

**CONTRACTUAL AGREEMENT**

between

**COLUSA UNIFIED SCHOOL DISTRICT**

and

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

and its

**COLUSA CHAPTER #574**

**JULY 1, 2017 - JUNE 30, 2020**

**With 15-16 Revised Language Article VII-Hours & Overtime**

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## ARTICLE I (1)

### RECOGNITION

1. [Agreement](#)

The articles and provisions contained herein constitute a bilateral and binding Agreement (“Agreement”) by and between the Governing Board of the COLUSA UNIFIED SCHOOL DISTRICT (“District”) and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION - COLUSA RIVERBENDERS CHAPTER #574 (“CSEA”) reached through “meeting and negotiating” as defined by Section 3540.1(h) of the Government Code.

2. [Unit Description](#)

The District recognizes CSEA as the exclusive representative of the employees in the classified unit. CSEA unit consists of all classified employees, except the following positions:

- a. Executive Administrative Assistant
- b. Payroll/Personnel Secretary
- c. Chief Business Official
- e. Director of Food Service
- f. Director of Maintenance, Operations and Transportation
- g. After School Education and Safety (ASES) Coordinators
- h. Director of Technology

3. [Coverage](#)

This Agreement applies only to employees in the classified unit.

## ARTICLE II (2)

### NO DISCRIMINATION

1. [Discrimination Prohibited](#)

No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her political options or affiliations, or because of race, national origin, religion, or marital status; and, to the extent prohibited by law, no person shall be discriminated against because of age, sex or physical handicap.

2. [No Discrimination on Account of CSEA Activity](#)

Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in CSEA activity.

3. [No Strikes/No Lockouts](#)

The District agrees not to lockout its employees for the term of this contract. The Association agrees that it will not engage in any strike or other concerted work stoppage or slowdown whether or not over matters arising under this Agreement, including compliance with the request of other labor organizations to engage in such activity, for the term of this contract or any agreed upon extension thereof.



## ARTICLE III (3)

### DUES DEDUCTION

1. [Authorization, Deduction and Remittance](#)

The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within a reasonable time of the deductions all sums so deducted.

2. [Exclusive Right](#)

CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit.

3. [Dues and Service Fees](#)

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

4. [Notice of Revocation](#)

The District shall immediately notify CSEA treasurer if any member revokes a dues authorization.

5. [Agency Fee Religious Objectors](#)

The charitable organizations which shall be eligible for religious objectors to contribute to regarding Agency Fee provisions shall be:

- a. Red Cross
- b. American Cancer Society
- c. Friends of Music
- d. CRAF – Colusa Redhawks Athletic Foundation
- e. CSEA Chapter Scholarship Fund
- f. Friends of Agriculture

## ARTICLE IV (4)

### EVALUATION PROCEDURES AND PERSONNEL FILES

1. Purpose

The purpose of evaluation is the improvement of job performance. Evaluations allow the employee and the supervisor to consider the employee's contribution to the successful operation of the school district. It allows the supervisor the opportunity to provide commendations as well as recommendations. For the most part, evaluations are positive.

2. Initial Meeting

For personnel being evaluated, the supervisor shall meet with the employee no later than October 31<sup>st</sup> of the fiscal year in which the employee will be evaluated. The following shall be discussed:

- a. Employee's job description;
- b. Employee's specific job assignment;
- c. Explanation of the evaluation procedure to be followed and the Classified Evaluation Form to be used.

3. Evaluation Frequency

- a. A permanent employee shall be evaluated at least every other year.
- b. The probationary period shall be 12 months. Probationary employees shall be evaluated at approximately 6 months and once again not later than 30 days prior before the end of the 12 month probationary period.

4. Definitions

Definitions of terms as stated below shall apply:

“Supervisor” of the Major Classifications are:

- a. Supervisor for Administrative Assistants/Clerks means the Administrator(s) of the school.
- b. Supervisor for custodians, bus drivers, groundkeepers, means the Director of Maintenance, Operations and Transportation.
- c. Supervisor for cafeteria workers means the Director of Food Service.
- d. Supervisor for Para Educators and library clerk means the site administrator and/or After School Education and Safety Coordinators.
- e. Supervisor includes any management employee appointed to an interim position to provide supervision to a classified employee.

For those positions not mentioned above, Supervisor will be determined by the Superintendent.

5. [Maintenance of Personnel Files](#)

The personnel files of each employee shall be maintained at the District Central Administrative Office.

6. [Placement of Material in Files](#)

Employees shall be provided with copies of any derogatory written materials before it is placed in the employee's personnel file. The employee shall be given an opportunity, during normal working hours and without loss of pay, to sign and date the materials and to prepare a written response to such material. The written response shall be attached to the material.

7. [Inspection of Personnel Files and Content of Material](#)

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 employing District. Such material is not to include ratings, reports, or records which:

- a. Were obtained prior to the employment of the person involved;
- b. Were prepared by identifiable examination committee members; or
- c. Were obtained in connection with a promotion examination.

8. [Confidential Files](#)

All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee.

9. [Further Employee Inspection](#)

Materials in personnel files of employees which may serve as the basis for affecting the status of their employment are to be made available for the inspection of the person involved. Materials excepted are listed above. Materials in the personnel file shall be released to any person upon written authorization from the employee.

10. [Signing and Dating Material in File](#)

Any person who places written materials or drafts written materials for placement in the employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

11. [Time Limitation on Material Used for Disciplinary Action](#)

No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing District.

12. [Written Evaluation](#)

No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations shall be based, as much as possible, upon the direct observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with the above.

13. [Review of Evaluation](#)

If Agreement on the evaluation is not reached, the matter may be referred to the Superintendent by either party.

14. [Signing and Filing Evaluations](#)

Three copies of the Evaluation Form shall be signed by the employee and the evaluator. Each shall keep one copy and one copy shall be placed in the employee's personnel file.

## ARTICLE V (5)

### ORGANIZATIONAL RIGHTS

#### 1. [CSEA Rights](#)

CSEA shall have the following:

- a. The right of access at reasonable times to areas in which employees work.
- b. The right to reasonable use of institutional bulletin boards, mailboxes, and other means of communication.
- c. The right to use institutional facilities at reasonable times.
- d. The right to be supplied a roster which shall indicate each employee's present classification, primary job site, hire date, and an update of new employees and resignations upon request.
- e. The right to review upon request a copy of any budget or financial materials, or non-confidential information submitted at any time to the Governing Board. The right to reproduce copies of such material at CSEA expense.

#### 2. [Orientation Meeting](#)

An orientation meeting will be held at a time and place mutually agreed to by CSEA Colusa Riverbenders Chapter #574 and the District following the ratification of a new contract. Release time will be provided to explain this contract. (Generally during the Districts pre-service days).

#### 3. [Exclusive Representation](#)

The District shall meet and negotiate with and only with representatives of CSEA Colusa Riverbenders Chapter #574 upon request with regard to matters within the scope of representation.

#### 4. [Distribution of Contract](#)

- a. Within thirty (30) days after the execution of this contract, the District shall post an updated contract on the District Website.
- b. Any new contract language will be incorporated into the Contract with a revision date noted on the cover page of the contract.

#### 5. [Time for CSEA Meetings](#)

The district will allow 30 minutes, once a month, in conjunction with a break, for night time custodians to attend CSEA Meetings.

