

**AGREEMENT BETWEEN THE
NIA SCHOOL EMPLOYEES ASSOCIATION
AND THE
RIPON UNIFIED SCHOOL DISTRICT**

2015-2018

The following constitutes a bilateral agreement between California School Employees Association (CSEA) and the Board of Trustees of the Ripon Unified School District commencing July 1, **2015** and expiring June 30, **2018**, except that if a legislative or judicial decisions by the highest court in the State or a Federal Court shall mandate a change in a scope time(s) of this Agreement, the Agreement may be reopened by either party to negotiate the affected item(s). If some item(s) is negated by legislative or judicial action, the remaining items shall remain in effect.

For CSEA
Date

For School District	Date
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For CSEA
Date

For CSEA
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For CSEA
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For CSEA
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For CSEA
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For CSEA
Date

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**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
RIPON CHAPTER #797
AGREEMENT
2015-18**

ARTICLE 1 – PREAMBLE

- 1.1 This agreement is made and entered into this **13th day of June, 2016** by and between Ripon Unified School District, hereinafter referred to as the DISTRICT, and California School Employees Association and its Ripon Chapter #797 or its successors, hereinafter referred to as CSEA pursuant to Government Code Section 3540, et. Seq.

ARTICLE 2 – RECOGNITION

- 2.1 The District hereby recognizes CSEA as the exclusive representative for all bargaining unit members listed in Appendix A.
- 2.2 Attachments are made hereto and incorporated by reference as part of this Agreement. All newly created positions, except those that are lawfully other classified bargaining unit employees, certificated, management, confidential, or supervisory, shall be assigned to the bargaining unit. The determination of other classified employees, management, confidential or supervisor employees shall be by mutual agreement between the District and CSEA. In the absence of mutual agreement, disputed cases shall be submitted to the PERB for resolution. The bargaining unit described in Appendix A may be expanded to other classification by mutual agreement of the parties, subject to the rules of PERB.

ARTICLE 3 – DISCRIMINATION

- 3.1 The District shall not discriminate against CSEA bargaining unit members on the basis of race, color, creed, age, sex, sexual orientation, national origin, political affiliation, marital status, physical handicap, veteran status, membership and/or participation in an employee organization or activities as it applies to the language of this Agreement.

ARTICLE 4 – EVALUATIONS

- 4.1 Evaluations shall be made based primarily upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. If the

evaluator determines that there is unsatisfactory effort or progress the evaluator must specifically list:

- 4.1.1 what is unsatisfactory
- 4.1.2 what must be done to make an unsatisfactory situation satisfactory
- 4.1.3 what measurements or standards will be used to determine progress
- 4.1.4 when the specified progress must be demonstrated
- 4.2 Bargaining unit members of permanent status shall be evaluated at least once each year prior to the last working day of the employee. Each evaluation shall consist of an overview of the prescribed period of time.
- 4.3 Bargaining unit members shall be given no less than ten (10) days to review and comment in any evaluation before it is entered into the District personnel file.
- 4.4 Bargaining unit members are required to sign all formal written evaluations; however, the signing of such evaluation shall only acknowledge that the unit member has seen the document. The unit member shall receive a copy of the evaluation.
- 4.5 At any meeting between a District representative and a bargaining unit member to discuss a negative evaluation, upon request, the unit member is entitled to have a CSEA representative present.

ARTICLE 5 – PROBATIONARY PERIOD

- 5.1 The probationary period shall be for six (6) months. Evaluation reports for all probationary employees shall be submitted by the end of the second (2nd) month of the employment. A second evaluation report shall be submitted by the end of the fourth (4th) month of employment. A special evaluation may be submitted at any time for probationary employees if desired by the employee's supervisor.
 - 5.1.1 The probationary period may be extended by mutual agreement between CSEA and the District due to circumstances beyond the district's or employee's control not to exceed twelve (12) months.
- 5.2 Promoted employees shall serve a probationary period of six (6) months and be evaluated within two (2) months from the start of promotion and again at the conclusion of the fourth (4th) month.
- 5.3 Probationary employees may be released without cause. Promoted probationary employees who do not complete the probationary period shall have the right to return to their previous classification.

ARTICLE 6 – PERSONNEL FILE

- 6.2 Bargaining unit members shall be provided with copies of any written materials and have an opportunity to comment within thirty (30) working days before it is placed in the unit member's personnel file. The unit member shall be given no more than one (1) hour release time without loss of pay to review and comment on any negative material placed in the personnel file.
- 6.3 No disciplinary action shall be taken for any cause which arose prior to the unit member becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such bargaining unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.
- 6.4 The employee or authorized (in writing) CSEA representative may also have access to the material.

ARTICLE 7 – CSEA RIGHTS AND RESPONSIBILITIES

- 7.1 CSEA shall have the right of access at reasonable times to areas in which bargaining unit members' work. Authorized representatives of CSEA shall be permitted to transact official business on school sites at reasonable times as agreed to by the parties. CSEA representative(s) will report to the school office before visiting unit members unless the representative(s) is informed by the employee or principal that conducting business at that time is interfering with the school program.
 - 7.1.1 The primary purpose of all employees is to facilitate the effective and efficient operation of the District. To that end, unit members will not leave the site for the purpose of conducting Association business without the permission of the site administrator.
- 7.2 CSEA may use the various school sites at reasonable times as properly approved and scheduled by the principal in order to conduct official business of the unit. CSEA shall have the right to use without charge, institutional facilities, equipment, email and buildings at reasonable times, for business as approved by the school administration. Any use of equipment does not include the use of supplies required to run the equipment, which must be furnished or reimbursed, to the District by CSEA.
- 7.3 In school sites, one bulletin board shall be designated as the official bulletin board available for CSEA to post notices of activities and matters of CSEA concern. CSEA may use the District mail service and employee mailboxes for communications to employees. A copy of all material placed on the bulletin board shall be submitted to the principal/site administrator and shall be distributed only by CSEA representatives.

- 7.4 The District shall provide CSEA with a seniority roster annually by June 1 of each school year. The seniority shall indicate all bargaining unit members' present classification and current work location.
- 7.5 The District shall provide CSEA with a unit member list when requested. The list shall include the bargaining unit member's name, **last four digits of the** social security number, address and telephone number unless the unit member's phone number is an unlisted number.
- 7.6 CSEA shall have the right to review and obtain material in possession or produced by the District, which is relevant and necessary for CSEA to fulfill its role as the exclusive representative. The District agrees to provide CSEA with copies of all such requested material.
- 7.7 The District shall provide release time without loss of compensation for CSEA chapter delegates to attend the CSEA Annual Conference. The CSEA delegate shall take one-half (1/2) the release time from their Personal Necessity Leave and one-half (1/2) the release time from Vacation.
- 7.8 Representatives of CSEA will be granted a reasonable amount of release time for purposes of negotiations. CSEA and the District agree that the negotiations process can have an impact on employee productivity and the efficient operation of the district. Both groups will strive to complete the negotiations process in a reasonable amount of time. If either party can establish that the process is taking an unreasonable amount of time to complete, it is agreed that a definition of "reasonable" will be the subject of negotiations.
- 7.9 Within thirty (30) working days after ratification by CSEA, the District shall provide a copy to CSEA of the agreed upon Agreement for review of errors. Upon District's receipt of the executed signature sheet from CSEA, the District agrees to provide each bargaining unit member with **written notification that the agreement is available on the District Website. A copy of the printed agreement will be provided at the request of the employee at District expense no later than fifteen (15) working days from the date of the request. The president of the chapter may request up to ten (10) copies per year.** ~~copy of the agreement printed at District expense no later than thirty (30) working days from the date the signature page is received.~~
- 7.10 **On an annual basis, the CSEA Chapter President or designee will meet with the Superintendent or designee to determine meeting dates in a mutually agreed upon manner. This provides an opportunity for new hires and service fee payers to meet with the CSEA Chapter president or designee two times a year.**

ARTICLE 8 – HOURS AND OVERTIME

- 8.1 The workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District, except as provided for in the overtime section of this Agreement.

Nothing contained herein shall be deemed to bar the District from establishing a work day of less than eight (8) hour, or a work week of less than forty (40) hours. When mutually agreeable between affected employees, CSEA and the District, some employees' normal workweek may consist of four (4) consecutive days, ten (10) hours per day, and forty (40) hour week.

- 8.2 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 member shall be assigned a fixed, regular and ascertainable minimum number of hours.
- 8.3 Any bargaining unit member who works thirty (30) minutes or more per day in excess of his/her regular part time assignment in the same classification, regardless of location, for a period of twenty (20) consecutive days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period in order to acquire fringe benefits on a properly prorated basis.
- 8.4 When additional hours are assigned to a part time position on a regular basis, the assignment shall be offered to a qualified bargaining unit member in the appropriate classification with the greatest District seniority. If the senior bargaining unit member declines the assignment, it shall be offered to the remaining bargaining unit members in the classification in descending order of District seniority until the assignment is made.
- 8.5 All bargaining unit members covered by this Agreement shall be entitled to an uninterrupted, non-compensated lunch period after the bargaining unit member has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour or less than one-half (1/2) hour and shall be scheduled for full time bargaining unit members at or about the midpoint of each work shift. Each non-clerical employee shall clock in and clock out on a daily basis, recording the beginning and end of the work day and beginning and end of the lunch break on his or her work day. Each non-clerical employee shall record the time and reason for any work done in a different classification according to procedures jointly developed by the district and CSEA. (Clerical employees will provide monthly timesheets showing their work hours).
- 8.6 All bargaining unit members shall be granted rest period of fifteen (15) minutes per four (4) hours worked. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the bargaining unit member.
- 8.7 OVERTIME – Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the employee.
 - 8.7.1 Overtime is defined to include any work which is suffered or permitted in excess of eight (8) hours in any one day or any one shift; or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of the regularly assigned starting time or subsequent to the assigned quitting time.

- 8.7.2 All hours worked on holidays designated by this Agreement shall be compensated at time and one-half (1-1/2) in addition to the pay for the holiday.
- 8.7.3 All hours worked on the sixth and seventh consecutive days of work shall be compensated at one and one-half (1-1/2) times the regular rate of pay.
- 8.7.4 Double time shall be paid under the following conditions: (a) the employee works in excess of twelve (12) hours in one work days; (b) the employee works in excess of twelve (12) hours on a sixth work day in the same work week; (c) the employee works in excess of eight (8) hours on a seventh day in the same work week.
- 8.7.5 All opportunity for overtime shall be shared equally among such bargaining unit members. The district administration will work to the goal of equalizing overtime among unit members by site. The goal will be to keep the number of overtime hours assigned to each member wishing to have overtime within 15% of the average number of hours assigned to the members for the year.
- 8.7.6 Any bargaining unit member shall have the right to refuse any offer or request for overtime or call back time except in emergency situations. If all employees refuse overtime requests, the least senior employee shall be assigned the overtime.
- 8.7.7 For the purposes of computing the number of hours worked, time during which a bargaining unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leave of absence shall be considered as time worked by the bargaining unit member.
- 8.8 PAY DIFFERENTIALS: A bargaining unit member who receives any shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a non-differentiated shift for less than twenty (20) working days.
- 8.8.1 SPLIT-SHIFT DIFFERENTIAL: A bargaining unit member who works a split-shift will have the split-shift differential pay calculated as part of their annual wages.
- 8.9 CALL BACK TIME – Bargaining unit members called back for emergency work outside of the regularly schedule hours or recalled to work after completing their regular shift and have left the District premises, shall be paid for hours actually worked at the rate of time and one-half (1-1/2).
- 8.9.1 Bargaining unit members scheduled or called back for work outside of regularly scheduled hours, defined as work done by the employee after completing the regular shift and leaving the premises, shall be paid for the hours actually worked. The rate of pay will be time and one-half (1.5). There will be a minimum compensation of two hours paid at time and one-half (1.5). Bargaining unit members must clock in and clock out or submit a completed time sheet signed by the supervisor to verify the hours worked.

