

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**JOHNSTONVILLE ELEMENTARY SCHOOL DISTRICT**

**and**

**CSEA, CHAPTER 871**



**Term of Agreement: July 1, 2020 to June 30, 2023**

**AGREEMENT  
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## **ARTICLE I: AGREEMENT**

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement by and between the Board of Trustees of the Johnstonville Elementary School District (“District”) and the California School Employees Association and its Johnstonville Chapter #871 (“CSEA”), an employee organization.
- 1.2 This Agreement is entered into pursuant to the Educational Employment Relations Act of 1975 (Chapter 10.7, Section 3540-3549 of the Government Code).
- 1.3 This Agreement shall remain in full force and effect from July 1, 2020 until June 30, 2023.

## **ARTICLE II: RECOGNITION**

The Board recognizes CSEA as the exclusive representative of all classified employees of the District, excluding management, confidential and supervisory employees as defined in the Act, for the purposes of meeting and negotiating.

## **ARTICLE III: DISTRICT RIGHTS**

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees, determine the method, means and services to be provided, establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students, determine the staffing patterns; determine the number and kinds of personnel required, determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work if it does not displace or reduce current hours of work performed by members of the unit. In addition, the Board retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any emergency matter.
- 3.2 The exercise of the foregoing powers, right, 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 the laws of the State of California.
- 3.3 The Board will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.
- 3.4 The Board of Trustees retains its right to temporarily amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency of natural events over which the parties have no control.

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## ARTICLE IV: ASSOCIATION RIGHTS

- 4.1 CSEA shall have the right to use without charge specified instructional bulletin boards, mailboxes, and the use of the school mail system, email, and other District means of communication for the posting of transmission of information or notices concerning CSEA matters. However, any cost of postage will be charged to CSEA.
- 4.2 CSEA shall notify the District in writing of its unit representatives within (10) days of any changes in their representation. Such representatives, if requested by a unit employee, shall be given reasonable release time for the purpose of attending informal or formal discipline and grievance meeting(s) between the unit employee(s) and his/her supervisor(s). These meetings shall be scheduled to be the least disruptive to the work of the District but shall occur during normal work hours as often as possible.
- 4.3 Employees, employee representatives, and all other persons involved in the presentation of a grievance shall be free from restraint, interference, coercion, discrimination, or reprisal.
- 4.4 CSEA shall have the right to use without charge instructional facilities, equipment and buildings, at reasonable time, for CSEA business. Any use of equipment does not include the use of supplies required to run the equipment. Such supplies must be furnished or reimbursed to the District by CSEA. The exception is the annual CSEA Contract.
- 4.5 Upon request, the District shall provide CSEA a seniority list of unit members. Such list shall be provided upon request within ten (10) calendar days.
- 4.6 The District shall publish the final copy of this agreement on its website and distribute an electronic link to all classified employees within forty-five (45) calendar days of its execution.

## ARTICLE V: GRIEVANCE PROCEDURE

### 5.1 Definitions

- 5.1.1 A “grievance” shall mean an alleged violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant.
- 5.1.2 A “grievant” shall be any member of the bargaining unit covered by the terms of this Agreement or CSEA.
- 5.1.3 “Workday” shall be a day when the administrative office of the District is open.
- 5.1.4 “Immediate Supervisor” shall be the Superintendent/Principal of the District.
- 5.1.5 A “District Grievance Form” shall mean a District-provided form, completed and signed by the grievant within fifteen (15) days of the occurrence or within fifteen (15) days of when the employee could reasonably have known of the occurrence,

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act, or omission giving rise to the grievance.

## 5.2 General Provisions

- 5.2.1 The purpose of this procedure is to attempt to secure equitable solutions to grievances. All parties agree that these proceedings will be kept informal and confidential, and that the grievant and immediate administrator should attempt to resolve the grievance at the informal level.
- 5.2.2 The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to the final resolution of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive pending the final resolution of the grievance, except where unusual or abnormal safety hazards have been determined to exist.
- 5.2.3 The failure of the grievant to act within the prescribed time limits stated in this Article will act as a bar to any further appeal. The failure of the District to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits stated herein shall not apply between June 20 and September 1.
- 5.2.4 Every employee may have the right to present grievances under this Article with or without a representative present. The grievant shall notify the immediate supervisor of the name of the representative prior to utilizing any level of the procedure. The grievant must give twenty-four (24) hours prior notice if the grievant wishes to change his/her representative at any step of this procedure. The grievant must be present at each level of these procedures meetings.
- 5.2.5 Investigations, conferences, and the normal processing of a grievance shall be conducted so as to result in minimal interference with, or interruption of the instructional program. The grievant and immediate supervisor shall have the right to include such witnesses as deemed necessary to provide facts pertinent to the grievance. These names shall be made available to both parties upon request.
- 5.2.6 No reprisals of any kind will be taken by any member or representative of the District or Association as a result of the filing of a grievance or a decision by the District.
- 5.2.7 Mutually agreed-upon extensions of timelines, due to extenuating circumstances, may occur at the levels in Section 4.3.
- 5.2.8 The CSEA Chapter President shall receive a copy of the grievance before the Board takes final action and shall submit a proposed decision with comments to be forwarded to the Board for prior consideration.

## 5.3 Levels in the Grievance Procedure

5.3.1 Informal ProcedureLEVEL I

The employee shall meet with the immediate supervisor first to discuss the grievance or potential grievance in an attempt to resolve the matter informally. If the grievance is not resolved in seven (7) days at this level, the employee may proceed to Level II.

5.3.2 Formal ProcedureLEVEL II

Within fifteen (15) days of the occurrence, or within fifteen (15) days of when the employee could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the District-provided form to the immediate supervisor. This form shall be completed to show the following:

- a. Grievant's name and work location
- b. Grievant's assignment/duties
- c. The date the grievance is delivered to the immediate supervisor
- d. The date of the Level I informal meeting and the disposition of that meeting
- e. The specific provisions of the Agreement alleged to have been violated
- f. The circumstances of the grievance (a concise statement of the facts constituting the alleged violation, with dates, names, and places as appropriate)
- g. The remedy sought by the grievant
- h. The name of the representative, if any, chosen by the grievant
- i. The signature of the grievant

The immediate supervisor shall meet with the grievant within seven (7) days of receiving the written grievance. Within five (5) days of the grievance meeting, the immediate supervisor shall communicate a written decision to the grievant and CSEA. If the immediate supervisor does not respond in writing within the time limits, the grievant may appeal to the next level.

5.3.3 Mediation Step

Level III

If the parties have not been able to agree, the grievant or the District may request the services of a mediator from the State Mediation and Conciliation Service to attempt to reach resolution of the dispute. If no agreement can be reached at this level, the parties may proceed to Level IV.

5.3.4 Board Appeal

LEVEL IV

In the event the grievant is not satisfied with the decision at Level III, the grievant may appeal the decision within five (5) days after receiving the decision. Failure to do so shall prohibit the grievant from processing the grievance any further. The grievant may appeal to the Board, in writing, requesting a conference with the Board on the remedy so indicated on the District-provided form. The Board shall within ten (10) days meet with the grievant and a representative, if any, to review the written decision of the immediate supervisor. The grievant shall be present, as shall the immediate supervisor. The Board shall issue a final decision, communicated in writing, through the immediate supervisor, within five (5) days. A copy shall be sent to the CSEA Chapter President.

**ARTICLE VI: LEAVES**

6.1 Sick Leave

6.1.1 As stated in Section 45191 of the Education Code, every classified employee employed five (5) days a week by the District shall be entitled to twelve (12) days' leave of absence for illness or injury.

6.1.2 A classified employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days' leave of absence for illness or injury as the number of months they are employed bears to twelve (12).

6.1.3 A classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days' leave of absence for illness or injury as the number of days they are employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

6.1.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day.

