THE CHICO AGREEMENT

COLLECTIVE BARGAINING AGREEMENT

Between the

CHICO UNIFIED SCHOOL DISTRICT

and

CHICO CHAPTER #110 – CSEA

Effective from July 1, 2021 through June 30, 2024

A Public Document for Public Information
CHICO UNIFIED SCHOOL DISTRICT/CHICO CHAPTER # 110-CSEA
COLLECTIVE BARGAINING AGREEMENT

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**MISCELLANEOUS MEMORANDA OF UNDERSTANDING AND OBSOLETE SIDE LETTERS**
ARTICLE 1
PREAMBLE

1.1 Parties
This Agreement is made and entered into by and between the Chico Unified School District (hereinafter referred to as "District") and Chico Chapter 110, California School Employees Association (hereinafter referred to as "CSEA").

1.2 Purpose and Severability
The purpose of the Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences and establish rates of pay and other terms and conditions of employment. The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment as specified in Government Code Section 3543.2. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation. To the extent that any agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties. Each party agrees that the terms and provisions of the Agreement shall be construed and interpreted so as to be within the meaning of said scope of representation. The parties further agree that any provision contained herein which is later determined to be outside of said scope of representation, or otherwise contrary to law, shall be void, of no force and effect, and severed from the remainder of the provisions of this Agreement, which shall otherwise be and remain in full force and effect.

1.3 Employees Governed by Agreement
The employees of the District who are governed by this Agreement are those employees whose classifications are listed on Schedule "A-1" attached hereto and made a part hereof, but shall not include employees who are from time to time designated by the District as a “management employee” as defined in Government Code Section 3540.1, and shall further not include employees who are substitutes, or in confidential, supervisory, limited term (except when already a bargaining unit member in regular status in a classification as listed on Schedule A-1), or restricted positions as listed on Schedule “A-2” attached hereto and made a part hereof. All newly created positions, except those that are exempted by law from the classified service, or are certificated, management, confidential, supervisory, limited term, or restricted positions, shall be assigned to the bargaining unit. The designation of confidential or supervisory employees shall be made by mutual agreement between the District and CSEA.

Disputed cases shall be submitted to the PERB for resolution. Pending decision of the PERB, the decision of the District shall control for disputed supervisory positions, and the decision of the CSEA shall control for disputed confidential positions.

1.4 Effect of Agreement
1.4.1 This Agreement, when signed by the parties hereto, represents the full and complete understanding and commitment between the parties, is the sole Agreement between the parties, and supersedes all other agreements and supplements. This Agreement may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement. The District and CSEA also mutually agree that this Agreement shall be in full settlement of all issues which were or could have been the subject of meeting and negotiating. CSEA and District hereby waive all rights to
meet and negotiate during the term of this Agreement unless otherwise expressly stated in this Agreement. However, this section is not to be construed as a waiver of those statutory rights of negotiation which may be created subsequent to the effective date of this Agreement.

1.4.2 Merit System Rule V, Classification/Reclassification and Impact and Effects of Classification/Reclassification; Rule V, Promotions; and Sections 2004, 2005 and 2006 of Rule XX, Disciplinary Action and Appeal were thoroughly and completely negotiated by the parties and will continue in full force and effect during the term of this Agreement. The CSEA expressly waives and relinquishes the right to meet and negotiate on classification/reclassification and impact and effects of disciplinary appeal during the term of the Agreement except as provided by the reopener provisions in the Agreement. Further, classification/reclassification and impact and effects of classification/reclassification, promotions and disciplinary appeal are not subject to the grievance procedure in this Agreement.

If the Personnel Commission substantially changes the Merit System Provision referenced in this section, the District or CSEA may demand to negotiate.

1.5 District Rights

1.5.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law as limited only by the specific and express terms of this Agreement. Included in, but not limited to, those powers and authority are the exclusive rights to: determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work according to law; hire, classify, assign, reassign, transfer, evaluate, promote, layoff, terminate and discipline employees and to determine the effects and impact of any action implementing these rights; and take action on any matter in the event of an emergency. The determination of whether a situation is an emergency shall be determined in good faith by the District.

1.5.2 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 not be subject to the Grievance Procedure of this Agreement; or subject to the meet and negotiate process.

1.5.3 The District will provide an opportunity for CSEA 110 representative(s) to address newly hired bargaining unit members at the conclusion of the District’s regularly scheduled orientation. The purpose of this opportunity is to provide these new employees with information regarding CSEA representation. This opportunity will be reviewed annually to determine if the process is amenable to both parties. If rather party does not agree with the opportunity, the process will be discontinued.
ARTICLE 2
WAGES

2.1 Base Pay
The salary schedule for unit members as defined in Article 1.3 of the Agreement shall be in accordance with the Schedule A-3, CUSD, Chapter 110, CSEA, Salary Schedule.

1. The Chico Unified School District (District) and the California Schools Employee Association Chapter #110 (CSEA) agree to a three-year salary increase set forth under the conditions stated below.

For the 2017-2018 school year, the salary schedule will include a (2.27%) increase retroactive to July 1, 2017 as currently projected using the LCFF calculator.

- For 2017-2018 the salary increase will be based on per ADA Change Over Prior Year according to the FCMAT LCFF calculator.
  - Implementation of the 2017-2018 salary schedule increase will occur within 60 days of CUSD Board approval.

Beginning in 2018-2019, the salary schedule will be increased by the percentage of per ADA change over the prior year as estimated in September 2018-2019 plus/minus any adjustments from 2017-2018. Current projected calculation shows minimum of (2.61%).

- July and August will be paid on the prior year salary schedule.
- Salary schedule will be adjusted for the September end of month payroll (accounting for prior year adjustment and implementation of current year per ADA Change Over Prior Year according to the FCMAT LCFF calculator).

Beginning in 2019-2020, the salary schedule will be increased by the percentage of per ADA change over prior year as estimated in September 2019-2010 plus/minus any adjustments from 2018-2019. Current projected calculation shows a minimum of (2.23%).

- July and August will be paid on the prior year salary schedule.
- Salary schedule will be adjusted for the September end of month payroll (accounting for prior year adjustment and implementation of current year per ADA Change Over Prior Year according to the FCMAT LCFF calculator).

- If enrollment declines as determined by the certified Fall 1 CALPADS enrollment report (in Year 2 of agreement), the District may reopen compensation for 2019-20. The District will notify CSEA by May 1, 2019 of their intent to reopen compensation for 2019-2020.

- If enrollment increases as determined by certified Fall 1 CALPADS enrollment report for 2018-19 compared to 2017-18 and 2019-20 compared to 2018-19, 20% of additional LCFF revenue generated by students over 100 will be applied to compensation as mutually agreed.

- One-time dollars will continue to be negotiable during the course of this agreement.

- This agreement only concludes negotiations related to salary as specified herein. Benefits shall be increased according to the current contract language in place. Other contract language not related to salary may still be negotiated annually per the contract.

- For the 2020-2021 2nd Year Reopener, the parties agree to carry out regular contract negotiations as delineated in Article 19 of the Collective Bargaining Agreement.
2. As part of one-time dollar allocations (§188,210 for the CSEA unit), the district shall pay a lump sum payment of $345.51 for each 1.0 FTE employee that is in a paid status on the date of the Tentative Agreement ratification. Part-time employees shall receive a pro-rata payment.

Based on the first paid day of probationary service, each employee shall advance:

2.1.1 from Step 1 to Step 2 after six (6) months of continuous employment;

2.1.2 an additional step for each year of continuous employment thereafter until Step 5 is reached; and

2.1.3 after having just served a minimum of one (1) year of continuous employment on Step 5 and having been in continuous employment with the District for ten (10) years, the employee will be placed on the 10-Year longevity step; and

2.1.4 after having just served a minimum of one (1) year of continuous employment on the 10-Year longevity step and having been in continuous employment with the District for fifteen (15) years, the employee will be placed on the 15-Year longevity step; and

2.1.5 after having just served a minimum of one (1) year of continuous employment on the 15-Year longevity step and having been in continuous employment with the District for twenty (20) years, the employee will be placed on the 20-Year longevity step.

2.1.6 after having just served a minimum of one (1) year of continuous employment on the 20-Year longevity step and having been in continuous employment with the District for twenty-five (25) years, the employee will be placed on the 25-Year longevity step.

2.1.7 The District will modify the current longevity steps such that step 25 will receive the same rate as the current step 30. This produces approximately a 10% increase to employees who reach the 25th year of longevity. Step 25 would then become the highest step.

An employee who receives a promotion to a class allocated to a higher salary level as defined by the Personnel Commission shall be placed on the lowest step of such salary range that is at least a full step above the step the employee received in the previous class. The employee shall then progress as per Section(s) 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6, and/or 2.1.7 of this Agreement.

2.2 Cost-Saving Suggestions
In addition to the salaries provided above, any employee shall be entitled to a monetary award for any cost-saving suggestion made by such employee which is implemented by the District by sole reason of such suggestion. Each suggestion shall be specific. General statements such as "reduce number of employees" shall not qualify pursuant to this paragraph. Said award shall be a percentage of the cost saved during the first twelve (12) months of the implementation by the District because of such suggestions, such award not to exceed ten thousand dollars ($10,000). Said suggestions shall be made in writing and presented to the District at the main district office, 1163 East Seventh Street, Chico, California. In the event the identical suggestion is made by more than one employee, the suggestion first received by the District in such fashion shall control. The percentage of such cost shall be as follows:
Fifty percent (50%) of the first $1,000; twenty-five percent (25%) of the next $9,000; and two percent (2%) thereafter.

The District shall determine the amount of the cost saved, although the employee may demand an external audit at the employee’s expense. After implementation, the award shall be payable no later than 60 days following the close of the fiscal year in which the 12-month implementation period ended.

2.3 Temporary Assignment to a Classification

If an employee has been assigned by the Superintendent or designee to perform duties inconsistent with those assigned to the position which are in a position in a classification in a higher range for at least one-half (1/2) work day, the employee will be compensated for this assignment at the first step of the salary range for that type of work that is at least one full class from the first day of assignment, except that if the increase is only one range, the employee will stay at the same step of the new range. It shall be the responsibility of the employee’s supervisor to report out-of-class work.

2.4 Overtime

The salaries to be paid for overtime are as set forth in the section of this Agreement entitled “Hours of Employment.”

2.5 Compensatory Time Off

An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime worked. Such election shall be submitted to the immediate supervisor within five (5) working days following the day the overtime was worked.

Compensatory time off may be taken as time off in units of one-half (1/2) hour or more with the appropriate number of hours of compensatory time off being granted commensurate with the rate of overtime actually earned as provided in the “Hours of Employment” section of this Agreement.

Compensatory time off shall be taken at a time mutually acceptable to the employee in the bargaining unit and the immediate supervisor before September 1 of any given year, except that overtime which was earned in July and August of a year, which shall be taken before September 1 of the following year. If the compensatory time has not been taken by September 1 of the applicable year, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee’s current rate of pay. (Cross-referenced in 3.2.6)

2.6 Training Expense

2.6.1 Mandatory Training (cross-reference Article 9.2)

The District agrees to pay all cost to the employee for any and all training required and authorized by the District and/or law.

Such reimbursement shall include the employee’s proper rate of compensation as provided in this Agreement and also compensation for the actual and/or appropriate expenses incurred for travel, meals, and/or overnight accommodations.

2.6.1.1 Classified employees who are directed to attend training sessions shall be compensated for their travel time, if this travel time (to and from) added to the training session time exceeds the work day. This travel time is computed from their designated work site. If a unit member is required to participate in an inservice
training program outside of his/her shift hours, the District may adjust the employee's shift hours to minimize extra pay or overtime.

2.6.1.2 If the training requires travel within the district, no mileage shall be claimed.

2.6.1.3 If the training requires travel out of the District and overnight accommodations are provided, the employee shall not be in paid status from the time of release from the training until the resumption of training or subsequent time of departure.

2.6.2 Tuition Reimbursement

The District shall grant reimbursement of any or all of the costs, including tuition fees, to any permanent classified employee who satisfactorily completes training approved in advance by the Superintendent or designee to improve job knowledge, skill or ability. All approved costs must be approved in advance by the Superintendent or designee.

2.7 Uniforms: Costs

The District may require the wearing of a distinctive uniform by employees. The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems, and cards required by the District shall be borne by the District.

2.8 License Fees

The District will pay the initial license fee and renewal license fee for the food service and maintenance/operation personnel required to operate vehicles/equipment which require a Class A or B drivers license.

2.9 Liability Insurance

2.9.1 The District shall maintain liability coverage that the District deems advisable. In lieu of such insurance, however, the District may provide protection from its own funds for the purpose of covering the liability of the District, its officers, agents and employees. Further, the District may provide protection against such liability partly by means of its own funds and partly by means of insurance written by insurance companies. The liability referred to herein is the personal liability of the members of the Board of Education and of the officers and employees of the District for damages for death, injury to a person, or damage or loss of property caused by the negligent act or omission of the member, officer or employee when acting within the scope of office or employment.

2.9.2 Liability shall include bodily injury liability and property damage liability to protect employees in the event that employees are required by the District to use their personal vehicles on District business. This liability will be in excess of any liability insurance an employee carries.

2.9.3 The term liability as used in this statement would only apply to liability as a result of injury caused to someone other than the employee. Any injury to an employee would be covered by Workers' Compensation Insurance. Damage to an employee's personal property is not covered by District insurance.
2.10 Tools

2.10.1 The District agrees to provide all tools, equipment, safety equipment and supplies that the District deems to be reasonably necessary to bargaining unit employees for performance of employment duties.

2.10.2 Notwithstanding Section 2.9.1, in the event tools or equipment owned by an employee are used in the schools of the District, the District shall reimburse such employee for the loss, destruction or damage by arson, burglary, vandalism or normal wear and tear of such tools or equipment. However, the reimbursement shall be made only when written approval for the use of the tools or equipment in the schools was given by the Superintendent or designee before the tools or equipment were brought to school and, further, when the value of the tools or equipment was agreed upon, in writing, by the person bringing them and the Superintendent or designee at the time the written approval for such use was given, such value to be re-established on an annual basis. Reimbursement for wear and tear shall only be made as a tool becomes unusable for District purposes or as the tool is permanently withdrawn from use by the District.

2.11 Physical Examinations

The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 45122 or its successor.

2.12 Mileage

Any employee in the bargaining unit required by the District to use his/her vehicle on District business shall be reimbursed at the prevailing District rate for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds within thirty (30) calendar days after submission of the claim by the employee.

2.12.1 Use of Personal Vehicles

District employees shall not be required to deliver materials or supplies utilizing their personal vehicle. District employees may only be requested to utilize their personal vehicle for “simple travel” from site to site. Simple travel shall be defined as a District employee utilizing their personal vehicle to travel within the boundaries of the district to perform their regular duties required under their permanent classification job duty description.

However, in the event of a non-routine situation an employee may be required to transport small equipment or materials (examples would be but not limited to quarts of oil, a vacuum cleaner, curriculum/books, leaf blower, etc.) so long as the employee can be expected to safely lift and transport the item without causing damage to the vehicle. The district will work to minimize the use of employee vehicles for the above purposes.

2.12.2 Mileage for Small School Assignment

Any employee living in Chico, or an equivalent number of miles, assigned to Cohasset or Forest Ranch School for the regular work year shall receive $300 per year in addition to his/her regular placement on the Salary Schedule for the added distance of travel. Employees working less than ten (10) months per year shall receive a pro rata share based on the number of months worked. This amount shall be payable in a separate warrant drawn on District Funds in June of each work year.

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2.13 **Meals**
Any employee in the bargaining unit who, as a result of work assignment, must have meals away from the District shall be reimbursed for reasonable meal expenses as determined by designated management personnel, payable within thirty (30) calendar days after submission of the expense claim.

2.14 **Lodging**
Any employee in the bargaining unit who, as a result of a work assignment must be lodged away from home overnight, shall be reimbursed by the District for the full cost of such lodging not to exceed the District maximum rates. The district shall provide advance funds to the employee for such lodging if a request is made at least three (3) days prior to the overnight stay or the length of time that the employee knows of the assignment, whichever is less, to the District Business Office during normal business hours. If advance funds do not cover the full cost of lodging approved in advance by the District, the District shall reimburse the employee for out-of-pocket lodging expenses within thirty (30) calendar days after the employee has submitted an expense claim.

2.15 **Payroll Errors**
Whenever it is determined that an error has been made in the wages of an employee, the party identifying the error shall apprise the other party as soon as possible. Following such notification, the error will be corrected as follows:

2.15.1 Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplement check issued, not later than five (5) working days after the employee provides notice to the payroll department.

