

**MASTER AGREEMENT**

**BETWEEN**

**TRACY UNIFIED SCHOOL DISTRICT**

**AND**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**2018-2019**

**2019-2020**

**2020-2021**

Contract reflects TA's and CSEA ratification on February 7, 2019; Board approved: February 26, 2019 for the following Articles: Article VII, Article VIII, Article X, Article XI, Article XIII, Article XXXIII, Article XXXIX, and Article XLIV.



CONTRACT BETWEEN  
TRACY UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
TRACY CHAPTER #98

July 1, 2018 – June 30, 2021

C.S.E.A. NEGOTIATING TEAM

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DISTRICT NEGOTIATING TEAM

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## **PREAMBLE**

This Agreement is made and entered into this 7<sup>th</sup> day of February, 2019 between the Tracy Unified School District (hereinafter referred to as "District") and the California School Employees Association and its Tracy Chapter #98 (hereinafter referred to as "Association").

## **ARTICLE I RECOGNITION**

- 1.1 The District confirms its recognition of the Association and its Chapter #98 as the exclusive representative for all classified employees with the exception of ITV Monitors, Child Care Assistants, Secretaries to the Principals, substitute employees, confidential, management and all short term employees who serve less than 75% of the year. All employees not covered by the exclusive representation of Chapter #98 shall not be eligible for provisions and benefits provided within this Master Agreement.
- 1.2 All newly created positions, except those that lawfully are certificated, management, confidential or supervisory shall be assigned to the bargaining unit. The determination of management, confidential, or supervisory employees shall be made by mutual agreement between the District and CSEA. Disputed cases shall be submitted to the PERB for resolution.

## **ARTICLE II DISCRIMINATION**

- 2.1 Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the lawful exercise of the right to engage or not engage in CSEA activity.
- 2.2 References in this contract to masculine gender shall also apply to feminine gender.

## **ARTICLE III DISTRICT RIGHTS AND POWERS**

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law. Included in, but not limited to, those duties and powers, are the exclusive right to: determine its organization; direct the work of its employees; determine the hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue.
- 3.2 The District shall not contract out work except as permitted by law.
- 3.3 The District may use volunteer, non-paid workers, students enrolled in a work-study program or persons whose salaries are paid with funds made available through public



employment programs so long as such use does not displace the work of regular bargaining unit positions.

- 3.4 The parties recognize the desire by individuals, student groups and/or community groups to offer their donation of work in an effort to improve the appearance of school facilities.

The District may participate in public service programs sponsored by local, state and federal agencies, including programs charged with performing incidental or cosmetic type work in an effort to improve the appearance of school facilities.

Donated work of individuals, student groups, community groups and public service programs shall not result in layoff or reduction of unit members or positions. Donated work will not be used to supplant regular work normally or customarily performed by unit members.

All donated work shall require formal district review and approval, including any required plans, permits, inspections and supervision.

The District shall notify CSEA in writing of all such agreements a minimum of ten (10) working days prior to the implementation of the work.

CSEA shall have the right to meet with the District to examine concerns CSEA may have regarding the donation of work.

At the end of each quarter (three months) the CSEA President shall receive a report of the volunteer work which has been performed in the District.

- 3.5 In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District, the adoption or rescinding of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the specific and express terms of the agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 3.6 The District reserves the right to obtain documentation that adequately supports any leave request.

#### **ARTICLE IV**

#### **CONCERTED ACTIVITIES**

- 4.1 It is agreed and understood that there will be no strike, work stoppage, slow down or other interference with operations of the District by the Association or by its officers, agents or members during the term of this agreement.
- 4.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward encouraging all employees to do so. In the event of a strike, work stoppage, slow down or other interference with the operations of the District by employees who are represented by the Association, the Association agrees to advise and direct those employees to cease such action. It is

agreed and understood that any employee violating this section may be subject to discipline or discharge by the District.

- 4.3 It is understood that the District shall be entitled to withdraw any privileges or services provided in this agreement or in District Policy of an employee or employee organization that violates this agreement.

## **ARTICLE V**

### **ASSOCIATION OBLIGATIONS, PRIVILEGES AND RIGHTS**

- 5.1 The Association shall file with the District within thirty (30) days after adoption of the agreement by the parties the following information:
- A. Name, mailing address and telephone number of the Association;
  - B. Name, and mailing address of the state organization with which the Association is affiliated;
  - C. Name, mailing address and telephone number of the officers and job stewards authorized to represent the Association.
- 5.2 In January of each school year, or more frequently if the District so requests in writing, the Association shall review the information on file with the Districts pursuant to this Article and shall notify the Superintendent of any changes, additions, deletions or alterations necessary to insure that such information is current and correct.
- 5.3 All written correspondence or inquiries from the Association to the District shall be directed to the Associate Superintendent for Human Resources. All such correspondence or inquiries from the District to the Association shall be directed to the Association's President. A copy of all such correspondence and inquiries pertaining to the collective bargaining process shall also be delivered to those persons designated by the Association and the District as their respective representatives, (which shall be no more than five (5) persons for each party) in the collective bargaining process.
- 5.4 Association communications may be posted on bulletin boards or other appropriate spaces approved by the school principal or the Associate Superintendent for Human Resources for Association use. A bulletin board, a portion of a bulletin board, or other appropriate space shall be designated exclusively for Association use at each school site frequented by Association members. The CSEA Chapter #98 president and/or his or her executive board designee shall be responsible for the contents of all Association communications. The CSEA Chapter #98 president and/or his or her executive board designee shall authorize selected members to be responsible for the posting of such communications.

All notices posted shall be authenticated by the Association by using Association letterhead, logo, signature of an authorized representative or other appropriate means. All such material shall be shown to the school principal prior to posting or, in the alternative, a copy shall be delivered to the school principal or, if he/she is unavailable, to his/her office. No member of the Association shall request any member of the administration or certificated staff to assume any responsibility for the preparation, posting or distribution of material for the Association.

- 5.5 Association literature, if it bears the name of the Association, may be distributed through the District's mail distribution system or by other electronic means to members of the Bargaining Unit. The CSEA Chapter #98 president and/or his or her executive board designee shall be responsible for the contents of all Association communications. The CSEA Chapter #98 president and/or his or her executive board designee shall authorize selected members to be responsible for the posting of such communications. With the exception of materials placed in a sealed envelope, a copy of each item shall be furnished to the Associate Superintendent for Human Resources prior to the time of distribution, or, if he is unavailable, to his office. All electronic communications will conform to District Policy BP 4040.
- 5.6 In accordance with District policy related to facility use, the Association may use school facilities for functions. A Facilities Use Request Form shall be filled out and approved in advance.
- 5.7 It is understood that job stewards of the Association shall not interfere with or interrupt employees during the normal work day and at times when employees are performing their duties without the prior authorization of the employee's immediate supervisor.
- 5.8 Upon request, the District shall provide the Association with a copy of the Tracy Unified School District's Directory when it is printed. The Directory shall contain the names of the Association officers and negotiating team members, the Association's Office address and telephone number. Provided such information is received by the District sufficiently in advance of the publication of subsequent editions of the Directory, the above information shall be updated without cost to the Association.
- 5.9 The District shall provide to the Association five (5) copies of the complete public agenda of the governing boards of the District including any items sent under separate cover (except confidential items) prior to each scheduled board meeting, at no cost to the Association.
- 5.10 The District will pick up the cost of printing one contract for each CSEA unit member.
- 5.11 The District shall provide to new employees the appropriate forms and informational materials related to employee rights and benefits of CSEA membership (provided by CSEA to the District) for enrollment in CSEA as part of their new employee orientation. Once completed, within 15 business days, the District shall forward the forms to CSEA to assist the president or his/her designee in contacting new employees.

## **ARTICLE VI**

### **ORGANIZATIONAL SECURITY**

- 6.1 The parties of this Agreement acknowledge that CSEA has notified the Tracy Unified School District to implement the provisions of Government Code Section 3546(a), requiring as a condition of employment, the deduction of CSEA dues or fair share fee from the wages or salary of every bargaining unit member. This agreement requires an employee as a condition of continued employment to either join the Association or pay the

Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.

- 6.2 The Association shall have the sole and exclusive right to payroll deduction of regular membership dues and agency shop service fee payers.
- 6.3 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 6.4 Any new unit members shall within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association, or pay to the Association a service fee. There shall be no charge to the Association for such mandatory agency fee deductions.
- 6.5 The Association has the sole right to verify that a worker qualifies for a religious exemption from the obligation to pay fees. Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support the California School Employees Association (CSEA) except that such Unit Member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
  1. Boys and Girls Club
  2. High School Scholarship of his/her choice
  3. McHenry House
- 6.6 Any unit member making payments as set forth in section 6.5, and who requests that the grievance arbitration provisions of this agreement, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 6.7 With respect to all sums deducted by the District, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association, accompanied by an alphabetical list of unit members for who such deductions have been made, categorizing them as to membership or service fee status in the Association, and indicating any changes in personnel from the list previously furnished. Also, Government Code section 3546(f) requires employers to provide the exclusive representative with employees' home addresses so that the union can send out required legal notices.
- 6.8 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 6.9 Association agrees to reimburse the employer, its officers and agents for reasonable Attorney's fees and legal costs incurred after notice to Association in defending against any court or administrative action challenging the legality of the organizational security provision of the Agreement or the implementation thereof.
- 6.10 Association agrees to reimburse the employer, its officers or agent for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of this Agreement or the

implementation thereof provided the employer has complied with the terms of this Article and has promptly notified Association of its awareness of such action.

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

6.12 Hold Harmless: CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other actions arising from the organizational security.

## **ARTICLE VII**

### **JOB STEWARDS AND SITE REPRESENTATIVES**

7.1 CSEA shall designate job stewards. CSEA may designate site representatives at each site.

7.2 Job stewards shall have the authority to file notice and take action on behalf of identified bargaining unit employees with their consent relative to rights afforded under this agreement.

7.3 With prior approval of his/her immediate supervisor, a job steward shall be permitted to leave his normal work area for such time as is necessary to appear on behalf of an employee in the bargaining unit at any meeting or hearing with District officials for a grievance or disciplinary action. If the meeting is scheduled at a time for which no CSEA representative is available, the meeting will be rescheduled to allow for representation.

7.4 If an adequate level of service cannot be maintained in the absence of a job steward any scheduled hearings or meetings shall be postponed until such time as the job steward will be available.

7.5 Site representatives will be responsible for distributing CSEA authorized communications at their site to all bargaining unit members. Site representatives are a vital communication link between bargaining unit members at the site to the Chapter leadership.

## **ARTICLE VIII**

### **PAY AND ALLOWANCES**

8.1 Rate of Pay:  
The salary schedules for classified employees for this year and subsequent years are set through the negotiations process and are defined in Appendix A.

8.2 Salaries:  
Except for delay beyond the control of the District, salaries for employees in the unit shall be paid once per month on or before the last weekday of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding weekday.

Except for delay beyond the control of the District, supplemental checks for employees in the unit shall be paid once per month on or before the 10th of the month. If the normal pay date falls on a holiday, the supplemental check shall be issued on the preceding weekday.

8.3 Payroll Errors:

Any payroll errors resulting in insufficient payment for an employee in the bargaining unit shall be corrected. A supplemental check may be issued within five (5) working days upon the request of the employee. Payroll errors resulting in an over payment to an employee shall be corrected on the following monthly salary warrant. Other repayment arrangements may be made when mutually agreeable to both the District and the employee.

8.4 Accrued Sick Leave and Vacation:

Once each year all employees in the bargaining unit shall be provided with notice of sick leave and vacation accrued as of the date of issue.

8.5 Temporary Change in Classification:

An employee may be temporarily assigned the duties of a higher or lower classification. When temporarily reclassifying a unit member, the District will consider factors that are included, but are not limited to, those listed in Article 12.4. The salary shall be effective on the first day of the change in assignment.

- A. In the case where the classification is a one (1) range difference, the employee shall receive the next higher dollar amount on the salary range. In the case where the classification is two (2) or more ranges, he shall receive no less than a 5% increase in current salary for that time.
- B. In those cases when the change is to a lower classification, the employee shall remain at his present step and range on the salary schedule.
- C. Employees may backfill in the same classification not to exceed 8 hours per day or 40 hours per week.
  - 1. The employee may volunteer to backfill within the same classification and shall be paid the current rate of pay for additional hours beyond their regular assignment.
  - 2. When an employee is required to work additional hours in the same classification they shall receive their current rate of pay for the additional hours worked.
- D. District is not obligated to offer additional hours which would place the employee in overtime status. Overtime shall be provided to employees at the sole discretion of the District.

8.6 Differential Pay

Employees who regularly perform fifty percent (50%) or more of their duties before 5:00 a.m. or after 5:00 p.m. shall be placed, for salary purposes, two (2) ranges above their established pay range. This section does not apply to Adult Education Aides. The Tracy Adult School Evening Secretary shall be placed, for salary purposes, two (2) ranges above her/his established pay range.

Employees who regularly perform fifty percent (50%) or more of their duties after 11:00 p.m. shall be placed, for salary purposes, four (4) ranges above their established pay range.

8.7 Salary Placement

Classified personnel permanently hired during the first half of the calendar year (January 1 to June 30) shall remain on the first step of the salary schedule until July 1 of the following calendar year.

Those permanently employed during the second half of the calendar year (July 1 to December 31) shall advance to the second step of the salary schedule on July 1 of the following calendar year.

Each employee shall advance one step July 1 every year thereafter until the maximum step has been reached.

8.8 Demotion and Reclassification

A classified employee who is demoted or whose position is reclassified to a lower range shall be placed in the lower range at an equal salary and shall progress to the maximum of the lower range. If the current salary of the employee is higher than the maximum of the lower range, the employee shall remain at the current salary until future increases bring the lower range high enough to allow progress on the new range.

8.9 Longevity Pay

For purposes of calculating longevity, classified personnel permanently hired during the first half of the calendar year (January 1 to June 30) shall receive one (1) year of service on July 1 of the following calendar year.

Those permanently employed during the second half of the calendar year (July 1 to December 31) shall receive one (1) year of service on July 1 of the following calendar year.

Each employee shall earn one year of service credit on July 1 every year thereafter.

- A. On July 1 of the year after which 9 years of service have been completed, and extending through June 30 of the fourteenth year of service, the employee shall receive longevity pay of 2 1/2% above the employee's established pay range.
- B. On July 1 of the year after which 14 years of service have been completed, and extending through June 30 of the nineteenth year of service, the employee shall receive an additional longevity pay of 2 1/2% above the employee's established pay range.
- C. On July 1 of the year after which 19 years of service have been completed, and extending through June 30 of the twenty-fourth year of service, the employee shall receive an additional longevity pay of 2 1/2% above the employee's established pay range.
- D. On July 1 of the year after which 24 years of service have been completed, and extending through June 30 of the twenty-ninth year of service, the employee shall receive an additional longevity pay of 2 1/2% above the employee's established pay range.
- E. On July 1 of the year after which 29 years of service have been completed, and thereafter, the employee shall receive an additional longevity pay of 2 1/2% above the employee's established pay range.

- F. On July 1 of the year after which 34 years of service have been completed, and thereafter, the employee shall receive an additional longevity pay of 2 ½% above the employee's established pay range, beginning July 1, 2013.

## **ARTICLE IX**

### **REIMBURSEMENTS**

#### **9.1 Uniforms:**

- A. The District shall provide designated permanent and probationary employees a distinctive uniform. The District shall provide a minimum of five (5) shirts or blouses per year for employees in the following work categories; transportation, custodial, food service, delivery, grounds, warehouse, maintenance, & security. A winter coat or jacket will be provided for employees based on their job duties and frequency of replacement shall be determined by the District. The District will make a determination of which employees are required to wear safety boots based on their workplace and assigned duties. If it is determined that an employee is required to wear safety boots, a pair of safety boots will be provided to the employee and frequency of replacement shall be determined by the District. Individuals who are employees for less than a full school year shall be provided five (5) shirts within the first month of employment. During the second year of employment, the individual shall be provided a number of shirts based on a pro-ratio of time employed in the first year.
- B. Arm patches and clip on picture I.D. will be furnished by the District and are a part of the designated uniform.
- C. Employees shall wear District provided uniforms on a daily basis. The uniform shall be clearly visible to identify the individual as a District employee.
- D. Damaged uniforms will be replaced in accordance with article XXX.1.
- E. While on duty, the employee must maintain a clean, neat and professional appearance. In addition, the employee must wear safe and appropriate attire.