- 6.1.5 Credit for leave of absence need not be accrued prior to taking such leave and may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled pursuant to this Article, until the first (1st) day of the calendar month after completion of six (6) months of active service with the District.
- 6.1.6 If such employee does not take the full amount of leave allowed in any year under this Article, the amount not taken shall be accumulated from year to year.
- 6.1.7 If the need for leave is known far enough in advance, and is not caused by circumstances preventing such early notification, employees requesting the use of leave will notify the Superintendent or designee at least forty-eight (48) hours before their work is scheduled to begin if they are unable to perform their work except as otherwise instructed in writing by the immediate supervisor. Leave with pay may be denied if proper notice is not given.
- 6.1.8 Each employee shall complete and sign a District approved leave of absence form as a claim for salary during an absence.
- 6.1.9 The District reserves the right to request a doctor's certificate for verification of any illness if abuse of sick leave is suspected. An employee will be given written notice of the suspected abuse and the next use of sick leave will require verification by a doctor. Notwithstanding the foregoing, the District may require verification from a physician for any absence for which sick leave is claimed exceeding two (2) days. In the event of any type of concerted activity by or on behalf of CSEA or by any bargaining unit employee, the District shall require written verification by a doctor for any absence claimed pursuant to this Article.
- 6.1.10 Employees may use accumulated sick leave for routine medical and dental appointments, eye examinations or similar professional services. The use of accumulated sick leave for the above purposes is to be limited to those employees whose normal duty hours are the same as the hours that such professional services are available and limited to utilizing not more than a total of four (4) workdays' accumulated sick leave per school year. This leave shall be used in in one (1) hour increments for employees working fewer than 6 hours. For employees working six (6) or more hours per day this leave shall be used in either half-day or full-day increments.

## 6.2 Personal Necessity Leave

- 6.2.1 Leave which is credited under Article VI, 6.1.1 may be used, at the unit member's election, for purposes of personal necessity provided that use of such personal necessity leave does not exceed seven (7) days in any school year. Two (2) of the seven (7) "Personal Necessity Leave" days may be used as "No Tell Days." No Tell Days must be used in the year in which they are earned and will not carry over. Unused No Tell Days will not be deducted from sick leave balance. Sick leave will accumulate from year to year. The parties agree that the employee shall



give at least forty-eight (48) hours notice prior to the beginning of the shift.

- 6.2.2 For purposes of this provision, personal necessity shall be limited to: (a) a death or serious illness of a member of the unit member's immediate family as defined in Section 6.3.2; (b) an accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's family; (c) being a victim of a crime that prevents an employee from reporting to work, or (d) other personal necessities which are allowed at the discretion of the Superintendent/Principal or his designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, for matters which can be taken care of outside the work hours, or recreational activities.
- 6.2.3 At least forty-eight (48) hours before the utilization of personal necessity leave, a unit member must obtain prior written approval from the Superintendent/Principal except for cases of (a), (b), or (c) in Section 6.2.2 above. Should the circumstances outlined in (a) and (b) arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.
- 6.2.4 Proof of personal necessity leave as enumerated above in Section 6.2.2 shall be subject to verification and approval by the Superintendent/Principal.
- 6.2.5 All personal necessity/emergency leave will be deducted from sick leave.

### 6.3 Bereavement Leave

- 6.3.1 A unit member shall be entitled to a maximum of five (5) days' leave of absence on account of the death of any member of his or her immediate family. No deduction shall be made from the employee's salary; nor shall such leave be deducted from other contractual leaves. With the approval of the administration and/or Board of Trustees, additional days beyond those five (5) described within section 6.3 may be deducted from leave described in Section 6.2.
- 6.3.2 For the purpose of this provision, an immediate family member shall be defined as to mother, step-mother, father, step-father, grandmother, grandfather, or a grandchild of the employee or of the spouse/domestic partner of the employee; and the spouse/ domestic partner, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, brother-in-law, step-brother, sister, sister-in-law, or step-sister of the employee or the employee's spouse/domestic partner, officially recognized foster child or foster parent or any relative living in the immediate household of the employee.
- 6.3.3 The District may require classified employees who use bereavement leave to provide the name of the deceased, date of death, city of death, and relationship of the employee to the deceased.

#### 6.4 Leave of Absence for Pregnancy

Leave of absence shall be granted to any classified employee for that period of time during which the employee, in the judgment of her physician, is incapable of performing her duties due to pregnancy, miscarriage of childbirth, and recovery there from.

- 6.4.1 The employee's allowable sick leave may be used for such leave.
- 6.4.2 The duration of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall be capable of resuming duties shall be determined by the employee and the employee's physician. The employee shall notify the District Superintendent/Principal of the projected date on which the leave is expected to commence and the probable date on which such leave will terminate. Such notice to be given not later than thirty (30) days prior to the expected commencement date.
- 6.4.3 The employer may request, at any time, that the employee provide a written statement from her physician attesting to the actual duration of the employee's physical incapacity.
- 6.4.4 Nothing in this policy shall prohibit the employee from applying for additional leave of absence without pay for maternal purposes related to childbirth and infant care.
- 6.4.5 During the period of incapacity due to pregnancy, miscarriage of childbirth or recovery therefrom, insurance coverage shall be maintained by the District unless prohibited by law or insurance carrier. Under no circumstances will this coverage extend beyond one (1) year from the initial date of incapacity.

#### 6.5 Family Care and Medical Leave

Eligible employees shall be entitled to family care and medical leave.

- 6.5.1 "Eligible employees" employees who have been employed with the District for twelve consecutive months and who have worked at least 1250 hours during that twelve-month period.
- 6.5.2 "Family care and medical leave" shall be limited to any of the following reasons:
  - 6.5.2.1 Serious health condition of the employee
  - 6.5.2.2 To care for a parent, spouse, registered domestic partner, or minor child or adult child with a serious health condition
  - 6.5.2.3 To care for a grandparent, grandchild, sibling, or child regardless of age or disability or dependency status, with a serious health condition

6.5.2.4 Birth of an employee's child or placement of a child with the employee for adoption or foster care

6.5.2.5 Qualifying exigency arising out of the fact that a spouse, child, or parent of the employee is a covered service member being deployed overseas

6.5.2.6 Serious illness or injury sustained in the line of duty by a military service member or veteran who is the spouse, child, parent, or next of kin of the employee

6.5.2.7 Definitions

Child is a biological, adopted, or foster child, a stepchild, a legal ward, or child of a person standing in loco parentis, minor or adult child.

Serious Health Condition means that the employee (or family member) is incapacitated for at least 3 consecutive calendar days and the condition required continuing treatment (two or more times) by a health care provider or treatment on at least one occasion that leads to a regimen of continuing treatment under the supervision of the provider.

### 6.5.3 Duration

6.5.3.1 Every eligible employee is entitled to twelve (12) weeks unpaid leave. However, the eligible employee will be entitled to the same level of health benefits as if the employee had not taken leave.

6.5.3.2 Leave may be taken intermittently or on a reduced leave schedule with medical verification.

6.5.3.3 Leave for reasons identified in 6.5.2.4 must be taken within twelve months of the birth or placement.

### 6.5.4 Other Leaves

6.5.4.1 In any case where leave under this section is foreseeable, the employee must give the employer thirty (30) days notice of taking such leave.

6.5.4.2 The employer may require the employee to utilize any other paid leave prior to the commencement of this leave.

6.5.4.3 The District may request verification when an employee is seeking leave under 6.5, where allowed by statute.

6.5.4.4 Upon return from leave under this section the employee is entitled to be returned to the same or equivalent positions. "Equivalent position" shall mean a position with substantially similar duties,

conditions, responsibilities, privileges, and status as the employee's original position.

6.5.4.5 Nothing in this section shall be interpreted to give any employee greater rights than had the employee not taken leave.

6.6 Industrial Accident and Illness Leaves

Allowable industrial accident or illness leaves shall be provided to members of the classified staff who have served the District for a period of at least one (1) year.

6.6.1 There shall be 60 working days leave in any one fiscal year for the same accident. When this accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee will be entitled to only that amount of time remaining at the end of the fiscal year in which the injury occurred for the same illness.

6.6.2 Allowable leave shall not be accumulated from year to year.

6.6.3 Industrial accident or illness leave will commence on the first day of absence.

6.6.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this state, exceed the normal wage for the day.

