

**ROCKLIN UNIFIED SCHOOL DISTRICT**

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**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION**

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**Educational Excellence**

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**Contract Agreement**  
**July 1, 2022 through June 30, 2025**

**ROCKLIN UNIFIED SCHOOL DISTRICT**

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ARTICLE 1  
PREAMBLE AND RECOGNITION

- 1.1 This Agreement is between Rocklin Unified School District, hereinafter referred to as the “District,” and California School Employees Association and its Local Chapter # 773 (CSEA), hereinafter referred to as the “Union” or the “Association.” The term “the parties” means the District and CSEA.
- 1.2 The District hereby acknowledges that California School Employees Association and its Local Chapter #773 (CSEA) is the exclusive bargaining representative for classified employees in accordance with certification in the Operations Support Unit as attached in Appendix “A-1,” and as certified by the Public Employment Relations Board on October 23, 1992, Case #S-D-15- (S-R-721), and in accordance with certification in the Operations Support Unit - Office Technical as attached in Appendix “A-2,” and as certified by the Public Employment Relations Board on April 2, 1996, Case #S-UM-614 (S-R-727), and in accordance with certification in the Office Technical/Operations, Support Services as attached in Appendix “A-3”, and as certified by the Public Employment Relations Board on March 24, 2003, Case No. SA-UM-719-E.

Those employees designated as management, supervisory, confidential, substitute, and all other employees of the District are excluded from the unit.

ARTICLE 2  
MANAGEMENT RIGHTS

Reserved Rights

- 2.1 It is understood and agreed that the District retains all of its powers and authorities to direct, manage, and control its operations to the full extent of the law except as specified in provisions of this Agreement.

Additional Reserved Rights

- 2.2 Except as provided for in this Agreement, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees, determine the times and hours of operations, determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and education 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 allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency.
- 2.3 Except as provided for in the Agreement, the Board retains the right to hire, classify, assign, reassign, transfer, evaluate, and promote. In addition, the Board retains the right to terminate and discipline employees in accordance with applicable state law.
- 2.4 The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and applicable state and federal law.
- 2.5 The District may suspend temporarily any provision in the Agreement in case of emergency for the duration of an emergency only when such temporary suspension is necessary. An emergency shall include national, state, or local declared emergencies and natural disasters such as earthquake, fire, or flood.
- 2.6 This article does not authorize the District to violate any provision of this agreement.



ARTICLE 3  
UNION RIGHTS

3.1 New Employee Orientation During Onboarding

- 3.1.1 “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.
- 3.1.2 The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable. The District shall provide the Chapter President a list of all of the new employees who were hired during the month and are expected to attend the group orientation. The District will provide the name, site, classification, cell phone and email address for any newly hired classified employee who is calendared to attend a new employee orientation..
- 3.1.3 The District will hold a group orientation one day per month at 8:00am in the District Office, on predetermined dates which will be communicated to all new employees hired since the last New Employee Orientation (NEO) was held. CSEA shall have one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session. A reminder notification will be sent by CSEA secretary to all new employees reminding them of their required attendance one week prior to the NEO. New employees in attendance will be in paid status.
- 3.1.4 The District shall include the CSEA membership packet in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the District with copies of the CSEA membership packet, including membership form, to the District for distribution.
- 3.1.5 The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.
- 3.1.6 During CSEA’s orientation session, no District manager or supervisor or non-unit employee shall be present.
- 3.1.7 When an employee who was calendared to attend an NEO meeting does not attend, a CSEA representative shall have up to fifteen (15) minutes of release time minimum to meet with them at their work site. CSEA will work with the Direct Supervisor of the CSEA representative (district employee) to schedule visits to minimize the impact to district services as a result of NEO visits.

### 3.2 Notices to Union Members

The Union may use the school mailboxes and bulletin board spaces designated by the administration subject to the following conditions: (A) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization; (B) the Union will not post or distribute information which is derogatory or defamatory of the District or its personnel.

### 3.3 Notification of Agreement

The District agrees to post a copy of this Agreement on the District website and provide a New CSEA Employee Contract Agreement Acknowledgement Form (Appendix F) to any new employee in the bargaining unit. The District will provide a copy of the New CSEA Employee Contract Agreement Acknowledgement Form to the Association in a timely manner.

### 3.4 Use of School Facilities

The Union may use school buildings for meetings subject to the following conditions:

3.4.1 The Union may use school buildings provided that: the buildings do not require additional hours by custodial staff; such use does not interfere with or impair the educational process in any way; an authorized Union representative obtains advance permission from the designated administrative representative regarding the specific time, place, and type of activity, and that the representative can verify that such requested activities and use of facilities will not interfere with the duties of unit members or other employees, and that a request has been submitted to the principal or designated administrator no less than two (2) days in advance of the requested use.

### 3.5 Release Time for Union Representatives

The District agrees to grant reasonable release time to two (2) Union representatives to perform services directly involved in the processing or investigation of grievances. The word “processing” is interpreted to mean the presence of the representative with the aggrieved employee during verbal discussions with administrators or supervisors. Representatives shall not leave their workstations for grievance processing without prior approval of their immediate supervisor.

### 3.6 List of Names of Union Representatives

The Union shall submit to the District a list containing the names of Union authorized representatives. Such lists will be kept current. The Union will post the name of the representative on the site or school employee bulletin board.

3.7 Mailing List of Unit Members

The District agrees, upon request, to provide to the Union once per year a list of the names and mailing addresses and home phone numbers (if listed), of all classified employees within the bargaining unit.

3.8 Negotiation Representatives and Release Time

The Union shall designate no more than six (6) representatives who shall be granted reasonable release time for the purposes of contract negotiations. Efforts will be made in the scheduling of negotiations to equalize District release time and non-work time spent in negotiation sessions.

3.9 Union Business Release Time

The District will provide up to five days release time for Union business for up to two employees.

3.10 Association Chapter Meetings

Night duty custodians may be provided thirty minutes release time to attend regularly scheduled CSEA chapter meetings, upon notification to their immediate supervisor

ARTICLE 4  
DISCRIMINATION

- 4.1 Neither the District nor the Union will discriminate against any employee because of race, creed, religion, color, sex, age, national origin, union activity, physical handicap, or medical condition.

ARTICLE 5  
HOURS OF EMPLOYMENT

5.1 Full-time Employees

The regular, full-time workweek shall consist of five consecutive eight hour days and forty hours per week. Nothing in this section shall be deemed to bar the District from establishing workdays of less than eight hours or a workweek of less than forty hours for all or any of its classified positions, except as provided in Article 12. This article shall not restrict the District's extension of the regular workday or workweek on an overtime basis.

5.2 Workday

The length of the workday shall be designated by the District for each classified assignment. Each bargaining unit employee will be assigned an ascertainable regular minimum number of hours.

5.3 Adjustment of Assigned Time

An employee who works a minimum of thirty minutes per day in excess of his/her part-time assignment for a period of twenty consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours, in order to have the proper amount of sick leave, vacation, and holiday time reflect the longer hours [actually worked during this temporary excess hours assignment]. This provision is to be construed identically with mandatory provisions in Education Code sections 45136, 45137.

5.4 Rest Periods

All part-time and full-time employees employed for four consecutive hours per day or more will have a paid fifteen minute rest period for each four hours worked.

5.4.1 Day Classification: Any bargaining unit member who has one-half or more of his/her regular shift falling before 4:00 p.m. shall be paid, as per current salary schedule.

5.4.2 Night Classification: Any bargaining unit member who has one-half or more of his/her regular shift falling after 4:00 p.m. shall be paid, as per current salary schedule.

5.5 Lunch Periods

All employees working five (5) hours or more per day shall be entitled to an unpaid lunch period of not less than one-half (1/2) hour. Lunch periods will be scheduled by the District, and when practical, at approximately the midpoint of the work shift.

## 5.6 Overtime

- 5.6.1 Overtime hours shall be compensated at a rate of pay equal to one and one-half times the regular rate of pay of the employee for authorized time on a recognized holiday, or over eight hours in one day and/or forty hours in one week.
- 5.6.2 Overtime for a full-time eight (8) hour day or forty (40) hours/week employee may be taken as compensatory time off (CTO) at the rate of one and one-half times the hours worked or paid at the rate of one and one-half times the employee's hourly rate of pay, by the mutual agreement of the employee and the District. CTO must be taken within the fiscal year from which it is earned
- 5.6.3 Overtime will be offered on a rotational basis within a site, within a classification. The District reserves the right of final decision if particular technical skills are required. In the event of an emergency, such as but not limited to fire, flood or earth quake or as determined by the supervisor, earliest available response will prevail. The site administrator shall communicate the situation to the site CSEA representative. All overtime/CTO shall be preauthorized by the employee's immediate supervisor.

## 5.7 Computation of Hours Worked

For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation or other paid leave of absence shall be considered as time worked by the employee.

## 5.8 Four Day/Ten Hour Workweek

- 5.8.1 A four day, ten hour workweek may be established for custodial, maintenance, and grounds employees during summer, winter, and spring breaks. The workweek work schedule shall meet the approval of the Assistant Superintendent or his/her designee.
- 5.8.2 The overtime rate shall be paid for all hours worked in excess of the required work day, which shall not exceed ten hours.

## 5.9 Extra Hours

- 7.3.1 Extra hours arising from a five or more day absence of a unit employee will be offered on a greatest seniority basis, by site, up to eight hours per day, to employees with an assigned time less than eight hours per day within the same classification. These hours are exempt from sick leave, health benefits, or vacation entitlement. [This section applies only to pre-planned absences of which the supervisor has been made aware at least two weeks in advance of the absence.

ARTICLE 6  
HOLIDAYS

6.1 Paid Holidays

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

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	February 12 (or as calendared)
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth Independence Day	June 19 (per Cal Ed Code 45203)
Labor Day	First Monday in September
Veteran's Day	November 11 (or as calendared)
Thanksgiving Day	The Thursday proclaimed by the President
In lieu of Admissions Day	Friday following Thanksgiving
Christmas Day	December 25

Eligible twelve (12) month employees will receive the following paid holidays:

<u>Holiday</u>	<u>Date Approved</u>
Full Day on Christmas Eve	(effective 1/1/94)
Full Day on New Year's Eve	(effective 1/1/94)
Full Day on the Friday of spring break	(effective 7/1/09)*

Every Leap Year, a (non-work/non-paid) day off will be awarded to twelve month employees between December 25 and January 1.

*\*This full day will settle any and all disputes in regard to the number of work days (260 vs. 261) for twelve month employees.*

6.1.1 Eligibility for Paid Status

In order to be eligible to be paid for a holiday, an employee must be in paid status on the working day immediately preceding and succeeding that holiday.

ARTICLE 7  
VACATION

7.1 Eligibility

Employees in the bargaining unit earn vacation in accordance with this Article.

7.2 Earned Vacation Days Schedule

7.2.1 Vacation will be earned by employees in accordance with the following schedule:

Years of Service to the District	Vacation Days Earned Per Year		
	<u>10 Month</u>	<u>11 Month</u>	<u>12 Month</u>
0 – 3	8	9	10 days
4 – 9	12	13	15 days
10 or more	16	18	20 days

7.2.2. Vacation time for less than twelve month, eight hour per day, five day per week employment is prorated as equivalent to his/her daily hours; e.g., a two-hour, ten-month employee receives eight two-hour days per year. Earned vacation for less than twelve-month employees shall be paid in the month of June each year except those employees paid over a twelve-month period whose vacation is calculated into their monthly pay.

7.3 Vacation Requests

7.3.1 Scheduling of annual vacations (July 1 – June 30) will be requested via the District’s absence reporting system during the first week of May. Annual vacation request status will be given to the employee prior to the end of May. Every effort shall be made to accommodate such request when timely filed via the District’s absence reporting system.

7.3.2 Vacation requests that are in addition to the regular annual request, or changes, must be submitted via the District’s absence reporting system to the immediate supervisor no less than five working days prior to the vacation date requested. The supervisor will notify the employee of the status of such request within five working days from the date of the request. Each employee vacation addition/change request will be considered based on the needs of the district and on availability of requested dates.

7.3.3 Vacation will not be scheduled during the first or last week of the summer recess.



7.4 Carryover of Vacation Time

Unused vacation time, not to exceed twelve days, may be carried over into a succeeding fiscal year if approved by the Superintendent or designee. Such carryover shall be used by the end of September. If such carryover is denied, he/she shall be paid on the first pay period following the denial or upon separation from employment, whichever comes first.

7.5 Vacation During School Year

7.5.1 Upon the supervisor's approval, twelve month permanent employees may use all allotted vacation leave of the current year not to exceed ten consecutive work days. The Supervisor is to provide a response to a request for vacation within five work days at any time during the school year. Additional vacation time may be requested subject to District's approval.

7.6 Unearned Vacation

Vacation need not be accrued prior to taking it and may be taken with advance approval from the supervisor. Advanced, unearned vacation leave will be deducted from final (termination) pay. Education Code sections 45197(f and g).

7.7 Interruption of Vacation

Employees who become ill or injured while on approved vacation leave are entitled to request sick leave in lieu of vacation as per provisions of Education Code section 45200.

