

AGREEMENT BETWEEN  
GOLD OAK UNION SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION  
GOLD OAK CHAPTER 722

Expiration June 30, 2027



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## Article I: Agreement

### 1. Agreement

The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Gold Oak Elementary School District and the California School Employees Association and its Gold Oak Chapter 722 (CSEA).

## ARTICLE II: Recognition

### 1. Recognition

The District hereby acknowledges that CSEA is the exclusive bargaining representative for all employees in the Classified Service Unit performing duties of the positions described in the following classifications:

Bus Driver  
Bus Mechanic/Maintenance Worker  
Cafeteria Helper  
Computer Lab Aide  
Custodian  
Duplicating Equipment Operator  
Groundskeeper  
Instructional Aide  
Instructional Materials Clerk  
Lead Food Service Worker  
Lunchtime/Yard Duty Supervisor  
Media Center Specialist  
Night Custodian  
RSP Instructional Aide  
School Clerk  
Yard Duty/Lunchtime Supervisor  
Principal's Secretary

### 2. Coverage

This agreement applies only to employees in the Classified Unit.

## ARTICLE III: Definitions

### 1. Immediate Family

"Immediate Family" as used in this agreement means the parent, child, sibling of the employee, or of the employee's spouse or registered domestic partner (includes, grand, step, foster of previously mentioned family members.) This also includes any relative living in the immediate household of the employee, or family members as allowed under the Family and Medical Leave Act (FMLA,) or loco parentis or designated persons as allowed under the California Family Rights Act (CFRA.)

## ARTICLE IV: Grievance Procedure

### 1. Grievance Definitions

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

- a. "Grievance" means a complaint of one or more employee(s) that they have been adversely affected by a violation, misapplication or misinterpretation of this agreement.
- b. "Grievant" means the employee(s) signing the grievance.
- c. "Party" means the grievant(s) or the District.

### 2. Time Limits

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. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Failure at Steps 1 or 2 of this Procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given.

### 3. Presentation

An employee or his/her representative, or both may present a grievance while on duty.

### 4. Representation

The grievant may be represented by CSEA.

### 5. Informal Discussion

The alleged violation shall be discussed informally with the immediate supervisor. During this informal discussion, the grievant shall have the right to have a representative of CSEA present.

### 6. Formal Grievance - Step 1 (Immediate Supervisor)

- a. If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) work days from the time the employee knew or might reasonably have been expected to know of the act or stated condition which is the basis of the employee's complaint.
- b. A formal grievance shall be initiated in writing on a form as prescribed by the District and attached as Exhibit A. That form shall be completed to show:
  - i. Grievant's name and work location.
  - ii. Grievant's work function.

- iii. The date the grievance is delivered to the immediate supervisor.
  - iv. The provision(s) of the agreement alleged to have been violated, misapplied or misinterpreted.
  - v. The circumstances of the grievance (a concise statement of the facts constituting the alleged violation, with dates, names and places as appropriate).
  - vi. The remedy sought by the grievant.
  - vii. Whether CSEA will represent the grievant(s) and, if not, the name of the representative, if any, chosen by the grievant(s).
  - viii. 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 and his/her representative, using the grievance response form attached as Exhibit the grievant is not represented by CSEA, a copy shall be sent to CSEA.

## 7. Formal Grievance - Step 2 (Superintendent)

- a. If a grievant is not satisfied with the decision rendered in Step 1, he/she may appeal the decision in writing to the Superintendent within ten (10) workdays of receipt of the decision. The grievant shall identify each aspect of the Level 1 decision with which the grievant disagrees.
- b. The Superintendent shall investigate the grievance as fully as he/she deems necessary, and shall provide for a conference with the grievant. The Superintendent shall respond to the grievant within ten (10) workdays for the Superintendent's receipt of the appeal. The response shall state the Superintendent's decision and his/her view of the facts and his/her conclusions respecting the contention of the grievant on appeal. If the grievant is not represented by CSEA, a copy shall be sent to CSEA.

## 8. Formal Grievance - Step 3 (Board)

If the grievant is not satisfied with the decision rendered in Step 2, he/she may appeal the decision in writing to the Board within ten (10) work days of the receipt of the decision. The Board shall hold a hearing on the matter within thirty (30) working days of receipt of the appeal. The decision of the Board shall be rendered no later than the next regular meeting following the regular meeting at which the matter was considered. The decision of the Board shall be final.

## 9. Attendance at Hearing

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, subject to the provisions under section 8.

## 10. Notice to CSEA

When the grievant is not represented by CSEA, no decision shall be implemented until CSEA is given, in writing, a statement of the proposed decision. CSEA has ten (10) workdays from receipt of the proposed decision in which to file a response. If CSEA files a written response setting forth the basis of its objection to the decision, it shall not have any precedential value.

## 11. Recording the Hearing

At the request of either party, a recording of the hearing shall be made. The cost of the recording shall be borne by the party requesting it. The recording shall be of such quality as to permit the preparation of an accurate transcript.

## 12. No Reprisals

No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or Board against any grievant, member of CSEA, or any other participant in the grievance procedure by reason of such participation.

## 13. Manner of Processing

Supervisors shall treat all grievances in a confidential respect.

## 14. Separate File

The grievance file shall be maintained in the central personnel office and shall be separate from the employee's personnel file.

## ARTICLE V: CSEA Rights

### 1. Communication

CSEA shall have the right to use, without charge, as permitted by relevant, statutory and case law, specified institutional bulletin boards, mailboxes, school mail system, and other District means of communication for the posting or transmission of information or notice concerning CSEA matters.

