
MASTER CONTRACT

Between

**RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #629**

November 1, 2021 through October 31, 2024

FOR THE BOARD OF EDUCATION



Adriana Griffin, President
Board of Trustees

Dated: 08/24/22

FOR THE ASSOCIATION



Jeff Johnson
President



Veronica Sanchez
Exclusive Representative

Dated: 8/15/22

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PREAMBLE

This is an Agreement between the RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT (hereafter "District") and CHAPTER #629 of the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (hereafter "CSEA" or "Association") and is effective with its execution by the parties.

ARTICLE I

EFFECT OF AGREEMENT

It is understood that the specific provisions contained in this Agreement shall prevail over District practices and procedures and the state laws only to the extent permitted by state law.

ARTICLE II

MANAGEMENT RIGHTS

The District reserves, as its exclusive right and prerogative, to act in all matters not specifically enumerated herein, retaining all powers and authority to direct, manage, and control to the fullest extent of the law; provided that in the event of an emergency, the District retains its right to take reasonable action in dealing with said emergency. An emergency shall be a natural disaster, an act of civil strife, or other event rendering normal operations of the District to be substantially impaired.

ARTICLE III

RECOGNITION AND ORGANIZATIONAL RIGHTS

1. Recognition

- 1.1 The District confirms its recognition of CSEA as the exclusive representative of all classified employees of the District except those formally designated as confidential, supervisory, management, substitutes, and/or limited term employees.
- 1.2 Upon hire, HR will provide name and contact information of CSEA site representatives to new employees. HR will notify CSEA rep of new employee's name, position and projected start date. The CSEA site rep will be allowed to meet with new employees on proposed start date for up to 30 minutes with the purpose of campus and position orientation.

2. CSEA Rights - CSEA shall have the following rights in addition to any other portion of this agreement.

- 2.1 The right of access at times not in conflict with regularly assigned duties and responsibilities to the areas in which employees work.
- 2.2 The right to use without charge institutional bulletin boards, mailboxes, and the use of the school mail system, and other District means of communication for the purpose of posting or transmission of information or notices concerning CSEA matters. Such materials shall not be slanderous or libelous in relation to the Board, District Personnel or District programs.
- 2.3 The right to use without charge institutional equipment, facilities, and buildings at reasonable times, provided that prior approval is obtained to avoid interference with District programs.
- 2.4 Except for records pertaining to recommendations and other pre-employment records, the right to review employees' personnel files and any other records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the employee.
- 2.5 The right to be supplied, upon request of CSEA's Chapter President(s), with a complete seniority roster of all bargaining unit employees on the effective date of this Agreement, and every year thereafter for the life of the Agreement.
- 2.6 Chapter Officers shall be permitted appropriate release time to deal with CSEA/District business. Any officer

or designee who needs to leave their work site to deal with CSEA/District business will notify the Superintendent's office.

- 2.7 Distribution of Contract: Within thirty (30) days after the execution of this contract, the District shall print or duplicate without charge, a copy of this contract for every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this agreement shall be provided, without charge, a copy of this agreement by the District. Each employee in the bargaining unit shall be provided by the District without charge, a copy of any written changes agreed to by the parties of this agreement during the life of this agreement.
- 2.8 With prior notice to the Superintendent, the right of release time for bargaining unit employees to attend afternoon Chapter meetings, as long as they do not disrupt the necessary District operation.
 - 2.8.1 Supervisors are to be given advanced notice of any meetings taking place during normal working hours. The supervisor will grant such use of time if the employee's job duties are sufficiently addressed.

ARTICLE IV

TERM

1. This Agreement shall remain in full force and effect from November 1, 2021 up to and including October 31, 2024 or until another master contract is executed between the District and the Association, whichever occurs later.
2. Annual reopeners for the 2022-2023, contract years shall be limited to the following:
 - 2.1 Compensation (Article VI)
 - 2.2 Insurance Benefits (Article XI)
 - 2.3 Leaves (Article XIII)
 - 2.4 Educational Incentive Program (Article XVI)
 - 2.5 Vacations (Article XVIII)
3. The negotiation process for the annual reopeners of a successor Agreement shall commence upon the submission of a written request of CSEA by September 1 annually.

ARTICLE V

SAVINGS PROVISION

1. If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District, which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.
2. In the event of suspension or invalidation of any Article or Section of this Agreement, the Parties agree to meet and negotiate as soon as possible after such determination becomes known to the Parties for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE VI

COMPENSATION

1. The CSEA salary schedule for unit members shall be increased by 10% for the 2022-2023 school year (Appendix A). Unit members may elect, pursuant to District and County Office procedures, to be paid on an eleven (11) monthly check cycle or eleven (11) monthly check cycle with a deferred summer check.
 - 1.1 Employees will receive a \$2,000 one-time payment if employed through the end of the 2021-2021 school

year at the first check of their 2022-2023 paycheck.

- 1.2 Employees will receive another \$2,000 payment in December of 2022 if employed through December 2022 from the beginning of the 2022-2023 school year.
- 1.3 Move ELL Paraeducator position from Range 14 to Range 19 effective with the 2022-2023 school year.
2. Mileage and expense reimbursement shall be provided in accordance with Federal Mileage Reimbursement Rate.
3. Damaged Personal Property
 - 3.1 The Red Bluff Union Elementary School District will pay the cost of replacing or repairing property of an employee limited to eyeglasses, hearing aides, dentures, watches, or clothing required for the position worn or carried by the employee when such property is damaged in the line of duty without fault of the employee.
 - 3.2 Reimbursement by the District shall augment and not replace personal insurance coverage. The combination of personal reimbursement and District reimbursement shall not exceed the total current value of the property in question or \$1,000.
 - 3.3 If disagreement exists regarding the value of the damaged property, a third party mutually agreeable to the District and the employee shall determine the value of the property in question.
4. Longevity Pay
 - 4.1 Longevity is defined as years of service with the Red Bluff Union Elementary School District. Step raises and longevity increments shall be paid as earned per this agreement on steps within the salary schedule. All bargaining unit members shall be eligible for longevity increments that are based on years of service in the Red Bluff Union Elementary School District and shall not be prorated.
 - 4.2 An employee hired at any time during the current school year will automatically roll to the next step on the salary schedule the following school year.
5. Payment for District Service
 - 5.1 Unit members will be compensated as "extra time" if it falls outside of the normal duty schedule. Service must be "pre-approved" by Site Administration or direct supervisor.
 - 5.2 A stipend equal to the number of hours of a presentation or training at a District in-service or training shall be provided to the presenter or trainer for their preparation time. This will be for out of school hours prep time.

ARTICLE VII

EMPLOYEES DISABLED AND/OR HANDICAPPED

1. In the event that a permanent employee becomes unable to perform the duties of their assignment because of illness or injury, the District will make an effort to assign the employee to a position which is within the new capabilities of the employee.
2. Such assignments may be either an existing job assignment or may be newly created positions legitimately needed by the District.
3. In the event that the assignment is new to the District, the District and the Association will meet to determine the job responsibilities and the salary placement of the new position.
4. The affected employee may refuse any such offer of continued employment. The District is under no obligation to make alternative offers.

ARTICLE VIII

EMPLOYEE RIGHTS

1. Performance Evaluations (See Appendix C)

1.1 Completion dates for evaluation

1.1.1 All regular classified employees shall be evaluated by their immediate supervisor(s) on a form agreed upon by the DISTRICT and CSEA in accordance with the following schedule:

1.1.1.1 Probationary employees: may be evaluated any time, but in any case, within six (6) calendar months.

1.1.1.2 Permanent employees: at least once each year, no later than May 15 of that year

1.1.1.3 A final evaluation shall be made on all persons who separate, transfer, promote or demote voluntarily.

1.1.1.4 If a transfer is made less than forty (40) working days prior to a regular evaluation, the regular evaluation will be made by the former supervisor. The new supervisor may submit a special evaluation, if desired.

1.2 Procedure to be followed

1.2.1 Performance evaluation reports shall be made on forms agreed upon by the District and CSEA, which shall be prepared by the employee's immediate supervisor. (Appendix C)

1.2.2 The immediate supervisor shall present and discuss the performance evaluation report with the employee. The evaluation form shall be signed by the employee and they shall be given a signed copy.

1.2.3 Performance evaluation reports shall be filed in the employee's personnel file and shall be available for review, subject to existing Education Code time limits in connection with disciplinary actions.

1.2.4 Evaluation procedures for all sites shall be uniform.

1.3 Special evaluations

1.3.1 At any time, a principal may, with the approval of the Superintendent, issue to an employee, a Notice of Commendation or a Notice of Unsatisfactory Service. Such notices shall be made on forms provided by the District and shall set forth specific reasons for recognition of outstanding or unsatisfactory service by the employee.

1.3.2 They shall be delivered to the employee personally by their immediate supervisor whenever practicable.

1.4 Access to records

1.4.1 Classified employees shall have the right to inspect material in their personnel files on request, with the exception of material obtained prior to employment.

1.5 Unsatisfactory evaluation procedure

1.5.1 All personnel evaluations are strictly confidential and for intra-district use only. Any employee who has areas needing improvement or who receives an unsatisfactory evaluation must develop a Plan for Improvement with the employee's supervisor. The supervisor will list the areas needing improvement and both the supervisor and employee indicate what each agree is necessary to implement the plan, and by when. Additionally, any employee who receives an unsatisfactory evaluation shall have the right to be reevaluated after thirty (30) calendar days of their initial evaluation or at the end of the agreed upon time-line for the Plan for Improvement. If the subsequent evaluation is unsatisfactory, the

employee shall be subject to discipline up to and including dismissal from the classified service. An employee dismissed under this provision shall have the right to appeal in accordance with state law.

1.6 Appeals

1.6.1 If an employee is not satisfied with their performance evaluation, they may appeal to the next immediate supervisor. Further appeal will go to the Superintendent. If the employee is not satisfied, then the appeal may go to the Governing Board.

2. Annual Status Report

2.1 Each classified employee shall annually receive a report indicating their current status regarding sick leave and vacation leave. This report shall be distributed by October 31 of any given year.

2.2 If the employee deems the information to be incorrect, they shall check the discrepancy (if any) with the Director of Human Resources.

ARTICLE IX

GRIEVANCE PROCEDURE

1. Definitions

1.1 A "grievance" is a formal written allegation by a grievant(s) that they have been directly affected by a violation of the specific provisions of this Agreement.

