



AGREEMENT BETWEEN

SONORA UNION HIGH SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION
and its
SONORA CHAPTER #774

2022/23 – 2023/24 - 2024/25

Board Approved: 06/12/2023

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ARTICLE 1

DESIGNATION OF THE PARTIES

This Agreement is entered by and between the Sonora Union High School District (hereinafter "District" or "Board") and the California School Employees Association and its Sonora High School Chapter #774 (hereinafter "CSEA").

This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549.3 of the Government Code of the State of California.

ARTICLE 2

RECOGNITION

- 2.1 The District acknowledges that CSEA is the exclusive bargaining representative for all classified employees in the District except management, confidential, supervisory, substitutes or short-term employees.
- 2.2 The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA subject to the rules of the PERB. The District shall consult with CSEA Chapter President or designee on the inclusion into the unit of any new, combined, or restructured classified positions created or changed after the effective date of this agreement. A standing committee will be established for the purpose of this Article by September 15 of each year. The committee will be comprised of two (2) CSEA Unit members and two (2) CSEA alternates appointed by CSEA and two (2) non-unit members and two (2) non-unit member alternates appointed by the Superintendent or designee.
- 2.3 Review of Position: Review of position may include a request to review job description, salary, reclassification, etc.
 - 2.3.1 An employee may request a review of his/her position if significant changes have occurred that require a greater level of expertise and competency in his/her assignment. Written documentation supporting reasons for the review will be developed and signed by the employee and his/her immediate supervisor no later than February 1 of each year. If the immediate supervisor does not support the request for review of position, the supervisor's written justification of the denial must be provided within ten (10) working days. If the employee still believes a review of position process should be considered, the employee has the right of appeal to the superintendent to proceed with the request for review of position. If favorable, the documentation will then be submitted to the CSEA Chapter President for review. CSEA President's review shall be completed within 10 working days.
 - 2.3.2 If the CSEA Chapter President's review is favorable, within 5 days the Chapter President will schedule a meeting of the standing committee to discuss the request for review. The meeting shall take place no later than 20 working days following CSEA's favorable review.
 - 2.3.3 A representative of CSEA may be selected by the employee requesting the review to make the presentation to the committee. The requesting employee and his/her immediate supervisor will be present during the presentation to answer any questions the committee members may have prior to deliberations. The committee's recommendation shall be supported by no less than a three to one vote of the committee members. The findings and recommendations of the committee will be submitted to the Superintendent for action. The findings may include a new job title, a new job description, effective date, and placement on the salary schedule. The Superintendent may accept the recommendations of the committee or send the recommendations back to the committee for clarification or

reconsideration. The initial recommendation of the committee will be completed within 20 working days after CSEA schedules the meeting. Should the Superintendent send the recommendation back to the committee, the committee shall meet and respond to the Superintendent within 20 working days following the Superintendent's request for clarification or reconsideration. The recommendation of the committee becomes final once the Superintendent accepts it.

ARTICLE 3

AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Agreement, the following authorized agents have been designated:

The Board's principal authorized agent shall be the District Superintendent or his/her duly authorized representative.

CSEA's principal authorized agent shall be the Chapter President or his/her designee.

ARTICLE 4

DISTRICT'S RIGHTS

- 4.1 District retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the District and not abridged herein include, but are not limited to, the following: to manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to sub-contract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services, and to take whatever action necessary to prepare for or operate in an emergency.
- 4.2 Except as expressly limited by a specific provision of this Agreement or preemptive statutory law, nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the District by a law regulating, authorizing or empowering the District to act or refrain from acting. Likewise, nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights of any employee or the CSEA as such rights are embodied in the Education Code and Government Code of the State of California.

ARTICLE 5

CSEA RIGHTS

- 5.1 CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.
- 5.2 Release Time for Negotiations -- CSEA shall have the right to designate. No more than six (6) employees who shall be given reasonable release time for meeting and negotiating with representatives of the District.
- 5.3 Use of Facilities -- The right to use, without charge, institutional bulletin boards, mail boxes and use of the school mail system for the posting or transmission of information or notices concerning CSEA matters subject to reasonable rules established by the District. The right to use facilities and buildings without charge at reasonable times when not otherwise in use, subject to District regulations for the purpose of meetings concerned with the exercise of the rights generated by the EERA.
- 5.4 Release Time -- Employee requesting release time shall submit a request in writing or by telephone followed up by a written request. The Superintendent or his/her designees may grant release time depending on the efficiency of operation of the District and the individual departments.
- 5.5 Access -- CSEA representatives shall have the right of reasonable access to places where employees work during non-duty hours upon presentation of their CSEA credentials to the Superintendent or his/her designee.
- 5.6 CSEA representatives shall have the right to review employees' personnel files and any other records dealing with employees when accompanied by the employee or on presentation of a written authorization on a District form signed by the employee.
- 5.7 Other Rights -- CSEA shall have the right to receive one (1) copy of any public budget submitted to the Governing Board upon request. Nothing in this Agreement is intended to deny any absolute rights of CSEA which are contained in the Government Code or the Education Code of the State of California. Likewise, nothing in this Article is intended to limit, alter, supersede or to deny District rights as set forth in District Management Rights Article 4 clause or embodied in law.

ARTICLE 6

CHECK OFF AND ORGANIZATIONAL SECURITY

6.1 Check Off -- CSEA shall have the sole and exclusive right to have membership dues deducted from employees in the bargaining unit by the District. The District shall deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District.

6.2 Dues Deduction -- The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement and who have submitted dues authorization form to the District.

The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing 15 days or more after the District is notified of such change.

The District shall deduct the dues, in accordance with the dues schedule, from the wages of all employees who after the date of execution of this Agreement, become members of CSEA and submit to the District a dues authorization form. CSEA certifies that it shall maintain employee dues authorization.

6.3 Relevant Information --CSEA agrees to furnish relevant information needed by the District to fulfill the provisions of this Article.

6.4 Hold Harmless -- CSEA shall indemnify, save, and hold the District harmless from any and all claims, demands, or lawsuits, or any other action arising from this Article, including reasonable attorney's fees for District legal counsel. CSEA shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE 7

NO DISCRIMINATION

- 7.1 Discrimination Prohibited -- No employee in the bargaining unit shall in any way be unlawfully favored or unlawfully discriminated against in wages, hours or other terms and conditions because of his/her race or ethnicity, color, actual or perceived ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy or related conditions, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics at any District site and/or activity. Nor shall any retaliatory action be taken against any employee who complains, testifies, or in any other way participates in the District's complaint procedures regarding discrimination.
- 7.2 No Discrimination on Account of CSEA Activity -- Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights to engage or not to engage in contractual or lawful CSEA activity.

ARTICLE 8

SALARIES

- 8.1 Regular Rate of Pay -- The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix "A", which is attached hereto and by reference incorporated as part of this Agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.
- 8.2 Paychecks -- All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions. All employees in the bargaining unit shall be paid once per month, payable on or before the last working day of the month of the Tuolumne County Superintendent's Office. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
- 8.3 Payroll Errors and Lost Checks -- Any payroll check which contains an error resulting in insufficient payment for an employee, or which is lost after receipt or which is not delivered within five (5) days of mailing, shall be replaced and/or a supplemental check issued not later than five (5) working days following notice by the employee to the payroll department.
- 8.4 Promotion -- Any employee in the bargaining unit receiving a promotion to another bargaining unit position under the provisions of this Agreement shall be moved to the appropriate range and step of the new class. The employee's rate of pay shall insure not less than a 5% increase, except when the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

All employees receiving a promotion shall serve a probationary period of six (6) working months in the new position. If the employee's performance is unsatisfactory in the new position, he/she shall have the right to return to his/her former classification.

- 8.5 Change in Range/Step Placement -- When a position in the bargaining unit is moved to a higher range, the affected employee(s) in that position will be moved to that new range, retaining step placement.
- 8.6 Increments -- All employees who have served at least one year in the District shall advance on the salary schedule on July 1 according to the following schedule:

Progression on Salary Schedule (effective July 1, 2008)

- 8.6.1 A new employee is typically placed at step 1 in the appropriate classification.
- 8.6.2 A new employee may receive credit for experience in their classification at another district on a year-for-year basis with a maximum placement at step 3.
- 8.6.3 A new employee may receive credit for relevant experience in another industry. Credit will be given according to these guidelines:
- a. 3 – 5 years of experience placed at step 2

- b. 6+ years placed at step 3
- c. In no event shall a new employee be placed higher than step 3.

8.6.4 All employees will advance on the salary schedule after one (1) year of service. Their advancement will occur on the first day of their anniversary month. Subsequent annual salary contracts will be pro-rated based on the number of days worked at each step before and after the first day of the anniversary month until the employee reaches Step 5.

8.7 Compensation for an Employee Working Out of Classification -- An employee shall not be required to perform duties not a part of his/her classification except as provided in this section.

8.7.1 An employee assigned duties not a part of his/her classification for a period of time which exceeds five (5) working days within a fifteen (15) day period shall have his/her salary adjusted upward for the entire time he/she is required to work out of classification.

