

**TENTATIVE AGREEMENT  
BETWEEN  
EUREKA UNION SCHOOL  
DISTRICT  
AND  
CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION,  
CHAPTER #654**

**July 1, 2024 - June 30, 2027**

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## **ARTICLE 1: AGREEMENT OF THE PARTIES**

- A. This agreement is made and entered into this 12<sup>th</sup> of May, 2025, and shall constitute a binding agreement ("Agreement") by and between the Governing Board of the Eureka Union School District ("District") and the California School Employees Association and its Eureka Union Chapter #654 ("CSEA"), an employee organization.
- B. It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties.
- C. This Agreement is subject to alteration only by a written agreement between CSEA and the District.
- D. The District retains the right to enforce reasonable rules and procedures in accordance with this Agreement.
- E. This Agreement, when effective, supersedes all other Agreements and supplements and represents the sole Agreement between the parties.
- F. During the term of this Agreement, CSEA and the District shall not be required to meet and negotiate with respect to any subject or matter covered by this Agreement.
- G. CSEA expressly asserts no waiver of its right to negotiate any matters that are mandatory subjects of bargaining which are not referred to or were not contemplated, or covered, in this Agreement.
- H. Terms and Reopeners
  - 1. This Agreement is effective July 1, 2024, and shall remain in effect up to and including June 30, 2027. Salary and Health and Welfare Benefits plus two (2) additional articles of each party's choosing shall be reopened for each year.
  - 2. Both parties will comply with State law requirements regarding the "sunshining" of reopeners and proposals for negotiations.
- I. This Agreement shall remain in full force and effect beyond the stated expiration date from day to day until such time as a new or modified agreement is ratified by both parties.

- J. 1. If during the life of this Agreement, there exists any applicable law, rule, regulation, or order issued by a governmental authority which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provisions shall be immediately suspended and be of no effect so long as such law, rule, regulation or order shall remain in effect.
2. Such invalidation of a part or portion of this Agreement shall not invalidate any other remaining portions, which shall continue in full force and effect.
- K. In the event of invalidation of a part or portion of this Agreement, the parties shall meet and negotiate a replacement within sixty (60) days.

For the Eureka Union School District

For the California School Employees  
Association, Eureka Union Chapter #654

Tom Fomb



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Mary Pussel

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Cathy Parki-Hogsty



Wendy J. Fisher

Huan Ullung



Rhonda R. Long

## **ARTICLE 2: RECOGNITION**

- A. The District recognizes CSEA as the exclusive representative for the bargaining unit of all classified employees of the District, as more fully described in Appendix A (Classifications).
- B. All newly created positions, except those that are lawfully certificated, management, confidential or supervisory shall be assigned to the classified bargaining unit.
- C. This unit shall exclude certificated, management, confidential, supervisory, all substitute, short-term, summer recreation program employees, and full-time or part-time students employed part-time, in accordance with Education Code Section 45103(b)(4).
- D. The bargaining unit may be changed to include or exclude classifications by mutual agreement consistent with PERB rules. If the parties do not agree, the issue will be submitted to PERB to resolve.

### **ARTICLE 3: DEFINITIONS**

- A. "District" is the Eureka Union School District, its Board of Trustees, administration, and other designated representatives.
- B. "Association" means CSEA and its Eureka Union chapter #654 and its officers and representatives. The Association is the exclusive representative of the classified bargaining unit in the District, as specified in Article 2.A.
- C. "Immediate Supervisor" means any employee designated by the District with authority to discipline, assign work to, or direct a unit member in the performance of duties on a daily basis.
- D. "Unit Member" means any District classified employee who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
- E. "Work Day(s)" means day(s) during which unit members are required by this Agreement to render service.
- F. "Immediate Family" means the spouse, parent, step-parent, father-in-law, mother-in-law, grandparent, child, step-child, daughter-in-law, son-in-law, brother-in-law, sister-in-law, sibling, step-sibling, or grandchild of the unit member; and any relative living in the immediate household of the unit member.
- G. "Site" means a building or location where unit members work.
- H. "Parties" refers to both the District and Association.
- I. A "Registered Domestic Partner" as defined and regulated by Division 2.5 of the Family Code (currently sections 297-299.6) shall qualify wherever "spouse" is used in this Agreement.

## **ARTICLE 4: ORGANIZATIONAL SECURITY**

### **A. Membership Dues**

1. CSEA has the sole and exclusive right to have regular membership dues deducted by the District for classified employees. CSEA certifies that it has and will maintain individual employee authorizations regarding union membership. CSEA shall provide written notification to the District within a reasonable time, normally within ten (10) days, of any unit member who is a member of CSEA, or who has applied for membership, and who has authorized deduction of CSEA membership dues.
2. In accordance with the CSEA Dues Schedule, the District shall deduct membership dues from the wages of CSEA members, as voluntarily authorized in writing by the employee on the CSEA form. Pursuant to written notification by CSEA, the District shall deduct the membership dues from the regular salary warrant of the unit member. Deductions for unit members who join CSEA after the commencement of the school year shall be appropriately prorated to complete dues payments by the end of the school year.
3. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
4. CSEA agrees to furnish any information needed by Business Services to fulfill the provisions of this Article.
5. The District shall not be obligated to implement any new, revised, changed, or discontinued payroll deduction until the first of the month following no less than thirty (30) calendar days after CSEA submits their form to the District payroll office initiating such revised deduction.

### **B. Membership Information**

1. The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. This agreement shall satisfy the District's duty to bargain the effects of the Janus decision.
2. The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The

District does not need to keep track of this period which shall be tracked by CSEA within its membership database.

3. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information as required by law.

C. Hold Harmless Provision

1. CSEA shall indemnify, defend, and hold harmless the District's Board of Education, including each individual School Board Member, and employees, agents, and representatives of the District against any and all claims, demands, suits or other forms of liability; including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees and any back pay, penalties or awards resulting from any court, arbitrator or PERB orders, judgments or settlement which may arise by reason of, or resulting from the operation of this Article III. CSEA shall bear all costs of defending against any and all such claims, demands, suits or other forms of liability; including, but not limited to, court costs, attorney fees and all other costs of litigation.
2. CSEA shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. CSEA's decision thereon shall be final and binding upon all parties protected by Section C.1., above.
3. Section C.2., above shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this Section of any claim against CSEA for failing to act in good faith, settling a claim, or any failure to competently defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected party, the District shall inform CSEA and provide CSEA with copies of any documents received as a result of the legal action. Upon request, the District shall provide CSEA's legal counsel with documents and information reasonably related to providing a defense.



## **ARTICLE 5: NON-DISCRIMINATION**

- A. The District shall not retaliate or discriminate against any bargaining unit member on the basis of membership in an employee organization or participation in the lawful activities of an employee organization.
- B. No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her actual or perceived race, color, religion, national origin, ancestry, ethnic heritage, creed, gender, sexual orientation, marital status, political persuasion, age, physical disability, mental disability or medical condition to the extent prohibited by law.

## **ARTICLE 6: ASSOCIATION RIGHTS**

- A. CSEA has the right to access, at reasonable times, areas in which bargaining unit members work, provided that such access does not interfere with a bargaining unit member's execution of assigned District duties and also provided that the CSEA representative gives notice to the immediate supervisor with whom he/she wishes to transact Association business on the job site. CSEA shall have the right of access to District bargaining unit members at reasonable times. The term "reasonable times" as used here means a bargaining unit member's meal or rest periods and any time before or after the member's assigned duty time.
- B.
  - 1. CSEA shall have the right to use without charge District buildings and facilities at reasonable times when not otherwise in use by mutual agreement in accordance with District policies and regulations, including the Civic Center Act.
  - 2. The immediate supervisor of the building will grant CSEA use of District equipment for Chapter business in accordance with the Civil Center Act and District board policies and regulations only if the use of such equipment does not interfere with the normal student instruction or work production of the District. CSEA shall pay for the cost of all materials and supplies incident to each use. CSEA agrees to leave the buildings and/or equipment used in a clean and orderly condition.
- C. CSEA has the right to use without charge bulletin boards, mailboxes, and the school mail system. Neither CSEA nor the District will use the email system to advocate or promote issues related to collective bargaining, make derogatory or negative statements about each other or advocate for a position in an elective process in which the District is involved. Site representatives shall have access to mailboxes for distribution of CSEA materials regarding matters within the scope of representation subject to reasonable regulations to prevent disruption of District's services.
- D. Upon written request, the District shall respond to reasonable requests by CSEA for information concerning the financial resources of the District, including financial reports and audits, preliminary budget requirements and allocations after Board review or approval, where applicable.