1.2 A "grievant" may be an employee of the District and/or CSEA.

1.3 A "day" is any day in which the central administration office of the District is open for business.

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

2. Grievance Levels

2.1 Time Lines

2.1.1 Grievances must be filed, in writing, within twenty (20) days after the incident giving rise to the grievance. Failure to do so will be grounds to dismiss the grievance.

2.2 Informal Level

2.2.1 The parties agree to make every effort to resolve a grievance and/or potential grievance at the earliest level possible.

2.2.2 Grievant(s) will discuss informally the grievance with the manager or supervisor at the lowest appropriate level.

2.2.3 The immediate supervisor will propose a remedy within five (5) working days.

2.2.4 In the event that the grievant is dissatisfied with the proposed decision at this level, they will have twenty (20) working days from the date on the proposed informal decision to file a formal grievance.

2.3 Level I – Immediate Supervisor's Level

2.3.1 All grievances must be filed at the lowest appropriate level, usually with the immediate supervisor.

2.3.2 Once a grievance has been filed with the immediate supervisor, the immediate supervisor will meet with the parties to the grievance prior to rendering their decision.

2.3.3 The immediate supervisor will communicate their decision to the employee in writing within ten (10) days after receiving the complaint.

2.4 Level II – Superintendent's Level

2.4.1 The grievant may appeal the Level I decision, in writing, to the Superintendent within ten (10) days after receiving the decision at Level I; or, if the supervisor fails to respond within the ten (10) days, may request a meeting. A copy of the appeal shall be furnished to the supervisor.

2.4.2 The Superintendent, or Superintendent's designee, shall render a decision within ten (10) days and will communicate the decision, in writing, to the grievant.

2.5 Level III – Board Level

2.5.1 The grievant may appeal the Level II decision, in writing, to the Board within ten (10) days after receiving the decision at Level II; or, if the Superintendent fails to respond within the ten (10) days, may request a meeting. A copy of the appeal shall be furnished to the Board.

2.5.2 The Board will set up a meeting at a time that is mutually convenient for the District, the employee, and the CSEA representative.

2.5.3 The Board shall render its decision within ten (10) working days after the meeting.

2.6 Level IV – Mediation

2.6.1 If not satisfied with the decision at Level III, the grievant, within ten (10) days of the Level III decision, may request CSEA to submit the grievance to mediation.

2.6.2 CSEA, by written request to the Superintendent or designee within ten (10) days of the above request of the grievant, may submit the grievance to mediation.

2.6.3 CSEA and the District shall thereupon secure the services of a mediator from the California State Mediation and Conciliation Service.

2.6.4 During the pendency of mediation, the time lines for further processing of grievances shall be stayed.

2.7 Level V – Arbitration

2.7.1 If not satisfied with the decision at Level III and if Level IV is not successful, the grievant, within ten (10) days of the conclusion of Level IV, may request, in writing, that CSEA submit the grievance to arbitration.

2.7.2 CSEA, by written notice to the Superintendent within ten (10) days of the above request of the grievant, may submit the grievance to arbitration.

2.7.3 CSEA and the District shall, by mutual agreement, select an arbitrator. The parties shall request the California State Conciliation Service to supply a list of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one remains. The order of striking shall be determined by lot.

2.7.4 In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by discussion with the parties and by referring to the written grievance and the answers thereto at each step. It is agreed and understood that neither party may raise a new issue, which was not discussed in previous levels.

2.7.5 After the hearing, and after both parties have been given an opportunity to make written arguments, the arbitrator shall submit their findings and decision to both parties.

- 2.7.6 The arbitrator shall have no power to add to, subtract from, or modify the terms of the agreement, nor shall the arbitrator be empowered to render a decision on issue(s) not before the arbitrator.
- 2.7.7 The decision of the arbitrator shall be final and binding on all parties.
- 2.7.8 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel, and subsistence expenses, and the cost of any hearing room, shall be borne equally by the District and CSEA. All other costs will be the burden of the party incurring them.
- 2.7.9 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

3. General Provisions

- 3.1 If the same grievance is made by more than one (1) grievant, one (1) grievant, on their own behalf and on behalf of all the other grievant(s), may process the grievance for all grievant(s). Names of all grievant(s) must appear on all documents related to the grievance.
- 3.2 All grievances shall contain a clear, concise statement of:
 - 3.2.1 The contract provision in question.
 - 3.2.2 The circumstances in which the grievance is based.
 - 3.2.3 The grievant(s) involved.
 - 3.2.4 The remedies sought.
- 3.3 All grievances must be submitted on District forms.
- 3.4 No grievance resolution will be final until ten (10) days after the CSEA has been notified of the tentative resolution at Levels I and II and has had an opportunity to respond.
- 3.5 A grievant may present grievances and have them adjusted without the intervention of the CSEA at Levels I and II. The grievant may terminate the grievance at any time by giving written notice to the District. A grievance may not be appealed to Level II without the consent of the grievant(s).
- 3.6 If any grievance meeting or hearing is scheduled during the school day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be granted reasonable release time.
- 3.7 A grievant may bring a conferee of their choice to all meetings, in addition to their CSEA representative, provided, however, that the grievant must be physically present.
- 3.8 CSEA representatives acting in this capacity shall be granted reasonable release time for the processing of grievances.
- 3.9 All time lines contained within this procedure, except for Section 2.1, may be waived by mutual agreement of the Parties.

ARTICLE X

HOLIDAYS

- 1. Holidays for classified employees shall be as follows:

1.1 July 4	Independence Day
1.2 September – First Monday	Labor Day
1.3 November 11 – or date observed	Veteran's Day
1.4 November – Wednesday of Thanksgiving	Thanksgiving
1.5 November – Thursday of Thanksgiving	Thanksgiving
1.6 November – Friday of Thanksgiving	Thanksgiving

1.7	December 24	Christmas Eve
1.8	December 25	Christmas Day
1.9	January 1	New Year's Day
1.10	January – 3 rd Monday	Martin Luther King Day
1.11	February – 3 rd Monday	President's Day
1.12	February – 3 rd Tuesday	President's Day
1.13	Friday before Easter	Good Friday
1.14	May – last Monday	Memorial Day
1.15	June 19	Juneteenth

NOTE: The exact day of each of the holidays listed above is subject to negotiations.

NOTE: Classified employees not on duty during the summer shall not be paid for holidays occurring during the summer.

2. Regular employees of the District who are not normally assigned to duty during the Christmas recess or intersessions shall be paid for the holidays granted full-time employees during that period provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the Christmas recess.
3. When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a classified employee is required to work on any of said holidays, they shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half their regular rate of pay (which equals regular rate of pay x 2-1/2).
4. Nothing in this section may be construed to prohibit the District for providing holiday pay for employees who have not been in paid status on the days specified herein.
5. Additional holidays may be designated by the President, the Governor, or the Board of Education.

ARTICLE XI

INSURANCE BENEFITS

1. Medical Plan
 - 1.1. The District is committed to providing employees with medical, dental and vision benefits. Open enrollment is during the month of September. For the plan year of 2021-2022, the available plan choices as agreed upon by CSEA and the District are as follows:
 - 1.1.1. Plan 4 with Rx A
 - 1.1.2. Plan 7 with Rx B
 - 1.1.3. Plan 8 with Rx B
 - 1.1.4. Plan 9 with Rx A
 - 1.1.5. Wellness Plan
 - 1.1.6. Plan HDHP-2
 - 1.1.7. Bronze Plan
 - 1.2. Each full-time member of the classified unit agrees, via payroll deduction, to contribute the amounts as indicated below:
 - 1.2.1 The District shall pay the sum of \$1,250 per month to offset the combined insurance premiums for medical, dental, and vision insurance. Unit members shall pay all sums in excess of \$1,250 per month, which are required to fully pay for the combined premium for medical, dental, and vision insurance by automatic monthly payroll withdrawal. Contributions will be phased in as follows: Employees paid over 12 months will begin their contributions on July 30th. Employees paid over 11 months will begin their contributions on the August paycheck.

1.3. Part-time unit members regularly assigned to work at least twenty (20) hours per week shall be eligible to receive a prorated District premium contribution based upon the number of normally assigned work hours per day as compared to 7.5.

1.4. All classified employees who are not covered above are eligible to purchase insurance coverage through the District at the employee's expense.

2. Dental Insurance

2.1. The District shall provide comprehensive dental insurance. Retirees are eligible for dental coverage at the rates provided by the insurance carrier and at the retiree's expense.

2.2. Part-time unit members regularly assigned to work at least twenty (20) hours per week shall be eligible to receive a prorated District premium contribution based upon the number of normally assigned work hours per day as compared to 7.5.

2.3. All classified employees who are not covered above are eligible to purchase Insurance coverage through the District at the employee's expense.

3. Vision Insurance

3.1. The District shall provide comprehensive vision insurance. Retirees are eligible for vision coverage at the rates provided by the insurance carrier and at the retiree's expense.

3.2. Part-time unit members regularly assigned to work at least twenty (20) hours per week shall be eligible to receive a prorated District premium contribution based upon the number of normally assigned work hours per day as compared to 7.5.

3.3. All classified employees who are not covered above are eligible to purchase insurance coverage through the District at the employee's expense.

4. Group Life Insurance

4.1. Life insurance will be Symetra Group Life. This insurance policy will provide a death benefit of \$20,000. The District will allow full- and part-time classified employee retirees to continue their existing life insurance coverage at their own expense for life.

4.2. It is understood that this coverage is only available to the extent that the insurance carrier allows such inclusion.

5. State Disability Insurance

5.1. The District will deduct, in accordance with state regulations, the state-determined SDI rate, as may be in effect at the time, from the gross salary/wages of the employee and take any and all necessary steps to provide all employees with this coverage.

6. The Employee Assistance Program (EAP)

6.1. The Employee Assistance Program (EAP) is a counseling and consultation service designed to help employees and eligible families with a wide range of personal issues. The services are confidential and the cost is covered by individual employee contribution. The Employee Assistance Program (EAP) is mandatory for all full-time employees and optional for part-time employees with or without District sponsored medical insurance.

The EAP Program can help you with marital and family problems, relationship issues, alcohol abuse, drug dependency, financial and credit concerns, emotional problems and stress, child care, elder care, pre-retirement planning, federal taxpayer's problems, legal issues and questions, interpersonal conflicts.

7. Selection of Insurance Carriers

- 7.1. The District reserves the right to select the carrier and the method of payment for all insurance coverages stated above, provided that at no time may the District select insurance plans with benefits less than those in effect with the execution of the agreement.

8. Insurance Providing Greater Benefits

- 8.1. Nothing in this section precludes the District from securing insurance plans with benefits greater than those in effect at the time of execution of this agreement.

