



HCSD and CSEA Agreement
2023-2026

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ARTICLE 1

1. RECOGNITION

- 1.1 Acknowledgement: The Hillsborough City School District, hereinafter referred to as the "District," hereby acknowledges that the California School Employees Association and its Hillsborough Chapter 465, hereinafter referred to as the "Association," is the exclusive bargaining representative for all classified employees holding the classifications listed in Appendix A attached hereto. The association designated is a single association.

ARTICLE 2

2. DISTRICT RIGHTS

- 2.1 All matters not specifically enumerated in this agreement are reserved to the District and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the public school employer to consult with any employees or employee organization on any matter outside the scope of representation.

ARTICLE 3

3. PAY & ALLOWANCE

3.1 Salary

3.1.1 Effective July 1, 2023, the District shall increase the 2022-2023 salary schedule by 2.52%. This shall become the 2023-2024 salary schedule.

3.2 Longevity

Effective July 1, 2020 the following longevity payments shall replace those set forth immediately above:

As recognition of longevity, an employee's salary will be increased by:

- 3% per month at the beginning of the seventh (7th) year of service;
- an additional 3% per month (6% total) at the beginning of the eleventh (11th) year;
- an additional 3% per month (9% total) at the beginning of the fifteenth (15th) year;
- an additional 3% per month (12% total) at the beginning of the nineteenth (19th) year;
- an additional 3% per month (15% total) at the beginning of the twenty-third (23rd) year;
- an additional 3% per month (18% total) at the beginning of the twenty-seventh (27th) year of service with the District

The granting of longevity increments is based on where the employee's anniversary (original hire) date falls within the month, as follows: (1) For employees hired between the 1st and the 15th of the month, longevity increments will begin the first of the same month and; (2) For employees hired between the 16th and the 31st of the month, longevity increments will begin on the first of the following month.

3.3 Promotion Pay Increase

An employee, when promoted from one class to another, shall receive the salary of the higher class which is next above the dollar amount of the salary being received in the lower class. In any event, the increase shall be no less than two and one-half percent (2.5%). Promotion shall be deemed to mean reassignment to a position which is on a higher range of the salary schedule.

3.4 Medical and Dental Insurance

3.4.1 Effective January 1, 2024, the District's annual fringe benefit allowance (annual contribution per 1.0 FTE as defined below) shall be \$14,500 for those who purchase District-provided medical benefits for CSEA unit members, spouses, or families.

3.4.2 Effective January 1, 2024 a 1.0 FTE for the purpose of prorating the District's annual contribution to medical benefits shall be 32.5 regularly assigned working hours per week or 6.5 regularly assigned working hours per day, regardless of regularly scheduled annual working days.

3.4.3 Employees who have full medical coverage through their spouse's employer or by other means shall receive cash back in the amount of \$4,000 annually, minus the cost of dental insurance which all employees must purchase. Employees who elect to enroll in the District-provided vision plan shall deduct the cost of this insurance from the \$4,000 allocation as well. Employees who decline District sponsored medical coverage that is not individual market coverage (i.e., not insurance through Covered California/ California Exchange). The employee must submit proof of other medical health insurance and complete the CalPERS HBD-12 Form every year by September 1st to receive the cash back benefit.

3.4.4 Those employees retiring after 7/1/2020, who have reached age fifty-five (55) or more and have served fifteen (15) years or more in the DISTRICT, shall be eligible

to receive a District contribution of up to \$200 per month, to be applied toward medical and/or dental insurance, employee only coverage, for five (5) years or until they reach age sixty-five (65), whichever is greater. These provisions shall also apply effective 7/1/2020 to retirees who, during the 2019-2020 school year, were receiving benefits under this section.

3.5 PERS CONTRIBUTION

The District and the Association agree to the following steps for the purpose of terminating the CalPERS Employer Paid Member Contribution (EPMC) program.

- 3.5.1 The 2015-2016 “PERS MEMBERS BEFORE JANUARY 1, 2013” salary schedule shall be increased by 5.75% as soon as practicable following final ratification of the 2015-2016 negotiated agreements with all District bargaining units and no later than January 1, 2016. This increase shall be applied prospectively from its implementation date. Upon implementation, this salary schedule shall be renamed as the “Classified Salary Schedule.”
- 3.5.2 Effective on the implementation date described in Section 3.5.1 above, the District shall no longer pay classified bargaining unit members’ share of the monthly PERS contribution. Instead, all unit members shall, commencing with such effective date, pay their legally required member contribution to the CalPERS pension program, thereby terminating the CalPERS Employer Paid Member Contribution (EPMC) program.
- 3.5.3 Effective on the implementation date described in Section 3.5.1 above, unit members on the “NON-PERS MEMBERS and PERS MEMBERS AFTER January 1, 2013” salary schedule shall be transferred to the corresponding range and step on the new “Classified Salary Schedule” established pursuant to Section 3.5.1 above.

3.5.4 Effective on the implementation date described in Section 3.5.1 above, The “NON-PERS MEMBERS and PERS MEMBERS AFTER JANUARY 1, 2013” salary schedule shall be eliminated.

3.5.5 Effective on the implementation date described in Section 3.5.1 above, all longevity increments will be based on Section 3 of the new “Classified Salary Schedule” established pursuant to Section 3.5.1 above.

3.7 Stipend

Instructional Aides that are assigned duties that include consistently assisting students with toileting, toilet training, diapering and/or hygienic assistance shall receive a stipend of \$1500 for each school year such duties are assigned and completed. This stipend shall be prorated for members who provide services for less than one school year. At a minimum, an employee must be assigned and must complete the tasks defined above for ten school days to qualify for this stipend. The stipends shall be paid monthly. Paraeducators are ineligible for this stipend.

ARTICLE 4

4. HOURS AND OVERTIME

4.1 Workweek

The workweek for a full-time employee shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

4.2 Workday

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each employee shall be assigned a specified number of hours.

4.3 Lunch and Break Periods

4.3.1 All employees working six (6) hours or more shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be a period of not less than thirty (30) minutes and shall be scheduled for full-time employees at or about the midpoint of each work shift.

4.3.2 The District shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. Major fraction is defined as at least three (3) hours.

4.3.3 On the day of field trips where the unit member is directed by their supervisor/designee to forgo their lunch provided in Section 4.3.1, they shall be compensated at the appropriate rate of pay for the 30 minutes.

4.4 Overtime

- 4.4.1 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the employee for all work permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.
- 4.4.2 All hours worked on holidays as designated by this Agreement, shall be compensated at one and one-half (1-1/2) times the regular rate of pay in addition to the regular rate of pay received for the holiday.
- 4.4.3 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6) consecutive day of work.
- 4.4.4 Overtime shall be paid on all hours suffered or permitted to be worked in excess of the work day described in Section 4.4.1. Overtime worked must be reported on the appropriate DISTRICT reporting form which is to be conveyed to the District at the end of the pay period in which the overtime is worked. Under any circumstances the overtime must be reported within 45 days from the time it is worked.
- 4.4.5 Any employee called back to work after completion of his/her regular work shift shall be compensated for the actual time worked except that s/he shall be paid for at least two (2) hours of work at the overtime rate, irrespective of the amount of time less than that required to work.

4.5 Additional Time

4.5.1 Additional time shall be defined as that time worked in addition to the regularly assigned time of a part-time employee but is not overtime as defined in Section 4.4.

4.5.2 Additional salary or compensatory time shall be paid on all time suffered or permitted to be worked in excess of the regularly assigned workday or work week.

4.6 Compensatory Time Off

4.6.1 Compensatory time may be accrued to 40 hours. Compensatory time off may be taken in lieu of overtime pay or additional pay when mutually agreed to by the employee and their immediate supervisor before the overtime or additional time is worked.