8.7.2 If assigned to duties normally performed by employees in a higher classification, the employee's rate of pay shall be moved to the appropriate range and step of the higher classification to insure not less than a 5% increase, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

Upon approval for a temporary assignment in a management position the bargaining unit member will be placed at the first step of the Classified Management Salary Schedule for the appropriate classification.

8.7.3 Under special circumstances, non-supervisory employees formally requested by administration/management to implement a written training plan for another employee during their work hours will be paid an additional 10% of their daily rate during that training period.

8.8 Compensation During Required Training/In-service Periods -- An employee who is required and directed to attend training/in-service sessions or otherwise engage in training of any kind shall receive compensation in the following manner:

8.8.1 If training occurs during regularly assigned working hours, he/she shall receive his/her regular salary.

8.8.2 If training occurs at times other than the employee's regular working hours, the employee shall be paid at the appropriate rate of pay as outlined in this Agreement.

All expenses directly related to participation in the required training/in-service activity shall be paid by the District. Nothing shall preclude the employee from arranging with his/her immediate supervisor to forego reimbursement and to assume all related expenses in order to earn professional growth activity units. Any such arrangements shall be reduced to writing and signed by both the employee and his/her immediate supervisor prior to the required training/in-service activity.

8.9 Field Trips -- All time spent on duty during field trips shall be compensated at the driver's

appropriate rate of pay as shown in this Agreement. The assigned bus drivers on any trip shall exercise good judgment as to whether they should remain with the bus at all times (except to attend to physical needs). They shall perform such bus cleaning and maintenance chores as needed. The assigned bus drivers' dinner break will be one half hour which will be unpaid time. All bus drivers should notify the administrator in charge or head coach when they leave for their dinner break.

On-duty time is defined as follows: (Highway Patrol Handbook 82.7, Annex A, Rev 6-98)

All time from the time a driver begins work, or is required to be in readiness to work, until the time he/she is relieved from work and all responsibility for performing work.

On-duty time includes:

- a. Time at a carrier or shipper plant, terminal, facility, or other private property, or any public property, waiting to be dispatched, unless the driver has been relieved from duty by the motor carrier.
- b. Time inspecting, servicing, or conditioning any vehicle.
- c. All driving time as defined in the term "drive or operate" in 13 CCR 1201.
- d. All time, other than driving time, in or upon any motor vehicle, except time spent resting in a sleeper berth as defined by the term sleeper berth in 13 CCR 1201.
- e. All time loading or unloading, supervising or assisting in loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- f. Time spent complying with driver requirements relating to accidents.
- g. All time repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.
- h. Performing any other work in the capacity of, or in the employ or service of, a common contract or private motor carrier.

All Bus Drivers are required to take a half hour unpaid, off-duty dinner break unless mutually agreed upon between the driver and the Transportation Supervisor that it would not be appropriate to do so.

- 8.10 Differentials - Any bargaining unit members with a regularly assigned work day extending after 6:00 P.M. shall receive an additional 35 cents per hour differential pay. Any bargaining unit member with a regularly assigned work day which requires more than ten (10) hours elapsed time for completion of the work day, or whose work day has a break of more than one hour, shall receive an additional 35 cents per hour differential pay. Bargaining unit members working field trips and/or assignments billed to outside organizations, school clubs or programs will not receive differential pay because these assignments are voluntary in nature. (Effective July 1, 2007)

ARTICLE 9

PROFESSIONAL GROWTH

The Professional Growth Article is designed to encourage classified employees to further their education and training. Such a program will benefit both the employee and the District as classified employees acquire new skills and abilities.

9.1 Eligibility

- 9.1.1 All permanent employees of the bargaining unit are eligible to participate in this program. The Units Contract Form must be completed in full prior to submission to the Superintendent or designee for final approval. Credit will be given for successfully completed courses or training.
- 9.1.2 Permanent, twelve month employees may utilize vacation days for the purpose of attending courses with the approval of the employee's immediate supervisor.
- 9.1.3 The employee must be working and not on leave of absence during the time the professional growth activity is undertaken.
- 9.1.4 Any training/in-service activities paid for by the district will not be used for professional growth credit unless an employee makes prior arrangements with his/her supervisor to forego reimbursements and to assume all related expenses in order to earn professional growth activity units. Any such arrangements shall be reduced to writing and signed by both the employee and his/her immediate supervisor prior to the required in-service/activity as stated in Article 8.7 of this agreement.

9.2 Nature of Professional Growth Activities

- 9.2.1 The professional growth activity must be job related. The professional growth may be earned through participation in a college course, community college course, adult school, trade school, staff development program, or through educational experiences, such as attendance at institutes, lectures, workshops or seminars sponsored by educational or professional associations.
- 9.2.2 The professional growth activity must be related to the following skill areas:
 - a. Communication skills (speech, English, writing, etc.)
 - b. Interpersonal Relations/Personal Growth Skills (psychology, sociology, technical skills outside of the employee's direct job assignment, etc.).
 - c. Job related technical skills (shorthand, typing, data processing, carpentry, computer technology, food services, first aid/CPR, security and safety, maintenance, grounds, transportation).
 - d. Child development.

9.3 Approval

- 9.3.1 Advance approval of the professional growth activity must be obtained from the Superintendent or designee before the work is begun. The employee shall submit the 'Units contract' form prior to beginning course work or attending the workshop/conference.
- 9.3.2 An employee who has been denied approval of an application by the Superintendent's designee may appeal to the Superintendent. The Superintendent will make the final decision.

9.4 Verification

- 9.4.1 Upon completion of the professional growth activity, written verification of successful completion shall be submitted to the Superintendent or designee for approval. A grade of "C" or better is required in order to receive credit for formal courses. For other activities, a certificate of successful participation is required. Where written verification may be difficult or impossible to obtain, the employee must, at the time initial application is made for the credit, work out a means of verification with the Superintendent or designee.
- 9.4.2 It is the employee's responsibility to notify the District of completion of the Professional Growth Activity. Unit verification must be received by the Superintendent or designee by June 30, for salary adjustment in the next fiscal year. If verification of completion of Professional Growth Activity is not presented to the Personnel Office by June 30, the units will not be lost but must be carried over to the next fiscal year.

9.5 Awarding of Credit / Compensation

Credit will be awarded on the basis of one (1) semester unit for each 15 hours of course/activity attendance. A permanent employee shall be granted a salary award of \$50.00 upon the successful completion of six (6) semester units or approved professional growth work. Each permanent employee may earn a maximum of four (4) awards. This amount will be paid to the employee as part of their annual compensation. The salary award will be ongoing.

ARTICLE 10

WORK SCHEDULES AND HOURS OF EMPLOYMENT

- 10.1 Workweek -- The workweek shall normally consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. It is understood that the determination of which five consecutive days is at the discretion of the District.
- 10.1.1 For 12 month employees, in the event of a fiscal year with greater than 260 week days, those additional days will be non-contract days and will be identified on the calendar during winter break.
- 10.2 Ten Hour Work Day -- The District may establish a 10-hour-per-day, 40 hour, four consecutive day workweek for all, or certain classes of its employees, or for employees within a class when, by reason of the work location and duties actually performed by such employees, their services are not required for a workweek of five consecutive days, provided the establishment of such a workweek has the concurrence of CSEA.
- 10.3 Workday -- Unit members shall be assigned a work schedule with a regular minimum number of hours per day, days per week and months per year, and with regular starting and quitting times. The District reserves the right to change an employee's regularly assigned starting and quitting time on a short-term basis not to exceed a period of fifteen (15) consecutive working days with written prior notice to the employee. The District shall not change an employee's regularly assigned starting and quitting time on a short-term basis for more than four instances per contract year unless agreed to by employee. (This does not apply to the Transportation Department.) The District shall meet and confer with the bargaining unit prior to implementing any permanent changes to an employee's assigned starting and quitting time.
- 10.3.1 Unit members asked to work beyond their contract hours (not eligible for overtime, as defined in 10.8 have the option to receive their regular rate of pay or accrue compensatory time with the supervisor's approval.
- 10.4 Adjustment of Assigned Time -- Any employee in the bargaining unit who is assigned to work at least fifteen (15) minutes or more per day in excess of his/her assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective the next pay period.
- 10.5 Increase in Time -- When additional time is assigned to a part-time position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of seniority until the assignment is made.
- 10.6 Lunch Periods -- All employees covered by this Agreement shall be entitled to an uninterrupted duty free lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time

employees at or about the midpoint of each work shift. Employees working five-and-one-half (5.5) hours, upon written mutual agreement, may waive their right to an uninterrupted duty free lunch. Employees shall be entitled to their rest period pursuant to Article 10.7.

