

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**REEDS CREEK ELEMENTARY SCHOOL DISTRICT**

**and the**

**REEDS CREEK EDUCATIONAL SUPPORT PROFESSIONALS RCESP/CTA/NEA**

Ratified by Board of Trustees on  
May 25, 2017

**September 1, 2016 to October 30, 2019**

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## **ARTICLE 1: AGREEMENT**

### 1.1 Agreement

This Agreement is by and between the Reeds Creek Elementary School District (District) and the Reeds Creek Educational Support Professionals (RCESP). The purpose of this Agreement is to promote the improvement of employer-employee relationships and to provide an equitable and peaceful procedure for the resolution of issues within the scope of bargaining pursuant to the Employer-Employee Relations Act (EERA).

### 1.2 Bargaining Unit Composition

RCESP is recognized as the exclusive representative of a wall-to-wall classified bargaining unit positions: all those employees with probationary or permanent status (excluding confidential, supervisory and management employees and positions).

### 1.3 Bilateral Agreement

The articles and provisions contained herein constitute a bilateral agreement by and between the District and RCESP

### 1.4 Copies of Agreement

1.4.1 Within thirty (30) days of execution of this Agreement, the Association will provide a copy of the Agreement to each employee in the bargaining unit requesting one. The District will place the agreement on the District Website.

1.4.2 Prior to final printing, each party shall be afforded the opportunity to review and approve the final draft.

**ARTICLE 2: EMPLOYMENT WITH THE REEDS CREEK ELEMENTARY SCHOOL DISTRICT**

2.1 Classification Descriptions

2.1.1 Each position in the classified service shall have a specific job description, designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular salary ranges for each such position. (ED 45101 (a))

2.2 Employment Classifications

2.2.1 Regular Employees

A regular employee is one who has either probationary or permanent status.

2.2.2 Full-Time and Part-Time

Regular employees may be either full-time or part-time.

2.2.3 For the purpose of this agreement, the terms administrator, manager, and supervisor shall all refer to the superintendent, principal, or designee.

2.2.4 Extra Duty

Any extra duty that can be performed by a certificated or classified employee may be offered at the discretion of the school site principal where the duty is to be performed. Usually, extra duty assignments are performed by certificated personnel; however, if a certificated person is unavailable the principal or designee may offer the duty to a classified employee.

2.2.4 Exclusions from the Classified Service

2.2.4.1 Employees who are required to have certification qualifications substitute and temporary employees, and any other classification of employment excluded by statute or case law are excluded from the classified service. These include Part-time playground positions unless the person so employed also holds a bargaining unit position., apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment, and full-time students employed part-time, and part-time students employed part-time, in any college work study program, or in a work experience education program conducted by a community college district as described in the California Education Code, and which is financed by state or federal funds. (EC 45103 (a), (b) (1) (2), (3) (4)).



### 2.3.1 Initial Employment

The first twelve (12) calendar months of continuous employment with the District in a regular position constitutes the initial probationary period.

### 2.3.2 Continuation of Selection Process

The probationary period is a continuation of the selection process. As a result, release during the probationary period is at the sole discretion of the District and no reason need be given for the release.

## 2.4 Medical Examinations

### 2.4.1 Post-Employment

Based upon a health condition which may affect the employee's ability to continue working in their classification, bargaining unit members may be required to undergo a health examination to determine fitness for duty. This shall not be used in an arbitrary or capricious manner.

## 2.5 Employee Personnel Files

2.5.1 An employee shall be given a copy of any derogatory document prior to its placement in his/her personnel file.

2.5.2 No material of a derogatory nature may be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon at reasonable times from date submitted to employee.

2.5.2.1 An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such comments must be included within a reasonable time not to exceed thirty (30) days from submission to employee.

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

2.5.2.3 The employee shall be released from duty without loss of pay. The employee shall submit a request in advance to the supervisor to leave the normal place of work during the assigned times for such review and comment.

- 2.5.2.4 If the derogatory document is determined through the grievance procedure to be unwarranted, it shall be removed from the employee's personnel file.
- 2.5.3 All material placed in an employee's personnel file shall be dated and signed by the contributor, and shall indicate the date of such placement.
- 2.5.4 An employee (or his representative if authorized in writing) shall be permitted to inspect his/her personnel file.
  - 2.5.4.1 Such inspection shall take place at a mutually acceptable time -- typically at a time when the employee is not required to render service to the District.
  - 2.5.4.2 An employee may examine and/or copy materials from his/her personnel file. This shall not include ratings, reports, records or other materials which were obtained prior to employment.
  - 2.5.4.3 Personnel documents shall be kept in confidence. They shall be made available for inspection by persons other than the employee only when reasonably necessary in the conduct of the District's affairs or the supervision of the employee.

**ARTICLE 3: EMPLOYEE PERFORMANCE EVALUATION PROCEDURES**

- 3.1 During Probationary Period (Initial and Promotional)
  - 3.1.1 One (1) performance evaluations shall be conducted during the probationary period. If concerns exist, a second evaluation may be conducted at the discretion of the District. This does not preclude the District's management rights to release an employee from probationary employment at any time.
- 3.2 Permanent Employees
  - 3.2.1 After receiving permanent status, employees shall typically receive at least one (1) performance evaluation per school year.
  - 3.2.2 The employee shall be advised in writing of his/her evaluator.
- 3.3 Frequency of Performance Evaluations
  - 3.3.1 Performance evaluations may be conducted more or less frequently than indicated in 3.1.1 and 3.2.1 depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

### 3.4 Procedure

- 3.4.1 The employee's supervisor will conduct the performance evaluation.
  - 3.4.1.1 The evaluation will be reviewed and discussed with the employee prior to its placement in the employee's personnel file.
  - 3.4.1.2 Any negative evaluation of work performance shall include specific recommendations for improvement.
  - 3.4.1.3 Evaluations shall not be based solely upon hearsay, but shall be based upon the type of information upon which responsible and prudent persons rely in the conduct of normal business.
- 3.4.2 Employees are required to acknowledge receipt by signing their performance evaluation. Signature does not mean agreement. The employee shall receive one (1) copy of the evaluation and another copy will be placed in the employee's personnel file.
- 3.4.3 An employee who disagrees with his/her evaluation may prepare a written response that addresses the disputed conclusion. If submitted within fifteen (15) work days, the response shall be attached to the evaluation and placed in the employee's personnel file.
- 3.4.4 An employee may grieve an alleged violation of an evaluation procedure. The judgment of the evaluator, however, is not subject to the grievance procedure. The employee may prepare a reply and have it attached to the evaluation.

## **ARTICLE 4: COMPENSATION**

### 4.1 Salary

- 4.1.1 Each bargaining unit member shall be compensated in accordance with his/her placement on the salary schedule which is Appendix "A".
- 4.1.2 Such wages shall be paid in accordance with the procedures of the Tehama County Department of Education. Typically, this occurs on or before the last working day of the month.

## 4.2 Mileage

4.2.1 A bargaining unit member who is required to operate his/her vehicle in the course of assigned duties shall be reimbursed at the established IRS rate per mile using the pre-approved district form.

## 4.3 Meals

4.3.1 If a bargaining unit member's work assignment requires payment for meals away from the District, he/she shall be reimbursed for reasonable meal expenses in accordance with established District policy. The bargaining unit member shall submit a written claim, on the District-required form.

## 4.4 Lodging

4.4.1 If a bargaining unit member's work assignment requires payment for lodging on overnight trips he/she shall be reimbursed by the District for reasonable lodging expenses in accordance with established District policy. The bargaining unit member shall submit a written claim, on the District-required form, with receipts attached.

## 4.5 Other Business Expenses

4.5.1 If a bargaining unit member's assigned duties require that he/she incur expenses other than meals and lodging, the bargaining unit member must receive approval by the District in advance. If approved, the bargaining unit member shall be reimbursed for reasonable expenses in accordance with established District policy. The bargaining unit member shall submit a written claim, on the District-required form, with receipts attached.

## 4.6 Safety Equipment

4.6.1 When the District has assigned duties to an employee which require the use of equipment to ensure the safety of the employee, the District will provide such equipment. This includes such items as rubber gloves, safety eyewear, etc. It does not include personal items such as back braces.

## 4.7 Examinations for Continued Employment/Fitness for Duty

4.7.1 The District will provide and/or pay for the cost of any health examination that the District specifically requires as either a condition of continued employment and/or to determine fitness for duty. This examination shall be performed by a District-designated doctor.

#### 4.8 District Required Training

4.10.1 The District will reimburse employees, or pay directly, for the tuition costs of any training for which the District requires the employee to attend.

