

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
JAMESTOWN SCHOOL DISTRICT
And



CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
And Its
JAMESTOWN SCHOOL DISTRICT CHARTER #742

July 1, 2024 - June 30, 2027

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ARTICLE I

AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Jamestown School District ("Board" or "District") and the Jamestown Classified Staff, California School Employees Association, Jamestown Chapter #742 ("Association" or "CSEA"), an employee association.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

ARTICLE II

DURATION

- 2.1 This Agreement shall remain in full force and effect from July 1, 2024 through June 30, 2027.
- 2.2 For fiscal years 2024-2025, 2025-2026 and 2026-2027 each party may reopen on wages and health and welfare and up to two (2) articles of choice for negotiation. The Association and/or District shall present any proposed changes to this Agreement to the Board at a regular monthly Board meeting. After completion of the "Sunshine" provisions of the Rodda Act for initial proposals of both parties, the parties will meet and negotiate in good faith.
- 2.3 Re-openers on any other Article(s) will be allowed only by mutual agreement between the Association and the District.
- 2.4 Signed and entered into this July 10, 2024

FOR THE DISTRICT:



July 10, 2024

Contessa Pelfrey, Superintendent

FOR CSEA:

Lisa Mooney, CSEA Chapter #742

Cheri Bunney, Board President

Joe Espinoza, Labor Relains Representative, CSEA

ARTICLE III

RECOGNITION

- 3.1 The Board recognizes the Association as the exclusive representative of all classified employees of the District, pursuant to PERB Case Number S-R-916 for the purpose of meeting and negotiating, with the exception of positions designated as management, supervisory, confidential, short-term or substitutes.
- 3.2 The bargaining unit may be expanded to other classes by mutual agreement of the District and the Association subject to the rules of PERB. The District agrees to consult with the Association on the inclusion into the unit of any new classified positions created after the effective date of this agreement. Any disputed positions will be submitted to PERB for resolution.

ARTICLE IV DISTRICT RIGHTS

- 4.1 District retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the District and not abridged herein include, but are not limited to, the following:
 - 4.1.1 To manage and direct its business and personnel;
 - 4.1.2 To manage, control and determine the mission of its departments, building facilities and operations;
 - 4.1.3 To create jobs, departments and facilities in whole or in part;
 - 4.1.4 To discontinue work for economic reasons;
 - 4.1.5 To direct the work force;
 - 4.1.6 To determine the number of employees needed;
 - 4.1.7 To hire, promote and maintain the discipline and efficiency of its employees;
 - 4.1.8 To establish work standards, schedules of operation and reasonable work load;
 - 4.1.9 To specify or assign work requirements;
 - 4.1.10 To determine the type and scope of work to be performed and services to be provided;
 - 4.1.11 To determine the methods, processes, means and places of providing services; and
 - 4.1.12 To take whatever action necessary to prepare for or operate in an emergency.
- 4.2 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 judgement and discretion in connection therewith, shall be limited by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 4.3 The Board shall amend its written policies and procedures and take such other action by resolution or otherwise as is necessary to give full force and effect to the provisions of this Agreement.
- 4.4 Except as expressly limited by a specific provision of this Agreement or preemptive statutory law, nothing in this Article shall be construed to

limit, amend, decrease, revoke or otherwise modify the rights vested in the District by a law regulating, authorizing or empowering the District to act or refrain from acting. Likewise, nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights of any employee or the Association as such rights are embodied in the Education Code and Government Code of the State of California.

ARTICLE V

LEAVES

- 5.1 Sick Leave – Each unit employee employed five (5) days a week for a fiscal year by the District shall be entitled to twelve (12) days of leave for illness or injury with full pay, exclusive of all days he/she is not required to render service to the District. Employees who are employed for five (5) days a week but less than a full fiscal year shall receive one (1) day per month of employment. An employee who works fewer than five (5) days per week shall receive a pro-rated share of the monthly allotment as the number of days worked per week compares to five (5).
- 5.1.1 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. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of service with the District. Employees who terminate their employment with the District and have used more sick leave than they have accrued at the time of termination shall have those extra unearned days deducted from their final paycheck.
- 5.1.2 Pay for any day of such absence shall be the same as the pay that would have been received had the employee served during the day.
- 5.1.3 If an employee does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.
- 5.1.4 The Board's rules or regulations pertaining to use of sick leave and proof of illness or injury shall apply. The Board's rules and regulations shall not discriminate against evidence of treatment and the need therefore by the practice of the religion of any well-recognized religious sect, denomination or organization.
- 5.1.5 An employee may be required to provide a medical professional's written verification for any sick leaves used in excess of five (5) consecutive days.
- 5.2 Personal Necessity Leave – Any days of absence for illness or injury earned pursuant to Section 5.1 above may be used by the probationary or permanent employee, at the individual's election, in cases of personal necessity, including any of the following:

- 5.2.1 Death of a member of his immediate family when additional leave is required beyond that provided in the Bereavement Leave section below.
- 5.2.2 Accident, involving his/her person or property, or the person or property of a member of his immediate family.
- 5.2.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- 5.2.4 Illness/injury of an immediate family member requiring the physical presence of the employee.
- 5.2.5 Each employee shall be entitled to use up to three (3) days of personal necessity leave for personal business, which can be taken in quarter day (2 hour) increments. If the leave can be covered by district staff, it may be taken in 15-minute increments. The personal business must be of such a nature that it could not be handled during off-duty hours. Employees may use up to three (3) days of personal necessity leave as Discretionary Leave without further explanation. These days are not to be used for recreation, seeking other employment or work on another job.
- 5.2.6 Such other reasons which the Board may prescribe.
- 5.2.7 No earned leave in excess of seven (7) days may be used in any school year for the purposes enumerated in this section. The Board may prescribe rules requiring and prescribing the manner of proof of personal necessity. Immediate family shall have the same meaning as described in the Bereavement Leave section.
- 5.2.8 Bargaining unit members must obtain approval of the District seventy-two (72) hours in advance for absences under Section 5.2.3 and 5.2.5.
- 5.3 Pregnancy Leave – A sick leave absence with pay will be granted for a disability caused by pregnancy when the attending physician certifies that the employee is physically disabled and cannot perform regularly assigned duties. Pregnancy disability absence shall be charged to sick leave and/or extended disability in the same manner as other illness absences.
 - 5.3.1 To be eligible for pregnancy disability leave, the employee must work until a physician certifies that the employee is temporarily disabled and must return to work not later than the beginning of the week following the physician's verification that the employee is released to return to duty.