## ARTICLE VI (6)

### MANAGEMENT RIGHTS

1. [Reserved Rights](#)

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. Those powers include, but are not limited to, determining its organization; directing the work of its employees; determining the times and hours of operation; determining the kinds and levels of services to be provided, and determining the methods and means of providing them; establishing and implementing its service and maintenance policies, goals, and objectives and insuring the rights of the community served; determining staffing patterns; determining the number and kinds of personnel required; building, moving, or modifying facilities; establishing budget procedures and determining budgetary allocations; determining the methods of raising revenue.

2. [Additional Reserved Rights](#)

In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate by layoff or otherwise, and discipline employees, including the timing and the number of employees so affected, as well as any other aspect of layoff or the implementation thereof. This shall not be construed to override specific terms of this Agreement.

3. [Incidental Rights and Rights subject to Terms of Agreement](#)

The District reserves the right to adopt reasonable rules and regulations in implementation of the provisions of this Agreement, insofar as they are not in conflict with the express terms of this Agreement.

## ARTICLE VII (7)

### HOURS AND OVERTIME

#### 1. Workweek

The workweek for employees shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. The District may establish a workday of less than eight (8) hours or less than five (5) consecutive days or a workweek of less than forty (40) hours for any of its classified positions. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided in Section 6 of this Article (Overtime).

#### 2. Workday

The length of a workday shall be designated by the District for each classified assignment in accordance with provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a regular and ascertainable minimum number of hours.

The District may change the daily starting time of employees (not a decrease of regular hours), subject to the following conditions:

- a. No change in starting time shall be arbitrary, capricious, or disciplinary in purpose.
- b. A change in starting time will be made only when, in the opinion of the Superintendent, such change is necessary.
- c. Employees will first be asked to voluntarily change their starting time. In the event no employee volunteers, the District may, notwithstanding Section 14 of Article VII of this Agreement, change starting time on a rotating basis beginning with the least senior employee.
- d. Any starting time changes will be noticed to the employee, in writing, not less than three (3) working days in advance of any change to an existing starting time. Any such change shall not decrease the regular hours of an affected employee.
- e. If (3) working days notice is not given, the affected employee shall receive not less than three (3) hours of pay at the regular rate of pay, not overtime.
- f. The provisions set forth herein shall not modify the District's longstanding past practice of modifying daily work schedules of maintenance, operations and transportation employees during recess periods and on in-service days.
- g. This section does not apply to a change in the daily schedule of bus drivers for a bus trip. This section applies to the daily schedule of an employee being changed for an extended period of time for one week or longer and does not apply to emergency situations.

#### 3. Lunch Period

All employees covered by this Agreement shall be entitled to an uninterrupted 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 not longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. Split shift employees are excluded from this section.

4. [Rest Periods \(revised 4.2016\)](#)

- a. All bargaining unit employees working six (6) hours or more shall be granted two (2) rest periods which, insofar as practical, shall be a maximum of fifteen (15) minutes each day. Employees working less than six (6) hours per day shall be granted one (1) rest period of fifteen (15) minutes each day. Employees must work 3.5 hours/day before they are eligible for one fifteen (15) minute break.
- b. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

5. [Blood Bank](#)

If an employee's work schedule is such that it does not allow sufficient time to donate blood for the local blood bank, the District shall arrange to allow sufficient time for this purpose without loss of pay. This section shall apply to employees whose work assignment exceeds six (6) hours daily.

6. [Overtime](#)

Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day and in excess of forty (40) hours in any calendar week.

- a. All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work for employees whose average workday is four (4) or more hours-
- b. All hours worked on the seventh consecutive day of work shall be compensated at the rate of one and one-half (1- 1/2) times the regular rate of pay for all employees.
- c. All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2 - 1/2) times the regular rate of pay.
- d. If the established workday is more than seven (7) hours but less than eight (8) hours a day and is more than 35 but less than 40 hours per week, all time worked beyond the established workday and workweek is compensated at overtime rates.

7. [Compensatory Time Off](#)

- a. An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 6 of this Article (Overtime).
- b. Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District and shall be taken within 30 days of the date it is earned. Upon request, exceptions may be made at the discretion of the District Superintendent



- c. If time was originally held for comp time and later turned in for pay, the employee shall receive the rate of pay applicable to the time the overtime was earned.

8. Overtime - Equal Distribution

Overtime shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each department. Any employee may reject any offer or request for overtime or call - back or call - in time.

9. Minimum Call - In Time

- a. Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours' pay at the appropriate rate of pay under this Agreement.
- b. Each bus driver who returns to work outside of, and not adjacent to, his/her regularly scheduled work time, in order to drive a bus trip, shall receive a minimum of (2) hours pay, paid at the legally required rate.

10. Call-back Time

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate, irrespective of the actual time less than that required to be worked.

11. Stand -by Time

All stand-by time shall be considered as regular hours worked.

12. Hours Worked

For purposes of computing the number of hours worked, all time during which an employee is in a paid status shall be construed as hours worked. Some examples of paid status are vacation time, sick leave, or compensatory time off.

13. Classified/Custodian Employees: Vacation in Lieu of Differential Pay

Employees holding positions in the classification of custodian, who work 50% of their regular hours after 4 pm shall receive three (3) additional days of vacation each year, which may be used at the employee's discretion during times when certificated employees are not required to provide classroom services, (i.e. Winter, Spring and Summer breaks), subject to prior approval of the employees supervisor. The days may not be accumulated from year to year and must be used within the same fiscal year as they are earned. Current employees meeting the requirements shall receive three (3) days credited July 1, 1999. New employees shall be eligible for credit under this provision only upon completion of probation. If an employee's schedule is changed during the school year, the (3) days shall be prorated for any time the schedule meets the provisions of this section. This section applies to the daily schedule of a custodian during the 180 days of school. This section applies only to those employees hired before July 1, 2005.

14. [Use of Volunteers](#)

The District shall not use any volunteers to displace any classified employees.

15. [Emergency Work Days](#)

On any school day on which pupils are scheduled to be in attendance, but are not, and for which certificated employees receive regular pay, classified employees scheduled for work shall receive regular pay if they are not required to report for duty on that day. Classified employees required to report for work on such days shall receive one (1) day vacation for each day worked.

16. [Compensation Study Procedure](#)

See Exhibit B Attached

## ARTICLE VIII (8)

### PAY AND ALLOWANCES

#### 1. [Salary Schedule](#)

Each employee in the bargaining unit shall be paid in accordance with their placement on the salary schedule which is Appendix "A".

Any new employee with a start date between July 1 and December 31 shall receive a step increase the following July 1<sup>st</sup> (maximum amount of time before step increase is 12 months). Any new employee with a start date of January 1 to June 30, will receive a step increase one year from the following July 1<sup>st</sup> (maximum amount of time before step increase is 18 months).

Notice of any pay decrease shall be noticed to the affected employee not less than fifteen (15) days before the effective pay date.

#### 2. [Bus Driver Training](#)

Any bus driver attending a required training course outside his/her duty hours shall be paid his/her hourly rate of pay, including overtime as applicable, for such training course and shall receive reimbursement for actual costs incurred such as enrollment fees, books, meals, mileage and the cost of any special license or certificate required.

#### 3. [Paychecks](#)

All regular paychecks for employees in the bargaining unit shall be itemized to include all deductions.

#### 4. [Frequency](#)

All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month that the District Office is open.

#### 5. [Payroll Errors](#)

Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) working days after the employee provided notice to the payroll department.