2.15.2 In the event of an overpayment to the employee, the employee will be given a reasonable opportunity to meet with the District representatives to discuss the error. In the event that the District and the employee do not mutually agree to a repayment schedule, the District will deduct a portion of the employee's wages (not to exceed 10% of the monthly net salary) in subsequent months in paid employment until the District is fully reimbursed. An exception to the 10% deduction restriction shall be made when the employee's employment in the District is in the process of or has been terminated.

2.16 **Lost Check**
Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced not later than five (5) working days following the District’s receipt of a signed affidavit by the employee specifying that the employee's paycheck has been lost or not received in the mail.

2.17 **Wages - Payroll Deduction**
Unit members shall, upon appropriate written authorizations to the District, have deductions taken from their wages and have those deductions appropriately remitted for insurance premiums, credit union payments, savings bonds, charitable donations or other plans or programs jointly approved by the CSEA and the District. The District shall pay to the designated program within fifteen (15) days of the deduction all sums so deducted.

2.18 **Compensation for an Employee**
All bargaining unit employees shall be paid on the last working day of each month.
2.19 Pay Increases
The District shall make lump sum payment of an agreed upon retroactive wage increase resulting from this Agreement or any amendments thereto within thirty (30) calendar days of ratification of the Agreement by the parties.

2.20 Differential Pay
The differential pay (the difference between employee's salary and the salary actually paid a substitute employee assigned to fill the position during the employee's absence), for employees as per Section 5.3.2 of Article V, Leaves of the Agreement will vary. The District, at District discretion, will determine when a substitute will be used, whether the substitute will be a non-unit member or a unit member, and who the substitute will be.

2.20.1 When a non-unit member is assigned by the District as a substitute, the substitute wages will be determined by the District. The differential pay for the employee on leave will be the difference between the employee's regular salary and the first step of the salary range.

2.20.2 When a unit member is assigned by the District as a substitute to a higher classification for at least one-half (2) work day, her/his wages will be determined as follows: The unit member will be compensated for this assignment at the first step of the salary range for that type of work that is at least one full step above the step the employee received in the previous class from the first day of assignment, except that if the increase is only one range, the employee will stay at the same step of the new range. The differential pay for the employee on leave will be the difference between the employee's regular salary and the salary actually paid the unit member who is assigned as a substitute to fill the position during the employee's absence.

2.21 Stipends
Any employee in the following job classifications that perform personal procedures (as per IA/IPS Consolidation MOU) for students shall be paid a 2.5% stipend (i.e. current salary plus 2.5% total). Stipends will be paid by pay period and reviewed periodically by the Director of Student Services or his/her designee.
- IPS-Classroom
- IA-Special Education
- IPS-Healthcare
- Instructional Assistant

(Please refer to IA/IPS Consolidation MOU dated March 2017.)

The Director of Student Services or designee will determine which staff is fulfilling this responsibility and will therefore receive the stipend.

Personnel listed as back-up in cases of emergency will receive a stipend equal to 2.5% of their salary for the period of time they are responsible for performing the procedure.

2.22 EQUALIZED PAY PROVISIONS

2.22.1 Annual Orientation: Each year an orientation will be held by no later than the end of the first week of May to explain the programs and their benefits as provided under Section 2.23 below to any interested employees.

2.22.2 Voluntary Summer Savings Program: This program allows employees to set aside defined dollars from each check into their own bank account to be drawn at any time of their
choosing. This method keeps the employee in control of their own money. Please refer to Appendix F for specific participation information.

2.22.3 The Voluntary Individual Pay Equalization Program (VIPEP).

A. This program shall be available on a voluntary basis to all CSEA unit members who are less than 12 month employees regardless of the number of hours worked per day. Once the employee signs up he/she is locked in for the entire fiscal year. Each year an Open Enrollment will occur during the month of May for the following year. No enrollment into the VIPEP program will be allowed after this open enrollment period.

B. Employees may set aside defined dollars from each check to equalize pay throughout the year or supplement pay during the summer through the creation of two “voluntary deduction codes” to set money aside for the payment of summer salary and Health and Welfare benefits. The first code would be labeled “Salary Reserve”, the second “Benefits Reserve”. To set up the Salary Reserve and Benefits Reserve Accounts the interested employees will meet with Payroll staff on a one on one basis to analyze their pay and agree to the monthly amount that will be deducted on a post tax basis.

C. Changes to an employee’s FTE and/or job status which causes either an increase or decrease of the employee’s earnings and/or pro rata share of their benefits paid by the employee DO NOT change the amount designated in either the Salary Reserve or the Benefits Reserve account(s) during the year. However, if the change to the employee’s FTE and/or job status changes to the extent that their new monthly wage will not cover the contribution into the reserve accounts, payroll will meet with the employee to determine what changes need to be made.

D. Establishing the VIPEP program necessitates the Salary Reserve and Benefits Reserve account(s) cover the summer benefit insurance premiums first. Wages saved through the VIPEP must first be utilized to pay for Health and Welfare premiums for July and August. All remaining dollars in the Salary Reserve and/or Benefits Reserve account(s) after covering the summer benefits premiums will be paid in two equal checks coinciding with the July and August month end pay dates.

E. Employee understands and agrees the VIPEP participation results in the after tax rather than pre tax treatment of the employee’s share of the two summer months of Health and Welfare benefits.

F. No early withdrawal of Salary Reserve and Health and Welfare Benefits Reserve account(s) will be allowed except in cases of an employee completely terminating his/her employment or a proven and documented hardship as determined jointly by the Director-Classified Human Resources and the CSEA Chapter #110 President.

G. The first open enrollment period will be held between June 15, 2007 and July 1, 2007 and individual appointments will be held during the month of July to determine the amount of defined dollars that will be set aside during the 2007-08 fiscal year.
2.23 RECLASSIFICATIONS AND REALLOCATIONS

2.23.1 The impact and effects of any district-wide reclassification request shall be negotiated between the parties.

2.23.2 The parties agree to a $30,000 annual fiscal year cap for reclassification/reallocation. Upon reaching the cap, the parties agree that no further reclassification/reallocations will be conducted until the beginning of the next fiscal year.

2.23.3 If the amount of reclassifications and/or reallocations exceeds the $30,000 threshold in any fiscal year, the parties agree to deduct the overage from the next year’s $30,000 allocation.

2.23.4 If the amount of reclassifications and/or reallocations fails to meet the $30,000 threshold in any fiscal year, the parties agree to carry over any remaining amount to the following year.

2.23.5 If CUSD is certified by the County to be Qualified or Negative and CUSD is deficit spending, there is no obligation for CUSD to meet the $30,000. However, the $30,000 will accrue each year. The cap for the accrual for carryover into the next year will be $60,000 to be used when CUSD returns to positive certification.

2.23.6 CUSD reserves the right to consider reclassifications and/or reallocations of non-union positions at any time as long as CUSD meets its $30,000 obligation for that fiscal year as stated above.
ARTICLE 3
HOURS OF EMPLOYMENT

3.1 Work Day and Work Week

3.1.1 Except as provided in 3.1.2 below, the maximum number of hours of regular employment of an employee is eight (8) hours a day and forty (40) hours a week. However, the District may employ persons for lesser periods of time and may order and authorize employees to work additional hours, even in excess of eight (8) hours in one day or forty (40) hours in one week. The work week shall consist of five (5) consecutive working days. Newly created or vacant positions may be designated as comprising a workweek containing a Saturday or Sunday.

3.1.2 The District may establish a 10-hour-per-day, 40-hour-per-week, four-consecutive-day workweek for all, or certain classes of employees, or for employees within a class when, by reason of the work location and duties actually performed by such employees, their services are not required for a workweek of five consecutive days, provided the establishment of such a workweek has the concurrence of the concerned employee, class of employees, or classes of employees as ascertained through CSEA.

3.1.3 When employed, the employee will be notified of the hours assigned (minimum number of hours per day, days per week and months per year) to the position by the District, and the shift hours for the employee as scheduled by the District.

3.1.4 Regular shift hours (scheduling of contiguous hours assigned) will be scheduled as follows:

3.1.4.1 Regular shift hours for an employee being placed in a new or vacant position will be scheduled at the discretion of the District.

3.1.4.2 Once scheduled, a change in the regular shift hours for an employee holding a given position may be accomplished at District discretion by giving the employee fourteen (14) calendar days advance notice of the actual scheduled change in the regular shift hours or without advance notice by District-employee consent.

3.1.5 Split shift hours (scheduling of noncontiguous hours assigned) will be scheduled as follows:

3.1.5.1 Split shift hours for an employee being placed in a new or vacant position will be scheduled at the discretion of the District.

3.1.5.2 An employee holding a regular shift hours position may be scheduled for a split shift by mutual District-employee consent.

3.1.5.3 Once scheduled a change in the split shift hours for an employee holding a given position may be accomplished at District discretion by giving the employee fourteen (14) calendar days advance notice of the actual
scheduled change in the split shift hours or without advance notice by District-employee consent.

3.1.5.4 Any shift which contains an unpaid break other than a duty free meal period shall be considered a split shift. Said duty free meal period shall not exceed sixty (60) minutes.

3.1.6 By mutual consent between the District and the employee the shift hours on a given day for that employee may be modified as follows:

3.1.6.1 The modification may include a change in the beginning and ending times of work for a given day (no net change in the total number of hours worked during that day).

3.1.6.2 At the employee’s written request, the modification may include a change in the actual number of hours worked by the employee on a given day with the understanding that, within the next five (5) working days, the employee will work an adjusted number of hours so that there has been no net change in the overall shift hours. All hours worked as a result of mutual consent to modify the shift hours to meet an immediate need will be on a straight time basis only. The #110-CSEA agrees to indemnify and hold the District harmless for any and all liability, claim, demand or damages arising out of the implementation thereof.

3.1.7 If all or part of an employee’s shift hours are scheduled between 12:00 A.M. and 5:00 A.M. the employee will be paid a 3% wage differential for the portion of the employee’s shift hours falling between the two time frames. The 3% wage differential is not applicable to any overtime hours; is not a part of the classification/reclassification for a given position; and will not be a factor in transfer, promotion, or working out of classification.

3.1.8 In any year when there are more than 260 days available to be worked, twelve month employees shall take the 261st, and if applicable, the 262nd day as non-paid/non-work day(s), which shall be scheduled on any non-student day. Scheduling of the non-paid/non-work day(s) shall be done according to the following process:

3.1.8.1 Prior to April 15th, each 12 month employee shall submit their request to schedule the non-paid/non-work day(s) for the upcoming fiscal year to her/his supervisor. The District will review all submitted requests, along with the employee’s submitted vacation requests and, insofar as possible, consistent with District needs, schedule the employees’ non-paid/non-work day(s) as requested. If an employee does not submit her/his request to schedule the non-paid/non work day(s) prior to April 15th, the District will schedule the employee’s non-paid/non-work day(s) and the employee will be so notified.

3.1.8.2 If a scheduling conflict arises between employees and all other considerations are equal, the District will resolve the conflict in favor of the employee with the highest seniority.
3.1.8.3 After an employee’s non-paid/non-work day(s) has been scheduled by the District, the scheduled non-paid/non-work day(s) may be rescheduled at the request of the employee and with the agreement of the District.

3.1.8.4 The District may cancel a scheduled non-paid/non-work day by giving advance notice to the employee of at least fifteen (15) working days. In the event the District cancels a scheduled non-paid/non-work day, the employee shall have fifteen (15) working days to submit a new request to schedule the non-paid/non-work day on a different non-student day and it shall be scheduled by the District in the same manner and method as the original request. By mutual consent, a non-paid/non-work day may be scheduled on a regular work day. If non-paid/non-work day(s) are cancelled and cannot be rescheduled using this process, they will be treated as additional work day(s) and shall be paid at the appropriate rate of pay.

3.2 Overtime
All overtime work shall be authorized pursuant to 3.2.5 of this section. Except as provided in 3.1.2, overtime is defined as authorized time worked in excess of eight (8) hours in any one day, in excess of eight (8) hours on any one shift; in excess of forty (40) hours in any calendar week. All such overtime hours shall be counted whether they are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to one and one-half (1½) times the regular rate of pay of the employee.

3.2.1 All overtime shall be reported and credited in multiples of six (6) minutes working time.

3.2.2 All hours worked in excess of eight (8) hours on the sixth (6th) or seventh (7th) consecutive day shall be compensated at two and one-half (2½) times the regular rate of pay.

3.2.3 All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2½) times the regular rate of pay.

3.2.4 For the purpose of computing the number of hours or days worked in accordance with the foregoing, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.

3.2.5 No employee shall be required to work overtime unless such work is authorized by the Superintendent or designee.

3.2.6 Compensatory Time Off
An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime worked. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked.
Compensatory time off may be taken as time off in units of one-half (1/2) hour or more with the appropriate number of hours of compensatory time off being granted commensurate with the rate of overtime actually earned as provided in the "Hours of Employment" section of this Agreement. Compensatory time off shall be taken at a time mutually acceptable to the employee in the bargaining unit and the Assistant Superintendent in charge of personnel or designee before September 1 of any given year, except that overtime which was earned in July and August of a year, which shall be taken before September 1 of the following year. If the compensatory time has not been taken by September 1 of the applicable year, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay. (Cross-referenced in 2.5)

3.2.7 The District may, with the approval of the Personnel Commission, exempt specific classes of positions from compensation for overtime in excess of eight hours in one day provided that hours worked in excess of 40 in a calendar week shall be compensated on an overtime basis. These exceptions must be subject to fluctuations in daily working hours not susceptible to administrative control such as security patrol and recreation classes, but not food service and transportation classes.

3.2.8 When a four-day work-week is established, the overtime rate shall be paid for all hours worked in excess of the required workday, which shall not exceed 10 hours. Work performed on the fifth (5th), sixth (6th), and seventh (7th) days shall be compensated for at a rate equal to one and one-half (1½) times the regular rate of pay of the employee designated and authorized to perform the work. Further, all hours in excess of eight (8) hours on the fifth (5th), sixth (6th), or seventh (7th) days shall be paid at two and one-half (2½) times the regular rate of pay.

3.3 Increase or Decrease in Assignment of Hours

3.3.1 The District may assign available employees to any particular job in their classification in such a fashion that the total number of overtime hours worked collectively by all employees of the District is minimized. To the extent that such minimization of overtime hours is not affected, extra duty assignment shall be distributed as equally as possible among employees within a classification who are reasonably qualified to perform such assignment.

3.3.2 After transfer requests have been considered under the provisions of Section 6.4.1 and 6.4.2, assignment of hours which for a particular employee constitutes a change in hours per day or days per year for vacant full-time and part-time positions shall be based upon seniority within the classification plus higher classes.

3.3.2.1 In the event a student’s Individualized Education Program (IEP) requires an increase in assigned time/days of a currently assigned 1:1 Special Education Aide (1:1 Aide) due to a change in the IEP or a change in the student’s grade level, the District will review and consider the recommendation of the IEP team. If the recommendation is to have the current 1:1 Aide continue to be assigned to the student, the District will offer the increased time to the current 1:1 Aide. If the current 1:1 Aide
assigned to the student initially declines the increase in hours, the increase in hours will be subject to the provisions of Sections 3.3.3 above and 6.4 et.al (Order of Offers).

### 3.3.2.2

Given a vacancy, after article 16.5 has been applied and provisions in Section 3.3.3 have been met, full-time employees working less than 12 months shall be offered the position in descending order of seniority.

### 3.4 Volunteers

#### 3.4.1

The District shall not have work performed by persons who are not employed by the District, which work would customarily be performed by unit members and which will result in the displacement of permanent employees governed by this Agreement, including partial displacement, such as reduction in hours of non-overtime work or reduction in non-overtime wages or employment benefits.

#### 3.4.2

The District and CSEA 110 may, by mutual agreement, have work performed by volunteers who are not employed by the District, which work would customarily be performed by unit members when such work is identified, approved and scheduled through the School Project Request Process. See Appendix 1 for the School Project Request Form.

#### 3.4.3 School Project Request Process

A. Applications for any volunteer projects must be made at least thirty days in advance of the requested event submitted for consideration.

B. CSEA 110 Chapter President/Designee may reject the application. No volunteer project may proceed without the approval of both CSEA 110 and the District.

### 3.5 Extra Duty Assignments

#### 3.5.1

Extra duty assignments differ from limited term assignments because they are short term in nature and do not involve filling a vacant position or substituting for an absent employee within the same or different classification. Short term assignments occur due to short term increases in work load in the employee’s classification, usually, but not always at the employee’s own work site.

#### 3.5.2

In the case of extra duty assignments for part-time employees, which do not conflict with a regular assignment, no employee shall be restricted from working all of his/her regular assignment as a condition of receiving an extra duty assignment.