9. Insurance with Lesser Benefits

- 9.1. Under no circumstances may the District diminish the benefits in effect at the time of the execution of the agreement prior to meeting and negotiating with CSEA.

10. Other Benefits of Part-Time Employees

- 10.1. The Red Bluff Union Elementary School District provides benefits to part-time classified employees on a prorated basis as provided for in Section 45136 of the California Education Code.
- 10.2. Regularly employed part-time classified employees shall be entitled to sick leave, and all other benefits conferred by law, and all vacation, maternity, and other leaves and benefits granted by the District to the majority of the regular full-time employees in the classified service of the District or to regular full-time employees in the same classified positions or general class of positions; but such leaves and benefits may be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year such part-time employees bear to eight (8) hours per day, forty (40) hours per calendar week, four (4) calendar weeks per month, or twelve (12) calendar months during the school year.
- 10.3. This section shall not apply to employees properly designated as substitute, short-term, or limited-term employees.

11. Employee Coverage

11.1. Full-time Employees

- 11.1.1 Full-time employees with regular assignments of at least seven and one-half (7-1/2) hours per day shall receive medical, dental, and vision and life insurance coverage for the employee and their dependents.

11.2. Part-time Employees

- 11.2.1. Part-time employees with regular assignments of four (4) or more hours of employment shall receive the insurance coverage provided for full-time employees on a prorated basis.
- 11.2.2. Proration shall be based on seven and one-half (7-1/2) hours per day equals one hundred percent (100%).
- 11.2.3. Employees electing to pay the difference in the costs of such coverage shall have the difference deducted from their pay warrants and be covered by the above-noted insurance.
- 11.2.4. Employees electing not to pay the difference will not receive any insurance benefits and are not entitled to any in lieu sums from the District.
- 11.2.5. Part-time employees with regular assignments of less than four (4) hours shall not receive any District paid medical insurance benefits.
- 11.2.6. All classified employees who are not covered above are eligible to purchase insurance coverages through the District at the employee's expense.

12. Exceptions

12.1. Medical Insurance

12.1.1. Part-time employees regularly assigned to at least three (3) hours of work per day and who were covered by the District's medical insurance plan prior to May 1, 1989 shall be permitted to continue their insurance coverage.

12.2. Vision Insurance

12.2.1. Employees who were employed between three (3) to four (4) hours per day prior to April 1, 1991 and who have elected to participate in the plan prior to April 5, 1991, will continue to receive prorated vision insurance coverage. Employees hired after this date must meet the four (4) hour requirement.

INSURANCE PLAN FOR RETIRED EMPLOYEES

13. Medical (Beginning August 1, 2004)

13.1. The DISTRICT shall provide retired DISTRICT classified employees with medical insurance benefits for a maximum of five (5) years pursuant to the following conditions:

13.1.1. The District agrees to pay 80% of the cost of the highest premium medical plan chosen by the bargaining unit for the retiree only.

13.2. Retirees – Retiring after June 30, 2011: When a retired employee reaches age 65 or has received District paid medical benefits (health only) as set forth below, the District will cease providing the retired employee with medical benefits on a District paid basis.

The Retiree Health Benefit duration will be as follows:

2010 – 2011	10 years
2011 – 2012	10 years
2012 – ongoing	5 years

Thereafter, five (5) years. The District reserves the right to renegotiate this provision in the future. However, the retired employees receiving benefits under this provision shall continue to receive medical insurance benefits as provided herein.

Full-time unit members who choose to opt out of Retiree Health Benefits will receive an annual in lieu cash payment of \$5,000 per year of eligibility in accordance with the above table. Part-time unit members who qualify for District provided benefits under Article 11.2 and who elect not to participate in Retiree Health Benefits will receive an annual in lieu cash payment of \$5,000.00 on a prorated – basis.

13.3. Retirees can continue with dental or vision coverage at their own expense.

OTHER PROVISIONS

The retired employee was a DISTRICT employee at the time of their retirement.

Qualifications

Full-time employees electing to retire under PERS on or after the age of fifty (50) years, and who have completed at least ten (10) years of consecutive employment with the DISTRICT, shall receive DISTRICT paid medical insurance, in accordance with the schedule in item 11.1 above.

Part-time employees who meet the requirements stated above shall receive the same benefit on a prorated basis. The basis of proration shall be the total number of hours worked during the ten (10) years of consecutive employment divided by the number of hours in ten (10) years of full-time employment.

When a retired employee reaches age sixty-five (65) or has received District paid medical benefits for five (5) years in accordance with this policy they may, at their own expense, by making payments to the insurance provider directly.

The DISTRICT reserves the right to renegotiate this provision in the future. However, the retired employees receiving benefits under this provision shall continue to receive medical insurance benefits as provided herein.

In the event at some future date, the DISTRICT's health plan carrier should require all eligible persons to enroll in Medicare "A" and "B" in order to remain in the DISTRICT's plan, the cost of Medicare, if any, must be paid by the retiree.

When a classified retiree is not eligible for DISTRICT-paid medical benefits, they may participate as follows:

- The DISTRICT group medical insurance plan for classified employees is available to all retirees of the DISTRICT who qualify under the plan.
- The DISTRICT will enroll retirees at the time of retirement at the existing group rates, will collect the monthly retiree dues, and will forward them to the appropriate office of the health insurance carrier with the regular group payment.
- Retirees who do not take insurance at the time of retirement and wish to be reinstated will be subject to the health insurance fee schedule for those in this status as established by the insurance carrier.
- Retirees will provide the DISTRICT with checks for monthly dues two (2) months in advance of the due date.
- The District Office will have available current carrier regulations regarding the group medical insurance plan.

14. Dental Insurance

The DISTRICT shall provide a comprehensive dental plan for full-time employees and dependents through Delta Dental. Retirees are eligible for dental coverage at the rates provided by the insurance carrier and at the retiree's expense.

15. Vision Insurance

The District shall provide comprehensive vision insurance. Retirees are eligible for vision coverage at the rates provided by the insurance carrier and at the retiree's expense.

ARTICLE XII

LAYOFFS

Laid off employees who accept a position with a lower range salary shall be placed on the salary schedule in the range of the position they are taking, but will maintain their, years of service, professional growth and step they acquired in the previous positions.

1. Definitions

- 1.1 "Class" is a group of classifications within the same occupational area or job family.
- 1.2 "Classification" is a position with defined duties, responsibilities, and authority, with the same job title, minimum qualifications, and salary range.

2. Layoff Procedure

- 2.1 Unit members shall be subject to layoff for lack of work or lack of funds. Layoff includes any reductions in assignment to a classification or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.
 - 2.1.1 Any proposed reduction of hours of employment of unit members shall be the subject of meeting and negotiating between the parties of this Agreement.
- 2.2 In the event of a layoff, the order of layoff shall be determined by length of service. The employee, who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first.

2.2.1 Before July 1, 2007 "Length of Service" means all hours in paid status, whether during the school year, a holiday, recess or during any period that school is in session or closed, but does not include any hours compensated solely on an overtime basis. "Hours in Paid Status" shall not be interpreted to mean any service performed prior to entering into probationary or permanent status in the classified service of the District except service in restricted positions.

2.2.2 On or after July 1, 2007 "Length of Service" will be determined by actual date of hire of the employee. Employees hired before July 1, 2007 will have their hours in paid status frozen as of June 30, 2007 and seniority will then continue to accrue on a year by year basis.

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

2.4 Prior to any final layoff notices being sent to those unit members who have been employed the shortest time within the classification, the District shall notify the more senior unit members whose positions have been eliminated that they must elect one (1) of the following options within five (5) working days of receipt of the notice. The District shall also concurrently provide CSEA with a copy of this notice.

2.4.1 Select the remaining position vacated by the least senior unit member in the classification.

2.4.2 Select a position in a lower classification in which the unit member previously had successfully completed the probationary period and which is to be vacated by the least senior unit member.

2.4.3 Elect to be laid off.

2.5 Prior to any layoff, the District shall post a seniority list of affected unit members. Pursuant to paragraph 2.4, the District shall also provide CSEA with a copy of the seniority list annually upon request.

2.6 Unit members who are laid off shall continue to be eligible to receive District paid insurance benefits for a period of sixty (60) calendar days from the date of termination of employment, subject to the approval of the carriers.

3. Notice of Layoff-Specially Funded Program

3.1 When, as a result of the expiration of a specially funded program, unit members' positions must be eliminated at the end of any school year, and unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of such school year shall be given written notice on or before May 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights. An attempt will be made by the District to first deliver the layoff notice in person.

3.2 However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of their layoff. A copy of any layoff list will be provided to the CSEA president.

4. Notice of Layoff-Bona Fide Reduction

4.1 When, as a result of a bona fide reduction or elimination of the service being performed by any department, unit members shall be subject to layoff for lack of work, affected unit members shall be given notice of layoff by March 15 of any given school year, and informed of their displacement rights, if any, and reemployment rights. An attempt will be made by the District to first deliver the layoff notice in person.

5. Reemployment

5.1 Unit members who are laid off are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants for any open position for which they qualify. Laid off employees shall be notified of all openings by regular U.S. Mail. The notification requirement set forth herein is not triggered until such time that the 39-month re-employment list has been exhausted. (Note: Offers of Reemployment shall be served on an employee as provided for in Paragraph 5.5)

- 5.1.1 Reemployment shall be in the reverse order of layoff. If an opening occurs in the laid-off employee's current classification, or any other classification in which they gained permanency, employee(s) will be reemployed based strictly on seniority.
- 5.1.2 Persons on layoff status need to notify the personnel technician of their interest and belief that they met the minimum requirements for any openings.
- 5.1.3 If an opening occurs in a position for which the employee never gained permanency, but meets the qualifications for the position, interviews will be conducted if there is more than one in-house applicant. The decision on who will fill the position will be based on the interviews and qualifications.
- 5.1.4 Any employee reemployed in a position outside of the current classification from which they were laid off, will continue to get the 39-month rehire rights within the job classification from which they were laid off. The three call back provisions set forth in Paragraph 5.4 shall only be applied within their laid off classifications.
- 5.1.5 Nothing in this Article precludes other District employees from also interviewing for any open positions; however, outside applicants will not be accepted if there are laid off employees in-house who meet the qualifications for an open position.
- 5.2 Unit members who take voluntary demotions in lieu of layoff shall be granted the same rights as unit members laid off and shall retain eligibility to be considered for reemployment for an additional period of twenty-four (24) months; provided that the employee meets the same basic legal and physical requirements for the position.
- 5.3 Unit members who take voluntary demotions in lieu of layoffs shall be, at the option of the unit members, returned to a position in their former classification as vacancies become available, and without limitation of time.
- 5.4 Refusal of three (3) offers of reemployment to the classification from which laid off shall cause removal from the list and the loss of any reemployment rights. However, declining an offer of reemployment of fewer hours of employment than held at the time of layoff shall not constitute a refusal of employment. In the case that the District receives two (2) non-responses to the above offers of employment, the unit member will be removed from the list and lose any re-employment rights.
- 5.5 Offers of reemployment shall be made either by personal service or via U.S. certified mail (return receipt) addressed to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit, and a place for the unit member's signature. Failure to so reply within five (5) working days from the date of service of the offer of reemployment shall be deemed a refusal of that offer of reemployment. It is the responsibility of each unit member on a reemployment list to file a current mailing address with the District Office.
 - 5.5.1 "Working day" is defined to mean any day the District office is open for business.
- 5.6 A unit member who is laid off and subsequently rehired from a reemployment list shall have the accrued sick leave balance as of the date of layoff reinstated.
- 5.7 Upon reemployment in the classification in which laid off, a unit member shall be placed on the former step of the salary range. Notwithstanding the provisions of Appendix A of this Agreement, the unit member shall be eligible for advancement to the next step of the salary schedule on the first of the month after twelve (12) calendar months after reemployment, less the months of paid service rendered after the previous step advancement,
- 5.8 If restored to permanent status, the employee shall receive restoration of accumulated sick leave and seniority as of the date of separation.