4.6.2 Compensatory time off for overtime worked is to be taken in an amount equal to one and one-half times the applicable overtime hours worked. Compensatory time for additional time worked is to be taken in an amount equal to the applicable additional hours worked.

4.6.3 Compensatory time off is normally taken within thirty (30) calendar days of the time it is accrued, but may be taken at a later date by mutual agreement between the employee and his/her immediate supervisor.

4.7 Shift Differential – Employees assigned for more than five (5) days, to a work schedule which requires them to work any hours between 7:00 P.M. and 5:00 A.M. on a work day, shall receive, from the first day of such assignment, a nighttime differential of two and one half percent (2.5%) increase over their regular salary placement on the schedule. In the event an employee receiving differential compensation on the basis of their shift is reassigned to a shift not entitled to such compensation, either permanently or

temporarily for a period of more than five (5) days, the differential compensation shall be discontinued from the first day of such reassignment.

4.8 Overnight Supervision:

4.8.1 Participation Assignment & Selection: The District may select and offer assignments to bargaining unit members to assist students attending overnight programs. Unit members may accept the offer on a voluntary basis.

4.8.2 The District shall offer assignments to the paraeducators normally assigned to a participating student unless student or operational concerns require a different assignment.

4.8.3 If a bargaining unit member declines an overnight assignment, the District shall offer the assignment to another bargaining unit member based on the needs of the student and District operations.

4.8.4 The District has the discretion to make decisions regarding the need for and assignment of unit members and/or non-unit volunteers or vendors to participate in overnight assignments and the District's discretion is not subject to the grievance provision of this Agreement.

4.8.5 Compensation: Unit members shall be compensated consistent with this Article 4, including provisions related to overtime.

4.8.6 Break and Meal Periods: Breaks, meal periods and shifts (on-duty and off-duty times) shall be worked out between the Principal/designee and unit member(s) prior to the overnight trip. Shifts may be adjusted as necessary during the overnight trip.

4.8.7 Sleep Period: Unit members shall be provided with an uninterrupted sleep period each night of the trip. If an uninterrupted sleeping period is not guaranteed, then the unit member shall be on-call and compensated at the appropriate hourly rate, which may include overtime in accordance with the applicable sections of Article 4.

4.8.8 Daily Schedule and Time Keeping: Unit members shall keep a written record of the time worked each day and submit it to the Principal/designee upon returning from the trip.

4.9 Substitute Pay: A unit member who is directed by their supervisor to substitute in a lower classification in lieu of their regular assignment shall retain their regular rate of pay.

4.10 Work year for twelve (12) month employees: Effective July 1, 2017 the regular work year for full-time twelve (12) month employees shall be 260 days (2080 hours), including holidays. This is defined as 246 work days (1968 hours) and 14 holidays (112 hours).

4.10.1 The monthly rates in the CSEA salary schedule are based on 173.33 hours, 21.667 days and 4.33 weeks per month or 2080 hours per year.

4.10.2 All twelve (12) month employees that worked the entire 2015-2016 year shall receive two (2) days of comp time in the 2016-2017 school year to take place on Dec. 27 and Dec. 28, 2016.

4.10.3 All twelve (12) month employees that have been working since the start of the 2016-2017 school year shall receive one (1) day of comp time in the 2016-2017 school year to take place on Dec. 29, 2016.

4.10.4 The agreements described in Sections 4.10.2 and 4.10.3 constitute a clear and unambiguous waiver and a release of any and all claims or actions by CSEA as the exclusive representative and on behalf of all its unit members regarding calculations related to the classified employees work years through and including 2016-2017.

ARTICLE 5

5. MEMBERSHIP DUES AND PAYROLL DEDUCTIONS

- 5.1 The Association and the District agree to comply with the provisions of SB1960 for the term of this agreement.
- 5.2 Any employee who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of membership dues to the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the employee. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such annual dues from the regular salary check of the employee each month for (10) months without cost to the Association or individual. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the year.
- 5.3 With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees promptly to remit such monies to the California School Employees Association.
- 5.4 By October 30 of each year, the District shall furnish to the Association a list of those employees for whom the Association is the bargaining representative, showing payroll deduction of membership dues.
- 5.5 Upon appropriate written authorization from the classified employee, the District shall deduct from the salary of the employee, without cost to the Association or the individual, and make appropriate remittance for annuities, credit union programs, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the District.

- 5.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 5.7 The District shall be held harmless from any suit, claim or demand made upon as a result of deductions not deducted properly because of administrative error.

ARTICLE 6

6. GRIEVANCE PROCEDURE

6.1 Definition

6.1.1 A grievance is defined as an allegation by an employee, or employees, or the Association involving the interpretation, application, or alleged violation of this Agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

Administrative levels are as follows:

Level I	-	Immediate Supervisor
Level II	-	Superintendent
Level III	-	District Governing Board

6.2 Procedure

6.2.1 Level I – Immediate Supervisor (Informal): Within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance, the grievant shall present his/her grievance to his/her immediate supervisor in an attempt to resolve this grievance.

6.2.2 Level I – Immediate Supervisor (Formal): If the grievance is not resolved at the informal level, the grievant shall submit his/her grievance in writing within five (5) days after the last scheduled meeting with the immediate supervisor, to his/her immediate supervisor. Failure to do so will render the grievance null and void. The written grievance shall include the Article and Section of the alleged violation of this Agreement, times and dates the alleged violation occurred, specific details of the violation, and a listing of the specific action requested of the District which will remedy the grievance.

6.2.2.1 The immediate supervisor shall communicate his/her decision to the grievant(s) in writing within five (5) days after receiving the written grievance.

6.2.3 Level II – Superintendent: If the grievance is not settled at the Level I, the grievant(s) may appeal the Level I decision in writing to the Superintendent within five (5) days after receiving the Level I decision. Within ten (10) days after the receipt of the grievance at Level II, the Superintendent shall meet with the grievant to discuss and seek to resolve the grievance. The Superintendent shall communicate his/her decision to the grievant and the Association in writing within ten (10) days after the meeting.

6.2.4 Level III – District Governing Board: If the grievance is not settled at the Level II, the grievant(s) may appeal the Level II decision in writing to the Governing Board within ten (10) days after receiving the Level II decision. Within thirty (30) days after the receipt of the grievance at Level III, the Governing Board shall meet with the grievant to resolve the grievance. The Governing Board shall communicate his/her decision to the grievant in writing within five (5) days after the meeting. This decision shall be final and binding.

6.3 General Provisions

6.3.1 When the parties mutually agree, confidentiality at any and all levels of the grievance procedure shall be maintained.

6.3.2 Time limits in these grievance procedures may be modified by mutual agreement in writing by the parties involved. Failure by the grievant(s) to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and waiver of any right to further appeal. Failure by the District at Level I and II of this procedure to communicate the decision on a grievance to the grievant(s)

within the specified time limits shall enable the grievant to appeal automatically to the next higher level.

- 6.3.3 All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file. The file shall be available for inspection only by the employee, the Association representative, upon written approval by the employee, and those management and confidential employees directly involved in the grievance procedure.
- 6.3.4 If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level II.
- 6.3.5 Every effort will be made to schedule meetings for processing of grievances at times which will not interfere with the regular work day of the participants. Should the scheduled conferences of any grievance require any employee be released from his/her regular assignment, he/she shall be so released for a reasonable amount of time without loss of pay or benefits.
- 6.3.6 The grievant(s) shall be allowed to have a representative present at any level of the grievance procedure. The grievant must be present at each step of the procedure.
- 6.3.7 Any employee may present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with this Agreement. Prior to the final resolution of any formal grievance the Association shall be provided with a copy of the proposed result and shall be given an opportunity to file a written response to the proposed settlement.

