

COLLECTIVE BARGAINING AGREEMENT

REACHED BETWEEN

PETALUMA CITY (ELEMENTARY) SCHOOL DISTRICT

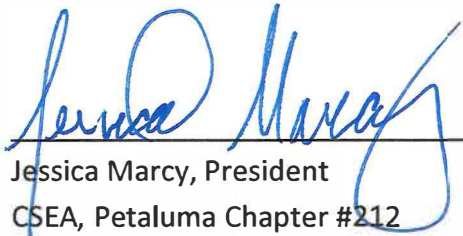
PETALUMA JOINT UNION HIGH SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AND ITS PETALUMA CHAPTER #212

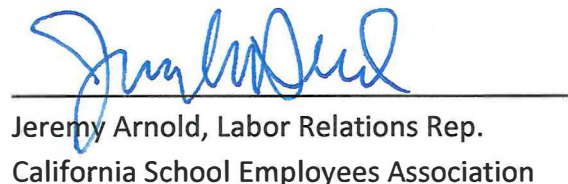
JULY 1, 2022 – JUNE 30, 2025



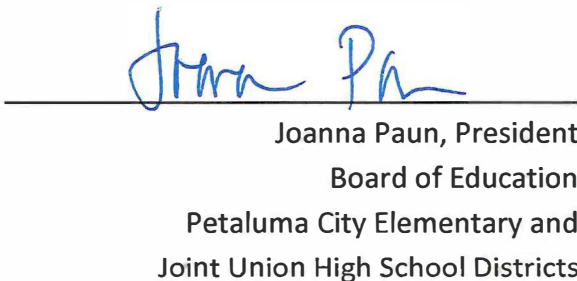
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ARTICLE 1: AGREEMENT

- A. This Agreement, hereinafter referred to as the "Agreement" entered into this 1st day of July, 2022 by and between the PETALUMA CITY ELEMENTARY AND JOINT UNION HIGH SCHOOL DISTRICTS, hereinafter referred to as "District" or as "District Administration", and CHAPTER #212, CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, hereinafter referred to as the "Association".
- B. The term "Agreement" as used herein means the written agreement provided under Section 3540.1(h) of the Government Code.
- C. The terms of this Agreement shall be for a period of three (3) calendar years dated from July 1, 2022 – June 30, 2025. There shall be a negotiation reopener period, upon request by either party, no later than January 31 of each succeeding contract year.
- D. For the 2023-2024 fiscal year, the parties agree to reopen Article 5 Wages and Article 8 Health and Welfare. For the 2024-2025 fiscal year, the parties agree to reopen Article 5 Wages; Article 8 Health and Welfare; and two (2) other Articles of each party's choice.

Additional Articles may be reopened upon mutual agreement by both parties.

ARTICLE 2: RECOGNITION

- A. The District recognizes Petaluma Chapter #212, California School Employees Association as the exclusive representative for employees in the Classified Bargaining Unit.
- B. The Classified Bargaining Unit is composed of regular employees in positions as listed in EXHIBIT "A", which follows the Board of Education resolution of June 10, 1976.
- C. Terms
 - 1. Petaluma Chapter #212, California School Employees Association, shall be referred to throughout this Agreement as the "Association" or "CSEA".
 - 2. The Petaluma City Elementary and Joint Union High School Districts shall be referred to throughout this Agreement as the "District" or as "District Administration".
 - 3. Regular employees of the District who are a part of the bargaining unit represented by the California School Employees Association and its Petaluma Chapter #212 shall be referred to throughout this Agreement as "Members of the Bargaining Unit", "Unit Members" or "Employees".

4. The Board of Education shall be referred to throughout this Agreement as the "Board of Education" or the "Board".

ARTICLE 3: ASSOCIATION RIGHTS

- A. The Association shall have the right to transact organizational business on school property at all reasonable times, provided that it does not interfere with or interrupt class or other normal school operations. Such rooms or other appropriate meeting facilities shall be made available as provided by law to the Association without charge.
 1. The Association shall have the right to place items in employee mailboxes and/or post notices of activities and matters of business to employees on designated employee boards at each site/department.
 2. Representatives of the Association shall have the right to visit all work sites in the District. Such representatives shall make known their presence to the appropriate authority in the school. Such visits shall be scheduled so that there is no interruption to classes or normal operations.
 3. Copies of the agenda for all meetings of the Board of Education and all back-up material, that is not confidential, shall be sent to the Association President at the same time as it is sent to members of the Board.
 4. Copies of public District bulletins, which relate generally to employees, shall be available to the Association.
 5. Copies of the minutes of regular Board of Education meetings shall be available to the Association.
 6. Payroll deductions of dues for members of the Association shall be made. The Association agrees to submit all necessary forms and information required by the Business Division.
 7. The District Administration agrees to provide twenty (20) person days of release time without loss of pay for attendance at the CSEA annual conference.
 8. Unit members who are elected by membership to serve as President, P' Vice President, 2nd Vice President, Treasurer, Secretary, Communications Officer, or District committee members shall be granted reasonable release time from their position to perform the following: Grievance and Discipline proceedings, site visits, District committee meetings, and employee recognitions. Union Stewards shall be granted reasonable release time to handle grievance and discipline proceedings.

9. A unit member who is called as a witness in a proceeding in which the District is a party during the unit member's regular work shift shall be provided paid release time unless the unit member is the moving party.

B. Organizational Security

1. CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the District Administration.
2. The District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). The District shall deduct in accordance with the CSEA dues schedule dues from the wages of all employees who are members of CSEA on the date of the execution of this agreement or who become members of CSEA following that date, who have submitted a dues authorization form to the District.
3. Nothing contained herein shall prohibit an employee from paying dues or fees directly to CSEA on an annual basis.
4. The District shall provide the CSEA Labor Relations Representative notice of any newly-hired employee, within ten (10) days of their date of hire, via electronic mail. The notice shall include full legal name, date of hire, classification, and site.
5. The District shall provide CSEA with the contact information (as outlined in the parties AB119 agreement) electronically, via a mutually agreeable secure method. The District shall provide this information for all bargaining unit members on or before the last working day of September, January, and May. For new employees, the District shall provide CSEA with information on the new unit members on or before the last workday of the month of hire.
6. The District shall refer all employee requests to revoke membership to the Chapter President or Labor Relations Representative (LRR) and shall obtain the LRRs approval on behalf of the union before processing any revocation request.
7. CSEA agrees to fully indemnify and hold harmless the District in connection with the deduction of dues and service fees.

C. Collective Bargaining Procedures

We mutually pledge ourselves to the following statement: "We, in the public sector, can now use the collective bargaining process as a means to improve the Petaluma School Districts and the service we provide the children and students of this community."

1. The parties agree that there will be joint minutes, the intent being to reinforce the agreements reached in EERC and formal contract negotiations. Both parties shall review the minutes and make corrections so they accurately reflect the agreements reached and are a record of the proceedings. Each party is free to make reports concerning the progress of negotiations in whatever manner they choose, however they may not generally distribute the minutes. The parties agree that the progress of negotiations will not be served by the use of inflammatory reports, or reports framed or distributed in such a fashion that we find ourselves negotiating in public.
2. At the conclusion of each meet and negotiate session, the parties will have identified at least one or two future dates to reconvene discussions.

The parties have agreed that approximately one-half of the person hours spent in negotiations will be work hours and approximately one-half of the person hours will be post-work hours. The Chapter President will maintain a log of release times.

3. Both parties agree that the act of proposing an item and subsequently withdrawing the item from consideration does not denote lack of further interest in the item by the proposing party. Further, it is agreed that this action of proposal and subsequent withdrawal may not subsequently be used in a court of law or as a part of the deliberations of any third party who may later become involved in the employer-employee relations within the Petaluma School Districts.
4. The parties agree that the most expeditious procedure to follow regarding tentative agreement is as follows: When tentative agreements are reached, either individually or in small groups, they will be marked "T.A.'1, they will be initiated by the chairperson of the respective groups, and dated. Each party will then have a copy of the tentative agreement.
5. The parties state that unless mutually agreed, all counter-proposals shall be in writing and shall be furnished in sufficient quantity so that each member of the respective bargaining committee may have a personal copy.
6. The parties agree to share the responsibility of providing refreshments for negotiation sessions.
7. The parties agree that the costs of duplicating counter-proposals shall be the responsibility of the party proposing the given counter-proposal.
8. Agendas will be set by mutual agreement between the parties. In the event that the agenda-setting process becomes a problem, the parties may refer back to the procedures set out in the original rules of bargaining. They were

as follows:

"The parties shall introduce items they wish to discuss on an alternating basis. First choice shall be determined for the first session by a flip of the coin. At the conclusion of each negotiating session, each party shall inform the other of a minimum of three items it wishes to discuss at the next meeting. If the six items specified have been covered at a session, each party shall then be entitled to introduce additional items on an alternating basis to utilize any time that may be left to the negotiating session".

9. The time and frequency of caucuses should be at the discretion of the party calling the caucus provided that before leaving for the caucus, the other party is informed of the estimated time which will be required for the caucus. Further, it is agreed that the caucusing party will attempt to stay within the estimated time lines which have been given. The parties also agree that an adequate room, with a door which closes, shall be provided for caucuses.
10. The parties agree that the maximum number of individuals at the bargaining table shall not exceed seven, plus CSEA representatives, for Petaluma Chapter #212, CSEA. The parties agree that the maximum number of individuals at the bargaining table shall not exceed seven, plus the District's attorney, for the District.

D. District Budget Committee

1. The Budget Committee will be composed of representatives chosen by the California School Employees Association, Petaluma Chapter #212, Petaluma Federation of Teachers, Petaluma Confidential Employees, and Petaluma Leadership Association. The Committee will be facilitated by the District's Chief Business Official.
2. The District Administration and the Association agree to provide reasonable release time for members of the Committee to meet.
3. The Committee will:
 - a. Receive training in budget analysis;
 - b. Review budget categories and make recommendations for changes;
 - c. Monitor budget process throughout the year;
 - d. Make periodic reports to Association members on the status of the budget.

E. New Employee Orientation

1. Within ten (10) working days from the hiring of a new employee, the District shall notify both the CSEA Chapter President and Chapter Treasurer of the new hire's name, worksite, and hours worked.
2. CSEA leaders shall be provided reasonable release time of up to thirty (30) minutes to conduct an orientation with the new employee at their worksite.

ARTICLE 4: DISTRICT RIGHTS

- A. The exercise of the powers, rights, authority, duties and responsibilities by the District Administration, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with law.
- B. It is understood and agreed that the District Administration retains all of its powers and authority to direct, manage, and control to the full extent of the law.
- C. In the event of an emergency, District Administration shall have the right to rescind any portion of this Agreement directly related to the nature of the emergency. "Emergency" as used in this Article is limited to those highly unusual or catastrophic situations which would prevent the normal functioning of the School District pursuant to this Agreement.

ARTICLE 5: WAGES

A. Step Movement

Step movement shall be implemented on July 1st of each school year.

B. Salary

Effective July 1, 2019 the District proposes an across-the-board increase of 3% to the CSEA salary schedule.

In addition, effective January 1, 2020, CSEA and PCS agree to eliminate Range 1 from the CSEA salary schedule.

1. The Cafeteria Assistant I position will be eliminated. All employees in the Cafeteria Assistant I position will be moved to the Cafeteria Assistant II position.
2. The Child Care Assistant position will be upgraded to a Range 2.

3. The Playground Supervisor position will be upgraded to a Range 2.

C. Clothing and Equipment

1. The District will provide an annual shoe allowance, redeemable at the store of the employee's choice for appropriate footwear, in the amount of:
 - \$150 for Maintenance and Grounds Workers, and
 - \$100 for Custodians
2. The District will provide an annual shoe allowance for appropriate footwear, for the following positions:
 - Cafeteria Assistant Cafeteria Manager
 - Campus Security Supervisor*
 - Campus Security Supervisor II*
 - Delivery Warehouse Person
 - Food Services Delivery Person
 - Production Kitchen Manager
 - School Bus/Automotive Technician
 - Stand-By Driver/Mechanic's Helper
 - Warehouse/Delivery Services Coordinator

*Note: the Campus Security Supervisor/II may use the shoe allowance for appropriate footwear or school uniform.

The amount is determined by the number of hours worked, based on \$100.00, as follows:

Less than 2 hours per day	25%	or	\$25.00
2 hours to less than 4 hours	50%	or	\$50.00
4 hours to less than 6 hours	75%	or	\$75.00
6 or more hours	100%	or	\$100.00

Claims for employee expenses shall be requested on a "Claim for Employee Expenses" (PB 288) form.

