



AFL-CIO

**RESCUE UNION
SCHOOL DISTRICT**

**CLASSIFIED CONTRACT
CSEA Chapter #737**

2020 - 2023

TABLE OF CONTENTS

PREAMBLE	PARTIES TO THE AGREEMENT	5
DEFINITIONS	6-7
ARTICLE I	REPRESENTATION	8
ARTICLE II	EMPLOYEE/ORGANIZATIONAL/DISTRICT RIGHTS	9
	2.1 PERSONNEL FILES	9
	2.2 ORGANIZATIONAL RIGHTS	10
	2.3 DISTRICT RIGHTS	10-11
ARTICLE III	CONTRACTUAL PROVISIONS	12
	3.1 EFFECT OF AGREEMENT	12
	3.2 MEET AND NEGOTIATE	12
	3.3 SEVERABILITY	12
	3.4 CONCERTED ACTIVITIES	12-13
ARTICLE IV	GRIEVANCE PROCEDURES	14
	4.1 PROCESSING OF A GRIEVANCE	14-16
	4.2 REPRESENTATION	16
	4.3 TIME LIMITS	16
ARTICLE V	HOURS/WORKING CONDITIONS	17
	5.1 WORK WEEK/HOURS	17
	5.2 OVERTIME RATE OF PAY/COMPENSATORY TIME	17-18
	5.3 SCHOOL CLOSURES	18
	5.4 BREAK TIME	18
	5.5 UNSCHEDULED WORK TIME	18
	5.6 SPECIAL EDUCATION SUMMER SCHOOL	18-19
	5.7 JOB SHARING	19
	5.8 OUTSIDE CONTRACTS	19
	5.9 SAFETY CONDITIONS OF EMPLOYMENT	19
ARTICLE VI	VACATION	
	6.1 ELIGIBILITY	20
	6.2 VACATION ACCUMULATION	20
	6.3 VACATION PAY	20
	6.4 FULL-TIME EMPLOYEES	20-21
	6.5 PART-TIME EMPLOYEES	21
	6.6 CHANGE IN VACATION DAYS	21
	6.7 HOLIDAYS	22
	6.8 VACATION PAY UPON TERMINATION	22

ARTICLE VII	HOLIDAYS	23
	7.1 HOLIDAYS	23
	7.2 ADDITIONAL HOLIDAYS	23
	7.3 HOLIDAY ELIGIBILITY	23
	7.4 HOLIDAYS FALLING ON A NON WORKDAY	24
ARTICLE VIII	LEAVES	25
	8.1 PERSONAL/FAMILY ILLNESS AND INJURY	25
	8.2 FAMILY AND MEDICAL LEAVE (FMLA)	25-26
	8.3 CATASTROPHIC ILLNESS	26-27
	8.4 DISCRETIONARY LEAVE	27-28
	8.5 MATERNITY	28-29
	8.6 SPECIAL PARENTAL	29
	8.7 BEREAVEMENT	29
	8.8 MILITARY	29
	8.9 COURT ORDERED LEAVE	29
	8.10 INDUSTRIAL ACCIDENT AND ILLNESS	29-30
	8.11 UNPAID	30-31
ARTICLE IX	PROFESSIONAL GROWTH	32
	9.1 ELIGIBILITY	32
	9.2 PROGRAM LEVELS	32
	9.3 PRO-RATED STIPENDS	32
	9.4 PARTICIPATION PROCESS	33-34
ARTICLE X	ATTENDANCE INCENTIVE PROGRAM	35
ARTICLE XI	EVALUATIONS	36
ARTICLE XII	DISTRICT TRANSPORTATION	37
	12.1 CHOICE OF ROUTES	37
	12.2 ROUTES	37
	12.3 BIDDING	37
	12.4 TEMPORARY BID	37-38
	12.5 FIELD TRIPS	38-39
	12.6 EXTRA HOURS	40
	12.7 MID-DAY SUBSTITUTIONS	40
	12.8 ASSIGNMENT AUTHORITY	40
	12.9 MANDATED REQUIREMENTS	40-41
	12.10 USE OF VIDEO CAMERAS	41
	12.11 BUS DRIVER SPLIT SHIFT PAY	41
	12.12 LAYOVER PAY	41
	12.13 PERSONAL PROPERTY REIMBURSEMENT	41
ARTICLE XIII	REASSIGNMENT AND FILLING OF VACANCIES	42
	13.1 ADMINISTRATIVE INITIATED REASSIGNMENT	42
	13.2 EMPLOYEE INITIATED REASSIGNMENT	42
	13.3 ADDING HOURS TO EXISTING POSITION	42-43

	13.4 PROMOTIONS.....	43-44
ARTICLE XIV	LAYOFF AND RE-EMPLOYMENT	44
	14.1 REDUCTION/LAYOFF	44
	14.2 REDUCTION IN HOURS.....	44
	14.3 ORDER OF LAYOFF.....	44-45
	14.4 LAYOFF IN LIEU OF BUMPING.....	45
	14.5 CHALLENGE OF SENIORITY PLACEMENT	45
	14.6 REEMPLOYMENT RIGHTS	45
	14.7 VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION IN HOURS IN LIEU OF LAYOFF	45
	14.8 OFFER OF REEMPLOYMENT.....	45-46
	14.9 EFFECTS OF LAYOFF	46
	14.10 RETIREMENT IN LIEU OF LAYOFF	46
ARTICLE XV	HEALTH BENEFITS	47
	15.1 DISTRICT CONTRIBUTION.....	47
	15.2 VISION/DENTAL	47
	15.3 ELIGIBILITY	47
	15.4 CHANGES/ENROLLMENT PERIOD.....	47
	15.5 TERMINATION OF EMPLOYMENT.....	47
ARTICLE XVI	SALARY	48
	16.1 RATE OF PAY.....	48
	16.2 ITEMIZED DEDUCTIONS	48
	16.3 ANNIVERSARY DATE – HIRE DATE.....	48-49
	16.4 COMPARISONS.....	49
	16.5 JOB DESCRIPTIONS.....	49
ARTICLE XVII	DURATION OF CONTRACT	50
APPENDIX	51
	Absence Form.....	52-53
	Overtime/Comp Time Form.....	54
	Overtime/Comp Time Guidelines.....	55-56
	Evaluation Form.....	57-58
	Grievance Form.....	59
	Professional Growth.....	60-61
	Salary & Health Schedule/ Job classifications.....	62-65
	Catastrophic Leave Donation Form.....	66
	Catastrophic Leave Request Form.....	67
	Sexual Harassment Policy.....	68-70

PREAMBLE

PARTIES TO THE AGREEMENT

This is an Agreement made and entered into this 19th day of May, 2020, between Rescue Union Elementary School District (hereinafter referred to as "District") and California School Employees Association and its Rescue Chapter #737 (hereinafter referred to as "Association").

Association members are selected by the Executive Board of CSEA and District members are selected by the District Governing Board.

DEFINITIONS

Classification - A job for which there is a specific job description.

Day - A "day" is any day in which the central administrative office of the District is open for business.

Family - Immediate family of employee, spouse, or registered domestic partner means: mother, father, grandmother, grandfather, grandchild, son, daughter, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any person living in the immediate household of the employee.

Full Time Employee (FTE) - 8 hours a day, 5 days a week, 12 months a year

Grievance - A "grievance" is a formal written allegation by a grievant that he/she has been adversely affected by a violation of a specific provision(s) of this agreement.

Grievant - A "grievant" may be the Association or any employee of the District covered by this collective bargaining Agreement.

Immediate Supervisor - The "immediate supervisor" is the person who has been designated by the Superintendent to have supervisory jurisdiction over an employee.

Part Time Employee - less than five (5) days a week, twelve (12) months a year

Position - Each position will be defined on the job posting including the position FTE, hours per day or week, position title and whether the position is associated with a program, a student or a site.

Prorate - Time worked in proportion to full-time employment.

Probationary Employee - A regular employee who has not completed the probationary period of six (6) months.

Probationary Period - An initial period of six (6) months which begins when an employee is hire into a regular position. During this period the employee has no permanent rights to his/her position and may be released from the District service without cause. At the end of the probationary period the employee becomes a permanent employee.

When the position is less than a twelve-month work year, the six (6) month probationary period shall be suspended through the summer break and restart on the first workday after summer break.

School Year: July 1st through June 30.

Seniority – There are a variety of types of seniority found within this Agreement. When no specification is made, seniority means the time from the first paid date of service to the District to the present (also called “Hire Date” and “District seniority”). Additionally, seniority is:

- a. Site Seniority: Determined by the first day in paid service at the site, regardless of classification.
- b. Classification Seniority: Determined by first day in paid status in classification.

Step Date – Step date is the date upon which an employee moves on the salary schedule.

Reassignment – A move from one position to another position within a classification.

Vacancy – A vacancy occurs when an employee leaves an existing position or when a new position is created.

ARTICLE I

REPRESENTATION

1.1 Recognition

The District confirms its recognition of California School Employees Association, Chapter 737, as the exclusive representative for the Association of classified employees excluding all management, supervisory, confidential, certificated employees, and non-classified employees. All newly created classified positions shall be assigned to the Association by mutual agreement. In the absence of mutual agreement, disputed cases shall be submitted to the PERB for resolution. The bargaining units may be expanded to other classes by mutual agreement of the parties, subject to the rules of PERB.

1.2 Non Discrimination

The district shall not discriminate against Association members on the basis of race, color, creed, age, sex, sexual orientations, national origin, political affiliation, marital status, physical handicap, veteran status, membership and/or participation in the employee organization or activities as it applies to the language of this agreement.

ARTICLE II

EMPLOYEE/ORGANIZATIONAL/DISTRICT RIGHTS

2.1 Personnel Files

2.1.1 The personnel file of each employee shall be maintained at the District's central administrative office. Employees can contact Human Resources to set up an appointment if they would like to review their personnel file.

2.1.2 The employee is given an opportunity to review and respond within ten days to all information placed in their personnel file. Information of a derogatory nature shall not be entered into an employee's personnel file until the employee is given an opportunity to review and respond to the information. An employee shall have the right to enter within ten days, and have attached to any such derogatory statement or evaluation, his own written response. Such review shall take place during normal business hours, and the employee shall be released, for a reasonable amount of time, from duty for this purpose without salary reduction.

The material will be signed and dated by the originating person. Anonymous documents, anonymous letters or other anonymous materials will not be filed in the personnel file.

If the employee objects to the material, they may request that the superintendent review the document before it is entered into the employee's personnel file.

2.2 Organizational Rights

CSEA shall have the following rights, in addition to the rights contained in any other portion of this Agreement:

2.2.1 The right of access at reasonable times to areas in which employees work to be limited to activities during lunch break, rest periods, before or after normal work hours and, during work hours when approved in advance by the administration or immediate supervisor except when the contact is part of our investigation of a grievance.

2.2.2 The right to use, without charge, designated bulletin boards and mailboxes for the posting or transmission of information or notices concerning CSEA matters.

2.2.3 The right to use, without charge, facilities and buildings at reasonable times with permission from the site administrator with application through normal district application procedures.

2.2.4 The right to use photocopier machine and other equipment at a reasonable reimbursement cost with permission from the superintendent or designee.

2.2.5 The right to receive an annual seniority roster by November 1 of each year of specified class(es) subject to reasonable notification to the District.