### 2. Facilities

CSEA shall have the right to use institutional equipment, facilities, and buildings at reasonable times. The cost of any supplies or materials consumed shall be reimbursed to the District.

### 3. Seniority List

CSEA shall have the right to be supplied seniority rosters in order of hire date, computed as provided for layoff order, of all employees prior to any notice of layoff. The roster shall indicate the employee's present classification and primary job site.

### 4. Relevant Information

CSEA shall have the right to receive upon request without cost, copies of all non-confidential reports related to wages, hours and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of employees covered by this agreement.

## ARTICLE VI: District Rights

### 1. Reserved Rights

It is understood and agreed that the District retains all of its power 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 education policies, goals and objectives and ensuring the rights, including discipline and educational opportunities, of students; determining staffing patterns; determining the number and kinds of personnel required; determining the curriculum; building, moving or modifying facilities; establishing budget procedures and determining budgetary allocations; determining the methods of raising revenue; and taking action on any matter in the event of an emergency.

### 2. Additional Reserved Rights

In addition, the Board 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 exercise of the foregoing powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with law.

### 4. Emergency Action

The District retains its right to suspend policies and practices referred to in this agreement during any emergency. Emergencies shall include, but are not limited to, epidemics injurious to the health and welfare of students and staff, earthquakes, fog, snow, fire, bomb threats and malfunction of school equipment. The determination of whether or not an emergency exists is solely within the discretion of the Board of Education.

## ARTICLE VII: Organizational Security

### 1. Deduction of Dues - Exclusive Right

CSEA shall have the sole and exclusive right to have membership dues deducted by the District for employees in the bargaining unit. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, or other plans or programs approved by the District.

### 2. Deduction of Dues and Notice to CSEA

The District shall deduct dues from the wages of all employees who are members of CSEA on the date of the execution of this agreement, and who have submitted dues authorization forms to the District. The District shall deduct dues from the wages of all employees whom after the date of execution of this agreement, become members of CSEA and submit to the District a dues deduction authorization form. The District shall immediately notify CSEA if any members revoke a dues deduction authorization when the District is notified by the Business Office.

### 3. Defense and Indemnity

CSEA shall defend and indemnify and hold the District harmless from any and all claims, demands, or suits, arising from the organization security provisions contained herein.

## ARTICLE VIII: Personnel Files

### 1. Place of Filing

The personnel file for each employee shall be maintained at the District office.

### 2. Inspection of Files

Every employee, or his/her representative who has been so designated in writing, shall have the right, upon request, to inspect materials in the personnel file in accordance with Education Code Section 44031. Such inspection shall be in the presence of a designated representative of the District, and insofar as possible shall occur at a time when such employee is free from required student contacts.

### 3. Placement of Material in File

- a. An employee shall be given a copy of any material to be placed in his/her personnel file. Information of a negative or derogatory nature shall not be entered into the file unless and until the employee is given notice, and an opportunity to review and prepare written comments.
- b. Notice of intent to place material of this nature in the file shall be given to the employee five (5) workdays before filing. Employee comments will be attached to the material placed in the personnel file.

### 4. Right of Inspection

An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee.

### 5. Held in Confidence

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

### 6. Removal of Material

Upon request of the Superintendent, by the employee and with specific identification of the material, any derogatory materials which have been in the employees' files may be considered for removal. The Superintendent, with legal counsel, will make the final determination for removal.

## ARTICLE IX: Evaluation

### 1. Performance Reports

All probationary employees shall be formally rated at two (2) intervals; once at the close of the third month of employment and once prior to the end of the fiscal year before the conclusion of their probationary period. Permanent employees shall be formally rated at least annually. The formal rating shall be in writing and shall be on an employee performance report form. Each such performance report must consider the employee's job effectiveness and ability.

At the end of the probationary period for an employee, the District may approach CSEA and request no more than two, three month extensions of the probationary period for that employee. Such requests would only be made in cases where the employee has had identified deficiencies, shown progress in remediating such deficiencies, but is in jeopardy of being terminated unless additional probationary time is agreed upon to assess remediation of deficiencies.

Agreement must be mutual between CSEA and the District.

### 2. Formal Evaluation

No formal evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Any formal evaluation shall include specific recommendations for improvement and provisions for assisting the employee as deemed appropriate by the evaluator. Evaluations shall be completed no later than 10 business days prior to the last calendared working day of the school year.

### 3. Evaluator

Each employee is to be evaluated by his/her immediate supervisor.

### 4. Evaluation Form

Performance Reports shall be made on the forms attached as Exhibit C. Only reports on that form shall be considered to be formal evaluations.

### 5. Employee's Copy

Whenever a formal evaluation is made, a copy of the report shall be given to the employee. The employee shall sign the evaluation form. The signature of the employee only indicates receipt of the form.

## 6. Appeal of Rating

The judgment of the evaluator is not subject to the grievance procedure. However, the employee shall be entitled to discuss the evaluation with the Superintendent.

## 7. Medical Records

When he/she has probable cause to believe that the employee's condition is adversely affecting job performance, the Superintendent may direct any employee to undergo a medical examination to determine the employee's mental and physical capacity to perform the duties of his/her position. Any such examination shall be paid for by the District. Such determination that an employee is or is not capable of performing the duties of his/her position may be made available to the Superintendent and the employee concerned. All other records pertaining to such examination shall be retained by the District in the same place and under the same circumstances as other personnel records.

## ARTICLE X: Hours and Overtime

### 1. Lunch Period

- a. All employees working six (6) hours per day or more, shall be allowed a lunch period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the work shift.
- b. If, because of work necessity, an employee is directed to remain at his/her workstation during the meal period, it shall be considered "on duty" and counted as time worked.

