

**AGREEMENT BETWEEN THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION #797  
AND THE  
RIPON UNIFIED SCHOOL DISTRICT**

**2024-2027**

The following constitutes a bilateral agreement between California School Employees Association (CSEA) and the Board of Trustees of the Ripon Unified School District commencing July 1, **2024** and expiring June 30, **2027**, except that if a legislative or judicial decisions by the highest court in the State or a Federal Court shall mandate a change in a scope time(s) of this Agreement, the Agreement may be reopened by either party to negotiate the affected item(s). If some item(s) is negated by legislative or judicial action, the remaining items shall remain in effect.

<u>Matthew Schwertfeger</u> <small>Matthew Schwertfeger (Jun 27, 2025 15:28 PDT)</small>	27/06/25
For CSEA	Date
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For CSEA	Date
For CSEA	Date
For CSEA	Date

## TABLE OF CONTENTS

<b>TITLE -----</b>	<b>PAGE</b>
<b>Article 1 – Preamble-----</b>	<b>1</b>
<b>Article 2 – Recognition-----</b>	<b>1</b>
<b>Article 3 – Discrimination-----</b>	<b>1</b>
<b>Article 4 – Evaluations-----</b>	<b>1</b>
<b>Article 5 – Probationary Period-----</b>	<b>2</b>
<b>Article 6 – Personnel File-----</b>	<b>3</b>
<b>Article 7 – CSEA Rights and Responsibilities-----</b>	<b>3</b>
<b>Article 8 – Hours and Overtime-----</b>	<b>4</b>
<b>Article 9 – Pay and Allowances-----</b>	<b>7</b>
<b>Article 10 – Employee Expenses and Materials-----</b>	<b>9</b>
<b>Article 11 – Fringe Benefits-----</b>	<b>10</b>
<b>Article 12 – Holidays-----</b>	<b>12</b>
<b>Article 13 – Vacation-----</b>	<b>13</b>
<b>Article 14 – Transfer/Promotion-----</b>	<b>14</b>
<b>Article 15 – Layoff and Reemployment-----</b>	<b>17</b>
<b>Article 16 – Leaves-----</b>	<b>20</b>
<b>Article 17 – Disciplinary Procedures-----</b>	<b>30</b>
<b>Article 18 – Grievance Procedures-----</b>	<b>33</b>
<b>Article 19 – Contracting and Bargaining Unit Work-----</b>	<b>37</b>
<b>Article 20 – Savings-----</b>	<b>37</b>
<b>Article 21 – District Rights-----</b>	<b>37</b>
<b>Article 22 – Organizational Security-----</b>	<b>38</b>
<b>Article 23 – Transportation-----</b>	<b>40</b>
<b>Article 24 – Reclassification/Reallocation-----</b>	<b>41</b>
<b>Article 25 – Duration of Agreement-----</b>	<b>43</b>
<b>Article 26 – Professional Growth Program-----</b>	<b>44</b>
<b>Appendix A – CSEA Bargaining Unit Members-----</b>	<b>46</b>
<b>Appendix B – CSEA Pay Schedule-----</b>	<b>47</b>
<b>Appendix C – Catastrophic Leave Program-----</b>	<b>48</b>
<b>Appendix D – Catastrophic Medical Certification Form-----</b>	<b>49</b>
<b>Appendix E – Reclassification/Reallocation Form-----</b>	<b>50</b>
<b>Appendix F – Bus Driving Training Program-----</b>	<b>52</b>
<b>Appendix G – Evaluation Form-----</b>	<b>54</b>

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
RIPON CHAPTER #797  
AGREEMENT  
2024-27**

**ARTICLE 1 – PREAMBLE**

- 1.1 This agreement is made and entered into this **7th day of April, 2025** by and between Ripon Unified School District, hereinafter referred to as the DISTRICT, and California School Employees Association and its Ripon Chapter #797 or its successors, hereinafter referred to as CSEA pursuant to Government Code Section 3540, et. Seq.

**ARTICLE 2 – RECOGNITION**

- 2.1 The District hereby recognizes CSEA as the exclusive representative for all bargaining unit members listed in Appendix A.
- 2.2 Attachments are made hereto and incorporated by reference as part of this Agreement. All newly created positions, except those that are lawfully other classified bargaining unit employees, certificated, management, confidential, or supervisory, shall be assigned to the bargaining unit. The determination of other classified employees, management, confidential or supervisor employees shall be by mutual agreement between the District and CSEA. In the absence of mutual agreement, disputed cases shall be submitted to the PERB for resolution. The bargaining unit described in Appendix A may be expanded to other classification by mutual agreement of the parties, subject to the rules of PERB.

**ARTICLE 3 – DISCRIMINATION**

- 3.1 The District shall not discriminate against CSEA bargaining unit members on the basis of race, color, creed, age, sex, sexual orientation, national origin, political affiliation, marital status, physical handicap, veteran status, membership and/or participation in an employee organization or activities as it applies to the language of this Agreement.

**ARTICLE 4 – EVALUATIONS**

- 4.1 Evaluations shall be made based primarily upon the direct observation and knowledge of the evaluator **on the Classified Employee Evaluation Form (appendix G)**. Any evaluation **with needs improvement or unsatisfactory remarks** shall include specific recommendations for

improvements and provisions for assisting the employee in implementing any recommendations made. If the evaluator determines that there is unsatisfactory effort or progress the evaluator must specifically list:

- 4.1.1 what is unsatisfactory
- 4.1.2 what must be done to make an unsatisfactory situation satisfactory
- 4.1.3 what measurements or standards will be used to determine progress
- 4.1.4 when the specified progress must be demonstrated
- 4.2 Bargaining unit members of permanent status shall be evaluated **at the end of the school year in which they earned permanent status, and then a minimum of every other year thereafter** prior to the last working day of the **year for the** employee. Each evaluation shall consist of an overview of the prescribed period of time.
  - 4.2.1 **To implement the every other year cycle, employees who received an annual evaluation at the end of 2023-2024, whose last name begins with a letter between A-L will be evaluated in the 2024-2025 school year. Employees who received an annual evaluation at the end of 2023-2024, whose last name begins with a letter between M-Z, will receive their next end of year evaluation in 2025-2026. An evaluator may still choose to complete an unscheduled evaluation.**
- 4.3 **If the employee receives an overall summary evaluation of unsatisfactory or needs improvement, the employee will have a subsequent unscheduled evaluation within 3-6 months. Formative discussion about progress may occur in the interim. An unsatisfactory evaluation may lead to progressive discipline.**
- 4.4 Bargaining unit members shall be given ten (10) days to review and comment in any evaluation before it is entered into the District personnel file.
- 4.5 Bargaining unit members are required to sign all formal written evaluations; however, the signing of such evaluation shall only acknowledge that the unit member has seen the document. The unit member shall receive a copy of the evaluation.
- 4.6 At any meeting between a District representative and a bargaining unit member to discuss **an** evaluation, upon request, the unit member is entitled to have a CSEA representative present.

## **ARTICLE 5 – PROBATIONARY PERIOD**

- 5.1 The probationary period shall be for six (6) months. Evaluation reports for all probationary employees shall be submitted by the end of the second (2<sup>nd</sup>) month of the employment. A second evaluation report shall be submitted by the end of the fourth (4<sup>th</sup>) month of employment. A special evaluation may be submitted at any time for probationary employees if desired by the employee's supervisor.

- 5.2 Promoted employees shall serve a probationary period of six (6) months and be evaluated within two (2) months from the start of promotion and again at the conclusion of the fourth (4<sup>th</sup>) month.
- 5.3 Probationary employees may be released without cause. Promoted probationary employees who do not complete the probationary period shall have the right to return to their previous classification.

## **ARTICLE 6 – PERSONNEL FILE**

- 6.2 Bargaining unit members shall be provided with copies of any written materials and have an opportunity to comment within thirty (30) working days before it is placed in the unit member's personnel file. The unit member shall be given no more than one (1) hour release time without loss of pay to review and comment on any negative material placed in the personnel file.
- 6.3 No disciplinary action shall be taken for any cause which arose prior to the unit member becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such bargaining unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.
- 6.4 The employee or authorized (in writing) CSEA representative may also have access to the material.

## **ARTICLE 7 – CSEA RIGHTS AND RESPONSIBILITIES**

- 7.1 CSEA shall have the right of access at reasonable times to areas in which bargaining unit members' work. Authorized representatives of CSEA shall be permitted to transact official business on school sites at reasonable times as agreed to by the parties. CSEA representative(s) will report to the school office before visiting unit members unless the representative(s) is informed by the employee or principal that conducting business at that time is interfering with the school program.
  - 7.1.1 The primary purpose of all employees is to facilitate the effective and efficient operation of the District. To that end, unit members will not leave the site for the purpose of conducting Association business without the permission of the site administrator.
- 7.2 CSEA may use the various school sites at reasonable times as properly approved and scheduled by the principal in order to conduct official business of the unit. CSEA shall have the right to use without charge, institutional facilities, equipment, email and buildings at reasonable times, for business as approved by the school administration. Any use of equipment does not include the use of supplies required to run the equipment, which must be furnished or reimbursed, to the District by CSEA.
- 7.3 In school sites, one bulletin board shall be designated as the official bulletin board available for CSEA to post notices of activities and matters of CSEA concern. CSEA may use the District mail

service and employee mailboxes for communications to employees. A copy of all material placed on the bulletin board shall be submitted to the principal/site administrator and shall be distributed only by CSEA representatives.

- 7.4 The District shall provide CSEA with a seniority roster annually by June 1 of each school year. The seniority shall indicate all bargaining unit members' present classification and current work location.
- 7.5 The District shall provide CSEA with a unit member list when requested. The list shall include the bargaining unit member's name, last four digits of the social security number, address and telephone number unless the unit member's phone number is an unlisted number.
- 7.6 CSEA shall have the right to review and obtain material in possession or produced by the District, which is relevant and necessary for CSEA to fulfill its role as the exclusive representative. The District agrees to provide CSEA with copies of all such requested material.
- 7.7 The District shall provide release time without loss of compensation for CSEA chapter delegates to attend the CSEA Annual Conference. The CSEA delegate shall take one-half (1/2) the release time from their Personal Necessity Leave and one-half (1/2) the release time from Vacation.
- 7.8 Representatives of CSEA will be granted a reasonable amount of release time for purposes of negotiations. CSEA and the District agree that the negotiations process can have an impact on employee productivity and the efficient operation of the district. Both groups will strive to complete the negotiations process in a reasonable amount of time. If either party can establish that the process is taking an unreasonable amount of time to complete, it is agreed that a definition of "reasonable" will be the subject of negotiations.
- 7.9 Within thirty (30) working days after ratification by CSEA, the District shall provide a copy to CSEA of the agreed upon Agreement for review of errors. Upon District's receipt of the executed signature sheet from CSEA, the District agrees to provide each bargaining unit member with written notification that the agreement is available on the District Website. A copy of the printed agreement will be provided at the request of the employee at District expense no later than fifteen (15) working days from the date of the request. The president of the chapter may request up to ten (10) copies per year.
- 7.10 On an annual basis, the CSEA Chapter President or designee will meet with the Superintendent or designee to determine meeting dates in a mutually agreed upon manner. This provides an opportunity for new hires and service fee payers to meet with the CSEA Chapter president or designee two times a year.

## **ARTICLE 8 – HOURS AND OVERTIME**

- 8.1 The workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular

work day or work week on an overtime basis when such is necessary to carry on the business of the District, except as provided for in the overtime section of this Agreement. Nothing contained herein shall be deemed to bar the District from establishing a work day of less than eight (8) hour, or a work week of less than forty (40) hours. When mutually agreeable between affected employees, CSEA and the District, some employees' normal workweek may consist of four (4) consecutive days, ten (10) hours per day, and forty (40) hour week.

- 8.2 The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement. Each bargaining unit member shall be assigned a fixed, regular and ascertainable minimum number of hours.
- 8.3 Any bargaining unit member who works thirty (30) minutes or more per day in excess of his/her regular part time assignment in the same classification, regardless of location, for a period of twenty (20) consecutive days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period in order to acquire fringe benefits on a properly prorated basis.
- 8.4 When additional hours are assigned to a part time position on a regular basis, the assignment shall be offered to a qualified bargaining unit member in the appropriate classification with the greatest District seniority. If the senior bargaining unit member declines the assignment, it shall be offered to the remaining bargaining unit members in the classification in descending order of District seniority until the assignment is made.
- 8.5 All bargaining unit members covered by this Agreement shall be entitled to an uninterrupted, non-compensated lunch period after the bargaining unit member has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour or less than one-half (1/2) hour and shall be scheduled for full time bargaining unit members at or about the midpoint of each work shift. Each non-clerical employee shall clock in and clock out on a daily basis, recording the beginning and end of the work day and beginning and end of the lunch break on his or her work day. Each non-clerical employee shall record the time and reason for any work done in a different classification according to procedures jointly developed by the district and CSEA. (Clerical employees will provide monthly timesheets showing their work hours).
- 8.6 All bargaining unit members shall be granted rest period of fifteen (15) minutes per four (4) hours worked. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the bargaining unit member.
- 8.7 OVERTIME – Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the employee.
  - 8.7.1 Overtime is defined to include any work which is suffered or permitted in excess of eight (8) hours in any one day or any one shift; or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of the regularly assigned starting time or subsequent to the assigned quitting time.

- 8.7.2 All hours worked on holidays designated by this Agreement shall be compensated at time and one-half (1-1/2) in addition to the pay for the holiday.
- 8.7.3 All hours worked on the sixth and seventh consecutive days of work shall be compensated at one and one-half (1-1/2) times the regular rate of pay.
- 8.7.4 Double time shall be paid under the following conditions: (a) the employee works in excess of twelve (12) hours in one work days; (b) the employee works in excess of twelve (12) hours on a sixth work day in the same work week; (c) the employee works in excess of eight (8) hours on a seventh day in the same work week.
- 8.7.5 All opportunity for overtime shall be shared equally among such bargaining unit members. The district administration will work to the goal of equalizing overtime among unit members by site. The goal will be to keep the number of overtime hours assigned to each member wishing to have overtime within 15% of the average number of hours assigned to the members for the year.
- 8.7.6 Any bargaining unit member shall have the right to refuse any offer or request for overtime or call back time except in emergency situations. If all employees refuse overtime requests, the least senior employee shall be assigned the overtime.
- 8.7.7 For the purposes of computing the number of hours worked, time during which a bargaining unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leave of absence shall be considered as time worked by the bargaining unit member.
- 8.8 PAY DIFFERENTIALS: A bargaining unit member who receives any shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a non-differentiated shift for less than twenty (20) working days.
- 8.8.1 SPLIT-SHIFT DIFFERENTIAL: A bargaining unit member who works a split-shift will have the split-shift differential pay calculated as part of their annual wages.
- 8.9 CALL BACK TIME – Bargaining unit members called back for emergency work outside of the regularly schedule hours or recalled to work after completing their regular shift and have left the District premises, shall be paid for hours actually worked at the rate of time and one-half (1-1/2).
- 8.9.1 Bargaining unit members scheduled or called back for work outside of regularly scheduled hours, defined as work done by the employee after completing the regular shift and leaving the premises, shall be paid for the hours actually worked. The rate of pay will be time and one-half (1.5). There will be a minimum compensation of two hours paid at time and one-half (1.5). Bargaining unit members must clock in and clock out or submit a completed time sheet signed by the supervisor to verify the hours worked.
- 8.9.2 If the call back assignment is a scheduled assignment that involves a split assignment (i.e. opening and closing a facility), the minimum pay rate will be applied to the total hours spent on the assignment. Each trip to the site will not be considered a separate

call back. If unscheduled call backs occur, whether as part of scheduled duties or not, all unscheduled call backs will be subject to the two-hour minimum. Bargaining unit members must clock in and clock out or submit a completed time sheet signed by the supervisor to verify the hours worked.

8.10 SUMMER SCHOOL ASSIGNMENTS – An employee assigned to work during summer school in his/her normal classification shall receive, on a pro-rata basis, no less than the compensation and benefits applicable to that classification during the academic school year.

8.10.1 An employee assigned to work during summer school period in a classification other than his/her normal classification shall receive the employee's current rate of pay or at Step A of the appropriate salary range of the classification, whichever is greater, in which the summer school work is assigned.

8.10.2 When it is necessary to assign employees not regularly assigned during summer school, the most senior employee in the classification shall be assigned, assuming the employee receives a satisfactory evaluation for previous summer work, with a rotation of seniority occurring every two years.

8.11 COMPENSATION FOR REQUIRED TRAINING – An employee who is required to attend training sessions or otherwise engage in training of any kind in order to continue employment in a position shall receive compensation as follows:

8.11.1 When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.

8.11.2 When the training occurs at a time other than during the employee's regularly assigned working hours, the employee shall be paid in accordance with the provisions of this Article.

8.12 LEAP YEAR: Twelve-month employees will be paid for an additional day of work at the employee's regular rate of pay for each leap year. The payment for the additional day will be included in the employee's annual wage calculation.

## **ARTICLE 9 – PAY AND ALLOWANCES**

**9.0 In lieu of an on-salary schedule increase for the 2024-2025 school year, the district agrees to pay a one-time off schedule payment of \$2,163 to all CSEA bargaining unit members who are employed on November 22, 2024. For employees who work less than an 8-hour work day, the payment will be prorated based on their full-time equivalent percentage (FTE). The stipend amount will be determined by an employee's set FTE on November 22, 2024.**

**Should any other District employee group receive a larger total compensation package for 2024-2025, the District shall notify CSEA and negotiations shall be reopened upon written request from CSEA.**

- 9.1 The basic rate of pay for each position in the bargaining unit shall be in accordance with Appendix B attached hereto and by reference incorporated as a part of this Agreement. The regular rate of pay shall include any shift differential required to be paid under this Agreement.
- 9.2 STEP INCREASES - Employees must be in paid status no less than seventy-five (75%) of the previously scheduled (11/12 months) District work year to be eligible for any July 1st step advance.
- 9.3 Initial salary step placement will be on Column A of the salary schedule. However, the district may make an initial placement as high as Column C.
- 9.4 All bargaining unit members shall be paid once per month payable on the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued the preceding workday. The paycheck shall include a record of all customary deductions.
- 9.5 Any bargaining unit member required and authorized to use his or her vehicle on District business shall be reimbursed at the rate per mile allowable pursuant to Internal Revenue Service regulations. The mileage computation shall include mileage necessary to return to the bargaining unit member's normal job site after the completion of District business is required.
- 9.6 Bargaining unit members assigned temporarily for five (5) work days or more out of fifteen (15) calendar days to a position with a higher classification shall receive the next higher amount on the new salary range which reflects at least a five percent (5%) increase over their regular rate of pay for whatever time he/she fills this position; except that an employee shall be placed on the last step of the new range if that is the maximum allowable for that classification.
  - 9.6.1 This section shall not apply to a change of work hours for night custodians during Christmas and Spring break and the summer months as long as those employees are working within their job description. The district acknowledges that at these times Building Custodians will serve as general labor support for Maintenance and Building Custodians and Maintenance positions and not perform skilled work normally assigned to these positions.
- 9.7 When it is determined by the District that a payroll error resulting in insufficient payment for a bargaining unit member exists, it shall be corrected, and a supplemental check issued not later than five (5) working days after the determination is made or the next payroll process if mutually agreed to by the employee and the district. If a payroll error results in an overpayment to the employee the employee and the district will come to a mutual agreement of how and when those funds will be reimbursed.
- 9.8 A permanent bargaining unit member who is promoted shall be placed on the next higher salary amount in the new classification except that an employee shall be placed on the last step of the new range if that is the maximum allowable for that classification.

- 9.9 Full time employees who are assigned a shift differential work schedule shall receive a 5% differential pay calculated on the base pay for the assignment(s) for the months the differential schedule is worked.
- 9.10 The District shall participate in the Classified School Employee Summer Assistance Program (CSESAP) each year according to California Education Code Section 45500 and the guidelines published annually by the California State Department of Education.  
The District and CSEA agree that in any year that the state does not budget matching funds for this program, the District will not participate that year.  
Participation shall be waived in any year where the District determines it cannot participate due to fiscal constraints. The District shall provide notice to the CSEA no later than the end of the first full week in December in any year where participation cannot be authorized for the subsequent school year. If the CSESAP is removed from the California Education Code, this section shall become null and void.
- 9.11 Effective July 1, 2024 members who have an Associates Degree or Bachelors Degree will receive a Degree Stipend. \$500 will be paid each year for individuals who hold an Associates Degree, and \$900 will be paid each year for individuals who hold a Bachelors Degree. In the case of multiple degrees held, individuals will only earn one Degree Stipend, based on whatever their highest level of degree is. The stipend will be divided evenly over the members annual pay cycles.**
- a. For 2024/2025: an individual must submit an official transcript to HR by January 10, 2025 to earn the Stipend for this school year, and the degree must have been awarded before July 1, 2024.**
- b. In all years following 2024/2025: an individual must have earned their degree by July 1 of the fiscal year to qualify for the stipend beginning that year. They have until October 5 of the given year to submit an official transcript.**

## **ARTICLE 10 – EMPLOYEE EXPENSES AND MATERIALS**

- 10.1 If the District requires an employee to use specific safety equipment, the District will furnish the equipment at District expense.
- 10.2 If the District requires a specific job assignment which in the District's experience or opinion of the supervisor and/or administration renders clothing unserviceable or unusable, the District will provide at District expense suitable clothing which may include coveralls, raincoat, galoshes or rubber boots designed to cover and protect the employee's personal clothing.
- 10.3 Safety equipment and protective clothing shall remain the property of the District and kept at the District site.
- 10.4 The district shall maintain safe and healthful working conditions.

- 10.5 It is expected that TMC and Nutrition Services unit members will wear shirts with District patches at all times while on duty.
- 10.5.1 The District will provide six (6) shirts initially for all members and six (6) for each subsequent year. It will be the responsibility of the member to launder the shirts. Shirts shall not be modified except as approved by the district. Modifications will be applied across an entire class or unit in a uniform manner.
- 10.5.2 An employee may elect once every three (3) years to substitute a District approved jacket and two (2) shirts for the six (6) shirts a year.
- 10.6 It is expected that an employee who is required to have a First Aid/CPR card for his/her driver certificate will obtain the First Aid/CPR card through CHP. The employee will have to attempt to obtain the First Aid/CPR card twice (2) with CHP. If the employee cannot obtain the card thorough CHP than the district will reimburse the employee the cost of obtaining the First Aid/CPR card through another approved vendor.

## **ARTICLE 11 – FRINGE BENEFITS**

- 11.1 The District will offer medical, vision and dental insurance.
- 11.2 The basic medical plan(s) will be the plan(s) negotiated by the District and CSEA. The District will make all sponsored HMO's and indemnity plans available to the employees.
- 11.3 The District will pay the following monthly rates toward the specified coverage.

Coverage Type	Former Annual Contribution	Former Monthly Contribution	Monthly Contribution Effective 4/1/22	Monthly Contribution Effective 4/1/23
Medical Single Rate	\$6,327.00	\$527.25/month	\$553.61/month	\$637.70/month
Medical Single +1	\$8,895.00	\$741.25/month	\$778.31/month	\$896.53/month
Medical Family	\$10,578.00	\$881.50/month	\$925.58/month	\$1,066.16/month

- 11.4 The District contribution may be sufficient to pay the required premium for the coverage selected by the employee. If the employee selects coverage or if the negotiated programs have a premium higher than the District contribution, the employee shall have a payroll deduction on a twelve (12) month basis or eleven (11) month basis for employees who work less than 12 months for the difference between the insurance premium and the District contribution.
- 11.4.1 PRO-RATION OF PART-TIME HEALTH BENEFITS: A part-time bargaining unit member who works less than 8 hours per day but more than 4 hours per day in a permanent assignment may choose to have pro-rated health insurance benefits. The pro-ration is based on 8 hours per day and is applied to the district cap. (i.e. 4 hours per day / 8 hours per day = 50% x district cap). The unit member would be

responsible for the difference between the pro-rated district cap and the premiums for the plan chosen.

11.5 RETIREE HEALTH BENEFITS AGE 55-60

11.5.1 During the term of this Agreement the District will pay the stated District contribution for each fiscal year toward the premiums for health coverage for each retiree and family which the retiree selects from the District sponsored program. A retiree under this section is eligible for the employee medical only provision described in Section 11.4. The employee must have ten (10) accumulated full-time years of service with the District to be eligible for this provision. Part-time employees who retire will qualify for this benefit only if the employee has participated in the district provided benefit program cumulatively for the ten (10) years prior to retirement.

11.5.2 PRO-RATION OF PART-TIME HEALTH BENEFITS: A part-time bargaining unit member who works less than 8 hours per day but more than 4 hours per day in a permanent assignment may choose to have pro-rated health insurance benefits. The pro-ratio is based on 8 hours per day and is applied to the district cap. (i.e. 4 hours per day / 8 hours per day = 50% x district cap). The unit member would be responsible for the difference between the pro-rated district cap and the premiums for the plan chosen.

11.6 RETIREE MEDICAL ONLY AGE 61 TO 65

11.6.1 During the term of this agreement, RUSD will pay ½ the stated district contribution for each fiscal year toward employee only premium (single rate if on a tiered rate structure and composite rate if on a composite rate structure) for a retiree-selected program from the negotiated medical insurance for any current employee age 61 - 65 who opts to pay the remaining one-half of the premium and who retires during the life of the contract. Retiree may choose to continue dental and vision coverage at their expense.

11.6.2 PRO-RATION OF PART-TIME HEALTH BENEFITS: A part-time bargaining unit member who works less than 8 hours per day but more than 4 hours per day in a permanent assignment may choose to have pro-rated health insurance benefits. The pro-ratio is based on 8 hours per day and is applied to the ½ the stated district medical cap (i.e. 4 hours per day / 8 hours per day = 50% x ½ district medical cap). The unit member would be responsible for the difference between the pro-rated district cap and the premiums for the plan chosen. Retiree may choose to continue dental and vision coverage at their expense.

11.6.3 Classified employees hired for the 2001-2002 school year and subsequent years must be employed full-time in a classified position for ten (10) accumulated years prior to retirement to qualify for this benefit. Part-time employees who retire will qualify for

this benefit only if the employee has participated in the district provided benefit program cumulatively for the ten (10) years prior to retirement.

11.7 GOLDEN HANDSHAKE

11.7.1 The District shall consider granting retirement to employees under the “Golden Handshake” program each fiscal year. It is understood that such retirement shall not be granted unless it results in a savings to the District. The Golden Handshake early retirement will be offered under the rules and regulations established by the Public Employees Retirement System (PERS).

11.8 CSEA and RUSD would like to form a health insurance committee to review and discuss benefit plans, carriers, and potential options for the future. There will be no more than three (3) members from each group, CSEA and RUSD. The CSEA Chapter President shall appoint the CSEA committee members. The committee will meet on an as needed basis, but not less than once per fiscal year.

## **ARTICLE 12 – HOLIDAYS**

12.1 The District agrees to provide all bargaining unit members with fourteen (14) paid holidays as follows:

- 12.1.1 New Year’s Day
- 12.1.2 Martin Luther King Day
- 12.1.3 Lincoln’s Day
- 12.1.4 Presidents’ Day
- 12.1.5 Memorial Day
- 12.1.6 Independence Day
- 12.1.7 Labor Day
- 12.1.8 Juneteenth
- 12.1.9 Veterans’ Day
- 12.1.10 Thanksgiving Day
- 12.1.11 Day After Thanksgiving – In Lieu of Admission’s Day
- 12.1.12 Christmas Day
- 12.1.13 Christmas Eve
- 12.1.14 New Year’s Eve

12.2 Any day that is appointed by the President or Governor of the state pursuant to Education Code Section 37220 or a successor statute, or any day declared a holiday by the Governing Board shall be a paid holiday for all bargaining unit members.

12.3 When a holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.

12.4 Except as otherwise provided in this Article, a bargaining unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

12.4.1 Bargaining unit members who are not normally assigned to duty during the school holidays of December 25 or January 1 shall be paid for those holidays provided that they were in a paid status during the working day of their normal assignment immediately preceding or succeeding the holiday period.

## **ARTICLE 13 – VACATION**

13.1 Bargaining unit members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis – July 1 to June 30 when completing fifty percent (50%) of the month worked.

13.2 Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation shall be granted in the fiscal year in which it is earned.

13.2.1 Bargaining unit members who are less than twelve (12) month employees shall have their annual vacation accrual included in their annual salary calculation effective July 1<sup>st</sup>.

13.2.2 Bargaining unit members who are less than twelve (12) month employees will be paid for earned vacation as part of their wages. Employees may use vacation days during the school year with prior administrative approval. Use of a vacation day will result in a deduction from the employee's monthly check.

13.3 Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

13.3.1 From the first month of service through the fifth year of service, vacation shall be earned and accumulated at the rate of one (1) day of vacation for each month of service, not to exceed twelve (12) days per fiscal year.

13.3.2 Commencing with the sixth (6<sup>th</sup>) year through twelfth (12<sup>th</sup>) years of service, vacation shall be earned at the rate of 1.25 days of vacation per month of service, not to exceed fifteen (15) days per fiscal year.

13.3.3 Commencing with the thirteenth (13<sup>th</sup>) year through twentieth (20<sup>th</sup>) year of service, vacation shall be earned at the rate of 1.67 days of vacation per month of service, not to exceed twenty (20) days per fiscal year.

13.3.4 Commencing with the twenty-first (21<sup>st</sup>) year of service and additional years, vacation shall be earned at the rate of 2.0 days of vacation per month of service, not to exceed twenty-four (24) days per fiscal year.

13.4 Pay for vacation days for all bargaining unit members shall be the same as that which the bargaining unit member would have received had he/she been in a working status.

- 13.5 When a bargaining unit member is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination. If a bargaining unit member has utilized vacation to cover winter and/or spring recess or for any other reason and such utilization results in a deficit vacation balance, the bargaining unit member's final pay warrant will be reduced by a sufficient amount as to reimburse the District for advanced vacation pay.
- 13.6 If a bargaining unit member's vacation becomes due during a period when he/she is on leave due to illness or injury or bereavement, he/she shall have such vacation date changed. A bargaining unit member shall be permitted to interrupt or terminate vacation leave in order to begin bereavement leave, or sick leave requiring medical confinement, without a return to active service, provided the bargaining unit member supplies notice to his/her supervisor of such interruption or termination as soon as the interruption is known to the employee. Vacation shall be rescheduled at times requested by bargaining unit members so far as practicable within the District's work requirements. Verification of medical confinement shall be provided upon request.
- 13.7 Vacation time earned by bargaining unit members working twelve (12) months shall be taken before June 30 of the following fiscal year. Employees shall be allowed to carry over no more than 192 hours (24 days for an 8 hour, 12 month employee) in any year. Any additional carryover days must be approved in writing by the Superintendent or designee. If the requested carry over is denied, earned unused vacation time shall be compensated at the employee's regular hourly rate of pay no later than August 31.
- 13.8 Bargaining unit employees shall request vacation at least ten (10) days in advance. Vacation shall be approved or denied within five (5) days of receipt of the vacation request.

## **ARTICLE 14 – TRANSFER/PROMOTION**

### **14.1 DEFINITIONS**

- 14.1.1 For purposes of this Article, a "lateral transfer" shall consist of a change in work location of a bargaining unit member from one work site to another work site within the same classification, same hours, and same pay, within the District. A transfer may be initiated by a bargaining unit member ("voluntary") or by the District ("involuntary").
- 14.1.2 For purposes of this Article, a "promotional opportunity" shall consist of the upgrading of a bargaining unit member from one classification to a position in a classification with a higher salary range.
- 14.1.3 For purposes of this Article, an "increase in hours or days" shall consist of an increase in the employee's hours per day or days per year within the same classification within the District.

### **14.2 VACANCY**

- 14.2.1 For purposes of this Article, a “vacancy” is a new position, an opening arising from a resignation, retirement, or termination, or as a result of a voluntary transfer, or any position which is not committed for purposes of leaves, unresolved involuntary transfers, or layoffs.
- 14.2.1.1 The District may fill any vacancy on an interim basis for a period of no longer than sixty (60) calendar days. Upon request from CSEA, the District will provide a list of all positions filled by substitute employees. The list will identify the substitute, starting date of the substitute, the position and the hours per day of the position.
- 14.2.2 At the time a vacancy occurs, notice of the vacancy will be posted at least five (5) working days **on the District’s digital job posting platform (such as EdJoin). The closing date for applications will be determined by the District, and shall not be revised once posted. A link to the Job Posting will be emailed to all bargaining unit members.** Such notices shall be posted **within a reasonable amount of time of the** District **determining** that a vacancy exists and shall include the position description, location, and other special requirements.
- 14.2.3 Filling of vacancies may result in the creation of other vacancies within the District. To avoid repeated postings, the initial notice of vacancy shall indicate that filling the position may create other openings within the unit. Employees will be informed that if they wish to be considered for any vacancies that might result from the filling of the noticed positions they must notify the District office, in writing, of their wishes by the deadline for filing an application for the noticed position. If the employee wishes to be considered for multiple positions, the employee must list the positions in priority order. To be considered for any positions, the employee must have the required qualifications.
- 14.2.4 Any request for a vacancy shall be sent to the Personnel Department. The bargaining unit member may attach any additional information that he/she desires.
- 14.2.5 The District shall fill all vacancies by completing procedures in the following priority order:
- 14.2.5.1 The District shall recall bargaining unit members on the reemployment list as required by the provisions of Article 15 **or Education Code 45192.**
- 14.2.5.2 The District shall complete necessary involuntary transfers.
- 14.2.5.3 The District shall offer the position to those bargaining unit members with the same classification and same number of assigned hours per day and days per year. The applicant with the greatest District seniority within the classification shall be given the vacant position provided the most recent evaluation on file has an overall meet or exceeds standards.

- 14.2.5.4 The District shall offer the position to those bargaining unit members with the same classification and a lesser number of regularly assigned hours. The applicant with the greatest District seniority within the classification shall be given the vacant position provided the most recent evaluation on file has an overall meet or exceeds standards.
- 14.2.5.5 The District shall offer the position to those bargaining unit members with the same classification and a lesser number of regularly assigned days per year. The applicant with the greatest District seniority within the classification shall be given the vacant position provided the most recent evaluation on file has an overall meet or exceeds standards.
- 14.2.5.6 Bargaining unit members who meet the qualifications for a new position of the same salary range and who have received a **meets or exceeds standards** evaluation shall be given first consideration in filling job vacancies. First consideration as used in this section means bargaining unit employees who meet job description requirements, and who have received a **meets or exceeds standards** evaluation, shall be selected over outside candidates in those instances where the qualifications of the internal candidate are superior or equal to the external candidate.
- 14.2.5.7 Promotional Opportunity
- 14.2.5.7.1 Consideration of Candidates: Internal candidates (current classified bargaining unit employees) who apply shall be offered an interview, provided their most recent evaluation had an Overall Summary of Meets or Exceeds Standards. All candidates, internal and external, shall be considered based on qualifications, experience, and skills, as outlined in the job description and selection criteria.**
- 14.2.5.7.2 Selection Priority: If two or more candidates are deemed equally qualified in the final selection process, an internal candidate shall be given preference for the position. The determination of equally qualified candidates shall be based on objective job-related criteria, including but not limited to, interview performance, demonstrated skills, job knowledge, and relevant work experience. In the case of multiple in-house equally qualified candidates, the District shall offer the position to the bargaining unit members who best meet the needs of the position. A CSEA selected bargaining unit member will participate as a non-voting**

**member in each interview panel for CSEA vacancies. The district reserves the right to make the final decision.**

**14.2.5.7.3 Notification: All internal candidates interviewed will be notified of the final selection decision in writing within 5 business days following the conclusion of the selection process. Upon request, internal candidates who were not selected may request a debriefing meeting to receive feedback on their interview and application.**

**14.2.5.7.4 Temporary Out of Class Assignments: Out of class assignments shall not create any implied right to permanent placement in the position. However, experience gained during temporary assignments may be considered during promotional selections.**

#### 14.3 INVOLUNTARY TRANSFER

- 14.3.1 An involuntary transfer may be initiated by the District and shall be based exclusively on the work-related needs of the District and will not be for disciplinary or capricious reasons. A bargaining unit member shall not have his/her assigned hours reduced, or shift changed, as a result of the District-initiated transfer, but shall be constituted only by mutual agreement and concurrence of the bargaining unit member and CSEA.
- 14.3.2 In the event that circumstances require that a bargaining unit member be transferred on an involuntary basis, the bargaining unit member and CSEA shall be informed of the reason(s) in writing prior to such action and shall be given at least five (5) working days' notice prior to the involuntary transfer effective date.
- 14.3.3 An involuntary transfer may be initiated by the District and CSEA by mutual agreement in the event of an irreconcilable personality conflict. The employee shall be given at least 5 working days' notice.

### **ARTICLE 15 – LAYOFF AND REEMPLOYMENT**

- 15.1 If it becomes necessary for the District to lay off any bargaining unit member because of a lack of work or lack of funds or expiration of specially funded programs, or to reduce the hours of a bargaining unit member; the District will provide CSEA a ten (10) working day notification prior to the recommendations for layoffs to the Board of Trustees, in accordance with the March 15<sup>th</sup> deadline. The Board of Trustees will take action in public session in the form of a resolution or Board Action.

- 15.2 A list of positions recommended for elimination and any additional non-confidential documents and information supporting the need for layoff will be furnished to CSEA at the time such information is given to the Governing Board, unless such information has been previously furnished.
- 15.3 When as a result of the expiration of a specially-funded program, classified positions must be eliminated at the end of any school year and bargaining unit members will be subject to layoff due to lack of funds, the bargaining unit members to be laid off at the end of such school year shall be given written notice on or before March 15 informing them of their layoff effective at the end of such school year and of the displacement rights and reemployment rights, if any.
- 15.4 The effective date of a layoff shall be the last actual calendar day of the bargaining unit member including members on approved qualified leave.
- 15.5 Layoff means a separation from the service of the District because of a lack of work or lack of funds.
- 15.6 The District shall furnish CSEA no later than January 15, a seniority roster by hire date. CSEA or a bargaining unit member may challenge his/her placement on the seniority roster by making objections to the Superintendent or his/her designee who shall review the objections and conduct an audit if requested and make the results of such audit known to CSEA and the bargaining unit member.
- 15.7 No bargaining unit member shall be laid off from any position while a substitute or short term employee is retained to render service under the same classification. A substitute or short-term employee as defined in Education Code 45103 may be continued beyond the effective date of layoff, if the expected duration of such employee's use is sixty (60) calendar days or less.
- 15.8 The order of layoffs shall be in reverse order of hire date seniority in the job classification in which the layoff occurs. The bargaining unit member who has been employed the shortest time in the classification shall be laid off first. For all bargaining unit members seniority is established by the most recent date of hire in the job classification in which the layoff occurs, plus higher classifications.
- 15.9 If two (2) or more bargaining unit members subject to layoff have equal seniority, the determination of layoff shall be made by lot.
- 15.10 Whenever, because of lack of work or lack of funds, it becomes necessary to layoff permanent or probationary bargaining unit members, such layoff shall be conducted in accordance with procedures set forth in Education Code 45298 and 45308. The names of bargaining unit members laid off shall be placed on reemployment lists in the reverse order of layoff and such eligibility shall continue for thirty-nine (39) months from the date of layoff.
- 15.11 Permanent and probationary bargaining unit members shall be notified in writing at least ten (10) working days prior to the proposed date of Board action of the layoff and prior to the date of the layoff and the notices shall contain the reason(s) for the layoff.

- 15.12 In lieu of layoff, a bargaining unit member and CSEA may voluntarily consent to a reduction in hours of employment, or to assignment to a classification lower than that in which the employee has achieved permanence, in order to avoid interruption of employment by layoff.
- 15.12.1 Any bargaining unit member replaced by such demotion has the same option of demotion afforded by this rule as if a position had been abolished or discontinued.
- 15.12.2 Any bargaining unit member demoted pursuant to this rule shall receive the maximum of the salary range in the classification to which demoted provided that such salary is not greater than the salary he/she received in the higher classification at the time of demotion.
- 15.12.3 In all cases where bargaining unit member accept demotion in lieu of layoff, their names shall be placed on reemployment lists for a period of thirty-nine (39) months for the classifications from which they were demoted.
- 15.13 Persons laid off because of a lack of work or lack of funds are eligible to reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.
- 15.14 Bargaining unit members who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months provided that the same tests of fitness under which they qualified for appointment to the classification shall still apply.
- 15.15 Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the bargaining unit member, returned to a position in their former classification or to positions with increased assigned time as vacancies become available in accordance with Section 8 of this Article.
- 15.16 Bargaining unit members on re-employment list will receive notification from the district for offers of re-employment, return to a position and/or increase in assigned time. Employees will have 7 business days to respond to the offer. It is the unit members' responsibility to keep updated contact information on file at the district office. Non response in 7 days will be deemed to be a refusal of offer of employment. Employee will continue to stay on re-employment list for the remainder of the 39 months.
- 15.17 Refusal of an offer of substitute employment, shall not affect the standing of any bargaining unit member on a layoff list.
- 15.18 Any bargaining unit member who is subject to layoff for lack of work or lack of funds and who elects service retirement from the Public Employees Retirement System shall be placed on an appropriate reemployment list. The district shall notify the Board of Administration of the Public Employees Retirement System of the fact that the retirement was in lieu of layoff for lack of work or funds. If the bargaining unit member is subsequently subject to reemployment and accepts in

writing, within five (5) days, the appropriate vacant position, the district shall maintain the vacancy until the Board of Administration of the Public Employees Retirement System has properly processed the request for reinstatement from retirement.

- 15.19 Date of hire within the classification, plus higher classification shall count as seniority within the classification.
- 15.20 A bargaining unit member who is laid off from a classification and who has previous service as a probationary or permanent bargaining unit member in an equal or lower classification shall have the right to bump the least senior bargaining unit member in that classification if the employee meets the current minimum qualification for the equal or lower classification. Where the bargaining unit member is eligible to bump into more than one classification, he/she shall bump into the equal classification.
- 15.20.1 If there are two classifications which he/she is eligible to bump into, it shall be the one in which the bargaining unit member has the more prior service. The bargaining unit member may continue to bump in such equal or lower classifications to avoid layoff.
- 15.20.2 If there has been a job reclassification since the employee was last employed in the equal or lower classification, and that reclassification has resulted in a change in the job description, the employee will no longer have bumping rights to that classification if they do not meet the minimum qualifications.
- 15.20.3 Seniority, for the purpose of determining bumping rights, shall be determined by District date of hire in the classification.
- 15.21 A bargaining unit member who elects layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.
- 15.22 A bargaining unit member laid off and who was subsequently reemployed by the District within thirty-nine (39) months following the effective date of layoff shall be reinvested with credit for prior service on record at the point of separation for purposes of seniority credit, vacation, longevity, and salary step placement.
- 15.23 A bargaining unit member laid off and subsequently reemployed by the District within thirty-nine (39) months following the effective date of layoff shall be credited with his/her sick leave balance at the time of separation.

## **ARTICLE 16 – LEAVES**

### **16.1 BEREAVEMENT LEAVE**

- 16.1.2 Three (3) days or five (5) days if over three hundred (300) one-way travel miles is required, of leave with pay shall be granted an employee upon the death of any member of his/her immediate family. “Members of the immediate family” as used

herein means the mother, father, stepmother, stepfather, grandmother, grandfather, or grandchild of the employee or of the spouse/**domestic partner** of the employee, and the spouse/**domestic partner**, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, **and spouse/domestic partner** or any relative living in the immediate household of the employee. In addition, any family members covered under the California Family Rights Act (CFRA): a child of any age, spouse, domestic partner, parent, grandparent, grandchild, or sibling with a serious health condition. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee or the employee's domestic partner, or a person to whom the employee stands in loco parentis. "Parent" includes a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

16.1.2.1 NOTE: The following language and use of additional personal necessity days for extension of bereavement leave is contingent upon an employee having personal necessity days remaining for the year. An employee may use no more than seven (7) personal necessity days in any one school year. An additional (2) days of leave without pay shall be granted in instances where no travel is required, in lieu of use of PN (per an employee's request), in accordance with Assembly Bill 1949.

16.1.3 If the absence will extend beyond the defined limits set forth in 16.1 above, up to an additional seven (7) days shall be charged to personal necessity leave. If the absence extends beyond the limits of personal necessity leave, the employee's salary will be deducted at the employee's daily rate.

16.1.4 If the employee wishes to attend the funeral of a person who is not a member of the immediate family, as defined in Section 16.1 above, the employee shall use the personal/confidential day or, if the personal/confidential day has already been used, one personal necessity day to attend the funeral, if the employee has personal necessity days available. If the funeral is more than 300 miles from the employee's home, up to an additional two (2) personal necessity days may be used to attend the funeral. If the employee has no personal necessity or vacation days available and chooses to attend the funeral, the employee **may request an unpaid leave of absence.**

16.1.5 Use of personal necessity leave to attend the funeral of a person not a member of the immediate family can occur only once during the school year. Subsequent funeral attendance for this reason will be handled under the terms of this Article Section 16.7.

## 16.2 MILITARY LEAVE

- 16.2.1 A bargaining unit member shall be entitled to any military leave by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

16.3 SICK LEAVE

- 16.3.1 Bargaining unit members shall be granted one (1) day of sick leave credit for each calendar month in which they perform assigned duties for more than fifty percent (50%) of the regular workdays in the month.

16.3.1.1 The total number of sick leave days accruing to each school year shall be credited from the first day of paid service in that school year. Unused sick leave credit may be accumulated without limit and may be transferred to any other California school district with the transferring employee pursuant to law. The unused credit at retirement age will count as service credit for retirement purposes.

16.3.1.2 Pay for any day of such absence shall be the same as the pay, which would have been received, had the employee served during the day of illness.

16.3.1.3 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each bargaining unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new bargaining unit member 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.

16.3.1.4 An employee may be required to obtain proof of illness in the event of an absence in excess of three (3) days or if there is evidence of an apparent abuse of sick leave.

16.3.2 PREGNANCY LEAVE

16.3.2.1 Employee shall be entitled to utilize sick leave for the period of time that they are temporarily disabled resulting from the employee's pregnancy, miscarriage, childbirth and recovery therefrom.

16.3.2.2 Leave shall commence on the date the employee's physician certifies that the employee is medically unable to work. The District shall be given notice as soon as practicable.

16.3.2.3 The leave shall terminate when the employee's physician certifies that the employee is medically able to return to work. Notice of return to work should be given as soon as possible.

16.3.2.4 When the absence extends beyond accumulated sick leave, the employee shall receive salary pursuant to Section 16.4 – Extended Illness Leave.

16.3.2.5 An employee in the unit not intending to return to employment in the District after childbirth shall submit a resignation or request for extended leave.

#### 16.3.3 MATERNAL/CHILD REARING LEAVE

16.3.3.1 Upon written request by a unit member who is a natural or adopting parent, the Board of Trustees shall grant an unpaid leave immediately following the adoption of a child or at the end of a pregnancy leave for the purpose of the employee to rear his/her child providing that the number of days of the maternal leave when in combination with a pregnancy leave shall not exceed 75% or more of the school year.

16.3.3.2 The leave shall be limited to a maximum of four months.

16.3.3.3 The employee may maintain fringe benefits by reimbursing the district for the district's share of the premiums.

16.3.3.4 Sections 16.3.4.3 and 16.3.4.4 shall be subject to any requirements of the Family Medical Leave Act.

16.3.3.5 The employee shall notify the district at least 4 weeks in advance of the requested date for the leave to commence.

16.3.3.6 Under special circumstances agreed to by the employee and approved by the Board of Trustees, the leave may be modified after it has been approved.

16.3.3.7 An employee must obtain a physician's note concerning the employee's ability to work or to verify any absence if directed by the Superintendent or his designee.

#### 16.4 EXTENDED ILLNESS LEAVE

16.4.1 When a bargaining unit member has exhausted all accrued sick leave and is absent from his/her duties on account of illness or accident, for a period of 100 working days or less, such bargaining unit member shall be compensated at not less than fifty percent (50%) of his/her regular salary. Entitlement to sick leave provisions under this section shall be considered "entitlement for other sick leave" for the purposes of computing benefits if the absence is for industrial accident or illness leave and shall be used after entitlement to all regular sick leave, accumulated compensating time; vacation or other available paid leave has been exhausted. The 100 working days shall not accrue from one school year to another.

16.4.2 An employee must obtain a physician's note stating that the employee is able to return to work without modifications. If modifications are needed, they must be

clearly stated on the physician's note. This note must be provided to the Personnel Office before the employee will be allowed to return to work.

## 16.5 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

16.5.1 A bargaining unit member suffering an injury or illness arising out of employment shall be entitled to a leave up to sixty (60) working days in any one fiscal year for any one accident or illness. Such benefits shall begin after two (2) years of employment. This leave shall not be accumulated from year to year. The leave shall commence with the first day of absence and must be reported to the immediate supervisor within twenty-four (24) hours of the injury or illness.

16.5.1.1 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the bargaining unit member shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.

16.5.1.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of the state, and exceed the normal salary.

16.5.1.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a bargaining unit member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available sick leave, which, when added to the Worker's Compensation award, provides the employee's regular salary.

16.5.1.4 During all fully paid leave of industrial accident or illness, the bargaining unit member's pay warrant shall be debited with any wage loss benefit checks that the unit member has received.

16.5.1.5 Any time a bargaining unit member on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

16.5.2 An employee must obtain a physician's note stating that the employee is able to return to work full-time without modifications. If modifications are needed, they must be clearly stated on the physician's note. This note must be provided to the Personnel Office before the employee will be allowed to return to work.

- 16.5.3 The initial treatment or visit for worker's compensation injury will not be charged against an employee's sick or vacation time. Absences due to an industrial accident resulting in injury or illness to an employee will continue to follow Industrial Compensation Policy. When an employee returns to work and needs additional follow up visits or therapy, sick leave or vacation leave will be used, only if the employee has exhausted their 60 days of industrial accident leave.

16.6 CATASTROPHIC LEAVE

16.6.1 PURPOSE:

- 16.6.1.1 The District has determined that a Catastrophic Leave Program shall be developed for the benefit of permanent unit members of the Ripon Unified School District.
- 16.6.1.2 Permanent unit member is an employee who has been a permanent employee of the District for one full year.
- 16.6.1.3 Permanent classified unit members will be permitted to donate eligible leave to other permanent unit members of the District who have exhausted all leave entitlements. If a unit member or a member of the unit member's family suffers from a catastrophic illness or injury, the unit member may request eligible leave from the program.
- 16.6.1.4 The Catastrophic Leave Program shall be administered by the Catastrophic Leave Committee. The committee shall be composed of two (2) representatives of CSEA and two (2) representatives of District administration.

16.6.2 INDEMNIFICATION OF DISTRICT:

- 16.6.2.1 Eligible unit members who donate or receive eligible leave under the Catastrophic Leave Program shall specifically hold the District, its Board of Education members, officers, trustees, employees, and the program's committee members harmless with respect to the Catastrophic Leave Program.
- 16.6.2.2 The District's Board of Education members, officers, trustees, employees, and the program's committee members shall not be responsible in any way nor held liable for the following actions, including but not limited to the development and administration of the Catastrophic Leave Program.
- 16.6.2.3 The Catastrophic Leave Committee shall administer the Catastrophic Leave Program. The committee will be composed of representatives from the Association and District administration. Association representatives will serve two (2) year terms and may be reappointed by the organization.

16.6.2.4 The Catastrophic Leave Program shall be in accordance with Education Code Section 44043.5.

16.6.3 DEFINITIONS:

16.6.3.1 For purposes of administering the Catastrophic Leave Program, the following definitions shall apply:

16.6.3.2 Permanent Unit Member: A permanent unit member is a classified unit member who has achieved permanent status and has been an employee for one year.

16.6.3.3 Eligible Leave Credits: Eligible leave credits is earned sick leave accrued to the donating unit members.

16.6.3.4 Catastrophic Illness or Injury: (As defined by Education Code Section 44043.5) means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family which incapacity requires the unit member to take time off from work for an extended period of time for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other time off.

16.6.3.4.1 Incapacitates: means unable to care or provide for themselves requiring the immediate attention of the employee.

16.6.3.4.2 Extended Period: means at least thirty (30) calendar days but not more than twelve (12) calendar months.

16.6.3.4.3 Sick Leave Hours: shall be of equal value regardless of job classification, pay range or position of the donating employee.

16.6.3.5 Family Member: For purposes of this policy, a family member is defined as a spouse, child, legally adopted child, mother or father, step-mother or step-father, or any relative living in the home of the unit member for whom the unit member has sole responsibility. The committee will give consideration to special circumstances.

16.6.3.6 Maximum Donation: A maximum donation shall be no more than five (5) days. Sick leave may not be transferred by any unit member who, following transfer of the designated sick leave will have less than fifteen (15) days of accumulated sick leave. Donations may be made by permanent unit members as defined in section 16.6.2.

- 16.6.3.7 Minimum Donation: The initial minimum donation is the equivalent of one day of earned sick leave for a full-time unit member. A minimum donation is required in order to be eligible to draw from the Program, and the donation must be made prior to the onset of the catastrophic illness or injury. Donations may be made by permanent unit members as defined in section 16.6.2.
- 16.6.3.8 Exhaustion of Leave Entitlement: The unit member has exhausted all paid leave entitlement when all accrued paid leave, including sick leave differential, has been used.
- 16.6.3.9 Health Benefits: The unit member may maintain health benefits by reimbursing the District for the district's share of the premiums.
- 16.6.3.10 Maximum Use of Leave: Catastrophic leave shall be available on a one time basis for each employee not to exceed twelve calendar months.

16.6.4 PROCEDURE:

- 16.6.4.1 The permanent unit member who is, or whose family member is, suffering from a catastrophic illness or injury shall submit a written request for leave donation to the Catastrophic Leave Committee on a form provided by the Committee. The unit member must have exhausted all entitlement to paid leave in order to be eligible for leave donations.
- 16.6.4.2 Verification of the nature of the illness/disability, anticipated length of absence, and prognosis for recovery must be provided by a medical doctor on a form developed and provided by the Committee. Reasons requiring the presence of the unit member to care for a family member may be required. Further information such as information of financial hardship may be requested by the Committee.
- 16.6.4.3 Final determination of whether to grant the catastrophic leave will be made by a majority vote of the Catastrophic Leave Committee. Consideration will be given to whether the incapacitated unit member has a permanent disability.
- 16.6.4.4 Leave requests will be evaluated monthly. Pay will not be granted for any day the unit member is not formally scheduled to work. A unit member who received paid leave pursuant to this policy shall use any leave that he or she continues to accrue on a monthly basis prior to receiving paid leave donated by other unit members.

- 16.6.4.5 A statement regarding the availability of the Catastrophic Leave Program will be added to the annual statement of leave balances provided to all unit members as well as information on the minimum donation required to participate in the Program. A member may only donate to the program at the beginning of each school year on a form provided by the Personnel office.
- 16.6.4.6 Contributions under this section shall not cause a unit member's differential leave provision to begin again.
- 16.6.4.7 Catastrophic leave shall not be available to any injury or illness that is a result of work related illness or injury.

## 16.7 PERSONAL NECESSITY LEAVE

16.7.1 Seven (7) days of absence earned for sick leave under Section 16.3 of this Article may be used by the employee, in cases of personal necessity on the following basis:

16.7.1.a Approval will be for incidents that are clearly defined in the law. Issues that might be an extension of the law are, but not limited to:

1. Death or serious illness of a member of the employee's immediate family.
2. Accident involving the person or property of the employee or the person or property of a member of the employee's immediate family.
3. Appearance in court or before an administrative tribunal as a litigant, party, or witness under subpoena or any other made with jurisdiction may be approved (a) with the use of Personal Necessity Leave in the case of incidents that are beyond the control of the employee or (b) use of the Personal/Confidential Day or a substitute deduction in cases where the incident is within the control of the employee. Incidents that are not defined by the law or subject to an extension of the law will result in a substitute deduction and may be denied.
4. The death of the bargaining unit member's immediate family when additional leave is required beyond that provided in Section 16.1 of this Article.

5. As a result of an accident or illness involving a bargaining unit member's person or property or the person or property of his/her immediate family.
6. Appearance in any court or before any administrative tribunal as a litigant or party. Such other reasons approved by the District.
7. Unit members may use any Personal Necessity Leave available to address personal needs associated with the adoption of a child.

16.7.2 Seven (7) confidential days in each school year, which is to be included as a part of the seven (7) days shown above, may be used for any personal business reason except recreation, or gainful employment.

16.7.3 Personal Necessity Leave is not accumulated from year to year. A bargaining unit member must request the use of this discretionary sick leave day in advance in writing from the site administrator with the exception of the event of an emergency.

#### 16.7 GENERAL LEAVE

16.7.1 An unpaid leave of absence may be granted to a permanent bargaining unit member at any time upon terms acceptable to the District. Leave under this section, shall not be granted for purposes of study, retraining, or to try other employment. Day to day leave granted under this section requires prior approval of the site/department administrator. Leave of ten (10) days or more granted under this section requires approval of the site/department administrator and the Superintendent.

#### 16.8 JURY DUTY

16.8.1 The bargaining unit member shall be entitled to leave without loss of pay for any time the bargaining unit member is required to perform jury duty. The bargaining unit member shall be paid his/her regular salary less the amount received for jury duty or witness fees. Any mileage allowance provided the employee for jury duty shall not be included in the amount received for jury duty. The employee must provide the district with proof of service from the jury commissioner.

#### 16.9 FAMILY CARE AND MEDICAL LEAVE

16.9.1 The District agrees to abide by the State and Federal laws regarding Family Medical Leave Act.

## **16.10 INCENTIVE DAY**

**16.10.1 At the beginning of each fiscal year, bargaining unit members who carried over a minimum of 25 days of sick leave, calculated based on their FTE, from June 30th of the prior fiscal year to July 1st of the new fiscal year will received one day (equivalent to the number of hours they are regularly scheduled to work) of incentive day to use at their discretion.**

**16.10.1.1 This incentive day must be used within the fiscal year it is earned, and it cannot be carried over into another year. This day has no cash value.**

**16.10.1.2 Bargaining unit members who have earned this incentive day will be notified by August 1 of the fiscal year in which it is to be used.**

**16.10.1.3 When requesting to use the incentive day, bargaining unit members must submit the request to their supervisor a minimum of 3 days prior to use and input the absence into Frontline (employee absence system) using the Incentive Day absence reason.**

**16.10.1.4 For the 2024-2025 school year, upon board approval of this agreement, eligible unit members will be notified within 10 days to facilitate use of the incentive day within the remainder of the 2024-2025 school year.**

## **ARTICLE 17 – DISCIPLINARY PROCEDURES**

17.1 “Disciplinary action” includes any action whereby an employee is deprived of any classification or any incident of any classification in which he/she has permanence, including dismissal, suspension, demotion, transfer to a lower classification without his/her voluntary consent, except a layoff for lack of work or lack of funds or reassignment of a permanent bargaining unit member for performance-related reasons.

17.1.1 The bargaining unit member may request the presence of a CSEA representative at any meeting scheduled by an administrator where discipline is the reason for the meeting.

17.2 “Suspension” means temporary removal of any employee from his/her position with loss of pay as a disciplinary measure.

17.3 “Administrative Leave” means that an employee is placed on leave with pay pending an investigation of disciplinary charges

17.4 Recommendations for discipline shall be for reasonable cause including but not limited to unsatisfactory performance. Prior to the imposition of **any disciplinary action**, the employee will be provided an opportunity for a “Skelly hearing” where the employee **will be** given the opportunity

to respond orally or in writing. Preliminary charges will be provided in writing in advance of the "Skelly hearing".

17.4.1 The contents of the written notice shall include, but are not limited to the following:

- 17.4.1.1 A statement of the specific act and omissions upon which the suspension or termination is based.
- 17.4.1.2 A statement of the cause, or causes, for the action taken.
- 17.4.1.3 A statement of the rule or regulation of the District that has been violated, if applicable.
- 17.4.1.4 A Statement of the suspension proposed, including beginning and ending date(s).
- 17.4.1.5 A statement that the bargaining unit member has the right to participate in a pre-suspension/termination conference (Skelly hearing) and a proposed date, time, and place for such Skelly hearing.
- 17.4.1.6 A statement that if the bargaining unit member does not respond pursuant to Section 17.13.3.5 above, the District will impose the suspension or termination as noticed.
- 17.4.1.7 The Skelly hearing shall take place no less than five (5) working days nor more than ten (10) working days from the date of the notice, unless mutually agreed upon by both parties.

17.4.2 The Skelly hearing shall be informal and conducted by the Superintendent or designee. The bargaining unit member shall be given the opportunity to present facts and arguments regarding the proposed suspension or termination.

17.4.3 The Superintendent or designee shall inform the bargaining unit member of the decision to suspend, not to suspend, or terminate within three (3) working days from the date of the Skelly hearing.

17.4.4 Suspension pursuant to this Article shall not reduce or deprive the bargaining unit member of seniority or health benefits

17.4.5 The bargaining unit member shall be given written notification of his/her right to a hearing, if requested, within five (5) working days by filing with the Superintendent or designee a form enclosed with the notice.

17.5 Prior to a formal evidentiary hearing, the employee shall be informed of the specific charges against him or her and provided with all supporting documents. The employee shall also be given a statement of his or her right to a formal hearing on such charges. The employee may request a hearing within five (5) days after service of the notice to the employee. Failure to request the hearing within five (5) days means the employee has waived the right to a hearing. The hearing may not be scheduled sooner than ten (10) days from the time the charges were originally served. The notice shall include a card or paper which when signed constitutes a demand for hearing and

a denial of all charges. The burden of proof shall be the District's, provided however, that the Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

17.6 The District may at its discretion use a hearing officer rather than the Board of Education to hear disciplinary actions. If the Board elects to use a hearing officer, it may adopt the hearing officer's decision, findings of fact and conclusions of law as its own. If the Board elects not to follow the recommendation of the hearing officer, the Board must independently review the evidence offered at the hearing and render its decision with findings of fact and conclusions of law.

17.7 Grounds for discipline of any employee include but are not limited to the following:

- 17.7.1 Incompetence or inefficiency in the performance of duties of his/her position.
- 17.7.2 Insubordination including but not limited to; refusal to do assigned work.
- 17.7.3 Carelessness or negligence in the performance of duty or in the care or use of District property.
- 17.7.4 Discourteous, offensive, or abusive conduct or language toward other employees, pupils, the public, or any willful failure of good conduct tending to injure the public service.
- 17.7.5 Dishonesty.
- 17.7.6 Possession of an open container or consumption of alcoholic beverages on the job, or reporting for work, while smelling or being under the influence of alcohol.
- 17.7.7 Possession of, abuse of, being under the influence of, or addiction to, a controlled substance.
- 17.7.8 Engaging in political activity during assigned hours of employment.
- 17.7.9 Arrest for and/or conviction of a sex offense.
- 17.7.10 Conviction of any crime involving moral turpitude.
- 17.7.11 Repeated or unexcused tardiness or chronic absenteeism or abuse of leaves privileges.
- 17.7.12 Falsifying any information supplied to the District including but not limited to information supplied on application forms, employment records, or any other District records.
- 17.7.13 Persistent violation or refusal to obey safety rules or other regulations made applicable to public schools by the District or by any appropriate State or local governmental agency.
- 17.7.14 Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public. (This is intended to prevent money or favor given or promised to a person in a position of trust to influence his or her judgment or conduct.)
- 17.7.15 Willful or persistent violation of rules and regulations of the District.

- 17.7.16 Abandonment of position (absence without leave for more than five days).
  - 17.7.17 Advocacy of overthrow of Federal, State, or local government by force, violence, or other unlawful means.
  - 17.7.18 Inability to perform the essential functions of the position with reasonable accommodation.
  - 17.7.19 Possession of a weapon, threatening other employees or students, engaging in any behavior which suggests that the employee could be a harm to himself/herself or others.
  - 17.7.20 Dating or inappropriate socializing with a student of any age including those students who are eighteen or older.
- 17.8 Progressive discipline will be used to address any situation requiring disciplinary action. Progressive discipline steps may include but not be limited to verbal counseling, verbal/written warning, verbal/written reprimand, suspensions with/without pay, and termination. Steps in the progressive discipline process may be skipped if it is determined by the Superintendent or designee that the misconduct justifies the skipping of steps.

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

### **18.1 DEFINITIONS:**

- 18.1.1 A “grievance” is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement. Actions to challenge or change the terms of this Agreement shall not be considered a grievance.
- 18.1.2 A “grievant” is the person or person, including CSEA or representatives thereof, making the claim.
- 18.1.3 A “party in interest” is any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
- 18.1.4 A “day” unless otherwise defined is a calendar day.
- 18.1.5 Time Limits: Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of both parties the time limitation for any step may be extended.
- 18.1.6 Attendance at Hearing: The District agrees that bargaining unit members shall not suffer loss of compensation for time spent as a grievant, representative, or witness at a hearing held pursuant to this procedure, subject to the provision of Section 18.1.7 below.
- 18.1.7 Employee time taken for the preparing and processing grievances shall be reviewed and discussed as part of the contract renewal process.

- 18.1.8 A grievant shall notify the CSEA chapter president and/or designee when a grievance is going to be filed.

18.2 PURPOSE:

- 18.2.1 The purpose of this procedure is to secure at the lowest possible administrative level a resolution to the grievance caused from the interpretation and application of this Agreement which may affect wages, hours, and terms and conditions of employment. The proceedings will be kept confidential and as informal as may be appropriate at any level of the procedure.

- 18.2.2 Because CSEA and the District want to resolve grievances while the facts are fresh, the time limits specified should be considered firm but may be extended by mutual agreement in writing.

18.2.3 LEVEL 1 – INFORMAL:

- 18.2.3.1 Within ten (10) days after the bargaining unit member knew or reasonably should have known of the event or circumstances occasioning the grievance, the grievant shall initially meet with his/her immediate supervisor in an attempt to resolve the grievance informally.

18.2.4 LEVEL 2 – FORMAL:

- 18.2.4.1 If the Level 1 discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing not later than fifteen (15) days after the Level 1 meeting. The formal document shall be clear, concise statement of the grievance, citing specific sections of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought. Within fifteen (15) days after the filing of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant.

18.2.5 LEVEL 3 – SUPERINTENDENT:

- 18.2.5.1 If the grievant is not satisfied with the decision rendered at Level 2, he/she may appeal the decision within fifteen (15) days to the Superintendent or his/her designee. The appeal shall include a copy of the original grievance, the decision rendered at Level 2, and a clear, concise statement of the reasons for the appeal. Within twenty (20) days after the appeal is filed, the Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant.

18.2.6 LEVEL 4 – CONCILIATION:

18.2.6.1 If the grievant is not satisfied with the Level 3 decision, he/she may request the Association to seek conciliation pursuant to the section.

18.2.6.2 The Association, if concurring with the grievant request to seek conciliation, shall, within ten (10) working days, request the State of California Conciliation/Mediation Service (Dept. of Industrial Relations) to provide a conciliator to assist the Association and the District to resolve the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent and the grievant when the request is made.

18.2.6.3 The conciliator shall not make any written or public recommendations, relative to the grievance. If the grievant and/or the Superintendent do not agree to the conciliator's proposed solution, or cannot resolve the matter in some other way by mutual agreement, the grievant may appeal to the Board of Trustees within ten (10) working days of the conclusion of the conciliator's meeting.

18.2.7 If the grievance is not resolved in the meeting with the Superintendent or the written decision rendered does not resolve the matter, CSEA may within fifteen (15) days of the written decision specified in Section 18 above, request in writing that the grievance be submitted to the Board of Trustees for arbitration of the matter.

18.3.1 LEVEL 5 – BOARD HEARING/ARBITRATION:

18.3.1.1 After a grievance has been submitted to the Board of Trustees a date shall be mutually scheduled with the parties for hearing of the grievance.

18.3.1.2 Prior to the hearing, CSEA and the District shall attempt to develop a written description of the grievance and steps through which it has moved, including the question or issue which must be answered or solved. The document, if and when agreed to and signed by both parties, will become the charge for the Board of Trustees.

18.3.1.3 Either party may call witnesses and present evidence relevant to the grievance issues.

18.3.1.4 The Board of Trustees' decision will be in writing and will set forth to all parties their findings of fact, reasoning and conclusions of law on the issues submitted. The Board of Trustees will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The Board of Trustees will have no power to add to, subtract from or modify the terms of this Agreement, or the written

policies, rules, regulations, and procedures of the District. Should it become necessary to decide an issue, the Board of Trustees is required to review issues of “external law”. The decision of the Board of Trustees shall be final.

- 18.3.1.5 Costs will be borne by the party incurring them. Costs of a transcript, if used by a party, shall be borne by the party requesting the transcript.

#### 18.4 MISCELLANEOUS

- 18.4.1 No reprisals of any kind will be taken by any person against any aggrieved person, any party in interest, any member of CSEA, or any other participant in the grievance procedures by reasons of such participation.
- 18.4.2 An employee may be represented as part of the grievance procedure by himself or herself or, at their option, by a representative of CSEA beginning at Level 2. An employee may at any time present grievances to the District and have such grievances adjusted without the intervention of CSEA as long as the adjustment is reached prior to the Board Hearing/Arbitration level and the adjustment is consistent with the terms of this written Agreement. The District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 18.4.3 CSEA shall (on its own behalf or on the behalf of the affected employees) initiate with the Superintendent if a member of the bargaining unit is involved in a grievance which affects more than one employee at more than one location.
- 18.4.4 Decisions rendered will be in writing specifying the decision and the reasons and will be transmitted promptly to the grievant. Time limits for appeal shall begin the day following receipt by the grievant of the written decision. The District shall maintain a log of the dates that decisions are transmitted.
- 18.4.5 When it is necessary for a grievant and his/her representative or an employee requested to appear to attend a grievance meeting or hearing during the working day, such parties shall be released without loss of pay. To assure uninterrupted service to students, an effort will be made to hold grievance hearings outside the grieving employee’s workday if feasible.
- 18.4.6 All documents, communications, and records resulting from the processing of a grievance shall be filed separately from the personnel file of any participant.
- 18.4.7 Appropriate forms for the filing and processing of grievances will be developed jointly by the District and CSEA and provided by the District or CSEA, as necessary, at the cost of the District.
- 18.4.8 If the District does not respond in a timely fashion, the grievance automatically proceeds to the next level of the grievance procedure.

## **ARTICLE 19 – CONTRACTING AND BARGAINING UNIT WORK**

- 19.1 During the life of this Agreement, the District agrees that it will not contract out work, which has been customarily and routinely performed or is performable, by bargaining unit members without prior discussions and agreement reached with CSEA.

## **ARTICLE 20 – SAVINGS**

- 20.1 If any provision of this Agreement is held contrary to law by a court or governmental authority having final jurisdiction, such provision shall be deemed invalid to the extent required by such decision. All other provision of this Agreement shall continue in full force and effect.
- 20.2 Suspension or Invalidation
- 20.2.1 In the event of suspension or invalidation of any article or section of this Agreement, the parties upon request, agree to meet and negotiate within sixty (60) days after such request for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## **ARTICLE 21 – DISTRICT RIGHTS**

- 21.1 It is understood and agreed that the District retain all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its bargaining unit members; determine the times and hours of operation; determine the type and level of services to be provided and the method and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and type of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; and determine the methods of raising revenue. In addition the district retains the right to hire, assign, classify, evaluate, promote, layoff, terminate and discipline employees.
- 21.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall 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 law.

- 21.3 In the event of an emergency, the District has the right to amend or rescind any part(s) of this Agreement as it applies to the emergency and for the length of the emergency.

## **ARTICLE 22 – ORGANIZATIONAL SECURITY**

### **22.1 MEMBERSHIP and DUES DEDUCTION**

- 22.1.1 District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.
- 22.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employees with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.
- 22.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

### **22.2 DUES DEDUCTION:**

- 22.2.1 The employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are members of CSEA.
- 22.2.2 The District's managers, supervisors and confidential employees shall be neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- 22.2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 22.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

### **22.3 MEMBERSHIP INFORMATION**

- 22.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member in accordance with State law.

#### 22.4 HOLD HARMFUL PROVISIONS

- 22.4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.
- 22.4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

### **ARTICLE 23 – TRANSPORTATION**

- 23.1 Possession of a valid bus driver's license is a requirement for all transportation positions.
  - 23.1.1 A six (6) month probationary period will be established for all future new employees. If a probationary employee secures a bus driver's license within the probationary period, the employee will be given bus driving assignments. However, the employee will remain on probationary status for the full six months. At the end of the six month period, the district will make a final determination regarding permanent status.
  - 23.1.2 If a probationary employee has not shown continuous adequate progress in the procedures (see Appendix F) to secure a bus driver's license within the probationary period, permanent status will be denied and the employee will be terminated. If the probationary employee has made a reasonable effort to secure the license and completion of the process is extended due to situations beyond the control of the employee, the time period to secure a license may be extended by the district. Probationary employees will not be covered by the terms of Article 14.2 of the contract. These articles will only apply to employees with permanent status.
    - 23.1.2.1 The district will endeavor to initiate necessary training and testing for new employees within 30 days of initial employment. The training and testing will be scheduled to accomplish completion within 90 days of initial employment.
  - 23.1.3 If an employee does not possess a valid license at the time of initial employment, all training and testing will take place during scheduled work time.
  - 23.1.4 The district will use state approved staff development days to schedule coursework and class time needed for bus driver renewal during the work day. If the employee is unable to participate in the scheduled hours, it will be the responsibility of the employee to complete the required coursework and class time on the employee's own time.

- 23.1.5 Failure of an employee to renew a driver's license prior to the expiration date will be grounds for termination of employment if it can be demonstrated the employee has not made a good faith effort to complete the renewal process.
- 23.1.6 CSEA and the district agree that the training provided to unit members to obtain bus driver certification represents a significant cost to the district. An employee who secures this certification and then leaves the district with less than three years of service to the district represents a loss to the district. If the district experiences significant loss of trained employees with less than three years of employment in the district, CSEA agrees to negotiate the implementation of a reimbursement schedule so the district can recover some of its costs.
- 23.1.7 All unit members will comply with district policies on drug and alcohol testing which address requirements of the Omnibus Transportation Employer Act of 1991. Any unit member who violates the provisions of the policies may be subject to discipline, up to and including dismissal.
- 23.1.8 Employees will be reimbursed for any out-of-pocket expenses associated with mandatory physical examinations for a first examination. If subsequent examinations are required by the physician or to maintain employment, those costs will also be covered. If an employee requests a second opinion, those costs will be the responsibility of the employee.
- 23.1.8.1 Reimbursement of License/Certification Fee: Unit members who are required to maintain bus driver certification will be reimbursed for costs associated with maintaining their certification over and above their class C license. The employee will provide to the transportation department their receipts and will be issued a warrant from the business department.
- 23.1.9 Employees will take mandatory tests during the contracted work day. If the employee elects to take those tests at another time, the employee will not be compensated for the time.
- 23.1.9.1 If an employee fails any tests and has to wait to retake the tests, subsequent tests will be taken on the employee's time, not paid time. Any costs associated with those retakes will be born by the employee and not the district. It will be the responsibility of the employee to complete any additional studying, preparation and class time on the employee's own time.
- 23.1.9.2 If an employee is scheduled to work at night and has to take tests during the day, the employee's work day will be adjusted so the tests occur during paid time. If the employee's work day cannot be adjusted, the employee will be compensated for the time needed to take the test.

- 23.1.10 Per Vehicle Code section 12517.2(a), the district must maintain copies of the employees' physical examination on file in order for CHP to verify all drivers' certificates are properly maintained. The district agrees that the examination records will be kept in a secure location separate from the personnel records and access will only be available to authorized district personnel, CHP or DMV representatives.
- 23.1.11 In the event a bargaining unit member who must possess a bus driver certificate to be employed is unable to secure this certification due to a permanent medical condition, the employee shall continue as an employee of the district, if the employee has been continuously employed by the district for 15 years. There may be no more than two (2) bargaining unit members in this situation at any one time.
- 23.1.12 Seniority Opt Out – No more than two (2) most senior unit members may opt out of the bus driving requirements. The employee must have been continuously employed by the district for 20 years. If one (1) of the two (2) most senior unit members chooses not to opt out one (1) of the spots will be held for that senior unit member.

## **ARTICLE 24 – RECLASSIFICATION**

- 24.1 There **will be established a** Committee to be made up of four District/administrative personnel and four CSEA-selected bargaining unit members. **CSEA shall annually notify the District of the CSEA committee members.** The Committee needs a minimum of three members from each group present in order to meet. Should a committee member have a conflict of interest, they will recuse themselves from voting as it pertains to a particular request. A conflict can include, but is not limited to, situations such as:
- 24.1.1 The request is from the committee member's relative;
- 24.1.2 The request is from an individual the committee member supervises;
- 24.1.3 The committee member is in the same job classification.
- 24.2 Decisions are reached by consensus of the committee. A consensus must be reached on all decisions or a majority vote is taken.
- 24.3 PURPOSE:
- 24.3.1 The District and CSEA believe it is important to maintain a fair and equitable reclassification system. Because duties and responsibilities change over time, the parties have agreed to the following system to **update** and recognize changes which take place and shall apply to all parties.
- 24.3.2 Decisions regarding reclassifications shall be based on substantial and permanent changes in the level of duties and responsibilities of the position assigned by the District.
- 24.3.3 An increase in the volume of work shall not be the basis for a reclassification.

#### 24.4 DEFINITION OF TERMS:

- 24.4.1 *Class/Classification* - a group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position assigned to the class; substantially the same requirements of education, experience, knowledge, and ability are demanded of incumbents; substantially the same test of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.
- 24.4.2 *Reclassification* - a change in class assignment of a position upward, downward or laterally as a result of a change or reassessment of duties by virtue of gradual change. Gradual change means that the change of assignment occurs over a period of time and is not the result of a sudden reassignment or reorganization of a position's tasks and duties.
- 24.4.3 *ReAllocation* - the official placing of a class in a salary range schedule or hourly rate, or placing a position in a given classification and the assignment of the class title to the position.

#### 24.5 REQUEST FOR RECLASSIFICATION

- 24.5.1 A request for reclassification may be initiated by management, bargaining unit, or by the employee. The employee must be a permanent bargaining unit member and must have been performing the work, which is the basis for the reclassification request for at least six (6) months before the reclassification request.

**24.5.1.1 If the filing member leaves the position which has applied for reclassification or separates from employment with the District prior to committee review, and the requester was the only person within the classification performing the duties that resulted in the reclassification request, the reclass request should be considered void.**

- 24.5.2 To make a request for reclassification, management, bargaining unit, or employee shall submit a Request For Reclassification Form (Exhibit E) to the Personnel Department. A copy shall be sent **by the employee** to the CSEA Chapter President and it is recommended that the employee keep a copy for **their** files. Forms are available **in the bargaining unit contract** on the district's website, **or at the district office.**

#### 24.5.3 **Reclassification Process Timeline**

<b>Between July 1<sup>st</sup> and August 31<sup>st</sup></b>	<ul style="list-style-type: none"><li>• <b>Submit request form to Personnel Department and CSEA Chapter President to request reclass.</b></li></ul>
<b>By September 30<sup>th</sup></b>	<ul style="list-style-type: none"><li>• <b>Personnel Office confirms receipt of request(s) with the employee(s)</b></li><li>• <b>Personnel Office confirms members to be part of the committee with CSEA Chapter President</b></li></ul>

	<ul style="list-style-type: none"> <li>• <b>Personnel Office notifies supervisor of the employee who made the request and has them complete the supervisor section of form.</b></li> </ul>
<b>Between October 1<sup>st</sup> to January 31<sup>st</sup></b>	<ul style="list-style-type: none"> <li>• <b>Committee meets to review information and make recommendations. Review should include but not be limited to:</b> <ul style="list-style-type: none"> <li>○ <b>Comparison of current job description along with the request form.</b></li> <li>○ <b>Interview of employee making request to ask clarifying questions and gather additional information.</b></li> </ul> </li> </ul>
<b>Between February 1<sup>st</sup> to February 28<sup>th</sup></b>	<ul style="list-style-type: none"> <li>• <b>Superintendent receives committee's results and issues a decision to negotiate reclassification or return unit member to Status Quo.</b></li> <li>• <b>If recommendation is to not move forward, the Personnel Department will meet with the employee(s) to share the findings of the committee.</b></li> </ul>
<b>Between March 1<sup>st</sup> to June 30<sup>th</sup></b>	<ul style="list-style-type: none"> <li>• <b>If recommendation is to move forward, CSEA and the district will meet to complete negotiations on the change. A MOU will be brought to CSEA for ratification. Upon ratification by CSEA, the MOU will then go to the board for final approval. If the reclassification also resulted in a recommendation for reallocation, it will be effective July 1<sup>st</sup> of the upcoming fiscal year. The bargaining unit member will be placed on the same column within the new range as they would have been in their previous range.</b></li> </ul>

## **ARTICLE 25 – DURATION OF AGREEMENT**

- 25.1 This Agreement shall be effective **July 1, 2024** and shall continue in effect up to and including **June 30, 2027**.
- 25.2 This Agreement may be reopened for negotiations during **2025-2026 and 2026-2027** only on the following:
- 25.2.1 Wages
  - 25.2.2 Fringe Benefits
  - 25.2.3 No more than (2) articles each party

## **ARTICLE 26 – PROFESSIONAL GROWTH PROGRAM**

### **A. Purpose of Program**

The Professional Growth Program is designed to improve the job performance of classified employees and to provide training to gain new skill, abilities and education that enhance career development.

### **B. Professional Growth Incentive Plan**

The District shall offer all unit members a professional growth incentive plan. The plan shall provide incentive pay for unit members who attend approved professional growth educational training and courses. The plan shall be voluntary.

### **C. Eligibility**

After one (1) year of service to the district, an employee on the commencement of the second (2<sup>nd</sup>) year and every two years thereafter may qualify for reimbursement from the Professional Growth Program. The maximum reimbursement amount will be \$900 for full time employees (eight hours per day, five days per week) and \$450 for part time employees (four or more hours, but less than eight, five days per week), limited to four (4) times maximum.

### **D. Criteria for the Program**

1. Written requests for permission must be submitted to the Superintendent 30 days prior to each semester cycle (spring, fall and summer) or class start date for approved program or course work.
2. Program and/or classes must be job related.
3. Courses may include college courses, including on-line courses, business courses, adult education, seminars, conferences and trade school.
4. Courses must be completed to receive credit, with a passing grade of “C” or better.
5. Nine (9) college units or their equivalent must be completed.
6. The point system will be used to determine if a unit member will receive an award/bonus. To qualify for a Professional Growth Incentive Award, the unit member must complete 9 units. This will be set in terms of college units or equivalent. In the case of non-unit studies, hours will be used to determine units. The standard of 15 hours of participation will equal one unit. One unit is equivalent to one (1) point.
7. Courses may be counted one time only for professional growth credit. Courses in progress at the end of one fiscal year may be carried over to another year.
8. All employees may take advantage of the program once in any two (2) year period. Employees must complete the 9 units in the two year period. No more than one Professional Growth Incentive Award will be granted in any year.
9. In order to obtain credit for approved completed coursework, unit members need to submit one of the following:
  - a. Official Transcripts

b. Certificate or official document verifying the number of hours completed, including dates of attendance.

10. Unit members returning to employment following a layoff or return to employment pursuant to Education Code sections 45192 or 45195 (rehire following disability) shall be entitled to reinstatement of all earned professional growth increments.

11. Professional growth activities occurring prior to an employee's beginning employment/reemployment with the District shall not be credited in this program

E. Reimbursement

Reimbursement will be made for up to one year after completion of the course at the end of each semester cycle upon submission and approval of transcripts and /or certificate of official document verifying the number of hours completed including dates of attendance.

## **APPENDIX A – CSEA BARGAINING UNIT MEMBERS**

Bi-Lingual Aide.....	Range 41a
Nutrition Services.....	Range 41
Campus Security.....	Range 41
Building Custodian.....	Range 42
Bilingual Family Liaison.....	Range 42
Librarian.....	Range 42
ASB High School.....	Range 42
Building Custodian & Maintenance.....	Range 43
Groundskeeper.....	Range 43
Swim Pool Maintenance & Groundskeeper.....	Range 43
Bus Driver.....	Range 44
Head Custodian – High School.....	Range 44
School Secretary/School Counseling Secretary.....	Range 44
Data Analyst/Software Specialist.....	Range 45
District Maintenance Technician.....	Range 45
Language, Speech, and Hearing Aide.....	Range 46
Licensed Speech Assistant.....	Range 47

# APPENDIX A

## Ripon Unified School District CSEA Salary Schedule 2024-2025



Range	Position	Days
41	Nutrition Services	183
	Campus Security	180
42	Building Custodian (Night)	260-262*
	Library Clerk	205
	Bilingual Liaison	180
	High School ASB	190
42a	Language, Speech, & Hearing Aide	180
43	High School Library Media Clerk	215
	Groundskeeper	260-262*
	Building Custodian & Maint (Day)	260-262*
	Swim Pool & Groundskeeper	260-262*
43a	Student Services Van Driver	180

Range	Position	Days
43b	Head Cook	195
44	Bus Driver	180
	Head Custodian - High School	260-262*
44a	School Secretary	205 ELM&HH
	High School Registrar (RHS)	215
44b	High School Attendance Secretary (RHS)	215
	Administrative Secretary to the Vice Principals (RHS)	215
45	Administrative Secretary to the Principal (RHS)	215
	District Maintenance Tech	260-262*
47	Licensed Speech Language Pathology Assistant (SLPA)	180
48	Buildings and Grounds Foreman	260-262*

### Hourly

Range	A	B	C	D	E	F	G	G2	G3	G4	H	H2	H3	I	I2	I3	J	J2	J3	K	K2	K3	L
41	\$17.24	\$18.10	\$19.00	\$19.94	\$20.93	\$21.97	\$23.06	\$23.06	\$23.06	\$23.06	\$23.64	\$23.64	\$23.64	\$24.23	\$24.23	\$24.23	\$24.84	\$24.84	\$24.84	\$25.46	\$25.46	\$25.46	\$26.10
42	\$18.41	\$19.32	\$20.28	\$21.29	\$22.35	\$23.46	\$24.62	\$24.62	\$24.62	\$24.62	\$25.24	\$25.24	\$25.24	\$25.87	\$25.87	\$25.87	\$26.52	\$26.52	\$26.52	\$27.18	\$27.18	\$27.18	\$27.86
42a	\$19.10	\$20.05	\$21.05	\$22.09	\$23.19	\$24.34	\$25.55	\$25.55	\$25.55	\$25.55	\$26.19	\$26.19	\$26.19	\$26.84	\$26.84	\$26.84	\$27.51	\$27.51	\$27.51	\$28.20	\$28.20	\$28.20	\$28.91
43	\$19.20	\$20.15	\$21.15	\$22.20	\$23.30	\$24.46	\$25.67	\$25.67	\$25.67	\$25.67	\$26.31	\$26.31	\$26.31	\$26.97	\$26.97	\$26.97	\$27.64	\$27.64	\$27.64	\$28.33	\$28.33	\$28.33	\$29.04
43a	\$19.48	\$20.45	\$21.47	\$22.54	\$23.66	\$24.83	\$26.06	\$26.06	\$26.06	\$26.06	\$26.71	\$26.71	\$26.71	\$27.38	\$27.38	\$27.38	\$28.06	\$28.06	\$28.06	\$28.76	\$28.76	\$28.76	\$29.48
43b	\$19.90	\$20.89	\$21.93	\$23.02	\$24.16	\$25.36	\$26.62	\$26.62	\$26.62	\$26.62	\$27.29	\$27.29	\$27.29	\$27.97	\$27.97	\$27.97	\$28.67	\$28.67	\$28.67	\$29.39	\$29.39	\$29.39	\$30.12
44	\$20.15	\$21.15	\$22.20	\$23.30	\$24.46	\$25.67	\$26.94	\$26.94	\$26.94	\$26.94	\$27.61	\$27.61	\$27.61	\$28.30	\$28.30	\$28.30	\$29.01	\$29.01	\$29.01	\$29.74	\$29.74	\$29.74	\$30.48
44a	\$20.55	\$21.57	\$22.64	\$23.76	\$24.94	\$26.18	\$27.48	\$27.48	\$27.48	\$27.48	\$28.17	\$28.17	\$28.17	\$28.87	\$28.87	\$28.87	\$29.59	\$29.59	\$29.59	\$30.33	\$30.33	\$30.33	\$31.09
44b	\$21.16	\$22.21	\$23.31	\$24.47	\$25.68	\$26.95	\$28.29	\$28.29	\$28.29	\$28.29	\$29.00	\$29.00	\$29.00	\$29.73	\$29.73	\$29.73	\$30.47	\$30.47	\$30.47	\$31.23	\$31.23	\$31.23	\$32.01
45	\$21.17	\$22.22	\$23.32	\$24.48	\$25.70	\$26.98	\$28.32	\$28.32	\$28.32	\$28.32	\$29.03	\$29.03	\$29.03	\$29.76	\$29.76	\$29.76	\$30.50	\$30.50	\$30.50	\$31.26	\$31.26	\$31.26	\$32.04
47	\$25.67	\$26.94	\$28.28	\$29.68	\$31.15	\$32.70	\$34.32	\$34.32	\$34.32	\$34.32	\$35.18	\$35.18	\$35.18	\$36.06	\$36.06	\$36.06	\$36.96	\$36.96	\$36.96	\$37.88	\$37.88	\$37.88	\$38.83
48	\$28.79	\$30.22	\$31.72	\$33.29	\$34.94	\$36.67	\$38.49	\$38.49	\$38.49	\$38.49	\$39.45	\$39.45	\$39.45	\$40.44	\$40.44	\$40.44	\$41.45	\$41.45	\$41.45	\$42.49	\$42.49	\$42.49	\$43.55

### Monthly (for year-round, full time 260-262 employees)

Range	A	B	C	D	E	F	G	G2	G3	G4	H	H2	H3	I	I2	I3	J	J2	J3	K	K2	K3	L
42	\$3,191.07	\$3,348.80	\$3,515.20	\$3,690.27	\$3,874.00	\$4,066.40	\$4,267.47	\$4,267.47	\$4,267.47	\$4,267.47	\$4,374.93	\$4,374.93	\$4,374.93	\$4,484.13	\$4,484.13	\$4,484.13	\$4,596.80	\$4,596.80	\$4,596.80	\$4,711.20	\$4,711.20	\$4,711.20	\$4,829.07
43	\$3,328.00	\$3,492.67	\$3,666.00	\$3,848.00	\$4,038.67	\$4,239.73	\$4,449.47	\$4,449.47	\$4,449.47	\$4,449.47	\$4,560.40	\$4,560.40	\$4,560.40	\$4,674.80	\$4,674.80	\$4,674.80	\$4,790.93	\$4,790.93	\$4,790.93	\$4,910.53	\$4,910.53	\$4,910.53	\$5,033.60
44	\$3,492.67	\$3,666.00	\$3,848.00	\$4,038.67	\$4,239.73	\$4,449.47	\$4,669.60	\$4,669.60	\$4,669.60	\$4,669.60	\$4,785.73	\$4,785.73	\$4,785.73	\$4,905.33	\$4,905.33	\$4,905.33	\$5,028.40	\$5,028.40	\$5,028.40	\$5,154.93	\$5,154.93	\$5,154.93	\$5,283.20
45	\$3,669.47	\$3,851.47	\$4,042.13	\$4,243.20	\$4,454.67	\$4,676.53	\$4,908.80	\$4,908.80	\$4,908.80	\$4,908.80	\$5,031.87	\$5,031.87	\$5,031.87	\$5,158.40	\$5,158.40	\$5,158.40	\$5,286.67	\$5,286.67	\$5,286.67	\$5,418.40	\$5,418.40	\$5,418.40	\$5,553.60
48	\$4,990.27	\$5,238.13	\$5,498.13	\$5,770.27	\$6,056.27	\$6,356.13	\$6,671.60	\$6,671.60	\$6,671.60	\$6,671.60	\$6,838.00	\$6,838.00	\$6,838.00	\$7,009.60	\$7,009.60	\$7,009.60	\$7,184.67	\$7,184.67	\$7,184.67	\$7,364.93	\$7,364.93	\$7,364.93	\$7,548.67

Initial salary step placement will be on Column A of the salary schedule. However, the district may make an initial placement as high as Column C.

\*Employees who work year-round will have 260-262 paid days depending on the fiscal year and where weekends fall between July 1st to June 30th.

### HOW TO CALCULATE WAGES FOR:

Full Time Year-Round Employees (260-262):		Employees Working Less Than 12 Months:
Daily:	Hourly x Hours Per Day	Hourly x Hours Per Day
Annual:	Daily Rate x Number of Days	Daily Rate x Number of Days
Monthly:	Annual / 12	Annual Rate / Number of Months Paid

**APPENDIX C ~ CATASTROPHIC LEAVE PROGRAM**  
**RIPON UNIFIED SCHOOL DISTRICT**  
**CATASTROPHIC LEAVE PROGRAM**  
**ARTICLE 9**  
**\_\_\_\_\_ SCHOOL YEAR**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Location

\_\_\_\_\_  
Current Position

\_\_\_\_\_  
Payroll ID Number

I hereby contribute \_\_\_\_\_ day(s)\* of sick leave to the Catastrophic Leave Program.

I understand the contribution will be deducted from my sick leave balance and the contribution is irrevocable.

I also understand this contribution qualifies me to request leave from the Catastrophic Leave Program in the event I exhaust all leave entitlement and am suffering from a catastrophic illness or injury, or if a member of my family is suffering from a catastrophic illness or injury and my presence is required to care for the family member.

Final determination of whether to grant the catastrophic leave, if requested, will be made by the Catastrophic Leave Committee.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTE:** Unit members must have permanent status to participate in the Catastrophic Leave Program. Permanent status is at least one year of employment with the District.

(\*minimum donation = 1 day; maximum donation = 5 days)

**Return this form to the Personnel Office, no later than October 31st.**

## APPENDIX D ~ CATASTROPHIC MEDICAL CERTIFICATION FORM

### MEDICAL CERTIFICATION

- Instructions:**
1. Employee: Fill out Section 1 of the form, then submit it to your health care provider.
  2. Health Care Provider: Complete Sections II & III and return to the employee for submission.
  3. Employee: Submit the completed certification form to the appropriate administrator.

EMPLOYEE INFORMATION			
Employee Name:		Patient's Name (if other than employee)	
		Relation to Employee:	
Supervisor's Name:	Department:	Campus Phone:	
Current mailing address:		Home Phone:	
I authorize my health care provider to complete this form and provide the information requested by Ripon Unified School District.			
Employee Signature		Date	

MEDICAL INFORMATION	
<input type="checkbox"/> EMPLOYEE WITH A SERIOUS HEALTH CONDITION	
Does this employee have a serious health condition? (see Def. of Serious Health Condition on reverse.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date the serious health condition began or date seen for this condition:	
Please review the attached job description. Is this employee able to perform the essential functions of this job?	
<input type="checkbox"/> No	
<input type="checkbox"/> Yes If yes, please describe any restrictions or recommendations:	
Anticipated return to work date:	
<input type="checkbox"/> EMPLOYEE'S FAMILY MEMBER WITH A SERIOUS HEALTH CONDITION	
Does the employee's family member have a serious health condition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date the serious health condition began or date seen for this condition:	
Is the employee's presence necessary or would it be beneficial to the patient? (This may include psychological comfort and/or arranging for third-party care for the family member.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
If intermittent leave or a reduced work schedule is being considered, is it medically necessary?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes please describe the recommended schedule:	
Anticipated return to work date:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
HEALTH CARE PROVIDER INFORMATION	
Name of Health Care Provider:	Specialty:
Address:	Phone:
State License Number:	Licensed to practice in the state(s) of:
Signature:	Date:

**APPENDIX E – RECLASSIFICATION/REALLOCATION FORM**

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

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

CURRENT CLASSIFICATION: \_\_\_\_\_

NUMBER OF YEARS/MONTHS IN THIS CLASSIFICATION: \_\_\_\_\_

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

*What action are you requesting with this form?* \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(attach additional pages if necessary)*

- II. What is the difficulty of the tasks identified in relation to your current classification/JOB DESCRIPTION?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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---

I request an interview with the reclassification committee.

☐ Yes

☐ No

---

Employee's Signature\*

---

Date

*\*NOTE: Employee should submit completed form to the Personnel Office and the CSEA President (we suggest that you keep a copy for your files) BEFORE NOVEMBER 1. Attach a copy of your current job description; a copy of the proposed job description; or any additional supporting documentation.*

---

#### SUPERVISOR'S REVIEW

Do you agree that the employee is performing the additional duties indicated on this form?

☐ Yes

☐ No

---

Supervisor's Signature

---

Date

## **APPENDIX F – BUS DRIVING TRAINING PROCEDURES**

### **STEPS TO BECOME A BUS DRIVER WITH RIPON USD**

1 - Get DMV Commercial Written Handbook. Begin self-study and testing (3 tests = Commercial Class B Test, Air Brake Test, and Passenger Endorsement Test). DMV MAY test you for general Class C and/or Motorcycle (if applicable). Schedule and take DMV Commercial Written Tests.

\*Need completed application +Do not sign it+, *original physical* (#3 below), current driver's license, social security card, and \$64 to DMV. Can take tests one at a time or all three on the same day (4-8 weeks)

2 – DMV H-6 Print-Out to HR/District Office (if not already given to District) \$5 cost at DMV. We will put employee who is prospective bus driver on DMV Pull Notice list after receiving original DMV H-6.

3 – Get a “DMV” physical completed by V-Tec (1550 Colony Road, Ripon)  
(Walk-in's only & make sure to say DMV)

After physical completed, HR will make 3 copies of physical form.

1 copy to file, 1 copy for CHP and employee keeps 1 copy. Original is for DMV  
(1-2 weeks to complete, longer if issues arise)

4 – Once above completed CHP classroom training will be scheduled with the Instructor. (2-6 weeks)

5 – You must purchase a CHP 82.7 handbook from a CHP office. \$5.42 \*must have exact CASH\*

6 – CHP Classroom Sessions (20+ hours) with trainer and STUDY material from class for CHP testing. (2-3 weeks)

7 – As you begin Classroom a CHP interview appointment will be scheduled (2-4 weeks).

8 – You will do CHP interview on scheduled day with CHP Officer. \*Must take: \$57 cash, copy of physical long form, medical card, current driver's license, H-6 printout w/ in 30 days, and completed CHP Form 295 +Do not sign it+.

9 – After interview completed, you will go back to CHP on following Wednesday at 9:00 am for written rules and regulations tests. Confirm test date with Trainer or Officer.  
(1-2 weeks)

10-After successful completions of rules & regulations – get self-study 1<sup>st</sup> aid material from District

\*\*Take and pass the CHP 1<sup>st</sup> aid test. Test give only on Wednesdays at 9:00 am. (2-4 weeks)

\*If failed twice you will need to take a 1<sup>st</sup> aid class to obtain a 1<sup>st</sup> aid certificate (4-6 weeks longer)

11 – A Drug Test must be completed (See HR to get form for “Pre-employment Drug Test” with V-Tec (1 week)

12 – Once all above is successfully completed you will begin pre-trip training with Toni Williams (2-3 weeks) and we can schedule behind the wheel training (BTW) with the driver trainer. (4-6 weeks)

13 – Once BTW training completed, a CHP BTW exam will be scheduled. It will cover the pre-trip and BTW with a CHP officer (2-4 weeks to get an appointment)

14 – Trainer goes with you to the pre-trip and driving test with the Officer at Stockton CHP.

15 – You will have proficiency training on the other buses in the RUSD yard. (2-3 weeks)

\*\*As you complete each step please contact District Office with updates, each candidate has direct control of self-study time lines and will need to complete all steps with-in six months from hire date.

\*\*\*Any questions regarding material and/or questions regarding training please contact Tammy Magallanes.

Andy Strickland 652-8049

Sarah Smathers 652-8124

I have read and understand all steps above are required to be completed with-in 6 months from date of hire with Ripon Unified School District to become a permanent employee.

---

Name

---

Date

---

Signature

<b>Name</b>		<b>Date</b>	
<b>Site</b>			
<b>Position</b>			
<b>Supervisor</b>			

<b>Evaluation Cycle</b>	<input type="checkbox"/> 2 Month	<input type="checkbox"/> 4 Month	<input type="checkbox"/> Bi-Annual	<input type="checkbox"/> Unscheduled
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<b>Employee Status</b>	<input type="checkbox"/> Probationary	<input type="checkbox"/> Permanent
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<b>FACTOR</b>	<b>*Please refer to rating criteria on Page 3</b>	<b>COMMENTS</b> (Additional pages may be attached)
<b>1. Quality of Work</b>		1.
a. Job Knowledge	Choose an Item ▾	
b. Accuracy	Choose an Item ▾	
c. Neatness	Choose an Item ▾	
d. Thoroughness	Choose an Item ▾	
e. Evidence of good planning & organization	Choose an Item ▾	
<b>3. Work Habits</b>		3.
a. Attendance	Choose an Item ▾	
b. Punctuality/Dependability	Choose an Item ▾	
c. Completes work on time	Choose an Item ▾	
d. Compliance with Instructions, Rules and Regulations	Choose an Item ▾	
e. Ability to work without immediate supervision	Choose an Item ▾	
f. Operation and care of equipment	Choose an Item ▾	
<b>4. Relationships with Others</b>		4.
a. Employees	Choose an Item ▾	
b. Pupils	Choose an Item ▾	
c. Public	Choose an Item ▾	
<b>5. Work Judgements</b>		5.
a. Endeavors to improve techniques	Choose an Item ▾	
b. Accepts new ideas and procedures	Choose an Item ▾	
c. Accepts criticism and suggestions	Choose an Item ▾	
d. Accepts responsibility	Choose an Item ▾	

e. Organizes and uses time efficiently	Choose an Item ▾	
<b>6. Personal Qualities</b>		6.
a. Judgment	Choose an Item ▾	
b. Initiative	Choose an Item ▾	
c. Adaptability to emergencies and new situations	Choose an Item ▾	
d. Effectiveness under pressure	Choose an Item ▾	
e. Communicates effectively	Choose an Item ▾	
<b>7. Future Goals and Objectives</b>		
<b>8. Employee was previously counseled on noted deficiencies:</b> (include dates/summary of counseling)		

**Overall Summary Evaluation:**

☐ *Exceeds Standards*  
 ☐ *Meets Standards*  
 ☐ *Needs Improvement*  
 ☐ *Unsatisfactory*

This document will be placed in your personnel file. You have ten (10) workdays from receipt of this document to make any signed written comments you wish, which will be attached to the document and placed in your personnel file.

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*Signature of Evaluator*
*Date*

My supervisor has discussed this report with me and given me a copy of this evaluation report. I understand my signature does not necessarily indicate agreement.

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*Signature of Employee*
*Date*

Attachments Added:      ☐ Yes      ☐ No

Distribution:  
 Signed Original – Personnel  
 Copy - Employee  
 Copy - Supervisor

## **Classified Employee Evaluation Rating Definitions and Procedure**

### **Performance Rating Factors**

1. **Exceeds Standards:** Employee consistently performs at a level significantly above job requirements. Work demonstrates exceptional quality, initiative, and efficiency. Employee regularly exceeds expectations, contributes to the improvement of department operations, and serves as a role model for others. Performance requires little supervision. Examples: Completes tasks ahead of deadlines with a high degree of accuracy; Regularly suggests process improvements; Consistently provides service beyond expectations.
2. **Meets Standards:** Employee consistently fulfills job responsibilities and performance expectations. Work is completed accurately, on time, and with minimal supervision. Employee demonstrates reliability, cooperation, and professionalism in daily activities. Examples: Completes assignments on time with acceptable quality; Follows district policies and procedures; Works well as part of a team and communicates effectively
3. **Needs Improvement:** Employee's performance does not consistently meet job requirements. Improvement is needed in one or more areas to fully meet expectations. Additional training, supervision, or corrective action may be required. Examples: Frequently misses deadlines or submits incomplete work; Requires frequent reminders or supervision to complete tasks; Demonstrates difficulty in working collaboratively with others.
4. **Unsatisfactory:** Employee's performance consistently fails to meet job requirements. Immediate and significant improvement is required. Continued performance at this level may result in disciplinary action. Examples: Fails to complete assigned tasks despite supervision; Demonstrates unprofessional behavior or repeated policy violations.

### **Comments Section**

For each performance category, the evaluator should provide comments that justify the rating and offer specific examples of the employee's performance. Constructive feedback and recommendations for improvement should be included if applicable.

### **Determining Overall Performance Rating**

The overall performance rating will be determined based on the distribution of ratings across the 24 performance factors:

<b>Exceeds Standards:</b> No Unsatisfactory ratings or Needs Improvement ratings, with 4 or more ratings marked as Exceeds Standards.	<b>Meets Standards:</b> No Unsatisfactory ratings and no more than 3 Needs Improvement ratings. The remaining ratings must be Meets Standards or higher.
<b>Needs Improvement :</b> 4 or more Needs Improvement ratings, and/or no more than 2 Unsatisfactory ratings.	<b>Unsatisfactory:</b> More than 2 Unsatisfactory ratings.