### **ARTICLE 5: HOURS**

#### 5.1. Workweek and Workday

##### 5.1.1 Time Worked:

5.1.1.1 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, Sick Leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee. (EC 45128)

##### 5.1.2 Workweek:

5.1.2.1 The workweek is defined as five (5) consecutive days, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek when such is necessary to carry on the business of the District, except as provided for in Section 7.6. (Holidays)

5.1.2.2 No later than ten (10) working days prior to any proposed change in the days of the week that an employee shall work (unless the change is agreed to by the employee and the Association), the District shall notify the Association in writing. To the extent required by law, the proposed change in workdays shall be negotiated between the District and the Association.

5.1.2.3 When time and circumstances dictate, the days of the week that grounds, maintenance and custodial employees work may be modified by mutual consent to allow an employee to work five (5) days per week including Saturday. This will not constitute overtime and the employee will have two consecutive days off if desired.

##### 5.1.3 Increase to Hours:

5.1.3. A part-time unit member who is assigned to work a minimum of thirty (30) minutes per day in excess of his/her regular assignment for a period of twenty (20) consecutive workdays or more, shall have the basic assignment changed to reflect the longer hours for the purposes of fringe benefit pro-ration. The regular workweek shall also be increased, except

in the case of a temporary assignment of an anticipated duration.

#### 5.1.4 Out of Classification:

5.1.4.1 A bargaining unit member who is directed to perform duties which are encompassed in a higher District classification, for a period of more than five (5) working days within a fifteen (15) calendar day period, shall receive an upward adjustment in his/her salary to reflect the assignment of duties outside the duties encompassed in the bargaining unit member's classification. (EC 45110)

5.1.4.2 If, during a school year, it is necessary to assign a regular classified employee to perform an assignment or service in addition to his or her regular assignment, a school district shall pay the classified employee on a pro rata basis for the additional assignment or service, not less than the compensation and benefits that are applicable to the classification of the additional assignment or service during the school year, unless the school district has negotiated a contract that allows for a lesser pay scale. A school district shall inform a classified employee of the compensation and benefits of the additional assignment or service before the employee commences the additional assignment or service. (EC 45102)

#### 5.2 Lunch Period

5.2.1. All unit members who work a minimum of four (4) consecutive hours per day or more shall be entitled to an uninterrupted lunch period. The length of time and scheduling for such lunch period shall be prescribed by the District for a period of not less than thirty (30) minutes. Employees working less than six (6) hours may elect to complete a District form and choose not to take a scheduled lunch period during their work day. Employees not scheduled for a lunch period are allowed to eat during a time when they are not providing direct services to students (ie; playground supervision)

5.2.2. The lunch period shall be scheduled by the supervisor normally at or near the midpoint of the work shift.

#### 5.3 Rest Period

5.3.1 A fifteen (15) minute compensated rest period shall be provided to unit members of each continuous three (3) hour period of service. Except as provided below, this rest period shall be taken at the direction of the supervisor, in consultation with the employee, at or near the midpoint of each such three (3) hour period service.

5.3.2 For employees who qualify for two (2) rest periods, a rest period of thirty (30)

minutes may be scheduled by the supervisor in consultation with the employee, during evening or special work shifts.

#### 5.4 Overtime

- 5.4.1 It is the policy of the District to properly compensate classified employees for required services provided. The District shall not require, nor knowingly permit, services to be performed for which appropriate compensation is not provided. Accordingly, employees shall not perform services beyond the normal assigned work hours without the knowledge and approval of the supervisor.
- 5.4.2 Except as otherwise provided herein, all overtime hours as defined in this Article shall be compensated at a rate of pay equal to time and one-half (1.5) the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regular assigned starting time or subsequent to the assigned quitting time.
- 5.4.3 All hours worked beyond the workweek of five (5) consecutive days by all employees working four (4) or more hours per day shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work.
- 5.4.4 Employees whose average workday is less than four (4) hours shall be provided overtime compensation on the sixth (6th) day following the commencement of the workweek.
- 5.4.5 A unit member assigned to work by the immediate supervisor on a workday after normal working hours or on a day not scheduled to be worked, shall receive at least two (2) hours of work at the appropriate rate of pay.
- 5.4.6 The amount of overtime shall be distributed as equally as is reasonably practicable among all unit members within a classification. It is agreed and understood that certain factors (such as the character of work, employee preferences and availability, and time requirements for assigning work) may cause imbalances in the equal distribution of overtime work.

#### 5.5 Compensatory Time Off

- 5.5.1 An employee in the bargaining unit may request time off in lieu of cash compensation for overtime work. Such request shall be submitted in writing to the immediate supervisor within ten (10) working days following the day the overtime was worked. If approved, compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 5.4.2 of this Article.

5.5.2 Compensatory time shall be taken at a time mutually acceptable to the employee and the District within twelve (12) months of, the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay.

## 5.6 Anytime School

5.6.1 When work normally and customarily performed by District employees is required to be performed at times other than during the regular academic year, the work shall be offered first to District employees. In making the assignments of summer work, the District shall consider the needs of the District, employee qualifications, and length of District service, but no employee shall be required to accept the assignment. In the event no unit member accepts an assignment, the district may seek outside applicants.

5.6.2 A unit member shall, for services performed as herein provided, receive a pro rata basis, no less than the compensation and benefits which are applicable to that classification during the regular academic year.

## 5.7 Standby Time

5.7.1 Standby time is any time in which the bargaining unit member has been specifically required by the District to be in a designated place in order to fulfill some potential or specified District need.

5.7.2 Standby time may occur either on District premises or away from District premises (e.g., athletic events, field trips, curricular trips, etc.).

5.7.3 All standby time shall be considered as regular hours worked and shall be compensated at the appropriate straight time or overtime rate unless/until the employee is released from duty.

5.7.4 When a bargaining unit member is being paid for stand by time, they may be assigned appropriate duties.



## **ARTICLE 6: HEALTH AND WELFARE BENEFITS**

### 6.1 Insurance Benefits

6.1.1 Each eligible bargaining unit member, and his/her dependents, shall be entitled to receive a District contribution for health insurance benefits (e.g. medical, dental, vision) in accordance with Appendix “B”.

Eligibility: A fulltime employee assigned eight (8) hours per day or forty (40) hours per week shall participate in the insurance benefits plan and shall receive 100% of the district’s contribution toward insurance benefits.

6.1.2 Employees assigned less than eight (8) hours a day, or less than forty (40) hours per week may elect to participate in the district insurance benefits plan and receive a pro rata district contribution toward insurance benefits as it relates to an eight (8) hour position if they elect to participate in the insurance benefits plan.

Less than fulltime employees will annually have the option to not participate in the district insurance benefits plan.

6.1.3 There will be no ‘in-lieu of benefits’ or ‘opt out’ compensation for employees who elect not to participate in the district insurance benefits plan.

6.1.4 Employees have the option to participate in the district insurance benefits plan annually during the Provider’s Open Enrollment period and subject to their eligibility provisions.

6.1.5 District Contribution / Employee Costs Each unit member shall pay any difference between the total monthly cost for benefits selected and the maximum monthly District contribution. Unit members shall be required to complete a payroll deduction authorization under the benefits plans.

### 6.2 PERS Retirement

The District provides a PERS retirement plan for eligible bargaining unit members. Bargaining unit members should contact the personnel office for more information.

### 6.3 I.R.C. Section 125 Plan:

The District maintains an I.R.C. 125 Plan for voluntary participation by unit members. Unit members may authorize pre-tax payments for costs of health insurance over the maximum District contribution; out-of-pocket health and welfare benefit expenses by payroll deduction subject to the specific request of the Plan.

6.4 SDI:

Upon completion of an employee secret ballot election with majority results the District shall work with the Tehama County Department of Education for Unit members to be covered by State Disability Insurance Plan. (SDI) The full cost of the program shall be paid by the employee through automatic payroll deduction.

***The secret ballot election was held December 2016 and the vote was unanimous of all employees voting to enroll in State Disability Insurance program through payroll deduction.***

## ARTICLE 7: HOLIDAYS

### 7 Holidays

#### 7.1 Specified Holidays

Employees shall be provided with the following specified paid holidays:

New Year's Day	January 1
MLK Day	3rd Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Day	December 25

#### 7.1.2 Religious Observance:

The Superintendent may grant members of religious faiths leave from duties on their major religious holidays sufficient to attend services in their places of worship. Such absences will be limited to three (3) full days in any school year and will be charged against their accumulated sick leave or personal necessity leave.

#### 7.1.3 Unspecified Holidays

7.1.3.1 Based on District operating considerations, and consistent with State law, the specifically enumerated holidays set forth in 7.1 above may be observed on a date other than the date which is specified.

7.1.3.2 Any other day appointed by the President or the Governor of this State, pursuant to subdivisions (b) and (c) of Section 37220 of the California Education Code, for a public fast, thanksgiving, or holiday.