### 2. Rest Periods

- a. All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, at the rate of fifteen (15) minutes for each four (4) consecutive hours worked or major fraction thereof. Employees working three (3) hours shall have a ten (10) 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.
- c. Rest periods shall be scheduled in accordance with the requirements of the department. The schedule of such rest periods shall be determined by the supervisor after consultation with the employee.

### 3. Workweek

The work week shall consist of five (5) consecutive days, Monday through Friday, consisting of not more than eight (8) hours per day or forty (40) hours per week. 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.

### 4. Workday

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

### 5. Compensation for Overtime

- a. The employee shall be compensated for each earned overtime hour at a rate of one and one-half (1½) times his/her regular rate of pay for work in excess of forty (40) hours per week, or eight (8) hours per day. Overtime shall be approved in advance by the immediate supervisor, except in the case of extenuating circumstances.
- b. All hours worked on holidays shall be compensated at one and one-half (1½) times the regular rate of pay to be paid in addition to the regular holiday pay.

- c. The employee may elect to accrue compensatory time off in lieu of overtime pay. Accrued compensatory time off shall be used within twelve (12) months of the month earned. (Ed. Code 45129) Compensatory time off not used within the appropriate time line will not be reimbursed by the District.

## 6. Call-In or Call-Back Time

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least three (3) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked. This does not apply in respect to an employee held over or called in early if the time is continuous to his/her regularly scheduled assignment.

## 7. Summer School Assignments

- a. If the District decides to conduct summer school, any classified employment required shall be assigned by the District to classified employees in the classifications required. If no classified employee agrees within five (5) days of notice to accept such employment, persons outside current employment may be hired.
- b. An employee who accepts a summer school assignment in accordance with the provisions of this section shall receive, on a pro-rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year. All hours assigned to an employee for a summer school assignment shall be considered "hours in paid status" for the purposes of this agreement.

## 8. Adjustment of Assigned Time

A classified employee who works a minimum of 30 minutes per day in excess of his part-time assignment for a period of 20 consecutive working days or more, shall have his basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Ed Code Section 45136.

## 9. Voting Time Off

If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.

## 10. Field Trips

- a. For purposes of driver assignment, field trips are bus runs for special occasions such as athletic events, and visits to area for educational and recreational school purposes.

- b. They are divided into two categories, those requiring a 30-mile or less drive (short trips) in one direction and those requiring an over 30 mile drive (long trips) in one direction. A separate assignment list shall be maintained for each category.
- c. Drivers wishing to do so shall sign up at the start of each regular fiscal year for one or both types of trips.
- d. Drivers are eligible for "over 30-mile" trips if they have permanent status and have been qualified by the bus driver trainer for the conditions to be driven (e.g. special city or snow conditions).
- e. Drivers signing up for either type of field trip shall be assigned on a rotating schedule, by hire date seniority, beginning over again at the start of each regular instructional year
- f. The field trip schedule will be posted in the transportation office and will be assigned, if it is known in time, five (5) days before the trip date. If a driver declines a trip, his/her name will return to the rotation as if the driver had driven the trip, and the next driver will be assigned the trip. If the driver is not eligible for an "over 30" trip, his/her name shall remain in the same place on this list
- g. If a trip is canceled after being assigned, the driver shall maintain his or her place on the list but shall not disturb the assignments previously made.
- h. Inservice training will be provided to all drivers to assure that drivers are qualified to drive field trips.

## 11. Staff Development

All classified employees may be required to attend up to two (2) days of staff development. Unless the staff development falls within their normal work schedule, employees will be paid their highest hourly rate of pay.

## ARTICLE XI: Pay and Allowances

### 1. Regular Rate of Pay

- a. Unit member shall be compensated in accordance with the salary schedule attached hereto as Exhibit D.
- b. Unit members who are assigned to an overnight trip will be compensated at a rate of \$50.00 per night for each night of the trip.
- c. The district shall provide an Employee Information Sheet to each classified employee in September of each year. See Exhibit G.

### 2. Frequency - Once Monthly

All employees in the bargaining unit shall be paid once per month, on the last workday of the month.

### 3. Anniversary Date

The anniversary date for all employees shall be their first date of paid service with the District as a probationary employee. The first date of paid service shall not include employment prior to a break in service as defined in Article XVI, section 3.

### 4. Salary Step Advancement

For purposes of advancement to the next step of the salary schedule, the employee shall have worked sixty percent (60%) of the assigned days for that position in the prior school year. Prior year is defined as the previous fiscal year. Step advancement shall be effective July 1st, the beginning of the fiscal year.

### 5. Salary on Promotion

Whenever an employee is appointed to a higher class or position than the one he/she formerly occupied, he/she shall receive the next higher monthly salary in the new salary range having at least a five percent (5%) increase, as of the date the new appointment becomes effective. If such a 5% increase would otherwise require a salary above the highest step in the range, the highest step shall apply.

### 6. Salary on Demotion

Whenever an employee is demoted due to layoff to a class having a lower salary range, the employee's salary shall be that step in the new range which provides equal or, in the absence thereof, the nearest lower salary to that which he/she received prior to the demotion.

## 7. Salary Placement

Placement on the salary schedule of a new employee shall be determined by the Superintendent and based upon prior comparable experience. Upon successful completion of the probationary period, the employee may be advanced in salary based upon performance during the probationary period.

These procedures are implemented beginning March 1, 2006, do not apply to any employee(s) hired prior to that date and no retroactivity of these procedures is implied.

## 8. Step Advancement within Salary Ranges

Step advancement authorized herein shall be made from each step to the next higher step within the limits of the appropriate salary range.