- 8.9.2 If the call back assignment is a scheduled assignment that involves a split assignment (i.e. opening and closing a facility), the minimum pay rate will be applied to the total hours spent on the assignment. Each trip to the site will not be considered a separate call back. If unscheduled call backs occur, whether as part of scheduled duties or not, all unscheduled call backs will be subject to the two-hour minimum. Bargaining unit members must clock in and clock out or submit a completed time sheet signed by the supervisor to verify the hours worked.
- 8.10 SUMMER SCHOOL ASSIGNMENTS – An employee assigned to work during summer school in his/her normal classification shall receive, on a pro-rata basis, no less than the compensation and benefits applicable to that classification during the academic school year.
- 8.10.1 An employee assigned to work during summer school period in a classification other than his/her normal classification shall receive the employee's current rate of pay or at Step A of the appropriate salary range of the classification, whichever is greater, in which the summer school work is assigned.
- 8.10.2 When it is necessary to assign employees not regularly assigned during summer school, the most senior employee in the classification shall be assigned, assuming the employee receives a satisfactory evaluation for previous summer work, with a rotation of seniority occurring every two years.
- 8.11 COMPENSATION FOR REQUIRED TRAINING – An employee who is required to attend training sessions or otherwise engage in training of any kind in order to continue employment in a position shall receive compensation as follows:
- 8.11.1 When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.
- 8.11.2 When the training occurs at a time other than during the employee's regularly assigned working hours, the employee shall be paid in accordance with the provisions of this Article.
- 8.12 LEAP YEAR: Twelve-month employees will be paid for an additional day of work at the employee's regular rate of pay for each leap year. The payment for the additional day will be included in the employees annual wage calculation.

ARTICLE 9 – PAY AND ALLOWANCES

- 9.0 **The district agrees to increase CSEA salary schedule by 2% on schedule and 1% off schedule retroactive to July 1, 2015. The salary schedule will be revised to include five**

(5) longevity steps beginning with H (year 11) and ending with L (year 31) in five (5) year increments and a 2.5% between column. Longevity will be retroactive to July 1, 2015.

The 2016/2017 salary schedule will be increased by 1.5% on schedule and 1% off schedule effective 7/1/2016. The 1% off schedule will be paid November 2016. 2016/2017 work calendars less than 260 days shall include two (2) professional development days to be selected by the District.

- 9.1 The basic rate of pay for each position in the bargaining unit shall be in accordance with Appendix B attached hereto and by reference incorporated as a 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.
- 9.2 STEP INCREASES - Employees must be in paid status no less than seventy-five (75%) of the previously scheduled (11/12 months) District work year to be eligible for any July 1st step advance, earned vacation, and/or longevity bonus credit.
- 9.3 The district will grant credit for experience to certain new employees. If an employee has at least three (3) years of full time experience in the position of employment, the new employee will be placed at column B for the probationary period. If the employee becomes permanent, placement will be advanced to column C. For the fiscal year that follows the employee's permanent employment, the employee will be moved to column D.
- 9.4 All bargaining unit members shall be paid once per month payable on the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued the preceding workday. The paycheck shall include a record of all customary deductions.
- 9.5 Any bargaining unit member required and authorized to use his or her vehicle on District business shall be reimbursed at the rate per mile allowable pursuant to Internal Revenue Service regulations. The mileage computation shall include mileage necessary to return to the bargaining unit member's normal job site after the completion of District business is required.
- 9.6 Bargaining unit members assigned temporarily for five (5) work days or more out of fifteen (15) calendar days to a position with a higher classification shall receive the next higher amount on the new salary range which reflects at least a five percent (5%) increase over their regular rate of pay for whatever time he/she fills this position; except that an employee shall be placed on the last step of the new range if that is the maximum allowable for that classification.
 - 9.6.1 This section shall not apply to a change of work hours for night custodians during Christmas and Spring break and the summer months as long as those employees are working within their job description. The district acknowledges that at these times Building Custodians will serve as general labor support for Maintenance and Building Custodians and Maintenance positions and not perform skilled work normally assigned to these positions.

- 9.7 When it is determined by the District that a payroll error resulting in insufficient payment for a bargaining unit member exists, it shall be corrected, and a supplemental check issued not later than five (5) working days after the determination is made or the next payroll process if mutually agreed to by the employee and the district. If a payroll error results in an overpayment to the employee the employee and the district will come to a mutual agreement of how and when those funds will be reimbursed.
- 9.8 A permanent bargaining unit member who is promoted shall be placed on the next higher salary amount in the new classification except that an employee shall be placed on the last step of the new range if that is the maximum allowable for that classification.
- 9.9 **Full time employees who are assigned a shift differential work schedule shall receive a 5% differential pay calculated on the base pay for the assignment(s) for the months the differential schedule is worked.**

ARTICLE 10 – EMPLOYEE EXPENSES AND MATERIALS

- 10.1 If the District requires an employee to use specific safety equipment, the District will furnish the equipment at District expense.
- 10.2 If the District requires a specific job assignment which in the District's experience or opinion of the supervisor and/or administration renders clothing unserviceable or unusable, the District will provide at District expense suitable clothing which may include coveralls, raincoat, galoshes or rubber boots designed to cover and protect the employee's personal clothing.
- 10.3 Safety equipment and protective clothing shall remain the property of the District and kept at the District site.
- 10.4 The district shall maintain safe and healthful working conditions.
- 10.5 It is expected that TMC and Nutrition Services unit members will wear shirts with District patches at all times while on duty.
- 10.5.1 The District will provide six (6) shirts initially for all members and six (6) for each subsequent year. It will be the responsibility of the member to launder the shirts. Shirts shall not be modified except as approved by the district. Modifications will be applied across an entire class or unit in a uniform manner.
- 10.5.2 An employee may elect to substitute a district provided jacket for the six (6) shirts for a year. The employee will have to have worked for the district at least three (3) years and demonstrate that he/she possesses sufficient shirts to meet minimum professional appearance while working.
- 10.6 It is expected that an employee who is required to have a First Aid/CPR card for his/her driver certificate will obtain the First Aid/CPR card through CHP. The employee will have to attempt to obtain the First Aid/CPR card twice (2) with CHP. If the employee cannot obtain the card

thorough CHP than the district will reimburse the employee the cost of obtaining the First Aid/CPR card through another approved vendor.

ARTICLE 11 – FRINGE BENEFITS

- 11.1 The District will offer medical, vision and dental insurance.
- 11.2 The basic medical plan(s) will be the plan(s) negotiated by the District and CSEA. The District will make all sponsored HMO's and indemnity plans available to the employees.
- 11.3 The District will pay the following monthly composite rates toward the specified coverage.
- | | | |
|----------------------------|-------------|----------------|
| Medical Tiered Single Rate | \$6,327.00 | \$527.25/month |
| Medical Tiered Single +1 | \$8,895.00 | \$741.25/month |
| Medical Tiered Family | \$10,578.00 | \$881.50/month |
| Dental Composite Rate | \$ 108.00 | |
| Vision Composite Rate | \$ 17.80 | |
- 11.4 The District contribution may be sufficient to pay the required premium for the coverage selected by the employee. If the employee selects coverage or if the negotiated programs have a premium higher than the District contribution, the employee shall have a payroll deduction on a twelve (12) month basis or eleven (11) month basis for employees who work less than 12 months for the difference between the insurance premium and the District contribution.
- 11.4.1 PRO-RATION OF PART-TIME HEALTH BENEFITS: A part-time bargaining unit member who works less than 8 hours per day but more than 4 hours per day in a permanent assignment may choose to have pro-rated health insurance benefits. The pro-ration is based on 8 hours per day and is applied to the district cap. (i.e. 4 hours per day / 8 hours per day = 50% x district cap). The unit member would be responsible for the difference between the pro-rated district cap and the premiums for the plan chosen.
- 11.5 RETIREE HEALTH BENEFITS AGE 55-60
- 11.5.1 During the term of this Agreement the District will pay the stated District contribution for each fiscal year toward the premiums for health coverage for each retiree and family which the retiree selects from the District sponsored program. A retiree under this section is eligible for the employee medical only provision described in Section 11.4. The employee must have twelve (12) continuous full-time years of service with the District to be eligible for this provision. Part-time employees who retire will qualify for this benefit only if the employee has participated in the district provided benefit program continuously for the 12 years prior to retirement.

- 11.5.2 PRO-RATION OF PART-TIME HEALTH BENEFITS: A part-time bargaining unit member who works less than 8 hours per day but more than 4 hours per day in a permanent assignment may choose to have pro-rated health insurance benefits. The pro-ration is based on 8 hours per day and is applied to the district cap. (i.e. 4 hours per day / 8 hours per day = 50% x district cap). The unit member would be responsible for the difference between the pro-rated district cap and the premiums for the plan chosen.
- 11.6 RETIREE MEDICAL ONLY AGE 61 TO 65
- 11.6.1 During the term of this agreement, RUSD will pay $\frac{1}{2}$ the stated district contribution for each fiscal year toward employee premium (single rate if on a tiered rate structure and composite rate if on a composite rate structure) for a retiree-selected program from the negotiated medical insurance for any current employee age 61 - 65 who opts to pay the remaining one-half of the premium and who retires during the life of the contract. Retiree may choose to continue dental and vision coverage at their expense.
- 11.6.2 PRO-RATION OF PART-TIME HEALTH BENEFITS: A part-time bargaining unit member who works less than 8 hours per day but more than 4 hours per day in a permanent assignment may choose to have pro-rated health insurance benefits. The pro-ration is based on 8 hours per day and is applied to the $\frac{1}{2}$ the stated district medical cap (i.e. 4 hours per day / 8 hours per day = 50% x $\frac{1}{2}$ district medical cap). The unit member would be responsible for the difference between the pro-rated district cap and the premiums for the plan chosen. Retiree may choose to continue dental and vision coverage at their expense.
- 11.6.3 Classified employees hired for the 2001-2002 school year and subsequent years must be employed full-time in a classified position for twelve (12) consecutive years prior to retirement to qualify for this benefit. Part-time employees who retire will qualify for this benefit only if the employee has participated in the district provided benefit program continuously for the twelve (12) years prior to retirement.
- 11.7 GOLDEN HANDSHAKE
- 11.7.1 The District shall consider granting retirement to employees under the "Golden Handshake" program each fiscal year. It is understood that such retirement shall not be granted unless it results in a savings to the District. The Golden Handshake early retirement will be offered under the rules and regulations established by the Public Employees Retirement System (PERS).