6. Retirement and Layoff

- 6.1 Notwithstanding any other provision of law, any unit member who was subject to being, or was in fact, laid off for lack of work or funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employee's Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If the unit member subject to reemployment subsequently accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employee's Retirement System has properly processed their request for reinstatement from retirement.

ARTICLE XIII

LEAVES

1. Sick Leave

- 1.1 Full-time unit members earn paid sick leave at the rate of eight (8) hours per month worked.
- 1.2 A part-time unit member shall be entitled to sick leave based on the proportion of the time that they work per week in relation to full-time.
- 1.3 Sick leave shall accumulate indefinitely. However, no wages will be paid for unused sick leave at termination of employment.
- 1.3.1 Sick leave is granted when an employee is unable to work because of sickness or disability, including quarantine. Employees may use sick leave for medical or dental office calls during working hours. The appropriate sick leave will be deducted.
- 1.4 At the beginning of each fiscal year, the employee shall be credited with the number of days of paid sick leave which they should normally earn in the ensuing fiscal year.
- 1.4.1 Sick leave up to the amount credited may be used in advance, except that employees serving an initial probation period may use only six (6) days of paid sick leave during the probationary period.
- 1.5 It will be the responsibility of each employee to notify the Absence Management system as soon as possible if they will be absent from duties. All absences must be reported to the Absence Management system in a timely manner.
- 1.6 A doctor's note (verification of illness and any restrictions resulting in return to work) is required following any absence exceeding three (3) consecutive days.
- 1.6.1 In the absence of a medical professional's note, the employee shall be required to provide a written statement to the effect that they are a member of a religious sect, denomination, organization that they were ill and/or injured and that they were treated by the practice of their religion
- 1.7 Employees returning to work after a surgery or serious illness, upon the request of the District, must provide a physician's release certifying medical permission to return to work.
- 1.7.1 The note must include any and all restrictions and date of expected full release to work.
- 1.8 After exhaustion of paid sick leave, an employee who is ill or injured shall use accumulated vacation to take advantage of substitute differential pay (see paragraph 1.10) to avoid leave without pay.
- 1.9 Upon exhaustion of accumulated sick leave during any given school year, employees not on a verified medical leave supported by a doctor's note, shall be docked for any subsequent absence.
- 1.10 According to the California Education Code (45196), an employee is entitled to additional sick leave benefits as follows:
- 1.10.1 When a person employed in the classified services is absent from their duties on account of illness or accident 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 them for days

absent shall receive 50% of their salary for the entirety of the absence.

- 1.11 After exhaustion of all paid leave, a permanent employee shall seek approval of the Board. The additional leave shall be unpaid and may be extended for any period not to exceed six (6) months. If placed on unpaid leave, the employee shall not, again, become eligible for paid leave until they have rendered service.
- 1.12 According to law, unused sick leave shall be credited to retirement.
- 1.13 By law, any classified employee of the District who has been employed for a period of one (1) calendar year or more whose employment is terminated for reasons other than action initiated by the employer for cause and who subsequently accepts employment with another school district or County Superintendent of Schools within one (1) year of such termination of their former employment shall have transferred with him/her to the second district or County Superintendent of Schools, the total amount of earned sick leave to which they are entitled under Education Code 45202.

2. Industrial Accident (Workers' Compensation)

- 2.1 Classified employees compelled to be absent because of industrial accident or illness will be subject to the following provisions.
 - 2.1.1 Allowable leave shall be sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.
 - 2.1.2 The sixty (60) days leave shall not be accumulative from year to year.
 - 2.1.3 Industrial accident or illness leave shall commence on the first day of absence.
 - 2.1.4 When a classified employee is absent from their duties on account of an industrial accident or illness, and for which they are receiving temporary disability benefit under the Workers' Compensation laws of California, they shall be entitled to receive wages or salary from the District, which when added to the temporary disability benefits, will result in a payment to them of not more than their full salary.
 - 2.1.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity awarded contributions.
 - 2.1.6 When an industrial accident or illness overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due them for the same illness or injury.
 - 2.1.7 Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Article III and Education Code 45195 and 45202 for the purposes of each of these sections, their absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, they may elect to take as much of their accumulated sick leave, which when added to their temporary disability indemnity, will result in a payment to them of not more than their full salary.
 - 2.1.8 During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of their industrial accident or illness. The District in turn shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
 - 2.1.9 Any employee receiving benefits as a result of this section shall, during the periods of injury or illness, remain within the State of California unless the Board authorized travel outside the State.

3. Bereavement Leave

- 3.1 Classified employees shall be allowed, without loss of pay, a maximum of five (5) days leave in the event of a death in the immediate family. (See 11.1-Immediate Family).

4. Jury Duty and Witness Leave

- 4.1 Leave of absence for jury duty shall be granted to any classified employee. The employee shall receive full pay while on leave provided that the jury service fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for jury service leave should be made by presenting the official court summons to jury service to the immediate supervisor. Payment received for jury duty service shall be endorsed by the employee and returned to the District. This will not apply to payment for mileage.
- 4.2 Leave of absence shall be granted to an employee when they have been served a subpoena or to appear as a witness in a court case or administrative proceeding of another governmental jurisdiction. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to, and the subpoena or court certification is filed with the District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the immediate supervisor.
- 4.3 An employee who has received a leave of absence under this rule shall make himself/herself available for work during hours when their presence is not required in court.

5. Leave Without Pay

- 5.1 Leave of absence without pay may be granted to a permanent classified employee, upon the written request of the employee and the approval of the Board of Education.
- 5.2 Leave of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veteran's Code, and leave of absence for service in the Peace Corps may be granted for a period not to exceed twenty-four (24) months.
- 5.3 The granting of a leave of absence without pay gives the employee the right to return to their position and work site at the expiration of their leave of absence in the same status as at the inception of the leave.
- 5.4 Failure to report for duty within five (5) working days after a leave expires shall be considered abandonment of the position and the employee may be terminated.
- 5.5 If the employee's classification has been abolished during the employee's absence, they shall be laid off for lack of work and placed on the reemployment list for the class effective the date of termination of leave. They may be returned to a vacant position in a class at the same or a lower salary level for which they are qualified. (Pursuant to Article XII - Layoffs)
- 5.6 For salary schedule purposes, leave without pay shall not be counted for step advancement except as required by law, e.g., military leave.

6. Personal Necessity

- 6.1 Eligibility: An employee may use, at their election, not more than seven (7) days per year of accumulated sick leave benefits in the following cases of personal necessity.
 - 6.1.1 Serious illness of a member of their immediate family. (Immediate family is defined in Section 11 of this Article.)
 - 6.1.2 Accident or imminent danger involving the person or property, or the person or property of a member of the immediate family.
 - 6.1.3 The birth of a child making it necessary for the employee who is the parent of the child to be absent from his or her position.
 - 6.1.4 Appearance in court as a litigant, or as a willing witness under an official order. The employee must return to work in cases where it is not necessary for him/her to be absent the entire day.
 - 6.1.5 Service as a pall bearer.

6.1.6 Such other reasons which may be prescribed by the Governing Board.

6.2 Requirements

6.2.1 Advance permission is not required for absence resulting from death, accident, or serious illness of members of an employee's immediate family or when an employee's home is in imminent danger. However, if the situation permits, the employee should alert the principal of the intended absence.

6.2.2 Verification of reason for absence - The employee shall submit a signed statement. It is assumed that the employee shall be the best judge of that which constitutes "serious illness" inasmuch as there is no legal definition for the term. This is also true of imminent danger to one's home. Two (2) days personal necessity will be allowed at the declaration of the employee for compelling personal importance with no prior permission required.

6.2.3 Absence in excess of seven (7) days - Absence for personal necessity in excess of seven (7) days per year, or in excess of accumulated full-time sick leave days, will normally be considered personal business leave involving loss of salary. However, in the event of unusual circumstances and with the Superintendent's approval, permission may be granted for an additional three (3) days of personal necessity leave (beyond the seven). In the event the employee is absent for more than ten (10) days, substitute differential pay shall be deducted from the employee's rate or if a substitute is not utilized, the first step of the employee's range shall be deducted from the employee's daily rate. The Governing Board must approve any personal necessity leave that exceeds ten (10) days. If the Board denies an extension, additional time off shall result in full loss of pay for the additional days absent.

6.3 Personal Business Leave

6.3.1 Unit members may use up to three days of the current year's sick leave as Personal Business Leave, defined as "pressing business, which cannot be conducted before or after the school day or on weekends." The employee will not be required to disclose the nature of his or her personal business. However, it is agreed that these days are not to be used for entertainment or vacation purposes.

6.3.2 Limitations – Personal Business Leave shall not be granted during a leave of absence.

6.4 Compelling Personal Importance Leave

6.4.1 Unit members may use up to three (3) days of the current year's personal necessity leave as compelling personal importance leaves with no prior permission required.

6.5 Limitations

6.5.1 Personal necessity leave shall not be granted during a scheduled vacation or leave of absence.

6.5.2 In all cases of personal necessity leave, it must be demonstrated that the need for such absence cannot be accomplished outside of regular duty hours.

