of the probationary period.

## **8.2 Personnel Files**

- 8.2.1** An employee shall have the right, during non-working time, to examine and/or obtain copies of any evaluation or other materials contained in his/her personnel file, with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the employee involved.
- 8.2.2** All personnel files shall be kept in confidence. They shall be available for inspection only to District officers and employees when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made.
- 8.2.3** Notwithstanding the provisions of Section 8.2.2, the employees in the personnel office shall not be required to enter their names on the inspection log sheet when working with the personnel files in the course of their regular duties.
- 8.2.4** Any person who places written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Information of a derogatory nature, except as excluded in Education Code Section 44031, shall not be entered or filed in the official personnel file until the employee is given notice and an opportunity to review during normal business hours without a salary reduction. The employee involved may request, and be granted, a personal conference with the manager who originated the derogatory material to discuss the content of the material prior to its being entered into the file. The employee shall be given ten (10) days in which to respond to the material after being furnished with a copy by the Personnel



Director or within ten (10) days after the personal conference is held. Derogatory information, if to be placed in the file, shall be placed in the file within sixty (60) days of the time of the act or omission, or within sixty (60) days of the act or omission coming to the District's attention.

**8.2.5** Representatives of CSEA shall have the right to review employees' personnel files when accompanied by the employee or on presentation of a written authorization signed by the employee.

**8.2.6** There shall be no more than one official personnel file kept for each employee and that shall be kept in the District office.

**INVOLUNTARY TRANSFERS, TEMPORARY ASSIGNMENTS,  
AND APPLICATIONS FOR JOB OPENINGS**

- 9.1 Involuntary Transfers.** Involuntary transfers are defined as an involuntary, permanent change from one (1) work site to another in the same classification. When a member is involuntarily transferred by the District, he/she will, upon request, be given a statement of the reason(s) for the transfer. Within ten (10) days after receiving this statement, he/she may request a review of the transfer by the Director of Personnel or designee. Affected employees shall have the right to union representation. This review will be conducted within twenty (20) working days after the request is received by the Director of Personnel or designee.
- 9.2 Temporary Assignments.** Temporary assignments are defined as an involuntary, temporary change from one (1) work site to another. The District, at its discretion, may temporarily assign a bargaining unit member for a maximum of thirty (30) working days in each fiscal year unless the employee voluntarily consents to a longer period. During the temporary assignment, the employee is entitled to the mileage rate specified elsewhere in this Agreement for additional travel miles from his/her residence to the new work site over the travel miles from the residence to the old work site. Affected employees shall have the right to union representation.
- 9.3 Temporary Assignment for medical Reasons.** An employee who has become medically unable to satisfactorily perform his/her regular job duties may request alternate bargaining unit work when same is available. Upon receipt of such a request, the District and CSEA will meet and discuss the advisability of such an assignment. Any temporary assignment for medical reasons and conditions must have the concurrence of the individual, the individual's physician, the District and CSEA.
- 9.4 Job Openings.** A job opening is defined as a new bargaining unit position or existing bargaining unit position that the District intends to fill. No job opening will exist until the District completes all other personnel transactions required in this Agreement or by State Law such as preferential rights of laid off employees.
- 9.4.1** The District shall first make job openings available as lateral transfer opportunities to all members in the same classification who have within a year prior to the opening, filed a request to transfer with the personnel office. Members who meet the qualifications shall be interviewed and those not selected are entitled to reasons. The District retains the discretion to select a transfer applicant or not, but agrees that the member with the most District-wide seniority will be transferred whenever two members are equally qualified.

- 9.4.2** Once transfer requests have been considered and/or made, the remaining opening will be designated, by the District, as either (1) a promotional vacancy, or (2) a promotional/open vacancy and advertised accordingly. All such openings shall be posted for five (5) working days at every District site on the designated bulletin board.
- 9.4.3** In the case of a promotional/open vacancy, the District will first consider members of the bargaining unit, but retain the discretion to select the job recipient from among all applicants. Members who meet the qualifications shall be interviewed and, if not selected, given reasons upon request. The District reserves the right to reject any and all applicants. Whenever the final selection is among two or more members of the bargaining unit, and in the judgment of the District the members are equally qualified, the positions will first be offered to the member with the most District-wide seniority.
- 9.4.4** In the case of a promotional vacancy, whenever the final selection is among two or more members of the bargaining unit, and in the judgment of the District the members are equally qualified, the position will first be offered to the member with the most District-wide seniority. The District reserves the right to reject any and all applicants. Rejected applicants shall be given reasons for non-selection upon request, including, if applicable, why the District did not believe the members were equally qualified.
- 9.4.5** When an employee is promoted or temporarily assigned to work in a higher classification, he/she shall be guaranteed a minimum of 7½% increase in salary or be placed on the same step of the new classification, as the step of the current classification the employee is in, whichever is higher. The District shall have the option to grant a higher percentage salary increase based on the employee's qualifications and/or experience. The designated authority for salary placement shall be the Director of Personnel, with the Superintendent being the final authority.
- 9.5 Voluntary Transfer.** Employees may request and will be considered for a voluntary transfer to an open position.
- 9.6 Probationary Period.** Upon hire into the District, unit members shall serve a six (6) month probationary period.
- 9.7 Probationary Period upon Promotion.** A unit member who received a promotion shall serve a six (6) month probationary period in the new classification. A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position, shall be employed in the classification from which he or she was promoted. (E.C. 45113a)
- 9.8** When the District has instituted a procedure to hire a regular employee to fill a vacancy in any bargaining unit position, the District may fill the vacancy through the employment, for not more

than sixty (60) calendar days, of one or more substitute employees. This period may be extended when qualified candidates are not identified or if no one accepts offered employment.

**9.9** District-wide seniority is defined as last date of hire as a regular employee of the District.

**VACATIONS**

- 10.1 Eligibility.** All employees in the bargaining unit shall earn paid vacation pursuant to this Article. Vacation benefits are earned on a fiscal year basis; i.e., July 1 through June 30.
- 10.2 Accumulation.** Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule:
- 10.2.1** From the first (1<sup>st</sup>) month through the fifth (5<sup>th</sup>) year of service\*, vacation time shall be earned and accumulated at the rate of .9167 days for each month of service, not to exceed eleven (11) days per fiscal year.
  - 10.2.2** Commencing with the sixth (6<sup>th</sup>) year through the tenth (10<sup>th</sup>) year of service\*, vacation time shall be earned and accumulated at the rate of 1.3333 days vacation for each month of service, not to exceed sixteen (16) days per fiscal year.
  - 10.2.3** Commencing with the eleventh (11<sup>th</sup>) year through the thirteenth (13<sup>th</sup>) year of service\*, vacation shall be earned and accumulated at the rate of 1.4167 days vacation for each month of service, not to exceed seventeen (17) days per fiscal year.
  - 10.2.4** Commencing with the fourteenth (14<sup>th</sup>) year of service\*, vacation shall be earned and accumulated at the rate of 1.75 days vacation for each month of service, not to exceed twenty-one (21) days per fiscal year.
  - 10.2.5** Commencing with the seventeenth (17<sup>th</sup>) year of service\*, vacation shall be earned and accumulated at the rate of 1.8334 days of vacation for each month of service, not to exceed twenty-two (22) days per fiscal year.
  - 10.2.6** Commencing with the twentieth (20<sup>th</sup>) year of service\*, vacation shall be earned and accumulated at the rate of 1.9167 days of vacation for each month of service, not to exceed twenty-three (23) days per fiscal year.
- \*For the purpose of this Article, beginning with the 2004/2005 school year, "year of service", as used to earn vacation time for Classified Employees, shall include prior years of service as a Noon Duty Supervisor in the Orcutt Union School District. It is understood that this provision is non-retroactive.*
- 10.3 Vacation Pay.** Pay for vacation days for all bargaining unit employees shall be the same as that to which the employee is entitled on the day the vacation commences.
- 10.4 Carryover of Vacation Benefits.** One-half of the vacation benefits which are accrued in any fiscal year pursuant to Section 10.2 of this Article may be carried forward to be used in the immediate following fiscal year. If an employee is not permitted to take his full

annual vacation, the amount not taken if in excess of one-half of their accrued vacation shall be paid to the employee.

Years of Service	Month Accrual (Days)	Annual Accrual (Hrs.)	Maximum Allowable Carryover (Hrs.) As of June 30th
1-5	.9167	88	44
6-10	1.3333	128	64
11-13	1.467	136	68
14-16	1.75	168	84
17-19	1.8334	176	88
20+	1.9167	184	92

Example: If an employee has been here for four years, as of June 30<sup>th</sup>, they will be able to carryover a maximum 44 hours into the next fiscal year.

**10.5 Vacation Pay on Termination.** When an employee in the bargaining unit terminates employment or is terminated for any reason, that employee shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination, providing that the employee has completed at least six (6) months of service in the District.

**10.6 Scheduling of Vacations**

**10.6.1** Vacation schedules shall be prepared by the administration. Effort shall be made to enable vacations to be taken at times convenient to the employee and consistent with the needs for the service and workload of the District. Requests for vacation must be made in writing on the District’s current form and approved by the immediate supervisor. (For the purpose of this provision, “supervisor” is the person who will be the unit member’s supervisor at the time of the requested vacation.) Upon receipt of the written vacation request, the supervisor shall respond in writing within five (5) business days (a day the District Office is open for business). If the unit member receives no response within five (5) business days, the unit member may submit the written request directly to Human Resources for consideration by delivering the request to the district office and receiving a date and time stamped copy in return. Response to the vacation request shall be provided by Human Resources within ten (10) business days. If the employee does not receive a

response from Human Resources, the vacation request will be considered approved. Once a written vacation request has been approved by the supervisor or Human Resources, the scheduled vacation time shall not be changed or cancelled, by either the supervisor or unit member, except by mutual agreement. Grievances filed regarding section 10.6.1 shall be filed at Level I of the grievance procedure.