- 5.3.2 The period of paid absence shall be limited to that period of medical disability as verified by the physician.
- 5.3.3 After initial written verification of temporary disability resulting from pregnancy, the employee shall be responsible for notifying the District of her intention to return not less than one week prior to her anticipated return.
- 5.3.4 An employee may request additional time off without pay which, when combined with the sick leave used for pregnancy and childbearing does not exceed four (4) months. Such request shall be made in writing to the Superintendent. Any leave requested in excess of 4 months must go to the Board for approval.
- 5.4 Jury Duty or Witness Duty – Employees called to serve on a jury, or as a subpoenaed witness, shall be entitled to said leave without loss of benefits such as sick leave. Employees who are called for jury duty shall assign their jury duty pay to the District. The remittance to the District shall not include reimbursements for travel, meals, or parking allowances. Employees are required to return to work during any day or portion thereof in which jury duty service is not required. When jury duty pay is for time not normally within the employee's work hours and the employee completes his/her normal work shift(s), the employee may keep the compensation for such jury duty.
- 5.5 Bereavement Leave – Unit employees shall be granted necessary leave of absence, not to exceed five (5) days 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 leave granted by other sections of the Education Code.
- 5.5.1 Members of the immediate family, as used in this section means the **spouse, domestic partner, civil union partner**, mother, father, grandmother, grandfather or a grandchild of the employee or of the spouse of the employee, and the son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.
- 5.6 Industrial Accident and Injury Leave – A member of the classified service who is absent from duty because of an industrial accident or illness shall be entitled to industrial accident or illness leave under the following conditions and regulations as authorized under Education Code Section 45192.

- 5.6.1 Any employee who is injured on the job must notify his/her supervisor or the Superintendent immediately, but in no event later than the next working day after the injury was incurred.
- 5.6.2 Allowable leave shall be for 60 working days any one fiscal year for the same accident.
- 5.6.3 Allowable leave shall not be accumulated from year to year.
- 5.6.4 Such leave shall commence on the first day of absence.
- 5.6.5 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
- 5.6.6 Industrial accident or illness leave shall be reduced by one day for each day or authorized absence regardless of a temporary disability indemnity award.
- 5.6.7 When an industrial accident or illness occurs at a time when the full 60 working 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 injury or illness.
- 5.6.8 The industrial accident or illness leave is to be used in lieu of entitlement acquired under the Sick Leave section above. When entitlement to industrial accident or illness leave has been exhausted, entitlement or 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 the person's 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 days wage or salary.
- 5.6.9 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 5.6.10 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law or the action of the Board, the employee shall endorse to the District wage loss benefit checks 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.
- 5.6.11 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 his position, he 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 39-month period, he/she shall be employed in a vacant position in the class of his previous assignment over all other available candidates except of a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations. 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.

- 5.7 Time Off For School Visits – Parents, guardians, or grandparents having custody of one or more children in grades K-12 may take off up to forty (40) hours each school year, not to exceed eight (8) hours in any calendar month, to participate in activities of the school, upon proper notice to the employee’s supervisor. If both parents are employed by the District, the entitlement to such a planned absence applies only to the parent who first requests the time off, although the employer may permit both parents to take leave at the same time.

5.7.1 Employees must use existing vacation, personal leave, or compensating time off for the school activities.

- 5.8 Extended Sick Leave – The District shall, in addition to sick leave provided in Section 5.1, credit each classified employee a total of not less than 100 working days of paid sick leave. Such paid sick leave shall be compensated at not less than 50 percent of the employee’s regular salary. This paid sick leave shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.

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

5.8.2 An employee, upon ability to resume the duties of a position within the class to which he or she was assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. The employee shall be restored to a position within the class to which the employee was assigned, and if at all possible, to his or her position with all the rights, benefits and burdens of a permanent employee.

5.8.3 If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his or her position the employee shall be placed on a reemployment list for a period of 39 months.

- 5.8.4 At any time, during the prescribed 39 months, the employee is able to assume the duties of his or her position the employee shall be reemployed in the first vacancy in the classification of his or her previous assignment. The employee's reemployment will take preference over all other applicants except for those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his or her proper seniority. Upon resumption of his or her duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee.

ARTICLE VI VACATION

- 6.1 Regular employees in the unit shall receive an annual vacation at the regular rate of pay earned at the time the vacation is commenced.
- 6.2 For regular employees, the District shall provide the corresponding hours of vacation credit for each hour of paid service, not including overtime.

<u>Years of Service</u>	<u>Vacation Credit</u>	<u>Maximum</u>
1 st through 5 th Years	.03846	80 Hours
6 th Year	.04231	88 Hours
7 th Year	.04615	96 Hours
8 th Year	.05000	104 Hours
9 th Year	.05384	112 Hours
10 th Year	.05769	120 Hours
11 th Year	.06154	128 Hours
12 th Year	.06538	136 Hours
13 th Year	.06923	144 Hours
14 th Year	.07308	152 Hours
15 th Year	.07692	160 Hours

- 6.3 Vacation may, with the approval of the Superintendent or designee, be taken at any time during the school year for employees who work twelve (12) months. If the employee is not permitted to take his full annual vacation, the amount not taken shall accumulate for use in the next year or is paid cash at the option of the Board.
- 6.4 Earned vacation shall not become a vested right until completion of the initial six (6) months.
- 6.5 The employee may be granted vacation during the school year even though not earned at the time the vacation is taken. If an employee is terminated and had been granted vacation, which was not yet earned at the time of termination of his services, the District shall deduct from the employee's severance check the full amount of salary, which was paid for such unearned days of vacation taken.
- 6.6 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.
- 6.7 This section shall not apply to substitute, short-term, or limited-term employees, as defined in the Education Code Sections 45103 and 45286.

