

CONTRACT

BETWEEN

THE GOVERNING BOARD
OF THE
NOVATO UNIFIED SCHOOL DISTRICT

AND

THE CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION (CSEA)

Novato Chapter 312

TERM

July 1, 2022 ~ June 30, 2025



Novato, California

2022-2023 Update 5.23.23

TA Dated 1.17.23/Board Approved 2.7.23

TABLE OF CONTENTS

		<u>Page</u>
	Introduction	4
ARTICLE 1.	Recognition	5
ARTICLE 2.	District Rights	6
ARTICLE 3.	Salary	7
	<i>Salary Schedule</i>	7
	<i>Placement on Salary Schedule</i>	7
	<i>Advancement on Salary Schedule</i>	7
	<i>Longevity</i>	8
	<i>Pay and Allowance Provisions</i>	8
	<i>Medical Examinations</i>	9
	<i>Uniforms and Required Dress and Tools</i>	9
	<i>Professional Growth</i>	10
	<i>Working Out of Job Description</i>	10
	<i>Classification/Reclassification</i>	11
	<i>Summer School and Alternative Calendar</i>	12
	<i>Comparison Districts</i>	12
	<i>Salary Equity Committee</i>	12
ARTICLE 4.	Hours and Overtime	13
	<i>Work Week</i>	13
	<i>Adjustment of Assigned Time</i>	13
	<i>Lunch Period</i>	14
	<i>Rest Periods</i>	14
	<i>Overtime</i>	14
	<i>Holiday Overtime</i>	14
	<i>Compensation for Overtime</i>	15
	<i>Allocation of Overtime</i>	15
	<i>Shift Differential Compensation</i>	16
	<i>Compensating Time Off</i>	16
	<i>Minimum Call-in Time</i>	16
	<i>Call-back Time</i>	17
	<i>Maintenance Stand-by</i>	17
	<i>Bus Drivers & Mechanics</i>	17
	<i>Bidding of Bus Routes & Workday/Hours</i>	17
	<i>Lay-over Time</i>	18
	<i>Split Shift Differential</i>	18
	<i>Drivers Stand-by</i>	18
	<i>Mechanic Stand-by</i>	18
	<i>Translation Stipend</i>	19
	<i>Clocking In/Out</i>	19
ARTICLE 5.	Employee Benefits	20
	<i>Domestic Partner</i>	20
	<i>Health Insurance Proration</i>	21
	<i>Retiree Fringe Benefits</i>	22
ARTICLE 6.	Holidays	23
	<i>Additional Holidays</i>	23
	<i>Holiday Eligibility</i>	23

ARTICLE 7.	Vacation	24
	<i>General Provisions.....</i>	<i>24</i>
	<i>Vacation Carryover.....</i>	<i>24</i>
	<i>Vacation Allowances.....</i>	<i>24</i>
	<i>Less than Twelve Month Employees.....</i>	<i>25</i>
ARTICLE 8.	Absence from Duty	26
	<i>Bereavement Leave</i>	<i>26</i>
	<i>Jury Duty / Witness Leave.....</i>	<i>26</i>
	<i>Military Leave</i>	<i>26</i>
	<i>Sick Leave</i>	<i>26</i>
	<i>Industrial Accident and Illness Leave</i>	<i>29</i>
	<i>Personal Necessity Leave.....</i>	<i>30</i>
	<i> Maternity Disability Leave.....</i>	<i>31</i>
	<i> Maternity Leave</i>	<i>31</i>
	<i>Parental Leave</i>	<i>31</i>
	<i>Short Term Leave</i>	<i>32</i>
	<i>Long Term Leave.....</i>	<i>32</i>
	<i>Miscellaneous Provisions.....</i>	<i>32</i>
	<i> Notification of Return to District.....</i>	<i>33</i>
	<i>Catastrophic Leave</i>	<i>33</i>
	<i> Catastrophic Leave Request and Verification Process</i>	<i>33</i>
	<i> Catastrophic Leave Committee</i>	<i>34</i>
	<i>Unauthorized Absences</i>	<i>35</i>
ARTICLE 9.	Classified Employee Organization.....	36
	<i>Rights and Privileges of the CSEA.....</i>	<i>36</i>
	<i>Organizational Security</i>	<i>37</i>
	<i>Dues Deduction.....</i>	<i>37</i>
	<i>Distribution of Contract.....</i>	<i>37</i>
ARTICLE 10.	Personnel Files	38
ARTICLE 11.	Grievance Procedures	39
	<i>Definitions.....</i>	<i>39</i>
	<i>Level I and II.....</i>	<i>39</i>
	<i>Level III.....</i>	<i>39</i>
	<i>Level IV – Mediation.....</i>	<i>39</i>
	<i>Level V – Arbitration.....</i>	<i>40</i>
	<i>Miscellaneous Provisions.....</i>	<i>40</i>
ARTICLE 12.	Evaluation	42
	<i>Goal Setting/Observations/Data Collection.....</i>	<i>42</i>
	<i>Probationary Evaluation Cycle.....</i>	<i>42</i>
	<i>Termination of Probationary Employment.....</i>	<i>42</i>
	<i>Permanent Evaluation Cycle.....</i>	<i>42</i>
	<i>Timeline.....</i>	<i>43</i>
	<i>Information.....</i>	<i>43</i>
	<i> Dissemination.....</i>	<i>43</i>
	<i> Conference</i>	<i>43</i>
	<i>Formal Evaluation.....</i>	<i>43</i>
	<i> Written Report.....</i>	<i>43</i>
	<i> Content.....</i>	<i>43</i>
	<i> Pre-Conference.....</i>	<i>43</i>
	<i> Post-Conference.....</i>	<i>44</i>
	<i> File.....</i>	<i>44</i>
	<i>Due Process</i>	<i>44</i>
	<i>Procedures in the Event of Unsatisfactory Evaluation</i>	<i>44</i>
	<i>Appeal Process.....</i>	<i>44</i>

ARTICLE 13.	Transfer	45
ARTICLE 14.	Promotion	46
ARTICLE 15.	Reduction in Force	47
	<i>Definition and Cause</i>	47
	Notice	47
	<i>Order of Layoff</i>	47
	<i>Seniority</i>	47
	<i>Displacement Rights (“Bumping”)</i>	48
	<i>Voluntary Actions</i>	48
	<i>Salary Placement</i>	49
	<i>Consideration for Other Assignments</i>	49
	<i>Reemployment</i>	49
	<i>Notification of Reemployment Opening</i>	49
ARTICLE 16.	Safety	51
ARTICLE 17.	Concerted Activities	51
ARTICLE 18.	Severability	52
ARTICLE 19.	Completion of Meet and Confer	53
ARTICLE 20.	Disciplinary Procedure	54
	<i>Disciplinary Action</i>	54
	Cause	54
	Procedure for Discipline	55
	<i>Verbal Warning</i>	56
	<i>Written Reprimand</i>	56
	<i>Preliminary Written Notice for Suspension, Demotion, or Dismissal</i>	56
	<i>Notice of Intention to Suspend, Demote, or Dismiss</i>	57
	<i>Hearing Procedure</i>	57
	<i>Hearing Decision</i>	58
	<i>Compulsory Dismissal</i>	58
	<i>Extension of Compulsory Dismissal</i>	59
ARTICLE 21.	Contracting Out	60
ARTICLE 22.	Duration and Reopeners	61
	Signature Page	62
APPENDIX A	Members of Bargaining Unit	63
APPENDIX B	Classified Salary Schedule	64
APPENDIX C	Current Medical Benefits Schedule	65
APPENDIX D	Transportation Department Route Bid Form	66
APPENDIX E	Overtime Tracking and Opt Out Forms	67
APPENDIX F	Extra Duty Stipends	68
APPENDIX G	Evaluation Extension Agreement	69

NOVATO UNIFIED SCHOOL DISTRICT

This contract, hereinafter referred to as the "Contract", entered into this 1st day of July 2022, by and between the NOVATO UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "District", and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, NOVATO CHAPTER 312, hereinafter referred to as the "CSEA."

The term "Contract" as used herein means the written Contract provided under Section 3540(h) of the Government Code.

A contract for the term July 1, 2022 through June 30, 2025 has been negotiated between the Governing Board of the Novato Unified School District and the California School Employees Association, Chapter 312.

ARTICLE 1. RECOGNITION

1:1 The District recognizes the CSEA as the exclusive representative for the employees in the Classified Unit.

1:2 The Classified Unit consists of employees as stated in the listing of positions set forth in Appendix A of this Contract.

1:3 This Contract applies only to employees in the above described representation unit.

1:4 The unit as recognized by the District may be modified by 1) mutual agreement of the parties, or 2) by a decision rendered by the Public Employment Relations Board on any contested positions.

ARTICLE 2. DISTRICT RIGHTS

2:1 It is understood and agreed that the District has all of the powers, rights, and authorities to discharge its legal obligations. The use of judgment and discretion in connection therewith shall be limited only by those items, which are specifically abridged or modified by this Contract, and then only to the extent that such specific and expressed terms are in conformance with law.

2:2 In the event of an emergency, as declared by the Superintendent or designee, the District shall have the right to rescind any portion of this Contract 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 Contract.

ARTICLE 3. SALARY

3:1 Salary Schedule

The District and CSEA agree to a 15% increase to the 2021-2022 salary schedule for the 2022-2023 school year, retroactive to July 1, 2022.

The parties agree to eliminate Ranges 15 and 16 from the salary schedule and reclassify Elementary Playground Supervisor, FANS Site Assistant and Instructional Assistant classifications to Range 17 effective July 1, 2023.

The parties agree to add Step 6 to the regular Classified Salary Schedule. Placement on the Longevity Salary Schedule will still commence with Year 7 with the District (see Article 3:4).

3:1.1 2022-2023 Negotiated salary increases will be indicated on Appendix B.

3:1.2 Advancement in Step and Longevity, where appropriate, shall be granted. (See 3:3 and 3:4 below.)

3:1.3 Whenever the salary schedule is changed, unit members shall receive information on their paycheck stub indicating their new hourly and monthly rates. Unit members shall receive this wage statement on the first paycheck issued at new rates on the regular payroll.

3:2 Placement on Salary Schedule

All new unit members shall be placed, by the Human Resources Office, on the appropriate range and step of the Salary Schedule according to the terms and conditions of the Contract. When justified, credit may be granted to new unit members for prior experience in the classification for which hired on the following basis:

3:2.1 One-step of credit shall be granted for every year of related experience with a maximum placement being step 4.

3:3 Advancement on Salary Schedule

3:3.1 Advancement in step shall be made effective July 1 annually in accordance with the provisions of this Contract.

3:3.2 Probationary unit members shall advance a step at the end of their one hundred ten (110) day probationary period. The step increase shall be implemented with the payroll paid at the end of the next month. Persons employed from January 1 through September 30 shall advance to the next step on July 1 of the following calendar year. Persons employed from October 1 through December 31 shall advance to the next step on July 1 one year later than those hired from January 1 through September 30.

3:3.3 When a unit member is promoted (for example: assigned to a position in a class with a higher maximum salary than the previous class), the salary shall be adjusted to the minimum (step 1) of the new range. Provided, however, that if the minimum new range is lower than the existing salary, the unit member shall be assigned to a step in the new range, which is at least a **minimum of** five percent (5%) above the existing salary.

ARTICLE 3. SALARY

(continued)

3:3.4 Cases in which a current **unit member's** placement would result in a salary less than that which would be granted to a new **unit member** with similar work experience shall be negotiated on an individual basis with the CSEA.

3:4 Longevity

Unit Members shall receive two and a half percent (2.5%) longevity increments above Step **6** of the salary schedule beginning on July 1 of the fiscal year in which the Unit Member will complete seven (7) years, ten (10) years, thirteen (13) years, sixteen (16) years, nineteen (19) years, twenty-two (22) years, twenty-five (25), and twenty-eight (28) years. Such increments shall be cumulative.

3:5 Pay and Allowance Provisions

3:5.1 The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix B. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Contract.

3:5.2 All regular paychecks of unit **members** shall be itemized to include all deductions.

3:5.3 All unit **members** shall be paid once per month, payable on or before the last working day of the month, which the District Office is open for business. If the normal payday falls on a holiday, the paycheck shall be issued on the preceding workday.

3:5.3a All contracted employees shall be paid once per month, payable on or before the last business day of the month.

3:5.3b All ten (10) and eleven (11) month contracted **unit members** of the District will receive twelve (12) checks for each fiscal year. **Unit member** checks will be issued August through June with a second check (**Refund of Net Deferred Pay**) issued at the end of June. The first check of the year for eleven (11) month **unit members** will be issued on August 31.

3:5.3c Time sheet payments if submitted by the first (1st) working day of the month shall be paid no later than the tenth (10th) working day of the month following the month worked, or no later than the fifteenth (15th) calendar day of the month.

3:5.4 Any unit **member** required to use **their** vehicle on assigned District business shall be reimbursed at the IRS rate per mile for all miles **assigned by direct supervisor and** driven on behalf of the District. **Reimbursement forms shall be turned in the last working day of the month.**

3:5.5 Any unit **member** who attends a conference and/or training as a result of a work assignment and/or in conjunction with their position shall be reimbursed for their meals away from the District. One-day trips that require the **unit member** to travel over one hundred (100) miles one way shall be reimbursed per Board Policy upon request for their overnight lodging away. Multiple-day trips that require the **unit member** to travel over fifty (50) miles one way shall be reimbursed per Board Policy upon request for their overnight lodging away. Upon submission of the appropriate form, a cash advance for seventy-five percent (75%) of projected expenses shall be supplied. Any unused advance, an Expense Claim form, and receipts shall be submitted to the Business Office through the immediate supervisor.

3:5.6 With the exception of a driver's license, the District shall pay all license and certification fees required as a condition of continued employment.

ARTICLE 3. SALARY

(continued)

3:5.7 Medical Examinations

The District agrees to pay the cost of any medical examination required as a condition of employment or continued employment **including, but not limited to TB tests**. The examination of new **unit members** shall be performed by a physician of the District's choice. Current **unit members** who are routinely required to have a medical examination as a condition of continued employment shall have the option to use a physician of their choice. Reimbursement for such exams shall not exceed the amount normally paid to the physician of the District's choice. Forms will be provided by the District. Results of such examinations shall be submitted to the **unit member** and the District. Medical examinations shall be scheduled on workdays without loss of pay. Examinations which must occur during off-duty hours shall be compensated for at the appropriate rate of pay. Complaints regarding medical examinations may be referred to the Human Resources Office for investigation.

3:5.8 When fingerprints are required, such fingerprinting shall take place during normal working hours and the **unit member** shall be released from duty for this purpose without loss of pay. **The cost of fingerprinting will be paid or reimbursed by the District.**

3:5.9 The District may provide in-service training for **unit members** before, during, or after regular work hours. If attendance is required, then each **unit member** so affected shall be compensated at the appropriate rate of pay according to the Salary and the Hours and Overtime Articles of this Contract.

3:5.9a When **unit members** attend a training course that is required as a condition of the continuance of employment, the **unit members** shall be compensated for the time spent in the training program at the appropriate rate of pay according to the Hours and Overtime Articles of this Contract.

3:5.9b If additional training is required as a condition for advancement within a department, the District shall define such requirements for **unit members** who inquire about them.

3:5.10 Uniforms and Required Dress and Tools

3:5.10a Bus drivers shall be provided with the required jacket, shirt and pants/skirts/culottes/walking shorts. Drivers may purchase their pants/skirts/culottes/walking shorts as needed and be reimbursed up to **one hundred dollars (\$100)** per work year. An expense claim must be submitted with a receipt. Reimbursement will be made within thirty (30) days. **No alterations may be made to the NUSD logo or imprinting on District uniforms.**

3:5.10b Mechanics and painters shall be provided with traditionally colored coveralls. Maintenance, grounds, warehouse, and custodial personnel shall also be furnished traditionally colored shirts.

