

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN THE
CUTLER-OROSI UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S CHAPTER #253

2016-2019

Including the reopeners for 2017/2018

April 25, 2018

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Recognition	3
2	No Discrimination	3
3	Organizational Security	3
4	Employee Rights	4
5	Employer Rights / District Powers	5
6	Organizational Rights	6
7	Union Stewards	7
8	Duty Hours / Overtime	7
9	Pay and Allowances	9
10	Out of Class Assignments	12
11	purposely left blank	12
12	Professional Growth	12
13	Health and Welfare	14
14	Holidays	15
15	Vacations	17
16	Transfers /Promotions/Reclassifications.....	18
17	Evaluations	20
18	Leaves	21
19	Grievances	27
20	Layoff and Reemployment	30
21	Disciplinary Action	32
22	Concerted Activities	35
23	Safety.....	36
24	Retirement.....	36
25	Negotiations.....	37
26	Miscellaneous Provisions.....	38
27	Severability.....	38
28	Contracting Out.....	38
29	Employee Expenses and Materials.....	39
30	Drug and Alcohol Testing.....	39
31	After School Programs	39
32	Duration.....	39
	Salary Schedule	41
	Classification Index	42
	Health and Welfare Benefit Summary	44
	Classified Employee Evaluation Form	45

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

ARTICLE 1: RECOGNITION

- 1.1 The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described herein and incorporated by reference as a part of this Agreement. All newly created positions and classifications, except those that are lawfully Management, Confidential, Supervisory or Certificated shall be assigned to the bargaining unit. Prior to disputed cases being submitted to PERB for resolution, the District and the Association agree to attempt to resolve the dispute. Excluded from the Unit are substitutes and short-term employees.

ARTICLE 2: NO DISCRIMINATION

- 2.1 Discrimination Prohibited: No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or unlawfully discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status and, to the extent prohibited by law, no person shall be unlawfully discriminated against because of age, sex or physical handicap.
- 2.2 No Discrimination on Account of CSEA Activity: Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or unlawfully discriminate against employees because of the exercise of rights to engage or not to engage in CSEA activity.
- 2.3 Affirmative Action: The District and CSEA agree that an effective affirmative action program is beneficial to the District, employees, and the community; the parties agree and understand that the responsibility for an Affirmative Action plan rests with the employer. The District agrees that no provision shall be adopted in the Affirmative Action plan that violates employee rights as set out in the Agreement.

ARTICLE 3: ORGANIZATIONAL SECURITY

- 3.1 Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, employees will be assessed at the rate of 1.5% of their monthly gross salary (exclusive of overtime but including longevity, professional growth, and anniversary increments) but shall not exceed a yearly maximum as established by CSEA. Deductions for bargaining unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payment by the end of the school year.
- 3.2 Any unit member who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments payable to the Association in one lump-sum cash payment in the same manner as required for the payment for membership dues. In the event that a unit member shall not pay such fee directly to the Association, the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 (or 87834) and in the same manner as set forth in paragraph 3.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions. Payment of such fee shall be a condition of continued employment.

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

- 3.3 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association, as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to a non-religious, non-labor organization, charitable funds approved by the Association and exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code. Such payment shall be made on or before October 30 of each school year.
- 3.3.1 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 3 above, shall be made on an annual basis to the Association as a condition of continued exemption from the provisions of paragraph 3.2 of this Article. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 30 of each school year to the Association.
- 3.4 With respect to all sums deducted by the District pursuant to the paragraphs above, whether for membership dues or agency fee, the District agrees to remit such monies each month to the Association accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made.
- 3.5 The Association agrees to furnish any information regarding membership status and any other information needed by the District to fulfill the provisions of this Article. Such information shall be updated on a monthly basis.
- 3.6 The Association agrees to hold the District harmless pursuant to this Agreement. In addition, in the event the County or its agent does not meet deadlines for warrants to be issued to the District, the District shall be held harmless.
- 3.7 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit unions, or any other plans or programs jointly approved by the Association and the District.
- 3.8 Whenever there is a dues increase, the Association shall provide the designated District Business Office employee with notification of the increase at a time sufficiently prior to the effective date (a minimum of thirty [30] days) of the increase to allow the District an opportunity to make the necessary changes and with a copy of the notification of the increase which the Association has sent to all concerned members.

ARTICLE 4: EMPLOYEE RIGHTS

- 4.1 Personnel Files: The personnel files of each employee shall be maintained at the District's central administration office. Any files kept by any supervisor of any employee shall not contain any material that is not in the main personnel file. No adverse action of any kind shall be taken against an employee based upon materials that are not in the personnel file.
- 4.1.1 Employees shall be provided with copies of any written material ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

during normal working hours and without loss of pay to initial and date the material. The written response shall be prepared by the employee on his own time and shall be attached to the material.

- 4.1.1.1 The District shall clearly specify on each and every written document to be placed in the employee's personnel file that the employee has the right to respond within ten (10) days and that the document is going to be placed into their file. No documentation without the above notice shall be placed into the employee's personnel file.
- 4.1.2 An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee's personnel file. (With immediate supervisor permission.)
- 4.1.3 All personnel files shall be kept in confidence and shall not be available for inspection to other employees of the District. The employee's personnel file shall be available for examination by the employee. The employee may be accompanied by his/her representative.
- 4.1.4 Any person who places written material or drafts written material for placement in any employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement. Employees shall be given a copy of all material or drafts placed into his/her personnel file. Employees must sign acknowledging receipt of the material that does not necessarily reflect that the employee is in agreement with the content of the material. Failure to acknowledge receipt may lead to disciplinary action.

ARTICLE 5: EMPLOYER RIGHTS AND DISTRICT POWERS

- 5.1 It is understood and agreed that the employer retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: direct the work of its employees; determine the method, means, and services to be provided; establish the educational philosophy, goals, and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move, or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work as statute permits. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency.
 - 5.1.1 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
 - 5.1.2 The employer will amend its written policies and procedures and take such other action by resolution or otherwise, as may be necessary, to give full force and effect to the provisions of this Agreement.

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

- 5.1.3 The employer retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in case of emergency. The determination of whether or not an emergency exists is solely within the discretion of the employer.

ARTICLE 6: ORGANIZATIONAL RIGHTS OF CSEA CHAPTER #253

- 6.1 CSEA Chapter 253 shall have the following rights in addition to the rights contained in any other portion of this Agreement.
- 6.1.1 The right of access to areas in which employees work, at reasonable times which do not interfere with or overlap the employee's work schedule. These times include lunch, breaks, and before and after work. Reasonable access to After-School Program employees, including Recreation and Enrichment Employees and AVID Tutors, shall be scheduled through the immediate supervisor for these programs.
- 6.1.2 The right to use without charges institutional bulletin boards where employees work, mailboxes, and the use of the intra-district school mail system.
- 6.1.3 The right to use without charges institutional equipment, facilities, and buildings at reasonable times. The immediate supervisor of the facility or building may grant the Association use of District equipment as long as such use is in accordance with the accepted District procedure and as long as the use of such equipment does not interfere with the normal student instruction or work production of the District.
- 6.1.4 The right to be supplied with a complete seniority roster of all bargaining unit employees on the effective date of this Agreement and every October 1 thereafter. The roster shall indicate the employee's present classification and primary job site, if possible.
- 6.1.5 The right to receive two (2) copies of any budget or financial material submitted at any time to the governing board.
- 6.1.6 The right to review any other public material in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.
- 6.1.7 The right of one hundred sixty (160) hours of paid release time for union business each year other than negotiations. Prior approval from the Superintendent or designee and the Chapter President is required for all release time. Any unused hours of paid release time shall be accumulated from year to year through the duration of the agreement. At the end of the contract (June 30, 2019) any unused hours shall expire. Association members shall be afforded the opportunity to attend monthly Association meetings (ratifications, etc.) as long as the work of the District is not impeded.
- 6.2 Distribution of Contract: Within forty-five (45) days after the execution of this contract, the District shall print or duplicate and provide without charge a copy of this contract to every employee in the bargaining unit, plus ten (10) copies for Association use. Any employee, who becomes a member of the bargaining unit after the execution of this Agreement, shall be provided with a copy of this Agreement by the CSEA chapter. Each employee in the bargaining unit shall be provided with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

- 6.3 Overtime records shall be available for review by the CSEA Executive Board on a quarterly basis:
On or about October 1st
On or about January 1st
On or about April 1st
On or about July 1st
- 6.4 The Association will be provided an opportunity to attend ‘new hire’ orientations. Release time for the Chapter President or designee for this purpose will be fifteen (15) minutes each month.
- 6.5 CSEA and the District shall have the right to meet and consult with one another every odd numbered month, on the last day of the month. Items of discussion shall be submitted in writing at least three (3) working days prior to the last work day of the month. The three (3) working days advanced notice may be waived if mutually agreed upon by both parties.

ARTICLE 7: UNION STEWARDS

- 7.1 Selection of Union Steward: CSEA reserves the right to designate the number and the method of selection of Union Stewards. CSEA shall notify the District in writing of the names of the Union Stewards and the group they represent. If a change is made, the District shall be advised in writing of the change within five (5) working days.
- 7.2 Duties and Responsibilities of Union Steward: The following shall be understood to constitute the duties and responsibilities of Union Steward.
- 7.2.1 After notifying his/her immediate superior, a Union Steward shall be permitted to leave his/her normal work area during reasonable times in order to assist in investigation, preparation, writing, and presenting of grievances. The Union Steward shall advise the Supervisor of the grievant of his/her presence. The Union Steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.
- 7.2.2 If an adequate level of service cannot be maintained in the absence of a Union Steward at the time of the notification mentioned above, the Union Steward shall be permitted to leave his/her normal work area no later than twenty-four (24) hours after the Union Steward provides notification.
- 7.3 CSEA Staff Assistance: Union Stewards shall at any time be entitled to seek and obtain assistance from CSEA Staff Personnel as long as it does not disrupt the operational needs of the District.

ARTICLE 8: DUTY HOURS; OVERTIME

- 8.1 Work Day: The workday for all employees shall be established and regularly fixed by the District no later than September 1st of each school year in order to meet the District's educational goals and objectives, and to function in an organized and efficient manner. It is understood that changes may be made throughout the year in emergency situations or to meet program and /or student needs. Such changes shall not take effect until advance written notice has been provided to CSEA.
- 8.2 Work Week: The workweek for full-time employees shall be forty (40) hours, rendered in units of eight (8) hours, exclusive of a District designated lunch period. The workweek will consist of five (5) consecutive workdays for all employees rendering service averaging four (4) hours or more per

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

day during the workweek. The District retains the right to extend the regular workday or work week when it is deemed necessary to carry out the District's business.