7.8 Vacation Seniority

Conflicts in vacation scheduling among persons in the same classification shall be determined by seniority in that classification.

ARTICLE 8  
LEAVES OF ABSENCE

8.1 Sick Leave, Illness, or Injury

- 8.1.1 A regular full-time classified employee covered by this Agreement shall earn one day of sick leave for each full month of completed service (seventy-five percent or more of the paid-status days in a calendar month). For less than seventy-five percent time, the employee will receive a pro-rata amount. Regular part-time employees earn sick leave in proportion to the ratio their total work week hours bear to a forty hour week. (Example: A part-time employee working twenty hours per week, twelve months a year, earns forty-eight hours or six days a year.) Unused sick leave accumulates from year to year.
- 8.1.2 Each employee shall be front loaded with sick leave each July 1 that the employee would normally accrue during a fiscal year. This includes employees whose initial employment begins after July 1. If an employee resigns position prior to completion of work calendar for their job classification, sick leave will be appropriately prorated. In the event the employee overused sick leave, the employee will be responsible for repaying the District for the overuse.
- 8.1.3 In order to receive compensation while absent on sick leave, the employee must notify the District as soon as the need for the absence is known. It is acceptable to use a text message or leave a voicemail with their immediate supervisor, and enter the absence into the District absence system within 24 hours.
- 8.1.4 The Superintendent or his designee may require a physician's verification of illness if an employee has been on sick leave for three (3) or more consecutive days or anytime the Superintendent or designee reasonably suspects that sick leave is being or has been abused. If an employee is determined to have used an excessive amount of sick leave prior to a weekend, or any other predictable pattern, they may be subject to progressive disciplinary procedures, in accordance with Article 16, Discipline and Discharge.
- 8.1.5 Absences are to be reported according to the District's absence reporting system.
- 8.1.6 Time taken off from work by an employee for a medical appointment of the employee or the employee's child when such appointments cannot be made outside of work hours will be charged to sick leave.
- 8.1.7 After all earned sick leave at full pay has been used and additional absence due to non-industrial illness or accident is necessary, entitlement to other sick leave shall be used; the employee shall receive the difference between the employee's own salary and the amount paid to a substitute, up to a total of five months, inclusive of the earned sick leave days at full pay. This five-month period of absence due to illness or injury will run concurrently with the use of full paid sick leave. When no substitute is hired, the employee shall receive their regular rate of pay.

- 8.1.7.1 A permanent employee who has exhausted all entitlement to paid leave and who is absent because of non-industrial accident or illness may request additional leave, paid or unpaid, initially not to exceed six months, but, if granted, renewable at the discretion of the Board for a total leave period not to exceed eighteen months. The employee shall be notified in writing when all paid leave is or will be exhausted and given an opportunity to request additional leave. The Associate Superintendent of Human Resources shall either approve or disapprove any leave request and shall notify the employee of the determination. Any such request must be filed in the District Office of Human Resources within five calendar days after the employee receives the notice. If the request is disapproved, the employee may, within five calendar days after being notified of the disapproval, request that the Superintendent or designee review the matter and approve the leave. The Superintendent or designee shall approve or disapprove the request and notify the employee of the determination. If the request is disapproved, the employee may, within five calendar days after being notified of the disapproval, request final review by the Board of Trustees. The determination of the Board shall be final and binding.
- 8.1.7.2 If, at the conclusion of all leaves of absence, paid or unpaid, the permanent employee is still unable to assume the duties of their position, the employee shall be separated and placed on a reemployment list for a period of thirty-nine months. At any time, during the prescribed thirty-nine months, if the employee is able to assume the duties of their position the employee shall be reemployed in the first vacancy in the classification of their previous assignment. The employee's reemployment will take preference over all the other applicants except for those laid off for lack of work or funds in which case the employee shall be ranked according to their proper seniority. Upon resumption of the employee's duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee.
- 8.1.8 An employee who, at the time of termination, has taken more sick leave than they have accrued, shall reimburse the District for the value of the difference. The District may deduct the difference from the employee's final paycheck. If the overuse of sick leave results in a greater cost than is available from the employee's final paycheck, the employee will work with the District to repay the difference.
- 8.1.9 Whenever an employee who has achieved permanent status in their position is reemployed within a twelve month period following termination of services, unused sick leave from the prior period of employment shall be reinstated.
- 8.1.10 Permanent employees who are absent because of illness or injury and who have exhausted all District-paid sick leave (regular and differential) shall continue to receive health (medical, dental, vision) insurance coverage paid by the District up

to the regular District contribution level for that period of illness or injury not to exceed six months, or until separation, whichever ever occurs first.

## 8.2 Leave for Pregnancy Disability/Child Care

8.2.1 An employee may use accrued sick leave for illness or injury resulting from conditions of pregnancy, miscarriage, childbirth, and recovery therefrom as per Education Code 45196.1. An employee shall submit to the District personnel office a doctor's written statement regarding the period of time, with approximate beginning and ending dates, that the employee will be temporarily disabled, ill, or injured as a direct result of conditions of pregnancy, miscarriage, childbirth, and recovery therefrom. Advance notification of an extended absence will be given to the District as soon as possible.

## 8.3 Industrial Accident or Illness Leave

8.3.1 Except as stated in 8.3.11, below, classified employee shall receive up to sixty working days of leave with pay in any one fiscal year for a qualifying industrial accident or illness. The employee must notify their supervisor and complete all applicable forms. The accident or illness shall be reported to the District's insurance carrier and processed in accordance with their regulations.

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

8.3.3 Industrial accident or illness leave will commence on the first day of absence. Entitlement to industrial accident or illness leave shall occur only after the employee has served their full probationary period and achieved permanent status.

8.3.4 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.

8.3.5 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

8.3.6 When an industrial accident or illness occurs at a time when the full sixty days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

8.3.7 The industrial accident or illness leave of absence is to be used in lieu of sick leave. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving Workers' Compensation, the employee shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensatory time, vacation, or other available leave which, when added to the worker's compensation wage loss benefit, would provide for a full day's wage or salary.

- 8.3.8 During all fully paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation leave, compensatory time off or other available leave provided by law, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this State or State Disability Insurance (SDI) payments. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- 8.3.9 The Superintendent or designee shall require certification by the treating healthcare provider that the employee is medically able to return to and perform the duties of their position with or without restrictions that can be reasonably accommodated in order to work.
- 8.3.10 When all available leaves of absence, paid or unpaid, have been exhausted and the employee is not medically able to assume the duties of their position, the employee, if not placed in another position, may be separated and placed on a reemployment list for a period of thirty-nine months after participation in the interactive process. When available, during the thirty-nine month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with District seniority regulations.

The employee shall be notified, prior to being placed on a reemployment list, that available leave has been exhausted and shall be offered an opportunity to request additional leave or reasonable accommodation. Any such request must be filed in the District Human Resources Office within five calendar days after the employee receives the notice. The Associate Superintendent of Human Resources will either approve or disapprove the leave request and shall notify the employee of the determination. If the request is disapproved, the employee may, within five calendar days after being notified of the disapproval, request that the Superintendent or designee review the matter and approve the leave. The Superintendent or designee shall approve or disapprove the request and notify the employee of the determination. If the request is disapproved, the employee may, within five calendar days after being notified of the disapproval, request final review by the Board of Trustees. The determination of the Board shall be final and binding.

- 8.3.11 Permanent employees who are absent because of illness or injury and who have exhausted all District-paid sick leave (regular and differential) shall continue to receive health (medical, dental, vision) insurance coverage paid by the District up to the regular District contribution level for that period of illness or injury not to exceed six months, or until separation, whichever occurs first.

8.4 State Disability Insurance (SDI)

8.4.1 All unit employees contribute to State Disability Insurance (SDI).

8.5. Use of Sick Leave For Reasons Of Personal Necessity

8.5.1. Each fiscal year an employee may use up to seven days of their accumulated sick leave in cases of personal necessity as defined below.

8.5.2. An absence form stating the conditions which caused the absence shall be submitted by the employee indicating that sick leave was used for personal necessity and the reason(s) necessitating such use, and certifying that it was not used for vacation, recreation, other employment, illegal activities, concerted activities against the District, or reasons other than those set forth below.

8.5.3. Reasons which shall be considered as personal necessities and which require immediate telephone notification are:

8.5.3.1. Death of a member of the employee's immediate family, or illness or injury of a member of the immediate family which is of such nature that the presence of the employee is required during their workday.

8.5.3.2. Accident involving the employee's person or property, or the person or property of a member of the immediate family.

8.5.3.3. Unavoidable transportation delay of the employee or immediate family member.

8.5.3.4. Emergency childcare problems.

8.5.3.5. Appearance in court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

8.5.3.6. Three (3) of the seven (7) Personal Necessity Days with pay may be used for reasons deemed personally compelling by the employee and may be used any day of the week except to extend a holiday. Employees whose shift is under four (4) hours must use the entire time for this leave. Employees over four (4) hours may take this time in half shifts. For purposes of personal necessity leave, "immediate family" means mother, father, guardian, grandmother, grandfather, brother, sister spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, grandchildren, mother-in-law, father-in-law, aunt, or uncle of the employee, step-parent, step-child, or any relative living in the household of the employee.

8.5.3.6.1 The bargaining unit member is not required to give a reason for the absence.

8.5.3.6.2 Upon request of the superintendent/designee, the employee shall verify in writing that sick leave for personal necessity was not used for vacation, recreation, seeking or engaging in other employment, or to extend a holiday or for concerted activities against the District.

8.5.4. Other reasons which shall be considered as personal necessities, but which shall require permission to be obtained at least forty-eight hours in advance from the immediate supervisor, are the following:

8.5.4.1. Legal or financial matters which can only be accomplished during school hours;

8.5.4.2. Marriage of the employee or immediate family member.

8.5.4.3. Attendance at graduation, special awards ceremony, conferences or counseling appointments for the employee or immediate family member which can only be accomplished during work hours;

8.5.4.4. Participation in college graduation ceremonies of the employee or immediate family member;

8.5.4.5. Attendance at the funeral of an immediate family member beyond that available in 8.6, Bereavement Leave;

8.5.4.6. Taking examinations which are not available outside of school hours and are related directly to the employee's professional growth;

8.5.4.7. Religious holidays (employee only).

8.5.4.8. Time taken off from work by an employee to take a member of their immediate family, except a child, to a medical appointment when such appointments cannot be made outside of work hours.

8.5.4.9. Such other reasons approved in advance by the Associate Superintendent of Human Resources.

8.5.4.10. The Associate Superintendent of Human Resources has the right to require such proof of and verification of personal necessity, as they deem appropriate.

## 8.6. Bereavement Leave

8.6.1. In the event of the death of any member of the employee's immediate family, the bargaining unit member shall be granted necessary leave with pay, not to exceed three days, or five days if out-of-state travel is required, or if travel one-way for more than two hundred and fifty (250) miles is required. Distance shall be established by miles traveled one way on the main road between the points of origin

of trip and destination. These bereavement days, whether three or five must be taken within a three week window commencing on the first day of the leave. This three-week window may be extended with Supervisor approval. If more days are needed personal necessity days must be used to the extent they are available to the employee.

8.6.2. Immediate family means mother, father, guardian, grandmother, grandfather, grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, step-parent, step-child, step-siblings, domestic partner, aunt, uncle, brother in-law, sister-in-law, mother-in-law and father in-law or, any relative living in the immediate household of the employee.

#### 8.7. Jury Duty

8.7.1. An employee who is called for jury duty (not grand jury duty), shall be granted the necessary time off with pay to fulfill this obligation.

8.7.2. Employees granted such leaves of absence shall be allowed to receive pay up to the amount of the difference between their regular earning and any amount they receive for jury or witness fees. It is the employee's responsibility to report absence for jury duty and to present evidence of any pay received pursuant to such leave.

#### 8.8. Military Leave

8.8.1. The rights of employees to military leave are as specified in the Military and Veteran's Code, Section 395 and following. Paid leave will be granted as provided by law.

#### 8.9. Unpaid Leaves of Absence

8.9.1 An unpaid leave of absence is an extended absence from duty for a prescribed period of time specifically authorized by the Board not to exceed a total of eighteen months.

8.9.2 A written request for such leave of absence shall be submitted concurrently to the employee's supervisor and the Associate Superintendent of Human Resources. The request must specifically state the reason for the request and its duration. The Associate Superintendent shall approve or disapprove the request and notify the employee of the determination. If the request is disapproved, the employee may, within five calendar days after being notified of the disapproval, request that the Superintendent or designee review the matter and approve the leave. The Superintendent or designee shall approve or disapprove the request and notify the employee of the determination. If the request is disapproved, the employee may, within five calendar days after being notified of the disapproval, request final review by the Board of Trustees. The determination of the Board shall be final and binding.

8.9.3 Unless otherwise specified above (8.1.7.1, 8.3.11), the written request shall be submitted to the District as soon as the employee learns of the need to request leave, but in



no event less than thirty workdays prior to the beginning of the requested leave, except in cases of emergency.

8.9.4 Except as provided in 8.1.10 and 8.3.12, above, an employee on approved leave without pay earns no insurance benefits. Such employee also earns no statutory benefits and no seniority credit.