#### **9.2 Expense Reimbursement**

- A. Physical Examinations: Whenever the District requires a physical examination to be taken by an employee in the unit, or when such employee is required by law to submit to a physical examination for continuance in employment, the District shall attempt to eliminate employee out of pocket expense by either providing the required examination, cause it to be provided, or provide the employee with reimbursement for the required examination. The District reserves the right to request any employee to submit to additional physical examinations. The District reserves the right to choose a state licensed physician or surgeon.
- B. Meals and Lodging: Any employee in the bargaining unit required and authorized by the District to travel outside the District, on District business, shall be reimbursed for meals and lodging in accordance with rules, regulations and



limitations established by the District. The employee will provide any necessary receipts required by the District prior to any expense reimbursement.

- C. Mileage: Employees in the bargaining unit required to use their vehicle on District business, upon prior approval of his immediate supervisor, shall be reimbursed at the rate established by the Board in the travel policy.

During an employee's normal workday/week, mileage will be calculated as follows:

1. If an employee departs from the work location, mileage will be calculated from the assigned work site.
2. If the employee departs from home, mileage will be calculated from the assigned worksite or the place of physical residence as listed in the personnel file, whichever is less.

If the event/activity is on a non-scheduled workday, mileage will be calculated from the employee's place of physical residence, listed in the personnel file, to and from the District-approved event/activity.

Employees in the bargaining unit who apply for and accept separate assignments at separate sites shall not be entitled to the mileage allowance to travel between work locations. Employees who apply for and accept an advertised position which requires the employee to travel to more than one site shall be entitled to the mileage allowance.

- D. Transportation employees shall be advanced sufficient cash to cover anticipated expenses for bridge tolls and parking. All other expenses shall be reimbursed through normal procedures.

## **ARTICLE X**

### **FRINGE BENEFITS**

- 10.1 A. The District shall provide a health benefit allowance of \$9732 per employee for all employees in the bargaining unit working eight (8) hours or more per day, 5 days per week. *(This increase goes into effect upon ratification by both parties and is not retroactive. The District and CSEA agree to reopen Fringe Benefits for addressing Opt Out with CVT for side letter purposes for the 2018-19 school year).*
- B. Income protection shall be provided to those employees who work 4 hours or more at District expense. Employees who work less than 4 hours per day may purchase Income Protection Benefits solely at their expense.
- C. Employees shall have the choice of electing which Health Plan to enroll in during the open enrollment period.
- 10.2 Classified employees in the bargaining unit whose work assignment is less than forty (40) hours, but at least twenty (20) hours shall be allotted a prorated share of the health benefit allowance and shall be permitted, upon application to the payroll office, to enroll in the

District's total health insurance plans by paying premium costs through a combination of the amount of the health benefit allowance plus an authorized payroll deduction. Enrollment in only a portion of the District's total health insurance programs shall not be permitted. The prorated share of the health benefit allowance shall not be available to employees who choose not to enroll in the District's health insurance plans or to retirees.

- 10.3 Individuals employed on or after July 1, 1984 will be subject to proration against eight (8) hours per day as full-time. Individuals receiving benefits before July 1, 1984 will be subject to proration against six (6) hours per day as full-time.
- 10.4 Employees returning from lay-off status shall be entitled to the same fringe benefit prorations as when they were laid-off. Such employees, upon returning to permanent employment, shall have thirty (30) days in which to request entitled benefits.
- 10.5 Fringe Benefit Study Committee: The District and the Association will continue to use the established committee to discuss and review fringe benefit issues.

## **ARTICLE XI**

### **HOURS AND OVERTIME**

- 11.1 Workweek and Workday: The normal workweek for employees in this unit shall consist of five (5) consecutive days, Monday through Friday, eight (8) hours per day and forty (40) hours per week. When mutually agreeable between affected employees, CSEA, and the District, some employees normal workweek may consist of four (4) consecutive days, ten (10) hours per day, and forty (40) hour week. The regular workday or workweek may be extended, however, on an overtime basis. The length of the workday shall be designated by the District for each classified position. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable number of hours. Nothing contained herein shall be deemed to bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours.
- 11.2 Reduction in Hours: The District shall give notice to CSEA regarding any reduction in hours.
- 11.3 Work Year: The District shall establish the normal work year for each bargaining unit employee after meeting and conferring with CSEA.
  - Calendar Year = 365 days from July 1 through June 30, except leap year (366 days)
  - Basic Days = 260 days (calendar year less weekends and variable non-work/non-paid days)
  - Variable Non-Work/Non-Paid Day(s) = Calendar year less weekends and basic days (normally varies between 0-3 days)
  - Work Days = 246 days (260 basic days less 14 paid holidays; does not include floating holiday)
  - Non-Work Day = Weekends and variable non-work/non-paid days

12-month bargaining unit employees shall be paid for 260 basic days per calendar year with 246 actual work days. Consistent with other articles in this Master Agreement, the

District reserves the right to determine the date(s) when the variable non-work/non-paid day(s) shall occur.

Pursuant to Article XXVI, Vacation Leave, the District shall establish variable non-paid/non-work days for each employee prior to requiring employees to submit vacation day requests. To the extent possible, it is the intent of this Article to have all 12-month bargaining unit employees assigned the same non-work/non-paid days. However, the parties recognize that some variation may be required to meet the needs of different departments. Therefore, to meet the critical needs of the District, the supervisor, with prior approval from the Assistant Superintendent of Human Resources or his/her designee, may determine an alternate variable non-work/non paid day(s).

No 12-month bargaining unit employee shall be allowed to work on a variable non-work/non-paid day, with the exception of an emergency, as defined in Article 11.12.A.

No 12-month bargaining unit employee shall be permitted to claim any type of leave on a variable non-work/non-paid day.

#### 11.4 Overtime:

- A. Each employee performing overtime shall be compensated in wages or granted compensatory time off at a rate of time and one-half the regular rate of pay of the employee designated and authorized to perform the overtime work. Overtime is defined to include any time worked in excess of eight (8) hours in any day or in any one shift, or in excess of forty (40) hours in any week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. For employees with a normal workweek consisting of four (4) consecutive days and ten (10) hours per day, overtime is defined to include any time worked in excess of ten (10) hours per day or forty (40) hours per week.
- B. A District manager/administrator may approve time off in lieu of cash compensation provided it does not impair the services of the District. Such time off shall be referred to as "compensatory time off." Such compensatory time off shall be taken within twelve (12) calendar months following the month in which the overtime was worked otherwise it will be paid in the next ensuing payroll period. The maximum accumulation of compensatory time off standing to an employee's credit at any time shall be forty (40) hours and overtime worked which would exceed such maximum, if credited to an employee at the time worked, shall be paid in cash.
- C. A request for cash payment of approved overtime shall be submitted to the District payroll office by the first working day after the 15<sup>th</sup> of the month in which the overtime was worked and shall be signed by the employee and supervisor who authorized the overtime.
- D. The manager may, within the number of hours of the normal workday and workweek (as defined in Article 11.1), and with the mutual agreement of the employee, authorize variations in the daily schedule of the employee provided it does not impair the services of the District.

- E. The manager will monitor compensatory time owed to each employee under his/her supervision. Each month the manager will determine the number of compensatory time hours owed to the employee. These hours are owed to the employee because they have not been used within twelve (12) months of the original date the compensatory time was incurred. These compensatory hours shall be converted to overtime hours and submitted to the District payroll office by the first working day following the 15<sup>th</sup> of the month which the compensatory time became owed.
  - F. For purposes of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off or other paid leave shall be considered as time worked by the employee.
  - G. Notwithstanding the provisions of Paragraph 1 of this Article, the workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Such employee shall be compensated for any work required to be performed on the sixth and seventh day following commencement of the workweek at a rate equal to 1-1/2 times the regular hourly rate of pay of the employee designated and authorized to perform the work. An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day following commencement of his workweek, be compensated at a rate equal to 1-1/2 times the regular rate of pay of the employee designated and authorized to perform the work.
- 11.5 Adjustment of Assigned Time: An employee in the unit who works a minimum of thirty (30) minutes per day in excess of his part-time assignment for a period of twenty (20) consecutive working days or more shall have his basic assignment changed temporarily for that period only to reflect the temporary longer hours in order to acquire health benefits and sick leave on a properly prorated basis. This provision does not preclude the District's right to return the employee so affected to the amount of assigned hours per day as provided in that employee's original part time assignment. However, an employee who works the longer hours for seventy-five (75) percent or more of a work year (75% = 195 days) shall have his/her basic assignment changed.
- 11.6 Lunch Periods: All employees covered by this agreement working five (5) or more hours per day, shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full time employees at or about the mid-point of each work shift consistent with the operational needs of the District. Lunch periods are considered to be advantageous to both the employee and the District and should not be substituted for "extra time worked beyond the regular daily or weekly schedule". Under unusual circumstances, exceptions to this may be approved in advance by the immediate supervisor.
- 11.7 Rest Periods:
- A. All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period and shall be at the rate of fifteen (15) minutes per four (4) hours assignment. After six (6) hours, employees shall be entitled to a second 15 minute rest period. For every additional four (4)

hours beyond eight (8) hours worked, the employee shall be entitled to an additional fifteen (15) minute rest period.

- B. Bargaining unit members shall not leave the site, or an appropriate adjacent area, at which they are assigned to be working at the time the authorized rest period occurs. Before taking a rest period, unit members shall secure their materials, supplies and equipment.
- C. Before leaving a work location for an authorized rest period and upon return from said break, an employee shall make a good faith effort to communicate with his/her immediate supervisor or a prescribed designee.
- D. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay of the employee.
- E. Rest periods may be scheduled and/or combined by a supervisor with the consent of the employee involved.
- F. Rest periods are considered to be advantageous to both the employee and the District and should not be substituted for "extra time worked beyond the regular daily or weekly schedule". Under unusual circumstances, exceptions to this may be approved in advance by the immediate supervisor.

11.8 Overtime-Equal Distribution: All overtime to be performed by bargaining unit employees shall be distributed and rotated as equally as is practicable within each department, site or kitchen. The District retains the right to remove a bargaining unit member from overtime work rotation based on his or her performance during overtime assignments.

11.9 Standby Time: The District may offer standby time. Standby time is defined as compensated time in addition to the normal workday or workweek, but substantially differs from normal work in that:

- 1. The employee is relatively free to engage in personal activities.
- 2. Participation is voluntary.
- 3. The employee on standby is compensated at the standby rate listed in Appendix A, unless required to respond to emergencies.
- 4. Once the employee is required to respond, the actual response time is governed by Article 11.10.
- 5. Once the employee is no longer on call back status (see Article 11.10), the employee's compensation will return to the standby rate.
- 6. Standby duty is assigned on a rotational basis.

Employees who are placed on standby status will be required to:

- 1. Respond in one hour to the Tracy Unified School District.
- 2. Remain fit to respond and perform duties as required.
- 3. Respond to all emergency calls in the District.
- 4. Maintain a list of emergency contacts.

11.10 Call Back Time: Call back status is defined as an employee's physical presence at a work site in response to one or more emergency events within a two (2) hour period of time after completion of his regular assignment. An employee responding to a call back to work will be compensated at the overtime rate for a minimum of two (2) hours. If the work exceeds two (2) hours, the employee will then be compensated at the overtime rate for actual hours worked.

11.11 Additional Hours/Extra Time/Stipends:

- A. Additional hour(s) which do not meet the criteria of overtime in Article XI (11.4.A Overtime) and are in the same classification assigned to an employee, will be paid at the employee's current hourly rate.
- B. CSEA unit members will be paid a stipend at the same per game night rate listed in Appendix D. For future school years, CSEA unit members will be paid a stipend at the same game night rate for services listed in the TEA Master Agreement that is in effect at the time extra services are provided.
- C. A CSEA unit member who accepts a facilities use assignment on New Year's Day, Christmas Day, Thanksgiving Day, Easter Day or July 4<sup>th</sup> shall be paid a stipend in addition to regular and/or overtime pay for each open-and-close as listed in Appendix D.

11.12 Right of Refusal:

- A. Any employee shall have the right to refuse overtime/extra time except in emergency situations. The existence of an emergency situation shall be determined by district supervisory or administrative personnel. For purposes of this article, the word "emergency" is defined as a temporary, unforeseen condition, which, without immediate action, would pose a threat to human life, health, safety or property.
- B. Notwithstanding the provisions contained in 11.11 A, parties agree that any individual employed as School Security Person on or after October 19, 1997, will be required to provide security at a reasonable number of night time activities as determined by the school principal or designee. However, employees who work in excess of eight (8) hours in any day or in excess of forty (40) hours in any week, will be paid overtime for providing security at night time activities.

11.13 Approved Appointments: Before leaving a work location for an authorized appointment and upon return from said appointment, an employee shall make a good faith effort to communicate with his immediate supervisor or a prescribed designee.

11.14 Transportation Department employees scheduled to make activity trips shall receive two (2) hours pay at their hourly rate or overtime rate, if applicable, if the trip is cancelled after the employee reports to work. Transportation Department employees are paid for the actual number of hours worked per day, including bus inspection and cleaning time.

**ARTICLE XII**  
**TRANSFERS AND PROMOTIONS**

- 12.1 Lateral Transfer: When a new position is created or an existing position becomes vacant, the District shall offer the opportunity to request a transfer to permanent bargaining unit employees serving in the same class in the District. (See Appendix B)
- A. All vacancies shall be posted by the District for not less than five (5) working days at all working locations prior to being filled.
  - B. Any employee in the bargaining unit, except for an employee in the bus Driver classification, who has completed five (5) month of his probationary period may apply for transfer to that position by filing a written request with the Human Resources Office of the District.
    - 1. Any employee in the Bus Driver classification may apply for transfer to a position within the same classification at any time during his employment with the District.
  - C. In-house advertising will be posted one week concurrently with public advertising.
  - D. District employees in the same job class that is open shall be given first and careful consideration before considering candidates from outside the job class. "First and careful consideration" will be defined as considering internal applicants using the criteria listed below at each step of the hiring process.
  - E. The District shall take into consideration, but not be limited to, the following reasons in determining the transfer request:
    - 1. The needs and efficient operation of the District.
    - 2. The contribution the staff member can make to District needs in the new position.
    - 3. The job-qualifications, including experience, specific skills, training, work history, results of written test(s) or exercise(s), job performance, evaluations, oral examinations, job-related references, and/or interview results as determined by the District.
    - 4. The seniority and quality of service rendered to the District by the employee.
    - 5. The recommendation of the supervisor where the vacancy exists.
    - 6. Any employee whose most recent evaluation is negative, but who wants to be considered for the vacancy, shall request that the Assistant Superintendent for Human Resources review the employee's three (3) prior District evaluations.

- F. An employee in the unit may request in writing at any time a transfer to another administrative unit. Unless approved, such request shall not affect the employee's present assignment.
- G. When an employee in the bargaining unit has been denied a requested transfer, he/she may request and will receive constructive feedback from the Human Resources Office.