- 10.6.1 When an emergency arises which requires an employee to work during his/her lunch period, the employee shall receive pay at the appropriate rate of pay as defined in this Agreement for all time worked during the normal lunch period, or in the alternative, have his/her lunch period rescheduled.
- 10.6.2 Cafeteria employees working four hours or more per day are provided an in-house lunch without cost.
- 10.7 Rest Periods -- All bargaining unit employees shall be granted rest periods which, insofar as practical, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) consecutive hours worked. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay of the employee.
- 10.8 Overtime -- An employee can only be compensated for overtime when it is authorized in advance by the immediate supervisor. Overtime is any time required to be worked in excess of eight (8) hours in any one-day or any time in excess of forty (40) hours in any calendar week. The District will provide either monetary compensation or compensatory time off at the option of the employee and approval of the supervisor at a rate equal to one and one-half (1 1/2) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence shall be construed as time worked by the unit member.
 - 10.8.1 When a four-day workweek is established by the District, the overtime rate shall be paid for all hours worked in excess of the required workday, which shall not exceed ten (10) hours. Work performed on the fifth, sixth and seventh days shall be compensated for at a rate equal to one and one-half (1 1/2) times the regular rate of pay.
 - 10.8.2 Notwithstanding the foregoing, the workweek for any unit member having an average work day of four (4) hours or more during the workweek shall consist of five (5) consecutive days in paid status (refer to 10.14). Such a unit member shall be compensated for any work required to be performed on the sixth (6) and seventh (7) day at a rate equal to one and one-half (1 1/2) times the regular rate of pay.
 - 10.8.3 When unit members are required to work on legal holidays or weekends, unless weekend work is the employee's contracted schedule, they shall be paid or given compensatory time off for such work at a rate of time and one-half (1 1/2) times the regular rate of pay.
- 10.9 Compensatory Time -- Compensatory time must be taken at times approved by the immediate supervisor. If comp time has not been used by the end of the current fiscal year, the hours will be paid. The employee may elect to roll over no more than 40 hours into the next fiscal year by submitting a request in writing to his/her supervisor at least 30

days before the end of the employee's assigned work year. All comp time will be logged and turned in to the immediate supervisor and the District office on a monthly basis.

- 10.10 Call Back -- Any employee called back to work after having left the work site after his/her regular assigned duty hours shall be compensated for at least two (2) hours of work regardless of actual hours of required work. This section does not include auxiliary bus runs which may fall between the morning and afternoon home to school run.
- 10.11 Fringe Benefit Credit -- All non-overtime hours in a paid status shall be credited toward vacation, sick leave, and health benefits.
- 10.11.1 Vacation hours accrued in extra duty paid status shall be paid annually in June.
- 10.11.2 Effective July 1, 2006 sick leave hours accrued in extra duty paid status shall be credited toward individual member balances if the member has accrued 4 or more hours that year. Member accruals of less than 4 hours shall be combined and credited to the catastrophic leave bank annually. CSEA will be notified annually of the balance transferred.
- 10.12 Distribution of Job Information -- Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.
- 10.13 Overtime Distribution -- The opportunity to work overtime hours within classification on a temporary basis shall be offered to each qualified employee on a seniority rotational basis, insofar as it is practical to do so. Persons declining the opportunity shall lose their turn in that rotation of the list. Nothing in this article shall limit the absolute right of the District to require the performance of overtime work when such is necessary to carry on the business of the District. Employees will be given at least 48 hours prior notice on assigned overtime, unless the need for the overtime work arises from an unforeseen circumstance.
- If no one accepts the offer of overtime and/or extra time, the supervisor/designee shall assign the work to the individual who is lowest in seniority and who is qualified and available within the department where the work is to be performed.
- 10.14 Hours in Paid Status -- "Hours in Paid Status" is defined to include all hours worked and time during which the employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence.
- 10.15 Date of Hire: First day worked in classification with the District.
- 10.16 Seniority -- Seniority shall be determined by date of hire. When an employee has been working in an on-site program that has been taken over by the district, for purposes of layoff only, seniority shall be calculated from the hire date with the original employer.

In the event more than one employee is hired on the same date, seniority will be determined by drawing lots on the first day of work in classification or as close as is

practical. The affected employees, the department manager, and a union representative will be present at this meeting.

- 10.17 Extra Duty Assignments -- The opportunity to work extra duty assignment hours within classification on a temporary basis shall be offered to each qualified employee on a seniority rotational basis, insofar as it is practical to do so. Persons declining the opportunity shall lose their turn in that rotation of the list.
 - 10.17.1 An employee who accepts an extra duty assignment in accordance with the provisions of this section shall receive, on a prorated basis, not less than the compensation and benefits applicable to that classification.
 - 10.17.2 All hours assigned to an employee for an extra duty assignment shall be considered "Hours in Paid Status" for the purpose of this Agreement.
- 10.18 When an offer of extra duty assignment is not accepted by an employee within the appropriate classification, the assignment shall be offered, insofar as it is practical to do so, to other bargaining unit members who have submitted written letters of interest in substitute work to the District. Seniority within the bargaining unit shall be given consideration in awarding such assignments. The District's obligation to offer such work to an interested bargaining unit member shall terminate if either 1) the immediate supervisor deems the resulting substitute job performance to be less than satisfactory or 2) the unit member declines three (3) consecutive offers of substitute work in a given year. Any employee working in a substitute capacity is not covered by the terms of this contract.
- 10.19 Community Volunteers -- The District may, after notifying CSEA, use volunteers to perform duties that are not routinely performed by classified staff on any of the Sonora Union High School District campuses. Such duties may include, but not be limited to, campus beautification projects. Prior to the performance of such volunteer work, the District shall meet and confer with CSEA regarding the scope of the project, the number of unit members needed to supervise the work, and what future impact, if any, the project may have on existing staff and workloads. The parties agree that the District may not use the terms of this provision to supplant the duties of current staff or preclude the rehiring of classified staff on the thirty-nine (39) month reemployment list. The terms of this provision do not negate the District's authority to employ short-term employees in accordance with Education Code section 45103.
- 10.20 Standby – The District may offer Standby Time and determine the duration of standby time to meet operational and emergency needs. Standby time is defined as compensated time in addition to the normal workday but substantially differs from normal work for Call Back Time.
 - 10.20.1 Employees assigned to the District Transportation Department shall be offered Standby Time in seniority order on a rotational basis. For purposes of providing Standby Time, the rotation will be established with each extra work bidding session in weekly increments. There shall be no Standby Time on Sundays. Employees who are unable to serve their assigned time shall contact the Director of Transportation as soon as possible and shall be replaced by an eligible employee on the list.
 - 10.20.2 Participation is voluntary.

- 10.20.3 The employee is relatively free to engage in personal activities while on Standby Time, however, the employee must remain fit for duty (as defined by the MCSA 5875 Form; DMV, CHP, and CDE requirements for transporting students in district vehicles), must be able to respond to the bus yard within one (1) hour of notification, and perform duties as required.
- 10.20.4 The employee shall be compensated by the Standby rate shown on the Classified Salary Schedule.
- 10.20.5 A flat rate of \$5 per hour will be added to the salary schedule for bargaining unit members who are on standby when school bus trips are out after 5:00 pm or on a Saturday.
- 10.21 On a voluntary rotation basis, drivers on trips, including but not limited to athletic events, field trips, and extracurricular trips who are required to remain on standby for the duration of the event for which the trip is made, shall be paid for all standby hours at their regular rate of pay. Whenever any combination of driving and standby hours in a day exceeds eight (8) hours, the employee shall be compensated at the appropriate overtime rate based on the employees pay rate.
- 10.22 Cancelled School Days and Work Days:
- 10.22.1 Definitions:
- 10.22.1.1 Cancelled School Days: A cancelled school day shall be a day where school is closed to students. Non-twelve month employees shall not report to work and shall receive full compensation. A cancelled school day shall not constitute a cancelled “workday” for twelve-month employees.
- 10.22.1.2 Cancelled Workdays: A cancelled workday shall be any workday or portion thereof that is cancelled by the District Administration or his/her designee. All employees scheduled to work on a cancelled workday shall receive their regular compensation. If a twelve (12) month employee is required to work on a cancelled workday, the employee shall be compensated pursuant to Article 10.8.
- 10.22.1.3 Inclement Weather Days: The start of a school day is delayed by two hours. Employees shall be compensated for all contracted hours. When the District calls an inclement weather school day, or cancels a school day, due to weather, reasonable accommodations shall be made by the superintendent or their designee for Unit Members to arrive safely to work. If Unit Members arrive within two hours of their regular start time they shall be paid for a full contracted day. If Unit Members arrive later than two hours from their regular start time, they may use vacation, compensatory or personal necessity time with the approval of their supervisor.