**10.6.2** A form will be distributed to all twelve (12) month employees each year by April 1<sup>st</sup> for vacation requests for the following school year. The vacation requests will be due to your supervisor no later than May 1<sup>st</sup> (If May 1<sup>st</sup> falls on a Saturday or Sunday, the deadline will be the next day the district office is open). These forms will be considered “turned in” at the same time if received by May 1<sup>st</sup>. For these requests and future requests submitted at the same time, the unit member with the greater seniority (Section 9.9) shall be granted his/her request. If the unit members involved have equal seniority, then priority shall be established by lot. Any request turned in to the supervisor after the May 1<sup>st</sup> request date will be honored on a first submitted, first honored basis.

**10.6.3 Time of Vacation**

- a) A ten month or eleven month employee shall be allowed to take two (2) days of vacation with a week prior supervisory notification and approval. The time taken will be deducted from their total end of the year vacation pay allotment. These days will not carry over.
- b) If twelve- (12) month employees make requests for vacations to be taken during the time school is in session (excluding summer school), the District shall make every reasonable effort to comply with the request consistent with the legitimate work needs of the District as determined by the appropriate immediate supervisor(s).
- c) Vacation time taken during the time school is in session will be limited to no more than fifteen (15) consecutive working days unless special permission is granted pursuant to a request made at least one (1) month in advance.

**10.6.4 Vacation Guarantee Program.** When a vacation is scheduled and approved six (6) months or more in advance, the employee is guaranteed that vacation, and no employee shall, under any circumstances, be denied a vacation except with his/her express consent.

**10.6.5** If a vacation which has been scheduled and approved two (2) months or more in advance of the date that the vacation is scheduled to commence is canceled wholly or in part by the

District, the employee shall be paid at time and one-half for any days which the employee is unable to carry forward to the following fiscal year due to other provisions of this Article.

- 10.7 Vacation Postponement.** If a bargaining unit employee's vacation becomes due during a period of time when that employee is on leave due to illness or injury, that employee may request that the vacation date be changed and the District shall grant such request in accordance with vacation dates that are available at the time. If other provisions of this Article would result in a loss of vacation benefits to the employee, he/she shall be allowed to carry forward into the next fiscal year those days which would have been lost. However, those days thus carried forward into the next fiscal year must be used during that year or shall be forfeited.
- 10.8 Holidays.** When a holiday provided for by Article 11 of this Agreement falls during the scheduled vacation of any bargaining unit employee, such employee shall be paid for that holiday as provided for by Article 11 and shall not be charged for a day of vacation.
- 10.9 Interruption of Vacation.** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave as provided for by this Agreement without a return to active service, providing that the employee supplies notice and supporting information regarding the basis of such interruption or termination.



**HOLIDAYS**

**11.1 Scheduled Holidays**

The District agrees to provide all employees in the bargaining unit with the following paid holidays:

- 11.1.1** New Year's Day – January 1
- 11.1.2** Martin Luther King's Birthday
- 11.1.3** Lincoln's Day – February
- 11.1.4** President's Day (Washington)
- 11.1.5** Spring Vacation Day
- 11.1.6** Memorial Day
- 11.1.7** Independence Day
- 11.1.8** Labor Day
- 11.1.9** Veterans' Day
- 11.1.10** Thanksgiving Day
- 11.1.11** Friday following Thanksgiving
- 11.1.12** Christmas Day
- 11.1.13** Floating Day when school is not in session, replaces Admissions Day, and will be voted on by the bargaining unit. This day will be determined by the end of school, when possible, or as soon as possible after publication of the school calendar.
- 11.1.14** After the school calendar is published, no change will be made affecting holidays without CSEA input.

**11.2 Additional Holidays**

- 11.2.1** The District additionally agrees to provide an extra two (2) days paid holiday to all bargaining unit employees to be taken on the day before Christmas Day and the day before New Year's Day.
- 11.2.2** Every day declared by appropriate governmental authority as a public fast, thanksgiving, or holiday for which public schools are closed shall be a paid holiday for employees in the bargaining unit.

**11.3 Holiday on Saturday or Sunday**

- 11.3.1** For employees with a Monday – Friday workweek, when a holiday falls on a Saturday, the preceding workday that is not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, or on Monday for employees with a Tuesday – Saturday

work week, the following workday that is not a holiday shall be deemed to be that holiday

**11.3.2** The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

**11.4 In-service Training Days.** Any day granted as a teacher in-service training day during the regular school year shall be a regular workday for all bargaining unit employees who would normally be on duty on that day. On such days the District may require attendance at in-service training as part of the unit member workday. The Association shall be granted up to thirty minutes on one such day when all unit members are available for the purpose of an informational meeting structured by the Association.

**11.5 Holiday Eligibility.** Except as provided in Section 11.5.1, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

**11.5.1** Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, January 1, Floating Day, or Spring Vacation Day, shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

**LEAVES**

**12.0 Leaves.** Inclusive of those leaves mandated under State Law, the District agrees to provide the following leaves:

**12.1 Bereavement Leave**

Employee shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. This leave shall be for a maximum of five (5) days for each immediate family member. For the purpose of this Article, immediate family is defined as husband, wife, registered domestic partner, mother, father, sister, step-sister, half-sister, brother, step-brother, half-brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, spouse's or registered domestic partner's grandfather, grandmother, son-in-law, daughter-in-law, grandchild, stepmother, stepfather, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse or registered domestic partner living in the immediate household of the family, or any other person for whom the employee is legally responsible.

**12.2 Judicial and Official Appearance Leave**

Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant or to respond to an official order from another government jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Upon receiving notification of a judicial or official appearance request, the employee shall inform his or her immediate supervisor of said notification. A Bargaining Unit Member working Monday to Friday, regardless of the number of work hours or the time of the work hours, who is required to report for jury duty on a given day, is not required to report to work that day. However, appropriate proof from court must be provided to his/her immediate supervisor.

**12.2.1** When involuntarily summoned for federal grand jury duty which causes an employee who works more than five (5) hours per day to travel more than 2.5 hours (or 150 miles), one day leave will be provided in addition to leave on day(s) of jury duty.

**12.3 Military leave**

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

## **12.4 Sick Leave**

- 12.4.1 Leave of Absence for Illness or Injury.** An employee employed five (5) days a week by a school district shall be granted twelve-(12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District with full pay for a fiscal year of service.
- 12.4.2** An 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).
- 12.4.3** An 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.
- 12.4.4** 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 of illness.
- 12.4.5** At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service within the District.
- 12.4.6** Disabilities arising from pregnancy shall be treated as an illness for the purposes of this Article.
- 12.4.7** If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 12.4.8** An employee may convert unused sick leave to retirement credit upon retirement.
- 12.4.9** Effective January 1, 2000 with the implementation of AB 109, an employee may annually use accrued and available sick leave in an amount equal to one-half of the employee's annual entitlement to attend to an illness of a child, parent or spouse of the employee.

## **12.5 Industrial Accident and Illness leave**

In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of this State, employees shall be entitled to the following benefits:

- 12.5.1** An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 12.5.2** Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this State, exceed the normal wage for the day.
- 12.5.3** The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this State at the time of the exhaustion of benefits under this section, he/she will be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the worker's compensation award, provides for a day's pay at the regular rate of pay.
- 12.5.4** Any time an employee on industrial accident or illness leave is able to return to work, that employee shall be reinstated without loss of pay or benefits.
- 12.5.5** In accordance with the Labor Code, an employee suffering an industrial accident or illness has the right to see a personal physician of choice if the employee has filed a written notice with the Classified Personnel Office of the District.

## **12.6 Extended Sick Leave**

- 12.6.1** Unit members who are absent because of illness or accident and have used up the total number of days of current and accumulated sick leave shall receive fifty percent (50%) of their regular salary up to a maximum of one hundred (100) working days. The one hundred (100) working days shall exclude all eligible paid holidays.
- 12.6.2** For purposes of this article, "regular salary" means the amount the employee would have earned in his/her regular assignment had he/she not been absent, but shall not include any overtime pay.

- 12.6.3** For the purposes of this article, unit members shall be credited once each year with one hundred (100) working days of extended injury or illness leave. The one hundred (100) days shall not accumulate from year to year. The one hundred (100) day period begins after all sick leave and personal necessity leave are exhausted. Then any approved catastrophic leave and/or vacation leave may run concurrently. Unit members are not required to use accrued vacation leave, but may do so at their option to augment the half day of extended illness/injury leave; this option must be exercised in writing within five (5) business days of exhaustion of sick leave and personal necessity leave. It is the unit member's responsibility to monitor leave balances.
- 12.6.4** Nothing in this article shall be construed as authorizing the application of full or partial pay for periods of time during which an employee would not normally be assigned to work.
- 12.6.5** Entitlement to leave under this section, if any, shall be considered "entitlement to other sick leave" for the purpose of computing benefits under the provisions of Education Code Section 45192 if the absence is determined to be due to industrial accident or illness. Accordingly, extended sick leave at fifty percent (50%) of regular pay shall commence after the employee has used sixty (60) work days of leave under Section 45192, if the employee is medically unable to return to work.
- 12.6.6** As provided by Education Code Section 45195, permanent employees who exhaust all Entitlement to available paid leave and are medically unable to return to work, shall be noticed of his/her right to request additional leave, unpaid, for a period not to exceed six months. Additional unpaid leave may be requested as per this Education Code. Once all leaves, paid and unpaid, have been exhausted and the unit member is unable to return to work, he/she shall be placed on the 39-month reemployment list as provided by law.
- 12.6.7** A unit member shall be required to present written verification of illness from his/her treating physician in order to use extended sick leave described in this article. Failure to provide written verification may result in refusal by the District to pay the unit member for sick leave taken under this section.

## **12.7 Personal Necessity Leave**

Any days of absence earned for sick leave under Section 12.4 of this Article may be used by the employee at his/her election, in cases of personal necessity not to exceed a maximum of seven (7) days in any fiscal year. The days allowed shall be deducted from and may not exceed the number of full paid days of illness or injury leave to which the employee is entitled. Personal necessity leave shall not be granted during a leave of absence. Payment of such absence shall be made only upon the employee signing on an absence form identifying the reason for the leave by the applicable number of this section as set out below.