#### 6. [Special Payments](#)

Any payroll adjustment due to an employee in the bargaining unit as a result of working out- of-class, re-computation of hours, or other reasons other than procedural errors shall be made and a supplemental check issued not later than five (5) working days following the pending board meeting.

7. [Lost Checks](#)

Any paycheck for an employee in the bargaining which is not delivered within five (5) days of mailing, if mailed, shall be replaced not later than three (3) working days following the employee's demand of the payroll department for replacement of the check.

8 [Pay Increase](#)

The District shall make a lump sum payment of an agreed upon retroactive wage increase resulting from this Agreement or any amendments thereto within thirty (30) days of the Agreement between the District and CSEA.

9. [Mileage](#)

Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the rate prescribed in Board Policy for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business.

10. [Meals](#)

Any employee in the bargaining unit who, as a result of work assignment, must have meals away from the District shall be reimbursed the rate established by Board Policy.

11. [Longevity Increments](#)

The regular rate of pay shall include a longevity increment of five percent (5.0%) after ten (10), thirteen (13), sixteen (16), nineteen (19) and twenty-two (22) years of service.

12. [Necessary Expenses](#)

Any direct and necessary expenses related to required workshops or training sessions as a condition of continued employment shall be assumed by the District when approved in advance.

13. [Stand-by Time](#)

- a. Bus drivers on special trips, including but not limited to athletic events, field trips, and curricular trips who are required to remain on stand-by for the duration of the event for which the special trips are made, shall be paid for all stand-by hours at their regular rate of pay. Whenever any combination of driving and stand-by hours in a day exceeds the established workday as defined in Article VII Section 2, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular rate of pay.
- b. Notwithstanding any other provisions of this Agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning.

- c. A minimum thirty (30) minute unpaid meal break will be taken when a driver is on duty six (6) hours or more. If the driver is on duty for twelve (12) hours or more, two (2) thirty (30) minute unpaid meal breaks will be taken.

14. [Special Trip Assignments](#)

Special trip assignments shall be distributed and rotated as equally as possible among bus drivers in the bargaining unit.

15. [Summer School Rate of Pay for Para-Educators](#)

The parties agree to establish a summer school rate of pay for the Paraeducator to be class I, Step 3 of the salary schedule, or the rate of pay established by Education Code Section 45102.

## ARTICLE IX (9)

### EMPLOYEE EXPENSES AND MATERIALS

1. Tools

- a. The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.
- b. Notwithstanding (a) above, if any employee in the bargaining unit is authorized in writing by the Superintendent to provide tools or equipment belonging to the employee for use in the course of employment, the District agrees to provide a safe place to store the tools and equipment for the time necessary and agrees to reimburse the employee for any loss or damage or for the replacement cost of the tools resulting from normal wear and tear.

2. Replacing or Repairing Employee's Property

The District shall replace or repair all bargaining unit employee's property as provided under Education Code Section 1301. (Examples are: Eyeglasses, hearing aids, watches, dentures, etc.)

3. Safety Equipment

Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment.

4. Physical Examination

The District agrees to provide the full cost of any medical examination required as a condition of continued employment.

## ARTICLE X (10)

### HEALTH AND WELFARE BENEFITS

1. [Health Plan](#)

Each eligible employee in the bargaining unit, and their dependents, shall be entitled to receive medical, dental and vision benefits as available to the District through its plan carrier.

2. [Eligibility Requirements](#)

- a. All employees in the bargaining unit who regularly work at least thirty (30) hours per week shall be covered under the programs provided in Section 1 of this Article in accordance with that section. Employees shall be enrolled in insurance programs on the first of the month following fulfillment of eligibility requirements.
- b. Any employee who becomes eligible for coverage under this Agreement shall be deemed to permanently meet the eligibility requirement and continue to receive paid coverage notwithstanding any subsequent involuntary reduction in the employee's hours.

3. [Retirees](#)

The District agrees to provide all retired employees, subject to insurance company requirements, an opportunity to purchase, at their own expense, any or all of the benefit programs available to a current unit member.

4. [Premium Deductions](#)

The District agrees to provide all active employees in the bargaining unit payroll deduction and premium incorporation rights for all benefit programs available in the District and shall remit this money along with other regular payments to benefit providers. The District agrees to provide all retired employees premium incorporation rights for all benefit programs available in the District and shall remit the money along with other regular payments to benefit providers.

5. [Benefit Cap Payment](#)

The district shall contribute eight hundred fifty dollars and ninety-six cents (\$850.96) per month towards health benefit plans effective October 1, 2005. The remaining balance of monthly premium will be paid through payroll deduction.

6. [Cost Containment Committee](#)

A health care cost containment committee may be formed. It may be comprised of two (2) Association representatives and two (2) District representatives. The committee may be charged with reviewing District health plans for cost effective alternatives and may make recommendations, which shall be subject to ratification by both parties.

ARTICLE XI (11)

HOLIDAYS

1. [Holidays](#)

The District agrees to provide all employees in the bargaining unit with the following paid holidays:

- |    |                        |  |
|----|------------------------|--|
| a. | New Year's Day         | January 1;   |
| b. | Martin Luther King Day | Third Monday in January;                                 |
| c. | Lincoln Day            | Monday or Friday of the week Feb. 12 <sup>th</sup> falls |
| d. | President's Day        | Third Monday in February;                                |
| e. | Memorial Day           | Last Monday in May;                                      |
| f. | Independence Day       | July 4;  |
| g. | Labor Day              | First Monday in September;                               |
| h. | Admission Day          | December 31 in lieu of;                                  |
| i. | Veterans' Day          | November 11;   |
| j. | Thanksgiving Day       | Wednesday through Friday of Thanksgiving Week            |
| k. | Christmas Eve          | December 24;   |
| l. | Christmas Day          | December 25.   |

2. [Unscheduled Holidays](#)

Every day declared by the President or Governor of this State as a day on which the schools must close so as to have a day of public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board shall be a paid holiday for all employees in the bargaining unit.

3. [Holidays on Saturday or Sunday](#)

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

The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

4. [Holiday Eligibility](#)

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

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



## ARTICLE XII (12)

### VACATION PLAN

1. Eligibility

All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 through June 30.

2. Paid Vacation

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

3. Accumulation

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

- a. During the first and second year of employment vacation time shall be earned and accumulated at the rate of 5/6 days vacation for each month of service, not to exceed ten (10) days per fiscal year.
- b. Commencing with the third year through the ninth year of service, vacation time shall be earned and accumulated at the rate of 1.25 days of vacation for each month of service, not to exceed 15 days per fiscal year.
- c. Commencing with the 10<sup>th</sup> year of service, vacation time shall be earned and accumulated at the rate of 1.67 days vacation for each month of service, not to exceed 20 days per fiscal year.

4. Vacation Pay

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

5. Vacation Pay Upon Termination

When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

6. Vacation Postponement

- a. If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time.
- b. If for any reason a bargaining unit employee is not permitted to take all or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for the use in the following year or be paid.

- c. Unused vacation shall be carried over to the next year and may be accumulated up to a maximum of thirty (30) days in any one fiscal year. Employees accumulating more than thirty (30) days in any one fiscal year shall take vacation within sixty (60) days in an amount that will reduce his/her accumulation below thirty (30) days. Thereafter, if an employee has failed to reduce his/her accumulation below thirty (30) days, the District shall schedule vacation to reduce the accumulation.

7. [Holidays](#)

When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's paid vacation for each holiday falling within that period.