- 10.22.2 Non-twelve month employees shall be required to work the designated make up day(s) for cancelled school days (see Sonora Union High School District School Calendar).
- 10.22.3 When the District cancels a school day that must be made up on the designated make up day, any non-twelve month Unit Members who have commenced work on the school day that is subsequently cancelled, shall receive their regular compensation for the time worked that day, or a two hour minimum, whichever is greater. All non-twelve month Unit Members must work the designated make up day. If Unit Members are unable to work the make up day, they may use a vacation day or a personal necessity day with the approval of their supervisor.
- 10.22.4 When the District cancels a work day, and special circumstances arise, a supervisor may require Unit Members to work,

ARTICLE 11

EMPLOYEE EXPENSES AND MATERIALS

- 11.1 Uniforms -- The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniform, equipment, identification badges, and cards if required by the District to be worn or used by the bargaining unit employees.
- 11.2 Tools -- The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees with the exception of mechanics in the Transportation department, for performance of employment duties. For those mechanics in the Transportation Department, the District agrees to provide all specialty tools, metric tools, equipment, and supplies reasonably necessary for the performance of employment duties. Employees who have authorization to use their own tools and equipment in the course of their employment shall have such tools or equipment lost or broken on the job replaced with like kind by the District.
- 11.3 Replacing or Repairing Employee's Property -- The District shall fully compensate all bargaining unit employees for loss or damage to personal property during the performance of his/her employment activities. This section shall apply only if the loss is the fault of the District and the employee is found not to be negligent in his/her employment activities.
- 11.4 Safety Equipment -- Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear, or to reimburse the employee for the full cost of procuring such.
- 11.5 Physical Examinations -- The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment at a physician of the District's choice. Should the employee wish to visit his/her personal physician, the District shall reimburse the employee's physician at a rate equal to the fees charged by the physician at the District's choice.
- 11.6 Prohibited Use of District Equipment -- All District property including but not limited to District tools, equipment, supplies, and uniforms shall not be used by employees except for District business without prior permission.
- 11.7 Bus Driver Renewal Fee -- The District agrees to pay the C.H.P. required license renewal fee for bus drivers' certificate.
- 11.8 Bus Driver Meals -- When bus drivers are required to be on duty after the regular school days, meal reimbursement shall be according to BP 3350. Per IRS regulations, no meals and/or lodging reimbursements will be made to employees for travel/conferences that do not require the employee to travel overnight, or long enough to require substantial "sleep or rest." Incidentals paid for overnight travel only are paid each day starting the first day of travel.
- 11.9 Mileage -- Any employee required and directed to use his/her vehicle on District business shall be reimbursed at the IRS allowable rate for all miles driven.

ARTICLE 12

INSURANCE

- 12.1 Benefits -- The District contribution for employee insurance benefits is \$770.00 monthly (\$9,240 annually) for each full-time employee as of July 1, 2020.

Effective July 1, 2011, this contribution (CAP) will be used to cover the costs of medical, dental, vision, and basic life insurance within the group plans selected by CSEA, Chapter 774.

In the event that the Insurance Provider/Plan Administrator requires employee groups to limit the number of plan options available to unit members, the selection of that subset of plan options will be made by the General Membership. In addition, the selection of plan options is subject to specific guidelines defined by the Insurance Provider/Plan Administrator.

- 12.2 Employees who work less than full-time, but more than 15 hours per week will receive a pro-rated share of the benefits contribution based on the provisions described in 12.3. This amount may be applied toward the premiums of one or more of the insurances.

- 12.3 General Provisions – Effective July 1, 2021 – For purposes of determining District responsibility for premium payments for insurance (or benefits cap), the number of contracted work hours per day will be used to calculate a Full Time Equivalent or FTE. A 1.0 FTE (Full Time Equivalent) will be based on working six or more contracted hours per day. (e.g. 4 hour employees would receive 67% of the employer contribution; 5 hour employees would receive 83% of the employer contribution) An employee with a 1.0 FTE will receive the full district monthly contribution. The monthly contribution is one-twelfth of the negotiated annual amount.

The benefits cap for part time employees eligible to participate will be pro-rated, based on their FTE or Full Time Equivalent as described above.

- 12.4 District retirees may elect to continue on the District's health insurance plan, contingent upon carrier approval. All retirees taking this option shall assume responsibility for premium's cost.
- 12.5 Employees on leave without pay may continue their benefits coverage at their own expense during the period of the leave.

ARTICLE 13

EMPLOYEE EVALUATIONS

Initial placement is probationary for a period of not more than 130 days or six (6) months whichever is longer from the date of hire. At least two evaluations shall be conducted during the probationary period. Every probationary classified employee will be evaluated by his/her supervisor in writing at least twice each school year. The first evaluation will be within 60 working days of the date of hire and the second within 120 working days of the date of hire. Permanent employees will be evaluated at least once a year before June 1. Each employee will be evaluated in conference between the employee and his/her supervisor. Evaluations shall be on forms prescribed by the District.

ARTICLE 14

DISCIPLINARY ACTION

- 14.1 Probationary Employees -- 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.
- 14.2 Permanent Employees -- Permanent classified employees shall be subject to discipline only for just cause. Except in extreme cases, the District shall utilize a “progressive discipline” procedure which includes one or more of the following: oral warning(s), conferences with written memorandum of summary, and/or reprimand(s) in written form with the unit member having the right to respond in writing and have such response attached to the original reprimand, involuntary suspension without pay, dismissal, demotion, or reduction of pay step in class.
- 14.3 Causes -- Job specific training will be provided to all employees and training opportunities will be included as a mitigating factor in disciplinary action. The following constitutes just cause for disciplinary action against a permanent classified employee:
 - 14.3.1 Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records or any other District records.
 - 14.3.2 Incompetence.
 - 14.3.3 Inefficiency.
 - 14.3.4 Neglect of duty.
 - 14.3.5 Insubordination of the direct supervisor.
 - 14.3.6 Dishonesty.
 - 14.3.7 Drinking alcoholic beverages or being under the influence of a controlled substance while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon the employee or upon employees associated with him/her.
 - 14.3.8 Possessing alcoholic beverages or a controlled substance at work or furnishing alcoholic beverages or a controlled substance to a minor while acting in the capacity of a District employee.
 - 14.3.9 Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee’s ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this

purpose.

14.3.10 Absence without leave.

14.3.11 Immoral conduct.

14.3.12 Discourteous treatment of the public, students or other employees.

14.3.13 Improper political activity.

14.3.14 Misuse of District property.

14.3.15 Violation of District, Board or departmental rule, policy or procedure.

14.3.16 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's job description or otherwise necessary for the employee to perform the duties of the position.

14.3.17 Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.

14.3.18 A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by a competent medical authority, except as otherwise provided by contract or by law regulating the retirement of employees.

14.3.19 Unlawful discrimination, including harassment, on the basis of age race or ethnicity, color, actual or perceived ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy or related conditions, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics against the public or other employees while acting in the capacity of a District employee.

14.3.20 Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

14.3.21 Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District or his/her employment.

Except as provided in Section 14.3.19 above, no disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of disciplinary action unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the District.

14.4. Notice of Disciplinary Action -- In all cases involving a disciplinary action, the person

initiating the discipline shall file a written recommendation of disciplinary action with the Superintendent or designee. 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 notice of disciplinary action shall include:

- a. A statement of the nature of the disciplinary action (suspension without pay, demotion, reduction of pay step in class or dismissal).
- b. A statement of the cause or causes for the disciplinary action, as set forth above.
- c. A statement of the specific acts or omissions upon which the causes are based and shall include dates, approximate times and the general location where the chargeable specific acts or omissions occurred. 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.

- 14.5 Employment Status Pending Appeal or Waiver -- Except as provided herein, any employee against whom a recommendation of disciplinary 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 in conjunction with the recommendation of disciplinary 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, return receipt requested, immediately after issuance. Except in cases of emergency 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 (5) working 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 is being considered, the reasons for the proposed dismissal and proposed immediate suspension, materials upon which the proposed suspension is based, and the employee's right to respond to the Superintendent or designee orally (also known as a "Skelly Hearing") or in writing before the final recommendation and order are issued.

- 14.6 Time Limit of Suspension -- Except for a suspension imposed under Section 14.5 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than ninety (90) calendar days in any twelve (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.

- 14.7 Right to Appeal -- Within five (5) working days after receiving the recommendation of

disciplinary 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 postmarked no later than the time limit stated herein or any other time limit mutually agreed to by CSEA and the District. 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 above, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended disciplinary action into effect immediately.

- 14.8 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 Superintendent or designee 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 allegations may be made orally at the hearing and shall be noted on the record.

- 14.9 Hearing Procedures -- 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 representation and witnesses.

14.9.1 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 representation. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The Superintendent or designee may also have representation. 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.

14.9.2 All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California and who will be mutually agreed upon by CSEA and the District) 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 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.

14.9.3 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 ten (10) working days after the proposed decision

is filed by the Board. The Board may:

- a. Adopt the proposed decision in its entirety.
- b. Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.
- c. Reject a proposed reduction in personnel action, approve the personnel action sought by the Superintendent or designee or any lesser penalty, and adopt the balance of the proposed decision.
- d. Reject the proposed decision in its entirety.

14.9.4 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 Section 14.9.3 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 ten (10) days after the proposed decision is filed by the Board.

14.9.5 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 file and introduced into evidence at the hearing, provided that the records of a previous personnel action are not older than two (2) calendar years prior to the date of notice of proposed disciplinary action.

