



# COLLECTIVE BARGAINING AGREEMENT

BETWEEN  
THE

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
(CHAPTER 165)

**July 1, 2021 to June 30, 2024**  
*(Updated July 1, 2021)*



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## **PREAMBLE**

This agreement is made and entered into this 30<sup>th</sup> day of June 2021, by and between the **NEVADA JOINT UNION HIGH SCHOOL DISTRICT**, hereinafter referred to as the "District" and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION** and its NJUHSD #165 or its successors, hereinafter referred to as CSEA.

The purpose of this agreement is to promote the improvement of personnel management and employer - employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment

**Contract Duration: July 1, 2021 – June 30, 2024**

## **ARTICLE I** **RECOGNITION**

### **1.1 Acknowledgment:**

The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. All newly-created positions, except those that lawfully are certificated, management, confidential, or supervisory shall be assigned to the bargaining unit. The determination of management, confidential, or supervisory employees shall be made by mutual agreement between the district and CSEA. Disputed cases shall be submitted to the PERB for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA subject to the rules of the PERB.

### **1.2 Scope of Representation:**

The scope of representation shall be limited to matters relating to wages, hours of employment, and all other terms and conditions of employment as enumerated in SB 160. Nothing herein may be construed to limit the right of the district to consult with CSEA on any matter outside the scope of representation. The extent that any agreement arrived at through consultation is reduced to writing and embodied in this agreement or any addendum to this agreement, the provisions shall be binding on all parties.

## **ARTICLE II** **NO DISCRIMINATION**

### **2.1 No Discrimination on Account of CSEA Activity:**

Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in CSEA activity.

### **2.2 Affirmative Action:**

The District and CSEA agree an effective affirmative action program is beneficial to the District, employees, and the community. The parties agree and understand the responsibility for an affirmative action plan rests with the employer. If the District develops the same, they shall consult with CSEA in



preparing the affirmative action plan and further agrees no provision shall be adopted in the affirmative action plan that violates employee's rights as set out in this agreement.

### **ARTICLE III**

#### **ORGANIZATIONAL SECURITY**

**3.1** The Association shall have the sole and exclusive right to District payroll deduction for membership dues for employees in the bargaining unit. The District shall pay said deducted dues to the Association within a reasonable time thereafter.

**3.2** All employees covered by this Agreement who are members of the Association on the dates such Agreement is ratified and adopted or who hereafter become members during the term of this Agreement, must retain their membership in the Association for the duration of this Agreement by being obligated to pay the dues levied against similar members in the unit, except that any existing employee may resign from the Association during the fifteen (15) day period immediately succeeding the ratification or within thirty (30) days prior to the expiration of this Agreement.

**3.3** The District shall deduct membership dues and service fees in accordance with the Association schedule from the wages of employees in the unit who are members of the Association and who have submitted written dues authorization forms approved by the District. Similarly, the District shall deduct membership dues from the wages of employees in the unit who become members of the Association after the effective date of this Agreement and who submit written dues authorization forms approved by the District. The District shall not be required to make said deductions sooner than thirty (30) days after the submission of the employee authorization form described herein.

A member of the bargaining unit who does not submit the dues deduction authorization form, as described above, or who cancels a previously-authorized deduction authorization, shall have service fees automatically deducted by the District in accordance with statutory provisions.

**3.4** Beginning with September 1, 1984, and thereafter for the term of this Agreement, newly-hired unit members shall be obligated to either join CSEA and pay the dues or pay representational fees levied against similar members in the unit.

**3.5** However, if an employee in the bargaining unit has a religious conviction which does not permit the employee to pay a representational fee to any employee organization, the employee may file an exemption form authorized by the District which will prohibit the District from submitting said fees to the Association. The withheld monies are to be paid to a NJUHSD/Classified Scholarship Fund.

**3.6** The Association shall indemnify and hold the District harmless from any and all claims, demands, or suits or any other action arising from the organization security provisions contained herein.

**3.7** **Checkoff:** CSEA shall have the sole and exclusive right to have membership dues and initiation fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, or other plans or programs approved by the District.

## **ARTICLE IV**

### **EMPLOYEE RIGHTS**

#### **4.1 Personnel Files**

**4.1.1** The personnel file of each employee shall be maintained at the District's central administration office. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file.

**4.1.2** 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 derogatory material. The written response shall be attached to the material.

**4.1.3** An employee shall have the right at reasonable times to examine and/or obtain copies of any material from the employee's personnel file without loss of salary with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.

**4.1.4** 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 or the supervision of the employee. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such logs and the employee's personnel file shall be available for examination by the employee. The log shall be maintained in the employee's personnel file. (Refer to Article V, Section 5.1.5)

**4.1.5** Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

#### **4.2 Evaluation**

**Employees shall be evaluated per the guidelines below:**

- Ratings for all permanent employees shall be obtained at specified intervals during the work year. The evaluation shall consist of two parts: A pre-evaluation meeting and a final evaluation meeting.
  - Pre-evaluation meetings shall be held for employees who received an overall rating of needs improvement or unacceptable in the prior year's final evaluation. A pre-evaluation meeting may be held for any employee at the discretion of administration or by request of the employee. The pre-evaluation shall follow the guidelines below.
    - The assigned administrator and the employee shall meet in person to discuss the employee's job performance of the current fiscal year.
    - If the assigned administrator feels that performance could be improved, they shall provide the employee with a description of the areas which need improvement and develop a plan to meet those objectives.
    - The performance plan shall be submitted using the form in Appendix D.

- Upon completion of Final evaluation meeting the pre-evaluation form shall be returned to the employee. The pre-evaluation form shall not be placed in employee file.
  - The pre-evaluation meeting shall take place prior to November 30<sup>th</sup>.
- Final Evaluation
  - The assigned administrator and employee shall meet in person to discuss the employee's job performance of the current fiscal year.
  - If a performance plan was issued during the pre-evaluation meeting, the assigned administrator and employee shall review the goals and objectives.
  - The Final Evaluation shall be submitted using the form in Appendix C.
  - The Final Evaluation shall be placed in the employee's personnel file.
  - Final Evaluation meeting shall take place prior to May 15<sup>th</sup>.
- No evaluation of any employee shall be placed in any personnel file without an opportunity for in person discussion between the employee and the assigned administrator.
- No evaluation shall be made based upon unsubstantiated hearsay statements, and any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.
- The employee shall have the right to review and respond to any derogatory evaluation in accordance with Section 4.1 above. The employee shall have ten (10) business days from the day of the Final Evaluation to submit a rebuttal.

#### **4.2.1 Rating**

The ratings shall be reported to the Personnel Office on the appropriate forms:

a. Service ratings for all probationary employees shall be submitted within sixty working days of employment and again at the conclusion of the fifth month. The employee shall sign and review their rating form before it is submitted to the Personnel Office by the appropriate supervisor. Signature of employee need not indicate agreement, but failure to sign will be noted.

b. Service ratings for all permanent employees shall be submitted by May 31st of each year. The evaluation form (Appendix C) should be used for the annual evaluation. A special rating may be submitted before May if it is desired by the Business Office, Principal, or Supervisor. Permanent employees shall review and sign their rating forms before they are submitted to the Personnel Office.

To the extent it is feasible and practicable, each rating report should reflect the combined evaluation, judgment, and review of both the immediate supervisor and the administrative officer immediately associated with the employee being rated.

#### **4.2.2 Review**

Any employee who has reason to question any aspect of their service rating or who is concerned about the conditions of employment or any other matter affecting employee morale, has the right to request a review of their case by the Superintendent.

#### **4.3 Interview Committees**

Interview committees for classified personnel in the district, including transfers, promotions, and new hires, will include a classified member from another site or department.

**ARTICLE V**  
**ORGANIZATIONAL RIGHTS**

**5.1    CSEA Rights**

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

**5.1.1**            The right of access at reasonable times to areas in which employees work. The term, “reasonable times” as used herein means employee meal or rest periods and any time before or after an employee’s assigned duty time when such employee is present upon District property, but is not expected to be performing services or to be ready to perform services on behalf of the District.

**5.1.2**            The CSEA Association shall be allowed to have up to two meetings during fall semester; three meetings during the spring semester for Association business. The meetings can take place during school hours and would be limited to no more than 30 minutes during the regularly scheduled workday. These meetings require one week’s notice to the District. Additional meetings, during working hours, may be requested from the District.

**5.1.3            Release Time for Association Members Who Serve as Night Shift Custodians:**

**5.1.3.1**            To facilitate attendance at monthly Association meetings, including the meeting specified in section 5.1.2 above, the District will provide up to a maximum of ten (10) hours per school year of release time for each custodian assigned to a shift commencing after 2:30 p.m. Any unused release time shall not carry over from one year to the next.

**5.1.3.2**            All requests for release time pursuant to this section shall be in writing and submitted at least 48 hours in advance to the lead custodian. While CSEA and the night shift custodians acknowledge and agree workload considerations must take precedence over attendance at Association meetings, the District acknowledges and agrees approval of release time requests shall not be unreasonably withheld.

**5.1.3.3**            Night shift custodians who have been granted release time by the lead custodian shall sign in at the Association meeting and return to their work site at the conclusion of the meeting. CSEA shall provide the District with a roster of night shift custodians attending any monthly meeting, along with the start and end time of each meeting.

**5.1.4**            The right to use without charge institutional bulletin boards, mailboxes, and the use of the school mail system, for the posting or transmission of information or notices concerning CSEA matters.

**5.1.5**            The right to use without charge institutional equipment, facilities, and buildings at reasonable times, when not required for District use.

**5.1.6**            The right to review employee’s personnel files and any other records dealing with employees when accompanied by the employee or on presentation of written authorization signed by the employee.

**5.1.7**            The right to be supplied with a complete “hire date” seniority roster of all bargaining unit employees not later than March 15th of each year. The roster shall indicate the employee’s present classification and primary job site.

**5.1.8** CSEA shall be furnished, at reasonable cost, upon request, copies of Federal, State and County reports or funding requests which directly relate to negotiable items.

**5.1.9** During budget preparation CSEA shall have the right to receive two (2) copies of the District's final financial budget material.

**5.1.10** The right to review during regular District hours any material in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.

**5.1.11** The right of release time for two (2) CSEA chapter delegates to attend the CSEA Annual Conference shall be limited to five (5) days per person.

**5.2 Restriction on District Negotiations and Agreements:**

The District shall conduct no negotiations nor enter into any agreement with any other organization on matters concerning the rights of bargaining unit employees and/or CSEA without prior notice to and approval by CSEA of the negotiations and the agreement.

**5.3 Distribution of Contract:**

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

**5.4 New Employee Orientation**

**5.4.1 District Notice to CSEA of New Hires**

a) The District shall provide CSEA notice of any newly hired classified employee into a bargaining unit position, within ten (10) school business days of date of hire, via an electronic email. Notification shall include the following information: full legal name, Board Approval date, date of hire/start date, classification, scheduled hours and site.

**5.4.2 Employee Information**

a) "Newly hired employee" or "new hire" means any classified employee, whether permanent full time, part time hired by the District into a bargaining unit position and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of the article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.

b) The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

i. First Name;

- ii. Middle Initial;
- iii. Last Name;
- iv. Suffix;
- v. Job Title;
- vi. Department;
- vii. Primary Work Site;
- viii. Work Telephone Number;
- ix. Home Street Address (Apartment #);
- x. City;
- xi. State;
- xii. ZIP Code (5 or 9 digits);
- xiii. Home Telephone Number (10 digits);
- xiv. Personal Cellular Telephone Number (10 digits);
- xv. Personal Email Address of the Employee;
- xvi. Employee ID;
- xvii. CalPERS status (Y/N);
- xviii. Hire Date.

c) Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

All items listed in Subsection B above.

d) Public Records Act: Newly hired employees may, in accordance with the Public Records Act (PRA) request not to have their home address, home telephone number, personal cellular telephone number, and birth date provided to their exclusive representative. Under the PRA, this personal information is not open to public disclosure, but is open to the exclusive representative, unless the employee affirmatively requests otherwise. (County of Los Angeles v. County Employee Relations Comm. (2013) 56 Cal.4<sup>th</sup> 905.) The employer may not encourage employees to make such a request.

#### **5.4.3 New Employee Orientation**

a) "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment related matters.

b) The District shall provide CSEA with not less than ten (10) days' notice in advance of an orientation, except a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

c) To ensure compliance with the access provision of AB 119, the District and CSEA agree to the following procedure:

The parties agree the District shall hold a new employee orientation on a Quarterly Basis. The District and CSEA shall conduct a group orientation with newly hired employees. The group orientation shall

take place at a mutually agreed upon date and location. The orientation shall be thirty (30) minutes for the District time and thirty (30) minutes for CSEA. All new employees shall be granted up to one (1) hour of paid time to attend the group orientation session. CSEA shall have one (1) representative on paid release time to conduct the orientation session. When extenuating circumstances prevent a newly hired employee from attending the group orientation session, the District and CSEA shall meet to find a mutually agreeable alternative.

d) The District shall include a CSEA membership application and a copy of the collective bargaining agreement between the District and CSEA in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution by July 1 of each year.

e) During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

#### **5.4.4 Attendance at Orientation**

Attendance at the CSEA portion of the new employee orientation is voluntary. The District will not encourage employees to refuse participation in the CSEA orientation. New employees will need to notify CSEA of their intent to not participate. If employees elect not to participate in the CSEA orientation, they shall only be paid thirty (30) minutes of the one (1) hour paid time.

### **ARTICLE VI DISTRICT RIGHTS**

**6.1** It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the District to the full extent of the law.

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

### **ARTICLE VII UNION STEWARDS**

#### **7.1 Purpose**

The District recognizes the need and affirms the right of CSEA to designate Union Stewards from among employees in the unit. It is agreed that CSEA in appointing such representatives does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.

#### **7.2 Selection of Union Stewards:**

CSEA reserves the right to train and designate Union Steward from among the employees of the unit. CSEA shall notify the District in writing of the name of each Union Steward. CSEA shall designate three (3) Union Stewards, who shall be entitled to utilize paid release time in accordance with the requirements set forth in section 7.3 below. All other Union Stewards shall perform their

representative duties during non-work time, i.e. before or after work, during lunch and other break periods. If a change is made in Union Stewards, CSEA shall notify the District in writing within 24 hours.

### **7.3 Duties and Responsibilities of Union Stewards:**

The following shall be understood to constitute the duties and responsibilities of Union Stewards:

**7.3.1** After notifying their immediate superior, a Union Steward shall be permitted to leave their normal work area during reasonable times in order to assist in investigation, preparation, writing, and presentation of grievances. The Union Steward shall advise the Supervisor and the grievant of their presence. The Union Steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

**7.3.2** If, due to an emergency, an adequate level of service cannot be maintained in the absence of a Union Steward at the time the notification mentioned in 7.3.1, the Union Steward shall be permitted to leave their normal work area no later than two hours after the Union Steward provides notification.