6.6.5 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workmen's compensation.

6.6.6 During all paid leaves of absence, whether industrial accident leave as provided herein, sick leave, vacation, compensated time off or other available leave provided by law or the action of the governing board, the employee shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of salary or wages and shall deduct normal retirement and other authorized contributions.

6.6.7 Any employee receiving benefits as a result of this Section shall during periods of injury or illness remain within the State of California, with the exception of medical care and attending to other life necessities (e.g. grocery shopping, picking up prescriptions, etc.), unless the governing board authorizes travel outside the state.

6.6.8 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous

assignment over all other available candidates except for a reemployment list established, because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

- 6.6.9 An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

6.7 Jury Leave

An employee shall be entitled to leave without loss of pay for time the employee is required to perform jury duty. The District shall pay the employee his/her regular salary, subject to the forfeiture of jury duty allowance, excluding meals, mileage, and/or parking allowances. Any day during which any employee whose regular assigned shift commences at 2:00 p.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

6.8 Military Leave

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

6.9 Holiday Leave

- 6.9.1 All members of the unit shall enjoy eleven (11) paid holidays. The holidays are as follows: Labor Day, Indigenous Peoples' Day, Veteran's Day, Thanksgiving Vacation [two (2) days], Christmas Day, New Year's Day, Martin Luther King Day, Lincoln Day, Presidents' Day, and Memorial Day. Twelve-month unit members shall all enjoy July 4<sup>th</sup> as a paid holiday.

- 6.9.2 The District shall consult with CSEA to coordinate the School Year Calendar and the Holiday Schedule for classified employees prior to the final adoption of the District Calendar.

6.10 Vacation Leave

- 6.10.1 Members of the unit accrue vacation according to the chart below. All employees working less than eight (8) hours per day shall have their vacation time prorated.

Years of District Employment	Yearly Vacation Accrual, 10-month Employees	Yearly Vacation Accrual, 11-month Employees	Yearly Vacation Accrual 12-month Employees
1-5	10	11	12
6-10	11	12	13
11-15	13	14	15
16-19	16	17	19
20 or more	18	20	21

- 6.10.2 The Superintendent shall set vacation leave dates. An effort shall be made to enable the vacation to be taken at times mutually convenient to the employee and consistent with the needs of the District for their services.
- 6.10.3 Employees shall not be eligible to take vacation leave until after the completion of six (6) months' service.
- 6.10.4 If an employee terminates employment after having been granted unearned leave, he/she shall have the salary paid for the leave deducted from the final salary warrant.
- 6.10.5 An employee granted vacation leave, as described above, shall be compensated at his/her regular rate of pay.
- 6.10.6 Accrued vacation is credited at the beginning of each fiscal year. Unused vacation may be carried over to the next year and may be accumulated up to a maximum of two years of employees' individual accrual in any one fiscal year. Accrued unused vacation in excess of two years of accrual will be paid out annual on the Mid-June payroll.

6.11 Other Leaves

The Board may grant other paid or unpaid leaves upon prior application by unit members with a statement of appropriate reasons.

6.12 Personal Business Leaves

Any employee may use one (1) day of leave for unstated reasons of personal business which are too confidential to be specifically described to the Superintendent by any employee. The parties agree that the employee shall give at least forty-eight (48) hours notice prior to the beginning of the shift and shall not use such non-accumulative leave for reasons of recreational activities or to extend holiday or vacation periods.

An employee not using his or her one-day annual personal business leave will receive a stipend of fifty (50) percent of his or her daily rate of pay.

Personal business leave will not be deducted from a sick leave balance.

6.13 Personal Leave/Outdoor Education

A classified employee assisting with the sixth-grade outdoor education program is entitled to a non-accumulative two (2) day compensatory paid leave as an annual remuneration for services rendered. The two (2) leave must be used prior to the last day of school.

## **ARTICLE VII: EVALUATION PROCEDURE**

- 7.1 Regular probationary classified employees shall receive at least two (2) formal written performance ratings on District-approved forms during the probation period, typically at the conclusion of the

third (3<sup>rd</sup>) and sixth (6<sup>th</sup>) month of service. Classified employees shall achieve permanent status after six (6) months or one hundred thirty (130) days, whichever is longer, of paid status in the District.

- 7.2 Regular permanent classified employees shall receive at least one (1) formal written performance rating on District-approved forms each year.
- 7.3 The rating forms described herein shall be completed and signed by the Superintendent/Principal and shall be discussed with and signed by the unit member prior to being placed in their official personnel file. The formal rating forms shall contain information bearing on unit member performance related to the evaluation criteria established by the District. The data gathered relative to unit member appraisal shall be in conformity with the evaluatee's job description, as prescribed by the District.
- 7.4 The rating shall contain an appraisal of the employee's performance, and as appropriate, commendations or specific suggestions for the improvement of the evaluatee's performance.
- 7.5 The evaluatee shall receive a written copy of the performance rating forms described herein at a personal conference conducted by the evaluator, and proof of the transmission of the rating to the evaluatee shall be established by the evaluator. An evaluatee has the right to submit a written response to their evaluation within ten (10) workdays and that the written response will be attached to the evaluation before it is placed in the employee's personnel file
- 7.6 The evaluator's judgment and recommendations contained in the evaluation appraisals described herein shall not be subject to the Grievance Procedure (Article V) contained in this Agreement, except in cases of discrimination or personal animus.
- 7.7 No evaluation of any unit member shall be placed in their personnel file without an opportunity for discussion between the unit member and the evaluator. No evaluation shall be made based upon unsubstantiated information. Any unsatisfactory rating must be supported by an explanation. Any unsatisfactory evaluation shall include specific recommendations for improvements and provisions for assisting the unit member in implementing any recommendations made. The unit member shall have the right to review and respond to any derogatory evaluation in accordance with Article 7.5.
- 7.8 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs. Employees shall be provided with copies of any derogatory written material five (5) work days before it is placed in the employee's personnel file.
- 7.9 A pre-evaluation meeting shall be held between the Superintendent/Principal and the unit member, prior to rating the unit member, to discuss the evaluation process. The final rating is left to the discretion of the Superintendent/Principal.

## **ARTICLE VIII: HOURS AND OVERTIME**

- 8.1 The regular work week shall consist of five (5) consecutive days: Monday through Friday, of eight

(8) hours per day and forty (40) hours per week. Nothing herein shall be construed to prohibit the District from establishing a work week or work day less than the above for any or all of its classified positions. These positions do not restrict the extension of a regular work day or work week on an overtime basis.

- 8.2 The length of the work day shall be designated by the District for each classified assignment upon initial employment. The Superintendent/Principal, with the approval of the Board, may not change nor reduce hours without prior consultation and good faith discussion with CSEA on the possible impact and effects of such an action. The Superintendent/Principal shall give ten (10) days' prior notice to any employee to be affected.
- 8.3 Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- 8.4 Unit members are required to work 8 hours daily to be eligible for a paid 30-minute lunch period which shall be part of their 8-hour workday. Unit members working less than 8 hours per day shall receive a 30 minute unpaid lunch if required by California law.
- 8.5 Employees working six (6) hours per day shall be entitled to a fifteen (15) minute rest period in the morning and afternoon.
- 8.6 Employees working three (3) or more consecutive hours, but less than six (6) hours per day shall be granted a fifteen (15) minute rest period at a time which does not interfere with the performance of that employee's duties.
- 8.7 Any hours which an employee is required to work above and beyond eight (8) hours per day and forty (40) hours per week shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay. The District may, at the discretion of the Superintendent, offer an employee compensatory time off in lieu of overtime. Such offer will not be construed as precedential for any other case.
- 8.8 All hours worked in excess of the regular assignment shall have prior approval of the supervisor charged with the responsibility of assigning overtime.
- 8.9 Increase in Hours of Part-Time Employees
  - 8.9.1 An employee whose regular assigned workday is less than 5.0 hours per day shall have a right to be assigned to a new or existing position in the same classification for 5.0 hours per day, in lieu of hiring an outside applicant.
  - 8.9.2 The order of preference for such increased-hour assignments shall be as follows:
    - 8.9.2.1 First preference shall be given to eligible employees in order of their regular assigned daily hours. The employee(s) with the largest number of assigned hours per day (but less than 5.0) shall have preference.