3. The employee must successfully pass probation before he/she is eligible to receive the shoe allowance.
4. Allowance must be used by June 30 of each year and there shall be no carryover of unused funds from one school year to the next.
5. The District will select and provide all Maintenance (including delivery and warehouse positions) and Grounds staff, Custodians, Cafeteria Assistants,

Cafeteria Managers, and Production Kitchen Manager with six (6) work shirts with the District name and logo displayed to be worn at work. The employees will be able to choose three (3) long sleeved and three (3) short sleeve shirts or any combination thereof for their selection of six (6) shirts. For Maintenance (including delivery and warehouse positions) and Grounds, & Custodial staff, the District will provide one (1) sweatshirt with the District name/logo.

6. The District will provide two (2) new shirts annually and will replace any damaged/torn shirts as needed during the year. Employees will launder their own shirts. If an employee leaves employment with the District for any reason, they will turn in any District shirts with their name.

D. Travel Allowance and Reimbursement of Expense

1. Mileage and expenses shall be paid by the District only as authorized by the Superintendent or his/her designee.
2. The mileage rate for employees required to use their own vehicle shall be at the IRS approved rate.
3. Actual and necessary traveling expenses shall be reimbursed by the District on trips authorized by the Superintendent or his/her designee.
4. The Superintendent, or his/her designee, may make an advance of funds to cover necessary traveling expense only in cases where, in his/her opinion, a hardship will be worked upon the employee wherein such advance is not made. The employee receiving such advance shall leave with the Superintendent, or his/her designee, his/her personal check for the amount advanced made payable to Petaluma Schools or a statement of receipt for the amount of money advanced. Such advance shall be repaid or adjusted upon filing of a regular claim and the personal check returned or the statement of receipt canceled.
5. The most economical mode of public transportation shall be used unless another mode of transportation is authorized by the Superintendent or his/her designee.
6. The Superintendent, or his/her designee, may, at his/her option, allow the mileage rate in lieu of public transportation, wherein in his/her opinion, the mileage rate is advantageous from the standpoint of time saved or inaccessibility of destination by public transportation.
7. Payments by an employee to an employee of another district for sharing of transportation costs may be authorized by the Superintendent, or his/her designee, if such costs are not more than by public transportation.

8. Airplane transportation may be approved by the Superintendent, or his/her designee, only in cases where (a) such transportation is less costly overall in terms of savings in meals, lodging, etc., or (b) such transportation is necessary in terms of time deadlines, or (c) such transportation permits the employee to remain on the job for a longer period of time prior to departure.
9. Attendance at meetings by members of the bargaining unit believed to be of value to the District Administration shall be encouraged. At the discretion of the Superintendent, or his/her designee, all necessary legal expenses of attending such meetings, including transportation, meals, and registration fees may be a charge against District funds.
10. Any employee in the bargaining unit who, as a result of a work assignment, must have meals away from the District shall be reimbursed for the full reasonable cost of the meal.
11. Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost. Where possible, the District shall provide advance funds to the employee for such lodging. If advance funds are not available or do not cover the full costs, the District shall reimburse the employee for the out-of-pocket lodging expenses within a reasonable time after the employee has submitted an expense claim with all necessary receipts.
12. Employees who have been authorized to attend meetings of an educational nature shall submit to the Superintendent, or his/her designee, within one (1) week following such attendance, a written report of the meetings.

The following general reporting format shall be used:

- a. name of person attending;
- b. identification of meeting (organization, place, date);
- c. summary of key ideas at meeting;
- d. relation and implication to the Petaluma School System.

E. Compensation - General

1. Negotiated step increases on the salary schedule shall be granted automatically to employees, but each such increase shall be based upon at least satisfactory performance by the employee in the overall evaluation rating(s). Increases shall receive prior approval by the Superintendent, or his/her designee.

2. When an employee does not receive the automatic negotiated step increase on the salary schedule as outlined above, said employee shall be given specific recommendations for improvement based upon the goal of raising the overall evaluation rating(s) to at least a satisfactory level. As a part of these recommendations, there shall be an established timeline for a subsequent reevaluation. At such time as the employee reaches a satisfactory level, he/she shall be placed upon the appropriate step of the salary schedule. Said employee shall continue normal progress on the salary schedule in respect to negotiated automatic step increases for so long as subsequent evaluation rating(s) continue to be at least satisfactory.
3. Federal and State income tax shall be withheld as provided by law.
4. All new employees shall be employed at step A of the appropriate salary classification unless the new employee has more than one year of experience in a like position. The District Administration reserves the right to approve appointment, based on years of experience in a like position, above step A of the classification. Should the District place any new employee above Step C, the District shall notify CSEA and provide rationale. The District will provide a copy of a resume or application upon request.
5. Deductions may be made by the District Administration in order to recapture erroneous salary over-payments. In the case of erroneous overpayment, prior to deductions being made by the Payroll Department, a meeting will be held to determine a repayment schedule in cooperation with the Payroll Department, the party affected, and/or a union representative.

F. Overtime

1. Work that is required of an employee in excess of eight (8) hours per day or forty (40) hours per week shall be deemed overtime. Overtime shall be compensated at one and one-half (1.5) times the normal rate of either salary or time off by mutual agreement.
2. Work that is required of an employee who works less than eight (8) hours or less than forty (40) hours shall be compensated at regular time until they reach the eight (8) hour/forty (40) hour threshold.
3. Individuals own their work year and are covered by the contract year round.
4. The District Administration shall endeavor to distribute overtime as equally as possible among qualified employees. The endeavor to distribute overtime as equally as possible shall be a function of the mutual decision regarding pay or compensating time off and the continued financial ability of the District

Administration to pay overtime wages as opposed to granting compensating time off.

5. Any work performed beyond the unit member's workday shall be pre-approved by the supervising administrator.
6. The workweek for unit employees working an average of four (4) hours or more per day shall consist of not more than five (5) consecutive working days. Work required to be performed, by such employees, on the sixth (6th) or seventh (7th) day of a given workweek shall be considered overtime.
7. An employee having an average work day of less than four (4) hours during a work week shall, for any work required to be performed on the seventh (7th) day of a given work week, be compensated on the basis of overtime.
8. The District Administration shall continue the practice whereby when a unit member is required to return to work on a normal workday, or to report to work on a day other than a normal workday, he/she shall be compensated for a minimum of two (2) hours at the appropriate rate of pay, even though the actual task does not take that long.
9. When a custodian opens and/or secures a District facility for an activity of the City of Petaluma Parks and Recreation Department by returning to work on a normal workday or by reporting for work on a day other than a normal workday the following process shall prevail over the preceding paragraph in this section
10. The unit member shall be compensated for one and a half (1.5) hours at the appropriate rate of pay to open the facility and one and a half (1.5) hours at the appropriate rate of pay to secure the facility.
11. Overtime assignments for custodians, cafeteria employees, and campus security supervisors at each site shall follow a seniority rotation on a continuous basis, based on the hire date seniority list established for each site. Should an employee refuse or be unable to accept an assignment, it shall go to the next employee on the list and the employee declining the assignment shall then go to the bottom of the rotation list. If no employee at a particular site is able to accept an overtime assignment, that assignment shall be offered to a custodian, cafeteria employee, or campus security supervisor at another site, based on overall seniority. Acceptance of the assignments will not affect the position of that employee on their site roster.
12. Overtime given at a District-wide level shall be offered to all cafeteria employees based on overall seniority. Acceptance of this overtime shall not affect their position on their site roster.

13. All unit members that are available for extra work both during the school year and non-school year shall be offered the extra time/overtime for their work site based on seniority.

G. Salary warrants

1. Employees receiving 11 checks or less may elect to defer a portion of their pay (Deferred Net Pay or DNP) to receive a larger check at the end of the work year.
2. This election can only be done at the time of hiring or changed at the end of a school year for the following school year.

H. Deductions from Salary warrants

1. Deductions required by law: deductions shall be made from employees' warrants as follows:
 - a. Federal and state income taxes in the amount required by the Internal Revenue Code and Revenue and Taxation Code.
 - b. Old Age, Survivors and Disability Insurance (Social Security for employees employed after January 1, 1960, and for those employees employed on December 31, 1959, who elected to be covered by the provisions of the Federal Insurance Contributions Act) deduction shall be made in the amount required by the Internal Revenue Act.
2. Deductions required by the School Districts: deductions shall be made from employee's warrants as follows:
 - a. Public Employees' Retirement System: all employees who are employed on a regular basis for sufficient time to qualify for the retirement system shall have the amount required by the System withheld from their warrants.
 - b. Effective 3/1/83, or as soon thereafter as practical, an integrated State Disability Insurance benefits plan shall be implemented by the District, with monthly premiums deducted from the bargaining unit members' salary warrants. The sole responsibility of the District Administration, financial or otherwise, shall be confined to the appropriate deduction of premiums and completion of periodic reports requested by the State of California.
3. Deductions authorized by the employee: deductions shall be made from employees' warrants as follows upon receipt of a written authorization from the employee:

- a. Association dues.
- b. Insurances: deductions shall be made monthly for authorized insurance plans which are consistent with this Agreement and District Regulations.
- c. Savings Plans: deductions shall be made monthly for the payroll savings plans consistent with District Regulations.
- d. IRS Section 125 Plans: deductions may be made as authorized by the individual unit member.
- e. Employees shall give not less than thirty (30) days' written notice to cancel a deduction.

I. Tax Sheltered Annuity Programs

- 1. Unit members shall have the right to enter into a tax sheltered annuity program. Each annuity participant shall be required to sign an agreement with the District authorizing the District to reduce his/her salary warrant and to submit the deducted amount directly to any Insurance Company or Mutual Fund who is legally authorized to receive funds under section 403 (b), 7 of the Internal Revenue Service.
- 2. Each employee who desires to enter into a tax sheltered annuity shall execute an acknowledgment of disclaimer of responsibility that any annuity, the amount of any premium, or of any and all procedures followed by the District qualify as a tax sheltered annuity for federal and/or state income tax purposes.
- 3. The Superintendent or his/her designee is authorized to execute such amendments to employment contracts as may be necessary to carry out tax sheltered annuity programs.

J. Bilingual and American Sign Language Skills Stipend

NOTE: Change to this section is effective July 1, 2018

- 1. Bilingual and American Sign Language Skills Stipend When there is a position that requires the use of bilingual skills or American Sign language on a regular basis, the employee in such a position will be paid an additional \$96 per month stipend. The lead administrator will propose to Human Resources that bilingual or American Sign Language skills are required in the position. If an employee asks the administrator to propose the stipend and is turned down. he/she can appeal it to Human Resources.

2. This stipend is only for those positions that do not already include this bilingual skill as a part of their job description such as Bilingual Instructional Assistant, Bilingual Clerk, or Bilingual Coordinator.
3. The job posting for such a position will state, "Successful bilingual or American Sign Language applicant will be paid a monthly stipend of \$96. This stipend will be prorated for positions that are less than 40 hours per week."
4. This stipend is for those who demonstrate sufficient language skills to understand stated questions and needs, and to respond helpfully and appropriately. Although complete fluency is not a requirement, substantial conversational skills are required.
5. This skill will be verified through an interview process, except in the case of those unit members who have previously served in a District position which required bilingual or American Sign Language skills.

K. Overnight field Trips

Unit members who are required to accompany a student on an overnight field trip will be compensated for off the clock hours at a rate of \$1.50 per hour plus meals and lodging accommodations. Examples of positions that are required to assist their students would be a Full Inclusion Instructional Assistant and a One-to-One Special Educational Instructional Assistant.

ARTICLE 6: HOURS

A.

1. The workweek for employees is a five (5) consecutive day, forty (40) hour week. The regular workday shall normally be from 8:00 a.m. to 4:30 p.m. with one-half hour for lunch; however, the actual workday for each position shall be determined by the Superintendent or his/her designee. Custodians' hours shall be determined by special conditions existing at each school. Hours for custodians shall be fixed at the time of assignment.
2. Unit members who work more than five (5) consecutive hours each day must be provided a one-half hour unpaid meal break. This meal break shall be taken at a time that is mutually agreeable to the unit member and his/her supervisor and may not be tacked on to the end of the unit member's workday.
3. District Administration shall continue to maintain a policy of not making unreasonable alterations in those working hours. Employees shall receive reasonable notification regarding any change in working hours, except by

mutual agreement to the contrary. In such cases where a permanent change of hours is necessary, Administration representatives will bring this matter to the Association for purposes of negotiations.

4. An optional flexible work schedule may be available, when school is not in session, by mutual agreement between the employee and their supervisor.
- B. Unit members who have half or more of their shift after 6:00 p.m. are entitled to a 5% differential stipend.
- C. Rest Period

Employees shall be granted a rest period according to their total number of work hours each day in the District as follows:

<u>hours worked per day</u>	<u>rest period</u>
1 -2.99	no rest period
3 - 3.99	10 minutes
4 - 5.99	15 minutes
6 - 6.99	2 - 10 minutes
7-8	2 - 15 minutes

D. Work Year

1. 12 Months
The work year for employees on a twelve-month basis shall be from July 1 through June 30.
2. 11 Months (Traditional Calendar)
The work year for employees employed on an eleven-month basis at a school on a traditional calendar shall be from August 1 through June 30.
3. 11 Months (Year-Round Calendar)
The work year for employees employed on an eleven-month basis at a school on a year-round calendar shall typically start prior to the first day of school, work all certificated staff development days and the majority of the non-school days during the Fall, Thanksgiving, Winter, and Spring Breaks, excluding paid holidays.