8.9.5 At least fourteen calendar days prior to the approved ending date of the leave, the employee must notify the Associate Superintendent of Human Resources Office of their intent to return to work. If this notice is given, the employee will be permitted to return to a position that is the same or similar to one which was held when the leave was granted. Failure to notify the District of intent to return at the expiration of a leave of absence shall be considered sufficient cause for dismissal from employment.

8.9.6 An employee on unpaid leave as a result of illness or injury may request an extension of such leave. Any request for extension will be submitted in writing to the Associate Superintendent of Human Resources no less than thirty workdays prior to the expiration of the employee's current approved leave. The Associate Superintendent shall either approve or disapprove the leave extension and shall notify the employee of the determination.

#### 8.10 Short-Term Unpaid Leave

Employees whose assigned work year is less than twelve months may take up to two days off without pay per year with the approval of the Associate Superintendent of Human Resources. Advance notice of at least forty-eight hours is required. The Associate Superintendent will respond to the request within twenty-four hours after receiving the request. Any such leave is subject to last minute cancellation based on District needs, e.g., availability of substitutes, as determined by the Associate Superintendent.

#### 8.11 Federal/State Family Care/Medical Leave

The Association and District recognize the following: (1) enactment of the federal Family and Medical Leave Act (FML, 29 U.S. Code Sec. 2601 et seq.) and the California Family Rights Act (referred to as the California Family Rights Act – CFRA, Government Code 12945.2) in the early 1990's provided mandatory regulation of several benefits already contained in the collective bargaining agreement between the Association and the District; and (2) several of the federal and state laws are inconsistent with current contractual provisions.

To the extent current contractual provisions provide benefits in excess of benefits provided by the federal FML and the state CFRA, the contractual provisions remain effective, subject to future negotiations. To the extent current contractual provisions provide benefits less than the minimums mandated by the FML and the CFRA as amended, the federal and state laws shall prevail. In any event, the implementation regulations contained in the federal FML and state CFRA (including but not limited to those stated below) shall apply to Leave under paragraph 8.9, above, for Family Care, and to Childcare Leave in paragraph 8.2, above. In combination, the FML and CFRA laws provide at least the

following:

- 8.11.1 Employees who have completed 1250 hours of service during the immediately preceding twelve months and have completed a total of twelve months of service with the District have the right to request an unpaid leave of absence for up to twelve work weeks within a twelve-month period for the purpose of caring for a new baby, a newly-adopted child, or a newly-placed foster child or for a child, spouse, domestic partner, parent, or the employee with a serious health condition.
- 8.11.2 Health insurance coverage shall be maintained and paid for by the District for the duration of the leave not to exceed twelve work weeks in a twelve-month period except for the provisions provided in Section 8.1.10 or 8.3.12. Beyond the twelve work weeks, the employee may continue his/her coverage by payment of the necessary premiums on a monthly basis. The District may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave of absence or other circumstances beyond the control of the employee.
- 8.11.3 There is no carry-over of unused leave; federal/state Family Care Leave does not accumulate from year to year.
- 8.11.4 Definitions
  - 8.11.4.1 “Parent” means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
  - 8.11.4.2 “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis.
  - 8.11.4.3 “Serious health condition” means illness, injury, impairment, or physical or mental condition of the employee or a child, parent or spouse of the employee that involves either (1) inpatient care in a hospital, hospice, or residential health care facility; or (2) continuing treatment or supervision by a health-care provider.
- 8.11.5 The employee shall provide reasonable advance notice to the Assistant Superintendent of Human Resources of the need for Family Care Leave, the reason the leave is needed, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty calendar days prior to the date a leave is to begin, the employee must provide at least thirty calendar days written advance notice.
- 8.11.6 The District may require written medical verification by the employee’s health professional to verify the serious health condition of the child, spouse, domestic partner, parent, or employee.

- 8.11.7 Seniority protection – Family Care Leave does not constitute a break in service for seniority under the bargaining agreement or District employee benefit plan.
- 8.11.8 Family Care Leave is an unpaid leave of absence unless an employee elects to use appropriate paid leave set forth in this Agreement. When available paid leave is exhausted, the balance of the Family Care Leave, if any, is unpaid. Any paid or unpaid leave entitled to be taken and taken for a reason that would also entitle the employee to federal and state Family Care Leave shall be designated also as federal/state Family Care Leave and counted against the employee’s federal/state Family Care Leave entitlement.
- 8.11.9 Upon return from a federal/state Family Care Leave, an employee is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, including the same work site (if available). However, the employee has no right to return to the same position if it is no longer available. The determination of whether a position is equivalent shall be based on established District policies and the collective bargaining agreement.
- 8.11.10 To the extent not specifically covered in paragraphs 8.11.1 through 8.11.10,above, federal/state Family Care Leave shall be governed by the minimum employee and employer rights contained in the federal Family and Medical Leave Act (29 U.S.C. Sections 2601 et seq.) and the California Family Rights Act (Cal. Government Code Section 12945.2).

## 8.12 Catastrophic Leave Bank

### 8.12.1 Creation and Purpose

- 8.12.1.1 The Association and the District agree to create a Catastrophic Leave Bank (“Bank”) effective October 1, 2002.
- 8.12.1.2 The Bank will permit permanent employees of the District to donate eligible leave credits to an employee when that employee or a member of their family suffers a catastrophic illness or injury.
- 8.12.1.3 “Catastrophic illness or injury” is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member and taking extended time off work creates a financial hardship for the employee because they have exhausted all of the employee sick leave, and other paid time off excluding differential leave. For the purposes of this section, extended period shall be a minimum of ten days.
- 8.12.1.4 “Employee’s family” is defined as husband, wife, son, or daughter of the employee or stepchildren of the employee.

- 8.12.1.5 Days in the Bank shall accumulate from year to year.
- 8.12.1.6 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Bank participant.
- 8.12.1.7 The Bank shall be administered by a Joint Committee (“Committee”) of two members appointed by the Association President and two members appointed by the District.

8.12.2 Eligibility and Contributions

- 8.12.2.1 All permanent employees on active duty with the District are eligible to contribute to the Bank.
- 8.12.2.1 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 8.12.2.2 Employees who elect not to join the Bank upon first becoming eligible must wait until the next date of assessed contribution and then must contribute at least two days of sick leave or the actual assessment, whichever is greater.
- 8.12.2.3 The contribution, on the appropriate form, must be authorized by the unit member.
- 8.12.2.4 Cancellation occurs automatically whenever an employee fails to make a contribution or assessment. Cancellation, on the proper form, may be effected at any time, and the employee shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if an employee effects cancellation.
- 8.12.2.5 Contributions shall initially be made between September 1 and September 30 school year and annually thereafter in the month of September. The District shall supply enrollment forms for the Bank to all new employees within thirty days of becoming permanent and to those permanent employees returning from leave which included an enrollment period. Members of the bank whose work day’s hours are officially increased shall, within thirty days of the official increase in hours, be offered the opportunity to increase their contribution to the Bank.
- 8.12.2.6 Employees wishing to participate in the Bank shall make an initial contribution of two days the first year of participation translated into the number of hours of the employee’s work day.
- 8.12.2.7 The Committee may recommend and solicit at any time an additional day or days of assessed contribution of participants if the

number of days in the Bank falls below a level to be determined by the Committee. Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Bank participant has no remaining sick leave at the time of the assessment, the employee need not contribute the additional day(s) to remain a participant in the Bank. However, upon the next District allocation of yearly leave to that Bank Participant, that Bank Participant will repay whatever assessment was previously made but not contributed to the Bank by that Bank Participant.

### 8.12.3 Withdrawal From the Bank

- 8.12.3.1 Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury.
- 8.12.3.2 Participants must use all sick leave and all other paid leaves excluding differential leave available to them before becoming eligible to withdraw from the Bank.
- 8.12.3.3 The first ten work days of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay the first time the participant qualifies for a withdrawal from the Bank in conjunction with 8.12.3.11.
- 8.12.3.4 If a participant is incapacitated, applications may be submitted to the Committee by the Association.
- 8.12.3.5 Withdrawals from the Bank shall be granted in units of no more than thirty working days. The maximum will be two thirty-day periods. Participants may apply for an additional thirty-day extension. Participants withdrawal from the bank may not exceed the sixty-day maximum for the same catastrophic illness or injury within a twelve-month period. The twelve-month period begins on the first day of use of catastrophic leave.
- 8.12.3.6 Participants applying to withdraw or extend their withdrawal from the Bank shall submit a doctor's statement indicating the serious health condition and the probable length of absence from work. Members of the Committee shall keep all information confidential.
- 8.12.3.7 If a participant has drawn thirty Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The Committee shall choose only a physician who qualifies under the District-offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The Committee may deny an extension

of withdrawal from the Bank based upon the medical report.

- 8.12.3.8 Leave from the Bank may not be used for illness or disability which qualify the participant for Workers' Compensation benefits unless the participant has exhausted all Workers' Compensation leave, his/her own sick leave, and provided further that the member signs over any Workers' Compensation checks for temporary benefits to the District. If there are any Workers' Compensation checks signed over to the District, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Workers' Compensation payment is equivalent to a regular day of pay at the negotiated rate for that participant. "Regular day of pay" means the employee's annual salary divided by the required number of days of service as set forth in the employee's contractual work year. If the District and/or Workers' Compensation insurance denies the Workers' Compensation claim, the participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the District.
- 8.12.3.9 When the Committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award or a Retirement under PERS, STRS, if applicable, Social Security, the Committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty calendar days will disqualify the draw applicant from further Bank payments. Any requests for additional medical information from PERS, STRS or Social Security shall be submitted within twenty-one days or the participant's entitlement to Bank payments shall cease. If denied benefits by PERS, STRS or Social Security, the applicant must appeal or entitlement to the Bank shall cease.
- 8.12.3.10 If the Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal or an extension of withdrawal because of insufficient days to fund the request, the Committee shall notify the participant, in writing, of the reason for the denial.
- 8.12.3.11 Withdrawals shall become effective immediately upon the exhaustion of sick leave, all other paid leaves, and the waiting period provided for in Section 8.12.3.3, whichever is greater.

8.12.4 Administration of the Bank

- 8.12.4.1 The Committee shall have the responsibility of maintaining the records of the Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions in writing to the participants.
- 8.12.4.2 Applications shall be reviewed and decisions of the Committee reported in writing to the applicant within fifteen workdays of receipt of the application.
- 8.12.4.3 The Committee shall keep all records confidential in accordance with HIPAA, ADA, and FEHA and shall not disclose appropriate information provided about the serious health condition except as is necessary to process the request for withdrawal and defend against any appeals of denials.
- 8.12.4.4 By October 1 of each school year, the District shall notify the Committee of the following: the total number of accumulated days in the Bank on June 30th of the previous school year; the number of days contributed by employees for the current year; the names of participating employees; and the total number of days available in the Bank.

8.12.5. Exemption From Grievance Article

This Section 8.12, Catastrophic Leave Bank, shall not be subject to Article 18 – Grievance Procedure.

ARTICLE 9  
EVALUATION PROCEDURES AND PROBATIONARY PERIOD

- 9.1 The probationary period for new bargaining unit employees is six (6) calendar months.
- 9.2 Probationary employees shall be evaluated at least twice during their probationary period and once during their first year of permanent employment. Thereafter, permanent employees with a current satisfactory evaluation shall be evaluated every other year by their immediate supervisor. However, a permanent employee who is rated less than satisfactory in any of the six (6) major categories may be subject to an improvement plan and/or disciplinary action in accordance with Article 16 as recommended by the evaluator to the Associate Superintendent of Human Resources. If a permanent employee receives a rating less than satisfactory in any of the six (6) major categories, they will be returned to an annual cycle until ratings improve to satisfactory. The evaluator shall base all ratings and comments upon direct observation and factual information. The evaluator and the employee must agree to the two (2) year term. The classified employee or the evaluator may withdraw consent at any time resulting in the return of the employee to a one (1) year evaluation cycle.
- 9.3 An employee has the right to attach a response to any evaluation. Additionally, if the employee disagrees with any aspect of the evaluation, the employee may prepare and submit documents to the Associate Superintendent of Human Resources within ten (10) working days after the date of review or discussion with the supervisor. If the Associate Superintendent of Human Resources sustains the original rating, the permanent employee shall have the right to further appeal to the Superintendent. The appeal documents must be filed in the Superintendent's office within ten (10) working days after the employee receives the decision of the Associate Superintendent of Human Resources. The Superintendent's decision shall be final.
- 9.4 If an employee receives a less than satisfactory rating as defined in sections 9.1 and 9.2, the evaluator shall provide specific recommendations for improvement and provisions for assisting the employee in implementing these recommendations.
- 9.5 Nothing in this Article shall be construed to mean that performance criteria or the evaluator's judgment regarding the quality or quantity of job performance of a unit member shall be subject to the grievance procedure of this contract. Compliance with the procedure is, however, a matter subject to the grievance procedure.
- 9.6 The Superintendent or designee may release a probationary employee from employment by giving written notice of release to the employee prior to expiration of the probationary period.
- 9.7 If an employee is released by the Superintendent or designee during the probationary period from a position to which the employee was promoted, the employee has the right to return to the same or similar position in the last classification in which the employee had attained permanent status.