3:5.10c Grounds, mechanic, warehouse and maintenance personnel shall be provided with foul weather gear, which includes rain jackets with hoods, rain pants, and rain boots. The above foul weather gear, with the exception of rain boots, shall be provided to custodial personnel. Rain ponchos or jackets shall be provided to bus drivers and food service personnel, as needed, and made available in sufficient quantities to school sites for use by campus and yard supervisors. Rainwear, as needed for these **unit members**, shall be made available no later than October 15 of each year.

ARTICLE 3. SALARY

(continued)

3:5.10d Maintenance, grounds, custodial, mechanic, and warehouse personnel shall be provided with safety work shoes as needed. **Unit members** shall purchase their safety work shoes

and be reimbursed by the District up to **two hundred forty dollars (\$240)** per work year. An expense claim must be submitted with a receipt. Reimbursement will be made within thirty (30) days. **No alterations may be made to the NUSD logo or imprinting on District uniforms.**

3:5.10e Food Service personnel shall be provided with safety work shoes as needed. **Unit members shall purchase their safety work shoes and be reimbursed by the District up to \$100 per work year. Reimbursement will be made within thirty (30) days.**

3:5.10f The District shall provide all tools and equipment, which are required.

3:5.11 Professional Growth

3:5.11a **A unit member** shall earn a professional growth salary increment by completing nine (9) semester units of approved courses or workshops. The increment shall start July 1 and be based on credits earned and reported in the three hundred sixty-five (365) days prior to this date. The increment shall be fifty dollars (\$50) per month. Five (5) such increments are the maximum that may be earned during employment. A committee shall be formed consisting of two (2) CSEA representatives and two (2) District representatives. This committee shall screen applications for professional growth increments and shall recommend to the Human Resources Director approval/disapproval of said applications.

3:5.11b Annually, the District will provide financial support for the professional growth activities of CSEA. Each year the Professional Growth Committee will recommend to the Administrator of Human Resources of Human Resources an appropriate dollar amount in support of CSEA **unit member** professional growth activities. Annually, a minimum of three thousand five hundred dollars (\$3,500) will be made available to CSEA for this purpose. Any monies that are unused will automatically be added to the following year's funds without reduction to the three thousand five hundred dollar (\$3,500) annual minimum. At no point will this account exceed seven thousand dollars (\$7,000).

3:5.12 Working Out of Job Description

3:5.12a **Unit members** who believe they are working out of their job description shall notify the Human Resources Department in writing. The District shall investigate the charge and meet with the **unit member's** supervisor, the **unit member**, and CSEA to give the results of its findings within twenty (20) workdays of the receipt of the **unit member's** notification. The District's response shall include a recommendation to either:

1) Deny the claim if, in the judgment of the person who has done the investigation, the duties performed are within the **unit member's** job description; or

Restrict the duties of the **unit member** to the job description, in which case the **unit member** shall be compensated for the time (up to thirty (30) workdays prior to the **unit member's** notification to the District) **the unit member** has been working out of classification at the salary range of the higher position and on the **unit member's** step. If the **unit member** is suffered or permitted by **their** immediate supervisor, with the knowledge of the supervisor, to work out of job description after having had their duties restricted under this paragraph, that **unit member** shall be compensated at the salary range of the higher position for the period of time worked out of class; or

ARTICLE 3. SALARY

(continued)

2) Negotiate an adjustment in pay and/or a new classification if the **unit member** is performing duties of a position not currently found on the salary schedule included in this agreement; or

3) Propose reclassifying the **unit member**.

3:5.12b **Unit members** requested via a Personnel Action to substitute for **a unit member** paid at a higher salary range for more than any five (5) out of fifteen (15) days or five (5) or more consecutive days shall be compensated at the step in the higher range which is at least five percent (5%) above their existing salary.

3:5.13 Classification/Reclassification

Classification/Reclassification Agreement on limited term Memorandum of Understanding (MOU). Appendix I represents the MOU relative to Classification/Reclassification.

3:5.13a Placement in class: every position shall be placed in a class.

3:5.13b Definition: Reclassification is a change in range and an upgrading of a position to a higher classification as a result of the increase of the duties and responsibilities being performed by the incumbent(s) in the position.

3:5.13c Request for Reclassification: **A unit member** is entitled to request that **their** position be reclassified. The request shall be submitted to the **unit member's** immediate supervisor. Included in the request should be a rationale for the reclassification and recommended salary range. The supervisor shall transmit the request to the Human Resources Department with a recommendation for approval or disapproval within fifteen (15) working days of the request who will provide a copy to CSEA. Within fifteen (15) days of receipt of the request, the Superintendent or designee shall approve or deny the request. If the Superintendent or designee denies the request, the Superintendent or designee shall convene a review panel within sixty (60) days of receipt of the recommendation. Adjustments to classifications that occur as a result of the article shall be effective as of the following July 1st, except where the District or panel determines that the new pay range should be retroactively applied. **A unit member** that is successful in their reclassification request may not request another reclassification in their position for three (3) years.

3:5.13d New Classification: A new classification shall be assigned to the salary schedule, pending negotiations on the appropriate placement of the new classification. Such negotiations shall be completed within thirty (30) days of establishing the new classification.

3:5.13e Reclassification Salary: Upon re-classification upward of position or class of positions, the position(s) shall be assigned a range at least one range higher than the former range. The incumbent(s) in the reclassified position(s) shall be reclassified with the position(s), and shall retain their previous step. Reclassification shall not change **a unit member's** anniversary date.

3:5.13f The review panel shall be composed of two (2) CSEA appointees and two (2) District appointees. If the **unit member** requesting the reclassification desires the opportunity to present their information personally to the panel, they shall be provided that opportunity. If the panel is unable to reach agreement, the four members of the panel will select a neutral as the fifth panel member.

ARTICLE 3. SALARY

(continued)

The cost of the neutral appointee shall be shared by the District and CSEA. The recommendation of the panel shall be subject to ratification and approval by the parties and implemented as of July 1 of the following fiscal year except where the panel determines that the new pay range should be retroactively applied.

3:6 Summer School and Alternative Calendar

The District and CSEA agree to incorporate the provisions of Section 45102 of the California Education Code in the application of Summer School and Alternative Calendar.

3:7 Comparison Districts

The District and CSEA agree that the comparison districts be as follows: Cotati-Rohnert Park Unified, Santa Rosa City Schools, Miller Creek, San Rafael City Schools and Petaluma City Schools. The parties agree that these comparison districts shall be reviewed annually during the first formal negotiations session each year. The parties agree that it shall be the goal of the District to pay competitive salaries within the geographic area where its employees could work without relocating.

3:8 Salary Equity Committee

The District and CSEA agree to a Salary Equity Committee. The role of the committee will be to analyze the salary schedule to determine if job classifications are out of line with similar job classifications in the agreed-upon comparison districts (see Article 3:7). The Salary Equity Committee shall be convened upon mutual agreement. The Salary Equity Committee shall be composed of two (2) District appointees and two (2) CSEA appointees. If the panel is unable to reach agreement, the four members of the panel will select a neutral as the fifth panel member.

The cost (if any) of the neutral appointee shall be shared by the District and CSEA. The findings of this committee shall be subject to ratification and approval by the parties and will be implemented as of July 1 of the following fiscal year. For the purposes of the Salary Equity Committee, all job classifications are open to review.

ARTICLE 4. HOURS AND OVERTIME

4:1 Work Week

The workweek shall consist of five (5) consecutive days. A forty (40) hour week is standard for classified personnel. Unit members placed on a Monday through Friday schedule when hired shall remain on a Monday through Friday schedule unless the unit member and the CSEA consents to a proposed change.

4:2 The length of the workday shall be as designated by the District for each classified assignment. The beginning and ending times for all unit members in the bargaining unit can be adjusted by up to one-half (½) hour with five (5) days' notice, or immediately with mutual consent. Two weeks' notice must be given for a change to start or end time of more than one-half (½) hour and less than two (2) hours. The two-week notice must be provided to the individual employee. This notice must indicate the change in hours and the specific circumstances of the change. Upon mutual agreement between the unit member, the District, and CSEA, changes in beginning and ending times can be negotiated in exception to the rest of this section on a case-by-case basis.

4:3 Adjustment of Assigned Time

4:3.1 Any unit member in the bargaining unit who is required to work an average of fifteen (15) minutes or more per day in excess of the regular part time assignment for twenty (20) consecutive days including paid leaves and holidays, excluding vacation, shall have the assignment permanently adjusted upward to reflect the longer hours, effective with the next pay period. In situations that have been identified, in writing, at the beginning of the period, as being temporary, this adjustment in assigned time shall not be permanent.

Leave and holiday pay for the unit member who is assigned extra time will be based on the unit member's regular assignment, not the additional hours, during the temporary/short-term increase in time. If a part-time unit member's average paid time, excluding overtime for which the unit member receives compensation at a rate at least equal to time and one-half, exceeds his average assigned time by fifty (50) minutes or more per working day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid per working day in the preceding quarter, excluding overtime.

4:3.2 For bus drivers, who are required to work in excess of their regular part-time assignment, temporary, as used above, shall be defined as short-term. Short-term assignments are situations that have a beginning and approximate ending date and are not of an on-going nature. Situations that may arise that could be defined as short time: children living with foster parents, class balancing, joint physical custody or guardianship, mainstreaming, disciplinary transfer, and road work detours. If additional situations arise that should be classified as short-term, those situations can be added to the list upon mutual Agreement of CSEA and the District.

Short-term assignments for bus drivers will be added to a route in the manner described in section No. 2 of the Memorandum of Understanding (MOU) (Appendix I) between CSEA and the District dated September 15 and September 22, 1994. The driver currently on that route will be notified of the expected duration of the extension in writing by the Supervisor or his/her designee using the Route Bid form (Appendix E).

ARTICLE 4. HOURS AND OVERTIME

(continued)

The short-term assignments for bus drivers shall be for a duration of not more than sixty (60) workdays, including paid leaves and holidays. If the assignment is expected to go beyond the sixty (60) day period, CSEA and the District may agree to extend the short-term assignment for an additional twenty (20) workdays. In the event that extenuating circumstances exist, the District shall negotiate with CSEA to extend the period.

4:4 Lunch Period

All **unit members** who work five (5) hours per day or more are entitled to an unpaid lunch period. The immediate supervisor, after consultation with the **unit member**, shall determine the length of the lunch period which shall be no longer than one (1) hour nor less than one-half ($\frac{1}{2}$) hour and shall be scheduled at or as near as possible to the midpoint of each work shift. The lunch period shall be uninterrupted and duty free except in cases of emergency where there is imminent danger to life or property. **Unit members** shall be entitled to leave the work site during the lunch break. Night custodians may be required to remain at the work site during the one-half ($\frac{1}{2}$) hour lunch break. If they are, they shall be compensated for one-half ($\frac{1}{2}$) hour at the overtime rate. The night custodians will be given reasonable notice of any change in the lunch period.

4:5 Rest Periods

Except in cases of emergency, uninterrupted rest periods shall be granted to **unit members**. When interrupted, unused rest time shall resume immediately after the emergency needs are satisfied. Periods of fifteen (15) minutes before the lunch break and again after the lunch break shall be granted to full time employees. **Unit members** working four (4) hours or more and less than seven and one-half ($7\frac{1}{2}$) hours per day shall be entitled to one rest period. Certain specified times for breaks may be assigned by the immediate supervisor.

4:6 Overtime

Overtime shall only include work authorized in advance and approved by the immediate supervisor/designee.

4:6.1 For purposes of computation and compensation, overtime worked shall be recorded by the Human Resources Office in quarter hour increments where any time served in excess of the quarter hour shall qualify the **unit member** for an additional quarter hour credit.

4:6.2 The **unit member** shall have the right to refuse any overtime request except in those cases where there is imminent danger to life or property or urgent needs for continuation of the educational program of the District. No negative implications or reprisals shall be exercised against the **unit member** as a result of a refusal to serve overtime hours.

4:6.3 Holiday Overtime

With the exception of the Maintenance Stand-by Program or the voluntary consent of the affected **unit member** or cases of imminent danger to life or property, overtime shall not be called during scheduled or declared holidays.

ARTICLE 4. HOURS AND OVERTIME

(continued)

4:6.4 Compensation for Overtime

Compensation for overtime shall be as follows:

4:6.4a Compensation shall be allowed for overtime work in excess of eight (8) hours in one day and in excess of forty (40) hours in one week at a rate equal to one and one-half (1 ½) times the regular rate of pay.

4:6.4b **Unit members** who work less than seven (7) hours a day shall be paid at their regular rate of pay for additional time up to eight (8) hours per day. **Unit members** having an average work day of four (4) hours or more during a work week, who work five (5) consecutive days, shall be paid overtime if required to work the sixth (6th) or seventh (7th) day.

A unit member having an average workday of less than four (4) hours during a workweek shall be paid overtime for the seventh (7th) day following the commencement of the workweek.

4:6.4c **A unit member** may request the method by which overtime shall be compensated (cash or compensating time off); the District will comply whenever possible.

4:6.4d All compensated time off will be recorded on a classified extra hire timesheet and signed by a supervisor and submitted to Human Resources monthly.

4:6.5 Allocation of Overtime

Consistent with the needs of the District and the safety of the students, the District shall attempt to allocate overtime equally among the unit **members** within each department. In positions where overtime can routinely be expected, and is necessary to complete the required work in a timely manner, a general preapproval of overtime shall be discussed between the **unit member** and the **unit member's** immediate supervisor. This process should be initiated at the onset of each school year to minimize problems related to getting timely preapproval. If approved, the preapproval shall be in writing by the supervisor with notification to the **unit member** and Human Resources, shall include the number of hours approved, and shall not commence until the supervisor signs off on the preapproval documentation.

4:6.5a Except as described below, the District shall attempt to allocate overtime equally among bargaining unit members within each department or school site, consistent with the needs of the District and the safety of the students.

4:6.5b Overtime related to non-emergency use of facilities by outside, non-District groups:

1) Upon initial employment, each custodian shall complete and submit to Human Resources the Overtime Opt Out form. At any time after submitting the form, a custodian may change his/her request by submitting a revised form to Human Resources (see Appendix F). The District shall develop two seniority lists for employees in the custodian job classification who have opted to be offered overtime, one for each school site and one District-wide. These lists shall be called, respectively, the Site and District-wide Overtime Seniority List, and shall be maintained by the District designee. The

ARTICLE 4. HOURS AND OVERTIME

(continued)

lists shall include the **unit member's** name and seniority date, date and location of the overtime event, the date overtime was offered, and either accepted or rejected. (App. G)

2) The District designee shall offer authorized overtime work first to custodians at the school site on the basis of seniority. Each **unit member** shall be selected in turn according to his/her place on the Site overtime seniority list by rotation. The District designee shall note the offer and acceptance or rejection on the site overtime seniority list.

3) If no custodian at the site accepts the overtime offer, the overtime shall be offered to another custodian on the District-wide overtime seniority list. Each **unit member** shall be selected in turn according to his/her place on the District-wide overtime seniority list by rotation. The offer and acceptance or rejection shall be noted on the District-wide overtime seniority list.

4) A **unit member** requesting to be skipped when offered overtime shall not be rescheduled for overtime work until **their** name is reached again in orderly sequence.

5) The Site and District-wide overtime seniority lists shall be available for inspection by representatives of CSEA upon request.

4:7 Shift Differential Compensation

Full time **unit members** whose assigned work shift commences at three o'clock (3:00) p.m. or after shall receive a shift differential in the form of an assigned shift of seven and one-half (7 ½) hours for which the employee shall be paid for eight (8) hours at the regular rate. Such **unit members** shall be considered as eight (8) hour employees for all other intents and purposes including computations for seniority, absence from duty, and retirement credits. When evening employees are temporarily assigned to the day shift for periods of twenty (20) workdays or less, they will continue to receive the shift differential. When evening employees are assigned to the day shift during summer recess, the regular shift shall be eight (8) hours.