- 8.3 Lunch Period: Not less than a thirty (30) minute nor more than a 120 minute non-compensated lunch period shall be provided all employees who render service of at least six (6) consecutive hours. The uninterrupted lunch period shall be assigned by the immediate administrator, normally to be taken at the conclusion of hour (4) hours of service or about the mid-point of each shift.
- 8.4 Rest Period: A fifteen (15) minutes compensated rest period shall be provided all employees for each four (4) hour period of service or major fraction thereof. The rest period herein described shall be taken at the discretion of the immediate administrator.
- 8.5 Overtime: Overtime compensation shall be provided employees who are directed by the immediate administrator or District administrative staff to work in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week. Employees on their own are not to determine if overtime is to be worked.
- 8.5.1 Employees excused from work because of holidays, sick leave, vacation, compensatory time, or other paid leave of absence shall be allowed to utilize the time off as time worked for the purpose of computing the number of hours worked for overtime service credit.
- 8.5.2 Employees who are directed and authorized by their immediate administrator and who provide service to the District for five (5) consecutive work days, averaging four (4) hours or more per day, shall be compensated on the 6th and 7th day following the commencement of the work week at the rate of time and one-half of the regular rate of pay.
- 8.5.3 Employees who are directed and authorized by their immediate administrator and who serve five (5) consecutive days, averaging less than four (4) hours per day, shall be compensated on the 7th day at time and one-half of the regular rate of pay.
- 8.5.4 Employees authorized to take compensatory time off in lieu of cash compensation for authorized overtime shall take the compensatory time off within the fiscal year. If not scheduled by July 10 of the next fiscal year, the employee shall be paid for all compensatory time accrued.
- 8.5.5 Any employee required to work on holidays will be paid according to Education Code 45203 provisions.
- 8.6 Hours and Overtime--Right of Refusal: Any employee of this unit shall have the right to reject any offer or request for overtime or call back except in cases of emergency which is defined as short-term, non-recurring incident(s) requiring the attention of the employee.
- 8.7 Overtime / Extra Time – Distribution: All overtime / extra time hours shall be distributed on a rotational basis by seniority as equally as is practical among bargaining unit members within each work site by job classification. A list containing the names of the bargaining unit members, their worked hours, and refused hours shall be recorded at all times by the appropriate supervisor or his/her designee. Job classifications shall be recognized as clerical; transportation; campus security; pre-school; custodial; grounds; instructional aides; and food service for this section only.
- 8.8 Ten/Twelve Month Employees: For the purpose of this Agreement, the following definitions shall apply:

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

- 8.8.1 Twelve-month employee--any unit member providing twelve (12) months of service per fiscal year (228-238 actual workdays).
- 8.8.2 Eleven-month employee--any unit member providing eleven (11) months of service per fiscal year (208-227 actual workdays).
- 8.8.3 Ten-month employee--any unit member providing between 182 and 207 days of service.
- 8.8.4 Nine-month employee--any unit member providing between 162 and 181 days of service.
- 8.9 For employees hired after 07/01/91, a flexible schedule is permitted [i.e. Tuesday through Saturday]. The employee will receive additional compensation equivalent to 5% for time worked other than the standard Monday through Friday workweek as defined in the California Education Code.
- 8.10 Any employee may be requested to work a flexible schedule based on seniority with at least five-(5) days notice. Any hours worked other than the standard Monday through Friday will be compensated at a five percent (5%) differential for those hours only.
- 8.11 Increase in Hours. When additional hours are assigned to a position on a regular basis, the assignment shall be offered to the employee in the same class with the greatest Seniority within the class, providing they meet the qualifications and requirements of the job description and job assignment. * If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of bargaining unit Seniority until the assignment is made. * Exceptions to this provision may be made where additional hours are needed on a 'site-specific' basis in order to avoid unnecessary travel or to add to a part-time position. Once additional hours are accepted in any assignment, the assignment will be changed to reflect the longer hours and shall be considered as hours of one assignment.
- 8.12 4-10 Summer Work Hours: Prior to a 4 day / 10-hour day workweek being implemented, the District and CSEA shall negotiate a Sideletter of Agreement no later than May 1st.

ARTICLE 9: PAY AND ALLOWANCES

- 9.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in the Appendix. The regular rate of pay shall include any longevity increment required to be paid under this Agreement. The salary schedule in effect on June 30, 2017, shall be increased by two percent (2.0%) effective July 1, 2017. The salary schedule is 'squared' with a consistent five percent (5 %) between steps and two percent (2.0 %) between ranges. In addition, employees shall be granted a one-time **off** schedule .5% payment at the end of the 2017/2018 school year.
- 9.1.1 One percent (1.00%) shall be added to the salary schedule effective July 1, 2016 for the purchase of the required Professional development safety training. This one percent (1.0%) shall be paid out of supplemental/concentration funds (LCAP). The total increase to the salary schedule for the 2016/2017 school year shall be 3.50%.
- 9.1.2 The required safety training must be completed on employee's own time by September 1

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

of each year. The District will provide access to technology to employees beginning July 1 of each year to complete the required safety training.

- 9.1.3 The District and CSEA agree that the safety training requirements shall be reviewed on an annual basis.
 - 9.1.4 Two (2) days of vacation buy-back (now additional work days) remain in effect annually until changed by negotiation. These days are paid out of LCAP funds.
 - 9.1.5 The two (2) additional work days shall be used for professional development as designated by the District on days designated by the District. CSEA members shall be surveyed for staff development input.
 - 9.1.6 Employees who miss a purchased staff development day designated by the District shall use authorized leave as approved in this Agreement. Vacation time may not be used on staff development days.
- 9.2 Paychecks: All regular paychecks of employees in the unit shall be itemized to include all deductions. Checks are provided over 12 months with 10-month employees receiving deferred payments. Employees who work under more than one job description (employees with combined positions) shall be paid at the appropriate rate for the job description pro-rated by the time that they serve in each position.
- 9.3 Frequency--Once Monthly: The District shall make arrangements for all employees in the bargaining unit to be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
- 9.4 Payroll Errors: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental warrant issued. When the District discovers that an overpayment has been made to an employee, it shall notify the employee of the overpayment and provide an opportunity to respond. The employee shall then be permitted to implement a voluntary payroll deduction through a sufficient number of pay periods that will not result in a deduction of more than 25% of the employee's monthly pay unless the number of pay periods remaining does not allow for said deduction (final paycheck).
- 9.5 Lost Checks: Any paycheck for an employee in the bargaining unit that is lost shall be replaced.
- 9.6 Promotion Compensation: Employees permanently selected by the District to a position which is compensated at a higher salary range than their present salary range shall be deemed to have been promoted and shall be placed at the appropriate salary range for the position classification to which they have been selected which provides at least a 5% increase if available.
- 9.7 Meals: The District shall provide expense reimbursement on a necessary and actual basis for employees who are required by District management to attend conferences, conventions, and meetings. The District may provide expense reimbursement on a necessary and actual basis for employees who have secured permission from District management to attend conferences, conventions and meetings.
- 9.8 Lodging: Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed according to District policy or be provided lodging at District expense.

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

- 9.9 Longevity: Longevity compensation shall commence the first day of the month following the completed years of service. Effective July 1, 2017 the longevity payments shall be as follows:

LONGEVITY PAYMENTS

After 10 calendar years of service	\$ 40.00 per month
After 15 calendar years of service	\$ 55.00 per month
After 20 calendar years of service	\$ 70.00 per month
After 25 calendar years of service	\$ 85.00 per month
After 30 calendar years of service	\$100.00 per month
After 35 calendar years of service	\$115.00 per month

- 9.10 Bus Driver Meals: Whenever it is necessary for bus drivers to be on official business after the regular work day, the District will make every effort to provide a duty free meal period. This meal period will be non-compensated. Meals will be reimbursed at the established rate approved by the Board of Education. At the employee's option, an employee may stay in paid status but must furnish his or her own meals.
- 9.11 Probationary Period: All employees hired into the District shall serve a probationary period of twelve (12) calendar months. Any employee in the bargaining unit who receives a promotion or transfers to a new classification shall serve a six (6) month probationary period in the new position. If such employee fails the probation period for a promotion, he/she shall be reassigned to their former classification.
- 9.12 Employees who obtain a valid California School Bus Driver's Certificate and who drive busses for the District when needed, shall be paid at a rate five (5) ranges above those designated in Appendix A.
- 9.13 Each driver shall be required to demonstrate his/her ability to safely operate District vehicles at least once a year. Any driver who is unable to demonstrate this ability will be given additional training to improve his/her performance to District standards. Any driver who does not improve his/her performance to District standards within 20 days of notification of non-performance shall have his/her pay reduced 5 ranges until his/her performance meets District standards. This timeframe may be extended if the District causes a delay. Drivers employed by the District for over 6 months shall be required to hold and maintain a California Highway Patrol School Bus Driver's license. Drivers whose job description includes possession of a valid CHP School Bus Driver's license and who do not maintain such license shall be subject to termination.
- 9.14 Night Differential: Night differential shall be paid at a differential of five percent (5.00%) for the duration of this Agreement.
- 9.15 NCLB: Designated NCLB employees who have met the requirement(s) shall receive \$125.00 per year pro-rated over the pay year as part of their regular check.
- 9.16 Step Increase: Employees must work at least 75% of the established work year in order to move to a higher step the following July 1st.
- 9.17 Any employee working as a Campus Security and Instructional Aide concurrently shall be compensated at the higher level of compensation for all hours worked.
- 9.18 Conference Attendance: Employees who attend voluntary professional development activities after hours and/or weekends, shall not be paid for their attendance. The District will pay for registration, meals, and accommodations. There will be no extra consideration or evaluative penalty for anyone

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

choosing or not choosing to attend.

ARTICLE 10: OUT OF CLASS ASSIGNMENTS

10.1 All bargaining unit members shall be assigned duties that are fixed and prescribed by the Governing Board. In the event an employee is assigned more than (5) working days within a fifteen-(15) calendar day period in a higher classification, his/her salary shall be adjusted to the nearest step of the higher classification. This increase would be for the entire period the employee is required to work out of classification.

ARTICLE 12: Professional Growth:

12.1 Philosophy

The professional growth program for classified employees is designed to promote activities which would assist the classified employee in acquiring the knowledge and skills needed to do his or her job well; to promote safe working practices and procedures; to provide the employee with opportunities to learn better and more efficient ways to do the job; to stimulate the employee to reach and maintain acceptable levels of productivity and job effectiveness; and to encourage the employee to improve his or her relations with students, other employees and the public.

12.2 Eligibility

12.2.1 Instructional aides and instructional support employees are not eligible for professional development or degree recognition under this article.

12.2.2 Site computer technicians are not eligible for professional development under this article.

12.2.3 The Professional Growth Schedule is to be used prior to attaining a degree and shall not be used in conjunction with Degree Recognition.

12.3 Professional Growth Committee

12.3.1 The Professional Growth Committee shall meet for the purpose of reviewing and ratifying professional growth credit once each year, between February 15 and March 15. If within ten (10) days of being notified by the District, a classified employee contests a decision of the Professional Growth Committee, he/she may request a special meeting of the Committee for reconsideration. The decision of the Committee shall be final.

12.3.2 The Professional Growth Committee shall consist of a total of seven (7) full-time District employees: the Assistant Superintendent, three (3) classified employees selected by the Association, each representing different departments of the classified staff, and three (3) District employees selected by the Assistant Superintendent. All decisions shall be based on a majority vote by the Committee. Anonymous paper ballots shall be used for voting.

12.3.3 All Committee member appointments shall be for a two-year (2) period. Members may be reappointed.

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

12.3.4 Appointees who are appointed to serve in place of committee member who withdraws from or resigns from the committee shall fill only the remainder of the term of the person he/she replaces.

12.4 Criteria for Evaluating Professional Growth Units

12.4.1 Employee must earn units for professional growth in areas that will enhance the skill/knowledge utilized in performing their duties. All professional growth units and/or hours must be earned during non-duty time and at the employee’s own expense.

12.5 Professional Growth Compensation

Professional growth units are adjusted at the beginning of each fiscal year. Units earned prior to District employment of two (2) years prior to being presented to the Committee shall not be eligible for consideration for growth compensation.