#### 7.2 Compensation for Holidays

7.2.1 When the holiday falls on a Sunday, the holiday shall be observed on the following Monday; if the holiday falls on Saturday, the previous Friday shall be declared a District holiday. Should the following Monday also be a holiday, the holiday shall be observed on Tuesday. Should the previous Friday also be a

holiday, the holiday shall be observed on Thursday.

7.2.2 Unit members who are not normally assigned to duty during the school holidays of December 25<sup>th</sup> and January 1<sup>st</sup> shall be paid for those two holidays provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

7.2.3 If a bargaining unit member is required to work:

7.2.3.1 On a holiday mandated by Education Code Section 45203, he/she shall be given extra pay for such work, or given compensating time off, in addition to the regular pay received for the holiday. The extra pay, or CTO, on these days shall be at the rate of time and one-half.

7.2.3.2 On all other holidays set forth in 7.1.1, he/she shall be paid for such work, or given compensating time off, in addition to the regular pay received for the holiday. The extra pay on these days shall be at the appropriate rate of pay.

### 7.3 Holiday Eligibility

7.3.1 An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

## **ARTICLE 8: VACATION**

### 8.1 Eligibility

- 8.1.1 All bargaining unit members shall earn paid vacation time pursuant to the terms of this Article. Vacation benefits are earned on a fiscal year basis. (July 1<sup>st</sup> – June 30<sup>th</sup>).
- 8.1.2 Pay for a day of vacation shall be the same as that which the bargaining unit member would have received had he/she been in a working status.
- 8.1.3 No bargaining unit member shall take vacation without prior written approval from the Superintendent or his/her designee. An employee on initial probation shall not be eligible to schedule or utilize vacation until completion of the initial six (6) months of employment.

### 8.2 Paid Vacation

- 8.2.1 Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year following that in which it is earned. Vacation may, with the approval of the immediate supervisor, be taken at any time during the school year, except “school year” employees shall not take vacation time but shall be compensated therefore. If the employee is denied to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash by mutual agreement between the employee and the District. In the event no agreement is reached, the employee shall be paid in cash for the amount of such vacation not taken.

### 8.3 Vacation Accrual

- 8.3.1 Vacation time shall be earned and accumulated on a daily basic assignment basis in accordance with the following schedules. “Year of service” shall be defined as twelve (12) calendar months after the first month vacation was accrued following initial employment as a unit member.
- 8.3.2 Vacation is a benefit which, if it is to have value, is to be used.
  - 8.3.2.1 Therefore, each twelve (12) month bargaining unit member shall schedule accrued vacation in such a manner that, on June 30 of any year, the bargaining unit member has no more than fifteen (15) days of unscheduled, accrued vacation credited to his/her account.
  - 8.3.2.2 An employee who fails to schedule/use vacation as required by 8.3.1 may be directed to schedule vacation.
  - 8.3.2.3 See Curtis for specific language

The result set forth in 8.3.2 above shall not apply if the excess was caused by District cancellation of a bargaining unit member's scheduled vacation and/or the bargaining unit member has advance written approval to carry over a larger amount.

### 8.3.3 Accrual Rates

8.3.3.1 Full-time unit members (eight (8) hours per day / five (5) days per week / twelve (12) months per year) shall accrue vacation as follows:

<b>Month</b>	<b>Hours/Month</b>
0 - 60	8.00
61 - 72	9.33
73 - 84	10.00
85 - 96	10.67
97 - 108	11.33
109 - 120	12.00
121-132	12.67
133 and above	13.33

8.3.3.2 Less than twelve (12) month employees shall neither schedule nor take vacation.

8.3.3.3 All vacation hours to be earned by such employee shall be compensated in cash as part of their monthly compensation.

### 8.4 Vacation Scheduling

8.4.1 Vacation schedules for twelve (12) month employees shall be coordinated with the bargaining unit member's supervisor.

8.4.2 When a holiday falls during a scheduled vacation, the bargaining unit member shall be paid for the holiday and shall not be charged a vacation day.

### 8.5 Vacation Postponement

8.5.1 Prior to taking vacation, a unit member may request that his/her vacation be rescheduled. If this request is approved by the immediate supervisor, the vacation shall be rescheduled consistent with the work needs of the department.

8.5.2 The District shall not, without good reason, prohibit an employee from taking a scheduled vacation. If an employee's vacation is changed due to the needs of the

District, the District shall, before making such change, give every consideration to the needs of the employee to prevent undue hardship or loss to the employee.

#### 8.6 Compensation Upon Separation

8.6.1 At the time of separation, for any reason, a bargaining unit member shall be compensated at his/her then current base hourly rate for all vacation earned, accumulated and not used up to and including the effective date of separation. Except, however, employees who have not completed six (6) months of service at the time of separation shall not be compensated for such vacation.

8.6.2 If a bargaining unit member is terminated and had been granted vacation which had not yet been earned at the time of termination of his/her services, the District shall deduct from the bargaining unit member's final paycheck the full amount of salary which was paid for such unearned days of vacation that were taken.

#### 8.7 Holidays

A holiday falling within a vacation period shall not constitute a vacation day.

#### 8.8 Less Than Twelve Month Employees

8.8.1 Less than twelve (12) month employees shall be compensated for all vacation hours as part of their calculated monthly compensation.

## **ARTICLE 9: LEAVES**

### **9.1 Bereavement Leave**

9.1.1 Bargaining unit members shall be granted leave as required by Education Code section 45194. The leave shall be with full pay and shall not be charged against any other leave.

9.1.2 The leave shall be for a period of three (3) days; two (2) additional days will be granted if either out-of-state travel or one-way travel of more than five hundred (500) miles is required.

9.1.3 The immediate family is defined as the mother, father, grandmother, grandfather, or a grandchild of the bargaining unit member or of the spouse of the bargaining unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the bargaining unit member; or any relative living in the immediate household of the bargaining unit member.

### **9.2 Jury Duty**

9.2.1 A bargaining unit member shall be entitled to leave without loss of pay for any time the bargaining unit member is required to perform jury duty service.

9.2.1.1 The District shall pay up to the amount of the difference between the bargaining unit member's regular earnings and any amount the bargaining unit member receives as juror's fees.

9.2.1.2 Any meal, mileage, and/or parking allowance provided the bargaining unit member for jury duty shall not be considered in the amount received for juror's duty.

9.2.2 A bargaining unit member whose assigned shift ends at/or before 5:00 p.m. shall promptly return to duty if he/she is released from jury service at least two (2) hours before to the end of his/her assigned shift, unless released by superintendent or designee. A bargaining unit member whose assigned shift commences at 3:00 p.m. or later, and who was required to serve all or any part of the work day on jury duty shall be relieved from work with pay for that day.

### **9.3 Military Leave**

9.3.1 A bargaining unit member shall be entitled to any military leave provided by law.

9.3.2 The bargaining unit member shall retain all rights and privileges granted by law



arising out of the exercise of military leave.

#### 9.4 Leave of Absence for Illness or Injury

- 9.4.1 A full-time bargaining unit member shall earn twelve (12) days leave of absence for illness or injury for each complete fiscal year of service.
- 9.4.2 Part-time employees shall be entitled to a pro-rated portion of the twelve (12) days leave of absence for illness or injury.
- 9.4.3 Pay for any day of such absence shall be the same as the bargaining unit member would have received had he/she rendered service on the day of illness or injury.
- 9.4.4 A bargaining unit member shall notify his/her immediate supervisor (or designee) as soon as reasonably possible of the bargaining unit member's need to be absent.
  - 9.4.4.1 Bargaining unit members must fill out an absence report upon returning to duty.
  - 9.4.4.2 Where the absence is for three (3) or more consecutive days, the bargaining unit member may be required to submit a medical certificate verifying his/her illness or injury. The District request for medical verification shall be delivered in writing prior to employee's return to work.
- 9.4.5 A bargaining unit member deemed by the District to have (1) excessive absences, (2) or an unusual absence pattern, or (3) the absence occurs under unusual circumstances, may be required to submit a medical certificate verifying his/her illness or injury for any subsequent days of absence. Any such request for verification may also be accompanied by a written warning from the District that the bargaining unit member will be required to provide such certificate prior to any further sick leave usage.
- 9.4.6 At the beginning of each fiscal year, the full amount of sick leave granted under this Article shall be credited to each bargaining unit member.
  - 9.4.6.1 Credit for sick leave need not be accrued prior to taking such leave and such a leave may be taken at any time during the year. However, a new bargaining unit member of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this Article, until the first day of the calendar month after completion of six (6) months of active service with the District.
  - 9.4.6.2 Should an employee separate from District service when his/her sick

leave balance is in a negative status, the District will deduct the excess from the employee's final check.