2.2.6 The right of CSEA chapter delegates (maximum of two) to attend the CSEA Summer Conference if the employee is in a paid status at the time of the conference and the employee requests vacation or other applicable leave.

2.2.7 Distribution of Contract: Within a sixty-day period after the execution of this contract, the District shall print or duplicate and provide copies of this contract to the Association leadership for all employees. The District and the Association will share costs for the printing. Any new employee who becomes a member of the Association after the execution of this Agreement shall be provided with a copy of the Agreement by the District. Copies of written changes shall also be provided to all employees in the Association in the same manner.

2.3 District Rights

2.3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work in accordance with statutory provisions, and reserve the Association's right to negotiate the decision and effects of contracting out work and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

2.3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

2.3.3 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency.

2.4 Membership and Dues Deduction:

2.4.1 District shall provide a jointly-agreed letter to new hires and anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, 585 US __ (2018), expressing District's desire to work cooperatively with CSEA. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.

2.4.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

2.4.3 The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

2.4.4 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative. CSEA shall notify the district of any revocation request in accordance with SB 866.

2.4.5 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

2.4.6 There shall be no charge by the District to CSEA for regular membership dues deductions.

ARTICLE III

CONTRACTUAL PROVISIONS

3.1 Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over laws to the extent permitted by law. In the absence of specific provisions in this Agreement, such practices and procedures that are not inconsistent with the law are discretionary with the District.

3.2 Meet and Negotiate

It is the intent of the District and Association to negotiate within the Interest Based Bargaining format. During the term of this Agreement, the Association and the District mutually agree to meet and negotiate over any provision contained within this agreement as a means of resolving identified issues.

During the 2017/18 year, the District and Association agree that all articles of the collective bargaining agreement shall be considered open for negotiation. During the 2018/19 and 2019/20 years, the parties agree to each present two (2) openers plus salaries and benefits for negotiation. Additional openers may be negotiated upon mutual agreement.

3.3 Severability

If any provision of this Agreement should be held invalid by operation of law or by a final court decision by an unappealed decision of the Public Employment Relations Board, the remainder of this Agreement shall not be affected thereby. In the event of a final invalidation of any portion of an Article, the parties agree to meet and negotiate within a reasonable time after such final determination for the purpose of arriving at a mutually satisfactory replacement, within the same subject matter if legally possible, at the request of either party.

3.4 Concerted Activities

3.4.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by 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.

3.4.2 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. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action. 3.4.3 It is

understood that any employee violating this Article will be deemed to have breached this contract and may be subject to disciplinary proceedings in accordance with Sections 45113 through 45116 of the Education Code.

3.4.4 It is understood that in the event this Article is violated, the District shall be entitled to limit or withdraw any rights, privileges, or services provided for in this Agreement.

ARTICLE IV

GRIEVANCE PROCEDURES

4.1. Processing of a Grievance

4.1.1 Initiation Level

Within ten (10) days after the occurrence of the action or omission giving rise to a grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

4.1.2 Formal Level I (Step 1)

Failing to resolve the difficulty through informal means, the grievant may, within ten (10) days from the informal conference, register a formal written grievance. The grievance shall be in writing, on forms approved by the superintendent (see Appendix), with copies to the Association, and the grievant's immediate supervisor stating the following:

4.1.2.1 Statement of grievance listing the specific provisions and event alleged to violate this Agreement.

4.1.2.2 Steps taken to resolve differences through informal means.

4.1.2.3 Steps the grievant recommends be taken to remedy the grievance. The immediate supervisor shall communicate a decision in writing to the grievant with a copy to the superintendent/designee and the Association within ten (10) days after receiving the grievance.

4.1.3 Formal Level II (Step 2)

In the event the grievant is not satisfied with the decision at Level I, they may appeal the decision to the superintendent or designee within ten (10) days after receiving the Level I written decision. The written appeal shall contain the following:

4.1.3.1 A copy of the original grievance;

4.1.3.2 The decision rendered at Level I

4.1.3.3 A clear, concise statement of the reasons for the appeal.

The superintendent or designee shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to the Association and the immediate supervisor, within ten (10) days after receiving the appeal.

4.1.4 Formal Level III (Step 3)

4.1.4.1 If the grievant is not satisfied with the decision at Level II or if no timely decision is rendered, the Association may within fifteen (15) days after receiving the Level II decision (or after the deadline for such decision if no timely decision occurred) submit a request in writing to the superintendent or designee for advisory arbitration of the dispute.

4.1.4.2 The Association and the district shall attempt to agree upon an arbitrator. If an agreement on an arbitrator is not reached within ten (10) days after submittal of the request for arbitration, the Association and the District shall request the State Mediation and Conciliation Service to supply a list of five (5) names of arbitrators. If either side rejects the first list, a new (second) list will be requested from the State. The order of striking shall be determined by lot. Each party shall alternately strike a name until only one (1) name remains.

4.1.4.3 The fees and expenses of the arbitrator (and any expenses required by the arbitrator) and court reporter shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

4.1.4.4 The arbitrator shall, as soon as possible, hear evidence and render a recommended decision on the issue or issues submitted. If the parties cannot agree upon a submission statement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. Unless both parties mutually agree otherwise, a court reporter shall be retained to take down and transcribe the testimony at the hearing.

4.1.4.5 The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement.

4.1.4.6 After a hearing and after both parties has had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the recommended decision.

4.1.4.7 Within fifteen (15) days of receiving the recommended decision of the arbitrator, the District or the Association must notify the other part in writing that it rejects the arbitrator's recommended decision. In the absence of such notification, the arbitrator's recommended decision shall become final and binding on the parties.

4.1.5 Formal Level IV (Step 4)

If the grievance is not sustained at Level III, the aggrieved Association member may appeal the decision to the Board of Trustees within ten (10) days after the decision of the superintendent, designee or arbitrator has been rendered and received by the grievant. The appeal shall be in writing and shall be accompanied by a copy of the grievance and decision at Level I, II and III.

The Board of Trustees shall meet to hear and review the appeal. The Board may request additional information to assist in reaching its decision. The Board's decision will be in writing and will set forth its findings on the issues submitted.

The decision of the Board will be submitted to the Association and will be final and binding upon the parties of this Agreement.

4.2 Representation

4.2.1 An employee may request the Association to represent them in all stages of the grievance procedure.

4.2.2 Neither the Association nor the District shall take any reprisals or unlawfully discriminate against any employee for exercising rights under this Article.

4.2.3 If an employee pursues a grievance without the intervention of the Association, the Association must determine that the decision is consistent with the terms and conditions of this Agreement.

4.2.4 Designated Association representatives shall receive reasonable time off from duties without loss of compensation for the purpose of processing grievances subject to the following conditions:

4.2.4.1 The Association designates the President of the Union and/or a Job Steward as grievance representative.

4.2.4.2 The representatives shall submit a request to their immediate supervisor prior to release from their duties in order that a substitute may be obtained.

4.2.4.3 Such time shall be limited solely to representing a grievant in a conference with a management person and in no way shall this include the use of such time for matters such as gathering information, interviewing witnesses, or preparing presentations.

4.2.4.4 No more than two (2) representatives per grievance shall be released at a time.

4.3 Time Limits

4.3.1 Failure by a grievant to meet a deadline set in this policy shall terminate the grievance and the grievant shall not have a right to refile on the same set of facts.

4.3.2 Failure by the Administration to meet a deadline set in this policy shall give the grievant the right to proceed to the next grievance processing level.

4.3.3 Time limits in this policy may be extended by the mutual agreement between the grievant and the Administration.

ARTICLE V

HOURS/WORKING CONDITIONS

5.1 Workweek / Hours

5.1.1 The regular workweek of a full-time Association member shall be forty (40) hours, and the regular workday shall be eight (8) hours. The scheduling of the hours and the workdays from Monday through Friday and throughout the school year shall be at the discretion of the District.

5.1.2 Flexible scheduling of work days to allow for longer work day or modified work week will be allowed when mutually agreed to by the Association member and the district. The arrangement may be modified or terminated if the modified schedule is no longer acceptable to either party. If the Association member leaves the position, the work schedule will revert to the regular work schedule prior to the position being filled.

5.1.3 When a new position is created or an existing position becomes vacant the parties will meet, upon request of either party, to reach agreement on the work schedule of the position. The position may be advertised as a flexible or regular workday schedule based on agreement of the parties.

5.1.4 The District shall give reasonable notice in writing to CSEA before making any changes to the hours of any classified position, whether the position is filled or vacant. The District agrees it will not make any changes to mandatory subjects of bargaining (matters concerning wages, hours, terms and conditions of employment – including school calendar) without first notifying CSEA and upon request, meeting and negotiating the decision, impacts and effects with CSEA. This section does not apply to other areas of the contract where the parties have agreed to changes in work hours and working conditions.

5.2 Overtime Rate of Pay / Compensatory Time

5.2.1 The District will provide compensation at a rate equal to one and one-half (1-1/2) times the regular rate of pay for Association members authorized by the District to perform overtime. Association members must receive authorization from a supervisor prior to performing overtime. Overtime is any time required to be worked in excess of eight (8) hours in any one workday unless the employee is on a longer day flexible schedule. All hours in excess of a forty (40) hour workweek or eight (8) hours per day will be compensated at the overtime rate. (See Appendix for Guidelines.)

5.2.2 Compensatory time off ("Comp Time") may be earned in lieu of cash compensation for authorized overtime. Comp Time shall be granted at the rate of one and one half (1-1/2) hours for each hour worked. Prior to performing authorized overtime, an election shall be made about whether overtime pay or Comp Time will be earned. An Association member may

accrue a maximum of 40 earned hours of Comp. Time at any given time. [Note : 40 hours of earned Comp Time equals 26.66 hours of overtime] If funds are not available for overtime pay, District may exclusively offer Comp Time to Association members for overtime work. All accrued Comp Time must be taken within the fiscal year in which it was earned. District may "cash out" accrued Comp Time at anytime by paying the Association member. Any accrued Comp Time remaining at the end of the fiscal year will be "cashed out" by the District.

5.2.3 Unless a modified or flexible schedule would provide otherwise, Association members who work beyond a workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work provided the Association member has worked more than four (4) hours per day. Unless a modified or flexible schedule would provide otherwise, Association members who work on the seventh day of their work week will be compensated at the overtime rate.

5.2.4 For the purpose of computing the number of hours worked, time during which the Association member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence shall be considered as time worked by the Association member.

5.2.5 Assignment of overtime shall initially be determined by Site Seniority within class, and then by District Seniority within class. In an emergency the supervisor may offer the overtime without compliance with these criteria.

5.3 School Closures

In the case of an emergency that requires school closure for students, Association members are expected to report to work unless otherwise notified.

Association members who do not report to work must take a leave, i.e. vacation or personal necessity day.

5.4 Break Time

5.4.1 All Association members who have a work day of five (5) hours or more shall be entitled to an unpaid duty-free lunch period at least thirty (30) minutes per day.

5.4.2 All Association members will be granted a rest period of fifteen (15) minutes for every four (4) hours of work, as scheduled by management.

5.5 Unscheduled Work Time

5.5.1 An Association member called in to work on a day when the Association member is not scheduled to work or called in prior to the regularly scheduled workday shall receive a minimum of two (2) hours pay at the appropriate rate of pay.