Prior arrangement is required except for personal necessity granted for bereavement, employee accident or accident to the employee's property or immediate family. Personal necessity leave is limited to the following:

- 12.7.1** The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 12.1 of this Article.
- 12.7.2** As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family.
- 12.7.3** When resulting from an appearance in any court or before any administrative tribunal as a litigant, party or witness.
- 12.7.4** The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during assigned hours of service.
- 12.7.5** Imminent danger to the home of an employee occasioned by a factor such as flood or fire, serious in nature which under the circumstances the employee cannot reasonably be expected to disregard and which requires the attention of the employee during his assigned hours of service.
- 12.7.6** Personal business that cannot be transacted outside of assigned working hours. Up to (5) five days, no more than two to be used consecutively, may be used for this purpose without giving a reason except for verifying by signing the Employee Absence Report that the days were not used for the primary purpose of extending a holiday, vacation or weekend or for recreational or association activities.
- 12.7.7** Parental leave to care for his/her child after the birth or adoption of the child.
- 12.7.8** If for some reason an employee chooses not to write down the need for personal necessity, for 2 of the 7 days, he/she may express the reason verbally to his/her immediate supervisor who will approve or disapprove the request on that basis.

## **12.8 Leave of Absence for Retraining or Study**

Unit members may apply for retraining and study leave pursuant to Education Code Sections 45280-45307 or their successors for the term of this Agreement. The District retains the right to approve or disapprove requests.

## **12.9 Break in Service**

**12.9.1** No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

**12.9.2** No period of unpaid absence of less than One Hundred Twenty (120) calendar days shall be considered a break in service for the purposes of accruing vacation, sick leave and other leave benefits.

## **12.10 Pregnancy/Maternity Disability Leave**

**Baby Bonding:** Eligible bargaining unit members may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA). When both parents are employees of the District, the employees are jointly entitled to 12 total weeks.

An eligible employee is one who has been employed by the District for at least 12 months. For birthing mothers, this 12-week period will not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the 12-week child bonding leave shall commence on the first day of such leave.

Pursuant to Education Code section 45196.1, if an employee exhausts all available paid leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the employee shall be compensated at no less than 50 percent of the employee's regular salary for the remaining portion of the 12-workweek period of parental leave.

### **Pregnancy Disability**

Leave from work to accommodate a pregnancy related disability preventing the employee from performing her essential job duties or causing an undue risk to the employee or the employee's pregnancy as determined by a health care provider.

The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and her physician.



The unit member shall provide written notice and physician verification to Human Resources as soon as possible regarding the expected date on which the leave will commence, and the expected date on which the unit member may resume duties.

### **12.11 General Leaves**

When no other leaves are available, a leave of absence, not in excess of six (6) days, may be granted to an employee on an unpaid basis at any time by specific prior written approval of the immediate supervisor. Such leave shall not be unreasonably withheld. Leaves in excess of six (6) days shall be approved by the Board of Trustees at its discretion.

### **12.12 Verification**

Nothing in this Article shall be construed as limiting the right of the District to require verification of any leave.

### **12.13 Family Care Leave**

Under the California Family Rights Act (state law) and the Family and Medical Leave Act (federal law), unit members are entitled to three months of unpaid family care leave during any 12-month period. In general, "family care leave" means leave because of (1) the birth of a child of a unit member or the placement of a child with a unit member in connection with the adoption or foster care of a child/step child of unit member; (2) to care for a family member with a serious health condition; (3) the employee's own serious health condition; or (4) a qualifying exigent situation relating to a close family member's military service.

**12.13.1** An employee on unpaid family care leave shall continue to be eligible for health insurance for twelve (12) work weeks in any 12-month period at the level and under the conditions which would have been provided if the employee had continued in active employment, except the District may recover the District's contribution if the employee fails to return from leave, except if the reason is the continuation, reoccurrence, or onset of a serious health condition or other circumstance beyond the control of the employee.

### **12.14 Catastrophic Illness Leave Donation Program**

**12.14.1** The Catastrophic Illness Leave Donation Program is voluntary.

**12.14.2** On a case-by-case basis an employee may donate up to five (5) days of accumulated sick leave under the circumstances stated in the following paragraphs to another bargaining unit member who has suffered a long-term, non-industrial

catastrophic illness or injury and who has completely exhausted all available paid leaves, including regular and extended sick leave.

- 12.14.3** “Non-industrial catastrophic illness” or “injury” means an illness or injury which has caused the employee to be incapacitated from the performance of duty and is expected to incapacitate the employee for an extended period of time.
- 12.14.4** The donating employee must, after the donation, retain a minimum of one year’s worth of accrued, unused sick leave from prior accumulations. For a 12-month employee a minimum of 12 days must be retained and for employees working less than 12 months the minimum is to be prorated to the number of months employed.
- 12.14.5** The donating employee shall execute and file with the Personnel Office a form authorizing and irrevocably assigning the donated leave hours to the recipient employee.
- 12.14.6** Donated sick leave shall be converted for utilization on an hour-for-hour basis.
- 12.14.7** The recipient employee shall be paid at his/her regular rate of pay. The recipient employee shall use any leave credits that he/she continues to accrue on a monthly basis prior to receiving donated leave.
- 12.14.8** Employees who qualify and desire this benefit shall submit to the Personnel Office, on a District form, a request for donated sick leave days, which shall include a verification of the catastrophic illness or injury by means of a letter dated and signed by the treating medical practitioner, indicating the incapacitating nature and probable duration of the illness/injury. Upon receipt of the request and verification in the Personnel Office, CSEA shall be allowed to circulate a request for sick leave donations to be submitted to the Personnel Office.
- 12.14.9** The recipient employee shall utilize donated sick leave in the order donations are received, exhausting all hours donated by another employee first.
- 12.14.10** Donated sick leave not utilized by the recipient employee prior to return to service shall be returned to the donor employee.
- 12.14.11** The recipient employee shall be solely responsible for any taxes on the hours received. Such taxes shall be withheld at the normal rate for the employee. In the event the State or Federal government rules that a tax liability is due other than as withheld, the recipient employee shall be solely liable therefore.

**HOURS AND OVERTIME**

**13.1 Workweek**

The workweek shall consist of no more than five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. Any employee whose regular workweek is other than Monday through Friday shall be compensated an additional five (5) percent.

**13.1.1** Upon mutual agreement with their department manager, any employee may work a regular workweek on a 9-hour-per-day, 80-hour-per-2-week work schedule in accordance with California Education Code §45133.

**13.1.2** When a 9-hour-per-day, 80-hour-per-2-week work schedule is established, it shall consist of nine work days, eight of which shall be nine-hour days, and one of which shall be an eight-hour day. The overtime rate shall be paid for all hours worked in excess of the required work day, which shall not exceed nine hours, at a rate equal to one and one-half times the regular rate of pay for the employee designated and authorized to perform the work.

**13.1.3** The workweek shall begin on noon Friday and will end at noon the following Friday, with the employee working nine hours each day except on alternate Thursdays when the employee will work eight hours and on alternate Fridays when the employee will not work. The workweek shall be defined so no employee will be required to work more than 40 hours during any given workweek.

**13.2 Workday**

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable number of hours whenever possible, but no employee shall be assigned less than one (1) hour in the workday.

**13.3 Reduction in Assigned Time**

Except when it is pursuant to a layoff, any reduction in assigned time during the fiscal year must be agreed upon between the employee and the immediate supervisor. If the employee does not agree to reduction assigned to him, no reduction will take place. The district shall give notice to CSEA of any such agreement. This section shall not constitute a waiver/limitation of CSEA's right to negotiate over any reduction in assigned time as a Mandatory Subject of Bargaining.

**13.4 Adjustment of Assigned Time**

An employee in the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in E.C. 45136.

Any employee in the bargaining unit who works an average of fifteen (15) minutes up to twenty-nine (29) minutes per day in excess of his/her regular part-time assignment within his/her classification for a period of twenty (20) consecutive working days or more shall have the right to request a review of his/her regular assigned adjusted working hours by his/her immediate supervisor to establish whether or not his/her regular assigned time should be adjusted upward to reflect the longer hours. If, after receipt of this request, the supervisor continues to work the employee for an average of fifteen (15) minutes up to twenty-nine (29) minutes per day in excess of his/her regular assigned working hours for an additional ten (10) days, the hours shall be automatically adjusted upward to reflect the actual average.

**13.5** When additional hours are assigned to a vacant part-time position on a regular basis, the vacancy will be treated as a transfer/promotional opportunity.

**13.6 Working out of Classification**

Employees who wish to be considered for out of class assignments shall submit a letter of request for consideration to the Assistant Superintendent/Personnel Services. The letter shall include the classes of interest to the employee and a listing of their qualifications. District administration shall review these letters of request and with consideration of factors including but not limited to the following (assigned department, qualifications, skill, availability, prior experience and district seniority) shall select employees who are best suited to the assignment. Any bargaining unit member who is assigned by their supervisor to work out of classification shall be compensated at the appropriate rate of pay per Education Code 45110 for the entire period worked.

**13.6.1** Any unit member who is assigned to work out of classification or temporarily transferred to another work site under Article 9, Section 9.2 and Section 9.3, shall be entitled to return to his/her original position and work location unless mutually agreed otherwise by the employee and the District.

### **13.7 Lunch Periods**

All employees covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no less than one-half (½) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. Lunch periods are outside the paid working hours.

### **13.8 Rest Periods**

**13.18.1** All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period except as provided for in Section 13.8.3, at the rate of fifteen (15) minutes per four (4) hours work or major fraction thereof, which is determined to be three (3) hours.

**13.18.2** Specified periods may be designated only when the operations of the District require someone to be present at the employee's work site at all times. Such times shall be mutually agreed upon between employees and their supervisors.

**13.18.3** Rest periods of a total of thirty (30) minutes on evening or specific work shifts shall be scheduled to the mutual convenience of the employees and supervisors.

**13.18.4** Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

### **13.9 Voting Time Off**

If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.

### **13.10 Overtime**

**13.10.1** Overtime is defined to include any time required, permitted or suffered by the District, to be worked in excess of eight (8) hours in any one day and in excess of forty (40) hours in any calendar week, or in the case of an employee having an average workday of four (4) hours or more during the workweek, on the 6<sup>th</sup> or 7<sup>th</sup> day following an assigned workweek, (in the case of an employee having an average workday of less than four (4) hours during a workweek on the 7<sup>th</sup> day following an assigned workweek), in which the employee is in paid status. For the purpose of computing the number of hours worked, the time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off or other paid leave of absence, shall be considered as time worked by the employee.