#### 3.5.3

The District shall make a reasonable effort to notify a bargaining unit employee twenty-four (24) hours in advance of cancellation of an extra duty assignment. The District’s failure to comply shall entitle the employee to Minimum Call-in-Time payment, if such failure causes loss of regularly assigned time or assigned extra duty time.
3.6 Increase in Hours

3.6.1 When additional time of thirty (30) minutes or more is assigned by administrative personnel to a part-time position for fifteen (15) consecutive working days, the position shall thereafter be offered to the employee in the appropriate class with the greatest bargaining unit seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of bargaining unit seniority until the assignment is made. For purposes of this section, seniority shall refer to seniority as of the date immediately prior to the initial assignment of such additional hours.

3.6.2 If a part-time employee's average paid time, excluding overtime for which the employee receives compensation at a rate at least equal to time and one-half, exceeds his average assigned time by fifty (50) minutes or more per working day in any quarter, the hours paid per day for compensable leave of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid per working day in the preceding quarter, excluding overtime. This section does not apply to vacation accrual.

3.7 Hours Assigned

Hours assigned shall be those hours assigned to a position by the District on any given day subject to the foregoing adjustments. All fringe benefits shall be based on the hours assigned.

3.8 Minimum Call-in and Call-Back Time

Any employee called in to work at a time or on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this Agreement.

3.9 Standby Time

The act of a foreman, supervisor, or other District officer calling a bargaining unit employee and directing that employee to stand by the telephone shall commence standby time and the affected employee shall be entitled to at least two (2) hours pay. Inquiry concerning potential availability shall not commence standby time. All standby time shall be considered regular hours worked and shall be compensated for on a straight-time or overtime basis as are other hours worked under this Agreement. Notwithstanding other provisions of this Agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time an employee is relieved of duties for the evening and the time duties resume the following day.

3.10 Hours Worked

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

3.11 Right of Refusal

Any employee shall have the right to refuse any offer or request for overtime, call-back time, or call-in time except in an emergency.

3.10.1 The determination of whether a situation is an emergency shall be determined in good faith by the District.
3.10.2 If all bus drivers reject a special trip assignment, the District may assign any bus driver who is qualified to fulfill the assignment.

3.10.3 In the foregoing exceptions, the District shall, to the extent practicable, select employees to serve who are least adversely affected.

3.12 Lunch Periods

Revised 2019/20

All employees employed for a work period of more than five (5) hours per day shall be entitled to a duty free meal period of not less than (30) minutes, except that when a work period of not more than six (6) hours per day will complete the day's work, the meal period may be waived by mutual consent of the District and employee. Unless the employee is relieved of all duty during a thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An “on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. Under special circumstances and by mutual agreement of supervisor and employee, employees may combine break and lunch periods.

3.13 Rest Periods

Revised 2019/20

3.13.1 All employees shall be entitled to rest periods which, insofar as practicable, shall be in the middle of each work period except as provided for in Subsection 3.12.3, at the rate of fifteen (15) minutes net rest time per three and one-half (3½) consecutive hours worked daily.

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

3.13.3 Rest periods of a total of thirty (30) minutes on full-time evening or special work shifts shall be scheduled to the mutual convenience of the employees and their supervisors.

3.13.4 Rest periods are a part of the regular workday and shall be compensated for at the appropriate rate of pay for the affected employee.

3.14 Relationship to Merit System

Revised 2019/20

This Article (Hours of Employment) completely replaces and supersedes all Merit System Rules relative to hours of employment for unit members.
ARTICLE 4
LAYOFF AND IMPACT AND EFFECTS OF LAYOFF

4.1 Application

4.1.1 General

4.1.1.1 When, as a result of a bona fide reduction or elimination of services being performed by the District, bargaining unit members shall be subject to layoff for lack of work or lack of funds, affected employees shall be given notice of layoff not less than forty-five (45) working days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights. When employees in the bargaining unit are laid off for lack of work or lack of funds, layoffs shall be made in reverse order of date of hire in the class in which the layoff occurs. The employees having the least seniority shall be laid off first.

4.1.1.2 When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees 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 their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than forty-five (45) working days prior to the effective date of their layoff.

4.1.1.3 Nothing provided in Sections 4.1.1.1 and/or 4.1.1.2 of this Article, shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the forty-five (45) working day notice specified in Sections 4.1.1.1 and 4.1.1.2 of this Article.

4.1.1.4 No permanent nor probationary classified employee shall be laid off from any position while employees serving under emergency, provisional, or limited term employment are retained in positions of the same class.

4.1.1.5 This Article (LAYOFF) does not apply to the termination of employees working in limited-term positions.

4.1.2 Notice

4.1.2.1 A written notice of layoff shall be personally delivered to the unit member(s) or mailed by certified or registered mail to the last address given to the District by the affected employee(s) not less than forty-five (45) working days (except in an emergency situation as stipulated in Ed. Code Section 45117) prior to the effective date of the layoff.
4.1.2.2 The written notice will contain:

1. The reason for the layoff
2. The effective date of the layoff
3. A seniority list
4. A statement of bumping rights
5. The voluntary demotion alternative
6. The retirement alternative
7. A statement of reemployment rights
8. The name and phone number of a District representative who may be contacted if the employee has a question

4.1.2.3 Upon receipt of a written notice of layoff, a bargaining unit member may request a meeting with the Director-Classified Human Resources and his/her CSEA representative to have questions answered, discuss layoff/placement/bumping options, and to address complaints or concerns regarding seniority and/or other layoff related issues.

4.1.3 Reemployment Rights of Employee(s) Who Are Laid Off

4.1.3.1 The names of permanent and probationary employees thus laid off shall be placed upon the reemployment list for the class for which they were laid off. Names on the reemployment list shall be in the order of seniority and shall continue for thirty-nine (39) months from the date of layoff.

4.1.3.2 Employees on reemployment lists shall be eligible to compete in promotional examinations for which they qualify.

4.1.3.3 An employee whose services to the District are terminated because of a Layoff will be notified in writing by the District of any opening(s) for which the District determines the employee may be eligible and qualified. The written notice will be mailed to the last address given to the District by the employee.

4.1.3.4 Refusal of an offer of limited-term employment shall not affect the standing of any employee on a reemployment list.

4.1.3.5 If the employee is reemployed in a permanent position the employee will receive the accumulated sick leave which he/she accrued prior to the layoff.

4.1.3.6 If the employee is reemployed in a permanent position the employee will be granted a new increment date based on the days worked prior to termination due to the layoff.

4.1.4 Offers of Reemployment for Employee(s) Who Are Laid Off

4.1.4.1 Given a vacant position, after job site transfers have been considered, an employee who has been laid off and is on a reemployment list may, based on seniority, elect to be placed into a vacant position within the classification from which he/she was laid off.
4.1.4.1 If the employee accepts reemployment within the classification in which the employee was terminated, the employee shall be restored to her/his former step on the salary schedule.

4.1.4.2 A bargaining unit employee subject to layoff or who is on a reemployment list(s) shall be hired in preference to outside applicants into vacant positions in any classification for which he or she meets the minimum qualifications. This hiring preference shall hereinafter be referred to as “Tucker rights” and is based on the California Court of Appeals case Tucker v. Grossmont Unified School District (2008) 168 Cal.App.4th 640.

Tucker rights include only the right to preference in hiring for vacant positions over outside applicants. These rights apply only when the laid off employee meets the qualifications for the position for which he or she applies. If the laid off employee does not meet the minimum qualifications of the position, he or she will not receive hiring preference.

Tucker rights will be exercised as follows:

4.1.4.2.1 Prior to hiring based on Tucker rights, the District shall comply with the provisions of Sections 3.3.3 and 6.4.3 (Transfers) and 4.1.4.1 (Reemployment of employees in the classification from which they were laid off). Tucker rights shall end when the employee’s reemployment rights end as provided by Sections 4.1.3.1, 4.2.3, and 4.3.1

4.1.4.2.2 In order for a bargaining unit employee to be eligible for Tucker rights, the District shall offer and the bargaining unit employee must first take and pass the appropriate eligibility examination. Absent passage of the examination, the employee will not be considered qualified in any classification pursuant to Merit System rules and regulations. Employees exercising Tucker rights must re-test any time their eligibility list expires.

4.1.4.2.3 Employees may notify the District at any time while on the reemployment list if they believe they are qualified for a vacant position in any classification, subject to the following limitation. Notice must be provided at least one week prior to the commencement of recruitment for the specific position for which the employee believes he or she is qualified. An employee will not be considered qualified for any specific vacant position unless he or she has provided such notice. Employees are encouraged to provide this notification upon receiving a notice of layoff, and during the 45 day notice period related to that notice, if appropriate.

4.1.4.2.4 Candidates exercising Tucker rights who have been deemed qualified will be interviewed along with any qualified internal applicants who have submitted a Letter of Interest to be considered or are one of the top three (3) ranks on the eligible list. The Director-Classified Human Resources shall ascertain the availability of eligibles and shall certify
names to the appointing power in accordance with Merit System rules and will recommend no more than three (3) ranks of eligible to the appointing authority.

4.1.4.2.5 The appointing authority shall make the choice of which eligible is offered the position. Outside applicants will not be allowed to interview under these circumstances. If no qualified internal or Tucker rights eligible accepts the position, outside applicants may be considered.

4.1.4.2.6 Any employee who is hired as a result of exercising his or her Tucker rights shall serve a probationary period in the classification in which he or she is hired. Employees who do not pass probation will retain their reemployment rights in the other classifications in which they have previous service and/or from which they were laid off. If an employee who has secured a position through exercise of his/her Tucker rights is released from probation due to a Group II violation, they may be removed from all reemployment lists if they were in a probationary status when placed on any such reemployment list. If the employee was a permanent employee when placed on the reemployment list, they shall be provided all due process and appeal rights provided permanent employees under Merit System Rules and Article 14.

4.1.4.2.7 The parties acknowledge that a competent court of jurisdiction may overturn, enhance, or otherwise modify Tucker v. Grossmont Unified School District (2008) 168 Cal.App.4th 640. This section will cease to be effective and the provisions of Appendix I will be inserted in its place and become immediately effective instead if any of the following occurs:

- A court of competent jurisdiction determines that employees on a reemployment list(s) shall not have rights to be reemployed in any vacant position for which they qualify in preference to outside applicants; or
- A court of competent jurisdictions finds that Tucker is not applicable to Merit System districts; or

If such court enhances Tucker rights by providing additional reemployment rights to laid off employees or makes any other modifications to the Tucker decision not listed in this article, the parties agree to immediately meet and negotiate over the changes.
4.1.4.3 An employee on a reemployment list may decline three offers of reemployment to a permanent position in her/his former classification. After a third refusal of offers that would have fully restored the employee in class and hourly status, no additional offers need be made by the District and the employee shall be considered unavailable unless the employee requests in writing that they continue to receive such offers. This section (4.1.4.3) is not intended to negate the employee's right to remain on the appropriate reemployment list.

4.1.4.4 Employees who receive notices of offers of continued employment shall have a minimum of 48 hours to respond to such offers.

4.2 Demotion in Lieu of Layoff

4.2.1 In lieu of being laid off, an employee may elect demotion to any class with the same or lower maximum salary in which he/she had previously served under permanent or probationary status providing the employee has seniority over an employee already in the class.

4.2.2 To be demoted in lieu of layoff, an employee must notify the District in writing of such election not later than ten (10) calendar days after receiving the layoff notice.

4.2.3 Any employee electing demotion in lieu of layoff shall be placed on a reemployment list for thirty-nine (39) months, plus an additional twenty-four (24) months provided that the same tests of fitness under which the employee qualified for the classification still apply.

4.2.4 Employees on reemployment lists shall be eligible to compete in promotional examinations for which they qualify. An employee who receives a promotion to a class allocated to a higher salary level as defined by the Personnel Commission shall be placed on the lowest step of such salary range that is at least a full step above the step the employee received in the class held immediately prior to demotion in lieu of being laid off. The employee shall then progress as per Section(s) 2.1.1 through 2.1.6 of this Agreement.

4.3 Retirement in Lieu of Layoff

4.3.1 If eligible, an employee who is scheduled for layoff may elect service retirement from the Public Employees’ Retirement System. The employee’s name will be placed on a reemployment list. Upon receipt of notification from the employee that he/she has elected service retirement the District will notify the PERS that said employee(s) retirement was due to a layoff. This section (4.3.1) will remain in effect until modified by the parties or until Ed. Code §45115 may be amended or repealed.

4.3.2 Should the employee subsequently accept, in writing, reemployment with the District, the District shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement.
4.4 Health and Welfare Benefits

4.4.1 To the extent allowed by the carrier, employees selecting demotion or reduction in hours in lieu of layoffs will have their existing levels of medical, dental, vision and life insurance benefits continue, on the same pro rata premium basis, through the last day of the month in which the layoff becomes effective. Additionally, employees selecting demotion or reduction in hours in lieu of layoffs will have their existing levels of medical and dental benefits continued, on the same pro rata premium basis, through the last calendar day of the following month.

4.4.2 To the extent allowed by the carrier, employees terminated due to layoffs will have their existing levels of medical, dental, vision and life insurance benefits continue, on the same pro rata premium basis, through the last calendar day of the month in which the layoff becomes effective.

4.4.3 To the extent allowed by the carrier, an employee electing early retirement in lieu of layoff will have her/his eligibility for medical, dental, vision and life insurance benefits continue, on the same pro rata premium basis, through the last calendar day of the month in which the layoff becomes effective. If, by the end of that month, the employee's early retirement benefit request has not been fully processed, the employee may continue her/his existing level of medical and dental benefits through the last calendar day of the following month by submitting a written request for continued coverage and her/his pro rata share of the premium to a District business office representative before the last working day of the month in which the layoff occurred.

4.5 Impact and Effects

This Article (Layoff and Impact of Effects of Layoff) includes all of the impact and effects of any layoff, demotion and/or reemployment for unit members.

4.6 Relationship to Merit System

This Article (Layoff and Impact of Effects of Layoff) completely replaces and supersedes all Merit System rules relative to layoffs, demotion and reemployment for unit members.

4.7 Hire Date

The hire date of a bargaining unit employee shall not be affected by placement on the reemployment list or as a result of accepting a voluntary demotion in lieu of layoff.

Added 2012/13
ARTICLE 5
LEAVES

5.1 Leave of Absence for Industrial Accident and Illness
Subject to the provisions below each employee shall be entitled to not more than sixty (60) working days with full pay in any one fiscal year for accident or illness caused by the same industrial accident, which must be taken, if at all, during an employee's normal work year.

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

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

5.1.3 Industrial Accident and Illness Leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

5.1.4 When an industrial accident or illness occurs at a time when the full sixty (60) working days will overlap into more than one fiscal year, the employee shall be entitled to only that amount remaining at the end of the first fiscal year in which the injury or illness occurred for the same illness or injury.

5.1.5 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under the following section for leave of illness or injury. When entitlement to industrial accident and illness leave has been exhausted, entitlement to sick leave will then be used, but if an employee is receiving Workers' Compensation, the person shall be entitled to use only so much of the person's accumulated or available leave which, when added to Workers' Compensation award, provides a full day's wages or salary.

5.1.6 During all paid leaves of absence, whether industrial accident and illness leave as provided in this section, or sick leave, vacation, compensatory time off or other available leave provided by law or the action of the District, the employee shall endorse to the District wage-loss benefit checks received under the Workers' Compensation laws of this State. The District, in turn shall issue to the employee appropriate warrants for the payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction to entitlement to leave shall be made only in accordance with this section.

5.1.7 An employee must have served continuously with the District for a period of six (6) months before industrial accident and illness leave is made available to the employee.

5.1.8 When all available leaves of absence, paid or unpaid, have been exhausted and the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.
5.1.9 An employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California in order to remain entitled to receive such benefits, unless the District authorizes travel outside the State.

5.1.10 The benefits provided by this section may be expanded by the District.

5.2 Leave of Absence for Illness or Injury

5.2.1 Accrual of Leave

5.2.1.1 Each employee regularly employed five (5) days a week, twelve (12) months per year, shall be entitled to twelve (12) days leave of absence with full pay for illness or injury for each fiscal year of service, commencing July 1 of each year. Said leave shall be exclusive of all days he or she is not required to render service to the District.

5.2.1.2 An employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he or she is employed bears to twelve (12).

5.2.1.3 An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he or she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraphs shall determine that proration leave of absence for illness or injury to which they are entitled.