Increments	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th
Units Required	10	20	30	40	50	60	70	80	90
Employees working 5 to 8 hours per day	\$12 per work month	\$24 per work month	\$36 per work month	\$48 per work month	\$60 per work month	\$72 per work month	\$84 per work month	\$96 per work month	\$108 per work month
Employees working 4 to 4.9 hours per day	\$10 per work month	\$20 per work month	\$30 per work month	\$40 per work month	\$50 per work month	\$60 per work month	\$70 per work month	\$80 per work month	\$90 per work month
Employees working 3 to 3.9 hours per day	\$7 per work month	\$14 per work month	\$21 per work month	\$28 per work month	\$35 per work month	\$42 per work month	\$49 per work month	\$56 per work month	\$63 per work month

12.6 Criteria for Placement/Advancement on the Professional Growth Schedule:

12.6.1 College units from an accredited junior college, college, and/or university;

- a. all units are calculated as semester units and must be verified by official transcripts submitted to the Personnel office;
- b. credit shall only be given for college units completed with a “C” or better
- c. units must have relevance to work performed in the District or must meet the college/university requirement for obtaining a degree;

12.6.2 Seminars/Workshops not taken on District time or at District expense; nine (9) hours is equivalent to one half (1/2) a unit.

12.6.3 Continuing education hours required for licensure not taken on District time or at a District expense; nine (9) hours is equivalent to one unit.

12.6.4 The maximum number of units, which may be approved for credit in one (1) year, shall not exceed ten (10).

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

- 12.6.5 The maximum number of units, which may be approved for credit, shall not exceed (90) units per employee.
- 12.6.6 Only verified units will be considered by the Committee for approval. The responsibility for the completion and submission of all necessary information to obtain professional growth credits rests with the employee.
- 12.6.7 Courses reviewed and approved by the Committee at its spring meeting will be reflected in the employee's first pay period after July 1.

12.7 Degree Recognition:

Degrees attained in an area of study related to current job duties shall receive the following monthly payment. The Degree Recognition shall be non-cumulative, and compensation will only be awarded for one degree, at any given time.

12.7.1 Degree Recognition:

Associate's Degree:	\$100 per month
Bachelor's Degree:	\$125 per month
Master's Degree:	\$150 per month

ARTICLE 13: HEALTH AND WELFARE

- 13.1 The District shall provide employees with health, dental and vision insurance benefits as specified by the terms of the master contract between the District and the insurance carrier.
- 13.2 District Contribution: For the 2017-2018 benefit year the District shall contribute an amount of up to \$1,133.20 per month per full-time employee family unit, toward the payment of premiums for health, dental and vision programs. The plans shall be provided by SISC. The parties agree that the total District liability for Health and Welfare Benefits shall not exceed \$13,598.40 in any benefit year. Employees working three (3) hours or more but less than four (4) hours shall no longer have the opportunity to receive 25% of the premium paid by the District except any employee enjoying that benefit effective February 1, 2001, may continue to receive that contribution by the District.
- 13.3 This Article shall be subject to a reopener in the intermediate years of this Agreement.
- 13.4 Enrollment Forms: Each employee who completes the required enrollment form(s) will receive the health, dental and vision insurance benefits in accordance with the following eligibility:
 - 13.4.1 Full-time employees shall be covered by one hundred percent (100%) of the District contribution for payment of the insurance premium.
 - 13.4.2 Part-time employees regularly assigned to positions requiring less than full-time, but three (3) hours or more per day shall have the opportunity to be covered by a pro-rata District contribution and employee contribution equal to the full amount of the family premium established by the District and the carrier.

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

13.4.3 Position of Full Time Service:

Four (4) hours or more but less than five (5) hours:	
<u>District Contribution</u>	<u>Employee Contribution</u>
50% of the premium payment	50% of the premium payment
Five (5) hours or more but less than six (6) hours:	
<u>District Contribution</u>	<u>Employee Contribution</u>
75% of the premium payment	25% of the premium payment
Six (6) hours or more:	
<u>District Contribution</u>	<u>Employee Contribution</u>
100% of the premium payment	None

13.4.4 Part-time employees desiring coverage shall be required to complete an authorized payroll deduction form(s) for the difference between the District contribution and the total insurance premium cost.

13.5 Leave of Absence:

13.5.1 The District shall continue to contribute an employee's premium contribution while on paid leave status, in the same manner as if the employee had remained in regular service.

13.5.2 Employees on District approved non-paid leaves of absence may elect to continue coverage for themselves by mailing the monthly premium payment required for coverage made payable to the carrier and submitted to the business office.

13.5.3 Cancellation of Insurance: The employee insurance coverage, under the District's master insurance contract(s) shall be canceled under the following:

13.5.3.1 The leave expires and the employee does not return to active duty;

13.5.3.2 The premium payment is not received in the Business Office by the tenth of the preceding month.

ARTICLE 14: HOLIDAYS

14.1 Scheduled Holidays: The District agrees to provide employees in the bargaining unit with the following paid holidays:

1. New Years Day
2. Martin Luther King Day
3. Lincoln Day
4. President's Day
5. Friday of Spring Recess
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

11. Friday following Thanksgiving in lieu of Admission Day
 12. Christmas Eve Day
 13. Christmas Day
 14. New Year's Eve Day
- 14.2 Additional Holidays: Every day declared by the President, or the Governor of this State, as a public fast, mourning, thanksgiving, or holiday, or any day declared by the Governing Board under Education Code Section 45203 shall be a paid holiday for all employees in the bargaining unit.
- 14.3 Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the preceding Friday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following Monday shall be deemed to be that holiday.
- 14.4 Holiday Eligibility: Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 14.5 There shall be a total of three (3) 'early release' days prior to holiday periods. These days shall occur as follows: One day prior to the Thanksgiving Break; One day prior or during the Winter Break; and One day prior or during the Spring Break.
- 14.5.1 Instructional aides and school site employees not referenced below who work 6-8 hours per day are released 15 minutes after the students are released or upon completion of assigned duties whichever is later.
 - 14.5.2 School Secretaries and Clerks are released after all students have been picked up by parents or busses. This is interpreted as normally being around 2:30 p.m.
 - 14.5.3 Custodian/Bus Drivers, Transportation, and Maintenance employees take their early release time on their last workday before the holiday. Employees must work at least six (6) hours. All trash must be emptied and restrooms cleaned and other messes cleaned before custodians are released and all bus routes re completed.
 - 14.5.4 This provision (14.5) may not apply to part-time employees nor those in childcare programs, before/after school programs, or any other program where children must be supervised. It is understood that all employees do not get the same amount of release time.
- 14.6 When any work year provides for 261 workdays, all eligible twelve month employees shall receive a non-work, non-paid day so that the total work year shall be 260 days.
- 14.7 Attendance Day. Beginning with the 2013/2014 fiscal year, any bargaining unit member who is in attendance all working days other than those that are allotted (i.e. bereavement leave, CSEA release time, jury duty, vacation, compensatory time) will be entitled to a floating holiday herein referred to as "Attendance Day." An earned Attendance Day shall be utilized during the succeeding school year.

ARTICLE 15: VACATIONS

- 15.1 Every public school employer shall grant to regular classified employees an annual vacation at the

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

regular rate of pay earned at the time the vacation is commenced. Such vacation shall be as determined by the public school employer, but not less than five-sixths (5/6) of a day for each month in which the employee is in paid status for more than one-half the working days in the month, provided the employee is regularly employed.

15.2 Vacations shall be earned at the following schedule:

YEARS	12 MONTH	11 MONTH	SCHOOL TERM
1-5 years	10 Days	9.16 Days	8.33 Days
6	11 Days	10.00 Days	9.16 Days
7	12 Days	11.00 Days	10.00 Days
8	13 Days	11.90 Days	10.83 Days
9	14 Days	12.82 Days	11.66 Days
10-14	15 Days	13.75 Days	12.50 Days
15	20 Days	18.33 Days	16.60 Days
16 and up	20 Days	18.33 Days	16.60 Days

15.3 Vacation may, with the approval of the employer, be taken at any time during the school year. For the efficiency of the District operation, an employee may be required to reschedule his/her vacation to a different time. Vacation time may not be used on District designated staff development days. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the Superintendent or designee.

15.4 Earned vacation shall not become a vested right until completion of the initial six months of employment. An employee may accumulate not more than 40 days of vacation. Any time accrued in excess of 40 days shall be paid. Payment shall normally be on the July pay warrant. Employees who accrue thirty-six (36) vacation days shall be required to work with the supervisor to schedule and take vacation days.

15.5 The employee may be granted vacation during the school year even though not earned at the time the vacation is taken. Reconciliation of balances must be made by the end of each fiscal year.

15.6 If an employee is terminated and had been granted vacation which was not yet earned at the time of termination of his 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.

15.7 Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation.

15.8 This section shall not apply to substitute, short-term, or limited term employees, as they are defined in Sections 45103 and 45286.

15.9 Employees shall provide at least one week's advance notice for vacation utilization of two (2) days or more.

ARTICLE 16: TRANSFERS / PROMOTIONS / RECLASSIFICATIONS

16.1 Posting: All vacant positions shall be posted to bargaining unit members as transfers and promotional opportunities for a minimum of five (5) working days at all work sites near the sign-

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

in/out area and on EdJoin. Normally vacant positions shall be posted within 15 working days after being declared a vacancy. Postings may occur concurrently inside and outside the District. Internal candidates shall receive first consideration by the District. All qualified candidates shall be considered for all openings.

16.1.1 Any employee on leave during the period of the posting shall have the right to authorize an executive board member or negotiating team member to submit an application on their behalf.

16.1.2 Vacancies which may cause a cascade of transfers may be posted concurrently and be deemed to have met the posting requirements.

16.2 Transfer: A transfer is defined as a permanent change in a work site or shift where the employee remains in the same job classification.

16.2.1 An employee shall be deemed qualified to request a transfer if:

16.2.1.1 The employee is currently working in the classification, and

16.2.1.2 The employee's most recent classified personnel performance evaluation has no markings in the unsatisfactory or needs improvement columns with the exception of unsatisfactory or needs improvement in the attendance area when a known medical or emergency condition exists.

16.2.2 Qualified employees within the same classification may request a transfer to the vacant position via EdJoin.

16.2.3 Any bargaining unit member who meets the qualifications above (16.2.1.1 and 16.2.1.2) to fill a vacant position shall be considered as an applicant only if such employee has timely submitted the transfer request within the five-day period for posting

16.3 Promotions: A promotion is defined as the permanent movement of an employee from one job classification to another job classification of a higher range.

16.3.1 Any bargaining unit member who meets the qualifications to fill a vacant position shall be considered as an applicant only if such employee has timely submitted the promotional request via EdJoin within the five-day period for posting.

16.3.2 The employee's most recent classified personnel performance evaluation has no markings in the unsatisfactory or needs improvement columns with the exception of unsatisfactory or needs improvement in the attendance area when a known medical or emergency condition exists.

16.4 Selection Procedure:

16.4.1 The parties agree that consideration shall be given to candidates in the following order: 1) Transfer, 2) Promotion - Outside Candidate. If two or more internal applicants meet the qualifications for a vacant position, the position will be awarded on the basis of all of the following: Seniority, Skills and Abilities, Needs of the District, Qualifications, and the most recent Evaluation. All candidates (both inside and outside) shall be examined based on who is the best-qualified candidate for the position and are recommended by the

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

Interview Panel and are acceptable to the Principal or Program Manager. The final decision shall be made by District Administration.