**13.10.2** Employees shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek or for time worked in

excess of eight (8) hours in any one workday at the rate equal to one and a half (1½) times the regular rate of pay for the employee designated and authorized to perform the work.

**13.10.3** All hours worked on holidays designated by this Agreement shall be compensated at the rate of one and one-half (1½) times their regular rate of pay in addition to the regular rate of pay.

### **13.11 Shift Differential - Compensation**

**13.11.1** Any employee in the bargaining unit whose assigned work shift commences between 1:00 p.m. and 5:00 a.m. shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked. This section shall only apply to full-time employees who work an eight- (8) hour shift. Any other application shall be by mutual written agreement between CSEA and the District.

**13.11.2** An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily – twenty (20) working days or less—to a day shift. An exception shall be made for summer work within the employee’s regular classification during which there shall be no reduction in pay.

**13.11.3** Custodians in the bargaining unit whose assigned work shift commences between 1:00 p.m. and 5:00 a.m. shall be paid a shift differential premium two (2) ranges above their current placement on the salary schedule.

### **13.12 Compensatory Time Off**

**13.12.1** An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work up to one hundred forty (140)/two hundred ten (210) overtime hours. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted to the appropriate rate of overtime in accordance with Section 13.10 of this Article.

**13.12.2** Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned.

### **13.13 Overtime – Equal Distribution**

Overtime shall be first distributed and rotated as equally as is practical among employees in the bargaining unit within each department or work site; i.e., when overtime is available it will first be offered at the department/work site within classification. If no one at the department/work site wishes to take advantage of overtime, the District will then go to a master list of those employees who have indicated an interest in receiving overtime. This list will be maintained by the District by classification and employees will be first ranked in order by hiring date. Once an employee has been offered or has refused an overtime opportunity, his name will then go to the bottom of the list.

### **13.14 Minimum Call-in Time**

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two hours pay at the appropriate rate of pay under this Agreement.

### **13.15 Standby Time**

All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement. Standby time is defined as time during which an employee is, through no fault of his/her own, not able to work but is awaiting work. This does not include the employee's free time while on out-of-town field trips, conferences, workshops, etc.

### **13.16 Call Back Time**

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work.

### **13.17 Assignment of Bus Routes (See Appendix C)**

### **13.18 Instructional Assistants**

**13.18.1** Should the District hire instructional assistants as a product of class size, these assistants shall be employed for the entire school year in which hired for such purpose. The exact number of assistants to be employed will be determined by the District.

**13.18.2** The assignment of these assistants shall be made by the appropriate Site Administrator and/or other District-level management personnel having authority over these instructional assistants.

**13.18.3** This section shall apply to only instructional assistants hired as a product of class size.

**EMPLOYEE EXPENSES AND MATERIALS**

The parties recognize that it is important that students, parents/guardians and District staff be able to readily identify District employees. This can be accomplished through the wearing of standardized District picture identification badges and District provided wearing apparel.

**14.1** The District shall provide standardized picture identification badges, which shall be worn by employees at all times while on duty.

**14.2 Wearing Apparel**

Wearing apparel will be provided as follows:

**14.2.1** Maintenance and Operations, Mechanics: pants and shirts, or coveralls, or a combination thereof, five (5) changes per week.

**14.2.2** Maintenance & Operations employees: gloves and steel toe boots.

**14.2.3** Mechanics: steel toe boots.

**14.2.4** Bus Drivers: one (1) yellow, lined jacket on an as-needed basis.

**14.2.5** All Child Nutrition personnel: shoes, hairnets, and rubber gloves. The employee shall select shoes from those designated by the District and the District will provide one pair per year.

**14.2.6** All appropriate personnel: adequate rain gear.

**14.2.7** All items provided for in Article 14.2 shall be received by the appropriate personnel as soon as possible from the beginning of each school year. New employees shall receive these same items as soon as possible from their date of employment.

**14.2.8** It is expressly understood that failure to wear or utilize District-provided identification badges and apparel described in 14.2.1, 14.2.2, 14.2.3, 14.2.4, 14.2.5 and 14.2.6 constitutes a refusal to obey safety rules and regulations of the Board of Trustees of the District.

**14.2.9** Should a bargaining unit member not wear District provided apparel described in 14.2.1, the District is not obligated to provide that apparel.

**14.3 Tools**

The District agrees to provide all tools, equipment and supplies reasonably necessary to the bargaining unit employees for the performance of employment duties.



#### **14.4 Safety Equipment**

Should the District determine that the employment duties of an employee in the bargaining unit require the use of any equipment or gear to insure the safety of the employee or others, the District agrees at its option to furnish such equipment or gear, or to reimburse the employee for the full cost of procuring such. Should the Association believe additional safety equipment or wearing apparel is necessary, the Safety Committee (Article 7, Section 7.2) shall investigate and make a recommendation to the District.

#### **14.5 Physical Examination/Vaccinations**

The District agrees to provide the full cost of any medical examinations required as a condition of employment or continued employment. This provision is not to be construed to limit any rights provided pursuant to Education Code Section 49406, or its successor.

#### **14.6 Reimbursement for Loss, Destruction or Damage of Personal Effects**

Reimbursement shall be made to any bargaining unit employee for the loss, destruction or damage of personal effects when such action is beyond the control of the employee and when such action takes place while the employee is fulfilling special or regular school assignments.

Personal effects include such items that are necessary for the employee to carry out his assignments in a manner which would be less satisfactory if they were not used. Such effects that are normally approved are as follows: prescription eye glasses or contact lens, partial or complete dentures, fixed bridges, artificial limbs, basic wearing apparel, hearing aids and other necessary or prescribed personal effects.

No reimbursement shall be made for disappearance, accidental damage or any other loss suffered because of lack of personal supervision or precaution on the part of the employee. At the direction of the supervisor, the employee may be required to remove the property from school premises on weekends, holidays or vacations.

If required, the employee must substantiate the value of personal effects in the form of reasonable documentation for reimbursement purposes, should such reimbursement be requested. The maximum reimbursement shall not exceed \$200 for each separate item and its component parts.

In cases where the property of the employee is covered by insurance, such insurance will be prime coverage, and any eligible reimbursement by the District would only cover that part of the loss not covered by any other employee insurance policies, whether covered as the insured or the dependent up to the \$200 limit.

#### **14.7 Reimbursement for Loss, Destruction or Damage of Personal Property Used for Instructional or Support Purposes**

Reimbursement shall be made to any bargaining unit employee for the loss, destruction or damage by arson, burglary or vandalism of personal property, excluding money, used in the schools of the District. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the current value of the property was agreed upon by the person appointed by him for this purpose at the time the approval for its use was given. The employee must fill out the appropriate District form and have the item(s) approved by the supervisor or his designee before taking the personal property to be used for instructional or support purposes to his/her work location. If required, the employee must substantiate the current value of the personal property in the form of reasonable documentation for reimbursement purposes, should such reimbursement be requested.

No reimbursement shall be made for disappearance, accidental damage or any other loss suffered because of lack of personal supervision, precaution or failure to keep locked or in a locked area where such security is available to the owner. At the direction of the supervisor, the employee may be required to remove the property from school premises on weekends, holidays or vacations.

The maximum reimbursement shall not exceed \$350 for each separate item and its component parts.

In the cases where the property of the employee is covered by insurance, such insurance will be prime coverage and any eligible reimbursement by the District would only cover that part of the loss not covered by any other employee insurance policies, whether covered as the insured or the dependent up to a \$350 maximum limit and a \$10 minimum. Reimbursement for any losses shall be charged to the location budget of the employee sustaining the loss.

#### **14.8 Multi-site Assignment Travel**

If a member of the bargaining unit is required to provide service at more than one (1) work site, he/she shall either be provided with transportation by the District or at the option of the District be reimbursed at the IRS rate.

#### **14.9 Travel Expenses**

If a member of the bargaining unit travels to a District-required workshop or function which requires reimbursable expenses for travel, food, and/or lodging, the member may receive a cash advance for such expenses on an estimated basis if the request is submitted in a timely manner. The member shall be responsible for keeping an accounting of his/her own expenses and present claims for said expenses.

#### **14.10 In-service Training**

The District shall provide a program of in-service training at no cost for employees in the bargaining unit on equipment/materials and tasks in order that the member may safely and adequately perform assigned duties related to their job description.

**COMPENSATION**

**15.1** During the 2016/2017 school year, effective July 1, 2016 the District agrees to compensate unit members based on the 2016/2017 salary schedule including step in class increases (Appendix B).

**15.2** For the 2016/2017 school year, the District agrees to provide health insurance (reference Appendix F). During the 2016/2017 school year the District will contribute the premium cost for single coverage of the bargaining unit member and eighty percent (80%) of the two-party and family coverage, with the remaining twenty percent (20%) of premium cost payable by the bargaining unit member. In addition, for the 2016/2017 school year, the District agrees to provide dental (Incentive or PPO through Delta Dental) and vision care (Vision Service Plan) through SISC. It is agreed that the District's premium payment for dental is limited to that for the single rate for Delta Premier/Incentive and that the District's premium payment for VSP (Vision Service Plan) including dependent coverage is limited to that for the single rate. The District's contribution for single, two-party, and family coverage beyond 2016/2017 shall remain at the same dollar amount as in 2016/2017. The District's contribution is negotiable as part of total compensation. The parties mutually understand that payment of the health benefit premiums is compensation provided by the District to each unit member.

**15.3 Qualifying for Health Benefits**

**15.3.1** Employees regularly assigned one hundred (100) hours per month shall qualify for 100% health, dental and vision care benefits offered by the District. Employees who average\*\* one hundred (100) hours per calendar month shall qualify for 100% health, dental and vision care benefits offered by the District for the remainder of that school year. Employees who meet the average\*\* standard for two complete consecutive school years shall qualify for 100% health, dental and vision care benefits offered by the District for the remainder of their District employment. An employee who has met the average\*\* standard for two complete consecutive school years shall not be eligible for continuing benefits if the employee voluntarily reduces hours below the average\*\* standard after qualifying for benefits for the remainder of District employment.