4:8 Compensating Time Off

Compensating time at overtime rates shall be taken at a time mutually acceptable to the **unit member** and the District within twelve (12) calendar months after it is earned. **Unit members** shall be notified on a quarterly basis of compensating time that must be taken during the next quarter. When it is not possible for **a unit member** to be permitted to take that time off by the end of the twelve (12) months, the District shall pay the **unit member** in cash for all such time. In addition, when **a unit member** changes location and/or program, the District shall pay the **unit member** in cash for all compensating time earned but not taken. All such time shall be paid at the appropriate overtime rate and based on the **unit member's** rate of pay at the time earned.

4:9 Minimum Call-in Time

Any **unit member** called in to work on a day when the **unit member** is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay in accordance with this Contract.

ARTICLE 4. HOURS AND OVERTIME

(continued)

4:10 Call-back Time

Any **unit member** called back to work after completion of their regular assignment shall be compensated for at least two (2) hours of work at the appropriate overtime rate, irrespective of the actual time, less than that required to be worked. The start time shall begin at the time the **unit member** is called by **the** supervisor to report for duty.

4:11 Maintenance Stand-by

Stand-by time shall begin at three-thirty (3:30) p.m. on Friday and end at three-thirty (3:30) p.m. the following Friday and shall include all time the Operations Division is closed. **Unit members** on stand-by shall receive a stipend of three hundred dollars (\$300) per week. All callback time shall be paid in accordance with Section 4:10 of this Contract. **A unit member on stand-by must be able to respond promptly and perform the duties of their job if called. These unit members will be eligible to submit for mileage in accordance with Article 3:5.4.**

4:12 Bus Drivers & Mechanics

4:12.1 Bidding of Bus Routes & Workday/Hours

Bus drivers shall bid on District established routes at the beginning of each school year according to seniority and shall be paid according to the time established for each route. Each route shall allow at least thirty (30) minutes at the beginning of the route for a safety check and at least fifteen (15) minutes at the end of the route for clean-up. **Mail delivery throughout the District shall be placed on one or more route bids as part of an established route. Routes shall be finalized by the end of the fourth (4th) week of instruction. Routes will vary in time but all bus drivers shall be paid for a minimum of six (6) hours per day. All drivers shall be assigned additional transportation-related duties, to meet the six (6) hours workday. A list of representative “additional transportation-related duties” shall be developed between the parties. This shall be the base assignment for each driver’s regular workdays/hours at the start of each school year: Drivers shall not be required to work beyond a base assignment if that Driver chooses to limit their work day to a six-hour base assignment. This base assignment may be increased upward if after the initial bid the amount of time for a route increases. Total time shall not be adjusted downward during the school year in the event route time decreases after bidding, however, management may continue to assign additional transportation-related duties to meet the total time.**

Drivers shall be notified by mail at least two (2) weeks prior to school starting and assigned a specific day and time to bid on available routes according to seniority.

After the bidding selection is completed and the time is established for each chosen route, drivers **shall** do a dry run of the route **at the same time the route is scheduled to run during the school year.**

Any new students or runs that need to be added after bidding is done shall be assigned to the route(s) that are less than six (6) hours and/or can best accommodate the timing and placement. Once all routes

are at or above six (6) hours, new students or runs will be added to routes based upon logistics. In the event that the student or run can be added to multiple routes, the student or run will be added based upon seniority.

ARTICLE 4. HOURS AND OVERTIME

(continued)

At the end of the fourth week of instruction, the routes become finalized. There will be an opportunity to rebid. The rebidding of route selection shall be done according to seniority.

All field trips will be offered by seniority on a rotation. It is understood that certain trips require the ability to use particular equipment or possess specific qualifications.

Contracted hours will revert back to six (6) hours per day at the beginning of each school year.

4:12.1.1 All drivers will be provided fringe benefits according to their hours in paid status.

4:12.2 Lay-over Time

When a school bus driver has sixty (60) minutes or less of layover time between a scheduled bus run and a field trip, the driver shall be paid for up to sixty (60) minutes of lay-over time. When a bus driver has thirty (30) minutes or less of layover time between regularly scheduled bus runs, the driver shall be compensated for the actual layover time up to a maximum of thirty (30) minutes in quarter hour increments.

4:12.3 Split Shift Differential

Bus Drivers whose assigned shift of four (4) or more hours contain one or more periods of unpaid time which total exceeds one hundred twenty (120) minutes shall be paid a shift differential premium of three and a half percent (3 ½%) above the regular rate of pay. **Drivers doing a midday run as extra duty shall not lose their shift differential.**

4:12.4 Drivers Stand-by

Drivers on trips shall be paid at their appropriate rate of pay in accordance with this Article of the Contract for any stand-by time. Such stand-by time shall include when drivers ride along on a long trip in order to drive part of the trip.

4:12.4.1 Notwithstanding any other provision of this Contract, if a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning. These District-related duties include, but are not limited to, driving, maintaining, or safeguarding District vehicles or equipment, as well as supervision of passengers on or off provided transportation.

4:12.5 Mechanic Stand-by

A mechanic will be compensated to monitor the Transportation Department radio system when buses are traveling after four-thirty (4:30) p.m. on workdays and during the hours when buses are traveling on weekends and holidays. **Unit members** on bus service stand-by shall receive a stipend of one hundred dollars (\$100). Callback and call-in time will be compensated as described in Section 4:10 and 4:11. A mechanic on stand-by shall **be able to respond promptly and perform the duties of their job if called. These unit members will be eligible to submit for mileage in accordance with Article 3:5.4.**

ARTICLE 4. HOURS AND OVERTIME

(continued)

Mechanic stand-by procedure will be done strictly on a voluntary basis. **Unit members** will be requested by the mechanic coordinator on a daily, as needed basis to monitor the Transportation Department communication. Such requests shall be made on a rotational basis as the need arises.

4:13 Translation Stipend

The District shall pay additional compensation to Unit Members whose regular job description does not include translation services and who in the course of their regular job duties are asked to provide translation services for the District in a language other than English.

Such Unit Members may provide translation services, with the prior approval of the administrator requesting these services. Services include but are not limited to verbal translations for conferences and meetings, written translations for school to home communications, and other day-to-day services approved by the administrator requesting these services.

A time sheet shall be maintained by the Unit Member for bilingual translation services, indicating the time of day, the amount of time and type of bilingual service provided. The time sheet shall be approved by the administrator requesting these services.

When providing approved translation service during the Unit Member's regular work hours, the Unit Member shall be paid an additional half ($\frac{1}{2}$) time their regular hourly rate. Hours worked after the **unit member's** regular work hours shall be paid at a rate equal to one and one-half ($1\frac{1}{2}$) times the unit member's regular rate of pay.

4:14 Clocking In/Out

Given the difficulty of monitoring employees who work a non-traditional schedule, night custodians (for shifts beginning after 12:00 pm) are required to "clock in" and "clock out" at the beginning and end of their shift through a District provided system. Documented time will only be used to ensure **unit members** are starting and ending their assigned shift on time and will not serve in any capacity for additional compensation, unless otherwise approved. This practice will not be precedent setting.

ARTICLE 5. EMPLOYEE BENEFITS

5:1 **Unit members** working one-half (½) time or more are eligible to receive health and medical benefits. **Unit members** working less than one-half (½) time are not eligible for health and medical benefits.

5:1.1 Domestic Partner

A domestic partner is entitled to receive health benefits as outlined in Article 5:1, to the extent permitted by federal and state law. In order to qualify for coverage of the domestic partner, the **unit member** and domestic partner must complete, sign and file with Human Resources Department an affidavit, which includes the following basic requirements among others:

1) They have executed a Declaration of Domestic Partnership (available from the Marin County Clerk’s Office) and filed such form with the County Clerk or have it notarized and witnessed, both conforming to the requirements of Marin County Ordinance No. 3140. A copy of the Declaration or a certificate must be submitted with the affidavit. The requirements of the Declaration or a certificate must be submitted with the affidavit. The requirements of the declaration in addition to those listed separately:

- a. both the **unit member** and the domestic partner have reached age 18;
- b. neither is married or has had another domestic partner within the previous six months, unless that domestic partnership is terminated by death;
- c. neither would be prevented under California law from marrying the other as a result of blood relationship.

2) All statements made at the time that the Declaration of Domestic Partnership was entered into remain true and both members intend them to remain true indefinitely.

3) Both members have the same principal place of residence and intend to continue to do so indefinitely.

4) Both members are economically jointly responsible to third parties for each other’s expenses for food, shelter, and medical care and this shall remain the case for at least as long as the non–employee domestic partner is covered by the medical insurance plan.

Unit members intending to cover domestic partners under the Novato Unified School District medical insurance plan should understand that as a result of applicable federal and state law, coverage of the domestic partner may not be eligible for pre-tax treatment under the District’s Section 125 (IRC) plan and this may result in imputed income to the **unit member**. Additionally, the domestic partner will not be eligible for continuing coverage through the District under the federal group continuation law known as “COBRA” or any other law.

A unit member must obtain from the Human Resources Department an Affidavit for Enrollment of a Domestic Partner and a Medical Plan enrollment form. These forms must be completed and returned to the Human Resources Department, along with proof of the Declaration of Domestic Partnership during the open enrollment period or within thirty (30) days of the declaration of domestic partnership. The domestic partner must enroll in the same plan as the **unit member**.

5:2 For the duration of this Contract, the District shall provide the following benefits:

ARTICLE 5. EMPLOYEE BENEFITS

(continued)

5:2.1 Delta Dental Service to include orthodontics for **unit members** and dependents (required).

5:2.2 Vision service for **unit members** and dependents (required). Vision coverage shall be that provided by Vision Service Plan.

5:2.3 Health benefits for employees and dependents shall be provided through a group practice Health Maintenance Organization (HMO), an individual practice HMO or other comparable health plans. Representative(s) of the CSEA shall have the opportunity to give input as to the health service carriers.

5:2.4 The **following** maximum monthly contribution by the District (i.e. District cap) to medical coverage for each **unit member** shall **become effective July 1, 2023. Premium rates and district contribution information is outlined in Appendix C.**

- Employee Only \$650.00
- Employee + 1 \$1100.00
- Employee + 2 or more \$1300.00

5:3 The District shall maintain a Health Benefits Committee comprised of representatives from CSEA to study cost containment.

The District will notify CSEA with thirty (30) days of notice of any premium changes from any health carrier.

5:4 Health Insurance Proration

The contribution by the District to medical coverage for each **unit member** shall be prorated as follows:

5:4.1 **Unit members** working six (6) hours or more per day shall be considered full-time for purposes of the District's contribution. Such **unit members** shall receive the benefit of one hundred percent (100%) of the maximum District contribution per month toward health benefits. (See Appendix D, Classified Medical Benefit Plan)

5:4.2 **Unit members** working four (4) through five and three quarters ($5\frac{3}{4}$) hours per day shall receive the benefit of fifty percent (50%) of the maximum District contribution per month toward health benefits. (See Appendix D, Classified Medical Benefit Plan)

5:5 The District agrees to make a Section 125 Plan available to all classified **unit members**.

5:6 Unit Members on leave without pay including those on approved Family Medical Care Leave are eligible to continue their health, dental, and vision benefits while on leave provided they prepay the premiums on a monthly basis. Unit Members on approved Family and Medical Leave will continue to receive the District contribution to their benefits.

5:7 Staff working Summer School and Alternate Calendars have assurance that staff will maintain same level of benefits as staff on regular calendar, per Section 45102 of the California Education Code.

ARTICLE 5. EMPLOYEE BENEFITS

(continued)

5:8 Retiree Fringe Benefits

The District will make a contribution up to two hundred dollars (\$200) per month for payment of health (medical, dental, vision) insurance premiums for a retiring classified **unit member** until the retired **unit member** reaches sixty-five (65) based on the following conditions.

That the actively employed unit member must be fifty-five (55) years of age or older and has been a classified **unit member** of the District for fifteen (15) years immediately preceding retirement. If a classified **unit member** has worked between five (5) and fifteen (15) years, or less than a full time immediately preceding retirement, the **unit member** will be eligible for a prorated **FTE** share of the two hundred dollars (\$200) contribution. **Unit members** working six (6) hours or more per day shall be considered full time for purposes of the District's contribution (see 5:4.1). Premium costs in excess of the District contribution must be prepaid to the District by the **retiree** on a monthly basis. If excess premiums are not prepaid, coverage will be terminated.

ARTICLE 6. HOLIDAYS

6:1 Unit members shall be allowed fifteen (15) holidays with pay if within paid status. The fifteen (15) paid holidays include the twelve (12) listed below in section 6:1.1, and an additional three (3) local holidays the placement of which shall be determined pursuant to 6:2.

6:1.1

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Day Before Thanksgiving	Fourth Wednesday in November
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25

6:2 The holidays shall be established as a result of recommendations made by a calendar committee composed of at least two classified unit members and other District representatives. The committee's recommendation is sent to the Governing Board for approval. The Calendar committee shall commence meeting no later than January of each year.

6:3 When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

6:4 Additional Holidays

Every day declared by the President or the Governor of this State as provided in subdivision b and c of Section 37220 for a public fast, Thanksgiving, or a holiday, or any day declared a holiday under Education Code Sections 45203 or 37220 for classified or certificated employees shall be a paid holiday for all unit members.

6:5 Holiday Eligibility

Except as otherwise provided in this Article, unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Unit members who are not normally assigned to duty during winter or spring recess shall be paid for those holidays falling within those periods provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

6.6 Staff working Summer School and Alternate Calendar have assurance that staff will maintain same level of benefits as staff on regular calendar, per Section 45102 of the California Education Code.

ARTICLE 7. VACATION

7:1 General Provisions

7:1.1 Vacation shall be posted for use on a monthly basis. Vacation shall not become a vested right until completion of the probationary period of employment. Vacation earned during the probationary period shall be posted for use after completion of the probationary period.

7:1.2 Vacation Carryover

Vacation time earned by June 30 of one year shall be taken before August 31 of the following year. A Unit member may elect to carryover a maximum of fifteen (15) days or the number of days accrued in the current year, whichever is greater.

7:1.3 When a unit member terminates employment with the District for any reason, the unit member shall be paid at their regular rate of pay for all vacation earned. Unit members who have not completed the initial probationary period of employment shall not be entitled to such compensation.

7:1.4 If a unit member's vacation becomes due during a period when on leave due to illness or injury, the unit member may request that the vacation date be changed and the District, subject to mutual agreement, shall grant the request in accordance with vacation dates available at that time.

7:1.5 If unit member, while on vacation, becomes ill or requires hospitalization, or is eligible for a bereavement leave, and supplies supporting evidence, these days shall be changed to the appropriate leave type and the affected vacation leave shall be credited to the unit member's account.

7:1.6 Holidays shall not be counted as vacation days.

7:1.7 Vacations are considered as a vested and earned right of the unit member and as such shall be granted at the unit member's request insofar as possible within the District's work requirements. A unit member who wishes to accumulate vacation days for a special event in the following year must submit such notification to their supervisor as stated in Article 7:1.2.

7:1.8 Vacation requests by classified staff shall be submitted to site administrator through an absence tracking system in order to be considered. Site administrators shall respond to requests for vacation within five (5) work days of the unit member's original request. In the case of site Custodial staff, vacation requests must be submitted on the appropriate form to the site administrator for approval first, and if so approved, will then be forwarded to the Operations Manager for final approval. If a vacation request is declined, the supervisor declining the request must inform the unit member in writing with a copy to Human Resources.

7:1.9 If there is a conflict between the requested vacations of two or more employees-unit members, then the employee unit member with the greatest seniority in the District shall be given preference. Such conflict cases will be reviewed on an individual basis and the final decision made by the supervisor.

7:1.10 Pay for vacation days for all unit members shall be the same as the unit member's regular rate of pay.

7:2 Vacation Allowances

The vacation time earned shall be as follows:

ARTICLE 7. VACATION

(continued)

7:2.1 First year: One (1) day per month for each full month of employment.

