

1 **7.3 Lunch Period**

2 All unit members shall be provided an uninterrupted forty-minute duty-free lunch
3 period during school days.

4 **7.4 Preparation of Periods**

5 **7.4.1** Elementary school (K-6) unit members shall be provided thirty (30) minutes during the
6 normal workday for preparation and conference with parents, students, and other staff
7 members. Such time shall be free from pupil contact, other than scheduled conferences.

8 **7.4.2** Continuation High School, and Community Day School unit members shall be provided
9 thirty (30) minutes during the normal workday for preparation and conferences with
10 parents, students, and other staff members. Such time shall be free from pupil contact,
11 other than scheduled conferences.

12 **7.4.3** Junior and senior high school unit members (7-12) working in a non-traditional schedule
13 (i.e., block or rotation) shall be entitled to the equivalent amount of preparation time
14 relative to instructional time at the conclusion of the schedule cycle as they would have
15 received under a traditional seven-period (7) schedule (i.e., seven (7) 60 consecutive
16 minute periods) for preparation: conference with parents, students, and other staff
17 members; and planning. Unit members assigned coverage during their preparation
18 period will be paid the hourly rate for direct student instruction for the first hour or any
19 portion thereof for each such coverage. This rate will be pro-rated after the first hour.

20 **7.4.4** It is the intent of the District and Association to allow the sites flexibility to determine
21 their own instructional arrangements so long as the instructional minutes and work
22 hours cited above remain constant. To insure dedicated preparation time, high school special
23 education teachers will not be assigned a class tutorial period, but will still be assigned as a
24 class advisor. Elementary special education teachers will have two protected Friday
25 afternoons each month, each a minimum of one hour, to complete necessary special education CDE
26 required documentation. Effective date: July 1, 2024

27 **7.4.5** It is further the intent of the District and Association that any decision regarding
28 instructional schedules be arrived at through a process of shared decision making at
29 the sites after having received input from staff (classified and certificated), students,
30 parents, community members, and feeder schools.

31 **NOTE:** Since any change in schedule at a site could affect employee-working conditions at that
32 site, a side letter agreement would be required.

33 **7.5 Non-student Days**

34 On workdays of non-student attendance, unit members shall report for duty as
35 designated by the principal or designee, except that the designated duty hours shall
36 not exceed those of a normal workday.

37 **7.6 Minimum Instruction Time Days**

38 The District may schedule minimum days at its discretion. At the K-6 level, the District
39 shall provide at least four (4) minimum days or two (2) full days for parent conferencing
40 per school year.

1 indemnity checks received because of the industrial accident of illness. The District, in
2 turn, shall issue the appropriate salary warrants for payment of salary and shall
3 deduct normal retirement and other authorized contributions.

4 **8.5.6** Unit members requesting such leaves under this provision shall furnish the Superintendent
5 a statement signed by a licensed physician verifying the nature of injury or illness and the
6 number of days of absence what will be needed for the leave of absence. A second signed
7 physician's statement will be required of the unit member at the end of the unit member's
8 leave of absence, certifying that he/she is medically able to return to service.

9 **8.6 Personal Necessity Leave**

10 **8.6.1** Unit members may use accumulated sick leave for the following purposes; and the
11 employee must notify the immediate supervisor as far in advance of the absences as
12 possible.

- 13 a. Death of a member of the immediate family when additional leave is required beyond
14 that or to attend the funeral of a friend not defined as immediate family in Article 8.9.3
15 provided under bereavement leave.
- 16 b. Accident involving the person or property of the employee or the person or property
17 of a member of the immediate family.
- 18 c. Appearance in any court or before any administrative tribunal as a litigant, party, or
19 witness under subpoena or any order made with jurisdiction. Excluded is any
20 appearance brought about through the connivance or misconduct of the employee.
- 21 d. Serious illness of a member of the immediate family, which requires medical care,
22 and the personal presence of the employee.
- 23 e. Member of the immediate family shall be as defined in the bereavement leave
24 provision of this Agreement.
- 25 f. Unavoidable circumstance that cannot be reasonable disregarded that necessitates member's
26 Personal attention during business hours. Requires advance notice. EC 44981 limits this time
27 to seven (7) days.

28 **8.6.1.1** Unit members shall complete the District's absence affidavit, which shall verify that
29 the unit member's use of sick leave was for personal necessity as defined above. The
30 District and the Association shall meet annually, if requested by either party, to review
31 the effectiveness of the Absence Affidavit or the following contract related forms:
32 grievance, evaluation, absence affidavit and complaint.

33 **8.6.2 Personally and/or Professional Compelling**

34 Up to ~~two (2)~~ days may be used in each fiscal year for reasons, which are personally
35 compelling and/or professionally compelling. Advance notice is required except in
36 extraordinary circumstances so that pupils will not be disadvantaged. Advance
37 permission, however, is not required.

38 **8.6.2.1** Unit members shall complete the District's absence affidavit which shall verify the
39 unit member's use of leave.

1 indemnity checks received because of the industrial accident of illness. The District, in
2 turn, shall issue the appropriate salary warrants for payment of salary and shall
3 deduct normal retirement and other authorized contributions.

4 **8.5.6** Unit members requesting such leaves under this provision shall furnish the Superintendent
5 a statement signed by a licensed physician verifying the nature of injury or illness and the
6 number of days of absence what will be needed for the leave of absence. A second signed
7 physician's statement will be required of the unit member at the end of the unit member's
8 leave of absence, certifying that he/she is medically able to return to service.

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14 that or to attend the funeral of a friend not defined as immediate family in Article 8.9.3
15 provided under bereavement leave.
- 16 b. Accident involving the person or property of the employee or the person or property
17 of a member of the immediate family.
- 18 c. Appearance in any court or before any administrative tribunal as a litigant, party, or
19 witness under subpoena or any order made with jurisdiction. Excluded is any
20 appearance brought about through the connivance or misconduct of the employee.
- 21 d. Serious illness of a member of the immediate family, which requires medical care,
22 and the personal presence of the employee.
- 23 e. Member of the immediate family shall be as defined in the bereavement leave
24 provision of this Agreement.
- 25 f. Unavoidable circumstance that cannot be reasonable disregarded that necessitates member's
26 Personal attention during business hours. Requires advance notice. EC 44981 limits this time
27 to seven (7) days.

28 **8.6.1.1** Unit members shall complete the District's absence affidavit, which shall verify that
29 the unit member's use of sick leave was for personal necessity as defined above. The
30 District and the Association shall meet annually, if requested by either party, to review
31 the effectiveness of the Absence Affidavit or the following contract related forms:
32 grievance, evaluation, absence affidavit and complaint.

33 **8.6.2 Personally and/or Professional Compelling**

34 Up to three (3) days may be used in each fiscal year for reasons, which are personally
35 compelling and/or professionally compelling. Advance notice is required except in
36 extraordinary circumstances so that pupils will not be disadvantaged. Advance
37 permission, however, is not required.

38 **8.6.2.1** Unit members shall complete the District's absence affidavit which shall verify the
39 unit member's use of leave.

1 **8.7 PC Incentive Days**

2 **8.7.1** Of the twelve (12) days of sick leave credited each year, the balance remaining at the
3 end of the year shall be multiplied by a factor of .2 to award incentive days.

4 **8.7.2** Incentive Days may accumulate up to five days and their use will not reduce sick leave.

5 **8.7.3** Any amount in excess of five (5) days and their use will not reduce sick leave.

6 **8.7.4** Upon termination or retirement any accumulated incentive days shall be credited
7 toward sick leave.

8 **8.7.5** Advance notice is required except in extraordinary circumstances so that pupils will
9 not be disadvantaged. Advance permission, however, is not required. These days
10 may be used for reasons personally compelling and or professionally compelling.

11 **8.7.6** The District and the Association shall establish a joint committee to monitor savings
12 or expense of the PC incentive program.

13 **8.8 Coverage Credit**

14 ~~In lieu of monetary compensation, unit members may request coverage credit.~~
15 ~~One (1) coverage credit shall be granted for each full class period, with one (1) day of earned~~
16 ~~paid leave for each six (6) full class periods of coverage.~~

17 Advance notice is required except in extraordinary circumstances
18 so that pupils will not be disadvantaged. Advance permission, however, is not required.
19 These days may be used for reason personally compelling and or professionally compelling.
20 No more than three (3) days may be taken consecutively. These days may not be combined
21 with PC days. Any leftover coverage credit may be carried from year to year. Coverage credit
22 will be tracked and administered by the sites.

23 **8.9 Bereavement Leave**

24 **8.9.1** Unit members shall be entitled to a maximum of ~~three (3)~~ days leave of absence without
25 loss of salary for the death of any member of the unit member's immediate family.

26 ~~**8.9.2** If out-of-state travel or more than three hundred (300) miles one way is required, a~~
27 ~~unit member shall be entitled to a maximum of two (2) additional days paid bereavement~~
28 ~~leave.~~

29 **8.9.3** Member of the immediate family is defined as the mother, father, grandmother,
30 grandfather, or a grandchild of the unit member or of the spouse of the unit member,
31 and spouse, son-in-law, daughter, daughter-in-law, foster child of whom the unit
32 member or spouse has legal guardianship, brother, brother-in-law, sister, sister-in-law,
33 of the unit member, or any relative living in the immediate household of the unit
34 member or of the spouse. At the discretion of the Superintendent and where
35 unusual circumstances exist, bereavement leave may be granted because of the death
36 of some other person than covered in the foregoing definition. Written request shall
37 be made by the employee to the District Superintendent.

1 **8.7 PC Incentive Days**

2 **8.7.1** Of the twelve (12) days of sick leave credited each year, the balance remaining at the
3 end of the year shall be multiplied by a factor of .2 to award incentive days.

4 **8.7.2** Incentive Days may accumulate up to five days and their use will not reduce sick leave.

5 **8.7.3** Any amount in excess of five (5) days and their use will not reduce sick leave.

6 **8.7.4** Upon termination or retirement any accumulated incentive days shall be credited
7 toward sick leave.

8 **8.7.5** Advance notice is required except in extraordinary circumstances so that pupils will
9 not be disadvantaged. Advance permission, however, is not required. These days
10 may be used for reasons personally compelling and or professionally compelling.

11 **8.7.6** The District and the Association shall establish a joint committee to monitor savings
12 or expense of the PC incentive program.

13 **8.8 Coverage Credit**

14 In lieu of monetary compensation, unit members may request coverage credit/comp. time.
15 One (1) coverage credit shall be granted for each full class period at the Jr/Sr. grade level.
16 At the elementary grade level, coverage credit/comp. time will be accrued/used in ¼ hour (.25)
17 Increments. One (1) day of earned paid leave will be earned for each six (6) full class periods
18 covered at the Jr.Sr. grade level. Advance notice is required except in extraordinary circumstances
19 so that pupils will not be disadvantaged. Advance permission, however, is not required.
20 These days may be used for reason personally compelling and or professionally compelling.
21 No more than three (3) days may be taken consecutively. These days may not be combined
22 with PC days. Any leftover coverage credit may be carried from year to year. Coverage credit
23 will be tracked and administered by the sites.

24 **8.9 Bereavement Leave**

25 **8.9.1** Unit members shall be entitled to a maximum of five (5) days leave of absence without
26 loss of salary for the death of any member of the unit member's immediate family.

27 **8.9.2** Member of the immediate family is defined as the mother, father, grandmother,
28 grandfather, or a grandchild of the unit member or of the spouse of the unit member,
29 and spouse, son-in-law, daughter, daughter-in-law, foster child of whom the unit
30 member or spouse has legal guardianship, brother, brother-in-law, sister, sister-in-law,
31 of the unit member, or any relative living in the immediate household of the unit
32 member or of the spouse. At the discretion of the Superintendent and where
33 unusual circumstances exist, bereavement leave may be granted because of the death
34 of some other person than covered in the foregoing definition. Written request shall
35 be made by the employee to the District Superintendent.

1 Each year, utilizing the most current J90 report from CDE website (including equivalent
2 data from Shasta County public schools listed but not reporting) excluding SCOE and
3 FRJUSD, a list of comparison districts shall be chosen to include the following:

- 4 1. All extant unified school districts
- 5 2. All high school districts
- 6 3. A number of elementary districts equal to the number of high school districts
7 as identified in number 2 above. These elementary districts shall be determined
8 by alternately eliminating the lowest and highest total BA+60 Step 10 salaries
9 associated with these districts until such number of aforementioned districts is
10 attained. In the event that an even number of school districts selected from a
11 list containing an odd number of schools, then these shall be selected, in equal
12 number, from immediately above and immediately below the median.

13 Compensation for the 2018-2019 school year and thereafter shall be determined by
14 calculating the percent difference between the most recent mean salaries (as soon as the
15 J90 is published and the two parties agree to meet in the current school year) at BA + 60
16 Step 10 of these school districts' and FRJUSD's salary schedules, and this difference, when
17 it results in an increase to FRTA, shall be applied to the salary schedule retroactively to
18 the beginning of the school year.

19 The Association and the District mutually agree to a **2.51% increase to the 2022-2023**
20 **current salary schedule retroactive to July 1, 2022.** Calculation of the increase will be
21 applied to the annual base salary including longevity. Employees must be in active status
22 on the date that the agreement is ratified by both parties.

23 The District Insurance Benefit Contribution (CAP) for the 2018-2019 school year and
24 thereafter shall be determined by calculating the percent difference between the most
25 recent District Insurance Benefit Contributions of aforementioned comparison of Shasta
26 County school districts and FRJUSD, and this difference, when it results in an increase to
27 FRTA, shall be applied to the CAP retroactively to the beginning of the school year. The
28 value of this difference shall be distributed as a rebate in equal amounts to each
29 employee and rolled into the CAP thereafter. When the chosen schools reflect a decrease
30 in CAP, it is agreed that the employees shall not take a decrease in district contribution
31 toward the CAP.

32 It is in the best interest and the intent of both parties to maintain fiscal solvency. It is in
33 the best interest and the intent of both parties to honor and uphold the philosophy
34 agreed-upon, whereby improvement to compensation is both automatic and defined.