8. [Vacation Scheduling](#)

- a. Vacations shall be scheduled at times requested by bargaining unit employees so far as possible within the District's work requirements.
- b. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest District seniority shall be given his/her preference.

9. [Interruption of Vacation](#)

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination. Some examples are sick leave, bereavement, etc.

## ARTICLE XIII (13)

### LEAVES

#### 1. Bereavement Leave

An employee of the school District is entitled to a leave of absence with full pay, not to exceed three (3) days or five (5) days if out-of-state or 300 miles or more of one-way travel is required, on account of the death of any member of his/her immediate family. No deduction will be made from the salary of such employee nor shall leave be deducted from any accumulated leave. Members of the immediate family as used in this section means the mother, father, grandmother, grandfather or grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or aunt, uncle, step-parent, step-son, step-daughter or any relative living in the immediate household of the employee.

#### 2. Jury Duty

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee his/her regular rate of pay; however, the employee shall reimburse the District the amount received for jury duty.

#### 3. Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

#### 4. Sick Leave

- a. An employee employed five (5) days a week by the District shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.
- b. An 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 of leave of absence for illness or injury as the number of months he/she is employed per week bears to twelve (12).
- c. An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days of leave of absence for illness or injury 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 that proportion of leave of absence for illness or injury to which they are entitled. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- d. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be

accrued prior to taking such leave and such leave may be taken at any time during the year.

- e. If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- f. Upon return to work the employee will sign a legal statement attesting to the nature of the illness or injury. The Superintendent may require such proof of illness or injury as he/she deems appropriate.
- g. Sick leave may be taken in increments of fifteen minutes.
- h. An employee may use paid sick leave for any temporary illness related to pregnancy or childbirth.
- i. The employee may convert unused sick leave to retirement credit in accordance with law if the employee is filing a request for retirement.

5. [Personal Necessity Leave](#)

- a. An employee may use, at his/her election, during any school year, not more than their annual allotment of sick leave (10, 11 or 12 days depending upon their work year) as No-tell days. The employee shall not be required to secure advance permission for leave taken for any of the following reasons:
  - 1. Death or serious illness of a member of his/her immediate family. Immediate family means mother, father, grandmother, grandfather, or the grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, aunt, uncle, step-parent, step-son, step-daughter of the employee or spouse of the employee, or any relative living in the immediate household of the employee.
  - 2. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
  - 3. Appearance in any court or before any administrative tribunal, as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- b. No-tell days  
Employees are entitled to use their annual allotment of sick leave as No-Tell days., Employees may use “No Tell” days at his/her own discretion and without providing the specific reason. Except in cases of emergency, twenty-four hours prior notice shall be given to the site administrator and/or supervisor who shall approve or deny the leave, based on district or school needs, and/or limit the number of employees who may use this leave on any one day. No-Tell days shall not be used for participating in Association activities and/or activities related to concerted activities and/or work stoppages.
- c. The Superintendent, at his/her discretion, may require proof of any sick leave used in excess of the No-Tell days.
- d. The employee shall submit a written request to the Superintendent to secure permission for personal necessity leave other than for the type shown above in subdivision a. of this section; provided, however, that in emergency situations where a request in advance is not possible, leave may be approved (after) subsequent to the leave.

6. [Industrial Accident and Illness Leave](#)

Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the following provisions:

- a. An employee suffering an injury or illness arising out of and in the course of and scope of employment shall receive up to sixty (60) working days in any one fiscal year for the same accident or illness. Such leave shall commence on the first day of absence.
- b. Industrial accident and illness leave shall not be accumulated from year to year. When any such leave will overlap into the next fiscal year, the employee shall receive only that amount of such leave remaining at the end of the fiscal year in which the injury or illness occurred.
- c. Payment for wages lost on any day shall not, when added to an award granted the employee under workers' compensation law of this state, exceed the employee's normal wages for the day.
- d. Paid industrial accident leave under a. above shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under workers' compensation.
- e. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. If the employee is unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid illness leave if eligible therefore. Accumulated sick leave will be reduced only in the amount necessary to provide a full day's wage or salary as indicated in the employee's assignment, when added to compensation without penalties from the Compensation Insurance Fund.
- f. After all paid illness leave has been exhausted following a paid industrial accident leave, an employee may choose to receive pay from accrued vacation, earned compensatory time, or other earned leave to the extent necessary to make up the employee's regular salary when receiving a temporary disability allowance without penalties from the Compensation Insurance Fund.
- g. After the expiration of all paid leave privileges, the appointing authority may place the employee on an industrial accident leave without pay.
- h. Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his/her former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.
- i. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the employee's name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.
- j. An employee who fails to accept an appropriate assignment after being medically approved therefor shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class, in his/her

former status and time basis, and in assignment areas in which the employee has made himself or herself available. Employees removed from the reemployment list under this rule may appeal the removal to the Governing Board.

- k. While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under the Workers' Compensation Insurance Laws, exceed the employee's regular salary. A permanent employee's salary is computed on the basis of the number of hours and days in his/her basic daily assignment. An employee who is not permanent shall have his/her regular salary computed on the basis of the average number of hours worked each month in which the employee was in paid status during the preceding year.
- l. During all paid leaves resulting from an industrial accident or illness, the employee shall endorse to the District, wage loss benefit checks received under Workers' Compensation Laws of this state. The District in turn shall issue the employee appropriate warrants for the payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- m. In the event that an employee receives a loss benefit check in connection with a claim, it should be endorsed to the District.

7. [Entitlement to Other Sick Leave](#)

Entitlement to other sick leave (refer to Education Code 45196) shall be used after entitlement to all regular sick leave accumulated, comp time, vacation or other available paid leave has been exhausted. Colusa USD uses the method of granting up to 5 months of Differential Pay.

8. [Break in Service](#)

- a. No absence under any paid leave provision of this Article shall be considered as a break in service for any employee who is in paid status and all benefits accruing under the provision of this Agreement shall continue to accrue under such absence.
- b. Upon return, all time during which an individual was in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months; except that, during such time, the individual shall not accrue vacation, sick leave, holidays, or other leave benefits.

9. [Parental Leave](#)

- a. Expectant mothers who wish to absent themselves from duty for reasons other than actual physical disability prior to and following childbirth shall be granted uncompensated maternity leave. This is also available to the employee who adopts an infant child and such employee has the primary responsibility of childcare.
- b. Request for maternity leave shall be submitted in writing, addressed to the Governing Board and delivered to the Superintendent at least four (4) calendar months prior to desired commencement date of the leave or by February 15 if a leave is being requested for the following school year and such need is known by February 15.

- c. A letter from the employee's physician certifying the employee is pregnant and the expected date of birth of the child shall accompany the request for leave; or, in the case of the adoptive parent, a letter from the adoption source certifying the adoption and the fact the employee has the primary responsibility of childcare.
- d. The employee's request for leave shall specify the inclusive dates the employee desires to have the leave.
- e. The District may adjust the inclusive dates of the requested leave to coincide with natural breaks in the school calendar.

10. [Maternity Disability Leave](#)

This leave commences with the onset of disablement due to pregnancy unless the employee is on a Board-approved uncompensated leave. The employee may claim sick leave pay and/or extended disability pay for no more than that limited period of time when the employee's physician certified in writing that she was actually physically disabled from performing her duties because of pregnancy, miscarriage, childbirth, or recovery therefrom.

11. [General Leaves](#)

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and an employee.