ARTICLE 12 – HOLIDAYS

- 12.1 The District agrees to provide all bargaining unit members with twelve (12) paid holidays as follows:
- 12.1.1 New Year's Day
 - 12.1.2 Martin Luther King Day
 - 12.1.3 Lincoln's Day
 - 12.1.4 Presidents' Day
 - 12.1.5 Memorial Day
 - 12.1.6 Independence Day
 - 12.1.7 Labor Day
 - 12.1.8 Veterans' Day
 - 12.1.9 Thanksgiving Day
 - 12.1.10 Day After Thanksgiving – In Lieu of Admission's Day
 - 12.1.11 Christmas Day
 - 12.1.12 One day before Christmas or New Year's – the entire unit will select one day or the other and notify the district on or before September 30 of each year.
- 12.2 Any day that is appointed by the President or Governor of the state pursuant to Education Code Section 37220 or a successor statute, or any day declared a holiday by the Governing Board shall be a paid holiday for all bargaining unit members.
- 12.3 When a holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.
- 12.4 Except as otherwise provided in this Article, a bargaining unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 12.4.1 Bargaining unit members who are not normally assigned to duty during the school holidays of December 25 or January 1 shall be paid for those holidays provided that they were in a paid status during the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE 13 – VACATION

- 13.1 Bargaining unit members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis – July 1 to June 30 when completing fifty percent (50%) of the month worked.
- 13.2 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 desired by the employee, the paid vacation shall be granted in the fiscal year in which it is earned.

- 13.2.1 Bargaining unit members who are less than twelve (12) month employees shall have their annual vacation accrual included in their annual salary calculation effective July 1st.
- 13.2.2 Bargaining unit members who are less than twelve (12) month employees will be paid for earned vacation as part of their wages. Employees may use vacation days during the school year with prior administrative approval. Use of a vacation day will result in a deduction from the employee's monthly check.
- 13.3 Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:
 - 13.3.1 From the first month of service through the fifth year of service, vacation shall be earned and accumulated at the rate of one (1) day of vacation for each month of service, not to exceed twelve (12) days per fiscal year.
 - 13.3.2 Commencing with the sixth (6th) year through twelfth (12th) years of service, vacation shall be earned at the rate of 1.25 days of vacation per month of service, not to exceed fifteen (15) days per fiscal year.
 - 13.3.3 Commencing with the thirteenth (13th) year through twentieth (20th) year of service, vacation shall be earned at the rate of 1.67 days of vacation per month of service, not to exceed twenty (20) days per fiscal year.
 - 13.3.4 Commencing with the twenty-first (21st) year of service and additional years, vacation shall be earned at the rate of 2.0 days of vacation per month of service, not to exceed twenty-four (24) days per fiscal year.
- 13.4 Pay for vacation days for all bargaining unit members shall be the same as that which the bargaining unit member would have received had he/she been in a working status.
- 13.5 When a bargaining unit member is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination. If a bargaining unit member has utilized vacation to cover winter and/or spring recess or for any other reason and such utilization results in a deficit vacation balance, the bargaining unit member's final pay warrant will be reduced by a sufficient amount as to reimburse the District for advanced vacation pay.
- 13.6 If a bargaining unit member's vacation becomes due during a period when he/she is on leave due to illness or injury or bereavement, he/she shall have such vacation date changed. A bargaining unit member shall be permitted to interrupt or terminate vacation leave in order to begin bereavement leave, or sick leave requiring medical confinement, without a return to active service, provided the bargaining unit member supplies notice to his/her supervisor of such interruption or termination as soon as the interruption is known to the employee. Vacation shall be rescheduled at times requested by bargaining unit members so far as practicable

within the District's work requirements. Verification of medical confinement shall be provided upon request.

- 13.7 Vacation time earned by bargaining unit members working twelve (12) months shall be taken before June 30 of the following fiscal year. Employees shall be allowed to carry over no more than five (5) additional vacation days in any year. Any additional carryover days must be approved in writing by the Superintendent or designee. If the requested carry over is denied, earned unused vacation time shall be compensated at the employee's regular hourly rate of pay no later than August 31.
- 13.8 Bargaining unit employees shall request vacation at least ten (10) days in advance. Vacation shall be approved or denied within five (5) days of receipt of the vacation request.

ARTICLE 14 – TRANSFER/PROMOTION

14.1 DEFINITIONS

14.1.1 For purposes of this Article, a "lateral transfer" shall consist of a change in work location of a bargaining unit member from one work site to another work site within the same classification, same hours, and same pay, within the District. A transfer may be initiated by a bargaining unit member ("voluntary") or by the District ("involuntary").

14.1.2 For purposes of this Article, a "promotional opportunity" shall consist of the upgrading of a bargaining unit member from one classification to a position in a classification with a higher salary range. **Employees promoted to a management position shall retain reversion rights.**

14.1.3 For purposes of this Article, an "increase in hours or days" shall consist of an increase in the employee's hours per day or days per year within the same classification within the District.

14.2 VACANCY

14.2.1 For purposes of this Article, a "vacancy" is a new position, an opening arising from a resignation, retirement, or termination, or as a result of a voluntary transfer, or any position which is not committed for purposes of leaves, unresolved involuntary transfers, or layoffs.

14.2.1.1 The District may fill any vacancy on an interim basis for a period of no longer than sixty (60) calendar days. Upon request from CSEA, the District will provide a list of all positions filled by substitute employees. The list will identify the substitute, starting date of the substitute, the position and the hours per day of the position.

~~14.2.1.2 A bargaining unit member may not apply for a transfer or promotion under this Agreement until permanency in his/her initial classification has been achieved.~~

- 14.2.2 At the time a vacancy occurs, notice of the vacancy will be posted at least five (5) working days on the bulletin board of the District's administrative offices and at each work site during the regular school year. Such notices shall be posted as soon as the District determines that a vacancy exists and shall include the position description, location, and other special requirements. A copy of the vacancy notice shall be forwarded to the CSEA President.
- 14.2.3 Filling of vacancies may result in the creation of other vacancies within the District. To avoid repeated postings, the initial notice of vacancy shall indicate that filling the position may create other openings within the unit. Employees will be informed that if they wish to be considered for any vacancies that might result from the filling of the noticed positions they must notify the District office, in writing, of their wishes by the deadline for filing an application for the noticed position. If the employee wishes to be considered for multiple positions, the employee must list the positions in priority order. To be considered for any positions, the employee must have the required qualifications.
- 14.2.4 Any request for a vacancy shall be sent to the Personnel Department. The bargaining unit member may attach any additional information that he/she desires.
- 14.2.5 The District shall fill all vacancies by completing procedures in the following priority order:
- 14.2.5.1 The District shall recall bargaining unit members on the reemployment list as required by the provisions of Article 15.
 - 14.2.5.2 Bargaining unit members who meet the qualifications for a new position of the same salary range and who have received a positive evaluation shall be given first consideration in filling job vacancies. First consideration as used in this section means bargaining unit employees who meet job description requirements, and who have received a positive evaluation, shall be selected over outside candidates in those instances where the qualifications of the internal candidate are superior or equal to the external candidate.
 - 14.2.5.3 The District shall complete necessary involuntary transfers.
 - 14.2.5.4 The District shall offer the position to those bargaining unit members with the same classification and a lesser number of regularly assigned hours. The applicant with the greatest District seniority within the

classification shall be given the vacant position provided the most recent evaluation on file has an overall meet or exceeds standards.

14.2.5.5 The District shall offer the position to those bargaining unit members with the same classification and a lesser number of regularly assigned days per year. The applicant with the greatest District seniority within the classification shall be given the vacant position provided the most recent evaluation on file has an overall meet or exceeds standards.

14.2.5.6 The District shall offer the position to those bargaining unit members with the same classification and same number of assigned hours per day and days per year. The applicant with the greatest District seniority within the classification shall be given the vacant position provided the most recent evaluation on file has an overall meet or exceeds standards.

14.2.5.7 Promotional Opportunity - The District shall offer the position to those bargaining unit members who meet the minimum qualification for the vacancy, who have received a positive evaluation **and the district may offer the position to those bargaining unit members who are currently on probation who meet the minimum qualifications for the vacancy.** ~~who have~~ **All applicants must** submit an application to the Personnel Department. The Personnel Department shall determine whether or not a bargaining unit member meets the minimum qualifications based upon the appropriate job description for the position. In the case of multiple in-house applicants, the District shall offer the position to the bargaining unit members who best meet the needs of the position. The district reserves the right to make the final decision. In the case of two candidates of equal qualifications the district will offer the job to the employee with the greatest District seniority provided the most recent evaluation on file has an overall meets or exceeds standards.

14.3 INVOLUNTARY TRANSFER

14.3.1 An involuntary transfer may be initiated by the District and shall be based exclusively on the work-related needs of the District and will not be for disciplinary or capricious reasons. A bargaining unit member shall not have his/her assigned hours reduced, or shift changed, as a result of the District-initiated transfer, but shall be constituted only by mutual agreement and concurrence of the bargaining unit member and CSEA.

- 14.3.2 In the event that circumstances require that a bargaining unit member be transferred on an involuntary basis, the bargaining unit member and CSEA shall be informed of the reason(s) in writing prior to such action and shall be given at least five (5) working days' notice prior to the involuntary transfer effective date.
- 14.3.3 An involuntary transfer may be initiated by the District and CSEA by mutual agreement in the event of an irreconcilable personality conflict. The employee shall be given at least 5 working days' notice.

ARTICLE 15 – LAYOFF AND REEMPLOYMENT

- 15.1 If it becomes necessary for the District to lay off any bargaining unit member because of a lack of work or lack of funds or expiration of specially funded programs, or reduce the hours of a bargaining unit member, recommendations for layoffs shall be given to the Board of Trustees, CSEA Ripon Chapter #797 and affected employees at least ten (10) work days prior to the anticipated Board action. The Board of Trustees will take action in public session in the form of a resolution or Board Action. After Board action, the effective layoff date shall be at least ~~forty-five (45)~~ **sixty (60)** calendar days following the Board action.
- 15.2 A list of positions recommended for elimination and any additional non-confidential documents and information supporting the need for layoff will be furnished to CSEA at the time such information is given to the Governing Board, unless such information has been previously furnished.
- 15.3 When as a result of the expiration of a specially-funded program, classified positions must be eliminated at the end of any school year and bargaining unit members will be subject to layoff due to lack of funds, the bargaining unit members to be laid off at the end of such school year shall be given written notice on or before May 29 informing them of their layoff effective at the end of such school year and of the displacement rights and reemployment rights, if any. However, if the termination date of any specially-funded program is other than June 30, such notice shall be given no less than ~~forty-five (45)~~ **sixty (60)** calendar days prior to the effective date of their layoff.
- 15.4 The effective date of a layoff shall be the last actual ~~working~~ **calendar** day of the bargaining unit member **including members on approved qualified leave.**
- 15.5 Layoff means a separation from the service of the District because of a lack of work or lack of funds.
- 15.6 The District shall furnish CSEA no later than 10 days prior to a recommendation to the board of possible layoff notice, a seniority roster by hire date as it existed on June 30 of that year. CSEA or a bargaining unit member may challenge his/her placement on the seniority roster by making objections to the Superintendent or his/her designee who shall review the objections

and conduct an audit if requested and make the results of such audit known to CSEA and the bargaining unit member.