35 **15.1.1 Original Placement on the Salary Schedule**

36 Units submitted must be from a regionally accredited college or university in upper
37 division or graduate courses (units completed to satisfy the requirements for a
38 baccalaureate degree shall be excluded).

39 To count as a year of experience, at least seventy-five percent (75%) of the school year
40 must have been taught.

1 Each year, utilizing the most current J90 report from CDE website (including equivalent
2 data from Shasta County public schools listed but not reporting) excluding SCOE and
3 FRJUSD, a list of comparison districts shall be chosen to include the following:

- 4 1. All extant unified school districts
- 5 2. All high school districts
- 6 3. A number of elementary districts equal to the number of high school districts
7 as identified in number 2 above. These elementary districts shall be determined
8 by alternately eliminating the lowest and highest total BA+60 Step 10 salaries
9 associated with these districts until such number of aforementioned districts is
10 attained. In the event that an even number of school districts selected from a
11 list containing an odd number of schools, then these shall be selected, in equal
12 number, from immediately above and immediately below the median.

13 Compensation for the 2018-2019 school year and thereafter shall be determined by
14 calculating the percent difference between the most recent mean salaries (as soon as the
15 J90 is published and the two parties agree to meet in the current school year) at BA + 60
16 Step 10 of these school districts' and FRJUSD's salary schedules, and this difference, when
17 it results in an increase to FRTA, shall be applied to the salary schedule retroactively to
18 the beginning of the school year.

19 The Association and the District mutually agree to a **7.32% increase to the 2023-2024**
20 **current salary schedule retroactive to July 1, 2023.** Calculation of the increase will be
21 applied to the annual base salary including longevity. Employees must be in active status
22 on the date that the agreement is ratified by both parties.

23 The District Insurance Benefit Contribution (CAP) for the 2018-2019 school year and
24 thereafter shall be determined by calculating the percent difference between the most
25 recent District Insurance Benefit Contributions of aforementioned comparison of Shasta
26 County school districts and FRJUSD, and this difference, when it results in an increase to
27 FRTA, shall be applied to the CAP retroactively to the beginning of the school year. The
28 value of this difference shall be distributed as a rebate in equal amounts to each
29 employee and rolled into the CAP thereafter. When the chosen schools reflect a decrease
30 in CAP, it is agreed that the employees shall not take a decrease in district contribution
31 toward the CAP.

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37 division or graduate courses (units completed to satisfy the requirements for a
38 baccalaureate degree shall be excluded).

39 To count as a year of experience, at least seventy-five percent (75%) of the school year
40 must have been taught.

1 **15.2 Insurance Coverage**

2 Each .90 FTE or more unit member shall participate in the District’s Health Insurance
3 plan. The District will pay up to but not exceed \$11,795 for the 2022–2023 school year
4 as the District’s contribution for each unit member’s health, dental, vision, and life
5 insurance. All sums in excess shall be paid monthly by the unit member through
6 automatic payroll withdrawal to fund the insurance plan selected by the unit
7 member. FRTA may, with the voted consent of its members, adopt an alternate
8 insurance plan pricing system that divides the total Unit insurance cost among members
9 in such a manner as they deem equitable. If, in the event that actual Unit costs exceed
10 (or are less than) the amount received by the District from FRTA, then the difference will
11 be charged to (or credited to) FRTA the following year. There shall be no refund made
12 individually to Unit members in the event that the maximum District contribution
13 exceeds the monthly premium of the plan selected by that member. All such refunds
14 shall be applied toward the reduction of the Unit insurance costs for the following year.
15 if a less than full-time member decides not to participate in the insurance plan, the CAP
16 is not credited to the unit.

17 **Medical Coverage:** each full-time unit member shall participate in the District’s Health Insurance
18 Plan options selected by the bargaining unit.

19 **Dental Coverage:** each full-time unit member shall participate in the Dental Plan selected by the
20 unit unless participation is prohibited by the 3rd party insurance provider.

21 **Vision Coverage:** each full-time unit member shall participate in the Vision Care Plan Coverage
22 selected by the unit unless participation is prohibited by the 3rd party
23 insurance provider.

24 **Life Insurance:** each full-time unit member shall be entitled to the CTA approved plan.

25 **15.2.1** Eligible unit members who are employed as .5 FTE and greater shall be entitled to a
26 proration of the District’s contributions as stated above.

27 **15.2.2** The District retains the right to select and/or change the insurance carrier or claims
28 administrators, become self-funded, or join a JPA or Trust for any and all insurance
29 benefit coverage, after consultation with the Association.

30 **15.2.3** Subject to the insurance carrier’s rules, a member of the unit on an unpaid leave of
31 absence may participate in the COBRA insurance plan offered by the insurance carrier,
32 at the unit member’s expense during the period of the leave.

33 **15.3 Automobile Mileage Expense Reimbursement**

34 A member of this representation unit who is authorized in advance to use his/her
35 personal automobile in the performance of duties shall be reimbursed at the IRS rate.

36 **15.4 Physical Examinations**

37 Except for leave verification purposes, unless otherwise specifically provided in
38 this Agreement, whenever the District requires a physical examination to be taken by
39 the unit member, the District, as it determines, will either provide the required
40 examination, cause it to be provided, or provide the unit member with reasonable
41 reimbursement for the required examination.

1 **15.2 Insurance Coverage**

2 Each .90 FTE or more unit member shall participate in the District’s Health Insurance
3 plan. The District will pay up to but not exceed \$12,463 for the 2023-2024 school year
4 as the District’s contribution for each unit member’s health, dental, vision, and life
5 insurance. All sums in excess shall be paid monthly by the unit member through
6 automatic payroll withdrawal to fund the insurance plan selected by the unit
7 member. FRTA may, with the voted consent of its members, adopt an alternate
8 insurance plan pricing system that divides the total Unit insurance cost among members
9 in such a manner as they deem equitable. If, in the event that actual Unit costs exceed
10 (or are less than) the amount received by the District from FRTA, then the difference will
11 be charged to (or credited to) FRTA the following year. There shall be no refund made
12 individually to Unit members in the event that the maximum District contribution
13 exceeds the monthly premium of the plan selected by that member. All such refunds
14 shall be applied toward the reduction of the Unit insurance costs for the following year.
15 if a less than full-time member decides not to participate in the insurance plan, the CAP
16 is not credited to the unit.

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19 **Dental Coverage:** each full-time unit member shall participate in the Dental Plan selected by the
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23 insurance provider.

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25 **15.2.1** Eligible unit members who are employed as .5 FTE and greater shall be entitled to a
26 proration of the District’s contributions as stated above.

27 **15.2.2** The District retains the right to select and/or change the insurance carrier or claims
28 administrators, become self-funded, or join a JPA or Trust for any and all insurance
29 benefit coverage, after consultation with the Association.

30 **15.2.3** Subject to the insurance carrier’s rules, a member of the unit on an unpaid leave of
31 absence may participate in the COBRA insurance plan offered by the insurance carrier,
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37 Except for leave verification purposes, unless otherwise specifically provided in
38 this Agreement, whenever the District requires a physical examination to be taken by
39 the unit member, the District, as it determines, will either provide the required
40 examination, cause it to be provided, or provide the unit member with reasonable
41 reimbursement for the required examination.

1 **6.6 Call Back**

2 A unit member who has completed his/her work assignment for any regular workday and is called
3 back to work by the immediate supervisor or called in on a day not scheduled to be worked shall
4 receive at least two (2) hours of pay at the appropriate rate of pay. This provision shall not apply
5 to any unit member who is assigned, prior to leaving work, to work beyond the normal workday.

6 **ARTICLE 7: COMPENSATION**

7 **7.1 Wages**

8 The District and the Association agree to use the districts found in Zone 2 as a comparison bench
9 mark in order to guide the negotiation team.

10 The superintendent or his/her designee may place new hires up to step three (3).

11 ~~CSEA and FRJUSD mutually agree to a 2.51% (two point five one) increase to the 2022-2023~~
12 ~~current salary schedule effective July 1, 2022 plus an additional 3.23% to be reimbursed from the~~
13 ~~2023-2024 CSEA negotiation settlement. If the 2023-2024 negotiated increase does not cover the~~
14 ~~3.23% reimbursement, the remaining percentage will be carried over to the 2024-2025 school year~~
15 ~~and so on and so forth until the debt is paid in full. A new salary schedule will be effective on July 1,~~
16 ~~2022, reflecting a 2.51% (two point five one), plus a 3.23% — Step one removed and all employee~~
17 ~~ranges moved down one. Calculation of the increase will be based on the annual base salary~~
18 ~~(including longevity, extra hours, and overtime). Employees must be in active status on the date that~~
19 ~~the agreement is ratified by both parties.~~
20 ~~It is in the best interests of both parties that the district maintain fiscal solvency.~~

21 7.1.1 Should any other group receive a higher compensation the district agrees to return to
22 the table for parity.

23 **7.2 Insurance**

24 The district will contribute a maximum annual premium contribution of \$11,795 (increase of 1.5%)
25 which calculates to \$174.00 per FTE) for the 2022-2023 school year for each full-time (40 hour week)
26 unit member. Thereafter the CAP increases will be equal with FRTA's CAP.

27 7.2.1 For unit members employed after January 1, 1989, the District-paid premiums for each
28 of the above insurance coverage shall have the District premium contribution prorated for
29 eligible part-time unit members, with coverage subject to carrier/administrator approval.
30 The pro-ration of the District monthly premium contributions shall be based upon the
31 part-time unit member's assigned weekly hours of employment as compared to forty
32 (40) hours.

33 However, those part-time unit members regularly assigned to work less than twenty
34 (20) hours per week shall not be eligible for a prorated District benefit contribution or
35 insurance coverage. Such District prorated premium contribution is available only at the
36 time of employment or any open enrollment period permitted by the insurance carriers.

37 7.2.1.1. The District retains the right to select and/or change the insurance carrier or claims
38 administrators, become self-funded, or join a JPA or Trust for any and all insurance
39 benefit coverage after consultation with the Association.

1 **6.6 Call Back**

2 A unit member who has completed his/her work assignment for any regular workday and is called
3 back to work by the immediate supervisor or called in on a day not scheduled to be worked shall
4 receive at least two (2) hours of pay at the appropriate rate of pay. This provision shall not apply
5 to any unit member who is assigned, prior to leaving work, to work beyond the normal workday.

6 **ARTICLE 7: COMPENSATION**

7 **7.1 Wages**

8 The District and the Association agree to use the districts found in Zone 2 as a comparison bench
9 mark in order to guide the negotiation team.

10 The superintendent or his/her designee may place new hires up to step three (3).

11 CSEA and FRJUSD mutually agree to a 7.32% (seven point three two) increase to the 2023-2024
12 current salary schedule effective July 1, 2023 plus an additional 3.23% to be reimbursed from the
13 2023-2024 CSEA negotiation settlement. If the 2023-2024 negotiated increase does not cover the
14 3.23% reimbursement, the remaining percentage will be carried over to the 2024-2025 school year
15 and so on and so forth until the debt is paid in full. A new salary schedule will be effective on July 1,
16 2022, reflecting a 2.51% (two point five one), plus a 3.23% - Step one removed and all employee
17 ranges moved down one. Calculation of the increase will be based on the annual base salary
18 (including longevity; extra hours, and overtime). Employees must be in active status on the date that
19 the agreement is ratified by both parties.

20 It is in the best interests of both parties that the district maintain fiscal solvency.

21 7.1.1 Should any other group receive a higher compensation the district agrees to return to
22 the table for parity.

23 **7.2 Insurance**

24 The district will contribute a maximum annual premium contribution of \$12,463 (increase of 5.66 %
25 which calculates to \$668 per FTE) for the 2023-2024 school year for each full-time (40 hour week)
26 unit member. Thereafter the CAP increases will be equal with FRTA's CAP.

27 7.2.1 For unit members employed after January 1, 1989, the District-paid premiums for each
28 of the above insurance coverage shall have the District premium contribution prorated for
29 eligible part-time unit members, with coverage subject to carrier/administrator approval.
30 The pro-ration of the District monthly premium contributions shall be based upon the
31 part-time unit member's assigned weekly hours of employment as compared to forty
32 (40) hours.

33 However, those part-time unit members regularly assigned to work less than twenty
34 (20) hours per week shall not be eligible for a prorated District benefit contribution or
35 insurance coverage. Such District prorated premium contribution is available only at the
36 time of employment or any open enrollment period permitted by the insurance carriers.

37 7.2.1.1. The District retains the right to select and/or change the insurance carrier or claims
38 administrators, become self-funded, or join a JPA or Trust for any and all insurance
39 benefit coverage after consultation with the Association.

1 (up to 50%) of their accrued vacation days. This shall not exceed ten (10) days per year.

2 **9.6** Upon separation from service, a unit member shall be entitled to a lump-sum compensation
3 for all currently accrued and unused vacation except that those unit members who have not
4 completed six (6) months of District employment in regular status shall not be entitled to
5 such compensation.

6 **9.7** Regular full-time unit members who are hired for a full twelve-month (12) work year must
7 take their accrued vacation days during one (1) fiscal year and no later than the end of the
8 Christmas recess of the year following the year in which the vacation time was earned.

9 9.7.1 All unit members who are hired for a designated number of days per school year shall
10 earn their vacation days computed as additional compensation into their annual
11 salary, which will be divided equally and received in their regular monthly warrant.

12 9.7.2 All unit members hired on a part-time basis for twelve (12) months shall take their
13 accrued vacations, as do the unit members in Section 9.7.

14 9.7.3 In the event that a twelve-month (12) unit member is not permitted by his/her
15 supervisor to take the accrued vacation in the time limits specified in Section 9.7, the
16 amount not taken shall accumulate and then be used no later than June 30th of the
17 current school year.