#### 12.2 District Initiated Transfers:

A permanent transfer is one which exceeds 3 months in duration. Upon a five-day written notification a permanent transfer may be authorized by the Assistant Superintendent for Human Resources at any time, for any reason to be stated including, but not limited to, the following:

1. Improved efficiency of the District.
  2. A change in enrollment.
  3. To provide employees with additional training.
  4. Desire to evaluate an employee at a different work site.
  5. Significant personality conflict.
- A. Job Site Transfer: No employee shall be assigned to work in a location other than the employee's normal work site without being provided, upon request, with the reasons for such change in writing.
  - B. Medical Transfers: The District may give alternative work if it is determined by the Assistant Superintendent for Human Resources that the same is available to an employee who has become temporarily medically unable to satisfactorily perform his regular job class duties. The alternative work may constitute promotion, demotion, or lateral transfer to a related class, but such transfer shall be only by mutual written agreement between the District and the employee. The District shall require proof of medical disability.
  - C. Any employee subject to a District initiated transfer shall upon written request, receive from the Assistant Superintendent for Human Resources, or designee, a written explanation of the reasons for the transfer within five (5) working days of submission of the request.
  - D. If any transfer is affected, it shall be made without any change in anniversary date, accumulated sick leave or accumulated vacation leave.

#### 12.3 Promotions:

- A. Promotion will be defined as a change in the assignment of a bargaining unit member from a position in one classification to a position in another classification at a higher salary range.
- B. A permanent employee who is promoted to a higher classification may, during their probationary period (as defined by Section 28.1) request reassignment to their former job classification. The request shall be in writing and submitted to the Assistant Superintendent for Human Resources prior to the last day of the



probationary period. As soon as practicable, the District shall place the employee in their prior classification or one that is at least equal in salary step and range, so long as the employee is qualified to fill that position.

- C. A permanent employee who is promoted to a position with a higher salary range shall be placed on the higher salary step in the new classification.

In the case where the promotion is a one (1) range difference, the employee shall receive the next higher dollar amount on the salary range. In the case where the promotion is two (2) or more ranges, the employee shall receive no less than 5% increase in base salary for that time.

- D. District employees seeking promotion shall be given careful consideration when filling an open position. "Careful consideration" will be defined as considering internal applicants using the criteria listed below. The District shall take into consideration, but not limited to, the following reasons in determining the promotion application.

1. The needs and efficient operation of the District.
2. The contribution the staff member can make to District needs in the new position.
3. The job-qualifications, including experience, specific skills, training, work history, results of written test(s) or exercise(s), job performance, evaluations, oral examinations, job-related references, and/or interview results as determined by the District.
4. The seniority and quality of service rendered to the District by the employee.
5. The recommendation of the supervisor where the vacancy exists.
6. Any employee whose most recent evaluation is negative, but who wants to be considered for the vacancy, shall request that the Assistant Superintendent for Human Resources review the employee's three (3) prior District evaluations.

### **ARTICLE XIII**

#### **BEREAVEMENT LEAVE**

- 13.1 An employee is entitled to a leave of absence not to exceed three (3) days on account of a death of any member of his immediate family. If an employee travels beyond a three hundred (300) mile radius of Tracy on account of a death of any member of his immediate family, the employee will be entitled to an additional two (2) days. No deductions shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this agreement. Members of the immediate family, as used in this agreement, means the mother, father, step father, step mother, step children, grandmother, grandfather, step grand-parents, grandchild, spouse, registered domestic partner, son, brother-in-law, sister-in-law, son-in-law, daughter, daughter-in-law, brother, sister, step

brother, step sister, aunt, uncle, niece or nephew of the employee, the spouse of the employee, or the registered domestic partner of the employee, or any relative living in the immediate household of the employee.

#### **ARTICLE XIV** **PARENTAL LEAVE**

- 14.1 Paternity leave, not to exceed five (5) days, will be granted male employees when the spouse of the employee is confined for maternity purposes. This time off will be charged to the employee's sick leave.
- 14.2 An employee who is adopting a child shall be entitled to five (5) days of paid leave for the purpose of caring for the needs of the adopted child. This time off will be charged to the employee's sick leave.

#### **ARTICLE XV** **QUARANTINE LEAVE**

- 15.1 In case of official quarantine of the employee's place of residence, the employee will be allowed to use accumulated sick leave.

#### **ARTICLE XVI** **JURY DUTY - COURT LEAVE**

- 16.1 A classified employee who receives a subpoena for court appearance and is not a party to the action or is required to serve on a jury shall receive full pay for such absence from duty provided that he complies with the stipulation listed below:
- A. The employee must not be litigant in the court action.
  - B. The employee must present to the payroll office the actual notice to appear for jury duty.
  - C. The employee must make a check payable to the District equal to the amount received for witness or jury fees. If the employee is released from jury duty prior to the starting of his assigned shift, and henceforth works his shift, he/she is not required to endorse to the District any check or warrant received in payment for jury fees.
  - D. Any meal, mileage, and/or parking allowance provided for jury or witness duty, shall be kept by the employee.
  - E. Any day during which an employee in the bargaining unit who is required to serve five (5) or more hours on jury duty including travel time, shall be relieved from work with pay. Employees are required to work during any day or portion thereof in which jury duty or witness services are less than 5 hours.

**ARTICLE XVII**  
**LEGISLATIVE LEAVE**

- 17.1 Classified employees who are elected to the State Legislature shall be granted a leave of absence. The leave of absence shall not affect their classification. Such employees have the right within six (6) months after their term of office expires to return to the job classification for which they are qualified at a salary equal to or greater than they would have been entitled to had they not been elected to the legislature.

**ARTICLE XVIII**  
**PREGNANCY LEAVE**

- 18.1 Employees shall be entitled to utilize sick leave for the period of time that they are temporarily disabled resulting from the employee's pregnancy, miscarriage, childbirth, and recovery therefrom.
- 18.2 Leave shall commence on the date the employee's physician certifies that the employee is medically unable to work. The District shall be given notice as soon as practicable.
- 18.3 The leave shall terminate when the employee's physician certifies that the employee is medically able to return to work. Notice of return to work should be given as soon as possible.
- 18.4 When the absence extends beyond accumulated sick leave, the employee shall receive salary pursuant to Article XX.
- 18.5 An employee in the unit not intending to return to employment in the District after childbirth shall submit a resignation or a request for extended leave.

**ARTICLE XIX**  
**SICK LEAVE**

- 19.1 As provided in section 45191 of the Education Code, every classified employee employed five (5) days a week and 12 months a year by the District shall be entitled to sixteen (16) days leave of absence for illness or injury, exclusive of all days he is not required to render service to the District, with full pay for a fiscal year of service.
- 19.2 A classified employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of sixteen (16) days leave of absence for illness or injury as the number of months he is employed bears to twelve (12). Ten-month employees shall receive fourteen (14) days per year. Eleven month employees shall receive fifteen (15) days per year.
- 19.3 A classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of sixteen (16) days leave of absence for illness or injury as the number of days he is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

- 19.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day.
- 19.5 Annual credit for sick leave need not be accrued prior to taking such leave. However, a probationary employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he may be entitled pursuant to this Article, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 19.6 If such employee does not take the full amount of leave allowed in any year under this Article the amount not taken shall be accumulated from year to year.
- 19.7 Each employee shall notify his immediate supervisor, or designee, at least two hours before his work day is scheduled to begin if he is unable to perform his work except as otherwise instructed in writing by the immediate supervisor. Leave with pay may be denied if proper notice is not given.
- 19.8 Each employee shall complete and sign a District-approved form as a claim for salary during absence due to illness or injury for each such absence.
- 19.9 The District reserves the right to request certification from the employee's doctor (e.g. primary physician, urgent care, etc.) or the District's doctor, at the employee's option, for verification of any illness.
- 19.10 If abuse of sick leave is suspected, an employee will be given written notice of the suspected abuse and may be referred to a district selected doctor for verification.
- 19.11 Employees may use accumulated sick leave for routine medical and dental appointments, eye examinations or similar professional services. The use of accumulated sick leave for the above purposes is to be limited to those employees who can't obtain services outside their workday, limited to utilizing not more than a total of four (4) work days accumulated sick leave per school year. This leave shall be used in half-hour minimum increments.
- 19.12 Notification shall be given an employee as soon as practicable when sick leave is exhausted.
- 19.13 A unit member may request catastrophic leave as outlined in Board Policy 4261.9.

**ARTICLE XX**  
**EXTENDED SICK LEAVE**

- 20.1 When an employee in this unit is absent from duty on account of illness, accident, or industrial accident/illness for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum actually paid a substitute employee employed to fill the employee's position during the absence. If a substitute is not hired as a result of this absence, the employee will be paid his/her full salary. Except as the District has in effect a salary schedule for substitute employees, the amount paid the substitute employee during any month shall be less than

the salary due the employee absent from duty. The employee's absence(s) must be verified in writing by his/her physician.

- 20.2 Entitlement to sick leave provisions under this Article shall be used after entitlement to all regular sick leave, accumulated compensating time, vacation or other available paid leave has been exhausted. The first day of illness shall be used to start the calculation of benefits under this Article. Industrial Accident and illness Leave is not included in the five month count.

## **ARTICLE XXI**

### **INDUSTRIAL ACCIDENT/ILLNESS LEAVE**

- 21.1 In accordance with section 45192 of the Education Code, the District shall provide by rules and regulations for industrial accident or illness leaves of absence for employees who are part of the classified service.

These rules and regulations include:

- A. Allowable leave shall not be for less than 60 working days in any one fiscal year for the same accident.
- B. The governing board shall not grant additional leave in excess of 60 days.
- C. Allowable leave shall not be accumulated from year to year.
- D. Industrial accident or illness leave will commence on the first day of absence.
- E. Payment for wages lost on any day shall not, when added to an award granted the employee under worker's compensation laws of the State of California, exceed the normal wage for the day; the employee shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this state and the District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contribution.
- F. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- G. When an industrial accident leave occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- H. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to sick leave and extended sick leave will then be used. If, however, an employee is still receiving workers' compensation, they shall be entitled to use only so much of their accumulated and available sick leave, accumulated compensating time, vacation or other available leaves which, when added to the worker's compensation award, provides for a day's wage or salary.

- I. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his position, the person shall, if not placed in another position, be placed on a reinstatement list for a period of 39 months. When available, during the 39 month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.
- J. Periods of leave of absence pursuant to this Article shall not be considered to be a break in service for the employee.
- K. To be eligible for industrial accident or illness leave, an employee must have served continuously not less than six (6) months with the District. Such requirement shall not be construed to limit or restrict an employee's right to an earlier time to receive workers' compensation benefits as provided by law.
- L. An employee returning to work from industrial accident or illness leave shall be required to present a doctor's release prior to returning to paid duty.
- M. The district may require an employee to submit to an examination by a district appointed doctor to verify the nature of illness or disability which was the reason for the leave of absence.
- N. Only absences which are supported by a doctor's certificate and have been verified by the District's insurance carrier to be the result of a work-connected injury or illness can be paid under the occupational leave policy. Any absence which cannot be so verified shall be charged against the bargaining unit member's personal illness leave or other appropriate leave, or salary will be deducted. If it is determined the illness/injury is covered by worker's compensation, sick leave or other leaves or salary deducted shall be reinstated.

## **ARTICLE XXII**

### **PERSONAL NECESSITY/PERSONAL BUSINESS LEAVE**

- 22.1 In accordance with Section 45207 of the Educational Code, leaves of absence for personal necessity will be permitted to employees in the unit for not more than eight (8) days in the school year. Such leaves shall be deducted from the employee's accumulated sick leave benefits for those situations necessitating their absence which may be foreseeable but may be unavoidable and of a serious nature involving circumstances which the employee cannot reasonably be expected to disregard, or which may require the attention of the employee during their regularly assigned hours. Such leave shall normally be taken in half-day or full-day increments but may be granted in no less than quarter-hour increments.

Employees shall complete the Notice or Request for Classified Leave (RCL) form (Appendix F) for all requested leave for reason of personal necessity/personal business. The employee is required to provide the District at least three (3) business days notification of their intent to use personal necessity except in cases of emergency. Advance permission is not required for reasons of a death or serious illness of someone in the immediate family,

an accident involving the employee or someone in the immediate family or a required legal meeting/court appearance which does not result from their own connivance. In all other cases advance permission for the use of personal necessity/personal business for urgent and compelling personal business which requires the employee's immediate attention during the normal working day is required.

The District reserves the right to obtain documentation that adequately supports any leave request.

The unit member may use 1 day of personal necessity leave for urgent & compelling reasons. The member is required to provide advance notification with a stated reason of "urgent & compelling reasons for personal business." The unit member is only required to state the reason of "urgent and compelling".

## 22.2 Personal Necessity Leave may be used for the following:

- A. Death of a member of the employee's immediate family. Leave for this purpose may be used when additional time is required beyond the number of days provided for bereavement. "Members of the immediate family", as used in this Article, are as defined in Article XIII. (This would be in addition to normal bereavement leave.)
- B. Court appearance. Such leave may be used for appearance in any court, or before an administrative tribunal, as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- C. Accidents. Such leave may be used for accidents involving the employee's property or the person or property of a member of the employee's immediate family, as defined above, provided such accident is of such a serious nature as to require the presence of the employee during the employee's normal working hours.
- D. Illness in the immediate family. Such leave may be used in the event of serious illness in the immediate family of the employee requiring the services of a physician.

Pursuant to Labor Code 233, an employee shall not be limited to the 8 days maximum for this reason when utilizing personal necessity leave, but must notify the District of such usage.

- E. Personal Business Leave. Leave may be used for unexpected, unavoidable or unforeseen personal or business obligation with prior notice unless in the case of an emergency. The general reason for the leave must be stated and must be approved by the immediate supervisor.

The following are not to be considered proper uses of Personal Necessity Leave:

- 1. Political activities or demonstrations.
- 2. Vacation, recreation, or social activities
- 3. Extension of a school holiday or vacation
- 4. Pursuit of other employment

F. In the event a unit member has exhausted his/her eight (8) days of personal necessity he/she may request permission from the District to use additional sick days for the limited purpose of:

1. Death of a member of his/her immediate family, or serious illness of any other member of his/her immediate family as defined in Article XIII (Bereavement Leave).
2. Accident involving his/her person or property or the person or property of a member of his/her immediate family.

When the need for additional days is an emergency, less than twenty-four (24) hours' notice, the unit member need only to notify the District for the use of an additional day. All additional days of personal necessity, with the exception of emergencies, must have the advance permission of the Associate Superintendent for Human Resources and all such days, including emergencies, will be deducted from sick leave.

The District reserves the right to revoke any use of personal necessity reported as an emergency beyond the eight (8) day limitation whenever the District has reason to believe the unit member is abusing the emergency provision.

22.3 Personal Business Leave, not approved as a charge against Sick Leave, may be granted at the discretion of the District. This leave is without pay.

### **ARTICLE XXIII** **LEAVE OF ABSENCE**

23.1 A leave of absence with or without pay may be granted to a permanent employee.

23.2 A leave of absence is an absence from duty for a prescribed period of time specifically authorized by the District, not to exceed twelve (12) months. Such leaves are normally granted for health reasons or personal hardship.

23.3 A request for a leave of absence to explore a new occupation may be granted.

23.4 A written request for a leave of absence shall be submitted to the employee's principal or immediate supervisor for recommendation, and then to the Assistant Superintendent for Human Resources. The request must specifically state the reasons for request and the duration of the leave requested. The Assistant Superintendent for Human Resources will present it to the Board and recommend approval or disapproval. Time spent on a leave of absence without pay shall not count for salary purposes.

23.5 Employees given leaves of absence for an academic year, shall give the District written notice at least thirty (30) days prior to the end of the leave. Failure to notify the District shall constitute a resignation on the part of the employee; such resignation may be accepted by the Board at any time within twenty (20) days after the due date of the required notification by the employee.

23.6 A request for a leave based upon a reason not specified in this article will be considered by the Assistant Superintendent of Human Resources from the standpoint of value to the



District, urgency of the request, and employment record of the employee making the request.