5.2.1.4 Employees employed on a four (4) day per week, ten (10) hour per day or similar basis shall be entitled to leave of absence for illness or injury on an hourly basis prorated upon the principles of Sections 5.2.1.1, 5.2.1.2 and 5.2.1.3.

5.2.1.5 Earned, unused sick leave for limited-term employees shall be credited to the employee if subsequently appointed to a regular classified position without a break in service of more than fifteen (15) calendar days.

5.2.2 Illness or injury leave may, at the employee’s discretion, be taken in ¼ hour increments subject to the following provisions.

5.2.2.1 Employees will notify their supervisor at least two work days in advance of any planned absences such as medical, dental, or vision appointments. Such notice is required in order for the immediate supervisor to determine how best to provide coverage for any critical functions of the employee’s position. Less than two work days advance notice is acceptable in unforeseen urgent circumstances where an employee is unable to give the full two work days notice.

Revised 2016/17
5.2.2.2 Planned absences shall be scheduled in increments large enough to allow the district to provide coverage for any critical functions of the employee’s position that need to be accomplished during the time period of the planned absence. For example, if a school bus driver plans a medical appointment in the afternoon, the leave taken should be long enough to cover the driver’s afternoon run. The immediate supervisor shall make the final determination, in accordance with the provisions of this Section, if leave of less than a one-half (1/2) day increment can be granted and still provide coverage for any critical functions of the employee’s position.

5.2.2.3 The supervisor’s determination that a critical function would be impacted by a planned absence is not subject to the grievance procedure. However, an employee may appeal the decision of his immediate supervisor to that supervisor’s manager. If dissatisfied with the manager’s decision, the employee may appeal that decision to the Assistant Superintendent of Human Resources or his/her designee.

5.2.2.4 In no case, shall an employee be required to take Illness or Injury Leave in increments greater than one-half (1/2) day. However, should an employee wish to use less than a one-half (1/2) day increment for the absence during a time where he/she would normally provide a critical function(s), it shall require supervisor approval. Supervisors shall make reasonable efforts to cover the critical function while accommodating the employee’s request to the extent possible.

5.2.2.5 If the employee returns to work after a planned partial day absence he/she shall notify his/her immediate supervisor immediately upon his/her arrival.

5.2.2.6 If the employee does not take the full amount of accrued sick leave during the year, any amount not taken shall be accumulated from year to year.

5.2.2.7 Use of ¼ hour increments must be used at the start or end of the work day or at the start or end of the lunch break. Any other use of 1/5 hour increments of Sick Leave time must have the approval of the supervisor.

5.2.3 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day, unless Section 3.5.3 applies. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days, or the appropriate amount to which he or she may be entitled under the preceding paragraphs, until the first day of the calendar month after completion of six months of active service with the District.

5.2.4 Leave of absence for illness or injury may be taken only when an employee is in paid status immediately prior to taking the leave, with the exception of birthing-related disability of an employee who is on unpaid maternity leave.

5.2.5 Employees shall file an absence report immediately upon returning from any leave of absence for illness or injury. In addition to the absence report, the employee shall provide a physician’s statement or verification of illness after five (5) consecutive days of leave of absence for illness or injury or when reasonably required by the district because of a suspicion of abuse of sick leave. Examples of abuse of sick leave include but may not be limited to a habitual pattern of absences on Mondays/Fridays, and/or before or after holidays or vacation periods, and/or a
pattern of excessive absences. The District shall not discriminate against evidence of treatment and the need therefore by the practice of the religion of any well-recognized sect, denomination, or organization.

5.2.6 Any classified employee of any school district who has been an employee of that district for a period of one calendar year or more and who terminates employment with that district for the sole purpose of accepting a classified position with this District and who subsequently, within one year of termination of former employment, accepts a classified position shall be credited with all of the earned but unused sick leave which was credited in the former school district.

5.2.7 Upon the termination of any employee who has used unearned sick leave, the District shall deduct from the employee's final pay warrant the cost of the substitute pay for those unearned days.

5.2.8 Catastrophic Leave Program (Donation of Sick Leave)
Implementation of the Catastrophic Leave Program consistent with the provisions of Section 44043.5 of the California Education Code is effective immediately upon ratification by the Board of Education on July 1, 1992.

On forms prepared and approved by the District, any unit member may donate up to five (5) days accumulated and unused sick leave days, in full- or half-day increments to a specifically named unit member who has suffered a long-term illness or disability and who has exhausted all (full or partially) paid leaves. Donated sick leave day(s) will be allocated from the donor(s) on as equal a basis as is practicable. No unit member may donate more than five (5) days accumulated and unused sick leave days in any work year (July 1 through June 30).

Unused sick leave days shall be returned to the donor(s) in full- or half-day increments at the end of the work year.

The Chico Chapter #110-CSEA agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Chico Chapter #110-CSEA also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

The Chico Chapter #110-CSEA agrees to indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision.

In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to the Chico Chapter #110-CSEA.

5.2.9 Family Illness Leave
During any calendar year unit members are entitled to use up to one-half of their annual entitlement to Sick Leave described in Section 5.2 to attend to an illness of a child, parent, or spouse of the employee. For the purposes of this provision a "child" is defined as a biological, foster, or adopted child; a stepchild, a legal ward, or a child of a person standing in loco parentis; a "parent" is defined as a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
5.3 Additional Leave for Illness or Injury

5.3.1 After exhaustion of paid sick leave, an employee who is ill or injured may, upon request, use accumulated vacation (and compensatory time, if provided) to avoid leave without pay.

5.3.2 When an employee in the classified service is absent from duties on account of illness or accident for a period of five (5) months or less, the employee must first use all accumulated sick leave and then receive the difference between his/her salary and the amount actually paid a substitute employee employed to fill the position during his/her absence, subject to the provisions of Section 2.20, Differential Pay.

5.3.3 After exhaustion of all paid leave, a permanent employee will be notified in writing and may be placed on additional leave, upon written request and the approval of the Board of Education, not to exceed six (6) months. The additional leave may be paid or unpaid and may be extended for two additional periods of six (6) months but not to exceed a total of eighteen (18) months. If placed on unpaid leave, the employee shall not again become eligible for paid leave because of the commencement of a new fiscal year until he/she has rendered service.

5.3.4 Upon certification from the County Health Officer, an employee who is compelled to be absent from duties because of quarantine which results from contact with other persons having a contagious disease while performing his/her duties or because of temporary inability to perform the services required because of quarantine, the employee will be allowed full pay during the period of enforced quarantine even though this is greater than the employee’s accumulated sick leave.

5.3.5 At the conclusion of all sick leave and additional leave, paid or unpaid, granted under this section (5.2, Leave of Absence for Illness or Injury) the employee will be placed on a reemployment list for a period of 39 months.

5.4 Bereavement Leave of Absence

5.4.1 Each employee shall be granted necessary leave of absence, not to exceed five (5) days, on account of death of any member of his/her immediate family. No deductions shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this Agreement. Members of the immediate family shall be defined to be the mother, father, aunt, uncle, grandmother, grandfather, or grandchild of the employee or his/her spouse; spouse, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, step-family, foster children, of the employee; or any relative living in the immediate household of the employee. Such leave must be taken within forty-five (45) calendar days after the death. Requests to use bereavement leave beyond the forty-five (45) day period will be considered on a case by case basis by the member’s immediate supervisor. If not satisfied with the supervisor’s response, the member may forward his/her request for consideration and a final decision by either the Director-Classified Human Resources or the Assistant Superintendent-Human Resources. Bereavement leave shall be expanded to, but not to exceed, seven (7) days in the case of a death of a child or spouse.

5.4.2 In the case of a funeral of a niece or nephew, the classified employee shall be granted the difference between his salary and the amount paid a substitute even though the substitute may not be employed. This leave shall not exceed five (5) days per year.
5.4.3 In the case of the death of a family member by blood or marriage, not included in section 5.4.1 the classified employee shall, at his or her option, be granted the difference between his or her salary and the amount paid a substitute even though the substitute may not be employed. This leave shall not exceed five (5) days per year.

5.5 Personal Necessity Leave

A unit member will be entitled to use up to a maximum of seven (7) days of accrued sick leave for the purpose of personal necessity leave in any one fiscal year. Unused personal necessity leave shall not accumulate from year to year. The use of personal necessity leave is limited to the following condition:

5.5.1 Personal necessity may be taken for any reason except vacation, recreation, or concerted activities including but not necessarily limited to a refusal to work. The District shall not require the unit member to give a reason for use of personal necessity, but may require the unit member to certify that the leave was not used for the above prohibited activities. Unit members will provide two (2) working days notice to the District in advance of the use of personal necessity leave, except in cases of urgent circumstances. District approval or permission shall not be required.

Should an event occur such that, due to the number of staff members in a given department taking the same day off as outlined in this provision, that department is not able to carry out its mission on the day(s) involved, the following shall occur:

The District will provide notice of this event(s) and how the event caused the department to be unable to carry out its mission, and the District may deny the personal necessity leave.

5.5.1.1 Death of a member of her/his immediate family (immediate family as defined in Section 5.4.1), when additional leave is required beyond that provided in the Agreement for purpose of bereavement leave.

5.5.1.2 Death of a member of her/his family including family members by blood or marriage not included in section 5.4.1 and 5.5.1.1

5.5.1.3 Accident, involving the employee's personal property or the personal property of a member of her/his immediate family.

5.5.1.4 Illness or injury of a member of the employee's immediate family.

5.5.1.5 Appearance in any court or before any administrative tribunal as a litigant or party.

5.5.1.6 The employees will be allowed to use five (5) days of personal necessity leave for any reason except vacation or recreation. Two (2) working days notice will be provided to the supervisor unless there are urgent circumstances.

5.5.1.7 Other emergency reasons as approved by the District.

5.5.2 Personal necessity leave may be taken in ¼ hour increments subject to the provisions of section 5.2.2 and its subsections.
5.5.3 Nothing in this personal necessity leave section will restrict the District from denying personal necessity leave to a unit member when the District determines that a unit member's absence(s) was not in compliance with this leave section. This section shall be subject to the grievance procedure. The burden of proof of reason for this leave shall be on the employee in disputed cases.

5.6 Jury Duty

5.6.1 Leave of absence with pay up to the amount of the difference between the employee's regular earnings and the amount received as juror's fees shall be granted to an employee regularly called to jury duty in the manner provided by law. When an employee is required to be present at court for more than four (4) hours in any given day, he/she shall not be required to return to work even though relieved from court presence during working hours. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received as jury fees.

5.6.2 Leave of absence with pay will be allowed for a unit member who is subpoenaed to appear in court as a witness wherein the unit member has no vested interest in the proceeding.

5.7 Maternity and Paternity Leave

5.7.1 One day's leave of absence with pay is authorized upon the occasion of the birth of an employee's child.

5.7.2 An expectant mother may continue working prior to delivery as long as her doctor certifies that she is physically and emotionally able to perform her duties.

5.7.3 Maternity leave without pay may be taken by the expectant mother. Maternity leave may be taken at any time prior to delivery. The doctor's statement of expected date of delivery shall be submitted to administration at the time of request for leave, unless prohibited by the employee's religious beliefs.

5.7.4 Following the birth of a child, the employee may return to her original position within the school year as soon as her doctor supplies a written release stating that she is able to resume her duties. Employees on maternity leave, who do not return within the school year, shall notify the District whether they intend to return the following year not later than March 1 of the school year prior to return.

5.7.5 Nothing in this Section 5.7 shall be construed so as to deprive any employee of sick leave rights under other sections of this Agreement for absences due to illness or injury resulting from pregnancy.

5.8 Leaves of Absence to Attend Conferences

5.8.1 The District shall release, without loss of compensation, no less than four (4) delegates authorized to represent CSEA’s Chapter #110 at CSEA’s Annual Conference. If release time is required for less than four (4) such delegates to attend conference, the District shall only be required to release the actual number of delegates required by the Chapter. The Superintendent or designee may, at his/her discretion, release more than four (4) CSEA delegates without loss of compensation. This release time may only be used during non-school
year time. By May 1st of each year CSEA shall notify the District of the Chapter delegates who require release time. Each year after Conference, the Chapter shall present information to the Board of Education regarding the education related activities at that year’s Conference. The District shall only be required to bear the cost of release time.

5.8.2 Upon approval of the Superintendent/designee, a classified employee may be allowed to attend professional meetings, conferences or institutes with full salary paid. Expenses incurred by the employee may be paid subject to prior District approval.

5.9 Leave of Absence for Study
Every regular classified employee who has completed seven consecutive years of service in regular status with the District shall be eligible to apply for a leave of absence for study purposes. The granting of such leave shall be entirely discretionary with the District. When a study leave has been authorized and taken, an additional seven years of service, after return to duty from the last leave, must be completed before another study leave may be granted.

5.9.1 Study leave can be for any period of time not to exceed one year and may be taken in any time increments as approved by the District, but must be completed within three (3) years after the initial part of the leave was commenced. If the leave is not continuous, the service performed between the leave intervals shall be credited toward future study-leave eligibility.

5.9.2 Any leave granted and taken under this section shall not constitute a break in service for any purpose, but the leave time shall not count toward eligibility for a future study leave.

5.9.3 If a leave is granted under this section, the employee will be paid, as a minimum, the A-Step of the first salary range currently used. In lieu of the minimum, the District and the employee may agree, in writing, to greater compensation. If the District approves compensation greater than the minimum, it shall be not less than one-half (1/2) of the employee's normal rate of compensation and not more than full compensation.

5.10 Absence for Examination
Every employee in the classified service shall be permitted to be absent from duties during working hours in order to take any examination for promotion or transfer in the District without deduction of pay or other penalty, provided that a two-day notice is given to the immediate supervisor.

5.11 Child-Rearing Leave (Without Pay)
An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall be for a maximum period of three (3) months and shall be granted upon giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence. Only one leave for these purposes may be taken in any two (2) year period.

5.12 General Leaves
When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the employee and the District.

5.13 Military Leave
Employees will be entitled to such leaves of absence as are provided in Division II, Part I, Chapter VII, Sections 395 and 395.01 of the Military and Veterans Code.
5.14 **Vacation**

Vacation credit for employees shall be accrued as follows:

- 1 through 4 full years of service accrue 1 day credit/month
- 5 through 7 full years of service accrue 1-1/4 days credit/month
- 8 through 12 full years of service accrue 1-1/2 days credit/month
- 13 through 17 full years of service accrue 1-3/4 days credit/month
- 18 through 24 full years of service accrue 2 days credit per month
- 25 or more full years of service accrue 2 days credit per month plus one (1) additional day for the year at or beyond 25 years of service for maximum of 25 days per year.

5.14.1 Each employee who is in a paid status less than one-half of the workdays in any month shall accrue one-half of a full month's vacation credit. Each employee in a paid status for one-half or more days in any month shall accrue a full month's vacation credit.

5.14.2 The term day as used herein shall mean the number of hours regularly worked by the individual employee each day, excluding overtime.

5.14.3 Each employee shall be entitled to vacation at the individual employee's rate of pay in the position held by the employee at the time the vacation is taken or at the time the employee is reimbursed for unused vacation credit.

5.14.4 Vacation time accrued by a twelve-month employee in a given fiscal year will generally be carried over and used during the following fiscal year. Vacation time accrued during one fiscal year may not be carried over beyond the next fiscal year unless approved in writing by the Superintendent or designee.

5.14.4.1 Prior to May 15 each twelve-month employee who has accrued vacation credit may submit a vacation request for the upcoming fiscal year to her/his supervisor. The District will review all submitted vacation requests and, insofar as possible consistent with District needs, schedule the employees' vacations as requested. However, the District retains the right to schedule all vacation days for employees based on the needs of the District.

If an employee does not submit a vacation request prior to April 15 the District will schedule the employee's vacation time and the employee will be so notified.

5.14.4.2 If a vacation request conflict arises between employees and all other considerations are equal, the District will resolve the conflict in favor of the employee with the highest seniority.

5.14.4.3 After an employee's vacation has been scheduled by the District the vacation schedule may be modified by mutual consent of the employee and the District.

5.14.4.4 The District may cancel a scheduled vacation by giving notice to the employee at least fifteen (15) working days in advance of the starting date of the employee's scheduled vacation.
5.14.5 Vacation time accrued for employees working less than twelve (12) months in a given fiscal year will generally be taken during the fiscal year in which it is accrued. The District retains the right to schedule all vacation days for employees based on the needs of the District.

5.14.5.1 During times when school is in session, a unit member whose work year is less than 12 months may, at District discretion, take up to three (3) days of accrued vacation at the unit member's selection. District approval or denial will be based solely on the availability of an appropriate substitute.