14.10 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 and his/her designated representative personally or by registered mail. The decision of the Board shall be final.

ARTICLE 15

TRANSFERS AND VACANCIES

- 15.1 Interview Consideration -- If a new position is created or any existing position becomes vacant, internal candidates who meet the minimum job qualifications will be offered an interview, after submitting a letter of interest and necessary paperwork.
- 15.2 Posting of Notice -- Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of at least three (3) full working days. Any employee who will be on leave or layoff on the date the position is posted shall be mailed a copy of the notice by First Class mail.
- 15.3 Notice Contents -- The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 15.4 Definition of Transfer -- The definition of a transfer is a reassignment from one position in a classification to another position in the same classification. This includes an increase in hours worked within that classification.
- 15.5 Definition of Promotion -- The definition of a promotion is a change in assignment to a classification at a higher range on the salary schedule.
- 15.6 Voluntary and Involuntary Transfers -- A voluntary transfer is a transfer initiated by the employee, by filing with his/her immediate supervisor and the District Superintendent. An involuntary transfer is one initiated by the District for disciplinary reasons or lack of work or lack of funds. A vacancy to which an employee is being involuntarily transferred shall not be advertised as a vacancy open for voluntary transfer.
- 15.7 Seniority -- Seniority shall be a consideration in the filling of any vacancies.
- 15.8 Medical Transfers -- The District shall give alternate work when same is available to an employee who is qualified to do the work, whose most recent evaluation is at least satisfactory and who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, lateral transfer to a related class, and with the employee's permission, demotion. Justification for a medical transfer must be verified by a statement from the employee's doctor. The District may require verification from a doctor of the District's choice.
- 15.9 Mileage Compensation During Temporary Assignments -- The District shall compensate any employee, at the IRS allowable reimbursement rate, who is assigned to a temporary work site which exceeds his/her normal home to regular work site mileage by five (5) miles or more.
- 15.10 Additional Considerations -- When a position becomes open or a new position is made and a single employee applies, who meets all qualifications, he or she may be hired without an interview.

ARTICLE 16

LEAVES

For the purpose of this article, except for 16.7 Other Sick Leave and 16.8 FMLA and CFRA programs, immediate family is defined as:

- child (biological, adoptive, foster, step, legal ward, or to whom employee stands in loco parentis), regardless of age or dependency status;
- parent (biological, adoptive, foster, step, legal guardian, or person who stood in loco parentis when employee was a minor) of the employee or the employee's spouse/registered domestic partner;
- spouse or registered domestic partner;
- grandparent;
- grandchild;
- sibling;
- daughter-in-law, son-in-law, brother-in-law, sister-in-law;
- step brother, step sister;
- aunt, uncle, niece, nephew;
- any relative living in the immediate household of the employee unless otherwise defined.

16.1 Sick Leave -- An employee shall be granted twelve (12) days of leave of absence for illness, quarantine, or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service. An employee who is employed for less than a full fiscal year of service is entitled to that proportion of twelve days leave of absence for illness, quarantine, or injury as the number of months he/she is employed bears to twelve (12). Example: 12 month employee receives 12 days; 10 month employee receives 10 days. All contemplated absences must be reported to the supervisor as early as possible so that arrangements for the substitute employee can be made.

16.1.1 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of service with the District. Employees who terminate their employment with the District and have used more sick leave than they have accrued at time of termination shall have those extra unearned days deducted from their final check.

16.1.2 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

An employee may be required to provide a medical professional's written verification for any sick leave in excess of five (5) consecutive days. Should

sick leave abuse be suspected, a medical professional's written verification may be required immediately.

Note: A medical professional is defined as a person in the medical field with a DEA number (Drug Enforcement Administration) authorized to issue medication prescriptions, i.e. Physician (MD or DO), Nurse Practitioner, or Physician Assistant.)

- 16.1.3 Sick leave may be used for diagnosis, care, or treatment of an existing health condition or preventative care for an employee or an employee's immediate family member. Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking; or for any other purpose required by federal or state law.
- 16.2 Transfer of Sick Leave from Other Districts -- The District shall accept verified unused sick leave transferred from other public school employers in California for classified employees, providing that the employee has accepted employment in this District within one (1) year of the termination of his/her former employment with another public school District in California.
- 16.3 Notification of Accrued Leave -- The District will notify each employee of the balance of his/her accrued leave once each school year, normally by November 1 on the annual payroll contract. Updated balances will be printed on the employees' monthly salary statements.
- 16.4 Industrial Accident and Illness Leave -- In addition to any other benefits that an employee may be entitled to under the Workers' Compensation Laws of this State, employees shall be entitled to the following benefits:
 - 16.4.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to 60 working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
 - 16.4.2 Payment for wages lost on any day shall not, when added to an award granted the employee under Workers' Compensation Laws of this State, exceed the normal wage for that day.
 - 16.4.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation Laws of this State at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay. Leave benefits begin on the day of accident/illness.
 - 16.4.4 Any time an employee on Industrial Accident or Illness leave is able to return

to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

16.4.5 The District may require a statement from the employee's medical professional saying that he/she can resume duties without limitation or impairment.

16.5 Pregnancy Disability Leave -- The District shall provide for a leave of absence from duty for any classified employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's medical professional. A letter verifying the length of the temporary disability shall be signed by the employee and the employee's medical professional and filed in the District Personnel Office. Disabilities caused or contributed to by pregnancy, miscarriage, and childbirth are, for all job-related purposes, temporary disabilities, and shall be treated as such under any health or disability insurance or sick leave plan available in connection with employment by the District.

Leave granted for pregnancy shall not constitute a break in continuity of service required for classification as a permanent employee. No unpaid leave after the first year shall be credited for the purpose of attaining seniority or salary increases.

Upon return to work, the employee shall be reassigned her former position provided the position she occupied at the onset of her leave still exists. Should said position no longer exist, she shall be reassigned as nearly as practical to the position which she held at the commencement of the leave.

The Employee may use any accrued sick leave as well as differential leave once all fully paid leave is exhausted.

The District shall continue to provide and pay premiums for all insurance programs while the employee is on approved maternity leave of absence but not during any extensions thereof. The employee may exercise the option to continue these premiums.

An employee may request an extension of the maternity leave for child rearing purposes. The decision to grant such a leave will be contingent upon the district's ability to secure a suitable replacement.

16.6 Spousal/Registered Domestic Partner Leave -- Personal necessity leave of up to five (5) days may be used during childbirth and recovery. Up to three (3) additional days of sick leave may be granted in the event of complications related to miscarriage, childbirth, or pregnancy. A medical professional's statement may be required to obtain the additional three (3) days.

Any employee may request an extended spousal/registered domestic partner leave of absence without pay up to six (6) months for the purpose of child-rearing. The decision to grant such a leave will be contingent upon the district's ability to secure a suitable replacement.

The District shall continue to provide and pay premiums for all insurance programs while the employee is on approved spousal/registered domestic partner leave of absence but not during any extension thereof. The employee on extended spousal/registered domestic

partner leave may elect to continue his District-provided medical coverage at his expense.

- 16.7 Entitlement to Other Sick Leave -- A regular classified employee shall, once a year, be credited with a total of one-hundred (100) working days of paid sick leave, including days to which he/she is entitled under section 45191, of the California Education Code. Such days of paid sick leave, in addition to those required by Section 45191, shall be compensated at not less than fifty (50) percent of the employee's regular salary. The paid sick leave authorized shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.

This paid sick leave is to continue with 50% pay during long term or serious illness or injury. The employee must be under a medical professional's care. Effective the first day of this 50% pay, a medical professional's written verification is required. Absences that do not meet these requirements, when all other leaves have been exhausted, will be considered unpaid leave. If such written verification is not provided, payroll deductions will be made for those unpaid absences.

- 16.8 Other Leaves (as provided by California Education Code and Federal and State Law)

16.8.1 Family and Medical Leave Act (FMLA) - FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances. Unpaid leave must be granted for *any* of the following reasons:

- a. For the birth and care of the newborn child of the employee;
- b. For placement with the employee of a son or daughter for adoption or foster care;
- c. To care for an immediate family member (spouse, child, or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition.

16.8.2 California Family Rights Act (CFRA) - To be eligible for unpaid CFRA leave, an employee must have more than 12 months of service with the employer and have worked at least 1,250 hours for that employer in the 12-month period before the leave begins. Leave may be taken for the following reasons:

- a. For the birth and care of the newborn child of the employee;
- b. For placement with the employee of a son or daughter for adoption or foster care;
- c. To care for an immediate family member (spouse, child, or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition.

In addition to the family care and medical leave requirements of the CFRA, employers of five or more persons have additional obligations to provide Pregnancy Disability Leave

(PDL). An employee disabled by pregnancy is entitled to up to four months disability leave. For example, an employee could take four months pregnancy disability leave for her disability, and 12 weeks CFRA leave to care for and bond with the baby.