- E. The CSEA Chapter President or designee shall be provided with full copies of the Board Agenda, including the minutes from the prior Board meeting, at the time of their publication.
- F. Within thirty (30) days after the ratification of this Agreement and subsequent ratified agreements, the District shall post the Agreement online.
- G. The District shall provide CSEA with a seniority list for all classifications in the bargaining unit on an annual basis starting February 1 of each year.
- H. Upon request from CSEA, the District shall provide release time for bargaining unit members who are CSEA State Officers to conduct necessary CSEA business. CSEA will reimburse the District for the full cost of release time.
- I. Up to five (5) unit members shall be provided reasonable release time for negotiating, mediating, and fact-finding, without loss of salary or other benefits, or cost to the Association.
- J. Bargaining Unit Reports/AB119
1. District Notice to CSEA: The District shall provide the CSEA Labor Relations Representative and Chapter President notice of any newly hired employee, by the second Wednesday of each month, via electronic mail. The notice shall include the following information: full legal name, date of hire, classification, and site.
  2. Employee Information: “Newly hired employee” or “new hire” means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the CSEA unit.
  3. The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:
    - First Name;
    - Middle initial;

- Last name;
  - Suffix (e.g. Jr., III);
  - Job Title;
  - Department;
  - Primary worksite name;
  - Work telephone number;
  - Work Extension;
  - Home Street address (incl. apartment #);
  - City;
  - State;
  - ZIP Code (5 or 9 digits);
  - Home telephone number (10 digits);
  - Personal cellular telephone number (10 digits);
  - Personal email address of the employee;
  - Employee ID;
  - CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS);
  - Hire date.
4. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. In the event no one is hired on any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.
5. Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The following information, with each field listed in its own column, will be provided:
- First Name;
  - Middle initial;
  - Last name;
  - Suffix (e.g. Jr., III);
  - Job Title;
  - Department;
  - Primary worksite name;
  - Work telephone number;
  - Work Extension;
  - Home Street address (incl. apartment #);
  - City;
  - State;

- ZIP Code (5 or 9 digits);
  - Home telephone number (10 digits);
  - Personal cellular telephone number (10 digits);
  - Personal email address of the employee;
  - Employee ID;
  - CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
  - Hire date.
6. Separation of Bargaining Unit Members: The District shall provide CSEA with a list of all bargaining unit members who have permanently separated from the CSEA bargaining unit on the second Wednesday of the following month in which they separated from the bargaining unit.

K. New Employee Orientation

1. “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
2. CSEA shall have thirty (30) minutes of paid release time for the Chapter President or designee to conduct the orientation session.
3. The parties agree to hold no less than one (1) new employee orientation per month to be scheduled by mutual agreement. Attendance to the orientation shall be mandatory and on paid time. In the event there are no new hires between monthly orientations, the designated release time and orientation for the month shall be cancelled. The orientation session shall be held on District property. During CSEA’s orientation session, no District manager or supervisor or non-unit employee shall be present.

## **ARTICLE 7: DISTRICT RIGHTS**

- A. The District retains all of its powers and authority to direct, manage, and control to the extent of the law except as limited by law and the express terms and conditions of this Agreement. Such powers include, but are not limited to the following: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures; and determine budgetary allocation; determine the methods of raising revenue; contract out work which is funded by the District foundation(s) or another outside party for a specific purpose and which is not expected to continue on a permanent basis; and take action on any matter in the event of an emergency. In addition, the District retains the right to take action to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- B. The exercise of the foregoing powers, rights, and authority by the District shall be consistent with and limited only by the law and the specific terms of this Agreement.

## **ARTICLE 8: NEGOTIATIONS PROCEDURE**

- A. The District shall provide public notice of the proposals at Board meeting(s) held shortly thereafter. (Gov. Code § 3547).
- B. Up to five (5) unit members shall be provided reasonable release time for negotiations.
- C. The District or CSEA may reopen negotiations at additional times to propose changes in working conditions covered by the Agreement which may be desirable in order to participate in new programs or laws.
- D. CSEA shall submit an initial proposal for a successor Agreement by March 1 of the year in which this Agreement expires. The District shall provide public notice of such proposal and of its own successor proposal at the first two (2) School Board meetings following the submission of CSEA's proposal provided the timing of the meetings comply with Board agenda notice requirements.
- E. The parties shall hold a negotiations session within twenty (20) days after public notice requirements have been met, unless a different timeline is mutually agreed upon.
- F. Any agreement reached between the parties shall be reduced to writing and signed.
- G. The District shall prepare and post to the District website a copy of the Agreement, or amendments thereto, within thirty (30) work days following ratification. The Agreement shall be updated annually to reflect changes.

## **ARTICLE 9: GRIEVANCE PROCEDURES**

### **A. Definitions**

1. Grievance: A “grievance” is an allegation by a bargaining unit member or CSEA that he/she or it has been adversely affected by a violation or misinterpretation of the specific provisions of this Agreement.
2. Grievant: A “grievant” may be CSEA or any bargaining unit member covered by the terms of this Agreement.
3. Day: A “day” is any day on which the central administrative office of the District is open for business.
4. Immediate Supervisor: The “immediate supervisor” is the administrator having immediate jurisdiction over the grievant.

### **B. General**

1. The purpose of this procedure is to secure at the lowest possible administrative level a resolution of the grievance.
2. The time limits specified should be considered firm, but may be extended by mutual agreement in writing.
3. Bargaining unit members are entitled to a representative of CSEA at all levels of the grievance process upon request.

### **C. Grievance Procedure**

1. Level One – Immediate Supervisor: Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with the grievant’s immediate supervisor. In no instance shall a grievance be filed longer than ten (10) days after the actual occurrence of the act or omission, or ten (10) days from the date the grievant reasonably should have become aware of the act or omission.
2. Level Two – Superintendent or Designee: If the grievance is not resolved after level one, the grievant must, within ten (10) days of the response to level one, reduce his/her grievance to writing. The Superintendent or designee shall meet with the grievant within ten (10) days to resolve the grievance, if practicable, or discuss other resolution methods. After that



meeting, the Superintendent or designee has seven (7) days to respond in writing to the grievant's written, level two grievance.

3. Level Three – Mediation: If the grievance is not resolved after level two, CSEA must, within ten (10) days of the response to level two, request mediation. Notice that the grievance is being referred to mediation shall be provided to the Superintendent or designee. The mediator shall be from a mutually agreed upon pool of mediators. The mediator shall be assigned based on availability by the Superintendent or designee and the CSEA Labor Relations Representative, or designees. The mediator shall attempt to resolve the dispute and assist the parties in reducing the resolution to writing. If no resolution is reached within a reasonable time period, the mediator shall issue notice to the parties that level three has been concluded.
4. Level Four – Appeal to Governing Board: If the grievance is not resolved after level three, CSEA must, within ten (10) days of the response to level three, inform the Superintendent or designee and file an appeal to the Governing Board. The appeal shall contain all materials developed in the course of all preceding levels and shall contain a clear and concise statement of reasons for the appeal. The Superintendent or designee and the grievant shall confer to establish the date of the appeal hearing. The selected date shall be set to allow a minimum of ten (10) work days' notice prior to the hearing. In no event shall the hearing be scheduled more than thirty (30) work days from the date of submission of the appeal. The decision of the Board shall be final and binding on all parties.

D. Miscellaneous

1. Time limits shall begin the day following receipt of a decision.
2. All documents, communication, and records resulting from the processing of a grievance shall be filed separately from the personnel file of any participant.
3. If the District does not respond in a timely fashion, the grievance automatically proceeds to the next level.
4. Failure of the grievant to file her/his grievance within the time limit or failure to appeal from one level to the next within the time limit shall be deemed a waiver of the grievance, and no further action to process the underlying complaint shall be required of the District. Time limits for filing a

grievance and appealing from one level to the next are mandatory and jurisdictional.