6.3.8 Only procedural aspects of evaluations of an employee shall be grievable under this section.

6.3.9 Until the final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.

6.3.10 Definitions of the terms used in this Article:

Grievant: a classified employee of the District, receiving compensation and belonging in the bargaining unit which is a party to this Agreement.

Representative: a representative is a fellow employee, a representative of the Association or legal counsel, who participates in the grievance procedure.

Day: a day is any day the District Office is open for business.

ARTICLE 7

7. TRANSFER

- 7.1 A transfer shall be designated as the movement of personnel from one geographical site to another within the District without a change in job class or salary.
- 7.2 A voluntary transfer shall be a change in work site, but not job class or salary, which is initiated at the employee's request.
- 7.3 When a vacancy occurs in the bargaining unit, an announcement of the fact shall be made by posting notices for at least five (5) working days, in the administration building, the maintenance shop, and in each school.
- 7.4 The employee shall submit transfer requests in writing to the Director of Human Resources when applying for a voluntary transfer during the time the vacancy is posted.
- 7.5 The Superintendent, or his designee, shall interview all employees who have requested transfer to the vacant position, in addition to those non-employees who are chosen for interview. The Superintendent shall determine the person to fill the vacancy. Criteria for the appointment of the applicants shall include the qualifications, evaluation, interview score, needs of the District, known needs of the individual, and seniority.
- 7.6 If a request for transfer is denied, an employee may request from the Superintendent, an explanation for such action. The request and answer will be handled in a confidential manner.
- 7.7 An involuntary transfer is a change in work site but not job class or salary which is initiated by the District.

- 7.8 The Superintendent shall notify the employee in writing when initiating an involuntary transfer at least ten (10) working days prior to the proposed action.
- 7.9 Criteria for determining the employee to be transferred shall include the qualifications, evaluation, needs of the District, and known needs of the individual. Transfers shall be made in the best interests of the District and shall not be made for arbitrary or capricious reasons.
- 7.10 Requests for voluntary transfers shall be considered prior to implementing District initiated transfers.
- 7.11 An employee who has been transferred may request from the Superintendent, an explanation for such action. The request and the response will be handled in a confidential manner.

ARTICLE 8

8. LEAVE

8.1 Sick Leave

- 8.1.1 On the first working day of each fiscal year, full-time employees shall be granted twelve (12) days of paid leave of absence for illness or injury. Accumulated sick leave each year may be used for caring for an ill child, spouse, domestic partner, or parent. In addition, each employee may use their accumulated sick leave to take up to five (5) days of reproductive loss leave following a reproductive loss event, as defined in the Government Code section 12945.6 (Senate Bill 848).
- 8.1.2 On the first working day of each fiscal year an employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to the proportion of twelve (12) days leave of absence for illness or injury as the number of months they are employed bears to twelve (12).
- 8.1.3 On the first working day of each fiscal year, an employee employed less than five (5) days per week shall be entitled 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, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 8.1.4 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 of illness.
- 8.1.5 On the first working day of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need

not be accrued prior to taking such leave and such leave 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 until the first day of the calendar month after completion of six (6) months of active service with the District.

8.1.6 If an employee does not take the full amount of leave allowed in any year under the section, the amount not taken shall be accumulated from year to year.

8.1.7 If eligible to do so, the employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5 or its successor, if the employee is filing a request for retirement.

8.1.8 The employer may require appropriate verification of illness in excess of three (3) consecutive days, in conjunction with authorizing any absences under this section. The employer may require medical verification anytime the employer has a reasonable cause to believe that sick leave is being abused.

8.2 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. The employee shall notify the DISTRICT in writing as to his/her intent to utilize leave under this section.

8.3 Bereavement Leave

Immediate Family - Each employee may use up to five (5) days, or a total of seven (7) days if travel is necessary in excess of 200 miles or out of state, on account of the death of any member of their own or their spouse's immediate family. For purposes of this Article, immediate family means any parent, step-parent, parent-in-law, legal guardian, spouse, former spouse, registered domestic partner, sibling, step-sibling, sibling-in-law,

child (biological, adopted, fostered, legal), children-in-law, grandparent, grandchild, aunt, uncle, first cousin, niece, nephew or a close personal friend or partner who is living in the employee's immediate household.

Non-Immediate Family - Each employee may use up to three (3) days of bereavement leave on account of the death of a "designated person." "Designated person" means any individual whose association with the employee is the equivalent of a family relationship. Employees may select one designated person per 12-month period, such designation to be made at the time the leave is taken.

8.4 Jury Duty

8.4.1 An employee will be granted leave of absence when he is called for jury duty.

8.4.2 Employees granted such leave of absence shall be allowed pay to the amount of the difference between their regular earnings and any amount they receive for jury or witness fees. The employee shall apply for any fees for which they are eligible.

8.4.3 An employee will be granted a leave of absence when ordered to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

8.5 Industrial Accident and Illness Leave

8.5.1 An employee shall be entitled to up to sixty (60) days non-cumulative industrial accident or illness leave per year. If utilization of this leave occurs at a time when the full sixty (60) days will overlap into the next year, the employee shall be entitled to only that amount of leave remaining at the end of the year in which the leave commenced, for the same injury or illness.

- 8.5.2 An employee who exhausts such leave shall be entitled to use their sick leave benefits as provided in this Article. If the employee continues to receive workers' compensation while on sick leave, they may elect to use that portion of their sick leave which when added to the temporary disability compensation is equal to their regular monthly salary.
- 8.5.3 An employee who exhausts industrial accident or illness leave and sick leave benefits shall be entitled to use accrued vacation time and other paid leave for which the employee is eligible.
- 8.5.4 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation made under workers' compensation.
- 8.5.5 Payment for wages lost on any day shall not, when added to an award granted employee under workers' compensation laws, exceed the normal wages for the day.
- 8.5.6 When an employee has recovered from an industrial accident or illness, they shall be reinstated in their position without loss of pay or benefits.
- 8.5.7 An employee shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as the employee and their physician agree that there has been such recovery provided, however, the DISTRICT may cause an independent physician, at the expense of the District, to examine the employee to determine when recovery has occurred. If the independent physician and the employee's physician disagree, they shall agree on a third physician, whose determination shall be final.

8.5.8 Industrial accident or illness as used in this Article is an accident or illness, as determined by the District, arising out of employment with the District.

8.5.9 If the employee has exhausted all leaves, the employee shall be placed on a 39-month reemployment list.

8.6 Personal Necessity Leave

8.6.1 Up to ten (10) days of sick leave, earned pursuant to this Agreement, may be used each year by an employee for matters of personal necessity. These ten (10) days may not be accumulated or carried over to a subsequent year. The employee will indicate on the absence form that the reason for the absence is personal necessity.

8.6.2 Unless the employee's supervisor or site administrator informs the employee at the time the leave is requested that a substitute is not required, ten and eleven month employees shall have secured a substitute, for the duration of the leave, when a leave is taken under any of the following circumstances:

8.6.2.1 Day before or after a holiday or vacation period (including summer recess).

8.6.2.2 Travel time prior to or after holiday and vacation periods (including summer recess).

8.6.2.3 Notice of three (3) or four (4) consecutive days.

8.6.2.4 Notice of personal necessity leave in the above circumstances shall be submitted directly to the immediate supervisor/District Office designee.

If an employee has demonstrated a good faith effort to secure a substitute in advance and was unable to do so, then the employee may request an exception from the Director of Human

Resources/ designee, no sooner than six (6) working days prior to the intended absence. The decision of the Director of Human Resources/ designee shall be final.