ARTICLE VII

GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance- A claim by a bargaining unit employee (hereinafter called "Grievant") that there has been a violation, misinterpretation or misapplication of any specific provision of this Agreement or a violation of District policies or procedures or the Education Code, which adversely affects the "Grievant or bargaining unit, may be processed as a grievance as hereinafter provided.
- 7.2 Definition of Grievant - The employee who alleges a grievance; a group of employees alleging a grievance; or the Association filing a grievance on behalf of unit members.
- 7.3 Informal Discussion - In the event a Grievant believes there is a basis for a grievance, within fifteen (15) working days from the date of the incident or the date the employee could reasonable have known of the alleged violation, he/she shall first discuss the alleged grievance informally with his/her Principal or immediate supervisor. If as a result of the informal discussion with the Principal or immediate supervisor, a grievance still exists, he/she may invoke the following formal grievance steps.
- 7.4 Step I - Within ten (10) working days after the informal discussion, the Grievant may submit to his/her Principal or immediate supervisor a written statement showing the date of the occurrence, a statement of the nature of the grievance and provisions of the contract allegedly violated, and the relief sought. Copies of the grievance shall be submitted by the Grievant to the Association representative and the Principal or immediate supervisor.
- 7.4.1 Within ten (10) working days of receipt of the written grievance, the Principal or immediate supervisor shall meet with the Grievant and/or the Association representative in an effort to resolve the grievance. The Principal or immediate supervisor shall indicate to the grievant and the Association the disposition of the grievance within ten (10) working days after such meeting. The notification shall be in writing.
- 7.5 Step II - If the Grievant is not satisfied with the disposition made by the Principal or immediate supervisor, or if no disposition has been made within the above stated time limits, then the Grievant shall submit the grievance in writing to the Superintendent.
- 7.5.1 Within ten (10) working days of either event above, the Grievant may submit to his/her Superintendent a statement showing the date of the

occurrence, a statement of the nature of the grievance and provisions of the contract allegedly violated, and the relief sought. Copies of the grievance shall be submitted by the Grievant to the Association representative and the Superintendent.

- 7.5.2 Within ten (10) working days of receipt of the written grievance, the Superintendent shall meet with the grievant and/or the Association representative in an effort to resolve the grievance. The Superintendent shall indicate to the grievant and the Association the disposition of the grievance within ten (10) working days after such meeting. The notification shall be in writing.
- 7.6 Step III – If the grievant is not satisfied with the disposition made by the Superintendent, or if no disposition has been made within the above stated time limit; the Association may submit a request that the grievance be submitted for mediation.
 - 7.6.1 Within ten (10) working days of either event above, the grievant may submit a written request for mediation to the Superintendent. The parties will notify the State Mediation and Conciliation Service and request a mediator. The mediator shall work with both parties to resolve the dispute. If the dispute is not resolved at this step, the Mediator shall submit a written opinion to the District.
 - 7.6.2 Within ten (10) working days of receipt of the Mediator's opinion, the Superintendent shall indicate to the grievant and the Association in writing the disposition of the grievance at Step III.
- 7.7 Step IV – If the grievant is not satisfied with the disposition made by the Superintendent and based upon the Mediator's opinion, or if no disposition has been made within the above stated time limits, the Association may submit a request that the grievance be submitted to the Board of Trustees.
 - 7.7.1 Within ten (10) working days of either event above, the grievant shall submit a written request for a hearing before the Board of Trustees. The Board shall conduct a hearing to hear arguments on the dispute from the parties to the grievance. Both parties to the grievance shall have the opportunity to provide evidence and witness testimony to support their arguments on the dispute. The Board of Trustees reserves the right to designate a representative to conduct the hearing at Step IV. The Board of Trustees or designee shall act as an impartial trier of fact at the hearing and shall render a written disposition to the grievant and the Association no later than twenty (20) working days following completion of the hearing.

- 7.8 Step V – If the Grievant is not satisfied with the disposition made by the Board, or if no disposition has been made within the above stated time limits, the Association may submit a request that the grievance be submitted to binding arbitration.
- 7.8.1 Within ten (10) days of the either event above, the Association shall submit a written request for submission of the grievance to binding arbitration.
- 7.8.2 Within ten (10) days of the Association’s demand for arbitration, the parties shall select an arbitrator to hear the grievance.
- 7.8.3 The arbitrator will be selected from a list submitted by the State Mediation and Conciliation Service. Each party will then alternately strike names until only one name remains. The order of striking will be determined by lot.
- 7.8.4 The arbitrator shall set forth his/her decision in writing within thirty (30) days of the close of the hearing. The decision shall be binding upon the parties. The parties shall equally share all fees of the arbitrator associated with the arbitration. The party incurring them will pay all other costs.
- 7.9 General Provisions – The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. Any grievance not processed in conformance with the timelines set forth in this procedure shall not be subject to consideration by the arbitrator. However, only the arbitrator has the authority to find that the timelines were not observed.
- 7.9.1 A grievance, which affects employees at different locations or with different supervisors, may be initially filed at Step II.
- 7.9.2 Chapter Association representatives shall receive paid release time for the purpose of investigating and processing a grievance.
- 7.9.3 All documents, communications and records dealing solely with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 7.9.4 The Association may represent a Grievant at any step of this procedure.
- 7.9.5 Certified mail or personal service shall accomplish proof of service.
- 7.9.6 The provisions of this grievance procedure, including the arbitration clause, continue in full force and effect after the expiration date of the Agreement.

ARTICLE VIII HOURS OF WORK

- 8.1 Normal Hours – The normal number of hours of regular employment of a full-time employee is 2080 hours per year.
 - 8.1.1 This article shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the District.
 - 8.1.2 Classified employees will be provided written notification of their job assignment and work hours for the next school year at least two weeks prior to the start of school.
- 8.2 Assignment – Unit members shall be assigned a work schedule with a regular minimum number of hours per day, days per week and months per year, and with regular starting and quitting times. Changes shall not be made without prior notice. Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hour rates applicable to his/her position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, months per year.
 - 8.2.1 Additional time is defined as extra hours outside of the salary agreement excluding holiday or vacation credit and worked on an as needed basis.
 - 8.2.2 A short-term assignment is defined as a position that has a definite beginning and end date which includes holiday and vacation credit.
 - 8.2.3 When additional time (as defined in 8.2.1) is assigned to a position on a regular basis for twenty (20) consecutive work days or more, the assignment shall be offered to the employee in the appropriate classification with the greatest seniority provided it doesn't conflict with the employees regular schedule. If the senior employee declines the additional time, it shall be offered to the remaining bargaining unit employees in the classification in descending order of seniority until the assignment is made.
- 8.3 Work Year – Pursuant to Education Code 45102, all classified employees are deemed to be employed for twelve (12) months during each school year regardless of the number of months they are normally in paid status.
 - 8.3.1 If, during a school year, it is necessary to assign a bargaining unit member an assignment or service in addition to their regular assignment, the District shall

pay the bargaining unit member on a pro rata basis for the additional assignment or service, not less than the compensation and benefits that are applicable to the classification of the additional assignment or service during the school year pursuant to Education Code 45102. Compensation and benefits shall include the following:

- Paid holidays pursuant to the collective bargaining agreement
- Sick leave Accrual
- Vacation Accrual
- CalPERS credit for all hours worked during the summer months, which are not to be considered overtime
- Entitlement to all applicable provisions of the collective bargaining agreement and relevant statutes

- 8.4 Lunch Period – All employees assigned to work more than six (6) hours per day covered by this Agreement shall be entitled to an unpaid uninterrupted lunch period not to exceed one (1) hour and not less than one-half (1/2) hour, as assigned by the employee's immediate supervisor.
- 8.5 Rest Period – Bargaining unit employees shall be granted a fifteen (15) minute rest period, which, insofar as practicable, shall normally be in the middle of each work period of four (4) hours or more.
- 8.6 Call Back – Unit employees unexpectedly called back to work by the District shall receive credit for a minimum of two (2) hours worked, or the actual time worked, whichever is greater.
- 8.7 Computation of Time Worked – For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off or other paid leave of absence shall be considered as time worked by the employee.
- 8.8 Seniority – Seniority shall be determined by date of hire.
- 8.9 Shift Differential – Those employees required to work four (4) hours or more after 4:00 p.m. as a part of their regular assignment, shall be compensated at a salary rate equal to three percent (3%).
- 8.10 Split Shift Differential - Those employees required to work shifts, which are split by two (2) hours or more, not to include duty free lunch period, shall be compensated at a salary rate equal to three percent (3%).
- 8.11 Standby Time – All standby time shall be considered as regular hours worked and shall be compensated at the appropriate straight time or overtime rate of pay as defined in this Agreement.

ARTICLE IX

OVERTIME

- 9.1 Definition – Overtime is that time worked under the conditions specified in this article.
- 9.2 Authorization Required – Except in an emergency, prior to performing any overtime the need for such overtime will be determined and, if found necessary, will be approved by the Superintendent or designee.
- 9.3 Payment – Classified employees shall be compensated at the rate of time and one-half ($T \frac{1}{2}$) either in wages or compensatory time off at the employees choosing whenever required to work in excess of eight (8) hours in any single day or forty (40) hours in any single work week. Compensatory time not taken within the fiscal year of its granting shall be paid in the form of compensatory salary. When asked to work beyond their regular working hours, classified employees shall have the choice of receiving overtime pay or compensatory time off. The date of the compensatory time off must be mutually agreed to in advance.
 - 9.3.1 Pay will be based on the individual's current rate of pay.
 - 9.3.2 Compensatory time may be carried over from one fiscal year to another upon written request of the employee and with prior written approval of the Superintendent or designee.
 - 9.3.3 For employees whose workday average is four (4) or more hours during the workweek, such employees shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek at the rate equal to one and one-half ($1 \frac{1}{2}$) times the regular rate of pay of the employee performing the work, with the following exceptions:
 - 9.3.3.1 Any regular employee whose five (5) day, forty (40) hour week includes Saturday and Sunday shall not be paid over time for regularly scheduled Saturday or Sunday work.
 - 9.3.3.2 Except as otherwise required by the Education Code, on-call intermittent employees working fewer than forty (40) hours in any one week, including Saturday and Sunday, shall not be paid overtime rates for Saturday and/or Sunday work.

ARTICLE X

HOLIDAYS

- 10.1 Recognized Holidays – All employees shall be entitled to the following paid holidays provided they are in paid status during any portion of the regular working day immediately preceding or succeeding the holiday:

Independence Day – July 4th

Labor Day – First Monday in September

Veteran's Day – November 11th

Day before Thanksgiving Day – Third Wednesday in November
(In lieu of Admission Day)

Thanksgiving Day – Third Thursday in November

Day after Thanksgiving Day – Third Friday in November

Day before or after Christmas Day

Christmas Day – December 25th

Day before or after New Year's Day

New Year's Day – January 1st

Dr. Martin Luther King, Jr. Day – per Board approved calendar

Lincoln's Birthday – per Board approved calendar

President's Day – Third Monday in February

Memorial Day – Last Monday in May

Juneteenth- June 19th

- 10.2 Eligibility for Christmas and New Year Holidays – Regular employees of the District who are not normally assigned to duty during the school holidays of December 24th and 25th, and December 31st and January 1st shall be paid for these holidays provided that they were working their normal assignment immediately preceding or succeeding the holiday period, except for absences related to illness.
- 10.3 Holidays on Saturday and Sunday – When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Sunday, the following Monday shall be deemed the holiday in lieu of the day observed.
- 10.4 Holidays Worked – When any classified employee is required to work on a holiday, he/she shall be paid compensation or given compensatory time off for such work at the rate of time and one-half (T ½) of the employees regular pay in addition to the regular pay received for the holiday.

ARTICLE XI WAGES

- 11.1 Wages -- Annual salary schedules shall be developed in accordance with terms of this Agreement and shall be part thereof in the form of Appendix A
- 11.2 Paychecks -- All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions. All bargaining unit employees shall be paid once per month, payable on or before the last working day of the month of the Tuolumne County Superintendent's Office. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
- 11.3 Payroll Errors and Lost Checks -- Any payroll check which contains an error resulting in insufficient payment for an employee, or which is lost after receipt or which is not delivered within five (5) days of mailing, shall be replaced and/or a supplemental check issued not later than five (5) working days following notice by the employee to the payroll department. An error resulting in an overpayment of salary will be collected by way of payroll deduction of a mutually agreed upon amount, unless employee terminates his/her employment, in which case the overpayment will be deducted from his/her final payment.
 - 11.3.1 When a payroll error results in the overpayment to an employee, the parties shall adhere to the provisions of Education Code sections 44042.5
- 11.4 Compensation for an Employee Working Out of Classification -- An employee shall not be required to perform duties not a part of his/her classification except as provided in this section.
 - 11.4.1 An employee assigned duties not a part of his/her classification for a period of time which exceeds five (5) working days within a fifteen (15) day period shall have his/her salary adjusted upward for the entire time he/she is required to work out of classification.
 - 11.4.2 If assigned to duties normally performed by employees in a higher classification for a period of time which exceeds five (5) working days within a fifteen (15) day period, the employee's rate of pay shall be moved to the appropriate range and step of the higher classification to insure not less than a 5% increase, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.
- 11.5 Longevity -- Longevity Pay shall be paid as an annual stipend to employees for continuous years of District paid service as follows:

Year sixteen (16) through year twenty (20)	\$1000.00
Year twenty-one (21) and after	\$1000.00
(Maximum \$1700.00 \$2200)	

The longevity Stipend will be prorated for employees working less than 2080 hours.