7:2.2 After the first year, vacation time shall be earned and accumulated at the following rates:

Years of Service Completed	10 Month Employment	11 Month Employment	12 Month Employment
1-4	10 days	11 days	12 days
5-9	14 days	15.5 days	17 days
10-20	16 days	18 days	20 days

7:2.3 After twenty (20) years of service, one (1) additional day of vacation shall be earned for each additional year of service up to a maximum of twenty-five (25) days.

7:2.4 **Unit members** working less than twelve (12) months shall have their vacation prorated in relation to twelve-month employees.

7.3 Less than Twelve Month Employees

The days of earned vacation shall be included in computing the **unit member's** annual earnings and shall be paid as a portion of each month's wages. The **unit member's** workdays each year shall be adjusted to comply with the student calendar and/or the District needs.

ARTICLE 8. ABSENCE FROM DUTY

8:1 Bereavement Leave

8:1.1 A regular **unit member** shall be granted bereavement leave at full pay in the event of the death of any member of **their** immediate family.

8:1.2 A regular **unit member** shall be granted bereavement leave at full pay for five (5) days in the event of the death of a member of **their** immediate family.

8:1.3 For the purpose of this article, members of the immediate family include: spouse, son, son-in-law, daughter, daughter-in-law, stepchild, mother, father, grandmother, grandfather, sibling, step-mother, step-father, mother-in-law, father-in-law, grandchild, legal foster parents, aunt, uncle, cousin, niece, nephew, brother-in-law, sister-in-law, domestic partner, or any person living in the immediate household.

8:1.4 **Unit members** shall be granted necessary release time for attendance at local funeral services of current or former employees of the District. Prior approval is required to ensure necessary District services. Approved leave will be charged as personal necessity leave. If approval is denied **a unit member** by the immediate supervisor, the **unit member** may appeal to the Human Resources Office.

8:2 Jury Duty/Witness Leave

8:2.1 Jury Duty

A leave with pay shall be granted to **unit members** called for jury duty in the manner provided for by law. Evening **unit members** shall have leave with pay provided the **unit member** is required to remain on jury duty after 12:00 noon. **A unit member** who receives a jury duty summons shall submit a copy of the summons. At the conclusion of jury duty, the **unit member** shall submit a statement from the Jury Commissioner's Office specifying the dates and times served. This shall be attached to the Leave and Absence Report. Payment shall be made to the District in the amount of statutory fees, which the **unit member** has received for attendance as a juror, excluding the statutory mileage fee.

8:2.2 Witness

A **unit member** shall be granted a leave with pay to appear as a witness, other than as a litigant, in a court of law or to appear before another governmental jurisdiction in response to an official order. At the conclusion of the appearance, the **unit member** granted leave shall submit a verified statement, specifying the dates and times the **unit member** appeared. This shall be attached to the Leave and Absence Report. Payment shall be made to the District in the amount of the statutory fees, which the **unit member** has received for appearing as a witness, excluding the statutory mileage fee.

8:3 Military Leave

Unit members who are members of any reserve corps of the armed forces of the United States or of the National Guard, or who are inducted, enlist, or are otherwise ordered to active duty shall be granted such leave and military leave pay as is provided by law.

8:4 Sick Leave

8:4.1 **Unit members** employed five (5) days a week by the District shall be entitled to twelve (12) days leave of absence for illness or injury, either the **unit member's** own illness or injury or

ARTICLE 8. ABSENCE FROM DUTY

(continued)

that of an immediate family member (i.e. spouse, domestic partner, child, father, mother, brother, sister, grandmother, grandfather, child, grandchild, son-in-law, daughter-in-law, or those of the unit member's spouse, or a "designated person" pursuant to Section 12945.2 of the California Government Code, (California Healthy Workplaces Healthy Families Act [HWHFA]) with full pay for a fiscal year of service. The unused portion of sick leave is cumulative from year to year without limitation.

8:4.1a "Designated person" for California's Healthy Workplaces Healthy Families Act (HWHFA) purposes means "Any individual related by blood or whose association with the employee is the equivalent of a family relationship. The Designated Person may be identified by the employee at the time the employee requests paid sick days" under the HWHFA and for Kin Care under Labor Code Section 233.

8:4.1b Unit members shall identify the designated person at the time they request the leave. Unit members may only identify one designated person per 12-month period (rolling).

8:4.1c The terms here regarding "designated person" are intended to reflect the law and do not extend leave availability beyond legal requirements.

8:4.1d All other conditions and restrictions on use of sick leave as outlined in this Article apply. This allocation is considered Kin Care leave under Labor Code Section 233, and is distinct from the sick leave allowance for Personal Necessity as outlined in Article 8:6.

8:4.2 Unit members employed five (5) days a week for less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury with pay as the number of months employed bears to twelve.

8:4.3 Unit members employed less than five (5) days a week and for less than a full fiscal year shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury with pay as the number of days they are employed per week bears to twelve.

8:4.4 Pay for any day of such absence shall be the same as the pay, which would have been received, had the unit member served during the day of illness.

8:4.5 Credit for leave of absence need not be accrued prior to taking such leave by the unit member, and such leave of absence may be taken at any time during the year. However, new District probationary employees shall not be eligible to take more than six (6) days or the proportionate amount to which they are entitled under Article 8:4.1, 2 and 3 above until the first day of the calendar month after working one hundred ten (110) days of service with the District.

8:4.6 A unit member who has exhausted all sick leave may elect to use accumulated vacation and/or compensating time off to avoid a salary deduction for absence due to illness or injury. Such leave conversion requests shall be submitted at any time prior to five (5) working days following the unit member's return to work.

ARTICLE 8. ABSENCE FROM DUTY

(continued)

8:4.7 When a unit member is absent from their duties on account of illness or accident for a period of one hundred (100) work days or less, whether or not the absence arises out of or in the course of employment of the unit member, the amount deducted from the salary due the unit member for any month in which the absence occurs, shall be 50% of base pay after all other sick leave is exhausted. This additional paid sick leave shall not exceed one hundred (100) days in the fiscal year. Said leave shall not be cumulative.

Entitlement to sick leave provisions under this section shall be used after entitlement to all regular sick leave and must be accompanied with a leave request form with medical certification of the need for absence. Use of accumulated compensatory time and vacation would be at unit member option. Provisions of this leave will be allowable under industrial accident and injury leave.

8:4.8 Except in cases of emergency, unit members shall give notice of their impending absence to their supervisor or designee two (2) hours prior to the beginning of their established work shift. All unit members shall submit to their site administrator through 1) an absence tracking system, AND 2) via phone, text or email. Except in cases of emergency, custodians shall give notice two (2) hours prior to the beginning of the work shift to their site administrator AND Operations Manager through 1) an absence tracking system, AND 2) via phone, text or email.

8:4.9 Unit members shall indicate their intention to return to work the following day by contacting their supervisor or designee before the close of the workday. Evening employees shall notify by 10: 00 a.m. on the day of their return to work.

8:4.10 If a unit member fails to give notice within the time specified of their 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 this amount shall be deducted from the unit member's salary for that month, or, at the option of the unit member, one day of vacation, compensating time off, or sick leave shall be deducted.

8:4.11 A sick leave day, once commenced, may not be reinstated as a working day unless approved by the supervisor. Medical appointments for a portion of the workday may be taken as sick leave.

8:4.12 Payment for sick leave shall be authorized by the submission of the completed district attendance form by the school or department. Any unit member may voluntarily submit an Approval for Leave form signed by the unit member and the supervisor following the use of sick leave.

8:4.13 The district may require certification from a physician or other proof of illness for days of absence due to illness or accident. This will be required only when the absence exceeds five (5) consecutive workdays or when there has been specific indication that sick leave has been abused.

8:4.14 After a unit member has been absent for five (5) or more consecutive workdays, the District may require certification from a physician as to the unit member's fitness to return to work.

8:4.15 When, and only when, a unit member's fitness for duty is determined by the District to be marginal and threatening the unit member's effectiveness on the job, an examination by a physician may be requested by the District. The physician shall be selected jointly by the unit member and the District. In the event that the District and the unit member are unable to agree upon a physician, a doctor shall be selected by the County Medical Association and

ARTICLE 8. ABSENCE FROM DUTY

(continued)

both parties shall be bound by that decision. The **unit member** shall authorize the examining doctor to release the results of the examination to the District. The District shall pay the cost of such an examination.

8:5 Industrial Accident and Illness Leave

8:5.1 **Unit members** shall be allowed up to sixty (60) working days leave for the same accident or illness.

8:5.2 Allowable leave shall not be cumulative from school year to school year.

8:5.3 Industrial accident or illness leave shall commence on the first day of absence. In the event a **unit member's** claim for worker's compensation is ruled to be non-work-related, any industrial leave granted will be reimbursed to the District either through sick leave, vacation, compensating time off, or salary deduction.

8:5.4 Payment for wages lost on any day shall not, when added to an award granted the **unit member** under the worker's compensation laws of this state or under the terms of an independent insurance carrier, exceed the normal wage for that day.

8:5.5 Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation or the District's self-insurance.

8:5.6 When entitlement to industrial accident or illness leave has been exhausted; entitlement to any other accrued leave shall then be used. However, if the **unit member** is receiving worker's compensation, the **unit member** shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation, or other available leave which, when added to the worker's compensation award, provides for a full day's wage or salary.

8:5.7 During all paid leaves of absence under this section, whether industrial accident leave, sick leave, vacation, compensating time off, or other available leave provided by law or the action of the Board of Trustees, the **unit member** shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this State or the District's self-insurance program. The District, in turn, shall issue the **unit member** appropriate warrants for the payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

8:5.8 When all available leaves of absence, paid or unpaid, have been exhausted and if the **unit member** is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's 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 the person shall be listed in accordance with appropriate seniority regulations.

8:5.9 Any **unit member** receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless directed otherwise by the attending physician to seek medical treatment, or unless the Superintendent or designee authorizes travel outside the state.

ARTICLE 8. ABSENCE FROM DUTY

(continued)

8:5.10 An **unit member**, who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.

8:6 Personal Necessity Leave

A **unit member** may use, at **the unit member's** election, during any fiscal year, not more than seven (7) days of accumulated sick leave for personal necessity without explanation **with the following three (3) exceptions:**

- 1) When such days are requested immediately before or after recesses or holidays.
- 2) During the first five (5) days of the school year, or
- 3) During the last five (5) days of the school year.

In these three (3) excepted cases, unit members must submit a written request for approval on the appropriate form. In the case of site Custodial staff, requests must be submitted on the appropriate form to the site administrator for approval first, and if so approved, will then be forwarded to the Operations Manager for final approval. Reasons would be for extenuating circumstances that warrant a review. For good cause, the Human Resources Administrator shall approve the leave; approval shall not be unreasonably withheld.

It is understood that personal necessity leave is used for instances of personal or professional need and will not be used for recreation/vacation time. The Superintendent or **Human Resources Administrator** has discretion and may require proof of all personal necessity.

8:6.1 Examples of personal or professional necessity include, but are not limited to:

8:6.1a Mandatory appearances in court or for consultation regarding legal matters.

8:6.1b To fulfill the requirements of adoption or guardianship.

8:6.1c To fulfill the requirements concerning the guidance of a dependent such as family therapy or appearances in juvenile court.

8:6.1d Observances of major religious holidays or retreats.

8:6.1e Business appointments where the **unit member's** attendance is required.

8:6.1f Death or serious illness of a member of the immediate family, as defined under Bereavement.

8:6.1g Accident or emergency involving the **unit member's** person or property or the person or property of the immediate family.

8:6.2 The **unit member** shall **enter absences** for personal necessity leave **through the absence tracking system or in the exceptions above, submit the appropriate form** to the immediate supervisor at least forty-eight (48) hours in advance of the intended leave day. In emergency situations,

ARTICLE 8. ABSENCE FROM DUTY

(continued)

where a written notice in advance is not possible, notification by phone will be accepted and written notice will be accepted after the leave.

8:6.3 When a unit member's sick leave is exhausted, short-term leave may be requested in instances of personal necessity.

8:7 Maternity Leave

8:7.1 Maternity Disability Leave

8:7.1a This leave commences with the onset of disablement due to pregnancy unless the unit member is on a Board approved uncompensated leave. The unit member may claim sick leave pay and/or extended disability pay for no more than that limited period of time when the unit member's physician certifies, in writing, on the form prescribed by the District, that she was actually physically disabled from performing her duties because of pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

8:7.1b Unit members shall give reasonable notice to the District of pregnancy. A unit member may continue to work until such time that the attending physician deems that her physical inability to perform her duties requires the commencement of maternity disability leave. In the event that the District wishes to verify the statement of the unit member's physician, it has the right to employ a physician of its choice.

8:7.1c A letter from the unit member's physician certifying that the employee is pregnant and the expected date of birth of the child shall accompany the request for such leave.

8:7.1d The unit member's request for such leave shall specify the inclusive dates that the unit member desires to have the leave.

8:7.2 Maternity Leave

8:7.2a Expectant mothers who wish to absent themselves from duty for reasons other than the actual physical disability prior to and following childbirth may apply for an uncompensated maternity leave. This leave shall be granted for up to a year following childbirth.

8:7.2b The unit member who intends to take such leave shall notify the District as soon as the fact of her pregnancy is established with reasonable certainty but not later than the sixth (6th) month of pregnancy.

8:7.2c A letter from the unit member's physician certifying that the unit member is pregnant and the expected date of birth of the child shall accompany the request for such leave.

8:7.2d The unit member's request for such leave shall specify the inclusive dates that the unit member desires to have leave.

8:8 Parental Leave

Classified unit members may be granted a two-day (2) paid leave for the birth or adoption of a child without loss of compensation or accrued leave time.

ARTICLE 8. ABSENCE FROM DUTY

(continued)

Parental leave is a leave for reasons of the birth of a child of the **unit member**, or the placement of a child with a **unit member** in connection with the adoption or foster care of the child by the **unit member**. The leave may also be referred to as “bonding leave” or “parental leave”.

Unit members (mothers or fathers, whether natural, adoptive, or foster parents) may take parental leave for purpose of the birth of a child of the **unit member**, baby-bonding, or the placement of a child with a **unit member** in connection with the adoption or foster care of the child by the **unit member**. Parental leave may be taken up to twelve (12) weeks during any twelve (12) month period. **Unit members** may be allowed to utilize accumulated sick leave during this time. If no sick leave is available, **unit members** shall receive differential pay if allowed under California Education Code section 4519.1.

8:8.1 Parents who wish to absent themselves from duty may request an uncompensated parental leave. This leave shall be granted for up to one year.

8:8.2 The **unit member** who intends to take such a leave shall notify the District in writing at least forty-five (45) days prior to the commencement date of the leave. This request shall include the fact that the employee has the primary responsibility for childcare.

8:9 Short Term Leave

Leaves for up to fifteen (15) working days may be granted to permanent **unit members**. There shall be a full salary deduction for such leave.

8:10 Long Term Leave

8:10.1 After seven (7) years of non-consecutive service, a **unit member** is eligible to request of the Board of Trustees, a leave of absence for a period of not more than one year. No compensation or employee benefits shall be paid for this leave. **Unit members** may come back early under Article 8:11.4 of this Contract.

8:10.2 Requests for leaves of absence to accept employment outside the District will not be approved.

8:11 Miscellaneous Provisions

8:11.1 All **unit members** on paid absence shall receive vacation, holiday, and sick leave credit, accrue seniority, and be eligible for medical and health benefits.

8:11.2 **Unit members** on unpaid leave or employees with thirty-nine (39) month reemployment rights shall, upon their return, retain seniority rights and step position on the Salary Schedule, which they held at the beginning of the leave.

8:11.3 **Unit members** on leave without pay are eligible to continue their medical and health benefits while on leave provided they prepay the premiums on a monthly basis. If premiums are not pre-paid, coverage shall be terminated.

ARTICLE 8. ABSENCE FROM DUTY

(continued)

8:11.4 A unit member may prematurely terminate an unpaid leave and return to duties with the District by notifying the District, in writing, of such intention thirty-five (35) calendar days prior to the unit member's desired date to return to work.