- 23.7 An application for leave of absence for reasons of personal health must be supported by the written recommendation of a licensed physician and before reinstatement, a statement must be furnished from a physician.
- 23.8 Any leave of absence granted under this policy shall not be deemed a break-in-service except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employees earn vacation pay, sick leave, holiday pay, or other benefits provided under this agreement.
- 23.9 Upon employee's return from such leave, the District shall, upon request of the employee, consider the employee's expressed preference as to available assignment in the class in which the employee is employed.
- 23.10 Employees granted a leave under this article are guaranteed a position in the same class that the employee occupied prior to the granting of said leave, at the conclusion of the leave.
- 23.11 The employee shall notify the Human Resources Office of the projected date on which the leave is expected to commence and the probable date on which the employee shall resume his/her duties. Such notice should be given not less than thirty (30) days prior to the expected commencement date of such leave. The Assistant Superintendent for Human Resources may waive such notice.

#### **ARTICLE XXIV**

#### **LEAVE OF ABSENCE FOR RETRAINING AND STUDY**

- 24.1 A leave of absence with or without pay for retraining and study may be granted to any member of the bargaining unit with or without pay at the district discretion. Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
- 24.2 Study leave cannot be granted to an individual who has not served at least seven (7) consecutive years preceding granting of the leave.
- 24.3 Retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.
- 24.4 No more than one study leave of absence shall be granted in each seven (7) year period.
- 24.5 No more than one retraining leave of absence shall be granted in each three (3) year period.
- 24.6 The District may establish the criteria, in consultation with CSEA, which shall entitle the employee to this leave of absence.

- 24.7 Any leave of absence granted under this policy shall not be deemed a break-in-service for any purpose, except that such leave shall not be included as a service in computing service to the granting of any subsequent leave under this type of leave, nor shall employees earn vacation pay, sick leave, holiday pay, or other benefits provided under this agreement.
- 24.8 Upon an employee's return from such leave, the District shall, upon request by the employee, consider the employee's expressed preference as to available assignments in the class in which the employee is employed. An employee granted a leave under this Article is guaranteed a position in the same class that the employee occupied prior to the granting of said leave, at the conclusion of leave.

**ARTICLE XXV**  
**DELEGATE RELEASE/ASSOCIATION LEAVE**

25.1 Delegate Release Time

The District agrees to provide release time without loss of compensation for CSEA Chapter delegates (based on ratio of 2 for the 1<sup>st</sup> 150 members and 1 additional delegate for each additional 100 or part thereof) to attend the CSEA Annual Conference.

President Release Time

The CSEA Chapter President or designated executive board member, shall be granted twenty (20) days per year to conduct association business. This leave shall be calculated on a calendar year (January-December) basis.

- 25.2 The Association hereby agrees to pay to the District the amount of any salary paid by the District to a substitute required to fill the position of any employee on Association leave.
- 25.3 Any employee in the bargaining unit elected or appointed to a state, regional, or national position in the Association shall have release time during the school year for the purpose of attending such meetings.
- 25.4 Classified employee representatives on District Committees shall have release time, as appropriate, in order to serve on such committees.

**ARTICLE XXVI**  
**VACATION LEAVE**

- 26.1 Vacation leave for full time employees working 40 hours per week and 12 months per year shall be earned and accumulated on a monthly basis in accordance with the following annual schedule:

Years of Service	Vacation Leave
1 - 2 years	10 days
3 years	12 days
4 - 7 years	15 days
8 - 9 years	16 days
10 - 12 years	17 days
13 - 14 years	18 days
15 - 17 years	20 days

18 - 19 years	21 days
20+ years	25 days

By January 15, an employee with twenty or more years of service shall have the option of requesting, in writing, payment in lieu of earned vacation day(s) in excess of 21 days accrued within a given fiscal year. The Assistant Superintendent of Human Resources or designee shall have the option of granting or denying an employee's request for payment in lieu of earned vacation day(s). If request is granted, payment would be processed at the end of the fiscal year.

- 26.2 Years of service, to qualify for more than ten (10) days of such leave, shall be measured from the employee's anniversary date determined in accordance with Article VIII, Section 8.7 of this agreement. Each day of such leave must be earned and accumulated before it is taken.
- 26.3 Employees working less than forty (40) hours per week shall earn and accumulate such proportion of the above vacation leave as the hours they work bears to forty (40) hours per week.
- 26.4 Employees working ten (10) months per year shall be credited with one (1) year of service for vacation purposes, however, they shall earn and accumulate .833 of the vacation leave set forth above.
- 26.5 A classified employee absent because of illness or injury shall earn and accumulate vacation leave during that portion of the employee's absence covered by the employee's accumulated sick leave.
- 26.6 A classified employee must begin work on or before the first work day after the 10th calendar day of any month in order to earn vacation leave for that month. In order to accumulate vacation leave for their last month of service upon terminating employment with the District, such employee must have worked at least through the 20th calendar day of such month.
- 26.7 A new employee must complete six (6) months of employment prior to being eligible for vacation leave. Vacation leave will be computed retroactive to the date of employment.
- 26.8 Pursuant to Article 11.3, the District shall utilize a standardized form (Appendix E) on which weekends, holidays, basic days, variable non-work/non-paid days, work days, and non-work days shall be identified. Using this form, employees shall submit requests for use of earned vacation time to their administrative supervisor. On or before April 1 of each year, Appendix E shall be given to the employee to be completed and returned to his/her supervisor on or before the 3<sup>rd</sup> Monday of April. Vacation requests shall be considered and approved based on district seniority (date of hire). Each vacation request shall be annotated as either 1) approved, 2) denied, or 3) held in abeyance while scheduling conflicts are resolved, and a copy of the annotated form shall be returned to each employee on or before the first Monday of May. If the vacation request is denied as requested, the employee shall submit a modified request within two work days. Management shall then review and either approve or return the vacation request to the employee for further modification within two workdays of receipt from the employee. Changes from originally approved requests shall not be granted until all original or modified requests have been

approved. Calendars returned for modification shall be considered an original request until approved by management. Changes after all original requests have been approved shall not impact a vacation schedule approved for another employee, regardless of seniority. If an employee misses the deadline of the 3<sup>rd</sup> Monday of April or the two work day modification deadline, their application shall be removed from consideration by seniority, and shall be considered after all other requests have been considered and approved. Requests shall be approved if the request is consistent with the work needs of the District and minimizes disruption of the instructional day. Requests to amend approved vacation calendars shall normally be submitted to the immediate supervisor five days or more prior to the requested change.

- 26.9 At the request of the employee and with the approval of the supervisor, the employee may carry over into the next Fiscal Year up to five days of vacation entitlement. There may be occasions when, for the convenience of the employee, and with the advance approval of the Assistant Superintendent of Human Resources, additional accrued vacation days may be carried over into the next fiscal year. If the employee is not permitted to take his full annual vacation, including the days carried over from the prior year, the amount not taken shall be paid in cash.
- 26.10 Ten (10) month employees shall be paid for their earned vacation at their appropriate rate of pay.
- 26.11 Any employee on scheduled vacation who becomes ill may have his/her status changed to sick leave with the approval of the Assistant Superintendent for Human Resources or designee and the presentation of a doctor's certificate verifying such illness.
- 26.12 An employee who has earned and accumulated seventy-five (75) or more days of sick leave on June 30, shall be credited with one (1) additional day of vacation which must be used within the following twelve month period. An employee who has earned and accumulated one hundred fifty (150) or more days of sick leave on June 30, shall be credited with a second additional day of vacation which must be used within the following twelve month period.

## **ARTICLE XXVII**

### **HOLIDAYS**

- 27.1 Paid holidays for classified employees shall be as follows:
- New Year's Day
  - Martin Luther King Jr. Day
  - Lincoln's Day
  - Presidents' Day
  - Two Spring Recess Days
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veterans' Day
  - Thanksgiving Day
  - The Day after Thanksgiving
  - Christmas Eve Day
  - Christmas Day

Christmas Day - Christmas Eve Day and Christmas Day holidays will be taken as illustrated below:

<u>Christmas Eve</u>	<u>Christmas</u>	<u>Holidays</u>
Monday	Tuesday	Monday & Tuesday
Tuesday	Wednesday	Tuesday & Wednesday
Wednesday	Thursday	Wednesday & Thursday
Thursday	Friday	Thursday & Friday
Friday	Saturday	Thursday & Friday
Saturday	Sunday	Friday & Monday
Sunday	Monday	Friday & Monday

Floating Holiday - Each employee in the unit who has completed six (6) full months of District service as a regular employee shall thereafter be allowed one (1) day of paid leave of absence per school year. This leave is to be scheduled with the approval of the employee's supervisor on the appropriate form filed not less than two (2) working days prior to the requested date of absence. The supervisor will consider the needs of the department before approving the leave. This leave of absence is to be known as a "floating holiday". Such day of paid leave shall not accumulate from year to year. This leave is to be taken on a day when the employee is on paid status by the District. It is not intended to be an additional day of pay.

Every Day - Appointed by the President, or the Governor of this State, as provided for in subdivisions (b) and (c) of Section 37220 of the Education Code for a public fast, Thanksgiving, or holiday, or any day declared a holiday under Section 37222 of the Education Code for classified or certificated employees.

- 27.2 Whenever a holiday set forth herein falls on a Saturday or Sunday, the preceding Friday or subsequent Monday shall be deemed to be a holiday.
- 27.3 To be entitled to such paid holidays, a classified employee shall have had to have been in a paid status during any portion of the working day immediately preceding or succeeding the holiday.
- 27.4 Classified employees who are not assigned duty during the school holiday of December 24, 25, January 1 and Friday of Spring Recess shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
- 27.5 Employees required to work on the holidays set forth in this Article shall be compensated, or given compensating time off, at the rate of one and one-half (1 1/2) times the regular rate in addition to the pay received for the holiday. Compensation in pay or time off will be determined by the supervisor and the employee.
- 27.6 The work schedule for classified employees in the bargaining unit whose regular work week encompasses either or both Saturday or Sunday may be adjusted to provide not less than the same number of paid holidays for each contract year as is available for those employees in the bargaining unit whose regular work week is Monday through Friday.

## **ARTICLE XXVIII**

### **EVALUATIONS**

Evaluations for all regular and probationary classified employees shall be confidentially made at specified intervals during the work year. The ratings shall be reported to the Assistant Superintendent for Human Resources on appropriate forms.

- 28.1 Probationary Employees: The probationary period shall be for twelve (12) months. A first evaluation report for all probationary employee may be submitted within sixty (60) working days of their hire date. A second evaluation report may be submitted by the end of the sixth (6<sup>th</sup>) month of employment and a final evaluation report may be submitted by the end of the eleventh (11<sup>th</sup>) month of employment. A special evaluation report may be submitted at any time if desired by the employee's supervisor.

Promoted employees shall serve a probationary period of four (4) months and be evaluated on or before the conclusion of the second (2<sup>nd</sup>) month from the start of promotion and again on or before the conclusion of the third (3<sup>rd</sup>) month.

Probationary employees may be released without cause. Promoted employees have the right to request a transfer to their former classification per section 12.3.B.

Probationary employees shall review and sign their rating forms before they are submitted to the Assistant Superintendent for Human Resources or his/her designee, by the supervisor. This signature does not indicate agreement or disagreement with the evaluation.

- 28.2 Permanent Employees:

Evaluation reports for all permanent employees shall be submitted in March of each fiscal year. The date may be extended by mutual agreement of the employee and the employee's supervisor. A special evaluation report may be submitted at any time if desired by the employee's supervisor. Permanent employees shall review and sign their rating forms before they are submitted to the Assistant Superintendent for Human Resources by the supervisor. This signature does not indicate agreement or disagreement with the evaluation.

- 28.3 Evaluator:

Evaluation reports shall be prepared by the person having overall responsibility for the direction of the department or by their designee in a position which includes, in its job description, supervisory and evaluation responsibilities. Evaluations, so far as practicable, shall be based upon the direct observation and knowledge of the evaluator. The evaluator may request the input of other staff members directly associated with the employee and may consider these views in the report. However, the report is to be prepared by the evaluator.

- 28.4 Less Than Satisfactory Evaluation:

Any less than satisfactory evaluation based upon performance shall include recommendations for improvement and shall advise the employee as to any deficiency. A less than satisfactory evaluation is defined as any Needs Improvement or Unsatisfactory rating given to the employee on the classified Employee Work Performance Report. Employees receiving a less than satisfactory evaluation shall be reevaluated to monitor progress. This follow-up evaluation shall be made within 90 working days of receipt of

the initial evaluation. Time lines may be extended by mutual agreement of the employee and the supervisor. Deficiencies shall be discussed and assistance shall be offered.

28.5 Review Process:

No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. The employee has the right to submit a written statement and have it attached to the evaluation form.

28.6 Employee Right to Copy:

Employees shall receive a completed copy and signed copy of their evaluation report

## **ARTICLE XXIX** **PERSONNEL FILE**

29.1 No adverse action of any kind shall be taken against an employee based upon ratings, reports or records which were obtained prior to the employment of the employee involved.

29.2 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to view and comment thereon. Any employee shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction. Any person who places written material or drafts written materials for placement in an employee's file, shall sign the material and signify the date of such placement.

29.3 The personnel file of each employee shall be maintained in the Personnel Office. Additionally, all personnel files shall be kept in confidence and shall be available for inspection only when actually necessary in the proper administration of the District's affairs of the supervision of the employee. The District shall keep a log which shall indicate the person(s) who have reviewed the personnel file as well as the date such review was made. Such log and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized by the employee.

## **ARTICLE XXX** **REPLACEMENT OF EMPLOYEE'S PROPERTY**

30.1 The District will provide for the payment of costs of replacing or repairing property of a classified employee, such as eyeglasses, contact lenses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee, or vehicles when property is damaged in the line of duty or while performing a District service without fault of the employee or if property is stolen by robbery or theft while employee is performing assigned job functions or responsibilities.

30.2 The value of such property shall be determined as of the time of damage thereto or the robbery or theft. The Board has established that its liability will be limited to the minimum amount of \$500 per occurrence.

30.3 In the event the employee is paid the costs of replacing or repairing such property, or the actual value of such property, the school district shall, to the extent of such payments, be

subrogated to any right of the employee to recover compensation for such damaged or stolen property. The school district may file and prosecute an action to enforce its subrogation right in the small claims court if the amount of the claim is within that court's monetary jurisdiction or may enforce its subrogation right in any court of competent jurisdiction.

## **ARTICLE XXXI**

### **SAFETY**

- 31.1 The District shall make a reasonable effort to provide employees in the bargaining unit with safe working conditions. Should the employment duties of an employee require use of any equipment or gear to insure the safety of the employee or others, the District shall furnish such equipment or gear. Safety conditions means any work-related conditions affecting health, safety, sanitation, or physical welfare of the employee.
- 31.2 All employees in the bargaining unit shall, in performance of their duties, be alert to unsafe practice, equipment and/or conditions and shall promptly report any such unsafe practice, equipment and/or conditions to their immediate supervisor.
- 31.3 Each employee shall report any accident within 24 hours to their immediate supervisor and shall complete such report forms relating to the accident as may be required by the District.
- 31.4 After having reported an unsafe practice, equipment and/or condition, should the District fail to eliminate the unsafe practice or condition or provide safe equipment within a reasonable period of time and should the employee file a complaint with Cal-OSHA resulting in an OSHA inspection, the complaining bargaining unit employee shall be released from duty for such time as is necessary to accompany the OSHA representative conducting the inspection.
- 31.5 Any employee reporting unsafe practice or condition shall not be discriminated against or harassed.
- 31.6 District shall maintain the Safety Committee with representation to include, but not be limited to, two (2) classified employees representing CSEA as appointed by the Chapter President. The purpose of the committee shall be to advise the District relative to providing safe working conditions in accordance with this article.