8.9.2.2 As between employees with the same number of regular assigned daily hours, the employee(s) with the earliest hire date seniority shall have preference.

8.10 Cafeteria Program

A standard formula will be applied as a ratio form meals prepared per labor hour, (MPLH), according to the American School Board Journal, February, 1994, and from the North Carolina Department of Education Standards.

The Standard formula agreed upon is as follows:

Lunch: MPLH—18-24 range  
Breakfast: MPLH—18-38 range

In the event the hourly student count falls below 18 MPLH as an average during a full month of school, the cafeteria hours will be reduced to reflect the lower student participation.

- 8.11 The District agrees to consult with CSEA concerning the starting and ending dates for the school year, and on the starting and ending dates of major school vacation periods. The Board shall distribute the successive school year's calendar upon final Board action each spring by May 1st.
- 8.12 In the event of an emergency closure of District facilities, including but not limited to natural disaster, loss of electrical power for a period of sixty (60) minutes, quarantine, inclement weather, or government order, unit members shall receive their daily rate of pay and benefits. If make-up days beyond the set-aside day(s) in the calendar are required by law or the California Department of Education, the District shall negotiate the scheduling of said days with the CSEA.
- 8.13 If certificated staff do not fill the following stipend positions, the position will be open to classified staff before being offered to community members. Assignments to programs under this section shall be voluntary. Coaching assignments shall be conducted through a competitive application and interview process if there is more than one qualified unit member.

Coaching Assignment stipend will be the same amount as if it was filled by a certificated employee

Coaching Positions:

- Basketball (Boys)
- Basketball (Girls)
- Football
- Volleyball
- Cross-county coach

Extracurricular Activities:

- \*Drill Team
- Student Council
- \*Drama/Musical (evening performance)
- Year Book
- Newspaper
- Geography Bee

- Spelling Bee
- \*Academic Olympics (each team)
- \*Math Family Night

Inter-curricular Activities

- 8th Grade Advisor
- 6th Grade Advisor

\*Any eliminated stipends will be reinstated, should activity be reinstated by the county/district. Other positions may be added.

8.14 Payment for extracurricular activities shall not exceed the budgeted amount for the coach's stipend during any given school year. If full stipends are not budgeted, the corresponding work will not be offered.

### **ARTICLE IX: NEGOTIATING PROCEDURES**

- 9.1 The parties will endeavor to meet and negotiate in good faith on a successor agreement not later than March 1<sup>st</sup> of the calendar year in which the agreement expires.
- 9.2 CSEA shall designate no more than two representatives (and one alternate) who shall receive reasonable release time to attend negotiations. Nothing shall prevent either party from bringing in an individual to discuss a particular issue from time to time.
- 9.3 The parties shall meet at mutually agreeable times and places, with the intent to minimize interruptions in assigned duties.

### **ARTICLE X: SALARY AND BENEFITS**

The District's responsibility for insurance cost is capped at the listed amount on 10.2.1 and 10.2.2.

10.1 Salary Schedule (See Appendix A)

- 10.1.1 Effective July 1, 2018, unit members shall be paid salaries pursuant to the schedule contained in Appendix A.
- 10.1.2 A maximum of three (3) years related experience shall be recognized for salary schedule placement for new employees hired after July 1, 2008.
- 10.1.3 Unit members shall be eligible for a salary schedule step increase as of July 1 of each year. Employees must work 75% of a calendar school year to be eligible to advance. Unit members in a split hourly position will be paid as one position on the new salary schedule.
- 10.1.4 A Bargaining Unit Member assigned to work out of classification, including classifications outside the bargaining unit, for any period of time shall be compensated at the higher classification rate for the entire period required to work out of classification.

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For out of classification work assigned, the term “Higher Classification Rate” means salary placement in the salary range for the higher classification will be at the step which represents at least a 5% increase, but in no event higher than the maximum step. If a unit member is assigned to duties normally performed in a lower classification they shall receive their regular rate of pay.

## 10.2 Restructure Salary Schedule with Reclassifications

Reclassification:

10.2.1 The District and CSEA agree that additional revenues may be used to fund reclassification based on similar positions and salaries in our agreed upon comparison districts. Positions will be reclassified and the salary schedule ranges changes as shown in Appendix A.

The parties agree that the goal of a classification adjustment may place the District in the top 50% for average salaries of the most recent CSEA Salary Survey Region 2 and/or comparison school districts. The parties also agree that the job classifications listed on the salary schedule will be changed to reflect all title changes as well as eliminate unused job classifications. The District will retain and provide to CSEA a seniority list with specific positions held by current employees cross referenced to new positions/classifications for future reference.

10.2.2 Additionally CSEA and the District agree to establish a system whereby positions are evaluated annually on a rotating basis by classification in order to investigate comparable salaries/duties in job classifications. There shall be no more than three years between evaluation periods for each class of positions. Implementation of reclassification shall be based on available funding.

## 10.3 Employee Benefits

Employee benefits for the current period is:

10.3.1 Unit members who are regularly employed for at least thirty (30) hours per week are eligible for a maximum District premium contribution of \$1145 per month (\$13,740 per year) to be applied to the following insurance coverages. Such employees must participate in all of these plans.

10.3.1.1 A medical and prescription plan available through the California Valued Trust.

10.3.1.2 The existing dental plan.

10.3.1.3 The existing vision plan.

10.3.2 Unit members who work 11 and 12 months and who are regularly employed for at least twenty-five and one-half (25.5) hours but less than thirty (30) hours per week are eligible for 75% of the maximum District premium contribution. 10 month unit members who are regularly employed for at least twenty-five and one-half hours but less than thirty (30) hours per week are eligible for a maximum District premium contribution of \$814.09 per

month on an eleven (11) pay check basis to be applied to the above insurance coverages. Such unit members have a one-time option to enroll in any or all of these plans.

10.3.3 Unit members who are regularly assigned less than twenty-five and one-half (25.5) hours per week are not eligible for any District premium contribution. However, such employees may enroll in these plans at their own expense by payroll deduction, subject to the rules and regulations of the provider.

10.3.4 Any premium cost not covered by a District contribution shall be borne by the employee by payroll deduction.

10.3.5 Employees who choose plans with a premium cost less than the District contribution may elect to have the difference put into a TSA 403(b), or incorporated into an IRC125 Plan that is offered through American Fidelity Assurance Co.

#### 10.4 Health and Welfare Benefits for Retired Employees

10.4.1 Eligible retired employees may, at their own expense, enroll in the medical, dental, and vision programs which are available to active employees. The programs which are available may change from time to time. Enrollment in such plans shall be subject to the terms and conditions described in this policy.

10.4.2 An eligible retired employee (“retiree”) is one who has rendered at least 18 years of continuous service.

10.4.3 Enrollment in any of these plans shall be subject to the approval of the carrier or carriers.

10.4.4 Coverage under these plans shall be for (a) the retiree, or (b) the retiree and spouse or other dependent. In the event of the retiree’s death, the surviving spouse or other dependent may continue coverage at his or her expense in accordance with applicable COBRA requirements.

10.4.5 The retiree’s application for participation in this plan shall be made prior to the effective date of retirement or within thirty (30) days after the effective date of retirement. A retiree must complete a re-registration each year during the month of July in order to remain eligible for continued enrollment in this plan. Registration may be by mail or in person and shall be submitted to the District Office of the Johnstonville Elementary School District.

#### 10.5 First Opportunity

Employees in the bargaining unit who meet necessary qualifications shall be given first opportunity to fill any job vacancy within the bargaining unit. Classified positions will be advertised internally for five days before being opened to external applicants. The unit member shall begin the new position as a probationary employee as outlined in 7.1. If the unit member is unsuccessful in the new position, they retain the right to the previous position within the probationary period.