- 16.4.2 The administration reserves the right to refuse to transfer or promote any applicant for operational reasons, which shall not be grievable. When such refusal is invoked, written reasons for the refusal shall be provided the employee upon request.
- 16.5 CSEA Participation: CSEA shall have the right to participate in the screening, interviewing, and recommending the selection of candidates for CSEA vacant positions. At the conclusion of the interview process, the panel members shall review the first, second, and third ranked candidates.
- 16.5.1 CSEA shall supply the District with the names of individuals to be involved in this process and CSEA is responsible for the attendance of said person.
- 16.5.2 No member of the candidate's immediate family as defined in Article 18 Section 18.1.1 may serve as CSEA's participant in the screening and/or interview group.
- 16.6 Candidate Selection: Members having submitted a transfer or promotional request shall be notified as to the position determination and the Chapter President shall be informed of the candidate selected for the vacant position normally within five (5) working days after conclusion of the interviews.
- 16.7 Involuntary Transfers. Any involuntary transfer shall be made in writing within ten (10) workdays advanced notice listing one or more for any of the following reasons:
- 16.7.1 In order to balance the classified staff by considering factors, including, but not limited to: experience; racial and ethnic background; sex; age; skills; evaluation; and personnel reasons.
- 16.7.2 A change or enrollment or workload necessitating transfer of classified staff.
- 16.7.3 Improved efficiency of the District.
- 16.7.3 Reassignment of a member of the immediate family. Members of the immediate family who are employed by the District shall not be assigned to the same school or work location where another member of the family would be their supervisor.
- 16.7.4 Temporary Job Site Transfers. No employee shall be assigned to a work location other than the employee's normal work site for a period in excess of twenty (20) working days, unless by mutual agreement.
- 16.8 Medical Transfers. The District may transfer a bargaining unit member to a current vacancy who is qualified for that vacancy and who, as a result of a documented disability or medical condition, has become unable to perform to the employer's satisfaction the member's regular job duties. The transfer may constitute a demotion but shall be constituted only by mutual agreement with the member.

The District will reasonably accommodate an employee's disability or medical condition, unless to do so would create an undue business hardship. Reasonable accommodation may include making facilities more accessible, job restructuring, acquisition or modification of equipment, modified work schedules, and other similar actions. In assessing undue hardship, factors to be considered

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

include the size of the District, the financial resources of the District, and the estimated cost and extent of the adjustment. The District will engage in a timely, good-faith dialogue with an employee with a known disability or medical condition (CA Gov. Code Sec. 12940).

- 16.9 Reclassifications: Reclassification means the re-defining of a position to account for changes in technology, duties, or work that significantly alters the nature of the job.

Procedures:

- 16.9.1 Any individual request for reclassification shall be submitted to the District Office no later than October 31st of any year. The District will meet to negotiate all such requests annually with CSEA. This negotiation process shall take place during the months of November and December.
- 16.9.2 A reclassification request by either party shall contain the following data:
- 16.9.2.1 The class or position to be reclassified.
 - 16.9.2.2 The existing job description and salary placement.
 - 16.9.2.3 The proposed job description and salary placement.
 - 16.9.2.4 Employees affected by the proposal and the proposed disposition of same;
 - 16.9.2.5 The basis for the reclassification.
- 16.10 Nothing contained herein shall act to limit the District's adherence to their equal opportunity policies.

ARTICLE 17: EVALUATIONS

- 17.1 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based on hearsay statements but shall be based upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation.
- 17.2 Employees may be evaluated at any time but at least once annually.

ARTICLE 18: LEAVES

Return to Service: Immediately upon return to active service, the employee shall complete the appropriate absence form and submit it to the immediate administrator. The employee shall provide adequate prior notice to the District of any leave the employee desires to take. In the case of sudden illness, the employee shall provide, upon District request, additional verification of the use of these leave provisions. Employees must notify their immediate supervisor if they must leave work during the regular workday.

- 18.1 Bereavement Leave

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

18.1.1 Purpose: The purpose of bereavement leave utilization shall be for the death of a member of the employee's immediate family. The immediate family is defined as the current husband, wife, registered domestic partner, parent, step-parent, sister, brother, son, daughter, step-son, step-daughter, mother-in-law, father-in-law, grandparent, son-in-law, daughter-in-law, grandchild, great-grandchild, brother-in-law, sister-in-law of the employee or the employee's spouse or any relative of either spouse living in the immediate household of the employee. Family members must be listed on the form in order for the leave to be granted.

18.1.1.1 An employee's second degree family members are defined as current uncle, aunt, niece and nephew of the employee or the spouse of the employee.

18.1.1.2 An employee's third degree family members are defined as current great uncle and great aunt of the employee or the spouse of the employee.

18.1.1.3 Only the specific family members listed in this Article are eligible for bereavement leave.

18.1.2 Eligibility: An employee covered by this Agreement.

18.1.3 Procedure: An employee exercising this leave of absence provision shall notify the immediate administrator or assistant superintendent as soon as possible of the expected duration of this absence.

18.1.4 Leave: An employee shall be granted up to five (5) days for bereavement purposes for immediate family. Three (3) days shall be granted for bereavement purposes for second degree family members as defined. One (1) day shall be granted for bereavement purposes for third degree family members as defined. Additional days of absence beyond those described herein may be provided under the terms of the personal necessity leave provisions (if available) of this Agreement.

18.1.5 Compensation: All days of absence used under the provisions of bereavement leave shall result in no loss of compensation to the employee.

18.2 Jury Leave and Court Appearance

18.2.1 An employee shall be entitled to as many days of paid leave as are necessary for jury duty or to appear in court in regard to district litigation.

18.2.2 The employee shall inform his/her immediate supervisor of a summons for jury duty in sufficient time for a substitute to be employed.

18.2.3 The juror's fee, exclusive of mileage received by the employee, shall be deposited to the credit of the District.

18.2.4 A copy of summons or subpoenas for court appearances shall be submitted to the District Office when requesting leave under this article.

18.2.5 Upon returning to work from jury duty, the employee shall submit a letter from the

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

appropriate court indicating the time that the employee served. Time served in the “on call room,” in the courtroom in the active jury pool, on the jury, and travel time for jury service is excused.

- 18.2.6 Employees reporting for jury duty shall be released for such purpose and shall receive wages for the period of absence an amount which, when combined with his/her jury duty fee, will total his/her regular salary.
- 18.2.7 Day shift employees reporting for jury service who are dismissed from service at or before 12 noon, and have four (4) hours remaining on shift, shall report to work to complete their regular shift. If release time is after 12:00 noon, the employee shall confer with the site administrator for return time or waiver.
- 18.2.8 An evening shift full time employee reporting for jury service and dismissed from service at or before 12 noon shall report to work for one-half (1/2) of their regular shift.
- 18.2.9 Part-time employees reporting and dismissed from jury service during the day shall not be required to report to work that day.

18.3 Sick Leave

Sick leave may be taken for illness or injury to the employee or his/her immediate family. Immediate family for this section shall be: spouse, domestic partner, children, parents, foster parents (or the person considered to be the parent), brother, sister, or grandchild of the employee or spouse/partner.

- 18.3.1 Leave of Absence for Illness or Injury: An employee employed five (5) days a week by a school district shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the district, with full pay for a fiscal year of service. An employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days of leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12). Employees are expected to provide adequate notice to the District for Leaves of Absence for Illness or Injury. Adequate notice is defined as 60 minutes or more prior to the start of the employee’s work shift except for scheduled surgery and pregnancy where one week is considered adequate notice.
- 18.3.2 Pay for any day of such absence shall be the same as the pay that would have been received had the employee served during the day of illness.
- 18.3.3 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
- 18.3.4 Pregnancy shall be treated as an illness for the purpose of sick leave. Such leave may be utilized during maternity leave at the option of the employee.
- 18.3.5 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

- 18.3.6 The employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5 or its successor if the employee is filing a request for retirement.
- 18.3.7 Employees are expected to notify the District prior to the day of absence or prior to the shift in order to provide adequate time for the District to secure a substitute. Failure to comply with the requirement of timely notification may result in disciplinary action.
- 18.3.8 The District may request a physician's verification for any illness claimed under section 18.3.1 that exceeds three (3) consecutive days or absence or suspected abuse of leave.
- 18.3.9 Effective on or after September 1, 2010, members of the classified bargaining unit will call AESOP for any absence. Effective July 1, 2010, employees are expected to complete necessary absence forms.

18.4 Industrial Accident and Illness Leave

- 18.4.1 Industrial accident and illness leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.
- 18.4.2 Eligibility: An employee covered by the Agreement who has been employed by the District for two (2) years or more.
- 18.4.3 Procedure: An employee who has sustained a job-related injury shall report the injury on the appropriate District form within twenty-four (24) hours to the immediate administrator. An employee shall report any illness on the appropriate District form to the immediate administrator within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness. In order to qualify for industrial accident or illness leave coverage, an employee claiming such leave shall be examined and treated, if necessary, by a physician identified by the District or the District's industrial accident insurance carrier.
- 18.4.4 Requirements
 - 18.4.4.1 Allowable leave shall be for not more than 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 fiscal year for the same illness or accident.
 - 18.4.4.2 Allowable leave shall not accumulate from year to year.
 - 18.4.4.3 Industrial accident or illness leave shall commence on the first day of absence.
 - 18.4.4.4 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
 - 18.4.4.5 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
 - 18.4.4.6 Any employee receiving benefits as a result of this section shall, during period of

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

injury or illness, remain within the State of California unless the Board of Education authorizes travel outside the state.

18.4.4.7 During any industrial paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her 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, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants. Upon conclusion of this industrial leave, an employee may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed 100% of the employee's normal compensation.

18.4.5 Return to Service: An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Worker's Compensation physician certifying the employee's ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being. The employee may also return to work upon presentation of a release from the authorized Worker's Compensation physician certifying the employee's ability to return to work with limitations that the District is able to accommodate. The employee shall first meet with the District in an accommodation meeting to review the limitations and explore possible alternative assignments or accommodations to the regular assignment. The employee shall not return to work until this meeting is held and the assignment is agreed upon. The employee shall immediately notify the District whenever a release is obtained from the doctor.

18.5 Entitlement to Other Sick Leave: When a member of the bargaining unit is absent from duties on account of illness or accident for a period of five (5) months or less, the amount deducted from the salary due the employee shall not exceed the sum which is actually paid a substitute employee or if no substitute is employed due to inadequate notice to the District, the amount that would have been paid a substitute. Accumulated sick leave, catastrophic leave donations, and any accrued vacation is to be considered part of the five-(5) month allocation for the purpose of calculation of pay. Notice is defined as less than 60 minutes prior to the start of the employee's work shift.

18.6 Break in Service: No absence under any paid leave provisions of this article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence. Any unpaid absence of less than ninety (90) working days shall be considered a break in service for the purpose of earning seniority under this Agreement. Upon return, all time which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months except during such time the individual will not accrue vacation, sick leave, holidays, or other leave benefits.

18.7 Personal Necessity Leave

18.7.1 Purpose: Personal necessity leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours. Personal necessity leave may be utilized to attend school activities of the child of the employee and/or for routine medical appointments for the parent and/or children of the employee.