## **ARTICLE XXXII**

### **LAYOFF AND REEMPLOYMENT**

- 32.1 If it becomes necessary for the school district to terminate the employment of any employee because of a reduction in the work force, lack of funds, or other involuntary reasons, layoff procedures will be followed and sixty (60) calendar days' notice shall be given to the employee in accordance with procedures set forth in Education Code Section 45117. If desired by employee, termination interview with the Personnel Office may be scheduled during normal work hours.
- 32.2 The termination date of an employee will be the last actual working day.
- 32.3 "Layoff" means a separation from the service because of funding, abolishment of position for lack of work, or for other involuntary reasons not reflecting discredit on an employee.



- 32.4 Whenever because of lack of work or lack of funds, it becomes necessary to lay off permanent or probationary employees, such layoffs shall be conducted in accordance with procedures set forth in Education Code Sections 45298 and 45308. The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff and such eligibility shall continue for thirty-nine (39) months from the date of layoff.
- 32.5 No permanent or probationary classified employee shall be laid off from any position while employees serving under emergency, provisional or short term employment are retained in positions of the same class.
- 32.6 A short-term employee may be separated at the completion of an assignment without regard to the procedures set forth in this Article.
- 32.7 In accordance with procedures set forth in Education Code Section 45117, probationary and permanent employees shall be notified in writing at least sixty (60) calendar days prior to the date of layoff and the notice shall contain the reason thereof. The Assistant Superintendent for Human Resources shall be responsible for sending such written notices to the affected employee(s).
- 32.8 In lieu of being laid off, an employee may elect demotion to any class with the same or lower maximum salary in which they had previously served under permanent or probationary status.
- 32.9 To be considered for demotion in lieu of layoff, an employee must notify the Assistant Superintendent for Human Resources in writing of such election not later than ten (10) calendar days after receiving notice of layoff.
- 32.10 Any employee replaced by such demotion has the same option of demotion afforded by this rule as if a position had been abolished or discontinued.
- 32.11 Any employee demoted pursuant to this rule shall receive the maximum of the salary range in the class to which demoted, provided that such salary is not greater than the salary he received in the higher classification at the time of demotion.
- 32.12 In all cases where employees accept demotion in lieu of layoff, their names shall be placed on reemployment list for the classes from which they were demoted for a total of sixty-three (63) months as provided in Ed. Code Section 45298.
- 32.13 All service in the classification plus higher classifications shall count as seniority within the lower classification. Seniority shall be based on date of hire in each of the classifications.
- 32.14 An employee on a reemployment list may decline three (3) offers of reemployment in former class and status. After the third refusal, no additional offers need be made and the employee shall be removed from the reemployment list.
- 32.15 Refusal of an offer of short-term or limited part-time employment shall not affect the standing of any employee on a layoff list.

- 32.16 Employees on reemployment lists shall be eligible to compete in promotional examinations for which they qualify.
- 32.17 If layoffs become necessary, the CSEA Chapter president shall receive a copy of such layoff notice for each affected employee.
- 32.18 Laid off employees shall be given preference to substitute employees when substitute services are needed in the area from which they were laid off.
- 32.19 An employee who is laid off and who is subsequently reemployed shall be treated in the following manner: If reemployed within the 39 month period the employee would have neither lost nor gained credit for the time in laid-off status (maximum 39 months) when computing step placement, vacation, longevity, accumulated sick leave, and fringe benefits.
- 32.20 Education Code 45115 (Retirement in Lieu of Layoff) shall be applicable to laid off employees should they choose retirement in lieu of layoff.
- 32.21 Laid off employees or employees who elect retirement in lieu of layoff shall have the right to maintain their health benefits by paying the monthly premiums for twenty-four (24) months. The employee shall pay the premium by the date established by the District each month. It is the sole responsibility of the laid off employee to ensure that the payment is received by the District on time. If the premium payment is not received by the District on time, the laid off employee will be dropped from the plan and will not be eligible to re-enroll.
- 32.22 Any employee who has been laid off shall be mailed a copy of all vacancies after filing a written request with the Assistant Superintendent for Human Resources. Such notices shall be mailed by first class mail the day the position is posted. Any employee who has been laid off may authorize a job representative to file on the employee's behalf.

### **ARTICLE XXXIII**

#### **GRIEVANCE PROCEDURE**

33.1 **Definitions:**

- A. A "grievance" is a claim by a member of the unit that this agreement, including provisions of previous Memoranda of Understanding between the parties to the extent that they are incorporated herein, has been violated, misapplied, or misinterpreted. To the extent that the Association, as distinguished from those it represents, has rights pursuant to this agreement, the Association may file and pursue a grievance in the same manner as though it were a member of the unit.
- B. A grievant is a member of the bargaining unit covered by this Agreement who files a grievance. However, no grievance may be filed on behalf of a probationary employee to contest his or her termination of employment.
- C. A workday is any day on which the District administration office is open for business.

33.2 Presentation of Grievance:

Every effort will be made to schedule meetings and hearings for the processing of grievances at times which will least interfere with the regular workday of the participants. Any grievance meeting or hearing shall be held during the work day; any employee required by either party to participate as a witness, grievant, or representative at such meeting or hearing shall be released from regular duties without loss of pay for such time as is required for attendance at such meeting or hearing.

33.3 Grievance Procedure

Step 1: Within ten (10) workdays after the grievant has become aware or should have become aware, through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance, the grievant shall initially meet with his or her immediate supervisor in an attempt to resolve the grievance informally. The supervisor shall give a written answer within ten (10) workdays after such meeting.

Step 2: If the Step 1 discussion fails to resolve the grievance, then a formal grievance may be initiated as set forth in Step 2. Any employee covered by this Agreement who has a grievance shall submit it to his or her immediate supervisor provided that said grievance shall be in writing and signed by the aggrieved employee. The supervisor shall give a written answer within ten (10) workdays after such presentation.

Step 3: If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance to Step 3 of the Grievance Procedure, it shall be referred in writing to the next level administrator within ten (10) workdays after the supervisor's answer in Step 2. The next level administrator, or his or her designee, shall discuss the grievance within ten (10) workdays with the Union at a time mutually agreeable to the parties. If not settlement is reached, the next level administrator, or his or her designee, shall give a written answer to the Union within ten (10) workdays following their meeting.

Step 4: If the grievance is not settled in Step 3 and the Union desires to appeal, it shall be referred by the Union in writing to the Associate Superintendent for Human Resources, or his/her designated representative, within ten (10) workdays after the next level administrator's answer in Step 3. A meeting between the Associate Superintendent or his/her representative, and the Union shall be held at a time mutually agreeable to the parties, within ten (10) workdays of receipt of the Union's appeal. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Associate Superintendent, or his/her representative, and the Union. If no settlement is reached, the Associate Superintendent or his/her representative, shall give the District's written answer to the Union within ten (10) workdays following the meeting.

33.4 Mediation:

If the grievance is not settled in Step 4 and the Union desires to appeal, CSEA may, within ten (10) workdays, notify the District of the decision to submit to mediation with a mediator appointed by State Mediation and Conciliation.

33.5 Advisory Arbitration:

A. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to advisory arbitration within ten (10) workdays after receipt of the Associate Superintendent's answer in Step 4. It shall be the function

of the arbitrator to make a recommendation to the Governing Board for the resolution of the grievance.

- B. The parties shall attempt to agree upon an arbitrator within ten (10) workdays after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall immediately jointly request the State Conciliation Service to submit a panel of five (5) arbitrators. Either party may reject one (1) entire panel. Both the District and the Union shall have the right to strike two (2) names from the panel. One party shall strike the first name, the other party shall then strike a second name, the first party a third name, and other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his selection by a joint letter from the District and the Union requesting that he or she set a time and place, subject to the availability of the District and Union representatives. All arbitration hearings shall be held in Tracy, California (unless the parties mutually agree otherwise).
- C. The District and the grievant shall share equally all costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses.
- D. Either party may request a certified court reporter to record the arbitration hearing. The cost of the service and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree to do so. If the arbitrator requests a court reporter, the cost shall be shared by both parties and the court reporter shall deliver a copy of the transcript of the proceedings to the arbitrator within fifteen (15) days of the last day of the hearing. Any party to the proceeding shall be entitled to a copy of the reporter's transcript upon payment of the required fee.
- E. The arbitrator's advisory recommendation shall be presented to the District's Governing Board. The District shall present the arbitrator's decision to the Governing Board. The Governing Board shall review the arbitrator's recommendation and may review the evidence submitted at arbitration. The Governing Board may adopt the arbitrator's recommendation or modify it at its discretion. The decision of the Governing Board shall be final and not subject to review by any court or agency.
- F. Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon agreement of both parties.

### 33.6 Time Limit for Filing:

- A. No grievance shall be entertained or processed unless it is submitted within ten (10) workdays after the employee concerned has become aware or should have become aware, through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, then it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, then it shall be considered settled on the basis of the District's last answer. If the District

does not answer a grievance or an appeal thereof within the specified time limits, then the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the District and the Union representatives involved in each step.

#### **ARTICLE XXXIV** **PROGRESSIVE DISCIPLINE**

##### **34.1 General:**

- A. The District shall have the right to impose disciplinary action, both orally or written, and suspension, for just cause.
- B. This article shall not limit the District's right to evaluate or to reprimand orally or in writing or to counsel classified employees. Nor shall anything in Article XXVIII, Evaluations, limit the District's right to discipline unit members pursuant to this article.
- C. The classified employee may request the presence of CSEA representative at any meeting scheduled by an administrator where discipline is the reason for meeting.
- D. Each step of progressive discipline must be preceded by the previous step except when the Superintendent or designee determines that the misconduct justifies the skipping of steps of progressive discipline.

##### **34.2 Steps of Progressive Discipline**

- A. The steps of progressive discipline shall be followed by the District except when the Superintendent and/or designee determine that the misconduct justifies the skipping of steps of progressive discipline.

###### **STEP 1: Oral Counseling**

The Oral Counseling session shall take place between the administrator and the classified employee.

###### **STEP 2: Letter of Concern**

A Letter of Concern shall report the specific acts or omissions upon which the concern is based and shall specify the administrator's expectation for improvement. It shall not be placed in the unit member's personnel file, except as attachments to a written reprimand. The classified employee shall have the right to attach his/her statement of rebuttal to any Letter of Concern. Such statements of rebuttal shall remain with the Letter of Concern if attached to a letter of reprimand. A Letter of Concern shall also include a statement explaining that if the act/omission occurs again, further disciplinary action may be taken with the unit member.

###### **STEP 3: Letter of Warning**

A Letter of Warning shall report the specific acts or omissions upon which the concern is based and shall specify the administrator's expectation for improvement. It shall not be placed in the classified employee's personnel file, except as

attachments to a written reprimand. The unit member shall have the right to attach his/her statement of rebuttal to any Letter of Warning. Such statements or rebuttal shall remain with the Letter of Warning if attached to a Letter of Reprimand. A Letter of Warning shall also include a statement explaining that if the act/omission occurs again, further disciplinary action may be taken with the unit member.

**STEP 4: Letter of Reprimand**

A Letter of Reprimand shall report the specific acts or omissions upon which the reprimand is based and shall specify the administrator's expectation for improvement. The employee shall sign the written reprimand, only to acknowledge receipt and not to imply concurrence. All written reprimands shall include a standard statement from the District informing classified employees of the following:

1. The written reprimand shall be placed in the employee's personnel file.
2. The employee has the right to submit a written rebuttal to the written reprimand at any time, and that such rebuttal shall be permanently attached to the written reprimand.

**34.3 Suspension (General)**

- A. The District shall have the right to suspend a permanent employee without pay for just cause. The maximum length of any one such suspension shall be fifteen (15) working days. However, there shall be no limitation of the number of times that the District may suspend an employee without pay for just cause except that no employee shall be suspended without pay for just cause more than once for the identical specific incident.

**34.4 Procedure For Imposing Suspension Without Pay**

- A. Prior to suspension, the District shall give written notice to the unit member. This written notice of suspension shall be deemed sufficient if personally delivered or sent to the employee by certified mail, return receipt requested, at least five (5) working days prior to the date when the suspension is proposed to be effected.
- B. The contents of the written notice shall include, but need not be limited to, the following:
  1. A statement of the specific act and omissions upon which the suspension is based;
  2. A statement of the cause, or causes, for the action taken;
  3. If it is claimed that the unit member has violated a rule or regulation of the District, a statement of the rule or regulation;
  4. A statement of the suspension proposed, including beginning and ending date(s);

5. A statement that the unit member has the right to participate in a pre-suspension conference and a proposed date, time, and place for such pre-suspension conference;
  6. A statement that, as the alternative to (5), the employee may file a grievance with the Assistant Superintendent for Human Resources at Step Three. The filing of such a grievance shall serve as a bar against the immediate imposition of the suspension;
  7. A statement that if the unit member does not respond pursuant to (5) or (6) above, the District will impose the suspension as noticed;
  8. The pre-suspension conference, unless waived, shall take place no less than five (5) working days nor more than ten (10) working days from the date of the notice.
- C. The pre-suspension conference shall be informal. The employee shall be given the opportunity to present facts and arguments regarding the proposed suspension.
  - D. The Assistant Superintendent for Human Resources shall inform the employee of the decision to suspend or not to suspend within three (3) working days from the date of the pre-suspension conference.
  - E. Any grievance submitted by the employee must be within ten (10) working days from receipt of the Assistant Superintendent's decision.
  - F. Suspension pursuant to this Article shall not reduce or deprive the employee of seniority or health benefits.

#### 34.5 Immediate Effect

- A. Notwithstanding other provisions of the Article, a employee against whom disciplinary action is to be taken may be immediately suspended without pay upon verbal notification pending a hearing when his/her presence would be detrimental to the welfare of the District, the pupils, the public, or other employees of the District.
- B. This verbal notification shall be followed by service upon the unit member of the written notice as set forth in 34.4 A.
- C. In lieu of suspension without pay the District may place the unit member on paid administrative leave.
- D. The District shall notify CSEA of any paid or unpaid administrative leaves of absence consistent with 34.5 C.

#### 34.6 Non-Exclusivity

- A. Nothing in this Article shall limit the District right to institute dismissal, release, and/or immediate suspension and mandatory leave of absence proceedings as set for in California Education Code and this Master Agreement, nor shall discipline under this Article be regarded as a precondition to any proceedings under the California Education Code.

**ARTICLE XXXV**  
**PROFESSIONAL GROWTH PROGRAM**

35.1 Professional Growth Program: The Professional Growth Program is designed to encourage classified employees to further their education and training. Such a program will encourage classified employees to acquire new skills and abilities and thereby benefit both the employee and the District.

- A. All employees of the bargaining unit are eligible to participate in this program. Credit will not be granted for courses completed prior to the implementation of the program with the exception of employees with current approved professional growth units will carry these units forward with the understanding that future units will meet all of the criteria included in Article XXXV.

- B. Employees may earn a “one-time” professional growth stipend upon the completion of a minimum of each nine (9) career related or academic semester units of credit. All course work must be approved by the Associate Superintendent for Human Resources or his/her designee towards the “one-time” professional growth stipend and be either career-related or academic.

1. Career-related means training which is directly related to improving skills needed in the employee’s current classification or to develop skills which are required for the employee to qualify for another position in the district.
2. Academic means training which is part of the course work required to be awarded a specific degree from an accredited college or university, or to be awarded a certificate, or credential which is required in the employee’s current classification, improves the employees skills in the current classification, or qualifies the employee for another position in the District.

Course work which meets the requirements set forth in 35.1 B, may be taken at an accredited university, college, community college, adult school, approved in-service program, approved trade school, or any combination thereof. Approved workshops, institutes, lectures, and seminars which meet the criteria set forth in 35.1 B may also qualify. A grade of “C” or better is required for all units completed.

- C. Credit hours may be earned through attendance at workshops, less than semester courses, seminars, lectures, and in-service programs. The Associate Superintendent for Human Resources or his/her designee will determine if specific programs qualify as job related or approved general education courses for credit and determine the amount of credit to be awarded. Such programs must be of at least one (1) hour in duration to qualify for credit. Professional growth credit may



be earned whether the conference, seminar, workshop, etc. is district or employee paid.