- 15.7 No bargaining unit member shall be laid off from any position while a substitute or short term employee not in classified service is retained to render service under the same classification. A substitute or short-term employee as defined in Education Code 45103 may be continued beyond the effective date of layoff, if the expected duration of such employee's use is ~~forty-five (45)~~ **sixty (60)** calendar days or less.
- 15.8 The order of layoffs shall be in reverse order of hire date seniority in the job classification in which the layoff occurs. The bargaining unit member who has been employed the shortest time in the classification shall be laid off first. For all bargaining unit members seniority is established by the most recent date of hire in the job classification in which the layoff occurs, plus higher classifications.
- 15.9 If two (2) or more bargaining unit members subject to layoff have equal seniority, the determination of layoff shall be made by lot.
- 15.10 Whenever, because of lack of work or lack of funds, it becomes necessary to layoff permanent or probationary bargaining unit members, such layoff shall be conducted in accordance with procedures set forth in Education Code 45298 and 45308. The names of bargaining unit members laid off shall be placed on reemployment lists in the reverse order of layoff and such eligibility shall continue for thirty-nine (39) months from the date of layoff.
- 15.11 Permanent and probationary bargaining unit members shall be notified in writing at least ten (10) calendar days prior to the proposed date of Board action of the layoff and prior to the date of the layoff and the notices shall contain the reason(s) for the layoff.
- 15.12 In lieu of layoff, a bargaining unit member and CSEA may voluntarily consent to a reduction in hours of employment, or to assignment to a classification lower than that in which the employee has achieved permanence, in order to avoid interruption of employment by layoff.
- 15.12.1 Any bargaining unit member replaced by such demotion has the same option of demotion afforded by this rule as if a position had been abolished or discontinued.
- 15.12.2 Any bargaining unit member demoted pursuant to this rule shall receive the maximum of the salary range in the classification to which demoted provided that such salary is not greater than the salary he/she received in the higher classification at the time of demotion.
- 15.12.3 In all cases where bargaining unit member accept demotion in lieu of layoff, their names shall be placed on reemployment lists **for a period of thirty-nine (39) months** for the classifications from which they were demoted.
- 15.13 Persons laid off because of a lack of work or lack of funds are eligible to reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In

addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.

- 15.14 Bargaining unit members who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months provided that the same tests of fitness under which they qualified for appointment to the classification shall still apply.
- 15.15 Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the bargaining unit member, returned to a position in their former classification or to positions with increased assigned time as vacancies become available in accordance with Section 8 of this Article.
- 15.16 Bargaining unit members on re-employment list will receive notification from the district for offers of re-employment, **return to a position and/or increase in assigned time**. Employees will have 7 business days to respond to the offer. It is the unit members' responsibility to keep updated contact information on file at the district office. Non response in 7 days will be deemed to be a refusal of offer of employment. Employee will continue to stay on re-employment list for the remainder of the 39 months.
- 15.17 Refusal of an offer of substitute employment, shall not affect the standing of any bargaining unit member on a layoff list.
- 15.18 Any bargaining unit member who is subject to layoff for lack of work or lack of funds and who elects service retirement from the Public Employees Retirement System shall be placed on an appropriate reemployment list. The district shall notify the Board of Administration of the Public Employees Retirement System of the fact that the retirement was in lieu of layoff for lack of work or funds. If the bargaining unit member is subsequently subject to reemployment and accepts in writing, within five (5) days, the appropriate vacant position, the district shall maintain the vacancy until the Board of Administration of the Public Employees Retirement System has properly processed the request for reinstatement from retirement.
- 15.19 Date of hire within the classification, plus higher classification shall count as seniority within the classification.
- 15.20 A bargaining unit member who is laid off from a classification and who has previous service as a probationary or permanent bargaining unit member in an equal or lower classification shall have the right to bump the least senior bargaining unit member in that classification if the employee meets the current minimum qualification for the equal or lower classification. Where the bargaining unit member is eligible to bump into more than one classification, he/she shall bump into the equal classification.

- 15.20.1 If there are two classifications which he/she is eligible to bump into, it shall be the one in which the bargaining unit member has the more prior service. The bargaining unit member may continue to bump in such equal or lower classifications to avoid layoff.
- 15.20.2 If there has been a job reclassification since the employee was last employed in the equal or lower classification, and that reclassification has resulted in a change in the job description, the employee will no longer have bumping rights to that classification if they do not meet the minimum qualifications.
- 15.20.3 Seniority, for the purpose of determining bumping rights, shall be determined by District date of hire in the classification.
- 15.21 A bargaining unit member who elects layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.
- 15.22 A bargaining unit member laid off and who was subsequently reemployed by the District within thirty-nine (39) months following the effective date of layoff shall be reinvested with credit for prior service on record at the point of separation for purposes of seniority credit, vacation, longevity, and salary step placement.
- 15.23 A bargaining unit member laid off and subsequently reemployed by the District within thirty-nine (39) months following the effective date of layoff shall be credited with his/her sick leave balance at the time of separation.

ARTICLE 16 – LEAVES

16.1 BEREAVEMENT LEAVE

- 16.1.2 Three (3) days or five (5) days if over three hundred (300) one way travel miles is required, of leave with pay shall be granted an employee upon the death of any member of his/her immediate family. “Members of the immediate family” as used herein means the mother, father, stepmother, stepfather, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.
 - 16.1.2.1 NOTE: The following language and use of additional personal necessity days for extension of bereavement leave is contingent upon an employee having personal necessity days remaining for the year. An employee may use no more than seven (7) personal necessity days in any one school year.
- 16.1.3 If the absence will extend beyond the defined limits set forth in 16.1 above, up to an additional seven (7) days shall be charged to personal necessity leave. If the

absence extends beyond the limits of personal necessity leave, the employee's salary will be deducted at the employee's daily rate.

16.1.4 If the employee wishes to attend the funeral of a person who is not a member of the immediate family, as defined in Section 16.1 above, the employee shall use the personal/confidential day or, if the personal/confidential day has already been used, one personal necessity day to attend the funeral, if the employee has personal necessity days available. If the funeral is more than 300 miles from the employee's home, up to an additional two (2) personal necessity days may be used to attend the funeral. If the length of absence due to the funeral exceeds the days indicated above, the employee may use any other available personal necessity days with a deduction of the substitute costs. Substitute costs are defined as Step A of the current classification of the employee. If absence to attend a funeral begins with available personal necessity days, any days of absence to attend the funeral in excess of those available days will result in the use of available vacation days. If the employee has no personal necessity or vacation days available and chooses to attend the funeral, the employee's daily rate will be deducted for all days of absence.

16.1.5 Use of personal necessity leave to attend the funeral of a person not a member of the immediate family can occur only once during the school year. Subsequent funeral attendance for this reason will be handled under the terms of this Article Section 16.7.

16.2 MILITARY LEAVE

16.2.1 A bargaining unit member shall be entitled to any military leave by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

16.3 SICK LEAVE

16.3.1 Bargaining unit members shall be granted one (1) day of sick leave credit for each calendar month in which they perform assigned duties for more than fifty percent (50%) of the regular workdays in the month.

16.3.1.1 The total number of sick leave days accruing to each school year shall be credited from the first day of paid service in that school year. Unused sick leave credit may be accumulated without limit and may be transferred to any other California school district with the transferring employee pursuant to law. The unused credit at retirement age will count as service credit for retirement purposes.

- 16.3.1.2 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.
- 16.3.1.3 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each bargaining unit member. 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 bargaining unit member of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
- 16.3.1.4 An employee may be required to obtain proof of illness in the event of an absence in excess of three (3) days or if there is evidence of an apparent abuse of sick leave.
- 16.3.2 PREGNANCY LEAVE
 - 16.3.2.1 Employee shall be entitled to utilize sick leave for the period of time that they are temporarily disabled resulting from the employee's pregnancy, miscarriage, childbirth and recovery therefrom.
 - 16.3.2.2 Leave shall commence on the date the employee's physician certifies that the employee is medically unable to work. The District shall be given notice as soon as practicable.
 - 16.3.2.3 The leave shall terminate when the employee's physician certifies that the employee is medically able to return to work. Notice of return to work should be given as soon as possible.
 - 16.3.2.4 When the absence extends beyond accumulated sick leave, the employee shall receive salary pursuant to Section 16.4 – Extended Illness Leave.
 - 16.3.2.5 An employee in the unit not intending to return to employment in the District after childbirth shall submit a resignation or request for extended leave.
- 16.3.3 MATERNAL/CHILD REARING LEAVE
 - 16.3.3.1 Upon written request by a unit member who is a natural or adopting parent, the Board of Trustees shall grant an unpaid leave immediately following the adoption of a child or at the end of a pregnancy leave for the purpose of the employee to rear his/her child providing that the number of days of the maternal leave when

in combination with a pregnancy leave shall not exceed 75% or more of the school year.

16.3.3.2 The leave shall be limited to a maximum of four months.

16.3.3.3 The employee may maintain fringe benefits by reimbursing the district for the district's share of the premiums.

16.3.3.4 Sections 16.3.4.3 and 16.3.4.4 shall be subject to any requirements of the Family Medical Leave Act.

16.3.3.5 The employee shall notify the district at least 4 weeks in advance of the requested date for the leave to commence.

16.3.3.6 Under special circumstances agreed to by the employee and approved by the Board of Trustees, the leave may be modified after it has been approved.

16.3.3.7 An employee must obtain a physician's note concerning the employee's ability to work or to verify any absence if directed by the Superintendent or his designee.

16.4 EXTENDED ILLNESS LEAVE

16.4.1 When a bargaining unit member has exhausted all accrued sick leave and is absent from his/her duties on account of illness or accident, for a period of 100 working days or less, such bargaining unit member shall be compensated at not less than fifty percent (50%) of his/her regular salary. Entitlement to sick leave provisions under this section shall be considered "entitlement for other sick leave" for the purposes of computing benefits if the absence is for industrial accident or illness leave and shall be used after entitlement to all regular sick leave, accumulated compensating time; vacation or other available paid leave has been exhausted. The 100 working days shall not accrue from one school year to another.

16.4.2 An employee must obtain a physician's note stating that the employee is able to return to work without modifications. If modifications are needed, they must be clearly stated on the physician's note. This note must be provided to the Personnel Office before the employee will be allowed to return to work.

16.5 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

16.5.1 A bargaining unit member suffering an injury or illness arising out of employment shall be entitled to a leave up to sixty (60) working days in any one fiscal year for any one accident or illness. Such benefits shall begin after two (2) years of employment. This leave shall not be accumulated from year to year. The leave shall commence with the first day of absence and must be reported to the immediate supervisor within twenty-four (24) hours of the injury or illness.

- 16.5.1.1 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the bargaining unit member shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.
- 16.5.1.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of the state, and exceed the normal salary.
- 16.5.1.3 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, a bargaining unit member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available sick leave, which, when added to the Worker's Compensation award, provides the employee's regular salary.
- 16.5.1.4 During all fully paid leave of industrial accident or illness, the bargaining unit member's pay warrant shall be debited with any wage loss benefit checks that the unit member has received.
- 16.5.1.5 Any time a bargaining unit member on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

16.5.2 An employee must obtain a physician's note stating that the employee is able to return to work full-time without modifications. If modifications are needed, they must be clearly stated on the physician's note. This note must be provided to the Personnel Office before the employee will be allowed to return to work.