12. [Catastrophic Illness Leave Donation](#)

- a. As defined in Education Code 44043.5 (a) 1, "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
- b. The President of CSEA Chapter #574 along with the Executive Board shall review requests by employee who have exhausted all paid leaves to be considered for donation of sick leave. After an employee's request is approved by the committee, the Association will notice its members regarding the request.
- c. On forms prepared and approved by the District, any employee may donate not more than 50% of his/her annual allotment of unused sick leave in one (1) hour increments to a specifically named employee who has suffered a long-term illness or disability and who has exhausted all fully paid leaves. Donated sick leave will be allocated from the donor(s) on an equal basis.
- d. Employees receiving donated leave pursuant to this article shall use any leave credits that he/she continues to accrue on a monthly basis.
- e. All transfer of sick leave is irrevocable.
- f. Unused donated sick leave shall be returned to the donor(s) at the end of the school year.
- g. The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member



pursuant to this provision. The Association also agrees that it will not file, on its own behalf or any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

- h. The Association agrees to indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision.
- i. In the event either party determines that the administration or implementation of this provision is not workable, either party may terminate this provision upon thirty (30) days written notice to the other party.

### 13. [Family and Medical Care Leave](#)

Employees shall be entitled to take family and medical care leave in accordance with state and federal law, which leave shall be coordinated with existing leave provided pursuant to this article and pursuant to the Education Code.

- a. Family and Medical Care Leave shall be available for:
  - 1. The employee's own serious health condition;
  - 2. Birth, adoption or foster care of a child;
  - 3. Care of a seriously ill member of the employee's immediate family.  
Immediate family to be defined as in this Article XIII, Section 1, Bereavement Leave.
- b. An employee who utilizes his/her FMLA and/or CFRA leave to care for a member of his/her immediate family who is suffering from a serious health condition, may exhaust sick leave during the period of this FMLA and or/CFRA leave. Exhaustion of sick leave for this purpose shall occur after exhaustion of personal necessity leave.
- c. "Serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves either of the following:
  - 1. Inpatient care in a hospital, hospice, or residential health care facility.
  - 2. Continuing treatment or continuing supervision by a health care provider.Examples of serious health conditions include but are not limited to: cancer, heart attacks, strokes, severe respiratory conditions, spinal injuries, emphysema, severe arthritis, severe nervous disorders, and Alzheimer's disease.
- d. Family and Medical Care Leave (i.e., FMLA/CFRA) shall be limited to 12 weeks and shall be without pay with health benefits, as provided for in state and federal law. If an employee exhausts any form of paid leave during the period of FMLA/CFRA leave, as permitted or required under the provisions of this Article, his/her entitlement to 12 weeks of FMLA/CFRA leave shall be reduced by the amount of leave he/she exhausts.



## ARTICLE XIV (14)

### PROMOTION

1. [Consideration](#)

Classified employees shall be given consideration in filling any job vacancy within the District which can be considered a promotion after the announcement of the position vacancy.

2. [Posting of Notice](#)

Notice of all classified job vacancies shall be posted in prominent locations at each District job site. Any bargaining unit employee who will be on leave or layoff during the posting period and who desires to receive a copy of the notice will inform the District Office prior to their leaving. Such employees will be sent notice on the date the position is posted.

The job vacancy shall remain posted for a period of five (5) working days during which time employees may file for the vacancy.

3. [Notice Contents](#)

The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of hours per day, regular assigned work shift time, days per week and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

4. [Filing](#)

Any classified employee may file for the vacancy by submitting written notice to the Superintendent within the filing period.

5. [Salary Placement](#)

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and receive an increase in salary.

6. [Promotional Order](#)

Any classified employee who files for the vacancy during the posting period and meets the minimum qualifications shall be considered for the vacant position.

## ARTICLE XV (15)

### TRANSFER

#### 1. District Initiated Transfers

- a. The District Superintendent shall, subject to the approval of the Governing Board, assign all employees of the District to positions to which they are to serve. Such power to assign includes the power to transfer from one school location to another location within the District when the Superintendent concludes that such transfer is in the best interest of the District.
- b. An employee may be involuntarily transferred based upon the justifiable needs and best interest of the District provided that such transfer shall not result in loss of pay or benefits to the employee. The employee shall be given a minimum of five (5) working days notice prior to transfer. Reasons for transfer shall be given upon request of the transferred employee.

#### 2. Employees Initiated Transfers and Notification of Vacancy

- a. When in the same classification a new position is created or an existing position becomes vacant, the District shall post the vacancy announcement for not less than five (5) working days at all work locations prior to closing date. Any employee who will be on leave or layoff during the posting period, and who desires to receive a copy of the notice will inform the District Office prior to their leaving. Such employees will be mailed a notice on the date the position is posted. Any employee in the bargaining unit may submit an application in writing for any known vacancy for which the employee may qualify. Notice of intent to apply by telephone is acceptable if the person is on leave. Consideration will be given to all applications which are properly submitted. The final decision to fill all vacancies is within the sole discretion of the District management.
- b. The individual who, in the judgment of the selecting supervisor/administrator, best meets the needs of the vacant position, shall be given the assignment. In reaching this judgment, the selector shall consider the work record, experience, and seniority of the applicant. The weight to be given the factors considered in the selection shall be determined by the selector.

#### 3. Medical Transfers

The District may 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. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with the employee and concurrence with CSEA.

## ARTICLE XVI (16)

### GRIEVANCE PROCEDURE

#### 1. Definitions

The following definitions control the meaning of the terms used in this procedure:

- a. "Grievance" means an allegation by one or more employees that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- b. "Grievant" means the employee(s) or employee association filing the grievance.
- c. "Immediate supervisor" means the Principal, the Director of Maintenance, Operations and Transportation, the Director of Food Services, Counselor, Business Manager, Superintendent or anyone designated by the Superintendent.
- d. "Party" means the grievant and the District.
- e. "Work day" means a day when the administrative offices of the District are open.

#### 2. Time Limits

Since the purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which may from time to time arise, each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure but, with the written consent of all parties, the time limitation for any step may be extended.

#### 3. Presentation

An employee or his/her representative, or both, may present a grievance while on duty. On group grievances, no more than three (3) District employees may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the District. That approval shall not be unreasonably withheld. The District agrees that employees shall not suffer loss of compensation for time spent as a grievant, representative, or witness at a hearing held pursuant to this procedure, excepted as limited by this section.

#### 4. Representation

The grievant may be represented by anyone of his/her own choosing, whether or not the representative is a District employee, at any formal step of this procedure. If the grievant wishes to change representatives at any step of the grievance procedure, the grievant shall give twenty-four (24) hour written notice of such change to the person designated to hear the grievance at that step, and to the District.

#### 5. Informal Discussion

The alleged violation should be discussed with the immediate supervisor with the objective of resolving the matter informally.

6. [Formal Grievance - Step 1 \(Immediate Supervisor - see definition\)](#)

- a. If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated no later than twenty (20) work days after the event or circumstances occasioning the grievance.
- b. A formal grievance shall be initiated in writing on a form prescribed by the District, Appendix "D", and approved by CSEA and shall be filed with the immediate supervisor and with the president of CSEA. That form shall be completed to show the following:
  1. Grievant(s) name and work location;
  2. Grievant(s) work function;
  3. The date the grievance is delivered to the immediate supervisor;
  4. The provision(s) of the Agreement alleged to have been violated;
  5. The circumstances of the grievance (a concise statement of the facts constituting the alleged violation with dates, names and places as appropriate);
  6. The remedy sought by the grievant(s);
  7. The name of the representatives, if any, chosen by the grievant(s); and
  8. The signature(s) of the grievant(s).
- c. Within ten (10) work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant. Within the time limits, either party may request a conference. A copy shall be given to CSEA.