8.6.3 Employees shall be required to provide reasons (beyond “personal necessity”) when leave is requested on staff development days unit members are required to attend. Such a request shall be submitted directly to the immediate supervisor/ District Office designee for decision.

8.6.4 Employees who have served at least five (5) complete years in the District may take five (5) or more consecutive days of leave, subject to the following requirements:

8.6.4.1 Notice must be given directly to the immediate supervisor/District Office designee at least twenty (20) unit member workdays prior to leave.

8.6.4.2 At the time of notice of the leave, the employee shall have secured a substitute for the duration of the leave, unless the employee’s supervisor or site administrator informs the employee at the time the leave is requested that a substitute is not required.

8.6.5 No leave under this section shall be used for business of CSEA or for personal vacation (unless it is five (5) or more consecutive days of leave as provided in section 8.6.4), or personal business for profit.

8.6.6 Leaves under this section shall, if possible, be used by employees in not less than half ($\frac{1}{2}$) day increments, and in no event in increments of fewer than two (2) hours.

8.7 Maternity/Paternity-Related Leaves

8.7.1 Pregnancy Disability Leave

8.7.1.1 An employee shall be entitled to Leave of Absence from duty where such absence from duty is required because of pregnancy, miscarriage, childbirth and recovery therefrom.

8.7.1.2 The length of the Leave of Absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and her physician and these dates indicated to the District.

8.7.1.3 For employees with less than 12-months of service, during the period of pregnancy disability leave, the District shall deduct employee's sick leave (as provided under section 8.1) and upon its exhaustion, extended sick leave (as provided under section 8.8).

Effective July 1, 2023 for employees with 12-months of service, during the period of pregnancy disability leave the District shall deduct employee sick leaves on the following basis:

For the first twenty (20) days of pregnancy disability leave, the District shall deduct accumulated sick leave at a rate of one-half ($\frac{1}{2}$) day but be paid for one (1) full day of absence. If an employee has exhausted all their sick leave, they shall be permitted to use one (1) full day. Nothing in this section shall have the effect of increasing the total 100 days of sick leave as defined in section 8.8.

For the remaining portion of the pregnancy disability leave period, sick leave and (upon its exhaustion) extended sick leave shall be deducted at a rate of one (1) day per (1) day of absence.

8.7.1.4 When accumulated or extended sick leave is used for the purpose of pregnancy disability, it is a separate entitlement from the twelve (12) weeks of Child Bonding Leave (Section 8,6.2) or leave under the California Family Rights Act (sections 8.7.3)

8.7.2 Child Bonding Leave

8.7.2.1 Employees may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).

8.7.2.2 For mothers, the 12-week child bonding leave shall commence at the conclusion of any pregnancy disability leave.

8.7.2.3 For non-birthing parents, the 12-week child bonding leave shall commence on the first day of such leave.

8.7.2.4 Pursuant to Education Code Section 45196.1, if an employee exhausts their accumulated sick leave prior to expiration of the 12-week child bonding leave, they shall be entitled to extended sick leave pay as defined in Section 8.8 for the balance of the 12-week period. If extended sick leave is exhausted, the employee shall be paid, no less than 50% pay.

8.7.2.5 Pursuant to the CFRA, child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.

8.7.2.6 The DISTRICT must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.

8.7.2.7 Pursuant to Education Code Section 45196.1, in order to qualify for child bonding leave, employees must have completed one year (twelve month of service for the District< but are not required to have at least 1,250 hours of service during the previous one-year (twelve months) period.

8.7.3 Family Leave: Family Medical Leave ACT (FMLA) and California Family Rights Act (CFRA)

8.7.3.1 Employees who have completed one year (twelve months) of service, and at least 1,250 hours of service during the previous one year (twelve months) period, for the DISTRICT have the right to request unpaid leave of absence for up to 12 workweeks within a rolling 12-month period for the purpose of caring for a new baby, a newly adopted baby, or a newly placed foster child or for a child, spouse, or parent with a serious health condition.

8.7.3.2 Family leave under this section shall be unpaid unless it is taken pursuant to Section 8.7.1 (pregnancy disability), 8.7.2 (child bonding [if the employee elects to use their sick leave]), above or is taken due to the employee's own serious health condition.

8.7.3.3 The employee's accumulated sick leave (Section 8.1) and the five months/100 days of extended sick leave (Section 8.8) shall run concurrently with FMLA or CFRA leave when it is used for purposes of the employee's own serious health condition, other than pregnancy disability.

8.7.3.4 When their extended sick leave is used for the purpose of pregnancy disability, it is a separate entitlement from CFRA leave.

8.7.3.5 There is no carry-over of unused leave from one 12-month period to the next 12-month period.

8.7.3.6 "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" means a biological, adopted or foster child, step-child, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

8.7.3.7 If both parents of a child who are entitled to family care leave under Section 8.7.3.1 of this contract are employees of the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care leave totaling more than the amount specified in Section 8.7.3.1 however, the parent not taking the leave shall have the right to request from the Board at the conclusion of the first parent's leave, an unpaid leave of absence, the period of time of the leave to be determined at the time of the request.

8.7.3.8 The employee shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, and the estimated curation of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days written advance notice.

8.7.3.9 If verification is required by the District to verify the serious illness of the child, spouse, or parent, the District will accept medical verification by the treating health professional.

8.7.3.10 Health insurance coverage shall be maintained during family care leave and paid for by the District for the duration of the leave not to exceed 12 work weeks in a 12-month period. The District may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee.

8.8 Extended Sick Leave

In any given fiscal year an employee will be entitled to one hundred (100) days of additional sick leave to be paid at the rate of one half (50%) of the employee's regular salary. The hundred (100) days shall include any days of accrued sick leave under Section 8.1.1 or industrial leave under Section 8.5. After the employee has exhausted all sick leave or industrial leave, the balance of the 100 days will be at 50% pay. Sick leave entitlement exists under this section only under the following conditions:

8.8.1 An illness requires an employee to be absent from work for a period of five (5) consecutive working days or more.

8.8.2 Once entitlement is established payment will be made from the first day of illness.

8.8.3 Entitlement to all regular sick leave, accumulated compensatory time, vacation, or other paid leave has been exhausted.

8.8.4 The leave provided for under this section shall be in addition to any other paid leave to which the employee is entitled.

- 8.8.5 Additional sick leave as described under this section, shall not be accumulated from fiscal year to fiscal year.
- 8.8.6 When the employee has exhausted all 100 days, the employee shall be placed on a 39-month reemployment list.
- 8.8.7 The DISTRICT may require appropriate verification of illness in conjunction with authorizing any absences under this section.

8.9 Other Leaves

The parties recognize and acknowledge that the Board of Trustees has sole, exclusive and discretionary right to grant such other leaves of absence, paid or unpaid, as it sees fit and proper.

8.10 Catastrophic Sick Leave Bank

8.10.1 Definition - Catastrophic sick leave as used in this Agreement is defined as a sudden or unexpected illness, injury, impairment, or physical or mental condition that is expected to critically incapacitate the bargaining unit member for ten (10) or more duty days, and which requires the bargaining unit member to take time off from work due to their incapacity and, as a consequence, the bargaining unit member will suffer financial hardship. It is the responsibility of the Committee to interpret this section and determine whether a unit member's request for Catastrophic Sick Leave is consistent with the definition described herein.

8.10.2 Purpose – The purpose of the Catastrophic Sick Leave Bank (Bank) is to create a bank from which eligible classified bargaining unit members may apply for additional sick days when they are suffering from a catastrophic illness as defined in this section.