## **ARTICLE 10: LAYOFFS**

- A. A layoff shall be considered an involuntary separation from service based on a lack of work or lack of funds determined by the Governing Board.
- B. The decision to reduce a bargaining unit member's work hours or work year will first be negotiated with CSEA.
- C. The District shall notify CSEA in writing of the intent to do layoffs five (5) days prior to the Board agenda being published.
- D. At the same time as the above five (5) day notice, the District will provide CSEA with seniority lists and a list of bargaining unit positions to be laid off. Within five (5) business days following the layoff notices being sent, the District shall provide CSEA a list of positions being laid off including work site, hours per day, days per year and incumbent.
- E. Notice: A written notice of layoff shall be either personally served upon or sent by certified mail to the last address given to the District by the bargaining unit member. The notice shall contain:
  - 1. The reason for the layoff (lack of work and/or lack of funds) and its effective date
  - 2. The bargaining unit member's bumping rights, if any
  - 3. The bargaining unit member's re-employment rights
- F. Seniority shall be defined as hire date within the current job classification and equal or higher classifications. Bargaining unit members shall not be allowed to accrue seniority while on any form of unpaid leave or while he/she is on the medical re-employment list and the seniority date shall be adjusted accordingly. In the event that two (2) or more bargaining unit members have the same amount of seniority as defined above, the following tie-breaker shall be used:
  - 1. Total District seniority including current classifications, equal classifications, higher classifications, and lower classifications.
  - 2. If the above is equal, the tie shall be broken by lot (lot to be drawn by a CSEA representative in the presence of a District representative and the affected bargaining unit members who chose to attend).

- G. Bumping Rights: A bargaining member whose position is eliminated shall have the right and may elect to exercise bumping rights in his/her current classification provided they have sufficient seniority. He/she shall have the right and may elect to bump the bargaining unit member having the least seniority with the closest profile in his/her current classification. ("Job Profile" as defined in this section shall mean assigned hours per day, days per year.)
1. A bargaining unit member who is laid off from a classification and who has gained permanency in an equal, lower classification and who has greater seniority shall have the right and may elect to bump the bargaining unit member having the least seniority with the closest job profile in his or her current classification.
  2. A bargaining unit member displaced from his/her classification as a result of being bumped shall have the same bumping rights set forth above.
- H. Notwithstanding the other requirements of this article respecting layoff of permanent classified employees, when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than sixty (60) days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.
- I. Reemployment Rights: The names of bargaining unit members involuntarily laid off shall be placed on re-employment lists in the reverse order of layoff for thirty-nine (39) months. Such bargaining unit members shall be re-employed by seniority in their previous classifications if a vacancy occurs.
1. Bargaining unit members on a 39-month reemployment list who apply for other vacancies for which they meet the minimum qualifications shall be given preference over outside applicants.
  2. Bargaining unit members who voluntarily took a position in a lower classification or who took a voluntary reduction in hours in lieu of layoff shall, for a total of sixty-three (63) months, have re-employment rights to the higher paid position or to a position with increased assigned time as vacancies become available.
  3. If the person is reemployed in a new position and fails to complete the probationary period in the new position, he or she shall be returned to the reemployment list for the remainder of the 39-month period. The

remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment.

4. Sick Leave Hours: Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.
5. A unit member on a re-employment list shall have five (5) workdays after completed service of an offer of re-employment to accept or decline employment to his/her former class and status.

## **ARTICLE 11: FILLING OF VACANCIES, TRANSFERS AND PROMOTIONS**

### **A. Definitions**

1. A “lateral transfer” is a change in classification to a classification paid on the same salary range, which may involve a change in worksite.
2. A “transfer” is a change in work location from one worksite to another site within the same classification.
3. A “demotion” shall consist of the movement of a bargaining unit member from one classification to a different classification with a lower salary range.
4. A “promotion” shall consist of the movement of a bargaining unit member from one classification to a different classification with a higher salary range.
5. An “administrative transfer” is defined as a change in a bargaining unit member’s work location within the same classification by means other than (a) the bargaining unit member’s request, (b) bumping, (c) promotion, or (d) demotion.
6. A vacancy is defined as a new position created by the District or a position unfilled because of an employee resignation, retirement, separation from service, transfer, or promotion.

### **B. General Provisions**

1. Notices of vacancies shall be emailed to bargaining unit members and posted on bulletin boards and in prominent locations at each District job site for at least five (5) working days. Job postings will be emailed to sites and departments prior to the closing date. Job postings will be posted internally through May 31 of each school year. At the end of each academic year, bargaining unit member(s) may elect to receive notice of job postings by indicating interest on the District provided form. The form will contain a provision for the bargaining unit member to provide his/her current email address. The job vacancy notice shall contain:
  - The job title
  - A brief description of the position and duties
  - The minimum qualifications required for the position
  - Primary job site

- The number of hours per day
  - Days per week
  - Days per year
  - Salary range
  - The filing deadline to fill the vacancy
2. Any bargaining unit member that has attained permanency in his/her initial classification may apply for a vacancy. The bargaining unit member must be in good standing (e.g., not on a work improvement plan or other disciplinary probation status) with the District.
- C. Filling Vacancies: The District will fill vacancies by adhering to the following process:
1. Employees may apply for any vacancy by completing an EdJoin District application form and/or by providing an up-to-date resume and submitting it to the Human Resources Department.
  2. All bargaining unit employees who apply for a vacancy and meet the stated job requirements will be considered for an interview.
  3. During the process of filling a vacancy, if all qualifications (including physical, educational, test scores, written evaluations, attendance and experience) are equal, a bargaining unit member's seniority may be recognized as a tie-breaker.
- D. Administrative Transfers
1. The District retains the right to transfer employees to meet program needs. Personnel who need to be transferred involuntarily shall be notified of the transfer not less than five (5) work days prior to the effective date of transfer, barring an emergency situation. An emergency is defined as a condition present in the District for which the need for the transfer of employee(s) is so immediate that notice could not be provided without delaying the work to be performed, resulting in damage to the District. Permanent and probationary classified employees will not administratively transfer more than once per twelve (12) months, unless it is required to meet program needs.
  2. Such administrative transfer shall not change the employee's salary rate, anniversary date, hours, or accumulated sick leave and vacation credits,

or in any manner reflect adversely upon the employee's rights as provided by law and the Agreement.

3. Upon written request and within three (3) days of being notified, unit members shall be entitled to a conference with the Assistant Superintendent of Human Resources or designee to review the reasons for the administrative transfer.



## **ARTICLE 12: HOURS AND OVERTIME**

- A. The work day, work week, and work year for all new or newly added bargaining unit position(s) shall be designated and assigned by the District. Thereafter, any changes to Job Descriptions of current bargaining unit position(s) or vacant bargaining unit position(s) shall be negotiated between CSEA and the District.
- B. Prior to September 30 of each school year, any changes needed may take place at the District's decision based on students and/or instructional needs. After September 30 of each school year:
  - 1. If a permanent change in an employee's work schedule as a para-educator, health aide (I or II), or bus driver is more than 45 minutes per day, the District shall inform CSEA of such changes prior to implementation or within a reasonable timeframe should such changes be deemed an immediate need.
  - 2. Any changes of more than 45 minutes not listed in Section B.1 shall be subject to meeting and conferring at CSEA's request.
  - 3. Within five (5) business days, CSEA will notify the District to negotiate changes. Once notified, CSEA and the District will meet to negotiate within five (5) business days. Final decisions shall be made within five (5) business days of first negotiation date.
  - 4. If no agreement is reached, the least senior person in that position at that site shall be affected.
- C. A voluntary transfer in an employee's work location is excluded from the provisions of Section B.
- D. Unit members may request to meet with Human Resources or designee to discuss any problems and seek reasonable resolutions affecting any change of schedule.
- E. The workweek shall consist of no more than five (5) consecutive days, eight (8) hours per day and forty (40) hours per week. This Section 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. Nothing in this Article shall be deemed to bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours for any or all of its classified positions. Any changes to the established hours and work days shall be negotiated with CSEA.

- F. Part-time classified bargaining unit members who work a minimum of 30 minutes per day in excess of their part-time assignment for a period of 20 consecutive working days or more, shall have their basic assignment permanently changed to reflect their longer hours in order to acquire fringe benefits on a properly prorated basis pursuant to Education Code Section 45137.
- G. When additional hours or days per year become available to a part-time position on a regular basis, the assignment shall be offered to a bargaining unit member in the appropriate classification with the greatest seniority in that classification from the same site/department. If the senior bargaining unit member declines the assignment, it shall be offered to the remaining bargaining unit members in the classification in descending order of seniority at the site/department. The additional hours or days are then offered to the most senior bargaining unit member District-wide with the same number of hours and in the same classification as the bargaining unit member who declined the additional hours.
- H. For the purposes of computing the number of hours worked, time during which a bargaining unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leaves of absence shall be considered as time worked by the bargaining unit member.
- I. When it is known at least seventy-two (72) hours in advance that a bargaining unit member is going to be absent five (5) or more consecutive days, the opportunity to work those additional hours will be offered to the current bargaining unit members in the same classification as follows:
  - 1. The bargaining unit member in the classification being given the increased hours shall be at the same site/department.
  - 2. If two or more bargaining unit members in the classification request the increased hours, the supervisor for the site/department shall choose the bargaining unit member who will receive the assignment based on availability, demonstrated job performance and skills. If those factors are equal, the most senior employee at the same site/department shall receive the assignment.
  - 3. This Section shall not apply to Transportation.
  - 4. The bargaining unit member's regular work days shall not be reduced because of time worked in addition to the bargaining unit member's regular assigned work days.