**7.3.3** A Union Steward shall be granted release time with pay to accompany a CAL-OSHA Representative conducting on-site inspections, if requested by the CAL-OSHA Representative.

### **7.4 Authority:**

Union Stewards shall have the authority to file a grievance on behalf of bargaining unit employees relative to rights afforded under this Agreement. In all cases, the affected employees shall be required to sign the grievance.

## **ARTICLE VIII** **DEFINITIONS**

**8.1** **"Allocation"** is the placement of a class on a specific salary schedule range or rate.

**8.2** **"Anniversary Date"** is the date upon which an employee is granted salary step advancement. The anniversary date for classified employees shall be July 1<sup>st</sup>. An employee hired prior to January 1<sup>st</sup> of any school year, shall be credited with one (1) year's service on July 1<sup>st</sup> of the next school year. If an employee is hired on or after January 2 of any school year, they shall not receive a step increase until July 1<sup>st</sup> of the school year following the next school year.

**8.3** **"Class Seniority"** is defined as the date of hire in a class plus higher classes within the bargaining unit.

**8.4** **"Bumping Right"** is the right of an employee, when served with a layoff notice to displace an employee with less seniority in a class, in which the employee has worked.

**8.5** **"Class"** is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.

**8.6** **"Class Description"** is the description of the duties, responsibilities, and minimum qualifications, in a class.



- 8.7 "Classification"** is the act of placing a position in a class and shall be construed to mean each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.
- 8.8 "Demotion"** is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate.
- 8.9 "Differential"** is a salary allowance in addition to the basic rate based upon additional skills, responsibilities, hours of employment.
- 8.10 "Fiscal Year and School Year"** is July 1 through June 30.
- 8.11 "Health and Welfare Benefits"** means any forms of insurance or similar benefit programs.
- 8.12 "Incumbent"** is an employee assigned to a position and who is currently serving in or on leave from the position.
- 8.13 "Industrial Accident or Illness"** is an injury or illness arising out of or in the course of employment with the District.
- 8.14 "Involuntary Demotion"** is a demotion without the employee's voluntary written consent.
- 8.15 "Minimum Qualifications"** are qualifications mandated for the position and which must be possessed by an employee before they can be considered for employment in a specific class. Minimum qualifications shall be determined by the District.
- 8.16 "Notice"** Whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Superintendent or written notice or certified mail notice to the Office of the Superintendent, and notice to CSEA shall be written notice personally delivered to the President of the local chapter or certified mail directed to the work address on file of the Chapter President.
- 8.17 "Permanent Employee"** is a regular employee who successfully completes an initial probationary period, which shall be six (6) months of active service [e.g. not including summer breaks.]
- 8.18 "Probationary Employee"** is a regular employee who will become permanent upon completion of a six (6) month probationary period.
- 8.19 "Promotion"** is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate.
- 8.20 "Reallocation"** is movement of an entire class from one salary range or rate to another salary range or rate.

- 8.21 "Reclassification"** is the upgrading or downgrading of a position to a higher or lower class as a result of the increase or decrease of the duties and/or responsibilities being performed by the incumbent in such a position.
- 8.22 "Reemployment"** is the return to duty of an employee who has been placed on a reemployment list.
- 8.23 "Reemployment List"** is a list of names or persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment without examination in this former class for a period of thirty-nine (39) months, said list shall be arranged in order of their right to reemployment.
- 8.24 "Regular Employee"** is any employee, whether permanent, probationary, full-time, or part-time, who is not restricted, substitute, short-term or student employee.
- 8.25 "Restricted Employee"** is an employee hired pursuant to any local, state, or federally-funded program which restricts employment to persons in low income groups, designated impoverished areas, and any other criteria which restricts the privilege of all citizens to compete for employment under the program, except as may otherwise be specified by this Agreement.
- 8.26 "Safety Conditions of Employment"** means any work-related condition affecting the health, safety, or welfare of the employee.
- 8.27 "Salary Rate"** is a specific amount of money paid for a specific period of service.
- 8.28 "Salary Schedule"** is a series of salary steps and ranges which comprise the rates of pay for all classes.
- 8.29 "Salary Step"** is one of the salary levels within the range of rates for a class.
- 8.30 "Short-term Employee"** is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.
- 8.31 "Special Work"** is any work that is scheduled in addition to an employee's normal job hours including additional duties/assignment taken on such as (but not limited to) ticket takers, parking attendant, theater technicians, event technical support.
- 8.32 "Student Employee"** is either an employee employed by the District three (3) hours per day or less who is also a full-time student enrolled in the District; or any student in a position employed by the District in any secondary school or college work-study program, or in any state or federally-funded work experience program.
- 8.33 "Substitute Employee"** is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
- 8.34 "Uniforms"** Any clothing of a particular color, design, pattern or style required to be worn by the District shall be considered a uniform.
- 8.35 "Voluntary Demotion"** is a demotion agreed to in writing by the employee and the District.

**8.36 "Working Hours"** All hours in paid status excluding overtime shall be considered working hours.

## **ARTICLE IX HOURS AND OVERTIME**

**9.1 Workweek** The workweek for full-time classified employees shall be eight (8) hours per day and forty (40) hours per week, and shall consist of five (5) consecutive days from Monday through Friday, except for site operations employees whose workweek may include Saturday. Workweeks for site operations employees hired prior to July 1, 2007 shall be determined by mutual agreement with CSEA. Workweeks for site operations employees hired on or after July 1, 2007 shall be determined by the District.

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, except as provided for in Section 9.10.

### **9.2 Workday**

**9.2.1** 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 bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

**9.2.2** No reduction in the number of hours assigned to each bargaining unit position shall be valid without negotiations with and agreement with CSEA.

**9.3 Adjustment of Assigned Time** Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of their regular assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

**9.3.1** The length of the workday shall be designated by the District for each classified position. Each bargaining unit member shall be assigned regular start and end times by the District. Such times shall not be changed without a minimum of 48 hours prior notice, except in the cases of District need and/or an emergency. Should there be a hardship, the employee will notify their supervisor immediately.

**9.4 Increase in Hours** When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest bargaining unit seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of bargaining unit seniority until the assignment is made.

**9.5 Lunch Periods** All employees covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for no less than three (3) or more than five (5) hours. The length of time for such lunch periods shall be for no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. Employees working six (6) hours or more shall have included in their shift a duty-free meal period of not less than one-half (1/2) hour. (45180)

## **9.6 Rest Periods**

**9.6.1** Any employee who is assigned to work four (4) consecutive hours exclusive of any lunch period specified in paragraph 9.5 above, shall be entitled to a fifteen (15) minute break within those four hours.

**9.6.2** Specified periods may be designated only when the operations of the District require someone to be present at the employee's work site at all times. Such times shall be mutually agreed upon between employees and their supervisors.

**9.6.3** Rest periods of a total of twenty-five (25) minutes on evenings of special work shifts shall be scheduled to the mutual convenience of the employees and supervisors.

**9.6.4** Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

**9.7 Rest Facilities** The District shall make available at each work site lunchroom/breakroom, and restroom facilities for classified employee use.

## **9.8 Overtime**

**9.8.1** Except as otherwise provided herein, all overtime hours required to be worked as defined in this Section shall be compensated at a rate equal to time and one-half the regular rate of pay of the employee. Upon mutual agreement between the supervisor and employee, work periods may be rescheduled to four (4) ten (10) hour days at straight time pay.

**9.8.1.1** For full-time classified employees, overtime is defined to include any time required to be worked in excess of eight (8) hours in any workday and in excess of 40 hours in any calendar week.

**9.8.1.2** Employees having an average workday of four (4) hours or more during the workweek shall be compensated at the overtime rate for any work required in excess of eight (8) hours in any workday or for any work on the sixth or seventh day in the calendar week.

**9.8.1.3** Employees having an average workday of less than four (4) hours during the workweek shall be compensated at the overtime rate for any work required in excess of eight (8) hours in any workday or for any work on the seventh day in any calendar week.

**9.8.1.4** The District shall have the right to require any classified employee to work overtime as defined above. Overtime shall be assigned, within a department on a first right of refusal basis. Whenever an employee accepts or declines the offer to work overtime, they shall move to the bottom of the rotation list. If all employees (within that department) on the rotation list decline the overtime assignment, the assignment shall be offered to the remaining employees in the department. However, if all employees in the department decline the overtime assignment, the District shall assign the employee of lowest seniority in that department to work the overtime. If an employee is skipped in rotation because a specialized skill is needed, the employee shall be entitled, upon written request, to a written explanation as to why they were skipped and written confirmation of their placement on the rotation list. The overtime list shall be made available to all employees for reference and kept on file for no less than two (2) years.

**9.8.2** No employee shall work overtime without advance written authorization by the employee's immediate supervisor, the site Principal, or designee.

**9.8.3** All hours worked on Holidays 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 holiday pay.

**9.9 Shift Differential - Reduction in Hours**

Each classified employee whose regular 8 hour work schedule includes hours between 8pm and 6am shall receive an additional \$40.00 per month. Each classified employee whose regular work schedule extends beyond midnight shall receive an additional \$50.00 per month. No employee shall receive both additional amounts.

Based on CSEA's agreement to waive the terms set forth in Section 9.9 of the parties' collective bargaining agreement regarding shift differential, operations employees may be assigned to modified summer shifts, which may begin at 6:00 a.m. and end at 2:30 p.m. Summer shifts may be modified, consistent with Article 9.3.1. Neither Article 9.3.1 nor Article 9.9 waives CSEA's right to negotiate decisions and effects of changed hours (Pittsburg USD, PERB 199).

The District and CSEA agree the positions listed on the Classified Miscellaneous Extra-Duty Salary Schedule are categorized as Extra Work and shall be compensated only as reflected on the Classified Miscellaneous Extra-Duty Salary Schedule.

The parties agree to utilize the following procedure to staff the extra duty assignments listed on the Classified Miscellaneous Extra-Duty Salary Schedule.

- A. Prior to May 31 of each year, the District shall send out a Job Posting/Sign-up sheet for all Classified Miscellaneous Extra-Duty assignments for the next school year.
- B. All bargaining unit members will be allowed to sign up for available extra duties activities.
- C. Each eligible individual who signs up for extra duty assignments shall be provided a copy of the rotation list. A copy of each list shall also be provided to the CSEA Chapter President. The rotation shall be based on the order in which sign ups were received.
- D. If an employee declines a Classified Miscellaneous Extra-Duty assignment their name shall be dropped to the bottom of the list and the next eligible employee shall be offered the assignment.
- E. If the rotation list is exhausted in an attempt to staff a particular event or activity and staffing is still required, the District shall offer the work to all bargaining unit members district-wide to fill the vacancies.
- F. A District administrator shall oversee the above procedure.

Any employee who incurs overtime because of an extra-duty assignment shall be paid overtime based on the Classified Miscellaneous Extra-Duty Salary Schedule.

The positions listed on the Classified Miscellaneous Extra-Duty Salary Schedule as "stipends" are filled via the established job posting procedures, and are not subject to the above outlined rotation list.

**9.10 Compensatory Time Off**

**9.10.1** Any employee in the bargaining unit may request to take compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 9.8 of this Article.

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

**9.11 Minimum Call-In Time**

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

**9.12 Standby Time**

All standby time, on the work premises or via phone, shall be considered as regular work hours and shall be compensated on a straight time or overtime basis as are other hours worked under this agreement.

**9.13 Call Back Time**

Any full-time bargaining unit employee working eight (8) hours per day who is called back to work after completion of their regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, even if the actual time worked is less than two (2) hours. Overtime shall be from portal to portal.

Any part-time employee who is called back to work after completion of their regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate of pay, even if the actual time work is less than two (2) hours. Compensation for Call Back time shall be calculated on a portal to portal basis.

**9.14 Hours Worked**

For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

**9.15 Classified Employees: Extra Work**

Current classified employees performing Extra Work within their classification or a lower classification, shall be paid their current step and column they would be paid normally to include overtime should it apply. Current classified employees performing Extra Work in a higher classification shall be paid at the higher classification step and column that is no less than 5% above their normal step and column of their current classification. Notes on pay charts.

**9.15.1 First Consideration for Substituting**

Classified employees on the 39 month reemployment list, as a result of layoff due to lack of work or lack of funds, shall be given first consideration to substitute in the position from which the employee was laid off.

**9.16 Temporary Personnel**

CSEA agrees the District shall have the authority to employ temporary personnel twice during each school year for the purpose of textbook organization and distribution. Such temporary help shall

be employed to work with the School Site Technician and the Library Assistant/Technician for no more than a total of 160 hours per year.

#### **9.17 Operations Summer Work**

Summer work shall first be offered to qualified classified bargaining unit members. Qualified means an applicant meets the minimum qualifications for the summer position applied for. Classified unit members who hold the classification during the regular school year, which is needed during the summer months, and apply for a position during the summer, will be offered the position before other classified personnel who apply. Also classified personnel who do not hold the classification during the regular school year, which is needed during the summer months, and apply for a position during the summer, will be offered the position before other non-District applicants who apply. Furthermore, CSEA agrees the District has discretion to hire additional maintenance, custodial, and grounds summer help during the period from June to September 1<sup>st</sup> of each year for the purpose of assisting the regular classified service. The compensation for such summer help shall be the same as listed in section 9.15 above.

### **ARTICLE X** **PAY AND ALLOWANCES**

#### **10.1 Regular Rate of Pay**

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as part of this Agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

Effective July 1, 2020, the District and CSEA agree to increase the classified salary schedule by 2% for all hours paid in FY2020/21 for all bargaining unit members who are active employees on the date TA is approved and including FY2021 year-end retirees. Payment for this retroactive increase shall be made following board approval.

Effective July 1, 2021, the District and CSEA agree to increase the classified salary schedule by an additional 4.5% for all bargaining unit members who are active employees on the date of TA approval.

**10.1.1** The District will notify CSEA upon initial employment with the District whenever any person is hired beyond Step 1.

**10.1.2** The employee portion of the contribution to the Public Employees Retirement System (PERS) shall be paid by the employee and deducted each month from the employee's pay warrant.