5.14.5.2 Employees working less than twelve (12) months in a given fiscal year will take their vacations during the winter and spring break and/or at other times as designated by the District. If the employee's accrued days of vacation credit is less than the total number of possible work-days in the winter and spring break, the employee may, at District discretion, be required to take the remaining "break" days off without pay. The employee may request an alternate vacation schedule and, given District approval, have the vacation schedule changed.

5.14.5.3 If within the District adopted Student Calendar there are any non-work/non-paid days for employees who work less than 12 months per year, those employees with sufficient annual vacation accrual after covering the mandated winter and spring breaks may take vacation on those non-work/non-paid days.

5.14.5.4 Any unused vacation at the end of the fiscal year shall be paid for in wages. However, up to five (5) days of accrued unused vacation credit may, with the Superintendent’s or designee’s written permission, be carried over to the following year.

5.14.6 No deduction shall be made from the vacation credit of any employee for Authorized Holidays (as per Section 5.15.1) occurring during the scheduled vacation of an employee.

5.14.7 If an employee is terminated who had taken scheduled vacation credit which had not yet been earned, the District shall deduct from the employee's final pay warrant the full amount of the wages which werepaid the employee for the unearned days of vacation credit which weretaken.

5.14.8 If an employee is not permitted to take accrued vacation time as specified in Sections 5.14.3 and 5.14.4, the amount of accrued vacation time which was not allowed to be taken will, at the option of the employee, be paid for in wages or be carried over to the following year. The employee will notify the District of her/his option in writing by the end of the fiscal year.

5.14.9 If an employee's scheduled vacation falls during a time when the employee is in paid status under Section 5.1, Industrial Accident and Illness Leave, and the employee's illness or injury precludes the employee from taking her/his scheduled vacation the employee may cancel her/his scheduled vacation. The District will either reschedule the vacation at a later time or, at the discretion of the District, pay the employee wages for the unused vacation credit.

5.14.10 Any employee who has not completed his/her initial six (6) full months of employment in regular status shall not be entitled to accrued vacation. An employee released during their probationary period shall not be entitled to be paid out for any accrued vacation at the time of release.
5.14.11 Employees who served in a limited-term position without a break in service of more than fifteen (15) calendar days prior to appointment to a regular classified position shall, upon completion of a six-month probationary period, be credited with accrued vacation earned while in the limited-term position. Said employee shall not be entitled to vacation compensation prior to completion of six (6) months employment in regular status.

Upon termination, if the employee had been granted permission to take vacation, the District shall deduct from the employee’s severance check the full amount of salary which was paid for said vacation days taken.

5.14.12 Upon separation from service, each employee shall be entitled to lump sum compensation for all earned and unused vacation, except an employee who has not completed six (6) months of employment in regular status shall not be entitled to such compensation.

5.14.13 The District may allow permanent employees to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

5.15 Holidays
Employees will be entitled to payment for authorized holidays, provided that such employee was in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

5.15.1 Authorized holidays are defined as follows:

1. New Year's  January 1
2. Martin Luther King, Jr. Day  Third Monday in January
3. Lincoln Day  February 12
4. Washington Day  Third Monday in February
5. Spring Vacation Day  Friday of Spring Break Week
6. Memorial Day  Last Monday in May
7. Independence Day  July 4
8. Labor Day  First Monday in September
9. Admission Day  September 9 or its' replacement
10. Veterans' Day  November 11
11. Thanksgiving Day  Thursday proclaimed by President
12. Day after Thanksgiving  Friday after proclaimed Thursday
13. Christmas Eve  December 24
14. Christmas Day  December 25
15. New Year's Eve Day  When it falls on a Monday through Friday.

5.15.2 Additional Holidays
Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the District.

5.15.3 Prior to July 1 of any school year, the District may designate other days during such year as the holidays to which classified employees are entitled in lieu of the holidays on the third Monday in January, known as "Martin Luther King, Jr. Day"; February 12, known as "Lincoln Day"; the third Monday in February, known as "Washington Day"; the last Monday in May, known as "Memorial Day"; September 9, known as "Admission Day," or
November 11, known as "Veterans' Day" as specified in Section 45203 of the Education Code, provided that such designated days will provide for at least a three (3) day weekend. Classified employees shall be required to work on the regular holiday for which another day is designated pursuant to this section, and for work of eight (8) hours or less, shall be paid compensation at their regular rate of pay.

5.15.4 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. If a Christmas falls on Sunday, the District may move the holiday for such Christmas to the preceding Friday instead of the following Monday. When a classified employee is required to work on any of said holidays, he/she shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half his regular rate of pay. The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this section to which he was otherwise entitled.

5.15.5 If the District requires an employee to work a workweek other than Monday through Friday, or if an employee consents to a workweek including Saturday or Sunday or both, pursuant to Section 44048 of the Education Code, and as a result thereof, the employee loses a holiday to which he or she would otherwise be entitled, the District shall provide a substitute holiday for such employee, or provide compensation in the amount to which the employee would have been entitled had the holiday fallen within his or her normal work schedule.

5.15.6 On any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.

5.15.7 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, December 25, New Year's Eve Day when it falls on a Monday through Thursday, January 1, or Spring Vacation Day shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

5.16 Leave to Accept District Classified Position Not Represented by the Bargaining Unit

Any unit member who has attained permanent status in the District and who accepts a non-bargaining unit District classified position which is equal to or higher than the employee's regular position in the bargaining unit will accrue seniority. The employee's service in the position shall not be considered a separation from service.

Any employee who accepts such a position may, with appropriate advance notice and District approval, voluntarily return to her/his former position or to another position in that classification.
5.17  CSEA Chapter President or Chief Negotiator Leave

5.17.1 The chapter president/designee or chief negotiator may, at District discretion, be granted up to a maximum of two (2) days of release time per month without pay to conduct Association business. The Association will provide the District with appropriate advance notice so that substitutes may be secured. Given District approval, the release time may be taken in one-half or full day increments.

5.17.2 Any employee elected as an officer to any statewide public employee organization, national organization with which it is affiliated, or local employee organization, may take a leave of absence without loss of compensation or benefits providing the employee has given the District a signed authorization from the employee organization pledging reimbursement for compensation and benefits and stating that the employee is an elected officer of the organization.

5.18 Negotiations Release Time

CSEA shall have the right to designate six (6) unit members for their negotiations team to receive release time for the day, without loss of pay, for joint negotiations sessions. CSEA shall receive release time for the day, without loss of pay, for a seventh (7th) negotiations team member up to five (5) times per fiscal year at times that CSEA believes an issue is coming to a negotiations session(s) which requires the presence of the 7th negotiations team member. CSEA shall provide reasonable advance notice and its rationale to the District in each instance CSEA intends to bring the 7th negotiations team member to a joint negotiations session. By mutual agreement of the parties, release time for the day without loss of pay may be provided to CSEA’s 7th member for joint negotiations sessions beyond the 5th time in a given fiscal year. If negotiations session between the parties last less than four (4) hours including preparation time, CSEA bargaining unit members will return to their work site for the remainder of their work shift. The above sentence will sunset June 30, 2020.

5.19 Break in Service

No approved absence under any leave provision of this Article (Article 5, Leaves) shall be considered as a break in service.

5.20 Restriction on Leave Provisions

No leave may be taken under this Article for reasons of participation in employee organization activities of a concerted nature such as work stoppage or the like.

5.21 Sick Leave

5.21.1 If a unit member is laid off and later reemployed, any remaining sick leave at the time of layoff will be credited back to the unit member when she/he is reinstated.

5.21.2 A unit member may request that her/his earned but unused sick leave be paid off as provided in section 5.21 above. Upon reinstatement the unit member shall have a maximum of thirty (30) work days in which to reimburse the District, for the full cash amount received for the sick leave payback as provided in section 5.21 above, in order to have her/his earned but unused sick leave credited back.
5.22 **Sick Leave**
Bargaining unit members whose work hours include the time period of 4:30 p.m. to 8:00 p.m. shall be released without loss of pay or benefits from work to attend regular and/or special chapter meetings. Such unit members will be released fifteen (15) minutes prior to the scheduled start of the meeting and will return to work no later than fifteen minutes after the meeting has ended. Any violation of this will result in the entire time being charged as personal necessity for the individual involved.

5.23 **Absence without Leave**
A. An employee who fails to report to duty for three (3) consecutive days without District approval may be deemed to be absent without leave. Such absence will be deemed to fall under Group II Offenses of the CBA.

B. An employee who fails to return from a leave of absence within five (5) working days after the expiration of an authorized leave may be deemed to be absent without leave. Such absence will be deemed to fall under Group II Offenses of the CBA.
ARTICLE 6
TRANSFERS

6.1 Job Site Transfers

When a new position is created or an existing position becomes vacant, employees serving in the same classification as the vacant position will be given an opportunity to submit job site transfer requests. Job site transfers may also be initiated by the District. All job site transfers will be made at the discretion of the District.

No employee shall be transferred to another job site without her/his written request unless the CSEA President has been given proper notice (one week prior notice or such lesser time as agreed by CSEA).

6.2 Lateral Transfers

When a new position is created or an existing position becomes vacant and it is not filled through other options as identified in Section 6.4 of this Article, the position may be filled through lateral transfer. A lateral transfer is the transfer of an employee from one classification to another classification when both positions are at the same level of pay. Education Code 45272 shall not apply to lateral transfers. Employees requesting lateral transfers must meet the employment criteria for the vacant position in order to be considered for a transfer. Additionally, employee seniority, affirmative action goals and the needs of the District shall also be considered. All lateral transfers will be made at the discretion of the District.

6.3 Transfer Procedures

When a new position is created or an existing position becomes vacant:

6.3.1 A notice of the vacant position shall be posted by the District for not less than three (3) working days at all work locations prior to being filled. A notice will also be sent to the CSEA job steward at each location on the first day of posting.

6.3.2 Any eligible employee in the bargaining unit may apply for a transfer to the vacant position by submitting a written notice to a District employee representative in the personnel office. Any employee on any type of leave shall have the right to have her/his job steward or designated bargaining unit representative file a written transfer request on her/his behalf.

6.4 Order of Offers: Vacancies, Transfers, and Reemployment

When a new position is created or an existing position becomes vacant, the District shall send a notice to all employees within the classification and follow, in order, the steps below (6.4.1 through 6.4.7).
6.4.1 Employees serving in the same classification with the same number of hours or greater as the vacant position will be given an opportunity to submit job site transfer requests. Job site transfers may also be initiated by the District. All job site transfers will be made at the discretion of the District.

6.4.2 Employees serving in the same classification as the vacant position for whom an appointment to the position would constitute an increase in hours per day or days per year may exercise a seniority right to the open position. Offers will be made to employees who have submitted letters of interest in descending order of seniority. This step may be considered simultaneously with step 6.4.1. (See Article 3.3.3, Increase or Decrease in Assignment of Hours)

6.4.3 The District shall offer the vacant position to employees on reemployment list within the classifications. (See Article 4, Layoff and Impact and Effects of Layoffs)

6.4.4 The District shall offer the vacant position to qualified applicants on reemployment lists from equal or higher classifications. (See Article 4, Layoff and Impact and Effects of Layoffs)

6.4.5 The District shall offer employees eligible for lateral transfers an opportunity to submit lateral transfer requests. All lateral transfers will be made at the discretion of the District.

6.4.6 A permanent employee may request voluntary demotion to a classification with a lower maximum salary rate. The District may approve or deny the request.

6.4.7 If a suitable candidate is not selected from the top three (3) ranks of the eligibility list, as per Merit System Rule 10, the District may select from the employees having previously submitted letters of interest for a job site or lateral transfer.
ARTICLE 7
HEALTH AND WELFARE BENEFITS

7.1 For the 2016/17 school year the maximum District contribution for a full time regular employee shall be $1032 per month for medical insurance premiums noted below. Part-time employees shall receive a pro-rata contribution as is the current practice.

Commencing with the 2016/17 negotiations and continuing thereafter, the District’s required contribution for medical insurance premiums for active employees will be adjusted by the same percentage that is applied to the salary schedule for that year. The District’s required contribution for medical premiums shall be included with salary costs when computing the cost of applying an adjustment to the salary schedule and to the District’s required contribution for medical insurance premiums for active employees.

7.1.1 Medical Insurance
Each unit members employed full or part time for the regular school year, along with eligible dependents and eligible retirees as defined herein, will be eligible to enroll in any medical available through the BSSP-JPA. The District shall have no obligation related to a plan change/modification associated with plans available through the BSSP-JPA.

7.1.1.1 A savings may result which will be the difference in monthly premiums between the District maximum contribution and the actual monthly premium of the medical plan selected. The savings, if any, shall be applied as described in section 7.1.2.1.

7.1.1.2 The additional expense shall be paid as described in section 7.1.2.2 and 7.1.2.3 below, unless otherwise directed by the unit member. (See pro rata percentage of unit member premium contribution, Schedule “C-1”).

7.1.1.2.1 For the 2002-03 and ensuing work years, part time employees who received rebates in 2001-2002 shall continue to receive a rebate if they select a plan with a premium that is less than the maximum district contribution as set forth above in 7.1.

7.1.1.2.2 Unit members employed part time who are not currently receiving a rebate may elect health care coverage by agreeing to pay a pro rata share of the premiums of available medical plans exclusive of Blue Cross Classic III (Blue Cross Classic III is eliminated as a choice).

7.1.1.2.3 An open enrollment period, as defined by the Butte Schools Self-Funded insurance Joint Powers Agreement, shall be provided on an annual basis.

7.1.2 Choices for unit members selecting a medical plan whose premium is below the established maximum district contribution.

7.1.2.1 Unit members employed full time and qualified part time unit members as described in section 7.1.1.2.1 above selecting a lower cost medical plan outlined in section 7.1.1.1 above, may create a savings which must be applied as follows. At the unit member’s option, the savings must be placed in an Internal Revenue Code Section 125 Plan (IRC 125 Plan), or as
supplemental pay (an off the salary schedule bonus) in the unit member's monthly warrant. Selection of, and participation in, the IRC 125 Plan is subject to all applicable federal and state laws. The provider of said plan shall be mutually agreed upon by the District and CSEA Chapter #110. If a unit member does not participate in an IRC 125 Plan the savings shall automatically be paid to the unit member as supplemental pay in her/his monthly warrant.

7.1.2.2 At the unit member's (employed full time or part time) option an additional portion of her/his salary may be placed in the IRC 125 Plan or tax sheltered annuity. Selection of, and participation in, this plan is subject to all federal and state laws.

7.1.2.3 Unit member (employed part time) contributions for medical plan premiums, at the unit member's request will be made with pre-tax dollars to the extent allowable by law.

7.3 Dental Insurance
Unit members employed full time and some employed part time, together with their eligible dependents, shall be entitled to dental insurance.

7.1.3.1 The District will pay the monthly premium for dental insurance for unit members employed full time. (See Schedule "C-2.")

7.1.3.2 Unit members employed part time and had coverage during the 1978-79 work year by agreeing to pay a pro rata share of the premiums will be provided with dental insurance in accordance with Schedule "C-2."

7.1.3.3 Unit members employed part time and electing coverage effective July 1, 1992 or thereafter by agreeing to pay the full cost of the premiums will be provided with dental insurance. (See Schedule "C-2.")

7.4 Vision Insurance
Unit members employed full time and some employed part time, together with eligible dependents, shall be entitled to vision insurance.

7.1.4.1 The District will pay the monthly premium for vision insurance for unit members employed full time. (See Schedule "C-3.")

7.1.4.2 Unit members employed part time and had coverage during the 1978-79 work year by agreeing to pay a pro rata share of the premiums will be provided with vision insurance in accordance with Schedule "C-3."

7.1.4.3 Unit members employed part time and electing coverage effective July 1, 1992 or thereafter by agreeing to pay the full cost of the premiums will be provided with dental insurance. (See Schedule C-3.)
7.1.5 **Life Insurance**
Unit members employed full time and part time shall be entitled to life insurance.

7.1.5.1 The District will pay the monthly premium for life insurance for unit members employed full time. (See Schedule "C-4").

7.1.5.2 A unit member employed part time by agreeing to pay a pro rata share of the premiums will be provided with life insurance in accordance with Schedule "C-4."

7.2 **Long-Term Disability Income Insurance**
The District shall provide the Long-Term Disability Income Insurance Plan and the 30-day Plan Supplement. The district shall pay no more than an average of $32 per month per eligible unit member for the income protection plan(s) based on the 23-month average cost.