- 9.4.7 Use of this leave is appropriate for the period of time that the bargaining unit member is temporarily disabled due to pregnancy, miscarriage, childbirth and/or recovery there from. The length of the leave shall commence and terminate on dates determined by the bargaining unit member and the bargaining unit member's physician. (See also paragraph 9.8 below.)
- 9.4.8 If a bargaining unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year without limit.
- 9.4.9 Time off for medical and dental appointments will be treated as sick leave.
- 9.4.10 An employee may utilize one-half (1/2) of his/her annual earned sick leave to care for either a spouse or a minor child who is ill or injured. Such usage shall be coordinated, as permitted by law, with Personal Necessity Leave (see 9.6 below)

#### 9.5 Industrial Accident and Illness Leave

- 9.5.1 A person employed by the District for at least twelve (12) months in a probationary/permanent capacity, who is absent because of an industrial (i.e. job-related) accident or illness, shall be entitled to receive leave as is listed in Ed Code 45192.

#### 9.6 Personal Necessity Leave

- 9.6.1 Up to seven (7) days of earned sick leave per year may be used for reasons of personal necessity leave as defined below:
  - 9.6.1.1 Serious or critical illness or death of a member of the immediate family as defined under Bereavement Leave.
  - 9.6.1.2 Accident involving his/her person or property, or the person or property of his/her immediate family of such an emergent nature that the immediate presence of the bargaining unit member is required during his/her work day.
  - 9.6.1.3 Appearance in any court or before any administrative tribunal as a litigant, a party, or as a witness under subpoena.
  - 9.6.1.4 Child rearing, including processing of adoption papers.

- 9.6.2 For reasons 9.6.1.1 and 9.6.1.2 above, and those involving extenuating

circumstances, the approval shall be requested by the bargaining unit member at least two (2) days in advance of the absence, or if not practicable, as soon as possible.

9.6.3 For reasons 9.6.1.3 and 9.6.1.4, above, the approval shall be requested by the bargaining unit member at least five (5) days in advance; or, if not practicable, as soon as possible.

## 9.7 Personal Leave

Up to two (2) days of earned sick leave may be used each year for personal reasons deemed by the employee as personally compelling.

9.7.1 The bargaining unit member is not required to give a reason for the absence, but they must request and receive prior approval. The approval shall be requested by the bargaining unit member at least five (5) days in advance; or, if not practicable, as soon as possible.

## 9.8 Family Care Leave

9.8.1 The District shall provide each eligible bargaining unit member with leave as required by the State and Federal Family and Medical Leave Acts.

9.8.2 Other leaves granted by the District pursuant to this Agreement may satisfy (in full or in part) the District's obligations under those statutes.

## 9.9 Pregnancy Disability Leave

### 9.9.1 Eligibility

All female bargaining unit members, regardless of length of service with the District, shall be entitled to take a pregnancy disability leave if they are disabled by pregnancy.

### 9.9.2 Length of Leave

9.9.2.1 Leave of up to four (4) months may be taken, as needed, for the period(s) of time a bargaining unit member is actually disabled by pregnancy.

- Four (4) months means the number of days the bargaining unit member normally would work within that four (4) month period.
- For example, a full-time bargaining unit member who works five (5) eight-hour days per week would be entitled to up to eighty-eight (88)

working days of leave, based on an average of twenty-two (22) working days per month for four (4) months.

9.9.2.2. A bargaining unit member who works fewer than five (5) days a week, or eight (8) hours per day, receives leave on a pro rata or proportional basis.

### 9.9.3 Intermittent Leave

The leave may be taken intermittently or in a reduced work schedule when medically advisable, as determined by the health care provider of the bargaining unit member.

### 9.9.4 Compensation

The leave is unpaid. A bargaining unit member may elect, however, to use accrued sick or vacation leave during the otherwise unpaid portion of the leave. The District may require a bargaining unit member to use accrued sick leave during the otherwise unpaid portion of the leave.

### 9.9.5 Benefits

During the leave, a bargaining unit member will receive District-paid benefits at the same level as if the bargaining unit member were not on leave. A bargaining unit member will continue to accrue seniority during the leave period.

### 9.9.6 Medical Certification of Need for Leave

The District will require medical certification of the need for leave. The medical certificate should contain the date on which the bargaining unit member became disabled due to pregnancy; the probable duration of the period or periods of disability; and an explanatory statement that because of the disability, the bargaining unit member is either unable to work at all or is unable to perform any one (I) or more of the essential functions of her position, without undue risk to herself or to other persons, or to the successful completion of her pregnancy.

### 9.9.7 Release to Return to Work

The District will require a bargaining unit member to obtain a release to return to work from her health care provider prior to returning to work.

#### 9.9.8 Reinstatement

A bargaining unit member will be reinstated in accordance with FEHC §7291.9.

#### 9.10 General Leaves

9.10.1 When no other leaves are available, a leave of absence may be granted to a bargaining unit member on terms which are acceptable to the District and the bargaining unit member. Such leaves are at the sole discretion of the District and may be on a paid or unpaid basis.

#### 9.11 Five Months Differential Pay

When a person employed in the classified service is absent from his/her duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute who has been employed to fill his/her position during his/her absence.

## **ARTICLE 10: JOB VACANICES, TRANSFERS AND PROMOTIONS**

### 10.1 Posting of Vacancies

- 10.1.1 Notice of all vacancies in classifications included in the bargaining unit shall be posted on a bulletin boards in the workroom.
- 10.1.2 Except by mutual agreement between the District and RCESP, the vacancy shall be posted for a period of not less than five (5) working days.
- 10.1.3 A copy of the posting shall be provided to the RCESP President. During school recess periods, the District shall mail job vacancy notices to all employees.
- 10.1.4 The posting shall contain: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the salary range assigned to the position and the deadline for filing an application to be considered for the vacancy. The posting shall also include the number of hours per day/days per week and months per year currently assigned by the District to the position.

### 10.2 Voluntary Transfer

#### 10.2.1 Application

- 10.2.1.1 When a new bargaining unit position is created, or an existing bargaining unit position becomes vacant, a bargaining unit member may apply for transfer to the new or vacant position in response to the District posting.
- 10.2.1.2 An employee on vacation or leave of absence may authorize the Job Steward to file on the employee's behalf.

#### 10.2.2 Procedure for Voluntary Transfer

- 10.2.2.1 An interested bargaining unit member must file a request for transfer with the District office.
- 10.2.2.2 The filing of a request for transfer is without prejudice to the bargaining unit member and shall not jeopardize the bargaining unit member's present assignment. A request for transfer may be withdrawn by the bargaining unit member, in writing, at any time prior to official notification of transfer approval.
- 10.2.2.3 All unit members applying for a vacancy who meet the stated minimum requirements shall be granted an interview for the position.
- 10.2.2.4 If an employee is not selected for a vacancy, he/she has the right to discuss

the reasons with the Superintendent or designee. Upon request of the employee, the Superintendent or designee shall put the reasons in writing.

### 10.3 Criteria

The following criteria shall be considered when a voluntary transfer request is reviewed:

10.3.1 The needs and efficient operation of the District.

10.3.2 The comparison of the bargaining unit member's qualifications to the minimum qualifications of the new position.

10.3.3 The qualifications, including experience and recent training of the bargaining unit member, compared to those of other candidates for the position to be filled.

10.3.4 The length and quality of the service rendered to the District by the bargaining unit member.

### 10.4 Medical Transfers

10.4.1 The District shall provide alternate work, if a work is available, to a bargaining unit member who has become temporarily or permanently medically unable to satisfactorily perform his/her regular job duties.

10.4.2 Any permanent bargaining unit member separated from service because of medical impairment shall be placed on a reemployment list for thirty-nine (39) months.

### 10.5 Student Employees

10.5.1 Employment of either full-time students in any secondary school or college work-study program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for service.

### 10.6 Federal or State Programs

10.6.1 In the use of Workforce Investment Act (WIA) program employees and other similar Federal or State programs designed to train low income or disadvantaged persons, the District will not reduce the regular or overtime work hours of unit members nor contract out work which will result in the displacement unit members.

## ARTICLE 11: LAYOFF/REEMPLOYMENT AND RESIGNATION

### 11.1 Definitions

- 11.1.1 “Layoff” means an involuntary separation of a permanent or probationary status employee due to lack of funds and/or work.
- 11.1.2 “Classification” means a particular employment position.
- 11.1.3 “Job Family” means a grouping of classifications within the same occupational area or department.
- 11.1.4 “Length of Service” means the initial date of paid service as a probationary unit member.
- 11.1.5 “Bumping” for purposes of this Article, **bumping** is defined as the displacement of a junior employee by a more senior employee to avoid either the layoff or a reduction in hours of the senior employee.

### 11.2 Date of Hire

- 11.2.1 The date of hire shall be the first day of actual work.
- 11.2.2 Such date of hire shall be adjusted by periods of unpaid leave of more than sixty (60) consecutive workdays.
- 11.2.3 Upon reemployment of a former unit member, a new hire date shall be established.