7. [Formal Grievance - Step 2 \(Superintendent\)](#)

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision in writing within the ten (10) workdays to the Superintendent. The grievant shall identify each aspect of the immediate supervisor's decision with which the grievant disagrees. If no written decision is rendered by the immediate supervisor within ten (10) work days, the grievant may submit the original grievance directly to the Superintendent.
- b. The Superintendent or his/her designee shall investigate the grievance as fully as he/she deems necessary, and may provide for conferences with the grievant, who shall continue to have his/her right of representation. The Superintendent or his/her designee shall respond within ten (10) work days of the appeal, to the grievant. That response shall state the Superintendent's view of the facts and his/her conclusions respecting the contentions of the grievant on appeal. Within the time limits, either party may request a conference. A copy shall be given to CSEA.

8. [Formal Grievance - Step 3 \(Governing Board of Colusa Unified School District\)](#)

If the Superintendent's ( or his/her designee's) response is not satisfactory to the grievant, or if he/she fails to respond, the grievant shall have the right to request the Superintendent to convene the Governing Board for the purpose of hearing his/her original grievance or his/her appeal. Such referral shall be made by written demand, submitted to the Superintendent within ten (10) work days of receipt of his/her decision or his/her failure to respond. That demand shall identify each aspect of the Superintendent's decision with

which the grievant disagrees. The Board of Education shall hear the appeal and render a written decision within ten (10) work days.

9. [Notice to CSEA](#)

When the grievant is not represented by CSEA, no solution shall be finally approved until CSEA is given a statement in writing of the proposed solution and five (5) working days in which to file a response.

10. [Separate Grievance File](#)

All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by employee, the CSEA job representatives and District employees and agents directly involved in the grievance procedure.

## ARTICLE XVII (17)

### LAYOFF AND REEMPLOYMENT

#### 1. Layoff

A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent or probationary classified employee due to lack of funds and/or lack of work.

#### 2. Order of Layoff

- a. Layoffs shall be in reverse order to seniority in the job classification in which the layoff occurs.
- b. The employee who has been employed the shortest time in the class plus higher classes, shall be laid off first.

#### 3. Equal Seniority

If two (2) or more employees subject to layoff have equal seniority, as determined by hire date, the determination as to who shall be laid off shall be made by lot.

District shall add the date of hire to the worksheet/benefit statements utilized by the District and route statement to each job site at the beginning of each school year.

#### 4. Notice of Layoff

- a. Upon written request, the District shall meet with CSEA to discuss the proposed layoff. Such meeting shall not involve a bargaining obligation and shall not delay any action related to layoff that the District deems necessary.
- b. An employee may challenge his/her place on the seniority roster by making objections to the superintendent who shall review the objections and conduct an audit if requested and make the results of such audit known to CSEA and the employee(s) prior to the effective date of any layoff(s) involving such employee(s).
- c. After Board action has been taken on a layoff, a written notice of layoff shall be given to affected employees no less than forty-five (45) calendar days prior to the effective date of layoff. A termination interview with the Superintendent may be scheduled during normal working hours, if requested by the employee. A copy of the notice shall be concurrently sent by mail to the President of CSEA Chapter #574 or his/her designee with a list of the employees to whom sent. Such notice shall indicate the layoff effective date and inform the employee of his/her displacement rights, if any, and reemployment rights.

#### 5. Voluntary Layoff

An employee whose assigned time is to be reduced (e.g., by reduction of hours or of the work year) may elect to be laid off instead. In that event the employee should be given rights pursuant to Section 7 of this Article for a period of sixty-three (63) months. The

rule stated in subdivision a. of Section 11 of this Article shall apply to the vacancy so created.

6. [Displacement \(Bumping\) Rights](#)

- a. An employee who is laid off from a classification and who has previously obtained permanency in an equal or lower classification shall have the right to bump the least senior employee in that classification. Where the employee is eligible to bump into more than one classification, the employee shall bump into the equal classification. If there is more than one classification which he/she is eligible to bump into, it shall be the one in which the employee has the most prior service.
- b. Seniority for the purpose of determining bumping rights shall be determined by original date of hire and include the total of the previous service in the equal or lower class being bumped into, plus higher classes.
- c. A permanent or probationary employee who has been removed from his/her classification for lack of work or lack of funds and after exercising his/her bumping rights may accept a voluntary demotion to a vacant position in a lower class or placement in an equal class, provided that the employee is qualified to perform the duties thereof and provided further that the District approves such reassignment. Such employee shall maintain his/her employment rights as defined in this Article.

7. [Retirement in Lieu of Layoff](#)

- a. Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.
- b. The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code sections.
- c. The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) workdays a written acceptance of the offer, the position shall not be permanently filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status. An employee subject to this section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.
- d. Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this section. This shall not extend the reemployment period.

8. [Improper Layoff](#)

Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

9. [Reemployment Rights](#)

- a. Laid-off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available.
- b. Laid-off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the employee's option, returned to a position in this former classification or to a position with increased assigned time as vacancies become available and for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).
- c. An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of opening(s) for which he/she is eligible. The notice shall be by certified mail to the last address of the employee on record with the District.
- d. In lieu of certified mail notice, the District may elect to give notice by telephone or in person. If the position is refused, the District will confirm such refusal by letter to the employee. CSEA shall be given written notice of all employees offered reemployment.
- e. An employee who has received and declined two (2) offers of employment in the classification from which laid off with the same or more hours than that held at the time of layoff shall be removed from the reemployment list.
- f. Within seven (7) calendar days of mailing the notice or within five (5) calendar days of telephone or personal contact, the employee must accept the position or the right to it is deemed waived.
- g. The District may simultaneously send out notices of vacancy to more than one person on the reemployment list provided that a more junior person may be given the vacancy only when those with more seniority have declined or waived it.
- h. Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her original sixty-three (63) month right to reemployment in his/her former classification and with the same number of hours. An employee given an offer of reemployment does not need to accept reemployment to maintain his/her eligibility on the reemployment list provided the employee notifies the District of his/her refusal of reemployment within ten (10) calendar days from receipt of the reemployment offer. If the employee accepts reemployment, he/she must report for work within eleven (11) work days following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer or the District approves a later reporting date.

10. [Reduction of Hours](#)

- a. No employee's hours may be reduced by these layoff procedures to less than three (3) hours per day.
- b. Reduction in hours shall be no less than fifteen (15) minute increments.
- c. A reduction in hours applicable to an entire classification of employees shall be allocated as evenly as may be, subject to a. and b. above. The burden of inequality of reduction caused by a. and b. above shall be borne by those most junior.



- d. A reduction in hours shall not be implemented until the total number of employees within the classification is reduced to the same number that existed in that classification one (1) year prior to the date of said reduction.

11. [Work Year](#)

Any reduction in work year shall be governed by the same concepts for reduction and reinstatement of hours.

12. [Continuance of Benefits](#)

Employees whose hours are involuntarily reduced pursuant to Section 10 of this Article shall not lose any benefits under Article X because of such reduction for a period of twelve (12) calendar months.