7.3 **Medical Coverage for Retired Personnel (Under the Age of 65)**
Any classified employee who has served in the District as an employee for a minimum of five (5) years if hired prior to July 1, 2015 or any classified employee who has served in the District for a minimum of ten (10) years in a permanent CUSD position if hired on or after July 1, 2015 and is actively serving as an employee or is on approved leave and who goes on STRS or PERS disability retirement prior to 55 years of age, and at least age 50 shall be offered the opportunity to remain on the District’s medical insurance by paying the premium in advance to the District. Upon reaching 55 years of age, the retiree may be eligible to receive District-paid medical benefits as outlined in Section 7.3.1. Employees who are on an approved leave of absence and reach the age of 55 they will be eligible to receive District-paid medical benefits as outlined on Section 7.3.1.

Any classified employee who has served in the District as an employee for a minimum of five (5) years if hired prior to July 1, 2015 or any classified employee who has served in the District for a minimum of ten (10) years if hired on or after July 1, 2015 and who retires between the ages of 50 and 55 may continue to receive medical, dental and/or vision insurance in effect at the time of retirement by paying the premiums in advance to the District until he or she reaches the age of 55, at which time the Chico Unified School District would pay the premiums for said medical insurance as per Section 7.3.1.

7.3.1 To be eligible for retiree medical benefits, the retiree must:

7.3.1.1 Have served in the District as an employee for a minimum of five (5) years if hired prior to July 1, 2015 or **ten (10)** years if hired on or after July 1, 2015

7.3.1.2 Be at least 55 years of age at the time of resignation;

7.3.1.3 Be actively serving as an employee or be on approved leave during the year prior to retirement;

7.3.1.4 Be currently enrolled in any CUSD medical plan in order to apply for extended medical coverage prior to retirement;

7.3.1.5 Qualify, apply, and be in the process of receiving retirement benefits under the State Teachers Retirement System (STRS) and/or the Public Employees’ Retirement System (PERS) for the year that she/he retires;
7.3.1.6 Be under 65 years of age in order to receive District-paid medical benefits.

If all of the above conditions are satisfied, the District shall pay the total cost of the medical insurance premium for the District group plan appropriate for the retiree and eligible dependent(s).

Exceptions to District payment shall be in cases of those retirees and eligible dependent(s) who have comparable medical insurance coverage or who qualify for Medicare. The intent of this benefit is to provide coverage until Medicare or some similar plan provides for it.

7.3.2 Optional Coverage for Retired Between 55 and 65

Any classified employee who has served in the District as an employee for a minimum of five (5) years if hired prior to July 1, 2015 or any classified employee who has served in the District for a minimum of ten (10) years if hired on or after July 1, 2015 and who retires between the ages of 55 and 65 may continue to receive dental and/or vision insurance in effect by paying the premiums in advance to the District.

7.3.3 Part-time Employee Medical Benefits

District-paid medical benefits for part-time classified employees who elect to continue medical insurance coverage upon retirement between the ages of 55 and 65 shall be paid by the District on a basis equal to the proportional amount paid for the medical insurance during the last year of employment in the District. However, if the employee had served a minimum of five (5) years as a full-time employee prior to becoming a part-time employee, all of the insurance premium shall be paid by the District.

7.3.4 Dependent Coverage for Retired at Age 65

Retirees age 65 who have an eligible dependent(s) under the age of 65 shall be entitled to medical and dental insurance protection in accordance with the plans in effect from time-to-time during this Agreement. The premiums for said plan(s) shall be fully paid by the retiree annually, in advance, or by twelve monthly post-dated checks furnished annually, in advance, to the District.

7.4 Increased Sick Leave, Vacation, and Health and Welfare Benefits for Employees Working as Substitutes in the Summer

The following list shall be the requirement to obtain increased sick leave, vacation, and health and welfare benefits for work performed during the summer by employees acting as substitutes. Summer work shall be defined as substitute work performed between the first working day following the end of the traditional school year, through the last working day before the beginning of the traditional school year. These provisions shall not apply to summer school positions.

7.4.1 Less than 12 month bargaining unit members acting as substitutes during the summer under the supervision of Maintenance and Operations Department shall be eligible for these increased benefits. Those employees shall be on a specified list provided by Maintenance and Operations Department.
7.4.2 Bargaining unit members acting as substitutes under this provision must work the following percentage of the total number of days available outside the traditional school year to gain the benefit calculation.

- 33% = 1 month’s credit
- 66% = 2 month's credit
- 95% = 3 month’s credit

7.4.2.1 Release time for negotiations will not be counted as absence.

7.4.3 The District shall maintain the right to hire the most qualified individuals for the positions.

7.4.4 The parties agree that the intention of this provision is to accomplish the summer work without employee absences. Therefore, vacation and sick leave are earned but may not be utilized during this summer work period and absences will be without pay.

7.4.5 The additional benefits provided by this provision shall exclude supplemental pay from the medical insurance plan.

7.5 Employee Assistance Program

The EAP shall be available to all CSEA represented employees.

The EAP will be reviewed jointly by CUSD and CSEA in the Spring of each year to determine if it is effective and/or to be continued.
8.1 District Compliance
The District shall conform to and comply with all health, safety, and sanitation requirements which from time to time are imposed by state or federal law or regulations adopted under state or federal law.

8.2 Safety Committee
A safety committee shall be formed composed of two members appointed by the District and two members appointed by CSEA which committee shall review health, safety, sanitation, and working conditions to insure compliance with Section 8.1. The committee shall make recommendations to the District concerning improvements in health, safety, sanitation, and working conditions.

8.2.1 Safety Committee Meetings
The safety committee shall meet at least annually in the first week of November, at mutually convenient date and time. The agenda and announcement of such meeting shall be prepared by such committee's designated secretary. Agenda items for discussion shall be submitted to such secretary at least one week prior to any scheduled meeting date. In addition, this committee shall meet at a mutually convenient date and time.

8.2.2 Other Obligations of the Safety Committee
One project of the safety committee shall be the joint organization of an ongoing safety/accident prevention information and training program. This information program should include, but not be limited to, bargaining unit employee training in fire protection, CPR, bomb threat, earthquake procedures, and accident prevention. Bargaining unit employee time spent in connection with this training shall be paid for by the District as provided in Section 2.6.1. The term "should" as used in this section is not mandatory. It is within the power of the committee to encourage outside courses, or to train only a certain number of employees at any school site, as well as to require training.

8.2.3 Safety Committee Time and Expense
The bargaining unit members of the safety committee shall be allowed reasonable release time with pay to carry out their obligations under Section 8.2.

8.3 No Discrimination
No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 8.1.

8.4 Bus Route Assignments
Bus assignment shall be maintained in a manner which will provide placement of newer or more mechanically sound buses on the longest routes or the route which places the greatest amount of mechanical stress on the bus because of the physical nature of the route. Initial assignments shall be made prior to the commencement of the route selection process.

8.5 Video Cameras
All employees shall be notified of the use of video cameras located on District property or school buses. Drivers will receive required training on all video cameras located on school buses. The District agrees that any video produced by these cameras may only be reviewed by District management employees and, when necessary, any employee on the video being reviewed.
ARTICLE 9
TRAINING

9.1 In-service Training
Annually each unit member may notify her/his supervisor of in-service training needs. The District, in its
discretion, will consider those in-service training needs identified by unit members along with those
needs identified by management personnel and, based on District needs and priorities, determine the
District’s in-service training program for the year. There is nothing in this provision that commits the
District to a specified amount or number of in-service training activities or in any way limits the District
in its discretion to approve and/or reject in-service training requests.

9.2 Participation in Training (cross-reference with Article 2.6.1)
The District, in its discretion, will determine which unit members will participate in in-service training
activities.

9.2.1 At any time during the year a unit member may submit a written request to her/his supervisor
to participate in a job related inservice training program. If approved by the District the
employee shall be paid their regular rate of pay for that day, if a regular work day.

9.2.1.1 Mileage and appropriate expenses shall be paid by the District if travel is approved out
of the District.

9.2.2 If a unit member is required to participate in an in-service training program outside of her/his
shift hours the unit member may, at District discretion, have her/his shift hours changed for the
day(s) so that the unit member can attend. Expenses incurred by the unit member for required
District in-service training will be reimbursed by the District.

9.2.3 At any time during the year a unit member may submit a written request to her/his supervisor
to participate in an in-service training program. The District may approve such request with or
without salary paid and with or without expenses paid.

Revised
1998/99
ARTICLE 10
PROCEDURES TO BE USED FOR EVALUATION OF BARGAINING UNIT EMPLOYEES

10.1 Evaluation - Probationary Status

Each employee shall be evaluated by his/her prime evaluator at least twice not later than the end of the third and fifth months of his/her probationary period. The final evaluation shall include a recommendation to either retain or dismiss the employee from the position.

The Superintendent or designee may override the final recommendation of the prime evaluator as to whether the bargaining unit employee will be retained in the classified service.

10.2 Evaluation - Permanent Status

An employee may be evaluated by his/her prime evaluator at any time during the year. The purpose of this type of evaluation may be for outstanding service, for indicating to the bargaining unit employee that improvement needs to be made in certain areas of the bargaining unit employee's work or for any reason deemed necessary. Such evaluations shall not be undertaken for harassment purposes.

All permanent employees shall be formally evaluated at least every two years.

The prime evaluator will prepare and complete the evaluation and shall be entitled to obtain information to assist in the completion of the evaluation. Certificated bargaining unit staff will not be allowed to prepare the formal evaluation.

In the event an evaluation contains one or more individual rating of “Below Standard” or “Unacceptable”, the prime evaluator shall ensure that the rating is based on:

- His/her direct observation, or
- Objective documentation, or
- Input provided by anyone other than the prime evaluator, which the prime evaluator determines to be corroborated and valid in his/her independent judgment.

The prime evaluator shall present the evaluation to the employee and discuss it with the employee. The evaluation shall be signed to indicate receipt, but not necessarily agreement with the evaluation, and the employee shall be given a signed copy.

If the employee wishes, he/she may, within five (5) working days, make comments on his/her copy of said form and forward it to said prime evaluator.

The prime evaluator shall, after said elapse of five (5) working days, forward the signed copy or the copy with the employee's response, as the case may be, to his/her supervisor.

If the supervisor to whom such form is sent makes comments on it, it shall be returned to said supervisor who shall again present it to the employee and go through the above steps.

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2011/12
10.3 Evaluation Reports/Personnel File

The evaluation shall be recorded on prescribed forms approved by CSEA and the District.

After completion of the foregoing, evaluation reports shall be filed in the bargaining unit employee's personnel records maintained by the Personnel Commission. Such records shall not be used for the purposes of promotion.

All personnel files shall be kept in confidence and shall be available for inspection only to: the employee, persons having written authorization from the bargaining unit employee, the Director of Personnel, the Superintendent or the Assistant Superintendent when actually necessary in the proper administration of the District's affairs or the supervision of the bargaining unit employee.

Except as is consistent with law, all or any portion of any item in the personnel file may be removed upon the recommendation of a committee composed of the Assistant Superintendent in charge of classified personnel, a CSEA representative appointed by CSEA, and the Director of Personnel; together with the recommendation of the Superintendent.

10.4 Prime Evaluator

Each employee shall be advised of the identity of his/her prime evaluator within thirty (30) days of hiring, on or before September 30th of each year and within fifteen (15) working days of any change of the prime evaluator. If an employee holds two positions in the same classification at different sites or holds two positions in different classifications, he/she shall receive an evaluation from their prime evaluator for each position.
ARTICLE 11
PROCEDURES FOR PROCESSING GRIEVANCES

11.1 Definitions

A grievance is an allegation by a unit member(s) who believes that he/she/they have been adversely affected by a violation of the specific provisions of this Agreement, or an allegation by the CSEA that a unit member(s) or CSEA have been adversely affected by a violation of the specific provisions of this Agreement.

11.2 General Provisions

11.2.1 If a unit member elects to initiate a grievance, the unit member shall contact CSEA prior to filing the grievance.

11.2.2 A grievance will include a clear, concise statement of the alleged violation, the specific Agreement sections involved, the act or condition leading to the alleged violation, and the remedy desired.

11.2.3 Days as used in this article, shall mean days that the grievant is not on approved leave and the Administrative Office is open for business.

11.2.4 The "immediate supervisor" is the lowest level supervisor having immediate jurisdiction over the grievant who has been designated by the Superintendent to adjust grievances.

11.2.5 If the grievance involves District-wide policy, practice, or interpretation of this Agreement, the grievance may be submitted by CSEA at Step 11.

11.2.6 Grievances must proceed within specified time limits. The parties may mutually agree, in writing, to modify the time limits in a given step; however, there shall be no waiver or allegation of a waiver of any time limit unless such waiver is in writing. Breach of the time limit requirement by the grievant will result in the loss of further grievance rights and breach by the District will permit the grievant to omit the step so breached.

11.2.7 If the grievant introduces significant new evidence at any step in the grievance procedure, the District may require that the grievance be returned to the prior step.

11.2.8 The District, grievant, grievant's representative, and CSEA representative agree to make available to the parties all pertinent information not privileged under law which is relevant to the issues raised by the grievance.

11.2.9 All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file while the grievance is being processed. Said file shall be made available for inspection only by the employee, the CSEA representative, and those management, supervisory, and confidential employees involved in the grievance.

11.2.10 No grievant shall use the grievance procedure to appeal any decision of the District or its representatives if such District decision is pursuant to any order of any state or federal court or regulatory commission empowered to direct the District.
11.2.11 No grievant shall use the grievance procedure to change any practice, policy, or decision of the District unless such practice, policy, or decision is contrary to the specific provisions of this Agreement.

11.2.12 An Agreement interpretation conference may be called by the District Superintendent or designee, with the CSEA President or designee any time there is a question involving interpretation, application, or alleged violation of this Agreement.

11.2.13 It is the intent of the parties to equitably resolve grievance at the lowest possible level of the grievance procedures.

11.2.14 The grievant may be represented at all steps of the grievance procedure by herself/himself and, at the grievant’s option, by a CSEA designated representative of her/his choice. The grievant is entitled to be present at each grievance meeting but is only required to attend the Informal Level meeting. If the grievant elects to represent herself/himself rather than have CSEA provide representation, he/she shall notify CSEA in writing and CSEA shall be relieved of any further obligation to share in any further expense of the grievance procedure. CSEA shall be provided copies of any grievance filed by unit members directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review. CSEA shall be given an opportunity to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.

11.2.15 The grievant and the CSEA representative shall be entitled to attend grievance meetings as provided in Section 11.3 and Section 11.4 (Informal and Formal Levels) of this article without loss of pay if the grievance meeting is held during the employee’s shift hours.

11.2.16 When a unit member is the grievant, in addition to the grievant and her/his chosen representative, an Association field representative and/or legal counsel may be present in the grievance meeting. In the event that CSEA is the grievant, in addition to the CSEA agent assigned by CSEA to process the grievance, one additional Association representative may be present in the grievance meeting. Representation in a grievance meeting may be increased by mutual consent of the CSEA and the District.

11.2.17 In the event that two or more grievances which contain common issues are at any time progressing concurrently, the grievances may, by mutual consent between the District and CSEA, be consolidated to the lowest level to which one of the said grievances has progressed, and the CSEA shall thereafter be considered the grievant.

11.2.18 If a directive of a supervisor is disputed, the employee shall carry out the directive unless it endangers her/him or others, and shall continue to do so until completion of the grievance process resolves the dispute.

11.2.19 Grievances must proceed within the specified time limits; breach of this requirement by the grievant or CSEA will result in loss of further grievance rights. Breach of the specified time limits by the District will permit the grievant or CSEA to omit the step so breached. The parties may mutually agree, in writing, to modify the time limits in a given step; however, there shall be no waiver or allegation of a waiver of any time limit unless such waiver is in writing. Any grievance not appealed to the next step of the grievance procedure within the prescribed time limits shall be considered settled on the basis of the response given at the preceding step.
11.3 Informal Level

Within 30 days after a unit member knows of, or reasonably should have known of, the occurrence of an act or omission which the unit member believes 1) is a violation of the Agreement and 2) adversely affects her/him, the unit member shall attempt to resolve the issue in an informal level meeting with her/his immediate supervisor. If the issue is not resolved, both the grievant and the immediate supervisor shall sign a memorandum acknowledging compliance with the informal level of the grievance procedure.

11.4 Formal Level

11.4.1 Step I

If the unit member is not satisfied with the immediate supervisor's decision at the informal level, within 10 days after signing the memorandum acknowledging compliance with the informal level of the grievance procedure, the unit member shall present a written grievance on the appropriate form to the immediate supervisor. If not so presented, the grievance will be considered waived. If the grievance is not satisfactorily adjusted within five (5) days after the formal submission of the grievance to the immediate supervisor, the immediate supervisor, within fifteen (15) days after receiving the grievance, shall reduce to writing her/his response to the grievance. The written response to the grievance shall be submitted to the grievant and CSEA. Within the above time limits the District may schedule a grievance meeting(s) with the grievant.