9.8 The District and CSEA have agreed upon a new evaluation instrument initially to be utilized during the 1998-99 school year. See Appendix E, attached.

ARTICLE 10  
PERSONNEL FILES

10.1 Materials in a unit member's personnel file which may serve as a basis for affecting the status of employment shall be made available to the unit member for inspection, or with the written authorization of the unit member, to his/her designated representative with advance notice to personnel.

10.2 Such material shall not include ratings, reports, or records which:

10.2.1 Were obtained prior to the unit member's employment.

10.2.2 Were prepared by identifiable examination committee members.

10.2.3 Were obtained in connection with a promotion.

10.3 Materials of a derogatory nature, except materials referred to in 10.2, above, shall not be filed in the employee's personnel file until the employee has been given notice and an opportunity to review and comment upon the derogatory material. At the employee's option, the review may take place during normal business hours, and the employee shall be released from duty for the review without salary reduction. If the derogatory material will be placed in the personnel file and the employee has filed a written response to or comments on the derogatory material, the response/comments shall be attached to the derogatory material in the personnel file.

If the employee does not agree with the statements in the derogatory material, the employee may request a meeting with the Assistant Superintendent of Human Resources. The Assistant Superintendent shall consider the employee's concerns and make a decision in the matter. If the employee disagrees with the decision of the Assistant Superintendent, he/she may appeal to the Superintendent whose decision shall be final and binding on the employee and the District.

10.4 After the derogatory material has been in the personnel file for six (6) months or longer, the employee may request a letter stating that the identified problem has been corrected by the employee. If the request is approved, a statement that the identified problem has been corrected by the employee will be added to the personnel file.

ARTICLE 11  
LAYOFF AND REEMPLOYMENT

11.1 Layoff

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

11.1.1.1 A “permanent employee,” for purposes of this Article, includes employees who are permanent at the time of receiving the notice or right to hearing was required, and employees who became permanent after the date of the required notice.

11.1.1.2 A “substitute employee” for purposes of this Article, means a person employed to replace a classified employee who is temporarily absent from duty or an employee working in a position which is permanently vacant, but the District intends to fill the position and is in the process of filling the position. Substitute employees in positions/classifications identified for layoff shall be released from employment prior to notifying any permanent classified employee of the District’s need to lay off.

11.1.1.3 A “short-term employee” for purposes of this Article, means a person who is employed to perform a service for the school district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Shot-term employees in positions/classifications identified for layoff shall be released from employment prior to notifying any permanent classified employee of the District’s need to lay off.

11.1.1.4 A “probationary employee” and the “probationary period” as utilized to define a probationary employee, are outlines in Article 9 of the Collective Bargaining Agreement. Probationary employees in positions/classifications identified for layoff shall be released from probation prior to notifying any permanent classified employees of the District’s need to lay off.

11.1.1.5 Volunteers are members of the community and are not employed by the District to perform any services. Volunteers will not be utilized in any position/classification in which a layoff has occurred.

11.1.2 Notification procedures for a reduction in hours or a demotion as an alternative to layoff are outlined n Education Code 45117. CSEA reserves its right to negotiate the decision of any such proposal by the District.

- 11.1.3 Layoffs shall be made on a District-wide basis, in inverse order of seniority within class.
- 11.1.4 Seniority shall be earned by hire date in each classification plus higher CSEA classifications worked.
  - 11.1.4.1 If two (2) or more employees subject to layoff have equal seniority, the determination of which is to be laid off first shall be made by lottery.
- 11.1.5 An employee laid off in one (1) class who previously gained permanent status in an equal or lower class may bump into that class provided his/her seniority is greater than the least senior employee in that equal or lower class.
- 11.1.6 An employee displaced as a result of being bumped shall have the same bumping rights as stated in Paragraph 11.1.5 above and such other rights as granted in this Article.
- 11.1.7 An employee who elects separation in lieu of either bumping or assignment into a lower class shall maintain his/her reemployment rights as defined under this Article.
- 11.1.8 A permanent employee who is to be laid off shall be offered any vacant position available at that time in the District for which the employee meets the minimum qualifications. If the laid off employee is made whole by accepting the vacant position, the employee will not be placed on the reemployment list.
- 11.1.9 Before a layoff occurs, the District shall develop a seniority list which shall be verified by the employees and made available to CSEA.

## 11.2 Layoff Notices

- 11.2.1 Prior to Board action, CSEA will be notified and given a reasonable opportunity to discuss the layoff and suggest alternatives. After the Board of Trustees has determined that there is a lack of work or a lack of funds and have passed a Reduction of Classified School Services Resolution, the District and CSEA shall meet to negotiate the impacts and effects within one day of the Board Meeting.
  - 11.2.1.1. Affected employees must be notified no later than March 15 that their services will not be required for next school year due to lack of work and/or lack of funds.
- 11.2.2 Employees to be laid off shall be notified by certified mail sent to the most recent address provided to the District by the employee.
- 11.2.3 A list of employees to be laid off shall be made available to CSEA.

11.2.4 The notice shall contain the effective date of layoff, displacement rights, if any, reemployment rights, and the right to request a hearing.

11.2.5 Procedures for layoff notice and right to hearing are set forth in Education Code section 45117.

### 11.3 Reemployment

11.3.1 Employees who have been laid off shall be placed on a reemployment list for a period of thirty-nine (39) months.

11.3.2 Employees who voluntarily elect a reduction in hours, or assignment to a lower class, shall be maintained on the reemployment list for an additional twenty-four (24) months.

11.3.3 Offers of reemployment to employees on the reemployment list (both 39 and 24 month or 63 month total) shall be made in reverse order of layoff, within class, as vacancies occur. Any employee on the reemployment list who applies for a vacant position and meets the minimum qualifications for the position, shall be offered employment in the position before the District offers it to a non-District applicant. An employee may request in writing to have their name removed from the reemployment list. A copy of that request will be provided to the CSEA President the Labor Relations Representative (LRR). Otherwise, employees shall not be removed from the reemployment list unless their time has expired or they have been made whole through reemployment by the District.

An employee who has voluntarily consented to fewer hours in paid status in order to avoid separation from active service shall be placed on the reemployment list. Said employee shall be offered, by seniority, the opportunity to return to a position in his/her former classification with the same assigned hours or more if possible, at the time of layoff/reduction of hours. The intent of this section is to ensure that employees that suffered a reduction in hours are returned to pre-reduction hours before the District hires a non-bargaining unit candidate.

11.3.4 An employee bumping into a lower class position shall be offered, by seniority, reinstatement to his/her former class into a position with equal or more hours, at his/her option, as vacancies become available.

11.3.5 Individuals on a reemployment list shall have three (3) days to respond to a verbal offer of reemployment, which will be followed up by a written/email offer. If the offer is declined, it will be followed up by a written/email verification from the District that the employee declined. Both the CSA LRR and CSEA Chapter President will be included on all communications regarding the affected employee. In the alternative, five (5) days will be provided to respond to a written offer sent by certified mail, beginning with the day it is deposited in the U. S. Mail to the most recent address supplied to the District by the employee.

11.3.6 Failure to respond to an offer of reemployment by the District shall cause the employee to be passed by for that offer only, and the next senior person will be contacted.

11.3.7 A permanent or probationary employee who is laid off and is subsequently reemployed shall retain that seniority held prior to the effective date of the layoff.

11.4 Benefits

11.4.1 Sick leave earned and unused at the time of separation from employment shall be restored upon reemployment.

11.4.2 Sick leave credit earned at one (1) rate while in an employed status and unused at the time the hours in paid status are reduced, shall not be reduced because the employee subsequently is assigned fewer hours.

11.4.3 Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant.

11.4.3.1 For computation of credit toward longevity pay rate and additional vacation, time separated and on a reemployment list shall not be counted.

ARTICLE 12  
TRANSFERS

12.1 Lateral Transfers

When a new position is created, or an existing position becomes vacant, the District shall give priority consideration to bargaining unit employees in the same classification who have requested a transfer. Bargaining unit members who would like to transfer shall notify by email the Human Resources Classified Personnel Analyst of their interest in the position and inform their Supervisor by email of the request to transfer. If a qualified employee wishes to be transferred, they may, with the approval of the hiring Administrator/Director, be transferred. Any bargaining unit member who is currently on a performance improvement plan or has received an overall “needs improvement” in their most recent evaluation is not eligible to request a transfer.

All filling of vacancies including lateral transfers shall be considered based on the following criteria:

- 1) Overall qualifications
- 2) Operational and educational needs of the District
- 3) Specialized education and/or experience
- 4) Positional Seniority
- 5) Judgment of the Superintendent and/or designee

An employee shall only be allowed to transfer once in any twelve (12) month period.

12.2 Involuntary Transfer - Administratively Initiated

The District retains the right to utilize employees in the bargaining unit at those job sites where their abilities within classification are most needed on the basis of personal qualifications and District need as determined by the Superintendent or his/her designee. An employee shall be given ten (10) working days’ notice, when possible, prior to being permanently transferred from one job site to another. Involuntary transfers shall not be punitive unless as proven disciplinary action for cause.

ARTICLE 13  
PROMOTIONS

- 13.1 The District agrees to consider length of service with the District as one of the considerations in promotion. Length of service shall not necessarily be the only determinative factor in promotion.
- 13.2 In the event an opening occurs, permanent employees within the District shall be given first consideration throughout the hiring process.
- 13.3 Providing that the applicant meets the announcement qualifications, bargaining unit members will be granted interviews as follows:
  - 13.3.1 All qualified permanent employees who apply for an open position shall be scheduled for an interview.
  - 13.3.2 The probationary period for a promoted permanent employee shall be six (6) months. The employee shall be evaluated up to two (2) times during the sixth month period if necessary. Prior to the expiration of the promotional probationary period, the Superintendent, or his/her designee may release the promoted employee from probation and return him/her to his/her previous assignment in the lower classification. The employee may request a reassignment to previous assignment in lower classification within the same six (6) months probationary period.
  - 13.3.3 The District shall invite in writing, by the same or similar job classification a class representative to be on the interview panel for both bargaining unit and management positions.



ARTICLE 14  
RECLASSIFICATION

- 14.1 A permanent employee may request a reclassification within the current fiscal year. After a request is submitted, an assessment of the request will be provided to the employee and CSEA. A permanent employee whose position has been studied for reclassification and denied may appeal the decision to the Superintendent or his/her designee within thirty days of receipt of notice regarding reclassification determination.
- 14.2 Reclassifications which are approved by the Board of Trustees of the Rocklin Unified School District shall become effective upon the date that the employee made written notification to his/her supervisor provided the employee submits a completed request for reclassification to the immediate supervisor within the current fiscal year, or upon the date that the immediate supervisor initiated a request for reclassification, whichever is earlier. Employees so assigned will be paid at Step I of the appropriate range for the position the employee is filling, or in the event that Step I is a lesser amount than the employee is currently earning, the first step above the employee's current salary in the appropriate range for the position the employee is filling.

ARTICLE 15  
SENIORITY LISTS

- 15.1 A seniority list for all employees in each classification covered by this Agreement shall be established by classification designating District seniority based on date of hire and reflecting continuous service including time in present classification, as described in Section 11.1.4 and its subsection.
- 15.1.1 The seniority list shall be made available at each work site or administrative unit and shall be updated once per year and a copy forwarded to the Union at least once per year.

ARTICLE 16  
DISCIPLINE AND DISCHARGE

The District agrees to discipline and to discharge permanent employees only in accordance with Current Contract, Board Policy/Procedure, Education Code, and applicable law.

Disciplinary action against a permanent classified employee as used in this article includes, but is not limited to dismissal, demotion, suspension, reduction in class or freezing or reduction of salary step without the permanent employee's voluntary consent.

This Article shall not limit the District's right to evaluate or reprimand orally, in writing or to counsel employees as part of the progressive discipline process.

16.1 Dismissal/Suspension/Disciplinary Action

a. Progressive Discipline:

Progressive discipline is the systematic approach to the improvement of job performance beginning with the least severe response and gradually moving to more serious action.

b. Termination of Probationary Employment:

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

c. Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees:

Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

16.2 Grounds for Disciplinary Action

Grounds for discipline of any employee include but are not limited to the following:

- a. Incompetency or inefficiency in the performance of duties of his/her position.
- b. Insubordination including but not limited to refusal to do assigned work.
- c. Carelessness or negligence in the performance of duty or in the care or use of District property.
- d. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, the public, or any willful failure of good conduct tending to injure the public service.
- e. Dishonesty.
- f. Smoking on District property.
- g. Possession of an open container or consumption of alcoholic beverages on the job, or reporting for work, while smelling or being under the influence of alcohol.