5.5.2 An Association member called back to work after they have left the work site on a regularly scheduled workday shall be compensated for at least two (2)

hours of pay at the appropriate rate of pay.

5.6 Special Education Summer School (Extended Year)

5.6.1 The Special Day Class Para-educator, who is currently working with the Special Education teacher accepting the summer school extended year position has priority in the extended year assign

5.6.2 Should the Special Education teacher's Para-educator decline, the opening will be offered on a seniority basis in the following order:

#1 Special Day Class Para-educator, Resource Para-educator, Itinerant Independence Facilitator and Specialized Health Care

#2 Open

5.7 Job Sharing

A full time employee may request to job share up to 50% of the position. The request must be made annually by March 1 and must be approved by the superintendent/designee. The job sharing agreement shall be completed and signed by the employee and the District. The job sharing is to be done with a current qualified employee, unless none are available, then a new employee may be hired at the district's discretion.

5.7.1 The employees requesting to job share shall be placed on an unpaid leave of absence for the period of the job share. The job share may be modified or terminated if the arrangement is no longer acceptable to either the employees or the District. Ownership of the position is determined by seniority or otherwise agreed to in the job share agreement.

5.7.2 Benefits (PERS, vacation, sick leave, etc.) will be prorated based on the actual time worked.

5.8 Outside Contracts

The District agrees that it will not contract out work which has been customarily performed by employees of the bargaining Association that will result in a reduction of hours or displacement of the bargaining Association employee except in cases of emergency and unless the proposed contracting is specifically permitted by the Education Code. School community beautification projects performed by students, staff and community members are permitted as long as it is not work that is customarily performed by the bargaining unit.

5.9 Safety Conditions of Employment

5.9.1 The District and the Association shall cooperate in establishing a safety training program and maintaining safe and healthful working conditions for bargaining Association members. The district shall not require bargaining Association members to be subjected to unsafe conditions. Should a bargaining Association member feel that an unsafe or unhealthy condition exists, the bargaining Association member shall inform, in writing, the supervisor and/or

principal. The supervisor and/or principal shall take whatever steps may be required for the district to meet its obligation to comply with federal, state, or local standards including safety measures rendering protection from bodily harm. The parties recognize the need to work cooperatively in correcting unsafe conditions.

5.9.2 The District shall provide safety equipment to Association members where required. The District shall provide rain jackets and rain pants for employees in the following departments: transportation and maintenance and operations.

5.9.3 A sub-committee will meet to agree on the rain gear to be worn. The sub-committee will consist of a District Representative, department supervisor, and two CSEA members appointed by the CSEA chapter president.

ARTICLE VI

VACATION

6.1 Eligibility

All employees in the Association shall earn paid vacation time. Vacation benefits are earned on a fiscal year basis, July 1 through June 30. Earned vacation shall not become a vested right until completion of the initial six months of employment.

Employee vacation request will be submitted to and approved by their immediate supervisor for approval prior to leave.

Vacation preference shall be determined by date of request. If there is a tie on date of request, it shall be determined by Seniority.

Vacation requests shall be made as soon as possible to secure desirable dates. If a supervisor fails to respond within seven (7) working days of when a vacation request is made, the unit member shall make the request at the next administrative level and receive a written response within three (3) working days.

If insufficient information exists to immediately grant the request, a follow up meeting to discuss approval will be agreed upon and scheduled.

6.2 Vacation Accumulation

6.2.1 Vacation time shall be earned and accumulated on a monthly basis (based on 21.67 standard work days per month) for regular full-time employees working 8 hours/12 month in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Days Earned</u>
0 through 5th year	1.0 day per month
After completion of 5th through 10th year	1.5 days per month
After completion of 10th through 15th year	1.75 days per month
After completion of 15th through 20th year	2.0 days per month
After completion of 20th year	2.25 days per month

6.3 Vacation Pay

Pay for vacation days for Association employees shall be the same as that which the employee would have received had he/she been in a working status.

6.4 Full-Time Employees

6.4.1 It is the goal of the District to have employees take vacation time during the year it is earned. All vacation shall be taken at a time convenient to the District. Employees may submit their vacation request for days earned in the current school year to the superintendent or designee when he/she desires. However, if an employee has not received approval for vacation during the year it was earned, vacation approval shall be granted within the following fiscal year.

6.4.2 A full-time (12) twelve-month employee will be paid for any unused vacation days no later than July 31st, unless the employee informs the District on or before April 30th that he or she elects to carry-over their unused vacation days not to exceed one year's allowance. Accrued vacation will not be computed into an employee's annual salary.

6.4.3 Each employee shall submit his/her vacation request for use of carry-over vacation days, if any, to the superintendent or designee by November 1st. The superintendent or designee shall respond, in writing, within fifteen (15) workdays following receipt of the vacation request at the District Office, as to approval or disapproval of the requested schedule. If the requested use of carry-over vacation is not approved the employee shall submit a new request for other dates. If there is still not agreement, the employee and superintendent or designee shall meet immediately and schedule use of the carry-over days during the year.

6.4.4 If two Association employees have vacation requested pending for the same period, and the absence of both employees creates a hardship for the district, the one using carry-over vacation time will be granted the vacation. If both are either using carry-over vacation time or days earned in the current school year, vacation approval shall be granted to the most senior employee.

6.4.5 When an employee requests vacation and the vacation has been approved by the superintendent or designee, the vacation leave may not be canceled by the District, except in cases of emergency as determined by the District when another employee would not be able to cover the emergency.

6.4.6 Under special circumstances and with the written approval of the superintendent, employees may carry-over days beyond the one year carry-over referred to in 6.4.2 above.

6.5 Part-Time Employees

6.5.1 Less than full-time employees with unused time will be compensated for it at their hourly rate and paid off by July 31st of the following fiscal year. Accrued vacation will not be computed into a part-time employee's monthly salary.

6.5.2 Upon request, and with the approval of the Superintendent, or designee, a less than full-time (12) twelve-month employee, may carry-over into the next fiscal year, a maximum of one year of vacation time. All requests for carry-over days shall be submitted in writing to the District no later than April 30th.

6.6 Changes in Vacation Days

When an Association employee becomes sick during a scheduled vacation period, the employee can claim sick leave for those days that would not be counted as vacation days. Notification of change in leave status shall be submitted within 15 days upon return to work.

6.7 Holidays

When a holiday falls during the scheduled vacation of any Association employee, the employee shall be granted an additional day's vacation during their regular work year for each negotiated holiday falling within that period.

6.8 Vacation Pay Upon Termination of Employment

6.8.1 Upon termination of employment an employee in the Association shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

6.8.2 If upon termination of employment an employee has been granted vacation which was not yet earned at the time of termination, the employer shall deduct from the employee's final check the full amount of salary which was paid for such unearned days of vacation taken.

6.8.3 Employees who have not completed six months of employment in regular status shall not be entitled to accrued vacation compensation.

Note: See appendix for district Absence Request Form.

ARTICLE VII

HOLIDAYS

7.1 Holidays

The following shall be the thirteen (13) paid holidays:

- 4th of July
- Labor Day
- Veteran's Day
- Day before Thanksgiving
- Thanksgiving Day
- Day after Thanksgiving (In lieu of Admission's Day)
- Day before Christmas
- Christmas Day
- New Year's Day
- Martin Luther King
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day.

7.2 Additional Holidays

7.2.1 All days appointed by the Governor for a public fast, thanksgiving, or holiday, and all special or limited holidays on which the Governor provides that the schools shall close.

7.2.2 All days appointed by the President as a public fast, thanksgiving, or holiday, unless it is a special or limited holiday.

7.3 Holiday Eligibility

7.3.1 Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

7.3.2 Employees in the bargaining Association who are not normally assigned to duty during the school holidays of December 25, floating holiday, and January 1 shall be paid for those holidays provided that they were in a paid status immediately preceding or succeeding the holiday period.

7.3.3 Part time employees who work less than full-time would be eligible for holiday pay under the terms of this Article and receive such holiday pay on a prorated basis.

7.4 Holidays Falling on a Non-Work Day

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

7.4.2 When a holiday herein listed falls on a non-work day, for the employee with a flexible work week, the work day immediately preceding or following the holiday shall be deemed to be the holiday in lieu of the day observed.

7.4.3 When an Association member is required to work on any said holiday, they shall be paid compensation, or given compensatory time off, at the rate of one and one-half (1-1/2) times the regular rate pay.

ARTICLE VIII

LEAVES

8.1 Personal/Family Illness and Injury Leave

8.1.1 Full-time Association members shall be entitled to twelve (12) days leave with full pay for each school year for purposes of personal/family illness or injury. The number of personal/family illness or injury leave days will be prorated for part time Association members.

8.1.2 Accumulated sick leave may be used for absences due to medical appointments. Under this provision, sick leave may be claimed on an hourly basis.

8.1.3 If an Association member does not utilize the full amount of leave as authorized in 8.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.

8.1.4 The District may request an Association member to present a medical doctor's certificate verifying the personal/family illness or injury and/or a medical authorization to return to work, after three days absence.

8.1.5 As soon as possible after the need to be absent is known, an Association member must contact his immediate supervisor and follow the approved department/site procedure.

8.1.6 An Association member may use their accumulated vacation in lieu of accumulated sick leave upon approval by the District.

8.1.7 Differential Pay: After all earned leave is exhausted; additional non-accumulated long-term illness leave shall be available for a period not to exceed five (5) school months. The amount deducted for leave purposes from the Association member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave. Long term illness leave is only for employees; however Family and Medical Leave (FMLA) may be requested for long term family illness.

8.2 Family and Medical Leave (FMLA)

8.2.1 Family and medical leave is available to eligible employees pursuant to the Family Care and Medical Leave Act (AB 1460) and related federal and state statutes. Use of such leave is governed by the following provisions:

8.2.1.1 The maximum family and medical leave is twelve (12) weeks in a twelve (12) month period, excluding the period of disability, if any, due to pregnancy, childbirth, miscarriage, abortion, or related conditions.

8.2.1.2 Employees must have one (1) year of service in order to be eligible for leave. Leaves may be used for the birth, adoption, fostering, or serious health condition of the employee's child, or the serious health condition of the employee or their spouse, registered domestic partner, or parent.

8.2.1.3 The District may require the employee to submit certification from the appropriate health care provider in conjunction with the leave request. Certification does not include a diagnosis of the employee's medical condition or medical facts related to the condition. The district may, at its option and cost, require a second opinion.

8.2.1.4 The District will maintain the employee's benefit premiums for the entire leave period.

8.3 Catastrophic Illness Leave

8.3.1 Catastrophic injury or illness means an injury or illness, such as cancer, heart attack, major surgery, or a condition of similar severity. Such injury or illness may require the employee to miss work a minimum of ten consecutive days due to personal incapacitation or the incapacitation of a family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their paid leave.

Classified employees may donate accumulated sick leave days to the employee bank for an employee in the Rescue Union School District who is in need of additional paid time due to a catastrophic illness. Excess or unused days that have been donated are to remain in the bank.

8.3.2 Eligibility Requirements

Participation in the Leave Bank is voluntary. Bank to be administered by the Rescue Union School District office. Leave hours may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met. Only members who have contributed at least one workday to the Leave Bank are eligible for Leave Hours.