8:11.5 Notification of Return to District

A unit member who is on leave must give the District forty-five (45) days' notice of their intention to return to the District at the end of the leave period. Such notification shall be in the form of a letter to the Board of Trustees.

8:12 Catastrophic Leave

8:12.1 Catastrophic leave is leave with pay due to verifiable, long-term illness or injury, which clearly incapacitates the unit member or one that incapacitates a spouse or dependent minor child which requires the unit member to take time off to care for the spouse or child and creates a financial hardship for the unit member because the unit member has exhausted all sick leave and other paid leave.

8:12.2 Catastrophic leave is made available by accrued sick leave hours or accrued vacation hours donated by classified employees.

8:12.3 Unit members donating accrued vacation or accrued sick leave hours must donate in increments of whole hours.

8:12.4 Regular classified employees of the District, who have successfully completed an equivalent to one full work year, shall be eligible for this leave.

8:12.5 Catastrophic Leave Request and Verification Process

8:12.5a A unit member must submit a request to receive donated leave days under the Catastrophic Sick Leave Bank. This request must be submitted to the Human Resources Department on a prescribed Catastrophic Leave Application. If the unit member is incapacitated, this form may be completed by an immediate family member, or a person acting on behalf of the unit member, who has been authorized to do so.

8:12.5b A physician's detailed verification of the catastrophic illness/injury of the unit member or immediate family member for whom the unit member provides care, or domestic partner/companion and estimated date of return to work, if applicable, must be attached to the application. The application and attached verification are to be forwarded directly to the Human Resources Department where a determination will be made by the Catastrophic Leave Committee to approve or deny the employee's request.

8:12.5c If a physician indicates that a unit member will not be able to return to work, the employee, prior to catastrophic leave bank approval, must apply for disability or service retirement if eligible. Stress-related illness shall be excluded for catastrophic leave eligibility.

8:12.5d Unit members granted use of the catastrophic leave bank shall be considered in regular paid status during such use pursuant to approval of the committee. The maximum number of days of catastrophic leave that may be applied for through a single application for catastrophic illness or injury is one hundred sixty (160) hours. Extensions may be granted. The bank must contain at

ARTICLE 8. ABSENCE FROM DUTY

(continued)

least four hundred (400) hours for an extension to be granted. Another application must be submitted before an extension is considered.

8:12.5e Three hundred twenty (320) hours per person is the maximum allotment. A **unit** member who has received catastrophic leave days from the bank must agree to repay the days at the rate of eight (8) hours per year to the catastrophic bank in the event he/she returns to work.

8:12.5f The receipt of a donated sick leave credit through catastrophic leave as defined herein, when combined with other District income and/or income protection or disability insurance, shall not provide the recipient with a greater daily District income/monthly fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic leave.

8:12.6 To be eligible for catastrophic leave, the **unit member** must first exhaust all accrued paid leave including accrued sick leave, accrued vacation leave and compensating time off.

8:12.7 In determining the catastrophic leave benefit, any long or short term disability insurance or Social Security benefits will be considered.

8:12.8 The maximum amount of hours **a unit member** can donate per year is forty (40) hours. The hours are not revocable.

8:12.9 Upon retiring from the District, **unit members** can donate, at their option, up to a maximum of one hundred sixty (160) hours.

8:12.10 Catastrophic Leave Committee

8:12.10a The Committee shall consist of two (2) District and two (2) CSEA representatives.

8:12.10b **Unit members** may apply for benefits under this section by making written application to the Catastrophic Leave Committee. Said application shall contain the nature of the illness/injury sustained and will include a doctor's verification and prognosis.

8:12.10c The Committee will determine that:

- 1) All leaves available to the employee have been exhausted before applicant is granted Catastrophic Leave.
- 2) The application and doctor's verification is consistent with provisions outlined above.
- 3) The **unit member's** illness/injury is the type consistent with definition set forth.
- 4) The need for continuance of the Catastrophic Leave by applicant.
- 5) The donating **unit member** or **members** have not exceeded the maximum amount of donated time.

ARTICLE 8. ABSENCE FROM DUTY

(continued)

8:12.11 Catastrophic leave provisions shall not be subject to the grievance procedure.

8:12.12 The provisions of this section will be reviewed annually.

8:12.13 All information shall be held in the strictest confidence and maintained in the Human Resources Office.

8:13 Unauthorized Absences

8:13.1 An unauthorized absence occurs when a unit member is absent from assigned duty without proper notice and a valid reason as required by the CSEA/NUSD Agreement and/or District procedures.

8:13.2 Unit members who are absent without authorization are subject to disciplinary action up to and including dismissal.

8:13.3 A unit member who is absent without authorization for five (5) days and who fails to respond to District contacts and/or provide satisfactory information regarding the basis for the absence, will be subject to dismissal. In this case, the District will provide the unit member with notice of, and charges, which form the cause for the pending dismissal and will give the unit member five (5) workdays from the date the notice was received, within which to respond to the charges and request a hearing. The notice will be sent by certified, return receipt requested mail to the unit member's last known address. If the notice is undeliverable, the effective date of notice will be deemed to be the postmark on the certified mail receipt. If the unit member fails to immediately return to work or provide a satisfactory reason for failing to return to work, and/or fails to respond to the notice, the unit member will be deemed to have waived their right to a hearing. The Governing Board may dismiss the unit member at its next scheduled meeting, effective immediately.

ARTICLE 9. CLASSIFIED EMPLOYEE ORGANIZATION

9:1 Rights and Privileges of the CSEA

9:1.1 The following services are provided for the CSEA:

9:1.1a A bulletin board or a specific bulletin board space of reasonable size agreed to by the CSEA site representative and the site administrator shall be reserved in each staff room, district wide, for the sole use of posting CSEA notices and communications.

9:1.1b Use of school mail, including e-mail, to carry CSEA communications.

9:1.1c Reasonable access to **unit members** at their place of assignment when such access will not interfere with assigned duties of **unit members**.

9:1.1d Permission to use school facilities, when not otherwise used for educational purposes, or previously reserved by another agency, without charge, for CSEA meetings, subject only to submission of the standard application in accordance with Board rules and regulations.

9:1.1e Non-confidential information relating to employer-employee relations, salaries, budget, District Finance, and other data appropriately of interest and concern to the CSEA, shall be provided by the District to CSEA, upon request.

9:1.1f A list of current **unit members** shall be provided reasonably on request. **Unit member's** address shall also be given unless the **unit member** has authorized the District, in writing, to withhold it.

9:1.1g CSEA may provide informational material about the organization to be distributed to new **unit members** by the Human Resources Office.

9:1.1h The right to conduct quarterly orientation sessions on this Agreement and the rights and privileges of employees in the work site for bargaining unit **members** during regular working hours at a time established by the Human Resources Office. These orientation sessions will be held jointly with the District when appropriate.

9:1.2 The CSEA has the right to conduct a ratification session on this Contract for bargaining unit **members** during regular working hours.

9:1.3 **Unit members** who are elected or appointed as state, regional, or local representatives of the CSEA shall be granted release time for the purpose of attending the CSEA state conference. This shall be limited to a total of five (5) days per year each for a maximum of three (3) **members**.

9:1.4 When matters of concern to the Chapter and the District require the attention of the CSEA President, **the President** shall be allowed release time to conduct such business of the Chapter. Before taking such leave, notification must be given to the President's supervisor so that a mutually agreed to time can be arranged. Such time taken shall be limited to no more than ten (10) hours per month and shall be logged by date, time, and reason turned in monthly to the Human Resources **Administrator**.

ARTICLE 9. CLASSIFIED EMPLOYEE ORGANIZATION

(continued)

9:1.5 When matters of concern to the Chapter require the attention of the CSEA **1st Vice President or** Chief Job Steward, **they** shall be allowed release time to conduct such business of the Chapter. Before taking such leave, notification must be given to the Chief Job Steward's supervisor so that a mutually agreed to time can be arranged. Such time taken shall be limited to no more than **five (5)** hours per month **each** and shall be logged by date, time, and reason turned in monthly to the Human Resources **Administrator**.

9:2 Organizational Security

9:2.1 The CSEA shall have the sole and exclusive right to have membership dues deducted from unit **members** by the District.

9:2.2 The District shall, upon appropriate written authorization from any **unit member**, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable organization contributions, or other plans or programs jointly approved by the CSEA and the District.

9:2.3 The District shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

9:2.4 CSEA informational material, as provided to the District by CSEA, shall be dispensed to the new employees during the course of enrollment procedures.

9:3 Dues Deduction

9:3.1 The District shall deduct, in accordance with the current dues schedule, dues from the wages of all **unit members** who are members of the CSEA on the date of the execution of this Contract.

9:3.2 The District shall deduct dues, in accordance with the current dues schedule, from the wages of all **unit members** who, after the date of execution of this Contract, become members of the CSEA.

9:3.3 The District shall immediately notify the CSEA Chapter President if any member revokes a dues authorization.

9:3.4 Each **unit member** covered by this Agreement who, on the effective date of this Agreement is a member of CSEA, and each **unit member** covered by this Agreement who becomes a member after that day, shall maintain membership in CSEA during the term of this Agreement.

9:4 Distribution of Contract

Within thirty (30) days or within a mutually agreed time after the signing of this Contract, the District shall provide without charge a copy of this Contract to every **unit member** in the bargaining unit. Any **unit member** who becomes a member of the bargaining unit after the execution of this Contract shall be provided with a copy of this Contract by the District without charge at the time of employment. Each **unit member** in the bargaining unit shall be provided by the District without charge a copy of any written changes agreed to by the parties to this Contract during the life of this Contract.

ARTICLE 10. PERSONNEL FILES

10:1 The personnel file of each **unit member** shall be maintained at the District's Central Administration Office.

10:2 The **unit member's** personnel file shall be made available for review by the **unit member** involved. If desired, the **unit member** may be accompanied by a representative while making this examination. The examination shall be made in the presence of the administrator or designee.

10:3 The request to inspect the file shall be made at a time when the **unit member** is not actually required to render service to the District.

Copies of materials in the **unit member's** personnel file shall be provided to the **unit member** upon request.

10:4 Information or statements of a derogatory nature, except material obtained for the purposes of hiring, shall not be entered or filed unless and until the **unit member** is given notice and an opportunity to review and comment thereon within ten (10) working days.

A unit member shall have the right to enter comments and have them attached to any such derogatory statement. Such review shall take place during normal working hours and the **unit member** shall be released from duty for this purpose without loss of pay.

10:5 Information or statements of a derogatory nature shall be placed in the personnel file within six (6) months of the occurrence of the incident upon which it is based. Evaluations may refer to material, which has been placed in the personnel file during the evaluation period.

10:6 Anonymous materials shall not be placed in personnel files.

10:7 All material placed in **a unit member's** personnel file shall be dated.

10:8 Information of a positive nature shall be placed in **a unit member's** file as determined by the Administrator of Human Resources, such as indications of special competencies, achievements, performances, or contributions of an academic, professional, or civic nature. Material of a similar nature received from responsible outside sources shall also be included in a unit member's file. Copies of such material shall be provided to the unit member.

ARTICLE 11. GRIEVANCE PROCEDURES

11:1 Definitions

11:1.1 A "Grievance" is an allegation that the grievant has been directly and adversely affected by an interpretation, application, or violation of this Contract.

11:1.2 A "Grievant" may be a unit member, the CSEA, or the CSEA on behalf of a unit member, provided, however, that the grievance involving a unit member's rights shall not be filed unless there is a unit member whose rights have allegedly been aggrieved.

11:1.3 A "Day" shall indicate a regular workday for the District Central Administration Office.

11:1.4 "Limitations": Actions to challenge or change the general policies of the District as set forth in the rules and regulations or the administrative regulations must be taken under separate process. Other employer-employee relation matters for which specific methods of review or remedy are prescribed by law are not covered by the procedures of this Article unless specifically provided in this Contract.

11:2 Level I and II

11:2.1 Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor. If the grievant is not satisfied with the decision at the informal conference, the grievant may present directly or through the job representative, the grievance in writing on the prescribed form to the immediate supervisor. This shall occur within thirty (30) days after the grievant knows or should have known of the occurrence of the act or omission-giving rise to the grievance.

11:2.2 This statement shall be a clear, concise statement of the grievance, the specific section of the Contract allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

11:2.3 The immediate supervisor shall communicate the decision in writing to the grievant and the CSEA within fifteen (15) days after receiving the grievance.

11:3 Level III

11:3.1 In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the form prescribed by the District to the Superintendent or designee, within ten (10) days after receiving a decision from Level II.

11:3.2 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.

11:3.3 The Superintendent or designee shall communicate the decision in writing to the grievant and the CSEA within fifteen (15) days after receiving the appeal.

11:4 Level IV - Mediation

ARTICLE 11. GRIEVANCE PROCEDURES

(continued)

11:4.1 In the event the grievant is not satisfied with the decision at Level III, the grievant may appeal the decision on the form prescribed by the District to mediation, within ten (10) days after the receipt of the decision from the Superintendent/designee.

11:4.2 The grievant and the District shall request the services of a mediator from the State Mediation/Conciliation Service (SMCS). In the event that SMCS is unable to provide the services of a mediator, the parties shall meet to select a mutually agreeable mediator. If the parties are unable to identify an agreeable mediator whose services are free of charge, the parties may either agree to share the charges equally or waive mediation. CSEA may then submit the grievance to arbitration.

11:4.3 The mediator shall attempt to resolve the grievance by exploring settlement options with the parties.

11:5 Level V – Arbitration

11:5.1 If the parties were unable to reach resolution at Level IV, the grievant may request CSEA to submit the grievance to arbitration within ten (10) days following the final mediation session. If CSEA does not appeal Level IV to arbitration, the grievance shall be considered withdrawn.

11:5.2 The parties shall select a mutually agreeable arbitrator. In the event they are unable to agree on an arbitrator within ten (10) days of CSEA's submission of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service. If the grievant and the Superintendent cannot agree on the arbitrator from the list, each party shall alternately strike names until only one name remains.

11:5.3 The arbitrator shall conduct a hearing at which both parties may present evidence. After completing the hearing, the arbitrator shall prepare a report listing the issues, the pertinent facts, and the proposed decision. This report shall be sent to the Board of Trustees, CSEA, the grievant, and the Superintendent. The cost of the arbitrator and the arbitration process shall be borne equally by CSEA and the District.

11:5.4 The decision of the arbitrator shall be final and binding on both parties.

11:6 Miscellaneous Provisions

11:6.1 No reprisals of any kind shall be taken by the Board of Trustees or by any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant thereto.

11:6.2 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

11:6.3 During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition shall not be made known to the non-school public without the written consent of all parties.

11:6.4 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given. The specified time limits in this procedure may be extended by mutual agreement in writing between the parties.

ARTICLE 11. GRIEVANCE PROCEDURES

(continued)

11:6.5 Failure by a grievant to appeal a decision within the specified time limit shall be deemed an acceptance of the decision.

11:6.6 A grievance that is not in the jurisdiction of the immediate supervisor may be submitted by the CSEA at Level III.

11:6.7 Forms for filing grievances, reports, and any other necessary documents shall be jointly prepared by the CSEA and the Personnel Office.

11:6.8 Either party may be accompanied by a representative of his/her own choosing at any level of the procedure.

11:6.9 The grievant, representative, and any necessary witness shall be granted release time to attend any hearing or conference required by this grievance process.

11:6.10 A unit member covered by this Contract may present a grievance directly and have such grievance adjusted without intervention of the CSEA as long as the adjustment is not inconsistent with the terms of this Contract. The CSEA shall be provided with copies of any grievances filed by unit members directly and any responses by the District. Prior to the resolution of any grievance, the CSEA shall be provided with a copy of the proposed resolution for review. The CSEA shall be given an opportunity to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Contract shall be subject to the grievance procedure.

11:6.11 Group Grievances: If the grievance involves unit members with different immediate supervisors, the grievance may be filed at Level III.