- 11.6 Newly hired employees who have experience within the job classification will be placed on the salary schedule according to their years of experience, but no higher than Step 8.

ARTICLE XII

HEALTH AND WELFARE BENEFITS

- 12.1 For each classified employee regularly assigned to work six (6) hours per day and a minimum of 180 days per year, the employer will offer medical, dental and vision benefits for the employee and their dependents. The District's total contribution to that plan shall not exceed \$9600 per year based on 2080 hours per year. Full time employees must participate in the Health and Welfare Benefit program. The contribution will be prorated for employees working less than 2080 hours. Part time employees who decline to participate in the Health and Welfare Benefit program may elect to either receive their prorated cap in cash through payroll or to contribute to a 403(b) account.
- 12.2 Any changes to the material terms of the coverage provided are subject to negotiations with CSEA.
- 12.3 In the event an employee works twenty (20) consecutive days at thirty (30) minutes or more above their contracted position, the daily hour assignment shall be adjusted upward for the purpose of receiving health and welfare benefits. This excludes additional time as defined in 8.2.1.
- 12.4 Retirees shall have the option of continuing in the employer provided health and welfare benefit plans at no cost to the District if allowed by the provider. Premium payments are payable to the District on a month-to-month basis in advance.
- 12.5 All employees who are continuously employed with the district for 15-years or more will be eligible to receive up to five years of health benefits at retirement. This would be at the negotiated health cap at the time of retirement up until the age of 65.

This benefit is for the employee only and in the event of death of the retiree, will not be paid to the unit member's estate.

ARTICLE XIII

PERSONNEL FILE, PROBATION AND EVALUATION

- 13.1 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.
- 13.2 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.
- 13.3 Employees shall have the right to examine their personnel file provided that the request is made at a time when such person is not actually required to render services to the District. The employee's personnel file shall be available for examination by the employee or his/her representative if authorized in writing by the employee.
- 13.4 Information of a derogatory nature shall not be entered into or filed unless and until the employee is given notice and an opportunity to review and comment. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction for a reasonable length of time. Employee will be given a copy of any derogatory written material prior to that material being placed into the personnel file. The date the material is placed in an employee's file shall be noted on the material. The employee shall be allowed to respond to any derogatory material within ten (10) working days and have said response attached to said derogatory material.
- 13.5 Probation/Evaluation -- Initial placement is probationary for a period not to exceed six (6) working months. At least two (2) evaluations during the probationary period shall be conducted, one at three (3) months, and a final probationary evaluation at six (6) months. Each employee will be evaluated in conference between the employee and his/her supervisor. Permanent employees will be evaluated at least once a year and no later than June 1st. The purpose of evaluations is to improve performance.
- 13.6 Each employee shall be given a copy of the completed evaluation form and an opportunity to discuss such form prior to its inclusion in the employee's personnel file (Appendix B). Employees will be requested to sign the report, but

such signature shall not be construed to signify agreement with the evaluation report. In the event that an employee refuses to sign an evaluation report, the report shall be sent by certified mail to the employee with a notification that the employee has an opportunity to respond in writing.

- 13.7 Evaluation reports reflecting “needs improvement” or “unsatisfactory” ratings shall include recommendations for any necessary improvements and provisions for assisting the employee in implementing any recommendations made. These recommendations shall be in writing.
- 13.8 Evaluations will be made by an administrator in direct line authority over the employee being evaluated.

ARTICLE XIV

LAYOFFS, REEMPLOYMENT, AND LENGTH OF SERVICE

- 14.1 Procedures – Whenever, because of lack of work or lack of funds, it becomes necessary to lay off permanent employees, such layoff shall be conducted in accordance with procedures set forth in the sections below.
- 14.1.1 A layoff is defined as the elimination of a position or a reduction in hours, workday or work year assigned to a position.
- 14.2 Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants, provided they meet qualifications for the position. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of thirty-nine (39) months. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or who choose to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority. Employees in laid off status that refuse three offers of reemployment shall be deemed to have exhausted any and all rights to reemployment.
- 14.3 No volunteer, substitute, short-term employee or student will perform work ordinarily performed by the person laid off except to the extent such work is currently being performed by a volunteer, substitute, short-term employee or student.
- 14.4 Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by seniority. The employee who has been employed for the shortest time in the class, plus higher classes in which the employee has worked, shall be laid off first. Reemployment shall be in the reverse order of layoff.

- 14.5.1. Whenever a permanent classified employee is to be laid off for lack of work or lack of funds, the Superintendent or designee shall no later than March 15 and before the employee is given formal notice by the Governing Board, give to the employee written notice of the recommendation, the reasons that the employee's services will not be required for the ensuing year, any displacement rights, reemployment rights, and the employee's right to a hearing. An employee subject to layoff shall be provided notice prior of the impending layoff as required by education code 45117. Jamestown School District shall notify CSEA by March 1 of the initial list of classifications to be laid off. Jamestown School District shall provide CSEA with the most current seniority roster of affected classifications by March 1. A copy of the layoff notice will be provided to designated CSEA offer.
- 14.5.2. An employee who is so notified may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year. The request shall be in writing and shall be delivered to the person who sent notice to the employee, not less than seven days after the date the notice is served on the employee. Failure of an employee to request a hearing on or before the date specified shall constitute a waiver of the employee's right to a hearing.
- 14.5.3. The Superintendent or designee shall serve an employee who timely requests a hearing with the District Statement of Reduction in Force documents. The employee has five calendar days from service of the District Statement of Reduction in Force documents to timely file a notice of participation with the district. The parties are entitled to discovery, if requested within 15 days of service of the District Statement of Reduction in Force documents.
- 14.5.4. If a hearing is requested by a permanent classified employee, the proceeding shall be conducted and a decision made by an administrative law judge. The Board shall make a final decision regarding the sufficiency of the cause and disposition of the layoff upon receipt of the administrative law judge's proposed decision. None of the findings, recommendations, or determinations in the proposed decision prepared by the administrative law judge shall be binding on the Board.
- 14.5.5. Following the Board's decision, the Superintendent or designee shall give final notice of termination to the affected employee(s) before May 15 unless a continuance was granted after a request for hearing was made, in which case such date may be extended by the number of days of the continuance.
- 14.5.6. If during the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies, the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, and that it is therefore necessary to decrease the number of classified employees due

to lack of work or lack of funds, the Board may issue a District Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing adopted by the Board, and layoff proceedings shall be carried out as required by law.