**15.3.2** Employees regularly assigned 50-99 hours per month shall qualify for 25% of the savings provided for in Section 15.4. Employees who average\*\* 50-99 hours per calendar month shall qualify for 25% of the savings provided for in Section 15.4 for the

remainder of that school year. Employees who meet the average\*\* standard for two complete consecutive school years shall qualify for 25% of the savings provided for in Section 15.4 for the remainder of their District employment. An employee who has met the average\*\* standard for two complete consecutive school years shall not be eligible for a continuing partial savings if the employee voluntarily reduces hours below the average\*\* standard after qualifying for the partial savings for the remainder of District employment.

*\*\*The averaging requirement is met when the employee after at least two months of employment averages 100 or 50-99 hours, respectively, for all months worked during the school year.*

#### **15.4 Savings**

A bargaining unit employee employed prior to October 1, 2006 who qualifies for health benefits and who submits proof of duplicate medical/hospital insurance coverage at a level equivalent to the District plan may, in lieu of this benefit, receive one thousand five hundred dollars (\$1,500.00) in additional income to be disbursed at employee's discretion subject to applicable taxes and payroll expenses.

#### **15.5 Longevity**

Subject to Sections 15.6 all bargaining unit employees, regardless of the number of hours worked and length of work year, shall receive long-service recognition payments as follows:

**15.5.1** Effective July 1, 2006 all bargaining unit employees shall receive \$125.00 per month after completion of ten (10) years of service, \$150.00 per month after completion of fifteen (15) years of service, \$175.00 per month after completion of twenty (20) years of service, \$200.00 per month after completion of twenty-five (25) years of service.

**15.5.2** The parties agree that bargaining unit members who had prior years of service as noon duty supervisors shall be allowed to use those years for credit towards longevity pay. This is not retroactive prior to September 15, 2003.

**15.6** Provisions of this article shall not be effective until formal ratification and, unless expressly stated elsewhere, shall be non-retroactive. If not ratified by October 31, 2014 or if negotiations have not been concluded in time for the ratification by that date but a tentative agreement is reached by that date which is not subsequently ratified upon initial ratification vote, the provisions of this article shall not be effective until formal ratification and shall be non- retroactive.

**15.7** Retirement Incentive Plan (See Appendix D)

**LAYOFF AND REEMPLOYMENT**

**16.1** Layoff shall occur when the District determines that there is lack of funds or lack of work. A layoff shall be the involuntary separation from active service of a probationary or permanent employee or any reduction in hours per day or work year in paid status, or a demotion of an employee voluntarily consented to in order to avoid full separation. The District shall determine the number and identity of employees to be laid off and positions to be eliminated.

**16.2 Notice of Layoff**

The District shall notify both CSEA and the affected employees in writing no later than sixty (60) days prior to any planned layoffs and advise the employees of the time and date of a meeting in which the employees' bumping rights will be explained. The District shall supply each affected employee with his/her options, in writing, at least ten (10) days prior to the scheduled meeting. Employees who may be bumped will also be advised of the time and date of the meeting. The employees who have the right to bump and employees who will be affected by this right will be required to choose between their options at the meeting. Failure to exercise options at the meeting shall result in a loss of bumping rights. The District may in the alternative advise employees in writing of their options and require employees to exercise them in fourteen (14) days after (certified) mailing. Failure to exercise rights within this time will result in loss of bumping rights. CSEA and District shall meet within ten (10) days after receipt of notices by CSEA to review the proposed layoffs and determine the order of layoff.

Protests from CSEA concerning layoff or order of layoff shall not stop the layoff from taking place unless agreed to by the District. Nothing in this Agreement shall prohibit CSEA from taking legal action to correct what CSEA considers to be unlawful acts or unfair practices by the District in regard to this Article. Any notice of layoff shall specify the reason for layoff and identify by name and classification the employees designated for layoff.

**16.3 Order of Layoff**

Any layoff shall be affected within a class. The order of a layoff shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on the last date of hire as a regular employee in the class plus higher classes or seniority acquired under Section 16.6.

**16.4 Bumping Rights**

An employee laid off from his/her present class may bump into the next lowest class in which

the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into lower classes to avoid layoff providing the employee has seniority in the lower class.

#### **16.4.1 Additional Bumping Right into Previously Held Lateral Position**

An employee may bump into a previously held lateral classification (i.e., in the same salary range as the classification from which laid off and held immediately prior to the position for which laid off) if the employee has more seniority in the previously held classification than the least senior employee in that classification. For these purposes, an employee does not accrue seniority in the previously held lateral position while serving in the subsequently assigned position.

#### **16.5 Layoff in Lieu of Bumping**

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

#### **16.6 Equal Seniority**

If two (2) or more employees subject to layoff have equal seniority after implementation of Article 16.3, determination of order for layoff shall be determined by District hire date within the bargaining unit. If that date is equal the determination of greater seniority shall be made by lot.

#### **16.7 Reemployment Rights**

Laid off persons are eligible for reemployment in the class from which laid off for a thirty-nine- (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment, defined or undefined in this Agreement. In addition, they shall have the right to apply for promotional positions within the filing period specified in the Promotion Article of this Agreement and use their bargaining unit seniority therein for a period of thirty-nine (39) months following layoff. An employee on a reemployment list shall be notified of promotional opportunities in accordance with the provisions of Article 9.

## **16.8 Voluntary Demotion or Voluntary Reduction in Hours**

Employees who take voluntary demotions and reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as the hours and/or vacancies become available except that they shall be ranked in accordance with their seniority on any valid reemployment list. Employees who take a voluntary demotion or reduction in hours in lieu of layoff shall receive twenty-four (24) months reemployment rights in addition to the regular thirty-nine (39) months.

## **16.9 Retirement in Lieu of Layoff**

**16.9.1** Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employees shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

**16.9.2** The employee shall then be placed on a thirty-nine- (39) month reemployment list in accordance with Section 16.7 of this Article. However, the employee shall not be eligible for reemployment during such other periods of time as may be specified by pertinent Government Code Sections.

**16.9.3** The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives, within ten (10) working days, a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed five (5) working days to terminate his/her retired status.

## **16.10 Seniority Roster**

CSEA will be provided a copy of the annually updated seniority list and any updated portions of the list thirty (30) days prior to layoff.

## **16.11 Notification of Reemployment Opening**

Any employee who is laid off and is subsequently eligible for reemployment shall be notified, either verbally, confirmed in writing, or in writing, by the District, of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee. Copies of correspondence shall be maintained by the District and may be reviewed by CSEA upon request. CSEA president will be notified of such notices to be reviewed.



### **16.12 Employee Notification to District**

An employee shall notify the District of his/her intent to accept or refuse reemployment within five (5) days following mailing of the reemployment notice. If the employee accepts reemployment and they are employed by another employer, the employee must report to work within ten (10) working days following mailing of the reemployment notice; if they are unemployed they must report within five (5) days. An employee may refuse to accept an offer of reemployment only three times. Failure to respond to an offer of employment within the time specified shall cause the employee's name to be permanently removed from the reemployment list. A failure to respond shall not be counted against an employee if

- a) The employee is not able to respond because of illness or injury to the employee or his/her immediate family or death of a member of his/her immediate family.
- b) The District cannot show that the employee has been contacted both verbally and/or by mail.
- c) If the employee notified the District that he/she will be unavailable for work during a specified period of time. An employee who is offered employment by the District and accepts such employment but fails to report for work within the specified period of time shall have his/her name permanently removed from the reemployment list except as follows:
  - 1) The employee is unable to report for work because of illness or injury to the employee or his immediate family or death of a member of his/her immediate family.
  - 2) The District cannot show that the employee had been contacted verbally and/or by mail and notified of the time, date and place of assignment. For the purposes of this Section, the term "immediate family" shall be defined as in Article 12, Section 12.1.

### **16.13 Reemployment in Highest Class**

Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class retains their original thirty-nine- (39) month rights to the higher paid position.

#### **16.14 Effects of Layoff**

Notwithstanding the provisions of 16.2, the District shall be required to notify the CSEA in writing prior to the sending of layoff notices to classified employees, their intent to consider layoffs and the reasons therefore. In addition, the District shall be available to meet, upon request, with CSEA within ten (10) calendar days of receipt of the notification to CSEA to discuss the reasons for the layoff. CSEA shall have at least ten (10) calendar days to study the proposed layoffs and to meet with the District's representative to present CSEA's alternatives and/or recommendations to the District's plan. (The maximum time for 16.14 is thirty (30) calendar days.) In the event that the District has a known inability to pay past a date certain and that date would make it impossible to meet the two requirements of 16.14, then the layoff notices can be sent concurrently with the notification of Section 16.14.

**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- 17.1** It is agreed and understood that the District, through its Board, retains and reserves all the customary and usual rights, powers, functions and authority to discharge its obligations as those rights, powers, and authority that are conferred upon it by the laws and the Constitution of the State of California, and of the United States, including, but not necessarily limited to the right:
- 17.1.1** To the executive management, organizational, and administrative control of the District and its properties and facilities, and the activities of its employees;
  - 17.1.2** To direct the work of its employees, determine the time and hours of operation of the District, determine the kinds and levels of services to be provided, and the methods and means of providing those services, including entering into lawfully permissible contracts with private vendors for services. Notwithstanding the provisions of this section, the District agrees that it will not contract out work normally and customarily performed by bargaining unit members.
  - 17.1.3** Subject to the provisions of law, to hire all employees; to determine the qualifications of persons to be hired; to assign, promote, and discipline employees;
  - 17.1.4** To establish educational policies, goals and objectives; to insure the rights and educational opportunities of students; to determine staffing patterns and the numbers and kinds of personnel required in order to maintain the efficiency of District operations; and
  - 17.1.5** To build, move or modify facilities; establish budget procedures and determine budgetary allocation of items not within the scope of representation; determine the methods of raising revenue; and take any reasonably necessary action in the event of an emergency, which is defined as a situation or occurrence of a serious nature developing suddenly, unexpectedly, resulting in a relatively temporary change in circumstances and demanding immediate action.
- 17.2** The District, through its Board, retains the right to amend, modify, or rescind Board policies and/or administrative regulations as is necessary to effectuate the intention of this Article, to the extent that such amendment, modification, or rescission is not inconsistent with the terms of this Agreement.
- 17.3** The exercise of the foregoing rights, powers, and authority by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specified terms of this Agreement

and law, and then only to the extent such terms are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.