Human Resources will distribute a memo in March of each year to these employees defining the number of workdays for the following school year. Employees working on this calendar shall provide a calendar of workdays to Human Resources by May 15th of each year for the following school year.

4. * 10 Months (Traditional Calendar)
The work year for employees employed on a ten-month basis at a school on a traditional calendar shall be five (5) days prior to the start of school and five (5) days after the end of school and includes all non-school days during the Fall, Thanksgiving, Winter, and Spring Breaks, excluding paid holidays.
5. * 10 Months (Year-Round Calendar)
The work year for employees employed on a ten-month basis at a school on a year-round calendar shall be five (5) days prior to the start of school and five (5) days after the end of school and part of the non-school days during the Fall, Thanksgiving, Winter, and Spring Breaks, excluding paid holidays.

Human Resources will distribute a memo in March of each year to these employees defining the number of workdays for the following school year. The employee shall provide a calendar of workdays to Human Resources by May 15th of each year for the following school year.
6. 223 Days
The work year for 223-day employees shall include approximately 75% of the workdays in August through approximately 50% of the workdays in June. Human Resources will distribute a memo in March of each year to these employees defining the work days for the following school year.
7. 214 Pays (While School is in Session plus Twenty-One (21) Days)
The work year for employees such as Child Care Director shall be five (5) days prior to the first day of school, five (5) days after the last day of school and 11 non-school days during the Fall, Thanksgiving, Winter, and Spring Breaks, excluding paid holidays. Employees working on this calendar shall provide a calendar of work days to Human Resources by May 15th of each year for the following school year.
8. *198 Days (While School is in Session plus Five (5) Days)
The work year for employees such as Clerk Typists assigned to elementary schools shall be those days while school is in session (days of instruction) and pupils would be attending classes plus five (5) days prior to the first day of school. This additional week is to allow for preparation for school to begin. Employees in this classification may be scheduled for additional work days for inservice, etc. Consideration for any such additional days shall be consistent with the provisions of this Agreement.
9. *193 Days (While School is in Session)
The work year for employees such as Instructional Assistants, other than those listed in number 9 above, Cafeteria Assistants assigned to elementary, junior high with the production kitchen, and high schools, Cafeteria

Managers, and Campus Security Supervisors shall be only those days while school is in session (days of instruction) and pupils would be attending classes. Employees in this classification may be scheduled for additional work days for inservice, etc. Consideration for any such additional days shall be consistent with the provisions of this Agreement.

10. * 182 Days (While School is in Session minus Ten (10) Days)

The work year for employees such as Cafeteria Assistants assigned to junior high schools without the production kitchen shall be only those days while school is in session (days of instruction) and pupils would be attending classes minus the last ten (10) days of school. Employees in this classification may be scheduled for additional workdays for inservice, etc. Consideration for any such additional days shall be consistent with the provisions of this Agreement.

11. Work Year Adjustment

- Traditional Calendar

Employees working in any position associated with the number of days of instruction (while school is in session, while school is in session plus five (5) days, while school is in session plus two (2) days, or while school is in session minus ten (10) days) shall have their work calendar adjusted according to that school year schedule.

- Year-Round Calendar

Employees working in a 10 or 11 month position or any position associated with the number of days of instruction (while school is in session, while school is in session plus five (5) days or while school is in session plus two (2) days) shall have their work calendar adjusted according to that school year schedule.

12. Bus Drivers

The work year for Bus Drivers varies depending on the route they drive. Their work year may change when routes are re-bid.

* Will have vacation paid off on their regular monthly paychecks. See Article 9 B 4.

E. Holidays

1. Paid holidays for employees will be granted as listed, provided schools are not in session.

- The normal workday prior to New Year's Holiday New Year's Day
- Martin Luther King, Jr.'s Birthday Lincoln Day

- Third Monday in February known as Presidents' Day Last Monday in May known as Memorial Day Independence Day
 - Labor Day Admission Day
 - Veteran's Day to be celebrated on November 11 or the school day nearest to November 11
 - Thanksgiving Day
 - Friday following Thanksgiving Day
 - The normal workday prior to Christmas Holiday Christmas Day
2. Any other holiday proclaimed by the President of the United States or the Governor of the State as a holiday shall conform to the Education Code.
 3. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday; and when a holiday falls on a Saturday, the previous Friday shall be deemed to be the holiday.
 4. When an employee is required to work on a designated holiday, he/she shall be paid compensation, or given compensating time off, at the same rate as overtime.
 5. An employee must be in paid status either the day preceding or the day following a holiday in order to be paid for the holiday.

F. Working Out of Classification

1. Employees shall not be required to perform duties which are not fixed and prescribed for the position by the District in accordance with law, unless the duties reasonably relate to those fixed for the position by the District, for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period.
2. An employee may be required to perform duties inconsistent with those assigned to the position by the District for a period of more than eight (8) hours provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties. Notwithstanding the provisions contained in this section, Administration and Association representatives recognize that there are occasions when unit members should be paid for working out of classification, even when the total period is less than eight (8) hours. The parties agree that such situations will be discussed on an individual basis;

either the Association or Administration representatives may request such discussions.

3. It is the intent of this section to permit the District Administration to temporarily work employees outside of their normal duties but in so doing to require that some additional compensation be provided to the employee during such temporary assignments.
- G. The District Administration shall provide rest and dining areas and lavatory facilities at each school and at other regular work sites.
- H. Any employee in the bargaining unit who works a minimum of thirty (30) minutes or more per day at the request of the Leadership Team member designated by the Superintendent in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular sick leave and vacation benefits adjusted upward to reflect the longer hours, effective for the next pay period.

ARTICLE 7: TRANSPORTATION-RELATED WORK CONDITIONS

A. Bus Driver Hours

1. All Bus Drivers assigned a route (regular or Special Education) are subject to changes in hours (increments of $\frac{1}{4}$ hours). In lieu of Bus Drivers submitting monthly supplemental pay claims, any changes that affect his/her pay will be submitted to the District office three times per year after the routes are assigned. All change reports will begin after the second bid date has passed. Change reports will be sent to the Payroll Department and Human Resources Office on the 10th day of October, January, and April unless the change is thirty (30) minutes or more per day in which case the change will be submitted for the next payroll. A final change report will be sent to the Payroll Department and Human Resources Office on the 10th day of June for any final adjustments to be included in the Bus Drivers' last regular paycheck.
2. No a.m. or p.m. assignment shall be less than two (2) hours each in duration.
3. There shall be at least fifteen (15) minutes included in the daily assignment for bus checkout and at least fifteen (15) minutes for bus clean up; it is understood that more time may be necessary in special situations. The time cited in this section may be a part of the minimum assignments discussed elsewhere in this section.
4. Noon run assignments shall be at least one (1) hour in length.
5. When in-service training is required, the employees shall be reimbursed at the appropriate rate of pay for such time spent if the training does not take

place during the employee's regular workday. An exception to this provision would pertain to a circumstance where the employee declines to take part in the after-hours training provided by the District.

- a. Bus Drivers are required to have ten hours in-service within each training period. If any part of the ten hours required in-service is outside of their regular work schedule they will be compensated for only that portion of the training. The training period within the renewal year the driver will be paid ten hours of classroom renewal time. There will be no additional compensation for any training past the ten hours of classroom training, unless it is mandatory per the Director of Transportation.
 - b. In accordance with Title 13: California Code of Regulations, it is the bus driver's responsibility to maintain their Class B license with DL-45 (School Bus) authorization in good standing at all times. This requires that all bus drivers maintain a current Class B California driver's license, a DL-51 (medical) authorization, and a valid First Aid certification through either CHP or Red Cross. If a bus driver, for any reason, is not able to maintain any portion of these requirements in good standing, they will not be able to drive a bus.
 - c. If the loss of certification is due to unanticipated illness or injury, the employee may use available leave or unpaid leave up to fifteen (15) calendar days to complete all certification requirements. Otherwise, they will not be able to bid on routes, and may be placed on the 39-month rehire list.
6. When a regularly assigned driver is unable to work because of the unavailability of a vehicle for which he/she is licensed or certificated to operate, the driver shall be compensated at the rate he/she would have been paid had a vehicle been available.
 7. Regular drivers of year-round schedules and Special Education schedules shall be paid for actual hours worked (this will be stipulated during bidding).
 8. Seniority shall include all paid "straight time" hours. Overtime hours (paid at time and one-half) shall not count for seniority accrual.
 9. Therapy assignments (ambulatory Special Ed students) shall be offered to Special Ed drivers. Priority is given to the regular assigned driver then to Special Ed drivers by seniority and availability. Orthopedically handicapped (OH) student therapy shall be offered to OH drivers. Priority is given to the regular assigned OH driver then to OH drivers by seniority and availability. If

unable to fill therapy runs as stated above, the therapy will be open to all drivers by seniority and availability.

B. Field Trips

The parties agree that home-to-school runs define the basic job assignment for those staff members assigned to the Transportation Department.

1. Field trips shall be offered to regular drivers by rotation. The Director of Transportation shall establish a separate Field Trip Roster for school-day trips and for weekend/holiday trips. Such rosters shall be established in order of seniority. The seniority rosters lists used by the Director of Transportation and governing rotation shall be posted on the bulletin board. All assigned trips shall be posted every Monday for the week.
2. Field trip assignment shall be made on a strict rotation basis, using the drivers' roster. Four (4) days prior to a scheduled trip date, or seven (7) days prior to a Saturday, Sunday, or holiday trip date, that trip will be assigned to the next driver on the rotation roster. Trips accepted or declined should be returned to the dispatcher within one working day (not less than 24 hours).
3. Should any driver refuse or be unable to take an assigned trip, the trip shall be assigned to the next driver on the roster. The driver's position on the field trip roster shall be unaffected by the acceptance or declination of an emergency trip.
4. In the event that any trip scheduled for Saturday, Sunday, or a holiday is canceled or rescheduled, the driver will be assigned the next available weekend or holiday trip. In the case of cancellation of school day trips, the driver will not be assigned the next available trip, but the normal rotation of the roster will continue. Any trip assigned within twenty-four (24) hours of departure shall be considered an emergency trip.
5. A substitute driver will be assigned the home-to-school and/or the school-to-home run in order to free the regular driver for an assigned field trip that conflicts with their regular run or would cause the driver to exceed the sixteen (16) hour workday limit, as provided herein.
6. The previous provision (B.1.) notwithstanding, field trips with an estimated time of at least five and one-half (5 1/2) hours (conflicting with the normal and/or afternoon run(s)) shall be given to the regular drivers with a minimum of two (2) years driving experience. A separate roster shall be established for this purpose. If a (5 1/2 hour) field trip is rescheduled, the driver shall be assigned that (5 ½ hour) trip.

7. Drivers accepting overnight field trips will be compensated for off the clock hours at a rate of \$1.50 per hour plus meals and lodging accommodations.
8. When members of the Transportation Department participate in departmental functions that would cause them to lose a field trip (i.e. Bus Rodeo), the field trip list shall be frozen and the drivers who do not participate would then be assigned as though it was an emergency trip.
9. Drivers accepting and driving a weekend field trip shall be paid a minimum of four (4) hours at their overtime rate. When a field trip is canceled and the driver is not notified until after he/she arrives on the job site or at the school site, two (2) hours pay at the overtime pay rate will be paid to the driver except when a playoff game on Friday is the determining game for a Saturday trip.
10. Field trip drivers shall be paid for all standby time at the appropriate rate of pay in accordance with provisions of this agreement.
11. The Transportation Department shall establish a field trip rotation list for Type 2 school buses. The rotation list shall be comprised of the following:
 - a. Drivers whose school bus certificate is restricted to a Type 2 school bus; and/or
 - b. Drivers who have a medical condition that restricts their driving to a Type 2 school bus.
12. Transportation Department mechanics will be offered a.m./p.m. routes as needed. Athletic field trips will be offered to the mechanics before substitute drivers as long as the trip does not interfere with their regular workday (i.e. athletic field trips that leave at 2:15 p.m. and are under 5 ½ hours).

13. Late Mechanic

The late mechanic of the week in the Transportation Department shall monitor the Transportation Department Radio System (i.e. Nextel) after 5:15 p.m. in case of an emergency with a bus and/or a trip event which would cause the driver to exceed the sixteen (16) hour work day limit and during the hours when buses are traveling on weekends and holidays.

The late mechanic will be compensated for a minimum of one call per week for monitoring the radio system after hours.

14. Early Mechanic

Early Mechanic will be offered weekend field trips by rotation and paid at Driver rate.