Unit members shall be entitled to step advancement within the salary range limits as provided at such times as follows:

- a. If the unit member has worked 60% of the days of a fiscal year in any one job classification, he/she shall be entitled to step advancement on the next succeeding July 1st.
- b. Those who have not worked 60% of the days of a fiscal year in any one job classification, shall be entitled to step advancement on the second succeeding July 1st.

## 9. Compensation During Required Training Periods

- a. An employee, required by the District, whether or not pursuant to State or Federal law, to engage in training of any kind shall be reimbursed course fees, and/or textbook supply costs for time spent in such training.
- b. Where training is undertaken for the purpose of maintaining a current transportation license or certificate, bus drivers shall not be reimbursed as provided in (a) above if:
  - i. The District offered staff development days where mandated hours could have been obtained, but were not; except in cases of illness, which must be verified by a physician.
- c. Should District not offer classes to bus drivers to maintain their mandated hours, said bus driver will be compensated for classes taken outside of the District, as approved by the District.
- d. District will not reimburse bus drivers the cost of maintaining or renewing their transportation license or certificate.

## 10. Lost Checks

Any paycheck for an employee in the bargaining unit which is not received by the employee within five (5) days of mailing (if mailed) shall be replaced not later than five (5) working days following the employee's written request to the payroll

department for replacement of the check which shall include an affidavit by the employee that he/she has failed to receive his/her paycheck.

Any paycheck for an employee in the bargaining unit which is lost after receipt shall be replaced as soon as is reasonably feasible, generally not to exceed two (2) weeks, following the employee's written request to the payroll department which shall include an affidavit of lost paycheck signed by the employee.

## 11. Payroll Errors

Any payroll error resulting in insufficient payment for an employee shall be corrected and a supplemental check issued not later than five (5) working days after the error is determined.

## 12. Compensation for an Employee Working Out of Classification

- a. An employee assigned to the duties of a higher position other than his/her regularly assigned position for fifteen (15) days or less in a twenty (20) day period shall be paid at least 5% in addition to his/her regular pay. If an employee is assigned to more than one position, the highest paid position will be considered to be the employee's regular assignment.
- b. An employee in a higher classification who is required to work in a lower classification will be paid at the employee's regular rate. This does not apply to split assignments.
- c. Any assignment described above shall be authorized in writing by the Superintendent or his/her designee.

## ARTICLE XII: Fringe Benefits

### 1. Benefit Programs for Active Employees and Limit on District Premium Payments

- a. The District shall contribute \$1,150.00 per month for CVT benefits (medical, dental and vision) per FTE.
  - b. The District shall pay the full health premiums, subject to subdivision a. above, for employees
  - c. who work 8 hours per day for the instructional year. Part time employees' entitlement shall be based on a pro-ration that his/her service bears to full time.
- c. Employees will not be eligible for any of the benefits as stated in this section, if they work less than four hours daily.

### 2. Benefits Programs for Retired Employees

Extended health care will be provided for retired employees, fifty-five (55) years or older who have completed 10 years of continuous District service. The District will cover 50% of the employee fringe benefits District contribution of CVT medical, dental and vision insurance with the retiring employee paying the remainder. These health benefits will remain in effect until the employee reaches sixty-five (65) years of age. Benefits will be pro-rated for less than full time employment.

## ARTICLE XIII: Employee Expenses

### 1. Tuberculosis Examination

Examinations for tuberculosis shall be required every four (4) years. The cost of such examinations shall be borne by the District and shall not exceed the cost established by El Dorado County Health Services.

### 2. Reimbursement

- a. The District shall reimburse any employee for the loss, destruction or damage to personal property, not including motor vehicles, used in the programs under its jurisdiction. Reimbursement for property other than personal articles of ordinary value, such as clothing and glasses, shall be made only for those articles for which the employee's administrator has given prior written approval to bring on school property. The loss shall be reimbursed only to the extent that the employee's loss is not recoverable from his/her own insurance.
- b. A form for claiming such reimbursement shall be developed by the District.
- c. Any employee who, as a result of work assignment, is required to have meals/lodging away from the District shall be reimbursed in accordance with Governing Board Policy 4233.

### 3. Examination

The District agrees to provide for District employees the full cost of any medical examination when it is required as a condition of continued employment.

### 4. Recertification

The District shall **not** pay the license renewal fee required by the CHP for bus drivers.

## ARTICLE XIV: Holidays

### 1. Regular Holidays

Regular Holidays are:

New Year's Eve	December 31
New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Lincoln's Day	As calendared
Washington's Day	As calendared
Memorial Day	Last Monday in May
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	Day before Thanksgiving
Veteran's Day	November 11
Thanksgiving Day	Thursday proclaimed by the President to be Thanksgiving
Day following Thanksgiving	As calendared
Christmas Eve	December 24
Christmas Day	December 25
Floating Day	In academic years that end prior to Memorial Day; may be taken at any time during the current academic year with prior supervisor approval.

### 2. Special Holidays

Any day appointed by the Governor, the President or the Board as a public fast, thanksgiving or holiday, shall be a holiday, unless it is a special or limited holiday.

### 3. Eligibility

To be entitled to the holiday, an employee must be in a paid status during any portion of the regularly assigned workday immediately preceding or succeeding the holiday.

#### 4. Holidays at Christmas Recess

Employees not normally assigned to duty during the Christmas vacation period shall be entitled to December 25 and January 1 and any holiday declared by the Board which falls during the Christmas vacation provided they were in a paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.