1. Professional growth credit may be earned if the employee is in paid status only if one or more of the following conditions are met:
    - a. Vacation Leave, Article XXVI
    - b. Holidays, Article XXVII, including floating holidays
  2. Professional growth credit may be earned if the employee is in non-paid status only if one or more of the following conditions are met:
    - a. Training occurs on non-workdays
    - b. The conference, seminar, workshop, etc. begins and ends outside the employee's normal workday as defined in Article XI.
    - c. Unpaid leave of absence, Article XXIII
    - d. Unpaid leave of absence for retraining and study, Article XXIV
- D. Employees who have earned two (2) professional growth awards prior to October 1, 1996, may earn a maximum of two (2) additional "one-time" professional growth stipends per fiscal year.

Employees who have earned one (1) professional growth award prior to October 1, 1996, may earn a maximum of three (3) additional "one-time" professional growth stipends per fiscal year.

Employees who have not earned any professional growth awards prior to October 1, 1996, may earn a maximum of four (4) "one-time" professional growth stipends per fiscal year.

A maximum of three (3) units credit may be earned through attendance at workshops, seminars, lectures, and in-service programs. When such programs qualify for professional growth credit, the following schedule will be used as a guideline when determining the number of credits.

CREDIT HOURS	SEMESTER UNITS
1 - 3	.07 - .20
4 - 8	.27 - .53
9 - 14	.60 - .93
15 - 19	1.00 - 1.27
20 - 29	1.33 - 1.93
30 - 39	2.00 - 2.60
40 - 44	2.67 - 2.93
45 - and over	3.0

An Adult School class meeting the criteria of paragraph B and meets "X" number of hours per week per semester shall be accepted as an "X" unit class (3 hrs/class/week = 3 unit class).

- E. Employees shall be paid for each professional growth stipend earned. The payment shall be 4% of the employee's annual salary.

- F. Verification of units earned must be submitted to the Human Resources Office within 60 days following the course completion. Such verification may be unofficial until submitting a request for payment of the professional growth stipend. Payment for a Professional Growth stipend shall commence only after verification of units completed by review of an official transcript.
- G. Administration: The Professional Growth program will be administered by the District through the Human Resources Office. Decisions as to the acceptability of units will be made by the Associate Superintendent for Human Resources or his/her designee. Any course work taken for a Professional Growth stipend must have the prior approval of the Associate Superintendent for Human Resources. Prior approval is defined to be the last day for enrolling in a class.
- H. Classified Employees will receive an annual ongoing stipend in the amount of \$650 for an Associate's degree, an additional \$1,000 for a Bachelor's degree, and an additional \$1797 for a Master's degree earned from an accredited college or university. The stipend shall be prorated on a monthly basis.

Once an official transcript indicating attainment of a degree from an accredited college or university has been submitted to, and received and verified by the Human Resources Department, the annual ongoing stipend shall be effective on the first day of the month following said verification. Compensation will be prorated for the remaining months in the fiscal year.

- I. Prior approval forms for professional growth stipend applications will be developed by the Associate Superintendent for Human Resources. Employee applications for professional growth stipend must be submitted to the Associate Superintendent for Human Resources or his/her designee for prior approval. A completed copy of each approval form will be forwarded to the applicant.

An employee who has been denied approval of application may appear before the Associate Superintendent for Human Resources or his/her designee to clarify the intent of the application; however, the District will make the final decision.

## **ARTICLE XXXVI**

### **EARLY RETIREMENT BENEFITS**

- 36.1 The District will provide a health benefits allowance for classified employees who retire after attaining age fifty-five (55) and prior to age sixty-five (65) and who have ten (10) or more years of continuous employment with the District during which time the employee was eligible for district paid health benefits.

- A. For unit members who retire during the 2004-2005, 2005-2006, 2006-2007 and 2007-2008 school years, the District will pay 100% of the cost of benefits for the same plans as are offered active unit members. Unit members who retire after the 2007-2008 school year (July 1, 2008) shall be eligible to receive the same coverage as is provided to active unit members. The District shall contribute the same amount to the insurance provider as it contributes for active unit members. Such

retirees shall make arrangements for payment to the insurance provider for any additional cost beyond the district benefit cap for active unit members.

1. For the purposes of this article, “Negotiated Health Care Cap” is defined as the health benefit allowance negotiated for active employees in Article 10.1.A of the CSEA Master Agreement.
2. For purposes of this article, “Over Cap Amount” is defined as the “Cost of Benefits”, less the health care cap for CSEA Unit Members negotiated for each school year.
3. Health Care benefits for qualified CSEA unit members as per Articles X and XXXVI who retire prior to July 1, 2008 remain uncapped until the age of 65 years.

B. To be eligible for this program the employee must:

1. Have completed ten (10) consecutive years of service in the District immediately prior to retirement. District approved leave shall be considered consecutive service.
2. Have reached the age of fifty-five (55), but not passed the age of sixty-four (64) at beginning of retirement.

C. The employee will be eligible for the district-paid health benefits during early retirement only between the ages of fifty-five (55) and his/her sixty-fifth (65) birthday. Benefits provided by the District will terminate at death or at the end of the month in which the retiree becomes sixty-five (65), whichever occurs first.

D. Health benefits provided in this plan will include all health benefit coverages, such as medical care, prescription drug benefits, dental insurance, vision insurance and life insurance, as are provided by the District for active employees during the period that these early retirement benefits are provided. Coverages specifically prohibited by the insurance carrier will not be provided. Premiums for these health benefits will be paid by the District in accordance with policy relating to active employees.

36.2 The surviving spouse of a deceased retired employee shall be eligible until the 65<sup>th</sup> birthday of the deceased retiree for a health and benefit allowance through the District Health and Benefits provider, so long as the deceased retiree was eligible and participating in the District Early Retirement Program at the time of death. The Health and Benefit allowance shall be equal to that of the Health and Welfare Benefits cap for currently employed CSEA unit members as stated in Article 10.1.A. The spouse of the deceased retiree must make application in accordance with the rules and guidelines prescribed by the District’s Health and Welfare Administrator. Premium costs in excess of the Health and Welfare Benefits cap will be borne by the spouse of the deceased retiree and paid in accordance with the rules and guidelines prescribed by the District Health and Welfare Administrator.

**ARTICLE XXXVII**  
**COMPLAINTS CONCERNING EMPLOYEES**

- 37.1 A parent, guardian of a pupil, or any person who makes a complaint to the District concerning a bargaining unit member shall abide by the provisions of board policy 4215.5.

**ARTICLE XXXVIII**  
**SEVERABILITY**

- 38.1 Savings Clause: If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provisions shall be immediately suspended and be of no effect thereunder, so long as such law, rule, regulation or order shall remain in effect. Such invalidation of part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 38.2 Replacement for Severed Provision: In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- 38.3 Authority of Signatories: By affixing their respective signatures to this Agreement, the signatories indicate that they have the express authority of their respective bodies to approve and execute this Agreement.

**ARTICLE XXXIX**  
**EFFECT OF AGREEMENT**

- 39.1 It is understood and agreed that the specific provisions contained in this agreement shall prevail over any past District practice or procedure and shall prevail over state law to the extent permitted by state law. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- 39.2 It is further understood and agreed that to the extent benefits provided hereunder are mandated by state law, such benefits are not in addition to those prescribed by law, but rather are incorporated herein for the convenience of parties.
- 39.3 During the term of this agreement the Association and District waive and relinquish the right to "meet and negotiate" and agree that the parties shall not be obligated to "meet and negotiate," unless mutually agreed upon by both parties, with respect to any subject or matter whether referred to or covered in this agreement or not, even though any specific subject or matter may not have been within the knowledge or contemplation of either or both the District and Association at the time they met and negotiated on and executed this agreement, and even though such subject or matters were proposed and later withdrawn.

## **ARTICLE XL**

### **RECLASSIFICATION REQUESTS**

#### **40.1 Purpose**

The District and the classified bargaining unit believe it is important that unit members be appropriately placed in a salary range schedule or hourly rate, and that job descriptions and titles adequately describe the work performed by each employee. Because duties and responsibilities change over time, the parties have agreed to the following system to upgrade and recognize changes, which take place and shall apply to all employees.

Decisions regarding reclassifications/reallocations shall be based on substantial and permanent changes in the level of duties and responsibilities of the position assigned by the District.

An increase in the volume of work shall not be the basis for a reclassification.

The District reserves the right to initiate revisions to job descriptions, job duties, job titles, or compensation to address the current or anticipated need to have employees working out of an assigned classification. This shall not preclude the employee from seeking a reclassification/reallocation.

#### **40.2 Terms Used**

*Class/Classification*- one or more employees who share the same job title and job description. The same requirements of education, experience, knowledge, and ability are demanded of all bargaining unit members within a class/classification; substantially the same test of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

*New Classification* - Creation of a new classification to reflect a substantial set of work duties and responsibilities not currently incorporated in an existing classification.

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

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

*Upgrade or revision* district-initiated change to job descriptions, job duties, job titles, or compensation to address the current or anticipated need to have employees working out of an assigned classification.

#### **40.3 Request for Reclassification/Reallocation**

- A. Request for reclassification/reallocation may be initiated by the classified bargaining unit or by the employee. The employee must be a non-probationary classified worker (as defined in Article 28.1, Probationary Employees) and must

have been performing the work, which is the basis for the reclassification/reallocation request for at least six (6) months before the reclassification/reallocation request. To make a request for reclassification/reallocation the classified bargaining unit or the employee shall submit a request for reclassification/reallocation to the Associate Superintendent of Human Resources by December 15. The request shall include:

1. A completed reclassification/reallocation request form.
  2. A copy of the employee's current job description available from Human Resources.
  3. A copy of the proposed job description which more accurately describes the duties the employee has been performing for at least six (6) months (either a currently existing job description, a modified existing job description, or an entirely new job description).
  4. Any additional supporting documentation.
- B. The employee shall retain a copy of the reclassification/reallocation request packet and give a copy to the classified bargaining unit chapter president.
- C. An employee who has applied for or received a reclassification/reallocation may not apply for or be subject to another reclassification/reallocation within the same job classification for at least two years from the date of the last reclassification/reallocation and/or request.

#### 40.4 Reclassification/Reallocation Committee

- A. Reclassification/Reallocation committee consisting of four administrators selected by the district and four CSEA members selected by the Association will review and recommend reclassifications and reallocations to the district negotiating teams.
- B. A minimum of three members of each group must be present in order for the committee to meet and form recommendations. Should a committee member have a conflict of interest on a particular request being considered by the committee, the member shall recuse himself/herself from participation on that particular request. A conflict can include, but is not limited to, situations such as:
1. the request is from the committee member's department;
  2. the request is from the committee member's relative;
  3. the request is from an individual the committee member supervises;
  4. the committee member is in the same job classification.

Decisions will be reached by consensus of the committee. Consensus is defined as all members of the committee will support the decision of the committee. If consensus is not reached, a recommendation may also be made by majority vote. The type of decision reached will be reported as a part of the recommendation to the negotiating teams.

- C. The reclassification/reallocation committee will receive the reclassification packets and will review them based upon the following:
  - 1. The completed reclassification/reallocation request form
  - 2. Internal or external equality of other similar or related positions as necessary
  - 3. Interviews with the employee and/or employee's supervising manager
  - 4. Any other relevant information requested by the Committee
- D. The reclassification/reallocation Committee shall render a recommendation to the negotiating teams by April 1st of each year in accordance with the timeline delineated in Appendix C.

#### 40.5 Decision

- A. The Reclassification/Reallocation Committee shall notify the negotiating teams of their recommendation. The negotiating teams shall then consider the recommendation through the normal negotiating process. The District will notify the employee of the negotiated decision prior to the ratification process.
- B. The recommendation of the reclassification/reallocation committee cannot be appealed.
- C. The recommendation of the reclassification/reallocation committee is not binding upon the negotiating teams, the District Administration, or the Board of Trustees.

#### 40.6 Implementation of Approved Reclassification/Reallocation

When a position is reclassified to a different class, and the bargaining unit member in that position is the only employee who meets the qualifications, the bargaining unit member shall automatically move with the position being reclassified. If more than one bargaining unit member in the same classification is qualified, all qualified bargaining unit members within that class who are interested in the newly reclassified position shall be included in a formal selection process from which an employee shall be selected and moved into the position being reclassified.

### **ARTICLE XLI** **SUMMER SCHOOL**

- 41.1 If an employee is assigned in his/her current classification, the employee will receive salary compensation based on his/her current rate of pay. If an employee is assigned in a position other than his/her own, the employee will receive salary compensation based on the employee's current step and range of the position for which he/she is assigned.
- 41.2 The salary in place in June will be in place for the duration of summer school.
- 41.3 In order to be paid, employees must sign a summer school contract and submit an absence report for any hours and/or days absent.

- 41.4 Employees working equal to or greater than 24 days shall be paid for one additional summer school vacation day based on the number of hours per day as stated in their summer school contract.
- 41.5 Summer school employees shall be paid for the fourth of July holiday if they were in a paid status during any portion of the working day immediately preceding or succeeding the holiday, based on the number of hours per day as stated in their summer school contract.
- 41.6 The fourth of July holiday and summer school vacation day must be added to the time sheet.
- 41.7 Employees may use a maximum of one day of summer school sick leave per summer session, based on the number of hours per day as stated in their summer school contract. Any unused summer school sick leave will be added to the employee's regular sick leave allotment.

## **ARTICLE XLII**

### **YEAR ROUND EDUCATION**

42.1 **Preamble**

The parties recognize that some factors that relate to year-round education scheduling and are within the scope of bargaining may not have been identified. Should problems arise because of such unanticipated factors, the parties shall resolve differences through the Classified/District Liaison Committee.

42.2 **Assignment**

**Clerical Office Staff**

Clerical Office Staff, including Attendance Clerks and Clerk Typists shall be 12-month employees.

**Computer Technicians**

Computer Technicians shall normally be classified as 10-month employees. However, their work schedule may vary based on site needs. The work year will normally be 174 days. Additional days may be added on mutual agreement between the site administrator and employee. Site principals shall make a good-faith effort to honor the Computer Technicians scheduling request.

**Para Educators**

Para Educators shall normally be classified as 10-month employees. However, their work schedule may vary based on factors that include but are not limited to track assignment of partner teacher, grade level, special student needs, etc. The work year will normally be 174 days. Additional days may be added on mutual agreement between the site administrator and employee. Para Educators shall have the opportunity to request particular track assignments. Requests shall be considered by site principals who shall make a good-faith effort to honor the Para Educators' track assignment request.



#### Custodians

Custodians shall be on a 12-month work schedule. The District will provide assistance when dealing with tracking on tracking off, deep cleaning and vacation times.

#### Library Media Assistants

Library Media Assistants shall be on a 12-month work schedule.

#### School Supervision Assistants

School Supervision Assistant shall be on a 12-month work schedule.

#### Transportation

All Transportation issues related to Year-Round Schools, not otherwise addressed in the current master agreement, shall be addressed in the Transportation Handbook.

#### Food Service Workers

Food Service office staff including, but not limited to Secretary to Director of Food Service, Clerk Typist, and Account Clerk will be 12 month employees. One Food Service Supervisor will be 12 months. YRE School site Food Service Workers shall be 12 months.

Pursuant to Article 11.10.A, unit members who work extra time within their classification shall be paid at the same hourly rate as their current assignment.

#### 42.3 YRE Calendar

If additional days are added to the traditional calendar through legislation and/or negotiations, the YRE calendar will be adjusted accordingly.

The annual YRE school calendar shall be adjusted jointly with the Assistant Superintendent of Human Resources and the Association.

#### 42.4 Exit Language

In the event that the district decides to return a school, which is a multi-track year-round school site to a traditional calendar, it shall advise the classified staff as well as the association at least six months in advance. Negotiations will commence at that time.