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

- 18.7.2 Eligibility: An employee of this unit who has sufficient unused sick leave credit.
- 18.7.3 Procedure: Employees shall submit a request for personal necessity leave approval on a District-approved form to the immediate administrator normally not less than three (3) work days prior to the beginning date of leave. Prior approval required for personal necessity leave shall not apply to: death or serious illness of a member of the employee's immediate family; or accident, involving person or property or the person or property of the employee's immediate family. When prior approval is not required, the employee shall make every reasonable effort to comply with District procedures designed to secure substitutes, and shall notify the immediate administrator of the expected duration of the absence.
- 18.7.4 Requirements: An employee may use not more than seven (7) days per year of accumulated sick leave for purposes of approved personal necessity leave. Examples of reasons for which approval shall not be granted are: political activities or demonstrations; vacation, recreation, or social activities; civic or organization activities; routine personal activities; employee association activities; occupational investigation; work stoppage.
- 18.7.5 Compensation: An employee shall receive full compensation for not more than seven (7) days per year of approved personal necessity leave.
- 18.7.6 Return to Service: Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate administrator. The employee shall provide, upon District request, additional verification of the use of these leave provisions.
- 18.7.7 Two (2) days of personal necessity leave may be used for personal business without providing a specific reason for the request as long as said use does not extend a weekend or vacation break.
- 18.8 Personal Business Leave: All personal business leaves must have the prior approval of the immediate supervisor and the Superintendent of Schools. In cases of extreme emergency, or in the absence of the Superintendent or Assistant Superintendent, the immediate supervisor of the employee may grant personal business leave. Each employee who is absent from school for personal business shall have deducted from his/her pay the actual time not at work.
- 18.9 Leave of Absence for Retraining and Study (Aides Only) A leave of absence for study/retraining may be granted to any member of the bargaining unit.
- 18.9.1 Such leave of absence may be taken in separate six (6) month periods or continuous one (1) year periods provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
- 18.9.2 Study leave cannot be granted to an individual who has not served at least seven (7) consecutive years preceding granting of the leave.
- 18.9.3 Retraining leave cannot be granted to an individual who has not served at least seven (7) consecutive years preceding the granting of the leave.
- 18.9.4 No more than one study leave of absence shall be granted in each seven-(7) year period.

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

- 18.9.5 No more than one retraining leave of absence shall be granted in each seven-(7) year period.
- 18.9.6 The District may prescribe standards of service that shall entitle the employee to the leave of absence.
- 18.9.7 Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.
- 18.9.8 The District shall comply with the mandates of the American's with Disabilities Act and the Family and Medical Leave Acts.

18.10 Catastrophic Leave

- 18.10.1 An employee may be eligible for catastrophic leave when that employee or a member of his or her immediate family suffers from a catastrophic illness or injury.
- 18.10.2 “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s immediate 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 he or she has exhausted all of his or her sick leave and vacation time.
- 18.10.3 To be eligible for catastrophic leave, the employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
- 18.10.4 When an employee or a member of his/her family experiences a catastrophic illness or injury which requires the employee to take time off from work for an extended period of time, and the employee has exhausted all available regular sick leave and vacation time, he/she may request donations of accrued vacation or sick leave credits from members of his/her bargaining unit. Any donated time will run concurrently with extended illness leave with the intent that the employee would continue to receive full pay for as long a period as donations would provide. Days donated through catastrophic leave program are part of the extended leave and do not result in any extension of the extended illness leave provisions.
- 18.10.5 Any other bargaining unit employee, upon written notice to the Superintendent or designee, may donate accrued vacation and/or sick leave credits to the employee eligible for catastrophic leave. Donations shall be at a minimum of daily increments of the donating employee for an hourly total.
- 18.10.6 “Eligible leave credits” mean vacation leave and sick leave accrued to the donating employee. To ensure that employees retain sufficient accrued sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to fewer than the equivalent of one year’s accrual.
- 18.10.7 All transfers of eligible leave credit shall be irrevocable.

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

18.10.8 The employee who is the recipient of the donated leave credits should use those credits within 6 (six) consecutive months.

18.10.9 An employee who receives paid catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.

ARTICLE 19: GRIEVANCES

19.1 Section I - Definitions

19.1.1 A "grievance" shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement, which affects the grievant. This grievance procedure shall not be used to challenge or change policies, regulations, or procedures of the District that are not included in this Agreement, nor shall the grievance procedure be used for other matters for which specific methods of review are provided by law, or District policies, rules or regulations.

19.1.2 A "grievant" shall mean an employee covered by this Agreement filing a grievance on his/her own behalf or on behalf of the Association or CSEA itself. In a case of multiple grievance claims on the same issue, the District may elect to hear only the first written grievance filed, and when the Level VI decision is rendered, it shall be applicable to all claims on the same issue, arising from the same set of circumstances.

19.1.3 A "conferee" shall mean any Association representative selected by the grievant to assist and/or represent the employee in presenting and processing the claimant's grievance, except as limited in Level I of this procedure. An immediate supervisor with whom a grievance is filed may also choose a representative to process grievances, except as limited in Level I.

19.1.4 "Days" shall mean any day on which the central administrative offices of the District are open for business.

19.1.5 "Immediate supervisor" shall be the first level administrator having immediate jurisdiction over the grievant, and who has been designated to adjust grievances.

19.1.6 A "district grievance form" shall mean a District provided form.

19.2 Section II - General Provisions

19.2.1 The purpose of the procedure is to attempt to secure equitable solutions to grievances. All parties agree that these proceedings should be kept informal and confidential, and that the grievant and immediate supervisor should attempt to resolve the grievance at the informal level.

19.2.2 The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

final decision of the grievance.

- 19.2.3 Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his/her immediate supervisor, or to have the grievance adjusted, prior to Level V, without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution at Levels II, III, or IV, shall not be agreed upon by the District until the Association has been provided with a copy, and allowed an opportunity to respond.
- 19.2.4 The filing of a grievance shall not reflect unfavorably upon the grievant, or upon the supervisor with whom it may be filed.
- 19.2.5 The employee and immediate supervisor shall have the right to include in the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance. These names shall be made available to both parties upon request. Such witnesses shall be in addition to the conferee that either party may select.
- 19.2.6 Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers, based upon time and date on which written grievances are received. Administrative personnel shall process such numbered grievances in a sequential manner, following a pattern that first filed will be first considered. Regardless of specific time period provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than one grievance claim per day.

19.3 Section III - Informal Procedure

- 19.3.1 **Level I** The employee shall meet with the immediate supervisor or the designee to discuss the potential grievance, in an attempt to resolve it informally. Neither the employee nor the immediate supervisor may bring a conferee to this informal meeting. If the potential grievance is not resolved at this level, the employee may proceed to Level II.

19.4 Section IV - Formal Procedure

- 19.4.1 **Level II** Within fifteen (15) days of the occurrence, or within fifteen (15) days of when the employee could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his grievance in writing on District provided form to the immediate supervisor or his designee, and to the president of the organization. The District form shall contain a clear and concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The immediate supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either part may request a personal conference to discuss the grievance. Either the grievant or the immediate supervisor may have conferee present at such a conference.
- 19.4.2 **Level III** In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Assistant Superintendent within ten (10) days. The written

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

appeal statement should include a copy of the original grievance, the decision rendered at previous level, and a clear concise statement of the reasons for the appeal.

19.4.2.1 The Assistant Superintendent shall communicate a decision in writing within ten (10) days after receiving the appeal. Either the grievant or the Assistant Superintendent may request a personal conference within the above limits to discuss the grievance. Either party may have a conferee present at such a conference. If the Assistant Superintendent does not respond within the time limits, the grievant may appeal to the next level.

19.4.3 **Level IV** If the grievant is not satisfied with the decision at Level III, the employee may, within ten (10) days, appeal the decision to the Superintendent. This written appeal statement shall include a copy of the original grievance the appeals and the decisions rendered at previous levels, and a clear, concise statement of the reasons for the appeal.

19.4.3.1 The Superintendent or designee shall communicate a decision in writing within five (5) days. If the Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level.

19.4.4 **Level V** If the grievant is not satisfied with the decision at Level IV, the grievant may, within ten (10) days, submit the grievance to mediation with a mediator designated by the State Mediation and Conciliation Service. If an agreement is reached at mediation, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. If the grievant, the Association, and the District have not resolved the grievance with the assistance of the mediator, the Association may appeal the matter to the next level.

19.4.5 **Level VI** If the grievant is not satisfied with the decision at Level V, the Association may within ten (10) days submit a notice, in writing, to the Superintendent for binding arbitration of the dispute. The grievant/Association and the District shall attempt to agree upon an arbitrator and if no agreement can be reached, the parties shall request the California State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses, including fees for witnesses, or the costs of substitutes for witnesses, shall be borne by the party incurring them.

19.4.5.1 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. The parties shall determine the issues by referring to the written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the arbitrator shall rule on the arbitrability of the issue.

19.4.5.2 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. In addition, the arbitrator must agree to abide by the Voluntary Rules of the American Arbitration Association.

19.4.4.3 After a hearing and after both parties have had an opportunity to make written arguments, the ~~advisory~~ arbitrator shall conclusions that he/she has prepared. The

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

decision of the arbitrator shall be final and binding to all parties.

19.4.6 Matters Excluded from This Provision:

Any allegation arising out of or in any way connected with the following is excluded from this procedure:

19.4.6.1 The decision to layoff classified staff in accordance with the Education Code.

19.4.6.2 The content of a formal evaluation.

19.4.6.3 The outcome of actions taken pursuant to Article 21 – Disciplinary Action.

19.4.6.4 The selection of employees for vacant position.

ARTICLE 20: LAYOFF AND REEMPLOYMENT

Layoffs and reemployment shall be conducted in accordance with the Education Code as modified herein.

20.1 Layoff Procedures

20.1.1 “Layoff” means a separation from the service because of a lack of funds, or abolishment of position for lack of work. Seniority shall be based on the initial date of hire within the District as a probationary employee.

20.1.2 Upon request, the parties agree to meet and discuss alternatives to any proposed layoff prior to any layoff resolution being presented to the Board of Trustees, if possible.

20.1.3 If it is determined that a layoff is necessary, a forty-five (45) calendar day written notice shall be given the employee citing the reason for layoff.

20.1.3.1 CSEA shall be provided at least three (3) working days advance notice prior to the initial mailing of notices to employees.

20.1.4 A termination interview with the Personnel Office may be scheduled by the employee during normal work hours for the purpose of determining if there exists any lateral, demotional, or bumping opportunities to avoid the employee’s unemployment.

20.1.5 In lieu of being laid off, an employee may exercise their right to bump or voluntarily demote into any classification with the same or lower hourly rate of pay in which he/she had previously served under permanent or probationary status which will make the employee most whole.

20.1.6 The order of layoff shall be determined by seniority. The employee who has been employed the shortest time shall be laid off first.

20.1.6.1 An employee may not bump “up” in either hours or work year.

20.1.7 The termination date of any employee will be the last actual working day.

20.1.8 The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff and such rehire eligibility shall continue for thirty-nine (39) months from the date

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

of layoff, or sixty-three (63) months in the event an employee was entitled to and selected bumping or demotion instead of unemployment.

20.1.9 No permanent or probationary classified employee shall be laid off from any position while employees serving under emergency, provisional, or short-term employment are retained in positions of the same class.

20.1.10 A short-term employee may be separated at the completion of an assignment without regard to the procedures set forth in this article.

20.1.11 Within five (5) days of the District or CSEA's request, the District and CSEA shall meet and negotiate to review potential bumping.

20.1.12 Any employee bumping pursuant to these provisions shall receive the maximum of the salary range in the individual classification provided that such salary is not greater than the salary the employee received in the higher classification at the time of any bump.