## **ARTICLE XI: SKILL IMPROVEMENT**

### 11.1 Skill Improvement Program (SIP) Phase I & Phase II

An employee may qualify for SIP for a maximum of \$700. Completion of Phase II is an additional \$700. Part-time employees would receive 1/2 stipend in each phase. Monthly payment begins the following school year. To qualify for the stipend, the following criteria must be met:

- i. Prior written permission by the Superintendent/Principal for an approved program or course work.
- ii. Programs and/or classes must be job related.
- iii. Completion of nine (9) semester units from an accredited college for phase I. Completion of a total of eighteen (18) semester units from an accredited college for phase II.
- iv. To be eligible for SIP credit, completion of units must occur outside the employee's regular workday, with time uncompensated by the District.
- v. Written verification must be submitted by the employee or sponsor to the Superintendent/Principal. If the program does not offer credit, an employee may earn 1/2 credit for a class, workshop, or program of eight (8) hour duration, or 1/4 credit for four (4) hours.
- vi. Written verification or transcripts must be submitted by October 1st of each calendar year.
- vii. Employees must complete all nine (9) semester units or a total of eighteen (18) semester units prior to October 1 of the calendar year to receive the stipend. Credits earned after October 1 will not be honored until the following September. The stipend is prorated monthly for each month of employment.
- viii. If the District pays expenses for a class, workshop, or program, the time/unit(s) cannot be applied to SIP. However, an employee who pays an additional fee and completes the coursework, shall be allowed the use of the unit(s) with prior written approval from the Superintendent/Principal.

#### 11.1.1 SIP - Part Time Employees

Part-time employees completing five (5) semester units credit hours qualify for a \$350 stipend based on the above criteria for Phase I and an additional \$350 for completion of Phase II.

#### 11.1.2 Clarification of Employment Hours (for SIP)

11.1.2.1 Full-time: Employees who work more than thirty (30) hours per week for one (1)

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calendar year qualify for a full SIP stipend when completing the above criteria.

11.1.2.2 Part-time: Employees who work less than thirty (30) hours per week for more than one (1) calendar year qualify for a part-time SIP stipend when completing the above criteria.

11.2 Credits

Phase I	9 Semester Units	Phase II	18 Semester Units
\$700	Full Time	\$700	Full Time
\$350	Part Time	\$350	Part Time
TOTAL FOR 18 CREDITS			
\$1400	Full Time		
\$700	Part Time		

**ARTICLE XII: ORGANIZATIONAL SECURITY**

12.2 Dues Deductions.

12.2.1 Exclusive Rights to Membership Dues. CSEA shall have the sole and exclusive right to have membership dues deducted from wages paid by the District to employees in the bargaining unit.

12.2.2 Dues Deduction. The District shall deduct in accordance with the CSEA Dues Schedule from the wages of all Unit Members who are members of CSEA on the date of the execution of this agreement, and who have submitted dues authorization forms to the District, or who, after the date of execution of this agreement, become members of CSEA and submit to the District or CSEA a dues authorization form. In addition, the District will automatically renew membership annually, unless the worker drops out during a window period specified by CSEA. In compliance with California Education Code Section 45168 (6), the District will refer all bargaining unit members with questions about CSEA membership to CSEA.

12.2.3 Membership. The District will allow local CSEA representative to distribute CSEA-supplied membership applications during new hire orientation. The District shall refer all employee questions about CSEA or dues to the CSEA Chapter President or Labor Relations Representative.

12.2.4 Effective Date for Payment of Dues. No Unit Member shall be obligated pay dues to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.

12.2.5 Payments to CSEA. The District shall pay to CSEA within 20 days of the deduction, all sums deducted. Along with each monthly payment to CSEA, the District shall furnish CSEA with a list of all unit members indicating the amount deducted.

12.3 Hold Harmless.

12.3.1 CSEA agrees to reimburse the District, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of the agreement or implementation thereof.

12.3.2 CSEA agrees to reimburse the District, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the District has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.

12.3.3 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

12.4 Grievability. This Article shall not be subject to the arbitration of the grievance procedure.

12.5 Contracting Out. During the term of this Agreement, the District will not contract out work that has been customarily and routinely performed by bargaining unit members unless contracting out is specifically allowed by Education Code section 45103.1 or any other applicable law.

12.6 New Unit Members.

12.7.1 The District shall inform the CSEA Chapter President of all new unit members including their position and work site prior to their first day of work.

12.7.2 The District shall provide new unit members with a link to a copy of the parties' current copy of the parties' current collective bargaining agreement posted on the District's website. The District shall also maintain a copy of the parties' current collective bargaining agreement in the library for unit member reference.

12.7.3 The CSEA Chapter President will be invited to all new employee orientations of classified employees in order to educate new employees about their rights. They shall be entitled to reasonable release time for these orientations.

12.7 Membership Information

12.7.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

12.7.2 The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership.

## **ARTICLE XIII: SICK LEAVE BANK**

### 13.1 Creation

CSEA does hereby establish a Catastrophic Leave Bank (hereafter referred to as the Sick Leave Bank or “Bank”). The Bank shall be funded in accordance with the terms of Section 2 below.

13.1.1 Hours in the Bank shall be collected and accumulated on an “as needed basis” for classified personnel.

13.1.2 The Bank shall be administered by a three (3) member Bank committee as follows: One member shall be the Superintendent/Principal or designee, and two members shall be from the classified staff. In the event that a member is unable to serve, a substitute member shall be chosen by the two remaining committee members.

### 13.2 Eligibility, Contributions, and Withdrawals

13.2.1 Classified employees who have completed twelve (12) months of district paid service are eligible to contribute or participate in the bank. An employee contributing to the Bank must have a minimum of 72 hours of sick leave after the contribution (8 hours equals 1 day). Participation is voluntary and those contributing to the Bank shall remain anonymous.

13.2.2 Participants whose sick leave is exhausted, and with the approval of the committee, may withdraw from the Bank for catastrophic illness or injury, and incapacitates a member of the employees’ immediate family for the same amount of time which requires the employee to take time off from work to care for that family member. Immediate family member is defined as a spouse or child of the employee.

13.2.3 Participants of the bank requesting sick days will be required to submit a medical doctor’s statement of the illness and the probable length of absence from work.

13.2.4 Request from the Bank will be approved or disapproved within ten working days of receipt of the completed application.

13.2.5 Days shall be contributed or withdrawn from the Bank without regard to the daily rate of pay.

13.2.6 An 8-hour employee may contribute a maximum of 16 hours per incident. A 4-hour employee may contribute a maximum of 8 hours. This provision may be waived by a majority vote of the committee for full time employees with an excess of 400 hours of sick leave and part-time employees with 200 hours. An additional 16 hours may be waived for full-time employees and 8 hours for part-time employees.

13.2.7 Sick leave from the Bank may not be used for illness or disability for which an employee would qualify for worker’s compensation benefits.

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13.2.8 When the committee believes that the employee may be eligible for a disability award, or Social Security, the committee may recommend that the employee apply for the disability award.

13.2.9 If the Bank does not have sufficient days to award, the committee is under no obligation to continue soliciting days from the employees.

13.2.10 The Bank will retain all unused sick days for any future approved requests.

### 13.3 Administration of the Bank

13.3.1 The committee's decision with each application is final.

13.3.2 The district office shall maintain all records for the Bank.

13.3.3 Written documentation from the donors on the number of days donated with the Employee's signature will remain on file at the district's business office.

13.3.4 All records for the Bank committee are confidential.

## **ARTICLE XIV: DISCIPLINARY ACTION**

### 14.1 Progressive Discipline Procedure

14.1.1 The District agrees to administer discipline progressively, which means that actions such as warning and reprimands would precede suspension or dismissal except in cases where the seriousness of the problem justifies immediate suspension or suspension leading to dismissal. The burden of proof shall remain with the district. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which from time to time arise with respect to employee performance. The employee may have CSEA representation at any or all stages of the discipline process.