5. If no bargaining unit member decides to take the increase in hours, a classified substitute will be used to cover the absence.
- J. A substitute may be hired for less than 195 days to replace a bargaining unit member who is temporarily absent from duty. This Section does not preclude the District from hiring additional substitutes if the bargaining unit member's absence is for more than 195 days.
- K. Lunch and Rest Periods
  1. Bargaining unit members who are contracted to work five (5) or more hours shall be provided an uninterrupted, non-compensated lunch period. The length of time for lunch shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour. The lunch period shall be scheduled at/or about the midpoint of the bargaining unit member's work shift. The District shall not require unit members to stay onsite during lunch.
  2. Bargaining unit members shall receive a paid fifteen (15) minute uninterrupted rest period for every four (4) hours of work.
  3. The District shall make lunchroom and restroom facilities available for bargaining unit members' use.
- L. Overtime
  1. Bargaining unit members must obtain prior approval of their immediate supervisor to work any time in excess of their regularly scheduled work hours.
  2. Overtime is defined to include time worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a calendar week, whether such hours are worked prior to the beginning of the regular assigned start time or following the assigned end time. Such hours shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay. All hours worked in excess of twelve (12) hours per day shall be compensated at two (2) times the regular rate of pay.
  3. A bargaining unit member who has a work day of four (4) hours or more shall, for any work required to be performed on the sixth or seventh day following the commencement of his/her work week, be compensated at a rate of one and one-half (1-1/2) times the regular rate of pay for the bargaining unit member.

4. A bargaining unit member who has a work day of less than four (4) hours shall, for any work required to be performed on the seventh day following the commencement of his/her work week, be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the bargaining unit member.
5. Overtime shall be distributed and rotated as equally as practical among qualified bargaining unit members at an individual site/department within each appropriate classification. Absent volunteers, overtime will be assigned by a rotational system (with the least senior qualified bargaining unit member of the site/department first).
6. If a bargaining unit member voluntarily accepts a position that receives a stipend (e.g., coaching), the bargaining unit member agrees to waive his/her right to overtime.
7. The District may require a bargaining unit member to work overtime when the legitimate business needs of the District require it.

M. Compensatory Time

1. Bargaining unit members must obtain prior approval of their immediate supervisor to work any time in excess of their regularly scheduled work hours.
2. When a supervisor makes an offer to work overtime, the supervisor shall specify whether the overtime to be worked is available for overtime pay only, compensatory time only or if there is a choice of either. If there is a choice, the bargaining unit member shall determine if he/she wishes to receive cash or time off. This determination must be made at the time the overtime work is offered.
3. Compensatory time off is accrued at the regular hourly rate unless it meets the overtime criteria as stated in Section L.
4. Compensatory time off will be recorded on a District approved form.
5. A bargaining unit member may accumulate up to forty hours (40) of compensatory time off. Any compensatory time off not used by June 30 of the current school year will be paid on the July pay warrant.
6. Requests to use earned compensatory time off must be approved by the bargaining unit member's immediate supervisor.

- N. Call Back Time: Time that a bargaining unit member is required to perform unscheduled work which does not continuously precede or follow a bargaining unit member's regularly scheduled assignment shall be considered call back time and shall be compensated for a minimum of two (2) hours of work at the overtime rate if the employee meets the overtime requirements as stated in Section J.
- O. Summer School Assignments
1. Summer school positions will be posted internally for five (5) days and then posted through District used hiring practices (e.g., EdJoin).
  2. The District and CSEA agree to incorporate the provisions of Section 45102 of the California Education Code in the application of assignments at times other than the regular work year.
- P. Flex Schedules
1. Flex schedules may be allowed during non-instructional days and individual cases where it can be demonstrated that the best interests of the District will continue to be met in accommodating such a schedule.
  2. Requests for flex schedules must be submitted on a "Request for Flex Schedule" form. After receiving the appropriate supervisorial/administrative approval, the request will be submitted to the Human Resources office for action.
  3. A request for a modification or termination of an established flex schedule may be initiated by either the employee or supervisor. A request for modification or termination must be in writing with a three (3) days' notice unless a shorter time period is agreed upon by the parties.
  4. Overtime will not be included in this unless it goes over forty (40) hours for the work week.

## **ARTICLE 13: LEAVES**

- A. For purposes of this article, immediate family is defined as: the spouse, registered domestic partner, son, daughter, brother, sister, mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee, step parent, step child, foster child, son & daughter-in-law, brother & sister-in-law of the bargaining unit member, any significant person living in the immediate household of the bargaining unit member, or designated person, as defined by applicable law.
- B. Eligible bargaining unit members on paid leave shall continue to receive Health and Welfare Benefits contributions.
- C. No absence under any paid leave provision of this Article shall be considered a break in service for any bargaining unit member who is in paid status, and all benefits accrued under the provisions of this Agreement shall continue to accrue under such absence.
- D. Bereavement Leave
  - 1. Bargaining unit members shall be granted necessary leave of absence, not to exceed five (5) days, to mourn the death of any member of the employee's immediate family to be taken within three (3) months of the date of death.
  - 2. No deduction shall be made from the employee's salary nor from leave granted by other sections of this Agreement.
  - 3. It is understood that bargaining unit members may not be able to give advance notice in the event of the death of a member of the immediate family.
  - 4. Additional bereavement leave days required shall be deducted from personal necessity leave.
- E. Jury Duty
  - 1. An employee shall be entitled to paid leave for the time required to perform jury duty.

2. To qualify, the employee shall pay to the District the amount received for jury duty. Any meals, mileage, and/or parking allowance provided to the employee for jury duty shall not be considered in the amount received for duty.
3. An employee, notified to appear for jury duty shall, upon receipt of such notification, must inform his/her immediate supervisor.

F. Military leave shall be provided by applicable statutes.

G. Industrial Accident and Illness Leave

1. An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to leave with pay of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not accumulate from year-to-year. When any leave overlaps a 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 occurs.
2. The leave shall commence no earlier than the first day of absence, provided such absence has been ordered by a licensed physician who has examined the employee and/or the employee is qualified for temporary disability from the District's Workers' Compensation Insurance carrier for wage loss.
3. 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.
4. This leave is to be used in lieu of normal sick leave benefits.
5. When entitlement to leave under this Section has been exhausted, entitlement to other sick leave or vacation may then be used. If, however, an employee is still receiving temporary disability payments under Workers' Compensation at the time of the exhaustion of benefits under this Section, he/she shall be entitled to only so much of his/her accumulated and available sick leave which, when added to the Workers' Compensation award, provides for a regular and daily amount of pay.
6. Any time a bargaining unit member on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

7. The District will make all efforts to provide all bargaining unit members with modified/light duty within the restrictions of the treating physician(s) when practical.
8. If at the conclusion of all leaves of absence, paid or unpaid, the bargaining unit member is still unable to perform the duties of his/her position he/she with or without reasonable accommodation, he/she shall be placed on a re-employment list for a period of 39 months.

H. Thirty-Nine (39)-Month Re-Employment List

1. If a bargaining unit member in permanent status has exhausted all available leaves and remain medically unable to assume the duties in his/her regular job classification with or without reasonable accommodation, the unit member shall be placed on a re-employment list for a period of 39 months.
2. If at any time during the prescribed 39 months, the bargaining unit member is able to perform the duties of his/her position, he/she with or without reasonable accommodation, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment.
3. Bargaining unit members shall be deemed to have recovered from an injury/illness and thereby able to return to work at such time as the bargaining unit member's attending physician indicates there has been such recovery. The District may require a separate medical opinion, at the District's expense, as to whether the bargaining unit member is deemed to have recovered. In this event, the bargaining unit member shall be placed in fully paid and benefited status pending the opinion of the second medical examiner. In the event a separate medical opinion is required, the District shall send the bargaining unit member to a physician from a pool of physicians agreed upon by CSEA and the District.
4. The bargaining unit member's re-employment will take preference over all other applicants except for those laid off for lack of work or funds in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in-service will be disregarded and he/she shall be fully restored as a permanent bargaining unit member.