In general FMLA and CFRA leaves run concurrently from first day of absence with paid leaves. If PDL leave is involved, PDL and FMLA leave would run concurrently from first day of absence. CFRA leave would run consecutively, after the birth of the child.

16.8.3 Child Bonding Leave - Assembly Bill (AB) 2393 allows employees on Maternity/Paternity Leave under CFRA (Calif. Family Rights Act) to receive 50% pay rule (differential pay) for up to 12 school weeks for “bonding leave” for the birth or placement of a child in connection with adoption or foster care.

To be eligible for this paid leave, an employee must have worked the previous 12 months (regardless of hours worked) and must first exhaust all available sick leave. This leave runs concurrently with parental leave granted under CFRA. An employee who elects not to exhaust sick leave during the bonding leave is ineligible for the differential pay.

An employee is only provided one 12-week 50% pay rule period per maternity/paternity leave. If a school year ends before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.

A bonding leave need not be taken in one continuous period. Under CFRA regulations, the minimum duration of leave is two weeks; however, employers must grant requests of less than two weeks on two occasions and may grant additional requests for leaves lasting less than two weeks. Any leave taken must be concluded within one year of the birth or placement of the child.

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

16.10 Additional Leave for Non-Industrial Accident or Illness -- An employee who has exhausted all entitlement to sick leave, compensatory overtime, vacation, or other available paid leave may, upon written request, be granted additional leave for up to eighteen (18) months (not to exceed increments of 6 month periods) on a paid or unpaid basis at the option of the District. Ed Code 45195

16.11 Bereavement Leave -- All employees of the District are entitled to three (3) days bereavement leave upon the death of any of the members of an employee's immediate family.

16.11.1 Up to two (2) additional days of Bereavement Leave shall be granted for travel outside of California or that exceeds 300 miles round-trip within the state. The District may require a signed statement in which it could verify the travel of 300 miles or more.

16.11.2 Bereavement leave is granted in addition to any other leaves of absence provided by law; such bereavement leave is not accumulative.

- 16.12 Personal Necessity Leave -- Up to seven (7) days of absence earned for sick leave may be used by the employee, at his/her election, in case of personal necessity on the following basis:
- 16.12.1 The death of a member of the employee's immediate family or household when additional leave is required beyond that provided under Bereavement Leave of this Article.
 - 16.12.2 As a result of an accident involving an employee's person or property or the person or property of his/her immediate family or household.
 - 16.12.3 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party or witness.
 - 16.12.4 The personal business must be of such a nature that it could not be handled during off-duty hours.
 - 16.12.5 Employees may use up to four (4) days of personal necessity leave as Discretionary Leave without further explanation.
 - 16.12.6 Such "Other Personal Necessity" as may be approved by the Superintendent.
 - 16.12.7 Any days of leave taken under this section shall be deducted from sick leave.
- 16.13 Jury Duty -- An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee his/her regular rate of pay subject to the forfeiture of jury duty allowance excluding meals, mileage, and/or parking allowance. If released early, the employee will contact his/her supervisor or designee to determine if the employee needs to complete his/her regular work duty for the remainder of his/her shift or be released without use of accrued leave.
- 16.14 Military Leave -- Military leave shall be allowed as required by law.
- 16.15 Catastrophic Illness Leave -- Classified employees may participate in the Catastrophic Leave program as detailed in Administrative Regulation 4261.9.
- When a catastrophic illness or injury incapacitates an employee or a member of his/her family for an extended period of time and the employee has exhausted all paid leaves of absence, the employee may request access to the catastrophic leave bank. When the leave bank is close to being exhausted, the district will put out a call and employees may donate accrued vacation and/or sick leave credits to the catastrophic leave bank.
- Donations made under the catastrophic leave program shall be strictly voluntary and irrevocable.
- To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave fewer than 15 days.
- When employees resign, retire, or are laid off, they may donate all accrued sick leave to the Catastrophic Leave Bank.
- 16.16 Benefits During Paid Leave -- No absence under any paid leave provision of this Article shall be considered as a break in service for any employee who is in paid status, and any

benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

ARTICLE 17

VACATION

- 17.1 Eligibility -- All employees shall earn vacation time with full pay under this Article. Vacation benefits are earned on a fiscal year basis -- July 1 to June 30.
- 17.2 Paid Vacation -- Vacation shall be scheduled with the approval of their immediate supervisor and used during the current work year.
- 17.3 Accumulation -- Vacation time shall be earned and accumulated on a monthly basis as indicated below:
- a. Years 1 through 3 years of consecutive service: maximum of ten working days (based on 0.03846 hours of vacation per hour in paid status, not including overtime).
 - b. Years 4 through 9 years of consecutive service: maximum 15 working days (based on 0.0577 hours of vacation per hour in paid status, not including overtime).
 - c. 10 or more years of consecutive service: maximum 20 working days (based on 0.0769 hours of vacation per hour in paid status, not including overtime).

Vacation with pay benefits shall be provided on a pro-rata basis for employees classified as less than full-time employees.

- 17.4 Vacation Carry-over -- Employees shall not be permitted to carry over more than one-hundred sixty (160) hours of vacation as of June 30 of each year. The excess balance above one-hundred sixty (160) hours on June 30 shall be paid to the employee by September 30 of each year.
- 17.4.1 Vacation accrued prior to June 30, 2022, shall not be affected by this vacation carry over maximum.
- 17.5 Vacation Pay Upon Termination -- When an employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 17.6 Vacation Postponement -- If an employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year or he/she may request to receive compensation for all vacation earned and accumulated during the fiscal year.
- 17.7 Interruption of Vacation -- An employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided the employee supplies notice and supporting information regarding the basis for such interruption or termination to the District.

- 17.8 Holidays During Vacation -- An employee shall be granted an additional day's vacation and pay for each holiday falling within that period of his/her scheduled vacation.
- 17.9 Vacation Scheduling -- Vacations shall be scheduled at times requested by employees, in order of seniority, so far as possible within the District's work requirements. The District retains control of the schedule. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference. Once a vacation is approved, an employee with more seniority may not bump that vacation.
- 17.10 Vacation Pay Calculation -- Vacation is based on total hours in paid status only and is paid at rate of pay earned at the time of taking vacation.

ARTICLE 18

HOLIDAYS

- 18.1 Scheduled Holidays -- The District agrees to provide all employees in the bargaining unit with the following paid holidays:
1. Independence Day - July 4
 2. Labor Day - first Monday in September
 3. Veteran's Day
 4. Admission Day - taken the Wednesday before Thanksgiving unless modified by consultation with the District
 5. Thanksgiving Day - the Thursday proclaimed by the President
 6. Friday following Thanksgiving Day
 7. Christmas Eve Day - December 24
 8. Christmas Day - December 25
 9. New Year's Eve Day - December 31
 10. New Year's Day - January 1
 11. Martin Luther King Day - per Board approved calendar
 12. Lincoln's Day - per Board approved calendar
 13. President's Day - Third Monday in February
 14. Spring Vacation Day - Friday of the week of spring recess
 15. Memorial Day - Last Monday in May
 16. Juneteenth National Independence Day – June 19
- 18.2 Additional Holiday -- Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving or holiday, or any day declared a holiday by the Governing Board under Education Code Sections 37222, 37221, or 1318 or their successors that results in a non-student day shall be a paid holiday for all employees in the bargaining unit.
- 18.3 Holidays on Weekends -- When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday. The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this article.

- 18.4 Holiday Eligibility -- During an employee's annual work calendar, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday, except as otherwise provided in this section.

Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, January 1, or Spring Vacation Day, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

- 18.5 The District shall meet and confer with CSEA before taking action to adopt a new school year calendar or to revise an existing calendar.
- 18.6 When a holiday(s) falls during the workweek as may be established in 10.2 employees shall work eight (8) hour days during that week.

ARTICLE 19

EARLY RETIREMENT BENEFIT PROGRAM

Classified employees who wish to retire before being eligible for Medicare will be provided a retirement benefit program by the District.

19.1 Benefits

19.1.1 Employees will receive District paid support toward a health insurance program. The amount of support will be determined by the employee's years of service in the District. The support provided will be based on the District's current annual benefit cap being provided at the time of the employee's retirement. The dollar amount is to be applied to the plan of their choice or received as a monthly retirement supplement.

19.1.2 The retirement benefit allowance will be paid from the time the employee retires until the retiree reaches age 65, becomes Medicare eligible; or, for 7 years, whichever comes first.

19.1.2.1 These benefits may be prorated to extend the years of coverage not to exceed the maximum dollar amount described in 19.1.1 and 19.1.3.

19.1.3 The amount of this benefit is based on the number of years of service in the district:

<u>Service in years</u>	<u>Amount</u>
15 - 17 years of service	80%
18 - 19 years of service	90%
20 years or over	100%

19.1.4 Should the retiree's death, or the death of an employee otherwise eligible to retire, precede that of his/her dependents (spouse or registered domestic partner and children defined as "eligible for coverage" by the current health insurance carrier), the retirement benefit will be provided to those eligible dependents for the duration of the Retirement Agreement in place at the time of his/her death or until the dependents reach age 65, become Medicare eligible or lose eligibility, whichever comes first.