6.6 Procedure

6.6.1 The absence request shall be submitted to the immediate supervisor/ administrator at least three (3) days prior to the proposed absence if this is feasible, but in all cases will be submitted as soon as possible.

6.6.2 On occasion, the need for personal necessity leave may be so personal and potentially embarrassing in nature that a written description of the reason for the request, on the absence report above, would place unreasonable demand upon the employee. In this instance, the employee shall meet with the Superintendent and explain that they are requesting a privacy personal necessity leave. When that occurs, the Superintendent will authorize the leave under the policy. A copy of such authorization shall

be sent to the principal and the District Payroll Specialist.

6.7 Appeal

6.7.1 In cases where personal necessity leave is denied at the Superintendent level, the decision may be appealed to the Board. The Board's ruling shall be final.

7. Pregnancy Disability Leave

7.1 The Red Bluff Union Elementary School District shall grant a leave of absence from duty to any female employee of the Red Bluff Union Elementary School District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom.

7.2 The length of the leave of absence, including the date on which the leave shall begin, and the date on which the employee shall resume duties, shall be determined by the employee and the employee's doctor.

7.3 A written statement from the employee's doctor must be furnished by the employee giving the date when, in the doctor's judgment, the employee may return to work.

7.4 Absence necessitated by disabilities caused or contributed to by pregnancy, miscarriage, or childbirth shall be treated the same as leave for illness, pursuant to Section 1 of this Article.

7.5 Should the employee wish to extend the leave beyond the date the doctor determines they may return to work, she shall request leave without pay.

8. Family Medical Leave Act (FMLA)

8.1 Unit members with at least one year of continuous District employment and who have worked for the District for at least 1,250 hours during the previous fiscal year are eligible for unpaid Family and Medical Care Leave, pursuant to applicable State and Federal law. Current law provides for unpaid leave of up to twelve (12) weeks which may be used for an employee's serious health condition; the birth, adoption or foster placement of a child; or the care of a seriously ill child, spouse or parent. During this unpaid leave, the District would continue its regular payment of group insurance premiums.

9. Other Leaves

9.1 A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leaves and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six (6) month periods or such lesser leave periods that it may provide, but not to exceed a total of eighteen (18) months.

9.2 An employee, upon ability to resume the duties of a position within the classification to which they were assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. They shall be restored to a position within the classification to which they were assigned and, if at all possible, to their position with all the rights, benefits, and burdens of a permanent employee.

9.3 If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of their position; they shall be placed on a reemployment list for a period of thirty-nine (39) months.

9.3.1 At any time during the prescribed thirty-nine (39) months, the employee is able to assume the duties of their position, they shall be reemployed in the first vacancy in the classification of their previous assignment. Their reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Article XIII in which case they shall be ranked according to their proper seniority. Upon resumption of their duties, the break in service will be disregarded and they shall be fully restored as a permanent employee.

10. Catastrophic Illness Leave

10.1 Unit members who have exhausted all sick leave and other time off may use Catastrophic Illness Leave under the following provisions:

10.1.1 Catastrophic Illness Leave shall begin no sooner than the eleventh (11th) work day of absence, and only after all other personal accumulated sick leave and other paid time off has been exhausted.

10.1.2 Maximum leave is not to exceed twelve (12) consecutive calendar months, or the maximum number of days donated pursuant to this section, whichever is less.

10.2 To request Catastrophic Illness Leave, the unit member or their designee, shall submit a request in writing to the Association President stating the facts which support a need for such leave.

10.2.1 To qualify for such leave, the employee will have suffered an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employees' family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid time off.

10.2.2 A "member of the employees' family" in 10.2.1 above shall be limited to spouse, children, mother, father, or an individual over which the employee has legal guardianship.

10.3 As soon as practicable, the Association shall meet and determine whether to recommend to the Superintendent approval of the request for Catastrophic Illness Leave.

10.3.1 If the request is denied, the Association President shall notify the employee or their designee and the Superintendent.

10.3.2 If the request is approved by the Association and the Superintendent, the Association and the District shall solicit classified unit members on an approved District form authorizing donation of sick leave days for use pursuant to this section.

10.3.3 Donation authorization form shall be returned to the District Office.

10.3.4 Donated sick leave days will be deposited in a separate sick leave pool for each request and deducted from the donating employee's accumulated sick leave.

10.3.5 Sick leave days donated and taken pursuant to this section shall be credited/deducted in hourly increments.

10.3.6 The maximum number of days an employee can contribute per year pursuant to this section is ten (10).

10.3.7 The sick leave pool shall be reduced by one full day for each day of catastrophic leave awarded to the requesting employee.

10.3.8 In the event that days donated to the sick leave pool are not used, then those days will be returned to the donating employees and credited to their accrued sick leave.

10.4 In the event an employee exhausts their donated catastrophic illness leave from the sick leave pool, the employee or designee may request additional catastrophic leave pursuant to this section. However, in no event shall the employee be eligible to use more than twelve (12) consecutive calendar months of donated catastrophic illness leave.

10.5 Employees using Catastrophic Illness Leave pursuant to this section shall not accrue any other leave credits provided for in this Agreement or by law.

11. Immediate Family

11.1 Members of the "Immediate family" as used in this Article, means the mother, step-mother, father, step-father, grandmother, step grandmother, grandfather, step grandfather or a grandchild, step grandchildren of the employee or of the spouse of the employee, and the spouse, son, step-son, son-in-law, daughter, step daughter, daughter-in-law, brother step brother, brother-in-law, sister, step sister, sister-in-law, daughter, aunt, uncle or any person who is part of the employee's family responsibility. For purposes of this article, spouse shall include marriage, domestic and life partners.

12. Leaves while Drawing State Disability Insurance Benefits

12.1 Unit members who utilize vacation or sick leave while receiving State Disability Insurance (SDI) benefits will provide a copy of the amount received from State Disability Insurance (SDI). This amount will be deducted from the employee's paycheck within the following pay period. Accordingly, the District will charge only a prorated amount of vacation or sick leave based upon the percentage of the normal salary paid by the SDI benefits during such leaves.

13. Personal Business Leave

Unit members may use up to three days of the current year's sick leave as Personal Business Leave, defined as "pressing business, which cannot be conducted before or after the school day or on weekends." The employee will not be required to disclose the nature of his or her personal business. However, it is agreed that these days are not to be used for entertainment or vacation purposes.

13.1 Limitations – Personal Business Leave shall not be granted during a leave of absence.

14. Annual Conference

14.1 Employee acting as Association President shall be given release time (school business leave) to attend the Annual CSEA Conference for no more than five (5) days.

14.2 Paraeducators' Conference-CSEA will meet and confer the Superintendent to determine the need and appropriate representation for paraeducator and/or maintenance and operations conference attendance.

ARTICLE XIV

PAYROLL DEDUCTION FOR ASSOCIATION DUES

1. Membership Dues

1.1 CSEA shall have the sole and exclusive right to have membership dues initiation, deducted for employees in the bargaining unit by the District. The District shall pay to the designated payee by the first day of the following month from which the deduction was made, and sums so deducted.

1.2 The District and the Association recognize the right of the employee to form, join and participate in lawful activities of employee organizations and the equal alternative rights of employees to refuse to form, join, and participate in employee organizations' activities.

1.3 The District agrees to deduct CSEA membership dues and local Association dues from the pay of the CSEA members and remit the dues to CSEA and the local chapter subject to the following conditions:

1.3.1 Dues deductions shall be made only upon submission by CSEA to the District of an application/authorization form duly completed by the unit member. Such application/authorization form shall list the amount of membership dues to be deducted.

1.3.2 Application/authorization forms for dues deductions received on or before the fifth (5th) of the month will be effective for the month in which it has been received.

1.3.3 Application/authorization forms of dues deductions after the fifth (5th) of the month will be made effective for the month following the one for which it has been received.

1.3.4 CSEA dues or local Association dues, upon formal written request from CSEA or the local Association to the Superintendent (or designee) may be increased or decreased without re-solicitation and authorization from the members of CSEA.

2. New Employees

2.1 New employees, within thirty (30) days from the commencement of actual employment must submit a dues deduction authorization form, or shall pay an amount no greater than the current CSEA dues directly to the CSEA.

ARTICLE XV

PHYSICAL EXAMINATION

1. Should the District request any employee to undergo a physical examination or tuberculosis testing as a condition of continued employment, the costs will be borne by the District. The District shall have the right to select the physical and/or health agency for such examinations and/or testing.
2. In the event that the employee chooses to not use the physician or health agency of the District's choice, the costs shall be borne by the employee.

ARTICLE XVI

EDUCATIONAL INCENTIVE PROGRAM

1. For employees hired prior to June 30, 2022, additional pay will continue for units submitted for approval during the 2021-2022 school year. As of July 1, 2022, those members who have participated in the Education Incentive Program will remain at the level they were as of June 30, 2022.
2. Management proposes to discontinue the current incentive program as of July 1, 2022 and propose the following annual stipends:
 - 2.1. 48+ units - \$750
 - 2.2. AA Degree - \$1,000
 - 2.3. BA Degree - \$2,000
 - 2.4. MA Degree – 3,000
 - 2.5. PhD Degree - \$4,000
3. Unit/Degree stipend process:
 - 3.1. For the unit completion,. Employees are required to submit transcripts to Human Resources for completed coursework prior to August 15 of any given school year to receive the stipend in the current year.
 - 3.2. Copies of the highest completed degree and/or transcripts showing degree conferred date should be submitted to Human Resources by August 15 of any given school year to receive the stipend in the current year.
 - 3.3. Units and degrees completed after August 15 of any given year will be considered for the following school year.

ARTICLE XVII

VACANT POSITIONS/REASSIGNMENTS/TRANSFERS

1. Definitions
 - 1.1 Vacancy: Any classified position, which has been vacated and which the District intends to fill, or any newly created classified position.
 - 1.2 Reassignment: Movement of a unit member from one assignment to another assignment within the same

classification at the same site.

- 1.3 Transfer: Movement, voluntary or involuntary, of a unit member from one site to another site within the same classification.