15. Field trip slips must be submitted the following workday, along with meal receipts.

C. Regular Home/School Assignments

1. No later than August 15th of each school year, the Director of Transportation shall notify the District Administration and CSEA of all anticipated route assignments for the following school year.
2. In August of each year, drivers shall have the opportunity, on the basis of seniority, to bid on proposed route assignments. To the extent that any driver will realize a reduction in total driving time, the District Administration shall enter negotiations on this matter upon request from CSEA.
3. Daily routes shall be bid on a yearly basis to bus drivers in the order of seniority except when factors such as student safety or student supervision would influence the choice in favor of a less-senior driver. Such decisions shall be the express responsibility of the Director of Transportation.
4. When an assignment or a regular route is permanently vacated, or a route is increased in time, it shall first be offered to regular bus drivers in order of seniority before it is filled by a substitute or others. Such assignment shall be subject to the provisions contained in Section C.3.
5. No later than the end of the fourth week of school in the fall, the Director of Transportation shall make modifications to route assignments if necessary. If changes in route assignments have been made, the procedure described in C. 2. shall again be followed.
6. If a regular home to school route is reduced by 30 minutes or more, then the affected driver would have the opportunity to bid on any route of a less senior driver.
7. Driving assignments involving all routes shall be subject to a change in work hours (minutes) and pay based upon enrollment changes. All changes in work hours (minutes) will be submitted to the Payroll Department and the Human Resources Office for pay adjustment during the school year as indicated in A.1. above.
8. When a bus driver has thirty (30) minutes or less of layover time between regularly scheduled bus runs and field trips he/she shall be compensated for the actual layover time to a maximum of thirty (30) minutes.

D. Orthopedically Handicapped and Special Ed Route Buses

1. It is agreed that District vehicles, including buses and vans, specifically used to transport OH and Special Ed students shall be driven by regular bus drivers of the District.
2. It is recognized that the physical demands of transporting OH and Special Ed students in these vehicles are greater than a regular school bus.
3. To be eligible to drive an OH or Special Ed vehicle a driver must be able to lift a dead weight of fifty (50) pounds.
4. All regular drivers who are capable of enduring the physical demands of an OH or Special Ed route shall be eligible to drive these vehicles.
5. If there is a dispute as to whether a driver is physically capable of enduring the physical demands of an OH or Special Ed route, it shall be resolved by a statement from a District appointed physician at District expense.
6. OH and Special Ed routes shall be included in all bus route bidding procedures.
7. When there is a vacancy on an OH or Special Ed route, it shall be filled in the same manner as a regular route from among the eligible District drivers.

E. Use of Video Cameras on School Buses

1. All Drivers shall be notified of the use of and receive required training on all video cameras located in the District owned school buses.
2. These cameras shall be used to videotape the interior cabin of the bus to monitor and record the behavior of the students on the bus. The video cameras also record the speed of the bus, each use of brakes and amber and red lights. On occasion the driver will be videotaped when he/she is out of the driver's seat. These recorded video tapes shall be considered District property and treated as such.
3. This equipment shall be used to monitor student behavior and, when a concern arises, information on the tape may be used to improve driver performance. If, in viewing the tape for a student's discipline, the driver is observed demonstrating unsafe procedures or a violation of the law, the tape shall be used as a tool to remedy the procedure with additional training. If a blatant violation of the law has been observed, the videotape could become part of the discipline process.
4. The drivers shall have the right to view these tapes in the presence of their immediate supervisor, the Director of Transportation. If, after the initial

viewing of the tape, there is a driver training issue, the Director could request the District's driver trainer to view the tape. If the findings on these tapes could lead to discipline procedures, they may not be shared with other transportation personnel without the express authorization of the driver of the bus in which the tape was recorded.

ARTICLE 8: HEALTH AND WELFARE

- A. The Association recognizes that health and welfare benefits are primarily selected by the District Administration for the benefit of full-time employees. The Association also recognizes that health and welfare benefits are a part of total employee compensation.
 - 1. Benefits currently available to married employees will be accorded to employees who are duly registered as domestic partners with the City of Petaluma or with the State of California.
- B. The District contribution for all health and welfare plans shall be determined through negotiations between the District Administration and CSEA and its Chapter #212. Changes in the healthcare administrator(s) (i.e. RESIG, SISC, CVT, CalPERS, etc.) shall be subject to negotiations between the parties.
- C. All District contracts for the employee health and welfare insurance shall be written by California licensed insurance companies or foundations.
- D. Health. Dental. and Vision Insurance
 - 1. Effective October 1, 2022 the District paid cap for full-time employees shall be \$1,130.13 for Health plans, \$144.50 for Dental insurance, and \$29 for Vision insurance.
 - 2. The coverage year for all health and welfare benefits is understood to be from October 1 to September 30. Any less than twelve (12) month employee in a continuing employment relationship with the District shall receive the benefit of District health and welfare premium payment, if such has been a part of the current Agreement, in anticipation of his/her employment commencing with the resumption of services for the ensuing educational year. Such employee, who because of a continuing employment relationship with the District, has received benefit of District premium payments during the summer month(s) and subsequently resigns, or otherwise vacates his/her position with the District, shall be financially liable to repay the District for any and all premium benefit payments made during the non-working period.

3. All unit members shall have the same health and welfare premiums paid by the District as twelve (12) month employees working the same number of hours per day.
4. Authorized deductions shall be withheld by the District from monthly salary payments. The exact pro-rata payment will be determined by the number of working hours per day regularly assigned a given employee.
5. Bus Drivers and the Stand-by Driver/Mechanic's Helper who work at least four (4) hours per day will be entitled to health, dental, and vision benefits at the same percentage as a full-time employee, effective July 1, 2001. This includes life insurance, effective July 1, 2014.
6. The District will pay the following percentages of the health plan cap for the above-mentioned health plans:

<u>Daily Hours Assigned</u>	<u>District Percentage Payment</u>
Over four hours to and including six hours	75%
Over six hours - participation is required	100%

7. Unit members who work four (4) hours or less are not eligible to participate in a health plan, however they can choose to participate in the dental or vision plans. Unit members working four (4) hours or less and who currently participate in a health plan will be grandfathered in and can continue to be covered at their current District paid percentage as long as their work hours remain equal to or greater than their hours as of May 1, 2007.
 - a. If a grandfathered unit member elects not to continue to participate in the health plan they will not be eligible to rejoin a health plan unless their work hours exceed four (4) hours per day.
 - b. If a grandfathered unit member has a voluntary reduction in work hours, which would reduce their District percentage level, they would become ineligible to continue on the health plan effective the end of the month in which the reduction occurs.
 - c. If a grandfathered unit member has an involuntary reduction in work hours, which would reduce their District percentage level, the effects of this reduction would be negotiated by the Association and the District.
8. Unit members who are employed for more than six (6) hours per day are required to participate in a health plan. Participation in the dental and vision plans is optional and not a requirement.

9. The District will pay the following percentages for the above-mentioned cap for the dental plan and the premium for the vision plan:

<u>Daily Hours Assigned</u>	<u>District Percentage Payment</u>
One hour to and including two hours	25%
Over two hours to and including four hours	50%
Over four hours to and including six hours	75%
Over six hours	100%

10. If a unit member holds an additional position represented by another employee group (PFT, PFAE, PLA, or PCE), their combined total regular work hours will be used to determine their District percentage payment for health and welfare benefits.

E. Life Insurance

1. Employees who work a minimum average of thirty (30) hours per week for seventy-five (75) percent of the school year shall be eligible for the District's approved Life Insurance Program.
2. Effective July 1, 1998, the District shall pay up to \$5.55 per month toward life insurance premiums (currently \$37,000) for the terms of this Agreement for employees working a minimum average of thirty (30) hours per week for seventy-five (75) percent of the school year who elect to accept the District-approved program and who authorize deduction of any additional premium from their salaries. Authorized deduction shall be withheld by the District from monthly salary payments.
3. The policy reduces to \$15,000 when an active unit member reaches age 70.

F. Continuation of Benefits

1. Employees on approved leave, who were covered under the program at the start of their leave time shall continue to be eligible for coverage as long as they remain in a paid status. Employees on approved, but unpaid, leave who were covered under the health and welfare program at the start of their leave time shall continue to be eligible for all coverage as long as they pay their own premiums if the individual policies so provide.
2. When an employee of the bargaining unit has exhausted all available paid leave as provided in this contract, and is still unable to return to work as determined by his/her physician, the employee shall continue to receive District-paid health and welfare benefits for two calendar months or longer, if approved by the Board.

- G. The parties further agree that should the District Administration choose to make available additional health plans to the members of any bargaining unit, the same shall be made available to the members of the classified bargaining unit.

ARTICLE 9: LEAVES

A. General

1. A leave is an authorized absence of an employee from duty due to one of the following categories:

Vacation

Wellness Day

Sick Leave

Personal Necessity Leave

Pregnancy Disability Leave

Maternity Leave

Child Bonding Leave

Child Rearing Leave

Industrial Accident and Illness Leave

Paid Family Leave

Family Care and Medical Leave

Bereavement Leave

Jury Duty

Legal Duties Leave

Military Leave

Emergency Leave

Personal Reasons Leave

2. Provisions regarding the method of application for processing, and consideration of, all manners of leaves shall remain the express responsibility of the District Administration.
3. All absences from regularly assigned duties shall be approved by the Board of Education or the Superintendent, or his/her designee. All absences shall be approved in advance, unless otherwise specified in this Agreement.
4. Except in verifiable extreme emergencies which preclude communication with the District Administration, absences taken without approval shall be considered as absences without leave. Employees taking absences without leave shall be subject to disciplinary action and loss of pay. Unauthorized absences of three (3) or more consecutive days shall be considered as abandonment of the employment and the employee shall be subject to disciplinary action including dismissal.

5. In the case of any absence, which is based upon illness, injury, quarantine, etc., the District Administration may require verification from a physician of the fitness of the employee to return to service. Normally, the verification provided in Section D. 5., if requested, shall suffice for this purpose.

B. Vacation

1. The District Administration shall grant to each regular employee an annual vacation at the regular rate of pay earned at the time the vacation is commenced.
2. Vacation credit shall be accrued on the following basis:
 - a. For employees regularly employed five (5) days per week, eight (8) hours per day, for 12-months, the vacation credit shall accumulate at the following rate:

13 days per year
 - b. Employees in this category who have been employed by the District five (5) or more complete and consecutive years shall have their entitlement increased to:

18 days per year
 - c. Employees in this category who have been employed by the District ten (10) or more complete and consecutive years shall have their entitlement increased to:

19 days per year
 - d. All other employees will receive a prorated amount based on the above entitlement, dependent on the relationship of their hours worked per day, day per week, and months per year to five (5) days per week, eight (8) hours per day, for 12-months.
3. Vacation may be scheduled for any time during the school year. Vacation shall be scheduled at a time mutually agreeable to the unit member and their direct supervisor. The unit member will make every effort to notify their direct supervisor thirty (30) days in advance, but with no less than a minimum fifteen (15) days notice. The direct supervisor will make every effort to approve or deny vacation leave within two (2) days, but no more than five (5) days from date request received and will notify the unit member in writing upon the decision. Vacation shall not be arbitrarily or capriciously denied.
4. Effective July 1, 2012 employees who are less than ten (10) months shall have their vacation leave paid off on their regular monthly paychecks. See Article 6 D to determine which positions are less than ten (10) months.

5. Employees may submit a vacation calendar to Payroll at the beginning of the school year if they choose.
6. Employees who work ten (10) months or more may carry over one year's entitlement of vacation leave. Those employees that have previously accumulated vacation leave in excess of one year will use a minimum of ten (10) days per year of accumulated vacation until it has been exhausted. Employees are to use ten (10) days of accumulated vacation plus the current year's entitlement in a school year.
To avoid an undue accumulation of earned vacation leave, the District Administration reserves the right to place an employee on vacation status with one week's notice or to pay out employees for excess vacation hours, by June 30.
7. Earned vacation shall not become a vested right until completion of the initial six (6) consecutive months of employment.
8. Permanent employees may be granted vacation during the school year even though not earned at the time the vacation is taken.
9. If an employee terminates and has been granted vacation which he/she has not yet earned, the District Administration shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation taken.
10. Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation. Employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.
11. If an employee's vacation becomes due during a period when on leave due to illness or injury, the employee may request that the vacation date be changed and the District Administration, subject to mutual agreement, shall grant the request in accordance with vacation dates available at that time.
12. If an employee (while on vacation) becomes ill and supplies supporting information or requires hospitalization or is eligible for a bereavement leave, these days may be charged to the appropriate leave and the vacation leave will be credited to the employee's account.
13. Holidays are not counted as vacation days.
14. If there is a conflict between the requested vacation periods of two or more employees, the District Administration shall endeavor to give priority to the employee with the greatest District seniority.