- h. Possession of, abuse of, being under the influence of, or addiction to a controlled substance.
- i. Engaging in political activity during assigned hours of employment.
- j. Arrest for and/or conviction of a sex offense.
- k. Conviction of any crime involving moral turpitude.
- l. Repeated or unexcused tardiness or chronic absenteeism or abuse of leave privileges.
- m. Falsifying any information supplied to the District including but not limited to information supplied on application forms, employment records, or any other District records.
- n. Persistent violation or refusal to obey safety rules or other regulations made applicable to public schools by the District or by any appropriate State or local governmental agency.
- o. Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public. (This is intended to prevent money or favor given or promised to a person in a position of trust to influence his or her judgment or conduct.)
- p. Willful or persistent violation of rules and regulations of the District.
- q. Abandonment of position (absence without leave for more than five days).
- r. Advocacy of overthrow of Federal, State, or local government by force, violence, or other unlawful means.
- s. Inability to perform the essential functions of the position with reasonable accommodation.
- t. Possession of a weapon, threatening other employees or students, engaging in any behavior which suggests that the employee could be a harm to himself/herself or others.
- u. Dating or inappropriate socializing with a student of any age including those students who are eighteen or older.

### 16.3 Procedures

- a. Employees shall be disciplined for violation of the rules and regulations of the District, this Agreement and the law.
- b. Unsatisfactory performance of a major nature or serious situation involving the health and welfare of students or employees shall bypass the progressive discipline procedures.
- c. Recommendations for discipline shall be for reasonable cause including but not limited to unsatisfactory performance. Prior to the imposition of discipline of five (5) days or more suspension without pay or greater penalty, the employee will be provided an opportunity for a "Skelly hearing" and the employee given the opportunity to respond orally or in writing. Preliminary charges will be provided in writing in advance of the "Skelly hearing" which will give the employee a reasonable opportunity of not less than five (5) days prior to the hearing.

- d. The Skelly officer shall provide a written response after the Skelly conference with a decision as to whether the charges are to be upheld, the recommended discipline reduced, or the charges dropped.
- e. Prior to a formal evidentiary hearing, the employee shall be informed of the specific charges against him or her and the evidence which supports it. The employee shall also be given a statement of his or her right to a formal hearing on such charges. The employee may request a hearing within five (5) days after service of the notice to the employee. Failure to request the hearing within five (5) days means the employee has waived the right to a hearing. The hearing may not be scheduled sooner than ten (10) days from the time the charges were originally served. The notice shall include a card or paper which when signed by the employee constitutes a demand for hearing and a denial of all charges. The burden of proof shall be the District's, provided however, that the Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.
- f. The District may at its discretion use a hearing officer rather than the Board of Education to hear disciplinary actions. If the Board elects to use a hearing officer, the Board must adopt findings of fact and conclusions of law to support its decision. If the Board elects not to follow the recommendation of the hearing officer, the Board must independently review the evidence offered at the hearing and render its decision with findings of fact and conclusions of law.

#### 16.3.1 Initiation and Notification of Charges

The Superintendent or designee may initiate a personnel action as defined herein against a permanent classified employee.

In all cases involving a personnel action, the person initiating the action shall file a written recommendation of personnel action with the Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:

- a. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).
- b. A statement of the cause or causes for the personnel action, as set forth above.
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.
- d. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.
- e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

### 16.3.2 Employment Status Pending Appeal or Waiver

Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay up to five days or longer pending a Skelly hearing in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

### 16.3.3 Time Limit of Suspension

Any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension.

### 16.3.4 Right to Appeal

Within five calendar days after receiving the recommendation of personnel action described above, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the

suspension order, and the necessity of the order shall be an issue in the appeal hearing.

If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

#### 16.3.5 Amended/Supplemental Charges

At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action.

If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted, and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

#### 16.3.6 Hearing Procedures

- a. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.
- b. All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.

- c. If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within 10 days after the proposed decision is filed by the Board. The Board may:
  - (1) Adopt the proposed decision in its entirety.
  - (2) Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.
  - (3) Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
  - (4) Reject the proposed decision in its entirety.
- d. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.
- e. In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

#### 16.3.7 Hearing Decision

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board shall be final.

#### 16.3.8 Compulsory Dismissal



The district shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011.

16.4 Extension of Compulsory Leave

The Board may extend an employee's compulsory leave of absence by giving him/her notice, within 10 days after the entry of demands a hearing. Employee compensation during the period of compulsory leave shall be made in accordance with law. (Education Code 44940.5)

ARTICLE 17  
NO STRIKE

It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other unlawful interference with the operations of the District. Similarly, it is agreed and understood that the Board will not conduct a lock-out during the term of this contract.

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, CSEA #773 agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is understood that violators of this provision may be subject to loss of rights, privileges, or services under this Agreement.

ARTICLE 18  
GRIEVANCE PROCEDURE

18.1 Definitions

18.1.1 Grievance is a claim by an employee, group of employees or the Association, based on an alleged violation of this negotiated contract.

18.1.2 Grievant is one or more employees making the claim.

18.1.3 Party in Interest is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

18.1.4 Immediate Supervisor is the person having immediate jurisdiction over the employee filing the grievance, who has authority to resolve the grievance.

18.2 Purpose

18.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to claims that there have been violations or misinterpretations of a provision of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

18.2.2 Since it is important that grievances be processed as rapidly as possible, the time specified at each level should be considered to be maximums, and every effort should be made to expedite the process as soon as practical. The time limits may, however, be extended by mutual agreement. The time limit provided in Levels Two, Three, and Four shall begin the day following receipt, by personal delivery or certified mail, of written decisions by the parties in interest.

18.3 Rights of Employees to Representation

The employee may be represented by the Union at any level of the grievance procedure.

18.4 Miscellaneous

18.4.1 Release time without loss of pay to attend a grievance meeting or hearing shall be provided to grievant, grievance representatives and witnesses involved in the grievance. Any employee whose appearance is necessary in such investigations may be released.

18.4.2 Neither the Board of Trustees nor any member of the administration nor the Union shall take reprisals affecting the employment status of the employee by reason of the employee's filing of a grievance.

18.4.3 Records of the grievance shall be filed separately from the personnel files of the participants.

ARTICLE 19  
TRANSPORTATION ROUTES AND BIDDING

19.1 Definitions

19.1.1. Routes – Regular home-to-school, school-to-home, and regularly scheduled mid-day routes.

19.1.2. Field Trips

19.1.2a - A field trip is any round trip other than a regular daily scheduled route that is two hours or more. Bus drivers on a field trip are entitled to 15 minutes of paid rest period for each four consecutive hours worked. In addition, drivers working five or more hours per day while on a field trip, shall be entitled to an unpaid lunch period of not less than one-half hour. Lunch periods will be scheduled by the District, and when practical, at approximately the midpoint of the work-shift. In the event an emergency results in the driver remaining with the bus or performing other work through their lunch time, the driver will be paid for the lunch period.

19.1.3. Shuttle – any round trip other than a regular daily scheduled route. Shuttles are less than two hours. All shuttle trips shall be assigned on a seniority rotation.

19.2 Fourteen calendar days prior to actual bidding, the District shall make available completed regular routes and, when possible, special education routes, in the drivers' lounge, and a copy will be made available at the transportation department office upon request. The routes will contain the actual bid run time, length of route and schools. All drivers who will be absent from the bidding meeting shall submit five or more choices in order of preference and submit them to the transportation office prior to the bidding meeting.

19.3 Regular home-to-school bus routes are to be bid by individual drivers, based upon seniority in their classification. Drivers will have an opportunity to bid for route assignments and buses, provided the bus can accommodate the route, at the beginning of each school year. A second bid will take place no later than October 20. Drivers shall have the right to participate in the bidding providing they have the necessary qualifications for all routes on which they bid. New bus routes established during the school year, or routes that have become vacant, shall be posted for bid within five working days. The following are the types of routes run in the District:

- (a) Morning (a.m.)/Afternoon (p.m.)
- (b) Kindergarten/Mid-day
- (c) High school

19.3.1. Drivers will be offered kindergarten/mid-day runs (see b above) by rotation when the regularly assigned driver is off. After a fourth refusal, the driver will be removed from this rotation list for the year.

19.3.2. In the process of establishing new routes or substantially changing existing routes, the Director of Transportation shall discuss proposed routes with the CSEA

representative prior to implementation. Whenever contract time is permanently changed, a revised route time spread sheet “at a glance” will be posted with the changes.

19.4 Within fourteen working days before the bidding meeting in Section 19.3 the Deputy Superintendent or the Director of Transportation will review route assignments with bus drivers. Adjustments during the school year will be made by the Deputy Superintendent or the Director of Transportation after discussion with the affected drivers.

19.4.1 When the adjustments are completed and the time to complete each route is well established to the satisfaction of both parties, the Deputy Superintendent or the Director of Transportation shall advise each driver of the established time for their assigned run for the balance of the school year or until substantial changes are required in a route. “Substantial” means thirty minutes or more.

19.5 Whenever additional routes are permanently assigned, those assignments will be offered on the basis of seniority, if the route can accommodate the increase within the bounds of an eight hour workday and practicality.

19.6 Bus driver administration time of up to forty-five minutes (approximately twenty-five minutes in the morning and twenty minutes in the afternoon) will be allowed for bus drivers for routine work not directly involving driving. This time will be used for report time, vehicle inspections, interior vehicle cleanup, securing of vehicle, paperwork, and other related nondriving work. This time shall be shown on time cards and payable at bus driver rate.

19.7 The Deputy Superintendent or the Director of Transportation reserves the right to assign a driver to a particular route for reasons of safety, benefit of the students and drivers, or for the effective operation of the District.

19.8 Drivers will thoroughly familiarize themselves with their routes prior to driving the route operationally. Pre-routes shall be done in a District vehicle. Drivers will drive their routes according to schedule prior to the start of school. Drivers doing pre-runs shall be paid at the hourly rate.

19.9 Field Trip Rotation

19.9.1 Drivers will be charged with a trip and rotated to the bottom of the list if:

- The driver accepts the trip;
- A driver rejects an assigned trip less than four working days prior to trip start time.
- If a driver is not qualified after training has been offered.

19.9.2 Drivers will not be charged with a trip and will maintain their place on the rotation list if:

- The trip is canceled;

- A driver turns down a trip assigned less than seventy-two hours prior to trip start time.

The driver will then be offered the next trip not yet offered for assignment.

- 19.10 District bus drivers will be offered all District-sponsored field trips. Field trips will be posted and will be assigned on a rotational basis from the bus drivers' seniority list (a separate seniority rotation list will be used for snow trips, weekend/overnight trips and summer school trips). However, any field trip may be contracted out when the Deputy Superintendent or the Director of Transportation determines that taking the field trip would have an adverse impact on a regular home-to school route. Subject to the District's authority in Section 2.1, bus drivers shall not be required to accept field trips.
- 19.11 It will be the responsibility of the driver to become qualified for all types of trips. If a driver is not qualified for a trip when their name comes up in the rotation list, they will be charged for the trip, as long as training was offered prior to the trip.
- 19.12 Field trip requests will be passed out to drivers in order by seniority and field trip date as reflected in the next month's field trip print out as of the 3<sup>rd</sup> Monday of each month.
- 19.13 The Deputy Superintendent or the Director of Transportation, also reserves the right to contract out overnight field trips, except weekend.
- 19.14 All drivers, in their "original" year as certified school bus driver with the RUSD, will be able to do field trips (local) after six months, long distance after one year (long distance equals more than thirty miles one way). A new hire that was previously certified for at least 6 months, may take trips at the discretion of the Director of Transportation.
- 19.15 The District will provide a minimum of ten hours of driver training each year. CHP form T-01 time is to be paid monthly, as earned, up to ten hours per year, per driver.
- 19.16 When the department requires the temporary use of a bus with an automatic transmission, those drivers who bid for a bus with an automatic transmission, and are qualified for standard transmission use, will rotate the use of their automatic-transmission bus on a reverse seniority basis for this temporary use when there is not an automatic transmission bus available.
- 19.17 Monitoring Devices
  - 19.17.1 The primary purpose of Monitoring Devices (e.g., cameras, GPS) is to ensure student safety, deter misconduct of students and promote the District's safety/security policies and procedures.
  - 19.17.2 The parties understand and acknowledge that the District will only review data from Monitoring Devices for the purpose of employee discipline in response to documented (by the District) complaints or allegations of misconduct based upon

specific articulable facts. Examples of complaints may be Vehicle Accidents, Report from the Public, Student Misbehavior, and COVID-19 Tracing.

- 19.17.3 Review of data will be limited to three (3) business days before and after the date (or date range) of the alleged misconduct. If misconduct is substantiated, the District may extend its review of data by an additional six (6) months. The District may utilize the data discovered for employee disciplinary purposes. Absent misconduct identified in Article 16 Discipline and Discharge of the Collective Bargaining Agreement/Administrative Regulation 4218 Dismissal / Suspension/ Disciplinary Action; data review will not exceed the parameters set forth above.