- 14.5.7. When classified positions are eliminated as a result of the expiration of a specifically funded program, the district shall give written notice to the affected employee(s) not less than 60 days prior to the effective date of the layoff informing the employee(s) of the layoff date, any displacement rights, and employment rights. The hearing rights described above do not apply to these layoffs based upon the expiration of a specially funded program.
- 14.5.8. The district is not required to provide a layoff notice to any person hired as a substitute employee or a short-term employee.
- 14.5.9. Additionally, the district may release probationary classified employees at any time during their probationary service.
- 14.6 Bumping Rights – A permanent employee laid off from his/her present classification may bump into the next equal or lower classification in which the employee has greater seniority. The employee may continue to bump into such equal or lower classifications to avoid layoff provided the employee has worked previously in the equal or lower classification and has achieved permanent status. The employee shall be notified of their right to bump and the position to which they may bump into and shall have five (5) days to accept the bumping or elect the layoff. For employees who elect the layoff, the notice and hearing procedures specified above shall apply.

ARTICLE XV

ASSOCIATION RIGHTS

- 15.1 Access – With prior permission of the District administration, the Association shall have the right to access to areas in which employees work for the purpose of representing bargaining unit members in the grievance process.
- 15.2 Bulletin Boards – The Association will have the opportunity to post on the Jamestown School District bulletin board. No one other than a CSEA appointed chapter officer shall remove or add items to this board.
- 15.3 Equipment – The Association shall be provided with the use of institutional equipment at reasonable times providing such use does not interfere with District operations. This equipment shall include but not be limited to phones, facsimile machines, photocopiers and computers for the purpose of checking electronic mail. CSEA shall provide paper sufficient for needs.
- 15.4 Facilities – CSEA shall have the right to use District facilities for CSEA business and organizational meetings providing such use does not interfere with District operations.
- 15.5 Copies of Certain Materials – CSEA representative(s) shall receive copies of everything from management pertaining to classified positions upon request.
- 15.6 Board Agendas – The District shall provide the chapter president of CSEA one copy of the non-confidential Board Agenda and any non-confidential back-up material related thereto, for each Board meeting.
- 15.7 Distribution of Contract – The Bargaining Unit shall provide a copy of this contract to every Bargaining Unit Member. The District shall maintain an electronic version on the Local Area Network (LAN). A paper copy will be available in the District Office.
- 15.8 Release Time – Release time not to exceed three (3) hours per month shall be provided for the CSEA Chapter President or his/her designee. This time shall not be accrued from month to month.

Release time shall be granted to two (2) authorized members of the Chapter to attend CSEA's annual conference. Release time shall be granted to CSEA state officers to carry out the functions of their office.

Release time in addition to the Chapter President's release time and CSEA's annual conference shall be limited to four (4) hours per month.

- 15.9 The District agrees to complete the annual CSEA Salary Survey and to submit a copy of the completed survey documents to the Chapter President in addition to the CSEA Research/Negotiations Department.

ARTICLE XVI

SAFETY

- 16.1 Commitment – The District and each employee agree to direct and perform all duties in a safe manner and to comply with all applicable laws and regulations.
- 16.2 Safety Reports – Employees are encouraged to report in writing any unsafe or unhealthful condition of work to his/her immediate supervisor with a copy to the Superintendent. The supervisor shall acknowledge the date of receipt of the report on a copy retained by the employee.
- 16.3 Bus Driver In-service – The District will provide ten (10) hours of legally required training annually for District Bus Drivers in order to meet legally required training obligations to maintain their bus driving certificates.
- 16.4 Injurious Objects – Any classified employee who is designated by the governing board for such purposes may take from the personal possession of any pupil upon school premises, or while under the authority of school personnel, any injurious object in the possession of the pupil.

ARTICLE XVII

SAVINGS CLAUSE

- 17.1 If any provision of the Agreement or any application thereof to any employee or the District is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect. The parties shall meet not later than ten (10) working days after such court decision upon written request of either party to renegotiate the provision or provisions affected.

ARTICLE XVIII

CONCERTED ACTIVITIES

- 18.1 During the life of this Agreement including any extensions thereof, the Association agrees that the employees will not strike, slow-down, or participate in a work stoppage or sick out. During the life of this Agreement the District agrees not to lock out bargaining unit employees.

ARTICLE XIX

UNDERSTANDING, MODIFICATION & WAIVER

19.1 Agreement – It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to negotiations, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters, are hereby superseded or terminated in their entirety.

19.1.1 It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter proposals with respect to any matter subject to meet and confer and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

19.2 Modifications – Negotiations may be reopened at any time on any section of this contract on petition of either party and only with the concurrence of the second party.

19.3 Waiver – The waiver of any breach of a term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, ratified, approved and implemented by either CSEA or the Governing Board of the District.

ARTICLE XX

NON-DISCRIMINATION

- 20.1 No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her race, color, religion, sex, national origin, ancestry, ethnic heritage, creed, sexual orientation, marital status, political persuasion, age, physical disability, mental disability, medical condition, to the extent prohibited by law.
- 20.2 The District and CSEA agree not to discriminate in any manner against an employee because of their Union activity or refusal to engage in union activities.

ARTICLE XXI

ORGANIZATIONAL SECURITY

21.1 Membership and Dues Deduction.

21.1.1 The parties to this Agreement acknowledge and agree that any unit member who has freely and voluntarily consented to be a dues paying CSEA member shall have dues deducted from his/her wages.

21.1.2 The CSEA shall have the sole and exclusive right to payroll deduction of regular membership dues for consenting CSEA members.

21.1.3 The parties to this Agreement acknowledge and agree that the entirety of this Agreement applies equally to all individuals within the unit regardless of whether or not they consent to be dues paying CSEA members.

21.1.4 The District shall not be obligated to put into effect any new or change deductions until the pay period commencing thirty (30) days or more after such submission.

21.1.6 In the event a unit member changes his/her dues deduction status or withdraws consent to be a dues-paying CSEA member, CSEA agrees to promptly notify the District of this change.

21.2. Record Keeping/Recording

21.2.1 With respect to membership dues deducted by the District, the District agrees promptly to remit such monies to CSEA, accompanied by an alphabetical list of unit members for whom, such deductions have been made and indicating any changes in personnel from the list previously furnished.