19.2 Eligibility Requirements

19.2.1 Employees must have provided 15 continuous years of service to the District prior to retirement.

19.2.2 Employees must file for retirement benefits with PERS prior to retirement.

19.2.3 Written notice must be received by the District of the employee's intention to retire at least forty-five (45) calendar days prior to the last day of work.

Nothing in this article shall prohibit the District, with mutual agreement of CSEA President or designee, from negotiating retirement benefits with any prospective CSEA retiree whose retirement needs do not fall within the parameters of this article.

ARTICLE 20

BIDDING PROCEDURES: TRANSPORTATION DEPARTMENT

20.1 Definitions

20.1.1 Seniority -- For the purpose of bus route bidding only, seniority will be based upon the bus driver's most recent date of hire within a bus driver classification.

20.1.2 Bus Route -- is a regular home to school route, school to home route, or regularly scheduled mid-day route.

20.1.3. Extra Work -- is a field trip or other work that occurs on an irregular basis.

20.2 Bidding Procedures

20.2.1 The District shall establish bus routes for the school year and hold a bidding session(s) for bus drivers on or before October 1, January 1, and April 1 of each school year. A list of established routes shall be made available to all bus drivers at least five (5) working days prior to bidding. The District shall assign these routes according to the driver's bid, provided the driver is qualified to drive the assigned bus and equipment as directed by the Director of Transportation and/or the Special Needs Transportation Supervisor.

20.2.2 Until the subsequent bidding procedure is complete, drivers will maintain the same routes they drove in the previous round of bidding. New routes will be offered by the Director of Transportation and/or Special Needs Transportation Supervisor according to driver seniority until bidding occurs.

20.2.3 Service Needs, Resignations and Other Vacancies -- Shifting service needs may alter coverage required and necessitate changes in time assigned to bus routes, which may have the effect of reducing or increasing the time of regularly assigned time for bus drivers. When such changes occur, the bidding procedures shall be implemented based upon driver seniority and put into effect in the next available bidding session. Drivers may choose to waive the bidding process. The waivers must be submitted in writing and must be unanimous among drivers. If a waiver is not unanimous, the normal bidding process shall take place. Runs that are added or deleted during the year shall cause the bidding process to be implemented as above. If no qualified driver submits a bid for an available run, the Director of Transportation and/or Special Needs Transportation Supervisor shall assign the run at his/her discretion.

20.2.3.1 A driver whose bus route is less than his/her assigned hours shall be assigned work at the discretion of the District to make up the time.

20.2.4 Procedures for Regular Education Transportation

20.2.4.1 When changes occur after the bus routes have been bid for the year, and the changes result in an increase or decrease in the assigned time of

fifteen (15) minutes or more, the routes (home to school, school to home, mid-day, early or late routes) shall be re-bid bid on the next bidding session.

20.2.5 Procedures for Special Needs Student Transportation

- 20.2.5.1 When changes occur after the bus routes have been bid for the year, and changes result in an increase or decrease in the assigned time of thirty (30) minutes or more, the routes (home to school, school to home, mid-day, early or late routes) shall be re-bid on the next bidding session.
- 20.2.5.2 Extra work such as therapy runs and extra runs will be offered on a seniority rotational basis pending availability, feasibility of assignment and cost efficiency.
- 20.2.5.3 Filling time – If a bus route loses less than thirty (30) minutes time after the annual selection process, it is the District's responsibility to fill the hours until a vacancy or newly created route with the appropriate number of hours becomes available. At that time the driver will be offered the assignment and have the right of first refusal. If the driver refuses the assignment, it will be considered a voluntary reduction in contract.
- 20.2.5.4 When an extra duty trip is canceled at no fault of the driver, the affected driver shall have bidding priority on the subsequent round of extra duty trips.

ARTICLE 21

DRUG TESTING - BUS DRIVERS

21.1 Drug Testing

21.1.1 Unit members who are required to possess a Class A or B commercial driver's license shall be subject to drug/alcohol testing pursuant to the requirements of the Omnibus Transportation Employee Testing Act of 1991 as fully adopted by Board Policy 4112.41.

21.1.2 Effects of a positive test:

Sonora Union High School District maintains a drug and alcohol free workplace. The Governing Board hereby notifies all employees that it will not tolerate any employee's use of drugs and/or alcohol prior to or during their performance of their job duties.

An employee whose alcohol test indicates an alcohol concentration level between .02 and .04 or whose drug test indicates the presence of a controlled substance (excluding prescription medication) below the minimal levels as set forth in the Omnibus Transportation Employee Testing Act of 1991 shall be immediately suspended without pay for at least sixty (60) working days.

This employee shall not return to paid status or perform any safety-sensitive duty until the driver has:

21.1.2.1 Been evaluated by a qualified substance abuse professional chosen by the bus driver, who shall determine what assistance, if any, is needed to resolve alcohol problems.

A substance abuse professional is a licensed physician (medical doctor or doctor of osteopathy), or licensed or certified psychologist, social worker, employee assistant professional, or addiction counselor (certified by a national association of alcoholism and drug abuse counselors certification commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

21.1.2.2 If the substance abuse professional determines that a rehabilitation program is needed, the driver shall participate and complete the program at the employee's own expense.

If the substance abuse professional determines a rehabilitation program is not needed, the driver must participate in a drug or alcohol training program approved by the District.

21.1.2.3 Once the employee completes the appropriate program and passes a return-to-duty test with an alcohol concentration of less than .02 or a verified negative result for controlled substance use, the driver shall be

reinstated to his/her former position. Bus drivers returning to duty after the sixty (60) days shall be subject to at least six (6) tests in the first twelve (12) months of return to duty.

21.1.3 Notwithstanding the above stated provisions, bus drivers may be subject to immediate dismissal if:

- 21.1.3.1 The bus driver tests positive for drug or alcohol after performing any safety-sensitive function;
- 21.1.3.2 The bus driver refuses to submit to any tests authorized by the Omnibus Transportation Employee Testing Act of 1991;
- 21.1.3.3 The bus driver's alcohol concentration is .04 or greater prior to performing any safety-sensitive function;
- 21.1.3.4 The bus driver's drug test is above the minimal levels as set forth in the Omnibus Transportation Employee Testing Act of 1991.
- 21.1.3.5 The bus driver fails to complete the rehabilitation program recommended by the substance abuse professional or the drug or alcohol educational program approved by the District.
- 21.1.3.6 The bus driver tests positive for alcohol or controlled substances within twelve (12) months after return to duty following completion of the rehabilitation or educational program.

21.2 The District and the Governing Board are prohibited from dictating the activities of its employees during non-working hours unless such activities affect the employees' performance at work. If an employee arrives at work and believes he or she would test positive for alcohol and/or drugs, the employee must immediately report such information to his/her supervisor. The employee will be immediately subjected to a test. If the employee tests positive for alcohol or drugs, the District shall place such employee on leave while the employee is evaluated by a qualified substance abuse professional of his/her choice. The employee may use any sick or vacation leave available.

The employee shall turn over the results of the evaluation to the District. Following the evaluation by the qualified substance abuse professional, the employee shall follow the recommendations of the substance abuse professional. If the substance abuse professional determines that a rehabilitation program is needed, the driver may not return to work until the program is completed. If the substance abuse professional determines that a rehabilitation program is not needed, the driver may return to work on the condition that the driver completes the alcohol or drug educational program. During the next sixty (60) days, the driver shall be subject to unannounced follow-up testing as determined appropriate by the District.

ARTICLE 22

GRIEVANCE PROCEDURE

- 22.1 Policy -- It is the policy of the Sonora Union High School District to develop and practice reasonable and effective means of resolving difficulties which may arise among employees, to reduce potential areas of grievances, and to establish and maintain recognized two-way channels of communications between classified staff members and District management. This grievance procedure is provided for the prompt and equitable resolution of differences. The most effective solution is found when these differences are resolved at or close to the point of origin.
- 22.2 Definitions
- 22.2.1 Grievance -- A grievance is any alleged violation of the express terms and conditions of this Agreement.
- 22.2.2 Conferee -- A conferee may be a fellow staff member, department head, supervisor, administrator, employee organization or employer representative.
- 22.3 Procedure -- Grievances should be discussed by private conference between the parties involved without conferees. At least one private meeting between the parties to a disagreement should take place before the formal grievance procedure is invoked. The parties should seek to adjust the difficulty at the point of origin by: Obtaining advice from any appropriate division of the central office staff and/or consulting with conferees. If the grievance is not resolved at a private conference, then the grievant may declare that a grievance exists and the provisions of this regulation will be implemented. If the same complaint or substantially the same complaint is made by more than one employee against one respondent, only one employee on behalf of him/herself and the other complainants, may process the complaint through the adjustment procedure. Names of all aggrieved parties shall appear on any documents related to the settlement of the grievance. At any formal level of the grievance procedure (I-III), the grievant or the management of the District may be represented by a conferee.
- 22.3.1 Supervisor's Level (Level I) -- Within twenty working days after the complainant knew, or by reasonable diligence could have known of the condition upon which the grievance is based, the complainant must present his grievance in writing to the supervisor with immediate responsibilities for the position to which the complainant is assigned. This statement shall be a clear, concise statement of the grievance, the circumstances on which the grievance is based, the persons involved, the decision rendered at the informal conference, the remedy sought, and an outline of action taken to adjust the complaint. Either party to the grievance shall have the right to request a personal conference in order to resolve the grievance. The supervisor shall consider the grievance, render a decision, and communicate his/her decision to the grievant in writing within ten working days after formally receiving the grievance.
- 22.3.2 Superintendent's Level (Level II) -- The classified staff member may appeal the decision from Level I, in writing, to the Superintendent within ten working days after receiving it and may request a hearing. If requested, the hearing shall be

held within ten working days at which time the classified staff member may bring a conferee of his/her choice. The Superintendent shall consider the grievance, render a decision and shall communicate his/her decision to the classified staff member in writing within ten working days after the hearing.