14.1.2 Informal Conference: An employee against whom the disciplinary action is being considered may be requested to attend a conference with the Superintendent/Principal or designee prior to official written notification or any recommended disciplinary action. The employee may represent themselves and/or may request the presence of a CSEA representative at any meeting scheduled by an administrator where disciplinary action may be the subject of investigative questioning, or any response by the employee is expected. At the conference, the employee will be informed verbally of the specific disciplinary action being considered as well as the charges and be given an opportunity to respond. Holding the informal conference is discretionary with the District and the failure to do so will not invalidate any disciplinary action taken pursuant to this regulation. The purpose of the informal conference is to provide direction for improvement in order to avoid disciplinary consequences. Records of such conferences will not held in the employee personnel file unless they are subsequently added to a formal charge document.

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- 14.1.3 Written Warning: Except in those situations where an immediate suspension is justified under the provision of this Agreement, an employee whose work or conduct is allegedly of such character as to incur discipline shall first be specifically warned in writing by the supervisor. Such notice shall clearly state the nature of the employee's alleged deficiency and the steps which must be taken to rectify the situation. The employee shall have 30 days to correct the situation.
- 14.1.4 Written Reprimand: In the event that the alleged deficiency persists, the supervisor shall prepare a written reprimand for the employee. Such notice shall clearly state the nature of the employee's alleged deficiency the steps which must be taken to immediately rectify the situation, and the potential disciplinary action which may be taken if the deficiency is not corrected.
- 14.1.5 A classified employee may be disciplined only for cause.
- 14.1.6 No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause could be reasonably assumed that the employee should have disclosed the fact to the district. (E.C. Section 45113).

#### 14.2 Cause for Disciplinary Action of Permanent Classified Employees

One or more of the following causes shall be just cause for discipline, including suspension, demotion, or dismissal of any permanent classified employee.

- a. Incompetence or inefficiency in performance of the duties of their position.
- b. Inability to perform assigned duties due to failure to meet or retain job qualifications (including, but not limited to, failure to possess required licenses or failure to pass required tests).
- c. Insubordination (including, but not limited to, refusal to do assigned work, i.e., job related duties).
- d. Carelessness or negligence in the performance of work duties or in the care of district property.
- e. Discourteous, offensive or abusive conduct or language toward the public, a pupil, or another officer or employee of the District.
- f. Dishonesty or theft, including deliberate destruction, damage or removal of district or another person's property from District facilities without permission.
- g. Drinking alcoholic beverages on the job or reporting for work while under the influence.
- h. Use of narcotics or controlled substances while on the job, or reporting to work while under the influence of a narcotic or controlled substance.
- i. Conducting private business during assigned hours of employment. Does not include lunch and breaks.
- j. Conviction of any sex or substance abuse offense made relevant by provisions of the Education Code or any other applicable laws. A plea of guilty or conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- k. Conviction of a narcotics offense as defined in Education Code Section 44011.

- l. Repeated and/or unauthorized absenteeism and/or tardiness including illness or other leave provisions.
- m. Falsifying any information supplied to the District. This includes but is not limited to information supplied on: application forms, employment records, time sheets, absence forms or any other District records.
- n. Willful or persistent violation of the Education Code or district rules, policies or procedures. This will also include violation or refusal to obey safety rules or regulations made applicable to public schools by the Board of Trustees or by a governmental agency with relevant jurisdiction.
- o. Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.
- p. Abandonment of position. Three (3) days of voluntary absence without notification will be deemed abandonment of position and will result in a voluntary resignation unless circumstances prevent such notification.
- q. Commission of an act involving moral turpitude, as understood in California criminal statutes.
- r. Conviction of a felony. A plea of guilty or conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- s. Knowingly providing verbal or written confidential information to an unauthorized person or persons.
- t. Actively working for any political party or cause during the assigned work hours, duty free breaks and mealtimes excepted.
- u. Unauthorized use or misuse of district supplies, materials, facilities, equipment or other property.
- v. Any cause set forth in the California Education Code which mandates discipline or dismissal.

### 14.3 Skelly Hearing

Prior to the filing of charges with the District, a Skelly Hearing will be held. This hearing will be conducted by a neutral hearing officer. Prior to this hearing, the proposed disciplinary action and the reasons for the proposed disciplinary action will be provided to the unit member in writing. During this hearing, the proposed action and the reasons for the proposed action will be discussed with the unit member, and any response of the unit member will be considered. The unit member at his/her option may have the counsel of a CSEA representative during the proceedings. If, at the conclusion of the hearing the charges are not reduced or dismissed, the superintendent shall file charges with the District.

#### 14.3.1 Charges

14.3.1.1 When the District seeks the imposition of any disciplinary action, charges shall be made in writing and served in person or registered mail upon the employee, with a copy to the CSEA Chapter President. Charges shall include:

- a. The specific charges against the employee which shall include times, dates, and locations of chargeable actions or omissions.

- b. The penalty proposed; and
- c. A statement of the employee's right to a hearing and appropriate forms for the employee to use in requesting a hearing.

14.3.1.2 If the employee fails to request a hearing within five (5) days after receipt of the charges, the discipline will be imposed.

14.4 Emergency Suspension. CSEA and the District agree that emergency situations can occur if the employee's continued presence could potentially cause very serious harm to the district and/or public. In this event, the superintendent may suspend the employee pending action being taken. The suspension, up until the Skelly Hearing, will be with pay unless otherwise prescribed by law.

#### 14.5 General Provisions

14.5.1 If the District finds in favor of an employee who has been suspended without pay, it may order paid all or part of the employee's compensation from the time of the employee's suspension and shall order the employee's reinstatement upon such terms and conditions as it may determine appropriate.

14.5.2 Any notice or request shall be deemed sufficient when delivered in person to the employee to whom it is directed or when it is deposited in the United States Certified mail, postage prepaid and addressed to the last known address of the employee.

14.5.3 The term "superintendent" shall refer to the district's superintendent or other administrator authorized to act as the superintendent's designee.

14.5.4 Probationary unit members may be released with no cause during the probationary period without the right of appeal or hearing.

17.5.5 Disciplinary proceedings shall be confidential.

14.5.6 Timelines may be extended by mutual agreement.

## **ARTICLE XV: LAYOFF**

### Layoff

A layoff for the purpose of this article is an involuntary separation of an employee due to lack of funds and/or lack of work as governed by Education Code Sections 45114, 45117, 45298, and 45308.

### Order of Layoff

The order of notice of layoff within the classification affected shall be determined by length of service (seniority). The employee who has the shortest length of service in the classification, plus classification(s) with a higher salary range in other classes, shall be notified of layoff first, except as provided herein. Length of service means date of hire in a probationary status. In the case of two (2) or more employees having

identical seniority, the seniority shall be determined by lot.

## 15.1 Notice of Layoff

15.1.1 When a layoff of classified employees is anticipated by the administration and at least forty-eight (48) hours before any board action is taken on layoff of classified employees, the District will notify CSEA in writing of proposed action. The District will provide CSEA with an updated seniority roster for the classification(s) in which the layoff is anticipated no less than five (5) work days before the date notices are sent to employees. A list of positions recommended for elimination and, for information only, any non-confidential documents supporting the need for layoff, will be furnished to CSEA at the time the information is given to the Board of Trustees.

Upon written request, the District will meet with CSEA to discuss the proposed layoff. The meeting will not delay any action related to layoff that the District deems necessary.

An employee may challenge his/her place on the seniority roster by making objections to the superintendent who will review the objections and conduct an audit if requested and make the results of the audit known to CSEA and the employee(s) prior to the effective date of any layoff(s) involving the employee(s).

After a Board action has been taken on a layoff, a written notice of layoff will be given to affected employees, not less than sixty (60) calendar days prior to the effective date of layoff. A termination interview with the personnel supervisor may be scheduled during normal working hours, if requested by the employee. A copy of the notice will be concurrently provided to the president of CSEA's local chapter with the list of employees to be laid off. The notice will indicate the layoff effective date and inform the employee of his/her displacement rights, if any, and re-employment rights.

### 15.1.2 Displacement (Bumping) Rights

The District shall notify an employee whose position has been eliminated that he/she must elect one of the following within five (5) working days of receipt of notice.