8.3.2.1 The employee who is, or whose family is, suffering from a catastrophic illness or injury requests that leave credits be donated and provides verification of catastrophic injury or illness. Participants shall be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.

8.3.2.2 The employee has exhausted all their paid leave.

8.3.2.3 The association verifies that the employee meets all of the eligibility requirements.

8.3.2.4 The maximum allocation per employee on initial application shall be twenty (20) work days at the contracted work hours. Extensions may be granted, in 20-day allotments, up to a maximum of 60 work days at the contracted work hours in any school year. This leave may be used for additional medical days needed and required for the initial catastrophic leave request.

8.3.2.5 The employee who has received catastrophic leave days from the bank agrees to repay the days at the rate of two days per year in the event he or she returns to work.

8.3.3 Procedure for Donating Sick Leave Hours

8.3.3.1 Full-time employees may donate sick leave hours only if they have a minimum of eighty hours of accumulated sick leave and may donate only hours in excess of those hours. Part-time employees, working at least 50%, may donate a portion of hours in proportion to the percentage of time worked. The donation period will be September 1 through September 30 of each school year.

8.3.3.2 All transfer of sick leave hours to the program is irrevocable.

8.3.3.3 Contributions shall be authorized in writing by the employee.

8.3.3.4 The Bargaining unit may issue an "All Call for Donations" from bargaining unit members when fewer than 20 days exist, or when a request exceeds the number of days in the bank.

8.3.3.5 It is the intent to make this provision available to any Rescue Union School District employee not covered by other catastrophic leave provisions.

8.3.3.6 Retired employees working for benefits and employees who do not accrue and are not eligible for sick leave. They are, therefore, not eligible for catastrophic illness provisions.

8.3.3.7 The bargaining unit shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals or denials.

8.3.4 Repayment of Catastrophic Leave

All hours used from the Catastrophic Leave Bank will be repaid by members at the rate of two work days at the contracted work hours per year in the event he/she returns to work.

8.4 Discretionary Leave

8.4.1 Unit members shall be granted up to a total of nine (9) days of Discretionary Leave, to be deducted from accrued sick leave days, during each year of employment. Such leave will not be cumulative and will be deducted from the unit member's sick leave.

8.4.2 The unit member shall request the leave from their supervisor no later than the day before the leave. Discretionary leave may not be granted if it causes undue hardship for the site/department. Leave forms shall be provided at the work site/department. The unit member is required to secure prior approval from their immediate supervisor before taking Discretionary Leave except for the following

reasons (up to 2 days):

8.4.2.1 Death or serious illness of a member of their immediate family.

8.4.2.2 Accident involving their person or property, or the person or property of a member of their immediate family.

8.4.2.3 Appearance in any court as a litigant or before any administrative tribunal as a litigant, party, or witness under subpoena.

8.4.2.4 Other reasons as approved by the District Superintendent or designee.

8.4.2.5 In the event that the employee is not entitled to enough sick leave to cover the request or they need to be absent longer than the allowed number of personal necessity days, days of absence not covered will be considered as leave without pay. The deduction will be made at their daily rate.

8.4.2.6 Employee's signature on the Absence Request Form for Discretionary Leave signifies compliance with the above article.

8.5 Maternity Leave

8.5.1 Association members are entitled to use sick leave as set forth in this contract for disabilities caused or contributed to by maternity, miscarriage, childbirth, and recovery on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Association member and the Association member's physician.

8.5.2 Association members are entitled to leave without pay or other benefits for disabilities because of maternity, miscarriage, childbirth, or recovery when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the Association member on leave and the Association member's physician.

8.5.3 Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.

8.5.4 Following a reasonable recovery period, if the employee is unable to return to work, management may require verification of the extent of the disability through a physical examination of the employee by a physician selected by the employee from a panel of two physicians designated by the District, at District expense.

8.6 Special Parental Leave

8.6.1 The district shall grant upon request five (5) days of parental leave. This leave shall be used at the discretion of the employee for the birth or adoption of their child/grandchild and/or the discharge of family members from the hospital.

This shall be deducted from sick leave.

8.7 Bereavement Leave

8.7.1 An Association member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if one way travel of 300 miles is required, without loss of salary or other benefits, in the event of the death of an immediate family member.

8.7.2 Bereavement leave is intended to be used for immediate family members of the employee, their spouse, or registered domestic partner (Immediate family of employee, spouse, or registered domestic partner means: mother, father, grandmother, grandfather, grandchild, son, daughter, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any person living in the immediate household of the employee). This provision also includes any person living in the immediate household of the employee.

8.8 Military Leave

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

8.9 Court Ordered Leave

8.9.1 A regular employee who receives a subpoena for appearance in court or who is required to serve on jury shall receive full pay for such absence from duty provided that he complies with the stipulations listed below:

8.9.1.1 The employee must not be litigant in the court action.

8.9.1.2 The employee must present to the immediate supervisor and/or Superintendent the actual notice to appear for jury duty.

8.10 Industrial Accident and Illness Leave (Worker's Compensation)

8.10.1 The District shall provide for sixty (60) days of industrial accident and illness leaves of absence.

8.10.2 Leaves granted under this section may be in conjunction with Workmen's Compensation laws and shall be used in lieu of regular sick leave. Persons arranging for leave under this section and not claimed under Workmen's Compensation shall submit a medical statement and appropriate evidence that the industrial accident or illness was work connected. Benefits under this section are deductible at the rate of one (1) day for each day of absence.

8.10.3 The District requires that employees receiving Workmen's Compensation endorse to the District all disability indemnity checks received from Workmen's Compensation Insurance.

8.10.4 The District requires that employees receiving such Workmen's Compensations shall remain within the State of California while receiving benefits unless the Governing Board authorizes travel outside the state.

8.10.5 An employee unable to return to work because of industrial accident or illness and who has exhausted all leave entitlement including Workmen's Compensation may be granted such additional leave of absence as deemed appropriate by the District Governing Board. If at the conclusion of all Board granted leaves of absence, paid or unpaid, the employee is still unable to assume the duties of their position; they shall be placed on a reemployment list for a period of thirty-nine (39) months.

8.10.6 The District has the right to have the Association member examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved. Such examination will be provided as quickly as possible and generally no later than sixty (60) days after the claim has been filed.

8.11 Unpaid Leave Of Absence

8.11.1 A permanent employee may be granted a leave of absence without pay by the Governing Board upon recommendation of the Superintendent for a period not to exceed one (1) year when such action is not contrary to the best interests of the District. Such leaves of absence may be extended or renewed for a period not to exceed one (1) year.

8.11.2 If an employee is on an unpaid leave for more than 6 months of the work year, the employee is not guaranteed their original position back, but may be assigned to a position where a vacancy occurs. The employee will be informed of this provision, in writing, prior to the granting of the leave.

8.11.3 While an employee is on leave for twenty (20) days or more but less than six (6) months of the work year, the position may be filled on a temporary basis in the following manner:

8.11.3.1 The position will be advertised in-house and filled with a regular employee. When the absent employee returns from leave, the employee filling the position will return to their original position. The employee on leave will return to the position held when the leave was granted.

8.11.3.2 If no employee applies for the position the position may be advertised outside of the district as a long-term substitute.

8.11.3.3 If an employee is on a leave that is less than six (6) months and wants to return from leave before their leave is up, they must provide at least a two (2) week notice in writing to the personnel department of the date of their return.

8.11.3.4 When an employee is ready to return from their leave, they need to inform the personnel department, in writing, at least two (2) weeks prior to the date their leave is ending if they are planning to return, request an extension to their leave or are resigning.

8.11.4 A permanent employee may be granted a leave of absence without pay for up to 45 days during a school year when such action is not contrary to the best interest of the district. Such leave must be requested at least 45 days in advance of the start of the leave and be approved by the Governing Board.

8.11.4.1 Such leave may be taken consecutively or intermittently as scheduled in advance with the supervisor.

8.11.4.2 While an employee is on short term leave, the position may be filled with a substitute if deemed necessary by the district.

8.11.4.3 An employee who wishes to change or rescind any such leave after it has been granted, must notify the district in writing at least two weeks prior to the change. No changes will be allowed for May or June.

ARTICLE IX

PROFESSIONAL GROWTH PROGRAM

It is recognized that all employees need to continue to improve their skills and abilities in order to meet the challenge of their jobs. This Professional Growth Program is to provide incentive to each employee to improve job performance by improvement of job skills and abilities.

9.1 Eligibility

9.1.1 All permanent Classified employees within the bargaining Association are eligible to enter this program. All records regarding the employee's Professional Growth Program (PGP) will be kept in the employee's personnel file.

9.1.2 Probationary employees hired on or before December 1st are eligible for this program.

9.2 Program Levels

9.2.1 Level I - Professional Growth Program - Employees who have not completed a BA degree. Employees will receive a yearly stipend upon completion of each set of 15 semester units up to 105 units. An additional \$75 will be granted upon the completion of a BA degree. See table below:

Completion of 15 units	\$75
Completion of 30 units	\$150
Completion of 45 units	\$225
Completion of 60 units	\$300
Completion of 75 units	\$375
Completion of 90 units	\$450
Completion of 105 units	\$525
Completion of degree	\$600

9.2.2 Level II - Professional Growth Program - Employees who have completed a BA degree. Employees will receive a yearly stipend upon completion of each set of 15 semester units up to 75 units. See table below:

Completion of 15 units	\$150
Completion of 30 units	\$300
Completion of 45 units	\$450
Completion of 60 units	\$600
Completion of 75 units	\$750

9.3 Pro-rated Stipends

Employees serving less than twenty (20) hours per week shall have stipends pro-rated in proportion to the actual number of hours worked, based on a full-time forty hour work week.

9.4 Participation Process

9.4.1 To enter the program, the employee shall fill out and have their supervisor sign the "Intent to Participate in the Professional Growth Program" form which will be filed with the Personnel Office. Each class, training or workshop has to have supervisor and District Office approval prior to attending if it is to be included in the Professional Growth Program. (See Appendix for form.)

9.4.1.1 New employees participating in the Professional Growth program shall submit transcripts verifying previously earned credits by the end of their probationary period. Program information will be given to new employees at orientation.

9.4.2 Any credits earned toward professional growth stages shall follow a classified employee if the employee changes their classified position within the Rescue Union School District.

9.4.3 Course work must be related to the employee's job category or in preparation for a promotion within the District and shall be related to one or more of the following skill areas:

9.4.3.1 Communication Skills - speech, English, bilingual ability, etc.

9.4.3.2 Interpersonal Relation Skills - management, psychology, sociology, etc.

9.4.3.3 Technical Skills - computers, carpentry, gardening, nutrition, etc.

9.4.3.4 Degree Program - coursework to fulfill requirements of a district approved accredited degree program.

9.4.4 Credit - Colleges, Universities, Community Colleges

9.4.4.1 Course work must be verified by a transcript or grade card from the school attended. Each quarter Association shall be converted to 2/3rds of a semester unit. A letter grade of "C" or better or a "pass" grade must be achieved. Transcripts or grade cards must be submitted to payroll no later than June 30.

9.4.4.2 Transcripts or grade cards for courses completed will be accepted from four-year colleges and universities, community and junior colleges, trade schools and adult education courses that are accredited by the State or the Western Association of Schools, Colleges and Universities.