#### **10.1.3 Revised Classified Bargaining Unit Salary Schedule**

The "Classified Bargaining Unit Salary Schedule" as set forth in the parties collective bargaining unit agreement as Appendix B includes the hourly rates of pay at Steps 1 through 8 by range and classification for each job position within the classified bargaining unit (See Appendix A, entitled "Classified Personnel Classifications"). Appendix B also provides for three (3) longevity increments as follows:

3% of base salary from the 10<sup>th</sup> to 14<sup>th</sup> year of service  
4% of base salary from the 15<sup>th</sup> to 19<sup>th</sup> year of service

5% of base salary from the 20<sup>th</sup> year of service

Consistent with the recent directive from the Nevada County Superintendent of Schools, the parties agree to reformat the "Classified Bargaining Unit Salary Schedule" to incorporate longevity into the schedule by separately listing the hourly rates of pay by range and classification at Steps 1 through 8 as increased by application of each respective longevity increment (i.e., 3%, 4%, and 5%). [See Appendix B(1)]

## **10.2 Frequency - Once Monthly**

All employees in the bargaining unit shall be paid once per month in accordance with the distribution of pay warrants from the Office of the County Supervisor, in accordance with the procedures of the Auditor's Office of the Nevada County Board of Supervisors or with the Nevada County Superintendent of Schools in the event of a change.

**10.2.1** All classified employees shall be paid on the following schedule:

- a) Nine-month employees shall receive eleven equal payments.
- b) Ten-month employees shall receive eleven equal payments.
- c) Eleven and twelve-month employees shall receive twelve equal payments.

## **10.3 Payroll Errors**

Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued in accordance with the applicable sections of law. Any error should be reported immediately.

### **10.3.1 Docked Pay**

Whenever an employee is absent after exhausting all available paid leaves or is absent for a reason not covered by paid leave, the employee's salary shall be docked in the month in which the absence occurs, but in no event later than the following month.

This adjustment provision shall also apply to days designated by the District as special circumstance days, i.e., days on which school is not held due to unforeseen circumstances that would constitute imminent danger to personnel and/or property, such as fire, flood and other acts of God.

## **10.4 Promotion**

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate class and step of the new class to insure an increase as a result of that promotion. When, due to staffing restraints, a promoted employee is unable to assume their new position on the start date for the position as set by the District in the job announcement, they shall begin receiving the increase in pay attributable to the promotion effective the day following the designated start day for the position.

## **10.5 Mileage**

Any employee in the bargaining unit directed to use their vehicle on District business shall be reimbursed, at the current I.R.S. rate, for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.

## **10.6 Meals**



Any employee in the bargaining unit who, as a result of work assignment, must have meals away from the District shall be reimbursed in accordance with the District reimbursement schedule after submission of the expense claim.

#### **10.7 Lodging**

Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed, by the District, for out-of-pocket lodging expenses after the employee has submitted an expense claim. Amounts will not exceed the US General Services Administration per diem and lodging rates. Amounts in excess of these rates must be preauthorized by the Chief Business Official.

**10.8** Notwithstanding the above 10.6 and 10.7, combined expenses shall not exceed the amount authorized by Board Policy.

#### **10.9 Longevity**

The District agrees to additionally compensate long service employees in accordance with Appendix B attached hereto. Longevity payments will be spread equally over all pay periods.

#### **10.10 Degree Stipends**

The District agrees to additionally compensate employees with associates or bachelor's degrees in accordance with Appendix B attached hereto. Degree stipends will be spread over all pay periods.

Associate Degree	\$500.00 annually
Bachelor's Degree	\$1,000.00 annually

#### **10.11 Adjustment in Hourly Rate of Pay for Bilingual Services**

Whenever the District designates an employee to provide language translation service and that employee's job description does not list language translation among its required duties, the District shall increase the employee's hourly rate of pay (including longevity, if any) by a factor of 20% for hours when the employee is providing such services. Bilingual services provided by an employee must receive prior approval from their immediate supervisor or Superintendent's designee.

### **ARTICLE XI** **EMPLOYEE EXPENSES AND MATERIALS**

#### **11.1 Tools**

The District agrees to provide all tools, equipment and supplies necessary to bargaining unit employees for performance of employment duties.

#### **11.2 Safety Equipment**

Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish, as required by law, such equipment and gear.

#### **11.3 Physical Examination**

The District agrees to provide the full cost of any medical examination required for continued employment, including but not limited to, the provisions outlined in Education Code Section 11708 or its successor.

#### **11.4 Working from Home**

In the event an employee is directed to (and able to) work from home, the District, upon request, shall provide that employee with a laptop and if necessary a hotspot until the employee is able to return.

### **ARTICLE XII** **HEALTH AND WELFARE BENEFITS**

#### **12.1 Employee and Dependent Insurance Coverage**

The District's maximum, monthly, tiered contribution toward the cost of health, dental, vision, and life insurance benefit coverage per employee shall be:

<b>Effective 7/1/2021</b>	<b>Employee Only</b>	<b>&amp; Spouse</b>	<b>&amp; Children</b>	<b>&amp; Family</b>
<b>100%</b>	<b>\$856.00</b>	<b>\$1,221.00</b>	<b>\$1,066.00</b>	<b>\$1,314.00</b>

**12.1.1** In the event a bargaining unit member selects a High Deductible Health Plan (HDHP) with an Internal Revenue Service (I.R.S.) qualified Health Savings Account ("HSA"), the District shall contribute, up to the appropriate cap amount, as set forth above toward the cost of the premiums to provide dental, vision and life insurance, as well as the High Deductible Health Plan selected by the unit member. In the event the cost for the above is less than the District's cap contribution; the remaining amount will be placed in the unit member's HSA account up to the IRS annual maximum.

#### **12.2 Eligibility**

**12.2.1** All employees in the bargaining unit, working at least four (4) hours per day shall be covered under the programs provided in Section 12.1 of the Article in accordance with those sections. Employees shall be enrolled in insurance programs on the first of the month following fulfillment of the eligibility requirement. Employees working less than seven hours per day will have prorated benefits and pay the district a portion of the benefit coverage cost as follows:

4 - 4.99 hours	50%
5 - 5.99 hours	62.5%
6 - 6.99 hours	75%
7 + hours	100%

#### **12.3 Continuation - Disability**

The District agrees to continue payments for all benefits programs provided for in Section 12.1 of this Article during the absence of any employee, in the bargaining unit, who is on paid leave for a period not to exceed thirty-nine (39) months.

#### **12.4 District Insurance Provider**

In the event the District determines that equal or better benefits and services, at more favorable rates, could be obtained by moving our coverage to different insurance companies and/or third party administrators, the District may make that change provided the benefit coverage is not changed.

Two (2) CSEA representatives shall be granted release time to attend District Insurance Employee Benefit meetings and Executive Council meetings.

## **12.5 Retiree Benefits**

Employees retiring from the Nevada Joint Union High School District, and eligible to retire through PERS, can continue to pay and receive district Health and Welfare benefits at current district rates.

In the case of double coverage through the carrier, a retiree who has been continuously covered since retirement as a dependent on their spouse's district policy may, upon termination or retirement of the spouse, immediately begin to pay for and receive district Health and Welfare benefits at current district rates.

In the case of the death of the retiree, the surviving spouse may continue to pay for and receive district health and welfare benefits.

District Health and Welfare benefits are defined as any medical, dental and vision policy offered to the employees of the Nevada Joint Union High School District.

**12.5.1** Pursuant to the negotiated agreement of February 12, 1999, between the Nevada Joint Union High School District ("District") and the California School Employees Association, Chapter No. 165, maximum of \$109,000 annually, will be committed for the purpose of funding the Retiree Health Benefit program for each school year during the period commencing with the 1998-1999 school year and terminating with the 2020-2021 school year.

**12.5.1.1** The 1999-2021 retiree health and welfare benefit program ("plan") shall be in effect for eligible employees who retire during period between 1998-1999 school year through the 2020-2021 school year. (See Appendix D for Retiree Health and Welfare Benefit Plan)

**12.5.1.2** Effective July 1, 2021, the remaining balance of Fund 20 shall be utilized to fund the 1999-2021 Retiree Health Benefit Program as set forth, for remaining program participants, until completion of their program eligibility. The residual balance, if any, remaining in the Classified Retiree Health and Welfare Benefit Fund as of July 1, 2025 shall be evaluated for fund transfer and redistribution in the manner mutually agreed to by the parties through negotiations. (See Appendix D for Retiree Health and Welfare Benefit Plan)

**12.5.2** Effective July 1, 2021, in appreciation and recognition of the employees' many years of quality service to the students and staff of NUHSD, up to three bargaining unit members per year who have worked a minimum of thirteen years full-time equivalent service in the Nevada Joint Union High School District and are at least 55 years of age by the last day of the fiscal year (June 30<sup>th</sup>) are eligible to receive \$1,221.00 per month toward the purchase of health benefits as described in 12.5. The benefit would cease at the end of five years or when the employee becomes 65 years of age, whichever occurs first. If the cost of the retiree health benefit through the District is less than \$1,221.00 per month, and the employee is enrolled in a qualified High Deductible Health Plan (HDHP), the balance will be deposited into a qualified and eligible health savings account. Employees intending to take advantage of this benefit must notify the District with their revocable letter of resignation and intent to participate in the benefit by April 15<sup>th</sup> of each calendar year. In the event that more than 3 eligible employees notify the District, the 3 employees with the most seniority with Nevada Joint Union High School District, will receive the benefit. If the top two employees in seniority reach the minimum age

of 55 and choose to retire prior to June 30<sup>th</sup> of any given year, those employees may begin benefits immediately upon retirement. These retirements shall count toward the 3 eligible employees for the coming fiscal year. These employees will not be eligible for more benefits than the maximum of 5 years or to age 65, whichever occurs first.

## **ARTICLE XIII**

### **HOLIDAYS**

#### **13.1 Scheduled Holidays**

The District agrees to provide all employees in the bargaining unit with the following paid holidays:

a) Two (2) Floating Holidays – Admission Day and Employee Birthday (both may be taken on any day)

If the employee is hired before September 1<sup>st</sup> of the fiscal year the employee will receive the two (2) floating holidays indicated above. However if the employee is hired on or after September 1<sup>st</sup> of the fiscal year, the employee will receive only one (1) of the floating holidays indicated above.

Effective July 1, 1999, the above two (2) floating holidays, if unused prior to June 30, 1999 or June 30<sup>th</sup> of any year thereafter, will carry over in the same manner as vacation and shall be utilized or paid consistent with the requirements of Article XIV.

- b) Labor Day
- c) Veteran's Day
- d) Thanksgiving Day
- e) Day after Thanksgiving
- f) Christmas Day
- g) New Year's Day
- h) Martin Luther King, Jr. Day
- i) Lincoln's Birthday
- j) Washington's Birthday
- k) Memorial Day
- l) Independence Day
- m) Two floating holidays during Christmas recess

#### **13.2 Additional Holidays**

Every day declared by the Governor of this State as a public fast, mourning, thanksgiving, and which is declared a paid holiday for the State employees or any day declared a paid holiday by the Governing Board under Education Code Sections 5202, 52021, or 877 or their successors shall be a paid holiday for the employees in the bargaining unit.

#### **13.3 Holidays on Saturday or Sunday**

**13.3.1** When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

**13.3.2** The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in the Article.

**13.4 Teacher Training Days**

Any day granted as a teacher training day, teacher institute, or teacher-parent conference day by whatever name for whatever purpose is a regular workday for all classified employees a part of the bargaining unit.

**13.5 Holiday Eligibility**

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

**13.5.1** Employees in the bargaining unit who are not normally assigned to duty during the school Christmas recess period shall be paid for those holidays provided they were in a paid status during any portion of the working day or their normal assignment immediately preceding or succeeding the holiday period.

**13.6 New Language**

Beginning in the 2018-2019 school year, the District agrees to convene an annual calendar committee. CSEA is entitled to participate on the committee and provide input in numbers no less than any other group represented on the committee. The annual calendar committee meeting will take place before October 15 of each calendar year in order to assure delivery of the calendar to the Board of Trustees by December 31 of each year.

The District and CSEA will negotiate the Classified Bargaining Unit work calendar annually, by December 31 of each calendar year. The parties recognize that nine, ten, and eleven-month employees shall be required to have their holidays align with the scheduled holidays on the school calendar.

**ARTICLE XIV  
VACATION PLAN**

**14.1 Eligibility**

All employees in the bargaining units shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 to June 30.

**14.2 Paid Vacation**

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where approved by the District an employee's vacation may be granted in the fiscal year in which it is earned.

**14.3 Accumulation**

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

- a. 0 through 3 years of service - 1 day per month.
- b. 4 through 9 years of service - 1-1/4 days per month.
- c. 10 and above years of service - 1-1/2 days per month.

Vacation leave accruals shall increase on the above schedule based on the employee's anniversary date as defined in Article VIII section 2 of the collective bargaining agreement.

#### **14.4 Vacation Pay**

Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had they been in a working status.

#### **14.5 Vacation Pay Upon Termination**

When an employee in the bargaining unit is terminated for any reason, they shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

#### **14.6 Vacation Postponement**

If a bargaining unit employee's vacation becomes due during a period when they are on leave due to illness or injury, they may request that their vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time.

**14.6.1** If a bargaining unit employee is denied a scheduled vacation by the District, or is ill and unable to take vacation during the fiscal year, they shall be allowed to carry over vacation days to the following fiscal year.

**14.6.2 Vacation Scheduling Clarification** With approval of the immediate supervisor, employees shall schedule their vacations during the calendar year with the exception as provided in Section 14.7. Unless the employee wishes to use the Christmas or Easter recess as part of their paid vacation, these two periods shall be taken off without pay. The foregoing applies only to those employees who are not scheduled to work during the above two recess periods.

#### **14.7 Vacation Carry-Over**

Except as provided in Section 14.6.1 or 14.6.2 above:

- 14.7.1** Twelve (12) month employees may carry over a maximum of ten (10) days of vacation from one school year to the next.
- 14.7.2** All other employees in the bargaining unit may carry over a maximum of five (5) days of vacation from one school year to the next.
- 14.7.3** Any employee who as of June 30<sup>th</sup> of any school year has accrued days in excess of the employee's maximum allowable carry over as specified 14.7.1 and 14.7.2 shall be compensated for those excess days.

#### **14.8 Holidays**

When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

#### **14.9 Vacation Scheduling**

**14.9.1** Vacations scheduled at times requested by bargaining unit employees may be granted so far as possible within the District's work requirements.

**14.9.2** If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest classification seniority shall be given their preference.