#### 5. Reporting for Duty – Adverse Conditions

- a. In the event conditions cause the closure of a school:
  - i) Employees will not be expected to be at work unless contacted and required to report for duty by their immediate supervisor or designee.
  - ii) If the day is not rescheduled (waived by the State)
    - (1) Employees who did not report for duty:
      - (a) will not be required to make up the time
      - (b) will not be charged a personal necessity day.
    - (2) Employees who were required to report for duty:
      - (a) will be given an additional day of vacation or straight time compensatory time for each day worked in addition to pay for the hours worked.
  - iii) If the day is rescheduled:
    - (1) All employees will make up the day when designated by the District. They may use one of the following options, subject to prior approval;
      - (a) use vacation time
      - (b) be charged a personal necessity day
      - (c) use compensatory time

#### 6. Sunday Holidays

When a holiday, which the District authorizes, falls on Sunday, all full-time and permanent part-time employees shall be entitled to the Monday following as a holiday with pay.

#### 7. Saturday Holidays

When a holiday which the District authorizes falls on Saturday, all regular full-time and permanent part-time employees shall be entitled to the preceding Friday as a holiday with pay.

## ARTICLE XV: Vacation

### 1. Vacation Accrual

Vacation with pay shall be accrued based on pro-rated FTE from the date of hire into the district.

- a. Vacation credit shall be accrued to the employee on the first day of the month following that in which it is earned.
- b. All employees who have less than three (3) years of service shall accrue vacation based on one (1) day for each full month of service or a total of twelve (12) days for a full twelve (12) months' service.
- c. All employees who have three (3) to nine (9) years of service shall accrue vacation based on 1.41666 for each full month of service or a total of seventeen (17) days for a full twelve (12) months' service.
- d. All employees who have more than ten (10) to fourteen (14) years of service shall accrue vacation based on 1.83333 days for each full month of service or a total of twenty-two (22) days for a full twelve months' service.
- e. All employees who have more than fifteen (15) to nineteen (19) years of service shall accrue vacation based on 2.2500 days for each full month of service or a total of twenty-seven (27) days for a full twelve months' service.
- f. All employees who have twenty (20) or more years of service shall accrue vacation based on 2.6667 days for each full month of service or a total of thirty-two (32) days for a full twelve months' service.
- g. Employees with less than fifteen (15) years of service shall have an accumulation limit of no more than thirty (30) vacation days. Employees with fifteen (15) or more years of service may accumulate up to a maximum of forty (40) days.

### 2. Payment on Termination

An employee who has more than six (6) months of service and who separates or is terminated from District employment or who takes military leave more than one hundred eighty (180) days, shall be paid the monetary value of his/her full terminal vacation. When a probationary employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the day of termination.

### 3. Vacation Scheduling

- a. Due to the requirements of the instructional program, school-term employees are not permitted to take vacation during the regular instructional program. Vacation shall be paid with their regular compensation.
- b. For other than school-term employees, vacations shall be scheduled at times requested by the bargaining unit employee insofar as possible consistent with the work requirements as defined by the administration. Once scheduled, the administration will only change such

schedule for compelling administrative needs. If there is any conflict between employees who are working on the same or similar operation, as to when vacations will be taken the employee with the greatest seniority shall be given his/her preference as long as such vacation scheduling does not interfere with the needs of the organization as defined by the District, provided the more senior employee has made his/her preference known in a reasonably timely manner.

#### 4. 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.

## ARTICLE XVI: Leaves

### 1. General Terms Governing Leave

- a. A leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms accepted by the District and an employee. No absence under any leave provision shall be considered a break in service.
- b. Employees on paid leave shall continue to receive the benefits provided in the article on Health and Welfare Benefits.
- c. Upon approval of the District's Health and Welfare Benefit provider, employees on unpaid leave shall be entitled to continue their Health and Welfare Benefit coverage at their own expense.
- d. The District may require reasonable verification of the use of leave.
- e. No reduction in hours shall be imposed upon a return from leave unless such reduction is pursuant to Article XIX, layoff.
- f. Employees on personal leave may not accept employment in another school district or educational system.

### 2. Sick Leave

- a. Sick leave utilization shall be for physical and mental disability absences, which are medically necessary and caused by illness, injury, pregnancy/childbirth, or quarantine. Sick leave with pay shall be earned by employees based on the equivalent of full time service from the date of employment.
- b. Sick leave shall be earned, for salary compensation purposes, at the rate of one (1) day for each calendar month of continuous full-time service, with an annual maximum of twelve (12) days for twelve (12) month employees. A part-time employee shall be entitled to sick leave in the same ratio that his/her employment bears to full time, twelve (12) month employment.
- c. At the beginning of each fiscal year the full amount of sick leave granted under this section shall be credited to each employee. Such leave may be taken at any time within the employee's assigned work year. However, upon initial employment, an employee shall not be eligible to take more than six (6) days, or the proportionate amount of sick leave to which he/she is entitled, until the first day of the calendar month after completion of six (6) months of service.
- d. All unused sick leave may be accumulated without limit.
- e. In case a regular employee resigns or otherwise leaves the service of the District after having used more sick leave days than may have been earned for any current year, as defined in paragraph b. above, plus any prior year accumulations, a deduction shall be made in the salary or wages which may be due for each day of sick leave used and not earned.

f. Pay for any day of such absence shall be at the pay, which would have been received, had the employee served during the day of illness, not including any overtime.

g. An employee becoming aware of the need for absence due to surgery or pregnancy/childbirth shall submit a statement from his/her physician as far in advance of the initial disability date as possible. The physician's statement shall include, if known, the anticipated beginning date of disability, the cause of the disability, and the anticipated date of return to active service.

h.

i. A disability caused by pregnancy/childbirth shall be treated as an illness for the purpose of sick leave or under any health or temporary disability insurance plan provided through the District.

ii. The length of the leave of absence, including the date on which the leave shall commence, shall be determined by the employee and the employee's physician with notification to the Superintendent or his/her designee.

iii. The pregnancy/childbirth leave ceases as soon as the employee's physician certifies in writing that the temporary disability has ended; provided, however, that such leave shall normally terminate not later than thirty (30) calendar days following childbirth or the termination of pregnancy, unless it is verified by the written statement from the employee's physician that the temporary disability still exists, in which case, such leave may be extended until such time that the physician certifies that the disability has terminated.