9.4.5 Credit - Continuing Education Units

9.4.5.1 Credit may also be earned for Continuing Education Units (CEU) for specialized training and for District designed and approved workshops, training programs, etc. at the rate of one (1) CEU for each 25 hours of class or training time. CEU shall be equal to 2/3rds of a semester unit.

9.4.5.2 No credit will be given for trainings held on staff development days.

9.4.5.3 Verification for credit shall be by transcript; diploma or certificate of completion signed by the instructor indicating the total number of hours in attendance and shall be submitted to payroll no later than June 30.

9.4.6 Each class, training or workshop is to be taken on the employee's own time unless approval has been given by the District Office for it to be taken during the workday. All transcripts and grade cards must be submitted to payroll by June 30th of each year.

ARTICLE X

ATTENDANCE INCENTIVE PROGRAM

10.1 Classified employees who are employed on October 1 of the school year in at least a .5 FTE position are eligible to participate in the Employee Attendance Incentive Program.

10.2 Any eligible employee working less than full-time (40 hours/12 months=1 FTE) but more than 50% shall receive a prorated percentage of the incentive amount.

10.3 The perfect attendance incentive stipend is \$500.

10.4 Perfect attendance is achieved when an employee does not use any sick leave or personal necessity leave from July 1st to December 31st and January 1st to June 30th of the current fiscal year.

10.5 The July 1st to December 31st incentive of \$225 will be paid with the February supplemental payroll. The January 1st to June 30th incentive of \$225 will be paid with the August supplemental payroll. The additional \$50 will be paid for perfect attendance in both periods and will be paid with the August supplemental payroll. The Incentives will be subject to all statutory required withholdings.

ARTICLE XI

EVALUATIONS

11.1 The probationary period for classified employees shall be six (6) months. The probationary employee must work at least one day in a month for that month to be counted towards the six (6) month probationary period. The District shall evaluate probationary employees at three (3) months and at six (6) months. The probationary period for classified personnel who do not work a twelve month work year shall be suspended through the summer break only and shall restart on the first day of their scheduled work calendar year until the six (6) month period has been completed.

11.2 A permanent employee will be evaluated at the end of their first twelve (12) months of employment and then prior to their final work day every other year thereafter.

11.3 The primary evaluator shall be the employee's supervisor.

11.4 The Association member shall sign the evaluation signifying only that they have read the document, have been given a copy of the document, and have been provided the opportunity of attaching a written response within ten days that shall become a part of the permanent record.

11.5 Prior to evaluation conferences, employee or supervisor may request coaching and progress review meetings to be held as needed.

11.6 If an improvement plan is recommended, specific recommendations and timelines for improvement, re-evaluation and provisions for assisting the employee to improve will be given. The employee has the responsibility to utilize the assistance offered to improve in identified areas.

11.7 Nothing in the Article shall be construed to allow for any evaluation contents to be subjected to the grievance procedure.

11.8 Any employee may request that the superintendent review their evaluation.

ARTICLE XII

DISTRICT TRANSPORTATION

12.1 Choice of Route

In the assignment of routes and extra trips, the employee with the highest Classification Seniority who has continuous service as a bus driver within the District, shall have first choice. In the event two or more persons are equal on these criteria, the decision will be made by lot. The process shall continue in this order based upon these criteria.

12.2 Routes

The District shall post the list of available buses and routes each year for a minimum of three (3) days

Information to be posted will include starting and ending time, schools served, whether the route is for traditional school, summer programs or special education and the total number of hours to be worked.

12.2.1 The Bus Driver Trainer and the Dispatcher/Relief Bus Driver may be assigned a summer route.

12.3 Bidding

12.3.1 Bus and route will be assigned by bid of each individual bus driver based on classification seniority. In the case of a special need of the district, a particular bus may be assigned to a specific route. If the same bus is assigned to more than one route, all routes will be bid as a package. Whenever possible, the assignment will be made prior to the bidding process. If not possible, there may be a rebid for bus assignments at the request of the association.

12.3.2 Bidding will be held approximately six (6) weeks after the start of the traditional school year. If an employee is on extended sick leave, a second bid will be held immediately after the original bid to fill the route based on a temporary status. When the employee returns from extended leave, they will return to their assigned route. The employee filling the route on a temporary basis will return to their regularly assigned route. Drivers are in paid status during route bidding.

12.3.3 Individual routes that become vacant will be bid in the same manner except the bus/route will be bid as a package.

12.3.4 Mid-day routes will be bid separately from the a.m. /p.m. routes unless a particular bus has been assigned according to 12.3.1.

12.4 Temporary Bid

12.4.1 If a driver is absent for an extended period (20 work days or more), except vacation time, the route may be filled on a temporary basis in the following manner:

12.4.2 The route assigned to the absent driver will be advertised and bid on a classification seniority basis using the procedure described in section 12.2.

12.4.3 The bid process will continue by classification seniority until the least senior person has the opportunity to accept or reject the vacancy.

12.4.4 When the absent driver returns, all participants in the temporary bid will return to the position/hours of their original assignment (bid).

12.5 Field Trips

12.5.1 For the purpose of clarity, a field trip is defined as any activity requiring transportation other than regular home to school.

12.5.2 No driver will be eligible for field trips out of the District until he/she has the equivalent of 6 months of school bus driving experience and has completed training as indicated in 12.5.3, below. Drivers with less than one (1) year's experience may be assigned to field trips within the communities served by the District. Substitute bus drivers who meet these qualifications are eligible to drive a field trip if all regular drivers decline to drive the field trip.

12.5.3 No driver will be eligible for long distance field trips until they have been rated by the supervisor and/or trainer. Field trips shall be rated on a one (1) through two (2) system.

Rate 1: Able to take all field trips and, athletic trips not requiring special training

Rate 2: Special training required for:

Terrain i.e., mountains
City i.e., S.F. or Bay area
Weather i.e., snow

12.5.4 Rescue Union School District bus drivers will have exclusive rights to all field trips that Rescue Union School District students and staff partake in that requires a bus for transportation. Walking field trips are permitted and do not require bus transportation. Required bus trips include:

- All field trips with 15 or more students and/or
- Any field trips with destinations outside a 40 mile radius of the district unless expressly approved by the Superintendent for other travel arrangements.
- After school field trips that begin more than one hour after school is dismissed do not require bus transportation.

If the Transportation Department is unable to accommodate the field trip request, the transportation director will notify the site administrator who may make other arrangements in accordance with board policy.

This is to include but not limited to:

- Traditional schedule
- Summer school programs
- S.D.C. schedule
- After school sports program
- After school club programs
- G.A.T.E. programs
- Outdoor Education
- Extracurricular activities?

12.5.5 Field trip bidding will take place each month three working days prior to the end of the month and at a time between the morning and afternoon run. In the event the day is not a regularly scheduled working day for all employees, field trip bidding will take place on the next regularly scheduled working day for all employees. All field trips will be posted immediately following approval (within 24 hours). Drivers are not in paid status during the field trip bidding process.

12.5.6 If a driver loses a field trip because of cancellation, or rescheduling of the trip, the next available trip will be offered to that driver. If a field trip has been accepted by a driver and the driver requests personal time off for the same time, the driver will lose that field trip and it will be offered to the next driver available on rotation. If a field trip falls on a day the assigned driver has requested a personal time off, the driver loses eligibility for that trip.

12.5.7 If a field trip is cancelled by the school for any reason other than emergency or inclement weather without 24-hour notice to the scheduled driver, the driver shall be paid the equivalent of the scheduled time for the field trip or a minimum of two hours pay, whichever is less.

If the driver has been compensated, per the above, the driver is not considered to have lost a trip as per section 12.5.6.

If a field trip is rescheduled, the scheduled driver will have first rights to the rescheduled trip. If the driver is not able to take the rescheduled trip, the driver will be offered the next available trip as per sec 12.5.6.

12.5.8 A field trip list will be posted and maintained by the supervisor. Trips will be bid on a rotating basis to those drivers on the above list wishing to take trips.

12.5.9 Late trip requests received and departing prior to the next bid date will be offered to the driver next on the field trip rotation list. The driver's placement on the rotation list will not be affected when refusing or accepting a late trip. Drivers who accept or pass on a late trip shall not be offered another until all drivers on the rotation list have been offered a late trip.

12.5.10 Drivers cannot exchange field trips among themselves. All exchanges must be approved by the Director of Transportation or designee.

12.5.11 Field trip driving instructions/directions will be provided by the supervisor and/or Dispatch Relief Drive a minimum of 24 hours prior to the trip.

12.5.12 Trips that occur within the drivers work hours and involve no extra income

will be assigned.

12.6 Extra Hours

12.6.1 Traditional Year:

A list for extra route coverage and a second list for extra work available in the Transportation Department will be posted and maintained by the supervisor. When extra Transportation Department work is available, it will be offered by classification seniority on a rotating basis to those employees who are available for the extra work and wish to perform the extra duties.

12.6.2 Summer:

12.6.2.1 Bidding for summer home-to-school transportation will be held during the last month of school.

12.6.2.2 Drivers who elect to work during summer school must inform their immediate supervisor in writing that they desire summer work. The District shall maintain a list of all eligible summer school drivers. Assignments shall be awarded based on seniority.

12.6.2.3 Special trips that are scheduled during the summer (the Sunday following the last week of traditional school year through the day before the first day of the traditional school year) shall be rotated among employees on the summer driver list based on seniority.

12.6.2.4 If new summer work (overflow, contingency hours, etc.) is created that cannot be filled by regular summer school drivers, that work shall be offered to district drivers who have signed up as summer substitutes.

12.7 Mid-day Substitutions

12.7.1 If the regular driver is absent from their mid-day run, regular employees will be given the opportunity to substitute if additional time will be gained by substituting employee as long as it does not cause the driver's time to exceed eight (8) hours.

12.8 Assignment Authority

Nothing in this Article shall preclude the District from assigning trips, routes, buses, or extra hours to qualified drivers when volunteers are not readily available.

12.9 Mandated Requirements

12.9.1 The District will comply and reimburse for any statutory, mandated requirements pertaining to training, certification, commercial licensing, and medical examination.

12.9.2 An employee who chooses to utilize his/her personal physician (must be certified) shall be eligible for reimbursement (with receipts) not to exceed the

amount charged by the district's medical contractor. Reimbursements shall be limited to costs related to the job required physical.

12.9.2.3 Bus routes will include a thirty minute initial bus checkout, a ten minute safety check before leaving on the afternoon runs and a fifteen minute period at the end of each route for engine cool down and bus cleaning.

12.10 Use of Video Cameras in District Transportation Vehicles

12.10.1 Video cameras installed on any vehicle used for student transportation for curricular and/or extra-curricular activities are for monitoring passengers on District vehicle, and promotion of passenger safety/security.

12.10.2 The videotapes and equipment will be maintained according to District prescribed procedures and policies.

12.10.3 The retention of videotapes is to be in accordance with District policy and administrative rules.

12.10.4 The events videotaped are to be used for deterring misconduct of students and promotion of the District's bus conduct rules and not intended for use in discipline or evaluating work performance of bargaining unit members.