15. It is agreed and understood that up to ten (10) days of vacation leave may be used at any time during the school year while school is in session and a substitute may be obtained. This agreement covers all clerical and secretarial personnel at school sites.
16. Secretarial and clerical staff shall consider using their vacation time over breaks and then up to ten (10) days when school is in session, A substitute may be obtained, when school is in session.
17. Custodial staff shall make every effort to work during school breaks, but are not prohibited from taking vacation over school breaks if the time is mutually agreeable to the unit member and the District.

C. Wellness Day

1. Any employee who does not use any sick leave days or leave without pay during a fiscal year shall receive a paid day off in addition to other vacation or holidays provided in this agreement. The paid day off shall be in the form of a floating holiday known as a "Wellness Day". Sick leave usage under this provision shall include personal necessity leave.
2. The Wellness Day may be taken at the discretion of the employee, with the approval of the immediate supervisor. The employee must notify his/her immediate supervisor at least 30 calendar days in advance of the date they wish to use the day. The supervisor shall grant or deny the request to ensure that the day selected will not adversely affect the operations of the District. The supervisor will notify the employee as soon as possible, but not later than five (5) calendar days from the date of the employee's request.
3. Supervisors shall make every effort to grant employee's requests to use the Wellness Day. In the event the employee's request is denied, a mutually agreeable date for use of the Wellness Day shall be scheduled.
4. The Wellness Day must be taken in the 12-month period following the end of the school year in which no sick leave days were used.

D. Sick Leave

1. Sick leave is the authorized absence from duty of an employee because of illness, injury, quarantine, or medical/dental appointments.
2. Regular employees employed for the entire fiscal year are entitled to twelve (12) days of sick leave.
3. Regular employees employed for less than the entire fiscal year are entitled to that portion of twelve (12) days leave of absence for illness, injury, or quarantine as the number of months worked bears to twelve (12).

4. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day.
5. It is the responsibility of the employee to provide proof, upon request, of illness or injury or quarantine. A written statement shall be filed by the employee to the effect that he/she was ill, injured, or quarantined and stating the general nature of the illness, injury, or quarantine.

Sick leave may be used for illness of the employee's child, parent, or spouse, up to the amount of sick leave that would be accrued during six months.

If requested by the Superintendent, or his/her designee, the following proof of illness, injury, or quarantine shall be furnished:

- a. A doctor's verification of illness, injury, or quarantine shall be filed with the Superintendent, or his/her designee, stating that the employee could not or should not perform his/her normal duties.
 - b. A written statement shall be filed by the employee to the effect that he/she is a member of a religious sect, denomination, or organization, and that he/she was ill, injured, or quarantined, and that he/she was treated by the practice of his/her religion. This statement shall be accompanied by a statement from the religious practitioner.
 - c. If the absence exceeds five (5) days, or if the District Administration feels that there is a pattern of apparent abuse of sick leave, the District Administration may require verification of the illness, injury, or quarantine by a physician of its choice. The employee shall authorize the examining doctor to release the results of such examination to the District Administration. This required verification shall be at District Administration expense.
6. Credit for leave of absence need not be accrued prior to taking such leave and such leave may be taken at any time during the year. A new employee of the District shall not be eligible to take more than six (6) days or the proportionate amount to which he/she may be entitled until the first day of the calendar month after completion of six (6) months of active service with the District. During the first six (6) months, the employee may take with pay no more than the days earned at the rate of one (1) day per month.
 - a. If an employee takes sick leave in excess of what has actually been earned and his/her employment is terminated for any reason, pay for the days taken in advance shall be deducted from the final pay warrant.

- b. If an employee does not take the full amount of leave allowed during the year, the amount not taken shall be accumulated from year to year.
7. Any classified employee of any school district who has been an employee of that district for a period of one (1) calendar year or more and whose employment is terminated for reasons other than action initiated by the employer for cause, and who subsequently accepts employment as a classified employee of the Petaluma School Districts within one (1) year of the termination of his/her former employment, he/she shall have transferred with him/her to this District the total amount of leave of absence for illness, injury, or quarantine to which he/she is entitled under the Education Code.
8. It shall be the responsibility of the District Administration to communicate to unit members regarding the method by which they are to contact the District when they will be unable to report to work and when they will be able to return. It shall be the responsibility of unit members, except in verifiable emergency situations to notify the District within the time limits specified.
9. If an employee fails to give notice within the time specified of the intention to return to work and a substitute appears for the day's work as a result of failure to receive such notice, the substitute shall receive a full shift substitute pay and either an additional sick leave day or a vacation leave day shall be deducted from the employee.

In cases where neither regular sick leave days nor vacation leave entitlement are available for deduction, the day's salary for the substitute (not to exceed the actual salary of the employee) shall be deducted.

10. A sick leave day, once commenced, may not be reinstated as a working day unless approved by the Leadership Team member designated by the Superintendent.
11. Medical appointments for a portion of the workday may be taken as sick leave.
12. In the case of a permanent employee who has exhausted all entitlement to sick leave, vacation, compensatory time off or other available paid leave and who is absent because of non-industrial accident or illness, he/she may be granted additional leave by action of the Board of Education or their designee. The employee shall retain their right to have their request reviewed by the Board of Education.

A decision on one case shall not be considered as setting a precedent for succeeding instances.

The additional leave granted by the Board of Education may be paid or unpaid. Such leave will not exceed six (6) months. The Board of Education retains all other options and procedures in this process as outlined in Education Code Section 45195.

13. After an employee has exhausted all sick leave, vacation, and compensating time, the employee will receive differential pay, based on their pay minus the sum which is actually paid to a substitute employee to fill the position, for the remaining portion of the five month differential leave.

E. Personal Necessity Leave

1. Accumulated sick leave may be used for absences created by personal necessity, not to exceed ten (10) days in any school year.
2. Personal Necessity Leave is for instances of personal or professional need, not for recreational purposes, vacation travel, or that which is related to activity for which the unit member may receive additional remuneration.
3. Employees may use Personal Necessity Leave to comply with a subpoena or other court order to appear as a witness, including but not limited to cases in which the employee is a victim of a crime. School related court orders or subpoenas would be considered school business leave.
4. Employees may use Personal Necessity Leave to obtain or attempt to obtain a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or his/her child when the employee is a victim of domestic violence.
5. Prior to taking time off for a court appearance, an employee shall give reasonable notice to his/her supervisor unless an unscheduled or emergency court appearance is required for the health, safety or welfare of an employee who is a domestic violence victim or his/her child. When an unscheduled or emergency court appearance is required, the employee shall provide, within a reasonable time after the appearance, evidence from the court or prosecuting attorney that he/she has appeared in court.
6. Notices, summons and subpoenas for court appearances shall be submitted to the District office, within a reasonable time, when requesting leave.
7. Except in emergency situations, employees who intend to take personal necessity leave shall notify the Principal or the Leadership Team member designated by the Superintendent in writing no later than noon on the previous school day.

F. Pregnancy Disability Leave

1. Employees who are not on leave and are in the current employ of the District are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.
2. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District Administration may require a verification of the extent of disability through a physical examination of the employee, at District Administration expense, by a physician appointed by the District Administration.
3. The physician's statement of the expected date of confinement shall be submitted to the Human Resources Office no later than the end of the fourth (4th) month of pregnancy.

G. Maternity Leave

1. Classified employees of the District shall be granted a leave for maternity purpose upon written application to the Superintendent, or his/her designee, through the Leadership Team member designated by the Superintendent. The beginning and ending dates of the leave shall be determined by the Superintendent, or his/her designee, on the basis of the employee's physical condition as certified by her physician.

H. Child Bonding Leave

1. Unit members employed by the District may be granted a leave for child bonding reasons. Such leave allows bonding time with a new child and shall be completed within one year of the child's birth or arrival. Leave in this section and sick leave are separate and distinct.
2. This leave shall be granted in accordance with the provisions of the Education Code and other applicable law subject to the following conditions:
 - a. Effective January 1, 2017, eligible unit members may request and be approved for up to 12 school weeks of leave for child bonding. During this approved leave the employee must use all remaining sick leave. If the employee chooses, he/she may retain up to a maximum of five days of sick leave.

- b. After the sick leave is used, the employee will receive differential pay, based on the employee's pay minus what is paid to a substitute only when a substitute is actually hired. No unit member will receive both regular and differential pay.
 - 1). The District will implement no less than the terms and conditions of Education Code Section 45196.1 and Government Code Section 12945.2 and further interpretations of these laws will apply.
 - 2). If both parents are employees of the District, total entitlement for leave shall cumulatively not exceed 12 weeks between the two employees.
 - 3). Eligibility for this leave shall be in accordance with the above noted statutes and applicable regulations.
 - 4). An employee requesting such leave must make the request to Human Resources at least (eight) 8 weeks before the anticipated commencement of such leave. Human Resources must be notified once the child is born or placed. In the case of some adoptions or foster child placements where the exact time frame may not be known, the employee will notify the site supervisor and Human Resources department of the possible need for leave and potential time frames as much in advance as possible.
 - 5). Intermittent use of such leave is subject to applicable law and regulations.
- c. Beyond the year in which child bonding leave commences, a unit member may request a personal reasons leave, without pay, up to an additional year. Upon return from such leave, the unit member will, whenever possible, resume his/her duties in the same or comparable position held prior to such leave.
- d. Absence due to illness or injury resulting from pregnancy and/or childbirth shall be covered by pregnancy disability leave in accordance with the Education Code.

I. Child Rearing Leave

- 1. Child Rearing Leave, without pay or other benefits, may be granted to a bargaining unit member. The unit member may continue any health and welfare benefits at their own expense during this leave.

2. The employee shall request such leave as soon as practicable, but under no circumstances less than thirty (30) work days prior to the date of which the leave is to begin. Such request shall be in writing and shall include a statement as to the date the employee wishes to begin and end the leave without pay.
3. Following the birth of a child, a classified employee may apply for child-rearing leave for a period of six (6) months with the option to renew for an additional six (6) months.
4. The bargaining unit member is not entitled to the use of any accrued sick leave or other paid leave when on leave for child rearing.
5. Unit members shall not suffer a diminution of employment status due to being on Child Rearing Leave.

J. Industrial Accident and Illness Leave

1. An employee who is required to be absent due to injury or illness who is found by Workers' Compensation laws to be injured as a result of his/her employment shall be subject to the following provisions:
 - a. Leave of absence shall be granted, at full pay, for sixty (60) working days in any one fiscal year for the same accident. Such leave shall not be accumulative from year to year. Industrial accident and illness leave shall commence on the first day of absence and when the sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only the unused amount remaining at the end of the fiscal year in which the illness or injury occurred for the same illness or injury.
 - b. Payment for wages lost on any one day shall not, when added to an award granted the employee under worker's compensation, exceed the normal wage for the day as a member of the bargaining unit. During all paid leaves of absence, whether industrial accident, sick leave, vacation leave, or compensated time off, the employee shall endorse to the District wage loss benefit checks received under worker's compensation. The District, in turn, shall issue the employee appropriate warrants for payment of wages and shall deduct normal retirement and other authorized contributions and deductions.
 - c. Industrial accident and illness leave shall be used in lieu of sick leave until such leave has been exhausted. When entitlement to industrial accident and illness leave has been exhausted, accumulated sick leave shall then be used for the remaining portion of the five-month

differential leave. If an employee is receiving worker's compensation, he/she shall be entitled to use only so much of his/her accumulated sick leave, compensating time off, or vacation leave which, when added to the worker's compensation, will provide for a full day's salary as a member of the bargaining unit.

- d. Periods of leave of absence due to industrial illness or illness, paid or unpaid, shall not be considered to be a break in service of the employee.
- e. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume his/her duties, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months and, when available, be employed in a vacant position comparable to his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.
- f. If an employee on the reemployment list is given an offer of reemployment to a comparable position; i.e., same classification and at least the same number of hours, and declines such a position, the employee will be taken off the reemployment list and their relationship with the District will be terminated.
- g. An employee who has been medically released to return to duty and who fails to accept an appropriate assignment shall be dismissed.

K. Paid Family Leave

1. The District Administration may grant Personal leaves to covered employees under the California Paid Family Leave (PFL) Insurance Program. Employees are required to use up to two (2) weeks of earned Vacation time before the start of the Personal leave.
2. PFL is a component of the State Disability Insurance Program (SDI) administered by the State Employment Development Department (EDD). Actual benefits, if any, are determined solely by EDD.
3. The District shall maintain group health insurance coverage for an employee on PFL on the same terms as if the employee continued to work for a period of up to six weeks.
4. PFL provides up to six weeks (42 days), within a 12-month period, of benefits for eligible employees who request time off work to care for a seriously ill child, spouse, parent, domestic partner, or to bond with a new minor child.

Beginning on July 1, 2014, PFL will include time off to care for a seriously ill grandparent, grandchild, sibling, or parent-in-law.

5. PFL benefits run concurrently with any benefits to which an employee may be eligible under Maternity Leave, Child Rearing Leave, Parental Leave, Adoptive Leave, and Family Care Leave.
6. Upon the conclusion of the PFL, the District shall return the employee to his/her former position, or in the absence of same, to a similar position if one exists. Employees on PFL shall return to work with no loss of seniority.