18 **ARTICLE 10: LEAVE POLICIES**

19 **10.1 Bereavement Leave**

20 10.1.1 A unit member shall be entitled to a maximum of ~~three (3)~~ days of leave of absence
21 without loss of salary for the death of any member of his/her immediate family. If
22 ~~out-of-state travel or travel in excess of three hundred (300) miles one way is required,~~
23 ~~a unit member shall be entitled to a maximum of two (2) days additional paid~~
24 ~~bereavement leave.~~

25 10.1.2 A member of the immediate family is defined as the mother, step-mother, father,
26 step-father, grandmother, grandfather, or grandchild of the unit member or of the
27 spouse of the unit member; the spouse, son, step-son, son-in-law, daughter,
28 step-daughter, daughter-in-law, brother, sister, of the unit member or the spouse
29 of the unit member; or any relative or person living in the immediate household of the
30 unit member. At the discretion of the Superintendent and where unusual
31 circumstances exist, bereavement leave may be granted because of the death of some
32 other person than covered in the foregoing definition. Written request shall be made
33 by the employee to the District Superintendent.

(up to 50%) of their accrued vacation days. This shall not exceed ten (10) days per year.

9.6 Upon separation from service, a unit member shall be entitled to a lump-sum compensation for all currently accrued and unused vacation except that those unit members who have not completed six (6) months of District employment in regular status shall not be entitled to such compensation.

9.7 Regular full-time unit members who are hired for a full twelve-month (12) work year must take their accrued vacation days during one (1) fiscal year and no later than the end of the Christmas recess of the year following the year in which the vacation time was earned.

9.7.1 All unit members who are hired for a designated number of days per school year shall earn their vacation days computed as additional compensation into their annual salary, which will be divided equally and received in their regular monthly warrant.

9.7.2 All unit members hired on a part-time basis for twelve (12) months shall take their accrued vacations, as do the unit members in Section 9.7.

9.7.3 In the event that a twelve-month (12) unit member is not permitted by his/her supervisor to take the accrued vacation in the time limits specified in Section 9.7, the amount not taken shall accumulate and then be used no later than June 30th of the current school year.

ARTICLE 10: LEAVE POLICIES

10.1 Bereavement Leave

10.1.1 A unit member shall be entitled to a maximum of five (5) days of leave of absence without loss of salary for the death of any member of his/her immediate family.

10.1.2 A member of the immediate family is defined as the mother, step-mother, father, step-father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member; the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, sister, of the unit member or the spouse of the unit member; or any relative or person living in the immediate household of the unit member. At the discretion of the Superintendent and where unusual circumstances exist, bereavement leave may be granted because of the death of some other person than covered in the foregoing definition. Written request shall be made by the employee to the District Superintendent.



AGREEMENT

Between

Fall River Joint Unified School District

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Chapter #191

November 1, 2023 to October 31, 2026

Board Approved: March 13, 2024

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ARTICLE 1: AGREEMENT

1 This is an Agreement made and entered into by and between the Fall River Joint Unified
2 District (hereinafter referred to as District) and the California School Employee Association
3 Chapter #191 (hereinafter referred to as Association).

ARTICLE 2: RECOGNITION

5 The District confirms its recognition of the Association as the exclusive representative for that
6 unit of classified employees contained in Appendix "A" of this Agreement.

7 It is agreed and understood that any disputes concerning the composition of this unit shall be
8 submitted to the Public Employees Relations Board (PERB) for resolution, and shall not be
9 processed through the Grievance Procedure of this Agreement.

10 This Agreement applies only to District classified employees included in said representation unit.

ARTICLE 3: DISTRICT RIGHTS

12 It is understood and agreed that the District retains all of its power and authority to direct,
13 manage and control to the full extent of the law.

14 The District's exercise of its powers, rights, authority, duties, and responsibilities; the adoption
15 of policies, rules, regulations, and practices in furtherance thereof; and the use of judgement
16 and discretion in connection therewith shall be limited only by the specific and express terms
17 of this Agreement and then only to the extent such specific and express terms are in
18 conformance with law.

19 It is also agreed and understood that a grievance may not be files on the basis of an alleged
20 violation on this Article.

ARTICLE 4: ORGANIZATIONAL SECURITY

22 **4.1** The District shall deduct from the pay of Association members then pay to the
23 Association or the Association member's designee the sum equal to the normal and
24 regular monthly Association membership dues.

25 **4.2** Such deduction shall be made only upon submission of the District form, duly completed
26 and executed by the employee and the Association, to the designated representative of
27 the District.

28 **4.3** The District shall not be obligated to put into effect any new, changed, or discontinued
29 deduction until the pay period commencing fifteen (15) days or more after such
30 submission.

31 **4.4** Members of this representation unit who have authorized the District to deduct from

1 their pay the normal and regular Association membership dues and all employees who
2 so voluntarily authorize hereafter throughout the term of this Agreement shall continue
3 their deductions for Association dues for the life of this Agreement except that
4 employees may terminate their payroll dues deduction within a period of thirty (30)
5 days following the expiration of this Agreement.

6 **4.5** With respect to all sums deducted by the District for Association dues, the District shall
7 be accompanied by an alphabetical list of unit members from whom such dues
8 deductions have been made.

9 **4.6** The sole and exclusive obligation of the District concerning unit members who do not
10 comply with the provisions of this Article is to notify the Association of the names of
11 such employees.

12 **ARTICLE 5: EMPLOYEE EVALUATION PROCEDURE**

13 **5.1 Probationary Employee**

14 Each probationary-status unit member shall receive a written work performance evaluation
15 by the immediate supervisor prior to the end of the fourth (4th) working month of employment.
16 If the first evaluation is less than satisfactory in any area evaluated, a second evaluation shall be
17 given prior to the end of the probationary period which shall be six (6) working months. The
18 second evaluation must address the areas of deficiency cited in the first evaluation. The
19 probationary period is considered an extension of the hiring process.

20 The performance evaluation shall be based upon the Classified Evaluation Forms approved
21 11/16/2001, which are based upon job descriptions. However, the District may make written
22 comments to unit members at any time during the year as a basis for the annual evaluation.
23 The probationary period is considered an extension of the hiring process.

24 **5.2 Permanent Status Employee**

25 Each permanent-status unit member shall receive a written work performance evaluation by
26 the immediate supervisor at least annually. The performance evaluation shall be based upon
27 the Classified Evaluation Forms approved 11/16/2001. However, the District may make written
28 comments to unit members at any time during the year as a basis for evaluation.

29 **5.2.1** The immediate supervisor shall discuss each written evaluation with the unit
30 member and shall provide the unit member with a copy of the evaluation. The unit
31 member shall sign the evaluation to acknowledge its receipt.

32 **5.2.1.1** At the option of either the unit member or the immediate supervisor, one (1)
33 additional person may also be present at the unit member's evaluation conference.
34 In the case of the unit member, the one (1) additional person shall be a Charter #191
35 representative. Each party shall notify the other at least twenty-four (24) hours in

1 advance if an additional person will be present.

2 5.2.2 Any negative written performance evaluation shall include recommendations for
3 improvement in cited deficiencies.

4 5.2.3 The unit member shall have the right to respond to negative written performance
5 evaluations

6 5.2.4 Any unit member who has reason to question any aspect of his/her performance
7 evaluation has the right to request a review of his/her evaluation by the
8 Superintendent or designee. If, as a result of this review, the reviewer disagrees with
9 the evaluation, the rating shall be changed to a satisfactory level.

10 5.2.5 The contents of an employee evaluation shall not be processed through the
11 grievance procedure. Only alleged procedural violations of this contract can be
12 processed through this grievance procedure.

13 5.2.6 No performance evaluation shall be based upon a complaint by any person unless

14 the District Complaint Procedure is followed, and the complaint is substantiated.

15 This section is intended to insure that a unit member is confronted with complaint at
16 the time such complaint is made, if reasonably necessary.

17 **5.3 Employee Personnel Files**

18 5.3.1 A unit member may inspect material in his/her personnel file which may serve as a
19 basis for affecting the status of his/her employment, except materials which were
20 obtained prior to his/her employment, were prepared by identifiable examination
21 committee members, or were obtained in connection with a promotional examination.

22 5.3.2 A unit member may inspect materials in his/her personnel file, with the exception
23 of the above specified items, during the normal business hours of the District Office at
24 a time other than when the unit member is required to render service. Such
25 inspection shall take place under the supervision of a District administrator or designee.

26 5.3.3 No materials of a derogatory nature, except the above specified items, may be placed
27 in a unit members' personnel file without allowing the employee an opportunity to
28 review and comment thereon. A unit member shall have the right to enter, and have
29 attached to any such derogatory statement, his/her own comments thereon. The
30 review and comment upon materials of a derogatory nature shall take place during
31 normal business hours of the District Office and at a time when the unit member can
32 be spared from duty as determined by the supervisor. The unit member shall submit
33 a request in advance to the supervisor to leave the normal place of work during
34 assigned duty times for such review and comment.

35 5.3.4 All material placed in a unit member's personnel file shall be dated and signed by
36 the contributor.

37 5.3.5 The personnel file referred to in this section is the official personnel file of a unit

1 member which shall be maintained at the District's central administrative office.

2 **ARTICLE 6: HOURS OF EMPLOYMENT AND OVERTIME COMPENSATION**

3 **6.1 Workweek and Workday**

4 6.1.1. Full-time employment within this representation unit consists of a forty-hour (40)
5 workweek rendered in units of eight (8) hours. The regular workweek shall consist of
6 up to five (5) consecutive workdays. Notwithstanding the above provisions, the District
7 may assign unit members to a four-consecutive-day (4), ten-hours-per-day (10) workweek
8 during student recess within any one (1) or more classifications.

9 6.1.2 Except as stated in Section 6.1.1, the workday and workweek for all unit members
10 shall be established and regularly set by the District. Except by mutual agreement
11 between the District and the unit member, a Monday-to-Friday workweek shall be
12 maintained for all unit members so assigned as of the date of December 3, 1979.

13 Full-time unit members employed after the date of December 3, 1979, may be assigned
14 a workweek of either Monday through Friday or Tuesday through Saturday at the
15 discretion of the District.

16 6.1.3. The District retains the right to extend the regular workday or workweek of unit
17 members or extend the hours of less-than-full-time unit members or utilize substitutes
18 whenever it deems it necessary to carry out the District's business.

19 6.1.4. A part-time unit member who is assigned to work in his/her regular classification a
20 minimum of thirty (30) minutes per day in excess of his/her regular scheduled hours
21 for a period of twenty (20) consecutive working days or more, shall have his/her basic
22 hour assignment changed to reflect the longer hours for the purposes of fringe benefit
23 pro-ration.

24 A part-time unit member temporarily assigned increased hours, up to the remainder
25 of the school year, to meet a need of the District does not gain the right to continue
26 in the increased hourly assignment after the District has terminated the temporary
27 assignment.

28 **6.2 Additional Provision Applicable to School Bus Drivers**

29 Modifications to regularly assigned home to school bus route assignments may be made
30 to decrease a bus driver's hours of assignment as per the following limitations:

- 31 a. The District may so reduce a unit member's route hours by up to one (1) hour during
32 any school year. If a unit member's route is to be so reduced in assigned time, that
33 unit member shall have the right to bump a unit member with less seniority among
34 those assigned a route with no greater number of hours as the former bus route.

35 A unit member so bumped shall have the same bumping rights. For the purposes of
36 this section, "seniority" shall be defined as hours of paid service as a probationary-status
37 or permanent-status bus driver with the Fall River Joint Unified School District.

- 1 b. The section shall not apply to regular eight-hour (8) unit members. It is further agreed
2 and understood that this section shall apply only to part-time bus drivers.
- 3 c. When such a reduction in a bus route assignment occurs, the new time will become the
4 regularly assigned hours.
- 5 d. This section is not to be construed as a waiver of the right of the Association to meet and
6 negotiate pursuant to Article 20 concerning the impact of reduction of hours of other
7 unit member classifications.
- 8 e. A bus driver who is required to utilize his/her personal automobile to report for duty at
9 a location other than a bus garage shall be eligible for such mileage reimbursement.
10 The number of miles to be reimbursed shall be determined in the following manner:
- 11 1. Determine the distance from the driver's home to the assigned work reporting
12 location.
- 13 2. Subtract the distance from the bus driver's home to the appropriate existing bus
14 garage.
- 15 3. Multiply by two (2).
- 16 In relation to bus driver mileage reimbursement, it is agreed and understood that the bus driver's
17 hourly compensation rate does not commence until the bus driver is designated to and arrives at
18 his/her assigned work location even though the unit member is receiving mileage reimbursement.

19 **6.3 Meal Period**

- 20 6.3.1 A non-compensated meal period of between thirty (30) and sixty (60) minutes shall
21 be provided all unit members who render service of at least five (5) consecutive hours.
- 22 6.3.2 The length of the meal period shall be determined by the supervisor. A unit member
23 shall not be required to take more than thirty (30) minutes for lunch because he/she
24 leaves the job site. The supervisor shall assign the meal period to be taken as soon
25 after the conclusion of four (4) hours of service as possible.
- 26 6.3.3 In the case of a four-day (4), ten-hour (10) assignment, the meal period shall be
27 assigned as near the mid-point as possible of the ten-hour (10) day.
- 28 6.3.4 The meal period shall be uninterrupted except in the event of an emergency. For
29 the purposes of this provision, an "emergency" is defined as an event which potentially
30 involves injury to a person or damage to property.
- 31 6.3.5 If a unit member leaves his/her place of work during the meal period, the District has
32 the option of using sign-in/out sheets during times of student recess or when an
33 administrator is not present.

34 **6.4 Rest Period**

- 35 6.4.1 A fifteen-minute (15) compensated rest period shall be provided members of the unit
36 for each four-hour (4) period of service. This rest period shall be taken at the direction
37 of the supervisor at or near the mid-point of each four-hour (4) period of service.

- 1 6.4.2 In case of a four-day (4), ten-hour (10) assignment, the rest period shall be taken near
2 the mid-point of each five-hour (5) period of service.
- 3 6.4.3 Unit members assigned to work between three and one-half (3 ½) and four (4) hours per
4 day shall be entitled to one (1) ten-minute (10) compensated rest period to be taken at
5 the discretion of the supervisor.