8.10.3 Administration – The Bank shall be jointly administered by the DISTRICT and CSEA. The joint committee shall consist of one DISTRICT designee and two CSEA

designees (as designated by the Chapter President). This Committee will receive information and administrative assistance from the DISTRICT upon request.

8.10.4 Contribution and Eligibility

- 8.10.4.1 Participation in the Bank shall be voluntary, but permitted for all bargaining unit members who meet criteria described in this article. Only those bargaining unit members who contribute the equivalent of eight (8) hours can request to draw leaves from the Bank.
- 8.10.4.2 Any unused donated sick days will not be returned to the donor. Unused donated sick days shall remain available for future use by other bargaining unit members eligible for this leave benefit.
- 8.10.4.3 Bargaining unit members will be eligible to contribute to and draw from the Bank once they have completed one (1) year of service, however, to be eligible to contribute to the Bank the donating unit member must maintain a minimum balance of at least five (5) working days of accrued sick leave.
- 8.10.4.4 There will be one four (4) week open enrollment period during the month of September. At the beginning of each donation period, the DISTRICT shall send each bargaining unit member notice and a copy of the Bank donation form.
- 8.10.4.5 Bargaining unit members may donate accrued sick leave and/or vacation in no less than one (1) hour increments to the Bank. All donations made by bargaining unit members are voluntary and are irrevocable.
- 8.10.4.6 The DISTRICT will convert the donated hours to dollar amounts, based on the pay rate(s) of the donor members.

8.10.5 Utilization

- 8.10.5.1 The Committee shall establish rules governing applications and withdrawals from the Bank, which shall be nondiscriminatory and

consistent with applicable laws. Administrative procedures shall be the responsibility of the Committee.

8.10.5.2 A bargaining unit member who qualifies for catastrophic sick leave may utilize the Bank only after all their accumulated and available fully paid leave has been exhausted.

8.10.5.3 The Committee shall determine whether to grant withdrawals from the Bank on a case-by-case basis and shall inform both the DISTRICT and the bargaining unit member in writing as to the number of leave hours the member is eligible to receive. Decisions of the Committee are not grievable or subject to appeal.

8.10.5.4 When considering the approval of use of the Bank, the Committee shall consider the applicant's severity of illness, need, length of employment in the DISTRICT and number of days requested.

8.10.5.5 When a written notice of an approved withdrawal is received, the DISTRICT will deduct from the Bank the appropriate dollar amount based on the pay rate of the member on leave and the number of hours approved.

8.10.5.6 If the Bank does not have sufficient funds to meet the projected needs of the participating bank members, the Committee shall solicit donations through a special enrollment period.

8.10.5.7 The ASSOCIATION agrees to hold the DISTRICT harmless in any dispute arising out of the implementation of this Article 8.10

8.10.5.8 This Article 8.10 is not grievable.

8.10.6 Termination – If the Bank is terminated for any reason, the sick days remaining in the Bank shall be returned to the then current members of the Bank proportionately as determined by the Committee.

8.10.7 Information – The DISTRICT agrees to furnish any information needed by the Association to fulfill the provisions of this Article 8.11.

ARTICLE 9

9. HOLIDAYS

9.1 Employees shall be entitled to the following paid holidays if they are in a paid status during the workday immediately preceding or succeeding these holidays:

- 9.1.1 New Year's Day
- 9.1.2 Martin Luther King Day*
- 9.1.3 Lincoln Day
- 9.1.4 Washington Day
- 9.1.5 Friday of Spring Recess
- 9.1.6 Memorial Day
- 9.1.7 Independence Day
- 9.1.8 Juneteenth
- 9.1.9 Labor Day
- 9.1.10 Veterans Day
- 9.1.11 Thanksgiving Day
- 9.1.12 Friday after Thanksgiving Day
- 9.1.13 December 24
- 9.1.14 December 25
- 9.1.15 Day before New Year's Day

*This day is taken in lieu of the legal holiday, Admission Day.

9.2 All employees shall also enjoy as paid holidays every day appointed by the President as a national holiday, and every day appointed by the Governor as a State holiday as a holiday for school employees.

9.3 The following Monday shall be deemed the holiday when a holiday falls on a Saturday.

- 9.4 When the second day of a two day combined holiday falls on a Saturday each holiday shall be observed on the preceding day (Thursday and Friday). When the second day of a two day combined holiday falls on a Monday, each holiday shall be observed on the succeeding day (Monday and Tuesday) except as stated in Section 9.5 below.
- 9.5 When December 25th falls on Sunday, the two holidays, December 25th and December 24th shall be observed on the preceding Thursday and Friday.

ARTICLE 10

10. VACATIONS

- 10.1 Employees shall accrue vacation credit at the following rate for each month, or major portion thereof, of service:
- 10.1.1 First (1) through second (2) years of employment - .833 days per month (10 days per year)
 - 10.1.2 Third (3) through fifth (5) years of employment – 1 day per month (12 days per year)
 - 10.1.3 Sixth (6) through ninth (9) years of employment – 1.25 days per month (15 days per year)
 - 10.1.4 Tenth (10) through fourteenth (14) years of employment – 1.417 days per month (17 days per year)
 - 10.1.5 Fifteenth (15) through nineteenth (19) years of employment – 1.67 days per month (20 days per year)
 - 10.1.6 Twentieth (20) year or more of employment – 1.75 days per month (21 days per year)
- 10.2 The pay each employee receives for each day of vacation is the same as if that employee were required to report for duty that day.
- 10.3 Vacations for employees who are assigned to the schools shall be taken when school is not in session, i.e., during the winter and spring recess and/or the summer period. Vacations shall be taken at times mutually agreed upon by the employee and the employee's immediate supervisor.
- 10.4 Employees whose work year is eleven months or less shall have vacation pay included as part of their monthly salary and therefore shall not utilize vacation during their work year.

- 10.5 Earned vacation shall not become a vested right until completion of the initial six months of employment. Vacations may be taken each month as it accrues, or may be accumulated during the period of employment, but shall not be granted in excess of the amount accrued at the time it is taken.
- 10.6 If a holiday falls within a scheduled vacation period, that day will be counted as a holiday and not deducted from the employee's vacation entitlement.
- 10.7 Should a situation occur during an employee's vacation period which would normally qualify all or a part of the period of sick leave or other paid leave of absence, those portions of the employee's absence may be considered as such and charged against the appropriate leave entitlement rather than vacation. The employee shall be responsible for reporting such an occurrence to his/her immediate supervisor immediately upon return from the leave, and providing any verification deemed necessary by the District.
- 10.8 Employees must take accrued vacation not later than the end of the fiscal year immediately following the fiscal year during which it was accrued. Accumulation beyond this limit may be affected only with the written approval of the Superintendent. Absent such approval, accumulation beyond the limit set forth in this section shall be paid out to the employee in cash.
- 10.9 Upon termination of employment, an employee shall be compensated at their rate of pay for all vacation earned but not taken.

ARTICLE 11

11. EVALUATION

- 11.1 Probationary employees shall be formally evaluated, at least twice by the end of the 1st and 5th months of employment. The evaluation at the end of the 5th month shall include a statement of acceptability or non-acceptability of the individual as a permanent employee. Special evaluations shall be made whenever circumstances warrant such an evaluation. The probationary period shall be six (6) months. Assuming service has been satisfactory, a probationary employee shall become a permanent employee at the conclusion of six (6) months of service.
- 11.2 Permanent employees shall be evaluated at least once a year. Evaluations of permanent employees shall be completed not later than the last working day of May each year. The employer reserves the right to initiate special evaluations with regard to permanent employees whenever circumstances warrant such an evaluation. Special evaluations shall conform to the general and specific administrative procedures as outlined under this Article.
- 11.3 Both the evaluator and the employee shall review, sign and date all copies of the evaluation. By signing the evaluation form, the employee certifies that they have met with the evaluator and discussed job performance, including strengths, progress, and weaknesses or problems, and needed areas of improvement.
- 11.3.1 Employee evaluations shall be placed in the personnel file maintained at the District Office for each employee. The employee's signature on the evaluation indicates acknowledgement of having seen the evaluation and having had an opportunity to discuss it with the evaluator. Such signature does not necessarily indicate agreement or disagreement with the evaluation.