#### 42.5 Initial Placement

Any unit member who occupies a position at a YRE site or for any department affected by YRE shall have the option to retain the position. Employees currently assigned at a traditional school or department which will convert to a year round format, shall have the right to request a transfer in accordance with Article XII of the current Master Agreement. Employees shall notify the District by January 15<sup>th</sup> of their desire to transfer.

If an employee does not wish to convert to year-round, the District shall post transfer requests pursuant to Article XII to enable other employees in the same classification to transfer to year-round position(s). If there are no transfer requests for year-round position(s) or none of the transfer requests are granted in accordance with Article XII, the initial traditional school employee will be placed accordingly at his/her current position at the year-round site. When future openings occur at either another year-round site or site on a traditional calendar, the employee may request a transfer pursuant to Article XII of the current Master Agreement.

YRE unit members who are assigned to a track and have children attending YRE schools shall be given priority for placing their children on a desired track.

This article will apply any time a traditional school is converted to a year-round school.

42.6 Rate of Pay

The salary schedules for classified employees for this year and subsequent years are set through the negotiation process and are defined in Appendix A of current Master Agreement

Employees assigned to a year-round site, in a twelve month position, shall be paid over twelve monthly pay periods for each school year and will earn vacation, holidays, and sick leave as twelve month employees.

No employee who is assigned to a YRE site shall suffer a loss in pay or benefits as a result of that assignment. In addition, employee assignment shall be adjusted as necessary to guarantee no loss of wages or benefits.

42.7 Substitute Service

Substitutes for employees at year round schools shall, when possible, be employees in the same classification who are either off-track or on vacation. If the employee is substituting in his/her current classification, the employee will receive salary compensation based on his/her current rate of pay. If an employee substitutes in a position of a classification other than his/her own, the employee will receive salary compensation based on the employee's current step and the range of the position for which he/she is substituting. No additional credit towards vacation/sick leave etc. will be earned due to these substitute hours. An employee may substitute during his/her unassigned hours.

It shall be the responsibility of the employees to notify the District of their intent to serve as substitutes.

42.8 Transfers

The provisions of Article XII of the current Master Agreement shall apply regarding voluntary or involuntary transfers of employees who are currently assigned to a YRE Program.

During the first year and in subsequent years of operation as a year-round school site, every reasonable effort will be made to avoid involuntarily transferring any unit member from a traditional school to a YRE site.

42.9 Vacations/Holidays

Vacation

Vacation accrual and scheduling for Classified employees affected by YRE shall be consistent with the provisions of Article XXVI and be scheduled at a time requested by employees and approved by the District. The District will make a good faith effort to meet the employee's request.

Holidays

The parties recognize that employees who are assigned to the year-round program may not receive all holidays on the days specified dependent on the particular calendar for each year-round track. YRE classified employees shall receive the same number of paid holidays as other classified employees in their classification and work year.

### **ARTICLE XLIII** **TRANSPORTATION**

- 43.1. Qualifications of Drivers: All transportation employee drivers shall possess the appropriate school bus certificate. Each driver may be provided the opportunity to receive training in order to become qualified to operate both type 1 and 2 buses. Such training shall be provided through an established training program implemented by the Director of Transportation.
- 43.2. Activity Trips:
- A. Activity trips shall be any transportation assignment other than regular home-to-school transportation for which any qualified employee of the transportation department is scheduled to perform. This does not include transporting students for regularly scheduled instructional programs such as math, therapy, etc.
  - B. All transportation employees scheduled to make activity trips shall receive two (2) hours pay at their hourly rate or overtime rate, if applicable, if the trip is cancelled after the employee reports to work.
  - C. Week day activity trips will be assigned, in a seniority order, using a list of qualified Transportation Department employee drivers during their contracted calendar year, provided the employee does not have a conflicting work or activity trip assignment as determined by the District, and is qualified to operate the equipment assigned to the trip.
  - D. Weekend/holiday activity trips will be assigned, in a seniority order, using a list of all qualified transportation employees.
  - E. Activity trip assignments shall be posted in the Transportation Department Office.
  - F. All overtime rotation list(s) will carry over from the previous school year into the new school year. The District will make every reasonable effort to assign activity trips at least one week in advance.
  - G. A transportation employee assigned to an activity trip must give prior notification to the district transportation standby employee and the activity trip supervisor if he/she plans to leave the trip destination address (as indicated by the address on the fieldtrip request form). With prior notification given, the transportation employee may travel one time per trip up to five (5) miles one way (ten miles round trip) from the trip destination for a maximum of two hours for the purpose of using a restroom and/or eating a meal. If additional time or distance is required for the circumstances stated in the previous sentence, or for emergencies defined in Article 11.11.A., the

transportation employee shall call the district transportation standby employee for exceptions to the time and/or distance limitations.

- H. If a driver has either 15 or 30 minutes where he/she has no responsibility to perform any required duties, the driver shall take his/her break during the activity trip.
- I. Prior to departure on an activity trip, the Director of Transportation or his/her designee, will provide the assigned transportation employee with information to contact the district standby employee.
- J. Transportation employees shall be paid a minimum of one (1) hour or actual hours worked, whichever is greater, for each assigned activity trip within Tracy City Limits which includes a drop off and pick up of students. On occasion, a drop off or pick up may be split between two transportation employees. If a trip is split, the transportation employee will be paid for a minimum of ½ hour or actual hours worked, whichever is greater. Transportation employees who qualify for an additional break as per Article 11.7 shall take this break as part of the activity trip.
- K. Activity Trips outside the Tracy City Limits will be paid for actual hours worked.
- L. The Director of Transportation may be excluded from following activity trip rotation if a driver has contracted time to fill or a driver would lose contracted time due to the activity trip. In addition, the Director of Transportation shall be excluded from following the rotation list if an eligible employee is absent for one of the following reasons: Vacation, Personal Necessity Leave, Bereavement, Floating Holiday, Jury Duty or Association Leave. These trips will not be counted against the employee on the activity trip rotation list. Partial trips that are not part of a driver's contracted time will not count as a rotation on the Activity Trip Rotation List. This will be considered extra time and shall be distributed as outlined in Article XI, Hours and Overtime, Section 11.8, Overtime-Equal Distribution.
- M. Refusal of Activity Trip Assignment
  - 1. Activity trips that are refused by a transportation employee shall be counted as the transportation employee's turn in rotation. On the 5<sup>th</sup> refusal, and if the trips were assigned at least 1 week in advance, the transportation employee shall be disqualified from activity trips for the remainder of the school year. On occasion, some activity trips are assigned with less than 1 week notice. These trips will count toward rotation, but will not count as part of the disqualification process.
  - 2. Once a transportation employee has accepted an activity trip, it is expected of the transportation employee to complete the trip. If the transportation employee does not meet his/her obligation to complete the activity trip, the transportation employee will be removed from the fieldtrip rotation for the remainder of the school year. Exceptions will be granted by the Director of Transportation only in the case of prearranged time off or three (3) work days' prior notice due to illness/injury reported to the Transportation Office. If a transportation employee has a urgent or compelling circumstance, not

defined above, the transportation employee may submit a letter of justification to a panel of two District personnel and two CSEA personnel to be designated by the CSEA president) to determine if the transportation employee remains on the field trip rotation list for the remainder of the school year.

3. For any trip assigned less than eight (8) working days prior to a scheduled activity, the District will make an attempt to contact an eligible transportation department employee driver in order of the unit member's placement on the activity trip rotation list. If the District is unable to contact an eligible transportation department employee driver, the District will immediately contact the next eligible unit member on the rotation list. The District will document the attempt to contact the transportation department employee driver or the acceptance or refusal of an activity trip assignment. An attempt by the District to contact an eligible transportation department employee driver counts as a turn in rotation.
  4. For any trip assigned with more than eight (8) but less than twenty (20) working days prior to a scheduled activity, the unit member must respond within fifteen (15) minutes of the attempt by the District to make contact, at which time the District will move on to the next eligible unit member on the rotation list. The District will document the attempt to contact the transportation department employee driver or the acceptance or refusal of an activity trip assignment. An attempt by the District to contact an eligible transportation department employee driver counts as a turn in rotation.
  5. For any trip assigned with more than twenty (20) or more working days prior to a scheduled activity, the unit member must respond within 24 hours of the attempt by the District to make contact, at which time the District will move on to the next eligible unit member on the rotation list. The District will document the attempt to contact the transportation department employee driver or the acceptance or refusal of an activity trip assignment.
- N. The transportation employee must report to the transportation yard to ensure enough time is allowed for the proper checkout in the type of bus assigned plus at least an additional 15 minutes to travel to the passenger pick up point. The transportation employee MUST ensure arrival to the pick-up point 15 minutes prior to departure time.

#### **ARTICLE XLIV**

#### **DURATION OF AND PROCEDURE FOR MODIFYING THIS AGREEMENT**

THIS AGREEMENT shall be effective upon ratification and execution, and shall be in full force and effect from July 1, 2018 through June 30, 2021.

For the 2019-2020 school year, the parties will be allowed up to three (3) re-openers, plus Article VIII, Pay and Allowances, and Article X, Fringe Benefits. The Association will submit their

reopeners no later than March 15, 2019. The District shall respond in writing within (30) days of receipt of the Association's reopener proposal.

For the 2020-2021 school year, the Association shall submit their proposal for a successor Agreement to the District no later than March 15, 2020. The District shall respond in writing within (30) days of receipt of the Association's successor proposal.

Representatives of the District and the Association shall, after exchange of proposals as provided above, meet and negotiate in good faith as provided by law. Five (5) representatives of the Association shall have the right to receive release time without loss of compensation when meeting and negotiating under the provisions of this article.

If the District determines the combined work schedule and negotiation schedule of a CSEA negotiating team member leads to unsafe working conditions, the District reserves the right to authorize a variation in work days in accordance with Article XI, Hours and Overtime.

\_\_\_\_\_  
Tammy Jalique, Associate Superintendent  
for Human Resources

\_\_\_\_\_  
Michael Caulfield,  
CSEA Tracy Chapter for #98 President

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
President  
Board of Trustees

\_\_\_\_\_  
Carl Walter, CSEA Labor Relations  
Representative

Date \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX A

TRACY UNIFIED SCHOOL DISTRICT  
CLASSIFIED SALARY SCHEDULE  
MONTHLY & HOURLY

Effective July 1, 2018, the salary schedule defined in Appendix A  
was increased by 3.44% for the 2018-2019 school year

	A	B	C	D	E	
RANGE	Monthly	Monthly	Monthly	Monthly	Monthly	RANGE
18	2,279.68	2,383.01	2,492.95	2,612.15	2,735.36	18
19	2,331.33	2,439.95	2,552.57	2,674.42	2,801.57	19
20	2,383.01	2,492.95	2,612.15	2,735.36	2,865.18	20
21	2,439.95	2,552.57	2,674.42	2,801.57	2,932.71	21
22	2,492.95	2,612.15	2,735.36	2,865.18	3,000.27	22
23	2,552.57	2,674.42	2,801.57	2,932.71	3,067.83	23
24	2,612.15	2,735.36	2,865.18	3,000.27	3,143.33	24
25	2,674.42	2,801.57	2,932.71	3,067.83	3,217.52	25
26	2,735.36	2,865.18	3,000.27	3,143.33	3,293.02	26
27	2,801.57	2,932.71	3,067.83	3,217.52	3,369.84	27
28	2,865.18	3,000.27	3,143.33	3,293.02	3,450.65	28
29	2,932.71	3,067.83	3,217.52	3,369.84	3,528.79	29
30	3,000.27	3,143.33	3,293.02	3,450.65	3,614.90	30
31	3,067.83	3,217.52	3,369.84	3,528.79	3,701.00	31
32	3,143.33	3,293.02	3,450.65	3,614.90	3,789.76	32
33	3,217.52	3,369.84	3,528.79	3,701.00	3,878.50	33
34	3,293.02	3,450.65	3,614.90	3,789.76	3,969.90	34
35	3,369.84	3,528.79	3,701.00	3,878.50	4,062.63	35
36	3,450.65	3,614.90	3,789.76	3,969.90	4,159.31	36
37	3,528.79	3,701.00	3,878.50	4,062.63	4,254.68	37
38	3,614.90	3,789.76	3,969.90	4,159.31	4,361.99	38
39	3,701.00	3,878.50	4,062.63	4,254.68	4,462.66	39
40	3,789.76	3,969.90	4,159.31	4,361.99	4,571.28	40
41	3,878.50	4,062.63	4,254.68	4,462.66	4,674.61	41
42	3,969.90	4,159.31	4,361.99	4,571.28	4,792.49	42
43	4,062.63	4,254.68	4,462.66	4,674.61	4,903.76	43
44	4,159.31	4,361.99	4,571.28	4,792.49	5,022.97	44
45	4,254.68	4,462.66	4,674.61	4,903.76	5,142.20	45
46	4,361.99	4,571.28	4,792.49	5,022.97	5,265.40	46
47	4,462.66	4,674.61	4,903.76	5,142.20	5,391.22	47
48	4,571.28	4,792.49	5,022.97	5,265.40	5,521.03	48
49	4,674.61	4,903.76	5,142.20	5,391.22	5,649.52	49
50	4,792.49	5,022.97	5,265.40	5,521.03	5,789.94	50
51	4,903.76	5,142.20	5,391.22	5,649.52	5,926.37	51
52	5,022.97	5,265.40	5,521.03	5,789.94	6,070.76	52
53	5,142.20	5,391.22	5,649.52	5,926.37	6,212.49	53
54	5,265.40	5,521.03	5,789.94	6,070.76	6,367.47	54
55	5,391.22	5,649.52	5,926.37	6,212.49	6,518.48	55
56	5,521.03	5,789.94	6,070.76	6,367.47	6,680.08	56
57	5,649.52	5,926.37	6,212.49	6,518.48	6,836.38	57
58	5,789.94	6,070.76	6,367.47	6,680.08	7,007.24	58
Standby time shall be compensated at the rate of \$5.00 per hour.						

Contract reflects TA's and CSEA ratification on February 7, 2019;  
Board approved: February 26, 2019 for the following Articles:  
Article VII, Article VIII, Article X, Article XI, Article XIII,  
Article XXXIII, Article XXXIX, and Article XLIV.

**TRACY UNIFIED SCHOOL DISTRICT  
CLASSIFIED SALARY SCHEDULE  
MONTHLY & HOURLY**

Effective July 1, 2018, the salary schedule defined in Appendix A  
was increased by 3.44% for the 2018-2019 school year

	A	B		C	D	E	
<b>RANGE</b>	<b>Hourly</b>	<b>Hourly</b>		<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>RANGE</b>
18	13.15	13.74		14.38	15.07	15.77	18
19	13.45	14.07		14.74	15.43	16.17	19
20	13.74	14.38		15.07	15.77	16.53	20
21	14.07	14.74		15.43	16.17	16.89	21
22	14.38	15.07		15.77	16.53	17.31	22
23	14.74	15.43		16.17	16.89	17.73	23
24	15.07	15.77		16.53	17.31	18.13	24
25	15.43	16.17		16.89	17.73	18.56	25
26	15.77	16.53		17.31	18.13	18.97	26
27	16.17	16.89		17.73	18.56	19.47	27
28	16.53	17.31		18.13	18.97	19.91	28
29	16.89	17.73		18.56	19.47	20.39	29
30	17.31	18.13		18.97	19.91	20.85	30
31	17.73	18.56		19.47	20.39	21.36	31
32	18.13	18.97		19.91	20.85	21.85	32
33	18.56	19.47		20.39	21.36	22.37	33
34	18.97	19.91		20.85	21.85	22.92	34
35	19.47	20.39		21.36	22.37	23.44	35
36	19.91	20.85		21.85	22.92	24.01	36
37	20.39	21.36		22.37	23.44	24.56	37
38	20.85	21.85		22.92	24.01	25.18	38
39	21.36	22.37		23.44	24.56	25.75	39
40	21.85	22.92		24.01	25.18	26.39	40
41	22.37	23.44		24.56	25.75	27.00	41
42	22.92	24.01		25.18	26.39	27.63	42
43	23.44	24.56		25.75	27.00	28.29	43
44	24.01	25.18		26.39	27.63	28.97	44
45	24.56	25.75		27.00	28.29	29.65	45
46	25.18	26.39		27.63	28.97	30.39	46
47	25.75	27.00		28.29	29.65	31.10	47
48	26.39	27.63		28.97	30.39	31.82	48
49	27.00	28.29		29.65	31.10	32.59	49
50	27.63	28.97		30.39	31.82	33.37	50
51	28.29	29.65		31.10	32.59	34.20	51
52	28.97	30.39		31.82	33.37	35.04	52
53	29.65	31.10		32.59	34.20	35.82	53
54	30.39	31.82		33.37	35.04	36.75	54
55	31.10	32.59		34.20	35.82	37.59	55
56	31.82	33.37		35.04	36.75	38.54	56
57	32.59	34.20		35.82	37.59	39.46	57
58	33.37	35.04		36.75	38.54	40.40	58
Standby time shall be compensated at the rate of \$5.00 per hour.							