**CONCERTED ACTIVITIES**

- 18.1** It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CSEA or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 18.1.1** It is agreed and understood that the District will not lock out bargaining unit members.
- 18.2** CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 18.3** It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 18.4** It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement.

**SEVERABILITY**

**19.1 Savings Clause**

If, during the life of this Agreement, there exists any applicable law or any applicable 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 of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

**19.2 Replacement of Severed Provisions**

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of satisfactory replacement for such Article or Section.

***COMPLETION OF MEET AND NEGOTIATE***

The CSEA agrees that it has had a full and unrestricted right to make, advance and discuss all matters properly within the scope of meeting and negotiating according to State Law. The above and foregoing Agreement, subject to the paragraph below, constitutes the full and complete Agreement of the parties and there are no other, oral or written, except as herein contained. Except as herein noted, the parties for the term of this Agreement specifically waive the right to raise new subjects of bargaining, whether or not the subjects were known to either party at the time of execution hereof as proper subjects for meeting and negotiating. The District agrees that it shall meet and negotiate over any subject of bargaining added by legislation, final order of the Public Employment Relations Board, or final order of the courts, if such subject has not already been bargained. If agreement is reached, such agreement shall be incorporated in this Agreement.

The parties agree to reopen negotiations on Article 15, Compensation, and four (4) other Articles, two (2) selected by each party for the 2021/2022 school year and in Article 15, Compensation, and four (4) other Articles, two (2) selected by each party for the 2022/2023 school year. The parties agree to commence bargaining on or before June of 2023 for a successor agreement with CSEA submitting its initial proposal no later than the regular June Board meeting.

**DISCIPLINARY ACTION**

This Article shall apply only to regular permanent Classified employees and shall be exempt from Article 6 unless the concern is a procedural violation which may be processed as a grievance under the first three (3) levels only of Article 6, with the understanding that any such grievance will not delay the implementation of the discipline process or the imposition of discipline.

**21.1** “Disciplinary action” shall include written reprimand, suspension, demotion and dismissal.

**21.1.1** Written reprimand shall be a separate written statement identifying misconduct or performance deficiencies clearly identified as a reprimand.

**21.1.2** Suspension shall be a temporary separation from service without pay for disciplinary reasons, not to exceed thirty (30) working days.

**21.1.3** Demotion shall be a reduction from one classification to a lower classification within the same or similar job family at a lower rate of pay for disciplinary reasons or decrease in salary to a lower step within a salary range for disciplinary reasons.

**21.1.4** Dismissal shall be separation from employment for disciplinary reasons.

**21.2** Generally, discipline will follow a progressive approach, which attempts to correct, resolve or remove the employee’s problem(s) at the lowest most effective level. The District and CSEA recognize that there are some situations where progressive discipline is not appropriate.

**21.3** Discipline shall be imposed on permanent employees of the bargaining unit only for cause.

Causes for disciplinary action shall include, but not be limited to, the following:

- a) Falsifying any information supplied to the school district, including but not limited to, information supplied on application forms, employment records, or any other school district record;
- b) Incompetency;
- c) Inefficiency;
- d) Neglect of duty;
- e) Insubordination;
- f) Dishonesty;
- g) Possession of alcohol, intoxicants, or controlled substances on District property or while on duty or furnishing a controlled substance to a minor; use of intoxicants or controlled substances during work hours, or working or reporting for work while under the influence of an intoxicant or controlled substance;
- h) Absence without leave;



- i) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere (no contest), to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section;
- j) Immoral conduct;
- k) Discourteous treatment of the public, students or other employees;
- l) Improper political activity;
- m) Willful disobedience;
- n) Misuse of District property;
- o) Abuse of leave privileges, including excessive absences or tardiness, or patterns of absences for trivial indispositions;
- p) Failure to maintain required licenses, certification, or to pass required tests; failure to meet insurability requirements;
- q) Abandonment of position, including failure to return upon expiration of any authorized leave of absence; failure to report for duty for three or more working days without prior notification and authorization of such absence;
- r) Negligent or willful damage to District property or District supplies or equipment; unauthorized use of District property for a private purpose;
- s) Harassment or discrimination towards another District employee or a student on the basis of sex, race, or any other basis where such conduct is prohibited by law;
- t) Violation of District, board or departmental rule, policy or procedure;
- u) Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District or his/her employment.

Disciplinary action is final upon the effective date set forth in the final notice. If the employee is dismissed, then the employee will not be paid after that effective date.

**21.4** No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district, except that the district can use information regarding the employee's conduct or performance which is more than two (2) years old to show continuing conduct or performance.

**21.5** When called into a meeting with their supervisor, as part of a formal investigation which could reasonably lead to discipline of the employee, bargaining unit employees shall be notified of

the purpose or subject of the meeting. If the purpose of the meeting is investigatory and could reasonably lead to discipline of the employee, the employee may request representation. Employees shall be allowed to have their representative present during the meeting if requested as set forth above. If the employee requests representation, the supervisor must stop the meeting. If under any circumstances pursuant to this Section 22.5 an employee requests representation at a meeting, the employee shall be given up to twenty-four (24) hours to obtain representation. Constructive criticism is not a basis for representation.

## **21.6 Written Reprimand**

**21.6.1** An employee who receives a written reprimand shall have the right to respond in writing within ten (10) working days of receipt of the reprimand. The written response will be attached to the reprimand when placed in the personnel file.

**21.6.2** The disciplinary procedures set forth below in 22.7 do not apply to written reprimands.

## **21.7 Disciplinary Action for Suspension, Demotion and Dismissal**

Disciplinary action shall be taken in compliance with the following procedures:

### **Notice of Intent**

Whenever the appropriate authority intends to suspend an employee, demote the employee, or dismiss the employee, the appropriate authority shall give the employee a written notice of discipline which sets forth the following:

- a) The disciplinary action intended;
- b) The charges in ordinary and concise language of the specific act and omissions upon which the action is based;
- c) The cause for the action being taken, whether it is an action based on a violation of a rule, regulation or policy of the District. The rule or regulation shall be set forth;
- d) A copy of all written materials, reports, or documents upon which the discipline is based.
- e) Notice of the employee's right to respond to the charges either orally and/or in writing to the appropriate authority (commonly referred to as a Skelly meeting);
- f) Notice of the employee's right to bring any representative of CSEA, attorney or any representative to the Skelly meeting, if any;
- g) The date, time and person before whom the employee may respond, upon the employee's request, in no less than five (5) working days;
- h) Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to the final discipline being imposed;

- i) The District retains the right to immediately place an employee on paid administrative leave during the investigatory process. The Association President shall be notified of such action.

### **Response by Employee**

The employee shall have the right to respond to the appropriate authority orally or in writing. The employee shall have a right to be represented at any meeting (commonly referred to as a Skelly meeting) set by the appropriate authority to hear the employee's response. In cases of suspensions, demotions, or dismissal, the employee's response will be considered before final action is taken.

### **Final Notice**

After the response or the expiration of the employee's time to respond to the notice of intent, the appropriate authority shall: (1) dismiss the notice of intent and take no disciplinary action against the employee; or (2) modify the intended disciplinary action; or (3) prepare and serve upon the employee a final notice of disciplinary action.

The final notice of disciplinary action shall include the following:

- a) The disciplinary action taken;
- b) The effective date of the disciplinary action taken;
- c) The charges in ordinary and concise language of the specific act and omissions upon which the action is based;
- d) The cause for the action taken, whether it is an action based on a violation of a rule, regulation or policy of the District. The rule or regulation shall be set forth;
- e) The employee's right to appeal within seven (7) working days;
- f) A document, the signing of which shall constitute a demand for a hearing.

### **Appeal**

- a) If within seven (7) working days the employee appeals the discipline, the Board shall set a hearing before the Board itself or shall appoint a hearing officer to hear the matter and make a recommended decision to the Board.
- b) The hearing shall be set no later than sixty (60) calendar days from the date of the filing of the appeal. All interested parties shall be notified of the date, time and place of the hearing at least ten (10) working days before the hearing. The Board or hearing officer may, prior to or during a hearing, grant a continuance for good cause.
- c) All hearings shall be private; provided, however, that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted five (5) working days prior to the hearing date or the hearing will be closed.

- d) Both District and the employee are allowed to be represented by legal counsel and/or other designated representative.
- e) The hearing shall be tape recorded. If either party requests a court reporter or transcript, the requesting party shall pay the cost.
- f) The Board may, and shall if requested by the district or the employee, issue subpoenas for necessary witnesses, and/or require the production of unprivileged documents or other material evidence prior to the commencement of such hearing as long as the request is received in writing at least five (5) working days prior to the date set for the hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the Board if the need for the subpoena could not reasonably have been anticipated before the hearing.
- g. Three (3) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Personnel Department a list of all witnesses and all exhibits. Number shall designate the employer's exhibits. Alphabetical letter shall designate the employee's exhibits. Neither party will be permitted to call during the hearing a witness not identified pursuant to this section nor use any exhibit not provided pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or exhibit.
- h) The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding. The rules dealing with privileges shall be effective to the same extent that they are not or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence may be excluded. Decisions made by the Board shall not be invalidated by any informality in the proceedings, and the Board shall not be bound by technical rules of evidence.
- i) The Board or hearing officer shall rule on the admission or exclusion of evidence.
- j) Each party shall have these rights: To make opening and closing statements; to call, examine, and redirect witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues; to impeach any witness regardless of which party first called him or her to testify; and to rebut the evidence against him/her.
- k) Oral evidence shall be taken only on oath or affirmation.

- l) The Board shall determine relevancy, weight, and credibility of testimony and evidence, and shall base all findings on the preponderance of evidence. The burden of proof shall rest upon the District.

**Board of Trustees' Decision**

The Board of Trustees shall as soon as possible render findings and a decision.

- a) The Board shall submit in writing to all parties its findings and conclusions.
- b) The Board may sustain or reject any of the charges and may sustain, reject or modify the discipline. If the Board reinstates a terminated employee, the employee is entitled to back pay for the period of absence minus any money the employee has earned during this period, except any money earned at any job which was held prior to the effective date of the disciplinary action.
- c) The decision of the Board of Trustees is final.