2. Job Posting Procedures

- 2.1 All vacancies shall be posted pursuant to the procedures of this article within thirty (30) calendar days after the vacancy occurs. The District shall notify the Association within thirty (30) calendar days in the event it does not intend to fill a vacated unit position. No advertising of vacancies outside of the District shall take place until the position is distributed to the employees for five (5) working days. An interview shall be held with all DISTRICT employees who apply and meet the minimum requirements for the position.
- 2.2 During the procedure to hire a permanent employee to fill a vacancy, the District will not fill any unit vacancy with substitute employee(s) for more than sixty (60) calendar days unless otherwise agreed to by the Association and the District.
- 2.3 The date of posting shall be the date the vacancy announcement is posted at each work site. The Human Resources Department shall be responsible for distributing the vacancy announcements and having them posted at each work site. Vacancy announcements shall also be posted on the District web site and e-mailed to unit members.
- 2.4 Any unit member who will be on leave of absence of at least thirty (30) work days or layoff during the period of the job posting shall be mailed a copy of the notice by first class mail on the date the position is posted.
- 2.5 Unit members who wish to be notified of vacancies which occur during the summer recess period, on a yearly basis, shall file with the Superintendent's office a written request for the District e-mail such notices to the unit member. The request shall be submitted by June 1 and shall include the unit member's e-mail address and an indication of which particular vacancy notices the unit member wishes to receive.
- 2.6 The job vacancy notice shall include: the job title, a brief description of the duties, minimum qualifications required, assigned work location, regularly assigned work shift, days per week, months per year, salary range, and the deadline for submitting requests for consideration for the vacancy.
- 2.7 All unit members who apply and meet the minimum requirements for the position shall be interviewed.
- 2.8 Prior to posting the Board agenda listing the personnel filling the position, the District shall inform all unit members who submitted requests for consideration, the disposition of their request.
- 2.9 Within ten (10) working days of initial employment of a new employee, the District shall notify the Association president of the following relevant facts:
 - 2.9.1 Name of employee
 - 2.9.2 Position classification in District
 - 2.9.3 Salary range and placement
 - 2.9.4 Work site and department
 - 2.9.5 Date of hire

3. Reassignments

- 3.1 Written requests for reassignment may be submitted at any time to the unit member's immediate supervisor.
- 3.2 The following criteria shall be considered when a reassignment request is made (items not listed in priority sequence):

- 3.2.1 Seniority
- 3.2.2 Previous evaluations
- 3.2.3 Aptitude, interest(s), and special training
- 3.2.4 Existing practices regarding selection of paraprofessionals
- 3.2.5 The need to balance various skills among the schools

4. Transfers

- 4.1 Written requests for transfer may be submitted in writing at any time to the Superintendent.
- 4.2 The following criteria shall be considered when a transfer request is made (items not listed in priority sequence)
 - 4.2.1 Seniority
 - 4.2.2 Previous evaluations
 - 4.2.3 Aptitude, interest(s), and special training
 - 4.2.4 Existing practices regarding selection of paraprofessionals
 - 4.2.5 The need to balance various skills among the schools

5. Involuntary Transfer and Reassignments

- 5.1 No transfer or reassignment shall be made arbitrarily or vindictively. Transfers and reassignments shall be based exclusively on the legitimate needs of the District.
- 5.2 A unit member who is to be involuntarily transferred or reassigned shall be given the reasons, in writing, for the impending transfer or reassignment.

- 6. In order to prevent a "round-robin" series of job vacancy postings, in an initial vacancy announcement, the District may require unit members wishing to transfer to indicate their desire. The District will consider all such transfer requests for any actual vacancies which may occur.

Assignment or Reassignment of Classified Staff

7. Classified Employees Being Hired

- 7.1 The interview panel will be comprised of the following:
 - 7.1.1 An experienced Classified employee
 - 7.1.2 An administrator, director, or manager
 - 7.1.3 Human Resources
 - 7.1.4 Selection of the above panel to be made by the Superintendent or designee in consultation with the CSEA president. If the CSEA president is not available, then consultation with member of E-Board would be appropriate.
- 7.2 First Level Interview and Screening
 - 7.2.1 Human Resources will collect and compile an interview pool based on screening and schedule interviews.

7.3 Second Level Interview Team

7.3.1 The interview team will try to interview at least twice the number of applicants as there are positions.

7.3.2 District seniority will be utilized for resolution in case of no agreement.

8. Voluntary and Involuntary Transfer or Reassignment

8.1 The classified staff affected will meet and attempt to reach agreement. An administrator shall be present.

8.2 If no agreement can be reached on a reassignment, the principal, in consultation with the Superintendent, will make the decision.

8.3 For a voluntary transfer/reassignment request not covered in Section 3 below, a letter shall be submitted to the Superintendent.

9. Classified unit member Requesting Dissolution of Current Placement

9.1 A letter shall be submitted to the principal or Superintendent.

9.2 The principal or Superintendent may request the affected parties meet and discuss the situation. An administrator shall be present.

9.3 Classified unit member needing reassignment shall be placed in the "currently employed" pool.

ARTICLE XVIII

VACATIONS

1. Vacation time shall be earned at the rate of one (1) day for each 21.66 days of service or major fraction thereof, to a maximum of twelve (12) working days, not including longevity benefit. Vacation may be taken by twelve (12) month employees while regular day school is in session as long as it does not conflict with their work load and is approved by the Superintendent. Or designee.
2. Classified employees who have worked less than six (6) months will not be eligible for vacation.
3. Employees working less than twelve (12) months and part-time employees' vacation time will be prorated. For example, a three (3) hour employee earns 3/8 of the vacation earned by an eight (8) hour employee based on the number of months worked.
4. Twelve (12) month employees will receive twelve (12) days of vacation during the first five (5) years of employment; during the sixth (6th) through the tenth (10th) years, they will earn fifteen (15) days of vacation; during the eleventh (11th) through the fifteenth (15th) years, seventeen (17) days of vacation; during the sixteenth (16th) through twentieth (20th) years, nineteen (19) days of vacation; during the twenty-first (21st) year and thereafter, twenty-one (21) days of vacation will be earned by regular classified employees.
5. If an employee is terminated and has been granted vacation which was not yet earned at the time of termination of their services, the employer shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation taken.
6. Upon separation from service, the employee shall be entitled to lump-sum compensation of all earned and unused vacation, except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.
7. This section shall not apply to substitute, short-term, or limited term employees.

8. If an employee is not permitted to take the full vacation accumulation, the amount not taken shall be paid for in cash. However, at the option of the employee, up to ten (10) work days of such vacation may be carried over for use in the following school year.

ARTICLE XIX **SUMMER SCHOOL**

At this current time (2021-2022), RBUESD does not have a Summer School program. In the future, should the District entertain a Summer School Program, the District and CSEA are committed to negotiating the effects this would have on the Unit.

ARTICLE XX **YEAR-ROUND EDUCATION** **CLASSIFIED EMPLOYEES BARGAINING AGREEMENT**

At this current time (2021-2022), RBUESD does not have year-round program. In the future, should the District entertain a move to year-round, the District and CSEA are committed to negotiating the effects this would have on the Unit.

ARTICLE XXI **HOURS OF EMPLOYMENT AND OVERTIME**

1. Work Week and Work Day

- 1.1 Full-time employment within this representation unit consists of a forty (40) hour work week rendered in units of eight (8) hours. The work week shall consist of up to five (5) consecutive work days, Monday through Friday, for all employees rendering service averaging four (4) hours or more per day during the work week. The normal work week shall be Monday through Friday.
- 1.2 The work day and work week for all unit members shall be established by the District. Any change in the work week not provided in Section 1.1 above and changes of fifteen minutes or more in the starting time shall be negotiated with CSEA.
- 1.3 Custodial/Maintenance Hours of Summer Employment
In order to provide for efficient services, the District may modify the work hours of custodial/maintenance employees during the summer recess period. The summer hours of employment are 6:00 a.m. to 2:30 p.m. unless otherwise designated by the district in writing to the employee and CSEA, prior to the end of the school year. As necessary to facilitate group work activities, the work location of custodial/maintenance employees may be changed during the summer recess period.
- 1.4 The District shall not modify a work shift or a work schedule for purposes of avoiding the payment of overtime.
- 1.5 A part-time employee who is assigned by the District to work a minimum of thirty (30) minutes per day in excess of their regular assignment for a period of twenty (20) consecutive working days or more, shall have the basic assignment changed to reflect the longer hours of the assignment. Exception is as follows:
 - 1.5.1 In the event a part-time employee agrees to an assignment by the District to work a minimum of thirty (30) minutes per day in excess of their regular assignment to substitute for another unit member who is on leave, or for work of a limited period of time, the basic assignment shall be changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis. The unit member shall resume their original assignment at the conclusion of the limited time or substitute assignment.
- 1.6 All school calendars that may affect the classified staff shall be negotiated with CSEA.
- 1.7 Leap Year Provision
Effective July 1, 2009, the paid days for unit members employed on a twelve-month basis shall total 260

during each fiscal year of service. During any fiscal year, if the paid days (including workdays, paid leaves, vacation and holidays) exceed 260 (such as in a Leap Year), the excess number of days shall be designated as unpaid non-workdays. In each fiscal year, the non-work day shall be so designated and scheduled with the mutual agreement of the employee and the immediate supervisor.

2. Overtime

- 2.1 Overtime compensation shall be provided employees per current Labor Law rules and regulations. who are directed by their immediate supervisor to work in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in any work week.
- 2.2 For the purpose 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 of absence shall be considered as time worked by the employee. All time during which an employee is directed and authorized by the immediate supervisor to be on duty and to perform service shall also be considered as time worked.
- 2.3 Employees with a work week of five (5) consecutive work days averaging four (4) hours or more per day shall receive overtime compensation for work directed and authorized by the immediate supervisor to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week.
- 2.4 Employees whose average work day is less than four (4) hours shall receive overtime compensation for work directed and authorized by the immediate supervisor to be performed on the seventh (7th) day following the commencement of the work week.
- 2.5 Upon request of the unit member, the District shall pay time and one-half of the employee's regular rate of pay.

3. Extra Time

- 3.1 Extra time is any time worked by a part-time unit member over and above their normal part-time work assignment, up to eight (8) hours per day, as authorized by the immediate supervisor.
- 3.2 Flexible Hours - When two (2) or more employees in the same department wish to elect to stagger their work hours, a conference shall be scheduled between the designated supervisor and the employees in order to discuss the feasibility of such scheduling. When operation of the District, in the judgment of the supervisor, will suffer no impairment, the requested change of hours of the employees shall be approved.

Exclusive of other rights and leaves available, a unit member may, with the approval of their supervisor, adjust their daily work hours for individual circumstances allowing flex-time off and makeup of that time within an agreed upon period of time.
- 3.3 Extra time shall be paid at the regular rate of pay, or shall be taken as time off on an hour for hour basis as approved by the District as long as it is completed by the end of the workweek
- 3.4 Any unit member wishing to be considered for additional work available during breaks from the regular school must annually submit an availability form (Appendix G) to the District HR Coordinator by June 1 of each year. Unit members with a current form on file will be considered for available work prior to the District's out-sourcing of work.