**CLASSIFIED EMPLOYEES JOB TITLES AND SALARY RANGES**

<b>JOB TITLE</b>	<b>RANGE</b>
Academies Secretary	30
Account Clerk Assistant	26
Account Clerk	35
Account Technician/Facilities	40
Accounting Specialist	40
Administrative Assistant to the Coordinator of Instructional Media Services	36
Adult School Attendance Technician	34
Adult School Evening Secretary	36
Adult School Financial Secretary	38
Adult School Registrar/Testing Technician	36
Adult School Security Person	31
Assessment Specialist	40
Assistant to the Administrative Secretary of Educational Services	34
Assistant to the Director of Transportation	35
Bilingual Preschool Site Supervisor	36
Bus Aide	24
Bus Driver	38
Bus Driver/Custodian	38
Bus Driver/Custodian/Groundskeeper	38
Career Education Technician	32
Categorical Funds and Grants Budget Accountant	36
Clerk Typist I	23
Clerk Typist II	27
Computer and Network Technician	55
Computer Assessment Tech.	26
Computer Software Tech.	27
Computer Specialist	30
Custodian, Daytime YRE Lead	35
Custodial Leadman/Supervisor	42
Custodial/Security Person I	31
Custodian I	31
Custodian II	35
District Resource Assistant	27
Driver Trainer/Dispatcher	48
Driver/Dispatcher	38
Elementary Attendance Asst.	21
Elementary Attendance Clerk	28
Facilities Accountant/Analyst	52
Facilities Department Secretary	36
Facilities Technician	40
Facilities Use Coordinator	40
Food Service Delivery Driver	31
Food Service Supervisor	34

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<b>JOB TITLE</b>	<b>RANGE</b>
Food Service Meal Account Technician	28
Food Service Technician	36
Food Service Warehouseman/Delivery Driver	35
Food Service Worker	22
Food Service Worker II	24
Groundkeeper/Heavy Equipment Operator	36
Grounds Leadman/Supervisor	52
Groundskeeper I	33
Health Technician/LVN	39
High School Administrative Secretary	32
High School Attendance Clerk	26
High School Attendance Secretary	31
High School Counseling Secretary	30
High School Custodian/Groundskeeper	33
High School Custodial Supervisor/Maintenance Mechanic	50
High School Library Technician	31
High School Operations Supervisor	48
Interactive TV Coordinator	23
Irrigation Specialist/Grounds Mechanic	36
Irrigation Specialist/Bus Driver/Custodian	38
ISET SIS/CALPADS Data Analyst	53
ISET Technician Level I	53
ISET Technician Level II	56
ISET Technician Level III	58
K-8 Library Technician	30
Maintenance Custodian	36
Maintenance Electrician	52
Maintenance Leadman/Supervisor	53
Maintenance Mechanic	48
Maintenance Specialist (HVAC)	52
Maintenance Specialist (Welder)	52
Mechanic	49
Mechanic Specialist	52
Mathematics Para Educator	24
Media Services Clerk	27
Media Services Specialist - Library Technology	31
Media Services Specialist - Textbook Acquisitions	31
Media Services Technician	34
Media Services Warehouse Clerk	25
Middle School Attendance Clerk	31
Migrant Ed.Instructional Aide	24
Migrant Ed.Sec.School Adv.	41
Painter/Glazier	48
Para Educator for Therapeutic Behavior	31
Para Educator I	24
Para Educator I, Bilingual	24

<b>JOB TITLE</b>	<b>RANGE</b>
Para Educator I, IEP	24
Para Educator I, Kindergarten	24
Para Educator I, Special Education	24
Para Educator II	30
Paraprofessional, Adult Education	24
Para Educator, Mathematics	24
Paraprofessional II, Adult Education	30
Parent Liaison	28
Payroll Technician	52
Preschool Instructor	30
Preschool Para Educator I	24
Program Specialist-Native Amer.	28
Purchasing Clerk	33
Purchasing Specialist	40
Reader for Legally Blind	24
Registrar	35
Registrar Asst.	28
School Health Clerk	23
School Security Person	31
School Security Person II	35
School Security Person/Groundskeeper	31
School Site Budget Clerk	28
School Supervision Asst.	21
Secretary to Assistant Principal for Administration	32
Secretary to Assistant Principal for Instruction	30
Secretary to Director of Adult and Career and Technical Education	40
Secretary to Director of Alternative Programs	40
Secretary to Director of Curriculum & Student Services	40
Secretary to the Director of Curriculum, Accountability and Special Programs	40
Secretary to Director of Special Education	40
Secretary to Director of Finance	36
Secretary to Director of Food Services	40
Secretary to the Director of Instructional Media Services and Curriculum	40
Secretary to Director of ISET	36
Secretary to Director of Transportation	36
Secretary to Director of Staff Development	40
Secretary to Health Services	32
Secretary to Independent Study & Home School Programs	30
Secretary to Maintenance, Operations & Transportation	40
Secretary to Prevention Services	32
Secretary to the Principal of Community Day and Continuation School	36
Site Supervisor – Early Child Care and Development Center	36
Special Education Accounts Secretary	34
Special Projects Secretary	36
STEPS Childcare Asst.	27
STEPS Clerk Typist II	27

<b>JOB TITLE</b>	<b>RANGE</b>
Student Body Bookkeeper/Health	34
Student System Technician	50
Student Teen Educational & Parenting Support (S.T.E.P.S.) Early Childhood Development Assistant	22
Student Teen Educational & Parenting Support (S.T.E.P.S.) Early Childhood Development Instructor	30
Student Teen Educational & Parenting Support (S.T.E.P.S.) Early Childhood Development Site Supervisor	36
Student Teen Educational & Parenting Support (S.T.E.P.S.) Early Childhood Development Associate Instructor	24
Technology Specialist	40
Translator/Clerk Typist	28
Translator Interpreter Specialist	32
Transportation Assistant	33
Transportation Service Worker	31
Utility Person I	31
Utility Person II	35
Utility Person III	38
Warehouse Delivery Driver	35
Warehouse Supervisor	40

## REQUEST FOR RECLASSIFICATION/REALLOCATION

A request for reclassification/reallocation may be initiated by management, bargaining unit, or by the employee. The employee must be a permanent classified worker and must have been performing the work, which is the basis for the reclassification request for at least six (6) months before the reclassification/reallocation request. To make a request for reclassification/reallocation, management, bargaining unit, or employee shall submit a request for reclassification to the Associate Superintendent for Human Resources by December 15. A copy shall be sent to the CSEA Chapter President and it is recommended that the employee keep a copy for his/her files. Forms are available from the school sites, personnel office, or bargaining unit representative.

### Reclassification/Reallocation Process Time Line

Forms available year round.

December 15	Reclassification/reallocation applications due to Associate Superintendent for Human Resources, CSEA Chapter President, and retain a copy for personal file
Jan. 1 - Jan. 15	Committee members identified by TUSD and CSEA
Jan. 16 - April 1	Reclassification/reallocation committee meets and makes recommendations to the negotiating teams.
April 2 - May 14	Negotiating teams will meet and seek agreement. CSEA will submit recommendation for ratification from the membership.
May 15-June 30	Associate Superintendent for Human Resources forwards the ratified agreement to the governing board for a final decision no later than the second regular board meeting in June.

Contract reflects TA's and CSEA ratification on February 7, 2019; Board approved: February 26, 2019 for the following Articles: Article VII, Article VIII, Article X, Article XI, Article XIII, Article XXXIII, Article XXXIX, and Article XLIV.

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

EMPLOYEE NAME: \_\_\_\_\_

SITE: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

CURRENT CLASSIFICATION/RANGE: \_\_\_\_\_

REQUESTED CLASSIFICATION/RANGE: \_\_\_\_\_

NUMBER OF YEARS/MONTHS IN CURRENT CLASSIFICATION/RANGE: \_\_\_\_\_

NOTE: Pursuant to Article XL, Reclassification Requests, an employee who has applied for or received a reclassification/reallocation may not apply for or be subject to another reclassification/reallocation within the same job classification for at least two years from the date of the last reclassification/reallocation and/or request.

- I. Indicate the duties you are performing on an on-going basis which you believe to be OUTSIDE your current classification/JOB DESCRIPTION.  
(Please type or print.)

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(attach additional pages if necessary)

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

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**TRACY UNIFIED SCHOOL DISTRICT  
RECLASSIFICATION/REALLOCATION REQUEST FORM (page 2 of 2)**

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

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I request an interview with the reclassification committee

☐ Yes      ☐ NO

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Employee's Signature\*

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Date

***\*NOTE: Employee should submit completed form to the Associate Superintendent of Human Resources and the CSEA President (we suggest that you keep a copy for your files) no later than December 15. Attach a copy of your current job description; a copy of the proposed job description; or any additional supporting documentation.***

**The request shall include the following documents:**

- ☐ a completed reclassification/reallocation request form
- ☐ a copy of your current job description
- ☐ a copy of your proposed job description
- ☐ any additional supporting documentation

Revised: 3/10/06

Revised: 12/8/15

ADDITIONAL HOURS/EXTRA TIME/STIPENDS

A.	Supervisor in Charge of Tickets (Football)	\$60 per game night
B.	Ticket Selling-First Window	\$50 per game night
C.	Ticket Selling Second and Third Windows	\$40 per game night
D.	Visitor's Locker Room Supervision And Bus Chaperones	\$40 per game night
E.	Facilities use open-and-close stipend on designated holidays (New Year's Day, Christmas Day, Thanksgiving Day, Easter Day, July 4 <sup>th</sup> )	\$100 per open-and-close



## PLANNED VACATION DAYS CALENDAR

20XX / 20XX

<p>Employee Name _____</p> <p>0.00 Hrs. (0 Days)</p> <p>Carry Over Vacation From 20XX/20XX <i>Subject to information available as of May 1</i></p> <p>0.00 Hrs. (0 Days)</p> <p>Vacation Allocation Estimated For 20XX/20XX Based On Hire Date And Contract Information</p> <p>0.00 Hrs. (0 Days)</p> <p>TOTAL Number Of Vacation Hours To Be Used By June 30, 20XX <i>This Total Does NOT Include Floating Holiday or Additional Day of Vacation *</i></p> <p>Employee Signature: _____</p> <p>Date: _____</p> <p>Approved by Supervisor: _____</p> <p>Date: _____</p> <p><i>All dates including revisions must be approved and signed by the employee and supervisor.</i></p>	<p><b>JULY - 20XX</b></p> <table border="1"> <tr><th>Sun</th><th>Mon</th><th>Tues</th><th>Wed</th><th>Thurs</th><th>Fri</th><th>Sat</th></tr> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </table> <p><b>AUGUST - 20XX</b></p> <table border="1"> <tr><th>Sun</th><th>Mon</th><th>Tues</th><th>Wed</th><th>Thurs</th><th>Fri</th><th>Sat</th></tr> <tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr> </table> <p><b>SEPTEMBER - 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☐ Holiday  
☐ Weekend  
☐ Vacation May Not Be Approved Depending On Needs of Department/Site  
☐ Vacation Requested  
☐ Vacation Used

On or Before May 1st: Employee Will Receive Blank Calendar for Completion  
 On or Before May 13th: Employee Will Submit Completed Calendar to Supervisor for Approval  
 On or Before May 31st: Employee Will Receive Copy of Approved Calendar, or a Request for Revision

\* Floating Holiday and additional day of vacation (75+ Sick Days; as per Article XXVI) are not included on this calendar.  
 Submit request for Floating Holiday and/or additional day of vacation in accordance with instructions and requirements noted on Notice or Request for Classified Leave Form

TRACY UNIFIED SCHOOL DISTRICT  
NOTICE OR REQUEST FOR CLASSIFIED LEAVE

Name: \_\_\_\_\_ ID# \_\_\_\_\_ Today's Date: \_\_\_\_\_

Work Location: \_\_\_\_\_ Date(s) of Leave \_\_\_\_\_

**NOTE: Unless stated otherwise, notice/request shall be submitted 72 hours in advance except in cases of emergency.**

I am **NOTIFYING** the District that I need to be absent on the above date(s) for the following reason:

- \_\_\_ **BEREAVEMENT LEAVE** (No Deduction-Max 3-5 days depending on travel miles)  
Relationship to Employee \_\_\_\_\_ Services Location \_\_\_\_\_
- \_\_\_ **MATERNITY LEAVE** (30 days advance notice.) Deduction from sick leave. Attach Doctor's note.
- \_\_\_ **PERSONAL NECESSITY LEAVE** (Sick Leave Deduction-MAX. 8 DAYS)  
 \_\_\_ Death or serious illness of immediate family.  
 \_\_\_ Accident involving person or property of employee or immediate family.  
 \_\_\_ Required Legal Meetings/Required Appearances in Court (Not brought on through  
 connivance conduct of unit member.)  
 \_\_\_ Urgent & Compelling Reasons – (Maximum one day) Advance notice of less than 72 hours is acceptable
- \_\_\_ **LABOR CODE 233** (Sick Leave Deduction) Reason \_\_\_\_\_
- \_\_\_ **OTHER:** \_\_\_\_\_

**OR**

I request **APPROVAL** to be absent on the above date(s) for the following reason:

- \_\_\_ **FLOATING HOLIDAY** (Max 1 day) (submit request 2 working days prior & have min. of 6 mos. service)
- \_\_\_ **PERSONAL NECESSITY LEAVE** (72 hours in advance. Deduct from sick leave.)  
 \_\_\_ Personal Business Leave (Unexpected, unavoidable personal obligation which requires the employees  
 immediate attention during the normal working day.)  
**LIST GENERAL REASON:** \_\_\_\_\_  
 \_\_\_ Death of a member of his/her immediate family, or serious illness of any other member of his/her  
 immediate family as defined in Article XIII (Bereavement Leave). Relationship: \_\_\_\_\_  
 \_\_\_ Accident involving person or property of employee or immediate family.
- \_\_\_ **Non-Paid Leave.** Daily absence; Personal business; not allowed as charge to sick leave.  
 List Reason: \_\_\_\_\_
- \_\_\_ **Other: List Reason** \_\_\_\_\_

**DO NOT** use this form for Sick Leave, Unit Member's medical appointments, or Vacation Leave. Follow procedures established at each Site and /or in Master Agreement.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal/Supervisor's Recommendation: \_\_\_ None Required \_\_\_ Recommended \_\_\_ Not recommended

Principal/Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Assoc. Supt/Human Resources' Approval: \_\_\_ None Required \_\_\_ Approved \_\_\_ Not Approved

Assoc. Supt's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

DISTRIBUTION: Yellow, Payroll Pink, Employee Blue, Supervisor White, Human Resources Revised 09/26/17