**PROFESSIONAL GROWTH**

The intent of this incentive based professional growth program is to encourage employees to gain increased knowledge and skills, which enhances their ability to perform their job and to provide an opportunity for advancement. This program is based upon the accumulation of points which may eventually translate into a professional growth increment.

**22.1 Qualification for Professional Growth Increments**

In order to qualify for any Professional Growth Increment, it shall be the responsibility of the individual employee to:

1. Give satisfactory service in the position(s) to which he/she is assigned as shown on his/her annual classified evaluation with no consecutive ratings “needing improvement” and/or “unsatisfactory service.”
2. Receive prior approval of any professional growth activities from the Assistant Superintendent of Human Resources based on paragraph 1 of this article.
3. Submit all information and forms prescribed to the Classified Human Resources Office. Said information shall include, but not be limited to, the following:
  - a) Copies of transcripts or verification that he/she has satisfactorily completed course work and/or other activities applicable to the Professional Growth Increment.

**22.2 Professional Improvement Activities**

1. Acceptable professional growth activities such as, but not limited to: college, community college, continuing education courses and recognized trade school courses.
2. Approved in-service education activities that are attended on personal time and/or for which all actual and necessary expense is paid by the employee, such as institutes, lectures, seminars, workshops, conferences, and conventions.
3. Service as an organizer, leader, speaker, or consultant or approved in-service education session for which services are recognized, but for which no fee, over-time compensation, or compensatory time off is paid by the Orcutt Union School District. Speaker and leadership roles in job-related positions may be approved by the committee.

**22.3 Professional Growth Point and Increment Plan**

1. One or more Professional Growth Increments in the maximum of \$600.00 may be earned in one fiscal year, but not to exceed five such increments in the maximum amount of

\$3000.00 may be granted by the Board of Trustees to an eligible classified employee, subject to the conditions set forth in the Administrative Regulation.

2. Nine (9) Professional Growth points shall be required for each Professional Growth Increment effective July 1, 1995.
3. One growth point per one college semester unit is allowed. Verification of completion of course with verified attendance of one (1) point for fifteen (15) hours attended.
4. Quarter unit courses will be converted to semester units on the basis of two semester units for each three quarter units or major fraction thereof earned in a quarter course.
5. For approved in-service and related activities, one-half point will be given per programmed attendance eight (8) hours and credit will not be given for activities held during regular working hours but no more than two (2) points can be earned in a year.
6. Professional Growth points earned for total hours in approved education courses:

Total Hours in Approved Education Courses	Professional Growth Points Earned
10-14 Hours	1/2
15-19 Hours	1
20-29 Hours	1 1/2
30-39 Hours	2
40-49 Hours	2 1/2
50-59 Hours	3
60-69 Hours	3 1/2
70-79 Hours	4

7. In order to receive Professional Growth credit, transcripts or verification of other course activities need to be submitted upon completion.
8. Such increments shall be granted the month following receipt of transcript/verification and acknowledgement from Classified Human Resources that an increment has been earned.
9. Earned increments shall be paid in monthly installments in addition to the employee's regular salary, and shall be subject to a customary payroll deduction for retirement, social security, withholding tax, and time off with loss of salary, etc.
10. An employee must be in paid status to receive any portion of the Professional Growth Increment he/she has been granted.

11. If more than the necessary numbers of points are earned for any of the first, second, third, fourth or fifth Professional Growth Increments, the excess number may be carried over to the next succeeding increment.
12. No credit will be given for any Professional Growth activities earned prior to the employee's beginning date of employment.
13. All courses, workshops and activities must be attended while the employee is in unpaid status with the District.
14. Once a determination to grant/decline professional growth has been made, no retroactive consideration will be made.

#### **22.4 Credit for College Degrees**

1. An annual stipend of \$1,000 shall be granted to any unit member holding a Bachelor's degree from an accredited college or university.
2. An annual stipend of \$1,000 shall be granted to any unit member holding a Master's degree from an accredited college or university.



**ORCUTT UNION SCHOOL DISTRICT  
RECOGNITION AGREEMENT**

The Orcutt Union School District and the California School Employees' Association, Orcutt Chapter #255, agree that the following comprises an appropriate unit of classified employees:

All employees, other than management, confidential and supervisory, as designated by the Orcutt School District Board of Trustees, or who are excluded below, who are classified employees as defined by Section 45103 of the California Education Code and who hold the following positions in the District:

	Range		Range
Accounting Clerk	20	Health Assistant	19
Accounting Clerk, Child Care	21	Information Technology Specialist	36
Accounting Technician	22	Information Technology Specialist, Lead	42
Accounting Technician, Senior	28	Instructional Assistant	8
Administrative Assistant	30	Instructional Assistant I/Special Ed	12
ASES Coordinator	20	Instructional Assistant II/Special Ed	13
ASES Homework Coach	8	Instructional Assistant, Bilingual	11
Attendance Clerk	12	Instructional Assistant, Music	10
AV Technician	27	Instructional Assistant, PE	11
Bus Attendant	11	Instructional Assistant, Preschool	11
Bus Driver	18	Instructor, Preschool	20
Bus Driver, Lead	23	Licensed Vocational Nurse (LVN)	27
Charter High School Administrative Assistant	30	Maintenance Craftsperson	26
Charter High School ASB Activities Technician	21	Maintenance Craftsperson, Lead	30
Charter High School Media Career Technician	14	Maintenance Worker	19
Charter High School Student Registrar/Attendance Technician	19	Maintenance Worker, Senior	21
Child Care Assistant	7	Maintenance Worker, Senior, Technology	25
Child Care Camp Coordinator	17	Materials Production Specialist	18
Child Care Coordinator	16	Media Clerk	14
Child Care Coordinator, Assistant	14	Media Specialist	15
Child Care Coordinator, Lead	18	Network Systems Specialist	42
Child Nutrition Cashier	7	Noon Duty Supervisor	6
Child Nutrition Clerk	12	Office Assistant	15
Child Nutrition Cook	10	Office Manager, Child Care	21
Child Nutrition Cook, Senior	11	Office Manager, Child Nutrition	21
Child Nutrition Production, Lead	18	Office Manager, MOT	21
Child Nutrition Transport Cook, Senior	13	Office Manager, Pupil Services	24
Child Nutrition Transport Worker	11	Office Manager, School	21
Child Nutrition Unit Lead, Olga Reed	18	Painter	26
Child Nutrition Worker	7	Painter, Lead	29
Clerical Assistant	8	Payroll Clerk	21
Community Liaison	14	Payroll Technician	22
Computer Specialist	14	Payroll Technician, Senior	28
Computer Technician I	21	Purchasing Agent/Storekeeper	34
Computer Technician II	27	Receptionist	18
Custodian	15	Receptionist, Bilingual/Sub Coordinator	19
Custodian, Day Lead	27	Registered Behavior Technician	15
Custodian, Head	18	Secretary	18
Custodian, Night Lead	25	Secretary, Bilingual	19
Data Specialist	31	Secretary, Senior	24
Delivery Driver	17	Student Data Technician	14
District Accounting Specialist	33	Technology Application Specialist	29
District Child Care Coordinator	19	Transportation Coordinator/Trainer	30
Driver	15	Utility Worker	18
Educational Services Support Clerk	18	Vehicle & Equipment Mechanic	28
Facilities & Maintenance Coordinator	41	Vehicle & Equipment Mechanic, Assistant	20
Grounds Maintenance Worker I	19	Vehicle & Equipment Mechanic, Lead	32
Grounds Maintenance Worker II	22	Warehouse, Delivery Driver	18
Grounds Maintenance Worker III	25	Warehouse Distribution Specialist	21
Grounds Maintenance Worker, Lead	29		
Grounds Maintenance Worker, Athletic Field Service Technician	25		

Excluded from the unit are all employees whose position is not listed above, substitute employees, any other short-term employees as designated in Education Code Section 45103, and all management and confidential employees as designated by the Orcutt Union School District as follows:

- Administrative Assistant, Business Services
- Administrative Assistant, Certificated Personnel
- Administrative Assistant, Classified Personnel
- Administrative Assistant, Superintendent
- Behavioral Intervention Specialist
- Director, Child Care Services
- Director, Child Nutrition
- Director, Fiscal Services
- Director, Maintenance, Operations & Transportation
- Occupational Therapist

The undersigned parties further agree that the above description is a complete agreement by the parties and that neither party will appeal the appropriate unit to the Public Employment Relations Board or to any court. All newly created positions shall be a part of the bargaining unit except those that are specifically management and confidential.

_____	_____
On behalf of California School Employees' Association Orcutt Chapter #255	Date
_____	_____
On behalf of Orcutt Union School District	Date