15.1.2.1 Select a vacant position in the same class.

15.1.2.2 Displace a less senior employee from a remaining position in the same class.

15.1.2.3 Select in another class a vacant position in which the employee has previously successfully completed the probationary period, and for which the employee possesses the required licenses or certificates.

15.1.2.4 Displace a less senior employee in another class from a remaining position in which the employee has previously successfully completed the probationary period, and for which the employee possesses the required licenses or certificates.

15.1.2.5 Elect to be laid off.

15.1.2.6 Elect a service retirement.

### 15.1.3 Reemployment Rights

15.1.3.1 Laid-off employees are eligible for re-employment in one classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and will be re-employed in the reverse order of layoff, as vacancies become available.

15.1.3.2 Laid-off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time will be, at the employee's option returned to a position in their former classification or to a position with increased assigned time as vacancies become available and for a period of sixty-three months from the effective date of layoff. The employees will be ranked in accordance with their seniority on the reemployment list(s).

15.1.3.3 An employee who is laid off and is subsequently eligible for re-employment will be notified in writing by the District of opening(s) for which he/she is eligible. The notice will be sent by certified mail to the last address of the employee on record with the District.

15.1.3.4 In lieu of certified mail notice, the District may elect to give notice by telephone or in person. If the position is refused, the District will confirm the refusal by letter to the employee. CSEA will be given written notice of all employees offered employment.

15.1.3.5 An employee who has received and declined three (3) offers of employment in the classification from which laid off with the same or more hours than that held at the time of layoff will be removed from the re-employment list.

15.1.3.6 Within seven (7) calendar days of mailing the notice or within five (5) calendar days of telephone or personal contact, the employee must accept the position or the right to it is deemed waived. The period will be extended to the next work day if it would otherwise end on a non-work day.

15.1.3.7 The District may simultaneously send out notices of vacancy to more than one (1) person on a re-employment list provided that a more junior person may be given the vacancy only when those with more seniority have declined to accept it.

15.1.3.8 Any acceptance by the employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours will not affect his/her original thirty-nine (39) month rights to re-employment in his/her former classification and with the same number of hours. If the employee accepts re-employment, he/she must report to work

within eleven (11) work days following receipt of the re-employment offer unless a later reporting date is indicated on the District approved re-employment offer.

## 15.2 Reinstatement

Seniority earned, to and including the effective date of layoff, will be reinstated to the employee who is subsequently re-employed by the District. Upon re-employment, the employee will have an adjusted new hire date that reflects all prior service. Step placement on the salary schedule will be the same as on the layoff date.

- 15.2.1 Sick Leave Hours: Sick leave hours earned and unused at the time of layoff will be restored upon re-employment.
- 15.2.2 Vacation and Compensatory Time: Vacation and compensatory time earned and unused at the time of layoff will be computed and paid off with the first warrant due the employee.
- 15.2.3 Retirement in Lieu of Layoff: Employees who are eligible as determined by PERS may seek retirement in lieu of being laid off.
- 15.2.4 Seniority Roster: A copy of the updated seniority roster, which shall include date of hire within each classification as well as District hire date, will be sent to CSEA president on or before October 31 of each year.
- 15.2.5 Substitute Employment: Laid off employees who are interested and are qualified will receive preferential placement on the District substitute list and will be given consideration over new applicants for short-term assignments. However, if the laid off employee refuses the assignment, another person may be employed.
- 15.2.6 Job Seeking: Unit members who have been notified of layoff may use up to eight (8) hours of available personal necessity leave to look for other employment, provided the time off is scheduled at a time mutually convenient to the unit member and his/her supervisor.
- 15.2.7 Protection of Work: Work previously performed by unit members who have been laid off may not be performed by substitute or short-term employees. There will be no increase in the use of volunteers while the re-employment list exists. The District agrees not to provide an ongoing increase in the hours of unit members as a result of the layoff.
- 15.2.8 Continuation of Fringe Benefits: Unit members who have been laid-off are entitled to continue health, dental, and vision insurance as provided by the Consolidated Omnibus Reconciliation Act (“COBRA”) for a period of eighteen months from the effective date of the layoff upon proper application and at the employee’s expense.
- 15.2.1 Reinstatement Upon Improper Layoff: Any employee who is laid off improperly will

be re-employed immediately upon discovery of the error and be reimburse for all loss of salary and benefits.

#### **ARTICLE XVI: SAVINGS**

- 16.1 Should any of the provisions of this Agreement be determined by a court of competent jurisdiction to be contrary to law, the balance of the Agreement shall in all aspects remain in full force and effect.

#### **ARTICLE XVII: EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures and over State laws to the extent permitted by law, and that in the absence of specific provisions in this Agreement, District practices and procedures are discretionary. This written Agreement sets forth the full and complete agreement between the Parties concerning the subject matter hereof and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the Parties that are not embodied herein.

#### **ARTICLE XVIII: TERM OF AGREEMENT AND RE-OPENERS**

- 18.1 This Agreement shall continue in full force and effect from July 1, 2020 through June 30, 2023, and until the parties reach another successor agreement. Either party may re-open negotiations on Article 10, Salary and Benefits, and two (2) additional articles for the following school year by giving written notice to the other party by February 1<sup>st</sup> of the current school year. Reopener discussions are anticipated for the 2021-2022 and 2022-2023 school years.
- 18.2 The parties shall exchange successor agreement proposals no later than February 1, 2023.
- 18.3 CSEA and the District agree to re-open negotiations for salary and benefits if any other bargaining unit including, but not limited to certificated, management, or confidential, enters into an agreement that provides for a salary and benefit package that is greater than that which is contained in the negotiated agreement between CSEA and the District.



**SIGNATURES**

The California School Employees Association, Chapter #871 and the Johnstonville Elementary School District, acknowledge that this is the complete and final agreement between the parties and authorize their representatives to sign this agreement.

Johnstonville Elementary School District

CSEA Chapter #871

\_\_\_\_\_  
Administrative Representative      Date

\_\_\_\_\_  
CSEA Representative      Date

\_\_\_\_\_  
Administrative Representative      Date

\_\_\_\_\_  
CSEA Representative      Date

\_\_\_\_\_  
CSEA Representative      Date

April 21, 2022

## APPENDIX 'A': CLASSIFIED SALARY SCHEDULE

JOHNSTONVILLE ELEMENTARY SCHOOL DISTRICT  
CLASSIFIED SALARY SCHEDULE  
July 1, 2021 to December 31, 2021

STEPS	4% increase between steps										2% increase between steps				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
CAFETERIA HELPER	\$ 14.46	\$ 15.04	\$ 15.64	\$ 16.26	\$ 16.92	\$ 17.59	\$ 18.30	\$ 19.03	\$ 19.79	\$ 20.58	\$ 20.99	\$ 21.41	\$ 21.84	\$ 22.28	\$ 22.72
PARAPROFESSIONAL	\$ 14.18	\$ 14.75	\$ 15.34	\$ 15.95	\$ 16.59	\$ 17.26	\$ 17.95	\$ 18.66	\$ 19.41	\$ 20.18	\$ 20.59	\$ 21.00	\$ 21.42	\$ 21.85	\$ 22.28
CUSTODIAN	\$ 14.83	\$ 15.43	\$ 16.04	\$ 16.68	\$ 17.35	\$ 18.06	\$ 18.78	\$ 19.52	\$ 20.30	\$ 21.11	\$ 21.54	\$ 21.97	\$ 22.41	\$ 22.85	\$ 23.31
HEAD OF FOOD SERVICE	\$ 15.33	\$ 15.94	\$ 16.58	\$ 17.24	\$ 17.93	\$ 18.66	\$ 19.41	\$ 20.17	\$ 20.98	\$ 21.82	\$ 22.25	\$ 22.70	\$ 23.15	\$ 23.62	\$ 24.08
SECURITY CUSTODIAL	\$ 15.43	\$ 16.05	\$ 16.69	\$ 17.36	\$ 18.05	\$ 18.79	\$ 19.54	\$ 20.31	\$ 21.12	\$ 21.97	\$ 22.41	\$ 22.85	\$ 23.31	\$ 23.78	\$ 24.25
MEDIA TECH/LIBRARIAN	\$ 15.46	\$ 16.08	\$ 16.72	\$ 17.38	\$ 18.09	\$ 18.82	\$ 19.58	\$ 20.35	\$ 21.16	\$ 22.01	\$ 22.45	\$ 22.89	\$ 23.36	\$ 23.82	\$ 24.30
MAINTENANCE/ GROUNDS	\$ 20.48	\$ 21.30	\$ 22.15	\$ 23.03	\$ 23.95	\$ 24.93	\$ 25.93	\$ 26.95	\$ 28.03	\$ 29.15	\$ 29.73	\$ 30.33	\$ 30.93	\$ 31.55	\$ 32.18