6 6.5 Overtime Compensation

- 7 6.5.1 Overtime compensation shall be provided to unit members who are directed by their
8 immediate supervisor to work in excess of eight (8) hours in any one (1) day or in
9 excess of forty (40) hours in any workweek.
- 10 6.5.2 Unit members directed and authorized by the immediate supervisor to provide service
11 to the District for five (5) consecutive workdays averaging four (4) hours or more per day
12 shall be provided overtime compensation on the sixth (6th) day and seventh (7th) day
13 following the commencement of the workweek.
- 14 6.5.3 Unit members directed and authorized by the immediate supervisor and whose average
15 workday is less than for (4) hours shall be provided overtime compensation on the
16 seventh (7th) day following the commencement of the workweek.
- 17 6.5.4 In the even that unit members are assigned to four (4) consecutive ten (10) hour
18 workdays, overtime compensation shall be provided to employees who are directed by
19 their immediate supervisor to work both in excess of ten (10) hours in any one (1) day
20 or in excess of forty (40) hours in any work week or for such authorized work performed
21 on the fifth (5th), sixth (6th), and seventh (7th) days.
- 22 6.5.5 For the purpose of computing the number of hours worked, time during which a unit
23 member is excused from work because of holidays, sick leave, vacation, compensatory
24 time off, or other paid leave of absence shall be considered as time worked by the unit
25 member. All time during which a unit member is directed and authorized by the
26 immediate supervisor to be on duty and to perform service shall also be considered as
27 time worked.
- 28 6.5.6 For authorized overtime worked, a unit member shall be compensated equal to time and
29 one-half of the unit member's regular rate of pay or shall receive compensatory time off
30 at time and one-half of the employee's regular rate of pay. Employees authorized by
31 the District to take compensatory time off in lieu of cash compensation for authorized
32 overtime shall take the compensatory time off, as approved by the District, within
33 twelve (12) calendar months following the month the overtime service was rendered.
34 If the employee is unable to take the time, or if the District rejects the employee's
35 request for compensatory time, the employee shall be compensated in the form of pay
36 as set forth herein. All compensatory time shall be documented on the employee's time
37 sheet.
- 38 6.5.7 In order to compensate secretaries for additional time spent calling substitutes outside
39 of their regular work hours, they shall receive 1 hour per week of paid release time.
40 This time to be taken during the last hour of the regular work schedule on Friday
41 afternoon unless otherwise arranged with the site supervisor.

1 **6.6 Call Back**

2 A unit member who has completed his/her work assignment for any regular workday and is called
3 back to work by the immediate supervisor or called in on a day not scheduled to be worked shall
4 receive at least two (2) hours of pay at the appropriate rate of pay. This provision shall not apply
5 to any unit member who is assigned, prior to leaving work, to work beyond the normal workday.

6 **ARTICLE 7: COMPENSATION**

7 **7.1 Wages**

8 The District and the Association agree to use the districts found in Zone 2 as a comparison bench
9 mark in order to guide the negotiation team.

10 The superintendent or his/her designee may place new hires up to step three (3).

11 CSEA and FRJUSD mutually agree to a 7.32% (seven point three two) increase to the 2023-2024
12 current salary schedule effective July 1, 2023 plus an additional 3.23% to be reimbursed from the
13 2023-2024 CSEA negotiation settlement. If the 2023-2024 negotiated increase does not cover the
14 3.23% reimbursement, the remaining percentage will be carried over to the 2024-2025 school year
15 and so on and so forth until the debt is paid in full. A new salary schedule will be effective on July 1,
16 2022, reflecting a 2.51% (two point five one), plus a 3.23% - Step one removed and all employee
17 ranges moved down one. Calculation of the increase will be based on the annual base salary
18 (including longevity; extra hours, and overtime). Employees must be in active status on the date that
19 the agreement is ratified by both parties.

20 It is in the best interests of both parties that the district maintain fiscal solvency.

21 7.1.1 Should any other group receive a higher compensation the district agrees to return to
22 the table for parity.

23 **7.2 Insurance**

24 The district will contribute a maximum annual premium contribution of \$12,463 (increase of 5.66 %
25 which calculates to \$668 per FTE) for the 2023-2024 school year for each full-time (40 hour week)
26 unit member. Thereafter the CAP increases will be equal with FRTA's CAP.

27 7.2.1 For unit members employed after January 1, 1989, the District-paid premiums for each
28 of the above insurance coverage shall have the District premium contribution prorated for
29 eligible part-time unit members, with coverage subject to carrier/administrator approval.
30 The pro-ration of the District monthly premium contributions shall be based upon the
31 part-time unit member's assigned weekly hours of employment as compared to forty
32 (40) hours.

33 However, those part-time unit members regularly assigned to work less than twenty
34 (20) hours per week shall not be eligible for a prorated District benefit contribution or
35 insurance coverage. Such District prorated premium contribution is available only at the
36 time of employment or any open enrollment period permitted by the insurance carriers.

37 7.2.1.1. The District retains the right to select and/or change the insurance carrier or claims
38 administrators, become self-funded, or join a JPA or Trust for any and all insurance
39 benefit coverage after consultation with the Association.

1 7.2.1.2 Subject to the approval of the insurance carrier, a unit member on an unpaid leave
2 of absence may participate, at the unit member's option and at the unit member's
3 expense, in the above insurance coverage during the period of the unpaid leave
4 according to District procedures.

5 7.2.1.3 Any complaint or any dispute regarding the insurance plans contained in Article 7.2
6 shall be resolved through the complaint procedure established by the plans of the
7 insurance carrier and not through the grievance procedure of this Agreement.

8 **7.3 Automobile Mileage Expense Reimbursement**

9 A member of the unit who is authorized by his/her supervisor in advance to use his/her personal
10 automobile in the performance of duties shall be reimbursed at the current approved IRS rate.

11 **7.4 Uniforms**

12 The District may require unit members to wear a distinctive uniform and items of identification.
13 As determined by the District, the purchase, lease, or rental of such uniforms, equipment,
14 identification badges, emblems, and cards required by the District shall be borne by the District.

15 **7.5 Meals and Lodging Expense Reimbursement**

16 A unit member who has received the prior authorization of the District shall be reimbursed subject
17 to District policy and procedures.

18 **7.6 Retirement Benefit Plan**

19 A bargaining unit member shall be entitled to receive an early retirement incentive upon meeting
20 the following criteria:

21 Upon written application, an employee with fifteen (15) years of service who is at least 55 years
22 of age and is currently working 6-8 hours per day in the district may participate in the following
23 early retirement plan:

24 * Employee must submit a written request to the personnel office no later than 90 days
25 prior to retirement date of the current school year of retirement.

26 * Employee shall resign his/her position with the district and may not return.

27 * Employee must retire and be a participant in the Public Employee Retirement System.

28 * Employee shall receive a cash payment of 13% of the current annual salary of the
29 position he/she held at the time of retirement to be paid annually for five (5) years.
30 Agreement under this program shall be entered into for five (5) years.

31 * Once an employee retires and chooses to discontinue coverage under the district
32 insurance carrier he/she shall not be eligible to reinstate coverage.

1 **ARTICLE 8: HOLIDAYS**

2 **8.1** The following shall be the holiday schedule for unit members:

- 3 * **July 4** - Independence Day
- 4 * **The first Monday of September** - Labor Day
- 5 * **September 9** - Admission Day. The District and Association agree to meet and negotiate
6 the placement of Admission Day each year.
- 7 * **November 11**- Veteran's Day
- 8 * **The last Thursday in November** - Thanksgiving Holiday and the day following
- 9 * **The workday preceding Christmas Day**- Christmas Eve
- 10 * **December 25** - Christmas Day
- 11 * **December 31**- New Year's Eve
- 12 * **January 1**- New Year's Eve
- 13 * **The third Monday in January**- Martin Luther King Day
- 14 * **February** (to be determined) - Lincoln's Day
- 15 * February-Washington's Day
- 16
- 17 * **June** - Juneteenth (will be a floating holiday to be observed either the Monday
18 preceding or the Friday succeeding June 19).
- 19 * Any other holiday mandated for unit members by applicable provisions of law.

20 **8.2** To be entitled to any of the above holidays, a unit member must be in a paid status during
21 any portion of the working day immediately preceding or succeeding the holiday.

22 Unit members, who are not normally assigned to duty during the school holidays of
23 Christmas and the workday preceding Christmas, December 31, and January 1, shall be
24 paid for these holidays provided that they were in a paid status during any portion of the
25 working day of their normal assignment immediately preceding or succeeding the holiday
26 period.

27 **8.3** If a day other than September 9 (Admissions Day) is designated as a holiday, a unit member
28 will be entitled to the alternate paid holiday if he/she was in paid status during any portion
29 of the working day preceding or succeeding the alternate day designated as the Admission
30 Day holiday.

31 **8.4** When one of the above holidays falls on a Sunday, the following Monday shall be deemed
32 that holiday. When one of the above holidays falls on a Saturday, the preceding Friday
33 shall be deemed to be that holiday.

34 **8.5** A unit member shall be paid the regular rate of pay for each holiday to which he/she is
35 entitled. Regular rate of pay is defined as the rate or differential wage paid under a leave

1 provision which the unit member receives the day preceding and/or following the holiday.
2 **8.6** When a member of the unit is directed by the immediate supervisor to work on any of the
3 above holidays, he/she shall be paid compensation for such work in addition to the regular
4 pay received for the holiday at the rate of time and one-half his/her regular rate of pay.

5 **ARTICLE 9: VACATION**

6 **9.1** Unit members and supervisors agree that 12-month employees should be encouraged to
7 take accrued vacation in order to remain vital employees for the District. Paid vacation
8 leave shall accrue on a monthly basis and based upon the following applicable criteria:

9 **9.1.1** One (1) through five (5) year of service - all unit members at the rate of five-sixths
10 (.83) times their regular work days for each month of service for a maximum period
11 of twelve (12) months.

12 Six (6) through ten (10) years of service - all unit members shall earn vacation at the
13 rate of one and one-quarter {1.25} times their regular workdays for each month of
14 service for a maximum of twelve {12} months.

15 Eleven {11} through fifteen {15} years of service - all unit members shall earn vacation
16 at the rate of one and one-half {1.5} times their regular work days for each month of
17 service for a maximum of twelve {12} months.

18 Sixteen (16) and thereafter year of service - all unit members shall earn vacation at the
19 rate of one and two-thirds {1.67} times their regular work days for each month of service
20 for a maximum of twelve {12} months.

21 **9.1.2** For the purpose of determining the number of "years of service" for Section 9.1.1, the
22 unit member's salary anniversary shall be determined per Appendix A-2.

23 **9.2** A month of service for purposes of vacation accrual is defined as a month in which a unit
24 member is paid for more than one-half {1/2} of the number of working days in that month.

25 **9.3** A year of service is defines as ten {10} months of service for ten-month (10) employees;
26 eleven (11) months of service for eleven-month (11) employees; and twelve (12) months
27 of service for twelve-month (12) month employees.

28 **9.4** If a holiday occurs within a scheduled vacation period of a unit member, that day will be
29 counted as a paid holiday and not as a day of vacation.

30 **9.5** All vacation requests shall be submitted to the supervisor at least five (5) days prior to the
31 requested commencement date. The supervisor shall consider all such requests and shall
then approve or otherwise schedule the vacation request in consultation with the unit
member. The supervisor shall inform employee if request has been approved or denied no
more than five (5) days after receipt of vacation request.

9.5.1 The Fall River Joint Unified School District as well as CSEA agrees that it is important
for employees to have time away from their jobs. Vacation Buy Back is a procedure
that allows classified employees who accrue vacation annually to be paid for a portion

(up to 50%) of their accrued vacation days. This shall not exceed ten (10) days per year.

9.6 Upon separation from service, a unit member shall be entitled to a lump-sum compensation for all currently accrued and unused vacation except that those unit members who have not completed six (6) months of District employment in regular status shall not be entitled to such compensation.

9.7 Regular full-time unit members who are hired for a full twelve-month (12) work year must take their accrued vacation days during one (1) fiscal year and no later than the end of the Christmas recess of the year following the year in which the vacation time was earned.

9.7.1 All unit members who are hired for a designated number of days per school year shall earn their vacation days computed as additional compensation into their annual salary, which will be divided equally and received in their regular monthly warrant.

9.7.2 All unit members hired on a part-time basis for twelve (12) months shall take their accrued vacations, as do the unit members in Section 9.7.

9.7.3 In the event that a twelve-month (12) unit member is not permitted by his/her supervisor to take the accrued vacation in the time limits specified in Section 9.7, the amount not taken shall accumulate and then be used no later than June 30th of the current school year.

ARTICLE 10: LEAVE POLICIES

10.1 Bereavement Leave

10.1.1 A unit member shall be entitled to a maximum of five (5) days of leave of absence without loss of salary for the death of any member of his/her immediate family.

10.1.2 A member of the immediate family is defined as the mother, step-mother, father, step-father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member; the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, sister, of the unit member or the spouse of the unit member; or any relative or person living in the immediate household of the unit member. At the discretion of the Superintendent and where unusual circumstances exist, bereavement leave may be granted because of the death of some other person than covered in the foregoing definition. Written request shall be made by the employee to the District Superintendent.

1 **10.2 Trial Jury Duty**

2 10.2.1 If a unit member is subpoenaed or called for Trial Jury Duty, unit member is entitled
3 to leave and unit member shall receive his/her regular pay.

4 10.2.2 The unit member shall submit to the supervisor a copy of the "Notice to Appear for
5 Trial Jury Duty" the workday following its receipt.

6 10.2.3 In the event a unit member is released from trial jury duty in the Inter-Mountain
7 area and has the equivalent of one-half of his/her hours of work (allowing for an
8 applicable meal period and reasonable travel time from the court), he/she shall
9 return to work.

10 10.2.4 In the even a unit member is released from trial jury duty out of the Inter-Mountain
11 area, he/she will not be required to return to work.