L. Family Care and Medical Leave

The District Administration will grant leaves to qualified employees under the Family and Medical Leave Act of 1993 and the California Family Rights Act (see Administration Regulation 4261.8).

M. Catastrophic Leave Bank

1. A catastrophic sick leave bank shall be set up by the District Administration for members of the bargaining unit who have a major illness or injury and who are out of sick leave. There shall be a panel of two District Administrators and two CSEA members, appointed by the CSEA Executive Committee to determine who is eligible for the leave. A committee of District Administrators and the CSEA Executive Committee shall meet and develop criteria for the granting of the catastrophic leave.
2. The bank shall be funded in the following manner:
 - a. The District Administration shall on July 1st of each year, deposit twenty-five (25) days equaling two-hundred (200) hours into the bank.
 - b. When there is an additional need for deposits, the bargaining unit members who have a reserve of over twenty (20) days may deposit up to two (2) days of their accumulated sick leave in the bank.
3. Deposits to the bank shall be by days, but shall be accounted for by hours. Withdrawals shall be by hours.

N. Bereavement Leave

1. Bereavement leave, without loss in pay or deduction from accumulated sick leave, shall be granted and used within six (6) months of death, not to exceed three (3) days, or five (5) days if travel to a point more than 150 miles distance is required, for critical illness or death in the immediate family. The immediate family means mother, father, step mother, step father, mother-in-law, father-in-law, grandmother, step grandmother, grandfather,

step grandfather, or grandchild of the employee or of the spouse or domestic partner of the employee and the spouse, domestic partner, son, step son, son-in-law, daughter, step daughter, daughter-in-law, brother, step brother, brother-in-law, sister, step sister, sister-in-law of the employee or any person living in the immediate household of the employee.

2. If bereavement leave is granted for the critical illness of a member of the immediate family and that family member dies within the same fiscal year in which the illness occurred, the unit member will be entitled to use the three (3) days or five (5) days to which they would be entitled for that family member's bereavement, less the days they had used for the critical illness.

O. Jury Duty

1. Any employee called for jury duty in the manner provided for by law shall be granted a leave of absence without loss of pay. When an employee whose regular shift commences at 2:00 p.m. or after is called to serve less than a full day on jury duty, that employee shall be excused from regular duties on those days for a like number of hours as that actually spent in response to the jury duty summons, including time necessary for transportation.
2. An employee who received a jury duty summons shall submit a copy of the summons to his/her supervisor. At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner's Office specifying the dates and times served by the employee. This shall be attached to the appropriate District form. Payment shall be made to the District in the amount of statutory fees which the employee has received for attendance as a juror, excluding the statutory mileage fee.
3. When the absence of a unit member will result in a hardship for the District, the District may appeal to the Court to have the unit member excused from jury duty.
4. Notices, summons, and subpoenas for court appearances shall be submitted to the District office, within a reasonable time, when requesting leave.

P. Legal Duties Leave

1. Employees shall be granted leaves to appear in court as witnesses other than litigants or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such employees shall receive pay up to the amount of the difference between the employee's regular earnings and any amount received for witness fees.

2. Notices, summons and subpoenas for court appearances shall be submitted to the District office, within a reasonable time, when requesting leave.

Q. Military Leave

1. Employees shall be entitled to such leaves of absence and other benefits as are provided by law.

R. Emergency Leave

1. When, despite the best effort of a unit member to report to work, it proves to be impossible due to a disaster, and when the area the unit member would have had to travel through is subsequently declared a disaster area by the Governor of the State or the President of the United States, the unit member shall not suffer a loss of salary or leave time for the time lost from work.

S. Personal Reasons Leave

1. Leaves of absence without pay may be granted by the District Administration provided such leave does not seriously inconvenience the District.
2. Except in cases of verifiable emergency, the request for personal reasons leave shall be made in sufficient time for consideration and approval, as well as that reasonably necessary to secure a substitute or suitable replacement for the employee.
3. Leaves of up to ten (10) working days may be granted permanent employees. There shall be a full salary deduction for such leave.
4. After three (3) years of continuous satisfactory service of half time or more, an employee is eligible to request of the District Administration a leave of absence for reasons not listed herein for a period of not more than one (1) year. No salary or employee benefits shall be paid for this leave. The unit member may continue any health and welfare benefits at their own expense during this leave.
5. An employee on leave must advise the District by March 15, in writing, of their intent to return to their full position effective July 1 of the new school year; otherwise the employee will be presumed to have resigned his/her position. The unit member on leave shall receive a written reminder from the District no less than thirty (30) days prior to the March 15 deadline.

ARTICLE 10: TRANSFER

A. Transfer

1. A transfer is a change in a unit member's work site. The employee maintains the same job and the same salary.
2. In the case of a transfer, the following factors will apply when a new position is created or an existing position becomes vacant:
 - a. The District Administration will notify the Association President and each work site in time to provide a minimum ten (10) day posting period so that unit members may be fully aware of the transfer opportunity.
 - b. When a unit member applies for transfer consideration within the ten (10) day posting period, the District Administration will interview those unit members who meet the minimum qualifications for the position alongside outside applicants.
 - c. Unit members that are not selected for transfer may, upon request, meet with the appropriate administrator who shall critique their interview and offer constructive counseling on how to improve their chance for success in the future.

B. Administrative Transfer

Except in the case of an emergency, it shall be the policy of the District Administration to give five (5) days advance notice in cases of involuntary transfer.

C. Promotion

1. A promotion is a change in job status such that the unit member moves up to a higher level on the salary schedule.
2. In the case of a promotion the following factors will apply when a new position is created or when an existing position becomes vacant:
 - a. The District Administration will notify the Association President and each work site in time to provide a minimum ten (10) day posting period so that unit members may be fully aware of the promotion opportunity.
 - b. When a unit member applies for promotion consideration within the ten (10) day posting period, the District Administration will interview those unit members who meet the minimum qualifications for the position alongside outside applicants.

- c. Unit members that are not selected for promotion may, upon request, meet with the appropriate administrator who shall critique their interview and offer constructive counseling on how to improve their chance for success in the future.
- d. Employees desiring transfer or promotion shall submit the appropriate form to the Human Resources Division. Forms shall be considered active during the school year when filed and through the summer months prior to the start of the next school year. It shall be the responsibility of the employee to provide the Human Resources Division with the current address to which vacancy notices should be sent. It shall be the responsibility of the unit member to submit an Advancement or Transfer form to the Human Resources Division prior to the end of the school year if they want to be considered for a vacancy that may open during the summer months.
- e. The District hiring protocol, Administrative Regulation 4111 (Recruitment and Selection), will be used by the selection hiring committee in all cases.

ARTICLE 11: SAFETY CONDITIONS

- A. It is the desire and responsibility of the District to provide a safe and healthy workplace and working conditions for all staff members. To this end, members of the bargaining unit are required to promptly report unsafe working conditions to the Leadership Team member designated by the Superintendent immediately upon the identification of said conditions. This obligation is based upon the desire of Administration and the Association to ensure safe working conditions for employees and the appreciation for reports and/or suggestions pursuant to this joint goal. Having received such reports of unsafe working conditions, it shall be the responsibility of District Administration to promptly investigate and, where appropriate, proceed with plans by which the unsafe condition will be remedied.
- B. For purposes of this article, the immediate supervisor in the elementary schools shall be the school principal. In the case of secondary schools, as well as the various offices and regular work sites, the immediate supervisor shall be the Leadership Team member designated by the Superintendent in charge of the office or work site. Such designation shall be made known to employees.
- C. When the Superintendent or his/her designee determines that working conditions and/or items of equipment are hazardous to life, health, or limb, employees directly affected will be assigned other duties. Should the employee disagree with the above determination, he/she may file a grievance.

- D. When the Superintendent, or his/her designee, determines that specific job assignments reasonably require safety equipment and/or apparel, the District Administration shall furnish such items.

ARTICLE 12: TRAINING

The President of the CSEA Petaluma Chapter #212 shall appoint a committee to coordinate staff development with the District. Staff development shall be subject to the collective bargaining process.

ARTICLE 13: PROFESSIONAL GROWTH

- A. Unit members who wish to increase their efficiency and effectiveness on the job are encouraged to undertake appropriate courses and/or inservice experiences for this purpose. Credit for professional growth shall be granted under the following conditions.
1. Prior approval must be obtained from the Leadership Team Member designated by the Superintendent.
 2. Prior approval must also be obtained from the Chapter President as well as the Assistant Superintendent of Human Resources.
 3. Pre-approval of the Chapter President as well as the Assistant Superintendent of Human Resources may be given for:
 - a. Coursework:
 - College and Community College Courses
 - Adult Education Courses
 - Correspondence Courses
 - Trade Schools (including Business Colleges)
 - b. Individual Research (within a program meeting established criteria)
 - c. District In-Service Workshops/District-wide Staff Development
 - d. Special Activities:
 - Lecture Series Institutes
 - Educational Conferences
 - Workshops
 4. District professional growth credit shall not be considered appropriate except as the projected coursework can reasonably be expected to contribute to the efficiency and effectiveness of the unit member in his/her present assignment and in other areas of the classified service to prepare for

promotional or transfer opportunities. In that context, coursework deemed to be appropriate would include one or more of the following:

- a. Communication skills (speech, writing, English, bilingual ability, and other job-related skills)
 - b. Interpersonal relations skills (psychology, sociology, operation of an organization, and other job-related skills)
 - c. Technical skills (typing, computer skills, carpentry, gardening, and other job-related skills)
5. After gaining pre-approval as noted, the unit member will undertake the professional growth experience. Upon successful completion of such experience, the unit member will apply for final approval and credit recommendation as noted above with appropriate documentation. Successful completion will be a grade of "C" or better in those cases where a grade is given, or a "pass" if on a pass/fail system. Necessary forms will be supplied by the District.
- a. A unit of professional growth shall be defined as ten (10) hours of actual instruction. A college semester unit shall count as thirty (30) hours of instruction or three (3) professional growth units. Unit members shall be entitled to receive credit for up to nine (9) units per year and a maximum of twenty-seven (27) units in the professional growth program.
 - b. Unit members shall be entitled to one (1) additional day of vacation per year, effective July 1 of the ensuing school year, for each nine units that are successfully completed.
 - c. As an alternative to an additional day of vacation for each nine (9) units successfully completed, the unit member may elect to be paid a stipend of \$135 per year. This stipend shall be prorated as the number of hours a unit member works per week bears to forty (40). The stipend shall be paid to the unit member over the course of their work year and shall be considered a part of their regular pay.
6. All professional growth experiences submitted for credit must be accomplished on the unit member's own time and at the unit member's own expense.

ARTICLE 14: PROCEDURES FOR EVALUATION

- A. All original appointments of employees shall be to a probationary period of 130 days of paid service. The end of the probationary period will be provided in writing to the

employee at their time of hire, with a copy given to their supervisor. A probationary employee may be demoted, suspended, or dismissed at any time during the probationary period and such action shall not entitle the employee to a hearing before the Board of Education. An employee who serves the required period in a satisfactory manner shall be classified as a permanent employee and shall be subject to disciplinary action for cause only.

1. An employee who is promoted is in this probationary status insofar as being subject to suspension, demotion, or dismissal during this period of time. Before the District Administration decides to extend the probation of an employee who is on probationary status due to a promotion, Human Resources will notify the CSEA Chapter President. A permanent employee who is serving a probationary period as a result of a promotion, and who is found unsatisfactory in the higher position, shall be reinstated in permanent status in his/her former position unless there is cause for dismissal as provided for in Board of Education policy and/or District regulations and not in conflict with the law.
2. The District Administration shall establish and maintain a continuing program of employee performance evaluation. The program shall include provisions for preparation of written evaluations by the appropriate Leadership Team member designated by the Superintendent and a conference for the purpose of making the results of such evaluations known to the employee. The purpose of the performance evaluation is to provide the employee with feedback on his/her performance.
3. Association and Administration representatives agree that the evaluation procedure should be taken with all seriousness as an important component of jointly rendering the finest possible service to Petaluma students. It is agreed that a brief conference should be scheduled between the Leadership Team member designated by the Superintendent and the unit member in order to discuss the written evaluation. It shall be the responsibility of the Superintendent or his/her designee to advise Leadership Team representatives of this positive and mutually beneficial process.
4. At the conference, a copy of the evaluation shall be presented to the employee. The employee will be asked to sign the evaluation simply signifying that he/she has seen it. The employee may add additional comments, either on the evaluation form or on a separate piece of paper, which will be part of that evaluation for personnel file purposes. If such additional comments are submitted to the Leadership Team member designated by the Superintendent within a five-day period, they will be appended to the evaluation prior to initial filing in the Human Resources Division. If such additional comments are submitted after the five-day period, they should be forwarded directly to the

Superintendent's designee in the Human Resources Division where they will be appended to the original evaluation.