### 11.3 Reduction in Hours

- 11.3.1 The District shall negotiate the effects of layoff and the decision and effects of a reduction in hours upon a demand to bargain from RCESP. The District shall notify the exclusive representative of any proposed reduction in hours.

### 11.4 Seniority

- 11.4.1 Seniority shall be determined by the date of District employment in a probationary or permanent status.
- 11.4.2 Seniority shall include service in the class from which layoff occurs and in higher classes.
- 11.4.3 Should a bargaining unit member resign and subsequently reemploy, the unit member does not retain seniority. A new date of hire will be established. **(See EC 45195)**



## 11.5 Application of Layoff

- 11.5.1 Unit members shall be subject to layoff by the Governing Board for either lack of work or lack of funds.
- 11.5.2 The District shall give written notification to RCESP at least sixty (60) days prior to the effective date of the layoff. The District will include a current seniority list.
- 11.5.3 Upon request, the District and RCESP shall negotiate the effects of layoff and the decision and effects of a reduction in hours upon a demand to bargain from RCESP.
- 11.5.4 Upon request, the District and RCESP shall meet and negotiate regarding the effects of the layoff as required by PERB.
- 11.5.5 Unit members who have been given notice of layoff shall respond in writing within ten (10) calendar days after receiving such notice, of their intent to exercise seniority rights for displacement.
- 11.5.6 The order of layoff within a classification shall be in inverse order of seniority. The unit member with the least seniority in the affected classification, plus seniority in a lateral or higher classification, shall be laid off first.
- 11.5.7 A unit member whose position has been eliminated, or whose hours have been reduced, or who has been bumped from his/her present position may bump a less senior employee in a position of equal or less hours (i.e. same job profile) within his/her classification. If no such position is available, the unit member may bump into a position of the same job profile in an equal or lower classification in which the employee previously gained permanent status provided his/her seniority is greater than the least senior employee in that equal or lower class.
- 11.5.8 An employee displaced from his/her classification as a result of being bumped shall have the same bumping rights as set forth in 11.6.8 above.
- 11.5.9 Employees laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.
- 11.5.10 In addition, such employees laid off have the right to be considered for promotions within the District during this period of time.
- 11.5.11 A permanent employee may voluntarily consent to a reduction in hours of employment, or to an assignment to a lower classification, in order to avoid

layoff.

11.5.11.1 Employees who take a voluntary demotion or a voluntary reduction in assigned time in lieu of layoff to remain in their present positions, shall be granted the same rights as persons who are laid off and shall retain eligibility to be considered for reemployment for an additional period of twenty-four (24) months (total 63 months).

11.5.12 An employee who has been laid off, and is subsequently reemployed from a valid re-employment list, shall retain that seniority and status earned prior to the effective date of the layoff.

11.5.13 The period of actual layoff shall, however, be “factored” out.

11.5.14 This revised seniority shall be utilized to compute entitlement to vacation accrual, longevity steps, and other benefits and burdens which are specifically mandated by the Education Code or provided by this contract.

## 11.6 Reemployment Rights

11.6.1 The names of unit members who have been laid off shall be placed on reemployment lists by classification.

11.6.2 Offers of reemployment shall be made from the reemployment lists based on the highest seniority.

11.6.3 Unit members shall be notified of offers of reemployment by Certified/Registered Mail at the employee’s last known address of record. It is the employee’s responsibility to maintain an accurate address on file with the District.

11.6.4 A unit member shall give written notification to the District of his/her intent to accept or refuse reemployment within ten (10) calendar days following mailing of the offer of reemployment. Failure to respond by the employee shall be deemed a refusal of the reemployment offer.

11.6.5 A unit member on a reemployment list may decline three offers of reemployment in his/her former classification. After the third refusal, no additional offers need be made except that an employee may, during the period of entitlement, notify the District to availability and shall thereafter be entitled to offers of employment for which the employee is eligible.

## 11.7 Resignation

11.7.1 A unit member may resign by filing a written notice of resignation with the Superintendent (or designee). A resignation accepted by the Superintendent (or designee) may not be withdrawn by the unit member.

## 11.8 Retirement in Lieu of Layoff

- 11.8.1 Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of the proposed layoff complete and submit a form provided by the district for this purpose.
- 11.8.2 The employee shall then be placed on a thirty-nine month reemployment list in accordance with this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code sections.
- 11.8.3 When an offer of reemployment is made to an eligible person retired under this section, if a written acceptance is received within ten (10) working days, the position shall not be filled by any other person, except a substitute, and the retired person shall be allowed sufficient time to terminate his/her retired status.
- 11.8.4 An employee subject to this section who retires and is eligible for reemployment, and who declines an offer of reemployment equal to that from which laid off; shall be deemed to be permanently retired.
- 11.8.5 Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this section.

## 11.9 Reemployment in Highest Classification

- 11.9.1 Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine months right to the higher paid position.

## **ARTICLE 12: DISCIPLINE OF PERMANENT EMPLOYEES**

12.1 Discipline, as used in this Article, means dismissal, demotion, suspension, and/or reduction in classification for performance related reasons without the permanent employee's consent.

12.1.1 A layoff or reduction of hours, based on lack of work or lack of funds, shall not be considered discipline.

12.1.2 This Article shall not limit the District's right to evaluate or to reprimand or to counsel whether orally or in writing. Nor shall anything in the District's evaluation procedures limit the District's right to discipline employees pursuant to this Article.

12.2 Permanent/Probationary

12.2.1 Unit members with permanent status shall be subject to discipline only for cause pursuant to this Article.

12.2.2 The probationary period is an extension of the selection process. As such, a probationary unit member may be demoted to previous position at any time during the probationary period, at the sole discretion of the District, and without a right to a hearing.

12.2.3 Progressive Discipline

In accordance with the concept of "progressive discipline", counseling and an opportunity for improvement shall typically precede disciplinary action. However, this concept shall not apply in cases involving gross misconduct or other circumstances deemed appropriate by the District.

12.3 Causes for Discipline of Permanent Employees

12.3.1 The continued employment of a permanent unit member is contingent upon satisfactory performance and personal fitness. A permanent unit member may be disciplined for just cause. Just cause includes, by way of illustration and not limitation:

12.3.3 Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, time sheets or cards, absence forms or any other District records.

12.3.4 Failure or inability to perform duties assigned to an employee's position.

12.3.5 Unsatisfactory performance of the duties of his/her position.

- 12.3.6 Inefficiency in performance of the duties of his/her position.
- 12.3.7 Neglect of duty.
- 12.3.8 An act of insubordination. This shall include, by way of illustration and not limitation, refusal or other failure to either comply with a direct order and/or refusal to cooperate fully.
- 12.3.9 Dishonesty or theft, including deliberate destruction, damage or removal of the property of the District or another person.
- 12.3.10 Possession and/or consumption of an alcoholic beverage, or an intoxicant of any kind, at a District facility or on District property.
- 12.3.11 While on duty: either used, sold/furnished, or was under the influence of, or unlawfully possessed any controlled substance (as defined in Health and Safety Code section 11007 et seq.).
- 12.3.12 Conviction of any felony; or the conviction of a misdemeanor involving moral turpitude; or the conviction of any sex offense or substance abuse offense made relevant by provisions of the Education Code. A plea of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.
- 12.3.13 Abandonment of position. Five (5) of the affected employee's work days of continuous absence without approved leave or sufficient reason may be deemed abandonment and may result in termination as a voluntary resignation. (See Section 12.6)
- 12.3.14 Discourteous, offensive, or abusive conduct or language toward the public, a pupil, or another employee of the District.
- 12.3.15 Misuse of District property.
- 12.3.15 Willful violation of District rules, regulations, policies or procedures. This shall also include failure to obey the District's safety rules or regulations.
- 12.3.16 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's classification specification or otherwise necessary for the employee to perform the duties of the position.
- 12.3.17 Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- 12.3.18 Unlawful discrimination (this includes, by way of illustration and not

limitation, harassment as defined in Article 15) while acting in the capacity of a District employee.

- 12.3.19 Unlawful retaliation against a pupil or any 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 any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.
- 12.3.20 Repeated and/or unauthorized absenteeism and/or tardiness, including abuse of illness or other leave provisions.
- 12.3.21 Knowingly provided, in a verbal or written manner, confidential employee and/or student records to an unauthorized person or persons.
- 12.3.22 Conduct, either during or outside of duty hours, which negatively impacts the employee's ability to render service to the District and/or causes discredit to the District.

#### 12.4 Prior action

No disciplinary action shall be taken for any cause which arose prior to the employee attaining permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District. Such prior cause(s), however, may be utilized in determining the appropriate level of discipline for a current cause for discipline.

#### 12.5 Procedure for Imposing Disciplinary Action on an Employee

##### 12.5.1 Informal Conference

An employee who has been tentatively recommended for discipline shall be afforded the opportunity to present facts in his/her defense at an informal conference prior to a final determination by the District. He/she shall have the right to a representative of his/her choice at the informal conference.