11:6.12 If the grievance results from action or inaction at the District Office, the grievance may be submitted at Level III.

ARTICLE 12. EVALUATION

The purpose of the performance appraisal plan is to provide a systematic way of setting objectives, assessing a unit member's performance, and identifying areas for improvement and development.

12:1 Goal Setting/Observations/Data Collection

Accomplishments and results based upon goals represent an important measure of a unit member's performance.

12:1a Performance objectives/goals will be mutually established at the beginning of each performance appraisal period by the unit member and the immediate supervisor, no later than October 15, or within 30 work days in the position.

12:1b Performance objectives/goals will be written and signed by the unit member and the supervisor on the appropriate form. Goal(s) are to be specific, measurable, and results oriented with an established timeframe. At least one goal will be identified for each year.

12:1c The performance objective/goals may be amended if the performance objectives change during the performance period.

12:1d Formal and informal observations are ongoing.

12:2 Probationary Evaluation Cycle

Probationary Unit Members are evaluated twice during the one hundred and ten (110) work day probation period, on or before the fifty-fifth (55th) work day and the eighty-fifth (85th) work day. By the end of the one hundred tenth (110th) work day, permanent status will be granted or denied. Vacation and holidays are counted as part of the probation period; time spent on leave of absence, including sick days, is not counted as part of the probation period.

12:3 Termination of Probationary Employment [Moved from Article 21]

At any time prior to the expiration of the probationary period, the Superintendent or Human Resources Administrator may, at their discretion, dismiss a probationary classified unit member from District employment. A probationary unit member shall not be entitled to a hearing.

12:4 Permanent Evaluation Cycle

Permanent unit members are formally evaluated at least every two (2) years. The evaluation is based on work performed in the two-year (2) cycle.

If the evaluator and the unit member both consent, a unit member with at least five (5) complete years of services in the same classification, whose most recent two (2) evaluations have been satisfactory, may agree that the evaluation cycle may be extended for a period of up to five (5) years. The extension agreement shall be signed by both parties, be in writing and shall be placed in the personnel file. At any time, either the unit member or the evaluator may withdraw consent. If consent is withdrawn, the withdrawal shall be provided in writing to the other party and a copy sent to the Human Resources department.

ARTICLE 12. EVALUATION

(continued)

A permanent **unit member** may be evaluated more frequently if there has been:

- 12:4a** a new assignment or significant change in the job;
- 12:4b** an unsatisfactory evaluation in the previous cycle;
- 12:4c** significant improvement in job performance;
- 12:4d** a decline in performance since the last evaluation;
- 12:4e** a request from the **unit member**.

12:5 **Unit members** shall be notified on any area of concern. No negative evaluation shall be made of a **unit member** without documented evidence that the evaluator has met and counseled the **unit member** in the area(s) of concern before the formal evaluation.

12:6 **Timeline**

- 12:6a** The final evaluation shall be completed by May 31.

12:7 **Information**

12.7a **Dissemination**

The Human Resources Department/designee will inform all new **unit members** of evaluation procedures and instruments and provide **unit members** with copies.

12.7b **Conference**

Either the evaluator and/or designee (e.g. Supervisor) or the **unit member** and/or **CSEA** can request a meeting as needed to review:

- 1) evaluation procedures and instruments,
- 2) expectations for the year

12:8 **Formal Evaluation**

12.8a **Written Report**

The **unit member** may submit any data (work samples, documentation from colleagues or others, etc.) believed to be pertinent.

12.8b **Content**

In addition to the observations, the evaluator may use appropriate documented input from other individuals familiar with the **unit member's** work. In the case of any **unit member** with multiple job sites, the evaluator shall contact other supervisors for their input.

12.8c **Pre-Conference (Optional)**

Either the evaluator or the **unit member** could request a pre-evaluation conference to discuss any areas of mutual concern.

ARTICLE 12. EVALUATION

(continued)

12.8d Post-Conference

A conference will be held at the time of the evaluation. The purpose of the conference is to:

- 1) review all pertinent evaluative data;
- 2) discuss expectations, if applicable, to be addressed in the next performance appraisal cycle.

12.8e File

The evaluation form is to be signed by both parties with a copy to each. The **unit member's** signature signifies awareness of content, not necessarily agreement. The **unit member** has ten (10) working days to file a written response, if desired. A copy of the evaluation shall be placed in the **unit member's** personnel file.

12:9 Due Process

Due process is an integral part of the evaluation system. It is provided for as follows:

12.9a Unit members are informed about the system and procedures through conferences (group and individual).

12.9b Unit members are given copies of procedures and forms.

12.9c Unit members have the opportunity to file a written response to the formal evaluation within ten (10) working days of receipt of a copy of said evaluation. If **unit member** requests, in writing, additional clarification of the evaluation, the supervisor will respond, in writing, within ten (10) working days.

12.9d Unit members have access to their personnel file that is maintained in the District Human Resources Office as provided in the Contract.

12.9e Unit members have the right to bargaining unit representative in any phase of the process.

12:10 Procedures in the Event of an Unsatisfactory Evaluation

In the event of an unsatisfactory evaluation the following procedures shall be followed: The evaluator will make specific recommendations for improvement and suggestions of available sources of assistance. A plan of assistance should be developed by the evaluator and evaluated **unit member** to include an analysis of observable difficulties in meeting district performance standards and statement of immediate action **necessary** to overcome these difficulties. The plan, identifying checkpoints, is to be signed by both **unit member** and evaluator. The final decision on the plan rests with the evaluator. At the time of evaluation, a deadline will be set for expected improvement. Following the deadline, reevaluation will be made.

12:11 Appeal Process

In the event the **unit member** feels the evaluation procedures have not been followed, **the unit member** may follow the grievance procedures outlined in Article 11.

ARTICLE 13. TRANSFER

13:1 A transfer is a move from one work location to another work location in the District within a job title.

13:1a A “District Initiated Transfer” is a move from one work location to another location in the District within a job title, into an open position for one (1) **unit member** going through progressive discipline, or for two (2) **unit members**, in the same job title, that are going through progressive discipline. The **unit member** and CSEA shall be provided a thirty (30) calendar day notification and rationale for a “District Initiated Transfer.”

13:2 All vacancies shall be posted by the District for no less than five (5) working days at work locations, the District website and sent via District email to all classified unit members. A copy shall also be furnished to the CSEA Chapter President and Labor Relations Representative.

13:3 When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to bargaining unit members serving in the same job title in the District. A unit member within the job title may apply for transfer to that position by filing the Classified Intent to Apply form with the Human Resources Office.

13:3.1 The District shall interview the unit member(s) who apply under this section and shall select the most qualified Unit Member from the internal applicant(s) for the vacant position. A unit member shall not be considered qualified for transfer if, within the past two (2) years, the unit member has received any written notice of a derogatory nature regarding job performance or conduct to which the unit member has had an opportunity to respond, unless the new supervisor elects to accept the unit member’s qualifications. If the supervisor who issued such a notice states in writing that the problem has been corrected, the Unit Member shall be deemed qualified. A derogatory comment appearing only in the Performance Appraisal and in no other document shall not be considered written notice under this section.

13:4 Ten (10) and eleven (11) month unit members interested in District vacancies should regularly check their District email during their normal, summer season, non-work days and submit the Classified Intent to Apply form to the Human Resources Office for any vacancies for which they wish to be considered.

13:5 A unit member on leave shall have the right to submit a written authorization to Human Resources to have a member of the CSEA chapter leadership team file for the transfer on the unit member’s behalf.

13:6 The District shall attempt to find alternative work for a unit member who has become medically unable to satisfactorily perform the work in the unit member’s regular job title.

13:7 Should a unit member be denied transfer, the unit member shall be entitled to an interview with the Administrator of Human Resources or designee within ten (10) days.

13:8 A unit member who is transferred may be returned to their former position within a period of forty (40) workdays. Such a return to their previous position shall not be considered a disciplinary action.

ARTICLE 14. PROMOTION

14:1 A promotion is a move to a classification at a higher salary range.

14:1a A unit member who is promoted shall serve a promotional probationary period not to exceed seventy (70) work days.

14:2 Promotion Procedures

14:2a When a new position is created or an existing position becomes vacant and after the transfer process in Article 13 has been complied with, the District shall open the position to unit members of the District. A unit member may apply for the promotion by filing the Classified Intent to Apply form and other required documents identified on the form with the Human Resources Office.

14:2b Vacancies will be posted internally for five (5) work days.

14:2c At the same time, a posting for external candidates will be prepared but not distributed. All information about external applications received shall be maintained in confidence within the Human Resources department. External candidates, including the number of external applications and/or names of the same, will not be considered until after the internal interview process has been completed.

14:2d Internal candidate applications will be maintained in a recruitment file for review by both the Human Resources administrator and hiring administrator. Current district unit member meeting the requirements will be given first priority and will be scheduled for interviews. The interview committee shall include at least one unit member designated by CSEA. A performance test may also be required.

14:2e Internal candidate(s) is deemed unqualified for the position will be notified by Human Resources.

14:2f If two or more internal candidates are determined to be equally ranked by the interview panel, the unit member with the greatest seniority shall be selected.

14:2g At no time during the process shall the confidentiality of the interview process be compromised by any member of the interview panel.

14:3 A unit member who is promoted and who does not perform satisfactorily within the promotional probationary period and is released from that position shall be returned to a position within the unit member's former classification or a classification with the same range and for which the unit member is qualified. The reinstatement of a unit member to a position at the unit member's previous range under this Article shall not be to a probationary status nor shall it be considered a disciplinary action nor is it grievable. The unit member shall have the right to voluntarily return to their previous position within thirty (30) work days of the unit member's first day of service in the promotional position.

ARTICLE 15. REDUCTION IN FORCE

15:1 Definition and Cause

15:1.1 For the purpose of this Article, a layoff shall be considered as any of the following three cases where the said action shall be due to lack of funds and/or lack of work:

15:1.1a An involuntary separation of a member of the bargaining unit from active service.

15:1.1b A voluntary reduction in hours of employment in order to avoid interruption of employment.

15:1.1c A voluntary reassignment to a class or grade lower than that which the **unit member** holds in order to avoid interruption of employment.

15:1.2 The decision to reduce hours and the effects thereof shall be negotiated with the CSEA.

15:2 Notice

15:2.1 Prior to taking action on a layoff, the District shall notify the CSEA sufficiently in advance of the intended action, to provide an opportunity for the parties to this Agreement to commence negotiations, upon request by the CSEA, over any impact on the bargaining unit not specifically provided for in this Article.

15:2.2 The District shall notify all affected **unit members**, in writing, at least as required by California Education Code. **Unit members must be notified by March 15th of the year prior to the proposed layoff, unless employed in a specially funded position, in which case the unit member must receive notification sixty (60) days prior to the effective date of layoff.** The notice shall specify the reason for the layoff, the effective date of the layoff, rights of displacement and reemployment rights, any rights of unemployment benefits, and information as to the location of the seniority list. **No later than August 1, December 1 and March 1 of each year the District shall identify all specially funded positions and provide this list to CSEA Chapter President and Labor Relations Representative.**

15:3 Order of Layoff

All layoffs shall occur by the order of seniority within approved job classifications where the least senior **unit member** shall be terminated first, the next senior **unit member** shall be terminated second, and so forth until the need for reduction is fulfilled.

15:4 Seniority

15:4.1 Seniority status of all **unit members** shall be frozen as of January 31, 1990, based on their paid status as of that date. Seniority lists for these **unit members** are available in the Human Resources Office. Seniority status for **unit members** hired after January 31, 1990, shall be based on the date of hire in the position. The seniority status for **unit members** who have resigned and are rehired is based on the rehire date.

ARTICLE 15. REDUCTION IN FORCE

(continued)

15:4.2 If two (2) or more **unit members**, subject to layoff, have equal seniority, the determination as to who shall be laid off shall be made on the basis of date of hire, with the **unit member** hired first being retained. If the date of hire is also equal, then the determination shall be made by lot.

15:4.3 Seniority list(s) for all affected **unit members** and all relevant computations and information that forms the basis of the seniority order shall be supplied to the CSEA upon request

15:4.4 Seniority list(s) shall be sent to each site representative to be posted for corrections thirty (30) days prior to being submitted to Board of Trustees.

15:5 Displacement Rights ("Bumping")

15:5.1 A **unit member** who is to be laid off shall have the right, based on seniority, to bump into a lateral or lower job classification in which the **unit member** has previously served or to be laid off. For the purpose of bumping, seniority shall include the total of the seniority in the classification from which the **unit member** is laid off, plus the seniority in the lateral or higher classification, in which the **unit member** has served. A **unit member** who is to be laid off may be considered to bump a less senior **unit member** in a previously held classification, when as a result of reclassification, the job title has been changed, if the District determines that the laid off **unit member** meets the minimum qualifications for the reclassified and re-titled position as currently posted.

15:5.2 The District will offer to **unit members** whose positions are to be eliminated due to layoff, and who have displacement rights, the option of exercising their displacement rights or accepting layoff in lieu of displacement. **Unit members** who wish to exercise displacement rights shall notify the Human Resources Office on a form provided by the District within ten (10) calendar days of the receipt of the notice of layoff.

15:5.3 **Unit members** whose positions are to be eliminated due to layoff may displace the least senior **unit member** in the same classification with the closest hours and work year to the displaced **unit member**. Alternatively, the laid off **unit member** may displace the least senior **unit member** in a lateral or lower classification in which the laid off **unit member** has seniority rights, if one of these classifications has a junior **unit member** with the closer hours to the laid off **unit member** than any junior **unit member** in the classification in which the laid off **unit member** currently serves.

15:6 Voluntary Actions

15:6.1 A laid off **unit member** may accept a voluntary demotion to a vacancy in a lower classification provided that the **unit member** is qualified for the new position.

15:6.2 A laid off **unit member** may apply for a lateral transfer to a vacant position in an equal classification and shall be given preferential consideration for selection.

15:6.3 **Unit members** who exercise displacement rights into a lower class, or who take voluntary demotions or reductions in assigned time in lieu of being laid off, shall be granted the same rights as persons who are laid off. Such persons shall also have the right to reinstatement to the classification from which they were laid off or reinstatement to positions with increased assigned time as vacancies become available for a period of twenty-four (24) months in addition to the thirty-nine (39) month reemployment rights, provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

ARTICLE 15. REDUCTION IN FORCE

(continued)

15:7 Salary Placement

15:7.1 Laid off **unit members** who exercise displacement rights into a lower classification shall be placed on the highest salary step below their current salary. Laid off **unit members** who accept a lateral transfer shall be placed on the salary step they currently hold.

15:8 Consideration for Other Assignments

15:8.1 A **unit member** who is laid off or is about to be laid off shall receive priority consideration to any vacant position within the Classified service for which **unit member** is qualified. The District shall determine whether the **unit member** is qualified based on the job description's specific needs. Should the salary be greater than the current rate of pay, then the **unit member** shall be considered to have been promoted and shall receive an appropriate adjustment upwards as defined by this Contract.

15:9 Reemployment

15:9.1 All **unit members** who are laid off shall have reemployment rights in their former classification or in any class in which they have accrued seniority for a period of thirty-nine (39) months following the date of termination and shall be reemployed in preference to new applicants.

15:9.2 Upon reemployment, the **unit member** shall have seniority and all other benefits of the position reinstated as if there were no break in service including, but not limited to, step placement, vacation, sick leave, and other rights and benefits.

15:10 Notification of Reemployment Opening

15:10.1 By telephone, followed by a notice offering reemployment, the District shall notify individuals of reemployment and/or reinstatement opportunities. The notice shall be directed to the last known address and telephone number. **Unit members** shall be responsible for notifying the District of any changes in address or telephone number.

15:10.2 Individuals offered reemployment or reinstatement shall notify the District of their intent to accept or refuse the offer three (3) working days following the receipt of the reemployment notice.