4. Nine/Ten Hour Work Day

- 4.1 A nine (9)/ten (10) hour per day, (40) hour, four consecutive day work week for certain classes, or parts of classes, of bargaining unit members, may be established by the Superintendent and CSEA in accordance with Education Code sections 45133 and 45132.
- 4.2 Employees of a particular classification or class may also request such a nine/ten-hour work day. This request shall be submitted in writing to the immediate supervisor at least thirty (30) calendar days in advance of the requested work period. The supervisor shall review and discuss the request with the affected

employees. The supervisor's decision may be appealed to the Superintendent. Implementation must be agreed upon by the District and CSEA.

4.3 If designated as a nine (9) hour (per Education Code section 45133) or ten (10) hour (per Education Code section 45132), four (4) day site, the employees at that site will determine whether to work a nine (9) hour/ten (10) hour, four (4) day schedule by a majority vote of the employees in the affected classes or parts of classes.

4.4 The overtime rate shall be paid for all hours worked in excess of the required nine (9)/ten (10) hour day or forty (40) hour week.

4.5 Work performed on the fifth, sixth and seventh day pursuant to this section shall be compensated for at a rate equal to one and one-half times the regular rate of pay.

4.6 Employees who use vacation leave or sick leave on one of the nine (9)/ten (10) hour work days shall have nine (9)/ten (10) hours, or 1.125/1.25 days deducted for each full day of leave taken. Four and one-half hours (4.5)/five (5) hours or .5625/.625 days will be deducted for each half day of leave taken.

4.6.1 Any holiday will be a full nine (9)/ten (10) hour holiday. If the holiday falls on a scheduled day off, a substitute holiday or compensation for the day will be provided the employee. (Education Code section 45206)

4.6.2 Rest periods shall be twenty (20) minutes each.

5. Lunch Period

5.1 A non-compensated, scheduled, uninterrupted meal period between thirty (30) to sixty (60) minutes shall be provided all unit members who render service of at least six (6) hours. The length of the meal period shall be determined by the immediate supervisor. The immediate supervisor shall assign the meal period to be taken as soon after the conclusion of four (4) hours of service as possible. For special shifts or night shifts an arrangement which is mutually agreeable to employee and supervisor may be made.

6. Call Back Time

6.1 Unit members called in or called back to work by the immediate supervisor on a workday beyond the normal working hours, or a day not scheduled to be worked, shall receive at least two (2) hours of work at the appropriate rate as specified above. This provision shall not apply to any employee who is assigned, prior leaving work, to work beyond the normal workday.

7. Distribution of Overtime

7.1 Overtime work will be distributed as equally as possible during each fiscal year among all employees within their work unit, shift, and job skill as far as the character of the work permits. It is recognized that certain factors, such as employee availability and last minute or emergency assignments needs, may cause unequal distribution of overtime.

8. Breaks

8.1 All full-time employees (working six (6) or more hours per day) shall be entitled to two (2) fifteen (15) minute District paid rest periods per day. Such time shall be mutually agreed upon between the employees and their immediate supervisor.

8.2 All employees working four (4) or more hours, but less than six (6), shall be entitled to one (1) 15-minute District paid rest period. Such time shall be mutually agreed upon between the employees and their immediate supervisor.

9. District Initiated Closure (Shut Down)

9.1 An employee who is excused from work due to a District initiated closure on a normally scheduled workday shall be paid the regular rate of pay for that day. An employee who would otherwise be on a leave of absence

for that day shall be charged under that leave.

- 9.2 An employee who is directed and authorized by the immediate supervisor to work on such a day of District initiated closure shall be compensated on an overtime basis for such work. Such compensation shall be pay, equal to time and one-half of the employee's regular rate of pay.
- 9.3 Any employee on authorized leave or authorized vacation shall have the right to reject any offer, or request for overtime, call-back, call-in or on-call time.
- 9.4 On any school day during which pupils would otherwise have been in attendance, but are not, and for which certificated personnel received regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.

ARTICLE XXII

IN-SERVICE TRAINING

1. In-service attendance is required as part of your annual contract.
2. The training shall be no more than seven (7) hours at the regular rate of pay scheduled on a mutually agreeable day(s) that less than 12-month employees are not normally scheduled to work.
3. Complete restoration of contracted three (3) In-Service Days. In-Service Days shall be listed on the Board Approved Calendar each school year.
4. Nothing in this agreement shall preclude the District from providing in-service training funded by a source(s) other than SB1193 to all employees.

ARTICLE XXIII

JOB DESCRIPTIONS

Job descriptions are a collaboration between management and the unit. The process to introduce and/or update current job descriptions for the District shall be as follows:

1. Introduction of new job descriptions
 - 1.1. The District will be responsible for the creation of new job descriptions.
 - 1.2. Once a draft job description is agreed upon between management and Human Resources, the proposed job description will be sent to CSEA delegate(s) for review.
 - 1.3. CSEA delegate(s) review and can make suggestions or get clarifying information.
 - 1.4. Once review process is complete, job description is considered finalized and will be posted on District web site.
2. Update of current job descriptions
 - 2.1. Updating job descriptions should take place on a consistent basis to ensure position requirements are current.
 - 2.1.1. Current job description will be sent to Admin/Supervisor for review.
 - 2.1.2. Admin/Supervisor collaborates with staff related to the job description and makes updates as necessary.
 - 2.1.3. Updates are sent to Human Resources for review. HR will make suggested changes.
 - 2.1.4. Human Resources notifies CSEA delegate(s) about job description(s) updates available for review.

2.1.5.CSEA either receives updates via email or reviews in person.

2.1.6.During review, CSEA can make suggestions or get clarifying information.

2.1.6.1. The District and CSEA agree to meet and confer when consensus cannot be reached on any particular job description update.

2.1.7.Once review process is completed, job descriptions are considered finalized and posted on the District website.

Approved **RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT**
2022-2023 School Calendar

School Hours 8:20 a.m. to 2:50 p.m.

Traditional

	M	T	W	Th	F
July					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
	21 Days				
August	1	2	3	4	5
	8	9	10	11	12
	15	16	17*	18	19
	22	23	24*	25	26
	29	30	31*		
	15 Days				
September				1	2
	5	6	7*	8	9
	12	13	14*	15	16
	19	20	21*	22	23
	26*	27*	28*	29*	30*
	21 Days				
October					
	3	4	5*	6	7
	10	11	12*	13	14
	17	18	19*	20	21
	24	25	26*	27	28
	31				
	21 Days				
November		1	2*	3	4
	7	8	9*	10	11
	14	15	16*	17	18**
	21	22	23	24	25
	28	29	30*		
	16 Days				
December				1	2
	5	6	7*	8	9
	12	13	14*	15	16
	19	20	21*	22**	23
	26	27	28	29	30
	16 Days				

 Instruction Begins/Ends

 Local Holiday

 Legal/Contract Holidays

 Inservice/Teacher Duty Days

End of Trimesters: November 4, 2022
 March 3, 2023
 June 2, 2023

Conf Weeks: September 26 - September 30
 January 23 - January 27th

	M	T	W	Th	F
January	2	4	5	6	7
	9	10	11*	12	13
	16	17	18*	19	20
	23*	24*	25*	26*	27*
	30	31			
	15 Days				
February			1*	2	3
	6	7	8*	9	10
	13	14	15*	16	17
	20	21	22	24	24
	27	28			
	15 Days				
March			1*	2	3
	6	7	8*	9	10
	13	14	15*	16	17
	20	21	22*	23	24
	27	28	29*	30	31
	23 Days				
April					
	3	4	5*	6	7
	10	11	12	13	14
	17	18	19*	20	21
	24	25	26*	27	28
	14 Days				
May	1	2	3*	4	5
	8	9	10*	11	12
	15	16	17*	18	19
	22	23	24*	25	26
	29	30	31*		
	22 Days				
June				1	2*
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
	2 Days				

Total Instructional Days: 180

Total Duty Days: 184

Instruction begins: August 11, 2022

Instruction ends: June 02, 2023

*= Minimum Day (all Wednesdays)/Parent
 Conferences Districtwide- 12:45 p.m.

**=Minimum Day/Pre-Holiday/Last Day of
 School :12:45 p.m.

Board Approved 05.10.2022



2022 - 2023

RED BLUFF UNION ELEMENTARY SCHOOL

CLASSIFIED JOB CLASSIFICATIONS

CLASSIFICATION JOB TITLE	RANGE	SALARY	
		MINIMUM	MAXIMUM
EDUCATIONAL SERVICES			
Supervision Assistant	13	\$16.02	\$24.53
Cafeteria Clerk			
Computer Clerk			
Crosswalk Supervision			
Paraprofessional-Instructional	14	\$15.94	\$24.41
Paraprofessional-Special Education			
Paraprofessional - Special Ed-Driver	16	\$16.75	\$25.65
Campus Supervisor	18	\$17.59	\$26.95
Health Attendance Assistant			
District ELL Paraprofessional	19	\$18.03	\$27.62
Library Technician			
School Secretary	22	\$19.42	\$29.74
Account Technician, Nutrition Services	25	\$20.91	\$32.03
Account Technician, AR/AP			
District Payroll Specialist			
Registrar			
Secretary to the Assistant Superintendent			
Secretary to the Director of Student Support			
Technology Support Specialist	35	\$26.77	\$41.00
CalPADS Coordinator			
FOOD SERVICE			
Food Service Worker	13	\$15.55	\$23.82
Food Service Cook	15	\$16.34	\$25.02
Food Service Cook, Manager	21	\$18.95	\$29.02
MAINTENANCE AND OPERATIONS			
Night Custodian	16	\$16.75	\$25.65
Day Custodian	19	\$18.03	\$27.62
Warehouse/Delivery Worker	22	\$19.42	\$29.74
Maintenance/Grounds Worker #1	22	\$19.42	\$29.74
Maintenance/Grounds Worker #2	24	\$20.40	\$31.25
Maintenance/Grounds Worker #3	26	\$21.44	\$32.83