13. [Reinstatement of Hours](#)

- a. So long as an individual within the classification is entitled to a reinstatement of hours pursuant to Section 9 subdivision h of this Article, no person may be employed in the classification. However, if a vacancy develops in an existing position, this limitation does not require that the hours of that position be apportioned among those in the classification.
- b. Hours to be reinstated shall be assigned to those on the reinstatement list in order of their seniority. Hours shall be reinstated by dividing the total number of hours to be reinstated by the number of employees eligible to receive additional hours. The resulting quotient must be evenly divisible by 15 minutes with any remainder less than 15 minutes being assigned in seniority order to the next eligible employee.

## ARTICLE XVIII (18)

### DISCIPLINE

#### 1. Disciplinary Action

Disciplinary action means dismissal, demotion or suspension.

#### 2. Critical Situation Reasons

The following constitute critical situation reasons:

- a. Dishonesty;
- b. Gross insubordination or gross negligence;
- c. Use, possession or being under the influence, while on duty, of alcohol or illegal drugs as defined by law;
- d. Conviction of a felony, or any crime involving moral turpitude;
- e. Violation of local, state or federal law which results in cancellation or suspension of a license required for assigned duty;
- f. Any other school-related reason determined by the employer to be a danger to the safety, health, welfare, or property of the school, the pupils or other employees.

#### 3. Noncritical Situation Reasons

The following constitute noncritical situation reasons:

- a. Incompetence;
- b. Insubordination or negligence;
- c. Unexcused absence, tardiness, abuse of sick leave or absence without notification;
- d. Physical or mental inability to perform the duties of the position as determined by a qualified physician, except as stated under f. above.

#### 4. Noncritical Situation Action

In noncritical situations, the immediate supervisor will endeavor to warn the employee verbally that their work or conduct is of such nature as to incur discipline. This does not preclude a written warning before disciplinary action is imposed. Prior to dismissal, suspension or demotion shall be considered as appropriate.

#### 5. Procedure for Disciplinary Action

- a. The employee shall be given written notice including a statement of charges. Such charges shall cite the specific cause or causes with sufficient detail to permit the employee to prepare a defense, and the proposed action.
- b. The written notice shall include a statement of the employee's right to a Skelly hearing; the time within which such hearing may be requested, which shall not be less than five (5) working days; and a form, the signing and filing of which shall constitute a denial of the charges. The notice may be served personally or by certified mail, return receipt requested, to the employee's last known address.

- c. If the employee does not respond within the stated time limit for requesting a hearing, the stated intended action shall be imposed.
- d. Upon receipt of a Denial and Request for a Hearing, the District will arrange for a hearing before the Governing Board. The Hearing date will allow the employee a minimum of five (5) work days for preparation, but shall not be more than twenty (20) work days from the date of the request.
- e. The employee must appear in person and may be represented by anyone of his/her choosing.
- f. All such hearings shall be conducted in closed session, unless a public hearing is requested by the employee.
- g. The hearing shall be before the Board of Education unless the Board decides to have the matter heard by an Administrative Law Judge (ALJ) appointed by the Office of Administrative Hearings. Such ALJ decision shall be advisory to the Board of Education. If the Board decides that it does not want to accept the decision of the ALJ, it shall order a transcript of the hearing. Within fifteen (15) days after receipt of the transcript, the Board members shall read the transcript and any exhibits offered at the hearing and shall hold a meeting on five (5) days notice to hear argument only. The ALJ may recommend and the Board may act to reduce the discipline proposed by the administration. The decision of the Board shall be final.
- h. Time limits stated may be extended upon mutual agreement of the District and the employee.
- i. No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of filing of the Notice of Intended Disciplinary Action unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- j. If the employee's presence would, in the judgment of the responsible administrator, constitute a hazard for disturbance to students, fellow employees or the public, the District may immediately suspend with pay the employee involved.
- k. The ALJ in making a recommendation, or the Board in hearing the matter or in reviewing the ALJ's recommendation, may modify the disciplinary action proposed by the administration or determine that the charges shall be dismissed.

## ARTICLE XIX (19)

### SAFETY

1. [District Compliance](#)

The District shall make every reasonable effort to conform and comply with all health, safety and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

2. [No Discrimination](#)

No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 1 of this Article to his/her supervisor prior to reporting to the appropriate agency.

3. [Safety Committee](#)

A district-wide Safety Committee comprised of a representation of CSEA members, CEA Members and management will be formed. The committee shall meet at least annually to review procedures and activities to insure safety throughout the District.

## ARTICLE XX (20)

### SAVINGS

1. [Savings Clause](#)

If any provision of this Agreement should be held invalid by operation of law or by the final judgment of any court of competent jurisdiction, or by an unappealed decision of the Public Employment Relations Board, the remainder of this Agreement shall not be affected thereby.

2. [Out of Scope Provisions](#)

If the subject matter of any provision of this contract is determined by a final decision of the Public Employment Relations Board or a court of competent jurisdiction to be outside the scope of representation, such provision shall be void.

3. [Replacement for Severed Provisions](#)

Upon the events stated in Sections 1 and 2 of this Article, the parties shall meet upon request to negotiate a replacement provision.

ARTICLE XXI (21)

CONTRACTING OUT

The District agrees that it will not contract out the work which has been customarily and routinely performed by bargaining unit members in the bargaining unit covered by this Agreement.

ARTICLE XXII (22)

AGREEMENT

1. Application

If the subject matter of any District policy or procedure is covered to any extent by this Agreement, then that District policy or procedure shall not apply to the employees covered by this Agreement.

2. Agreement

This Agreement is made and entered into this first day of July 1, 2017 by and between COLUSA UNIFIED SCHOOL DISTRICT and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its Colusa Riverbenders Chapter #574 or its successors.

3. Purpose

The purpose of this Agreement is to promote the improvement of personnel management and employee-employer relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

4. Term

This Agreement shall remain in full force and effect from July 1, 2017 to June 30, 2020.

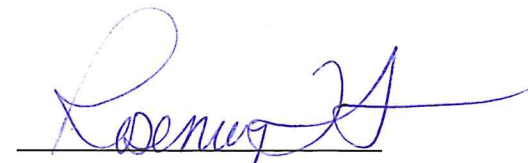
5. Reopeners


For each school year, either party may reopen on:

- Salary
- Benefits
- No more than 2 additional Articles of each parties choice

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 27<sup>h</sup> day of February, 2018

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
CSEA Co-President

  
\_\_\_\_\_  
CSEA Co-President

# Colusa Unified School District

745 10<sup>th</sup> Street  
Colusa, CA  
95932 (530)  
458-7791

**Effective 07/01/2017** - 3.9% squared  
schedule Para-educator Reclassification from Class  
I to Class III Yard Duty Reclassification from YD to  
Class I

Previous Class I positions became Class II, previous Class II became Class III, etc.