##### 12.5.2 Notice to the Employee

Prior to the imposition of disciplinary action, the District shall give notice to the employee. This written notice of disciplinary action shall be deemed sufficient if:

12.5.2.1 personally delivered;

12.5.2.2 actually received by the employee;

12.5.2.3 sent to the employee by certified mail, return receipt requested, at the employee's last known address.

### 12.5.3 Contents of the Written Notice

The contents of the written notice shall include, but need not be limited to, the following:

12.5.3.1 Statement of the specific acts and omissions upon which the disciplinary action is based.

12.5.3.2 A statement of the cause, or causes, for the action taken.

12.5.3.3 If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation.

12.5.3.4 A statement of the discipline proposed, including beginning and ending dates(s), if appropriate.

12.5.3.5 A statement that the employee may file, with the Superintendent or his /her designee, a request for hearing before the District Governing Board. Such request must be filed within five (5) days (see 13.2.3) after receipt of the written notice by the employee.

12.5.3.6 A form which shall constitute a demand for a hearing signed and filed with the district within (5) working days of notice.

12.5.3.7 A statement that if the employee does not respond pursuant to 12.4.3.5 above, the District will impose the discipline as noticed.

### 12.5 Employment Status Pending Hearing

12.5.1 Except as set forth in 12.5.2 below, an employee who has requested a hearing regarding a recommendation of disciplinary action shall remain on active duty status and shall remain responsible for fulfilling the duties of the position pending his/her hearing. Active duty may, at the District's discretion, include a special or changed assignment.

12.5.2 After compliance with 12.4.1 through 12.4.3.7, if the District recommends dismissal, the employee may be suspended (with or without pay) pending a hearing if the District determines that his/her presence would be detrimental to the welfare of the District, the pupils, the public, or other employees of the District.

## 12.6 Hearing Before the District Governing Board

- 12.6.1 If the employee served with a notice of disciplinary action files a timely request for hearing, a hearing will be granted. The Governing Board may conduct such a hearing itself or may appoint a hearing officer to conduct such a hearing.
- 12.6.1.1 Any decisions rendered by a hearing officer shall be advisory to the Governing Board.
- 12.6.1.2 The hearing shall be conducted in closed session unless the employee requests a public hearing. The Governing Board, or the hearing officer, may deliberate in the absence of the employee and the District administration.
- 12.6.2 At such hearing, the employee shall be entitled: to appear personally; to be represented by a person of his/her choice; to introduce relevant evidence on his/her behalf; to cross-examine witnesses; and to challenge evidence presented by the District.
- 12.6.3 The Governing Board's determination of the sufficiency of the cause for disciplinary action, as well as the level of discipline imposed, shall be conclusive.
- 12.6.4 If an employee requests a hearing, and subsequently fails to appear at the hearing, the employee shall be deemed to have waived any right to participate or be represented at the hearing. Thereafter, action may be taken without further notice to the employee in accordance with the recommendation for disciplinary action which was previously served upon the employee.

## 12.7 Absence Without Leave

### 12.7.1 Automatic Resignation

Absence without approved leave or sufficient reason (without notification to the District) for more than five (5) consecutive work days is an automatic resignation as of the last day on which the bargaining unit member actually rendered service. Any absences without approved leave, whether with notification or for five (5) days or less, may still subject the unit member to discipline up to and including termination.

### 12.7.2 Notice

The District shall serve notice of the automatic resignation on the bargaining unit member. Such notice shall be served, by certified mail or personal service, at the bargaining unit member's last known address.



### 12.7.3 Reinstatement

A bargaining unit member may apply for reinstatement to his/her position under the following conditions:

- 12.7.3.1 The bargaining unit member must seek reinstatement, in writing, within fifteen (15) calendar days of receipt of the notice of automatic resignation. The bargaining unit member will only be considered for reinstatement if he/she makes an explanation of his/her absence which is acceptable to the District.
- 12.7.3.2 If the bargaining unit member does not receive the notice of automatic resignation, the bargaining unit member must seek reinstatement within thirty (30) calendar days of the date on which he/she last rendered service. The bargaining unit member will only be considered for reinstatement if he/she makes an explanation of his/her absence which is acceptable to the District.
- 12.7.3.3 If the bargaining unit member makes an explanation of his/her absence which is acceptable to the District, the bargaining unit member must be able to return to the full range of his/her duties on the date on which he/she seeks reinstatement **OR** must have prior approval of a continued leave of absence from the Superintendent or his/her designee.
- 12.7.3.4 The bargaining unit member who is reinstated shall not be compensated for the period of his/her absence or separation and shall not accrue seniority, nor entitlement to and other benefit for his/her period of absence or separation.

## **ARTICLE 13: GRIEVANCE PROCEDURES**

### 13.1 Purpose

- 13.1.1 The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise.
- 13.1.2 Grievance proceedings shall be as informal and confidential as reasonably appropriate at each level of the procedure.

### 13.2 Definitions

- 13.2.1 A “grievance” is an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement.
- 13.2.2 A “grievant” is an employee covered by this Agreement or RCESP on behalf of one or more unit members. If filing on behalf of a unit member, RCESP shall stand (for all purposes) in the position of the unit member(s).
- 13.2.3 A “day” is any day that the District office is open for business and the grieving employee is required to provide service.
- 13.2.4 A “supervisor” is the designated supervisory or management person, who at the lowest administrative level, assigns, directs the work of, or evaluates the employee. The supervisor of each unit member will be designated in writing. Typically, the site Principal is the immediate supervisor of classified employees.

### 13.3 Informal Level

- 13.3.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by informal conference with the supervisor.
- 13.3.2 The informal conference shall be scheduled and conducted within twenty (20) days after the grievant knew, or should reasonably have known, of the facts giving rise to the grievance.
- 13.3.3 Within ten (10) days after the informal conference, the supervisor shall investigate the grievance and give his/her decision to the grievant.
- 13.3.4 Failure of the District to issue a decision within the time limit at any step shall be deemed a denial and permit the grievant to proceed to the next level within the applicable time limits.

### 13.4 Level I- Immediate Supervisor

13.4.1 If not resolved to the satisfaction of the grievant at the informal level, the grievance may be presented, on the approved District form, to the immediate supervisor within ten (10) days after the informal response. A copy of the Grievance Form is included as Appendix “C-1” to this Agreement.

13.4.2 Within ten (10) days after the filing of the formal grievance, the supervisor shall investigate the grievance and give his/her decision in writing to the grievant.

### 13.5 Level II - Superintendent

13.5.1 If the grievant is not satisfied with the decision rendered pursuant to Level I, or if no written decision has been rendered within ten (10) days, the grievant may appeal the decision within ten (10) days to the Superintendent or his/her designee.

13.5.1.1 The appeal shall include a copy of the original grievance, the decision rendered at Level I (if any) and a clear, concise statement of the reasons for the appeal. (See Appendix “C-2”)

13.5.1.2 Within five (5) days of the receipt of the grievance at Step Two, the Superintendent or designee will meet with the grievant in an attempt to resolve the grievance.

13.5.1.3 Within ten (10) days of the meeting above, the Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant and the Association President.

### 13.6 Level III - Mediation

13.6.1 If not satisfied with the decision at Level II or if a decision is not rendered by the District, mediation may be requested by either party. Such a request shall be made within ten (10) days of the District’s decision at Level II. If the District and RCESP concur that mediation could be helpful, a mediator shall be secured from the California State Mediation and Conciliation Service. If there is a charge, it shall be borne equally by the District and the Union.

13.6.2 During the pendency of mediation, the timelines for further processing of the grievance shall be stayed.

### 13.7 Level IV - Board

13.7.1 If mediation was not successful (or not requested), and the grievant remains unsatisfied with the decision rendered at Level II, he/she may appeal the decision within ten (10) days to the District Governing Board. The appeal shall include a copy of the original grievance, the decisions rendered at Levels I and II, and a clear, concise statement of the reasons for the appeal.

- 13.7.2 Upon mutual consent of the Superintendent and RCESP, the Board may decide the grievance on the basis of the material submitted by the grievant and the Superintendent. In the alternative, the Governing Board shall schedule a meeting to be held within thirty (30) days after receipt of the appeal.
- 13.7.2.1 If a meeting is held, the Superintendent and the grievant shall be afforded the opportunity to make a presentation and may be asked clarifying questions by the Governing Board.
- 13.7.2.2 If a meeting is held, it shall be in closed session unless state law requires that it occur in open session.
- 13.7.3 Within fifteen (15) days after the meeting, or within thirty (30) days after receipt of the appeal if no meeting is conducted, the Governing Board shall give its decision in writing to the grievant.
- 13.7.4 The Governing Board's decision shall be final and binding upon the parties.