12 **10.3 Sick Leave**

13 10.3.1 Unit members employed five (5) days a week shall be entitled to twelve (12) days
14 leave of absence for illness or injury with full pay for a fiscal year of service. Unit
15 members employed for less than five (5) days a week and/or less than a full fiscal
16 year are entitled to sick leave as follows:

17 A member of the unit employed five (5) days a week who is employed for less than a
18 full fiscal year is entitled to that proportion of hours of twelve (12) days leave of
19 absence for illness or injury as the number of months he/she is employed equal to
20 twelve {12}.

21 A member of the unit employed less than five (5) days a week shall be entitled, for a
22 fiscal year of service, to that proportion of hours of twelve (12) days leave of absence
23 for illness or injury as the number of days he/she is employed per week equals to five
24 (5). When such persons are employed for less than a full fiscal year of service, this and
25 the preceding paragraph shall determine that proportion of leave of absence for illness
26 or injury to which they are entitled.

27 10.3.2 Credit for leave need not be accrued prior to taking such leave. However, a newly
28 employed unit member shall not be eligible to take more than six (6) days or the
29 proportionate amount to which he/she is entitled until after compensation of six
30 (6) months of active District service.

31 10.3.3 Unit members may accumulate unused sick leave without limitation.

32 10.3.4 The District may require as a condition of payment of sick leave, a doctor's
33 verification for any absence of three (3) consecutive workdays or after three (3)
34 absences in any school year, which may coincide with a holiday, weekend, or vacation.

35 10.3.5 Unit members shall notify their immediate supervisor or his/her designee as far in
36 advance as possible of taking sick leave and in advance of returning to work after
37 sick leave. In no event shall the notification be less than one (1) hour prior to the start

1 of the workday or the return to work after sick leave except for the Transportation
2 Department where notification shall not be less than two (2) hours.

3 10.3.6 Unit members returning to work from sick leave after surgery or serious illness must
4 provide a doctor's release certifying medical permission to return to work.

5 10.3.7 When a unit member's employment terminates and more sick leave has been used
6 than earned, the amount used but not earned shall be deducted from the final pay
7 warrant.

8 10.3.8 When a unit member is absent from work because of illness or accident for a period
9 of five (5) months or less, the amount deducted from the salary due the employee for
10 any month in which the absence occurs shall not exceed the sum actually paid any
11 substitute employed to fill the position during the absence.

12 **10.4 Industrial Accident and Illness Leave**

13 10.4.1 Unit members who have completed six (6) months of continuous active District
14 service shall be eligible for leave of absence because of industrial accident or illness,
15 which the District's industrial accident insurance carrier considers valid claim.
16 Allowable leaves shall be for not more than sixty (60) service days in any one (1)
17 fiscal year for the same accident and shall commence the first day of absence.

18 10.4.2 Leaves of absence under this provision shall not be accumulated from year to year.
19 When the industrial accident or illness leave overlaps into the next fiscal year, the unit
20 member shall be entitled to only the amount of unused leave due him/her for the same
21 illness or injury.

22 10.4.3 Unit members shall be paid such portion of the salary due them for any month in which
23 absence occurs as, when added to the temporary disability indemnity under the
24 California Labor Code, will result in payment to them of not more than their full
25 salaries.

26 10.4.4 Leaves of absence applied for under this provision shall be reduced by one (1) day for
27 each day of authorized absence regardless of a temporary disability indemnity award
28 to the unit member.

29 10.4.5 Industrial illness and Accident Leave is to be used in lieu of sick leave. When
30 entitlement to Industrial Illness and Accident Leave has been exhausted, entitlement
31 to sick leave shall then be used. If a unit member is receiving a temporary disability
32 indemnity, the unit member shall be entitled to utilize only so much of his/her
33 accumulated sick leave and vacation leave which, when added to his/her temporary
34 disability indemnity, will result in a payment to him/her of no more than his/her
35 salary. During any paid leave of absence, the unit member shall endorse to the District
36 the temporary disability indemnity checks received on account of his/her industrial
37 accident or illness. The District in turn shall issue the appropriate salary warrants
38 for payment of salary and shall deduct normal retirement and authorize deductions.

39 10.4.6 Unless travel outside of California is authorized by the Governing Board, unit members
40 receiving benefits under the policy during the period of illness or injury shall remain

1 in the State of California.

2 10.4.7 The District shall require a written statement from a physician verifying a unit member's
3 absence under this leave and his/her ability to return to work.

4 **10.5 Personal Necessity Leave (PN) and Personally Compelling and/or Professionally**
5 **Compelling (PC) Leave**

6 10.5.1 Unit members may use a maximum of eight (8) days of accumulated sick leave in any
7 school year for Personal Necessity (PN) Leave (Items a-e below). Additional two (2)
8 days that may be used in each fiscal year for reasons which are personally compelling
9 and/or professionally compelling (PC). Advance notice is required for PN & PC except
10 in extraordinary circumstances, however, advance permission is not required for PC.

- 11 a. Death of a member of immediate family when additional leave is required beyond
12 that provided under Bereavement Leave.
- 13 b. Accident involving the person or property of the unit member or the person or
14 property of a member of the immediate family.
- 15 c. Appearance in any court or before any administrative tribunal as a litigant, party,
16 or witness under subpoena or any order made with jurisdiction.
- 17 d. Serious illness of a member of the immediate family which requires medical care
18 and the personal presence of the unit member.
- 19 e. In addition, to the above, an unavoidable circumstance (such as but not limited to,
20 death of a family member outside of the immediate family) that the unit member
21 cannot reasonably be expected to disregard and that necessitates his/her attention
22 during assigned hours of service.

23 10.5.2 Member of the immediate family shall be as defined in the Bereavement Leave
24 provision of this Agreement.

25 **10.6 Pregnancy Disability Leave**

26 A unit member may utilize accumulated sick leave for the purpose of a disability related to
27 pregnancy, miscarriage, childbirth, and the recovery wherefrom. The length of such leave, including
28 the date on which the leave shall commence and the date on which the leave, including the date on
29 which the leave shall commence and the date on which the unit member shall resume duties, shall
30 be determined by the unit member and the unit member's physician, provided that such verification
31 clearly demonstrates to the District that such leave is for disability and is not just for purposed of
32 childcare or any purpose other than pregnancy-related disability. Such pregnancy disability leave
33 with pay shall be granted and administered in the same manner as other temporary disability for
34 illness or injury.

35 **10.7 Child Care Leave**

36 10.7.1 Unit members may be granted parental childcare leave of up to three (3) months
37 for the purpose of preparing for a caring for a newly born or newly adopted child.

- 1 10.7.2 Such leave is without pay and benefits of any kind including, but not limited to,
2 any paid leaves.
- 3 10.7.3 Request for such leave must be made at least thirty (30) work days prior to the
4 requested beginning date.
- 5 10.7.4 The beginning date and duration of such leave shall be at the discretion of the
6 Governing Board upon the recommendation of the Superintendent.

7 **10.8 Family Care Leave**

8 To the extent required by State of Federal law, the District will provide to eligible employees unpaid
9 family care/medical leave.

10 **10.9 Other Leave Without Pay**

11 10.9.1 Unpaid leave may be approved at the discretion of the District for reasons not
12 specified under other leave provisions of the Agreement. Leaves up to ten (10)
13 working days may be approved by the Superintendent. Requests for leaves of greater
14 than ten (10) working days may be approved by the Governing Board.

15 10.9.2 Advance approval is required; requests are to be made in writing and submitted to
16 the District Office.

17 10.9.3 The cost of one (1) full day's pay shall be deducted for each such day of leave taken.

18 **10.10 Sick Leave/Earned-day Incentive**

19 Of the number of days of sick leave credited each year the balance remaining at the end of the year
20 shall be multiplied by a factor of .2 to award incentive days that will be credited toward No-Tell days.

21 When used as No-Tell days they will not be charged against sick leave or personal necessity leave
22 and will carry over to accumulate up to five No-Tell days. This earned incentive time shall be taken in
23 full hour increments.

24 Advance notice is required except in extraordinary circumstances so that the services of the District
25 will not be adversely impacted. Advance permission, however, is not required.

26 The EERC (established in Article 13) shall monitor savings or expense No-Tell incentive program.

27 **10.11 Procedures for Absence Request and Reporting**

28 The unit member shall complete and submit to the supervisor an Absence Affidavit (Appendix B).
29 in cases other than "Sick Leave" and sudden emergencies, absences must be requested and
30 approved in advance. In cases of sick leave and/or sudden emergencies, an Absence Affidavit shall
31 be completed and submitted to the supervisor the day the employee returns to work. In cases of
32 sick leave, unit members shall comply with the provision in Section 10.3.5 of this Article. In cases
33 of an emergency, the employee shall notify the immediate supervisor of the absence as soon as
34 possible and indicate the expected duration.

1 **10.12 Catastrophic Leave Bank**

2 It is the intent of CSEA and the Fall River Joint Unified School District to establish a catastrophic
3 leave bank in accordance with Education Code 44043 and 44043.5. Furthermore, it is agreed to by
4 the parties that a leave will not create financial hardship for the District while trying to meet the
5 needs of the applicant.

- 6 a. A unit member may request that the District establish a catastrophic leave bank on
7 his/her behalf through the Association. Verification of illness or injury shall be submitted
8 with the request. Unit member or their representative shall contact the Payroll and
9 Benefit Department in order to obtain the appropriate HIPPA Authorization Forms. Each
10 case will be dealt with on an individual basis.
- 11 b. The unit member will make such a request to the Association.
- 12 c. The Association President and Superintendent will confer and make recommendation
13 to the Board.
- 14 d. If approved by the School Board, the District Office shall send out a notice and donation
15 form, which contains a cut-off date.
- 16 e. Classified employees wishing to donate hours, complete and sign a form and return it
17 to the District Office by the cut-off date. Employees must retain one year's sick leave
18 credit in their personal sick leave bank in order to donate to the catastrophic sick leave
19 bank.
- 20 f. Once hours are donated, they are deducted from the donor and added to the recipients
21 allowance. This completes the transaction; the hours now belong to the recipient.
- 22 g. A unit member may make more than one request using the procedure as outlined
23 above.
- 24 h. To qualify for catastrophic bank help, employee must have exhausted all available leave
25 options; sick leave, disability, industrial, vacation, incentive and worker's comp. etc.
26 Employee may be granted catastrophic leave up to a maximum of 30 days per injury or
27 illness, contingent on available bank hours.
- 28 i. The purpose of a catastrophic leave bank is not to confer benefit beyond the period of
29 need. Therefore when the member returns to work the balance of catastrophic leave
30 will be placed in a District level catastrophic bank, which will be available the next time
31 a catastrophic leave bank is requested.

32 To the extent required by State and Federal law, the District will provide to eligible
33 employees unpaid family care/medical leave; it may run concurrently with paid leave.

34 **ARTICLE 11: TRANSFER AND CHANGE OF JOB TITLE/PROMOTION PROCEDURES**

35 **11.1 Definitions**

36 A transfer is defined as a change of job locations within job title.

37 A change in job title is defined as a change from one job to another as listed in Appendix A.

38 A vacancy is a budgeted position, which has no current employee in it.

1 **11.2 Procedures**

2 The District may fill vacancies with unit members subject only to the following procedures:

3 11.2.1 Copies of all unit member position postings shall be delivered to the Association
4 President. The District shall *then* post in each major work location vacancies in
5 the unit for a period of five (5) working days. Such posting shall include pertinent
6 information about the vacancy and the deadline for submitting requests for
7 consideration.

8 11.2.2 To prevent a "round-robin" series of job vacancy postings in the initial vacancy
9 announcement, the District is not required to post subsequent openings in the same
10 job title filled as a result of the initial vacancy announcement. The posting for the
11 initial vacancy shall notify unit members that subsequent vacancies may occur, and
12 subsequent vacancies will not be posted. The District may require the unit member
13 submit to the District Office a written request for the subsequent opening. The
14 District shall consider all such transfer requests for any actual vacancies, which may
15 occur.

16 **11.3 Transfers**

17 11.3.1 Employee-Initiated Transfer Requests.

18 Members of the unit may, at any time, submit to the District Office a written
19 request for a transfer within their current job title to another work location
20 within the District. The District shall consider all such transfer requests for any
21 actual vacancies, which may occur.

22 11.3.1.1 The District Office shall maintain a unit member initiated transfer file of all such
23 requests received. Such requests shall be considered as appropriate vacancies
24 occur.

25 11.3.1.2 The District shall inform all unit members submitting requests for consideration
26 for a transfer of the disposition of their request. If a unit member's request to fill
27 a transfer is not granted, the unit member shall be entitled to a meeting with the
28 Superintendent or designee to discuss the reasons that the request was not granted.

29 11.3.1.3 If a unit member requests transfer to a position, only a member who has received
30 satisfactory evaluations shall be considered for a transfer. If two (2) or more unit
31 members request a transfer, all things being equal, the unit member transferred
32 shall be the member with the most seniority with the District.

33 11.3.2 *District Initiated Transfers*

34 11.3.2.1 A notice of at least five (5) working days shall be provided a unit member of a
35 District-initiated transfer, which he/she had not requested.

36 11.3.2.2 Such unit member may request a meeting with the Superintendent or designee
37 to discuss the reasons for such transfer.

38 11.3.2.3 A unit member shall also be given an opportunity to be considered for other

1 transfer vacancies available at the time of the impending District-initiated
2 transfer.

3 11.3.2.4 Such transfers shall not be made for punitive or disciplinary purposes unless
4 the employee has been provided due process procedure rights.

5 11.3.2.5 The District-initiated transfers may be made for such reasons as, but not
6 limited to:

- 7 a. Opening or closing of a District facility or program.
- 8 b. Affirmative action (equal employment opportunity considerations).
- 9 c. Increase or decrease in the staff assigned to a facility or program.
- 10 d. Improvement in performance deficiencies cited in the affected unit
11 member's performance evaluation(s).
- 12 e. Improvement in interpersonal working relationships at the existing
13 worksite(s) of the affected unit member.

14 **11.4 Change of Job Title/Promotion**

15 The District and the Association recognize the need for an employee training program, which will
16 have as its focus preparing current employees for possible advancement within the District. In
17 order to accomplish this, the District and Association shall develop a peer training program, and
18 devise evaluation instruments based on job descriptions.