I. Sick Leave

1. An employee is entitled to one (1) day of sick leave for each month of service rendered to the District.
2. For purposes of this Section, a "Day" means the employee's regularly assigned duty period (i.e., eight hours, six hours, four hours, etc.). Part-time employees shall receive no less than forty (40) hours of paid sick leave under this policy, accrued at a rate no less than one (1) hour per thirty (30) hours worked.
3. At the beginning of each fiscal year, the full amount of sick leave the employee is entitled to 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.
4. A probationary employee of the District shall not be eligible to take more than six (6) days or the proportionate amount to which he/she may be entitled under this Section, until the first day of the calendar month after completion of six (6) months of active service with the District.
5. Sick leave may be accumulated without limitation.
6. The District shall authorize an employee to use vacation upon exhaustion of their sick leave.
7. Doctor and dentist appointments scheduled during the bargaining unit member's work day shall be deducted from sick leave. Reasonable effort shall be made to schedule routine appointments outside the bargaining unit member's scheduled workday.
8. Bargaining unit members will make every reasonable effort to notify the District of intended absences prior to the beginning of the employee's shift. If the bargaining unit member knows or becomes aware that the absence will be for more than one (1) workday, he/she will provide notice of the anticipated length of the absence. "Reasonable effort" will typically mean at least an hour's notice of the absence will be given prior to the start of the bargaining unit member's work shift.
9. Pregnancy shall be treated as an illness for the purpose of sick leave and shall include the post-natal period of pregnancy.

10. A bargaining unit member may use available sick leave for personal illness or injury for a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, or designated person, who is ill or injured. For purposes of sick leave, a “designated person” means a person identified by the employee at the time the employee requests sick leave. An employee shall be limited to one designated person per twelve (12)-month period for sick leave.
  11. Pay for any day of absence shall be the same as the pay that would have been received had the bargaining unit member served during the day of sick leave.
  12. Sick leave may be taken in no less than fifteen (15)-minute increments.
- J. Sick Leave Conversion: The bargaining unit member who is filing a request for retirement may convert unused sick leave to retirement credit in accordance with California law and PERS regulations.
- K. Extended Illness Leave: Upon expiration of the bargaining unit member's accumulated sick leave, the bargaining unit member is entitled to his/her regular salary less fifty percent (50%) for each day of absence due to illness, injury or accident for a period of 100 working days or less. Extended illness leave shall be exclusive of any other paid leave, holidays, vacation or compensating time to which the bargaining unit member may be entitled. The 100 days of extended sick leave shall be exclusive of all other sick leave taken, and in addition to a bargaining unit member's annual sick leave or accumulated sick leave.
- L. Catastrophic Leave Bank
1. The purpose of the catastrophic leave bank (“Leave Bank”) is to provide additional paid sick leave benefits to bargaining unit members who suffer a catastrophic injury or illness.
  2. Days deposited into the Leave Bank and not used shall accumulate from year to year.
  3. Days shall be contributed to the Leave Bank and granted from the Leave Bank without regard to the daily rate of pay of the Leave Bank participant.
  4. The Leave Bank shall be administered by a three (3) member Leave Bank Committee appointed by CSEA. The District shall appoint a Leave Bank Liaison to serve as the District contact person for the Committee.

5. All permanent bargaining unit members with the District are eligible to join the Leave Bank during the open enrollment period.
6. Permanent bargaining unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait for the next open enrollment period to join.
7. Cancellation shall occur automatically whenever a bargaining unit member fails to make his/her required annual contribution. Sick leave previously authorized for contribution to the Leave Bank shall not be returned if the bargaining unit member effects cancellation.
8. Participation is voluntary, and only contributors will be permitted to withdraw from the Leave Bank.
9. Contributions shall be authorized in writing yearly by the bargaining unit member.
10. The annual rate of contribution by each participating bargaining unit member for each school year shall be one (1) day of sick leave, which shall be deemed to equate to the legal minimum required by Education Code Section 44043.5.
11. No bargaining unit member may donate any sick leave days unless the bargaining unit member has a minimum of eight (8) earned sick leave days.

M. Leave Bank Grants

1. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the bargaining unit member. Leave Bank participants who suffer a catastrophic illness, long-term illness or disability which results in the bargaining unit member using all available paid leaves, including regular sick leave, vacation, and compensatory time off ("CTO"), shall become eligible to use this Leave Bank, subject to the restrictions and conditions outlined in this Article. Leave Bank participants whose available paid leaves are exhausted may be granted additional days of sick leave from the Leave Bank for catastrophic illness or injury upon approval of the Leave Bank Committee. Any stress related illness not documented by a physician and any leave for which the bargaining unit member has applied for workers' compensation shall be excluded from the use of Leave Bank.

2. Participants applying for a grant from the Leave Bank shall be required to submit to the Committee a medical doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness or injury confidential.
3. If the eligible bargaining unit member is incapacitated, a member of the eligible bargaining unit member's family or designee may submit requests for donation of catastrophic leave.
4. Grants from the Leave Bank shall be made in units of no less than five (5) duty days. Participants may submit requests for further grants prior to their current grant's expiration.
5. A day of donated sick leave shall be considered one (1) day for purposes of credit to the Leave Bank, regardless of the number of hours that donated day would have been worth to the bargaining unit member making the donation.
6. If a bargaining unit member uses a day from the Leave Bank, pay for that day shall be the same pay the bargaining unit member would have received had the bargaining unit member worked that day.
7. Any days approved by the Committee that are unused by the bargaining unit member shall be returned to the Leave Bank.
8. For purposes of qualifying for PERS Disability Retirement, grant days shall not be considered available leave.
9. The Committee shall notify the District payroll office, in writing, of all approved grants. For any grant made prior to the 10th of the month, the bargaining unit member will be paid at the end of the month, and each subsequent month as applicable. For any grant made after the 10th of the month, the bargaining unit member will be paid at the end of the following month and each subsequent month as applicable.
10. No determination or denial or of use of the catastrophic leave bank is grievable under the grievance article of this Agreement.
11. Bargaining unit members who are granted use of Leave Bank days shall be considered in regular paid status during such use.

N. Administration of the Leave Bank

1. The Leave Bank Committee shall have the responsibility of maintaining the records of the Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the participants and the District.
2. The Committee's authority shall be limited to administration of the Leave Bank. The Committee shall establish procedures that include the size of grants available and shall approve all properly submitted requests complying with the terms of this Article and the procedures, if days are available. Grants may not be denied on the basis of the type of illness or disability.
3. Applications shall be reviewed and decisions of the Committee reported to the applicant and the payroll office, in writing, within ten (10) work days of receipt of the application.
4. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.
5. By October 15 of each year, the District shall notify the Committee of the following:
  - The total number of days in the Leave Bank.
  - The names of participating bargaining unit members.
6. If during the course of the year additional bargaining unit members join the Leave Bank, the District shall so notify the Committee. The District shall respond to any request of the Committee within five (5) working days for information regarding the total number of days remaining in the Leave Bank.
7. Once the Leave Bank has accumulated 600 or more days as of July 1 of any year, contributions will be made as follows:
  - New participants and any current participants who have contributed to the bank for less than three (3) years shall contribute one (1) day to the bank to establish or continue their eligibility for the year.

- Participants who have contributed to the bank for at least three (3) years shall not be required to make any contribution to continue their eligibility for the year.
8. Once the Leave Bank has reached the initial 600 days, and subsequently falls below 600 days or less in any one year, a special window period of thirty (30) calendar days will immediately be opened. Contributions of one (1) day may be made by any bargaining unit member and will be applied to the bank during this window period as follows:
- New participants' contributions will be applied to the bank first.
  - If the bank is still below 600 days, the contributions of participants who have previously contributed to the bank will then be applied to the bank
9. If there are no days remaining in the Leave Bank to provide any additional grants, the Committee shall notify applicants and must deny any additional grants until such time as the bank is replenished with contributions sufficient to make grants.
10. Sections M and N of this Article shall not be grievable under Article 9: Grievance Procedures in this Agreement.

O. Personal Necessity

1. Personal necessity leave shall be limited to circumstances serious in nature that the bargaining unit member cannot reasonably be expected to disregard.
2. In any year, a maximum of seven (7) days of accumulated sick leave may be used for personal necessity reasons.
3. The bargaining unit member shall be required to provide notice as soon as practicable for personal necessity leave taken.
4. The bargaining unit member shall not be required to provide advance notice for leave taken for any of the following reasons:
  - a. Death or critical illness of a member of the bargaining unit member's immediate family. (Critical illness is defined as illness where death is imminent, may result in permanent disability, or requires hospitalization.)