### 13.8 General Provisions

- 13.8.1 If the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending final decision on the grievance, unless there exists a clear and present danger to the employee or others.
- 13.8.2 If multiple grievances arise on the same issue, the District may elect to hear only the first written grievance filed. In such case, the decision rendered shall be applicable to all claims on the same issue which arose from the same set of circumstances.
- 13.8.3 Grievance meetings between the District and the Grievant/RCESP shall occur during the normal workday but at a time and in a manner which does not unduly interfere with the employee's work or the normal operations of the District.
- 13.8.4 During the pendency of any grievance, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
- 13.8.5 Any grievance not appealed to the next step of the procedure within the prescribed time limit shall be considered settled on the basis of the answer given at the preceding step.
- 13.8.6 Failure of the District to issue a decision within the time limit at any step shall be deemed a denial and permit the grievant to proceed to the next level within

the applicable time limits.

- 13.8.7 Time limits set forth in this Article may be modified by mutual written agreement of the parties involved.
- 13.8.8 Any request for necessary and relevant information should normally be made at or before Level One. Only related matters may be subsequently introduced.
- 13.8.9 A decision made totally in favor of the grievant, at any point in the grievance process, shall constitute sufficient cause to remove any directly related material from the employee's personnel file.

### 13.9 Miscellaneous Provisions

- 13.9.1 If the grievance involved employees with different immediate supervisors, the grievance may be filed at Step Two.
- 13.9.2 A grievant shall be entitled to representation at each step of the grievance procedure by a person designated by the Association.
- 13.9.3 Any employee witnesses required by the District to appear and testify before the Board or hearing officer in connection with this Article shall suffer no loss of pay for the period of time in which they are required to testify.
- 13.9.4 All documents resulting from a grievance shall be filed in a separate grievance file and shall not be kept in an employee's personnel file.
- 13.9.5 Timelines in this Article shall be computed from the day following the referenced event. Timelines in this procedure may be extended by written mutual agreement between the parties.
- 13.9.6 A decision rendered by the District at any step in these procedures becomes final unless appealed within the time limits specified. Failure by the administration to respond within the time limits specified at each level shall start the time period for the grievant to appeal to the next level.
- 13.9.7 An employee may present grievances to the District, and have such grievances adjusted without the intervention of the Association, so long as the adjustment is reached prior to Level III, and the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- 13.9.8 If the same complaint or substantially the same complaint is made by more than one employee against one party, the parties may agree that only one employee on behalf of himself/herself and the other grievants may process the grievance

through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance.

13.9.9 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 public without the written agreement of all parties.

13.9.10 An employee grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to final decision of the grievance. In the event the alleged grievance involved an order, requirement, etc., the aggrieved shall fulfill or carry out such order or requirement, etc., pending the decision of the grievance.

#### **ARTICLE XIV PROFESSIONAL GROWTH**

##### 14.1 General

The District encourages bargaining unit members to involve themselves in activities which will improve their professional skills and/or provide opportunities for related growth and improvement.

##### 14.2 Expenses

###### 14.2.1 Advance Approval

Bargaining unit members will be reimbursed for professional growth expenses (e.g., registration fees, meals, materials, transportation, parking, and other expenses) which were approved in advance in writing by the Superintendent or his/her designee.

###### 14.2.2 Approval will typically be granted if:

14.2.2.1 the activity is directly related to the bargaining unit member's current assignment; and/or

14.2.2.2 the activity is deemed by the Superintendent or his/her designee to be of special value to the District; and/or

14.2.2.3 funds are available and appropriated by the Board for this purpose.

##### 14.3 General

14.3.1 To obtain approval, a bargaining unit member must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, nature and purpose and justification for attendance at the

professional growth activity.

- 14.3.2 At the completion of the professional growth activity, the bargaining unit member must verify satisfactory completion and submit his/her expenses on a claim form with documentation for each expense.
- 14.3.3 The employee must be promptly repay all monies to the District if the bargaining unit member fails to satisfactorily complete the activity.

## **ARTICLE 15: HARASSMENT**

### 15.1 District Policy

- 15.1.1 All employees are entitled to have a work environment free of unlawful harassment.
- 15.1.2 Sexual harassment, and harassment based on gender, pregnancy, childbirth, or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation are prohibited. All such harassment is unlawful.

### 15.2 Filing Complaints

- 15.2.1 Employees who feel that they have been subjected to unlawful harassment are directed to file a written complaint with either their supervisor or the Superintendent.
- 15.2.2 Such complaints shall be filed as soon as possible after the incident.
- 15.2.3 The complaint should include details of the incident (or incidents), names of the individuals involved, and names of any witnesses.
- 15.2.4 All complaints if harassment taken by supervisors are to be referred to the site administrator and the Superintendent.
- 15.2.5 The District will immediately undertake an effective, thorough and objective investigation of the harassment allegations.

## **ARTICLE 16: CLASSIFICATION/RECLASSIFICATION**

### 16.1 Assignment

Each employee shall be assigned to a position within a classification. A person may be employed and paid part-time in one classification and, part-time in another classification.

### 16.2 Creation of New Classifications

If the District wishes to create a new classification, the District shall negotiate with the Association concerning the impacts and effects of the decision, to the extent required by the Educational Employment Relations Act.

### 16.3 Assignment to a Higher Classification

A unit member who is assigned or promoted to a classification with a higher salary range shall be placed at the step in the new salary range, which represents an increase of at least five percent (5%), but in no event higher than the last step of the range.



## **ARTICLE 17: MANAGEMENT RIGHTS**

### 17.1 Retained Rights

This Article assures that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law.

### 17.2 Duties and Powers

By way of illustration, and not limitation, these duties and powers include the exclusive right to:

- 17.2.1 determine its organization;
- 17.2.2 direct the work of its employees;
- 17.2.3 determine the times and hours of operation;
- 17.2.4 determine the kinds and levels of services to be provided and the methods and means of providing them;
- 17.2.5 establish the educational philosophy of the District and related policies, goals and objectives;
- 17.2.6 determine staffing patterns and procedures;
- 17.2.7 determine the number and kind of personnel required;
- 17.2.8 maintain the efficiency of District operations;
- 17.2.9 hire, classify, assign/reassign, evaluate and promote employees; and
- 17.2.10 terminate and discipline employees for just cause.
- 17.2.11 The parties agree that the District can continue to utilize the current grounds keeping contractor unless or until the District fills the grounds position either at the resignation/retirement of the contractor or the District fills the position with an employee.
- 17.2.12 The District shall not execute a contract for services which have been routinely or customarily performed by members of the bargaining unit and which will result in a layoff, reduction of assigned hours, transfer or reassignment of unit members.
  - 17.2.12.1 The District shall notify the association of any pending contracts that might be considered bargaining unit work.

### 17.3 Exercise of Rights

The exercise of the preceding by the District (including the adoption of policies, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith) shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms are in conformance with the law.

### 17.4 Amendment of Policies

If necessary, the District will amend its written policies/procedures and take such other action as may be necessary to give full force and effect to the provisions of this Agreement.

## **ARTICLE 18 ORGANIZATIONAL RIGHTS/JOB STEWARD**

### 18.1 Organization Rights

RCESP shall enjoy the following organizational rights:

- 18.1.1 The right of reasonable access to areas in which employees work for the purpose of representing bargaining unit members. All access must be preceded by notice to the site administrator/supervisor. The right to access may be limited if it disrupts or interferes with employee work and/or the educational process.
- 18.1.2 The right to use bulletin boards designated for Association use by the District for the posting of information or notices RCESP's representation of employees. All material posted shall be in good taste and not offensive to the public, employees, students, and/or Board members.
- 18.1.3 The right to use facilities and buildings in accordance with adopted Board policy governing the use of school facilities and buildings. This shall also include the privilege of using District communication equipment (i.e. computers, telephones, fax, and copier) for activities related to RCESP's business. Such use is limited to non-work time. All costs (e.g. long distance charges, paper, etc.) to the District must be reimbursed by RCESP.
- 18.1.4 The right to receive upon request, copies of non-confidential documents which have been prepared by the District when such documents are reasonably necessary to the Association's duties as the exclusive representative. This shall include any budget or financial material which has been submitted to the Governing Board.
- 18.1.5 Unit members whose normally assigned work shift is during a period when a RCESP Chapter meeting is scheduled will be allowed a total of one hour per month during the months of September through June to attend Chapter meetings. This release time must be made up during that shift. Such attendance shall be preapproved and not conflict with the needs of the District. At the request of the administration, the Association will provide a list of individuals in this category who attended a given meeting.
- 18.1.6 The right to be supplied, upon written request of RCESP's Chapter President, with a complete 'hire date' seniority list' of all bargaining unit employees on the effective date of this Agreement, and every year thereafter for the life of this Agreement.

## 18.2 Employee Rights

The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations.

## 18.3 Dues Deduction

18.3.1 The Association has the sole and exclusive right to have membership dues deducted by the District for unit members.