12.11 Bus Driver Split Shift Pay

12.11.1 A bus driver whose regularly assigned daily work hours (route) are split for 2.5 hours or more per day shall be paid a stipend of \$3.00 per day. Bus drivers must be working in the same job classification and students must be in attendance to be eligible for the stipend.

12.12 Layover Pay

12.12.1 Due to the wear and tear of buses and fuel costs associated with returning to the bus yard, the District will pay any layover time of thirty (30) minutes or less between assignments and trips.

12.13 Personal Property Reimbursement

12.13.1 When mechanics are required to furnish tools or equipment in the carrying out of employment, the District shall replace or reimburse damaged or broken tools up to one thousand dollars (\$1,000) per year for the department, upon supervisor approval and submission of receipts.

ARTICLE XIII

REASSIGNMENT AND FILLING OF VACANCIES

13.1 Administrative Initiated Reassignment

Reassignment of bargaining Association members may be initiated by superintendent for reasons other than disciplinary, whenever such reassignment is in the best interest of the District, provided that such reassignment shall not result in loss of pay or benefits (as provided in Article XV) to the employee. The member shall be given written notice a minimum of five (5) working days prior to the reassignment date. The five (5) day minimum may be waived with mutual agreement of the District and the Association. A conference will be held between the appropriate management person and the Association member in order to discuss the reasons for the reassignment.

13.1.1 A position that is associated with a student or with a program may be moved to another location due to changes in the location of the program or the student. Such movement shall not be considered a reassignment of the employee in that position.

13.2 Employee Initiated Reassignment

13.2.1 All vacancies, (new or existing positions), when they become available, shall be posted by the District on bulletin boards in prominent locations at each work site and emailed to all classified employees for not less than five (5) working days.- Any employee in the same classification may apply for that position by filing a written notice of intent with the District Office. Employees in the bargaining unit shall be given first consideration for such vacancies upon letter of intent.

13.2.1.1 Any employee on an improvement plan or with formally documented discipline issues within the past six months shall not be permitted to transfer without approval of the supervisor at the site or department which the employee is seeking to transfer.

13.2.2 If more than one employee applies for a lateral reassignment where the employee's qualifications and abilities are equal and the reassignment is in the best interest of the District, the employee with the greatest classification seniority will be granted the position.

13.2.3 Employees on leave during the period of the posting, if they request in writing, would be mailed a copy of the notice by First Class Mail on the date the position is posted.

13.3 Adding Hours to Existing Position

13.3.1 In the event that additional hours are awarded to an existing position, the employee in that position may elect to accept the hours without a need to advertise the additional hours to other employees or outside sources. i.e., Aide time currently is 5.5 hours. Additional 1.5 hours is awarded and automatically extends the

existing Aide to 7.0 hours should the existing employee accept.

13.3.2 In the event that the existing employee declines, the district will advertise the position to inside employees then outside sources. The additional hours are considered to be a vacancy for a fraction of the position.

13.3.3 In the event that one or more persons are employed in a fraction of a position and additional hours become available, the person with the most seniority in that position will be entitled to such hours. If the total hours of the position are reduced, the person with the least seniority will have the reduction in hours. If a portion of the position becomes vacant due to an employee leaving the position, the person(s) remaining in the position with the most seniority in the position will be entitled to fill the vacancy without advertising.

13.4 Promotions – the definition of a promotional transfer is a reassignment from a position in one classification to a position in a higher classification.

13.4.1 When a permanent employee of the District is promoted, the employee will be placed on a step of the new classification that constitutes a minimum of a five percent (5%) increase.

13.4.2 First Considerations: Employees in the bargaining unit, all things being equal, shall be given preferential consideration in filling any job vacancy which can be considered a promotion if he/she qualifies for the position. All bargaining unit employees who apply and meet the qualifications shall be guaranteed an interview.

13.4.3 Any interviewed bargaining unit member who is not selected shall, upon written request to the District Office, be given reasons in writing.

13.4.4 Promotional Probation – When a permanent bargaining unit member is promoted to a higher classification, he/she shall be considered in probationary status for a period of six (6) months with the following conditions:

- a. A promoted bargaining unit member shall have the right to return to his/her previous classification for inadequate performance.
- b. The District shall evaluate the promoted bargaining unit member after three (3) months for the purpose of providing information that will assist the employee to be successful.

13.5 Notice Contents: When the District posts for jobs, separate posting shall be issued for each job classification. Multiple positions in the same job classification or multiple positions at the same site may be included in one posting.

The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualification required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

ARTICLE XIV

LAYOFF AND REEMPLOYMENT

14.1 Reduction/Layoff

In the event that it becomes necessary for the District to implement classified layoffs or reduction of hours, the Association reserves its right to negotiate the effects of such layoff or the decision to reduce working hours.

When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 60 days prior to the effective date of the layoff, and informed of their displacement rights, if any, and reemployment rights.

When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of fund, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff.

14.2 Reduction in Hours

The decision to reduce assigned time shall be considered a layoff under the provisions of this Article, other than those covered in Article V, Hours/Working Conditions.

14.3 Order of Layoff

Any layoff shall be effected within a classification by seniority. If the total hours of a shared position are reduced, the person with the least classification seniority will have the reduction in hours.

14.3.1 Seniority shall be determined solely by length of service. Length of service shall be calculated by date of hire within the classification. Employees who voluntarily terminate their employment with the District shall establish a new date of hire when re-employed with the District.

14.3.2 Classified employees shall be laid off in inverse order of seniority in the job classification in which the layoff occurs. Employees who have been employed the shortest time in the classification, plus higher classifications, shall be laid off first. In determining seniority, time spent on unpaid leave or time worked as a substitute or extra help shall not be counted.

14.3.3 If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made by lot.

14.4 Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this agreement. If the employee bumps into a position in the classification in which the layoff occurs, layoff seniority will be used.

14.5 Challenge of Seniority Placement

Any employee may challenge their place on the seniority roster by making objections in writing to their supervisor.

14.6 Reemployment Rights

Laid off employees are eligible for reemployment in the classification from which laid off for a period of thirty-nine (39) months and shall be reemployed in reverse order of layoff and in preference to new applicants including current employees. In addition, laid off employees have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months. (Education Code section 45298)

14.7 Voluntary Demotion or Voluntary Reduction in Hours in Lieu of Layoff

14.7.1 Classified employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided, that the same tests of fitness under which they qualified for appointment to the classification shall still apply. The governing board shall make the determination of the specific period eligibility for reemployment on a classification-by-classification basis.

14.7.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former classification or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority. (Education Code sections 45114, 45298)

14.8 Offer of Reemployment

An employee who has received and declined two (2) offers of employment in the classification from which they were laid off, with the same or more hours than those held at the time of layoff, shall be removed from the reemployment list.

14.8.1 Upon return to work, eligibility for vacation and sick leave entitlement shall be computed in accordance with seniority.

14.8.2 Unused sick leave benefits, accumulated prior to layoff, will be reinstated upon return to work.

14.8.3 Upon return to work, benefits will not be less than all other employees working the same hours in the same classification.

14.9 Effects of Layoff

14.9.1 Any substitute work shall be given to laid off employees on the thirty-nine (39) month rehire list in reverse seniority. An employee will be used as a substitute for any job within the classification for which that person is qualified.

14.9.2 Upon return from layoff an employee will be placed at the appropriate rate of pay for the length of service, in no instance lower than they were making at the time of layoff.

14.9.3 Vacation time earned and unused at the time of layoff shall be computed and paid to employee.

14.9.4 Any employee who has received a layoff notice shall, upon their request, be allowed to take any unused accumulated vacation entitlement prior to the effective date of the layoff.

14.9.5 Work performed exclusively by classified employees prior to a layoff shall be offered first to the laid off employees on the reemployment list in the appropriate classification according to seniority and shall not be offered to volunteers, outside contracts, management, certificated, or confidential employees unless negotiated or waived by the Association.

14.10 Retirement in Lieu of Layoff

Any classified employee who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If they are subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed their request for reinstatement from retirement. (Education Code section 45115)

ARTICLE XV

HEALTH BENEFITS

15.1 District Contribution

The District shall contribute to medical benefits up to a negotiated CAP for employees. Coverage plan amounts will be prorated according to the amount of hours worked. The current health benefit level for full-time employees is provided for in Appendix "A" Salary and Health Benefit Schedule, attached to, and incorporated into, this Agreement.

15.2 Vision / Dental

Employees working five (5) or more hours per day shall receive fully paid dental and vision coverage.

15.3 Eligibility

For employees who are currently enrolled in the district health insurance plan:

Twelve (12) month employees who work 8 hours per day will be provided twelve (12) months of insurance coverage.

Part time employees working 4 or more hours per day are eligible for twelve (12) months of insurance coverage based on the following schedule:

35-40 hours per week = 1.00 FTE
25-34 hours per week = .75 FTE
20-24 hours per week = .50 FTE

15.4 Changes / Enrollment Period

All changes to insurance plans, including the decision to opt-out, can only take place during the annual open enrollment period except for qualifying events.

All employees have the option to opt-out of health benefits during the open enrollment period.

15.5 Termination of Employment

If any employee is covered by District health coverage and is vacating their employment with the District, they are eligible to continue their coverage per COBRA guidelines.

ARTICLE XVI

SALARY

16.1 Rate of Pay

The regular rate of pay for each classified employee shall be in accordance with the rates established for each classification as provided for in Appendix "A" Salary and Health Benefits Schedule, attached to, and incorporated into, this Agreement.

Classified employees working in a higher classification than their regular classification shall be compensated at their step on the higher classification on the salary schedule after the third consecutive day of work, retroactive to the first day worked. Classified employees working in a higher classification than their regular classification for less than three consecutive days shall be compensated at their own regular rate of pay.

Ex: A Custodian (lower classification) works as a Lead Custodian (higher classification) for five consecutive days. They would receive their current step as Custodian on the Lead Custodian classification step for all five days.

Ex: A Para-educator (lower classification) works as an IIF (higher classification) for one day. They would receive their regular rate of pay for that day.

Additionally, when an employee works in a higher classification for at least three consecutive days, and on either the day before or the day after a holiday, the employee receives the higher pay rate for the holiday.

Employees working in a lower classification than their regular classification maintain their regular classification maintain their higher rate of pay. This includes regular hours, overtime hours and/or hours covering the absence of another employee.

Ex: A Lead Custodian (higher classification) works as a Custodian (lower classification). They would receive their regular rate of pay for all hours worked.

16.2 Itemized Deductions

All regular paychecks of classified employees shall be itemized to include all deductions and overtime.

16.3 Anniversary Date – Hire Date

16.3.1 An employee's hire date (anniversary) will be the date upon which the employee first renders paid service as a probationary/permanent employee in any classification.

16.3.2 Once a bargaining unit employee's hire date is established, it will not be changed whether or not a bargaining unit employee is promoted, demoted, reclassified, or in any other manner affected by a change in salary range. Should there be an approved leave, there shall be no adjustment in hire date. Should there be an employee resignation, it shall be considered a break in service.

16.3.3 For purposes of salary schedule placement, probationary employees hired between July 1 and November 30 of any year shall be considered to have worked a full year and will be moved to the next higher step on the salary schedule for the next succeeding year effective July 1.

16.3.4 Any probationary employee hired between December 1st and June 30th shall remain at the same step on the salary schedule during the entire next succeeding year.