20.2 Tie Breaker

20.2.1 In any case of a tie in employee seniority, the employees' social security numbers shall be used to break the tie(s). The following procedure shall be utilized: List the employees' social security numbers; Reverse the last four numerals of each; Add the two middle numerals of the employees' social security numbers (between the hyphens); Place the sum at the end of the four numerals listed above. The individual with the lowest total is designated as having the higher seniority. Example:

512-61-7184	555-58-2941
4817	1492
6 + 1 = 7	5 + 8 = 13 (use only last numeral)
48177	14923
Lower Seniority	Higher Seniority

20.3 Reemployment from Layoff

20.3.1 An employee on a reemployment list may decline three (3) offers of reemployment in former class and/or status. After third refusal, no additional offers need be made and the employee shall be considered unavailable.

20.3.2 Refusal of an offer of short-term or limited part-time employment shall not affect the standing of any employee on a layoff list.

20.3.3 Employees on reemployment lists shall be eligible to compete in promotional examinations for which they qualify. Under the provisions of Education Code Sections 45298 and 45308, employees on a reemployment list have preferential reemployment rights over any outside applicants to available positions for which they are qualified. (Tucker-Grossmont Decision).

20.4 Reemployment After Separation From the District

20.4.1 Any individual who has left the District in good standing and is subsequently rehired within

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

twelve (12) calendar months, shall be reinstated with all benefits which may be appropriate upon reinstatement. These benefits include permanency and accrual rates based on years of service.

- 20.4.2 If an employee is terminated from the District and is subsequently reemployed, he/she shall be treated as a new employee.

ARTICLE 21: DISCIPLINARY ACTION

21.1 Demotion, Suspension or Dismissal of Permanent Classified Employee

21.1.1 A permanent classified employee may be demoted, suspended or dismissed by the Superintendent or designee for cause as provided in this article, provided, however, that such action shall not be effective until written charges are filed and served upon the employee and the Board has taken action as herein provided except as expressly provided herein.

21.2 Grounds for the Disciplinary Action or Dismissal of Permanent Classified Employee: One or more of the following causes shall be grounds for suspension, demotion, or dismissal of any permanent classified employee:

21.2.1 Incompetence or inefficiency in the performance of the duties of this position.

21.2.2 Inability to perform assigned duties due to failure to meet job qualifications (including but not limited to failure to possess required licenses or failure to pass required tests).

21.2.3 Insubordination (including but not limited to, refusal to do assigned work).

21.2.4 Carelessness or negligence in the performance of duty or in the care or use of District property.

21.2.5 Discourteous, offensive, or abusive conduct or language toward other employee, pupils, or the public.

21.2.6 Dishonesty.

21.2.7 Drinking alcoholic beverages on the job, or reporting for work while intoxicated or with evidence of alcoholic intake that would be offensive to his/her presence at work.

21.2.8 Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substances while on the job or reporting to work while under the influence of a narcotic or restricted substance.

21.2.9 Engaging in political activity during assigned hours of employment.

21.2.10 Conviction of any crime involving moral turpitude.

21.2.11 Arrest for a sex offense as defined in Education Code Section 44010.

21.2.12 Willful disregard of Board Policies or contract provisions.

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

- 21.2.13 Conviction of a narcotics offense as defined in Education Code Section 44011.
- 21.2.14 Repeated and unexcused absence or tardiness.
- 21.2.15 Abuse of illness leave privileges.
- 21.2.16 Falsifying any information supplied to the District, including but not limited to information supplied on application forms, employment records, or any other District records.
- 21.2.17 Persistent violation or refusal to obey safety rules, regulations made applicable to public schools by the Board of Trustees or by an appropriate state or local governmental agency.
- 21.2.18 Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- 21.2.19 Any willful conduct tending to injure the public services.
- 21.2.20 Abandonment of position.
- 21.2.21 Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means.
- 21.2.22 Membership in the Communist Party.
- 21.2.23 Theft.
- 21.2.24 This section shall not be construed to prevent layoffs for the lack of work or lack of funds.
- 21.3 Notice of Proposed Disciplinary Action to Permanent Classified Employee: Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid and addressed to the last known address of the employee. The notification shall contain the following:
 - 21.3.1 A statement of the specific acts and omissions upon which the disciplinary action is based;
 - 21.3.2 A statement of the cause for the action taken;
 - 21.3.3 If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
 - 21.3.4 A statement of the action proposed to the Board;
 - 21.3.5 A statement that the employee has a right to a hearing on such charges if demanded within five (5) days after service of the notice to the employee;
 - 21.3.6 A card or paper, the signing and filing of which with the Board of Trustees shall constitute a demand for hearing, and denial of all charges.

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

- 21.4 Hearing on Suspension, Demotion, or Dismissal of Permanent Classified Employees: Not less than five (5) days after receipt of a demand for a hearing by a permanent employee who has been given notice of a proposed suspension, demotion, or dismissal, a hearing shall be scheduled. The Board of Trustees, or a hearing officer, shall hold such hearing at a time and place designated by the Board. The employee shall be given at least five (5) days written notice of the time and place of a hearing unless such notice is specifically waived by him. The employee and the school administration shall be afforded equal opportunity to present evidence. After the close of the hearing, the Board of Trustees shall render its decision, which shall be final, but shall not preclude legal redress.
- 21.5 Waiver of Hearing on Suspension, Demotion, or Dismissal of Permanent Classified Employee: If the employee fails to make a timely request for a hearing, the Board of Trustees may act upon said charges without a hearing and without notice to the employee of the time and place of the Board's meeting to act on the charges.
- 21.6 Disciplinary Penalties Imposed by the Board: If the board finds that sufficient cause exists, it may impose disciplinary action proposed by the Superintendent, or designee, or it may impose a less disciplinary penalty.
- 21.7 Immediate Demotion or Suspension Without Pay or Benefits of Permanent Classified Employee: If the Superintendent or designee determines that pending Board of Trustees hearing on the demotion, suspension, or dismissal of a permanent classified employee, the immediate demotion or suspension of the employee without pay would be in the best interests of the District, the following procedure shall be initiated prior to imposing the demotion or suspension:
- 21.7.1 In addition to the written notice of the proposed disciplinary action as provided in 21.3, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond to those charges both orally at a conference and in writing.
- 21.7.2 The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.
- 21.7.3 The demotion or suspension action should be discussed prior to its occurrence at a conference with the Superintendent or designee, during which time the employee shall have the right to present any rebutting evidence.
- 21.7.4 Nothing in this section shall be construed to prohibit an immediate interim five (5) day suspension prior to notice and a conference where an immediate suspension is required in the best interest of the District and: the suspended employee is given written notice in person or by deposit in U.S. Certified Mail of the charges upon which the suspension was based within one (1) working day after suspension; the employee is notified of his/her right to file a written response or to have a conference with the appropriate administrator; a reasonable opportunity is afforded the employee for a conference within five (5) days from the date of suspension.
- 21.7.5 Any employee charged with the commission of any sex offense as defined in Education Code Section 44010 or any narcotic offense as defined in Section 44011 of the Education Code by complaint, information or indictment filed in a court of competent jurisdiction may be suspended as provided for in Section 45304 of the Education Code.

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

- 21.8 Compensation for Loss of Salary During Demotion or Suspension With Pay: If disciplinary action against the employee is not upheld by the Board of Trustees, or the Board fails to impose a lesser disciplinary action, the employee shall be compensated for any loss of salary resulting from a demotion or suspension without pay prior to the hearing.
- 21.9 Nothing in this Article shall prevent the District from utilizing 'progressive' discipline with employees in the bargaining unit.

ARTICLE 22: CONCERTED ACTIVITIES

- 22.1 The parties and all employees covered by this Agreement understand and fully agree that the primary mission of the District is the education of children, and that any form of concerted activity, work stoppage, or other deliberate interference with the operations of the District is inconsistent with the mission of the District and potentially harmful to the children being educated within the District.
- 22.2 Accordingly, the Association, its agents, and the employees it represents agree that there shall be no strike, work stoppage, or any other form of concerted interference with the operations, or any unlawful picketing, or any refusal to enter upon any District premises for any reason whatever during the terms of this Agreement.
- 22.3 Any employee who participates in any activity prohibited by this Article shall be subject to appropriate disciplinary action.
- 22.4 The District may, at its option, treat any employee who engages in any activity prohibited by this Article as an employee who has abandoned his/her position.
- 22.5 The District may immediately notify the employee by such form of notice as it deems appropriate or its recognition of the employee's abandonment of his/her position.
- 22.6 If the Association, or any of its agents or the employees represented by it engage in any activity prohibited by this Article, the District may suspend or withdraw any and all privileges and/or services provided to the Association by this Agreement or by any District policy, rule or regulation.
- 22.7 The Association, its agents, and the employees represented by it understand and agree that there shall be no participation by them in activities prohibited by this Article whether such acts be related to matters within the District.
- 22.8 The inclusion of this Article in this Agreement shall in no way be deemed to preclude or stop the District from seeking any form of legal relief to which it may be entitled during the term of this Agreement or at any other time.

ARTICLE 23: SAFETY

- 23.1 The District will comply with O.S.H.A. general industry standards. A member from each unit will be appointed to a District safety committee.

ARTICLE 24: RETIREMENT

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

- 24.1 The following guidelines shall be used to determine qualifications for retirement benefits:
- 24.1.1 The method for determining the years of full-time service in the Cutler-Orosi Unified School District for classified employees of this unit shall be in accordance with the regulations of the Public Employee's Retirement System.
- 24.2 After ten (10) years of full-time service in the District and achievement of age fifty-five (55), a classified employee of this unit will be eligible for the following program:
- 24.2.1 The District will continue to provide health, dental, and vision insurance coverage for the retired employee on the plan existing to regular classified employees upon the employee's resignation from full-time employment with the District up to a maximum of that paid for regular full-time employees per year and until age sixty-five (65) or the adoption of a National Health Insurance Program, whichever occurs first.
- 24.2.2 Effective at age sixty-five (65), the employee will be given the option of converting the health, dental and vision plan to the appropriate coverage for post age retirees at his/her own expense, or the retired employee may elect to continue the same coverage as exists for all regular classified employees, once again at his/her own expense.
- 24.2.3 During the entire period of this benefit, the retired employee must be actively drawing service retirement benefits from the Public Retirement System or Social Security.
- 24.2.4 To be eligible for health, dental and vision insurance under this plan, the classified employee must have been eligible for full District paid health and dental insurance while an active employee and immediately prior to receiving this benefit.
- 24.2.5 The effective date of this benefit shall be when the resignation of the employee becomes effective or when the person has lost all benefits made available to classified employed personnel.
- 24.2.6 The applicant to qualify for the benefits must be at least fifty-five (55) years of age prior to July 1 of the year of early retirement.
- 24.2.7 The existing plan means the health, dental and vision insurance plan provided all regular classified employees of the District. Retiring classified employees would be covered by the health, dental and vision insurance plan covering all regularly employed classified staff between 55 and 65. Retirees who "buy-up" to another health plan and fail to make payments to the District in a timely fashion will be dropped back to the 'base' plan.
- 24.2.8 The reference in paragraph 24.2.1 represents the health, vision, and dental insurance premium that is provided for all regularly employed members of the bargaining unit. (Full-time)
- 24.2.9 Effective 07/01/91 retired employees who have reached the age of sixty-five (65) may continue as permitted by the current carrier with the retiree paying the full cost of insurance.