18.3.2 The District shall deduct from the pay of Association members and pay to the Association the sum equal to the normal and regular monthly Association membership dues.

18.3.3 Deductions will be made only upon the filing with the District, by the employee, of a signed revocable authorization. Employees have the right to revoke their dues deduction authorization at any time.

- a. The District shall notify the Association if any member revokes their dues deduction authorization.
- b. The District shall not be obligated to put into effect any new, changed or discontinued dues deduction until the pay period commencing no less than thirty (30) calendar days after submission of the form to the designated representative of the District.

## 18.4 Job Stewards

18.4.1 RCESP shall select one (1) employee to serve as Job Steward and one (1) employee to serve as the Alternate Job Steward. RCESP will keep the District advised of the identity of the employees selected, in writing, at all times.

18.4.2 An employee shall have the right to have the Job Steward present if she/he is directed to participate in an investigatory interview which the employee reasonably believes may result in discipline. If the Job Steward is not available, the District will postpone the investigatory interview for a reasonable time to permit either the Job Steward or an alternative to be present.

18.4.3 The Job Steward shall be entitled to investigate and adjust grievances on behalf of employees.

18.4.4 The Job Steward shall not engage in any action, during work hours, to adjust a grievance without prior permission from the District.

18.4.4.1 When adjusting, or investigating a grievance, the Steward shall not interrupt or interfere with the work of another employee.

18.4.4.2 Permission will not be unreasonably denied.

#### 18.5 Chapter President

18.5 That bargaining unit who has been elected Chapter President may take up to five (5) days of release time to engage in chapter activities.

18.6 Such time shall not be utilized to the detriment of the District.

18.7 Release time is subject to Superintendent approval which shall not be unreasonably withheld.

18.8 RCESP shall reimburse the District for all salary and benefit costs associated with the Chapter President's absence.

18.9 Chapter President or his/her designee will be provided with up to 15 minutes release time to meet with a new employee during orientation.

#### **ARTICLE 19: Reserved for future use**

#### **ARTICLE 20: SAFETY**

#### 20.4 Safety Handbook

20.4.1 The District maintains an Injury and Illness Prevention Program. Each employee should review the District's Employee Safety Handbook. A copy is available in the District office. 20.1.2 All employees shall follow the District's safety rules and program and shall conduct themselves in a manner consistent with safe work habits.

#### 20.5 On-the-Job or Job-Related Accidents

20.5.1 If an on-the-job injury is sustained, no matter how slight, it should be reported to a supervisor as soon as reasonably practicable. Unless excused by circumstances beyond the employee's control, this should occur before the end of the employee's assigned shift.

20.5.2 If an employee driving a District vehicle and is involved in a vehicle accident, they are to contact the law enforcement agency having jurisdiction to file a report. They are to report the incident to a supervisor as soon as reasonably practicable.

20.5.3 In each instance described above, an accident report must be completed within twenty-four (24) hours of the incident and filed with the District.

## **ARTICLE 21: TRANSPORTATION**

### **21.1 Changes of Bus Driver Hours and Assigned Routes**

21.1.1 Scheduled Bus Driver hours and routes may be changed by the District as follows:

- a. Based on projected enrollment in late August or early September.
- b. Once during the first semester and once during the second semester.

21.1.2 Extra trip assignments shall first be assigned to bargaining unit members.

## **ARTICLE 22: CONCERTED ACTIVITIES**

22.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, illegal picketing 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 Agreement, including compliance with the request of other labor organizations to engage in such activity.

22.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.

22.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

22.4 It is agreed and understood that during the term of this Agreement the District will not lock out unit members as a result of a labor dispute with the Association.

## **ARTICLE 23: BUS DRIVER TRAINING**

### 23.1 In-Service Training Time and Reimbursement

#### 23.1.1 In service Training Time

23.1.1.1. All in-service training required by the District shall be at the employee's appropriate rate of pay. It is agreed and understood that this provision shall not apply to the classroom training required for the renewal of Bus Driver certificates.

#### 23.1.2 Driver Training and Reimbursement

23.1.2.1 \$12.00 CHP fee will be paid by the District; however, this will need to be done on the employees own time.

23.1.2.2 The District will pay for physicals maintained by the employees.

23.1.2.3 A Bus Drivers commercial license will be paid by the employee.

### 23.2 Reimbursement for Tuition

The District shall reimburse employees for the tuition costs of any and all training programs required by the District except where such training is required to maintain licenses or certifying agency refuses to perform the work. In addition to the above the District may reimburse employees for tuition costs for any and all training programs requested by the employee and approved by the District.

## **ARTICLE 24: COMPLETION OF MEETING AND NEGOTIATING**

24.1 If any provision of this Agreement is invalidated by the enactment of an applicable law or are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

24.2 Upon request of either party, the parties, within thirty (30) calendar days, shall meet and negotiate concerning the severed provisions.

## **ARTICLE 25: TERM**

### 25.1 Term

This agreement is effective upon ratification by both parties and shall remain in full force and effect until the later of the close of the work day October 31, 2019, or until a successor agreement is reached between the parties.

### 25.2 Procedures

25.2.1 Initial proposals to the District from RCESP (whether pursuant to the reopener provisions or for a successor agreement) will be made not later than March 1. The District will present its initial proposals to RCESP not later than April 1.

25.2.2 The parties shall typically commence negotiations no later than May 1. The parties may, however, mutually agree to postpone negotiations until the budget of the State of California has been passed, signed, and chaptered.

25.2.3 Negotiations shall take place at mutually agreeable times and places. The intent of the parties is to minimize disruption of the educational process and employee work assignments.

25.2.4 The District shall grant reasonable release time to two (2) bargaining unit members appointed by its negotiating team for the purpose of negotiations

### 25.3 Reopeners

Each party may reopen negotiations on **ARTICLE FOUR – COMPENSATION**, **Article SIX HEALTH AND WELFARE BENEFITS** and up to two (2) other contract Articles or single subjects within the lawful scope of representation by notifying the other party in writing no later than March 15 of the school year prior to which the proposals would be effective.

**SIGNATURE PAGE**

**REEDS CREEK  
SCHOOL DISTRICT**

**REEDS CREEK EDUCATIONAL  
SUPPORT PROFESSIONALS  
ASSOCIATION/ESP/CTA/NEA**

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President Board of Trustees

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President

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Superintendent

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California Teachers Association

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016



**APPENDIX A**

[INSERT REEDS CREEK ELEMENTARY SCHOOL DISTRICT'S CLASSIFIED SALARY SCHEDULE]

## **APPENDIX B**

### **HEALTH AND WELFARE BENEFITS**

1. Dental

The District shall provide full-time bargaining unit members and dependents with a dental plan Delta Dental

2. Vision Care Plan

The District shall provide full-time bargaining unit members and dependents with a vision care plan Vision Service Plan (VSP)

3. Medical

The District shall provide full-time bargaining unit members and dependents with a medical plan Self-Insured Schools of California (SISC – 3)

4. Full-Time Bargaining unit members

For the purpose of computing entitlement to receive a District contribution for insurance premiums, a full-time bargaining unit member is one who is employed to work at least eight (8) hours per day for not less than the entire student attendance year.

5. Part-Time Bargaining unit members

A part-time unit member may participate in the District group medical, vision, and dental plans, subject to the following:

- a. Upon proper application by a part-time unit member, the District shall pay a pro-rated portion of the premium.
- b. The bargaining unit member must be at least 0.5 FTE (not less than twenty [20] hours per week) for at least a full school year.
- c. Thereafter, entitlement shall be based on the ratio of the bargaining unit member's contractual service to 1.0 FTE (i.e., forty [40] hours per week for not less than the entire student attendance year).
- d. Participation shall be subject to lawful rules of the insurance provider and payment of the remaining balance by the bargaining unit member through payroll deduction.

6. Required District Contribution for Premiums

- a. The cap on medical, dental and vision premiums shall be \$700.00 per month.
- b. Should the plan(s) cost more than the District's required contribution, each covered bargaining unit member shall sign a payroll deduction form and pay the difference by payroll deduction as a condition of receiving benefits.

7. COBRA

Pursuant to Federal Law (COBRA), a bargaining unit member who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to eighteen (18) months.

- a. A bargaining unit member's spouse, former spouse, or dependent child may have a right to continued coverage for up to thirty-six (36) months.
- b. All such continued coverage is at the sole cost of the bargaining unit member or other qualified individual.
- c. COBRA specifically provides that continued coverage may be subject to carrier approval and restrictions.

8. Coordination of Sick Leave with SDI

The District will coordinate usage of earned and accrued sick leave with SDI for employees who qualify for SDI.

**APPENDIX C-1**

[INSERT GRIEVANCE FORM – LEVEL I]

**APPENDIX C-2**

[INSERT GRIEVANCE FORM – LEVEL II]