- b. Accident involving the bargaining unit member's person or property or the person or property of a member of the bargaining unit member's immediate family.
  - c. Imminent danger to the home of a bargaining unit member, occasioned by an event such as flood or fire, serious in nature, which under the circumstances the bargaining unit member cannot reasonably be expected to disregard, and which requires the attention of the bargaining unit member during the bargaining unit member's assigned hours of service.
  - d. In cases in which no advance notice is required, the bargaining unit member shall provide the designated supervisor with advance notification of the circumstances if possible. Where no advance notice is possible, the bargaining unit member shall fill out the necessary absence forms upon the bargaining unit member's return.
5. Other personal necessity leaves, as limited below, require prior notice of at least 24 hours. Whenever possible, bargaining unit members should give notice at the earliest possible time prior to the leave.
- Appearance in court as a litigant, party, or as a witness under an official order.
  - Bereavement beyond that which is specified in Section D, above.
  - Adoption.
  - Child's or spouse's or registered domestic partner's graduation or child's wedding.
  - Birth of the bargaining unit member's child or grandchild.

P. Family Medical Leave

1. The District will comply with the requirements of the California Family Leave Act and the federal Family Medical Leave Act in providing unpaid leave to eligible bargaining unit members under the terms of those laws. Generally, eligible bargaining unit members are entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period. Entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

2. The District will continue Health and Welfare benefits at the bargaining unit member's agreed upon District contribution level during this leave.
3. A bargaining unit member completing family medical leave will be returned to his/her original position.

Q. Training and Education Leave

1. An unpaid leave of absence, not to exceed 195 working days, for study/training/education shall be granted to any bargaining unit member who meets the following qualifications:
  - a. The study, training and education must be for improving skills in the bargaining unit member's current job or developing skills for promotion or career field in the District.
  - b. Such leave of absence may be taken in separate periods or in any other appropriate periods rather than for a continuous 195 working days provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period.
2. Study leave cannot be granted to an individual who has not served at least four (4) consecutive years of service preceding the granting of the leave.
3. No more than one (1) study leave shall be granted in each three (3) year period.
4. Any leave of absence granted under this Section shall not be deemed a break in service for any purpose, except that such leave shall not be included as service for the granting of any subsequent leave under this type of leave, nor shall bargaining unit members earn vacation, sick leave, holidays, step increases or other benefits provided under this Agreement.

R. Reproductive Loss Leave

1. Upon a reproductive loss event, employees who have been employed by the District for at least thirty (30) days are eligible to take up to five (5) days of reproductive loss leave. If an eligible employee experiences multiple reproductive loss events within a twelve (12)-month period, the employee may take no more than twenty (20) days total of reproductive loss leave within the twelve (12)-month period.



2. Reproductive loss leave need not be taken on consecutive days. It must be completed within three (3) months of the event entitling the eligible employee to such leave, except that if, prior to or immediately following the reproductive loss event, the employee is on or chooses to go on Pregnancy Disability Leave, California Family Rights Act Leave, or any other leave pursuant to state or federal law, the employee must complete their reproductive loss leave within three (3) months of the end date of the other leave. Reproductive loss leave is unpaid, except that an eligible employee may use any accrued, unused vacation or paid sick leave during the leave.
  3. Employees should provide notice of their need for reproductive loss leave as soon as practicable to their immediate supervisor. The District shall maintain the confidentiality of any employee requesting leave. The District prohibits retaliation in any form against an employee who exercises their right to reproductive loss leave or as otherwise provided by applicable law.
  4. Within this policy, a “reproductive loss event” means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.
- S. General: When no other leaves are available, a paid or unpaid leave of absence may be granted to an employee at any time upon terms acceptable to the District and the employee. Leaves under this Section shall be at the discretion of the District and shall not serve as precedent for any other request.

## **ARTICLE 14: PAY AND ALLOWANCES**

- A. The hourly rate of pay for each classification in the bargaining unit shall be in accordance with Appendix B (CSEA Hourly Salary Schedule) which is attached and incorporated as a part of this Agreement.
- B. A bargaining unit member's regular rate of pay shall include any longevity required to be paid under this Agreement.
- C. When an increase is negotiated between the parties, the salary schedule shall be increased by such amount with the agreed upon effective date.
- D. Prior to establishing a new classified salary range placement, the District shall negotiate with CSEA.
- E. Step Placement and Movement
  - 1. Step credit shall be given to new bargaining unit members for outside related experience. One (1) year of outside experience shall count as one (1) year of in-District experience. Such experience shall enable the bargaining unit member to be initially placed on a maximum of Step D of the appropriate range. CSEA shall be notified of any newly hired bargaining unit member's placement.
  - 2. Step increases shall become effective on July 1 of each year. In order for a newly hired bargaining unit member to be eligible for a step increase, the bargaining unit member shall have a hire date as of December 1.
- F. In instances of a bargaining unit member who voluntarily accepts a position in a lower classification, the bargaining unit member shall retain the step placement held prior to the change on the new salary range.
- G. A bargaining unit member who resigns and is reemployed in the same classification within one (1) year shall be placed at the same step on the salary schedule at the time of his/her resignation. This provision shall apply only to bargaining unit members who were originally employed for not less than two (2) years prior to his/her resignation.
- H. Longevity
  - 1. Bargaining unit members shall be eligible for longevity increments to be added to their annual base salary as described below. Longevity

increments are defined as two percent (2%) of the bargaining unit member's current base salary.

2. After completion of ten (10) years of continuous District service – one (1) additional increment.
  3. After completion of fifteen (15) years of continuous District service – one (1) additional increment.
  4. After completion of twenty (20) years of continuous District service – one (1) additional increment.
  5. After completion of twenty-five (25) years of continuous District service – one (1) additional increment.
  6. Payment of increments shall commence with the first paycheck after July 1, at the start of the year of qualifying service.
  7. Longevity increments earned shall be carried forward in the event the bargaining unit member is transferred, promoted or demoted to a new classification.
- I. Immunizations/TB Testing: TB tests will be reimbursed up to the maximum amounts outlined on the District's approved list of providers.
- J. Mileage: Bargaining unit members whose job classification requires travel will be reimbursed for all mileage incurred in the course of performing services required in connection with that job classification, other than mileage to and from home and the primary work location. Reimbursement shall be at the current established Internal Revenue Service (IRS) rate.
- K. Mandated Trainings: All trainings required by the District that is not considered voluntary shall be completed on paid time.
- L. Out of Classification Pay: A bargaining unit member may be required to perform duties not included in their current position. A bargaining unit member working in a higher classification for a period of more than five (5) workdays in a fifteen (15) calendar day period shall have his/her salary adjusted upward for all days worked in that assignment. The upward salary adjustment shall be on the same range that the out of classification duties are assigned and on the step which provides for not less than a five percent (5%) increase, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class. The employee must receive prior written

authorization from the site administrator/supervisor before working an out of class assignment.

## **ARTICLE 15: HEALTH AND WELFARE**

- A. The District shall provide unit members with the opportunity during the open enrollment period to enroll in any health, dental, or vision plan offered by the District.
- B. The District shall pay the annual cost of medical coverage up to the maximum District contribution. The amount remaining, if any, shall apply to the cost of dental and vision coverage.
- C. Fringe Benefits: Classified employees are entitled to a prorated share of the fringe benefits if the proper number of hours per week is worked. Currently any classified employee who works twenty (20) or more hours per week may participate in the benefit program if he/she chooses. The District Payroll Technician has current information on programs and costs. The fringe benefit package includes family coverage for health and vision, and employee coverage for dental and life insurance up to a cap of \$10,045.
- D. The District shall maintain a Flexible Spending Account Plan for the benefit of regular probationary and permanent employees pursuant to Internal Revenue Code section 125.
- E. If the active employment of an eligible employee terminates, his/her health, dental and vision insurance will continue to be paid by the District until the end of the last month of the employee's active service with the District. An employee may then continue such benefits in accordance with COBRA law.
- F. Employees who are on an approved leave of absence without pay may retain at their own cost, District health and welfare benefits provided they make arrangements in advance with the Personnel Office to pay the total premium. The premium shall be paid on or before the 15th of the preceding month.