### 3. Industrial Accident

a. An employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each such illness while receiving temporary disability benefits from Workers' Compensation, provided that the employee has probationary or permanent status.

b. Paid industrial accident leave shall be for not more than sixty (60) workdays in any, one (1) fiscal year.

c. Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under Workers Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which an employee may be entitled.

d. If the employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid illness leave if eligible, therefore. Accumulated illness 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.

- e. After all paid illness leave has been exhausted following paid industrial accident leave, an employee may choose to receive pay from accrued vacation, and/or earn compensatory time, without penalties from the compensation insurance fund.
- f. After the expiration of all paid leave privileges, the appointing authority may place the employee on an industrial accident leave without pay.
- g. 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.
- h. 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 a period not to exceed thirty-nine (39) months for the class from which he/she was on leave.
- i. 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.
- j. While an employee is on any paid leave resulting from 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 by Workers' Compensation Insurance Laws, exceed the employee's regular salary. An employee's salary is computed on the basis of the number of hours and days in his/her basic daily assignment.
- k. 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.
- l. In the event that an employee receives a loss benefit check in connection with a claim, it should be endorsed "pay to Gold Oak Union School District" and signed by the employee and delivered to the Payroll Office within fifteen (15) days after the issue date. Failure to observe this rule may result in a reduction of his/her next regular salary warrant by the amount of the benefit check, if delivery is unreasonably delayed.

#### 4. Extended Sick Leave

Each employee shall be eligible on July 1st of each year for no less than one hundred (100) days of no less than fifty percent (50%) of his/her salary. Once all accumulated sick leave is exhausted, the amount deducted from salary due the employee for any month in which the absence occurs shall not exceed fifty percent (50%) of his/her monthly salary, up to a maximum of one hundred (100) days within the employee's work year.

## 5. Personal Necessity Leave

Employees covered by this agreement shall be entitled to use a maximum of seven (7) days of accrued sick leave each fiscal year for any of the purposes listed below:

- a. Death or serious illness of a member of the unit member's immediate family.
- b. An accident involving his person or property, or the person or property of a member of his immediate family.
- c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- d. Other personal necessities which are allowed at the discretion of the superintendent or designee.
- e. The employee shall give the district twenty-four (24) hours prior notice for C and D except in an emergency.

## 6. Personal Emergency Leave

Personal Emergency refers to any sudden or unforeseen situation related to a unit member's essential and important private affairs, which require immediate unit member action. Two days of personal necessity leave each year may be used for personal emergency leave. Personal Emergency is not intended to, nor does it include absences for the following purposes:

- a. Participation in recreational activities or attendance at sporting events.
- b. Outside employment or other means of earning additional income for employees.
- c. Appointments which could be scheduled outside of regular workdays or work hours; or
- d. Participation in an external organization's activities or committee meetings which are elective with the employee.

## 7. Family Medical Leave

An employee is entitled to all family medical leave as determined and provided for by current legislation through the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA).

## 8. Bereavement Leave

Each employee is granted up to eight (8) days for bereavement leave of absence for the death of any member of his/her immediate family.

## 9. 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.

## 10. Jury Duty

- a. An employee shall be allowed such time off with pay as is required in connection with jury duty: provided, however, that payment shall be made for such time off only upon presentation of a signed receipt showing actual days served on jury duty and remittance in full of jury fees, or upon submittal of acceptable evidence that jury fees were waived.
- b. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any employee in the bargaining unit whose regular assigned shift commences at 4:00 p.m. or after, and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.
- c. The employee shall be required to report to work within two (2) hours of his/her release from jury duty if at least two (2) hours of that person's assigned workday remains after such two (2) hour period.
- d. Such employee shall notify the District Office immediately upon receiving notice of jury duty.
- e. An employee who takes vacation or compensatory time off while on jury duty shall not be required to remit or waive jury fees in order to receive his/her regular salary.

## ARTICLE XVII: Transfers/Reassignment

### 1. Definitions

- a. A "vacancy" is a position in the classified service covered by this Agreement which is intended to be filled and for which there is no incumbent serving or on leave of absence.
- b. A "reassignment" is the filling of a vacancy within the same classification as the employee filling it.
- c. A "transfer" is a movement to another school site.
- d. Extension of any current position is not considered a vacancy if the extension in time is within an additional 15 minute increment.

### 2. Job Site Transfers

- a. Any employee assigned to a temporary work site for longer than five (5) working days shall receive premium pay of an additional five percent (5%) of the employee's regular rate of pay for all days spent working at the temporary site.

### 3. Voluntary Reassignment/Transfer

- a. A permanent employee may apply for reassignment/transfer at any time to any vacancy within his/her present classification by filing a written request with the District office.
- b. The District shall consider all requests for reassignment/transfer pursuant to subdivision before making an involuntary reassignment/transfer or hiring a new employee.
- c. When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to be reassigned to bargaining unit employees serving in the same class in the District. All vacancies shall be posted by the District for not less than six (6) working days at all work locations prior to their being filled. All postings shall be posted internally first unless the parties mutually agree to run posting externally and internally concurrently. The offer communicated by posting is for consideration only and does not require that a present employee be selected. However, any employee applicant shall be granted an interview.
- d. When an existing position becomes vacant, the District shall use its best efforts to fill the position within a reasonable period of time taking into consideration the interest of the employees and the needs of the District.