19 11.4.1 At the time the District posts the vacancy notice in Section 11.2 above, the District may
20 may solicit applications from non-unit members. The District may advertise the
21 vacancies in the local newspapers.

22 11.4.2 After the closing date for the receipt of the applications, an application screening
23 committee shall review the applications and separate unit member applications from
24 non-unit member applications. The application screening committee shall include the
25 Chapter President or designee and a District Administrator or designee. The
26 committee will recommend unit and non-unit member applicants to be considered for
27 interview.

28 11.4.3 If the application screening committee recommends a unit member or members
29 for an interview for a posted position, an interview panel shall interview all of the
30 recommended applicants, giving first consideration to unit members. First
31 consideration is defined as recommending unit members over non-unit members
32 if all qualifications are otherwise equal. The interview panel shall include up to two
33 (2) Chapter representatives designated by the Chapter President and up to three
34 (3) District designated representatives.

1 **ARTICLE 12: EMPLOYEE DISCIPLINE**

2 **12.1 Probationary Employee**

3 During the probationary period which is six (6) months, any employee shall be subject to
4 disciplinary action, including terminations, for any reason as determined by the District and
5 shall not have the right to a hearing or the right to file a grievance with respect thereto.
6 Upon completion of the probationary period, employees shall be subject to disciplinary action
7 for cause as prescribed herein.

8 **12.2 Permanent Employee**

9 The District has the right to take appropriate disciplinary action against employees, including, but
10 not limited to, oral or written reprimand, suspension with or without pay. Retention on the same
11 step of the salary schedule, transfer, demotion, and discharge.

12 For the purpose of this section, it is agreed and understood that the District will attempt to follow
13 the practices of "Progressive Discipline" whenever possible. The pattern of this discipline
14 procedure is from oral warning(s), written reprimand(s), and suspension(s), to the ultimate
15 penalty of discharge. It is understood and agreed that there are cases where the action is of such
16 a serious nature that suspension or discharge is justifiable even on the first offense.

17 The District has the right to place an employee on paid administrative leave pending the processing
18 of a disciplinary hearing.

19 **12.3 Cause for Disciplinary Action**

20 No disciplinary action shall be taken for any cause which arose prior to the unit member becoming
21 permanent nor for any cause which arose more than two (2) years preceding the date of the filing
22 of the Notice of Disciplinary Action unless such cause was concealed or not disclosed by such unit
23 member when it can be reasonably assumed that the unit member should have disclosed the
24 facts to the District. Causes for disciplinary action include, but are not limited to the following:

- 25 a. Failure or inability to perform duties and responsibilities assigned to a unit member position.
- 26 b. Insubordination (including, but not limited to, refusal to do assigned work or refusal to follow
27 directives of the principal or the unit member's supervisor.
- 28 c. Carelessness or negligence in the use of public property or equipment.
- 29 d. Discourteous, offensive, or abusive conduct or language toward employees, pupils, or the public.
- 30 e. Dishonesty.
- 31 f. Drinking alcoholic beverages on the job or reporting for work while under the influence of
32 intoxicating liquor.

- 1 g. Addition to the use of any drugs or narcotics or any drug or narcotic offense as defined in
2 Education Code Sections 44011 and 44009.
- 3 h. Conviction of any crime involving moral turpitude or conviction of a felony or of a misdemeanor
4 which is of such a nature as to adversely affect the unit member's ability to perform the duties
5 and responsibilities of the position. A plea of guilty or a conviction following a plea of nolo
6 Contendere is deemed to be a conviction within the meaning of this section.
- 7 i. Arrest or any violation for a sex offense as defined in Education Code Section 44010 and 44009.
- 8 j. Repeated and unexcused absence or tardiness.
- 9 k. Abuse of leave provisions.
- 10 l. Falsifying any information supplied to the District including, but not limited to, information
11 supplied on application forms, employment records, or any other office record.
- 12 m. Violation or refusal to obey rules or regulations of the District or laws of the State.
- 13 n. Abandonment of position. Abandonment of position shall be defined as two (2) days of
14 absence without notice to the District, except under extenuating circumstances as
15 determined by the Superintendent or designee, that prevent the employee from contacting
16 the district. Due process shall still apply. The employee will be placed on administrative leave
17 without pay until the completion of due process.
- 18 o. Advocacy of overthrow of federal, state, or local government by force, violence, or other
19 unlawful means or known membership in the Communist Party.
- 20 p. Failure to possess or keep in effect any license, certificate, or similar requirements specified
21 in the unit member's class specification or otherwise necessary for the unit member to perform
22 the duties of the position.
- 23 q. Refusal to take and subscribe to any oath or affirmation which is required by law in connection
24 with employment.
- 25 r. Physical or mental disability which precludes the unit member from the proper performance
26 of duties and responsibilities as determined by competent medical authority except as otherwise
27 provided by contract or by law regulating retirement of employees.
- 28 s. Sexual harassment.

29 **12.4 Preliminary Written Notice**

30 A permanent-status unit member shall receive a preliminary written notice of any proposed
31 disciplinary action. The written notice must contain a specific statement of charges or grounds
32 upon which the disciplinary action will be based.

33 The unit member shall have the right to respond either orally or in writing within five (5) business
34 days to the Superintendent or designee. The Superintendent or designee shall consider the unit
35 member's response and recommend within five (5) business days that the proposed disciplinary
36 action with will be taken or not taken.

1 **12.5 Notice of Demotion, Suspension, Reduction of Pay Step in Class, or Dismissal**

2 Any permanent-status unit member against whom disciplinary action is initiated by the District shall
3 be given written notice by the Superintendent or designee of the specific charges against him/her.
4 The notice shall contain a statement of the rights to a hearing on such charges. The time within
5 which such hearing may be requested shall not be less than five (5) business days after service of the
6 notice on the unit member and shall be accompanied by a form, the signing and filing of which with
7 the Superintendent or designee shall constitute a demand for a hearing and a denial of all charges.
8 Failure of the unit member to file a request for a hearing within the time specified shall constitute a
9 waiver of the unit member's right to a hearing.

10 **12.6 Conduct of Appeal Hearing**

- 11 a. Notice of Hearing: The Governing Board shall set the matter for hearing and shall give the unit
12 member at least five (5) business days notice in writing of the date and place of such hearing.
- 13 b. Rights of Unit Member: The unit member shall attend any hearing unless excused by the
14 Governing Board and shall be entitled to:
- 15 1. Be represented by counsel or any other person at such hearing
 - 16 2. Testify under oath.
 - 17 3. Compel the attendance of other employees of the District to testify on his/her behalf
18 to the extent allowed by law.
 - 19 4. Cross-examine all witnesses appearing against him/her and all employees of the
20 district whose actions are in question or who have investigated any of the matters
21 involved in the hearings and whose reports are offered in evidence before the Board.
 - 22 5. Present such affidavits, exhibits, and other evidence, as the Board deems pertinent
23 to the inquiry.
- 24 c. District Rights: The party attempting to substantiate the charges (the District) shall be
25 entitled to the same privileges as the unit member.
- 26 d. Evidence: The hearing shall be informal and need not be conducted according to technical
27 rules relating to evidence and witnesses. Oral evidence shall be taken only under oath or
28 affirmation.
- 29 e. Exclusion of Witnesses: The Board may, at its discretion, exclude witnesses not under
30 examination except the unit member and the party attempting to substantiate the charges
31 against the unit member and their respective counsel. When hearing testimony on
32 scandalous or indecent conduct, all persons not having a direct interest in the hearing may be
33 excluded.
- 34 f. Burden of Proof: The burden of proof shall be upon the District.
- 35 g. Findings and Decision: After completion of the hearing the Board shall issue a written decision on
36 the matter. Unless the decision provides otherwise, it shall be effective immediately. Notice

1 of the decision shall be mailed promptly to the unit member or his/her counsel or
2 representative. Except for the correction of clerical error, such decision shall be final and
3 conclusive subject to establish rights of judicial review.

4 h. Report of Hearings: Hearings may be conducted without a stenographic reporter or recording
5 machine unless the employee requests in writing, at least three (3) full business days before
6 the day set for the hearing, that such hearing be reported ore recorded and pays costs or fees
7 for such reporting or recording.

8 i. Transcripts of Hearings: Transcripts of hearings shall be furnished to any party to the hearing
9 on payment of the costs of preparing such transcripts. When transcripts are provided by the
10 employees of the District, the cost shall be determined by the employee in charge of business
11 affairs of the District.

12 j. Continuances: The Board may grant a continuance of any hearing upon such terms and
13 conditions as it may deem proper including, at its discretion, the condition that the employee
14 shall be deemed to have waived salary for the period of the continuance.

15 **ARTICLE 13: EMPLOYER-EMPLOYEE RELATION COMMITTEE**

16 The Association and the District will continue with methods of improving Association/District
17 Cooperation and involvement of Association representatives in matters of mutual concern.
18 Specifically, for the duration of this agreement, the parties agree to establish the following:

19 An Employer-Employee Relations Committee, comprised of the Superintendent, the President
20 of the Association, up to three (3) other representatives of each party, will meet monthly during
21 the school year. The purpose of this committee will be to discuss relationship problems and any
22 non-bargaining problems of mutual concern.

23 **ARTICLE 14: PROCEDURES FOR PROCESSING GRIEVANCES**

24 **14.1 Definitions**

25 14.1.1 A grievance is an allegation by a grievant that he/she has been adversely affected
26 by a violation, misapplication, or misinterpretation of the specific provisions of this
27 Agreement. Matters outside this Agreement are not within the scope of this
28 procedure.

29 14.1.2 A grievant is any employee covered by the terms of this Agreement or the
30 Association pursuant to the definition of a grievance in Section 13.1.1.

31 14.1.3 A day is any day in which the central administrative office of the District is open for
32 business.

33 14.1.4 The immediate supervisor is the lowest level administrator having immediate
34 jurisdiction over the grievant who has been designated by the District to adjust
35 grievances.

1 **14.2 Informal Level**

2 Before filing a formal written grievance, the grievant shall attempt to resolve the grievance by an
3 informal conference with his/her immediate supervisor.

4 **14.3 Formal Level**

5 14.3.1 Level I

6 Within thirty (30) days after the occurrence of the act or omission giving rise to the
7 the grievance, the grievant must present his/her grievance in writing on the
8 appropriate form to his/her immediate supervisor.

9 This statement shall be a clear, concise statement of grievance, the contract Article(s)
10 alleged to have been violated, the circumstances involved the decision rendered at
11 the informal conference, and the specific remedy sought.

12 The supervisor shall communicate his/her decision to the grievant in writing within
13 ten (10) days after receiving the grievance. If the supervisor does not respond within
14 the time limits, the grievant may appeal to the next level.

15 14.3.2 Level II

16 If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10)
17 days of receiving the decision, appeal the decision on the appropriate form to the
18 Superintendent or his designee.

19 This statement shall include a copy of the original grievance, the decisions rendered,
20 and a clear, concise statement of the reasons for the appeal.

21 The Superintendent or his designee shall communicate his/her decision to the grievant
22 within ten (10) days of receiving the appeal. If the Superintendent or designee does
23 not respond within the limits provided, the grievant may appeal to the next level.

24 14.3.3 Level III, Mediation

25 If the grievant is not satisfied with the decision at Level II, he/she may, by written
26 request to the Superintendent within ten (10) days of the decision at Level II, submit
27 the grievance to Mediation. The parties shall contact the California Mediation and
28 and Conciliation Service (CMCS) and request a mediator. As soon as practicable, the
29 mediator shall meet with the parties and attempt to mutually resolve the grievance.
30 During the pendency of such mediation, the time limits herein will be stayed.

31 14.3.4 Level IV, Advisory Arbitration'

32 If the grievant is not satisfied with the decision at Level III, he/she may, by written
33 request to the Superintendent within ten (10) days of the Level III decision, submit
34 the grievance to advisory arbitration.

35 The parties shall, by mutual agreement, select an arbitrator. If no agreement can be
36 reached within 5 (5) days of the above request, the parties shall request the CMCS to
37 supply a list of five (5) names of persons experienced in hearing grievances in public
38 schools. Each party shall alternately strike a name until the only one (1) name remains.

1 The order of striking shall be determined by lot.

2 In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a
3 recommended decision on the issue(s) submitted. If the parties cannot agree upon a
4 submission agreement, the arbitrator shall determine the issue(s) by referring to the
5 written grievance and the answers thereto at each step.

6 If any question arises regarding the arbitrability of a grievance, the arbitrator shall
7 make a determination on this issue prior to hearing the merits of the grievance.

8 After the hearing and after both parties have been given an opportunity to make
9 written arguments; the arbitrator shall submit the recommended findings to both
10 parties.

11 The arbitrator shall have no power to add to, subtract from, or modify the terms of
12 this Agreement, nor shall the arbitrator be empowered to render a decision on issue(s)
13 not before the arbitrator or on facts not supported by the evidence.

14 The fees and expenses of the arbitrator shall be borne equally by both parties.
15 However, in the even the recommendation of the arbitrator is not implemented by
16 the District (so long as the arbitrator did not exceed his/her authority as provided by
17 the provisions of this Article), the District shall bear the fees and expenses of the
18 arbitrator unless this provision is waived by mutual agreement of the District and the
19 Association.

20 Concerning transcripts, the cost shall be borne equally by the parties if the transcript
21 is requested by the arbitrator or both parties. If a copy of the transcript is requested
22 by only one (1) party, that party shall incur the expense. All other expenses shall be
23 borne by the party incurring them.

24 14.3.5 Level V

25 In the event that either party is not satisfied with the recommendation of the
26 arbitrator, he/she must appeal the decision in writing within ten (10) days of
27 issuance of the arbitrator's decision to the Board of Trustees.

28 The Board alone has the power to render a final and binding determination of a
29 grievance, subject to established right of judicial review.

30 14.4 General Provisions

31 14.4.1 Within the above time limits, either party may request a personal conference.