15:10.3 The District shall make three (3) offers of reemployment or reinstatement to laid off individuals. After the third refusal and for the remainder of the reemployment period, laid off individuals may notify the District if they wish to exercise their reemployment rights by filling a specific vacancy. The District shall then notify such **unit members** whenever the specific vacancy exists.

15:10.4 Laid off individuals who are reemployed within the specific reemployment period will have all benefits and rights restored.

15:11 This Article shall not be construed so as to deprive any **unit member** of any rights and privileges as set forth by the Education Code sections governing the Classified service.

ARTICLE 16. SAFETY

16:1 The District and the **unit members** are mutually obligated to provide a safe working environment.

16:2 All **unit members** shall report, in writing, any unsafe or unhealthful working condition or equipment to the immediate supervisor as soon as they become aware of it. The supervisor will acknowledge receipt of the concern within forty-eight (48) hours of the report. If possible, the supervisor will identify next steps upon acknowledging receipt of the concern.

16:3 Members of the bargaining unit shall be appointed to the District Safety Committee in equal numbers to the combined management and supervisory representatives. The CSEA shall designate its members. The committee chair shall be selected from amongst committee members by committee members. The committee shall meet at least every other month or more often as safety concerns become known. These meetings shall be scheduled during normal work hours whenever possible. Only that committee time served by the appointed representatives during their normal working hours shall be compensated at the **unit member's** appropriate rate of pay.

16:4 Should the duties of an **unit member** require the use of equipment to ensure the safety of the **unit member**, the District shall furnish such equipment.

16:5 No member shall be discriminated against as a result of reporting any unsafe or unhealthful working condition or equipment.

16:6 Should a safety hazard endanger life or limb, the **unit member** shall immediately report the situation to the supervisor, or if the supervisor is not available, the next administrator in the chain of command. At either the **unit member's** option or the supervisor's discretion, the **unit member** shall be temporarily reassigned to other duties pending the District's determination of the safety hazard. In the event that the **unit member** disagrees with the District's determination of the safety hazard, and continues to consider the situation hazardous, **the unit member** shall continue in the temporary reassignment and the matter shall be referred to the Safety Committee. The Safety Committee shall make a determination of the safety hazard and what actions are warranted. The **unit member** shall be notified of any determinations or actions of the Safety Committee within thirty (30) days of the occurrence.

ARTICLE 17. CONCERTED ACTIVITIES

17:1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Contract, including compliance with the request of other labor organizations to engage in such activities.

17:2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Contract and to make every effort toward inducing all **unit members** to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

17:3 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in the Article of this Contract entitled Classified Employee Organization.

ARTICLE 18. SEVERABILITY

18:1 Savings Clause: If, during the life of this Contract, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Contract, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation as a part or portion of this Contract shall not invalidate any remaining portions, which shall continue in full force and effect.

ARTICLE 19. COMPLETION OF MEET AND CONFER

19:1 This document constitutes the complete Contract between the parties and concludes negotiations for the term of this Contract except as set forth in the reopeners or as mutually agreed.

ARTICLE 20. DISCIPLINARY PROCEDURE *[Duration and Reopeners moved to be Article 22]*

20:1 Disciplinary Action

Permanent classified **unit members** shall be subject to personnel action including suspension without pay, demotion, reduction of pay step in class or dismissal only for cause. These causes are listed below:

20:1.1 Cause

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes cause for personnel action **exercised in progressive steps as specified in section 20:2** against a permanent classified **unit member**:

- a) Falsifying an information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- b) Incompetency
- c) Inefficiency
- d) Neglect of duty
- e) Insubordination
- f) Dishonesty
- g) Drinking alcoholic beverages while on duty **or in such close time proximity thereto** as to cause any detrimental effect upon the **unit member** or upon **District** employees associated with **the unit member**.
- h) Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.
- i) Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the **unit member's** ability to perform the duties and responsibilities of **their** position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.
- j) Absence without leave
- k) Immoral conduct
- l) Discourteous treatment of the public, students, or other employees.
- m) Improper political activity
- n) Willful disobedience
- o) Misuse of District property

ARTICLE 20. DISCIPLINARY PROCEDURE

(continued)

- p) Violation of District, Board or departmental rule, policy, or procedure.
- q) Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the **unit member's** class specification or otherwise necessary for the **unit member** to perform the duties of the position.
- r) Refusal to take and subscribe any oath or affirmation, which is required by law in connection with **the unit member's** employment.
- s) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a District employee.
- t) Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority and information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
- u) Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District or **the unit member's** employment.

No personnel action shall be taken for any cause which arose before the **unit member** became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the **unit member** when it could be reasonably assumed that the **unit member** would have disclosed the facts to the District.

20:2 Procedure for Discipline

In handling disciplinary matters, it is intended that progressive steps be utilized unless the incident giving rise to the discipline is of such **an extreme** nature that immediate or more severe action is appropriate. The Superintendent or **Human Resources Administrator shall determine if an incident is defined as egregious and** may skip one or more steps in the above progressive discipline sequence in those cases involving a serious threat to District property, or the health or safety of any persons or other compelling reasons. Progressive steps must be as follows in dealing with causes of a cumulative nature:

20:2a Verbal warning, or in cases **of** a serious violation **as determined by the Superintendent or Human Resources Administrator,** a written reprimand;

20:2b Written reprimand;

20:2c Suspension without pay (“without pay” means a unit member’s daily wage not including fringe benefits). Total suspension(s) for any individual **unit member** shall not exceed thirty (30) workdays per calendar year;

20:2d Dismissal or demotion;

ARTICLE 20. DISCIPLINARY PROCEDURE

(continued)

20:2e The Association and the District recognize that emergency situations can occur involving the health and welfare of students and/or employees. If the **unit member's** presence would lead to an immediate threat to the lives, safety, or health of the students or **other** employees, the District may suspend the **unit member** without pay and serve on the **unit member** a written notice of discipline and notice of right to a formal hearing in accordance with this Article. If, as a result of either the informal or formal hearing, the suspension is found unwarranted or of undue length, the **unit member** shall be reimbursed the appropriate back pay.

20:3 Verbal Warning

20:3a It is agreed between the parties that disciplinary questions and/or issues are best resolved by means of objective discussion between the **unit member** and **the** immediate supervisor;

20:3b Subsequent to a verbal warning, a written summary of the verbal warning shall be shared with the **unit member** in a meeting with **the** supervisor. The summary will not be placed into the **unit member's** personnel file;

20:3c At the **unit member's** option, a written response may be attached to the written summary.

20:4 Written Reprimand

20:4a Subsequent to a verbal warning, if the issue reoccurs, a written reprimand shall be shared with the **unit member** in a meeting with **the** supervisor. The written reprimand shall be placed into the **unit member's** personnel file;

20:4b At the **unit member's** option, the **unit member** shall be allowed to respond within ten (10) workdays. The written response shall be attached to the written reprimand.

20:5 Preliminary Written Notice for Suspension, Demotion or Dismissal

20:5a A permanent unit member and CSEA shall receive a preliminary written notice of any proposed discipline. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the disciplinary action will be effective;

20:5b Any written materials, reports, or documentation upon which the disciplinary action is based must be attached to the preliminary written notice;

20:5c The unit member and/or CSEA shall have the right to respond either orally or in writing within ten (10) workdays to the Superintendent or **Human Resources Administrator**;

20:5d The Superintendent or **Human Resources Administrator** shall consider the unit member's response and **determine** within **five (5)** work days that the proposed disciplinary action either be taken or not taken;

20:5e By written mutual agreement between the parties the timelines may be extended.

ARTICLE 20. DISCIPLINARY PROCEDURE

(continued)

20:6 Notice of Intention to Suspend, Demote, or Dismiss

20:6a Based on the determination in Article 20:5d, the Superintendent or Human Resources Administrator shall serve the Notice of Proposed Disciplinary Action on the unit member to be dismissed, suspended, or demoted, either personally or by certified mail to the unit member's last known address and provide a copy of the Notice to CSEA;

20:6b The Notice shall contain a statement of the unit member's rights to a hearing on such charges, and the Notice shall be accompanied by a "Request for Hearing," which must be submitted to the Superintendent or Human Resources Administrator within five (5) work days after service of the Notice on the unit member;

20:6c At any time before a unit member's appeal is finally submitted to the Board or to a hearing officer (if a hearing officer has been appointed by the Board) for decision, the Superintendent or Human Resources Administrator may, with the consent of the Board or hearing officer, serve on the unit member and file with the Board an amended or supplemental recommendation of personnel action. If the amended or supplemental recommendation presents new causes or allegations, the unit member shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed rebuttable and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record;

20:6d Failure of the unit member to file a request for hearing within the time specified shall constitute a waiver of the unit member's right to a hearing. CSEA shall also be served a copy of the charges at the same time they are served on the unit member. Any suspension invoked under these rules against any unit member for one or more periods shall not aggregate more than ninety (90) calendar days in any twelve (12)-month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension;

20:6e A unit member shall, upon request, be entitled to Association representation in any disciplinary action under this procedure. If a unit member designates an independent counsel as the representative, the District shall notify CSEA upon becoming aware of this designation. CSEA shall have the right to approve/review any formal hearings before a third (3rd) party and submit such amicus briefs as it deems appropriate;

20:6f The Superintendent or Human Resources Administrator may place any permanent unit member on a Paid Administrative leave of Absence pending the Superintendent or Human Resources Administrator's recommendation for discipline. A Paid Administrative Leave of Absence shall be considered a preliminary investigatory step and shall not be considered discipline.

20:7 Hearing Procedure

20:7a The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The unit member shall be entitled to appear personally, produce evidence, and be represented by counsel. The unit member shall be entitled to a public hearing if requested by the unit member when the Board is hearing the appeal. The District may also be represented by counsel. Technical Rules of Evidence shall not apply.

ARTICLE 20. DISCIPLINARY PROCEDURE

(continued)

20:7b The Board may conduct the hearing itself or may appoint an independent hearing officer to conduct the hearing. In any case in which the Board hears the appeal, the Board may use the services of counsel in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify, or revoke the recommended personnel action;

20:7c If the appeal is heard by a hearing officer, the hearing officer shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten (10) workdays after the proposed decision is filed by the Board. The Board may:

- 1) Adopt the proposed decision in its entirety;
- 2) Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision;
- 3) Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision;
- 4) Reject the proposed decision in its entirety;

If the Board rejects the hearing officer's proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case based on the record including the transcript, with or without the taking of additional evidence.

In arriving at a decision the Board may consider the records of any prior personnel action proceedings against the unit member in which a personnel action was ultimately sustained and any records that were contained in the unit member's personnel file and introduced into evidence at the hearing.

20:7d If the unit member requests a hearing and subsequently fails to appear at the hearing, except in the case of documented illness or emergency, the unit member shall be deemed to have waived any right to participate or be represented at the hearing. Action may be taken without further notice to the unit member, based upon the recommendation for disciplinary action prepared by the Superintendent or Human Resources Administrator, and previously served upon the unit member.

20:8 Hearing Decision

The decision of the Board shall be in writing and shall contain findings of the facts and the personnel action approved, if any. The finding may reiterate the language of the pleadings or refer to them.

The decision of the Board shall be certified to the Superintendent or Human Resources Administrator who recommended the personnel action, and who shall enforce and follow this decision. A copy of the decision shall be delivered to the unit member or designated representative personally or by registered mail. The decision of the Board shall be final.

20:9 Compulsory Dismissal

ARTICLE 20. DISCIPLINARY PROCEDURE

(continued)

The District shall not employ, or retain in employment, any individual who has been convicted of any sex offense as defined in Education Code 44010, or any controlled substance offense as defined in Education Code 44011. However, the District may employ an individual convicted of a controlled substance offense if the Board determines, from the evidence it requires, that the individual has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the individual may be reemployed by the District, although reemployment is not a guarantee (Education Code 45123).

The District reserves the right to dismiss a unit member for any acts upon which the original criminal charges were based, despite the disposition by the court. If dismissal is recommended and upheld, the unit member will not be reemployed or compensated for the duration of the suspension unless otherwise required by law. The unit member shall be given notice of possible non-reimbursement during mandatory suspension if the unit member is ultimately dismissed for the acts upon which the original charges were based.

20:10 Extension of Compulsory Leave

The Board may extend a unit member's compulsory leave of absence by providing the unit member notice, within ten (10) workdays after the entry of judgment in the proceedings, that the unit member will be dismissed in thirty (30) workdays unless the unit member demands a hearing. Unit member-compensation during the period of compulsory leave shall be made in accordance with the law (Education Code 44940.5).

ARTICLE 21. CONTRACTING OUT

21:1 The District will comply with California Law and Education Code section 45103.1.

ARTICLE 22. DURATION and REOPENERS

22:1 Duration

This contract shall become effective July 1, 2022 and shall remain in effect through June 30, 2025.

22:2 Reopeners

Each party may reopen on salary, benefits, and up to two (2) other Articles in the contract in each school year.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CONTRACT
Novato, CA Chapter 312 – Term: July 1, 2022 ~ June 30, 2025

SIGNATURES:

**NOVATO UNIFIED
SCHOOL DISTRICT**

2022-2023 TA Approved by Board 2.7.2023

Debbie Butler, President

**CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION**

2022-2023 TA Signed 1.17.2023

Don Nicodemus, President

**CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION**

2022-2023 TA Signed 1.17.2023

Stan Bransgrove, Labor Relations Representative

5.23.2023 Update:

Based on the Tentative Agreement signed 1.17.2023 and ratified by the NUSD Board on 2.7.2023

APPENDIX A

MEMBERS OF BARGAINING UNIT

The bargaining unit shall include, but not be limited to, the following major groups of jobs: Nutritional Services; Clerical; Information Services; Maintenance and Operations, to include Custodial/Maintenance/Grounds; Instructional Assistants; Paraeducators; Campus and Elementary Playground Supervisors; Warehouse Workers; Transportation Mechanics and Bus Drivers. The unit excludes those classified positions, which can lawfully be declared Management, Confidential, and Supervisory, and all certificated positions.