16.5.3 The initial treatment or visit for worker's compensation injury will not be charged against an employee's sick or vacation time. Absences due to an industrial accident resulting in injury or illness to an employee will continue to follow Industrial Compensation Policy. When an employee returns to work and needs additional follow up visits or therapy, sick leave or vacation leave will be used, only if the employee has exhausted their 60 days of industrial accident leave.

16.6 CATASTROPHIC LEAVE

16.6.1 PURPOSE:

- 16.6.1.1 The District has determined that a Catastrophic Leave Program shall be developed for the benefit of permanent unit members of the Ripon Unified School District.
 - 16.6.1.2 Permanent unit member is an employee who has been a permanent employee of the District for one full year.
 - 16.6.1.3 Permanent classified unit members will be permitted to donate eligible leave to other permanent unit members of the District who have exhausted all leave entitlements. If a unit member or a member of the unit member's family suffers from a catastrophic illness or injury, the unit member may request eligible leave from the program.
 - 16.6.1.4 The Catastrophic Leave Program shall be administered by the Catastrophic Leave Committee. The committee shall be composed of two (2) representatives of CSEA and two (2) representatives of District administration.
- 16.6.2 INDEMNIFICATION OF DISTRICT:
- 16.6.2.1 Eligible unit members who donate or receive eligible leave under the Catastrophic Leave Program shall specifically hold the District, its Board of Education members, officers, trustees, employees, and the program's committee members harmless with respect to the Catastrophic Leave Program.
 - 16.6.2.2 The District's Board of Education members, officers, trustees, employees, and the program's committee members shall not be responsible in any way nor held liable for the following actions, including but not limited to the development and administration of the Catastrophic Leave Program.
 - 16.6.2.3 The Catastrophic Leave Committee shall administer the Catastrophic Leave Program. The committee will be composed of representatives from the Association and District administration. Association representatives will serve two (2) year terms and may be reappointed by the organization.
 - 16.6.2.4 The Catastrophic Leave Program shall be in accordance with Education Code Section 44043.5.
- 16.6.3 DEFINITIONS:
- 16.6.3.1 For purposes of administering the Catastrophic Leave Program, the following definitions shall apply:

- 16.6.3.2 Permanent Unit Member: A permanent unit member is a classified unit member who has achieved permanent status and has been an employee for one year.
- 16.6.3.3 Eligible Leave Credits: Eligible leave credits is earned sick leave accrued to the donating unit members.
- 16.6.3.4 Catastrophic Illness or Injury: (As defined by Education Code Section 44043.5) means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family which incapacity requires the unit member to take time off from work for an extended period of time for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other time off.
- 16.6.3.4.1 Incapacitates: means unable to care or provide for themselves requiring the immediate attention of the employee.
- 16.6.3.4.2 Extended Period: means at least thirty (30) calendar days but not more than twelve (12) calendar months.
- 16.6.3.4.3 Sick Leave Hours: shall be of equal value regardless of job classification, pay range or position of the donating employee.
- 16.6.3.5 Family Member: For purposes of this policy, a family member is defined as a spouse, child, legally adopted child, mother or father, step-mother or step-father, or any relative living in the home of the unit member for whom the unit member has sole responsibility. The committee will give consideration to special circumstances.
- 16.6.3.6 Maximum Donation: A maximum donation shall be no more than five (5) days. Sick leave may not be transferred by any unit member who, following transfer of the designated sick leave will have less than fifteen (15) days of accumulated sick leave. Donations may be made by permanent unit members as defined in section 16.6.2.
- 16.6.3.7 Minimum Donation: The initial minimum donation is the equivalent of one day of earned sick leave for a full-time unit member. A minimum donation is required in order to be eligible to

draw from the Program, and the donation must be made prior to the onset of the catastrophic illness or injury. Donations may be made by permanent unit members as defined in section 16.6.2.

16.6.3.8 Exhaustion of Leave Entitlement: The unit member has exhausted all paid leave entitlement when all accrued paid leave, including sick leave differential, has been used.

16.6.3.9 Health Benefits: The unit member may maintain health benefits by reimbursing the District for the district's share of the premiums.

16.6.3.10 Maximum Use of Leave: Catastrophic leave shall be available on a one time basis for each employee not to exceed twelve calendar months.

16.6.4 PROCEDURE:

16.6.4.1 The permanent unit member who is, or whose family member is, suffering from a catastrophic illness or injury shall submit a written request for leave donation to the Catastrophic Leave Committee on a form provided by the Committee. The unit member must have exhausted all entitlement to paid leave in order to be eligible for leave donations.

16.6.4.2 Verification of the nature of the illness/disability, anticipated length of absence, and prognosis for recovery must be provided by a medical doctor on a form developed and provided by the Committee. Reasons requiring the presence of the unit member to care for a family member may be required. Further information such as information of financial hardship may be requested by the Committee.

16.6.4.3 Final determination of whether to grant the catastrophic leave will be made by a majority vote of the Catastrophic Leave Committee. Consideration will be given to whether the incapacitated unit member has a permanent disability.

16.6.4.4 Leave requests will be evaluated monthly. Pay will not be granted for any day the unit member is not formally scheduled to work. A unit member who received paid leave pursuant to this policy shall use any leave that he or she continues to accrue on a monthly basis prior to receiving paid leave donated by other unit members.

- 16.6.4.5 A statement regarding the availability of the Catastrophic Leave Program will be added to the annual statement of leave balances provided to all unit members as well as information on the minimum donation required to participate in the Program. A member may only donate to the program at the beginning of each school year on a form provided by the Personnel office.
- 16.6.4.6 Contributions under this section shall not cause a unit member's differential leave provision to begin again.
- 16.6.4.7 Catastrophic leave shall not be available to any injury or illness that is a result of work related illness or injury.

16.7 PERSONAL NECESSITY LEAVE

- 16.7.1 Seven (7) days of absence earned for sick leave under Section 16.3 of this Article may be used by the employee, in cases of personal necessity on the following basis:

~~16.7.1.5 With respect to Personal Necessity Leave,~~

- 16.7.1.a** Approval will be for incidents that are clearly defined in the law. Issues that might be an extension of the law are, but not limited to:

1. Death or serious illness of a member of the employee's immediate family.
2. Accident involving the person or property of the employee or the person or property of a member of the employee's immediate family.
3. Appearance in court or before an administrative tribunal as a litigant, party, or witness under subpoena or any other made with jurisdiction may be approved (a) with the use of Personal Necessity Leave in the case of incidents that are beyond the control of the employee or (b) use of the Personal/Confidential Day or a substitute deduction in cases where the incident is within the control of the employee. Incidents that are not defined by the law or subject to an extension of the law will result in a substitute deduction and may be denied.

4. The death of the bargaining unit member's immediate family when additional leave is required beyond that provided in Section 16.1 of this Article.
5. As a result of an accident or illness involving a bargaining unit member's person or property or the person or property of his/her immediate family.
6. Appearance in any court or before any administrative tribunal as a litigant or party. Such other reasons approved by the District.
7. Unit members may use any Personal Necessity Leave available to address personal needs associated with the adoption of a child.

16.7.2 Seven (7) confidential days in each school year, which is to be included as a part of the seven (7) days shown above, may be used for any personal business reason except recreation, or gainful employment. ~~A bargaining unit member must request the use of this discretionary sick leave day in advance in writing from the site administrator.~~

16.7.3 Personal Necessity Leave is not accumulated from year to year. **A bargaining unit member must request the use of this discretionary sick leave day in advance in writing from the site administrator with the exception of the event of an emergency.**

16.8 GENERAL LEAVE

16.8.1 An unpaid leave of absence may be granted to a permanent bargaining unit member at any time upon terms acceptable to the District. Leave under this section, shall not be granted for purposes of study, retraining, or to try other employment. Day to day leave granted under this section requires prior approval of the site/department administrator. Leave of ten (10) days or more granted under this section requires approval of the site/department administrator and the Superintendent.

16.9 JURY DUTY

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

unit member shall be paid his/her regular salary less the amount received for jury duty or witness fees. Any mileage allowance provided the employee for jury duty shall not be included in the amount received for jury duty. The employee must provide the district with proof of service from the jury commissioner.

16.10 FAMILY CARE AND MEDICAL LEAVE

16.10.1 The District agrees to abide by the State and Federal laws regarding Family Medical Leave Act.

ARTICLE 17 – DISCIPLINARY PROCEDURES

17.1 “Disciplinary action” includes any action whereby an employee is deprived of any classification or any incident of any classification in which he/she has permanence, including dismissal, suspension, demotion, transfer to a lower classification without his/her voluntary consent, except a layoff for lack of work or lack of funds or reassignment of a permanent bargaining unit member for performance-related reasons.

17.1.1 The bargaining unit member may request the presence of a CSEA representative at any meeting scheduled by an administrator where discipline is the reason for the meeting.

17.2 “Suspension” means temporary removal of any employee from his/her position with loss of pay as a disciplinary measure.

17.3 “Administrative Leave” means that an employee is placed on leave with pay pending an investigation of disciplinary charges

17.4 Recommendations for discipline shall be for reasonable cause including but not limited to unsatisfactory performance. Prior to the imposition of discipline of five (5) days or more suspension without pay or greater penalty, the employee will be provided an opportunity for a “Skelly hearing” where the employee given the opportunity to respond orally or in writing. Preliminary charges will be provided in writing in advance of the “Skelly hearing”.

17.4.1 The contents of the written notice shall include, but are not limited to the following:

17.3.1.1 A statement of the specific act and omissions upon which the suspension or termination is based.

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

17.3.1.3 A statement of the rule or regulation of the District that has been violated, if applicable.

17.3.1.4 A Statement of the suspension proposed, including beginning and ending date(s).

- 17.3.1.5 A statement that the bargaining unit member has the right to participate in a pre-suspension/termination conference (Skelly hearing) and a proposed date, time, and place for such Skelly hearing.
- 17.3.1.6 A statement that if the bargaining unit member does not respond pursuant to Section 17.13.3.5 above, the District will impose the suspension or termination as noticed.
- 17.3.1.7 The Skelly hearing shall take place no less than five (5) working days nor more than ten (10) working days from the date of the notice, unless mutually agreed upon by both parties.
- 17.3.2 The Skelly hearing shall be informal and conducted by the Superintendent or designee. The bargaining unit member shall be given the opportunity to present facts and arguments regarding the proposed suspension or termination.
- 17.3.3 The Superintendent or designee shall inform the bargaining unit member of the decision to suspend, not to suspend, or terminate within three (3) working days from the date of the Skelly hearing.
- 17.3.4 Suspension pursuant to this Article shall not reduce or deprive the bargaining unit member of seniority or health benefits
- 17.3.5 The bargaining unit member shall be given written notification of his/her right to a hearing, if requested, within five (5) working days by filing with the Superintendent or designee a form enclosed with the notice.
- 17.4 Prior to a formal evidentiary hearing, the employee shall be informed of the specific charges against him or her and provided with all supporting documents. The employee shall also be given a statement of his or her right to a formal hearing on such charges. The employee may request a hearing within five (5) days after service of the notice to the employee. Failure to request the hearing within five (5) days means the employee has waived the right to a hearing. The hearing may not be scheduled sooner than ten (10) days from the time the charges were originally served. The notice shall include a card or paper which when signed constitutes a demand for hearing and a denial of all charges. The burden of proof shall be the District's, provided however, that the Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.
- 17.5 The District may at its discretion use a hearing officer rather than the Board of Education to hear disciplinary actions. If the Board elects to use a hearing officer, it may adopt the hearing officer's decision, findings of fact and conclusions of law as its own. If the Board elects not to follow the recommendation of the hearing officer, the Board must independently review the evidence offered at the hearing and render its decision with findings of fact and conclusions of law.