## ARTICLE XVIII: Promotion

### 1. Posting of Vacancy

- a. Notices for job vacancies within the unit, as defined in Article XVII, section 1.a., shall be posted on bulletin boards for a period of six (6) workdays. All postings shall be posted internally first unless the parties mutually agree to run posting externally and internally concurrently.
- b. The notice shall include class title, salary, nature of the work to be performed, and the deadline date and place for filing.
- c. Before filling in the position the immediate supervisor shall consider all applications received prior to the deadline.
- d. This Article shall not apply to vacancies to be filled by transfer due to internal posting.
- e. If a vacancy occurs and it is to be filled during summer recess, all employees will be notified of the vacancy by First Class Mail.
- f. An employee on a leave of thirty (30) days or more will be notified, by mail, of vacancies in the District if notification is requested by the employee.
- g. Posting of a vacancy will not be required if a currently filled position is being extended by no more than 15 minutes within a fiscal year and if the person currently filling the position accepts the additional time.

## ARTICLE XIX: Layoff

### 1. Layoff

A layoff for purposes of this Article shall be considered as an involuntary separation of an employee

due to lack of funds and/or lack of work. Whenever it becomes necessary to invoke layoff procedures, the Board of Trustees will take action in public session in the form of a resolution or

Board action, in accordance with normal Board procedures.

### 2. Calculation of Seniority

Seniority shall be determined by the date of hire. Order of lay-off shall be determined by seniority in

class plus any higher classes. If two or more employees subject to lay-off have equal seniority the

determination will be made by lot. Time spent on personal leave of absence shall not apply to years

of service for seniority purposes.

### 3. Order of Layoff

a. Layoffs shall be determined by seniority in class plus any higher classes.

b. The following order will prevail in the reduction of classified personnel:

- i. Short-term employees, by classification.
- ii. Substitute employees, by classification.
- iii. Probationary employees, by classification.
- iv. Permanent employees, by classification.

This provision does not mean that a substitute employee, actually serving less than thirty (30) days,

need be removed from the position before a probationary or permanent employee is laid off.

### 4. Notice of Layoff

a. When a layoff or classified employees is anticipated by the administration, and at least forty eight (48) hours before any Board action is taken on layoff of classified employees, the District shall notify CSEA in writing of the proposed action. No less than five (5) work days before the date notices are sent to employees, the District will provided CSEA with an updated seniority roster for the classifications(s) in which the layoff is anticipated. A list of

positions and/or hours recommended for reduction or elimination and, for information only, any non-confidential documents supporting the need for layoff will be furnished to CSEA at the time such information is given to the Board of Education.

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 involving such employee(s).

c. After a Board action has been taken on a layoff, a written notice of layoff shall be given to affected employees, no less than sixty (60) 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 through post or intra-district mail to the President of CSEA's local Chapter 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 the reemployment rights.

## 5. Displacement (Bumping) Rights

a. An employee who is laid off from a classification and who has previous service 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 (1) classification, the employee shall bump into the equal classification. If there are two (2) classifications which he/she is eligible to bump into it shall be the higher classification and, if equal, the one in which the employee has the most prior service.

b. Seniority for the purpose of determining bumping rights, shall include the total of the previous service in the equal or lower class being bumped into, plus service in the class from which layoff occurs, and higher classes. An employee who has been removed from his/her classification for lack of work or lack of funds, 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 employ is qualified to perform the duties thereof and provided further that the District approves such reassignment. Such employee shall maintain his/her reemployment rights as defined in this article.

## 6. Reemployment Rights

a. For a thirty-nine (39) month period from the effective date of layoff, laid off employees are eligible for reemployment in the classification from which laid off and shall be re-employed 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 their 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 by certified mail. 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 five (5) days of mailing the notice or within three (3) calendar days (72 hours) of telephone or personal contact, the employee must inform the District of their decision. If they do not accept the position, the right to it is deemed waived. The period shall be extended to the next work day if it would otherwise end on a non workday.

g. The District may simultaneously send out notices of vacancy to more than one person on a reemployment list provided that a less senior 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 thirty-nine (39) month rights to reemployment in his/her former classification and with the same number of hours. If the employee accepts reemployment, he/she must report to 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 approved a later reporting date.

## 7. Seniority

Seniority earned to and including the effective date of layoff shall be reinstated to the employee who is subsequently re-employed by the District. Step placement on the salary schedule shall be the same as on the layoff date.

## 8. Sick Leave Hours

Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.

## 9. Vacation and Compensatory Time

Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.

## 10. Benefits – Reduction of Hours

Employees whose hours are involuntarily reduced are or laid off pursuant to this section shall not lose any benefits under the Article XII because of such reduction for a period of twelve (12) calendar months.

## 11. Retirement in Lieu of Layoff

a. Employees who are eligible as determined by PERS may seek retirement in lieu of being laid off.

b. The District agrees that when an offer of employment is made to an eligible person retired under this regulation, and the District received within five (5) working days a written acceptance of the offer, the retired person shall be allowed sufficient time to terminate his/her retired status with PERS.

## 12. Reemployment as a Short-term or Substitute Employee

An employee who has been laid off for lack of work or lack of funds, and who is on a layoff reemployment list, may be employed as a substitute or short-term employee in his/her original class or any other class for which he/she is qualified, and such employment shall in no manner jeopardize or otherwise affect his/her status or eligibility for reemployment. Persons on a reemployment list employed as a substitute or in a limited term position do not accrue seniority. Persons employed under this section will be paid at the same step as they were placed at the time of the lay-off.