11.3.2 When an evaluation of unsatisfactory performance or conduct is made on permanent employees, it shall include specific recommendations for improvement and shall provide for reasonable assistance in implementing such recommendations. The employee shall have a minimum of thirty (30) days when appropriate, in which to show improvement. A second evaluation may be given at the end of this thirty (30) day period. Whenever possible, job performance shall be discussed with the employee at the time the issue is pertinent, rather than holding it in abeyance until the time of written evaluation. When an employee is counseled as to his/her job performance, the employee shall sign a form verifying such counseling, which does not necessarily indicate that he/she agrees with the counseling. An employee shall be provided a copy of each statement of counseling and each evaluation in a confidential manner.

11.3.3 Any written evaluation materials placed in an employee's file shall contain the date the material was drafted, the signature of the supervisor or, and the date the material is placed in the file. An employee may attach a response to the evaluation being placed in the file.

ARTICLE 12

12. PERSONNEL FILES

- 12.1 The personnel files of each employee shall be maintained at the District's central administration office.
- 12.2 Employees shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- 12.3 An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain one copy of any material from the employee's personnel file with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the employee involved.
- 12.4 All personnel files shall be kept in confidence and shall be available for inspection only to the employee, the employee's designee, Board members, the Superintendent or the Superintendent's designee, and the DISTRICT's legal counsel when actually necessary in the proper administration of the District's affairs.

ARTICLE 13

13. EMPLOYEE/EMPLOYER RELATIONS COMMITTEE

- 13.1 The Employee/Employer Relations Committee shall be created to discuss items of concern with the employer with regard to items not contained in the contract. The Committee will meet with the Superintendent, when a need arises to consult with the employer on items such as safety or other concerns of the Association or the District.
- 13.2 The Association President may appoint up to two others in addition to the President to attend the Employee/Employer Relations Committee meetings. The number of persons participating in the Consult meetings may be expanded, however, only by mutual consent of the parties.
- 13.3 Requests for the Employee/Employer Relations Committee meetings shall be submitted to the Superintendent five (5) working days prior to the requested meeting in writing and shall contain an agenda of items the Association desires to discuss. Management may request such a meeting under the same guidelines by notifying the President of the Association.
- 13.4. Meetings shall be limited to no more than one per month. However, they may be held more frequently by mutual consent in the event of an emergency situation. Emergency as used in this paragraph shall mean any situation which clearly and specifically would endanger life or limb of any employee in the bargaining unit.

ARTICLE 14

14. PROFESSIONAL GROWTH

- 14.1 Professional Growth is the continuous purposeful engagement in study and related activities designed to retain and extend the high standard of the classified employees of the District.
- 14.2 In accordance with the requirements of this Article, a permanent employee may be reimbursed for the actual out-of-pocket cost of, or receive salary credit for, an approved professional growth activity.
- 14.3 The professional growth activity must be job related and may be taken at any of the following:
- 14.3.1 Unit Based Institutions: Colleges, community colleges, adult schools, and trade schools.
- 14.3.2 Continuing Education: Staff development programs, certifications not required as a condition of initial or continuing employment and not paid for by the District, or educational experiences, such as attendance at institutes, lectures, workshops, or seminars, sponsored by educational or professional associations.
- 14.4 Advanced approval of the Professional Growth activity must be obtained from the Superintendent/designee before the work is begun. The employee shall submit in writing to or in conference with, the Superintendent/ designee, sufficient information for an approval decision to be made. This information shall include the course or activity to be undertaken, the amount of time the employee will invest and the date of completion, the number of semester units to be earned, the relationship to the employee's work and the institution or agency providing the course or experience.

- 14.5 At the option of the employee, professional growth may be credited in either of two mutually exclusive ways: Reimbursement of all actual costs or credit on the salary schedule.
- 14.5.1 If the reimbursement option is selected, written verification of the actual cost, including receipts, must be submitted before reimbursement can be made. Also, verification of the successful completion of the professional growth activity must be made in writing to, or in conference with, the Superintendent/designee before reimbursement can be made.
- 14.5.2 If salary schedule credit is selected, verification of the successful completion of the professional growth activity must be made in writing to, or in conference with, the Superintendent or his designee. In addition, all costs connected with the professional growth activity will be covered by the employee. For each nine (9) semester units credited to the employee, a salary increase of \$500 per year up to a maximum of fifty-four (54) semester units. Each sixteen (16) hours of Continuing Education shall equal one (1) semester unit.
- 14.6 In addition to the Professional Growth activities described above, the District may elect to conduct in-house staff development for classified employees to assist them in the successful performance of their duties and providing excellent service to students. Such staff development may be held within the employee's workday, in which case, no reimbursement or salary schedule credit will be granted. Employees shall be compensated at their regular hourly rate, plus overtime if applicable, if staff development activities extend beyond the employee's workday.

ARTICLE 15

15. RECLASSIFICATION

15.1 Reclassification Criteria

15.1.1 No reclassification using this procedure may take place prior to February 1. However, by mutual agreement, CSEA and the District may elect to use the negotiations process to accomplish reclassifications outside of this article.

15.1.2 Either party to this Agreement may request reclassification of all positions within a classification. An individual unit member or a group of unit members in the same classification may request reclassification of their positions. Supervisors may request reclassification of positions under their supervision.

15.1.3 When a classification or position is reclassified, no incumbent serving the affected classification will be reduced in salary.

15.1.4 A joint-CSEA-DISTRICT Reclassification Committee shall be responsible for reviewing all requests and developing a recommendation for the Superintendent. The Committee shall consist of four (4) voting members: two (2) District representatives, and two (2) CSEA representatives (appointed by the Chapter President), plus the Human Resources Manager who will vote only in case of a tie. If a member of the Committee is potentially impacted by a reclassification request, either as an employee or a supervisor, alternate members of the Committee shall be appointed to avoid conflicts.

15.2 "Reasons" for a Reclassification shall include at least one of the following:

15.2.1 REASON 1 - Significant, ongoing and long-term changes in job duties which are currently being performed by a unit member (or unit members) but are not included in their current job description.

15.2.2 REASON 2 - Salary adjustment based on wage comparability of similar, regional school Districts.

15.2.3 REASON 3 - The addition of new duties or the removal of existing duties from an existing job description.

15.3 Reclassification Requests shall include the following information:

15.3.1 If the reason for the reclassification is pursuant to REASON 1 (section 15.2.1 of this article), the reclassification request shall include a listing of the job duties currently performed by the unit member(s) which are NOT included in their current job description.

15.3.2 If the reason for the reclassification is pursuant to REASON 2 (section 15.2.2 of this article) the reclassification request shall include the following: (1) a listing of regional Districts used in the comparison, and (2) copies of relevant job descriptions and salaries of the regional Districts which support the request.

15.3.3 If the reason for the reclassification is pursuant to REASON 3 (section 15.3.3 of this article), the reclassification request shall include the specific elements of the job description which the requester believes should be added or removed.