21.2.2 CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article.

21.3. Hold Harmless

21.3.1 CSEA agrees to reimburse the District, its officers or agent for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of this Agreement or implementation thereof provided the

District has complied with the terms of this Article and has promptly notified CSEA of its awareness of such action.

21.3.2 CSEA shall have the exclusive right to decide and determine whether any such Action shall be compromised, resisted, defended, tried or appealed, to the extent required by law. CSEA shall have the right to select legal counsel at its sole option and expense.

21.3.3 Name and Address of Unit Members - the District shall provide to CSEA the home address of each unit member, unless the employee has opted out of such disclosure.

ARTICLE XXII

DISCIPLINE AND DUE PROCESS

- 22.1 Disciplinary Action – Discipline shall be imposed on permanent employees only for just cause. Disciplinary action includes, but is not limited to, dismissal, demotion, suspension without pay, loss of pay, or reduction in hours or classification. This procedure does not apply to warnings or letters of reprimand.
- 22.2 Just Cause – Just cause is defined as any reason or combination of reasons as follows:
- 22.2.1 Critical Situation Reasons:
- 22.2.1.1 Dishonesty;
 - 22.2.1.2 Gross insubordination or gross negligence;
 - 22.2.1.3 Use or possession on duty of alcohol or illegal drugs as defined by law or any mandatory suspension reason specified in the Education Code;
 - 22.2.1.4 Positive drug/alcohol testing results as maintained through Department of Transportation and Federal Highway Administration (FHWA), Controlled Substances And Alcohol Use And Testing Rule, Code of Federal Regulation (CFR), Title 49 Part 382;
 - 22.2.1.5 Conviction of a felony or any crime involving moral turpitude;
 - 22.2.1.6 Violation of local, state, or federal laws which result in cancellation of licenses required for assigned duty;
 - 22.2.1.7 Any other reason determined by the employer that is judged to cause a potential clear and present danger to the safety and health of students and/or employees.
- 22.2.2 Non-Critical Situation Reasons:
- 22.2.2.1 Incompetence;
 - 22.2.2.2 Insubordination or negligence;
 - 22.2.2.3 Unexcused absence, tardiness, abuse of sick leave or absence without notification;
 - 22.2.2.4 Physical or mental inability to perform duties of the position as determined by a qualified physician.
 - 22.2.2.5 Misuse of district property;
 - 22.2.2.6 Violation of district, Board, or departmental rule, policy, or procedure;
 - 22.2.2.7 Unlawful discrimination, including harassment, on the basis of race, religious creed, color national origin, ancestry, physical handicap, marital status, sex, or age against the

public or other employees while acting in the capacity of a district employee.

22.2.2.7 Abandonment of position, which refers to situations in which the employee has been absent from work without authorization for five days without calling in or responding to call or requests to appear at work.

22.3 Non-Critical Situation – In non-critical situations, an employee whose work or conduct is of such nature as to possibly incur discipline shall first be warned in writing by the Supervisor. The Supervisor shall give not less than ten (10) working days to permit the employee to correct the deficiency without incurring disciplinary action. No less than two (2) written warnings shall be given before disciplinary action is imposed.

22.4 In Critical Situations, discipline may be imposed without prior warnings or reprimands.

22.5 Procedure for Disciplinary Action

22.5.1 The employee shall be notified by written notice when disciplinary action is planned. Such notice shall describe the specific cause or causes for the planned disciplinary action and shall include dates, approximate times and the general location where the chargeable cause or causes occurred. The proposed disciplinary action shall also be stated. The written notice shall be personally served on the employee or mailed to the employee via Certified Mail.

22.5.1.1 The written notice shall include a statement of the employee's right to a hearing, hereinafter Skelly, and the date, time and place scheduled for the Skelly, which shall not be less than five (5) working days from this notice. The Superintendent, or designee, will serve as the "Hearing Officer".

22.5.1.2 Purpose of Skelly is to allow the employee an opportunity to provide any information in his/her defense to the Hearing Officer prior to any discipline being imposed.

22.5.1.3 If the employee fails to attend the Skelly as designated, he/she gives up the right for Skelly and the state intended action shall be imposed.

22.5.1.4 Within a period of five (5) working days following the Skelly, the Hearing Officer shall render judgment to affirm, dismiss the charge or charges, or modify the disciplinary action proposed.

22.5.1.5 Written notification of the Hearing Officer's decision shall be personally served on the employee or mailed to the employee via Certified Mail.

- 22.5.2 Hearing Officer's notification shall include a statement of the employee's right to a hearing by the Board of Trustees; the time within which such a 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 demand for a hearing and a denial of the charges.
 - 22.5.2.1 Upon receipt of a denial and request for a hearing, Jamestown School District will arrange a hearing before the JSD Board of Trustees. The hearing date will allow the employee a minimum of five (5) working days for preparation, but shall not be more than fifteen (15) days from the date of the receipt of the request. The Board shall render judgment to affirm, reverse/dismiss the charge or charges, or modify the disciplinary action.
 - 22.5.2.2 The employee must appear in person and may be represented by CSEA.
- 22.5.3 All hearing shall be conducted in executive session unless the employee specifically requests a public hearing in writing.
- 22.5.4 The decision of the Board of Trustees shall be final.
- 22.5.5 Any disciplinary action shall be subject to the grievance procedure on procedural grounds only.
- 22.5.6 Time limits stated may be extended upon mutual agreement of Jamestown School District and CSEA.
- 22.6 Limitations – 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 employer.
- 22.7 Suspension With Pay – If the employee's presence would, in the judgment of the responsible administrator, constitute a potential clear and present danger to employees, students or the public being served, the employee may immediately be suspended with pay pending the initiation of disciplinary action or completion of a Skelly hearing.

ARTICLE XXIII VACANCIES, PROMOTION AND REASSIGNMENT/TRANSFER

- 23.1 Definitions
 - 23.1.2 Vacancy – Any newly created or existing unfilled position, which the District has determined to fill.
 - 23.1.3 Promotion – The movement of an employee from a classification with a lower salary range to a classification with a higher salary range.
 - 23.1.4 Voluntary Reassignment/Transfer – An employee-initiated reassignment from one shift to another shift without a change of job classification.
 - 23.1.5 Involuntary Reassignment/Transfer – A District-initiated reassignment of an employee from one shift to another shift without a change of classification.
- 23.2 Posting of Vacancy Notices – Notice of all job vacancies shall be posted on bulletin boards in prominent locations within the District and shall show the date and time the notice is posted on the bulletin board. The job vacancy notice shall remain posted for a period of at least seven (7) full working days. All employees who will be on leave or layoff on the date the position is posted shall be mailed or emailed a copy of the notice. Notice must be mailed or emailed on or before the date position is posted in the District.
- 23.3 Vacancy Notice Content – 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 times, days per week, and months per year assigned to the position, the salary range and the deadline and place for filing and application to fill the vacancy.
- 23.4 Vacancy Filing – Any District employee may apply for the vacancy by submitting an application in writing on the District provided form within the application period. A vacancy to which an employee is being involuntarily reassigned/transferred need not be advertised as a vacancy.
- 23.5 Interview Panel – The interview panel will include at a minimum the following people: The District Superintendent or designee, the Supervisory administrator and a bargaining unit member. All interview scores will be considered and tabulated as a whole for each and every candidate for the position.