#### **14.10 Interruption of Vacation**

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

### **ARTICLE XV LEAVES**

#### **15.1 Bereavement Leave**

Each employee shall be entitled to a leave of no more than five (5) days for a death in the immediate family. "Immediate family" means husband, wife, mother, father, brother, sister, daughter, son, grandmother, grandfather, step-mother, step-father, step-sister, step-brother, step-son, step-daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, foster son, foster daughter, foster parent, domestic partners (registered with the Secretary of State), and grandchildren.

**15.1.1** No more than two (2) travel days may be added to the five (5) days bereavement leave if traveling over 200 miles one way.

**15.1.2** Additional days necessitated by bereavement, if needed, may be deducted from sick leave.

#### **15.2 Court Appearance**

No salary deductions will be made for absence when:

**15.2.1** Subpoenaed to be a witness in court in a case in which employee is not an interested party.

**15.2.2** Jury duty must be served. Regular employees who are called for jury duty shall receive their school district salary during their absence, but shall assign their jury duty pay to the school district. The remittance to the District need not include travel allowance.

#### **15.3 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.

#### **15.4 Sick Leave**

**15.4.1 Leave of Absence for Illness or Injury** An employee employed five (5) days a week, twelve (12) months a year by a school district shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days they is not required to render service to the District, with full pay for a fiscal year of service. Less than full-time/12 month employees shall receive their prorated

share of sick leave based upon their work schedule to 8 hours per day/5 days a week/12 months per year.

**15.4.2** Sick leave will be accrued on the following schedule:

0 - 3 year of service	1 day per month
4 - 9 years of service	1 1/4 days per month
10+ years of service	1 1/2 days per month

Sick leave accruals shall increase on the above schedule based on the employee's anniversary date as defined in Article VIII section 2 of the collective bargaining agreement.

**15.4.3** 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.

**15.4.4** At the beginning 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 days until the first day of the calendar month after completion of six months of active service with the District. If an employee uses unearned sick leave and terminates with the District, all used, unearned sick leave shall be deducted from the final pay warrant.

**15.4.5** Unit members are entitled to use sick leave as set forth above, for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District management may require a verification of the extent existence of the disability through a physical examination of the employee by a physician designated by the District at District expense. The District shall request from the unit member's physician a written opinion regarding the extent of the disability.

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

**15.4.7** After a classified employee has exhausted all paid leave, on account of an illness, the employee will be allowed to continue H & W at the employee's cost. The employee's job will be secure for a period of four (4) calendar months, if the employee is absent for the same illness. Substitute use in the position is at the District discretion.

**15.5 Industrial Accident and Illness Leave**

In addition to any other benefits an employee may be entitled to under the Workers' Compensation laws of this state, employee shall be entitled to the following benefits:

**15.5.1** An employee suffering an injury or illness arising out of and in the course and scope of their employment shall be entitled to a maximum leave of up to 60 working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and



when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

**15.5.2** Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.

**15.5.3** The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this State, at the time of the exhaustion of benefits under this section, they shall be entitled to use only as much of their accumulated and available normal sick leave and vacation leave, which when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

**15.5.4** Any time an employee on Industrial Accident or Illness leave is able to return to work, they shall be reinstated in their position without loss of pay or benefits.

**15.5.5** 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 position, the employee shall, if not placed in another position, be placed on a re-employment list for a period of 39 months. When available, during the 39-month period, the employee shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations.

## **15.6 Entitlement to Other Sick Leave**

When an employee in the classified service is absent from their duties on account of long-term illness or accident for a one time period of five (5) months or less per fiscal year whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due them for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill their position during their absence.

**15.6.1** Except where the Governing Board has adopted a salary schedule for substitute employees of the District, the amount paid the substitute employee during any month shall be less than the salary due the employee absent from his duties.

**15.6.2** Entitlement to this extended long-term leave provision shall be considered for the purposes of computing benefits under the provisions of Article 15.5 if the absence is for industrial accident or illness and shall be used after entitlement to all regular earned sick leave, accumulated compensating time, vacation, or other available paid leave has been exhausted.

## **15.7 Catastrophic Leave Bank**

The Catastrophic Leave Bank will permit salary and benefit continuation for classified employees who have exhausted or will soon exhaust all of their own accrued paid leave due to their own serious illness or injury or due to the need to care for a seriously ill member of the employee's immediate family.

**15.7.1** **Catastrophic illness or injury" means an illness or injury**

**15.7.1.2** That is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's immediate family in which the incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick and vacation leave and other paid time off. In the case of an employee's own incapacity, the employee's extended illness leave under Article XV, Section 15.6 (e.g. differential pay leave) shall run concurrently with all other paid leave entitlements and any catastrophic leave will be utilized in conjunction with differential pay leave, such that the amount of catastrophic leave used for any day of absence shall be limited to that amount which is necessary for the employee to receive a full day's pay.

**15.7.1.3** "Immediate Family" is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, or any relative of either spouse living in the immediate household of the employee.

### **15.7.2 Eligibility and Contributions**

- (a) All bargaining unit employees on active duty with the District are eligible to contribute to the Bank.
- (b) Participation is voluntary, but requires contribution (via written authorization) to the Bank. Only contributors will be permitted to withdraw from the Bank.
- (c) Contributions shall be made between October 1 and December 1 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Bank to all new members and those returning unit members.
- (d) Employees who elect not to join the Bank upon first becoming eligible must wait until the next annual contribution period.
- (e) The minimum annual rate of contribution by each participating unit member shall be eight (8) hours of sick leave (which shall be deemed to equate to the legal minimum required by Education Code 44043.5) or eight (8) hours of vacation leave.
- (f) The maximum annual contribution by each participating member shall be no more than twenty-four (24) hours. The twenty-four (24) hours donated can be transferred from either the donating member's sick leave balance, vacation balance, or any combination of the two paid leaves.
- (g) To donate sick leave a unit member must have at least one (1) times their annual accrual rate remaining in their account after the donation is made. To donate vacation leave no minimum balance is required in the member's account.
- (h) Hours shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Bank participant.

- (i) Member's hours in the Bank shall accumulate from year to year.
- (j) Donation of hours into the Bank is voluntary and irrevocable.
- (k) The Bank shall be administered by a Joint Committee of three members; two appointed by the Association President and the third to be the Assistant Superintendent.
- (l) The Committee may request, at any time, an additional contribution from participants if the number of hours in the Bank falls below one hundred (100) hours.
- (m) To maintain eligibility as a participant of the Bank members must, at the annual designated donation period, resubmit their intent to donate via the Classified Employees Catastrophic Leave Bank Request Form. Failure to submit this form will void future entitlements to withdraw from the Bank.
- (n) The District payroll department will keep track of the Bank and on June 30<sup>th</sup>, or as requested, a report of bank hours will be given to CSEA.

### **15.7.3 Withdrawal from the Bank**

- (a) Bank participants who have exhausted all sick leave, vacation leave, and all other paid leaves may withdraw from the Bank for catastrophic illness or injury. In the case of an employee's own incapacity, the employee's extended illness leave under Article XV, Section 15.6 (e.g. differential pay leave) shall run concurrently with all other paid leave entitlements and any catastrophic leave will be utilized in conjunction with differential pay leave, such that the amount of catastrophic leave used for any day of absence shall be limited to that amount which is necessary for the employee to receive a full day's pay.
- (b) The unit member must submit to the Joint Committee via the Assistant Superintendent a written application to withdraw days from the Bank. The member must use the appropriate district form and shall state the nature of the catastrophic illness or injury and the estimated number of days requested. The form shall be accompanied by a written statement signed by a licensed physician that, without disclosing private health information details, verifies the employee has the catastrophic illness or injury. This provision may be waived for unit members who are suffering from a catastrophic illness or injury and have exhausted all paid leaves on the effective date of this Agreement.
- (c) If the member is incapacitated a request for withdraw may be submitted to the Committee by participant's agent or member of the participant's family.
- (d) Withdrawals from the Bank shall be granted in units of no more than thirty working days (regardless of a member's workday). Participants may apply for an additional thirty-day extension. Participant's requesting an extension of benefits will be required to submit a second doctor's statement indicating the nature of the illness or injury of the unit member or family member and the probable length of absence from work. Participant's withdrawal from the bank may not exceed a sixty-day maximum for the same catastrophic illness or injury within a twelve-month period. The twelve-month period begins on the first day of use of catastrophic leave.

- (e) The Committee will notify the applicant of its decision within ten (10) working days of the initial application. Members of the Committee shall keep the information regarding the nature of the illness or injury confidential.
- (f) Hours from the leave bank shall be authorized on a first-come first-served basis. In the event the Bank is depleted, no further applications, to use paid catastrophic sick leave, will be granted.
- (g) Any mental stress-related illness of the Bank member or family member shall be excluded from the benefits of the Catastrophic Leave Bank.
- (h) When the Committee may reasonably presume the applicant for a draw may be eligible for a Disability Award or Retirement under PERS, STRS, if applicable, Social Security, the Committee may encourage the member to apply for disability or retirement. Upon approval of PERS, STRS, or Social Security payments the unit member's eligibility for withdrawal of days from the Bank shall cease.
- (i) This program shall be reviewed annually. The District and CSEA may mutually agree to negotiate appropriate modifications to the program which shall require formal ratification by the Chapter.
- (j) The provisions of this section shall not be subject to the grievance procedures contained in Article 20 of this Agreement.

## **15.8 Break in Service**

**15.8.1** No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

**15.8.2** Upon return from an unpaid leave, the employee shall not lose accumulated seniority. The individual will not accrue vacation, sick leave, holidays, or other leave benefits while on an unpaid leave of absence.

## **15.9 Personal Necessity Leave**

Up to seven (7) days of sick leave may be used in cases of personal necessity.

**15.9.1** Death of a member of the immediate family when leave beyond bereavement leave is required.

**15.9.2** Accident to the person or his property or the person or property of the immediate family.

**15.9.3** Court appearance as a litigant, party, or witness.

**15.9.4** Critical illness of a member of the immediate family. The "critical" as used herein indicates there is serious doubt concerning the survival of the patient and requires a physician's statement that employee's presence is required or desirable.

**15.9.5** Other than above - a letter stating the reason for personal necessity leave is required. Advance notice shall be given for the use of personal necessity leave. When notice is not possible due to an emergency, the Superintendent may require verification of the personal necessity.

**15.9.6** An employee shall be granted six (6) days of Personal Necessity Leave for "Compelling Personal Importance" without further justification. Employees must notify the School Principal or administrative supervisor twenty-four (24) hours in advance of taking CPI leave. No more than two (2) days of CPI leave may be used at a time without prior approval of Superintendent or designee, and no more than ten percent (10%) of the employees at any comprehensive site, or more than fifty percent (50%) at any alternative site (sites with one staff member are exempt), may use CPI leave any given day.

#### **15.10 General Leaves**

The Board of Education may approve leaves of absence with or without pay upon recommendation of the Superintendent. Fringe benefits are not included in leaves without pay unless specifically granted by the Board. Such leaves may include but are not limited to the following:

- Personal illness other than sick leave;
- Jury duty or court witness;
- Personal business leaves;
- Illness in the immediate family.

#### **15.11 Family Care Leave**

**15.11.1** Employees who have completed one year of service, and at least 1164 hours of service during the previous one year period for the District, have the right to request unpaid leave of absence for up to 12 workweeks within a 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.

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

**15.11.3** "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, a step-child, a legal ward, or a child of a person standing in loco parentis who is either 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

**15.11.4** If both parents of a child who are entitled to family care leave under Section 15.10.1 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 of a child to total more than the amount specified in Section 15.10.1.

**15.11.5** 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 duration of the leave. If the need for a leave becomes known more than 30 days prior to the date a leave is to begin, the employee must provide at least 30 days written advance notice.

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

**15.11.7** Family care is an unpaid leave of absence. Health insurance coverage shall be maintained and paid for by the District for the duration of the leave, not to exceed 12 workweeks 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.

**15.11.8** An employee may elect to use accrued vacation, unused sick leave, or other appropriate paid leave during family care leave. When accrued vacation, sick leave, or other paid leave is exhausted, the balance of the family care leave shall be unpaid. However, pregnancy disability leave is in addition to the family leave act.

**15.11.9** This section of the contract may be reopened at the request of either party when the final state and/or federal regulations have been adopted and/or are altered.

**15.11.10** Leave under this section shall not constitute a break in service.

**15.11.11** For purposes of family care leave the 12-month period shall be July 1 to June 30.

## **ARTICLE XVI**

### **TRANSFERS**

#### **16.1 Transfers**

All vacancies shall be posted by the District for not less than five (5) working days at all locations prior to being filled. When a new position is created or an existing position becomes vacant within a classification, the District shall first offer the opportunity to transfer to bargaining unit employees serving in the same class in the District. If the position is not filled by an employee within the classification, any employee in the bargaining unit may apply for transfer to that position by filing a written notice with the Personnel Department of the District. If more than one employee wishes to be transferred to a particular vacancy, seniority shall prevail provided the employee has the skill, competency, and ability to perform the task. The District shall be the sole judge.

The District welcomes input from the association regarding transfers and will include unit members on interview committees for transfer of unit members.

**16.1.1** Any employee on leave during the period of the posting shall be responsible for notifying the District of any position for which they wish consideration. This may be done prior to the start of such leave.

**16.1.2** An employee on leave shall have the right to have their Union Steward file for the transfer on their behalf.

#### **16.2 Medical Transfers**

The District may give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform their regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with CSEA and concurrence of the employee.

**16.3** Prior to reviewing outside applications, qualified inside applicants must be interviewed and notified in writing of the District decision. The District welcomes input from the Association regarding transfers and will include a classified unit member from another site or department on interview committees for transfer of unit members.

## **ARTICLE XVII**

### **PROMOTION**

#### **17.1 Posting of Notice**

**17.1.1** Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site.

**17.1.2** The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy. The employee is responsible for notifying the District of any interest.

**17.1.3** The District shall have the right to simultaneously advertise the position outside with the express guarantee all outside applications shall be placed in a sealed envelope not to be opened until the completion of the in-house interview process.

#### **17.2 Notice of Contents**

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

#### **17.3 Filing**

Any employee in the bargaining unit, who has completed the probationary period, may file for the vacancy by submitting written notice to the District Office within the filing period. In the event no permanent bargaining unit member is selected for promotion pursuant for 17.6 and 17.7 probationary employee applicants will be considered along with outside applicants. Any employee on leave or vacation may authorize their Union Steward to file on the employee's behalf.

#### **17.4 First Consideration**

Qualified employees in the bargaining unit shall be given first consideration in filling any job vacancy which can be considered a promotion after the announcement of the position vacancy.

#### **17.5 Certification of Applicants**

Within seven (7) workdays following completion of the filing period, the District Office shall certify in writing the qualifications of applicants and notify each applicant of their standing. In lieu of certification in writing, the interview process may be utilized.