- 17.6 Grounds for discipline of any employee include but are not limited to the following:
- 17.6.1 Incompetence or inefficiency in the performance of duties of his/her position.
 - 17.6.2 Insubordination including but not limited to; refusal to do assigned work.
 - 17.6.3 Carelessness or negligence in the performance of duty or in the care or use of District property.
 - 17.6.4 Discourteous, offensive, or abusive conduct or language toward other employees, pupils, the public, or any willful failure of good conduct tending to injure the public service.
 - 17.6.5 Dishonesty.
 - 17.6.6 Possession of an open container or consumption of alcoholic beverages on the job, or reporting for work, while smelling or being under the influence of alcohol.
 - 17.6.7 Possession of, abuse of, being under the influence of, or addiction to, a controlled substance.
 - 17.6.8 Engaging in political activity during assigned hours of employment.
 - 17.6.9 Arrest for and/or conviction of a sex offense.
 - 17.6.10 Conviction of any crime involving moral turpitude.
 - 17.6.11 Repeated or unexcused tardiness or chronic absenteeism or abuse of leaves privileges.
 - 17.6.12 Falsifying any information supplied to the District including but not limited to information supplied on application forms, employment records, or any other District records.
 - 17.6.13 Persistent violation or refusal to obey safety rules or other regulations made applicable to public schools by the District or by any appropriate State or local governmental agency.
 - 17.6.14 Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public. (This is intended to prevent money or favor given or promised to a person in a position of trust to influence his or her judgment or conduct.)
 - 17.6.15 Willful or persistent violation of rules and regulations of the District.
 - 17.6.16 Abandonment of position (absence without leave for more than five days).
 - 17.6.17 Advocacy of overthrow of Federal, State, or local government by force, violence, or other unlawful means.
 - 17.6.18 Inability to perform the essential functions of the position with reasonable accommodation.

- 17.6.19 Possession of a weapon, threatening other employees or students, engaging in any behavior which suggests that the employee could be a harm to himself/herself or others.
- 17.6.20 Dating or inappropriate socializing with a student of any age including those students who are eighteen or older.
- 17.7 Progressive discipline will be used to address any situation requiring disciplinary action. Progressive discipline steps may include by not be limited to verbal counseling, verbal/written warning, verbal/written reprimand, suspensions with/without pay, and termination. Steps in the progressive discipline process may be skipped if it is determined by the Superintendent or designee that the misconduct justifies the skipping of steps.

ARTICLE 18 – GRIEVANCE PROCEDURE

18.1 DEFINITIONS:

- 18.1.1 A “grievance” is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement. Actions to challenge or change the terms of this Agreement shall not be considered a grievance.
- 18.1.2 A “grievant” is the person or person, including CSEA or representatives thereof, making the claim.
- 18.1.3 A “party in interest” is any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
- 18.1.4 A “day” unless otherwise defined is a calendar day.
- 18.1.5 Time Limits: Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of both parties the time limitation for any step may be extended.
- 18.1.6 Attendance at Hearing: The District agrees that bargaining unit members shall not suffer loss of compensation for time spent as a grievant, representative, or witness at a hearing held pursuant to this procedure, subject to the provision of Section 18.1.7 below.
- 18.1.7 Employee time taken for the preparing and processing grievances shall be reviewed and discussed as part of the contract renewal process.
- 18.1.8 A grievant shall notify the CSEA chapter president and/or designee when a grievance is going to be filed.

18.2 PURPOSE:

- 18.2.1 The purpose of this procedure is to secure at the lowest possible administrative level a resolution to the grievance caused from the interpretation and application of this Agreement which may affect wages, hours, and terms and conditions of employment. The proceedings will be kept confidential and as informal as may be appropriate at any level of the procedure.
- 18.2.2 Because CSEA and the District want to resolve grievances while the facts are fresh, the time limits specified should be considered firm but may be extended by mutual agreement in writing.
- 18.2.3 LEVEL 1 – INFORMAL:
- 18.2.3.1 Within ten (10) days after the bargaining unit member knew or reasonably should have known of the event or circumstances occasioning the grievance, the grievant shall initially meet with his/her immediate supervisor in an attempt to resolve the grievance informally.
- 18.2.4 LEVEL 2 – FORMAL:
- 18.2.4.1 If the Level 1 discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing not later than fifteen (15) days after the Level 1 meeting. The formal document shall be clear, concise statement of the grievance, citing specific sections of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought. Within fifteen (15) days after the filing of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant.
- 18.2.5 LEVEL 3 – SUPERINTENDENT:
- 18.2.5.1 If the grievant is not satisfied with the decision rendered at Level 2, he/she may appeal the decision within fifteen (15) days to the Superintendent or his/her designee. The appeal shall include a copy of the original grievance, the decision rendered at Level 2, and a clear, concise statement of the reasons for the appeal. Within twenty (20) days after the appeal is filed, the Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant.

18.2.6 LEVEL 4 – CONCILIATION:

18.2.6.1 If the grievant is not satisfied with the Level 3 decision, he/she may request the Association to seek conciliation pursuant to the section.

18.2.6.2 The Association, if concurring with the grievant request to seek conciliation, shall, within ten (10) working days, request the State of California Conciliation/Mediation Service (Dept. of Industrial Relations) to provide a conciliator to assist the Association and the District to resolve the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent and the grievant when the request is made.

18.2.6.3 The conciliator shall not make any written or public recommendations, relative to the grievance. If the grievant and/or the Superintendent do not agree to the conciliator's proposed solution, or cannot resolve the matter in some other way by mutual agreement, the grievant may appeal to the Board of Trustees within ten (10) working days of the conclusion of the conciliator's meeting.

18.2.7 If the grievance is not resolved in the meeting with the Superintendent or the written decision rendered does not resolve the matter, CSEA may within fifteen (15) days of the written decision specified in Section 18 above, request in writing that the grievance be submitted to the Board of Trustees for arbitration of the matter.

18.3.1 LEVEL 5 – BOARD HEARING/ARBITRATION:

18.3.1.1 After a grievance has been submitted to the Board of Trustees a date shall be mutually scheduled with the parties for hearing of the grievance.

18.3.1.2 Prior to the hearing, CSEA and the District shall attempt to develop a written description of the grievance and steps through which it has moved, including the question or issue which must be answered or solved. The document, if and when agreed to and signed by both parties, will become the charge for the Board of Trustees.

18.3.1.3 Either party may call witnesses and present evidence relevant to the grievance issues.

- 18.3.1.4 The Board of Trustee's decision will be in writing and will set forth to all parties their findings of fact, reasoning and conclusions of law on the issues submitted. The Board of Trustees will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The Board of Trustees 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. Should it become necessary to decide an issue, the Board of Trustees is required to review issues of "external law". The decision of the Board of Trustees shall be final.
- 18.3.1.5 Costs will be borne by the party incurring them. Costs of a transcript, if used by a party, shall be borne by the party requesting the transcript.

18.4 MISCELLANEOUS

- 18.4.1 No reprisals of any kind will be taken by any person against any aggrieved person, any party in interest, any member of CSEA, or any other participant in the grievance procedures by reasons of such participation.
- 18.4.2 An employee may be represented as part of the grievance procedure by himself or herself or, at their option, by a representative of CSEA beginning at Level 2. An employee may at any time present grievances to the District and have such grievances adjusted without the intervention of CSEA as long as the adjustment is reached prior to the Board Hearing/Arbitration level and the adjustment is consistent with the terms of this written Agreement. The District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 18.4.3 CSEA shall (on its own behalf or on the behalf of the affected employees) initiate with the Superintendent if a member of the bargaining unit is involved in a grievance which affects more than one employee at more than one location.
- 18.4.4 Decisions rendered will be in writing specifying the decision and the reasons and will be transmitted promptly to the grievant. Time limits for appeal shall begin the day following receipt by the grievant of the written decision. The District shall maintain a log of the dates that decisions are transmitted.
- 18.4.5 When it is necessary for a grievant and his/her representative or an employee requested to appear to attend a grievance meeting or hearing during the working day, such parties shall be released without loss of pay. To assure uninterrupted

service to students, an effort will be made to hold grievance hearings outside the grieving employee's workday if feasible.

- 18.4.6 All documents, communications, and records resulting from the processing of a grievance shall be filed separately from the personnel file of any participant.
- 18.4.7 Appropriate forms for the filing and processing of grievances will be developed jointly by the District and CSEA and provided by the District or CSEA, as necessary, at the cost of the District.
- 18.4.8 If the District does not respond in a timely fashion, the grievance automatically proceeds to the next level of the grievance procedure.

ARTICLE 19 – CONTRACTING AND BARGAINING UNIT WORK

- 19.1 During the life of this Agreement, the District agrees that it will not contract out work, which has been customarily and routinely performed or is performable, by bargaining unit members without prior discussions and agreement reached with CSEA.

ARTICLE 20 – SAVINGS

- 20.1 If any provision of this Agreement is held contrary to law by a court or governmental authority having final jurisdiction, such provision shall be deemed invalid to the extent required by such decision. All other provision of this Agreement shall continue in full force and effect.
- 20.2 Suspension or Invalidation
 - 20.2.1 In the event of suspension or invalidation of any article or section of this Agreement, the parties upon request, agree to meet and negotiate within sixty (60) days after such request for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 21 – DISTRICT RIGHTS

- 21.1 It is understood and agreed that the District retain all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its bargaining unit members; determine the times and hours of operation; determine the type and level of services to be provided and the method and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and type of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify

facilities; establish budget procedures and determine budgetary allocations; and determine the methods of raising revenue. In addition the district retains the right to hire, assign, classify, evaluate, promote, layoff, terminate and discipline employees.

- 21.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 21.3 In the event of an emergency, the District has the right to amend or rescind any part(s) of this Agreement as it applies to the emergency and for the length of the emergency.

ARTICLE 22 – ORGANIZATIONAL SECURITY

22.1 MEMBERSHIP and DUES DEDUCTION

- 22.1.1 The parties to this Agreement acknowledge that CSEA has notified the employer to implement the provisions of Government Code Section 3546 (a), requiring as a condition of employment, the deduction of CSEA dues or fair share fee from the wages or salary of every bargaining unit member. This agreement requires an employee as a condition of continued employment to either join the Association or pay the Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.
- 22.1.2 The Association shall have the sole and exclusive right to payroll deduction of regular membership dues and agency shop service fee payers.
- 22.1.3 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 22.1.4 Any new unit members shall within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association, or pay to the Association a service fee. There shall be no charge to the Association for such mandatory agency fee deductions.
- 22.1.5 The Association has the sole right to verify that a worker qualifies for a religious exemption from the obligation to pay fees. Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support the California School Employees Association (CSEA) except that such Unit Member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations,

charitable funds exempt from taxation under Section 50(c)(3) of Title 26 of the Internal Revenue Code:

22.1.5.1 Interfaith Ministries

22.1.5.2 RUSD Memorial Fund

22.1.5.3 Ripon CSEA #797 Scholarship Fund

22.1.6 Any unit member making payments as set forth in Section 5, and who requests that the grievance arbitration provisions of this agreement shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

22.1.7 With respect to all sums deducted by the District, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or service fee status in the Association, and indicating any changes in personnel from the list previously furnished. Also, Government Code section 3546(f) requires employers to provide the exclusive representative with employees' home addresses so that the union can send out required legal notices.