11.4.2 Step II - Appeal to the Superintendent

If the grievant is not satisfied with the District decision at Step I, within five (5) days after receiving the written District response the grievant may appeal the decision, in writing, to the Superintendent. Within ten (10) days after the receipt of the grievance appeal at Step II the Superintendent/designee may hold a grievance meeting. If a grievance meeting is held, the grievant shall be notified in writing of the District's decision within ten (10) days after the meeting. If a grievance meeting is not held the grievant shall be notified in writing of the District's decision within twenty (20) days after the receipt of the grievance.

11.4.3 Step III - Appeal to the Board of Education

If the grievant is not satisfied with the District decision at Step II, within five (5) days after receiving the written District response the grievant shall appeal the decision, in writing, to the Board of Education. After receiving the written appeal, the Board of Education shall schedule a grievance meeting at the next regularly scheduled meeting following ten (10) days after receipt of the request. Such grievance meeting shall be held in a closed session unless the parties mutually agree to hold the meeting in a public session.

The Board of Education will conduct an informal grievance meeting. The Board's representative will introduce the grievance and describe the District's position on the grievance. The Board will then consider any written statements and verbal presentations by the grievant/ representative and verbal testimony from up to two witnesses for the grievant. The Board shall also be empowered to direct the attendance of any District employee at the grievance meeting without loss of salary for the employee if the meeting is
held during the employee's shift hours. During the meeting, members of the Board of Education may ask questions and/or solicit additional information. When the grievant/representative has completed her/his presentation and the members of the Board have no further questions, the grievance meeting will be adjourned.

The Board of Education shall notify the Superintendent, the grievant, and the CSEA representative of its decision within twenty (20) days after the grievance meeting unless an extension is mutually agreed to as specified in this Article.
ARTICLE 12
ORGANIZATIONAL SECURITY

12.1 Effect of Change of District Boundaries or Organization

Any division, uniting, unification, unionization, annexation, or merger or de-unification, or change of District boundaries or organization shall not affect the rights of the individual bargaining unit employees under this Agreement, nor alter the exclusive representation standing of CSEA. This Agreement shall be binding upon any new governing board resulting therefrom, which employs employees currently a part of the bargaining unit during the term of this Agreement.

12.2 Right of Access

CSEA shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to the institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by Government Code 10.7.

Right to Access allows unit members to meet with other unit members or organizational representatives in mutually acceptable District facilities during rest periods and/or lunch periods. The aforementioned access rights do not allow unit members to meet with other unit members or organizational representatives during that portion of the day when the employees are responsible for delivering services to the District.

The District may periodically adjust rest periods and/or lunch periods to times other than those normally scheduled in order to accommodate employee representational needs.

12.3 Hold Harmless Clause

CSEA shall indemnify and hold the District harmless from any and all claims, demands or suits or any other actions arising from the Organizational Security provisions contained herein and CSEA shall assume the defense of any claims, demands, suits or any other actions on the District's behalf.

12.4 Check Off

CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted by the District for employees in the bargaining unit. The District shall pay to the designated payee within fifteen days of the deduction all sums so deducted.

12.5 Dues Deduction

12.5.1 The District shall deduct, in accordance with the current CSEA dues and service fee schedule, dues from the wages of all employees who are members of CSEA and who have submitted dues authorization forms to the District.

12.5.2 The District shall deduct the initiation fee and dues, in accordance with the CSEA dues and service fee schedule, from the wages of all employees who, after the date of execution of this Agreement become members of CSEA and submit to the District a dues authorization form.
12.5.3 The District shall immediately notify the CSEA Treasurer or President if any member revokes a dues authorization.

12.6 Service Fee

CSEA and the District agree that each employee in the bargaining unit should contribute equally toward the cost of administration of this Agreement by CSEA and for the representation of employees in the bargaining unit by CSEA.

In the event an employee fails to maintain membership or pay a service fee as required in this Section, CSEA shall give written notice to the District requesting the discharge of such employee from CSEA. The District shall notify the employee of the receipt of such notice and if the employee fails to reinstate his/her membership or refuses to tender all appropriate and/or delinquent dues or service fees within fifteen (15) days after service of notice on the employer by CSEA, the employer shall discharge the employee from CSEA.

Demands by CSEA for the discharge of any bargaining unit employee from CSEA shall be made only for the failure of an employee to pay appropriate dues or service fees.

12.6.1 Religious Objection

If an employee in the bargaining unit belongs to a recognized religious sect which does not permit its members to pay a service fee to any employee organization, an amount equal to the service fee, which would have been paid, will be deducted monthly from the employee's paycheck and deposited with any charitable non-religious organization which is mutually acceptable to CSEA and the District, and which is exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.

12.7 Seniority Roster

CUSD shall provide seniority rosters from the Personnel Commission agenda each meeting to the labor representative and Chapter President.

12.8 Chapter Roster

The District will provide the CSEA with a copy of the "Status Report" for each new classified employee who may qualify to be represented by the CSEA. The "Status Report" may be modified from time to time at District discretion.

The “Status Report” will be forwarded to the CSEA within a reasonable length of time following the last regularly scheduled meeting of the Board of Education each month. Within a reasonable period of time, the CSEA will reimburse the District for the actual expenses incurred, as determined by the District, in providing the "Status Reports" to the CSEA.
ARTICLE 13
DEFINITIONS

13.1 Administrative Personnel = An Administrator

13.2 Classification = Class
One or more persons having the same job title.

13.3 Classification Series = Class Series
A group of classes similar in duties but different in levels of responsibility.

13.4 District
District as used herein is the legal entity known as the Chico Unified School District.

13.5 Level of Responsibility
A grouping of classifications of equivalent responsibilities.

13.6 Position
A group of duties and responsibilities designated by the Board of Education requiring the full or part-time employment of one person.

13.7 Prime Evaluator
Prime Evaluator as used herein is an administrator who has primary responsibility to supervise the work of a unit member and to formally evaluate that employee.

13.8 Range
Pay level assigned to a classification.

13.9 School Year
School year as used herein shall be the student calendar as adopted by the District at its discretion.

13.10 Supervisor
Supervisor as used herein shall refer to an administrator who has responsibility to oversee the work of a CSEA unit member.

13.11 Seniority
All seniority is based on the date of employment within the classification or higher related classification providing service has been continuous for that period of time. All approved leaves of absence count toward seniority. Seniority shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District except service in restricted positions.

13.11.1 Any employee who has the same date of employment as another employee shall have the tie in seniority broken by a lottery.

13.12 Lateral Transfers
A lateral transfer is movement from one classification to another classification when both are at the same level of responsibility.
13.13 Limited-term
A term used in the Education Code to designate employment for periods not to exceed six months, or employment during the authorized absence of a permanent employee.

13.14 Limited-term Employee
An employee who is serving in a position established for a period of six months or less or for an employee on a leave of absence.

13.15 Provisional Appointment
A temporary appointment to a permanent or limited-term position made in the absence of an appropriate eligibility list, not to exceed 90 working days.

13.16 Provisional Employee
A person employed under a provisional appointment.

13.17 Working Day
Any day that the District Office is open for business.
ARTICLE 14
DISCIPLINARY PROCEDURE

14.1 General

A unit member may be informally or formally disciplined by the District. Informal discipline for a non-permanent employee includes a range of disciplinary actions from a reprimand to dismissal. Informal discipline for a permanent employee includes any disciplinary action which does not involve suspension, demotion or dismissal. Formal discipline involves the suspension, demotion or dismissal of a permanent employee.

14.1.1 Notice of Impending Disciplinary Action

The District shall notify CSEA in writing of any impending formal disciplinary action, as defined below, against a bargaining unit member. Such notification shall be forwarded to the President of CSEA at the same time notice is given to the employee facing disciplinary action and prior to the taking of such action.

Formal disciplinary action as used in this section shall be defined to include any action whereby an employee is deprived of any classification or any incident of any classification in which the employee has permanence, including dismissal, suspension or demotion, without the employee's voluntary consent, except a layoff for lack of work or lack of funds.

14.2 Reasons for Discipline

Following are some of the reasons that the District may deem sufficient for discipline. The list is not intended to be exhaustive.

- Unauthorized absences
- Abuse of sick leave. Examples include but may not be limited to a habitual pattern of absences on Mondays/Fridays, and/or before or after holidays or vacation periods, and/or a pattern of excessive absences.
- Unauthorized lateness to work
- Failure to perform regular or other assigned duties
- Conviction of any criminal act involving moral turpitude
- Disorderly or immoral conduct while in a paid status
- Violation of any lawful order by a supervisor
- Insubordination
- Incompetency or inefficiency in performance of duties Intoxication while on duty
- Use of narcotics or drugs illegally
- Damage to or waste of District property or supplies due to negligence or willful acts, or conversion of public property
- Violation of any of the District's regulations regarding duties, conduct, or performance of a classified employee
- Willful conduct tending to injure the public service
- Sexual harassment
14.3 **Guidelines for Disciplinary Action**

The following examples of reasons for which a unit member may be disciplined are divided into two groups. Those reasons listed in Group 1 are examples of potentially remedial work behaviors which result in less than satisfactory employee performance. Any unit member exhibiting one or more behaviors of this type may be disciplined and encouraged to improve her/his performance so as to eliminate the risk of more severe discipline action. The offenses listed in Group 2 are examples of very serious offenses which could warrant very severe disciplinary action.

The following examples are guidelines only and are not intended to cover every type of offense for which an employee may be disciplined. The examples of discipline are examples only and do not in any way limit the authority of the District to discipline an employee.

*Revised 1988/89*

<table>
<thead>
<tr>
<th>Examples of Group I Reasons</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unauthorized lateness to work</td>
<td>Reprimand</td>
<td>Reprimand to Suspension</td>
<td>Suspension to Termination</td>
</tr>
<tr>
<td>Unauthorized absences</td>
<td>Reprimand</td>
<td>Reprimand to Short Suspension</td>
<td>Reprimand to Termination</td>
</tr>
<tr>
<td>Abuse of Sick Leave (including Personal Necessity)</td>
<td>Reprimand</td>
<td>Reprimand to Suspension</td>
<td>Suspension to Termination</td>
</tr>
<tr>
<td>Failure to observe precautions for personal safety, posted rules, signs, written or oral safety instructions, or to use protective clothing or equipment</td>
<td>Reprimand to Short Suspension</td>
<td>Reprimand to Suspension</td>
<td>Suspension to Termination</td>
</tr>
</tbody>
</table>
Examples of Group II Reasons

<table>
<thead>
<tr>
<th>Reason</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failure to perform regular or other assigned duties</td>
<td></td>
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<tr>
<td>Conviction of any criminal act involving moral turpitude</td>
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<tr>
<td>Disorderly or immoral conduct while in a paid status</td>
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<tr>
<td>Violation of any lawful order by supervisor</td>
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<td>Intoxication while on duty</td>
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<tr>
<td>Use of narcotics or drugs illegally</td>
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<tr>
<td>Damage to or waste of District property or supplies due to negligence or willful acts, or conversion of public property</td>
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<tr>
<td>Violation of any of the District’s regulations regarding duties, conduct, or performance of a classified employee</td>
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<tr>
<td>Willful conduct tending to injure the public service</td>
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<td>Sexual harassment</td>
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<tr>
<td>Failure to report to duty for three (3) consecutive days without District approval</td>
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<tr>
<td>Failure to return from a leave of absence within five (5) working days after the expiration of an authorized leave.</td>
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</tbody>
</table>

These offenses are very serious and, depending on the circumstances, may warrant severe discipline up to and including dismissal.

14.4 Procedure for Informally Disciplining an Employee

14.4.1 Informal disciplinary action may be imposed for corrective purposes and may include written reprimand and/or involuntary transfer to a vacant position.

14.4.1.1 The employee shall be given a written notice of the informal discipline (i.e., the written reprimand or the involuntary transfer notice).

14.4.1.2 Contents of the Written Reprimand/Notice:

The notice shall include but not be limited to the following:

14.4.1.2.1 A statement in ordinary and concise language of the specific acts and/or omissions upon which the act is based.

14.4.1.2.2 A statement of the improvement(s) or corrections required.

14.4.1.2.3 A statement that the employee has the right to respond to the matters raised in the disciplinary action, both orally and in writing,
prior to the end of the ten (10) calendar days following the date
the written notice was served.

14.4.1.2.4 A statement that the employee, upon request, prior to the end
of the ten (10) calendar days following the date the written notice
was served, is entitled to appear personally before the
Superintendent/designee regarding the disciplinary action. At
such meeting the employee shall be granted a reasonable
opportunity to make any representations the employee believes
are relevant to the case.

14.4.1.2.5 A statement of the employee’s right to CSEA representation,
including contact information for the President of CSEA’s Chico
Chapter #110.

14.4.1.2.6 The Superintendent shall notify the unit member, within seven (7)
calendar days, of his final determination of the disposition of the
disciplinary action and such decision shall not be subject to the
grievance procedure.

14.5 Procedure for Formally Disciplining a Permanent Employee

14.5.1 Procedural Due Process—Pre-disciplinary Safeguards

Prior to taking formal disciplinary action, the District shall give written notice to the unit
member. This written notice of proposed formal disciplinary action shall be personally delivered
or sent to the employee by certified mail at least ten (10) calendar days prior to the date when
formal discipline may be imposed. (Service by certified mail shall be deemed complete on the
date of mailing.)

In emergency situations, when it is deemed appropriate to remove an employee from the job
immediately, the employee will not lose compensation prior to the date when disciplinary
action is imposed by the District. Loss of compensation in all cases may occur after the tenth
(10th) calendar day following the date written notice was served.

14.5.2 Contents of the Written Notice

The contents of the written notice shall include, but need not be limited to the following:

14.5.2.1 A statement identifying the District.

14.5.2.2 A statement in ordinary and concise language of the specific acts and/or
omissions upon which a proposed formal disciplinary action is based.

14.5.2.3 The specific formal disciplinary action proposed and effective date(s).

14.5.2.4 The reason(s) for the specific formal disciplinary action proposed.
14.5.2.5 A copy of the applicable regulations where it is claimed a violation of regulations took place.

14.5.2.6 A statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) calendar days following the date the written notice was served.

14.5.2.7 A statement that the employee, upon request, prior to the end of the ten (10) calendar days following the date the written notice was served, is entitled to appear personally before the Superintendent/designee regarding the matters raised in the written notice. At such meeting the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.

14.5.2.8 A statement that the District will notify the employee of its decision regarding formal disciplinary action within a reasonable period of time; and that no evidentiary hearing will be held unless a written demand for the hearing is delivered to the Personnel Commission within fourteen (14) calendar days after the employee is notified of the District decision.

14.5.2.9 A statement that the employee may demand an evidentiary hearing by:

14.5.2.9.1 Filing a written response to the specific acts and/or omissions which led to formal disciplinary action with the Personnel Commission within fourteen (14) days after being notified of the District's decision.

14.5.2.9.2 After filing the written demand, the unit member is entitled to a full evidentiary hearing conducted by the Personnel Commission before the District's formal disciplinary action becomes final.

14.5.2.9.3 By demanding a full evidentiary hearing, the employee waives the right to process the disciplinary action under the grievance procedure outlined in Article VIII "Procedures for Processing Grievances."

14.5.2.10 A statement of the employee’s right to CSEA representation, including contact information for the President of CSEA’s Chico Chapter #110.

14.5.3 Limitations

No formal disciplinary action shall be taken for any reason which arose more than two years preceding the date of the filing of the notice unless such reason was concealed or not disclosed by such employee when it could reasonably be assumed that the employee should have disclosed the facts to the District.
14.5.4 Conference/Meeting

Prior to scheduling any disciplinary conference, investigatory meeting with an accused bargaining unit member or hearing under the provisions of Sections 14.4 et.al or 15.5 et.al, the District and/or Personnel Commission shall:

1. Contact the CSEA President to determine who will be representing the employee.
2. Work with all of the parties involved to determine a mutually acceptable date or set of dates for the disciplinary conference, investigatory meeting or hearing.
ARTICLE 15
TRANSPORTATION

15.1 Reassignment of Regular Home to School/School to Home Bus Routes

15.1.1 Bus drivers will be subject to reassignment for regular bus routes when a route(s) is increased by thirty (30) minutes or more.

15.1.1.1 For bus driver, when additional time of thirty (30) minutes or more is assigned to a regular bus route for twenty (20) consecutive working days, the position shall be offered to the driver with the greatest bus driver seniority. If the senior bus driver declines the position, it shall be offered to the remaining drivers in descending order of seniority until the reassignments are made. For purposes of this section, bus driver seniority shall refer to seniority as of the date immediately prior to the initial increase in Hours Assigned.