#### **17.6 Promotional Order**

The District will provide first opportunity for position to employees within the bargaining unit provided they have the skill, competency, and ability to perform the job of which the District shall be the sole judge. If two (2) or more employees who file, meet the qualifications, the employee with the greatest bargaining unit seniority shall be the one promoted. In the event two (2) or more employees have identical seniority, the employee to fill the position shall be selected by lot.

**17.7** The District welcomes input from the Association regarding promotions and will include a classified unit member from another site or department on interview committees for promotion of unit members.

## **ARTICLE XVIII**

### **CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS**

#### **18.1 Placement in Class**

Every bargaining unit position shall be placed in a class.

#### **18.2 Salary Placement of Reclassified Positions**

When a position or class of positions is reclassified, the position or positions shall be placed on the salary schedule in a range, which will result in at least a one (1) range increase above the salary of the existing position or positions.

#### **18.3 Reclassification Requirement**

Reclassification of any employee shall be subject to mutual written agreement between the District and CSEA.

#### **18.4 New Positions or Classes or Positions**

Any newly created positions or classes of positions for which CSEA is certified, unless specifically exempted by law, shall be assigned to the bargaining unit.

**18.4.1** The District shall, upon employing any bargaining unit member, notify the CSEA Chapter President of the name of the member and the member's worksite.

#### **18.5 Incumbent Rights**

When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions.

#### **18.6 Downward Adjustment**

Any downward adjustment of any position or class of positions shall be considered a demotion.

#### **18.7 Abolition of a Position or Class of Positions**

If the District decides to abolish a position or class of positions, it shall notify CSEA in writing and the parties shall meet and negotiate concerning the effect of such decision.

## **ARTICLE XIX**

### **LAYOFF AND REEMPLOYMENT**

#### **19.1 Reasons for Layoff**



Layoff shall occur only for lack of work or lack of funds.

**19.2 Notice of Layoff**

The District shall notify both CSEA and the affected employees in writing, no later than 60 calendar days prior to any planned layoffs. The District and CSEA shall meet no later than 15 working days following the receipt of any notices of layoff to review the proposed layoff.

**19.3 Order of Layoff**

Any layoff shall be effectuated within a class or classes. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by the length of service which pursuant to section 8.3 is defined as date of hire within the class plus higher classes. The employee who has been employed the shortest time in class plus higher classes shall be laid off first. Reemployment shall be in the reverse order of layoff as set forth in section 19.7 below.

**19.4 Bumping Rights**

An employee laid off from their present class may bump into the next lowest class in which the employee has greatest seniority considering their seniority in the lower class and any higher classes. The employee may continue to bump into lower classes in which they have had previous service to avoid layoff.

**19.5 Layoff in Lieu of Bumping**

An employee who elects a layoff in lieu of bumping maintains their reemployment rights under this Agreement.

**19.6 Equal Seniority**

If two (2) or more employees subject to layoff have equal class seniority, the determination of who shall be laid off first shall be the employee with the shortest length of service in the District, i.e., the most recent original date of hire with the District, and if equal, then the determination shall be made by the District according to skill, competency, and ability to perform, and if equal, then by lot.

**19.7 Reemployment Rights**

Laid-off persons are eligible for reemployment in a class from which they are laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff.

Their reemployment shall take precedence over any new applicants. In addition, they shall have the right to apply for promotional positions within the filing period specified in the Promotion Article of this Agreement and use their bargaining unit seniority therein for a period of thirty-nine (39) months following layoff.

**19.8 Voluntary Demotion or Voluntary Reduction in Hours**

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class based upon their prior hours worked or less as vacancies become available, in accordance with the Education Code, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

**19.9 Retirement in Lieu of Layoff**

**19.9.1** Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, or voluntary demotion, or reduction in assigned time. Such employees shall, within ten

(10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

**19.9.2** An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which layoffs occur shall be deemed to be permanently retired.

**19.9.3** Any election to retire after being placed on a reemployment list shall be deemed retirement in lieu of layoff within the meaning of this section.

**19.9.4** The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate their retired status.

#### **19.10 Seniority Roster**

The District shall maintain an updated seniority roster indicating the employee's class seniority (i.e. date of hire in the class plus higher classes). In addition to the requirements of Section 5.1.7, such roster shall be available to CSEA at any time upon reasonable request.

#### **19.11 Notification of Reemployment Opening**

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 to the last address given the District by the employee, and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.

#### **19.12 Employee Notification to District**

An employee shall notify the District of their intent to accept or refuse reemployment within three (3) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice, unless mutually agreed to the contrary.

#### **19.13 Reemployment in Highest Class**

Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

#### **19.14 Seniority During Involuntary Unpaid Status**

Upon return to work, the employee shall be restored to all the benefits and burdens of the classified service and the break in service shall be disregarded for seniority purposes only. During the layoff period the individual will not earn vacation, sick leave, holidays, or other leave benefits.

#### **19.15 Improper Layoff**

Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

#### **19.16 Effects of Layoff**

Upon request, CSEA shall have the right to negotiate the effects of layoff following notices of layoff being issued by the District.

## **ARTICLE XX**

### **DISCIPLINARY PROCEDURE**

#### **20.1 Termination of Probationary Employment**

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at their discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

#### **20.2 Demotion, Suspension, or Dismissal of Permanent Classified Employee**

A permanent classified employee may be demoted, suspended, or dismissed by the Superintendent, or in his absence by his designate, for cause as provided in Section 20.4 of this Article; provided however, that such action shall not be effective until written charges are filed and served upon the employee and the Board has taken action as herein provided.

#### **20.3 Timing of Cause for Discipline**

No discipline shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the service of written charges on the employee unless the cause was concealed or not disclosed by the employee when it could be reasonably assume the employee should have disclosed the facts to the employing district.

#### **20.4 Grounds for the Disciplinary Action or Dismissal of Permanent Classified Employee**

One or more of the following causes shall be grounds for suspension, demotion, or dismissal of any permanent classified employee:

- a. Incompetency.
- b. Inefficiency, carelessness, or negligence in the performance of duty or in the care of use of District property.
- c. Neglect of duty.
- d. Insubordination.
- e. Dishonesty.
- f. Drinking alcoholic beverages while on duty or in such close proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with them.
- g. Unlawfully possessing or being under the influence of a controlled substance at work or away from work or furnishing a controlled substance to a minor.
- h. Conviction of a felony, conviction of any sex offense made relevant by provision 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 their 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.
- i. Absence without leave.
- j. Discourteous treatment of the public, students, or other employees.
- k. Improper political activity.
- l. Willful disobedience.
- m. Falsifying any information supplied to the District, including, but not limited to: information supplied on application forms, employment records, or any other District records.
- n. Violation of any District, Board, or departmental rule, policy or procedure.

- o. Failure to possess or keep in effect any license, certificate, or other similar requirement specific in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- p. Any mental or physical disability which substantially limits one of life's major functions and precludes the employee from performing the essential functions of their position with or without reasonable accommodation.
- q. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.
- r. 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 of the United States occurring on the job or directly related thereto.
- s. Any employee charged with the commission of any sex offense as defined in education Code Section 44010 or any narcotics offense as defined in Section 44011 of the Education Code by complaint, information, or indictment filed in a court of competent jurisdiction may be suspended as provided for in Section 45304 of the Education Code.

This section shall not be construed to prevent layoffs for lack of work or lack of funds or placement on the 39 month reemployment list following exhaustion of all available paid and unpaid leaves.

#### **20.5 Meeting with Supervisor**

Prior to serving formal charges on a permanent employee, the District shall provide the employee with the opportunity to meet with the Assistant Superintendent or designee to discuss the specific disciplinary action under consideration. The employee shall have the right to have one (1) representative of their choice present from the bargaining unit. at this meeting, along with a CSEA Labor Relations Representative.

#### **20.6 Notice of Proposed Disciplinary Action to Permanent Classified Employee**

Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is served personally or when by US certified mail, postage prepaid and addressed to the last known address of the employee on record with the District. The notification to the employee shall contain the following:

- a. A statement of the disciplinary action recommended by the District (suspension without pay, demotion, dismissal, etc.).
- b. A statement of the cause or causes for the proposed disciplinary action.
- c. A statement of the charges containing the specific acts or omissions upon which the causes are based. If violation of a rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be set forth in the statement.
- d. A statement that the employee has a right to a hearing on such charges if demanded within five (5) days after service of the notice to the employee.
- e. A card or paper, the signing and filing of which with the Board of Trustees shall constitute a demand for hearing and denial of all charges.

#### **20.7 Employment Status Pending Hearing on Disciplinary Charges**

**20.7.1** Absent a decision by the Superintendent or designee that it is in the best interests of the District and/or the employee, students and staff to place an employee who is served

with a statement of charges for disciplinary action on administrative leave with pay, the employee shall remain on active duty and responsible for fulfilling the duties of their position pending the meeting with a "Skelly Officer" as set forth in section 20.8 of this Article.

**20.7.2** Nothing in this section shall be construed to prohibit the immediate unpaid suspension of the employee, without prior written notice of the charges or a conference, where the District determines such action is necessary to protect the health and safety of the employee, students, or staff or to preserve property. The District shall serve the employee personally or by US certified mail with written notice of the charges upon which the immediate unpaid suspension was based and advise the employee of their right to file a written response or to have a conference with the appropriate administrator. A reasonable opportunity shall be afforded the employee for a conference within five (5) working days from the date of immediate suspension without pay.

**20.7.3** Nothing herein shall limit the District's right to place any bargaining unit member on paid administrative leave at any time when the District determines such paid administrative leave is necessary for the good and sufficient operation of the District.

## **20.8 Pre-Removal Due Process Procedures ("Skelly Hearing")**

**20.8.1** Upon the filing of a request for hearing by an employee who has been served with charges for disciplinary action, the employee shall have the right to request a hearing with a member of the District administration ("Skelly Officer") who has not been involved in investigation or propounding the disciplinary charges and who has the authority to modify or rescind the charges.

**20.8.2** In addition to the written notice of the proposed disciplinary action as provided in section 20.6 of this Article, the employee shall be given written notice of the suspension without pay pending a hearing before the Board/hearing officer; the charges upon which that action is based; and of their right to present a preliminary response to those charges both orally at a conference and in writing.

**20.8.3** The employee shall be given notice of the suspension without pay pending a hearing before the Board/hearing officer on the employee's demotion, suspension or dismissal at least three (3) days in advance of the conference wherein the employee may provide their preliminary response to the charges.

**20.8.4** If the charges are modified by the Skelly Officer, the employee shall be informed of the specific nature of the modification and provided with written evidence, if any, to support the modifications.

## **20.9 Hearing on Suspension, Demotion, or Dismissal of Permanent Classified Employee**

The hearing shall be held at the earliest convenient date not less than five (5) days after receipt of the affected employee's demand for hearing, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing.

**20.9.1** The employee shall be entitled to appear personally at the hearing, produce evidence, and be represented by counsel and if the Board itself is hearing the matter, have the proceedings conducted in public upon request. Neither the Board nor a hearing officer shall be bound by rules of 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.

**20.9.2** If the case is heard by a hearing officer, they shall prepare a proposed decision containing findings of fact and conclusions of law 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 (i.e. the District administration and the affected employee) within ten days after the proposed decision is filed by the Board.

The Board may:

- a. Adopt the proposed decision in its entirety.
- b. Reduce the disciplinary action set forth in the proposed decision and adopt the balance of the proposed decision.
- c. Reject any reduction in disciplinary action proposed by the hearing officer, approve the disciplinary action as sought by the District or any lesser penalty, and adopt the balance of the proposed decision.
- d. Reject the proposed decision in its entirety.

(1) 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 may refer the case to the same or another hearing officer to take additional evidence.

(2) If the case is so assigned to a hearing officer, they shall prepare a proposed decision, based upon additional evidence; the transcript and other documents which are part of the record of the prior hearing. A copy of the proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.

## **20.10 Hearing Decision**

The decision of the Board shall be in writing and shall contain finding of fact and the disciplinary action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them. The decision of the Board shall be certified to the Superintendent or designee who recommended the disciplinary action, and they shall enforce and follow the decision. A copy of the decision shall be delivered to the employee or their designated representative personally or by certified mail. The decision of the Board shall be final.

## **20.11 Waiver of Hearing on Suspension, Demotion, or Dismissal of Permanent Classified Employee**

If the employee fails to make a timely request for a hearing, the Board of Trustees may act upon said charges without a hearing and without notice to the employee of the time and place of the Board's meeting to act on the charges.

## **ARTICLE XXI** **GRIEVANCE PROCEDURE**

**21.1** For the purpose of this Agreement, the term "grievance" means a dispute between the Association and the District, or between any employee and the District on any matter concerning the interpretation, application, claim of breach or violation of this Agreement.

**21.1.1** A “working day,” for the purposes of this article, shall be defined as any day the District Office is open for business.

**21.2 Step 1** -- If an employee believes they have cause for a grievance, they shall contact their immediate supervisor, alone, with, or through their Union Steward, in an attempt to settle the matter. If, after discussion with the immediate supervisor, the employee and/or the Union Steward do not believe the grievance has been properly adjudicated, the grievance may be reduced to writing. The grievance statement should include the following:

**21.2.1** A statement of the grievance clearly indicating the question raised by the grievance.

**21.2.2** The remedy or correction requested of the District.

**21.2.3** The grievance statement shall be signed by the aggrieved employee and may be signed by their Union Steward. The date and time of presentation shall be affixed thereto, and signed as received by the immediate supervisor.

**21.2.4** The immediate supervisor shall give their written answer to the grievance within five (5) working days from the time the written grievance is received. The supervisor’s answer shall include the following:

**21.2.5** A complete statement of the supervisor’s position and the facts upon which it is based.

**21.2.6** The remedy or correction which has been offered.

**21.3 Step 2** -- If the grievance is not settled satisfactorily at Step 1, an appeal can be filed within five (5) working days with the supervisor to whom the aggrieved employee’s immediate supervisor reports. Within ten (10) working days of receipt of the appeal, a hearing will be held. If requested by either party, the aggrieved employee, their Association President, or the employee’s immediate supervisor may attend the second-step hearing.

**21.3.1** The supervisor to whom the appeal is made shall give a written answer to the grievance within five (5) working days from the date of the hearing. That written answer shall include a complete statement of their position and the facts upon which it is based. It shall also include the remedy or correction offered.

**21.3.2** If the grievance is not settled satisfactorily at Step 2, it may be appealed to the Superintendent or their designated representative.