ARTICLE 25: NEGOTIATIONS

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

- 25.1 Notification and Public Notices: If either party desires to alter or amend this Agreement, it shall, not more than one hundred twenty (120) days prior to the termination date set forth under the Duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notices provisions of the EERA to be fulfilled.
- 25.2 Commencement of Negotiations: Within ten (10) days of satisfaction of the public notice requirement, and not later than sixth (60) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 25.3 Impasse: If notice has been given in accordance with the preceding sections and the parties have not been able to agree upon terms of a new Agreement within thirty (30) days prior to expiration date of this Agreement, either party may institute impasse procedures in accordance with the rule of the Public Employment Relations Board. Once the impasse procedures have been invoked, this Agreement shall remain in full force and effect until the conclusion of the impasse process.
- 25.4 Release Time for Negotiations: CSEA shall have the right to designate a maximum of six (6) employees, who shall be given reasonable release time to participate in negotiations.
- 25.5 Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
- 25.6 Agreement of Parties: During the term of this Agreement, the Association and the District expressly waives and relinquishes the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject of matter except as specifically referred to herein or as provided by statute.

ARTICLE 26: MISCELLANEOUS PROVISIONS

- 26.1 Past Practices: The rules, regulations, policies, and practices of the District which affect the unit shall not be changed by the District until consultation with CSEA has taken place.
- 26.2 Aide in Charge: Aides shall not be left in charge of a classroom for more than twenty-five percent (25%) of their working day in the absence of a certificated employee for whatever reasons required by the District or for personal reasons.
- 26.3 Recess Duty: Aides may be required to perform recess duty without the presence of certificated personnel. If aides believe they have been subject to an unfair amount of duty, they may seek a remedy through the grievance procedure.
- 26.4 Funerals: Unit members shall be allowed a maximum of two (2) hours leave to attend funerals. Time shall be made up at the discretion of the school site principal or immediate supervisor. Any time not made up shall be charged to Personal Leave or Personal Business Leave if no other leaves are available.
- 26.5 Employee Uniforms: The District agrees to provide uniform tops for bus drivers of the District. The District shall also provide cold weather gear for food service workers who frequent the freezer.
- 26.6 Student Workers in Snack Bar: The parties agree that students be permitted to work in the snack bar for up to a total of three (3) hours per day.
- 26.7 The parties agree that students may gain work experience in any area where there has been no layoff

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

and/or reduction of hours of bargaining unit employees.

26.7.1 In-Service Training Time In-Service training shall take place during work hours at no loss of pay or benefits to employees.

ARTICLE 27: SEVERABILITY

- 27.1 Savings Clause: If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portion which shall continue in full force and effect.
- 27.2 Replacement for Severed Provision: In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate during the normal reopeners as provided for herein for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 28: CONTRACTING OUT

- 28.1 It is agreed that the District may contract out work if such contracting out causes no reduction in hours, work year, and / or numbers of bargaining unit employees.

ARTICLE 29: EMPLOYEE EXPENSES AND MATERIALS

- 29.1 Replacing or Repairing Employees Property: The school district does not require employees to use personal property in the course of employment. If the school district authorizes the utilization of personal property by registering said property with the site administrator prior to bringing it onto campus, the property will be insured by the school district during the time of use but will be exempt from replacement due to normal wear and tear and/or age of the property.
- 29.2 Non-owned Automobile Insurance: The School District agrees to provide secondary insurance coverage to the employee's personal primary insurance coverage when the employee of this bargaining unit uses his/her personal vehicle on school business. The employee must show evidence of adequate insurance before authorization will be granted to use the vehicle in connection with school business.
- 29.3 Physical Examinations: The District agrees to provide the full cost of any medical examination required as a condition of continued employment.
- 29.4 Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the rate established by the District.

ARTICLE 30: DRUG AND ALCOHOL TESTING

- 30.1 The parties agree to adhere to Board Policy regarding drug and alcohol testing.

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

ARTICLE 31: AFTER SCHOOL PROGRAMS/AVID/ (ASP).

- 31.1 The positions in the ASP are grant-funded and are contingent upon the availability of categorical grant funds.
- 31.2 Designated positions are part-time, non-benefited, and shall be paid on an hourly basis and are not deemed salaried employees.
- 31.3 At or near the beginning of each school year, the employee will receive a notice of the minimal hours per week that the employee has been assigned to work. Notice shall be given to CSEA should any position require a reduction of more than three (3) hours per week.
- 31.4 Employees working beyond the minimum hours per week assigned will be working on an “extra-time” basis. The extra hours worked shall not become permanent hours for the position.
- 31.5 Deferred pay for purposes of maintaining a 12 month pay cycle shall be based upon the minimum assigned hours, with additional hours paid by supplemental checks.

ARTICLE 32: DURATION

- 32.1 Length of Agreement: This Agreement shall become effective on July 1, 2016 and shall continue in effect to and including June 30, 2019 and from year to year thereafter with alterations and amendments in accordance with the Negotiations Article.
- 32.2 Reopeners during the term of this Agreement shall be provided to the District and CSEA as follows:

2017/18	Salary Health and Welfare Transfers/Promotions/Reclassifications Up to two (2) Articles for CSEA. Up to two (2) Articles for the District.
2018/2019	Salary Health and Welfare Up to two (2) Articles for CSEA. Up to two (2) Articles for the District.

Agreed this tenth day of March 2017:

CSEA Chapter #253 President

Superintendent, Cutler-Orosi Unified

CSEA Field Representative

District Negotiator

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

APPEND

**Classified Salary Schedule
2017-18**

Percentage Increase: Prior year Step 1

Range	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
1	\$10.89	\$1,888	\$11.44	\$1,983	\$12.01	\$2,082	\$12.61	\$2,186	\$13.24	\$2,295	\$13.90	\$2,410
2	\$11.11	\$1,926	\$11.67	\$2,022	\$12.25	\$2,124	\$12.86	\$2,230	\$13.51	\$2,341	\$14.18	\$2,458
3	\$11.33	\$1,965	\$11.90	\$2,063	\$12.50	\$2,166	\$13.12	\$2,274	\$13.78	\$2,388	\$14.47	\$2,507
4	\$11.56	\$2,004	\$12.14	\$2,104	\$12.75	\$2,209	\$13.38	\$2,320	\$14.05	\$2,436	\$14.76	\$2,558
5	\$11.79	\$2,044	\$12.38	\$2,146	\$13.00	\$2,254	\$13.65	\$2,366	\$14.33	\$2,485	\$15.05	\$2,609
6	\$12.03	\$2,085	\$12.63	\$2,189	\$13.26	\$2,299	\$13.92	\$2,414	\$14.62	\$2,534	\$15.35	\$2,661
7	\$12.27	\$2,127	\$12.88	\$2,233	\$13.53	\$2,345	\$14.20	\$2,462	\$14.91	\$2,585	\$15.66	\$2,714
8	\$12.51	\$2,169	\$13.14	\$2,278	\$13.80	\$2,392	\$14.49	\$2,511	\$15.21	\$2,637	\$15.97	\$2,768
9	\$12.77	\$2,213	\$13.40	\$2,323	\$14.07	\$2,439	\$14.78	\$2,561	\$15.52	\$2,689	\$16.29	\$2,824
10	\$13.02	\$2,257	\$13.67	\$2,370	\$14.35	\$2,488	\$15.07	\$2,613	\$15.83	\$2,743	\$16.62	\$2,880
11	\$13.28	\$2,302	\$13.94	\$2,417	\$14.64	\$2,538	\$15.37	\$2,665	\$16.14	\$2,798	\$16.95	\$2,938
12	\$13.55	\$2,348	\$14.22	\$2,465	\$14.93	\$2,589	\$15.68	\$2,718	\$16.47	\$2,854	\$17.29	\$2,997
13	\$13.82	\$2,395	\$14.51	\$2,515	\$15.23	\$2,640	\$16.00	\$2,772	\$16.79	\$2,911	\$17.63	\$3,057
14	\$14.09	\$2,443	\$14.80	\$2,565	\$15.54	\$2,693	\$16.32	\$2,828	\$17.13	\$2,969	\$17.99	\$3,118
15	\$14.38	\$2,492	\$15.09	\$2,616	\$15.85	\$2,747	\$16.64	\$2,884	\$17.47	\$3,029	\$18.35	\$3,180
16	\$14.66	\$2,542	\$15.40	\$2,669	\$16.17	\$2,802	\$16.97	\$2,942	\$17.82	\$3,089	\$18.71	\$3,244
17	\$14.96	\$2,592	\$15.70	\$2,722	\$16.49	\$2,858	\$17.31	\$3,001	\$18.18	\$3,151	\$19.09	\$3,309
18	\$15.26	\$2,644	\$16.02	\$2,776	\$16.82	\$2,915	\$17.66	\$3,061	\$18.54	\$3,214	\$19.47	\$3,375
19	\$15.56	\$2,697	\$16.34	\$2,832	\$17.16	\$2,974	\$18.01	\$3,122	\$18.91	\$3,278	\$19.86	\$3,442
20	\$15.87	\$2,751	\$16.67	\$2,889	\$17.50	\$3,033	\$18.37	\$3,185	\$19.29	\$3,344	\$20.26	\$3,511
21	\$16.19	\$2,806	\$17.00	\$2,946	\$17.85	\$3,094	\$18.74	\$3,248	\$19.68	\$3,411	\$20.66	\$3,581
22	\$16.51	\$2,862	\$17.34	\$3,005	\$18.21	\$3,156	\$19.12	\$3,313	\$20.07	\$3,479	\$21.08	\$3,653
23	\$16.84	\$2,919	\$17.69	\$3,065	\$18.57	\$3,219	\$19.50	\$3,380	\$20.47	\$3,549	\$21.50	\$3,726
24	\$17.18	\$2,978	\$18.04	\$3,127	\$18.94	\$3,283	\$19.89	\$3,447	\$20.88	\$3,620	\$21.93	\$3,801
25	\$17.52	\$3,037	\$18.40	\$3,189	\$19.32	\$3,349	\$20.29	\$3,516	\$21.30	\$3,692	\$22.37	\$3,877
26	\$17.87	\$3,098	\$18.77	\$3,253	\$19.71	\$3,416	\$20.69	\$3,586	\$21.73	\$3,766	\$22.81	\$3,954
27	\$18.23	\$3,160	\$19.14	\$3,318	\$20.10	\$3,484	\$21.11	\$3,658	\$22.16	\$3,841	\$23.27	\$4,033
28	\$18.60	\$3,223	\$19.53	\$3,384	\$20.50	\$3,554	\$21.53	\$3,731	\$22.60	\$3,918	\$23.73	\$4,114
29	\$18.97	\$3,288	\$19.92	\$3,452	\$20.91	\$3,625	\$21.96	\$3,806	\$23.06	\$3,996	\$24.21	\$4,196
30	\$19.35	\$3,354	\$20.31	\$3,521	\$21.33	\$3,697	\$22.40	\$3,882	\$23.52	\$4,076	\$24.69	\$4,280
31	\$19.73	\$3,421	\$20.72	\$3,592	\$21.76	\$3,771	\$22.85	\$3,960	\$23.99	\$4,158	\$25.19	\$4,366
32	\$20.13	\$3,489	\$21.14	\$3,663	\$22.19	\$3,847	\$23.30	\$4,039	\$24.47	\$4,241	\$25.69	\$4,453
33	\$20.53	\$3,559	\$21.56	\$3,737	\$22.64	\$3,924	\$23.77	\$4,120	\$24.96	\$4,326	\$26.20	\$4,542
34	\$20.94	\$3,630	\$21.99	\$3,811	\$23.09	\$4,002	\$24.24	\$4,202	\$25.46	\$4,412	\$26.73	\$4,633
35	\$21.36	\$3,703	\$22.43	\$3,888	\$23.55	\$4,082	\$24.73	\$4,286	\$25.96	\$4,500	\$27.26	\$4,725
36	\$21.79	\$3,777	\$22.88	\$3,965	\$24.02	\$4,164	\$25.22	\$4,372	\$26.48	\$4,590	\$27.81	\$4,820
37	\$22.22	\$3,852	\$23.34	\$4,045	\$24.50	\$4,247	\$25.73	\$4,459	\$27.01	\$4,682	\$28.36	\$4,916
38	\$22.67	\$3,929	\$23.80	\$4,126	\$24.99	\$4,332	\$26.24	\$4,549	\$27.55	\$4,776	\$28.93	\$5,015
39	\$23.12	\$4,008	\$24.28	\$4,208	\$25.49	\$4,419	\$26.77	\$4,639	\$28.11	\$4,871	\$29.51	\$5,115
40	\$23.58	\$4,088	\$24.76	\$4,292	\$26.00	\$4,507	\$27.30	\$4,732	\$28.67	\$4,969	\$30.10	\$5,217
41	\$24.06	\$4,170	\$25.26	\$4,378	\$26.52	\$4,597	\$27.85	\$4,827	\$29.24	\$5,068	\$30.70	\$5,322
42	\$24.54	\$4,253	\$25.76	\$4,466	\$27.05	\$4,689	\$28.41	\$4,923	\$29.83	\$5,170	\$31.32	\$5,428
43	\$25.03	\$4,338	\$26.28	\$4,555	\$27.59	\$4,783	\$28.97	\$5,022	\$30.42	\$5,273	\$31.94	\$5,537
44	\$25.53	\$4,425	\$26.81	\$4,646	\$28.15	\$4,878	\$29.55	\$5,122	\$31.03	\$5,378	\$32.58	\$5,647
45	\$26.04	\$4,513	\$27.34	\$4,739	\$28.71	\$4,976	\$30.14	\$5,225	\$31.65	\$5,486	\$33.23	\$5,760
46	\$26.56	\$4,604	\$27.89	\$4,834	\$29.28	\$5,076	\$30.75	\$5,329	\$32.28	\$5,596	\$33.90	\$5,876
47	\$27.09	\$4,696	\$28.45	\$4,931	\$29.87	\$5,177	\$31.36	\$5,436	\$32.93	\$5,708	\$34.58	\$5,993
48	\$27.63	\$4,790	\$29.01	\$5,029	\$30.47	\$5,281	\$31.99	\$5,545	\$33.59	\$5,822	\$35.27	\$6,113
49	\$28.19	\$4,885	\$29.59	\$5,130	\$31.07	\$5,386	\$32.63	\$5,655	\$34.26	\$5,938	\$35.97	\$6,235
50	\$28.75	\$4,983	\$30.19	\$5,232	\$31.70	\$5,494	\$33.28	\$5,769	\$34.95	\$6,057	\$36.69	\$6,360
51	\$29.32	\$5,083	\$30.79	\$5,337	\$32.33	\$5,604	\$33.95	\$5,884	\$35.64	\$6,178	\$37.43	\$6,487