5. It is the desire of the District Administration that no evaluation of any employee be filed without an opportunity for discussion between the employee and the evaluator. When a unit member has been rated as unsatisfactory, and follow-up meetings are scheduled in order to discuss his/her progress since the unsatisfactory evaluation, sufficient notice shall be made so that the unit member may request a CSEA representative or other bargaining unit member to be present at such meeting. When a conference is scheduled in order to discuss an unsatisfactory evaluation, or the follow-up thereto, it shall be the responsibility of the Leadership Team member designated by the Superintendent to inform the unit member that he/she may request such representation.
 6. Negative evaluations shall include recommendations for improving areas of performance cited as less than satisfactory. A follow-up meeting will be scheduled in approximately thirty (30) days in order to discuss the unit member's progress following such evaluation.
- B. A unit member may be given a Notice of Concern when the Leadership Team Member designated by the Superintendent believes he/she is not performing satisfactorily. Such notice shall include specific reason(s) for concern and specific written recommendation(s) for improvement. The unit member shall be informed if the Notice of Concern will be placed in his/her personnel file and that he/she has ten (10) days to append a response.
- C. The continued employment of permanent employees is contingent upon satisfactory performance of assigned duties and personal fitness. A permanent employee may be demoted, suspended, or dismissed for cause. The parties acknowledge a mutual interest in maintaining a workforce of the highest quality.

ARTICLE 15: DISCIPLINE AND DISMISSAL

A. Disciplinary Action - Definitions

The following disciplinary actions may be taken by the District against a permanent employee for cause as set forth in Section B.

1. Dismissal - Removal from the employment of the District.
2. Suspension - Temporary removal from the employment of the District for a specified period of time.

3. Involuntary Demotion - Placement in a lower classification as a result of disciplinary action.
4. Involuntary Transfer - Placement at a different site as a result of disciplinary action.

B. Cause

A permanent employee may have disciplinary action taken against him/her only for cause, including but not limited to the following:

1. Neglect of duty
2. Incompetence
3. Violation of rules and regulations
4. Insubordination
5. Dishonesty while on duty
6. Unfit for duty due to the use of any alcoholic beverage, non-prescribed drug or controlled substance, including prescribed drugs if abused, while arriving or on duty, at any District workplace.
7. Immoral conduct
8. Illegal use of narcotics
9. Conviction of a sex offense as defined in Education Code Section 44010, conviction of narcotics offense in Section 44011, or conviction as a sexual psychopath in Article I, Chapter I, Part 1.5, Division 6 of the Health and Welfare Code
10. Chronic, unexcused tardiness
11. Unauthorized absences from work
12. Chronic inability to work harmoniously with others while on duty
13. Discourteous treatment of the public, fellow employees or students
14. Willful damage to District property or willful waste of public supplies or equipment
15. Disorderly conduct
16. Failure to maintain licenses or certificates required by law for the job
17. Abuse of sick leave
18. Failure to disclose material facts on application forms or employment records concerning material matters
19. Willful violation of the State law(s) while on duty
20. Ongoing actions which disrupt the functioning of the District.

C. Time Limitations

If disciplinary action is initiated against a permanent employee, the specific charge(s) shall not include any cause which arose prior to the employee becoming permanent,

nor for any cause which arose more than two years preceding the filing of the Notice of Disciplinary Action.

D. Procedures

Progressive steps shall be utilized in handling discipline where appropriate. The discipline shall be commensurate with the offense. The following actions will be followed in order, unless the seriousness of the offense warrants a higher level of discipline:

1. Informal verbal warning conference and written notice
2. Written reprimand
3. Discipline less than demotion or dismissal by Human Resources Administrator
4. Discipline to the Board (up to and including dismissal)

E. Step 1: Informal Verbal Warning Conference and Written Notice

1. Before an employee receives a written reprimand, the employee is counseled about expected conduct and performance through discussion with the supervisor and a review of the job description, the specific responsibilities assigned, and any employee action or omission which falls under cause for possible disciplinary action. Training, where appropriate, will be provided to assist the employee in meeting the requirements of the job. Timelines for improvement to occur will be provided.
2. The employee may be represented at the informal conference by a representative of his/her choice. A written record of this conference will be retained by the supervisor and a copy given to the employee. No copy of these written records shall be made a part of the employee's personnel file unless included in subsequent disciplinary correspondence.

F. Step 2: Written Reprimand

1. When the employee has been determined to have committed an act which constitutes cause for disciplinary action, the immediate supervisor shall give to the employee a written notice which describes any rules violated, the acts or omissions that constitute the cause, and the expected level of conduct and performance. The notice shall include suggested remediation and shall outline the consequences of failure to remediate. The notice shall include a plan of assistance as well as timelines to show improvement. The supervisor will meet with the employee to discuss the misconduct and expectations. The employee may be represented at the meeting by a representative of his/her choice.

2. Upon receipt of written reprimand, the employee shall have ten workdays to respond in writing to the charge(s); this time may be extended by mutual agreement. The written reprimand and the employee's response, if any, will be placed in the employee's personnel file. The employee shall have the right to meet with the Human Resources Administrator or designee to review and discuss the written reprimand. If the employee requests a meeting it shall take place prior to the letter being placed in the personnel file.

G. Step 3: Discipline less than demotion or dismissal by Human Resources Administrator

1. A permanent classified employee may be suspended for three days or less without pay or be involuntarily transferred by action of the Human Resources Administrator.
2. Before making the final decision on the suspension or involuntary transfer, the employee will be given a written notice of the charges and an opportunity to meet with the Human Resources Administrator. The employee will have the right to have union representation of his/her choice at this meeting. The purpose of the meeting is to review the charges, the documents supporting the charges, and the response of the employee.
3. The final decision of the Human Resources Administrator will be made within three working days of the meeting. The decision of the Human Resources Administrator shall be final and submitted in writing to the employee and his/her CSEA Representative.

H. Step 4: Discipline to the Board (up to and including dismissal)

1. When cause exists for more serious disciplinary actions listed in Section A of this Article (Suspension of more than three days without pay, involuntary demotion, dismissal) the immediate supervisor shall notify the Human Resources Administrator who will prepare a written notice of the specific charge(s) against the employee, a statement of the right to a hearing on such charges, the time within which such hearing may be requested (five days), and a card or paper, the signing and filing of which shall constitute a request for a hearing and a denial of all charges. Failure to request a hearing within five (5) days constitutes a waiver of the right to a hearing.
2. The employee may upon request have copies of the material in his/her personnel file.

I. Hearing

If the employee does not request a hearing by the specified date, the Board shall determine if cause exists for discipline and take action without a hearing.

1. If the employee does request a hearing by the specified date, the hearing shall be conducted in accordance with Board Policy 4218, as revised on June 25, 2002.
2. The hearing shall be held within a reasonable period of time but not less than five (5) calendar days after filing of a request for a hearing.
3. The employee may be represented at a hearing by a representative of his/her choice. Outside counsel may be obtained at his or her own expense.
4. A reporter or mechanical recording device shall record the hearing.
5. The decision of the Board shall be final.

J. Emergency Discipline/Dismissal

1. Emergency Situations:
 - a. If the employee's continued presence at the worksite constitutes a danger or jeopardizes the welfare of the employee, other staff, and/or students or threatens to disrupt the educational program, the supervisor, superintendent or designee may suspend the employee immediately and schedule a subsequent informal conference when the emergency is over.
 - b. The employee shall be entitled to pay during any such suspension unless those days are included in the disciplinary action.
2. Administrative Leave:
 - a. Any permanent bargaining unit member may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Human Resources Administrator. If discipline is recommended, paid administrative leave will continue pending a decision by the Board of Trustees unless the employee is allowed to return to work by the Human Resources Administrator.
3. Sex or Narcotics Offenses - Compulsory Leave:
 - a. Any permanent bargaining unit member charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to, Education Code Section 44011, may be placed on compulsory leave of absence pending a final disposition of such charges.

- b. Any permanent bargaining unit members placed on compulsory leave shall continue to be paid his or her regular salary during such leave if he or she furnishes to the District a suitable bond to guarantee that the permanent bargaining unit member will repay the salary paid during the compulsory leave in case the permanent bargaining unit member is convicted of such charges or fails to return to service following expiration of the compulsory leave. If the permanent bargaining unit member does not furnish a bond and if the permanent bargaining unit member is acquitted of such offense, or the charges dropped, the District shall pay to the permanent bargaining unit member upon his or her return to service, the full amount of salary which was withheld during the compulsory leave.

K. Notification of Employee Organization

At the request of the employee, copies of all communications regarding disciplinary action, which are sent to the employee affected, shall be sent to the President of CSEA Chapter #212.

ARTICLE 16: GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is an allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in District policy or administrative regulations or procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the policies, rules and regulations of the Board of Education, or by the Administrative Regulations and procedures of this school District are not within the scope of this procedure.
2. A "grievant" is any member of the bargaining unit covered by this contract with an alleged grievance.
3. A "day" is any day in which the central administrative offices of the Petaluma School Districts are open for business.
4. The "immediate supervisor" is the lowest level Leadership Team member, having immediate jurisdiction over the grievant, who has been designated by the Superintendent to adjust grievances.

B. Miscellaneous

1. Grievances shall be processed in the order received. No supervisor shall be required, within a five-day period, nor the Superintendent or his/her designee within a ten-day period, to handle more than one grievance. If more than one grievance is pending during these time limitations, time limits imposed upon the employee shall be extended correspondingly. Notwithstanding the above, the District Administration agrees with the goal of handling all employee grievances as expeditiously as possible, particularly at the informal level. The District Administration further agrees with the goal of handling employee grievances concerning matters of health and safety in particularly expeditious fashion. Accordingly, the Association agrees that the grievance procedure will never be used as concerted activity or as harassment.
2. An employee may be represented in all stages of the formal grievance procedure by himself/herself, or, at his/her option, by a representative of his/her choice.
3. Time limits for appeal provided at each level shall begin the day following receipt of written decision by the parties of interest.
4. The Association may present, process or appeal a grievance concerning Article 3, Association Rights. These grievance actions shall be filed at Level II.
5. Failure to appeal a decision at any level within the time limit specified constitutes acceptance of decision.
6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately.
7. During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made known to the non-school public without the written agreement of all parties.
8. A grievance that is not in the jurisdiction of the immediate supervisor may be submitted at Level II.
9. During the appeal(s) period of any grievance, the grievant shall continue the assigned functions until the resolution of the grievance is final.
10. In the event an employee is not represented by the Association in a grievance matter, any proposed resolution shall not be considered final until the Association has had an opportunity for review and comment.

C. Procedure

1. Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve it by a private, informal conference with his/her immediate supervisor. Failure to file a formal grievance within the specified time limits invalidates the grievance.

2. Formal Level

a. Level I

- 1). Within twenty {20} days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor. The twenty {20} days time limit shall be tolled when the grievant is on vacation or on other approved leave.
- 2). This statement shall be a clear, concise statement of the alleged grievance, the circumstances involved, the decisions rendered at the informal conference, and the specific remedy sought.
- 3). The immediate supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance.
- 4). If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.
- 5). Within the above time limits either party may request a personal conference. In the case of this conference, as well as all subsequent conferences, the grievant may arrange for a CSEA representative or other bargaining unit member to be present.
- 6). In the case of allegations of a violation, misinterpretation, or misapplication which are District-wide in implication and which have been processed through the informal level by at least a single unit member, the Association may file a single grievance on behalf of all complainants involved. This grievance shall be filed at Level II.

b. Level II

- 1). In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision within ten (10) days to

the Human Resources Administrator. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

- 2). The Human Resources Administrator shall communicate his/her decision within ten (10) days after receiving the appeal. Either the grievant or the Human Resources Administrator may request a personal conference within the above time limits. If the Human Resources Administrator does not respond within the time limits, the grievant may appeal to the next level.

c. Level III

- 1). If the grievant is not satisfied with the decision at Level II, he/she may, within five (5) days, appeal the decision in writing to the Superintendent, or his/her designee. 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.
- 2). The Superintendent, or his/her designee, shall communicate his/her decision to the grievant within ten (10) days. Either the Superintendent, his/her designee, or the grievant may request a personal conference within the above time limits.

d. Level IV

- 1). In the event the grievant is not satisfied with the decision at Level 111, the grievant may, within five (5) days after the receipt of the decision from the Superintendent, or his/her designee, request, in writing, that CSEA submit the grievance to a three-person panel. CSEA, by written notice to the Superintendent within ten (10) days after the receipt of the request from the grievant, may elect to submit the grievance to a three-person panel. If CSEA declines to submit the grievance to a three-person panel, the grievant or CSEA may submit the grievance directly to the Board of Education for a final decision.
- 2). The panel shall be composed of one member selected by CSEA, one member selected by the District Administration, and the third member jointly selected by the other two. Each side shall select their representative within five (5) days of the request from CSEA. The two representatives shall select the third member within ten days. The panel shall conduct a

hearing at which both parties may present evidence. After concluding the hearing, the panel shall prepare a report listing the issues, the pertinent facts found at the hearing, and recommendation for resolution. The report shall be sent to the Board of Education with copies to the grievant, CSEA, and the Superintendent.