**21.4 Step 3** -- Within five (5) working days of receipt of appeal from Step 2, the Superintendent shall cause a hearing to be held. The Association or the District may request that other representatives participate in the hearing and the Association may request that other bargaining unit employees be called as witnesses.

**21.4.1** It is the intent of the parties to arrive at an equitable settlement of all third step grievances. Therefore, evidence presented at the third step hearing will reflect the total effort of the parties.

**21.4.2** A written disposition of the grievance shall be given by the Superintendent to the Association President, Union Steward, and the aggrieved employee(s) within five (5) working days following the hearing.

**21.5 Optional Step:** If the third step answer is not satisfactory, the grievance may be appealed to advisory arbitration by written request, or in lieu of advisory arbitration, proceed to the Board of Education by notifying the Superintendent within ten (10) working days of the receipt of Step 3 answer. The request shall include a copy of the grievance, the decisions rendered and the appeal request.

**21.5.1** The parties shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be by lot.

**21.5.2** The fees and expenses of the arbitrator and hearing shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them.

**21.5.3** The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to them. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and answers thereto at each step.

**21.5.4** The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

**21.5.5** After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing, to all parties their findings and recommendations.

**21.5.6** In the event that either party is not satisfied with the recommendation(s) of the advisory arbitrator, they may appeal the decision in writing within ten (10) working days after receipt to the Board of Trustees. The Board alone has the power to render a final and binding determination of a grievance. The recommendation of the arbitrator shall only be advisory and if, upon review, the Board of Trustees determines it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence.

**21.6 Step 4** -- (to be used only if advisory arbitration is not used)

**21.6.1** If the grievant decides to proceed to the Board of Trustees in lieu of advisory arbitration, the Superintendent shall be notified within ten (10) working days of receipt of the Step 3 answer.

**21.6.2** At the first regularly scheduled Board meeting, the grievance may be presented to the Board of Trustees in executive or public session. The Board alone has the right to render a final and binding decision on the grievance and no administrative appeals shall be made past the step; however, no rights of the grievant to legal action are abrogated.

**21.7 General**



**21.7.1** No matter shall be considered as a grievance under this Article unless it is presented in writing within twenty (20) working days after occurrence of the events on which the grievance is based, unless the aggrieved party did not know grounds existed for such a claim prior to the expiration of such twenty (20) working day period, in which case such grievance must be filed within fifteen (15) working days after discovery of the circumstances resulting in the grievance.

**21.7.2** If the grievance involves District wide policy, the grievance may be submitted at STEP 3.

**21.7.3** If the answer is not forthcoming within the time limits established in the grievance procedure, the moving party may process the grievance to the next highest step of the grievance procedure, and a hearing will be held the following workday. However, by mutual agreement, the applicable representatives of the parties may extend the time limit for a grievance for a specified period. If no answer to a grievance is forthcoming within the appropriate time limits and no mutual agreement to extend the time limits in writing has been made, then the grievance will automatically proceed to the next higher step.

**21.7.4** The CSEA President and CSEA Representative shall have the authority to settle grievances on behalf, and with the consent of the aggrieved party(ies).

**21.7.5** The aggrieved party shall be entitled to reasonable release time to prepare and process a grievance during normal working hours.

**21.7.6** An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. The exclusive representative shall be provided copies of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance, the exclusive representative shall be provided with a copy of the proposed decision for review. Any disagreement between the parties on whether or not the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure commencing at Step 3. CSEA shall not be liable for any costs incurred by any employee who elects to represent himself in the grievance procedure. Any employee electing to represent himself in the grievance procedure shall be liable for any cost incurred.

**21.7.7** Failure of the employee or CSEA to adhere to the submission deadlines shall mean the employee/CSEA is satisfied, with the decision rendered, at the latest step of the procedure and shall constitute a waiver of any further right to appeal.

## **ARTICLE XXII**

### **WORKING CONDITIONS**

#### **22.1 Emergency School Closure Days**

When emergency conditions exist (such as fire, water contamination, inclement weather, power shutoff days, pandemics, or other unforeseeable events), the Superintendent shall have the discretion to issue an Emergency School Closure (ESC) day. An ESC day, or partial day, shall close the District from student attendance. The following procedures will govern the classified service on days designated by the District as ESC days.

**22.1.1** Nine, ten, or eleven month employees shall report to work on ESC days only if directed to do so by their supervisor. Nine, ten, and eleven month employees who exceed the number of days worked, per their contracted work calendar, shall be compensated for additional days worked. Any days missed due to ESC shall be made up on School Calendar designated ESC make up days.

**22.1.1. a.** If the number of Emergency School Closure days exceeds the number of designated School Calendar Emergency School Closure make up days, nine, ten, or eleven month employees shall be paid for the remaining days.

**22.1.2** Twelve month employees shall report to work on ESC days unless notified by their supervisor not to report for work, in which case it shall be a paid day. Should the twelve month employee choose not to work on an ESC day or if they are unable to get to work safely, they may utilize any of the leave listed below.

- (1) Use Comp Time (already earned), if any
- (2) Floating Holiday
- (3) Vacation
- (4) Non-Compensated Day (Dock)
- (5) Personal Necessity (personal necessity leave cannot be used just because of the ESC, but for personal necessity related to the Emergency such as you are unable to get to work due to the snow; children would be home without supervision; or because the employee has exhausted all other paid leaves.)
- (6) Sick (only if sick)

**22.1.3** If the normal work schedule of a classified employee must be modified, the classified employee's normal work year may be reduced by a maximum of three (3) days without any loss in compensation.

## **ARTICLE XXIII**

### **SAFETY PROVISIONS**

**23.1** It is the desire of all concerned to maintain high standards for safety in order to eliminate as much as possible industrial accidents and illnesses.

**23.2** Upon request, the District agrees to facilitate safety committee meeting(s). The committee will consist of two (2) District representatives, and a minimum of two (2) representatives from CSEA.

**23.3** The duty of the safety committee shall be to review safety concerns and/or safety-related needs of the membership. The committee will immediately communicate valid safety concerns to appropriate District supervisors. Committee members may be delegated by District representatives serving on the committee to investigate unsafe working conditions and/or follow up with complainants.

**23.4** **Safety Committee Chairperson**

The chairperson of the safety committee will be selected by CSEA members on an as needed basis.

**23.5** If CSEA receives complaints regarding unsafe working conditions, it shall refer them to the safety committee, their direct supervisor, and site or district administration. If after a reasonable period of time the condition is not corrected or addressed, the employee organization may take the complaint to either the Board or CAL-OSHA.

### **23.6 Unsafe Job Claim**

**23.6.1** A classified employee who believes their job is not safe or might unduly endanger their's or other peoples' health shall report the condition at once, first to their supervisor. If the condition is not corrected, the employee should report it (preferably in writing) to the safety committee through its chairperson. If the condition is still not corrected, the employee may report it either to the Board or to CAL-OSHA.

**23.6.2** No classified employee shall be disciplined for refusing to work in a job that is not safe and which would unduly endanger their health or safety to endanger the health or safety of other persons.

**23.6.3** It shall be the duty of the safety committee to develop appropriate safety rules which will be made available to all employees.

## **ARTICLE XXIV SEVERABILITY**

### **24.1 Savings Clause**

If, during the life of this 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.

### **24.2 Replacement for Severed Provision**

In the event of a suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate, upon request, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section, if legally available.

## **ARTICLE XXV CONTRACTING AND BARGAINING UNIT WORK**

### **25.1 Restriction on Contracting Out**

During the life of this Agreement, the District agrees it will not contract out work which has been customarily and routinely performed by the bargaining unit employees, which will have the effect of displacing an existing classified employee.

### **25.2 Notice to CSEA**

Except as contained in 25.1 above, no contract for services which might affect employees in the bargaining unit shall be let until CSEA has been provided 10 days' advance notice of the award.

### **25.3 Bargaining Unit Work**

Supervisory or management employees whose job descriptions do not provide for work within a unit member's job, may not perform work within the job description of a bargaining unit employee which would have the effect of permanently displacing, or partially displacing, any bargaining unit employee.

## **ARTICLE XXVI** **NEGOTIATIONS**

**26.1 Notification and Public Notice** If either party desires to alter or amend this Agreement, it shall submit a full written proposal no later than March 15th to the other party to begin the public notice requirements at the next regular board meeting.

**26.2 Commencement of Negotiations** Following completion of the public notice requirement, and not later than forty-five (45) days following public presentation of the first proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

**26.3 Release Time for Negotiations** CSEA shall have the right to designate no more than four (4) employees, in addition to the Chapter President, who shall be given reasonable release time to prepare for and participate in negotiations. If the District chooses to appoint more than five (5) to the District bargaining team, CSEA shall have the right to appoint additional bargaining team members to equal the number on the District bargaining team.

**26.4 Ratification of Additions or Changes** Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

### **26.5 Other Agreements**

a. All individual agreements, whether oral or written, which may exist between the District and any employees coming within the jurisdiction of this Agreement, shall terminate upon the execution of this Agreement.

b. The parties acknowledge the understanding and agreements arrived at by the parties are set forth in this Agreement. Therefore, the parties agree the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

c. This section shall not preclude the parties from making changes or amendments whether referred to or covered by this Agreement by mutual agreement.

## **ARTICLE XXVII** **USE OF TECHNOLOGY**

### **27.1 Surveillance/Video Cameras**

**27.1.1** The District may employ the use of video devices in non-classroom and other areas of district owned sites, per Board Policy and Administrative Regulation 3515, while respecting the rights of bargaining unit members.

**27.1.2** The District may utilize video recording devices to protect district equipment, materials and facilities, and to provide safety oversight for students, staff, and community. The District agrees to post signage, or to otherwise notify unit members working in proximity to such locations of the existence of video recording devices and the possibility of activities being recorded.

**27.1.3** Video surveillance or recording devices shall not be used for classified performance evaluation and may not be used for day to day monitoring or discipline of classified employees, absent a complaint received by the District from the public, staff, board or administration, or an incidental finding of egregious employee action/negligence.

**27.1.4** Notwithstanding section 27.1.3, should the District receive a verbal or written incident report of an action that violates Board Policy or provisions of the CSEA contract, the District shall be able to utilize video recordings to confirm or deny such reports. Should an investigation be required as a result of a reported incident, such recordings may be utilized for investigative purposes and serve as evidence for possible disciplinary action. The Union Steward/Union Representative has a right to observe surveillance images at least two (2) working days prior to the initial investigation meeting involving the employee. Any additional surveillance images discovered during an investigation shall be provided to the Union Steward/Union Representative at any point during the investigation process.

**27.1.5** Authority to monitor and review video, recording devices, and footage shall be designated by district and site administration in accordance with Board Policy and Administrative Regulation 3515. Authorized users shall include district and site administration, technology staff, campus supervisors, and when needed, administrative designees, for specific purposes only.

**ARTICLE XXVIII**  
**DURATION**

**28.1 Length of Agreement:**

This agreement shall be in full force and effect from July 1, 2021 through June 30, 2024 and shall remain in effect until a successor agreement is negotiated by the parties.

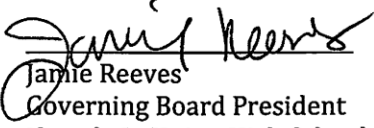
For the 2022-2023 school year, there will be re-openers in the following area:

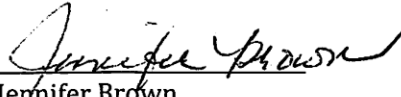
1. Existing salary schedule;
2. Health benefit coverage; and
3. Two articles of each party's choice.

For the 2023-2024 school year, there will be re-openers in the following areas:

1. Existing salary schedule;
2. Health benefit coverage; and
3. Two articles of each party's choice.

Signed and entered into this 20<sup>th</sup> day of July 2021.

  
Jamie Reeves  
Governing Board President  
Nevada Jt. Union High School District

  
Jennifer Brown  
Chapter President  
California School Employees Association, Chapter 165

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
CLASSIFIED PERSONNEL CLASSIFICATIONS  
2021-2022**

<b>TITLE</b>	<b>CLASSIFICATION</b>	<b>RANGE</b>
<b><u>ACCOUNT EMPLOYEES</u></b>		
	Accountant I	25
	Accountant II	28
	Accountant III	39
<b><u>DISTRICT COORDINATORS</u></b>		
	District Testing & Accountability Coordinator	23
	District Scholarship/Fund Development Coordinator	23
<b><u>TECHNOLOGY</u></b>		
	Technology Services Technician I	20
	Technology Support Assistant	21
	Technology Services Technician II	26
	Technology Services Technician III	31
	Network and Computer Support Tech	36
	Data Analyst I	36
	Data Analyst II	40
	Network and Systems Engineer	48
<b><u>SITE OPERATIONS</u></b>		
	Custodian	18
	Maintenance I/Grounds I	18
	Groundskeeper II	21
	Lead Custodian	22
	Single Site Custodian	22
	Maintenance II	22
	Multi Site Operations Manager	29
	Maintenance and Improvement Team Leader	29
	Operations Manager	32
<b><u>INSTRUCTIONAL AIDES</u></b>		
	English Language Learner Aide	14
	Music Accompanist	14
	Paraeducator Special Education	15
	Paraeducator Technology Education	18
	Paraeducator Specialized Health Care	18
	Paraeducator Behavioral Assistant	18
	Paraeducator Intervention	18
	Paraeducator Workability/Job Developer	19
	Paraeducator Bilingual/ELL	20
	LVN/Paraeducator, Specialized Physical Health Care	29
<b><u>SECRETARIES</u></b>		
	Program Secretary	20
	Secretary to the Assistant Principal	21
	Special Education Secretary	22

	Secretary to the Principal – Alternative High School	27
	Secretary to the Principal - Comprehensive High School	30
<b><u>CAFETERIA</u></b>		
	Food Service Worker	13
	Food Service Assistant Manager	15
	Food Service Manager	22
<b><u>CLERICAL TECHNICIANS</u></b>		
	Special Education IEP Technician	18
	Library Assistant	19
	School Site Technician	20
	Activities/Athletics Technician	20
	Student Services Specialist	20
	Health Services Specialist	20
	Guidance Specialist	21
	Student Activities Account Technician	23
<b><u>OTHER POSITIONS</u></b>		
	Delivery Person	14
	Special Needs Driver	18
	CTE Program Driver	18
	Campus Supervisor	20
	District Receptionist/Office Assistant	23
	Intervention Case Manager	26
	Special Education Speech and Language Pathology Assistant	29
	Theater Manager	36
	AFLP/Teen Parent Case Manager	36
	Administrative Assistant – Planning and Construction	44