32 14.4.2 The Superintendent reserves the right to review and approve or modify the
33 the decision of the immediate supervisor prior to any final resolution of a
34 grievance.

35 14.4.3 The grievant must be present at all stages of the processing of a grievance.
36 However, the grievant may also have present one (1) Association representative
37 at all levels of the grievance process.

38 14.4.4 A decision rendered at any step in these procedure becomes final unless appealed
39 within the time limits specified.

1 14.4.5 Time limits given in these procedure may be modified by written agreement of the
2 parties involved.

3 14.4.6 If the same complaint or substantially the same complaint is made by more than one
4 (1) unit member, one grievance may be filed on their behalf. The names and
5 signatures of all aggrieved parties shall appear on all documents related to the
6 processing of the grievance. This provision may be waived by all parties concerned.

7 14.4.7 Any unit member may present grievances in accordance with this Article without
8 intervention of the Association as long as the adjustment is not inconsistent with
9 the terms of this Agreement. The District shall not agree to the final resolution of
10 the grievance until the Association has been provided a copy of the proposed
11 solution and has been given the opportunity to file a response. The District will
12 notify the Association President of all formal grievances filed.

13 **ARTICLE 15: SAFETY CONDITION OF EMPLOYMENT**

14 **15.1** It is the responsibility of each employee to report unsafe conditions to his/her immediate
15 supervisor. Such reports shall be in writing.

16 **15.2** The District shall prepare and post rules for employee safety and the prevention of
17 on-the-job accidents. Such rules shall provide regulations and precautions for the
18 safety of employees in the performance of their duties.

19 **ARTICLE 16: SAVINGS PROVISIONS**

20 a. If any provision of this Agreement is held contrary to law by a court having final jurisdiction,
21 such provision shall be deemed invalid to the extent required by such court decision.

22 b. In the event of suspension or invalidation of any Article of Section of this Agreement, the
23 parties agree to meet and negotiate within thirty (30) days after such determination for the
24 purpose of arriving at a mutually satisfactory replacement for such Article or Section.

25 c. All other provision of this Agreement shall continue in full force and effect.

26 **ARTICLE 17: EMERGENCY PROVISION**

27 The District retains its right to amend, modify, or rescind policies, regulations, and practices
28 referred to in this Agreement in cases of emergency and only for their duration. For the
29 purposes of this Article, an emergency is defined as an act of God, war, or natural or man-made
30 disaster.

31 **ARTICLE 18: CONCERTED ACTIVITES**

32 **18.1** It is agreed and understood that there will be no strike, work, stoppage, slowdown,
33 illegal picketing, refusal or failure to fully and faithfully perform job functions and
34 responsibilities, or other interference with the operations of the District by the
35 association or by its officers, agents, or members during the term of this Agreement
36 including compliance with the request of other labor organizations to engage in such
37 activity.

1 **18.2** The Association recognizes the duty and obligation of its representatives to comply
2 with the provisions of this Agreement and to make every effort toward inducing all
3 unit members to do so. In the event of a strike, work stoppage, slowdown, or other
4 interference with the operations of the District by employees who are represented
5 by the Association, the Association agrees in good faith to take all necessary steps to
6 cause those unit members to cease such action.

7 **18.3** It is agreed and understood that any unit member violating this Article may be subject
8 to discipline up to and including termination by the District subject to due process
9 procedure rights.

10 **18.4** It is understood that in the event this Article is violated, the District shall be entitled to
11 withdraw any rights, privileges, or services provided for in this Agreement or in
12 district policy from any unit member and/or the Association violating this Article.

13 **ARTICLE 19: COMPLETION OF MEET AND NEGOTIATE**

14 Except as specifically provided for in Article 23 (Term), during the term of this Agreement,
15 the Association expressly waives and relinquishes the right to meet and negotiate on wages,
16 hours of employment, and terms and conditions of employment including, but not limited to,
17 reclassification and agrees that the District shall not be obligated to meet and negotiate with
18 respect to any subject or matter whether referred to or covered in this Agreement or not, even
19 though such subject or matters may not have been within the knowledge or contemplation of
20 either or both the District or the Association at the time they met and negotiated on the
21 execution of this Agreement, and even though such subjects or matters were proposed and
22 later withdrawn.

23 **ARTICLE 20: ASSOCIATION RIGHTS**

24 **20.1** Except as specifically provided for in this Agreement, Association business, discussion,
25 and activities shall be conducted by unit members and Association officials outside of
26 unit members' assigned work and in such a way which will not interfere with school
27 programs and/or duties of unit members and with the right of unit member to refrain
28 from listening or speaking with Association representatives. Prior to such contact with
29 unit members, Association representatives shall notify the Superintendent or designee
30 Regarding the specific time, place, and type of activity to be conducted.

31 **20.2** The Association may use District facilities when not otherwise in use for the purpose
32 of meetings concerned with the exercise of rights guaranteed by the Education
33 Employment Relations Act. District policies regulating the use of facilities must be
34 followed.

35 **20.3** The Association may use the school mailboxes and bulletin board spaces designated by
36 the District Superintendent subject to the following conditions:

37 a. All postings for bulletin board or items for school mailboxes must contain the date
38 of posting or distribution and the identification of the organization together with a
39 designated authorization by the Association President.

40 b. A copy of such postings or distributions must be delivered to the Superintendent or

1 designee at the same time as posting or distribution.

2 c. The Association shall not post or distribute information which is derogatory of or
3 defamatory to the District or its personnel.

4 **20.4** The Association will receive reasonable release time without loss of compensation
5 during the period of this Agreement for meeting and negotiating and for the processing
6 of grievances pursuant to the grievance procedure, Article 13, for unit members who are
7 designated by the Association President.

8 Released time for processing grievances is subject to the following conditions:

9 By no later than sixty (60) days following the signing of this Agreement, the Association
10 will designate in writing to the officers.

11 Twenty-four (24) hours prior to release from duties for grievance processing, the
12 designated representative informs his/her immediate supervisor in order that an
13 adequate substitute, if necessary, may be obtained.

14 That such released time may be used for representing a grievant in a conference with
15 management persons and may also include use of such time for matters such as
16 gathering information, interviewing witnesses, or preparing a presentation.

17 **20.5** The District shall provide the Association with a seniority list of classified employees
18 upon request of the Association each year of this Agreement. The District shall provide
19 the Association with an updated list within ten (10) work days of the service of lay-off
20 notices to unit members.

21 **20.6** The District shall duplicate five (5) copies of the ratified Agreement for the president of
22 of the Association for his/her distribution. The District shall also provide an office copy
23 for each school in the District. The Association, within thirty (30) days of ratification of
24 this Agreement, may request additional copies for which it shall reimburse the District
25 at fifty (50) cents per copy.

26 **ARTICLE 21: LAYOFF AND RE-EMPLOYMENT**

27 The District reserves its rights to lay off employees for lack of work or lack of funds subject
28 only to the procedural requirements specified herein. This provision shall not be construed
29 as giving the District the right to reduce the hours of employment of unit members except
30 by the application of the provisions of this Article. Any other proposed reduction of hours of
31 employment of unit members shall be the subject of meeting and negotiating between the
32 parties of this Agreement.

33 **21.1 Definitions**

34 Classification is defined as a particular employment position, as listed in Appendix A.

35 Class is defined as a group of classification with a job occupational family, which have
36 common characteristics.

37 Length of Service is defined as date of hire in classification.

1 **21.2 Notice of Layoff**

2 The District shall provide unit members notice of layoff not less than thirty (30} days prior
3 to the effective date of the layoff and shall inform them of any displacement rights and
4 re-employment rights. Nothing herein provided shall preclude a layoff for lack of funds in
5 the event of an actual and existing financial inability to pay salaries of employees nor layoff
6 for lack of work resulting from causes not foreseeable or preventable by the Board of Trustees
7 without the notice required above.

8 Simultaneous with the notice to the unit member the District shall provide a copy to the
9 Association. Upon request of the Association within five (5) working days, the parties shall meet
10 and negotiate upon the specific impact of such layoff upon the bargaining unit members to the
11 extent that such matter is within the lawful scope of representation and is not specified within
12 the Agreement. It is agreed and understood that the District has the right to implement layoffs
13 pursuant to this Article even though the parties may not have concluded the above bargaining
14 concerning the impact of such layoffs.

15 **21.3 Order of Notice of Layoff**

16 The order of notice of layoff within the classification affected shall be determined by length
17 of service. The unit member, who has been employed the shortest time in the class, plus
18 classification(s) with a higher salary range, shall be notified of layoff first except as provided
19 herein.

20 Notwithstanding the above, it is agreed and understood that the District has the right to
21 discontinue a function or service performed by a particular position within a classification.

22 In the case of two (2) or more unit members having identical seniority, the seniority shall be
23 determined by lot.

24 **12.4 Options of Employees Notified of Layoff**

25 The District shall notify a unit member whose position has been eliminated that he/she must
26 elect one of the following within five (5) working days of receipt of notice. Except for options
27 (h) and (i), the following options are listed in priority order, and the unit member must select
28 the first applicable option. The unit member has the right to select options (h) and (i)
29 regardless of the availability of other options listed.

30 a. Select a vacant position in the same class, which is equal in pay and in number of hours
31 of employment.

32 b. Displace a less senior employee from a remaining position in the same class which is equal
33 in pay and in number of hours of employment.

34 c. Select in another class a vacant position in which the employee has previously served
35 satisfactorily, which has an equal amount of hours of employment and for which the
36 the employee possesses the required licenses or certificates.

37 d. Displace a less senior employee in another class from a remaining position in which the
38 employee has previously served satisfactorily, which has an equal number of hours of
39 employment, and for which the employee possesses the required licenses or certificates.

- 1 e. Select options (a) through (d) above but which have a greater number of hours of
2 employment.
- 3 f. Select options (a) through (b) above but which have a lower rate of pay.
- 4 g. Select options (a) through (d) above but which have fewer number of hours of employment.
- 5 h. Elect to be laid off.
- 6 i. Elect a service retirement as provided in Section 21.5

7 **21.5 Retirement in Lieu of Layoff**

8 Notwithstanding any other provision of law, any unit member who was subject to being or was,
9 in fact, laid off for lack of work or funds and who elected service retirement from the Public
10 Employees Retirement System shall be placed on an appropriate re-employment list. The
11 district shall notify the Board of Administration of the Public Employees Retirement System
12 of the fact that retirement was due to layoff for lack of work or funds. If the unit member is
13 subsequently subject to re-employment and accepts in writing, the appropriate vacant position,
14 the District shall maintain the vacancy until the Board of Administration of the Public Employees'
15 Retirement System has properly processed the request for reinstatement from retirement.

16 **21.6 Re-Employment Rights**

17 Re-employment shall be in the reverse order of layoff. Unit members who are laid off are
18 eligible for re-employment in their former class in any position with equal or lower pay for a
19 period of thirty-nine (39) months and shall be re-employed in preference to new applicants.
20 In addition, such unit members laid off shall have the right to apply for promotional positions
21 within the District during the thirty-nine (39) month period.

22 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu
23 of layoff shall be granted the same rights as unit members laid off and shall retain eligibility
24 to be considered for re-employment for an additional period of twenty-four (24) months,
25 provided that the same tests of fitness under which they qualified for appointment to the class
26 shall still apply.

27 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu
28 of layoff shall be, at the option of the unit member, returned to their former position or to such
29 a position with increased assigned time as vacancies become available, for a period of sixty-three
30 (63) months.

31 **21.7 Re-employment Offers**

32 Offers of re-employment shall be made either by personal service or via U.S. First Class Mail
33 addressed to the last known address and shall include the specific vacancy and hours being
34 offered, the rate of pay, level of benefits, a current job description, a mechanism for
35 acceptance or refusal of the offer of re-employment within the prescribed time limit, and a
36 place for the employee's signature. Failure to do so within ten (10) working days from the date
37 of personal service or of mailing of the offer of re-employment shall be deemed refusal of that
38 offer of re-employment. It is the responsibility of each employee on a re-employment list to
39 file with the District Office a current mailing address.

1 Refusal of two (2) offers of re-employment to the class from which laid off shall cause removal
2 from the list and the loss of any re-employment rights. However, declining an offer of
3 re-employment of fewer hours of employment held at the time of layoff shall not constitute
4 a refusal of employment.

5 Upon re-employment in the classification from which laid off, a unit member shall be placed on
6 the former step of the salary range. If re-employed in a lower-paid position, the unit member
7 shall be placed on the step of the salary range of the lower classification which is closest to the
8 wage rate of the classification from which laid off. Notwithstanding the provision of this
9 Agreement relative to step increases, the unit member shall be eligible for advancement to the
10 next step of the salary schedule on the first of the month twelve (12) calendar months after
11 re-employment less the months of paid service rendered after previous step advancement.

12 **21.8 Seniority Roster**

13 The District shall post a seniority list of unit members each year following sixty (60) days request
14 and advance notice by the Association.

15 **ARTICLE 22: Living Agreement**

16 The Association and the Employer agree that the creation and maintenance of a positive
17 employer-employee relationship is of importance to both parties. To that end, the Association and
18 the Employer agree to meet, negotiate, and problem-solve disputes, using the Interest Based
19 Process, that arise from the workplace and/or this Agreement during the term and in accord with
20 the Article on Negotiation Procedures and Term of Agreement.

21 **ARTICLE 23: Term of Agreement**

22 **23.1 Duration**

23 This Agreement shall continue in full force and effect from November 1, 2020 through
24 October 31, 2023 and thereafter shall continue from year to year unless written notice of change
25 or termination is given by either party prior to April 15.

26 The Association and Employer agree to reopen any article of this Agreement that adversely effects
27 the relationship between the parties.

28 **23.2 Negotiation Procedures**

29 The Association and the Employer agree that this Agreement may be reopened during the term
30 by either party, in conformance with Educational Employment Relations Act of 1975. The issue(s)
31 shall be presented in writing at a public meeting of the Governing Board. Thereafter, the parties
32 shall meet to negotiate and problem solve as soon as practical. Any negotiated issues shall be
33 put in writing and signed by representative of each party.