15.4 Potential Reclassification Committee Outcomes:

15.4.1 The Committee recommends that the job description of an individual position within a current job classification be amended. The specific amendments shall be included in the recommendation.

15.4.2 The Committee recommends that the job description of an entire job classification be amended. The specific amendments shall be included in the recommendation. This recommendation shall be submitted to the District and CSEA for negotiations.

15.4.3 The Committee recommends that a unit member (or unit members) serving in a position (or positions) within a job classification be reclassified to an existing classification.

15.4.4. The Committee recommends that a unit member (or unit members) be reclassified to a new classification.

15.4.5 The Committee recommends that the request for reclassification be denied.

15.5 Reclassification Process

15.5.1 Reclassification requests may be submitted to the Director of Human Resources only during the month of January.

15.5.2 Step I - Reclassification requests shall be made in writing on forms included in Appendix [B] of this agreement. The requestor shall include all necessary and relevant information as required on the form. The Director of Human Resources shall forward the request to the applicable supervisor for review and comments.

15.5.3 Step II - By March 1, the Committee shall begin meeting to review the requests. If necessary, the Committee shall be empowered to request more information and/or arrange meetings with the affected unit members/requestor.

15.5.4 Step III - By May 1, the Committee shall generate and submit to the Superintendent a written recommendation which shall address each reclassification request and a factual basis for its "Potential Reclassification Outcomes" pursuant to section 15.4 of this Article, including one of the following three findings regarding the request:

- Approved as requested.

- Approved with modifications.
- Denied in whole.

15.5.5 In the case of a request for reclassification of all positions within a reclassification, the Committee's recommendation shall be submitted to the District and CSEA for negotiations.

15.5.6 Except in cases of requests for reclassification of all positions within a classification, as provided in section 15.5.5 above, the Superintendent shall submit the recommendation for final approval to the Board of Trustees prior to July 1.

15.5.7 The above timelines may be extended by mutual written agreement between the District and CSEA.

15.6 Additional Provisions

15.6.1 Board approved reclassifications which include salary adjustments (pursuant to section 15.4 of this article) shall be retroactively effective to February 1 of the calendar year in which the request was initiated unless agreed to otherwise in writing by the District and CSEA.

15.6.2 When a position or class of positions is reclassified upward, such reclassification shall result in a salary increase of not less than two and a half percent (2.5%). When reclassification results in advancement to a higher range, the affected employee(s) shall be placed at the step of the new range that results in a salary increase of at least two and a half percent (2.5%) increase.

15.6.3 If the Superintendent approves a recommendation for a new job classification and that new job classification is created, the DISTRICT shall negotiate the salary of the new classification with CSEA and any other effects as required by law.

15.6.4 Once the Superintendent has approved or denied a reclassification recommendation, the affected position(s) within the classification shall not be eligible for reclassification for three (3) calendar years.

ARTICLE 16

16. SAVING CLAUSE

- 16.1 If during the life of the Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect. Upon written notification by one of the parties to this Agreement to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for renegotiation within thirty (30) days of the invalidation.

ARTICLE 17

17. TERM

17.1 This Agreement shall remain in full force and effect from July 1, 2023 up to and including June 30, 2026, and shall be automatically renewed from year to year thereafter unless either party serves notice upon the other in writing, of its desire to modify, amend or terminate the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2026, the provisions of this Agreement shall remain in effect until the negotiation of the new Agreement is completed. Unless mutually agreed to by the ASSOCIATION and the DISTRICT, there shall be no reopening of negotiations on this during the life of the Agreement from July 1, 2023 through June 30, 2026 except that for the 2024-2025 and 2025-2026 school years. Article 3: Pay and Allowance shall be re-opened for negotiations.

17.2 This Agreement constitutes the full and complete Agreement.

ARTICLE 18

18. LAYOFF PROCEDURES

18.1 Reason for Layoff

18.1.1 Consistent with the law, classified employees shall be subject to layoff for lack of work or lack of funds only.

18.2 Decision to Layoff

18.2.1 A decision to lay off classified employees for lack of work or lack of funds is solely within the discretion of the Board of Trustees.

18.2.2 Prior to a reduction in force affecting members of the bargaining unit, the District intends to use attrition if possible to avoid layoffs of unit members.

18.2.3 The District will notify CSEA of anticipated layoffs.

18.3 Notice to Employees

18.3.1 Notice of layoff will be given to the Union and the employee affected at least forty-five (45) days prior to the effective date of layoff which will be specified in said notice.

18.3.2 Said notice shall contain the following:

18.3.2.1 Reason for layoff

18.3.2.2 Effective date of layoff

18.3.2.3 Statement of employee's bumping and/or transfer rights

18.3.2.4 Statement of reemployment rights

18.4 Order of Layoff

18.4.1 Whenever a classified employee is laid off, the order of layoff within the classes shall be determined by length of service.

18.4.2 The parties agree that length of service shall be determined by date of hire within job classification.

18.4.3 The District shall maintain an annually updated seniority roster indicating employees' hire date by the District and hire date within each classification. Beginning July 1, 2003, seniority will be based on date of hire. Length of service is defined as date of hire except for those employees hired prior to June 30, 2003 where the employee's length of service has been established on the seniority list, based on hours of paid service.

18.4.4 The seniority roster shall be available to CSEA.

18.4.5 The employee with the shortest length of service in the class shall be laid off first.

18.4.6 Reemployment shall be in order of seniority of employees on any given reemployment list, starting with the most senior employee first.

18.4.7 If two (2) employees subject to layoff have equal seniority in a class, the determination as to who will be laid off shall be made using tie-breaking criteria the Board will adopt.

18.5 Effects of Layoff

18.5.1 The employee shall be entitled to all earned vacation pay, earned wages, and earned overtime/compensatory time.

18.5.2 Laid off employees will have the following regarding health and welfare benefits: two (2) calendar months following the effective date of layoff of all health and welfare benefits normally paid by the District.

18.5.3 Laid off employees shall be entitled to continue to participate in the District's health and welfare programs commencing the month following the termination

of District paid benefits in accordance with Section 18.5.2 above, for up to and including the balance of eighteen (18) calendar months following effective date of layoff provided the worker pays the full cost of benefits he/she opts to extend by no later than the twentieth (20th) day of the month preceding each month of continued coverage, provided the District's health and welfare insurance policies allow for such participation. The employee must make the election to continue to pay for District's health and welfare insurance benefits within sixty (60) days following the effective date of layoff.

18.6 Reemployment Rights

18.6.1 Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months in the class from which they were laid off, and in the class(es) equal to or lower than the classes from which they were laid off, where the employee previously held permanent status; persons on a reemployment list shall be reemployed in preference to new applicants.

18.6.2 Laid off employees shall be employed according to seniority in the classification. A laid off employee shall be entitled to be reemployed according to the same number of hours the employee regularly worked at the time of layoff. If the position offered to the laid off employee provides less than the hours worked at the time of layoff, the employee has the right to 1) Accept the position and still retain full reemployment rights until working the number of hours worked at the time of layoff, or 2) Refuse the offer and retain full rights to be offered subsequent positions until working the hours worked at the time of layoff.

18.6.3 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as persons laid off. They shall retain eligibility to be considered for reinstatement in accordance with their

proper seniority for an additional period of up to twenty-four (24) months provided they meet the same requirements as those under which they qualified for appointment to class initially.

18.6.4. An employee shall notify the District of their intent to accept or refuse reemployment within 48 hours following notice of an offer of reemployment. Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail, return receipt requested, to the last address given to the District by the employee. It is the employee's responsibility to provide the employer with the employee's current address. If the worker accepts reemployment, the employee shall not be required to report for work any sooner than seven (7) working days following acceptance of reemployment. Failure to notify the District within the time limits given shall be considered a refusal by that worker to accept the vacant position. When employees fail to respond, their names shall be removed from the re-employment list. When the employee refuses two (2) offers from the employment list for the same classification and the same hours within the classification, then their name shall be removed from that list.