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

Cutler-Orosi Joint Unified School District

CLASSIFICATION INDEX

Department	Job Classification	Responsible To	Range
1.0	BUILDING, GROUNDS AND MAINTENANCE		
	1.1 Journeyman Maintenance Worker/Bus Driver	Director of MO&T	46*
	1.2 Maintenance 1	Director of MO&T	41*
	1.3 Maintenance Worker II / Bus Driver	Director of MO&T	30*
	1.4 Warehouseman	Director of MO&T	28*
	1.5 Lead Custodian/Bus Driver	Principal	28*
	1.6 Grounds Keeper/Bus Driver	Principal	17*
	1.7 Custodian/ Bus Driver	Principal	16*
	1.8 Custodian (No Driving)	Principal	16
2.0	TRANSPORTATION		
	2.1 Lead Journeyman Mechanic/Bus Driver	Director of MO&T	46*
	2.2 Journeyman Mechanic/Bus Driver	Director of MO&T	41*
	2.3 Mechanic/Bus Driver	Director of MO&T	28*
	2.4 Bus Driver	Director of MO&T	16*
	2.5 Bus Driver Trainer	Director of MO&T	22*
	2.6 Office Assistant/Bus Driver	Director of MO&T	19*
3.0	FOOD SERVICES		
	3.1 Food Service Site Lead - Cook	Food Service Mgr.	33
	3.2 Food Service Site Lead - Baker	Food Service Mgr.	33
	3.3 Food Service Worker I	Food Service Mgr.	11
	3.4 Food Service Worker II	Food Service Mgr.	14
	3.5 Food Service Utility/Bus Driver	Food Service Mgr.	18*
	3.6 Food Service Clerk	Food Service Mgr.	14
4.0	SECRETARIAL & CLERICAL		
	4.1 School Secretary	Principal	22
	4.2 Office Assistant I	Principal	16
	4.3 Office Assistant II	Principal	19
	4.4 Receptionist	Supervisor	16
5.0	INSTRUCTIONAL AIDES		
	5.1 Instructional Aide	Classroom Teacher	9-17
	5.2 Instructional Aide - Bilingual	Principal	9-17
	5.3 Special Education Aide	Principal	9-17
	5.4 Special Education Aide - Bilingual	Principal	9-17
	5.5 Behavior Intervention Aide	Principal	9-17
	5.6 Special Friends Aide	Director of Special E	9-17
	5.7 Piano Accompanist	Choir Director	9-17
	5.8 Physical Education Technician	District P.E. Teache	20
6.0	INSTRUCTIONAL SUPPORT SERVICES		
	6.1 Library Aide	Principal	9-17
	6.2 Attendance Officer	Director of Stu. Serv	33
	6.3 Work Based Facilitator	Director College/Car	22-27
	6.17 Workforce Development Specialist	Director College/Car	38
	Student-Parent Advocate Specialist	Principal	38
	HEALTH SERVICES		
	6.4 Licensed Vocational Nurse (LVN)	District Nurse	39
	6.5 Lead Health Aide	District Nurse	20
	6.6 Health Aide	District Nurse	9-17
	CAMPUS SECURITY		
	6.7 Campus Security	Principal	8
	OUTREACH		
	6.8 Outreach Aides	Director of Stu. Serv	8-17

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

Department	Job Classification	Responsible To	Range
6.0 INSTRUCTIONAL SUPPORT SERVICES - continued			
PRESCHOOL & CHILDCARE			
	6.9 Preschool Teacher	Director of Stu. Services	9-17
	6.10 Preschool Aide	Director of Stu. Services	9-17
	6.11 Infant/Toddler Childcare Aide	Director of Stu. Services	9-17
	6.12 Preschool Facilitator	Director of Stu. Services	22-27
RECREATION AND ENRICHMENT			
	6.13 R & E Lead	R & E Coordinator	16
	6.14 R & E Assistant Lead	R & E Coordinator	11
	6.15 R & E Aide	R & E Coordinator	9
TECHNOLOGY			
	6.16 Site Computer Tech	Principal	28
SALARY SCHEDULE ADJUSTMENTS			
Employees whose position is marked with an "*" and obtain a Valid California School Bus Driver's License and who drive school buses for the District when needed shall be paid at a rate five (5) Ranges above those designated.			
Instructional Aide and Instructional Support positions are subject to receiving additional ranges from the Base Range according to educational qualifications schedule as listed below. All college units must receive a "C" grade or higher.			
		Ranges	
		Aide	Facilitators
	Meets basic District qualifications for beginning employment.	8	0
	Meets basic District qualifications and have passed the approved qualifying test for NCLB	9	22
	High School Diploma or equivalent plus 15 college units.	10	23
	High School Diploma or equivalent plus 30 college units.	12	24
	High School Diploma or equivalent plus 45 college units.	13	25
	High School Diploma or equivalent plus 60 college units.	15	26
	High School Diploma or equivalent plus 75 college units.	17	27
* AMIPM combinations for Pre-school aides and Infant Toddler Teachers are permitted. Individuals working these combinations shall be provided statutory benefits based on the number of hours worked but shall be exempt from receiving Health and Welfare Benefits above the four (4) hour qualification. Any Pre-School Aide or Infant Toddler Teacher covered by the District's Health and Welfare Benefits as of November 10, 2005 may continue to be covered.			
Site Computer Technicians Salary Schedule Placement shall be at Range 28. This placement may be adjusted by gaining certifications listed below. To maintain advancement on the schedule the certification must be maintained. Expiration of a certification will result in a corresponding reduction in pay.			
		Added Range(s)	
	MCP - Microsoft Certified Professional	1	
	MCSA - Microsoft Certified Solutions Associate	1	
	MCSE - Microsoft Certified Solutions Expert - Enterprise Devices and Applications	2	
	MCSE - Microsoft Certified Solutions Expert - Server Infrastructure	2	
	CCENT - Cisco Certified Entry Networking Technician - Interconnecting Cisco Networks	1	
	CCNA - Cisco Certified Network Associate - Routing and Switching	3	
	Apple Certificated Associate - Mac and OS 10.10 and higher	1	
	Google Certificated Administrator	1	
	Fiber and Cat5/6 Cabling Certification	1	
	Vmware Certification	1	
	Longevity		
After 10 calendar years of Service	\$40.00 per month	After 25 calendar years of Service	\$85.00 per month
After 15 calendar years of Service	\$55.00 per month	After 30 calendar years of Service	\$100.00 per month
After 20 calendar years of Service	\$70.00 per month	After 35 calendar years of Service	\$115.00 per month

Cutler-Orosi Unified School District Agreement with CSEA, 2016-2019

APPENDIX B

HEALTH AND WELFARE BENEFIT OPTIONS

Effective October 1, 2017

District Contribution is **\$1,133.20** per month effective October 1, 2017

- | | |
|--|-----------------------------|
| 1. 100% Plan [100-A \$20; Rx 7-25] | \$1,468.20 per month |
| 2. 90% Plan [90-C \$30; Rx 200/10-35] | \$1,297.20 per month |
| 3. 80% Plan [80-G \$20; Rx 200/10-35] | \$1,170.20 per month |
| 4. 80% [80-J \$30; Rx 200/10-35] | \$1,133.20 per month |

All plans have Delta Dental Incentive Plan and Vision Service Plan (B\$10)

CLASSIFIED PERSONNEL PERFORMANCE EVALUATION

NAME _____

CLASSIFICATION _____

LOCATION _____

EVALUATION FOR SCHOOL YEAR _____

- THREE MONTHS
 SIX MONTHS
 ANNUAL
 UNSCHEDULED
 SHORT TERM
 EXIT

UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS STANDARD	EXCEEDS STANDARDS	SECTION A		DOES NOT APPLY	SECTION B – Record job strengths and superior performance.
				1	2		
							SECTION C – Record specific work performance deficiencies or job behavior requiring improvement or correction.
							SECTION D – Record progress achieved in attaining previously set goals for improved work performance; personal or job qualifications.
							SECTION E – Record specific goals or improvement program to be undertaken during the next evaluation period.
							SUMMARY EVALUATION – CHECK OVERALL PERFORMANCE

Rating, review and comments made by:

NAME _____ TITLE _____ DATE _____

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

COMMENTS _____

EMPLOYEE'S SIGNATURE _____ DATE _____