- 23.6 The District will select a bargaining unit employee candidate over an outside candidate unless the outside candidate is better qualified as determined by the overall scores of the District administered pre-employment assessments and interview. The original test documents and individual interview panel member rating sheets shall be retained by the District for no less than six (6) months after filling the vacancy.
- 23.7 Promotion – A bargaining unit employee shall be given preference to fill a vacancy that will result in promotion. If the employee meets all standards established for the position, the bargaining unit employee shall be considered before non-employee applicants.
- 23.7.1 All employees receiving a promotion shall serve a probationary period of no more than six (6) months in the new position. If the employee's performance is unsatisfactory in the new position, he/she shall have the right to return to his/her former position at the same place on the salary schedule prior to the transfer.
- 23.8 General Provisions – When two (2) or more employees being considered for reassignment or promotion are judged by the interview panel to be equally qualified, seniority in the District shall be the determining factor.
- 23.9 Involuntary Reassignment/Transfer – The District may involuntarily reassign/transfer an employee based upon the best interests of the District. The provisions of this section shall not be used for disciplinary purposes.
- 23.10 Reversion Rights – Employees shall retain the right to revert back to their previously held position, salary and pay range in the event they are unable to satisfactorily complete the probationary period in a promotional Classified bargaining unit position or lateral move into a different classification.

ARTICLE XXIV

EDUCATION INCENTIVE

- 24.1 This provision recognizes the need for all employees to improve in their job performance and that this is possible through continued training and personal growth. A systematic program of professional development, which includes classes, workshops, conferences, and other training programs, benefits both the classified staff and the students of the District. The classified employee, who, through a self-improvement program, widens his/her horizons on and off the job, becomes not only a more knowledgeable person, but also an employee who helps raise the standards of classified employee services.
- 24.2 Eligibility – This provision applies to all bargaining unit employees who have completed two (2) consecutive years of employment with Jamestown School District. Progress toward growth may be earned prior to completion of two (2) consecutive years of employment, but compensation will not be credited until the beginning of the fiscal year following completion of the two (2) years as stated above.
- 24.3 Method – Education Incentive may be earned through college courses, workshops, seminars, lectures, or other established courses of training. This includes any training that may allow for continuing education credit.
- 24.4 Criteria - If an employee desires Education Incentive he/she must file a Professional Growth Plan in writing to their immediate supervisor. If the supervisor disapproves any/all of the plan, the employee may appeal to the Superintendent whose decision will be final and binding. If the Superintendent disapproves, a reason for the disapproval must be submitted in writing to the employee.
- 24.4.1 Criteria for Approval of Coursework – The Professional Growth Plan must be clearly and directly related to improvement of the employee's job performance in their established classification.
- 24.4.2 Criteria for Approval of Education Incentive for Professional Advancement – If the employee aspires to a position of higher classification, they may file a Professional Advancement Plan in writing to the Superintendent. The employee must specifically designate a position of a higher classification that they wish to pursue. All professional development must then focus on training for that higher classification.
- 24.4.3 Compensation increases earned will be paid when earned at the lower classification and if the advancement is attained, will follow to the higher classification.

- 24.5 Verification – Following completion of the coursework, the employee must provide written documentation that they have successfully completed the hours and minimum standards for the course. Partial course completion shall not be awarded partial credit.
- 24.6 Restrictions – Employees must complete all coursework outside of their normal working hours with no cost to the District. An employee may not use sick leave, personal leave, or vacation time (school days only) to attend courses.
- 24.7 Compensation – Education Incentive will be compensated upon completion and verification of coursework hours as follows:
- | | | |
|---------------|---|------------|
| 100-199 Hours | - | \$.25/hour |
| 200-299 Hours | - | \$.45/hour |
| 300-399 Hours | - | \$.65/hour |
| 400 Hours + | - | \$.85/hour |

ARTICLE XXV

CATASTROPHIC LEAVE PROGRAM

- 25.1 An employee who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued vacation or sick leave credits under the catastrophic leave program.
- 25.2 “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s 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/she has exhausted all of his/her sick leave and other paid time off.
- 25.3 Upon requesting donations under this program, the employee shall provide verification of the catastrophic illness or injury.
- 25.4 The Superintendent or designee shall determine:
- 24.4.1 That the employee is unable to work due to the employee’s or his/her family member’s catastrophic illness or injury, and
- 24.4.2 That the employee has exhausted all accrued paid leave credits.
- 25.5 When the above verification and determinations are made, the Superintendent or designee may approve the transfer of accrued vacation and sick leave credits.
- 25.6 The Superintendent or designee shall inform employees of the means by which donations may be made in response to the employee’s request.
- 25.7 Any employee, upon written notice to the District, may donate accrued vacation and/or sick leave credits to the requesting employee at a minimum of eight hours, and in hour increments thereafter. All transfers of eligible leave credit shall be irrevocable. Donation shall be made on a strictly voluntary basis.
- 25.8 To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than ten (10) days.
- 25.8.1 Each employee may donate a maximum of five (5) days per school year.

- 25.9 Benefiting employees may use donated leave credits for a maximum of twelve (12) consecutive months.
- 25.10 An employee who receives paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.
- 25.11 If the employee does not use the donated credits within twelve (12) consecutive months, the credits shall be placed in a pool that will be available to the next eligible employee who requests catastrophic leave.
- 25.12 The Superintendent or designee shall ensure that all donations are confidential.
- 25.13 The District shall notify CSEA in writing no later than September 1 of each year of the amount of catastrophic leave credits, if any that have been placed in the catastrophic leave pool.
- 25.14 This Article shall expire June 30, 2027 unless extended by mutual agreement.

Board Approved July 10, 2024
CSEA Approved