**ORCUTT UNION SCHOOL DISTRICT  
CLASSIFIED SALARY SCHEDULE 2020/21**

	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
	Range	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
6	2,319	13.33	2,435	13.99	2,557	14.70	2,685	15.43	2,819	16.20	2,960	17.01
7	2,377	13.66	2,496	14.34	2,621	15.06	2,752	15.82	2,889	16.60	3,034	17.44
8	2,437	14.01	2,558	14.70	2,686	15.44	2,821	16.21	2,962	17.02	3,110	17.87
9	2,498	14.36	2,622	15.07	2,754	15.83	2,891	16.61	3,036	17.45	3,187	18.32
10	2,560	14.71	2,688	15.45	2,822	16.22	2,963	17.03	3,112	17.89	3,267	18.78
11	2,624	15.08	2,755	15.83	2,893	16.63	3,038	17.46	3,189	18.33	3,349	19.25
12	2,690	15.46	2,824	16.23	2,965	17.04	3,113	17.89	3,269	18.79	3,433	19.73
13	2,757	15.84	2,895	16.64	3,039	17.47	3,191	18.34	3,351	19.26	3,518	20.22
14	2,826	16.24	2,967	17.05	3,115	17.90	3,271	18.80	3,435	19.74	3,606	20.72
15	2,896	16.64	3,041	17.48	3,193	18.35	3,353	19.27	3,520	20.23	3,696	21.24
16	2,969	17.06	3,117	17.91	3,273	18.81	3,437	19.75	3,608	20.74	3,789	21.78
17	3,043	17.49	3,195	18.36	3,355	19.28	3,522	20.24	3,699	21.26	3,883	22.32
18	3,119	17.93	3,275	18.82	3,439	19.76	3,611	20.75	3,791	21.79	3,981	22.88
19	3,197	18.37	3,357	19.29	3,525	20.26	3,701	21.27	3,886	22.33	4,080	23.45
20	3,277	18.83	3,441	19.78	3,613	20.76	3,793	21.80	3,983	22.89	4,182	24.03
21	3,359	19.30	3,527	20.27	3,703	21.28	3,888	22.34	4,083	23.47	4,287	24.64
22	3,443	19.79	3,615	20.78	3,796	21.82	3,985	22.90	4,185	24.05	4,394	25.25
23	3,529	20.28	3,705	21.29	3,890	22.36	4,085	23.48	4,289	24.65	4,504	25.89
24	3,617	20.79	3,798	21.83	3,988	22.92	4,187	24.06	4,396	25.26	4,616	26.53
25	3,707	21.30	3,893	22.37	4,087	23.49	4,292	24.67	4,506	25.90	4,732	27.20
26	3,800	21.84	3,990	22.93	4,190	24.08	4,399	25.28	4,619	26.55	4,850	27.87
27	3,895	22.39	4,090	23.51	4,294	24.68	4,509	25.91	4,734	27.21	4,971	28.57
28	3,992	22.94	4,192	24.09	4,402	25.30	4,622	26.56	4,853	27.89	5,095	29.28
29	4,092	23.52	4,297	24.70	4,512	25.93	4,737	27.22	4,974	28.59	5,223	30.02
30	4,195	24.11	4,404	25.31	4,624	26.57	4,856	27.91	5,098	29.30	5,353	30.76
31	4,299	24.71	4,514	25.94	4,740	27.24	4,977	28.60	5,226	30.03	5,487	31.53
32	4,407	25.33	4,627	26.59	4,858	27.92	5,101	29.32	5,356	30.78	5,624	32.32
33	4,517	25.96	4,743	27.26	4,980	28.62	5,229	30.05	5,490	31.55	5,765	33.13
34	4,630	26.61	4,861	27.94	5,104	29.33	5,360	30.80	5,628	32.34	5,909	33.96
35	4,746	27.28	4,983	28.64	5,232	30.07	5,494	31.57	5,768	33.15	6,057	34.81
36	4,864	27.95	5,107	29.35	5,363	30.82	5,631	32.36	5,912	33.98	6,208	35.68
37	4,986	28.66	5,235	30.09	5,497	31.59	5,772	33.17	6,060	34.83	6,363	36.57
38	5,111	29.37	5,366	30.84	5,634	32.38	5,916	34.00	6,212	35.70	6,522	37.48
39	5,238	30.10	5,500	31.61	5,775	33.19	6,064	34.85	6,367	36.59	6,685	38.42
40	5,369	30.86	5,638	32.40	5,920	34.02	6,215	35.72	6,526	37.51	6,852	39.38
41	5,503	31.63	5,779	33.21	6,067	34.87	6,371	36.61	6,689	38.44	7,024	40.37
42	5,641	32.42	5,923	34.04	6,219	35.74	6,530	37.53	6,857	39.41	7,199	41.37
43	5,782	33.23	6,071	34.89	6,375	36.64	6,693	38.47	7,028	40.39	7,379	42.41
44	5,927	34.06	6,223	35.76	6,534	37.55	6,861	39.43	7,204	41.40	7,564	43.47

Board Approved 4/8/2020

ORCUTT UNION SCHOOL DISTRICT  
Classification of Positions on the Basic Salary Schedule for Classified Personnel

All hourly rates are computed on the standard basis of an average of 174 hours per month. Long service recognition: All classified employees shall receive \$125.00 per month after completion of ten years of service, \$150.00 per month after completion of fifteen (15) years of service, \$175.00 per month after completion of twenty (20) years of service, \$200.00 per month after twenty-five (25) years of service. Shift differential compensation: Any employee in the bargaining unit whose assigned work shift commences between 1:00 p.m. and 5:00 a.m. shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked. This section shall only apply to full-time employees who work an eight (8) hour shift. Night Custodians receive a two (2) range shift differential. Any other application shall be by mutual written agreement between CSEA and the District. Instructional Assistant I, Special Ed., shall be paid a 2½% stipend when a pupil requiring feeding, lifting or toileting assistance is regularly assigned to the school site. Other stipends include: Back Flow License 5%, Pesticide Application License 5%, standby personnel with Bus Driver's License 2½%, Bus Driver Trainer Certification 2½%, First Aid/CPR Instructor Certification 2½%.

†† (2) Range Shift Differential

## **ASSIGNMENT OF BUS ROUTES**

1. For the purposes of this section, seniority is defined as the last date of hire in the Bus Driver classification. Equal seniority (same date of hire) shall be determined by lot.
2. Daily bus routes (am/pm runs as combined by the District) shall be offered to bus drivers based on seniority. Midday runs (regular scheduled runs between 9:15 a.m. and 1:50 p.m.) shall be offered separately based on seniority.
3. Daily bus routes, including midday runs, shall be set no later than twenty (20) working days after school starts. A selection of bus runs will be done on or before the 20<sup>th</sup> day of the school year.
4. All bus drivers must participate in the selection process. Drivers shall indicate, in writing, whether they request consideration for field trips, and/or extra midday runs.
5. Drivers must remain available for assignments related to transportation while in paid status.
6. Bus runs less than one (1) hour shall be paid a minimum of one (1) hour except those commencing while the driver remains in paid status.
7. The assigned bus route shall include fifteen (15) minute warm-up/safety check period prior to the first run of the day, and a five-minute warm up for all other bus runs. In addition, there will be a five (5) minute cool down.
8. Extra trip assignments will be made among those drivers having indicated their availability, continuing with seniority rotation, with the most senior driver selecting first and so on. Selection of extra trips shall be on the first workday of the week. Refusal or absent drivers will be rotated to the bottom of the list. Available extra midday runs shall be distributed in same rotation.
9. When a regular run (including the midday portion) becomes available due to day-to-day driver unavailability, the District may assign a regular driver or substitute driver to take the full run, or a portion thereof. Whenever possible, the midday run shall be separated and assigned in accordance with the above stated midday run assignment procedure.
10. It has been past practice, and will continue to be the practice, to disallow substitute driving time to count towards qualifying for health benefits.
11. Any permanent drivers hired after July 1, 2013 will not be allowed to use field trip driving time to count towards qualifying for health benefits.

12. When a regular driver has been absent for fifteen (15) continuous working days and the District does not know definitely when the driver will return or when the District becomes aware that a driver will be out for more than fifteen (15) continuous working days, the absent driver's total projected run shall be offered to the rest of the drivers on the same basis used in item 1 above. If the total run is not selected by any driver within five (5) working days, the midday run or runs shall be separated from the total run and offered separate and apart to less senior drivers on the same seniority basis. This run then becomes a part of the receiving driver's run until the absent driver returns. The balance of the absent driver's assignment, minus the midday run/runs, will be offered to a substitute driver. Upon return of the regular driver, assignments shall revert to the initial schedule assigned as a result of item 1 above.
13. Any license renewal training/testing shall be in paid status.
14. The parties agree that the transportation of special education students to and from home, school and IEP required therapy may be provided by persons employed under the "Driver" job description. The District agrees that such transportation arrangements shall be made only when management has determined that there is no Bus Driver available to provide the transportation.

**CLASSIFIED RETIREMENT INCENTIVE PROGRAM**

1. After ten (10) years of satisfactory service, a bargaining unit employee employed prior to July 1, 2013 who qualifies for health and welfare benefits in the Orcutt Union School District, and who attains the age of 55 is eligible to apply for the District's Classified Retirement Incentive Program. An employee taking the Savings (Article 15.4) may convert to single or two-party medical one year prior to expected retirement date subject to insurance approval and take advantage of the Retirement Incentive Program.
2. Upon receipt of a written resignation from the employee, the District will agree to a contract for a period not to exceed five (5) years
3. Individuals wishing to apply for the program shall submit notification of resignation and a request for participation in the Classified Retirement Incentive Program by March 1 of the school year of the first program participation.
4. A contract under this program shall be for a period not to exceed five (5) years, or to the retiree's reaching the age of sixty-five (65), whichever comes first.
5. Once chosen to participate in the program, the contractor may not return to any regular employment in the District unless the Board of Trustees approves such return based on particular needs of the District as determined by the Board following established District hiring procedures. It shall be the responsibility of the retiree in those limited instances where re-employment is approved to assure compliance with PERS statutory provisions, rules and regulations and to provide evidence to the District of such compliance. It is expressly understood that the period in which the Retiree has been in the Classified Retirement Incentive Program will not be considered in restoration of the rights, benefits, and burdens of a permanent employee.
6. Bargaining unit members participating in this program will be entitled to all health and welfare benefits as though they were full time employees.

7. If health and welfare benefits only become available to participants at premium rates in excess of those for full-time employees, the participant will be responsible to pay the additional premium. Such entitlement will cease upon termination of the agreement with the District pursuant to Section 3.
8. In the event there are legislative enactments which fundamentally modify or limit the provisions for classified retirement incentive programs, individuals eligible for participation in the program under this policy may participate under stipulated conditions of a prorated basis of time and fees for the term of service involved.

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE  
ORCUTT UNION SCHOOL DISTRICT  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS ORCUTT CHAPTER 255

This Memorandum of Understanding (MOU), is entered into by and between the Orcutt Union School District (District) and the California School Employees Association and its Orcutt Chapter 255 (CSEA or Association).

The parties agree to the following:

Beginning with the 2017/2018 school year, in addition to the currently offered health insurance plan known as Blue Cross 90D, the following Anthem Blue Cross Insurance Plans will also be offered as employee options:

- A. Blue Cross 90G
- B. Blue Cross 80E
- C. Blue Cross 80G

This Agreement becomes final upon ratification of the Association membership and adoption by the Orcutt Union School District Board of Trustees.

Dated: June 1, 2017

  
\_\_\_\_\_  
Don Nicholson, Asst. Supt. HR for District

  
\_\_\_\_\_  
Phyllis Jackson, President CSEA Orcutt Chapter 255 for Association

  
\_\_\_\_\_  
Mark Moore, CSEA Labor Relations Representative for CSEA