**Classified Bargaining Unit Salary Schedule  
2021-22**

NEVADA JOINT UNION HIGH SCHOOL DISTRICT																			
SALARY SCHEDULE 54: CLASSIFIED HOURLY RATE																			
JULY 1, 2021 - JUNE 30, 2022																			
	STEP \																		
	1	2	3	4	5	6	7	8	ALL POSITIONS MAY BE NINE, TEN, ELEVEN OR TWELVE MONTH AND WORK BETWEEN ONE TO EIGHT HOURS PER DAY										
RANGE \																			
8 0	12.93	13.58	14.29	15.02	15.74	16.52	17.40	18.24											
8 3	13.33	13.99	14.72	15.46	16.21	17.03	17.93	18.77											
8 4	13.46	14.12	14.84	15.63	16.37	17.20	18.08	18.97											
8 5	13.58	14.26	14.99	15.76	16.53	17.35	18.26	19.14											
9 0	13.26	13.93	14.65	15.39	16.19	16.93	17.82	18.74											
9 3	13.66	14.34	15.09	15.84	16.68	17.46	18.33	19.31											
9 4	13.80	14.50	15.23	16.01	16.83	17.62	18.53	19.48											
9 5	13.93	14.62	15.38	16.17	17.00	17.79	18.70	19.68											
10 0	13.58	14.29	15.02	15.74	16.52	17.40	18.24	19.17											
10 3	13.99	14.72	15.46	16.21	17.03	17.93	18.77	19.76											
10 4	14.12	14.84	15.63	16.37	17.20	18.08	18.97	19.94											
10 5	14.26	14.99	15.76	16.53	17.35	18.26	19.14	20.15											
11 0	13.93	14.65	15.39	16.19	16.93	17.82	18.74	19.67											
11 3	14.34	15.09	15.84	16.68	17.46	18.33	19.31	20.25											
11 4	14.50	15.23	16.01	16.83	17.62	18.53	19.48	20.46											
11 5	14.62	15.38	16.17	17.00	17.79	18.70	19.68	20.63											
12 0	14.29	15.02	15.74	16.52	17.40	18.24	19.17	20.12											
12 3	14.72	15.46	16.21	17.03	17.93	18.77	19.76	20.73											
12 4	14.84	15.63	16.37	17.20	18.08	18.97	19.94	20.93											
12 5	14.99	15.76	16.53	17.35	18.26	19.14	20.15	21.12											
13 0	14.65	15.39	16.19	16.93	17.82	18.74	19.67	20.64	FOOD SERVICE WORKER.										
13 3	15.09	15.84	16.68	17.46	18.33	19.31	20.25	21.28											
13 4	15.23	16.01	16.83	17.62	18.53	19.48	20.46	21.49											
13 5	15.38	16.17	17.00	17.79	18.70	19.68	20.63	21.68											
14 0	15.02	15.74	16.52	17.40	18.24	19.17	20.12	21.16	DELIVERY PERSON * ENGLISH LANGUAGE LEARNER AIDE * MUSIC ACCOMPANIST.										
14 3	15.46	16.21	17.03	17.93	18.77	19.76	20.73	21.79											
14 4	15.63	16.37	17.20	18.08	18.97	19.94	20.93	22.01											
14 5	15.76	16.53	17.35	18.26	19.14	20.15	21.12	22.23											

15 0	15.39	16.19	16.93	17.82	18.74	19.67	20.64	21.67	FOOD SERVICE ASSISTANT MANAGER *PARAEDUCATOR SPECIAL EDUCATION.								
15 3	15.84	16.68	17.46	18.33	19.31	20.25	21.28	22.32									
15 4	16.01	16.83	17.62	18.53	19.48	20.46	21.49	22.55									
15 5	16.17	17.00	17.79	18.70	19.68	20.63	21.68	22.77									
16 0	15.74	16.52	17.40	18.24	19.17	20.12	21.16	22.22									
16 3	16.21	17.03	17.93	18.77	19.76	20.73	21.79	22.87									
16 4	16.37	17.20	18.08	18.97	19.94	20.93	22.01	23.11									
16 5	16.53	17.35	18.26	19.14	20.15	21.12	22.23	23.34									
17 0	16.19	16.93	17.82	18.74	19.67	20.64	21.67	22.78									
17 3	16.68	17.46	18.33	19.31	20.25	21.28	22.32	23.45									
17 4	16.83	17.62	18.53	19.48	20.46	21.49	22.55	23.71									
17 5	17.00	17.79	18.70	19.68	20.63	21.68	22.77	23.91									
18 0	16.52	17.40	18.24	19.17	20.12	21.16	22.22	23.36	CUSTODIAN * GROUNDS I * MAINTENANCE I * PARAEDUCATOR SPECIALIZED								
18 3	17.03	17.93	18.77	19.76	20.73	21.79	22.87	24.05	HEALTH CARE * PARAEDUCATOR INTERVENTION * PARAEDUCATOR TECHNOLOGY EDUCATION * SPECIAL EDUCATION								
18 4	17.20	18.08	18.97	19.94	20.93	22.01	23.11	24.29	IEP TECHNICIAN * SPECIAL NEEDS DRIVER.								
18 5	17.35	18.26	19.14	20.15	21.12	22.23	23.34	24.51									
19 0	16.93	17.82	18.74	19.67	20.64	21.67	22.78	23.87	LIBRARY ASSISTANT * PARAEDUCATOR BEHAVIORAL ASSISTANT * PARAEDUCATOR WORKABILITY/JOB DEVELOPMENT.								
19 3	17.46	18.33	19.31	20.25	21.28	22.32	23.45	24.58									
19 4	17.62	18.53	19.48	20.46	21.49	22.55	23.71	24.83									
19 5	17.79	18.70	19.68	20.63	21.68	22.77	23.91	25.05									
20 0	17.40	18.24	19.17	20.12	21.16	22.22	23.36	24.51	ACTIVITIES/ATHLETIC TECHNICIAN * HEALTH SERVICES SPECIALIST * SCHOOL SITE TECHNICIAN * PARAEDUCATOR								
20 3	17.93	18.77	19.76	20.73	21.79	22.87	24.05	25.24	BILINGUAL/ELL * PROGRAM SECRETARY * STUDENT SERVICES SPECIALIST * TECHNOLOGY SERVICES TECHNICIAN I *								
20 4	18.08	18.97	19.94	20.93	22.01	23.11	24.29	25.49	CAMPUS SUPERVISOR effective March 5, 2020.								
20 5	18.26	19.14	20.15	21.12	22.23	23.34	24.51	25.73									
21 0	17.82	18.74	19.67	20.64	21.67	22.78	23.87	25.05	GROUNDSKEEPER II * GUIDANCE SPECILIST * SECRETARY TO THE ASSISTANT PRINCIPAL * TECHNOLOGY SUPPORT ASSISTANT.								
21 3	18.33	19.31	20.25	21.28	22.32	23.45	24.58	25.82									
21 4	18.53	19.48	20.46	21.49	22.55	23.71	24.83	26.07									
21 5	18.70	19.68	20.63	21.68	22.77	23.91	25.05	26.32									

22 0	18.24	19.17	20.12	21.16	22.22	23.36	24.51	25.72	MAINTENANCE II * CUSTODIAN NIGHT SUPERVISOR * SINGLE SITE CUSTODIAN * SPECIAL EDUCATION SECRETARY * FOOD										
22 3	18.77	19.76	20.73	21.79	22.87	24.05	25.24	26.49	SERVICE MANAGER.										
22 4	18.97	19.94	20.93	22.01	23.11	24.29	25.49	26.77											
22 5	19.14	20.15	21.12	22.23	23.34	24.51	25.73	27.02											
23 0	18.74	19.67	20.64	21.67	22.78	23.87	25.05	26.34	DISTRICT SCHOLARSHIP/FUND DEVELOPMENT * DISTRICT TESTING AND ACCOUNTABILIY COORDINATOR * STUDENT ACTIVITIES										
23 3	19.31	20.25	21.28	22.32	23.45	24.58	25.82	27.13	ACCOUNT TECHNICIAN * DISTRICT RECEPTIONIST.										
23 4	19.48	20.46	21.49	22.55	23.71	24.83	26.07	27.39											
23 5	19.68	20.63	21.68	22.77	23.91	25.05	26.32	27.66											
24 0	19.17	20.12	21.16	22.22	23.36	24.51	25.72	27.02											
24 3	19.76	20.73	21.79	22.87	24.05	25.24	26.49	27.82											
24 4	19.94	20.93	22.01	23.11	24.29	25.49	26.77	28.09											
24 5	20.15	21.12	22.23	23.34	24.51	25.73	27.02	28.37											
25 0	19.67	20.64	21.67	22.78	23.87	25.05	26.34	27.68	ACCOUNTNT I.										
25 3	20.25	21.28	22.32	23.45	24.58	25.82	27.13	28.51											
25 4	20.46	21.49	22.55	23.71	24.83	26.07	27.39	28.77											
25 5	20.63	21.68	22.77	23.91	25.05	26.32	27.66	29.06											
26 0	20.12	21.16	22.22	23.36	24.51	25.72	27.02	28.37											
26 3	20.73	21.79	22.87	24.05	25.24	26.49	27.82	29.21	TECHNOLOGY SERVICES TECHNICIAN II * INTERVENTION CASE MANAGER.										
26 4	20.93	22.01	23.11	24.29	25.49	26.77	28.09	29.52											
26 5	21.12	22.23	23.34	24.51	25.73	27.02	28.37	29.78											
27 0	20.64	21.67	22.78	23.87	25.05	26.34	27.68	29.05	SECRETARY TO THE PRINCIPAL - ALTERNATIVE HIGH SCHOOL.										
27 3	21.28	22.32	23.45	24.58	25.82	27.13	28.51	29.92											
27 4	21.49	22.55	23.71	24.83	26.07	27.39	28.77	30.21											
27 5	21.68	22.77	23.91	25.05	26.32	27.66	29.06	30.49											
28 0	21.16	22.22	23.36	24.51	25.72	27.02	28.37	29.78	ACCOUNTANT II.										
28 3	21.79	22.87	24.05	25.24	26.49	27.82	29.21	30.69											
28 4	22.01	23.11	24.29	25.49	26.77	28.09	29.52	31.00											
28 5	22.23	23.34	24.51	25.73	27.02	28.37	29.78	31.30											

29 0	21.67	22.78	23.87	25.05	26.34	27.68	29.05	30.50	LVN / PARAEDUCATOR SPECIALIZED PHYSICAL HEALTH CARE POSITION *MAINTENANCE AND IMPROVEMENT TEAM									
29 3	22.32	23.45	24.58	25.82	27.13	28.51	29.92	31.42	LEADER effective March 5, 2020.									
29 4	22.55	23.71	24.83	26.07	27.39	28.77	30.21	31.71										
29 5	22.77	23.91	25.05	26.32	27.66	29.06	30.49	32.02										
30 0	22.22	23.36	24.51	25.72	27.02	28.37	29.78	31.30	SECRETARY TO THE PRINCIPAL - COMPREHENSIVE HIGH SCHOOL.									
30 3	22.87	24.05	25.24	26.49	27.82	29.21	30.69	32.22										
30 4	23.11	24.29	25.49	26.77	28.09	29.52	31.00	32.55										
30 5	23.34	24.51	25.73	27.02	28.37	29.78	31.30	32.86										
31 0	22.78	23.87	25.05	26.34	27.68	29.05	30.50	32.01	TECNOLOGY SERVICES TECHNICIAN III									
31 3	23.45	24.58	25.82	27.13	28.51	29.92	31.42	32.96										
31 4	23.71	24.83	26.07	27.39	28.77	30.21	31.71	33.30										
31 5	23.91	25.05	26.32	27.66	29.06	30.49	32.02	33.62										
32 0	23.36	24.51	25.72	27.02	28.37	29.78	31.30	32.85	OPERATIONS MANAGER.									
32 3	24.05	25.24	26.49	27.82	29.21	30.69	32.22	33.84										
32 4	24.29	25.49	26.77	28.09	29.52	31.00	32.55	34.19										
32 5	24.51	25.73	27.02	28.37	29.78	31.30	32.86	34.49										
33 0	23.87	25.05	26.34	27.68	29.05	30.50	32.01	33.62										
33 3	24.58	25.82	27.13	28.51	29.92	31.42	32.96	34.60										
33 4	24.83	26.07	27.39	28.77	30.21	31.71	33.30	34.95										
33 5	25.05	26.32	27.66	29.06	30.49	32.02	33.62	35.31										
34 0	24.51	25.72	27.02	28.37	29.78	31.30	32.85	34.49										
34 3	25.24	26.49	27.82	29.21	30.69	32.22	33.84	35.52										
34 4	25.49	26.77	28.09	29.52	31.00	32.55	34.19	35.89										
34 5	25.73	27.02	28.37	29.78	31.30	32.86	34.49	36.22										
35 0	25.05	26.34	27.68	29.05	30.50	32.01	33.62	35.32										
35 3	25.82	27.13	28.51	29.92	31.42	32.96	34.60	36.36										
35 4	26.07	27.39	28.77	30.21	31.71	33.30	34.95	36.72										
35 5	26.32	27.66	29.06	30.49	32.02	33.62	35.31	37.08										