16.4 Comparisons

Prior to salary negotiations, salary data will be compared to mutually agreed upon districts upon request by either party.

16.5 Job Descriptions

Job descriptions will be reviewed every five years or as mutually agreed.

ARTICLE XVII

DURATION OF CONTRACT

Article XVII – Duration of Contract

17.1 The parties agree that it is in the interest of the District and CSEA to have stability during the period in which the parties negotiate the successor agreement. To this end, the parties agree as follows:

17.1.1 The parties agree to create a new collective bargaining agreement between CSEA and the District for the period of July 1, 2020 through June 30, 2023.

17.1.2 The above referenced collective bargaining agreement shall embody all the specific terms of the agreement that will expire on June 30, 2023.

17.1.3 The parties agree that no later than the February board meeting, they will provide public notice, as required by Government Code section 3547, of their respective proposals for successor agreement issues, other than term. The parties agree to commence negotiations on these proposals no later than two weeks after the board meeting.

17.1.4 Pursuant to the provisions of this agreement, the parties shall have a free and unlimited right to make successor agreement proposals on any subject matter within scope, with the exception of the previously determined duration clause.

17.1.5 Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the EERA, Government Code sections 3500 et seq.

SIGNATURE PAGE

This Agreement shall remain in full force and effect from July 1, 2020 through June 30, 2023.

For CSEA:

Natalie Hadden

Rescue ch. 737 President

9/8/2020

Date

Cesar Mata

Labor Relations Representative

9/8/2020

Date

For Rescue Union School District:

Cheryl Olson

Superintendent Cheryl Olson

9/8/20

Date

APPENDIX

RESCUE UNION SCHOOL DISTRICT ABSENCE & LEAVE REQUEST FORM

The employee shall submit this completed and signed form to his/her immediate supervisor after any unplanned absences due to illness, injury or personal necessity. Planned absences are to be requested using this form and require approval prior to the absence.

EMPLOYEE NAME		EMPLOYEE ID # (Required)		DATE SUBMITTED	
SITE/DEPARTMENT	<input type="checkbox"/> CERTIFICATED <input type="checkbox"/> ADMIN/CLASS MGMT Indicate Total # of Days:	<input type="checkbox"/> CLASSIFIED <input type="checkbox"/> CONFIDENTIAL Indicate Total # of Hours:	START DATE:	END DATE:	
POSITION:			TIME:	TIME:	

***ABSENCES NOTED WITH ASTERICK (*) REQUIRE PRIOR AUTHORIZATION FROM SUPERVISOR.**

**** Discretionary leave shall not be used for purposes which are not serious in nature, for matters which can be taken care of outside of assigned hours of service, or for purposes of earning money or working elsewhere, vacation or recreation.**

ABSENCE REQUESTS (Retain at school/site)

****Family Illness - See Reverse for family definition**

<input type="checkbox"/> VACATION* Classified, Confidential Only	<input type="checkbox"/> SICK LEAVE- Certificated <input type="checkbox"/> Personal <input type="checkbox"/> Family [Employee/Family Illness** Doctor or DDS appt]
<input type="checkbox"/> COMPENSATORY TIME* Classified, Confidential Only	<input type="checkbox"/> PERSONAL/FAMILY ILLNESS** & INJURY LEAVE Classified, Confidential <input type="checkbox"/> Personal <input type="checkbox"/> Family
<input type="checkbox"/> DISCRETIONARY LEAVE* **Employee's signature signifies contract compliance - See Above	<input type="checkbox"/> BEREAVEMENT - per contract: 3 Days Local, 5 Days Out of State [Immediate family definition—see reverse] Indicate Relationship _____
<input type="checkbox"/> Special Paternity/Maternity Leave* Certificated Only-per RUFT contract <input type="checkbox"/> Special Paternal Leave* Classified Only-per CSEA contract	<input type="checkbox"/> JURY DUTY/COURT ORDER* Attach Copy of Summons
<input type="checkbox"/> ABSENCE - NO PAY* Classified, Confidential Only (Prior written approval from Supervisor required – Explain in comments below)	<input type="checkbox"/> SCHOOL BUSINESS, NEGOTIATIONS, OTHER* (Explain in Comments/Explanation below)

LEAVE REQUESTS (Submit signed request to Human Resources)

Absences due to the reasons shown below require additional certification and authorization by Human Resources. Indicate the type of leave and the approximate start and end dates for the leave requested. Contact Human Resources for information regarding the approval process and additional paperwork required.

LEAVE START DATE _____ RETURN TO WORK DATE _____ INTERMITTENT LEAVE ☐ YES ☐ NO

Relationship to Employee: ☐ Self ☐ Spouse ☐ Registered Partner ☐ Child ☐ Parent

<input type="checkbox"/> MEDICAL LEAVE [FMLA/CFRA]	<input type="checkbox"/> WORK INJURY
<input type="checkbox"/> MATERNITY/PATERNITY LEAVE [PDL FMLA/CFRA] Due Date: _____	<input type="checkbox"/> MILITARY CAREGIVER <input type="checkbox"/> MILITARY LEAVE or EXIGENCY
<input type="checkbox"/> UNPAID LEAVE OF ABSENCE (Board Approval Required)	

COMMENTS/EXPLANATION:

I UNDERSTAND THAT ANY UNAUTHORIZED ABSENCE OR PERSONAL NECESSITY THAT IS NOT IN ACCORDANCE WITH CONTRACT AND ED CODE WILL BE WITHOUT PAY. SUPERVISOR'S SIGNATURE IS NOT APPROVING FMLA-CFRA, WORKERS COMP, MILITARY OR UNPAID LEAVE REQUESTS.

Employee's Signature		Date
	Approved <input type="checkbox"/> Denied <input type="checkbox"/>	
Supervisor's Signature		Date

ABSENCE & LEAVE REQUEST FORM – Page 2

Procedure: Employee completes the form providing information for either an Absence or Leave request. (This form is used for either type of request).

1. Check employee's leave balances to determine if employee has enough leave time to take the absence.
Reminders: Employees cannot use family illness or personal leave hours if they do not have enough sick leave hours to cover that absence. Include relationship to employee for bereavement leave.
2. Supervisor/Manager signs all requests and should retain a copy to verify with attendance sheets submitted at the end of the month. Custodian requests must be forwarded **directly** to Maintenance Dept for approval.
3. **If requests are for less than 5 consecutive days, original is retained by site/department** (see retention requirements). Maintenance employee original requests are to be maintained in M & O. **A copy is not needed by Human Resources.**
4. **Leave requests AND personal or family illness requests for more than 5 consecutive days**, should be signed and forwarded to Human Resources as additional certification and information may need to be sent to the employee. Site/Dept makes a copy for their records as needed.
Absence Request Form Retention: Retain the current year, and two prior years at the site/department .

*****IMMEDIATE FAMILY DEFINITION:**

Immediate family of employee, spouse, or registered domestic partner means: mother, father, grandmother, grandfather, grandchild, son, daughter, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any person living in the immediate household of the employee.

Reference:

Education Code

44036 - 44037	Cert/Class	Leaves of absence for judicial and official appearances
44963	Certificated	Power to grant leaves of absence
44981	Certificated	Leave of absence for personal necessity
44985	Certificated	Leave of absence due to death in immediate family
44987	Cert/Class	Service as officer of employee organization
44987.3	Cert/Class	Leave of absence to service of certain boards, commissions, etc
45190	Classified	Leave of absence and vacations
45191	Classified	Absence Verification
45194	Classified	Bereavement leave of absence
45198	Classified	Effect of provisions authorizing leaves of absences
45207	Classified	Personal necessity
45210	Cert/Class	Service as officer of employee organization
45240 - 45230	Classified	Merit system

Family Code

297 - 297.5	Registered domestic partner rights, protections and benefits
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Government Code

Release time for representatives of employee organizations

Labor Code

230 – 230.2	Leave for victims of domestic violence, sexual assault or specified felonies
230.3	Leave for emergency personnel
230.4	Leave for volunteer firefighters
230.8	Leave to visit child's school
233	Illness of child, parent, spouse, domestic partner or domestic partner's child
234	Absence control policy

Military & Veterans Code

395.10	Leave when spouse on leave from military deployment
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REQUEST/AUTHORIZATION
TO WORK ADDITIONAL HOURS, EARN COMP TIME
OR OVERTIME PAY

DIRECTIONS TO EMPLOYEE: Please complete this form and turn in to supervisor for approval prior to working. Supervisor will return approved/denied form to employee.

Additional Time: This applies to employees who are less than 8 hours per day. Attach copy of approved form to your supplemental time sheet.

For Overtime: Attach approved copy of this form to your supplemental time sheet.

For Comp Time: Once additional hours have been worked, complete bottom portion of form, and return to supervisor for signature. Once Supervisor has signed off on bottom of form, please forward to Personnel.

Lunch Breaks: In accordance with Fair Labor Standards, if an employee works more than 6 hours per day, a 30 minute meal break must be provided after 5 hours of work. Per CSEA Contract 5.4.1 all Association members who work five hours (5) or more shall be entitled to an unpaid duty-free lunch of at least 30 minutes per day.

Employee Name: _____ **ID #** _____ **DATE** _____

Job Location: _____ **Type of Request:** _____ **Additional Time:** ☐ **Comp Time:** ☐ **Overtime:** ☐

Date to be Worked: _____ **Hours to be Worked:** _____ **From:** _____ **To:** _____

Reason/Job: _____

Employee Signature: _____ **Date:** _____

To be Completed by Supervisor/Site (M&O Coordinator must approve Facilities Use):

Supervisor Signature: _____ **Date:** _____ **Approved:** ☐ **Denied:** ☐

Program to be Charged: **District** ☐ **Site Budget** ☐ **Facilities Use** ☐ **Other:** _____

Total Hours Authorized: _____

To Be Completed by Employee: If OT worked is greater than amount authorized, please indicate reason here: _____

For Comp Time Only

DATE WORKED: _____

HOURS WORKED: _____ **COMP HOURS EARNED* (HRS WRKED X 1.5)** _____

EMPLOYEE SIGNATURE: _____

SUPERVISOR SIGNATURE: _____

SUPERINTENDENT SIGNATURE: _____

Guidelines:

1. All overtime/comp time must be approved by supervisor prior to work being done.
2. Comp time will be accrued at the rate of time and one half (1½) for hours worked in excess of 8 hours per day or 40 hours per week.

RESCUE UNION SCHOOL DISTRICT OVERTIME & COMP TIME-DISTRICT GUIDELINES

The following guidelines are to be followed for overtime and earning overtime pay and accruing/using compensatory time off ("Comp Time").

1. The supervisor must have prior approval from the district superintendent before offering overtime. Unit member must have authorization from supervisor prior to working overtime.
2. Overtime hours shall be compensated at a rate of pay equal to one and one-half (1.50) times the regular rate of pay of the unit member. Comp time shall be granted at the rate of one and one half (1.50) hours for each overtime hour worked.
3. The supervisor shall offer overtime to unit members on a site seniority basis by job class, and will continue on a rotational basis, in site seniority order. After making a good faith attempt to contact a unit member, supervisor may skip that unit member and proceed to the next most senior unit member if supervisor is unable to reach the unit member.