22.1.8 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

22.1.9 Association agrees to reimburse the employer, its officers and agents for reasonable Attorney's fees and legal costs incurred after notice to Association in defending against any court or administrative action challenging the legality of the organizational security provision of this Agreement or the implementation thereof.

22.1.10 The Association agrees to reimburse the employer, its officers or agent for any award or Compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of the Agreement or the implementation thereof provided the employer has complied with the terms of this Article and has promptly notified Association of its awareness of such action.

22.1.11 The Association shall have the exclusive right to decide and determine whether any such Action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 23 – TRANSPORTATION

23.1 Possession of a valid bus driver's license is a requirement for all **transportation positions**.
TMC.

23.1.1 A six (6) month probationary period will be established for all future new employees. If a probationary employee secures a bus driver's license within the probationary period, the employee will be given bus driving assignments.

However, the employee will remain on probationary status for the full six months. At the end of the six month period, the district will make a final determination regarding permanent status.

- 23.1.2 If a probationary employee has not shown continuous adequate progress in the procedures (see Appendix F) to secure a bus driver's license within the probationary period, permanent status will be denied and the employee will be terminated. If the probationary employee has made a reasonable effort to secure the license and completion of the process is extended due to situations beyond the control of the employee, the time period to secure a license may be extended by the district. Probationary employees will not be covered by the terms of Article 14.2 of the contract. These articles will only apply to employees with permanent status.
- 23.1.2.1 The district will endeavor to initiate necessary training and testing for new employees within 30 days of initial employment. The training and testing will be scheduled to accomplish completion within 90 days of initial employment.
- 23.1.3 If an employee does not possess a valid license at the time of initial employment, all training and testing will take place during scheduled work time.
- 23.1.4 The district will use state approved staff development days to schedule coursework and class time needed for bus driver renewal during the work day. If the employee is unable to participate in the scheduled hours, it will be the responsibility of the employee to complete the required coursework and class time on the employee's own time.
- 23.1.5 Failure of an employee to renew a driver's license prior to the expiration date will be grounds for termination of employment if it can be demonstrated the employee has not made a good faith effort to complete the renewal process.
- 23.1.6 CSEA and the district agree that the training provided to unit members to obtain bus driver certification represents a significant cost to the district. An employee who secures this certification and then leaves the district with less than three years of service to the district represents a loss to the district. If the district experiences significant loss of trained employees with less than three years of employment in the district, CSEA agrees to negotiate the implementation of a reimbursement schedule so the district can recover some of its costs.
- 23.1.7 All unit members will comply with district policies on drug and alcohol testing which address requirements of the Omnibus Transportation Employer Act of 1991. Any unit member who violates the provisions of the policies may be subject to discipline, up to and including dismissal.

- 23.1.8 Employees will be reimbursed for any out-of-pocket expenses associated with mandatory physical examinations for a first examination. If subsequent examinations are required by the physician or to maintain employment, those costs will also be covered. If an employee requests a second opinion, those costs will be the responsibility of the employee.
- 23.1.8.1 Reimbursement of License/Certification Fee: Unit members who are required to maintain bus driver certification will be reimbursed for costs associated with maintaining their certification over and above their class C license. The employee will provide to the transportation department their receipts and will be issued a warrant from the business department.
- 23.1.9 Employees will take mandatory tests during the contracted work day. If the employee elects to take those tests at another time, the employee will not be compensated for the time.
- 23.1.9.1 If an employee fails any tests and has to wait to retake the tests, subsequent tests will be taken on the employee's time, not paid time. Any costs associated with those retakes will be born by the employee and not the district. **It will be the responsibility of the employee to complete any additional studying, preparation and class time on the employee's own time.**
- 23.1.9.2 If an employee is scheduled to work at night and has to take tests during the day, the employee's work day will be adjusted so the tests occur during paid time. If the employee's work day cannot be adjusted, the employee will be compensated for the time needed to take the test ~~at straight time~~.
- 23.1.10 Per Vehicle Code section 12517.2(a), the district must maintain copies of the employees' physical examination on file in order for CHP to verify all drivers' certificates are properly maintained. The district agrees that the examination records will be kept in a secure location separate from the personnel records and access will only be available to authorized district personnel, CHP or DMV representatives.
- 23.1.11 In the event a bargaining unit member who must possess a bus driver certificate to be employed is unable to secure this certification due to a permanent medical condition, the employee shall continue as an employee of the district, if the employee has been continuously employed by the district for 15 years. There may be no more than two (2) bargaining unit members in this situation at any one time.

- 23.1.12 Seniority Opt Out – No more than two (2) most senior unit members may opt out of the bus driving requirements. The employee must have been continuously employed by the district for 20 years. If one (1) of the two (2) most senior unit members chooses not to opt out one (1) of the spots will be held for that senior unit member.

ARTICLE 24 – RECLASSIFICATION/REALLOCATION

- 24.1 CSEA and the District have come to an agreement to implement a reclassification/reallocation committee. In order to better understand the process, we have jointly compiled the following information.
- 24.2 The Committee is to be made up of four District/administrative personnel and four CSEA-selected bargaining unit members. Terms are to be rotating three years, with the exception of the personnel specialist which remains a constant. The Committee needs a minimum of three members from each group present in order to meet. Should a committee member have a conflict of interest, they will recuse themselves from voting as it pertains to a particular request. A conflict can include, but is not limited to, situations such as:
- 24.1.1 The request is from the committee member's department;
 - 24.1.2 The request is from the committee member's relative;
 - 24.1.3 The request is from an individual the committee member supervises;
 - 24.1.4 The committee member is in the same job classification.
- 24.2 Decisions are reached by consensus of the committee. A consensus must be reached on all decisions or a majority vote is taken.
- 24.3 PURPOSE:
- 24.3.1 The District and CSEA believe it is important to maintain a fair and equitable reclassification/reallocation system. Because duties and responsibilities change over time, the parties have agreed to the following system to upgrade and recognize changes which take place and shall apply to all parties.
 - 24.3.2 Decisions regarding reclassifications/reallocations shall be based on substantial and permanent changes in the level of duties and responsibilities of the position assigned by the District.
 - 24.3.3 An increase in the volume of work shall not be the basis for a reclassification/reallocation.
- 24.5 DEFINITION OF TERMS:
- 24.5.1 *Class/Classification* - a group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position assigned to the class; substantially the same requirements of education,

experience, knowledge, and ability are demanded of incumbents; substantially the same test of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

24.5.2 *Reclassification* - a change in class assignment of a position upward, downward or laterally as a result of a change or reassessment of duties by virtue of gradual change. Gradual change means that the change of assignment occurs over a period of time and is not the result of a sudden reassignment or reorganization of a position's tasks and duties.

24.5.3 *Allocation* - the official placing of a class in a salary range schedule or hourly rate, or placing a position in a given classification and the assignment of the class title to the position.

24.6 REQUEST FOR RECLASSIFICATION/REALLOCATION

24.6.1 A request for reclassification/reallocation may be initiated by management, bargaining unit, or by the employee. The employee must be a permanent bargaining unit member and must have been performing the work, which is the basis for the reclassification request for at least six (6) months before the reclassification/reallocation request. To make a request for reclassification/reallocation, management, bargaining unit, or employee shall submit a Request For Reclassification Form (Exhibit E) to the Personnel Department by November 1. A copy shall be sent to the CSEA Chapter President and it is recommended that the employee keep a copy for his/her files. Forms are available on the district's website employee portal, personnel office or bargaining unit contract.

24.7 RECLASSIFICATION/REALLOCATION PROCESS TIME LINE

24.7.1	Year round	Forms available
24.7.2	November 1	Reclassification/reallocation applications due to Personnel Office, CSEA Chapter President, and retain a copy for personal file
24.7.3	November 2 - April 1	Reclassification/reallocation committee meets and makes recommendations
24.7.4	April 1	Superintendent receives committee's results
24.7.5	April 30	Superintendent issues reclassification/reallocation recommendation/decision
24.7.6	Prior to June 30	Governing Board review of proposed reclassification/reallocation pending final approval of District and state budgets.

24.8 Should the Governing Board approve funding for reclassification/reallocation, the bargaining

team will meet to finalize the reclassification/reallocation process. Reclassification/Reallocation will commence 30 days after board approval.

ARTICLE 25 – DURATION OF AGREEMENT

- 25.1 This Agreement shall be effective **July 1, 2015** and shall continue in effect up to and including **June 30, 2018**.
- 25.2 This Agreement may be reopened for negotiations during **2017-18** only on the following:
- 25.2.1 Wages
 - 25.2.2 Fringe Benefits
 - 25.2.3 No more than two (2) articles each party

ARTICLE 26 – PROFESSIONAL GROWTH PROGRAM

A. Purpose of Program

The Professional Growth Program is designed to improve the job performance of classified employees and to provide training to gain new skill, abilities and education that enhance career development.

B. Professional Growth Incentive Plan

The District shall offer all unit members a professional growth incentive plan. The plan shall provide incentive pay for unit members who attend approved professional growth educational training and courses. The plan shall be voluntary.

C. Eligibility

After one (1) year of service to the district, an employee on the commencement of the second (2nd) year and every two years thereafter may qualify for reimbursement from the Professional Growth Program. The maximum reimbursement amount will be \$900 for full time employees (eight hours per day, five days per week) and \$450 for part time employees (four or more hours, but less than eight, five days per week), limited to four (4) times maximum.

D. Criteria for the Program

- 1. Written requests for permission must be submitted to the Superintendent 30 days prior to each semester cycle (spring, fall and summer) or class start date for approved program or course work.**
- 2. Program and/or classes must be job related.**
- 3. Courses may include college courses, including on-line courses, business courses, adult education, seminars, conferences and trade school.**
- 4. Courses must be completed to receive credit, with a passing grade of “C” or better.**

5. **Nine (9) college units or their equivalent must be completed.**
6. **The point system will be used to determine if a unit member will receive an award/bonus. To qualify for a Professional Growth Incentive Award, the unit member must complete 9 units. This will be set in terms of college units or equivalent. In the case of non-unit studies, hours will be used to determine units. The standard of 15 hours of participation will equal one unit. One unit is equivalent to one (1) point.**
7. **Courses may be counted one time only for professional growth credit. Courses in progress at the end of one fiscal year may be carried over to another year.**
8. **All employees may take advantage of the program once in any two (2) year period. Employees must complete the 9 units in the two year period. No more than one Professional Growth Incentive Award will be granted in any year.**
9. **In order to obtain credit for approved completed coursework, unit members need to submit one of the following:**
 - a. **Official Transcripts**
 - b. **Certificate or official document verifying the number of hours completed, including dates of attendance.**
10. **Unit members returning to employment following a layoff or return to employment pursuant to Education Code sections 45192 or 45195 (rehire following disability) shall be entitled to reinstatement of all earned professional growth increments.**
11. **Professional growth activities occurring prior to an employee's beginning employment/reemployment with the District shall not be credited in this program**

E. Reimbursement

Reimbursement will be made for up to one year after completion of the course at the end of each semester cycle upon submission and approval of transcripts and /or certificate of official document verifying the number of hours completed including dates of attendance.