APPENDIX B
CLASSIFIED SALARY SCHEDULE



**CLASSIFIED SALARY SCHEDULE
2022-2023**

JOB CLASSIFICATION	RANGE
Accountant	47
Accounting Technician I	28
Accounting Technician II	31
Accounting Technician III	34
Administrative Assistant I	26
Administrative Assistant II	35
Administrative Assistant III	41
ASB Accounting Technician	26
Attendance Technician	26
Behavior Technician	44
Benefits & Payroll Technician	43
Budget Analyst	50
Campus Supervisor	19
Car Driver	26
College & Career Center Specialist	26
Community Liaison	30
Covid-19 Response Clerk	41
Counseling Technician	27
Craftworker I	36
Craftworker II	41
Custodian I	22
Custodian II	24
Custodian III	26
Custodian IV	28
Elementary Playground Supervisor	15
English Learner Program Assistant	41
FANS Delivery Driver & Lead Dist. Specialist	31
FANS Delivery Driver	28
FANS Lead I - Elementary	21
FANS Lead II - Secondary	24
FANS Lead III - Elementary & Secondary	30
FANS Program Specialist	35
FANS Purchaser	34
FANS Site Assistant	15
Financial Systems Specialist	42
Groundskeeper I	29
Groundskeeper II	33
Groundskeeper Foreman	36
Health Services Assistant	24
Human Resources Specialist	41
Human Resources Technician	36
Instructional Assistant	15
Library Media Specialist	26
Maintenance Foreman	44
Network Analyst	41
NUSD Web Designer	39
Paraeducator I	21
Paraeducator TK	21
Paraeducator II	32
Payroll Technician	41
Print Shop/Mailroom Technician	28
Registrar	27
Restorative Practices Specialist	32
School Bus Driver	29
School Bus Driver - Extended Year	29
School Bus Driver/Trainer	34
School Bus Mechanic	41
School Bus Mechanic Foreman	44
School Office Manager	34
School Office Technician	24
School Office Technician, Preschool Programs	28
School Projects/Fiscal Specialist	24
School Site Program Specialist	34
Student Data Systems Specialist	42
Substance Abuse Specialist	42
Systems Analyst	41
Systems Engineer	50
Technology Support Technician I	26
Technology Support Technician II	36
Technology Support Technician III	39
Transportation Dispatcher/School Bus Driver	32
Warehouse Mgr & Dist Specialist	31
Wellness Hub Navigator	40

Step						
Range	1	2	3	4	5	6
↓						
15		18.68	19.56	20.48	21.42	22.42
16	18.29	19.16	20.01	21.02	21.97	22.99
17	18.78	19.63	20.59	21.51	22.49	23.54
18	19.24	20.17	21.08	22.06	23.03	24.10
19	19.71	20.65	21.55	22.60	23.64	24.74
20	20.22	21.16	22.15	23.15	24.23	25.36
21	20.73	21.65	22.68	23.72	24.86	26.02
22	21.25	22.20	23.23	24.33	25.46	26.64
23	21.76	22.74	23.85	24.93	26.07	27.28
24	22.29	23.32	24.40	25.56	26.77	28.01
25	22.87	23.91	25.05	26.19	27.43	28.71
26	23.44	24.54	25.69	26.89	28.16	29.47
27	24.05	25.13	26.28	27.50	28.81	30.15
28	24.61	25.77	26.98	28.24	29.52	30.89
29	25.21	26.45	27.63	28.91	30.26	31.67
30	25.88	27.08	28.34	29.68	30.99	32.43
31	26.51	27.72	29.01	30.36	31.80	33.28
32	27.19	28.43	29.77	31.15	32.59	34.11
33	27.83	29.15	30.53	31.94	33.42	34.97
34	28.53	29.87	31.26	32.71	34.28	35.87
35	29.26	30.61	32.04	33.56	35.09	36.72
36	30.00	31.38	32.89	34.39	36.01	37.68
37	30.75	32.17	33.70	35.26	36.90	38.62
38	31.50	32.98	34.51	36.13	37.77	39.53
39	32.30	33.80	35.36	37.01	38.79	40.59
40	33.12	34.64	36.26	37.90	39.69	41.54
41	33.94	35.49	37.17	38.88	40.71	42.60
42	34.79	36.40	38.08	39.91	41.73	43.67
43	35.60	37.29	39.07	40.88	42.76	44.75
44	36.54	38.25	40.04	41.87	43.84	45.88
45	37.47	39.19	41.02	42.94	44.92	47.01
46	38.39	40.18	42.06	44.02	46.12	48.26
47	39.35	41.20	43.13	45.10	47.23	49.43
48	40.32	42.21	44.18	46.25	48.36	50.61
49	41.33	43.25	45.30	47.39	49.61	51.92
50	42.39	44.33	46.46	48.60	50.81	53.17

⇓ TURN OVER FOR CLASSIFIED LONGEVITY SALARY SCHEDULE ⇓

Historical Salary Increases:

2005-06: 6%	2014-15: 2% off schedule	2019-20: 2.625%
2006-07: 4.5% +	2015-16: 6%	2021-22: 5%
	2015-16: \$1,000 off schedule	2021-22: \$1,000 off schedule
2007-08: 2.4%	2016-17: 5%	2022-23: 15%
2011-12: 1%	2017-18: 1.5%	2022-23: Added Step 6
2012-13: 1% + 1%	2018-19: 2.25%	Board Approved: 3.21.2023
2013-14: 3%		

JOB CLASSIFICATION	RANGE
Accountant	47
Accounting Technician I	28
Accounting Technician II	31
Accounting Technician III	34
Administrative Assistant I	26
Administrative Assistant II	35
Administrative Assistant III	41
ASB Accounting Technician	26
Attendance Technician	26
Behavior Technician	44
Benefits & Payroll Technician	43
Budget Analyst	50
Campus Supervisor	19
Car Driver	26
College & Career Center Specialist	26
Community Liaison	30
Covid-19 Response Clerk	41
Counseling Technician	27
Craftworker I	36
Craftworker II	41
Custodian I	22
Custodian II	24
Custodian III	26
Custodian IV	28
Elementary Playground Supervisor	15
English Learner Program Assistant	41
FANS Delivery Driver & Lead Dist. Specialist	31
FANS Delivery Driver	28
FANS Lead I - Elementary	21
FANS Lead II - Secondary	24
FANS Lead III - Elementary & Secondary	30
FANS Program Specialist	35
FANS Purchaser	34
FANS Site Assistant	15
Financial Systems Specialist	42
Groundskeeper I	29
Groundskeeper II	33
Groundskeeper Foreman	36
Health Services Assistant	24
Human Resources Specialist	41
Human Resources Technician	36
Instructional Assistant	15
Library Media Specialist	26
Maintenance Foreman	44
Network Analyst	41
NUSD Web Designer	39
Paraeducator I	21
Paraeducator TK	21
Paraeducator II	32
Payroll Technician	41
Print Shop/Mailroom Technician	28
Registrar	27
Restorative Practices Specialist	32
School Bus Driver	29
School Bus Driver - Extended Year	29
School Bus Driver/Trainer	34
School Bus Mechanic	41
School Bus Mechanic Foreman	44
School Office Manager	34
School Office Technician	24
School Office Technician, Preschool Programs	28
School Projects/Fiscal Specialist	24
School Site Program Specialist	34
Student Data Systems Specialist	42
Substance Abuse Specialist	42
Systems Analyst	41
Systems Engineer	50
Technology Support Technician I	26
Technology Support Technician II	36
Technology Support Technician III	39
Transportation Dispatcher/School Bus Driver	32
Warehouse Mgr & Dist Specialist	31
Wellness Hub Navigator	40



**CLASSIFIED SALARY SCHEDULE
2022-2023**

Longevity: Step 6 plus the % noted below
(percentages are cumulative; each longevity column = 2.5% increase)

Range	Years	Years	Years	Years	Years	Years	Years	Years
	7-8-9	10-11-12	13-14-15	16-17-18	19-20-21	22-23-24	25-26-27	28+
	2.5%	5%	7.5%	10%	12.5%	15%	17.5%	20%
15	22.98	23.54	24.10	24.66	25.22	25.78	26.34	26.90
16	23.56	24.14	24.71	25.29	25.86	26.44	27.01	27.59
17	24.13	24.72	25.31	25.89	26.48	27.07	27.66	28.25
18	24.70	25.31	25.91	26.51	27.11	27.72	28.32	28.92
19	25.36	25.98	26.60	27.21	27.83	28.45	29.07	29.69
20	25.99	26.63	27.26	27.90	28.53	29.16	29.80	30.43
21	26.67	27.32	27.97	28.62	29.27	29.92	30.57	31.22
22	27.31	27.97	28.64	29.30	29.97	30.64	31.30	31.97
23	27.96	28.64	29.33	30.01	30.69	31.37	32.05	32.74
24	28.71	29.41	30.11	30.81	31.51	32.21	32.91	33.61
25	29.43	30.15	30.86	31.58	32.30	33.02	33.73	34.45
26	30.21	30.94	31.68	32.42	33.15	33.89	34.63	35.36
27	30.90	31.66	32.41	33.17	33.92	34.67	35.43	36.18
28	31.66	32.43	33.21	33.98	34.75	35.52	36.30	37.07
29	32.46	33.25	34.05	34.84	35.63	36.42	37.21	38.00
30	33.24	34.05	34.86	35.67	36.48	37.29	38.11	38.92
31	34.11	34.94	35.78	36.61	37.44	38.27	39.10	39.94
32	34.96	35.82	36.67	37.52	38.37	39.23	40.08	40.93
33	35.84	36.72	37.59	38.47	39.34	40.22	41.09	41.96
34	36.77	37.66	38.56	39.46	40.35	41.25	42.15	43.04
35	37.64	38.56	39.47	40.39	41.31	42.23	43.15	44.06
36	38.62	39.56	40.51	41.45	42.39	43.33	44.27	45.22
37	39.59	40.55	41.52	42.48	43.45	44.41	45.38	46.34
38	40.52	41.51	42.49	43.48	44.47	45.46	46.45	47.44
39	41.60	42.62	43.63	44.65	45.66	46.68	47.69	48.71
40	42.58	43.62	44.66	45.69	46.73	47.77	48.81	49.85
41	43.67	44.73	45.80	46.86	47.93	48.99	50.06	51.12
42	44.76	45.85	46.95	48.04	49.13	50.22	51.31	52.40
43	45.87	46.99	48.11	49.23	50.34	51.46	52.58	53.70
44	47.03	48.17	49.32	50.47	51.62	52.76	53.91	55.06
45	48.19	49.36	50.54	51.71	52.89	54.06	55.24	56.41
46	49.47	50.67	51.88	53.09	54.29	55.50	56.71	57.91
47	50.67	51.90	53.14	54.37	55.61	56.84	58.08	59.32
48	51.88	53.14	54.41	55.67	56.94	58.20	59.47	60.73
49	53.22	54.52	55.81	57.11	58.41	59.71	61.01	62.30
50	54.50	55.83	57.16	58.49	59.82	61.15	62.47	63.80

APPENDIX C

CURRENT MEDICAL BENEFITS SCHEDULE

NOVATO UNIFIED SCHOOL DISTRICT

Medical Benefit Plan

2023-2024 (End 9/30/23) CLASSIFIED 12 Monthly payments

PROVIDER	FTE	TOTAL PREMIUM	EMPLOYEE CONTRIBUTION	NUSD CONTRIBUTION	# OF MONTHS
<u>KAISER HMO: Traditional (\$15 Office Visit / \$250 Hospital / No Deductible)</u>					
Employee Only	.75 - 1.0	\$732.86	\$82.86	\$650.00	12
Employee Only + 1	.75 - 1.0	\$1,575.65	\$475.65	\$1,100.00	12
Employee Only + 2 or more	.75 - 1.0	\$2,161.94	\$861.94	\$1,300.00	12
Employee Only	0.5	\$732.86	\$407.86	\$325.00	12
Employee Only + 1	0.5	\$1,575.65	\$1,025.65	\$550.00	12
Employee Only + 2 or more	0.5	\$2,161.94	\$1,511.94	\$650.00	12

<u>KAISER HMO VALUE PLAN: write in on form (\$20 Office Visit / 20% After \$500/\$1000 Deductible)</u>					
Employee Only	.75 - 1.0	\$673.74	\$23.74	\$650.00	12
Employee Only + 1	.75 - 1.0	\$1,448.54	\$348.54	\$1,100.00	12
Employee Only + 2 or more	.75 - 1.0	\$1,987.54	\$687.54	\$1,300.00	12
Employee Only	0.5	\$673.74	\$348.73	\$325.00	12
Employee Only + 1	0.5	\$1,448.54	\$898.53	\$550.00	12
Employee Only + 2 or more	0.5	\$1,987.54	\$1,337.54	\$650.00	12

<u>KAISER DEDUCTIBLE PLAN: HSA - Health Savings Account (\$20 Office Visit / \$1400/\$2800 Deductible)</u>					
Employee Only	.75 - 1.0	\$577.76	\$0.00	\$577.76	12
Employee Only + 1	.75 - 1.0	\$1,242.18	\$142.18	\$1,100.00	12
Employee Only + 2 or more	.75 - 1.0	\$1,704.39	\$404.39	\$1,300.00	12
Employee Only	0.5	\$577.76	\$252.76	\$325.00	12
Employee Only + 1	0.5	\$1,242.18	\$692.18	\$550.00	12
Employee Only + 2 or more	0.5	\$1,704.39	\$1,054.39	\$650.00	12

<u>DENTAL</u>					
Employee Only	0.5-1.0	\$143.56	\$0.00	\$143.56	12
Employee Only + 1	0.5-1.0	\$143.56	\$0.00	\$143.56	12
Employee Only + 2 or more	0.5-1.0	\$143.56	\$0.00	\$143.56	12

<u>VISION</u>					
Employee Only	0.5-1.0	\$15.87	\$0.00	\$15.87	12
Employee Only + 1	0.5-1.0	\$15.87	\$0.00	\$15.87	12
Employee Only + 2 or more	0.5-1.0	\$15.87	\$0.00	\$15.87	12

APPENDIX D

TRANSPORTATION ROUTE BID FORM

NOVATO UNIFIED SCHOOL DISTRICT

Transportation Department

Route Bid

Route Bid _____ Hours Per _____ Bid _____
Short Term Assignment Increase to Existing Route New Route
Substitute (Temporary) Fill Vacancy Other

Name: _____ Employee ID _____
Current Contracted Assignment Hours Per _____ Route #: _____
Additional Short Term Assignment Hours Per _____ Route #: _____
Additional Substitute (Temporary) Hours Per _____ Route #: _____
**Current TOTAL Hours Per Day: _____

You are the next senior driver and are being offered this bid. If you wish to bid for this route, please reply within 24 hours of receiving this notice.

I understand that:

- I may or may not be selected for this route
If this bid is for a vacancy, these hours become my new contracted hours per day
If this bid is for short term assignment, this assignment is in effect until _____
If this bid is for a substitute (temporary) assignment, this assignment is in effect until _____
YES, I wish to bid for this route
NO, I do not wish to change my current contract assignment

Drivers Signature _____ Date _____

ROUTE AWARDED

ROUTE NOT AWARDED

- Awarded Hours Per Day: _____
Approximate Start Date: _____
Short Term Hours (cc: CSEA)
Contracted Hours
Substitute (Temporary) Assignment For: _____

COMMENT/REASON: (Required)

Empty box for comment/reason

Transportation Supervisor _____ Date _____

APPENDIX E

OVERTIME TRACKING AND OPT OUT FORMS

NOVATO UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES DEPARTMENT

CUSTODIAN OVERTIME OPT OUT FORM – ARTICLE 4:6.5b

This form applies to custodian overtime work related to non-emergency use of District facilities by outside, non-District groups.

Upon initial employment, each custodian shall complete and submit this form to Human Resources, indicating whether she/he wants to be offered overtime work. At any time thereafter, a custodian may change his or her option by submitting a revised form.

Please indicate below whether you want to be offered overtime work related to non-emergency use of District facilities by outside, non-District groups, and sign, date and submit the form to Human Resources.

_____ I want to be offered overtime

_____ I DO NOT want to be offered overtime

NAME

DATE

APPENDIX F
EXTRA DUTY STIPENDS

APPENDIX F

Extra Duty Stipends

1.0 Working Athletic Events

The District agrees to pay classified employees who agree to supervise at athletic events according to the stipend schedule listed below when supervision opportunities are not filled by certificated personnel. Classified personnel who volunteer and sign up to supervise will provide active monitoring at athletic events, throughout the duration of the event.

High School athletic directors regularly advertise the availability of event supervision to teachers as a first option. In the event that supervision at some events are not covered by certificated personnel, the athletic director may ask classified personnel to supervise at athletic events.

ACTIVITY	STIPEND
Saturday Football Games	\$75
Tuesday/Friday Basketball Games	\$60
Weekly Afternoon Events	\$45

APPENDIX G

EVALUATION EXTENSION AGREEMENT



Evaluation Extension Agreement

As per section 12:4 of the Collective Bargaining Agreement between Novato Unified School District (NUSD) and Novato Chapter 312 of the California School Employees Association (CSEA):

Section 12:4: If the evaluator and the unit member both consent, a unit member with at least five (5) complete years of services in the same classification, whose most recent two (2) evaluations have been satisfactory, may agree that the evaluation cycle may be extended for a period of up to five (5) years. The extension agreement shall be signed by both parties, be in writing, and shall be placed in the personnel file. At any time, either the unit member or the evaluator may withdraw consent. If consent is withdrawn by either the employee or the evaluator, the withdrawal shall be provided in writing to the other party and a copy sent to the Human Resources department.

Site: _____

NUSD evaluator _____ and classified employee
_____ hereby agree to extend the employee's evaluation
cycle for _____ years.

The employee's current evaluation date is: _____

This evaluation date will be extended to: _____

Evaluator Signature

Employee Signature

Print Name & Title

Print Name & Title

Date

Date