ARTICLE 20  
SAFETY

- 20.1 Safety is a matter of mutual concern to both employees and employer. The District recognizes the responsibility to provide employees with safe working conditions. Employees are required to be safety conscious in their own actions and to report unsafe or unhealthy conditions to their immediate supervisor.
- 20.1.1 Upon receiving written notice of an alleged unsafe or unhealthy condition, the appropriate individual will have the responsibility of inspecting, reviewing, and determining if, in fact, an unsafe or unhealthy condition exists.
- 20.1.2 Upon that determination, the supervisor will initiate action to correct the condition, if necessary. The employee will be notified of the decision.
- 20.1.3 Should the employee be dissatisfied with the determination of the immediate supervisor, he/she may appeal the matter directly to the Assistant Superintendent or his/her designee.
- 20.2 Should regulations require use of any equipment to ensure the safety of an employee or others, the District agrees to furnish such equipment.
- 20.3 Employees are required to utilize all safety equipment and follow all safety procedures specified by the District.
- 20.4 The Union may appoint two members to the District Safety Committee. The Committee shall meet at the call of the Chairperson of the Committee.
- 20.5 The District will provide rain gear at each school site for employee usage. Bus drivers and custodians shall be provided with rain jackets with hoods, and groundskeepers and maintenance workers shall be provided with full rain suits and rain boots. Replacements shall occur as necessary because of normal use.

ARTICLE 21  
EDUCATION AND TRAINING

21.1 Licenses and Certificates

The District will pay one-half the difference between a regular employee's driver's license and the cost of additional or renewal licensing or certificates, with advance approval, and provided that such certificate of license is directly related to the employee's job, or as otherwise approved by management.

21.2 C.P.R./First Aid

The District will offer C.P.R./First Aid training for all bargaining unit members at no cost to the employees.

21.3 Special Training

Any bargaining unit member who is required to have special training will have the cost of the training (including the cost of the course, travel, lodging, and meals) paid by the District, with prior approval. Such travel time shall be on paid status, if it is part of the employee's normal work schedule.

ARTICLE 22  
DUES DEDUCTION AND MAINTENANCE OF MEMBERSHIP

22.1 Dues Deduction

22.1.1 An employee may sign a CSEA membership form authorizing the normal and regular membership dues to be deducted from his/her check. Dues may also be paid, in advance, directly to CSEA.

22.1.2 While this Agreement is in effect, the District will deduct once each month the regular monthly Union dues of each employee for whom there is on file with the District a voluntary effective dues deduction authorization form. The amounts so deducted shall be forwarded each month to the CSEA headquarters, together with a list of names for whom deductions have been made.

22.1.3 Dues deductions shall commence for a given month provided the dues authorization is signed and given to the District Office prior to the twentieth (20th) calendar day of that month; otherwise, the deduction shall be made the following month.

22.2 General Provisions

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

22.2.2 CSEA shall furnish any information needed by the District to fulfill the provisions of this Article.

ARTICLE 23  
POLITICAL ACTION FOR CLASSIFIED EMPLOYEES (PACE)

- 23.1 If an employee voluntarily signs PACE deductions, on a form developed and provided by CSEA, the amount designated by the employee shall be deducted from his/her paycheck and transmitted to CSEA Headquarters. It is expressly understood that this voluntary contribution is not a condition of employment.

§

ARTICLE 24  
CONTRACTING OUT WORK

- 24.1 The District will comply with the law with respect to any proposal by the District to contract out work which has customarily and routinely been performed by classified personnel.
- 24.2 CSEA retains the right to negotiate the decision and effects of any District proposal to contract out classified bargaining unit work as defined in section 24.1. The District will provide reasonable written notice as required by Gov't Code 3543.2(a)(2), to CSEA regarding any proposal to contract to bargaining unit work.
- 24.3 In those instances where the contracting out of work would involve work then currently being performed by employees covered by this Agreement, the District shall, as appropriate, either:
- 24.3.1 If the contracting out will not directly result in the laying off of employees covered by this Agreement, afford the Union a prompt notice and opportunity to negotiate the specific issues including effects; or
- 24.3.2 If the contracting out will directly result in the laying off of employees covered by this Agreement, give the Union reasonable advance notice of the District's intention to contract out such work, and afford the Union an opportunity to negotiate the decision and resulting impact such contracting out would have upon the bargaining unit.
- 24.4 Nothing in this Section shall be construed as a forfeiture of any management right. In all matters of contracting out work, the District reserves the complete right to make the final decision.

ARTICLE 25  
SALARY

25.1 Initial Salary Placement

A regular employee, at the time of employment, will be placed on the first step of the appropriate salary range of the classified salary schedules. The Superintendent or his/her designee may authorize a higher step.

25.2 Service Increment

On the July 1 following the employee's anniversary date, a regular employee will be advanced to the next higher step on the salary range assigned to his/her position classification until the top step of the range is reached.

In order to earn a service increment, the employee must have served seventy-five percent of the required working days, i.e., one hundred ninety-five working days including holidays, paid sick leave, vacation, and other paid absences or leaves of the prior year.

25.3 Emergency Call-Back Pay

An employee called back after the close of his/her regular shift shall receive at least two hours pay at the appropriate rate of pay, if such call back does not immediately precede or follow his/her regular shift and the employee has left the worksite.

25.4 Working Out Of Classification

An employee may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five working days within a fifteen calendar day period provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification. Employees so assigned will be paid at Step A of the appropriate range for the position that the employee is filling on a temporary basis, or in the event Step A is a lesser amount than the employee is currently earning, the first step above the employee's current salary on the appropriate range for the position that the employee is filling on a temporary basis.

25.5 Salaries

The current CSEA Classified Salary Schedule Appendix C.

25.6 Longevity Pay

Longevity pay will be paid on a monthly basis commencing the first month following the completion of ten (10), fifteen (15), and twenty (20) years unbroken service. Longevity pay will be computed on the basis of one hundred seventy-three (173.33) hours per average work month - forty hours per week - 1733.33 hours per year for ten-month employees, one hundred seventy-three hours per average work month - forty hours per week - 1906.63 hours per year for eleven month employees, and 2080 hours per year for twelve month

employees. Effective February 1, 1999, for less than full-time employees, longevity pay will be prorated on the basis of service required of a ten month employee.

#### 25.8 Paycheck and Payroll Errors

Any payroll error resulting in an underpayment to an employee shall be corrected and a supplemental check issued not later than five workdays following the determination by the school district that an error occurred. If a payroll error occurs resulting in an overpayment to an employee, the District Business office shall meet with the employee, reach an agreement on the amount of the overpayment, and agree upon how the District shall recover the overpayment. (For example, if the overpayment is five percent or less of the employee's next net paycheck [as corrected prospectively], the agreement could provide that the overpayment would be deducted from the employee's next paycheck. If the total overpayment amounts to more than five percent but less than fifteen percent of the employee's next net paycheck [as corrected prospectively], the agreement could provide that the total overpayment would be recovered equally from the next two paychecks. If the total overpayment amounts to fifteen percent or more of the employee's next net paycheck [as corrected prospectively], the agreement could provide that the total overpayment would be recovered equally from the next six paychecks. The employee and the superintendent or his/her designee could agree to other methods of repayment.)

Should any other employee unit receive additional compensation, CSEA shall receive the same amount.

ARTICLE 26  
HEALTH, WELFARE, AND RETIREMENT BENEFITS

- 26.1 Effective July 1, 2022, the “cap” on District contribution for medical, dental, and vision benefit plans shall be six hundred and seventy-two dollars (\$672.00) per month for eligible full-time (active) employee and family coverage. The “cap” for eligible part-time employees will be as described in Section 26.3 of Article 26.
- 26.2 Qualifying employees for full District health and welfare benefit payments shall be employees who regularly work eight hours per day, ten or more months a year. Employees shall be enrolled in insurance programs on the first of the month following fulfillment of the eligibility requirement.
- 26.3 For employees who regularly work four or more hours per day, ten or more months per year, the District will contribute, for employee and family coverage, that portion of the monthly premium set forth in Section 26.1 as the number of hours regularly worked per day by the part-time employee bears to eight, providing the employee agrees in writing to have the remaining amount deducted from employee’s salary.
- 26.4 Ten and eleven month employees who terminate their employment with the District at the end of the summer recess shall reimburse the District for the full cost of insurance premiums for the non-work period.
- 26.5 Any employee who is currently employed in the District at the time of retirement through PERS, who retires under PERS, and who has served with the District for a minimum of five years, may remain part of the group medical program, the group dental program, and the group vision program, if permitted by the carrier, in addition to benefit rights afforded under COBRA. The retired employee who elects to remain part of the group programs must prepay the cost of such programs to the District quarterly for such coverage at least thirty days prior to the beginning of the quarter. (Also see 26.6, 26.7 and/or 26.8.)
- 26.6 The District will pay up to \$328 towards the combined cost of the health, dental and/or vision insurance for retireant and, if retireant so elects, spousal coverage (total for both persons), if permitted by carrier. This provision will apply to any employee whose first day of paid regular service in the district was prior to November 30, 1993, who is employed as an employee in the District at the time of retirement through PERS, who retires under PERS, and who served with the District for a minimum of fifteen school years of unbroken service, subject to all of the following conditions:
- For at least five of the required fifteen years of unbroken service, the employee must have worked at least an average of thirty hours per week or more (ten months per year or more).
  - For any year to qualify as one of the remaining ten years of unbroken service for lifetime benefits, the employee must have worked at least twenty or more hours per week (ten or more months per year).



Retiree benefits will be computed based on the ratio of hours worked per week for each of the fifteen years as it bears to full-time employment. Full-time employment shall be defined as forty hours per week, ten or more months per year.

- 26.7 Employees whose first day of paid regular service in the district was on or after November 30, 1993, and on or before February 26, 1997, will be provided retiree health benefits until they reach age sixty-five provided they otherwise meet the requirements set forth in Section 26.6.
- 26.8 Employees hired on or after November 30, 1993 and on or before February 26, 1997 will be provided retiree health benefits until they reach age sixty-five (65) provided:
- 26.8.1 If full time, they otherwise meet the requirements set forth in Section 26.6 except for date of hire.
- 26.8.2 If part time, they otherwise meet the requirements set forth in Section 26.7 except for date of hire.
- 26.9 Effective July 1, 2001, the District shall provide term life insurance for eligible bargaining unit employees in the amount of \$30,000. The District's financial obligation for term life insurance will not exceed an annual amount of \$61.20 per eligible bargaining unit employee.
- 26.10 In any year during the term of this Agreement the District may offer the "Golden Handshake" as authorized by law. Nothing herein requires such an offer.

ARTICLE 27  
SAVINGS PROVISION

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

ARTICLE 28  
WAIVER OF BARGAINING OBLIGATIONS

The parties acknowledge that during the negotiations which resulted in making this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively unless mutually agreed upon with respect to any written terms directly addressed in this Agreement, excepting for reopeners as specified in this Agreement.

ARTICLE 29  
DURATION

- 29.1 This Agreement shall become effective July 1, 2022 through June 30, 2025 and shall remain in full force and effect until a successor agreement is reached by the parties.
- 29.2 For the 2023-2024 school year, the parties agree to reopen negotiations on salary, health, welfare, and retirement benefits and two (2) articles of parties' choice.
- 29.3 For the 2024-2025 school year, the parties agree to reopen negotiations on salary, health, welfare, and retirement benefits and two (2) article of parties' choice.

# **APPENDICES**

## **A through G**

# **APPENDICES**

**A through G**

STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD



APPENDIX "A-1"

_____		) Type of Election:
	)	)
ROCKLIN UNIFIED SCHOOL DISTRICT,	)	) <u>  X  </u> Consent Agreement
	)	)
Employer,	)	) <u>      </u> Directed Order
	)	)
and	)	)
	)	)
SEIU LOCAL 22,	)	) Case Number: S-D-150
	)	) (S-R-721)
and	)	)
	)	)
CALIFORNIA SCHOOL EMPLOYEES	)	)
ASSOCIATION (CSEA),	)	)
	)	)
Employee Organizations.	)	)
_____		)

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a majority of the valid ballots were cast for California School Employees Association (CSEA), therefore,

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of October 23, 1992, that California School Employees Association (CSEA) is the exclusive representative of all employees in the unit set forth below:

- Title of Unit:       Operations Support
- Shall INCLUDE:      Assistant Cook, Assistant Mechanic, Bus Driver,  
Cafeteria Worker, Cashier, Cook/Baker, Custodian,  
Groundskeeper, Lead Custodian, Lead Groundskeeper,  
Lead Maintenance Worker, Maintenance Worker.
- Shall EXCLUDE:     Management, supervisory, confidential, substitute and  
all other employees.

Signed at Sacramento, California  
On the 23rd day of October, 1992

On behalf of the  
PUBLIC EMPLOYMENT RELATIONS BOARD

< 50 > Regional Director

File: PMH/Rocklin.005  
050697  
CSEA9497.C02

STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD



APPENDIX "A-2"

ROCKLIN UNIFIED SCHOOL DISTRICT, )  
 )  
 Employer, )  
 )  
 and )  
 )  
 CALIFORNIA SCHOOL EMPLOYEES )  
 ASSOCIATION, )  
 )  
 Exclusive Representative. )

Case No. S-UM-614  
(S-R-727)

UNIT MODIFICATION ORDER

TITLE OF UNIT: Operations Support - Office Technical

Pursuant to authority vested in the undersigned by the Public Employment Relations Board, the following modification of the above-referenced unit is approved:

Clerk typist, receptionist, attendance clerk, clerk typist/receptionist, principal's secretary, computer technician, advanced technology coordinator, assistant principal's secretary, registrar, computer center technician, school accounting clerk, counseling clerk, career technician, network administrator, video/theatre technician, video network/video studio theatre technician & substitute services clerk classifications are added to the unit.