## 2017-18 CLASSIFIED SALARY SCHEDULE

CLASS	STEPS/YEARS									
	1	2	3	4	5	11	14	17	20	23
<b>I</b>	13.60	14.13	14.68	15.25	15.85	16.47	17.11	17.78	18.47	19.19
<b>II</b>	14.13	14.68	15.25	15.85	16.47	17.11	17.78	18.47	19.19	19.94
<b>III</b>	14.68	15.25	15.85	16.47	17.11	17.78	18.47	19.19	19.94	20.72
<b>IV</b>	15.25	15.85	16.47	17.11	17.78	18.47	19.19	19.94	20.72	21.52
<b>V</b>	15.85	16.47	17.11	17.78	18.47	19.19	19.94	20.72	21.52	22.36
<b>VI</b>	16.47	17.11	17.78	18.47	19.19	19.94	20.72	21.52	22.36	23.24
<b>VII</b>	17.11	17.78	18.47	19.19	19.94	20.72	21.52	22.36	23.24	24.14
<b>VIII</b>	17.78	18.47	19.19	19.94	20.72	21.52	22.36	23.24	24.14	25.08
<b>IX</b>	18.47	19.19	19.94	20.72	21.52	22.36	23.24	24.14	25.08	26.06
<b>X</b>	19.19	19.94	20.72	21.52	22.36	23.24	24.14	25.08	26.06	27.08

**Job Classification:**

- Class I Yard Duty
- Class II Cafeteria Assistant I
- Class III Cafeteria Assistant II, Para-Educator
- Class IV Bilingual Para-Educator, Library
- Clerk Class V Attendance Clerk/Office Assistant
- Class VI Custodian, Bilingual Liaison, Career Center Technician, Cafeteria Cook
- Class VII Bus Driver
- Class VIII Utility Worker/Bus Driver, Administrative Assistant, Head Custodian
- Class IX Maintenance Technician/Bus Driver, Transportation Coordinator/Utility Worker/Bus Driver
- Class X Data Technology Specialist, Technology Support Specialist

**Longevity Steps:**

- Advancement following the completion of years of service, effective July
- 1st. Step 11 Upon Completion of 10 years, commencing with year 11
- Step 14 Upon Completion of 13 years, commencing with year 14
- Step 17 Upon completion of 16 years, commencing with year 17
- Step 20 Upon Completion of 19 years, commencing with year 20
- Step 23 Upon Completion of 22 years, commencing with year 23

**Annual Salary for 12 month employees 261.25 days**

**Health Insurance Monthly Cap \$850.96**

*Board Approved: April 10, 2018*



**COMPENSATION STUDY PROCEDURE**

A. Purpose

The Purpose of this procedure is to permit an employee who believes that his/her compensation is not reasonably aligned with similar positions in comparable districts and/or not reasonably aligned with the scheduled compensation of other positions within the classified service of CUSD to seek review of his/her position by compensation study.

B. Initiating Petition

CSEA may petition for a compensation study to be conducted by the Compensation Subcommittee each fiscal year, on an as needed basis, but in no event involving a study of more than two positions in any fiscal year. The petition shall be submitted by October 1<sup>st</sup> of each fiscal year to the Superintendent and shall include, at a minimum, a statement of justification supporting the request for the study. Any petition submitted by October 1<sup>st</sup> shall be studied.

C. Compensation Subcommittee

The Compensation Subcommittee shall be comprised of the following individuals:

1. CSEA President
2. District Business Manager or designee; and
3. A classified unit member, not holding a position under consideration by the Compensation Subcommittee, mutually selected by the CSEA President and District Business Manager

D. Role of Compensation Subcommittee

Upon completion of the compensation study, the Compensation Subcommittee shall report the results of the study at a joint meeting of the bargaining teams, to be held by the parties no later than January each fiscal year.

E. Compensation Study

The Compensation Study may include, but not necessarily be limited to, the following:

1. Interview employee(s) holding position(s) under review;
2. Interview supervisor(s) of employee(s) holding position(s);
3. Review job descriptions
4. Comparison of salary survey and job descriptions of comparable districts

Comparable Districts shall be:

Williams Unified School District  
 Pierce Jt. Unified School District  
 Live Oak Unified School District  
 Gridley Unified School District  
 Middletown Unified School District  
 Cloverdale Unified School District

Durham Unified School District  
 Winters Unified School District  
 Lakeport Unified School District  
 Willows Unified School District  
 Fall River Jt. Unified School District

5. Comparable Districts will be asked for the following information:
  - a. Salary Schedules
  - b. Rank of Position in the District
  - c. Health and Welfare Benefits, including District Contribution
  - d. Hours and Days of Employment
  - e. Staffing related to position

APPENDIX C

APPENDIX "C"

COLUSA UNIFIED SCHOOL DISTRICT

Classified Employee Application to Voluntarily Donate Sick Leave Time

Member Contributor (donor) \_\_\_\_\_

Social Security Number \_\_\_\_\_

I hereby donate \_\_\_\_\_ hours of my accumulated and unused sick leave to be deposited to the sick leave pool established for \_\_\_\_\_ (employee)

I understand that this donation is not to exceed a total of 50% of my annual allotment of sick leave. If there remains any donated but unused sick leave in this pool at the end of the fiscal year, the sick leave shall be returned to the employee(s) who donated the sick leave.

Signature of Donor Employee \_\_\_\_\_ Date \_\_\_\_\_

.....

Verification of Donated Sick Leave Time

To donor Employee:

Your sick leave time has been decreased by \_\_\_\_\_ hours to implement the above request. Please retain this verification sheet for your records.

Payroll Signature \_\_\_\_\_ Date \_\_\_\_\_

Distribution:      Payroll  
                         Donor Employee

APPENDIX D

APPENDIX "D"

**Colusa Riverbenders Chapter 574  
California School Employees Association**

**FORMAL GRIEVANCE - STEP 1**

Date: \_\_\_\_\_

To: Attention Superintendent  
Colusa Unified School District,

Grievant's Name: \_\_\_\_\_

Work Location: \_\_\_\_\_

Grievant's Work Function: \_\_\_\_\_

Date Grievance Delivered To  
Immediate Supervisor: \_\_\_\_\_

Contractual Violation(s):  
(State the actual provisions of  
the contract that have been  
violated) \_\_\_\_\_  
\_\_\_\_\_

Circumstances of Grievance:  
(Specify aspects of disagreement  
with Step I decision) \_\_\_\_\_  
\_\_\_\_\_

Remedy: \_\_\_\_\_  
\_\_\_\_\_

Representatives: CSEA Chapter 574 Chief Job Steward or Designee  
CSEA Labor Relations Representative

\_\_\_\_\_  
Signature of Grievant,

\_\_\_\_\_  
Date

c CSEA Chapter 574 President / Chief Job Steward  
CSEA Regional Representative  
CSEA Labor Relations Representative  
Superintendent, Colusa Unified School District

Revised 03/2000

Colusa Riverbenders Chapter 574  
California School Employees Association

FORMAL GRIEVANCE - STEP 2

Date: \_\_\_\_\_

To: Attention Immediate Supervisor: \_\_\_\_\_  
Colusa Unified School District,

Grievant's Name: \_\_\_\_\_

Work Location: \_\_\_\_\_

Grievant's Work Function: \_\_\_\_\_

Date Grievance Delivered To  
Immediate Supervisor: \_\_\_\_\_

Contractual Violations:  
(State the actual provisions of  
the contract that have been  
violated.)  
\_\_\_\_\_  
\_\_\_\_\_

Circumstances of Grievance: \_\_\_\_\_  
\_\_\_\_\_

Remedy: \_\_\_\_\_  
\_\_\_\_\_

Representatives: CSEA Labor Relations Representative  
CSEA Chapter 574 President/ Chief Job Steward

\_\_\_\_\_  
Signature of Grievant,

\_\_\_\_\_  
Date

- c CSEA Chapter 574 President/ Chief Job Steward
- CSEA Regional Representative
- CSEA Labor Relations Representative
- Superintendent, Colusa Unified School District