## **ARTICLE 16: HOLIDAYS**

- A. The parties agree to follow the provisions of the Education Code Sections 45203 and 45206. The following twelve (12) holidays will be granted on the annual District calendar:
1. New Year's Day
  2. Martin Luther King Jr. Day
  3. Observance of Washington's Day
  4. Observance of Lincoln's Day
  5. Memorial Day
  6. Juneteenth
  7. Independence Day
  8. Labor Day
  9. Veteran's Day
  10. Thanksgiving Day
  11. In Lieu of Admission's Day
  12. Christmas Day
- B. When a holiday falls on a Saturday, the preceding workday that is not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday that is not a holiday shall be deemed to be that holiday. Placement of the holidays shall be part of the recommendation of the calendar committee on which CSEA shall have the opportunity to participate.
- C. To receive pay for holidays, a bargaining unit member must be in a paid status on his/her normal work day immediately preceding or succeeding the holidays.
- D. All hours worked on holidays designated by this Agreement shall be compensated at one and one-half (1 ½) times in addition to the regular rate of pay received for the holiday. All work performed during holidays must be pre-approved by a supervisor.
- E. When a recognized holiday falls during the scheduled vacation of a bargaining unit member, such bargaining unit member shall not be charged a vacation day for the holiday.



## **ARTICLE 17: VACATIONS**

- A. All bargaining unit members shall earn paid vacation time. Vacation benefits are earned on a fiscal year basis and shall be advanced on July 1 of each year.
- B. A bargaining unit member must have been in paid status for more than one-half of the working days in the month in order to earn the vacation time for that month.
- C. Bargaining unit members working less than twelve (12) months per year shall be entitled to vacation as listed on the adopted salary schedule and paid out each month.
- D. Vacation for twelve (12) month bargaining unit members shall be earned and accumulated as listed on the adopted salary schedule.
- E. A day is defined as the number of hours a bargaining unit member is contracted to work each day. Pay for vacation days for bargaining unit members shall be the same as that which the bargaining unit member would have received had he/she been in a working status.
- F. When a bargaining unit member leaves employment with the District for any reason, he/she shall be entitled to a lump sum payment for any earned vacation not used. Any vacation hours credited but not earned will be deducted from the members' final pay warrant.
- G. Vacation Carryover
  - 1. If the unit member does not use or is not permitted to take his or her full annual vacation, the amount not taken shall carry over to the next school year and must be used prior to the end of that school year. No more than fifteen (15) days of unused vacation may be carried over except by written permission of the Assistant Superintendent of Human Resources which shall not serve as precedent for any other request.
  - 2. Members with an excess of fifteen (15) days of vacation will be paid out prior to the beginning of the 2025-2026 school year. Members who request a carryover of vacation exceeding 15 days may do so for the 2025-2026 school year only. Requests must be received by the Business Services department no later than June 30, 2025.
  - 3. Beginning with the 2025-2026 school year, any carryover vacation days shall not exceed more than fifteen (15) days.



#### H. Scheduling Vacation

1. Vacation requests shall be made as soon as possible using the District's vacation approval system. If the immediate supervisor fails to respond within ten (10) working days of when a vacation request is made, the unit member shall make the request with Human Resources and receive a response within five (5) working days. If the employee does not receive a response from Human Resources, the request shall be considered approved.
2. Unit members may request changes in writing with supervisor approval. Supervisors will notify employees in writing and in a timely manner of the disposition of their request. Supervisors have the final determination on setting limits as to the number of people that may be out on vacation at any one time.
3. Once a vacation request has been approved, the District shall not cancel it.
4. If an employee's approved vacation comes due during the period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed.

## **ARTICLE 18: EMPLOYEE EXPENSES AND MATERIALS**

- A. The District shall provide the tools, equipment, and supplies required by a bargaining unit member's immediate supervisor that are necessary for the performance of and directly related to the bargaining unit member's employment duties.
- B. The District shall determine positions which are eligible for reimbursement for the cost of purchasing or maintaining work boots. The reimbursement shall be made on a yearly basis, not to exceed \$200 per year.

## **ARTICLE 19: SAFETY**

- A. Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which unduly endanger their health or safety.
- B. An employee has a responsibility to report in writing as soon as possible to his/her immediate supervisor any and all conditions which are unsafe or might unduly endanger health.
- C. Upon receiving a written report of an alleged unsafe or unhealthy condition, the District shall determine whether, in fact, an unsafe or unhealthy condition exists and what, if any, action is required to correct a condition determined to be unsafe or unhealthy. The District shall communicate their decision in writing to the unit member and CSEA.
- D. Safety Committee: A Safety Committee, developed with a representative from each school site, District office, maintenance and operations, and other invited staff, will meet throughout the school year to review safety procedures, collaborate on trainings, be updated on new laws and regulations, review District protocols, provide ideas for professional development or trainings related to safety, and provide feedback to District staff. CSEA representatives on the committee shall be appointed by the CSEA Chapter President. Bargaining unit members of the committee shall be allowed reasonable release time to attend committee meetings or related activities.

## **ARTICLE 20: PERSONNEL FILES AND EVALUATION PROCEDURES**

- A. Evaluations shall be considered as a tool to provide the bargaining unit member with information related to job performance and shall include a provision for commendations for exemplary employees as well as directives for identified improvement needs.
- B. Evaluations shall be conducted by the bargaining unit member's immediate administrative supervisor. Evaluations shall not be conducted by certificated teachers or confidential personnel.
- C. The probation period shall be defined as the initial six (6) month or 130 days of paid service of employment, whichever is longer.
- D. There shall be a six (6) month probationary period for permanent classified bargaining unit members under the following circumstances:
  - 1. Promotions into a position in a classification paid on a higher salary range. In the event a permanent bargaining unit member is released from probation, he/she will be returned to his/her previous classification.
  - 2. Voluntary demotion or movement into a different classification on the same salary range in a different and unrelated occupational field.
- E. Permanent bargaining unit members who have received satisfactory evaluations shall be evaluated at the end of the first year in permanent status and at least every other year thereafter with continuing satisfactory evaluations. All evaluations will be completed by June 1.
- F. Promoted probationary bargaining unit members shall be evaluated at least once and early enough in their probationary period to be able to improve their performance.
- G. Before placement of a negative rating on a bargaining unit member's evaluation, the immediate supervisor shall discuss with the bargaining unit member his/her concerns. No negative rating shall be placed on a bargaining unit member's evaluation without prior discussion and sufficient time to correct the deficiency.
- H. The bargaining unit member shall have the right to receive a copy of all written evaluations and the right to respond to such evaluations in writing within ten (10) workdays. Such responses shall be attached to the evaluation. The signing of an evaluation by a bargaining unit member only means that the bargaining unit

member has received a copy of the evaluation, not that the bargaining unit member agrees with the contents of the evaluation.

- I. Any negative evaluation shall include specific deficiencies and specific recommendations for improvement and provisions for assisting the bargaining unit member in implementing any recommendations made. Additional training, courses and counseling referrals are options for specific recommendations for improvement.
- J. Evaluations shall not be made subject to the grievance procedure.
- K. Personnel Files
  - 1. Personnel files of each bargaining unit member shall be maintained in the District's central administrative offices.
  - 2. All personnel files shall be kept in confidence and every bargaining unit member shall have the right to examine his/her file upon request provided such inspection takes place outside the bargaining unit member's normal working hours. Eight (8)-hour employees who have work hours that fall between or are the same as Human Resources office hours shall contact the Assistant Superintendent of Human Resources or designee to make arrangements to inspect their files.
  - 3. Information of a derogatory nature shall not be entered or filed unless and until the bargaining unit member is given notice and an opportunity to review and comment. A bargaining unit member shall have the right to enter and have attached to any derogatory statement his/her own comments. The review shall take place during the time of receipt of the derogatory material.
  - 4. Any written material placed in the bargaining unit member's file shall be signed and dated by the employee and the employee's supervisor(s).
  - 5. A bargaining unit member shall have the right to obtain copies of any material from the bargaining unit member's personnel file. A bargaining unit member shall have the right to authorize a CSEA representative to examine their file and obtain a copy of material in the file except those materials as noted in Section K.6., below. The CSEA representative shall provide a form with the bargaining unit member's signature authorizing the review of materials.

6. Material not subject to inspection by the bargaining unit member includes rating reports or records that were obtained prior to employment or obtained in connection with a promotional examination.

## **ARTICLE 21: CONTRACTING OUT**

- A. The District reserves the right to contract out work to the extent permitted by law.
- B. Prior to contracting out for work currently and customarily performed by employees in the CSEA bargaining unit, the District shall notify CSEA of its intent to contract out bargaining unit work.
- C. The parties shall meet and negotiate regarding the decision and the effects of contracting out bargaining unit work where the decision to do so is based upon labor cost savings.
- D. The parties shall meet and negotiate regarding the effects of contracting out bargaining unit work where the decision to do so is based upon considerations other than labor cost savings.