15.1.1.2 Bus driver seniority for the bidding of the regular bus routes will be based only on seniority accrued as a bus driver during the regular school year (excluding overtime). Seniority accrued in any other time frame or for any other type of work in a different classification will not be considered as bus driver seniority for the bidding of routes.

15.1.1.3 When a bus driver is provided with an opportunity to bid for a bus route of equal or greater route time than her/his assigned time and said driver bids on and is awarded a bus route which includes less route time than her/his assigned time, the voluntary reduction, via the bid process, of her/his route time will be considered a voluntary reduction in hours and the hours assigned to the position will be reduced.

15.1.1.4 When a bus driver, whose route time is less than the hours assigned to her/his position is provided with an opportunity to bid for a bus route which would increase her/his existing route time and said driver bids on and is awarded a bus route which is less than the greatest available route time, the voluntary reduction, via the bid process, in her/his route time will be considered a voluntary reduction in hours and the hours assigned to the position will be reduced.

15.1.1.5 When a bus driver, whose route time is less than the hours assigned to her/his position is provided with an opportunity to bid on a bus route which would maintain her/his existing route time and said driver voluntarily bids on and is awarded a bus route with less route time than her/his existing route time, the voluntary reduction, via the bid process, in route time will be considered a voluntary reduction in hours and the hours assigned to the position will be reduced.

15.1.1.6 When a driver is not provided with an opportunity to maintain and/or increase her/his route time, the driver must bid the route with the highest available route time. If the driver does not bid the route with the highest available route time, the voluntary reduction, via the bid process, in her/his route time will be considered a voluntary reduction in hours and the hours assigned to the position will be reduced.

15.1.1.7 When a bus driver is provided with an opportunity to bid for a bus route of greater route time than his/her assigned time and does so, his/her assigned time is changed to the route time awarded through the bid process.
15.1.1.8  Bidding for regular bus routes will occur during non-work hours.

15.2  Assignment of Drivers to Special Trips

15.2.1  The assignment of bus drivers to special trips will, consistent with the provisions of this Agreement, be made at the discretion of the District.

15.2.2  In the case of special trips for part-time employees, which do not conflict with a regular assignment, no employee shall be restricted from working all of his/her regular route time as a condition of receiving an extra duty assignment.

15.3  Restrictions on Maximum Driving Hours
When an employee is prohibited by law from reporting to work at his/her normal shift time due to having already driven the maximum allowable number of hours without rest, said employee may, based on District needs as determined by the District, be assigned to report to duty when legally available to make up the hours missed.

15.4  Extra Duty
Bus drivers who take more than one run per day shall serve one-half (1/2) hour per day to perform safety checks, operating checks, related reports and cleaning duties. Similarly, a driver making only one run shall serve fifteen (15) minutes per day for such duties.

15.4.1  The District agrees to increase safety check time to forty (40) minutes and twenty (20) minutes per day for those buses which have dual air braking systems.

15.5  Renewal Bus Driver Certificate
The District will pay the renewal bus driver certificate for drivers while in permanent status.

15.6  Relationship to Merit System
This Article (Transportation) completely replaces and supersedes all Merit System rules relative to transportation.
ARTICLE 16
YEAR-ROUND EDUCATION

The current Collective Bargaining Agreement shall remain in effect for all unit members providing service at a year-round school site except as follows:

16.1 Transfer Procedure: Year-Round Education only

Transfer procedures shall remain as outlined in Article 6.1 through 6.4 of the Collective Bargaining Agreement, except as follows: (These procedures shall be in effect for all Year-Round Education sites for twenty-four (24) months after YRE is implemented.)

16.1.1 Employees currently assigned to a site newly designated as a year-round school shall be given first consideration to remain at that site.

16.1.2 Employees currently assigned to a site newly designated as a year-round school and not in a twelve (12) month position shall be given first consideration for vacancies (same classification) for which they are qualified and for the first two years only shall be granted a position in one of the posted vacancies at a traditional school/work site.

16.1.3 No employee who is assigned to a Year-Round Education site shall suffer a loss in assigned time and/or benefits from that employee's previous assigned time and/or benefits in a "traditional" schedule when mutually agreeing to a modified work year which results in no change in assigned time or total days worked per year.

16.1.4 Vacancies in year-round schools shall be filled by qualified transfer requests from within the District before assigning staff new to the District to year-round schools.

16.1.5 No employee will be involuntarily transferred to a year-round school calendar position from a traditional school year calendar position as long as there are open positions available in the traditional program for which the unit member is qualified.

16.1.6 The work year shall be concurrent with the regular school year for the traditional employees. By mutual agreement between the employee and the District, he/she may be assigned to a modified schedule and/or be assigned to an extended work year, except for the following:

16.1.6.1 Classroom Instructional Aides will be assigned to a track by the District.

16.1.6.2 Cafeteria and transportation employees will not be assigned to a track.

16.1.7 For the 1990-91 and 1991-92 work year, extended work year positions will be filled by qualified employees) in "limited term positions" or on a permanent basis as per Section 18.1.6 of this Article.

16.2 Leaves - Year-Round Education Only

16.2.1 During the summer of 1990 only, current employees whose work year is extended may request unpaid leave for vacation purposes, not to exceed ten (10) working days, subject to the approval of the District.
16.2.2 Vacation, sick leave and holiday pay will be as for other employees in the bargaining unit.

16.2.3 It is recognized by the parties that employees in this unit who are assigned to Year-Round Education sites may not receive all of the foregoing holidays on the days specified, depending upon the particular calendar for each Year-Round Education site. Such employees shall, however, receive the same number of holidays as other employees in the same classification on a traditional work year, or the District shall provide a substitute holiday for such employee, or provide compensation in the amount to which the employee would have been entitled had the holiday fallen within his or her normal work schedule.

16.3 Transportation: Year-Round Education Only

16.3.1 Bidding of Year-Round Education routes shall be conducted prior to May 1, or as soon as practical, each year and shall be subject to the provisions of Article 16 of the Collective Bargaining Agreement. For the 1990-1991 and 1991-92 work year, extended work year positions will be filled by qualified employees in "limited term positions."

16.3.1.1 Drivers shall be assigned to the spring break based on seniority as outlined in Section 16.1.1.2 of the Collective Bargaining Agreement.

16.3.1.2 The assigned time for drivers working in an extended work year position shall not be less than her/his regular assigned time.

16.4 Year Round Education Employee/Children Track/School Preference

16.4.1 Children of employees who are assigned to a year-round site shall be given their choice for track assignment at the same year-round site, if requested, or to a like track at another year-round school site if preferred, including transfers from a traditional school.

16.4.2 Children of employees who are assigned to a traditional work site and who are enrolled at a year-round school shall be granted transfer to the same traditional school as the employee, if requested, or to another traditional school on a space available basis, if preferred.

16.5 Multitrack YRE Conversions to Single Track YRE or Traditional Schools

In any case where a year-round program is reverted to a "traditional" or "single track" program, the following shall occur:

Transfer procedures shall remain as outlined in Article 6.1 through 6.4 of the Collective Bargaining Agreement except as follows:

16.5.1 All 12-month employees shall retain their 12-month status and current assigned time(s) subject to the following:

16.5.1.1 The work year for the positions listed on Exhibit "Y" shall change from year round 12 months to single track (adjusted to fit the school year track) at the assigned site.

16.5.1.2 Employees listed on Exhibit "Y" are grandfathered with their current work year/hours. All employees listed on Exhibit "Y" shall have the voluntary
opportunity to permanently reduce their grandfathered work year/hours to match the new single track work year/hours for their position.

The following incentives shall apply to each voluntary reduction:

16.5.1.2.1. One-time compensation equivalent to the amount calculated (see Exhibit "Y") for the individual at the class, step, and hours of current assignment. Employees who receive this incentive are still eligible for other assignments.

16.5.1.2.2. Individuals listed shall not incur any reduction in employer contribution toward or calculation of health insurance, sick leave, vacation, workers compensation, or disability as a result of this voluntary work year modification.

16.5.1.2.3. The above incentive offer shall expire on the first workday following thirty calendar days after ratification of the agreement by Board of Education.

16.5.1.3 Individuals who do not elect to voluntarily reduce their work year/hours shall maintain the total work year/hours currently assigned. Such Employees shall be subject to work assignments by the District during off-track time. Such assignments may include substitute pool, temporary assignment to a classification for which they qualify, "roving crew" (in the employee's classification) and other temporary assignments as determined by the District. Employees shall be required to complete all work year/hours as assigned. No employee shall be required to work additional time once the work year/hours are completed.

16.5.2 All employees subject to Article 18.5 shall be given an offer to transfer when 12-month positions in their classification of equal assigned time(s) become vacant. Said employee(s) shall be transferred to the new site. Said employee(s) shall be offered vacant position(s) in rank order by seniority in the classification.

16.5.3 Any employee offered a position pursuant to Article 18.5.2 who declines the offer of transfer agrees to accept a voluntary reduction in work year.

16.5.4 The District agrees that employees subject to Article 18.5 who have not been offered transfers and their work site goes "off track," the following shall apply:

16.5.4.1 The District may temporarily assign employees subject to Article 18.5.4 to positions for which they are reasonably qualified and retain their present rate of pay when the temporary assignment has a lower pay scale. In any instance where the temporary assignment has a higher rate of pay, the employee shall be subject to Article 2, Section 2.3 of this Agreement.
ARTICLE 17
EARLY RETIREMENT PLAN PURSUANT TO GOVERNMENT CODE SECTION 20904

1991/92

17.1 The District shall implement the Early Retirement Plan pursuant to Government Code Section 20904 (Section 20586 in 1991-92) and subsequent years for eligible employees consistent with the provisions in this Article.

17.2 To be eligible for the Early Retirement Plan pursuant to Government Code Section 20904 an employee must:

17.2.1 Be eligible for retirement under applicable State laws.

17.2.2 File an application with the District for such Early Retirement Plan.

17.2.3 Resign from the District within the District-established window period. The window period(s) will be established at District discretion.

17.2.4 Be paid a salary in the school year of retirement which enables the District to properly certify that it can follow all requirements of Government Code Section 20904.

17.3 Chico Chapter #110-CSEA recognizes that the cost incurred by implementing this Article shall be considered a part of unit member compensation.
ARTICLE 18
LIGHT DUTY ASSIGNMENT

General

All Chico Unified School District employees are eligible to apply for compensation for loss of pay and medical expenses arising from industrial injury/illness. CSEA and the District recognize the benefits of a formal Return to Work Program to provide a fair and consistent policy for rehabilitating employees with industrial injury/illness. CSEA and the District therefore undertake, where practicable, to provide light duty work for purposes of returning to active employment from leave.

18.1 Definitions

Return to Work Program: A Return to Work Program is a process for returning industrially injured/ill employees to the workplace as soon as possible after injury or the onset of temporary disability. The program recognizes Chico Unified School District’s responsibility, participation and interest in the effective rehabilitation of industrially injured/ill employees.

Light Duty Work: Light Duty work is any job, task, function or combination thereof that a worker who suffers from a diminished capacity may perform. The work must be productive and the result of the work must have value.

Merit System references to permanent professional, expert, provisional, or limited term assignments do not apply.

Priority Placement List is a List of employees who have been approved to return to work under the Light Duty Provision of Article 20.

Hiring Departments are departments/sites within the District that are actively recruiting for specific vacant and/or new positions.

18.2 Accommodation

The Return to Work Program will be available to all employees who have been approved by the Personnel Director, and their treating physician to return to work, and are able to perform the essential duties of their regular position or other suitable work that may be available.

Assistance will be provided where possible, to temporarily accommodate the needs of the industrially injured/ill employee in their own department, in order to facilitate the employee’s reintegration to the workplace and a return to their regular duties.

18.2.1 CSEA and the District will meet jointly with the employee to address and resolve issues relative to identifying appropriate accommodations for the employee returning to modified work. These may include but are not limited to the following:

- Reduced hours
- Accessibility of facilities
- Job restructuring and altering the ways in which tasks are accomplished
- Creating modified or part-time work schedules
- Providing assistance or support staff
- Special project work
- A temporary alternate position

Added 2003
18.2.2 Light Duty Priority Placement List

Should the employee’s pre-injury/illness department be unable to provide modified work, a search may be conducted throughout the Chico Unified School District for a position that would provide appropriate accommodation, based on the employee’s skills and functional abilities. The employee will be placed on a Light Duty Priority Placement listing which will be provided to hiring departments.

With the agreement of the CSEA on a case-by-case basis, hiring departments will be required to demonstrate that every effort has been made to fill limited term or vacant positions during recruitment with qualified applicants from the priority placement list before other candidates can be considered.

18.3 Temporary Accommodation

A temporary accommodation will be considered a period not exceeding eight weeks without a review by a CSEA representative, the Superintendent/Designee, immediate supervisor and the Director of Human Resources. In all cases involving a bargaining unit employee and where that employee is placed in a position in another bargaining unit or non-bargaining unit, the employee will continue to be represented by the pre-injury/illness bargaining unit until that point in time when the employee returns to the pre-injury/illness job.

During the period of temporary accommodation, while the employee is participating in the Return to Work Program, the temporary accommodation will not result in an adjustment to wages.

18.4 Refusal of Accommodation

When an employee is offered appropriate duties within the prescribed abilities but declines the offer, and there is no medical information to substantiate a continued absence from the workplace, the Superintendent/Designee will notify the workers’ compensation administrator, if applicable, and CSEA.

18.5 Employee Responsibility

The injured/temporarily-disabled employee has the following responsibilities:

- Follow appropriate medical treatment.
- Report promptly all work-related injuries or absences due to illness to supervisor.
- Maintain regular contact with the supervisor and keep the supervisor informed of any changes to medical condition.
- Participate in developing a Return To Work Program and cooperate in job reassignments where required.
- Provide the Superintendent/Designee with a medical release.
- Communicate any difficulties regarding the duties to immediate supervisor.
- Attempt to schedule activities such as physiotherapy or medical appointments so they do not interfere with the return to work.
- Notify a CSEA representative to attend the return to work meetings with the Program Manager.
- Comply with standard CHICO UNIFIED SCHOOL DISTRICT policies.
ARTICLE 19
NEGOTIATIONS/DURATION

19.1 Effective Date
The term of the current contract shall expire on June 30, 2024, and a new three (3) year term shall commence on or after July 1, 2021. The successor year(s) shall be 2021-2022, 2022-2023, 2023-2024.

19.2 Re-Openers
Annually, if either party desires to alter, modify, or amend this Agreement, either party may submit a written initial proposal to the other party by personal delivery, certified mail or registered mail prior to May 1. Upon receipt of a written notice by either party, the District shall make arrangements pursuant to the provisions of the EERA, including the Public Notice provision, for meeting and negotiating to commence.

19.2.1 Written notice to alter, modify, or amend this Agreement during the effective date of the Agreement is expressly limited to the Wages and Health and Welfare Benefits articles plus one additional article for either party.

19.2.2 The parties, if they mutually agree to do so in writing, may negotiate any portion of this Agreement during the effective date of the Agreement.

19.2.3 Pending a conclusion to the meeting and negotiating to modify any of the specific provisions in this Agreement, the provisions of this Agreement shall remain in full force and effect.

19.3 Commencement of Negotiations
Following completion of the Public Notice requirement, no later than the third regularly scheduled board meeting after May 1, the other party's initial proposal will be submitted. Negotiations shall then commence at a mutually acceptable time and place.

19.4 Ratification of Agreement
If, during its term, the parties hereto should mutually agree to attempt to agree to modify, amend or alter the provisions of this Agreement in any respect, any such changes shall be reduced to writing, signed by the authorized representatives of the District and CSEA and ratified by the parties. Any such changes validly made shall become a part of this Agreement and subject to its terms of automatic renewal or termination. These same provisions shall apply to any Successor Agreement negotiated by the parties.

19.5 Procedures
The parties agree to utilize the Interest Based Bargaining (IBB) process during the term of this Agreement. If the parties mutually agree to utilize the IBB process, the District will fund the training, the meetings, and the facilitator. Training in the IBB process will be provided as necessary to the teams by mutual agreement. Either party may terminate this section of the Collective Bargaining Agreement with ninety (90) days written notice.

19.6 Successor Agreement / Extension of Agreement
Either party may initiate negotiations for a Successor Agreement by providing appropriate written notice to the other party by May 1 of the calendar year in which the this Agreement expires. If, on or before May 1 of the year in which this Agreement expires, and May 1 of subsequent years, neither party gives appropriate written notice to the other of its desire to modify or terminate this Agreement, this Agreement shall be extended for another year.