This Unit Modification Order shall not be considered to be a certification for the purpose of computing time limits pursuant to PERB regulation 32754.

Issuance of this Order shall not be interpreted to mean that the Board would find this unit, as modified, to be an appropriate unit in a disputed case.

Signed at Sacramento, California

On the 2nd day of April, 1996

On behalf of  
PUBLIC EMPLOYMENT RELATIONS BOARD

Les Chisholm  
Regional Director



STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD



ROCKLIN UNIFIED SCHOOL DISTRICT,

Employer,

and

CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION & ITS CHAPTER 773,

Exclusive Representative.

APPENDIX "A3"

Case No. SA-UM-719-E

**UNIT MODIFICATION ORDER**

TITLE OF UNIT: Office Technical/Operations, Support Services

Pursuant to authority vested in the undersigned by the Public Employment Relations Board, the following modification of the above-referenced unit is approved:

Add the Special Education Instructional Assistants to the unit.

This Unit Modification Order shall not be considered to be a certification for the purpose of computing time limits pursuant to PERB regulation 32754.

Issuance of this Order shall not be interpreted to mean that the Board would find this unit, as modified, to be an appropriate unit in a disputed case.

Signed at Sacramento, California

On March 24, 2003

On behalf of  
PUBLIC EMPLOYMENT RELATIONS BOARD

A handwritten signature in black ink, appearing to read "Les Chisholm", written over a horizontal line.

Les Chisholm  
Regional Director

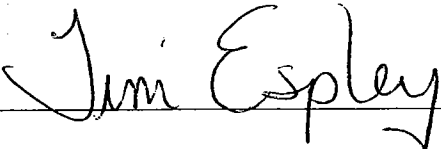
**ROCKLIN UNIFIED SCHOOL DISTRICT**  
**AGREEMENT BETWEEN THE**  
**BOARD OF TRUSTEES**  
**AND**  
**CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION**

**RATIFICATION**

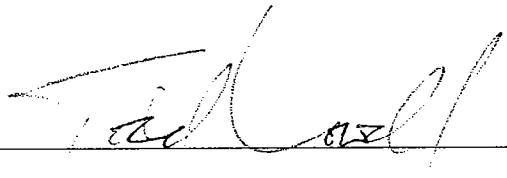
The signatures affixed to this contract indicate that these persons have the express authority of their respective organizations to sign and execute this contract.


DATED: July 16, 2008

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

By:   
Tim Espley, President

**ROCKLIN UNIFIED SCHOOL DISTRICT**

By:   
Todd Lowell, President - Board of Trustees

By:   
Kevin Brown, Superintendent

**ROCKLIN UNIFIED SCHOOL DISTRICT  
CSEA CLASSIFIED SALARY SCHEDULE  
(HOURLY)**

**2022-2023**

**NUTRITION SERVICES**

- 21 Nutrition Services Worker I - 10 Mo
- 31 Nutrition Services Worker II - 10 Mo
- 33 Nutrition Services Worker III - 10 Mo
- 33 Nutrition Delivery Driver/Warehouse Worker - 10 Mo, 10.5 Mo

**SCHOOL & OFFICE SUPPORT**

- 30 Attendance Clerk - 10.5 Mo
- 30 Career Technician - 10.5 Mo
- 30 Clerk
- 51 College and Career Services Specialist - 10.5 Mo
- 32 Computer Support Technician TK-8 - 11 Mo
- 30 Counseling Clerk - 10.5 Mo
- 33 Counseling Secretary - 10.5 Mo (M/S); 11 Mo (H/S)
- 35 Department Secretary - 12 Mo
- 30 Library Clerk -10.5 Mo
- 33 Library Technician - 10.5 Mo
- 33 Principal's Secretary - 10.5 Mo (Elementary); 11 Mo (Alt Ctr)
- 35 Principal's Secretary -10.5 Mo (Intermediate); 11 Mo (H/S)
- 33 Registrar - 11 Mo
- 33 School Bookkeeper - 11 Mo
- 30 School Clerk - 10.5 Mo
- 33 Secretary to the Assistant Principal - 10.5 Mo (M/S); 11 Mo (H/S)
- 24 Special Education Aide I - 10 Mo
- 27 Special Education Aide II - 10 Mo
- 29 Special Education Aide III - 10 Mo
- 29 Behavior Instructional Assistant - 10 Mo
- 39 Behavior Support Assistant - 10 Mo

**MAINTENANCE & OPERATIONS - 12 Month**

- 33 Delivery Driver/Warehouse Worker
- 31 Groundskeeper I
- 34 Groundskeeper II
- 37 Groundskeeper III
- 37 Grounds Mechanic
- 28 Day Custodian
- 29 Night Custodian
- 33 Elementary Lead Custodian/Alt. Ed. Ctr.
- 34 Middle School Lead Custodian
- 36 High School Lead Custodian I
- 37 High School Lead Custodian II
- 31 Maintenance Worker I
- 35 Maintenance Worker II
- 39 Maintenance Worker III
- 39 Maintenance/Grounds Worker III
- 41 Mechanic

**TECHNOLOGY**

- 29 Video/Theater Technician- 10 Mo /At will
- 37 Technology Services Assistant - 12 Mo
- 41 User Support Technician - 12 Mo
- 48 Technology Support Specialist - 12 Mo
- 51 Data, Assessment, and Evaluation Specialist - 12 Mo

**TRANSPORTATION**

- 34 Bus Driver - 10 Mo
- 30 Car/Van Driver - 10 Mo
- 34 Routing Technician/Utility Bus Driver- 12 Mo
- 38 Mechanic Assistant/Utility Driver - 12 Mo

Range	Step A	Step B	Step C	Step D	Step E	Step F
20	16.80	17.64	18.50	19.40	20.40	21.42
21	17.21	18.08	18.91	19.92	20.88	21.94
22	17.64	18.50	19.40	20.40	21.42	22.52
23	18.08	18.91	19.92	20.88	21.94	23.04
24	18.50	19.40	20.40	21.42	22.51	23.57
25	18.91	19.92	20.88	21.94	23.06	24.22
26	19.40	20.40	21.40	22.51	23.62	24.80
27	19.92	20.88	21.94	23.06	24.21	25.41
28	20.40	21.42	22.51	23.62	24.80	26.08
29	20.92	21.96	23.10	24.23	25.48	26.70
30	21.42	22.51	23.62	24.80	26.04	27.32
31	21.94	23.06	24.21	25.45	26.68	28.03
32	22.51	23.62	24.80	26.04	27.33	28.72
33	23.06	24.21	25.45	26.68	28.01	29.39
34	23.62	24.80	26.04	27.33	28.73	30.16
35	24.21	25.45	26.68	28.01	29.40	30.90
36	24.80	26.04	27.33	28.73	30.13	31.63
37	25.45	26.68	28.01	29.40	30.89	32.38
38	26.04	27.33	28.73	30.13	31.63	33.25
39	26.68	28.01	29.40	30.89	32.41	34.05
40	27.33	28.73	30.13	31.63	33.25	34.84
41	28.01	29.40	30.89	32.41	34.03	35.77
42	28.73	30.13	31.63	33.25	34.92	36.67
43	29.40	30.89	32.41	34.03	35.77	37.51
44	30.13	31.63	33.25	34.92	36.66	38.50
45	30.89	32.41	34.03	35.77	37.50	39.41
46	31.63	33.25	34.92	36.66	38.52	40.42
47	32.41	34.03	35.77	37.50	39.43	41.39
48	33.25	34.92	36.66	38.52	41.38	43.45
49	34.03	35.77	37.50	39.43	41.99	44.11
50	34.92	36.66	38.52	40.38	42.42	44.53
51	35.77	37.50	39.43	41.38	43.44	45.62
52	36.66	38.52	40.38	42.42	44.52	46.75
53	37.50	39.43	41.38	43.44	45.62	47.89
54	38.52	40.38	42.42	44.52	46.79	49.15

**LONGEVITY**

**LONGEVITY (Effective the month following the employee's anniversary date - to be paid on a monthly basis.)**

After 10 years - **\$1,134**  
 After 15 years an additional **\$1,336** for total of **\$2,470**  
 After 20 years an additional **\$1,545** for total of **\$4,015**

**VACATION**

Years of Service	Vacation			
	10 month	10.5 month	11 month	12 month
0-3	8	8.5	9	10
4-9	12	12.5	13	15
10 or more	16	17	18	20

Revised: May 1, 2019 reflects addition of new position Maintenance/Grounds Worker III

Revised: June 24, 2019 reflects 6% increase for 2019-20 effective July 1, 2019

Revised: September 4, 2019 reflects of Behavior Support Assistant effective September 5, 2019

Revised: June 10, 2020 reflects elimination of Computer Center Technician, Computer Support Technician II, and Computer Center Technician III; adding new position Computer Support Technician TK-8 effective July 1, 2020

Revised: March 17, 2021 reflects addition of College and Career Services Specialist, effective March 18, 2021.

Revised: November 17, 2021 reflects 4% increase for 2021-2022 retroactive to July 1, 2021.

Revised: April 20, 2022 reflect the addition of the word "Hourly" at the top of the schedule per CalPERS review.

Revised: June 22, 2022 reflects a 5.33% increase for 2022-2023 and a \$52.00 increase to the benefit cap, title change to Elementary Lead Custodian to include "Alt. Ed. Ctr." and title change from Computer Maintenance Technician to User Support Technician effective July 1, 2022.

Revised: October 19, 2022 reflects a 1.55% true-up increase for 2022-2023 (for an overall increase of 6.88%) effective July 1, 2022.

# ROCKLIN UNIFIED SCHOOL DISTRICT

SIG - Schools Insurance Group Rates for August 1, 2022 to June 30, 2023

## CSEA, NON-REPRESENTED, and CONFIDENTIAL

\$672 Cap per month for full-time employees. Part-time employees (50% or more) receive a cap in proportion to their contract percentage. Please review plan summaries before selecting a medical plan.

Plan	Coverage Level	Medical	Dental Comp	Vision Comp	TOTAL	Employee Cost/Month			
						M/D/V	M/D	M/V	M
<b>Kaiser Plan W/Chiro</b> (\$25 co-pay)	Employee only	\$882.00	\$125.75	\$22.70	\$1,030.45	\$358.45	\$335.75	\$232.70	\$210.00
	EE + Spouse	\$1,764.00	\$125.75	\$22.70	\$1,912.45	\$1,240.45	\$1,217.75	\$1,114.70	\$1,092.00
	EE + Children	\$1,341.00	\$125.75	\$22.70	\$1,489.45	\$817.45	\$794.75	\$691.70	\$669.00
	EE + Family	\$2,073.00	\$125.75	\$22.70	\$2,221.45	\$1,549.45	\$1,526.75	\$1,423.70	\$1,401.00
<b>Kaiser Plan High Deductible</b> With HSA (\$2000/\$2800/\$4000)	Employee only	\$618.00	\$125.75	\$22.70	\$766.45	\$94.45	\$71.75	(\$31.30)	(\$54.00)
	EE + Spouse	\$1,233.00	\$125.75	\$22.70	\$1,381.45	\$709.45	\$686.75	\$583.70	\$561.00
	EE + Children	\$938.00	\$125.75	\$22.70	\$1,086.45	\$414.45	\$391.75	\$288.70	\$266.00
	EE + Family	\$1,448.00	\$125.75	\$22.70	\$1,596.45	\$924.45	\$901.75	\$798.70	\$776.00
<b>Western Health Advantage</b> HMO 25 OV	Employee only	\$761.00	\$125.75	\$22.70	\$909.45	\$237.45	\$214.75	\$111.70	\$89.00
	EE + Spouse	\$1,521.00	\$125.75	\$22.70	\$1,669.45	\$997.45	\$974.75	\$871.70	\$849.00
	EE + Children	\$1,156.00	\$125.75	\$22.70	\$1,304.45	\$632.45	\$609.75	\$506.70	\$484.00
	EE + Family	\$1,787.00	\$125.75	\$22.70	\$1,935.45	\$1,263.45	\$1,240.75	\$1,137.70	\$1,115.00
<b>WHA High Deductible</b> With HSA (\$1800/\$2800/\$3600)	Employee only	\$576.00	\$125.75	\$22.70	\$724.45	\$52.45	\$29.75	(\$73.30)	(\$96.00)
	EE + Spouse	\$1,149.00	\$125.75	\$22.70	\$1,297.45	\$625.45	\$602.75	\$499.70	\$477.00
	EE + Children	\$871.00	\$125.75	\$22.70	\$1,019.45	\$347.45	\$324.75	\$221.70	\$199.00
	EE + Family	\$1,342.00	\$125.75	\$22.70	\$1,490.45	\$818.45	\$795.75	\$692.70	\$670.00
<b>WHA High Deductible</b> With HSA (\$2800/\$2800/\$5600)	Employee only	\$489.00	\$125.75	\$22.70	\$637.45	(\$34.55)	(\$57.25)	(\$160.30)	(\$183.00)
	EE + Spouse	\$975.00	\$125.75	\$22.70	\$1,123.45	\$451.45	\$428.75	\$325.70	\$303.00
	EE + Children	\$739.00	\$125.75	\$22.70	\$887.45	\$215.45	\$192.75	\$89.70	\$67.00
	EE + Family	\$1,137.00	\$125.75	\$22.70	\$1,285.45	\$613.45	\$590.75	\$487.70	\$465.00
<b>Sutter Health Plus</b> HMO 25 OV	Employee only	\$892.00	\$125.75	\$22.70	\$1,040.45	\$368.45	\$345.75	\$242.70	\$220.00
	EE + Spouse	\$1,784.00	\$125.75	\$22.70	\$1,932.45	\$1,260.45	\$1,237.75	\$1,134.70	\$1,112.00
	EE + Children	\$1,356.00	\$125.75	\$22.70	\$1,504.45	\$832.45	\$809.75	\$706.70	\$684.00
	EE + Family	\$2,097.00	\$125.75	\$22.70	\$2,245.45	\$1,573.45	\$1,550.75	\$1,447.70	\$1,425.00
<b>SHP High Deductible</b> With HSA (\$1500/\$2800/\$3000)	Employee only	\$640.00	\$125.75	\$22.70	\$788.45	\$116.45	\$93.75	(\$9.30)	(\$32.00)
	EE + Spouse	\$1,275.00	\$125.75	\$22.70	\$1,423.45	\$751.45	\$728.75	\$625.70	\$603.00
	EE + Children	\$969.00	\$125.75	\$22.70	\$1,117.45	\$445.45	\$422.75	\$319.70	\$297.00
	EE + Family	\$1,497.00	\$125.75	\$22.70	\$1,645.45	\$973.45	\$950.75	\$847.70	\$825.00
<b>SHP High Deductible</b> With HSA (\$2500/\$2800/\$5000)	Employee only	\$567.00	\$125.75	\$22.70	\$715.45	\$43.45	\$20.75	(\$82.30)	(\$105.00)
	EE + Spouse	\$1,130.00	\$125.75	\$22.70	\$1,278.45	\$606.45	\$583.75	\$480.70	\$458.00
	EE + Children	\$859.00	\$125.75	\$22.70	\$1,007.45	\$335.45	\$312.75	\$209.70	\$187.00
	EE + Family	\$1,326.00	\$125.75	\$22.70	\$1,474.45	\$802.45	\$779.75	\$676.70	\$654.00