ARTICLE 19

19. DISCIPLINE

19.1 Termination of Probationary Employment

At any time prior to the expiration of the probationary period the Governing Board may, at its discretion, dismiss a probationary classified employee from District employment. A probationary employee shall not be entitled to a hearing.

19.2 Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees

Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

19.2.1 Causes

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes cause for personnel action against a permanent classified employee:

- a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- b. Incompetency.
- c. Inefficiency.
- d. Neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drinking alcoholic beverages or use of controlled substances while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with them.

- h. Addiction to the use of controlled substances.
- i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of *nolo contendere* is deemed to be a conviction within the meaning of this section.
- j. Absence without leave.
- k. Immoral conduct.
- l. Discourteous treatment of the public, students, or other employees.
- m. Improper political activity.
- n. Willful disobedience.
- o. Misuse of District property.
- p. Violation of District, Board or departmental rule, policy or procedure.
- q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- r. Refusal to take and subscribe any oath or affirmation which is required by law in connection with their employment.
- s. Physical or mental disability, which disability precludes the employee from the proper performance of their duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating retirement of employees.
- t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a District employee.
- u. Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or

otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.

- v. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District and their employment.

Except as defined in the causes above, no personnel action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee would have disclosed the facts to the District.

19.3 Initiation and Notification of Charges

19.3.1 The immediate supervisor may initiate a personnel action as defined herein against a permanent classified employee.

19.3.2 In all cases involving a personnel action, the person initiating said action shall file a written recommendation of personnel action with the Superintendent. A copy of the recommendation shall be served upon the employee either personally or by registered, certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:

- a. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).
- b. A statement of the cause or causes therefore as set forth above.
- c. A statement of the specific acts or omissions upon which the causes are based. If violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be set forth in the recommendation.

- d. A statement of the employee's right to a hearing and the manner and time within which his/her request for hearing must be filed.
- e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

19.4 Employment Status Pending Appeal or Waiver

19.4.1 Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending their appeal or waiver thereof.

19.4.2 In cases where the Superintendent or designee has determined that a permanent classified employee should be dismissed and that continuation of the employee in active duty status after a written recommendation of such personnel action has been issued would result in an unreasonable risk of harm to students, staff, or property during the time the proceedings are pending, the Superintendent or designee make order the employee immediately suspended from their duties without pay in conjunction with the recommendation of personnel action. Such suspension order shall be in writing and shall include a statement setting forth the reasons why such suspension is deemed necessary. Any such suspension order shall be served upon the employee either personally or by registered mail or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency where the employee must be removed from the premises immediately, at least five (5) calendar days prior to the effective date of any order of suspension without pay issued in conjunction with any recommendation of personnel action involving dismissal, the Superintendent or designee shall give the employee written notice of the proposed recommendation of personnel action of dismissal including notice that immediate suspension without pay is being considered, the reasons for the

proposed dismissal action and for the proposed immediate suspension without pay, materials upon which action is based, and the right to respond either orally or in writing to the Superintendent or designee prior to the issuance of the final recommendation and order.

19.5 Right to Appeal

19.5.1 The employee may, within five (5) calendar days after receiving the final decision of the Superintendent as described above, appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal.

19.5.1.1 A notice of appeal is filed only by delivering the notice of appeal to the office of the District Superintendent or designee during normal working hours of that office. A notice of appeal may be mailed to the office Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation or personnel action involving dismissal, any appeal from the recommendation shall also constitute an appeal from the order, and the necessity of the order shall be an issue in the appeal hearing.

19.5.2 If the employee against whom a recommendation of personnel action has been filed fails to file a notice of appeal within the time specified in these rules, the employee shall be deemed to have waived their rights to appeal, and the Board may order the recommended personnel action into effect immediately.

19.6 Amended/Supplemental Charges

19.6.1 At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may serve on the employee an amended or supplemental recommendation of personnel action. The service and processing of the amended or supplemental recommendations must conform with Section 2,3, and 4 above.

19.7 Hearing Procedures

19.7.1 The hearing shall be held at the earliest convenient date, taking into consideration an established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel and, if demand is made therefore when the Board is hearing the appeal, a public hearing. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing at Section 11500 of the Government Code shall not be applicable to any such hearing before the Board or hearing officer. Neither the Board nor a hearing officer shall be bound by rules or evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

19.7.2 All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal themselves. In any case in which the Board hears the appeal, the Board may utilize the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence and issues of law. If the appeal is heard by the Board, it shall affirm, modify, or revoke the recommended personnel action.

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

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

19.7.4 If the Board rejects the proposed decision in its entirety each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, they shall prepare a proposed decision as provided in 19.7.3 above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of such proposed decision shall be furnished to each party within ten (10) days after the proposed decision is filed.

19.7.5 In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records contained in the employee's personnel files if such records were introduced into evidence at the hearing.

19.7.6 The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may be stated in the language of the pleadings or reference thereto.

19.8 Hearing Decision

19.8.1 The decision of the Board shall be certified to the complainant from whose recommendation the appeal is taken and shall be enforced and followed by them. A copy of the decision shall be delivered to the appellant or their designated representative personally or by registered mail. The decision of the Board shall be final.

19.9 Compulsory Dismissal

19.9.1 The District shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance as defined in Education Code 44011. If, however, any such conviction is reversed and the person acquitted or charges are dismissed, except as otherwise provided below, the employee may be employed by the District, although reemployment is not guaranteed (Education Code 45123).

19.9.2 The District reserves the right to dismiss any employee for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended by the Board and upheld, an employee will not be reemployed nor compensated for the time they were suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if they are ultimately dismissed for the acts upon which the original charges were based.

19.10 Extension of Compulsory Leave

19.10.1 The Board may extend an employee's compulsory leave of absence by giving them notice, within ten (10) days after the entry judgment in the proceedings, that they will be dismissed in thirty (30) days unless they demand a hearing. Employee compensation during the period of compulsory leave shall be made in accordance with law. (Education Code 44940.5)

ARTICLE 20

20. REQUESTS FOR INTERDISTRICT TRANSFERS

- 20.1 The Governing Board may approve requests for school attendance in the District for children living outside the District if the child(ren)'s parent is a probationary or permanent employee of the District working 75% or more of the school year (i.e., at least 75% of the number of unit member work days set forth in the employee's work calendar). If any employee who notifies the District, in writing, by January 15th of each year that his or her child will be attending the District, that child will be admitted to the District. If any employee notifies the District after January 15th, that employee's child will be admitted on a space available basis. Once enrolled, the child of an employee will be treated as a resident child.

APPENDIX A

EMPLOYEE CLASSIFICATIONS

The District recognizes the Association as the exclusive representative of the following employee classifications:

- Accountant
- Account Technician
- Administrative Assistant II
- Administrative Assistant III
- Behavior Technician
- Crossing Guard
- Custodian
- Custodian, 6-8
- Data Systems Specialist
- Director of Grounds
- Gardener
- Groundskeeper
- Health Service Assistant
- Hillsborough Recreation Business Manager
- Information Technology Specialist I
- Instructional Aide, Gen.
- Instructional Aide, Sp.Ed.
- Lead Gardener
- Lead Maintenance Worker
- Maintenance Worker
- Media Production Coordinator
- Occupational Therapist
- Payroll/ Benefits Specialist
- Paraeducator
- Senior Account Technician
- Supervisor of Maintenance/ Grounds