THREE YEARS OF RELATED EXPERIENCE ALLOWED FOR SALARY PLACEMENT FOR NEW EMPLOYEES.  
SKILL IMPROVEMENT PROGRAM STIPENDS ARE AVAILABLE FOR ELIGIBLE EMPLOYEES (SEE CONTRACT).  
Security/Custodial Board approved 9-28-11  
4% between steps 1-10  
2% between steps 11-15

Increase made effective 5/24/06 1.50%  
Increase made effective 2/21/07 3.50%  
Increase made effective 5/14/14 3.50%  
Salary Schedule restructure 7/1/14 3.00%  
Increase made effective 7/1/15 3.00%  
Increase made effective 7/1/16 3.00%  
partial salary sched. change (min. wage) 9/13/2018  
Salary Schedule restructure 7/1/2019  
Increase made effective 7/1/2021 3.00%

Board Approval :

JOHNSTONVILLE ELEMENTARY SCHOOL DISTRICT  
CLASSIFIED SALARY SCHEDULE  
Effective January 1, 2022

STEPS	4% increase between steps										2% increase between steps				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
CAFETERIA HELPER	\$ 15.04	\$ 15.64	\$ 16.27	\$ 16.91	\$ 17.59	\$ 18.30	\$ 19.03	\$ 19.79	\$ 20.58	\$ 21.41	\$ 21.83	\$ 22.27	\$ 22.72	\$ 23.17	\$ 23.63
PARAPROFESSIONAL	\$ 15.34	\$ 15.95	\$ 16.59	\$ 17.25	\$ 17.95	\$ 18.66	\$ 19.41	\$ 20.19	\$ 20.99	\$ 21.83	\$ 22.27	\$ 22.72	\$ 23.17	\$ 23.63	\$ 24.11
CUSTODIAN	\$ 15.43	\$ 16.05	\$ 16.69	\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.12	\$ 21.96	\$ 22.40	\$ 22.85	\$ 23.31	\$ 23.77	\$ 24.25
HEAD OF FOOD SERVICE	\$ 15.33	\$ 15.94	\$ 16.58	\$ 17.23	\$ 17.93	\$ 18.65	\$ 19.39	\$ 20.17	\$ 20.97	\$ 21.81	\$ 22.25	\$ 22.70	\$ 23.15	\$ 23.61	\$ 24.08
SECURITY CUSTODIAL	\$ 15.43	\$ 16.05	\$ 16.69	\$ 17.35	\$ 18.05	\$ 18.77	\$ 19.52	\$ 20.30	\$ 21.12	\$ 21.96	\$ 22.40	\$ 22.85	\$ 23.30	\$ 23.77	\$ 24.25
MEDIA TECH/LIBRARIAN	\$ 15.46	\$ 16.08	\$ 16.72	\$ 17.38	\$ 18.09	\$ 18.81	\$ 19.56	\$ 20.34	\$ 21.16	\$ 22.00	\$ 22.44	\$ 22.89	\$ 23.35	\$ 23.82	\$ 24.29
MAINTENANCE/ GROUNDS	\$ 20.48	\$ 21.30	\$ 22.15	\$ 23.03	\$ 23.96	\$ 24.92	\$ 25.92	\$ 26.96	\$ 28.03	\$ 29.15	\$ 29.74	\$ 30.34	\$ 30.94	\$ 31.56	\$ 32.19

THREE YEARS OF RELATED EXPERIENCE ALLOWED FOR SALARY PLACEMENT FOR NEW EMPLOYEES.  
SKILL IMPROVEMENT PROGRAM STIPENDS ARE AVAILABLE FOR ELIGIBLE EMPLOYEES (SEE CONTRACT).  
Security/Custodial Board approved 9-28-11  
4% between steps 1-10  
2% between steps 11-15

Increase made effective 5/24/06 1.50%  
Increase made effective 2/21/07 3.50%  
Increase made effective 5/14/14 3.50%  
Salary Schedule restructure 7/1/14 3.00%  
Increase made effective 7/1/15 3.00%  
Increase made effective 7/1/16 3.00%  
partial salary sched. change (min. wage) 9/13/2018  
Salary Schedule restructure 7/1/2019  
Increase made effective 7/1/2021 3.00%

Board Approval :

- In order to meet the increase to minimum wage, all classifications that are currently below the minimum wage will be brought up to the minimum wage.
- All Paraeducators/Instructional Aide positions will move to the same pay range as Bilingual paraeducator/Paraprofessional.

April 21, 2022

**APPENDIX 'B': CLASSIFIED GRIEVANCE FORM**

Name of Grievant:

Assignment/Duties:

Work Location:

Contract provision(s) alleged to be violated:

State in detail the facts of the alleged violation including the times and places and description of the particular incidents and names of the persons involved:

Request for settlement (remedy) or corrective action desired:

Has the grievance been discussed with site administrator or supervisor on the informal Level I?  YES  NO

Name of Site Administrator or Supervisor:

Grievant's name and signature:

Date:

Grievant Representative's name and signature:

Date:

- DATES:
- Delivered to immediate supervisor (Level I)
  - Informal meeting held with immediate supervisor (Level I)
  - Formal meeting with immediate supervisor (Level II)
  - Mediation meeting held (Level III)
  - Board appeal (Level IV)

April 21, 2022



- |  |     |   |
|--|-----|---|
|  | 3.  | Cleans and takes care of equipment used in the course of assigned duties, where applicable. |
|  | 4.  | Follows work procedures with neatness and accuracy.   |
|  | 5.  | Works quietly and effectively. Concentrates efforts to assigned tasks.                      |
|  | 6.  | Demonstrates initiative. Works with minimum of supervision.                                 |
|  | 7.  | Discusses problems/inefficiencies with the Superintendent/Designee.                         |
|  | 8.  | Has good attendance record. Follows district procedures regarding absence notification.     |
|  | 9.  | Is punctual in complying with assigned hours of work.                                       |
|  | 10. | Is neat, clean, and appropriately dressed for assigned duties.                              |
|  | 11. | Interprets and responds appropriately to events encountered on the job.                     |
|  | 12. | Maintains appropriate records and reports accurately.                                       |

C. PERFORMANCE CRITERIA

- |  |    |   |
|--|----|---|
|  | 1. | Demonstrates appropriate skills for the position.   |
|  | 2. | Maintains an effective, productive work routine. Meets established guidelines.              |
|  | 3. | Completes tasks promptly and completely.  |
|  | 4. | Is effective under unusual or extreme conditions during emergency situations.               |
|  | 5. | Demonstrates problem-solving skills and abilities.  |
|  | 6. | Takes appropriate action when unanticipated circumstances occur.                            |
|  | 7. | Appropriately seeks assistance when needed.   |
|  | 8. | Conducts all job-related activities in a manner safe to all involved.                       |
|  | 9. | Demonstrates a knowledge of and complies with laws and regulations related to the position. |

D. COMMENTS

\_\_\_\_\_  
Evaluation Date

\_\_\_\_\_  
Signature of Superintendent/Designee

E. EMPLOYEE ACKNOWLEDGEMENT

I have read and discussed this evaluation with my supervisor. My signature does not constitute an endorsement of the evaluator's notations, but is an acknowledgement that the evaluation has been received by me. I understand that I have the right to submit a written response to this evaluation within ten (10) calendar days and that the written response will be attached to this evaluation before it is placed in my personnel file.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

rev: 5/28/19

April 21, 2022