If "Employee Cost/Month" column is a negative amount, this is the amount that RUSD will contribute to the employees HSA account if eligible, up to the maximum annual IRS contribution limit

ROCKLIN UNIFIED SCHOOL DISTRICT  
**PERFORMANCE REPORT FOR CLASSIFIED EMPLOYEES**

<b>Name</b>						<b>Site</b>								
<b>Position</b>						<b>Date</b>			<b>Status</b>	~ Probationary ~ Permanent				
<p>The purpose of this evaluation is to help the supervisor and employee measure how well the employee is performing and to provide a guidance tool for improvement. The employee's job description will be reviewed by the supervisor and attached to this evaluation form.  <b>KEY: 1=Outstanding; 2=Very Good; 3=Satisfactory; *4=Improvement Needed; *5=Unsatisfactory; 6=Not Applicable</b>  <b>*Requires suggestions for improvement.</b></p>														
CHECK ONLY THOSE FACTORS WHICH APPLY TO THE EMPLOYEE'S POSITION			1	2	3	4	5	6	SUGGESTIONS OR COMMENTS MADE BY SUPERVISOR					
<b>QUALITY OF WORK</b>														
Job knowledge														
Accuracy														
Neatness														
Thoroughness														
Planning & Organizing														
Job Skill Level														
<b>QUANTITY OF WORK</b>														
Consider volume of output and extent to which work schedules are met.														
<b>WORK HABITS &amp; ATTITUDES</b>														
Dependability														
Punctuality														
Appearance of Work Station														
Compliance with Instructions, Rules & Regulations														
Accepts Responsibility														
Attendance														
Safety Habits														
Operation & Care of Equipment														
<b>PERSONAL QUALITIES</b>														
Judgment														
Initiative														
Adaptability to Emergencies														
Accepts Change														
Accepts Direction														
Positive Attitude														

The purpose of this evaluation is to help the supervisor and employee measure how well the employee is performing and to provide a guidance tool for improvement. The employee's job description will be reviewed by the supervisor and attached to this evaluation form.

KEY: 1=Outstanding; 2=Very Good; 3=Satisfactory; \*4=Improvement Needed; \*5=Unsatisfactory; 6=Not Applicable

\*Requires suggestions for improvement.

CHECK ONLY THOSE FACTORS WHICH APPLY TO THE EMPLOYEE'S POSITION	1	2	3	4	5	6	SUGGESTIONS OR COMMENTS MADE BY SUPERVISOR
<b>RELATIONSHIPS WITH OTHERS (Employees/Students/Public)</b>							
Exercising Tact							
Accepting Criticism							
Handling Difficult Situations							
Cooperating							
<b>OVERALL RATING</b>							
Overall Rating							

**OVERALL WORK PERFORMANCE SUMMARY - SUPERVISOR'S COMMENTS**  
(Attach additional pages if desired.)

**EMPLOYEE'S COMMENTS**  
(Attach additional pages if desired.)

<b>EMPLOYEE</b>	<b>RATING SUPERVISOR</b>
I have reviewed this report and have had the opportunity to discuss it with my rating supervisor.  My signature does not necessarily mean that I agree with the report.	Signature
	Print Name
Signature	Date
Date	Principal/Director's Signature of Review

Original (White): District Office

Yellow: Employee

Pink: Evaluator

Rocklin Unified School District  
2615 Sierra Meadows Drive  
Rocklin, CA 95677  
(916) 630-2240.....



Office of Human Resources

.....Appendix F

New CSEA Employee Contract Agreement  
Acknowledgement Form

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

Site/Position: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

The CSEA Contract is available online

[www.rocklinusd.org](http://www.rocklinusd.org)

- Departments
- Human Resources
- Salary Schedules & Contracts
- CSEA (California School Employees Association)



**ROCKLIN UNIFIED SCHOOL DISTRICT  
GRIEVANCE FORM – LEVEL II**

NOTE: Before filing a formal written grievance, the grievant shall attempt to resolve the grievance in an informal conference with his/her immediate supervisor **within nine (9) days after the grievant knew or should reasonably have known** of the alleged violation of the Collective Bargaining Agreement. Level II constitutes the first written filing of the grievance.

Date of Informal Conference: \_\_\_\_\_

Name of Supervisor Present at Informal: \_\_\_\_\_

1. List the specific Contract provision(s) including Article, paragraph, and other relevant references alleged to have been violated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The date, or date(s), on which the violation allegedly occurred:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Describe specifically how the contract articles/paragraphs listed in #1 above were violated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets if necessary)

4. Specifically, what remedy do you want:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Level I Submitted: _____	Date Received: _____
Grievant's Signature: _____	Received by: _____

(The Supervisor's Level II Response will be made nine (9) days after meeting with the Grievant)

5. Supervisor's Level II Response:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets if necessary)

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ROCKLIN UNIFIED SCHOOL DISTRICT  
GRIEVANCE FORM – LEVEL III**

NOTE: Level III is an appeal from Level II. The Grievant has nine (9) working days from the decision or the exhaustion of the Level II timeline within which to file this appeal. A copy of all prior Level written grievance forms, and the responses, must be attached to this Appeal.

Reason for Appeal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific Remedy Sought:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Meeting Requested:      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Date Submitted: _____	Date Received: _____
Grievant's Signature: _____	Received by: _____

(The Superintendent's Level III Response will be made twenty-one (21) days after meeting with the Grievant)

Superintendent's Response:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets if necessary)

Superintendent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ROCKLIN UNIFIED SCHOOL DISTRICT  
GRIEVANCE FORM – LEVEL IV**

NOTE: Level IV is an appeal from Level III. The Grievant has nine (9) working days from the decision or the exhaustion of the Level III timeline within which to file this appeal. A copy of all prior Level written grievance forms, and the responses, must be attached to this Appeal.

Reason(s) for Appeal: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Specific Remedy Sought:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Meeting Requested:      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Date Submitted: _____	Date Received: _____
Grievant's Signature: _____	Received by: _____

(The Superintendent's Level III Response will be made twenty-one (21) days after meeting with the Grievant)

Superintendent's Response:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Attach additional sheets if necessary)

Superintendent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Current  
Memorandums of Understanding  
And  
Tentative Agreements**


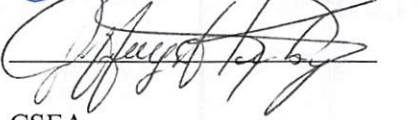
**Tentative Agreement**  
**Between the**  
**Rocklin Unified School District**  
**And the**  
**California School Employees Association and Rocklin Classified Chapter No. 773**  
**For the 2022-2023 School Year**  
**June 14, 2022**

**The Rocklin Unified School District and the California School Employees Association and Rocklin Classified Chapter No. 773 into this Tentative Agreement on June 14, 2022.**

**The parties agree to the following:**

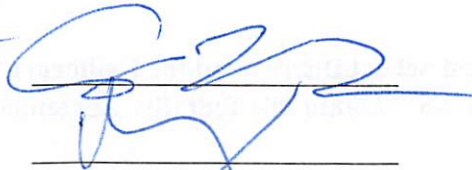
1.
  - a. 5.33% Ongoing on salaries, \$52 Benefit advance added to Health and Welfare Benefits onto the cap.
  - b. By agreeing to this proposal, the parties agree that during the 2023-24 negotiations there is a joint commitment toward deficit reduction.
  - c. Additionally, the parties agree that any changes to the final adoption of the state budget (finalized on June 30, 2022), which result in an increase or decrease in LCFF base funding, the budgetary changes will be calculated as follows:
    - i. Any increase in funding will first be used to cover the District's cost of the benefit advance added to health and welfare benefits for all employees. The remaining funding will be allocated 50% CSEA / 50% District and applied to a percent increase to the salary schedule for the 2022-23 school year.
    - ii. Any decrease in funding will be exclusive to salary. Health and welfare benefits will remain unchanged. The funding decrease will be shared at 50% CSEA / 50% District and applied during the 2023-24 negotiations session.
  - d. Additionally, all unit members shall receive a one time, off salary schedule payment of \$3000 for active paid members as of August 3, 2022. The one time payment will be prorated for part time unit members, members hired after the first contracted work day, and members who do not complete their contracted work year. Employees hired and in paid status after August 3, 2022 would receive compensation in June of 2023.
  - e. The District agrees to a one-time off salary schedule payment of \$1500 for retirees who have declared their retirement as of June 3, 2022.
2. The parties have reached agreement in good faith and agree to support and promote the full approval by the Governing Board and members of CSEA.
3. This agreement would conclude negotiations regarding Salary (Article 25) and Health, Welfare and Retirement Benefits (Article 26) for the 2022-2023 contract year.
4. Both parties agree to, "sunshine," Collective Bargaining Agreement (CBA) language considerations for Articles outside of the aforementioned in Number 3 of the Tentative Agreement.

5. This agreement shall not be considered final and binding until approved by the CSEA membership and the District's Governing Board.
6. Execution in Counterparts: This agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the Parties to this agreement. Signed copies, facsimile, or electronic versions of this agreement shall have the same force and effect as signature of the original.

CSEA

Date: 6/14/22



District

Date: 6/14/22

**Tentative Agreement  
Between  
Rocklin Unified School District (District)  
And  
California School Employees Association and its  
Rocklin Classified Chapter No. 773 (CSEA)**

**For the 2023-2024 Reopener**

**June 20, 2023**

This Tentative Agreement is made and entered into by and between the Rocklin Unified School District (“District”) and the California School Employees Association and its Rocklin Classified Chapter No. 773 (together “CSEA”), collectively referred to as the (“Parties”) to resolve contract negotiations for the 2023-2024 school year. The parties agree to the following:

**Salary:**

- Based upon the Governor’s May revision, the current funded Statutory COLA is (8.22%) exclusive of reductions for other program funding sources.
- The increase for CSEA members for 2023-2024 is as follows: :
  - 4.7% Ongoing on all CSEA salary schedules
- Contingency Language:
  - Both parties agree to resume negotiations when appropriate and discuss any changes to the final adoption of the state budget (finalized on June 30, 2023), which may result in an increase in LCFF base funding.
- By agreeing to this proposal, the parties agree that during the 2024-2025 negotiations there is a continued joint commitment toward deficit reduction.
- The parties have reached this agreement in good faith and agree to support and promote the full approval by the Governing Board and members of CSEA.
- This agreement shall not be considered final and binding until approved by the District’s Governing Board and the membership of CSEA.
- Execution in Counterparts:
  - This agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have

been furnished and delivered to the Parties to this agreement. Signed copies, facsimile, or electronic versions of this agreement shall have the same force and effect as signature of the original.

Charles Baeldyn

CSEA

Date: 6/20/23

[Signature]

District

Date: 6/20/23