34 This Agreement constitutes the entire Agreement between the parties and concludes meeting and
35 negotiating on any subject, whether included in this Agreement or not, for the term of this
36 Agreement. This does not preclude the possibility of further meeting and negotiating when both
37 parties agree that such sessions are necessary and/or useful.

1. A unit member who is temporarily assigned by the District to perform the duties and responsibilities of a position of a higher classification for a period of time, which exceeds five (5) working days within a fifteen-calendar-day (15) period shall receive the rate of pay of the higher classification for the entire period of time of such temporary assignment. A unit member so assigned shall be placed on the step of the salary range in the higher classification which is next above the step of the range of the unit member's regular classification.
2. Dual Salary Schedule Placement
 - a. The District may employ and/or schedule a unit member to hours of work per day in more than one (1) position classification. Said unit member shall receive compensation in accordance with the hours assigned in each position's range and step placement.
 - b. Any unit member employed under dual scheduling prior to December 6, 1982 shall maintain the higher salary of the positions to which he/she is assigned on the salary schedule.
3. Effective January 2, 2005 and every year thereafter, all eligible employees shall be advanced one (1) step on July 1 until the maximum step is attained. Longevity increments to be added on July 1.
4. A unit member who is promoted to a classification in a higher salary range shall be placed on the step of the new range that provides them a salary increase and shall be advanced one step on July 1. Thereafter, step advancement shall be at one (1) calendar year intervals until the maximum step is attained.
5. Paraprofessionals with a Teacher Assistance License from an accredited Institution, may be used for teacher coverage within the Special Education Program at assigned school site at the rate of \$20.00 per hour for the first hour or any portion thereof. This rate will be prorated after the first hour.

FALL RIVER JOINT UNIFIED SCHOOL DISTRICT

CLASSIFIED SALARY SCHEDULE - 2022/2023

	Range	1	2	3	4	5	6	7
1	Cafeteria Worker	\$16.00	\$16.98	\$ 17.51	\$ 18.34	\$ 19.20	\$ 20.10	\$ 21.05
	Cafeteria Clerk							
	Clerk Tvoist							
	Elem. Library Clerk							
2	Paraprofessional	\$ 16.98	\$ 17.51	\$ 18.34	\$ 19.20	\$ 20.10	\$21.05	S 22.06
	Workabilitv Job Suoervisor							
	Health Clerk							
3	Senior Clerk	\$ 17.51	\$ 18.34	\$ 19.20	\$ 20.10	\$ 21.05	\$ 22.06	\$ 23.12
	Custodian							
	Libraru Guidance Tech							
4	Technology Paraorofessional	\$ 18.34	\$ 19.20	\$ 20.10	\$ 21.05	\$ 22.06	\$ 23.12	\$ 24.23
	Behavior Management Para							
5	Lead Custodian	\$ 19.20	\$ 20.10	\$ 21.05	\$ 22.06	\$ 23.12	\$ 24.23	S 25.38
	Maintenance Worker							
	Cook/Manaaer							
	Grounds Worker							
6	Bus Driver	\$ 20.10	\$ 21.05	\$ 22.06	\$ 23.12	\$ 24.23	\$ 25.38	\$ 26.61
	Secretarv							
	Health Attendant Para							
	Intensive Behavior Interventionist							
	Sign Language Interpreter							
	Translator							
7	Bus Driver/Lube Mechanic	\$ 22.06	\$ 23.12	\$ 24.23	\$ 25.38	\$ 26.61	\$ 27.88	S 29.22
	Bus Driver-Dispatcher							
8	Mechanic	\$ 24.23	\$ 25.38	\$ 26.61	\$ 27.88	\$ 29.22	\$30.63	S 32.13
	Skilled Maintenance Worker							
	Bus Driver Trainer							
9	Maintenance Foreman	\$ 25.38	\$ 26.61	\$ 27.88	\$ 29.22	\$ 30.63	\$ 32.13	S 33.67
	Master Mechanic							
	Technology Support Assistant							
10		\$ 26.61	\$ 27.88	\$ 29.22	\$ 30.63	\$ 32.13	\$ 33.67	\$ 35.28

Salary Schedule Time Base is Hourly

- At the beginning of the 10th year of District service an additional 2.5% shall be added to the employees current hourly rate.
- At the beginning of the 15th year of District service an additional 2.5% shall be added to the employees current hourly rate.
- At the beginning of the 20th year of District service an additional 2.5% shall be added to the employees current hourly rate.
- At the beginning of the 25th year of District service an additional 2.5% shall be added to the employees current hourly rate.
- At the beginning of the 30th year of District service an additional 2.5% shall be added to the employees current hourly rate.

Stipends - Annually	
*AA Degree	\$300
*BNBS Degree	\$550
*Masters	\$990

**Yard Duty Aide Position = Current Minimum Wage

Insurance Cap= \$11,795

Board Approved - March 8, 2023

**APPENDIX "B" ABSENCE AFFIDAVIT
FALL RIVER JOINT UNIFIED SCHOOL DISTRICT
ABSENCE AFFIDAVIT**

This request form must be completed in a timely manner in accordance with the Contract. All absences must be approved by the immediate supervisor.

SITE: _____

NAME: _____ DATE: _____

DATE(S) OF ABSENCE: _____

LENGTH OF ABSENCE : _____

CITE SPECIFIC CONTRACT ARTICLE AND SECTION: _____

REASON FOR REQUEST: _____

SIGNATURE OF EMPLOYEE: _____

TO BE COMPLETED BY SUPERVISOR

TYPE OF LEAVE: _____

SPECIFIC ARTICLE AND SECTION OF CONTRACT THAT APPLY:

FRTA: _____

CSEA: _____

PAY STATUS: _____

APPROVED: _____

DENIED: _____

SIGNATURE OF SUPERVISOR: _____

APPENDIX "C" Grievance Forms

Level 1:

Level 2:

Level 3: Mediation

Level 4: Advisory Arbitrator

Level 5: Board of Trustees

**Fall River Joint Unified School District
Classified Grievance Form Level 1**

Employee(s) Name: _____

Employee(s) Job Title: _____

Work Location: _____

Submission of Grievance: All portions of this section must be completed by the grievant.

Specific contract violation alleged (cite article and section): _____

State of Grievant (additional sheets may be attached): _____

Was this discussed in an informal conference? Yes__ No __

Remedy requested: _____

Signature(s) of Named Grievant(s): _____

Date: _____

Upon completion of this section, grievant(s) shall present the original to his/her immediate supervisor. A copy should be retained by the grievant(s).

Immediate Supervisor's Response (additional sheets by be attached):

Date: _____

Signature: _____

Upon completion of this section, the immediate supervisor shall retain the original and present one copy to the grievant, forward a copy to the Superintendent, and forward a copy to the Association.

Fall River Joint Unified School District
Classified Grievance Form Level 2

Employee(s) Name: _____

Employee(s) Job Title: _____

Work Location: _____

Appeal to Superintendent/Designee: All portions of this section must be completed by the grievant. A copy of completed Grievance Form - Level 1 must be attached.

Article alleged to have been violated and remedy sought is as stated in Level 1.

Reason for appeal (additional sheets may be attached): _____

Signature(s) of Named Grievant(s): _____

Date: _____

Upon completion of this section, grievant(s) shall present the original to his/her immediate supervisor. A copy should be retained by the grievant(s).

Response of Superintendent/Designee (additional sheets by be attached):

Date: _ _ _ _ _

Signature: _____

Upon completion of this section, the immediate supervisor shall retain the original and present one copy to the grievant, forward a copy to the Superintendent, and forward a copy to the Association.

Fall River Joint Unified School District
Classified Grievance Form Level 3
Mediation

Employee(s) Name: _____

Employee(s) Job Title: _____

Work Location: _____

Request for Mediation: This section must be completed by the grievant. A copy of completed grievance forms, Levels 1 and 2, must be attached.

I hereby request that a Mediator be secured to consider the grievance outlines on the attachment: _____

Signature(s) of Named Grievant(s): _____

Date: _____

NOTE: The grievant must secure approval from the Association before a "Level 3" procedure can be processed.

Date: _____ Signature of Association Official: _____

Upon completion of this section, the immediate supervisor shall retain the original and present one copy to the grievant, forward a copy to the Superintendent, and forward a copy to the Association.

Fall River Joint Unified School District
Classified Grievance Form Level 4
Advisory Arbitration

Employee(s) Name: _____

Employee(s) Job Title: _____

Work Location: _____

Request for Arbitration: This section must be completed by the grievant. A copy of completed grievance forms, Levels 1 and 2, and 3, must be attached.

I hereby request that an Arbitrator be secured to consider the grievance outlines on the attachment: _____

Signature(s) of Named Grievant(s): _____

Date: _____

NOTE: The grievant must secure approval from the Association before a "Level 3" procedure can be processed.

Date: _____

Signature of Association Official: _____

Upon completion of this section grievant(s) shall present the original, with all attachments, to the Superintendent. A copy should be presented to the immediate supervisor and to the Association. A copy should be retained by grievant(s).

Fall River Joint Unified School District
Classified Grievance Form Level 5
Board of Trustees

Employee(s) Name: _____

Employee(s) Job Title: _____

Work Location: _____

Appeal by Grievant to the Board of Trustees: This section must be completed by the grievant. A copy of completed grievance forms, Levels 1, 2, 3, and 4 must be attached.

I hereby request that the grievance outlined in the attachments be reviewed by the Board of Trustees for the following reasons (additional sheets may be attached) :

Date: _____

Signature of Association Official: _____

Upon completion of this section grievant(s) shall send the original to the Clerk of the Board, forward one copy to the Superintendent, forward one copy to the immediate supervisor, forward one copy to the Association, and the grievant(s) should retain a copy.

APPENDIX "D" Side Letter

- The District has seen a reduction in various CSEA positions due to budgetary reasons
- In order to maintain the services of the district, it is agreed to adopt a team approach
- It is understood that there will not be enough personnel to perform all the usual CSEA duties
- It is further understood, due to this staff reduction, that the level of classified work will not be maintained at the previous level of quality and employees shall not be subject to negative personnel evaluations as a result of this decrease.

CLASSIFIED COLLECTIVE BARGAINING AGREEMENT

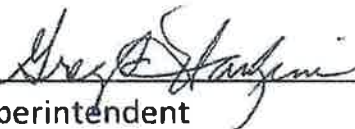
This Agreement between the Fall River Joint Unified School District (Board) and Chapter #191, California School Employees Association (CSEA), entered into, contains all amendments, modifications, additions, and/or changes to the contract:

FALL RIVER JOINT UNIFIED
SCHOOL DISTRICT

CHAPTER #191 CALIFORNIA
SCHOOL EMPLOYEES ASSOCIATION

Date: 03/05/2024

Date: 03/05/2024



Superintendent



President and Chief Negotiator



CSEA Exclusive Representative

Signature Page

FALL RIVER JOINT UNIFIED SCHOOL DISTRICT

2024-2025

Students to start August 19, 2024 and end June 6, 2025

2024-2025 CALENDAR

July 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	28	30	31			

Quarters	Trimesters
Oct 18 (42)	Nov 17 (61)
Dec 20 (39)	March 7 (63)
March 21 (53)	June 6 (56)
June 6 (46)	

Q = Quarter TRI = Trimester
SEM = Semester

August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	I	I	I	17
18	M	M	21	22	M	24
25	26	27	M	R	H	31
						8

September 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	H	3	4	5	M	7
8	9	10	11	12	M	14
15	16	17	18	19	M	21
22	23	24	25	26	M	28
29	30					
						20

October 2024						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	M	5
6	7	8	9	10	M	12
13	14	15	16	17	Q	19
20	21	22	23	24	M	26
27	28	29	30	31		
						23

November 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					M	2
3	4	5	6	7	M	9
10	H	12	13	14	TRI	16
17	18	19	20	21	M	23
24	25	26	27	H	H	30
						15

December 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	M	7
8	9	10	11	12	M	14
15	16	17	18	19	SEM	21
22	R	H	H	R	R	28
29	R	H				
						15

January 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			H	R	R	4
5	6	7	8	9	M	11
12	13	14	15	16	M	18
19	H	21	22	23	M	25
26	27	28	29	30	M	
						19

February 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	M	8
9	10	11	12	13	M	15
16	H	18	19	20	M	22
23	24	25	26	27	M	
						19

March 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	TRI	8
9	10	11	12	13	M	15
16	17	18	19	20	Q	22
23	R	R	R	R	R	29
30	31					
						16

April 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	M	5
6	7	8	9	10	M	12
13	14	15	16	17	S	19
20	H	22	23	24	M	26
27	28	29	30			
						20

May 2025						
Su	Mo	Tu	We	Th	Fr	Sa
				1	M	3
4	5	6	7	8	M	10
11	12	13	14	15	M	17
18	19	20	21	22	S	24
25	H	27	28	29	M	31
						20

June 2025						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	M	M	M	7
8	9	10	11	12	13	14
15	16	17	18	19	H	21
22	23	24	25	26	27	28
29	30					
						5

Q = Quarter
S = Semester
T = Trimester

Holidays	H	Local Recess	R
July 4	Independence Day	Fair Recess	Aug 29
Aug 30	Lincoln's Birthday	Fall Break	Nov 25-27
Sept 2	Labor Day	Winter Break	Dec 23 & 26, 27
Nov 11	Veteran's Day (Observed)		Dec 30
Nov 28-29	Thanksgiving		Jan 2-3
Dec 24	Christmas Eve	Spring Break	March 24-28
Dec 25	Christmas Day		
Dec 31	New Year's Eve	Staff Development	I
Jan 1	New Year's Day	August 14-16	
Jan 20	Martin Luther King Jr.	Minimum Days	M
Feb 17	President's Day	August 19-20	
April 21	Admission's Day	August 28	
May 26	Memorial Day	June 4-5	
June 20	Juneteenth	All Fridays	
Easter is April 20		Snow Days	S
Elementary Only: Conferences TBA		April 18 (If needed)	
* Individual schools may add additional minimum days with parent notification, i.e. SBAC testing		May 23 (If needed)	

Board Approved: