

BARGAINING

AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF THE
KONOCTI UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA
SCHOOL EMPLOYEES ASSOCIATION
KONOCTI, CHAPTER 12
Chartered December 31, 1986

July 1, 2016 – June 30, 2019

Revised 07/01/16
Ratified by Board of Education

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ARTICLE I – RECOGNITION

- 1.1 This Agreement is made and entered by and between the Konocti Unified School District hereinafter referred to as “District” and the California School Employees Association and its Konocti Chapter No. 12, hereinafter referred to as the “Union”
- 1.2 This Agreement is entered into pursuant to Government Code Sections 3540-3549.3 (3540.1[h]). The District hereby acknowledges that CSEA is the exclusive representative of a bargaining unit. The bargaining unit shall consist of all district employees including but not limited to employees holding positions listed in Appendix A-2 attached. The bargaining unit shall not include management, confidential, certificated and supervisory employees as defined in the Education Employment Relations Act. Substitute employees are not covered per Ed. Code 45103. CSEA shall not represent short-term employees, i.e. those employees performing work as defined as work that is not normally done by the CSEA bargaining unit and is less than one-hundred and ninety-five (195) days, per Ed. Code 45103.
 - 1.2.1 Limited duration assignment is more than 20 consecutive days but less than 195 days and is work normally done by the CSEA bargaining unit.
- 1.3 The scope of representation shall be as defined by law.
- 1.4 Bargaining Unit Members shall be allowed 1 ½ hours release time to attend a “Bargaining Unit Orientation” meeting on the first day of the school year classified calendar. The CSEA President shall notify the district of the time of the meeting at least two weeks prior to the date of the meeting.

ARTICLE II – COMPENSATION AND HEALTH AND WELFARE BENEFITS

- 2.1 Compensation:
 - 2.1.1 The District shall pay the wages for each position in the bargaining unit in accordance with the salary schedule set forth in Appendix A-1, attached, and in accordance with the range placement on the salary schedule as defined in Appendix A-2.
 - 2.1.1.1 The employee contribution to PERS (Public Employees Retirement System) shall be tax-deferred to the extent permitted by law.
 - 2.1.2 All employees in the bargaining unit shall be paid for regular service, once per month, on or before the last working day of the month. For non-regular service, payment shall be in accordance with procedures of the County of Lake as soon as possible after service is recorded unless the appropriation is not timely received from the State of California. Step advance on salary schedule for each bargaining unit employee shall be July 1 of each year, at which time employees are advanced to the next step on the classified salary schedule. Employees hired on or before December 31 of a school year shall be advanced to the next step of the schedule on the next July 1.

Employees hired on or after January 1 of a school year shall be advanced to the next step of the schedule on July 1 of the following school year.

- 2.1.3 Overtime service authorized by the site manager or district office shall be compensated for in cash at one and one-half (1 ½) times the regular pay rate. The District may take such action as may be necessary to ensure the implementation of this provision is consistent with applicable state and federal law.
- 2.1.4 When an employee is required to work beyond his or her regularly scheduled daily assignment, he or she shall be paid at the appropriate rate for the time worked. Overtime will be distributed on an equitable basis and not capriciously or arbitrarily.
- 2.1.5 An employee shall have the right to refuse any work beyond their regularly scheduled hours for compensatory time off. If an employee agrees to work beyond his/her regularly scheduled hours for compensatory time off in lieu of cash overtime, the District shall provide a form for recording the extra hours worked which shall be verified by the site administrator. The District shall provide a form for the employee to request the compensatory time off. Such compensatory time off shall be granted within the twelve (12) calendar months following the month in which the additional time was worked, in accordance with 45129 of the California Education Code, provided that it does not impair the service rendered by the District. If the time is not taken off within the twelve (12) month period the employee will be paid for the time at the appropriate rate.
- 2.1.6 Any unit member called back to work after leaving the work site after completion of his or her regularly scheduled daily assignment, or called back to work on a day not scheduled to work, shall be compensated for at least two (2) hours of work at the overtime rate. Any employee scheduled to work must be notified eight (8) hours prior to cancellation of assignment or they will be compensated for two (2) hours at the overtime rate.
- 2.1.7 Longevity pay shall be in accordance with the rate established and shown in Appendix A-2. Longevity pay shall increase by the same percentage increase adjustment made to the salary schedule shown in Appendix A-1 each fiscal year.
- 2.1.8 "Standby time" in busing situations shall be considered as regular hours worked and shall be compensated as directed by the Education Code.
- 2.1.9 Any employee assigned to duties in a different classification shall be compensated either at his/her regular rate, or at the range designated for the different job classification, whichever is higher, at the first step on the appropriate range that would result in at least a seven and one-half percent (7.5%) increase or on the step closest to a seven and one-half percent (7.5%) increase if a seven and one-half percent (7.5%) step increase is not available. This shall apply in such instances where a classified employee must substitute for an absent employee who is on a range higher than the substitute. The District shall provide a form for the employee to submit the differential pay for the hours worked at the higher range. The most

senior person who is qualified, in the judgment of the director, shall be appointed as the substitute. In no event shall the pay received be less than that which the employee receives in his/her regular classification.

2.1.10 Bargaining unit employees shall be reimbursed for out-of-pocket expenses incurred for the California Highway Patrol Bus Drivers Certificate and for the difference between the Class-B and the Class-C licenses. The District may provide for the medical examinations named for the Class-B driver's license by contracting with a local doctor for the medical examination. Bargaining unit employees shall be reimbursed for out-of-pocket expenses incurred for medical examinations up to one hundred and twenty-five dollars (\$125) for bus driver physicals.

2.1.10.1 Classroom instruction shall be offered for unit member bus drivers to learn those requirements necessary for the renewal of their California Special School Bus Driver Certificate. Employees shall be paid on an hourly basis while participating in this instruction. The District can require the unit employee to take this instruction on in-service days provided by the District.

2.1.10.2 Any classified employee with the necessary credentials for substitute teaching may be asked to do so by the District. The classified employee will be paid additional wages up to the regular District rate of pay for substitute teachers or \$5.00 above his/her current wage, whichever is greater for each day of substitution. The employee will suffer no loss of time or wage from his/her regular classified assignment. It is understood that classified employee can supervise a classroom for a partial period but are not to be placed in charge of a classroom if there is no substitute.

2.1.10.3 A bargaining unit member substituting for a classified director position shall receive at least seven and one-half percent (7.5%) above their current salary or the first step on the director salary schedule, whichever is higher.

2.1.10.4 Placement of employees on the Classified Schedules:
Outlined on page 4 as adopted June 2011. See page 4.

KONOCTI UNIFIED SCHOOL DISTRICT
Procedure for Placement on the Classified Schedule
Effective retroactive to July 1, 2012 After Ratification

Name: _____ Work Site: _____

New Position Classification(s): _____ Former Classification(s) _____

A. Employees new to the District and probationary employees:

1. Initial placement on the appropriate range of the salary schedule will be Step 1.
2. Placement on a higher step may be granted based upon the following:
 - a. Documentation is on prior employer letterhead, contains the dates of employment, title of position(s), description of work performed, and contains the title and signature of authorized staff
 - b. Service must have been within the last 10 years
 - c. A minimum of 75% of a year must be completed to qualify as a year of service
 - d. Duties, as determined by a function and skills analysis, were within the class family into which the employee is being hired
 - e. Verification of experience is received by the KUSD personnel office within three (3) months of contract hire date in Konocti USD; Placement on the higher Step will be made retroactively to initial contract date of hire
 - f. Placement Chart:
 1. 1 – 3 years of verified employment: Step 2
 2. 4 – 6 years of verified employment Step 3
3. Documentation is the employee's responsibility, however, the district will respond to previous employer's requests for clarification.

B. Permanent Employees

1. **who are promoted to a higher classification** in the same class family as currently employed will be placed at the nearest step of the new range where they will have an increase in their hourly rate from their former classification. (It is the first step placement where the employee receives an hourly pay increase)
2. **who accept a position at a higher classification** outside their current 'class family' may be placed at the nearest step of the new range where they will have an increase in their hourly salary. Salary placement determination will be based upon a function and skills analysis to identify the amount of job skills previously acquired and how they benefit the employee and district in the new position. Should this analysis render no additional benefit for salary placement, placement will be made according to Section A above. See Function and Skills Analysis Form.
3. **who accept a position in a lower classification in a class family in which they :**
 - a. **have accrued** seniority will be placed on the same step of the new lower range. This will result in an hourly pay decrease.
 - b. **have NOT accrued** seniority will be placed according to Section A.

C. The Board reserves the right to make salary schedule step placements different than above in the case of extenuating circumstances such as difficulty filling positions or emergency. If such an occasion occurs, District Administration will bring the issue to the Board and CSEA for consideration prior to acting on any specific applicant being considered for the position.

Employee Signature: _____ Date _____

Recommended Salary Placement: Range: _____ Step: _____

District Representative Signature: _____ Date _____

KONOCTI UNIFIED SCHOOL DISTRICT
Classified Salary Placement Function and Skills Analysis

Note: Employee must complete this form and all documentation within 45 days of Board Approval of new assignment

EMPLOYEE NAME: _____

DATE SUBMITTED: _____

SIGNATURE: _____

ATTACH (as appropriate): *(initial those items submitted)*

- _____ Employment verification from prior employer(s)
- _____ Prior job description(s)
- _____ Current job description
- _____ Differential timesheets within current year, and two prior years if applicable
- _____ Additional documentation from current and prior supervisors

CURRENT CLASSIFICATION: _____

CLASSIFICATION CONSIDERED: _____

DISTRICT OFFICE USE ONLY

ANALYSIS NOTES:

Years of Experience: _____ Private or Public Sector *(circle one)*

Essential functions and skills for which credit is considered applicable in new classification
(minimum of three items)

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

Current Placement: Range _____ Step _____

Recommended Placement: Range _____ Step _____

District Signature: _____ Date: _____

District Signature: _____ Date: _____

2.2 Hours

- 2.2.1 The workweek of a classified employee, as defined in Section 45103 and Section 45127 of the Education Code, shall be forty (40) hours.
- 2.2.2 The workday shall be eight (8) hours, including one-half ($\frac{1}{2}$) hour paid lunch. Each bargaining unit employee shall be assigned a fixed regular and ascertainable minimum number of hours. Any employee hired after January 1, 1997 must be regularly employed for eight (8) hours in order to receive a paid lunch. Effective July 1, 2013 eligible employees hired before January 1, 1997, who are less than 8 hours but 6 or more hours will receive an annual stipend of \$1200.00 in lieu of the paid lunch. This will extend the actual work day by one half ($\frac{1}{2}$) hour for the unpaid lunch.
- 2.2.2.1 Any employee who qualifies for a paid lunch may leave his/her work space but may not leave his/her work site (i.e. campus, site, etc.) without prior arrangement with his/her site supervisor for a specific day only. The employee will not be assigned to any regularly assigned duty during his/her paid lunch period, but will be on-call for assistance to his/her supervisor and/or designee for any job-related task that may arise during the employee's lunch period.
- 2.2.3 Overtime is that amount of time of employment beyond eight (8) hours in any one workday or more than forty (40) hours in any one work week. Two and one-half ($2\frac{1}{2}$) times the hourly rate of pay shall be paid for work assigned on legal and local holidays as determined by the Konocti Unified School District's Classified Employees Calendar.
- 2.2.4 Any employee in the bargaining unit who works an average of a minimum of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive scheduled work days shall have the job either terminated or advertised as contracted time. Standard advertising procedures will take place and the position will be filled as soon as possible. Standard hiring procedures will take place according to Article 4 "Procedures for Filling Vacancies".
- 2.2.5 All employees covered by this Agreement shall be entitled to a lunch period after the employee 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-half ($\frac{1}{2}$) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift.
- 2.2.6 Bargaining unit employees shall be granted one (1) fifteen (15) minute rest period for each four (4) hours of regular assigned time. The period shall be scheduled by each employee's immediate supervisor, normally in the middle of each four (4) hour period insofar as is practicable. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the employee.

- 2.2.7 Part-time employees shall have the opportunity to apply for additional part-time positions in which the assigned hours do not conflict with their present established hours. However, assigned work hours for either position may be adjusted to accommodate the new position providing that the total hours do not exceed forty (40) hours per week or eight (8) hours per day.
- 2.2.8 Selection for multiple-position assignments shall be based on the hiring process outlined in 4.1 if both positions are considered bargaining unit positions as defined in Appendix A-2.

2.3 Health and Welfare Benefits

2.3.1 Beginning 2016-2017, the District shall provide premium payment up to a maximum of \$1,300.00 per month on behalf of the full-time employees of the bargaining unit and their dependents towards a Health Insurance Benefit Package for medical insurance and prescription drug coverage, Dental, and Vision Insurance as outlined below through the chosen Insurance Carrier (Currently SISC III- Self Insured Schools of California). Should the cost of the insurance package (Medical with Prescription, Dental, and Vision) exceed this monthly maximum, employees will pay the difference. This balance shall be paid by automatic payroll deduction from the employee's paycheck(s).

Medical Insurance and Prescription Drug Plan	\$1,171.00 per month
Dental Insurance coverage	\$ 108.00 per month
Vision Insurance coverage	\$ 20.60 per month

2.3.1.1 Medical plans shall be Anthem Blue Cross Paid Provider Organization (PPO).

2.3.1.2 The Association agrees to negotiate a total benefits compensation package that does not exceed what the District can afford to pay as recommended by the Budget Study Committee and determined by the Board. The Budget Study Committee shall include three (3) members from CSEA.

2.3.2 If full time employees choose a plan package that costs less than the district maximum, they will receive the difference, less applicable payroll taxes in their regular monthly paycheck.

2.3.3 (Default) Each eligible employee, as per insurance carrier's guidelines, shall be enrolled in one of the available health insurance benefit plans offered through the district. Should the employee fail or refuse to select a health insurance plan, the District will notify the employee in writing that the failure to select a plan shall result in automatic enrollment in a current District offered insurance plan. (also refer to 2.3.6. for pro-rata share for less than 40 hour per week employees)

- 2.3.4 During the Term of this Agreement, the District shall provide premium payments on behalf of full-time employees of the bargaining unit for Life Insurance through a SISC offered plan with a \$10,000 death benefit.
- 2.3.5 The selection as to the specific administrator of each insurance plan shall be made by the district subject to the following provisions:
- 2.3.5.1 Prior to changing to a different plan administrator, the District shall notify the Association. The change shall be subject to the following provisions
- a. There will be no reduction in benefits provided by the plan unless negotiated.
 - b. The District shall show in writing a comparison of the proposed administrative plan and the present administrative plan and any effects on the benefits paid for employees in the bargaining unit.
- 2.3.5.2 Should CSEA have any concerns regarding the change, CSEA shall, within seven (7) calendar days, notify the District of its concerns. The District and the Association shall then meet and attempt to resolve these concerns. Should these concerns not be resolved, the question of whether or not the change should be made shall be submitted to a vote of the members of CSEA, Konocti Chapter 12.
- 2.3.5.3 Unless the Association members vote against the change within twenty-one (21) calendar days after the date on which the Association was notified, the District shall be authorized to make the change without any further communication, meeting or negotiation regarding the subject.
- 2.3.5.4 During any break of the traditional school calendar (winter, spring or summer), the Association may notify the District it needs more time to consider the change, specifying the time needed. The time extension shall not exceed the vacation period. The change will not be made during this period.
- 2.3.6 For regular part-time classified employees of the bargaining unit, the District will pay that portion of the contribution for the medical insurance plan, dental, vision care and prescription plan in the same ratio that their hours worked per week is to a forty (40) hour week. Employees hired after June 30, 1994 must be regularly scheduled to work four (4) hours or more each day in order to receive any medical, dental and vision care and paid prescriptions benefits. Employees hired after June 30, 2013 must be regularly scheduled to work six (6) hours or more each day in order to receive any medical, dental, vision care and paid prescriptions benefits. Those employees hired June 30, 2013 or before who currently have medical, dental,

vision and paid prescription benefits as of that day may maintain these benefits as long as they work four (4) or more hours per day.

2.3.7 The District need not contribute toward the above benefits in sections 2.3.1, while the employee is on unpaid leave, but the employee may pay for the benefit if the insurance carrier will allow.

2.3.8 The District will put into place Income Protection Insurance to be provided by American Fidelity in lieu of State Disability Insurance, such program to be fully paid for by each employee by payroll deduction.

2.4 Other Fringe Benefits

2.4.1 Employee Travel

Any employee in the bargaining unit required by his or her supervisor to use his or her vehicle in the performance of his or her regularly assigned duties shall be reimbursed at the I.R.S. rate per mile for all miles driven in those regularly assigned duties. This amount shall be payable in the next pay period following such vehicle use after the employee has completed the form required by the District for such reimbursement.

2.4.2 Holidays

2.4.2.1 Bargaining unit employees shall be entitled to the following sixteen (16) paid holidays and any additional holidays required by Education Code Sections 45203 and 45137:

- Independence Day
- Labor Day
- Veterans Day
- The day before Thanksgiving (in lieu of Admission Day)
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Presidents Day
- Memorial Day

2.4.2.1.1 Two (2) local holidays shall be placed in winter break; one (1) before Christmas Eve day and one (1) before New Year's Eve day.

- 2.4.2.2 Bargaining unit employees shall be entitled to the above paid holidays provided they are in paid status during any portion of the work day immediately preceding or succeeding the holiday.
- 2.4.2.3 Bargaining unit employees not assigned to duty during the holiday of December 25 and January 1 shall be paid for those holidays provided they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday.
- 2.4.2.4 When a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. This provision shall be progressive for multi-day holidays.
- 2.4.2.5 The District may grant at its discretion additional holidays to bargaining unit employees when all of the certificated staff are excused from school.
- 2.4.2.6 In the event that the District cancels school due to inclement weather before the student day begins, the District will pay any bargaining unit member who reports to work because he or she was not notified of the cancellation an amount equal to three (3) hours of his regular rate of pay. This does not apply to cancellation after the student day begins.

2.4.3 Vacations (Pursuant to Education Code Section 45197)

- 2.4.3.1 First Year – two weeks (10 days)
Second Year – two weeks (10 days)
Third Year – two weeks (10 days)
Fourth Year – three weeks (15 days)
Fifth Year – three weeks, plus 1 day (16 days)
Sixth Year – three weeks, plus 2 days (17 days) and so on until a maximum of four weeks (20 days) is earned.
- 2.4.3.2 July 1st is the date for starting the year count. Anyone hired after that date would have vacation time prorated for that particular year and their yearly count would not start until the following July 1st
- 2.4.3.3 Vacation may, with the approval of the employer, be taken at any time during the school year.

Employees are encouraged to take vacation time off on non-student days. Employees are also encouraged to submit their vacation request to their site administrator or manager by July 1 of each year.

Those employees who have submitted their vacation request by July 1 and have received District approval will be guaranteed their vacation time off on a first come, first available basis.

If the employee chooses not to take his or her vacation, the amount not taken shall accumulate for use in the next year, up to two (2) years total vacation. After two (2) years vacation has accumulated, the District may require the unit member to take the time off within the year, or be paid in cash, at the option of the District (above the two [2] years total).

2.4.3.4 Vacation shall not become earned and vested until the completion of the initial six (6) months of employment.

2.4.3.5 The employee may be granted vacation during the school year even though not earned at the time the vacation is taken.

2.4.3.6 If an employee is terminated and had been granted vacation which was not earned at the time of the termination of his or her services, the employer shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation taken.

2.4.3.7 Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

2.4.3.8 For regular part-time classified employees of the bargaining unit, the District will provide vacation time as their months worked per year bear to a twelve - (12) month year. Pay for each day of vacation will be as if the employee worked that day.

2.4.4 Medical Insurance Benefits Upon Retirement for Classified Employees other than Paraprofessionals

2.4.4.1 With a minimum of ten (10) years service in the Konocti Unified School District, and retiring from this District through PERS, the following contributions will be made by the District toward the retiree's medical (composite rate) premium:

Ten (10) years service in the District – 50%

Fifteen (15) years service in the District – 75%

Twenty (20) years service in the District – 100%

The plans offered to retired employees shall be supplemental to Medical A & B and other medical benefits available to the retiree.

For those employees hired between July 1, 1991 through June 30, 1994, who are qualified to receive benefits under Section 2.4.4, and retire from the District through PERS, the contributions will be made by the District toward the retiree's medical premium up to age sixty five (65).

Those employees hired after June 30, 1994 will not receive medical insurance benefits under Section 2.4.4.

Years of service for this section shall be based upon full-time service as defined in Sections 2.2.1 and 2.2.2.

2.4.4.2 These benefits shall be prorated for part-time employees based on the average number of hours of the employee's regular assignment during the last three (3) years prior to retirement.

2.4.4.3 The amounts contributed for retirees shall not exceed the amounts contributed for active employees as described in 2.3.1. The prescription drug coverage may be a mail order plan for maintenance drugs only if approved by the carrier. In order to be eligible for the monthly contribution, the retiree must pay, on time each month, the difference (if any) between the contribution and the actual cost of the benefits. Failure to make timely payment may result in the termination of benefits hereunder.

When the retired employee becomes Medicare eligible, the carrier plan will become supplemental to Medicare A & B.

2.4.4.4 Retired employees eligible for District-paid medical benefits may select from the following three (3) options: (the monthly premium for said benefits is understood to be the same as the premium paid by the District for active employees.)

- a. Participate in a current District-paid medical plan.
- b. Select and enroll in own insurance plan. The premium will be paid directly to the selected plan.
- c. Cash payment of the premium, less applicable taxes, to be paid directly to the participant.

2.4.5 Retirement Medical Benefits for Paraprofessionals Only

2.4.5.1 Medical Insurance Benefits Upon Retirement for Paraprofessionals

2.4.5.1.1 With a minimum of ten (10) years of service in the Konocti Unified School District, and retiring from this District, the following contributions will be made by the District toward the retiree's medical (composite rate) premium:

Ten (10) years of service in the District – 50%

Twenty (20) years of service in the District – 100%

2.4.5.1.2 The amount paid for retiree benefits shall not exceed what the district pays for current employees. This amount shall be pro-rated for part-time employees in the same ratio that hours worked is to an eight- (8) hour position.

2.4.5.1.3 Benefits are pro-rated for part-time employees based on the average number of hours of the employee's regular assignment during the last three (3) years prior to retirement.

2.4.5.1.4 Retired employees eligible for district-paid medical benefits may select from the following three (3) options: (the monthly premium for said benefits is understood to be the same as the premium paid by the District for active employees)

2.4.5.1.4.1 Participate in current District-paid medical Plan.

2.4.5.1.4.2 Select and enroll in own insurance plan. The premium will be paid directly to the selected plan.

2.4.5.1.4.3 Cash payment of the premium, less applicable taxes, to be paid directly to the participant.

2.4.5.1.5 This section applies to employees hired before September 15, 1983.

2.4.5.1.6 Retirees hired on or after September 16, 1983 will have the option of continuing health benefits at no cost to the district.

ARTICLE III – LEAVES

3.1. All leaves are granted in compliance with and not in addition to leaves required to be granted by the Education Code.

3.2. Bereavement Leave (Pursuant to Education Code Section 45194)

Bargaining unit members are entitled to a leave of absence not to exceed three (3) days, or five (5) days if travel south of Fresno or out of state travel is required on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from other leaves.

Members of the immediate family, as used in this section, means the mother, stepmother, father, stepfather, grandmother, step-grandmother, grandfather, step-grandfather, or a grandchild or step-grandchild, of the employee, or of the spouse of the employee, or the spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, stepbrother, sister, or stepsister of the employee, or any relative living in the immediate household of the employee or foster parent or foster child approved by the court, or surrogate relative.

3.3. Sick Leave (Pursuant to Education Code Section 45191)

3.3.1 Every classified employee employed five (5) days a week for a full fiscal year by the school district shall be entitled to twelve (12) days leave of absence for illness, injury, or medical or dental care, exclusive of any days he/she is not required to render service to the District, with full pay for a fiscal year of service.

3.3.2 A classified employee, employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that portion of twelve (12) days leave of absence for illness, injury, or medical or dental care as the number of months he/she is employed bears to twelve (12).

3.3.3 A classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that portion of twelve (12) days leave of absence for illness, injury or medical or dental care as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine the proportion of leave of absence for illness or injury to which they are entitled.

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

3.3.5 Credit for sick leave need not be accrued prior to taking such leave and such leave of absence may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days or the appropriate amount to which he/she may be entitled under this contract until the first day of the

calendar month after completion of six (6) months of active service with the District.

3.3.6 If any employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

3.3.7 Any classified employee of any school district who has been an employee of that district for a period of one (1) calendar year or more and who terminates such employment for the sole purpose of accepting a position with the Konocti Unified School District and who subsequently accepts such position, within one (1) year of termination of his/her former employment shall have transferred with him/her to the District the total amount of earned leave of absence for illness or injury to which he/she is entitled under Education Code Section 45191. This transfer shall be made in the same manner as provided for certificated employees.

3.3.8 A classified employee who is a member of PERS whose effective date of retirement is within four (4) months of separation from employment with the District shall be credited for his/her retirement with service credit according to the provisions of Government Code Section 20862.5.

3.3.9 Verification

3.3.9.1 The District shall require and the employee must provide written verification by a physician of the employee's incapacity if the employee has been on sick leave for five (5) or more consecutive days.

3.3.9.2 The District Superintendent may require written verification of the employee's incapacity for less than five (5) days by a physician if he/she has reasonable grounds to believe that verification is appropriate under the circumstances and he/she so notifies the employee on the day for which sick leave is claimed, in person or by certified mail.

3.3.9.2.1 If the District requires the employee to be examined by a physician selected by the District, the District shall pay the cost of the examination fee.

3.3.9.2.2 If the employee is directed to select the physician, the employee shall be reimbursed for out-of-pocket expenses by the employer for the cost of the examination fee (up to a limit of one hundred [100] (dollars), unless the employee is found to have been without physical incapacity.

3.4 Personal Necessity Leave (Pursuant to Education Code Section 45207)

3.4.1 A bargaining unit employee may use no more than ten (10) days of accumulated sick leave per school year in case of personal necessity. Advance notice should be given to the principal/supervisor whenever possible.

3.4.2 For the purposes of this section, “personal necessity” is defined as:

3.4.2.1 Death or serious illness of a member of the employee’s immediate family

3.4.2.2 Accident involving the person or property of the employee, or his/her family

3.4.2.3 An emergency requiring the response, of the employee during normal working hours

3.4.2.4 A court appearance as a litigant.

3.4.2.5 Health care of a family member or other person residing in the household

3.4.2.6 The death of a friend or relative not included in the Bereavement Leave

3.4.2.7 A special ceremony (such as a funeral, wedding, graduation, or honor awarding achievement) of a friend or a family member

3.4.2.8 Five (5) of the days may be taken for compelling personal reasons which cannot be dealt with other than during the employee’s working hours and is not a violation of Paragraph 3.4.3 below.

The employee must complete and sign a form provided by the District specifying the basis for the request.

3.4.2.9 If the Superintendent or his/her designee determines that a life threatening family illness creates unusual and extraordinary circumstances that warrant it, he/she may be granted an additional two (2) personal necessity days per year to be taken from accumulated sick leave upon request. The Board of Trustees may, at its sole discretion, extend these days by resolution in an individual case.

3.4.2.10 The day after an overnight fieldtrip, a driver may use accumulated sick/personal necessity if unable to drive due to Department of Transportation regulations.

3.4.3 For the purposes of this section, “personal necessity” shall not include:

3.4.3.1 Pursuit of business, financial or economic interests of the employee, except under extraordinary circumstances with the advance permission of and at the sole discretion of the District Superintendent.

3.4.3.2 Vacation or other recreational purposes.

3.4.4 Except in the case of circumstances set forth in Section 3.4.2.1, 3.4.2.2, and 3.4.2.9 hereof, advance permission for leave taken pursuant hereto must be obtained from the District Superintendent or designee, who shall have sole discretion to determine whether the request for leave qualifies hereunder. If possible, advance notice of taking leave under Section 3.4.2.1, 3.4.2.2, and 3.4.2.9 shall be given by the employee to the District Superintendent or designee.

3.4.5 Personal necessity leave shall not be used for purposes of strikes, sick outs, blue flus, or other job actions. If the Governing Board determines that personal necessity leave has been taken for such purpose, no salary shall be paid for the days of said leave. It is understood that misuse of personal necessity leave is illegal and may be grounds for disciplinary action.

3.5 Maternity Leave (Pursuant to Education Code Section 45193)

3.5.1 Any classified employee who is required to be absent from duty because she is pregnant, or has miscarried or has given birth, is entitled to an unpaid leave of absence. The length of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee’s physician. Disabilities caused or contributed to by pregnancies, miscarriages, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or permanent disability insurance or sick leave plan available in connection with employment by the school district. Leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, shall be paid leaves of absence to the same extent as leaves for illness, injury or disabilities.

3.5.2 The employee may return to her position with the school district when her attending physician determines that she is able to completely fulfill her assigned duties. A statement from the attending physician verifying the health status of the employee and her ability to return to employment shall accompany the request for reinstatement.

3.5.3 A maternity leave shall not be construed as a break in the continuity of the period of service required for achieving permanent status. The actual time off during a maternity leave, however, shall not be considered as employment nor will the time be counted toward fulfillment of the probationary period.

3.5.4 Probationary employees on maternity leave who have completed seventy-five percent (75%) of the probationary period, exclusive of the leave period, shall have the year's credit toward permanent status.

3.5.5 No credit shall be permitted for time spent on maternity leave including step advancement on the salary schedule for service, unless the employee has completed seventy-five percent (75%) of the full-time working year in which the maternity leave was granted.

3.6 Jury Duty and Court Appearances (Pursuant to Education Code Section 44036)

Leave of absence to serve on a jury shall be granted with no loss in pay provided the employee endorses any jury duty fee received to the District.

3.7 Leave Without Pay

Leave without pay may be granted by the Superintendent or designee for a period not to exceed ten (10) work days. Leaves without pay for greater periods of time may be granted only by Board action.

3.8 Other Leaves

Classified employees may be granted full pay with no salary deduction made for absence due to attendance at a meeting or conference with District permission.

3.9 Industrial Injury Leave (Pursuant to Education Code Section 45192)

The Board of Trustees of the Konocti Unified School District hereby specifically limits the school district liability for industrial accident or illness to the minimum provisions mandated by Education Code Section 45192.

3.9.1 Such leave shall not exceed sixty (60) working days in any one (1) fiscal year for the same accident.

3.9.2 Allowable leave shall not be accumulated from year to year.

3.9.3 Industrial accident or illness leave will commence on first day of absence.

3.9.4 Payment for wages lost on any day shall not, when added to the award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.

3.9.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.

- 3.9.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 3.9.7 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.
- 3.9.8 Classified employees of the Konocti Unified School District who have been continuously employed for a period of six (6) months shall be eligible for the benefits of this leave policy.
- 3.9.9 The period of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 3.9.10 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensation time off or other available leave provided by law or the action of the Governing Board, the employee shall endorse to the District wage loss benefits received under the workers' compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- 3.9.11 When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of funds, in which case the person shall be listed in accordance with the appropriate seniority regulations.
- 3.9.12 An employee who has been placed on a reemployment list as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

3.10 Family Care and Medical Leave

The District shall comply with the Family Care and Medical Leave Act (G.C. 12945.2) for all employees in the bargaining unit regardless of hours worked in the previous year.

3.11 Extended Sick Leave

The District shall comply with Article 3 – DIFFERENTIAL COMPENSATION as defined in Education Code 45196.

3.12 Catastrophic Sick Leave

3.12.1 Employees in the bargaining unit may donate eligible sick leave to any classified employee in the District when that employee or a member of his/her family suffers from a catastrophic illness or injury. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee or a family member for an extended period of time. Eligible sick leave credit shall be granted under the following conditions:

3.12.1.1 The employee presents medical verification (as defined in G.C. 12945.2) for himself/herself or for his/her family member (as defined in G.C. 12945.2) that the need exists. The verification shall define the time of leave needed.

3.12.1.2 The Superintendent or his/her designee has determined that the employee is unable to work due to the employee's or his/her family member's catastrophic illness.

3.12.1.3 The employee has exhausted all accrued paid sick leave, vacation time and compensation time.

3.12.2 In the case where the bargaining unit employee is using catastrophic sick leave for himself/herself, the employee must have applied or be in the process of applying for the wage continuance insurance provided for in this Agreement. The amount of leave allowed in this case is for a maximum of thirty (30) days which is the elimination period provided in the wage continuance insurance.

3.12.3 In the case where the bargaining unit employee is using catastrophic sick leave for the care of a child, spouse or parent as defined in G.C. 12945.2, the number of days used is to be the number of days available in the pool or donated to the employee, but is not to exceed one-hundred eighty-three (183) days within twelve (12) consecutive months.

3.12.4 Employees may donate eligible sick leave in the following manner:

3.12.4.1 For use by a specific classified employee in this district. If the sick leave is not used by that employee, the donating employee shall choose that unused sick leave be:

a. returned to the donating employee,

- b. put into a pool for use by members of classified service including classified confidential and classified management who qualify for catastrophic sick leave under the provisions of this policy.

3.12.4.2 To a pool to be used by members of the bargaining unit who qualify for catastrophic sick leave under the provisions of this policy.

3.12.5 A pool for the donation of sick leave for the use by qualifying bargaining unit employees qualified in this policy shall be created with the following restrictions:

3.12.5.1 Employees may donate up to five (5) days of sick leave per year to the pool to be used by members of this bargaining unit.

3.12.5.2 Sick leave donated to the pool shall stay in the pool.

3.12.6 The following restrictions shall also apply to this catastrophic leave policy:

3.12.6.1 Bargaining unit members using donated sick leave for catastrophic illness/injury of a family member shall have this leave time run concurrent with the twelve (12) week Family Care and Medical Leave Act.

3.12.6.2 Health benefits shall continue during the use of the catastrophic leave policy.

3.12.6.3 Sick leave shall be donated in units of days.

3.12.6.4 Employees shall earn no more than one (1) day's salary during the catastrophic leave.

3.12.6.5 The District is to keep all sick leave donations confidential.

3.13 Any employee using extended sick leave, catastrophic sick leave or family leave who is not able to return to duty after twelve (12) consecutive months will be placed on a thirty-nine (39) month re-employment list.

ARTICLE IV – PROCEDURES FOR FILLING VACANCIES

4.1 When an existing bargaining unit position becomes vacant or a new position is created, the District shall post notice of the job opening for at least five (5) days at each District site during which time employees may apply for the position. This Article does not preclude the District from advertising concurrently outside the District for these five (5) days and for an additional five (5) days.

4.2 The notice of the job opening shall include: job title, the job site, number of hours per day, days per week and months per year assigned to the position and the deadline for filing for

the vacancy. When a new position is posted for the first time, the job description and minimum qualifications shall be attached to the notice of the job opening.

4.2.1 New Employee Orientation/Training: The District shall conduct an orientation/training session for all new hires within the first month of employment.

The District shall provide paid release time for the Union President or Designee and all newly hired classified employees during the first month of hire to attend an orientation development by the District and/or CSEA.

4.3 Any employee in the bargaining unit may file for the vacancy by submitting the District's form for transfer or promotion within the filing period. Any employee on leave or vacation may authorize his/her Job Representative to file on the employee's behalf.

4.4 The position shall be filled in the following order:

4.4.1 To the employee in the class who requests a transfer or an employee in the class family who requests a promotion or demotion under the following guidelines:

4.4.1.1 Definitions in this procedure are:

A class family means a group of positions in related work, i.e. secretaries, custodians, food service workers, paraprofessionals.

Classification and/or class means a general job, i.e. Secretary I, II or III; Cook I, II or III; Custodian I or II; or paraprofessional. A specific job title/position is defined by the specific duties listed on the job description.

4.4.1.2 When only one candidate applies for a position and the administrator determines that candidate to be qualified, the administrator has the option to hold or not to hold an interview. In the event that more than one candidate applies for a position, a committee shall be formed to interview all applicants for transfer or promotion. This committee shall consist of one member of CSEA appointed by their executive council, the site supervisor/director or designated administrator, and one person appointed by mutual agreement between CSEA and the principal/director or designated administrator. The district will notify CSEA in advance for approval of third person. The District Office will conduct a screening of all applications, which may include using the Ventures process, to determine if each applicant meets the initial minimum qualifications for the position.

4.4.1.3 Using a job-specific qualifications checklist devised by the District and Association, the committee shall paper-screen and interview the applications of employee applicants for the position who have applied under 4.4.1 above. The committee will use the consensus

decision making process to decide if one of these applicants is considered above average and should be selected. If the committee cannot reach consensus on selecting an above-average internal applicant, the committee will use the job-specific qualifications checklist to rate all applicants who are employed by the District and proceed to the next step.

The committee will then screen applications and interview applicants who are not included in 4.4.1 above. The committee will then rate these applicants using the same job-specific qualifications checklist. If the selection committee reaches consensus that an applicant not currently employed by the District, or a probationary employee, is considered above average, then the applicant will be selected for the position. If no applicant from this pool is selected for the position, the committee will use the job-specific qualifications checklist and interview score to numerically rank all interviewed applicants in order from highest to lowest. The ranking will be based upon the average of the scores of the individual interview committee members. The highest ranking applicant who meets the standard for the position will be selected for the position. If no applicant attains a rating of three (3) on the job-specific qualifications checklist established by the job description for the position, the position will be re-posted and the process will be repeated.

All applicants selected for a position shall be referred to the supervising administrator for reference and background checks. If the selected applicant satisfactorily passes the reference and background checks, he/she will be offered the position by the supervising administrator. If a selected applicant fails to satisfactorily pass the background and reference check, the next ranked applicant who has attained a rating of three (3) or better on the job-specific qualifications checklist will be selected or the selection process will advance to the next step, whichever is appropriate.

4.4.1.4 Tie-breakers

If an applicant for transfer and an applicant for promotion are equally qualified, the position shall be awarded to the applicant for transfer.

If two (2) applicants for transfer are equally qualified, the position shall be awarded to the applicant with the greatest hire date seniority.

If two (2) applicants for promotion are equally qualified, the employee with the greatest hire date seniority shall be promoted.

- 4.4.1.5 At no time shall the decision of the committee be arbitrary or capricious.
- 4.4.1.6 Within five (5) working days any employee denied a transfer or promotion shall have the right to ascertain the reason for the denial from the supervisor or the committee within ten (10) working days from the request.
- 4.4.1.7 Probationary employees employed less than six months are not eligible for transfer or promotion as it applies to this portion of the Article. However, the employee may apply for the position as described in Section 4.4.2.
- 4.4.1.8 Any employee granted a transfer or promotion shall take a two (2) month leave of absence from his/her position and be placed on probation in his/her new position for two (2) months.
 - 4.4.1.8.1 During that two (2) month period, the employee may return to his/her former position.
 - 4.4.1.8.2 If, during the two (2) month probationary period in the new position, a site supervisor determines that the person transferred or promoted is not successful in the new position, the original interview committee or appointed alternatives shall reconvene to determine if the employee shall be returned to his/her former position. The decision made shall be a majority decision of the committee.
- 4.4.2 Should there be no applications for transfer or promotion, or if the committee determines that those applying for transfer or promotion are not qualified for the position, then the committee shall review the applications of those applying from within the District who are probationary employees, or those who are not in the class family of the open position and those applying from outside the District to select those candidates for interview.
 - 4.4.2.1 Using the job specific qualifications checklist devised by the District and the Association, the committee shall collaboratively determine the candidate with the best qualifications and select the person to fill the position.
 - 4.4.2.2 At no time shall the decision of the committee be arbitrary or capricious.

4.5 Lateral Transfer

4.5.1 A lateral transfer is a move from one District site to another without a change in classification.

4.5.2 In addition to job vacancies, two (2) or more employees in the same classification, (e.g., Custodian I) may request a mutual transfer between sites. Such request must be approved by immediate supervisors affected by the transfer.

4.6. Temporary Job Location Transfer

Employees can be assigned to work in a job location other than the employee's normal work site under the following conditions:

4.6.1 Except in extreme emergencies, such temporary reassignment shall have notification at least twenty-four (24) hours before reassignment begins. Notification shall include starting and probable ending dates of assignment.

4.6.2 Any employee required to work at a job location other than his/her regular site shall be financially reimbursed at the current I.R.S. mileage rate for any actual increase in mileage in the employee's personal vehicle mileage caused by such reassignment. This includes mileage from the regular job site to the new job site if it is required that the employee check in at the regular job site during the work day, and extra mileage from home to the new job site if the employee is to go directly to the new job site and this is farther from his/her home than the regular job site.

4.7 Involuntary Transfer

The District may involuntarily transfer employees only when extraordinary circumstances exist, including a change in enrollment or workloads and to defuse irreconcilable personality conflicts. Involuntary transfers shall not be implemented arbitrarily.

4.8 Medical Transfer

The District shall give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties, provided that medical proof is shown that the person is able to perform the alternate work available and meets all minimum qualifications for the job.

4.8.1 The pay rate for the medically disabled person shall become that of the vacant position to which he/she is assigned. The employee retains the right to refuse such work that is offered, and in so doing does not waive his/her right to other alternate work which may become available within the thirty-nine (39) month reemployment period set forth by law.

4.9 Additional Assignments

- 4.9.1 When an additional assignment/additional work, which is customarily performed by only bargaining unit members, becomes available after the traditional school year, such work shall be available on a voluntary basis for qualified bargaining unit members who are not working at the time. An additional assignment/additional work does not include the type of work done by short-term employees or substitutes.
- 4.9.2 Additional work shall be offered to those who have previously placed their name on the “additional work sign-up list” at the district office. The priority for awarding the additional work to employees on this list shall:
- a. First be those unit employees who are in the applicable job classification
 - b. Second the selection of employees within the job classification will be seniority based, starting from highest seniority to lowest, and picking the job of their choice that is available within their classification
 - c. Third priority to all other unit employees on the additional work sign-up list who are qualified and experienced to do that type of additional assignment

The District may have to make the final determination as to whether an out-of-classification employee is qualified and experienced to do the particular additional assignment. If more than one (1) employee applies in any of the above categories (A, B, or C), being considered, the most qualified shall be selected. If equally qualified, then the District shall use the criteria in this Article to select the employee for the additional work. If the District cannot timely locate the employee selected for the additional work according to A, B and C above, the next qualified employee in line shall be contacted.

- 4.9.3 An employee performing additional work shall receive the same salary and benefits as apply to that work during the regular academic schedule.
- 4.9.4 If an insufficient number of employees within the District apply for the work available, the District shall be free to recruit as needed.

4.10 Layoff and Reemployment

4.10.1 Reason for Layoff

Layoff shall occur only for lack of work and/or for lack of funds as set forth in the Education Code.

4.10.2 Notice of Layoff

The District shall notify both CSEA and the affected employees in writing at least sixty (60) days prior to any planned layoffs. The District and CSEA shall meet no later than two (2) weeks following the receipt of any notices of layoff to review the proposed layoffs and to negotiate the effect of layoff. The District shall meet with affected employees if so requested by the employees prior to the meeting with CSEA to address concerns and employee rights.

Any notice of layoffs shall specify the reason for layoff and identify by name and class the employees designated for layoff.

4.10.3 Reduction in Hours

A reduction in hours does not involve a separation from service. The District shall notify CSEA of any intention it has to reduce the daily, weekly, monthly or annual hours of any position in the bargaining unit in writing and the District and CSEA shall then meet and negotiate both the decision and effect. Any agreement, as a result of the meeting, shall be reduced to writing by the parties involved.

4.10.4 Order of Layoff

Any layoff shall be effected within a class. The order of layoff shall be based on seniority within that classification and higher classes throughout the District. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on the date of hire for the employee in the class plus higher classes. Date of hire means the first date of paid service of a regular employee.

4.10.5 Bumping Rights

An employee to be laid off from his/her position may elect to bump in the following order:

- 4.10.5.1 Bump the least senior employee in the class who works the same number of non-overtime daily and annual hours. If no such position exists;
- 4.10.5.2 Bump the least senior employee in the class working more but most nearly equal non-overtime daily and annual hours. If no such position exists;
- 4.10.5.3 Bump the least senior employee in the class working fewer but most nearly equal daily and annual hours. If no such position exists;
- 4.10.5.4 Bump into any other class – lateral or lower – in which the employee has accrued seniority in that class through prior regular service.

Bumping rights in other classes shall follow the same pattern described above. The employee shall have the right to continue bumping into other classes where he/she has accrued seniority in order to avoid separating from employment until all options above are exhausted.

- 4.10.5.5 Employees who are bumped from their positions by more senior employees are free to exercise their bumping rights in order of seniority. A laid-off employee may not bump more than one other employee, or otherwise combine positions during the bumping process. However, if an employee is laid off or bumped from more than one position, bumping rights may be exercised for each position. Employees who exercise their bumping rights retain full re-employment rights to the class and daily/annual hours held at the time of layoff.

Employees who decline to exercise bumping rights likewise retain their full re-employment rights. An employee who bumps into another class retains the salary step for years in the district and longevity in Appendix A-2 enjoyed in the current class.

4.10.6 Layoff in Lieu of Bumping

Any employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

4.10.7 Equal Seniority

If two (2) or more employees subject to layoff have equal classification seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be equal, the determination shall be by lot.

4.10.8 Reemployment Rights

Laid off persons are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff.

4.10.9 Voluntary Demotion or Voluntary Reduction in Hours

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available for an additional period of twenty-four (24) months, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

4.10.10 Upon request, the District shall provide to the Association an updated seniority roster once per year and upon the announcement of a layoff by the District.

4.10.11 Employee Notification to the District

An employee shall notify the district of his/her intent to accept or refuse reemployment within ten (10) calendar days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) days following receipt of the reemployment notice. If an employee is offered reemployment in his/her original classification and fails to accept it, he/she will have lost all reemployment rights.

4.10.12 Reemployment in Highest Class

Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

4.10.13 Improper Layoff

An employee who is improperly laid off shall be reemployed immediately upon discovery of the error. An employee is determined to be improperly laid off if a forty-five (45) day notice is not given, a mistake in seniority is made and the employee would not have been laid off, or displacement rights were not given. If such an error is made because of an error in seniority computation, the employee will be reimbursed for all lost salary and benefits for up to two (2) months if the employee files a claim within the two (2) month period.

4.11 Backfilling

The purpose of this section is to provide opportunities for employees to temporarily increase their number of hours of work, temporarily increase their wages, and/or acquire experience in a different job assignment.

4.11.1 When the District determines to fill a position held by an employee who is absent from work for a period of time known by the District to last sixty (60) working days or longer, the District shall post the temporarily vacant position promptly, but in no event later than ten (10) working days after the District has received notification and/or confirmation of the duration of absence.

4.11.2 The District will use the procedure outlined in "Promotion 4.4" in filling the temporary vacancy.

4.11.3 Any employee filling such temporary positions shall be returned to their regular position after the return of the employee on leave.

4.12 Placing Newly Created Positions Into the Appropriate Bargaining Unit

4.12.1 The District shall notify CSEA of the creation of any new position.

4.12.2 CSEA shall notify the District of their recommendation of the correct bargaining unit placement of a newly created position within ten (10) working days.

4.12.3 The District will make the decision of bargaining unit placement of a newly created position after conferring with CSEA.

4.12.4 The Board of Trustees will make the final decision as to any appeals to the placement of a newly created position in a bargaining unit.

4.13 Contracting Out

The District will not contract out work that is customarily and routinely performed by bargaining unit employees except for those situations where the District does not have special equipment, or for short term or special projects, and in the cases of emergency.

ARTICLE V – CONTRACTUAL GRIEVANCE PROCEDURE

GRIEVANCE FORMS A THROUGH E ARE ATTACHED TO THIS AGREEMENT

5.1 Definitions

5.1.1 A “grievance” is a claim by CSEA or by one (1) or more of the persons covered by this Agreement that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement which adversely affects one (1) or more bargaining unit employees.

5.1.2 A “grievant” is the person or persons, including CSEA or representatives thereof, making the claim.

5.1.3 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.

5.1.4 A “conferee” is a person chosen to sit in on the procedure as an aide in a grievance situation.

5.1.5 A “day” is that day in which the central administrative office of the district is open for business.

5.2 Informal Resolution of Problems

The grievant wishing to proceed informally shall commence the informal procedures at the lowest level and proceed through channels. If the grievant is not satisfied with the informal resolution of the grievance at the lowest level, he/she may then proceed to the

next level. However, he/she will notify the immediate supervisor that he/she is going to seek informal resolution of the grievance with the Superintendent. There shall be no right to proceed informally before the Board of Trustees.

Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by CSEA, provided that the adjustment is not inconsistent with the terms of this Agreement.

If the problem is not resolved, then the following procedures may be involved:

5.3 Formal Written Procedure – Step 1

5.3.1 The employee shall file, in writing, Grievance Form A with the supervisor within thirty (30) days of the alleged violation. This statement shall be a clear, concise statement of the grievance, the specific section of this Collective Bargaining Agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, if any, and the specific remedy sought.

5.3.2 The immediate supervisor shall respond (Grievance Form B) in writing to the employee's grievance within ten (10) days after the date of receipt of such grievance. The failure of the immediate supervisor to respond shall be deemed to be a negative decision. If the immediate supervisor fails to respond or if the grievant deems the response unsatisfactory, the grievance may be taken to Step 2. Failure by the grievant to appeal a decision within the specific time shall be deemed an acceptance of the decision.

5.3.3 The immediate supervisor shall transmit a copy of the grievance and the proposed response to CSEA. CSEA may file a written response within ten (10) days of mailing of the documents. The immediate supervisor shall issue his/her final decision within five (5) days after receipt of the response or the running of ten (10) days, whichever is sooner.

5.4 First Appeal Procedure – Step 2

5.4.1 If the alleged grievance has not been resolved in Step 1, the grievant, within ten (10) days after completion of Step 1, may submit the written grievance (Grievance Form C) to the Superintendent for resolution.

5.4.2 The Superintendent or designee shall hold a meeting (within five [5] days after the date of receipt of Form C) with the grievant who may have conferees present to help in resolving the grievance. The Superintendent or designee may also have conferees present.

5.4.3 A response in writing (Grievance Form D) shall be transmitted to the grievant ten (10) days after the initial meeting. The failure of the Superintendent to respond shall be deemed a negative decision. If the Superintendent or designee fails to

respond, or if the grievant deems the response unsatisfactory, the Grievance may be taken to Step 3. Failure by a grievant to appeal a decision within the specific time limits shall be deemed an acceptance of the decision.

5.4.4 The Superintendent shall transmit a copy of the grievance and the response to CSEA. CSEA may file a response within ten (10) days after mailing of the documents. The Superintendent shall issue his/her final decision within five (5) days after the receipt of the response or the running of ten (10) days, whichever is first.

5.5 Final Appeal Procedure – Step 3

5.5.1 The grievant may appeal the Step 2 decision of the Board of Trustees in writing (Grievance Form E) within ten (10) working days after receiving the decision in Step 2. A copy of the appeal shall be furnished to the Superintendent who shall furnish a final report to the Board of Trustees. This report shall include (a) the grievant's statement of complaint; (b) other pertinent materials; and (c) reports of the findings and opinions of all other levels (Forms A through D). Failure by a grievant to appeal the decision within the specific time limits shall be deemed an acceptance of the decisions.

5.5.1.1 If the employee, with the approval of CSEA, in his/her written appeal as provided in paragraph 5.5 above, requests advisory arbitration, then the following procedure shall be used.

5.5.1.1.1 An arbitrator shall be chosen by mutual consent of the District and CSEA.

5.5.1.1.2 Costs of the arbitration, not of the individual costs of the parties, shall be shared equally between the District and CSEA.

5.5.1.1.3 The Superintendent shall furnish a full report to the arbitrator to include (a) the employee's statement of complaint; (b) other pertinent materials; and (c) reports of the findings and opinions of all other levels (Forms A through E).

5.5.1.1.4 The advisory arbitrator shall render an advisory decision which shall then be submitted to the Board of Trustees for final decision pursuant to 5.5.1.1.5 below.

5.5.1.1.5 The Board of Trustees shall render a decision within two (2) regular board meetings at which the appeal is received. The decision of the Board shall be communicated in writing to the grievant.

5.5.1.2 If advisory arbitration is not requested:

- 5.5.1.2.1 The employee may appeal the Step 2 decision to the Board of Trustees in writing (Grievance Form E), instead of going through advisory arbitration. A copy of the appeal shall be furnished to the Superintendent. This appeal is to be made within ten (10) working days after receiving the decision of Step 2. Failure by a grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- 5.5.1.2.2 Upon receipt of the appeal, the Superintendent shall furnish a full report to the Board of Trustees. This report shall include (a) the employee's statement of complaint; (b) other pertinent materials; and (c) reports of the findings and opinions of all other levels (Forms A through D).
- 5.5.1.2.3 The Board of Trustees shall grant a hearing at the next meeting for which the item may be placed on the agenda according to law. The Board of Trustees shall render a decision within two (2) regular board meetings after receiving the appeal which shall be communicated in writing to the employee with copies to the Superintendent and appropriate supervisor.
- 5.5.1.3 The employee may be represented by CSEA in his/her appeal to the Board of Trustees.
- 5.5.1.4 The decision of the Board of Trustees shall be binding, except that the rights of the grievant to court proceedings are not to be abrogated by the decision of the Board of Trustees.

5.6 Grieving Provisions

- 5.6.1 Employees instituting or processing the formal grievance procedures shall do so outside their regular working hours.
- 5.6.2 All proceedings shall be confidential and once instituted shall not be made public without the agreement of all parties except for proceedings which are required by law to be open to the public.
- 5.6.3 Each of the parties shall be entitled to two (2) conferees.
- 5.6.4 While the grievance procedure is being pursued, the district's resolution of the existing problem shall be followed until a final decision of the matter is reached.

- 5.6.5 Should the Board of Trustees wish to consider any decision of an immediate supervisor or the Superintendent which has become final, it may order the decision vacated and the proceedings before the Board of Trustees of Step 3 commenced.
- 5.6.6 The District and CSEA shall follow state law with respect to release time for the processing of grievances.
- 5.6.7 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

ARTICLE VI – DISCIPLINARY PROCEDURES

- 6.1 Probationary employees and other non-permanent classified employees may be disciplined at the sole discretion of the District. The probationary period shall be one (1) year. Probationary employees and other non-permanent classified employees are not covered by any other provisions of this Article.
- 6.2 Cause for Discipline
 - 6.2.1 A permanent classified employee may be disciplined by the District for cause. The term “discipline” for the purposes of this Article specifically does not include adverse or negative evaluations, warnings, written or oral reprimands, directives and the implementation of other Articles of this Agreement or other employment policies, such as the denial of any leave. The term “discipline” also does not include a layoff for lack of work or lack of funds, or a voluntary demotion in lieu thereof.
 - 6.2.2 No employee in the bargaining unit shall be unlawfully disciplined because of his/her political or religious acts or opinions or affiliations, or the race, color, sex, national origin or ancestry, or marital status or affiliations with employee organizations.
 - 6.2.3 Discipline shall be imposed upon a permanent classified employee only pursuant to this Article and pertinent law(s). No disciplinary action shall be taken 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 employee when it could have been reasonably assumed that the employee should have disclosed the facts to the District. A permanent employee is one who has completed an initial probationary period of one (1) year beyond the initial date of employment by the District and is referred to in this procedure as an employee.
- 6.3 Any employee charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to Education Code Section 44001, may be placed upon compulsory leave of absence pending a final disposition of such charges, as provided by law.

6.4 Types of Disciplinary Action

6.4.1 Demotion

An employee may be demoted to a lower salary classification for cause and in accordance with this procedure.

6.4.2 Suspension

An employee may be suspended for cause in accordance with this procedure, for a period of up to thirty (30) days without pay.

6.4.3 Dismissal

An employee may be dismissed for cause and in accordance with this procedure.

6.5 A permanent employee may have disciplinary action taken for cause, including but not limited to, the following:

6.5.1 Abandonment of his/her position;

6.5.2 Demonstrable incompetency or inefficiency in the performance of the duties of his/her position.

6.5.3 Insubordination, including the refusal to perform assigned duties or the refusal to obey a lawful directive from a supervisor;

6.5.4 Neglect of duty or negligence in the performance of assigned duties;

6.5.5 Intoxication while on duty, drinking or possession of alcoholic beverages on the job;

6.5.6 Illegal use, possession, sale or otherwise furnishing or being under the influence of any controlled substance as defined by Health and Safety Code Section 11007 and Education Code Section 44011;

6.5.7 Conviction of a sex offense as defined in the Education Code Section 44010 and Section 45124;

6.5.8 Conviction of a narcotic offense as defined in the Education and Penal Codes;

6.5.9 Willful violation of District policy and regulations or of an order given by the employee's immediate supervisor or by a District administrator;

6.5.10 Negligent or willful damage to District property;

6.5.11 Dishonesty;

- 6.5.12 Repeated unexcused tardiness or absences;
 - 6.5.13 Discourteous, offensive, or abusive conduct, language, or treatment of the public, fellow employees or pupils;
 - 6.5.14 Evident unfitness for service;
 - 6.5.15 Failure to maintain licenses or certificates required for the position;
 - 6.5.16 Misappropriation of District funds or property;
 - 6.5.17 Conviction of any felony or any crime involving moral turpitude;
 - 6.5.18 Abuse of any leave;
 - 6.5.19 Intentionally falsifying information supplied to the District for official records, including, but not limited to, information supplied on application forms, employment records, or any other District records;
 - 6.5.20 Persistent violation or refusal to obey safety rules and regulations made applicable to public schools by the Governing Board or by any appropriate federal, state or local government agency;
 - 6.5.21 Offering of anything of value or offering any service in exchange for special treatment in connection with the classified employee's assigned duties, 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;
- 6.6 Prior to the taking of discipline, the Superintendent or designee shall give written notice to the classified employee. This written notice of proposed disciplinary action shall be served by certified mail or personal delivery to the classified employee at least ten (10) calendar days prior to the date when discipline may be imposed. In emergency situations where it is deemed appropriate to remove the classified employee immediately, the classified employee shall not lose compensation prior to the date when discipline may commence.
- 6.7 The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed complete on the date of the mailing. The contents of the written notice shall include at least the following:
- 6.7.1 A statement in ordinary and concise language of the specific actions and omissions upon which the proposed disciplinary action is based. Such statement may incorporate by reference the acts and omissions described in attached memoranda or other attached documents.
 - 6.7.2 The specific disciplinary action proposed.
 - 6.7.3 The cause(s) or reason(s) for the specific disciplinary action proposed.

- 6.7.4 A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
- 6.7.5 A statement that the classified employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) calendar days following the date the written notice was served.
- 6.7.6 A statement that the classified employee, upon request, is entitled to appear personally before the Superintendent or designee regarding the matters raised in the written notice prior to the end of the ten (10) calendar days following the date the written notice was served. At such meeting, the classified employee shall be granted a reasonable opportunity to make any representations the classified employee believes are relevant to the case.
- 6.7.7 A statement that the classified employee, upon written request, is entitled to an evidentiary hearing before the Board of Trustees or a hearing officer designated by the Board of Trustees before any disciplinary action is final. A statement that the proposed disciplinary action may commence after the ten (10) calendar days following the date the written notice was served. A statement that no evidentiary hearing shall be held unless notice is delivered to the Superintendent or designee within five (5) work days after the date the written notice of proposed disciplinary action was served.
- 6.7.8 Attached or enclosed with the written notice of proposed disciplinary action shall be a card or paper, the signing and filing of which shall constitute a demand for a hearing and a denial of all charges.
- 6.8 An employee facing discipline as defined above may be represented by a lawful representative at a disciplinary conference or hearing held pursuant to this policy. The employee or his/her authorized representative may, upon request, have copies of the material upon which the charges are based.
- 6.9 The classified employee shall receive an evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent or designee within five (5) work days after service of the written notice of proposed disciplinary action. In the absence of a timely demand for a hearing, the Board of Trustees may act upon the proposed disciplinary action after the time period for hearing demand has expired.
 - 6.9.1 The hearing normally will be held before the Board of Trustees, or a hearing officer designated by the Board of Trustees, within forty-five (45) days of the hearing demand. The classified employee shall have a right to appear in person, with counsel or such other lawful representative as determined by the classified employee. The District will have the burden of proof and shall first present evidence. Normal procedures shall be followed, i.e., charging party presentation,

defense cross-examination, defense presentation, charging party cross-examination and rebuttal evidence from each party.

- 6.9.2 The Board of Trustees' determination of the sufficiency of the cause for disciplinary action shall be conclusive in all cases.
- 6.9.3 The Board of Trustees shall determine whether to conduct the hearing itself or whether to appoint a hearing officer who shall conduct a hearing and prepare proposed findings of fact and conclusions and present a recommended decision.
- 6.9.4 The Board of Trustees or the hearing officer shall set the matter for hearing and shall give the employee at least ten (10) business days notice in writing of the date, time, and place of the hearing.
- 6.9.5 The hearing shall be in closed session, unless a public hearing is requested by the employee in writing no less than five (5) business days before the hearing.
- 6.9.6 The employee shall have the right to personally appear and testify under oath, to call, or through his/her representative, call witnesses to testify, examine and/or cross-examine all witnesses appearing. Witnesses shall be called individually and excused after testifying, if so requested by the employer or employee.
- 6.9.7 A stenographic or tape-recorded record of all hearings shall be made. The District shall bear the cost of having the hearing recorded, unless CSEA demands a stenographic record, in which case the cost will be shared equally. Such demand must be presented in writing at least five(5) workdays prior to the hearing. Transcripts of the hearing shall be furnished to either party on payment of the cost of preparing such transcripts.
- 6.9.8 All costs of a hearing officer shall be borne by the District. All other expenses shall be borne by the party incurring them.
- 6.9.9 The Board of Trustees shall render a decision as soon as possible after the hearing is completed, and adopt a written decision within thirty (30) days of rendering the decision.
- 6.9.10 A copy of the written decision by the Board of Trustees shall be sent to the employee and his/her representative no later than five (5) work days after it is adopted. The decision shall include findings of fact and determination of issues by the Governing Board.

ARTICLE VII – PROVISIONS FOR BUS DRIVERS

- 7.1 Assignment of bus routes will be done on a "bid" basis with the most senior driver being awarded the assignment.

- 7.1.1 All routes will be opened for bid on an annual basis on a date to be mutually agreed on by CSEA and the District.
- 7.1.2 Bus route times will reflect an actual evaluation of the time and number of stops needed to complete the route and not be revised on an arbitrary basis.
- 7.1.3 During the school year, routes will be re-bid if a route changes by more than thirty (30) minutes.

7.2 Assignments to drive field trips by contracted drivers will be done on a rotation system with the most senior driver that wishes to drive for field trips being asked first. (For purposes of this section, only years driven in the District are counted toward driver seniority.) The criteria for field trip assignments will be the annual accumulation of field trip hours to be kept equal as possible. Senior drivers of the District will be issued over-night trips first.

7.3. Drug and Alcohol Testing Procedure

7.3.1 Policy Statement

Employees of the Konocti Unified School District are expected to render service without being impaired or under the influence of alcohol or drugs of any kind. The safety and health of students, staff and the public require that every reasonable precaution be taken to discourage substance abuse and prevent impaired individuals from rendering service to the District.

It shall be the policy of the District to comply with the Drug Free Work Place Act and Title 49, CFR Parts 382, 391, 392 and 395 which specifically outline the Federal Omnibus Employee Testing Act of 1991.

The District will comply by contracting for oversight with a professional drug and alcohol testing management company, or by joining a consortium of local school districts to provide for such oversight. All safety-sensitive employees shall be subject to testing. Safety-sensitive employees are those District employees required to have a Class 2 or Class 1 (Commercial) California Driver's License to fulfill their job.

7.3.2 Types of Testing

Testing will be for alcohol and controlled substances at the following times:

1. Pre-employment screening
2. Post-accident – where accident is defined to be: Any accident where there is injury, death, or there is seven-hundred and fifty dollars (\$750) or more property damage, or a vehicle is towed as a result of the accident, or the driver is cited by a California Highway Patrol officer.

3. Random testing – To be the percentage amount as indicated by the Department of Transportation (DOT) regulations of the total number of employees for alcohol and drug testing, to be randomly selected by the company providing oversight on an annual basis.
4. Reasonable suspicion testing – A properly trained supervisor may require an employee to submit to an alcohol or a drug test for controlled substances when, in the supervisor’s objective determination, there exists reasonable suspicion that the employee may be impaired when the employee is on duty or reporting for duty. This test shall not be required by a supervisor arbitrarily or capriciously.
5. Return-to-duty/follow-up testing – The District shall ensure, before an employee who has tested positive for an alcohol level 0.02 or higher, or the presence of a controlled substance(s) returns to duty, that the employee has undergone treatment, and shall undergo a return-to-duty test for alcohol and/or drugs. An employee who has undergone treatment for alcohol misuse or controlled substance use, and has had a negative result on a return-to-work test shall also be subject to unannounced follow-up alcohol and/or drug testing, in accordance with the provisions of 382.605(c)(2)(ii).

7.3.3 Testing for Alcohol

All employees of the District in safety-sensitive positions shall be subject to testing for alcohol use. All employees of the District will be prohibited from the use of any alcohol for four (4) hours prior to rendering safety-sensitive service to the District. After an accident, the employee is prohibited from using alcohol for a period of eight (8) hours, or until a test is done, whichever is first. The employee must be tested for alcohol use within eight (8) hours of the accident. Any employee testing positive for an alcohol blood level of 0.02 or higher will be prohibited from rendering safety-sensitive service to the District.

7.3.4 Alcohol Testing Procedure

Alcohol testing will be accomplished by using evidential breath testing devices (EBT) approved by the National High Traffic Safety Administration (NHTSA). The breath alcohol testing technicians will be provided by the testing management company that the District or a consortium of school districts will contract with, and will not be District employees. The contracting testing management company will be responsible for testing procedures that ensure accuracy, reliability and confidentiality of test results. These procedures shall include training and proficiency requirements for the breath alcohol testing technicians, quality assurance plans for the evidential breath testing devices, including calibration of the EBT’s. The EBT’s used shall print out the results, date and time, a sequential test number, and the type and serial number of the EBT. To ensure the reliability of the

test results all EBT's used shall be calibrated for accuracy, and a record shall be kept of the calibration test which the employee will be able to inspect.

An employee testing positive for an alcohol blood level of 0.02 or higher will be tested again to verify the initial reading. If post-accident testing, the employee may request a blood test be taken. The employee requesting a blood test may be sent to a medical facility to have the blood drawn.

7.3.5 Testing for Controlled Substances

All employees of the District in safety-sensitive positions shall be subject to testing for use of controlled substances (drugs). Drug testing will be accomplished by analysis of a sample of the employee's urine conducted at a Department of Health and Human Services (DHHS) certified laboratory. All urine specimens will be analyzed only for the following drugs, using Enzyme Multiplied Immunoassay Technique (EMIT) screen test as a following nanograms/milliliter screening levels:

- | | |
|-------------------------------|------------|
| 1. Marijuana (THC metabolite) | 50 ng/ml |
| 2. Cocaine | 300 ng/ml |
| 3. Amphetamines | 1000 ng/ml |
| 4. Opiates (including heroin) | 300 ng/ml |
| 5. Phencyclidine (PCP) | 25 ng/ml |

Each employee's urine sample will be subdivided into two (2) bottles labeled as "primary" and "split" specimens. Only the primary specimen will be opened and used for urinalysis. The split specimen bottle will remain sealed and will be stored at the laboratory. If the analysis of the primary specimen shows the presence of an illegal controlled substance, the employee shall be notified by the Medical Review Officer (MRO), and will have seventy-two (72) hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.

If the drug screening test(s) indicate(s) the presence of one (1) or more of listed drugs, then a confirmation test will be performed for each identified drug using state-of-the-art gas chromatography/mass spectrometry (GC/MS) analysis, at the following nanograms/milliliter screening levels:

- | | |
|---------------------------------|-----------|
| 1. Marijuana (THC metabolite) | 15 ng/ml |
| 2. Cocaine | 150 ng/ml |
| 3. Amphetamines/Methamphetamine | 500 ng/ml |
| 4. Opiates (including heroin) | 300 ng/ml |
| 5. Phencyclidine (PCP) | 25 ng/ml |

7.3.6 Chain of Custody Procedures

The parties recognize that the key to chain of custody integrity is the immediate sealing and labeling of the specimens in the presence of the tested employee. The transportation container and the specimen containers must be received

undamaged at the laboratory properly sealed, labeled, and initialed, consistent with DOT regulations, and certified by the laboratory. Therefore, the District may take disciplinary action against an employee based only upon properly obtained laboratory samples.

All specimens collected for drug testing shall follow the Department of Health and Human Services/Department of Transportation (DHHS/DOT) specimen collection procedures. At the time specimens are collected for any drug testing, the employee shall be given a copy of the specimen collection procedures. Urine specimens shall be collected directly into a wide-mouthed single-use specimen container which shall be sealed in shrink-wrap when received by the employee. The specimens are to remain in full view of the employee until they are transferred to tamper-resistant urine sample bottles, and then sealed and labeled in the presence of the employee. As per DOT regulations, it is the employee's responsibility to initial the specimen containers after labeling. After the specimen containers are labeled and initialed, they shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The employee has the responsibility to initial the transportation container. The specimen samples shall then be sent to a Department of Health and Human Services (DHHS) certified laboratory on the same day, or the next normal business day, by the fastest available method.

7.3.7 Reporting Test Results

All drug test results will be reviewed and interpreted by a physician (Medical Review Officer [MRO]). If the laboratory reports a positive result to the MRO, the MRO will contact the employee in person or by telephone, and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that it is legitimate medical use of the prohibited drug, the drug test result is reported as negative to the District. In all cases, the MRO will maintain confidentiality and will report only those test results that are reviewed with the employee for medical explanation, directly to the Drug Program Manager. All positive test results found to be valid by the MRO will be reported by the District to the Department of Motor Vehicles.

7.3.8 Consequences

An employee shall immediately be placed upon an unpaid leave if the employee tests positive for controlled substance(s) or for a blood alcohol level of 0.02 or higher, or for refusal to submit to an alcohol or drug test. Refusal to submit includes an employee that engages in conduct that clearly obstructs the testing process including, but not limited to, not submitting to a return to duty test within five (5) working days of having been certified able to return to work for their substance abuse professional.

The first time an employee tests positive for controlled substance(s) or for a blood alcohol level of 0.02 or higher:

1. The employee shall be referred to a substance abuse professional for evaluation.
2. The person will be allowed to participate in a rehabilitation program at their own expense.
3. After the employee has successfully completed the rehabilitation program and/or has been certified by their substance abuse professional as able to return to work, the employee shall undergo a return-to-duty test, and will be subject to unannounced follow-up alcohol and/or drug testing.

Employees will be subject to dismissal under Article VI of this Agreement for any of the following:

1. Refusal to submit to an alcohol or drug test.
2. Testing positive for controlled substance(s) a second time
3. Testing positive with a blood alcohol level of 0.02 or higher the second time.
4. Being involved in an accident causing injury, death, or property damage (of two-hundred and fifty dollars [\$250] or more), or a vehicle is towed, or the driver is cited by the California High Patrol (CHP) officer and then testing positive in a post-accident test for controlled substance(s), or for a blood alcohol level of 0.02 or higher.
5. Refusing to submit to a return-to-duty test within five (5) working days of having been certified able to return to work by the substance abuse professional.

7.3.9 Federal and State Laws Prevail

The parties understand that Federal and State laws prevail over any conflicting provisions of this Agreement.

7.4 Overnight Fieldtrips

- 7.4.1 A driver shall receive overtime pay after eight (8) hours driving for the first day of the overnight fieldtrip. A flat rate of fifty dollars (\$50) shall be paid per night for overnight fieldtrips in addition to their hourly stand-by time.
- 7.4.2 If required to be at the fieldtrip site, the driver will be on standby time and will be compensated on an hourly basis above the flat rate of fifty dollars (\$50) per night. Otherwise, the driver will be available on-call at all times and will have a response

time of twenty (20) minutes or less. On-call time is not compensated on an hourly basis. The driver shall know in advance the amount of standby and on-call time prior to signing up for the overnight fieldtrip.

7.4.3 The day after an overnight fieldtrip, a driver may use accumulated sick/personal necessity if unable to driver due to Department of Transportation regulations.

7.5 Bus drivers will be reimbursed after one (1) year of employment for initial required costs incurred by the driver for certification.

ARTICLE VIII – PARENT COMPLAINT PROCEDURE (Pursuant to Education Code Section 35160.5 (a)(3))

8.1 Parents or guardians of pupils enrolled in the District may present informal (oral) and/or formal (written) complaints regarding members of the bargaining unit to the District. Parents or guardians should be encouraged to present informal (oral) complaints first with the employee who is the subject of the complaint, or with that employee’s immediate supervisor, prior to presenting any formal (written) complaint to the District.

8.2. Informal (Oral) Complaints

No record of any informal (oral) complaint shall be placed in the personnel file of a member of the bargaining unit unless:

8.2.1 The employee’s immediate supervisor or designee conducts an investigation about the complaint. Such investigation may include a conference with the complainant, a District representative, the employee, and the employee’s representative.

8.2.2 The member of the bargaining unit has been given prior notice of the informal (oral) complaint and any record to be filed such that the member of the bargaining unit has a reasonable opportunity (ten [10] calendar days) to present relevant information to his/her immediate supervisor or the Assistant Superintendent.

8.3 Formal (Written Complaints)

The District shall forward within ten (10) calendar days to the member of the bargaining unit any formal (written) complaint regarding that member. A member of the bargaining unit shall forward within ten (10) calendar days to the immediate supervisor any formal (written) complaint received by the member regarding that member. No record of any formal (written) complaint itself shall be placed in the personnel file of a member of the bargaining unit unless:

8.3.1 The employee’s immediate supervisor, the Assistant Superintendent or designee conducts an investigation about the complaint. Such investigation may include a conference with the complainant, a District representative, the employee, and the employee’s representative.

- 8.3.2 The member of the bargaining unit has been given prior notice of the formal (written) complaint and any record to be filed such that the member of the bargaining unit has a reasonable opportunity (ten [10] calendar days) to present relevant information to his/her immediate supervisor or the Assistant Superintendent.
- 8.4 No record of any complaint shall be kept if an investigation by the District shows that the complaint has no merit, and/or the District believes that no record shall be maintained.
- 8.5 Anonymous complaints shall not be processed pursuant to the provisions of this section.
- 8.6 The provisions of this section shall be interpreted as policies pursuant to the requirements of Section 35160.5 (a)(3) of the Education Code.

ARTICLE IX – PERSONNEL FILES

- 9.1 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
- 9.2 Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 9.3 Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- 9.4 Information of a derogatory nature, except material mentioned in Section 9.2 above, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. The employee may, upon request, meet with his/her immediate supervisor to discuss such derogatory statement. The employee shall have ten (10) working days to submit the aforementioned comments to the District.
- 9.5 All information placed in personnel files shall be dated.

ARTICLE X – EVALUATION PROCEDURE

- 10.1 All newly hired bargaining unit employees and all bargaining unit employees upon receiving a transfer to another classification/range shall be evaluated on a form developed by the District in consultation with CSEA during the probationary period. It is required that new employees be evaluated within the third and sixth months of their probation.

If an employee's position and/or administrator has not been changed, the employee must receive an evaluation at least once in two (2) years. The change of an administrator or the transfer or promotion of an employee requires an evaluation no later than twelve (12) months after the change, transfer, or promotion. This does not preclude the administrator from giving annual evaluations.

If an employee receives an overall evaluation score of one (1) or two (2), a follow-up evaluation is required within three (3) months after the initial evaluation.

Evaluation is an ongoing process to review the employee's job performance. One function is to make recommendations for improvement in appropriate areas. Another function is to detail job performance in the event that an employee requests a transfer/promotion to a job vacancy or new position in the District.

- 10.2 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Any negative evaluation shall contain specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any negative evaluation and attach a written response to the evaluation.
- 10.3 Any employee in the bargaining unit shall have the right to utilize the grievance procedure provided in this Agreement for resolving any disputes under this Article, other than a dispute related to or arising out of the judgment, opinion, or conclusions of an evaluator.
- 10.4 Under normal circumstances, an incident which forms the basis for a negative evaluation shall be brought to the attention of the employee within a reasonable time after the incident occurs or is discovered by the evaluator. This reasonable time shall be no more than ten (10) working days.

ARTICLE XI – MANAGEMENT RIGHTS

- 11.1 It is understood and agreed that the District retains 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 rights to determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, repair, maintain or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, layoff, terminate and discipline employees.

- 11.2 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 conformity with law, and shall not be subject to the Grievance Procedure of this Agreement, or subject to the meet and negotiate process.
- 11.3 The District retains its right to amend, modify or rescind this Agreement in cases of emergency. The determination of whether or not an emergency exists shall be made in good faith and is solely within the discretion of the Board of Trustees, the Superintendent or designee. An emergency is defined as an unusual set of circumstances which creates a reasonable likelihood of damage to person or property or disruption or interference with the operation of the District unless action is taken. The action will be limited to the duration of the emergency.

ARTICLE XII – SAVINGS PROVISIONS

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XIII – TERM OF AGREEMENT

- 13.1 This agreement shall be in full force and effect from July 1, 2016 through June 30, 2019.
- 13.2 In the second and third year of this agreement Article II will be automatically re-opened. For the term of the Agreement, either party may give written notice to the other party of its desire to re-open one other Article of each party's choice.
- 13.3 Re-opener proposals shall be submitted on for before May 1 of each year.
- 13.4 No individual contracts shall be entered into by an employee and the District unless negotiated by CSEA, and shall not be contrary to the provisions of this Agreement.
- 13.5 This document comprises the entire Agreement between the District and CSEA on the matters within the lawful scope of negotiations except as otherwise noted within this Agreement. Neither the District nor CSEA shall have further obligation to meet and negotiate during the term of this Agreement on any subject whether or not said subject is covered by this Agreement except as provided by this Agreement.

ARTICLE XIV – DISTRIBUTION OF CONTRACT

CSEA, Konocti Chapter 12 agrees to distribute a copy of this Agreement and any amendments to each bargaining unit employee. The District agrees to pay for the costs of printing this Agreement.

ARTICLE XV – PROFESSIONAL GROWTH

15.1 Purpose

The purpose of a Professional Growth Program is to improve the standard of the classified service and open professional advancement opportunities in District employment for unit members.

15.2 Eligibility

Eligibility for participation in the Professional Growth Program is open to all unit members.

15.3 Coursework Criteria

15.3.1 The subject matter of coursework must be related to job classifications presently approved by the Board of Trustees. Coursework to be applied to increments must be approved and related to the employee's job family or be a part of the pre-approved core.

15.3.1.1 The pre-approved core is as follows:

Computer classes, bilingual classes, sign language classes, Restraint and conflict resolution Renewal credit, no more than once a year. First Aide Certificated-credit one time only. Renewal credit no more than once a year. Cardiopulmonary Resuscitation Certificate (CPR)-credit one (1) time only. Renewal credit no more than once every three (3) years.

15.3.2 All course requests and step advancements must receive approval in advance. (Use Professional Growth Approval form.) A Professional Growth Approval request may be filed at any time. Any first aid or CPR course which deals with the safety of students, and which is beyond the regular job requirements, will count towards unit credit. Recertification of first aid or CPR certificates will also count towards unit credit.

15.3.3 Employees may appeal an initial decision. The employee would first make a personal appeal to the Assistant Superintendent. If unable to reach agreement, the decision would go next to the Appeal Committee. The Appeal Committee shall consist of the employee's immediate supervisor and a CSEA appointed representative from the employee's class family. If no consensus is reached, the decision will rest with the Superintendent.

15.3.4 Employees being designated bilingual as of July 1, 2015 shall be required to successfully pass California Bilingual oral Fluency Certification and the English portion of the NCLB test. Employees meeting these requirements shall be awarded \$750.00 per school year. The employees test and stipend shall not require renewal during the duration of the district employment. In the case of layoff and subsequent

rehire within the 39 month rehire period the employee will not be required to renew certification.

15.4 Degree Stipend

Any employee holding an Associate Degree will receive a three hundred dollar (\$300) stipend per year. Any employee holding a Bachelor's Degree will receive a six hundred dollar (\$600) stipend per year. Coursework applying towards any degree need not be pre-approved to receive the degree stipend.

15.5 Exemptions from Unit Credit

Expenses for classes or workshops taken for professional growth credit must be paid for by the employee and may not be taken on district time. Professional growth will not be granted for classes or workshops where expenses have been paid for or reimbursed by the District. The certificate earned must not be a requirement for employment.

15.6 Credit for Coursework Taken Previously

No professional growth credit will be allowed for units of study earned prior to ratification of this contract. Credit will be given for degrees and Aide's Certificates obtained prior to July, 2000.

15.7 Conversion Table

Hourly conversion tables for regional occupation program offering, adult education, workshops, seminars, correspondence courses and trade schools, etc. Hours beyond an increment may be carried to the next increment level.

7.5 hours =	.5 semester units
15 hours =	1.0 semester units
22.5 hours =	1.5 semester units
30 hours =	2.0 semester units
37.5 hours =	2.5 semester units
45 hours =	3.0 semester units
52.5 hours =	3.5 semester units
60 hours =	4.0 semester units
67.5 hours =	4.5 semester units
75 hours =	5.0 semester units, etc.

15.7.1 Workshops of fewer than seven and one-half (7 ½) hours may be combined with other workshops.

15.8 Course Repetition

No course may be repeated for credit, with the exception of approved recertification courses.

15.9 Verifying Increments

In order to qualify for professional growth credit, official transcripts, grade reports or other suitable evidence showing satisfactory completion of an approved course must be submitted with the Request for Professional Growth Increment form no later than June 1st. Employees taking classes for a letter grade must attain a grade of C or higher. This professional growth increment shall be effective July 1st of the same calendar year.

15.10 Adjustments

All professional growth adjustments will be made annually during the month of July or with the employee's first paycheck of the fiscal year. All units must be submitted to the District in increments of fifteen (15) semester units.

15.11 Compensation

Teacher's Aide Certificate	\$125
15 units or more	\$125
30 units or more	\$250
Associate Degree without pre-approved units	\$300
Associate Degree plus fifteen (15) pre-approved units	\$375
Associate Degree plus thirty (30) pre-approved units	\$500
Bachelor's Degree without pre-approved units	\$600
Bachelor's Degree plus fifteen (15) pre-approved units	\$625
Bachelor's Degree plus thirty (30) pre-approved units	\$750
California Bilingual Oral Assessment	\$750

15.12 Maximum Professional Growth Compensation

The maximum annual compensation for the professional growth program is seven hundred and fifty dollars (\$750) per employee during the life of their employment.

ARTICLE XVI – CHECK OFF AND FAIR SHARE ORGANIZATIONAL SECURITY

16.1 Check Off

CSEA shall have the sole and exclusive right to have membership dues and service fees deduced for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, or written notice from CSEA pursuant to 16.3 below, deduct such dues or service fees and make appropriate remittance to the Association within a reasonable time thereafter.

16.2 Dues Deduction

The District shall deduct in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement and who have submitted dues authorization forms to the District.

The District shall deduct the dues in accordance with the dues and service fee schedule from the wages of all employees in the bargaining unit who, after the date of execution of this Agreement, become members of CSEA and submit to the District a dues authorization form.

16.3 Service Fee

Pursuant to Government Code section 3546(a), upon written receipt from CSEA, employees in the bargaining unit who are not members of CSEA as of January 1, 2001, and employees who hereafter come into the bargaining unit, shall either within thirty (30) days of the date January 1, 2001, or their employment, apply for membership and execute an authorization for dues deduction on a form provided by CSEA, or in the alternative the District shall deduct from the salaries of such employees a service fee equal to the CSEA dues schedule (consistent with Education Code 45168 and 45061) and payable to CSEA for the representational duties required under the Educational Employment Relations Act (EERA).

16.4 Religious Objections

Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include prohibitions to joining or financially supporting employee organizations shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment except that once such employee has submitted evidence to CSEA and the District which proves that he/she belongs to such religious body, he/she will be required, in lieu of a service fee, to pay sums equal to such service fee to a non-religious, charitable fund which is exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.

Any employee who belongs to a religious body described herein shall, within thirty (30) days of the date of this Agreement or their employment, indicate in writing to the District and CSEA the basis for their religious objection, and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to a non-religious, charitable fund which is exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, or in the alternative the District shall deduct from the salaries of such employees a service fee equal to the CSEA dues schedule (consistent with Education Code 45168 and 45061) and payable to CSEA for the representational duties required under the EERA.

16.5 Notice to Agency Fee Payers

The District will provide CSEA with a list of all bargaining unit employees and their addresses and telephone numbers, except the address and/or phone number that an employee has requested in writing be withheld from the union, so that CSEA can notify agency fee payers of their rights under the law and CSEA policy.

16.6 Legal Responsibility

CSEA shall reimburse and hold the District harmless from any and all claims, demands, and suits or any other action arising from the District's compliance with the provisions of this Article.

STATEMENT OF GRIEVANCE

Date _____

To: _____
Supervisor Title Work Location

From: _____
Grievant's Last Name First Name Work Location

Statement of the grievance: (Include names, dates, etc.) _____

Specific provisions of the collective bargaining agreement that the District allegedly violated or inequitably applied. State which one(s):

Supervisor with whom initial informal conference was held, if any _____ Date _____

Proposed resolution, if any, is unacceptable because: _____

Resolution sought _____

Name of Conferee (if any) Signature of Grievant

Date of Receipt Supervisor

rr/CSEA

CSEA Salary Schedule as of 2016/2017

	1	2	3	4	5	6	7	8	9	10
1	11.05	11.60	12.18	12.78	13.43	14.09	14.79	15.54	16.31	17.14
2	11.60	12.18	12.78	13.43	14.09	14.79	15.54	16.31	17.14	17.99
3	12.18	12.78	13.43	14.09	14.79	15.54	16.31	17.14	17.99	18.88
4	12.78	13.43	14.09	14.79	15.54	16.31	17.14	17.99	18.88	19.84
5	13.43	14.09	14.79	15.54	16.31	17.14	17.99	18.88	19.84	20.82
6	14.09	14.79	15.54	16.31	17.14	17.99	18.88	19.84	20.82	21.87
7	14.79	15.54	16.31	17.14	17.99	18.88	19.84	20.82	21.87	22.96
8	15.54	16.31	17.14	17.99	18.88	19.84	20.82	21.87	22.96	24.10
9	16.31	17.14	17.99	18.88	19.84	20.82	21.87	22.96	24.10	25.32
10	17.14	17.99	18.88	19.84	20.82	21.87	22.96	24.10	25.32	26.58
11	17.99	18.88	19.84	20.82	21.87	22.96	24.10	25.32	26.58	27.90
12	18.88	19.84	20.82	21.87	22.96	24.10	25.32	26.58	27.90	29.30

Range 1 = Elementary Playground Supervisor

Range 3 = Para Educator I - Elementary

Range 4 = Academic Interventioan Asst - Elementary

Cafeteria Assistant/Cook I

Career Center Clerk

Health Tech Clerk

Para Educator II- High School

Para Educator III - BIA

Para Educator III -SMA

Warehouse Clerk

Range 5 = Bilingual Family Liaison/Clerk

Library Media Specialist I

Para Educator IV - SH

Range 6 = Academic Intervention Asst - HS

Campus Supervisor - HS

Distrcit Wide Custodian

Groundskeeper

Library Media Specialist II

School Safety & Comm Involvement Coordinator

Tech Support Specialist

Range 7= After School Program Site Lead

Bilingual Family Advocate/EL Sec

Cafeteria Manager/Cook II

Clerical Assistant Child Nutrition

High School Testing Coordinator

Maintenance Office Assistant

Site Secretary

Range 8 = Bus Driver, Bus Driver Clerk, Bus Driver Sub

Language Role Model

Maintenance I

Mechanic I

Mechanic Assistant

Tech Support (Senior Tech II)

Range 9 = Bus Driver Instructor, Lead

Maintenance II

Mechanic II

Special Education Analyst

Technical Maintenance Service Rep

Range 10 = Data Analyst/Software Specialist

Range 11 = Mechanic, Lead

Range 12 = LVN

Speech & Language Pathologist Assistant

APPENDIX A-2

Konocti Unified School District
Classified Salary Information

Classification (Position Title)	Class Family	Range
Academic Intervention Asst - Elementary	Academic Intervention Asst	4
Academic Intervention Asst - High School	Academic Intervention Asst	6
After School Program Site Lead	Academic Intervention Asst	7
Bilingual Family Advocate/EL Sec	Bilingual Family Advocate/EL Sec	7
Bilingual Family Liaison/Clerk	Bilingual Family Liaison/Clerk	5
Bus Driver	Bus Driver	8
Bus Driver/Clerk	Bus Driver	8
Bus Driver Instructor	Bus Driver	9
Bus Driver/Lead	Bus Driver	9
Cafeteria Assistant/Cook I	Cook	4
Cafeteria Manger/Cook II	Cook II	7
Campus Supervisor - High School	Campus Supervisor	6
Career Center Clerk	Career Center Clerk	4
Clerical Assistant Child Nutrition	Clerical Assistant Child Nutrition	7
Custodian/Custodian I	Custodian	4
Lead Custodian/Custodian II	Custodian	6
District Testing coordinator	Testing Coordinator	1
Elementary Playground Supervisor	Elementary Playground Supervisor	1
Groundskeeper	Groundskeeper	6
Health Technician Clerk	Health Technician Clerk	4
High School Testing Coordinator	Testing Coordinator	7
Language Role Model	Language Role Model	8
Library Technician I	Library Technician	5
Library Technician II	Library Technician	6
Licensed Vocational Nurse	Licensed Vocational Nurse	12
Maintenance I	Maintenance	8
Maintenance II	Maintenance	9
Maintenance Office Assistant	Maintenance Office Assistant	7
Mechanic I	Mechanic	8
Mechanic II	Mechanic	9
Mechanic Assistant	Mechanic Assistant	8
Mechanic, Lead	Mechanic	11
Para Educator I – Elementary	Para Educator	3
Para Educator II – High School	Para Educator	4
Para Educator III – Behavior Interventions Asst.	Para Educator	4
Para Educator III – Student Management Asst.	Para Educator	4
Para Educator IV – Severely Handicapped	Para Educator	5
School Safety & Community Involvement Coordinator	Parent Community Liaison	6
Site Secretary	Site Secretary	7
Data Analyst/Software Specialist	Data Analyst/Software Specialist	10
Speech & Language Pathologist Assistant	Speech & Language Pathologist Assistant	12
Technical Maintenance Service Representative	Technical Support Specialist	9
Technical Support Specialist	Technical Support Specialist	8
Technical Support (Senior Technician Tech II)	Technical Support Specialist	10
Warehouse Clerk	Warehouse Clerk	4

CSEA Longevity Schedule

Effective July 1, 2015

At start of service year:	Amount added To base salary:
0	0
1	0
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	0
11	0
12	918
13	918
14	1,202
15	1,202
16	1,202
17	1,202
18	1,202
19	2,061
20	2,061
21	2,061
22	2,061
23	2,061
24	2,864
25	2,864
26	2,864
27	2,864
28	2,684
29	2,864
30	3,436

EXECUTED AND AGREED TO:
KONOCTI UNIFIED SCHOOL DISTRICT

By _____
Sue Burton, President

Date _____

By _____
Mary Silva, Clerk

Date _____

By _____
Bill Diener, Member

Date _____

By _____
Herb Gura, Member

Date _____

By _____
Mitch Markowitz, Member

Date _____

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, KONOCTI, CHAPTER 12

By _____
Holly Luia, CSEA Labor Representative

Date _____

By _____
Annette Fender, CSEA President

Date _____