APPENDIX A – CSEA BARGAINING UNIT MEMBERS

Bi-Lingual Aide	Range 41a
Nutrition Services	Range 41
Campus Security	Range 41
Building Custodian	Range 42
Bilingual Family Liaison	Range 42
Librarian	Range 42
ASB High School.....	Range 42
Building Custodian & Maintenance	Range 43
Groundskeeper	Range 43
Swim Pool Maintenance & Groundskeeper	Range 43
Bus Driver	Range 44
Head Custodian – High School	Range 44
School Secretary/School Counseling Secretary	Range 44
Data Analyst/Software Specialist	Range 45
District Maintenance Technician	Range 45

APPENDIX B - CSEA PAY SCHEDULE
Ripon Unified School District
2014-2015

CSEA SALARY SCHEDULE

Range	Position	Days		Range	Position	Days	
40	Bi-Lingual Aides	180		43	Building Custodian & Maint	261	
41	Nutrition Services	184		43	Swim Pool & Groundskeeper	261	
41	Campus Security	180		44	Bus Driver	180	
42	Building Custodian	261		44	Head Custodian - High School	261	
42	Library Clerk	205 / 215		44	School & Counseling Sec	205 / 215	
43	Groundskeeper	261		45	District Maintenance Tech	261	
<div><div></div><div>Range</div></div>	A	B	C	D	E	F	G

40	13.10	13.62	14.13	14.63	15.16	15.70	16.16
MNTLY	2,279.40	2,369.88	2,458.62	2,545.62	2,637.84	2,731.80	2,811.84
ANNUAL	27,352.80	28,438.56	29,503.44	30,547.44	31,654.08	32,781.60	33,742.08

41	13.26	13.80	14.35	14.91	15.50	16.04	16.65
MNTLY	2,307.24	2,401.20	2,496.90	2,594.34	2,697.00	2,790.96	2,897.10
ANNUAL	27,686.88	28,814.40	29,962.80	31,132.08	32,364.00	33,491.52	34,765.20

42	14.20	14.90	15.63	16.41	17.23	18.08	18.86
MNTLY	2,470.80	2,592.60	2,719.62	2,855.34	2,998.02	3,145.92	3,281.64
ANNUAL	29,649.60	31,111.20	32,635.44	34,264.08	35,976.24	37,751.04	39,379.68

43	14.90	15.63	16.41	17.23	18.08	18.86	19.82
MNTLY	2,592.60	2,719.62	2,855.34	2,998.02	3,145.92	3,281.64	3,448.68
ANNUAL	31,111.20	32,635.44	34,264.08	35,976.24	37,751.04	39,379.68	41,384.16

44	15.63	16.41	17.23	18.08	18.86	19.82	20.61
MNTLY	2,719.62	2,855.34	2,998.02	3,145.92	3,281.64	3,448.68	3,586.14
ANNUAL	32,635.44	34,264.08	35,976.24	37,751.04	39,379.68	41,384.16	43,033.68

45	16.41	17.23	18.05	18.86	19.82	20.61	21.65
MNTLY	2,855.34	2,998.02	3,140.70	3,281.64	3,448.68	3,586.14	3,767.10
ANNUAL	34,264.08	35,976.24	37,688.40	39,379.68	41,384.16	43,033.68	45,205.20

Note: The monthly and annual amounts are dependent on number of paid days.

HOW TO CALCULATE WAGES FOR:

HOW TO CALCULATE WAGES FOR:

Full Time 12 Month Employees:			Employees Working Less Than 12 Months:		
Daily:	Hourly x Hours Per Day		Hourly x Hours Per Day		
Monthly:	Hourly x 174	(261/12*8)	Annual Rate / Number of Months Paid		
Annual:	Monthly Rate x 12		Hourly x Hours Per Day x Days Worked		

APPENDIX C – CATASTROPHIC LEAVE PROGRAM
RIPON UNIFIED SCHOOL DISTRICT
CATASTROPHIC LEAVE PROGRAM
ARTICLE 16
2014-15 SCHOOL YEAR

Name

Location

Current Position

Payroll ID Number

I hereby contribute _____ day(s)* of sick leave to the Catastrophic Leave Program.

I understand the contribution will be deducted from my sick leave balance and the contribution is irrevocable.

I also understand this contribution qualifies me to request leave from the Catastrophic Leave Program in the event I exhaust all leave entitlement and am suffering from a catastrophic illness or injury, or if a member of my family is suffering from a catastrophic illness or injury and my presence is required to care for the family member.

Final determination of whether to grant the catastrophic leave, if requested, will be made by the Catastrophic Leave Committee.

Signature

Date

NOTE: Unit members must have permanent status to participate in the Catastrophic Leave Program. Permanent status is at least one year of employment with the District.

(*minimum donation = 1 day; maximum donation = 5 days)

Return this form to the Personnel Office, no later than August 31, 2007.

APPENDIX D – CATASTROPHIC MEDICAL CERTIFICATION FORM

RIPON UNIFIED SCHOOL DISTRICT CERTIFICATION OF HEALTH CARE PROVIDER (Catastrophic Leave Certification)

1. Employee's Name: _____
2. Patient's Name: _____
3. Date medical condition¹ or need for treatment commenced. [NOTE: PLEASE DO NOT DISCLOSE THE UNDERLYING DIAGNOSIS WITHOUT THE CONSENT OF THE PATIENT]: _____
4. Probable duration of medical condition or need for treatment (and also the probable duration of the patient's present incapacity² if different): _____
5. The attached sheet describes what is meant by a "Catastrophic Illness or Injury". Does the patient's medical condition qualify under any of the categories described? If so, please check the appropriate category.
(a) _____ (b) _____ (c) _____ (d) _____ or None of the above _____
6. If the condition is a chronic condition or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity:

7. If additional treatments will be required for the condition, provide an estimate of the probably number of treatments: _____
8. If the certification is for the serious health condition of the employee, please answer the following questions:

Yes	No	
_____	_____	Is the employee able to perform work of any kind? (If the response to this question is "no", skip the next question).
_____	_____	Is the employee unable to perform any one or more of the essential job functions of the employee's position? (<i>The employee or employer will provide you with information about the essential job functions.</i>) If yes, please list the essential functions the employee is unable to perform. _____ _____
_____	_____	If the answers to the previous questions are "no", it is necessary for the employee to be absent from work for treatment?

¹ The information sought in this form relates only to the condition for which the employee presently is requesting Catastrophic Leave.

² "Incapacity" as used herein means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore or recovery therefrom.

³

**RIPON UNIFIED SCHOOL DISTRICT
RECLASSIFICATION/REALLOCATION REQUEST FORM**

What action are you requesting with this form? _____

- [illegible]

III. How do these additional duties impact your overall responsibility and authority?

IV. Describe how these additional duties affect the qualifications (knowledge, abilities, education, experience, licenses and certifications) required for your classification/JOB DESCRIPTION?

I request an interview with the reclassification committee.

☐ Yes

☐ No

Employee's Signature*

Date

**NOTE: Employee should submit completed form to the Personnel Office and the CSEA President (we suggest that you keep a copy for your files) BEFORE NOVEMBER 1. Attach a copy of your current job description; a copy of the proposed job description; or any additional supporting documentation.*

SUPERVISOR'S REVIEW

Do you agree that the employee is performing the additional duties indicated on this form? ☐ Yes ☐ No

Supervisor's Signature

Date

APPENDIX F – BUS DRIVING TRAINING PROCEDURES

STEPS TO BECOME A BUS DRIVER WITH RIPON USD

- 1- – Get DMV Commercial Written Handbook. Begin self-study and testing (3 tests = Commercial Class B Test, Air Brake Test, and Passenger Endorsement Test). DMV MAY test you for general Class C and/or Motorcycle (if applicable). Schedule and take DMV Commercial Written Tests.
*Need completed application +**Do not sign it+**, *original physical* (#3 below), current driver's license, social security card, and \$64 to DMV. Can take tests one at a time or all three on the same day (4-8 weeks)
- 2 – DMV H-6 Print-Out to HR/District Office (if not already given to District) \$5 cost at DMV. We will put employee who is prospective bus driver on DMV Pull Notice list after receiving original DMV H-6.
- 3 – Get a “DMV” physical completed by V-Tec (1550 Colony Road, Ripon)
(Walk-in's only & make sure to say DMV)
After physical completed, HR will make 3 copies of physical form.
1 copy to file, 1 copy for CHP and employee keeps 1 copy. Original is for DMV
(1-2 weeks to complete, longer if issues arise)
- 4 – Once above completed CHP classroom training will be scheduled with the Instructor. (2-6 weeks)
- 5 – You must purchase a CHP 82.7 handbook from a CHP office. \$5.42 *must have exact CASH*
- 6 – CHP Classroom Sessions (20+ hours) with trainer and STUDY material from class for CHP testing. (2-3 weeks)
- 7 – As you begin Classroom a CHP interview appointment will be scheduled (2-4 weeks).
- 8 – You will do CHP interview on scheduled day with CHP Officer. *Must take: \$57 cash, copy of physical long form, medical card, current driver's license, H-6 printout w/in 30 days, and completed CHP Form 295 +**Do not sign it+**.
- 9 – After interview completed, you will go back to CHP on following Wednesday at 9:00 am for written rules and regulations tests. Confirm test date with Trainer or Officer. (1-2 weeks)
- 10-After successful completions of rules & regulations – get self-study 1st aid material from District
**Take and pass the CHP 1st aid test. Test give only on Wednesdays at 9:00 am. (2-4 weeks)
*If failed twice you will need to take a 1st aid class to obtain a 1st aid certificate (4-6 weeks longer)
- 11 – A Drug Test must be completed (See HR to get form for “Pre-employment Drug Test” with V-Tec (1 week)
- 12 – Once all above is successfully completed you will begin pre-trip training with Toni Williams (2-3 weeks) and we can schedule behind the wheel training (BTW) with the driver trainer. (4-6 weeks)

13 – Once BTW training completed, a CHP BTW exam will be scheduled. It will cover the pre-trip and BTW with a CHP officer (2-4 weeks to get an appointment)

14 – Trainer goes with you to the pre-trip and driving test with the Officer at Stockton CHP.

15 – You will have proficiency training on the other buses in the RUSD yard. (2-3 weeks)

**As you complete each step please contact District Office with updates, each candidate has direct control of self-study time lines and will need to complete all steps with-in six months from hire date.

***Any questions regarding material and/or questions regarding training please contact John/Trainer

Andy Strickland 652-8049

Tammy Magallanes 652-8124

I have read and understand all steps above are required to be completed with-in 6 months from date of hire with Ripon Unified School District to become a permanent employee.

Name

Date

Signature