If no unit member at the site accepts the overtime offer, the supervisor will offer the overtime to unit members throughout the district with greatest seniority to least within the same or similar job classification. After making a good faith attempt to contact a unit member, supervisor may skip that unit member and proceed to the next most senior unit member if supervisor is unable to reach the unit member.

4. In an emergency, a supervisor may offer overtime to a unit member without complying with the above criteria. In an emergency, a supervisor may direct a unit member to perform overtime without complying with the above criteria.
5. Prior to performing overtime, an election shall be made whether a unit member will receive overtime pay or Comp Time for the overtime worked. If District can only grant Comp Time due to lack of funds, a unit member's election to decline that Comp Time permits District to offer another unit member the opportunity to earn that Comp Time.
6. Unit member/supervisor shall complete applicable form regarding overtime work. Unit member shall retain a copy. Supervisor shall submit form to District.
7. A unit member may accrue a maximum of 40 hours of earned Comp Time at any given time. [Note: 40 hours of earned Comp Time equals 26.66 hours of overtime]. When the maximum of 40 hours of Comp Time is reached, Comp Time must be taken or "cashed out" in order for a unit member to earn additional Comp Time up to the 40-hour maximum.
8. District may "cash out" earned and unused Comp Time at any time by

paying a unit member his/her regular rate of pay for accrued Comp Time. [Note: Earned Comp Time equals one and one-half (1 1/2) hours for each hour of overtime worked].

9. As soon as possible after Comp Time is earned, and within the fiscal year in which it was earned, unit member shall take earned Comp Time with prior approval from supervisor and District superintendent. All accrued Comp Time remaining at end of fiscal year [June 30] will be "cashed out" by paying unit member his/her regular rate of pay for accrued Comp Time. In order to request use of Comp Time, a unit member shall submit applicable leave form(s) to his/her supervisor. Under no circumstances shall Comp Time be permitted to be taken if it would impair District's services or operations
10. In agreeing to work authorized overtime and earn overtime pay or Comp Time, unit members agree to comply with these guidelines.
11. District shall comply with all applicable federal and state laws.

Performance Report for Classified Employees

NAME		JOB TITLE	
LOCATION		EVALUATION PERIOD	
PROBATIONARY: 3 MONTH <input type="checkbox"/>		6 MONTH <input type="checkbox"/>	PERMANENT <input type="checkbox"/> UNSCHEDULED <input type="checkbox"/>
	Meets/Exceeds	Needs Improvement	Improvement Plan
SUGGESTIONS OR COMMENTS MADE BY SUPERVISOR			
1. Quality of Work			
Demonstrates appropriate skill level			
Accuracy			
Neatness			
Thoroughness			
Planning & Organizing			
2. Quantity of Work			
Consider volume of output and extent to which work schedules are met			
3. Work Habits & Attitudes			
Dependability			
Punctuality			
Appearance of Work Station			
Compliance with Instructions, Rules & Regulations, Policies, Safety			
Accepts Responsibility			
Attendance			
Supports District commitment to teamwork			
Operation & Care of Equipment			
Maintain smooth working relations with others			
4. Personal Qualities			
Work judgments are appropriate			
Initiative			
Maintains effectiveness under pressure			
Accepts Change			
Accepts Direction/Cooperation			
Positive Attitude			

	Meets/Exceeds	Needs Improvement	Improvement Plan	SUGGESTIONS OR COMMENTS MADE BY SUPERVISOR
5. Communication (Employees/Students/Public)				
Demonstrates good listening skills				
Courtesy in communication to others				
Accepts criticism and instructions				
Uses appropriate language & terminology				
6. Overall Work Performance Summary – Supervisor's Comments				
Meets/Exceeds		COMMENTS:		
Needs Improvement				
Improvement Plan				

Goals (if applicable)

<input type="checkbox"/> Supervisor Recommended	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Employee Requested	<input type="checkbox"/> Not Applicable

Employee	Rating Supervisor	
<p>I have reviewed this report and have had the opportunity to discuss this evaluation with my supervisor. I understand my signature does not necessarily indicate agreement and that I may prepare a written response within ten working days that will be attached to this evaluation in my personnel file.</p> <p>My signature does not necessarily mean that I agree with the report.</p> <p>X</p>	X	
	Supervisor	Date
	X	
	Superintendent or Designee	Date
Signature	Date	

Board Approved

FORMAL CONTRACT GRIEVANCE STATEMENT

NAME OF GRIEVANT _____ DATE _____

POSITION _____ SUPERVISOR _____

DEPARTMENT _____ GRIEVANCE LEVEL _____

SPECIFIC PROVISION(S) OF CONTRACT ALLEGED TO HAVE BEEN VIOLATED. GIVE NAME OF ARTICLE(S), SIGHT SECTION AND QUOTE EXACT WORDING.

STATEMENT OF GRIEVANCE (INCLUDE DATES WHERE APPLICABLE AND NATURE OF COMPLAINT).

REMEDY SOUGHT:

GRIEVANT'S SIGNATURE _____

- Copies to:
1. (White) - Grievant
 2. (Yellow)- Immediate Supervisor or Principal
 3. (Green) - Superintendent
 4. (Blue) -California School Employees Association or
Rescue Union Federation of Teachers

CLASSIFIED Application for Professional Growth RESCUE UNION SCHOOL DISTRICT			For Payroll Use: Year Credited: _____ Total Semester Units: _____ By: _____	
PLEASE SUBMIT THIS FORM TO THE DISTRICT OFFICE BY JUNE 30 TH WITH ATTACHED VERIFICATION* OF COMPLETION TO RECEIVE CREDIT FOR THE CURRENT YEAR. SEE NOTE BELOW FOR NEW EMPLOYEES.				
NAME		EFFECTIVE SCHOOL YEAR ENDING:		
JOB POSITION		SITE	EMPLOYEE ID #	
I am requesting approval of the following course(s) and/or workshop(s) to be submitted for Professional Growth credit as outlined in Article XXXI of the Classified Employee Contract.				
(1)				
University or College:				For D.O. Use: Registration Only Complete
No of Units:	Semester: _____	Quarter: _____	CEU's : _____ Hrs/units (Circle hours or units)	
Course Title:		Course No:		
(2)				
University or College:				For D.O. Use: Registration Only Complete
No of Units:	Semester: _____	Quarter: _____	CEU's : _____ Hrs/units (Circle hours or units)	
Course Title:		Course No:		
(3)				
University or College:				For D.O. Use: Registration Only Complete
No of Units:	Semester: _____	Quarter: _____	CEU's : _____ Hrs/units (Circle hours or units)	
Course Title:		Course No:		
Signatures required <i>prior</i> to attending class/training				
Employee Signature:			Date:	
Supervisor Signature:			Date:	
District Office Approval:			Date:	
Note: After a new employee's probationary period ends, their first payment for professional growth will be at the beginning of the next fiscal year. Transcripts verifying previously earned credits must be submitted by the end of their probationary period.				
I have completed the above course(s) and have attached verification* of successful completion.				
Employee Signature:			Date:	

RESCUE UNION SCHOOL DISTRICT

Classified Employees - Professional Growth Credit

Course/Workshop Approval:

- To assure course/workshop eligibility under the Professional Growth plan, all courses workshops must be pre-approved.
- After approval by your supervisor, send the completed form to the Human Resources for district office approval.
- After district office approval, the form will be returned to the employee.

Course/Workshop Completion:

- After completion of the course/workshop, attach the verification of successful completion (grade report of transcript) to the approved form and send to Human Resources at the district office. Note: Employee should retain copies for their own files as transcripts and/or grade reports will not be returned to the employee.
- After verification, the documents will be given to payroll to process.

The deadline for turning in your Professional Growth Form and proof of completion is June 30th each year. Any Professional Growth turned in by that date will be added to any prior Professional Growth that you have already completed and turned in. Stipends will be paid by the end of August each year. (If you are in your six month probationary period status on June 30th, you will not be eligible to receive payment for Professional growth until the following year).

Prof. Growth – Class Rev: Jun 2012

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Catastrophic Leave

DONATION FORM

California School Employees Association Catastrophic Leave Program

Name: _____ Date: _____

School/Site: _____ Position: _____ Hours Per Day: _____

Your number of accumulated sick hours: _____

(Full time must have a minimum of 80 hours and part-time employees must have a minimum of 50% of hours in proportion to the percentage of time worked remaining after the donation)

Number of hours you wish to donate to the Catastrophic Leave Bank: _____

Signature of Employee

Date

Donation Received: _____

CSEA Catastrophic Coordinator

Date

Important Notes:

- Remember your accumulated sick leave hours count as service credit under PERS.
- Transfer of sick hours to this program is irrevocable. In the event there is dissolution of the program, hours remaining will be returned based on the proportion of those donated.
- For additional information, see Article 8.3 of the CSEA/RUSD Contract Agreement
- The enrollment period for the Catastrophic Leave Bank is September 1st through September 30th each year. A one-time donation of at least one workday determines eligibility.

California School Employees Association
CATASTROPHIC LEAVE PROGRAM

REQUEST FOR USE OF DONATED LEAVE HOURS

Name: _____ Date: _____

School: _____ Position: _____

Expiration date of accumulated sick leave: _____

Number of leave hours requested: _____

In making this request, I agree to repay the leave hours at the rate of two workdays per year in the event that I return to work.

Signature of Employee or Agent Date: _____

Request Approved: _____ Date: _____
CSEA Catastrophic Coordinator

Important Notes:

- A donation to the Leave Bank is required in order to apply for leave hours.
- This request must be accompanied by a signed physician's or practitioner's statement indicating the nature of the illness or injury and the probably length of absence from work.
- The maximum allocation per employee or initial application is 20 work days at the contracted work hours. Extensions may be granted, in 20-work days at the contracted work hours allotments, up to a maximum of 60 work days at the contracted work hours in any school year.
- Part-time employees will receive leave hours in proportion to the percentage of time worked.
- For additional information, see Article 8.3 of the CSEA/RUSD Agreement

Rescue Union ESD

Board Policy

BP4119.11

Personnel

Sexual Harassment

The Governing Board prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation.

(cf. 4030- Nondiscrimination in Employment)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation and correction of sexual harassment, including but not limited to:

1. Providing periodic training to all staff regarding the district's sexual harassment policy, particularly the procedures for filing complaints and employees' duty to use the district's complaint procedures.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 -Staff Development)

2. Publicizing and disseminating the district's sexual harassment policy to staff.

(cf. 4112.9/4212.9/4312.9- Employee Notifications)

3. Ensuring prompt, thorough and fair investigation of complaints.

4. Taking timely and appropriate corrective/remedial actions. This may require interim separation of the complainant and the alleged harasser, and subsequent monitoring of developments.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or take other subsequent necessary action.
(5 CCR 4964)

Any district employee or job applicant who feels that he/she has been sexually harassed, or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

Complaints of sexual harassment shall be filed in accordance with AR 4031 - Complaints Concerning Discrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Any district employee who engages or participates in sexual harassment, or who aids, abets, incites, compels or coerces another to commit sexual harassment against a district employee, job applicant or student, is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

(cf. 4117.4- Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

7287.8 Retaliation

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

CODE OF FEDERAL REGULATIONS, TITLE 34

106.9 Dissemination of policy

COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Juarez v. Ameritech Mobile Systems, (N.D. Ill.) 746 F.Supp. 798