36 0	25.72	27.02	28.37	29.78	31.30	32.85	34.49	36.21										
36 3	26.49	27.82	29.21	30.69	32.22	33.84	35.52	37.30										
36 4	26.77	28.09	29.52	31.00	32.55	34.19	35.89	37.68										
36 5	27.02	28.37	29.78	31.30	32.86	34.49	36.22	38.03										
37 0	26.34	27.68	29.05	30.50	32.01	33.62	35.32	37.08										
37 3	27.13	28.51	29.92	31.42	32.96	34.60	36.36	38.20										
37 4	27.39	28.77	30.21	31.71	33.30	34.95	36.72	38.57										
37 5	27.66	29.06	30.49	32.02	33.62	35.31	37.08	38.94										
38 0	27.02	28.37	29.78	31.30	32.85	34.49	36.21	38.03										
38 3	27.82	29.21	30.69	32.22	33.84	35.52	37.30	39.17										
38 4	28.09	29.52	31.00	32.55	34.19	35.89	37.68	39.57										
38 5	28.37	29.78	31.30	32.86	34.49	36.22	38.03	39.93										
39 0	27.68	29.05	30.50	32.01	33.62	35.32	37.08	38.91	ACCOUNTANT III.									
39 3	28.51	29.92	31.42	32.96	34.60	36.36	38.20	40.09										
39 4	28.77	30.21	31.71	33.30	34.95	36.72	38.57	40.49										
39 5	29.06	30.49	32.02	33.62	35.31	37.08	38.94	40.86										
40 0	28.37	29.78	31.30	32.85	34.49	36.21	38.03	39.94	DATA SPECIALIST.									
40 3	29.21	30.69	32.22	33.84	35.52	37.30	39.17	41.15										
40 4	29.52	31.00	32.55	34.19	35.89	37.68	39.57	41.52										
40 5	29.78	31.30	32.86	34.49	36.22	38.03	39.93	41.95										
41 0	29.05	30.50	32.01	33.62	35.32	37.08	38.91	40.89										
41 3	29.92	31.42	32.96	34.60	36.36	38.20	40.09	42.10										
41 4	30.21	31.71	33.30	34.95	36.72	38.57	40.49	42.52										
41 5	30.49	32.02	33.62	35.31	37.08	38.94	40.86	42.92										
42 0	29.78	31.30	32.85	34.49	36.21	38.03	39.94	41.96										
42 3	30.69	32.22	33.84	35.52	37.30	39.17	41.15	43.21										
42 4	31.00	32.55	34.19	35.89	37.68	39.57	41.52	43.62										
42 5	31.30	32.86	34.49	36.22	38.03	39.93	41.95	44.05										
43 0	30.50	32.01	33.62	35.32	37.08	38.91	40.89	42.89										
43 3	31.42	32.96	34.60	36.36	38.20	40.09	42.10	44.19										
43 4	31.71	33.30	34.95	36.72	38.57	40.49	42.52	44.61										
43 5	32.02	33.62	35.31	37.08	38.94	40.86	42.92	45.03										

44 0	31.30	32.85	34.49	36.21	38.03	39.94	41.96	44.04	ADMIN ASSISTANT PLANNING AND CONSTRUCTION.									
44 3	32.22	33.84	35.52	37.30	39.17	41.15	43.21	45.37										
44 4	32.55	34.19	35.89	37.68	39.57	41.52	43.62	45.80										
44 5	32.86	34.49	36.22	38.03	39.93	41.95	44.05	46.24										
45 0	32.01	33.62	35.32	37.08	38.91	40.89	42.89	45.04										
45 3	32.96	34.60	36.36	38.20	40.09	42.10	44.19	46.41										
45 4	33.30	34.95	36.72	38.57	40.49	42.52	44.61	46.84										
45 5	33.62	35.31	37.08	38.94	40.86	42.92	45.03	47.29										
46 0	32.85	34.49	36.21	38.03	39.94	41.96	44.04	46.25										
46 3	33.84	35.52	37.30	39.17	41.15	43.21	45.37	47.65										
46 4	34.19	35.89	37.68	39.57	41.52	43.62	45.80	48.12										
46 5	34.49	36.22	38.03	39.93	41.95	44.05	46.24	48.58										
47 0	33.62	35.32	37.08	38.91	40.89	42.89	45.04	47.31										
47 3	34.60	36.36	38.20	40.09	42.10	44.19	46.41	48.73										
47 4	34.95	36.72	38.57	40.49	42.52	44.61	46.84	49.19										
47 5	35.31	37.08	38.94	40.86	42.92	45.03	47.29	49.68										
48 0	34.49	36.21	38.03	39.94	41.96	44.04	46.25	48.56	NETWORK SYSTEMS ENGINEER.									
48 3	35.52	37.30	39.17	41.15	43.21	45.37	47.65	50.01										
48 4	35.89	37.68	39.57	41.52	43.62	45.80	48.12	50.50										
48 5	36.22	38.03	39.93	41.95	44.05	46.24	48.58	50.99										
Annual longevity increments are based on anniversary date.									Each classified employee whose work schedule includes hours between 6:00 p.m.and midnight shall receive an additional \$319.08 per year.									
3% of base salary from 10th through 14th year,									Each classified employee w hose w ork schedule extends beyond midnight shall receive an additional \$638.04 per year.									
4% of base salary from 15th through 19th year.									No employee shall receive both the \$318.08 and \$638.04 additional salary.									
5% of base salary from 20th year forw ord.									Degree stipand annually									
Effective 7/1/98									Associate degree     \$500.00									
									Bachelor degree     \$1,000.00									
BOARD APPROVED: 8/11/2021									Degree stipend is non-cumulative (highest degree only									
									Part-time or substitute w ill be paid on step 1 of the appropriate   range.									

**APPENDIX B(1)**

NEVADA JOINT UNION HIGH SCHOOL DISTRICT									
CLASSIFIED MISCELLANEOUS EXTRA-DUTY, STIPEND SALARY SCHEDULE									
Effective January 1, 2022									
<u>EXTRA –DUTY ASSIGNMENT</u>				<u>HOURLY RATE</u>		<u>OVERTIME RATE</u>			
Ticket-Takers/Ticket-Sellers/ Parking Monitors/ Ambulance Gate Keepers				*	\$ 15.00			\$	22.50
Detention				*	\$ 15.00			\$	22.50
SSC Community Service				*	\$ 15.00			\$	22.50
Tutorial					\$ 15.87			\$	23.81
GED Testing					\$ 15.87			\$	23.81
Readers				*	\$ 15.00			\$	22.50
<u>STIPEND</u>				<u>ANNUAL AMOUNT</u>		<u>MONTHLY AMOUNT</u> (Sept-June)			
TUPE COORDINATOR				\$1,000				\$100	
A/E CHILD CARE COORDINATOR				\$3,500				\$350	



**Nevada Joint Union High School District  
PERFORMANCE EVALUATION  
FOR CLASSIFIED EMPLOYEES**

Date \_\_\_\_\_

Name \_\_\_\_\_ Probationary \_\_\_\_\_

Job Classification \_\_\_\_\_ Permanent \_\_\_\_\_

<b>JOB KNOWLEDGE</b>	<b>Meets or Exceeds Standards</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>	<b>Not Applicable</b>
Knowledge of duties and responsibilities of the employee's position				
Knowledge of the use of all equipment in the designated areas				
Knowledge of safety practices for employee's area				
Understands job appropriate policies and procedures				

Comments/Recommendation:

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<b>PERFORMANCE OF DUTIES</b>	<b>Meets or Exceeds Standards</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>	<b>Not Applicable</b>
Performs duties accurately				
Performs duties in a timely manner				
Follows directions of supervisor(s)				
Works well with minimal supervision				
Works well with minimum directions				
Maintains a safe and orderly work environment				
Maintains equipment and supplies				

Comments/Recommendations:

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<b>INTERPERSONAL SKILLS</b>	<b>Meets or Exceeds Standards</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>	<b>Not Applicable</b>
Positive rapport and interaction with staff				
Positive rapport and interaction with parents/public				
Positive rapport and interaction with students				
Consistently demonstrates a courteous, cooperative, and friendly attitude				

Comments/Recommendations:

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WORK ETHIC	Meets or Exceeds Standards	Needs Improvement	Unsatisfactory	Not Applicable
Demonstrates initiative				
Exhibits honesty and reliability				
Adheres to attendance guidelines and policies				
Attendance supports the organization's work flow				
Conforms to assigned work hours (punctuality)				
Wears appropriate work attire for job duties and responsibilities				
Maintains confidentiality				

Comments/Recommendation:

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ADMINISTRATOR'S COMMENDATIONS:

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ADMINISTRATOR'S RECOMMENDATIONS:

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EMPLOYEE COMMENTS (Optional):

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OVERALL WORK PERFORMANCE:

\_\_\_\_\_ Meets or Exceeds Standards

\_\_\_\_\_ Needs Improvement\*

\_\_\_\_\_ Unsatisfactory\*                      \*Requires recommendation for improvement

Signature of Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

The employee's signature below does not necessarily constitute agreement with the administrator's notations.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

***Per Article IV Employee Rights, the employee shall have ten (10) business days from the day of the Final Evaluation to submit a rebuttal.***

Comments by employee are: \_\_\_\_\_ Attached      \_\_\_\_\_ Not Attached

**RETIREE HEALTH AND WELFARE BENEFIT PLAN**

CONTRACT LANGUAGE WINDOW	The 1999-2021 retiree health and welfare benefit program ("plan") shall be in effect for eligible employees who retire through June 20, 2021. The plan under Article 12.5.2 will take effect on July 1, 2021.
RETIREE ELIGIBILITY	Length of service for purposes of program eligibility shall be determined pursuant to the standards of Public Employees Retirement System ("PERS").
COVERAGE	Retiree and spouse.
BENEFIT MAXIMUM	Up to a maximum of \$5,387 per year for a total of eight (8) years provided to our retirees (or until Medicare eligibility date-age 65).
BENEFIT OPTIONS	<p>Participants in the retiree health and welfare benefit program shall have no vested rights to any specific health and welfare plan or benefit program. Except as set forth below, participants shall be required to choose from among the medical, dental and vision plans and benefit programs that are in effect in the District in any given year. No plan participant shall be entitled to a reimbursement or refund for selecting coverage at a cost of less than the benefit maximum per year. In order to remain eligible to continue participation in the benefit plan, all Medicare eligible participants shall access Medicare parts A and B for primary coverage.</p> <p>Any time a retiree plan participant who is receiving the plan's benefits returns to District employment on a permanent basis, they shall be ineligible for plan participation and shall forfeit remaining years in the plan.</p>
NOTIFICATION	This contract appendix constitutes District and CSEA notice of this plan to all CSEA Chapter 165 members.
RETIREE CONTRIBUTIONS	The retiree is responsible for any difference in premium between the plan(s) selected and the \$5,387 yearly benefit maximum.
DEATH BEFORE RETIREE ELIGIBILITY	No benefit through this plan. However, spouses may access coverage through Article XII, section 12.5.
DEATH AFTER RETIREE ELIGIBILITY	Eligible spouse will continue to receive remaining benefits. Thereafter, spouse may elect to access benefits through Article XII, section 12.5.

#### DISPUTE RESOLUTION

Committee will resolve disputes regarding eligibility as set forth in the dispute resolution procedures.

#### GOVERNANCE

Governance of Appendix D shall be under the control of an established Health and Welfare Benefit Plan Committee composed of the following CSEA chapter members: CSEA President, CSEA Pre-Retirement Representative, 1 Representative from Nevada Union High School, 1 Representative from Bear River High School, 1 Representative from an alternative high school site.

**DISPUTE RESOLUTION**

In the event an employee is denied eligibility or disputes the level of benefits to be received in connection with their anticipated retirement at the end of a school year, the employee may have the matter referred to a dispute resolution committee. The committee shall be comprised of two members designated by the district, two members designated by CSEA Chapter 165, and one non-District employee. Disputes concerning eligibility determinations or the proposed level of benefits shall be resolved according to the following procedures:

1. Within ten (10) calendar days of receiving an adverse eligibility determination the affected employee shall notify the Superintendent, in writing, that they want the determination reviewed by the committee.
2. The Superintendent shall contact all committee members and make all reasonable attempts to convene a meeting within thirty (30) days following receipt of the affected employee's request.
3. The committee shall convene and review all pertinent documentation, including, but not limited to, the eligibility requirements set forth in the Plan document, financial and or investment records related to the Plan, and any relevant personnel records related to the eligibility standards and the affected employee.
4. The committee shall render a decision, in writing, within ten (10) calendar days following the review meeting. The decision shall be by simple majority vote, with copies furnished to all interested parties. The committee's decision shall be final and binding.

**SIDE LETTER AGREEMENTS**

May 27, 2015  
SIDE LETTER OF AGREEMENT  
Between the  
NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
And the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, No. 165

EFFECTS OF LAYOFF/REDUCTION IN HOURS

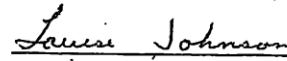
The Nevada Joint Union High School District ("District") and the California School Employees Association, No. 165 ("CSEA") hereby enter into the following Side Letter of Agreement fully and finally resolving their negotiations regarding the effects of the classified employee layoffs that will be effective for the 2015-2016 school year.

1. The District and CSEA agree that Donna Finch, Hourly Program Clerical Support (Range 17, 10 mo/year, 3.6 hrs/day), who received a layoff notice at the end of the 2014/15 school year, be offered the Partnership Academy Secretary position, renamed as Program Secretary, Range 20; 10 months per year, 3.6 hours per day, effective at the beginning of the 2015/16 school year.
2. The District and CSEA agree that Cynthia Highley, LVN/Paraeducator Specialized Health Care (Range 29, 7.5 hrs/day, 9 mo/year), who received a layoff notice at the end of the 2014/15 school year, be offered a position as Paraeducator Specialized Health Care, Range 18, 6.5 hours per day, 9 months per year, effective at the beginning of the 2015/16 school year.
3. The District and CSEA agree that Dana Deily, Paraeducator Special Education, Range 15, 9 months per year, be reduced from 7 hours per day to 6.5 hours per day effective for the 2015/16 school year.

Date: 5-27-15

  
Kevin Atkins, CSEA President

Date: 5-27-15

  
Louise Johnson, Superintendent

BOARD APPROVED

DATE: ENTERED JUN 10 2015

Side Letter of Agreement  
Between  
Nevada Joint Union High School District  
and  
California School Employees Association-Chapter 165

*Ratified 1/18/22*

The following is a Side Letter of Agreement between Nevada Joint Union High School District ("District") and California School Employees Association and its Chapter No. 165 ("CSEA") regarding restoration of the language, for employees hired before and after the date of July 1, 1997, as it pertains to Article XII-Section 12.2.1.

Whereas, it has been determined the CSEA bargaining unit has three remaining members who have continuously realized the July 1, 1997 provision previously set forth in Article XII-Section 12.2.1 since its inception.

Whereas, removal of the date in the language of Article XII-Section 12.2.1 would eliminate this benefit for these three long standing unit members.

NOW THEREFORE, the District and CSEA agree to the following language restoration for Article XII-Section 12.2.1 to include the July 1, 1997 language in bold below:

12.2 Eligibility

12.2.1 All employees in the bargaining unit, hired before July 1, 1997, who have continuously worked at least four (4) hours per day shall be covered under the programs provided in Section 12.1 of the Article in accordance with those sections. Employees shall be enrolled in insurance programs, on the first of the month, following fulfillment of the eligibility requirement. Employees hired after July 1, 1997 and working less than seven hours per day will have prorated benefits and pay the district a portion of the benefit coverage cost as follows:

4 - 4.99 hours	50.0 %
5 - 5.99 hours	62.5 %
6 - 6.99 hours	75.0 %
7 + hours	100 %

BOARD APPROVED  
DATE: 2/19/22

Dated: 1/7/22

CSEA-165 Representative: Jennifer Brown

Dated: 1/7/22

NJUHSD Representative: S. W. M. SUPT.

Dated: 1/13/22

CSEA Representative: Kurt Benfield