## **ARTICLE 22: TRANSPORTATION**

### **A. Work Schedule**

1. The District shall determine the number of annual work/duty days based on the necessary days as determined by the District.
2. The District shall publish a calendar identifying the transportation work/duty days as determined by the District at the beginning of each school year.
3. School Bus Driver schedules/routes shall be calculated in fifteen (15) minute increments.
4. The District shall determine and provide drivers with a set schedule.
5. Bus drivers are expected to be at their assigned work sites as scheduled.

### **B. Route Bidding Assignments and Procedures**

1. The District shall determine/maintain all routes and bus assignments.
2. Route bidding will occur during the Transportation Department calendared school year as determined/established by the District within the first week of August.
3. Bidding of summer routes will occur prior to the District's last student attendance day.
4. The days and time of Route Bidding shall be posted in the Transportation office five (5) days prior to bidding.
5. The posted routes will be available to drive not less than forty-eight (48) hours prior to bidding.
6. Permanent route vacancies or route increases of thirty (30) minutes or more will follow route bidding assignments and procedures.
7. Route Bidding shall occur in the order of seniority.
8. Any bus driver who will be absent from Route Bidding may submit a bid by written proxy, listing all routes in order of preference.



9. After a driver has selected a route through the bidding process, their schedule and salary determination shall be changed to reflect the new route no later than the effective date of the route change

C. Post Route Bidding Preparation

1. Bus drivers are expected to familiarize themselves with their route by driving the route in the appropriate type of bus prior to the first day of school, and shall be allotted time to do so.
2. The dispatcher will communicate Special Ed Route schedules to the parent/guardian of the student prior to the first day of school.
3. The dispatcher will maintain updates to the route and communicate all changes to the parent/guardian throughout the school year.

D. Temporary Vacancies: Any extra runs or temporary assignments will be offered in the following order:

1. Available part-time (less than eight (8) hours per day) drivers on a rotating seniority basis. A driver is available if their regular route does not overlap with departure or return time of the extra run.
2. Un-routed bus drivers.
3. In the event the extra run is declined by all drivers then it may be offered to substitute drivers.

E. Certification

1. All drivers shall be required to demonstrate proficiency on all buses as allowed on their School Bus Certificate and may be required to drive any bus as permitted.
2. All drivers are responsible to maintain all necessary credentials and keep them current.
3. The District shall be responsible for providing ten (10) hours of T-01 training annually. Training will be on staff development days or during scheduled renewal classes.
4. Drivers shall annually be paid for up to ten (10) hours of T-01 training provided by the District.

5. The District shall cover the cost of Certificate Renewal Testing with the California Highway Patrol.
6. The District shall cover the cost for the DL-51 medical exam.
7. The District shall allow necessary release time from duties in order to update the DL-51 exam. For such release time, the employee will provide no less than forty-eight (48) hours advance notice to his/her immediate supervisor.
8. The District shall annually make available American Red Cross First Aid training.
9. In the event the District requires an employee to have immunizations, and/or screenings for infectious diseases, the District shall incur the expense and allow for the necessary release time.

### **ARTICLE 23: SEVERABILITY**

- A. If during the life of this Agreement there exists any applicable law, rule, regulation, or order issued by court authority which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect so long as such law, rule, regulation, or order shall remain in effect.
- B. Such invalidation of a part or portion of this Agreement shall not invalidate any other remaining portions which shall continue in full force and effect.
- C. In the event of invalidation of a part or portion of this Agreement the parties shall, upon mutual agreement, meet and negotiate a replacement.

## Appendix A: List of Classified Jobs

Job	Salary Range
Crossing Guard	18
Detention Aide	18
Instructional Aide	18
Intramural Aide	18
Temporary Seasonal Worker	18
Noon Duty Aide	20
PE Aide I	20
PE Aide II	22
Study Hall	22
Generalist Aide	24
Intervention Aide	24
Math Lab	24
Assistant Groundskeeper	26
Instructional Para-Special Education	26
Driver	28
Generalist Aide-Bilingual	28
Bilingual Liaison	28
Interpreter	28
Instructional Aide-Sign Language Interpreter I	28
Instructional Aide-Spanish Content	28
Health Assistant	28
Office Clerk	28
District Registrar-Enrollment Specialist	30
Library-Media Clerk	30
Night Custodian	30
Instructional Aide-Sign Language Interpreter II	32
Operational Clerk	32
Day Custodian	33
Bus Driver	34
Certified Occupational Therapist Assistant	35
School Secretary	35
District Utility Worker	36
Groundskeeper	36
Health Assistant II	36
Bus Driver Trainer	37
Skilled Maintenance Worker I	38

Job	Salary Range
Bus Mechanic I	40
Transportation Dispatcher-Trainer	40
Skilled Maintenance Worker II	42
Bus Mechanic II	43
Technology Technician	43
Assistant Technology Coordinator	45
Speech & Language Pathology Assistant	45

## Appendix B: Classified Salary Schedule

2024-25 Classified Salary Schedule								
Classification	Range	Step A	Step B	Step C	Step D**	Step E	Step F	Step G
Crossing Guard / Detention Aide / Instruct. Aide / Intramural Aide / Temp Seasonal Worker	18	\$ 16.93	\$ 17.78	\$ 18.67	\$ 19.60	\$ 20.58	\$ 21.61	\$ 22.69
Noon Duty Aide / PE Aide I	20	\$ 17.02	\$ 17.87	\$ 18.76	\$ 19.70	\$ 20.69	\$ 21.72	\$ 22.81
PE Aide II / Study Hall	22	\$ 17.61	\$ 18.49	\$ 19.42	\$ 20.39	\$ 21.41	\$ 22.48	\$ 23.60
Generalist Aide / Intervention Aide/ Math Lab	24	\$ 18.33	\$ 19.25	\$ 20.21	\$ 21.22	\$ 22.28	\$ 23.39	\$ 24.56
Assist. Groundskeeper / Instruct. Para-Special Education	26	\$ 19.38	\$ 20.35	\$ 21.37	\$ 22.43	\$ 23.56	\$ 24.73	\$ 25.97
Driver / Generalist Aide – Bilingual / Bilingual Liaison / Interpreter / Instruct. Aide-Sign Language Interpreter I / Instructional Aide-Spanish Content / Health Assistant / Office Clerk	28	\$ 20.33	\$ 21.35	\$ 22.41	\$ 23.53	\$ 24.71	\$ 25.95	\$ 27.24
District Registrar-Enrollment Specialist / Library-Media Clerk / Night Custodian	30	\$ 21.30	\$ 22.37	\$ 23.48	\$ 24.66	\$ 25.89	\$ 27.18	\$ 28.54
Instruct. Aide-Sign Language Interpreter II / Operations Clerk	32	\$ 22.41	\$ 23.53	\$ 24.71	\$ 25.94	\$ 27.24	\$ 28.60	\$ 30.03
Day Custodian	33	\$ 22.92	\$ 24.07	\$ 25.27	\$ 26.53	\$ 27.86	\$ 29.25	\$ 30.71
Bus Driver	34	\$ 23.55	\$ 24.73	\$ 25.96	\$ 27.26	\$ 28.63	\$ 30.06	\$ 31.56
Certified OT Assist. / School Secretary	35	\$ 24.11	\$ 25.32	\$ 26.58	\$ 27.91	\$ 29.31	\$ 30.77	\$ 32.31
District Utility Worker / Groundskeeper / Health Assist II	36	\$ 24.82	\$ 26.06	\$ 27.36	\$ 28.73	\$ 30.17	\$ 31.68	\$ 33.26
Bus Driver Trainer	37	\$ 25.40	\$ 26.67	\$ 28.00	\$ 29.40	\$ 30.87	\$ 32.42	\$ 34.04
Skilled Maintenance Worker I	38	\$ 26.03	\$ 27.33	\$ 28.70	\$ 30.13	\$ 31.64	\$ 33.22	\$ 34.88
Bus Mechanic I / Trans. Dispatcher-Trainer	40	\$ 27.33	\$ 28.70	\$ 30.13	\$ 31.64	\$ 33.22	\$ 34.88	\$ 36.62
Skilled Maintenance Worker II	42	\$ 28.66	\$ 30.09	\$ 31.60	\$ 33.18	\$ 34.84	\$ 36.58	\$ 38.41
Bus Mechanic II / Technology Technician	43	\$ 29.40	\$ 30.87	\$ 32.41	\$ 34.03	\$ 35.74	\$ 37.52	\$ 39.40
Assistant Tech Coordinator / Speech & Lang. Path Assist.	45	\$ 30.96	\$ 32.51	\$ 34.13	\$ 35.84	\$ 37.63	\$ 39.51	\$ 41.49