## 13. Reduction of Hours

a. When a reduction in hours of classified employees is anticipated by the administration and at least forty-eight (48) hours before any Board action is taken on the reduction in hours of classified employees, the District shall notify CSEA in writing of the proposed action. No less than five (5) workdays before the date notices are sent to employees, the District will provide CSEA with an updated seniority roster for the classification(s) in which the reduction in hours is anticipated. For information only, a list of positions recommended for reduction in hours will be provided and documents supporting the need for a reduction in hours will be furnished CSEA at the time such information is given to the Board of Education.

b. Reduction in hours shall be in increments of no less than thirty (30) minutes.

c. If the District finds that bus driver hours need to be reduced because of changes in the routes, that reduction may be accomplished by identifying the routes and permitting drivers to bid for the routes in order of seniority. Article XIX shall not apply in this situation.

d. 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.

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

## ARTICLE XX: Classification and Reclassification

### 1. Creation of New Positions

All newly-created positions, except those that are lawfully certificated or management, confidential or supervisory, shall be assigned to the bargaining unit. The determination of management, confidential, or supervisory employees, for the purpose of placing said positions in the bargaining unit, shall be made by mutual agreement between the District and CSEA. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution.

### 2. Placement in Class

Every bargaining unit position shall be placed in a class.

### 3. Classification and Reclassification Requirement

- a. Ten (10) working days before the reclassification of any positions or class of positions, the Superintendent shall notify CSEA in writing.
- b. Upon request, the District will meet with the CSEA before any action is taken. Either party may propose a reclassification at any time during the life of this Agreement for any position.

## ARTICLE XXI: Safety

### 1. Unsafe or Unhealthy Conditions

Employees shall not be required to work under unsafe or unhealthy conditions or perform tasks, which may endanger their health or safety. If an unsafe situation arises, staff shall have the opportunity to take a thirty (30) minute break immediately following the situation within the normal workday remaining in paid status.

### 2. Report of Condition

Any employee who observes a working condition which is believed to be unsafe or unhealthy shall report such conditions in writing including the reasons for believing it to be unsafe or unhealthy to the appropriate administrator. The administrator will respond in writing as soon as reasonably possible but not to exceed ten (10) work days as to how the unsafe or unhealthy condition has been or shall be remediated, if such remediation is possible or practical.

## ARTICLE XX: Contracting Out Bargaining Unit Work

### 1. Restriction on Contracting Out

During the life of this Agreement, the District agrees that it will not contract out paid work which has been customarily and routinely performed by employees in the bargaining unit, which will result in the displacement or reduction in hours, wages, transfer, or reassignment of bargaining unit employees.

a. Three working days notice will be given prior to the need for extra work. Unit members must respond within the three (3) working days to be considered.

b. The District will post a listing of possible summer work in June. Those unit employees may sign up indicating they would be available for work.

c. The District will post a notice in September asking for those unit members who would be willing to substitute in unit positions during the year.

d. Unit members must have suitable work experience in the work classification that may be available. Unit members who are interested in working extra hours shall inform the District Office in writing at the beginning of each semester and prior to the end of the school year (for summer work). Only unit members who have informed the District Office in writing shall be considered for extra hours. When extra work becomes available, it shall be offered to qualified unit members on a rotational basis unless the work itself is “site specific” and it is determined by the Superintendent that the most effective means to completing the work is to employ the unit member who is currently assigned to the site.

## ARTICLE XXIII: Severability

### 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. Replacement for Severed Provisions

In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination, for the purpose of arriving at a mutually satisfactory replacement for such article or section at the request of either party.

## ARTICLE XXIV: Application and Agreement

### 1. Application

District policy, procedure or practice does not supersede this agreement.

### 2. Agreement of Parties

This Agreement contains the agreement of the parties as to all existing matters. Nothing contained herein shall be interpreted as precluding the right of the Association of negotiate on matters which develop after entering into this Agreement and which have not been heretofore agreed upon by the parties and which represent conditions not covered by this Agreement, including those conditions referenced in Article VI, District Rights.

## ARTICLE XXIV: Negotiation Procedures

### 1. Successor Contract

CSEA will present its proposals for a successor contract at a regularly scheduled meeting of the Board of Trustees. Negotiations will commence no later than sixty (60) days after such presentation.

### 2. Released Time

Negotiations shall be scheduled to permit a maximum of three (3) District classified employees to be released from duty for one-half ( $\frac{1}{2}$ ) of the total time required for such negotiations.

## XXVI: Duration

### 1. Term

The parties agree that this closes successor negotiations for the 2024/2025 school year. Except as set forth above, all of the articles and provisions of the parties July 1, 2022 to June 30, 2024, Collective Bargaining Agreement shall be carried over unchanged into the new July 1, 2024, to June 30, 2027, Collective Bargaining Agreement.

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Superintendent, Gold Oak Union School District

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Board President, Gold Oak Union School District Board of Trustees

Dated: \_\_\_\_\_ By: \_\_\_\_\_

California School Employees Association, Gold Oak Chapter 722 (CSEA)

Dated: \_\_\_\_\_ By: \_\_\_\_\_

California School Employees Association, Labor Relations Representative

### 2. Reopener Negotiations

Article XI: Pay and Allowances and Article XII: Fringe Benefits, and two additional articles of each teams choosing may be reopened for the 2025-26 and 2026-27 school years.

## EXHIBITS

EXHIBIT A  
Classified Formal Grievance