- 3). The panel's report shall be binding on both parties, provided, however, that the Board of Education, within fifteen (15) days of the receipt of the report may reject all or part of the report.
- 4). Costs of the services of the third panel member and any costs of the hearing shall be borne equally by the District Administration and CSEA. However, if the Board rejects all or part of the panel's report, the costs of the services of the third panel member and costs of the hearing shall be borne by the District Administration.

ARTICLE 17: LAYOFF AND REEMPLOYMENT

- A. Layoff and reemployment in the District will be governed by the provisions of the Education Code and other applicable State law.
 1. Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever classified employees are laid off, the order of layoff within a given class shall be determined by length of service. The unit members who have been employed the shortest time in the given class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.
 2. Bargaining unit members hired prior to July 1, 1971, and after June 30, 1993, shall have their seniority based on hire date. Bargaining unit members hired after June 30, 1971, and before July 1, 1993, shall have their hours frozen effective June 30, 1993 and a ranking established by hours in each classification they have held.
 3. Effective July 1, 1993, seniority shall be by descending order as follows:
 - a. Hire date prior to July 1, 1971.
 - b. Ranking by hours effective June 30, 1993.
 - c. Hire date after June 30, 1993.
 4. When, as a result of a reduction or elimination of the service being performed by any department, classified employees are subject to layoff for lack of work, these employees shall be given notice of layoff not less than

sixty (60) days prior to the effective date of the layoff. These employees shall also be informed of their displacement rights, if any, and reemployment rights.

5. Layoffs may also be necessary for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees or for causes not foreseeable or preventable by the District Administration. In such cases, the sixty (60) day notice shall not be required.
6. When, as a result of the expiration of a specially-funded program, classified positions must be eliminated at the end of any school year, and unit members will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice sixty (60) days prior to the effective date of the layoff. This written notice shall inform them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. In the event that the termination date of any specially funded program is other than June 30th, such notice shall be given not less than sixty (60) days prior to the effective date of their layoff.
7. If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made on the hire date seniority with the employees hired first being retained and if that is equal, then the determination shall be made by lot with the involved employees and their representatives present. Such drawing shall not be determined invalid in the event that one or more employees, or their representatives, are unable (or choose not) to be present.
8. Layoffs shall be conducted on a District-wide basis in reverse order of seniority, as stated before.
9. Prior to the effective date of the layoff, affected employees may challenge their place on the seniority roster by making objections to the Human Resources Division which shall review the objections, conduct an audit if requested, and make appropriate corrections if necessary. The results of the audit and/or corrections shall be made known to CSEA and the employee(s) prior to the effective date of the layoff.
10. When a layoff of classified employees is anticipated by the Administration and as early as practical before any Board action is taken on layoff of classified employees, the District Administration shall notify CSEA in writing of the proposed action. With such notifications the District Administration shall provide CSEA with an updated seniority roster for the classification(s) which will be affected by the layoff and a list of the positions to be abolished. Upon request, the District Administration shall meet with CSEA to negotiate the impact (effects) of the proposed layoff.

11. A list of the employees to be laid off shall be sent to the President of the local CSEA chapter or designee, and the Field Representative, at the time the layoff notices are sent.

B. Displacement (bumping) Bights

1. Bargaining unit employees who are laid off may exercise bumping rights into an equal or a lower classification which they previously held, providing they meet minimum qualifications and providing they have seniority over those subject to bumping.
2. Salary placement for the employee exercising bumping rights shall be to the step of the new salary range, which corresponds to the salary which would have been received by the employee had the employee remained in the lower classification during the entire period.

C. Substitute Employees

No regular employee shall be laid off from a position while employees serving in a substitute capacity in the same classification are retained unless the employee to be laid off declines the substitute assignment.

D. Reemployment Rights

1. Unit members who have been laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, these unit members shall have the right to apply for promotional opportunities within the District during the 39-month period.
2. Unit members, who take voluntary demotions or who accept another position with reduced assigned time in lieu of being laid off, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of twenty-four (24) months (for a total of 63 months). However, the same tests of fitness under which they qualified for employment in the class shall still apply.
3. An employee who is laid off and is subsequently eligible for reemployment shall be notified by the District Administration by phone call of opening(s). The laid off employee is required to respond to the offer of a position, within five (5) business days of notification. CSEA shall be concurrently notified.
4. Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her original thirty-nine

(39) month rights to reemployment in his/her former classification and with the same number of hours.

5. An employee given an offer of reemployment to a comparable position; i.e., same classification and at least the same number of hours, who declines such a position, will be taken off the reemployment list and their relationship with the District will be terminated.
6. When an employee who holds two positions in the District is laid off from one position, the employee shall remain on the 39-month rehire list until their time is made whole or 39 months is up if offered a position that conflicts with their current position.
7. An employee given an offer of reemployment to a lower classification, or to the same classification but with fewer hours, does not need to accept reemployment to maintain his/her eligibility on the reemployment list provided the employee notified the District Administration of his/her refusal of reemployment within the time limit. In such cases when all otherwise eligible employees decline such an offer of reemployment, the District Administration may hire permanent replacement employees in such positions. If the employee accepts reemployment, he/she must report to work on the date indicated on the reemployment offer.
8. Seniority earned at the time of layoff shall be reinstated to the employee subsequently employed by the District Administration with the "reemployment rights" period. Step placement on the salary schedule and sick leave hours earned and unused at time of layoff shall also be restored under this circumstance.

E. Reemployment Rights After Retirement

1. A unit member who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees Retirement System shall be placed on appropriate reemployment list. The District Administration shall notify the Public Employees Retirement System Board of Administration that the retirement decision was due to layoff for lack of work or lack of funds.
2. If the unit member is subsequently offered reemployment and accepts, in writing, the appropriate vacant position, the District Administration shall maintain the vacancy until the Public Employees Retirement System Board of Administration has processed the request for reinstatement from retirement.

ARTICLE 18: CONCERTED ACTIVITIES

- A. It is the intent of the District Administration and the Association that during the term of this Agreement, the members of the unit shall perform all the duties normally associated with their positions. There shall be no strike, slowdown, work stoppage, sickout, or any other failure to perform assigned duties by the members of the unit. The District Administration agrees not to lockout employees.
- B. If any of the above actions occur during the term of this Agreement, the Association agrees to advise the parties concerned to cease such action.
- C. In the event of violation of this Article, the District Administration may withhold any right granted by this Agreement or by other provisions of District policy or regulations from those employees committing the violation, or from the Association should it be guilty of the violation.

ARTICLE 19: SUPPORT OF AGREEMENT

- A. The District Administration and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process.
- B. Therefore, it is agreed that the District Administration and the Association will support and abide by this Agreement for its term and will not seek to change its provisions other than through the meet and negotiation process.

ARTICLE 20: SAVINGS

- A. Savings Clause
If any provisions of this Agreement are held contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of the Agreement will continue in full force and effect.
- B. Replacement for Severed Provisions
In the event of a suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate, upon request, for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 21: COMPLETION OF MEET AND NEGOTIATE

Except as otherwise provided in this Agreement, the District Administration and the Association shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement for its duration. This should not be

construed as a waiver of association rights concerning negotiations or unanticipated matters which develop during the term of this agreement.

ARTICLE 22: DRUG AND ALCOHOL TESTING

- A. All employees of the District who hold a commercial driver's license and who drive a commercial vehicle in the course of employment with the District shall be subject to testing for alcohol and drugs and to discipline as outlined in Board Policy and Administrative Regulation 4212.42, Drug and Alcohol Testing for School Bus Drivers.
- B. In accordance with law, all employees of the District shall render service without using, possessing, being impaired by, or being under the influence of alcohol or drugs. The District will contract with a professional drug and alcohol testing management company or join a consortium of local school districts to provide such oversight as outlined in Board Policy 4212.41, Employee Drug Testing.

ARTICLE 23: RECLASSIFICATION AND UPGRADE

- A. **Reclassification**
Reclassification means the redefining of a position to account for changes in duties or work that may alter the nature of the current classification and includes the upgrading of a position to a higher classification as a result of an increase in the level of duties and responsibilities being performed by an incumbent in a position or if the duties being performed by an incumbent are inconsistent with their classification.
- B. **Upgrade**
Upgrade means the redefining of a position when it is improperly placed on the salary schedule in relation to similar class or positions or the position is out of line with similar positions in a comparison with agreed upon district/county offices of education as to its placement on the salary schedule.
- C. **Procedures for Reclassifications and Upgrades**
 - 1. During the month of November reclassification may be requested for any position in Appendix "A" of this Agreement.
 - 2. The request for reclassification shall contain the following:
 - a. The classification or position to be reclassified;
 - b. The existing job description and salary placement;
 - c. The proposed job description and salary placement;
 - d. The basis for the reclassification.
 - 3. If a position is reclassified and there is no incumbent, the job shall be posted.

4. Reclassification requests shall be reviewed by a panel composed of one (1) District appointee, one (1) CSEA appointee and an arbitrator or other neutral third party agreed upon by the District and CSEA.
5. The cost of the arbitrator shall be paid for by CSEA and the District in equal measure.
6. The panel shall meet annually in January. The panel will offer to meet with the unit member in order for the panel to ask clarifying questions, based on the materials the unit member submitted in November.
7. The deliberation of the panel shall take place in closed session. The panel shall make a recommendation to adopt, reject, or modify the reclassification requests.
8. Two (2) of the three (3) panel members must agree for a reclassification to be recommended. All panel members shall sign the decision. No dissenting opinion shall be issued.
9. The recommendations made by the panel will be forwarded to the Negotiating Teams. The Teams will meet in February to discuss each recommendation and will take a vote to approve or disapprove the panel's recommendation.
10. If the specific position being voted on is one that a Negotiating Team member is an incumbent in, they will not vote on that position.
11. The majority prevails as long as there is at least one representative of the minority team in agreement with the majority.
12. If both sides don't agree the item will remain open for discussion.
13. The recommendation of the Panel and the position of the Negotiating Teams will be confidential to the unit members and only the outcome will be shared with them.
14. The decision of the Negotiating Teams shall be binding and shall be effective on March first following the decision.
15. The unit member whose position is reclassified shall be placed on the step and range of their new classification that provides at least a 5% salary increase.
16. Any recommendation for a change in the job description shall be subject to negotiation between CSEA and the District.

D. Not a Reclassification or Upgrade

The following does not constitute either a reclassification or an upgrade:

1. Assuming duties on one's own behalf, without the knowledge of management
2. Workload
3. Longevity
4. Excellence in work performance

ARTICLE 24: COMPLAINTS CONCERNING EMPLOYEES

A. Complaints

1. Complaints against employees shall be resolved through the District complaint policies and procedures.
2. The District shall not utilize a complaint by a parent, student or other involved person in any manner which might affect the evaluation of an employee without first providing the following rights:
 - a. The complaint must be in writing and provided to the employee.
 - b. During the preliminary investigation, the principal/supervisor shall hold a conference with the employee and complainant in an attempt to resolve the complaint to the satisfaction of the person(s) involved.
 - c. The employee has the right of CSEA representation in any meeting with the complainant and/or the supervisor.
 - d. The employee has a right to respond in writing to the complaint.
 - e. Information in such a complaint shall not be included in the evaluation if it is subsequently proved to be untrue.
3. Employees are required to maintain confidentiality throughout the complaint process.
4. Retaliation against a complainant or a witness is prohibited.

B. Anonymous Complaints

The District may not evaluate and/or discipline an employee based on an anonymous complaint without verifiable evidence being found through subsequent investigation.

ARTICLE 25: POST RETIREMENT EMPLOYMENT

- A. Unit members who retire with CalPERS on or after January 1, 2013 have a minimum 180-day waiting period following his or her retirement date before they may accept any work that would be covered by CalPERS. There are four exceptions to this wait period that can be found in Government Code section 7522.56. If a retiree is employed without meeting the 180-day wait period and without an allowable exception, he or she is subject to immediate reinstatement from retirement. This 180-day wait period also applies to athletic coaching positions.
- B. CalPERS retirees cannot be hired into permanent or regular staff positions without reinstatement from retirement.
- C. CalPERS retirees are limited to working a maximum of 960 hours per fiscal year for all CalPERS employers. There is no exception to this limit. It is the retiree's responsibility to keep track of their work hours. The retired member's retirement benefit will be impacted if the member works more than the maximum number of hours.
- D. It is the retired unit members' responsibility to keep up to date on all current laws, regulations, and restrictions that may affect them by contacting CalPERS. They can be reached at www.calpers.ca.gov or 1-888-CalPERS (1-888-225-7377).