Approved: 06/21/2022



2022 - 2023
RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE - HOURLY

Approved: 06/21/22
 Effective: 07/01/22

RANGE	STEP																		
	1	2	3	4	5	6	7	8	9	10	11-12	13-14	15	16-17	18-19	20	21-22	23-24	25+
13	16.02	16.82	17.66	18.54	19.47	20.44	20.70	20.95	21.21	21.46	21.67	22.08	22.49	22.69	23.10	23.51	23.71	24.12	24.53
14	16.42	17.24	18.10	19.00	19.95	20.95	21.21	21.48	21.74	22.00	22.21	22.63	23.05	23.26	23.68	24.08	24.30	24.72	25.14
15	16.83	17.67	18.55	19.48	20.45	21.48	21.74	22.01	22.28	22.55	22.76	23.19	23.62	23.84	24.27	24.70	24.91	25.34	25.77
16	17.25	18.11	19.02	19.97	20.96	22.01	22.29	22.56	22.84	23.11	23.33	23.77	24.21	24.43	24.87	25.31	25.53	25.97	26.42
17	17.68	18.56	19.49	20.47	21.49	22.56	22.84	23.13	23.41	23.69	23.92	24.37	24.82	25.04	25.50	25.95	26.17	26.62	27.08
18	18.12	19.03	19.98	20.98	22.03	23.13	23.42	23.71	23.99	24.28	24.51	24.98	25.44	25.67	26.13	26.60	26.83	27.29	27.75
19	18.57	19.50	20.48	21.50	22.58	23.71	24.00	24.30	24.59	24.89	25.13	25.60	26.08	26.31	26.79	27.28	27.50	27.97	28.45
20	19.04	19.99	20.99	22.04	23.14	24.30	24.60	24.91	25.21	25.51	25.76	26.24	26.73	26.97	27.46	27.94	28.19	28.67	29.16
21	19.51	20.49	21.51	22.59	23.72	24.91	25.22	25.53	25.84	26.15	26.40	26.90	27.40	27.64	28.14	28.64	28.89	29.39	29.89
22	20.00	21.00	22.05	23.15	24.31	25.53	25.85	26.17	26.49	26.80	27.06	27.57	28.08	28.34	28.85	29.36	29.61	30.12	30.63
23	20.50	21.53	22.60	23.73	24.92	26.17	26.49	26.82	27.15	27.47	27.74	28.26	28.78	29.04	29.57	30.08	30.35	30.88	31.40
24	21.01	22.07	23.17	24.33	25.54	26.82	27.16	27.49	27.83	28.16	28.43	28.97	29.50	29.77	30.31	30.84	31.11	31.65	32.18
25	21.54	22.62	23.75	24.93	26.18	27.49	27.83	28.18	28.52	28.87	29.14	29.69	30.24	30.51	31.06	31.61	31.88	32.44	32.99
26	22.08	23.18	24.34	25.56	26.84	28.18	28.53	28.88	29.23	29.59	29.87	30.43	31.00	31.28	31.84	32.40	32.68	33.25	33.81
27	22.63	23.76	24.95	26.20	27.51	28.88	29.24	29.60	29.97	30.33	30.62	31.19	31.77	32.06	32.64	33.21	33.50	34.08	34.66
28	23.20	24.36	25.57	26.85	28.19	29.60	29.97	30.34	30.71	31.08	31.38	31.97	32.57	32.86	33.45	34.05	34.34	34.93	35.53
29	23.78	24.96	26.21	27.52	28.90	30.34	30.72	31.10	31.48	31.86	32.17	32.77	33.38	33.68	34.29	34.90	35.20	35.81	36.41
30	24.37	25.59	26.87	28.21	29.62	31.10	31.49	31.88	32.27	32.66	32.97	33.59	34.21	34.52	35.15	35.77	36.08	36.70	37.32
31	24.98	26.23	27.54	28.92	30.38	31.88	32.28	32.68	33.08	33.47	33.79	34.43	35.07	35.39	36.03	36.66	36.98	37.62	38.26
32	25.60	26.86	28.23	29.64	31.12	32.68	33.09	33.49	33.90	34.31	34.64	35.29	35.95	36.27	36.93	37.58	37.91	38.56	39.21
33	26.24	27.56	28.93	30.38	31.90	33.48	33.91	34.33	34.75	35.17	35.50	36.17	36.84	37.18	37.85	38.52	38.85	39.52	40.19
34	26.90	28.25	29.66	31.14	32.70	34.33	34.76	35.19	35.62	36.05	36.39	37.08	37.77	38.11	38.80	39.48	39.83	40.51	41.20
35	27.57	28.95	30.40	31.92	33.51	35.19	35.63	36.07	36.51	36.95	37.30	38.01	38.71	39.06	39.77	40.47	40.82	41.52	42.23

RBUESD contributes \$15,000 per year for full-time employees towards health benefit coverage. RBUESD's contribution is prorated for employees that work less than full-time.

Due to SB3, California State Minimum Wage Order, MW-2017, RBUESD is required to comply with the minimum wage increases. The wages highlighted above will be paid at minimum wage levels indicated below, effective January 1 of each year listed.

January 1, 2023: \$15.50 (projected)

**RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION REPORT**

☐ Bidwell ☐ CDS ☐ District Office ☐ Jackson Heights ☐ Metteer ☐ Vista

Name of Employee

Classification

1. Exceeds Standards - exceeds the requirements of the job
 2. Meets Standards - meets the requirements of the job
 3. Needs Improvement* - generally satisfactory, but some improvement is needed
 4. Unsatisfactory* - not up to requirements of the job
 (*Each evaluation rating stating Needs Improvement or Unsatisfactory requires a comment below.)

	1	2	3	4		1	2	3	4
1. Adaptability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Interpersonal skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Attendance/Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Job knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Attitude	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Judgment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Communication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Organizational skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Confidentiality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Quality of work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Dependability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Integrity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Thoroughness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Job strengths and examples of superior performance:

Specific work performance deficiencies or job behavior requiring improvement or correction:

Specific goals or improvement programs to be undertaken during the next evaluation period:

SUMMARY EVALUATION (Overall Performance):

☐ Exceeds Standards ☐ Meets Standards ☐ Needs Improvement ☐ Unsatisfactory

Employee Comments:

I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

Signature of Supervisor or Principal

Date

Signature of Employee

Date

Distribution: Human Resources (Original) Supervisor Employee

Adaptability	Maintains effectiveness in a variety of environments, with different tasks, responsibilities and people.
Attendance/ Punctuality	Demonstrates the ability to be present on the job, on time and attend all required meetings.
Attitude	Gets along well with fellow employees, works harmoniously with others, shares enthusiasm for work.
Communication	Demonstrates the ability to communicate effectively with others, both in writing and orally.
Confidentiality	Does not disclose confidential or sensitive information received in any form that would violate the personal privacy of any students, staff or patron.
Dependability	Assumes and carries out the commitments and obligations of the positions. Works with minimum supervision and completes work on time.
Initiative	Takes action in completing assignments with minimum supervision.
Integrity	Maintains and promotes honest, honorable and ethical behavior.
Interpersonal Skills	Relates to and interacts with others in a positive way that results in cooperation, mutual respect and common benefit.
Job Knowledge	Understands background knowledge, techniques, principles, technical disciplines, procedures, etc. required for effective job performance.
Judgment	Arrives at good decisions by utilizing sound, step-by-step problem solving techniques to identify problems and possible causes.
Organizational Skills	Priorities are usually well defined and developed to accomplish day-to-day work and long -range goals. Divides and organizes projects into identifiable tasks.
Quality of Work	Has the ability to perform work duties accurately; pays attention to detail and neatness of work.
Responsibility	Accepts accountability for own actions; conscientiously fulfills own obligations; demonstrates reliability and trustworthiness.
Safety	Shows efforts to avoid situations, which are unsafe and may cause injury to himself/herself and others. Observes safe workplace procedures.
Thoroughness	Monitors assignments or projects; takes into consideration the characteristics of the assignment or project; sees a task to completion regardless of the difficulties encountered.

DEFINITION OF IMMEDIATE FAMILY**PERSONAL NECESSITY**

Mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee; the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or other person(s) living in the immediate household of the employee.

- Spouse is defined as married or registered domestic partner.
- Mother and father are defined to include stepmother and stepfather
- Son and daughter are defined to include stepson and stepdaughter

BEREAVEMENT

Mother, father, grandmother, grandfather, aunt, uncle, or grandchild of the employee or spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law or sister-in-law, of the employee or any relative living in the immediate household of the employee.

- Spouse is defined as married or registered domestic partner.
- Mother and father are defined to include stepmother and stepfather
- Son and daughter are defined to include stepson and stepdaughter

CLASSIFIED PLAN FOR IMPROVEMENT

DIRECTIONS: Any employee who has areas needing improvement or which are unsatisfactory must develop a Plan for Improvement with the employee's supervisor. The supervisor lists the areas needing improvement and both the supervisor and employee indicated what each agree is necessary to implement the plan, and by when.

Employee's Name: _____

Date: _____

Position: _____

Primary Evaluator: _____

Advisory Evaluator: _____

Areas needing improvement:

The Employee agrees to:

The Evaluator agrees to:

By (Date): _____

Employee's Signature_____
Primary Evaluator's Signature_____
Secondary Evaluator's Signature

GRIEVANCE REPORT FORM

Page 1 of 4

Name _____ School Site _____

Date Filed _____ Assignment _____

Level I

A. Date cause of grievance occurred _____

B. Statement of grievance (include reference to contract article involved)

C. Relief sought _____

Signature of Grievant

Date

D. Proposed resolution by Supervisor _____

Signature of Supervisor

Date

GRIEVANCE REPORT FORM

Page 2 of 4

Level II – Superintendent

A. Date of Appeal _____

B. Reason for Appeal _____

C. Date of Meeting with Superintendent _____

D. Proposed Resolution by Superintendent: _____

Signature of Superintendent

Date

GRIEVANCE REPORT FORM

Page 3 of 4

Level III - Governing Board

A. Date of Appeal _____

B. Reason for Appeal _____

Signature of Grievant

Date

C. Date of meeting with Board _____

D. Proposed Resolution by Board _____

Signature of Board President

Date

GRIEVANCE REPORT FORM

Page 4 of 4

Level IV - Arbitration

- A. I hereby request that the Red Bluff Elementary Educators Association/California School Employees Association, Chapter #629 submit my grievance to arbitration.

Signature of Grievant

Date

- B. The Red Bluff Elementary Educators Association/California School Employees Association's decision is:

☐ to submit

☐ not to submit this grievance to arbitration.

Signature of President

Date

- C. Arbitration:

Date submitted _____

Name of Arbitrator _____

Decision of Arbitrator (please attach all findings of fact, reasoning and conclusions on the issue(s) submitted):

Signature of Arbitrator

Date

APPENDIX G

AVAILABILITY FOR ADDITIONAL WORK

Date: _____ (A new form must be submitted annually by June 1)

Name: _____

Phone: _____

Current position: _____

Types of work you're interested in performing: _____

Expertise / experience _____