22.3.3 Arbitrator's Level (Level III): If a satisfactory settlement of the grievance cannot be reached at Level II, the matter may be referred to an arbitrator within twenty (20) working days.

22.3.3.1 The arbitrator will be selected from a list submitted by the State Mediation and Conciliation Service. Each party will then alternately strike names until only one name remains. The order of striking will be determined by lot.

22.3.3.2 The arbitrator selected will hold hearings and issue findings which will be advisory on both parties not later than thirty (30) working days from the date of the close of the hearing.

22.3.3.3 The arbitrator's recommendation will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted unless agreed to by the parties. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement or which adds to, subtracts from, or modifies any of its terms.

22.3.3.4 The cost of any arbitrator and hearing will be mutually borne equally by the parties. All other expenses will be borne by the party incurring them.

22.3.4 Referral to the Board of Trustees -- If either the Association or the District is not satisfied with the recommendation(s) of the advisory arbitrator, the matter will be referred to the Board of Education within fifteen (15) days after receipt of the advisory arbitrator's report. The Board will, within thirty (30) days after said referral, render a final determination of the grievance. Within ten (10) days after its determination, the Board will give its decision in writing to the grievant.

ARTICLE 23

SAFETY

District Compliance -- the District and employees shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law. No retaliatory action shall be taken against any employee who reports, provides testimony, supports, or in any other manner participates in the disclosure of a safety-related issue.

ARTICLE 24

CONCERTED ACTIVITIES

- 24.1 No Concerted Activity -- It is agreed and understood that there will be no CSEA authorized, sanctioned or permitted strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the CSEA or by its officers, agents, or members during the term of this Agreement, including the recognition of picket lines or additional compliance with the request of other labor organizations to engage in such activity.
- 24.2 CSEA Obligation -- The CSEA 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 CSEA, the CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 24.3 Discipline -- It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

ARTICLE 25

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.

In the event the courts invalidate any article or section of this Agreement, either party may, within ten days, request to meet and negotiate for the purpose of replacing the invalidated provision. Should such a request be made, the parties agree to commence negotiations within thirty days or as provided by law.

ARTICLE 26

LAYOFF

Procedures -- Whenever, because of lack of work or lack of funds, it becomes necessary to lay off permanent or probationary employees, such layoff shall be conducted in accordance with procedures set forth in the sections below.

- 26.1 Persons laid off because of lack of work or lack of funds are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants, provided they meet qualifications for the position. In addition, such persons laid off have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or who choose to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid re-employment list, they shall be ranked on that list in accordance with their proper seniority. Employees in laid off status who refuse three offers of re-employment shall be deemed to have exhausted any and all rights to re-employment.
- 26.2 No volunteer, substitute, short-term employee or student will perform work ordinarily performed by the person laid off.
- 26.3 Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by seniority. Re-employment shall be in the reverse order of layoff.
- 26.4 Notice of Layoff – An employee may be subject to layoff for a lack of work or lack of funds. An employee subject to layoff shall be provided notice by March 15 of the impending layoff as required by Education Code 45117 and informed of their displacement rights, if any, and reemployment rights. Any notice of layoffs shall specify the reason for layoff and identify by name and classification and work site the employees designated for layoff. The District shall notify CSEA and shall meet with them in order to discuss and review the proposed initial list(s) of layoff by March 1. Failure to give proper notice by March 15 under the provisions of the section shall invalidate the layoff.

The District shall provide CSEA with an updated seniority roster of the initial lists of classifications in which the layoff is anticipated, by March 15 before notices are sent to employees. A list of positions and/or hours recommended for reduction or elimination, and for information only, any non-confidential documents supporting the need for layoff will be furnished to CSEA.

- 26.5 When as a result of the expiration of a specially funded program, classified positions must be eliminated and employee will be subject to layoff, the employees to be laid off

shall be given written notice not less than sixty (60) days prior to the effective day informing them of their displacement rights, if any, and reemployment rights.

- 26.6 Bumping Rights -- An employee laid off from his/her present classification may bump into the next equal or lower classification in which the employee has greater seniority. The employee may continue to bump into such equal or lower classifications to avoid layoff provided the employee has worked previously in the lower classification and has achieved permanent status.

ARTICLE 27

FULL UNDERSTANDING, MODIFICATION, WAIVER

- 27.1 Effect of Agreement -- This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- 27.2 Completion of Meet and Negotiate -- During the term of this Agreement, the parties waive and relinquish the right to meet and negotiate except as provided below and elsewhere in this Agreement, and agree that they shall not be obligated to meet and negotiate with respect to any subject or matter referred to or covered in this Agreement. Negotiations may be reopened at any time on any section of this contract on petition of either party and only with the concurrence of the second party. The District and CSEA agree to reopen negotiations on the issue of wages, fringe benefits and two articles of each party's choice and any article mutually agreed upon by both parties during each year of this contract.
- 27.3 Ratification of Agreements -- No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Governing Board of the District.

ARTICLE 28

DURATION

This agreement shall be effective July 1, 2022, through June 30, 2025.

The District and CSEA agree to reopen negotiations on two articles of each party's choice and any article mutually agreed upon by both parties during the 2023-2024 year. Furthermore, the District and CSEA agree to reopen negotiations on the issue of wages, fringe benefits and two articles of each party's choice and any article mutually agreed upon by both parties during the 2024-2025 year. Re-openers on any other article(s) will be allowed only by mutual agreement between the parties. This entire agreement shall be reopened during the 2025-2026 year.

DocuSigned by:

83A739A82D434A8...
Elizabeth Shilue, CSEA Sonora Chapter #774

08/10/2023 | 5:57 PM PDT

Date

DocuSigned by:

DAE65FAA84DA4FB...
Jo Espinoza, CSEA Labor Representative

08/08/2023 | 7:48 PM PDT

Date

DocuSigned by:

20AE8719F682480...
Ed Pelfrey, Sonora Union High School District

07/27/2023 | 12:14 PM PDT

Date

APPENDIX A

SALARY SCHEDULES

SONORA UNION HIGH SCHOOL DISTRICT
2023-24 Classified (CSEA) Salary Schedule
5.50% COLA

RANGE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 7	STEP 9	STEP 11	STEP 13	STEP 15	STEP 17	STEP 19	STEP 21	STEP 23	STEP 25	STEP 27	STEP 29
7	Food Service Worker	\$ 17.28	\$18.14	\$19.03	\$19.99	\$20.98	\$21.29	\$21.61	\$21.93	\$22.26	\$22.59	\$22.93	\$23.27	\$23.62	\$23.97	\$24.33	\$24.69	\$25.06
8		\$ 17.70	\$18.58	\$19.51	\$20.50	\$21.52	\$21.84	\$22.17	\$22.50	\$22.84	\$23.18	\$23.53	\$23.88	\$24.24	\$24.61	\$24.98	\$25.35	\$25.73
9		\$ 18.16	\$19.06	\$20.01	\$21.02	\$22.07	\$22.40	\$22.74	\$23.08	\$23.43	\$23.78	\$24.14	\$24.50	\$24.87	\$25.24	\$25.62	\$26.00	\$26.39
10	Office Specialist	\$ 18.60	\$19.54	\$20.51	\$21.53	\$22.61	\$22.95	\$23.29	\$23.64	\$23.99	\$24.35	\$24.72	\$25.09	\$25.47	\$25.85	\$26.24	\$26.63	\$27.03
11	Campus Supervisor Custodian	\$ 19.06	\$20.02	\$21.04	\$22.07	\$23.18	\$23.53	\$23.88	\$24.24	\$24.60	\$24.97	\$25.34	\$25.72	\$26.11	\$26.50	\$26.90	\$27.30	\$27.71
11DIFF	Same Positions as Range 11	\$ 19.41	\$20.37	\$21.39	\$22.42	\$23.53	\$23.88	\$24.23	\$24.59	\$24.95	\$25.32	\$25.69	\$26.07	\$26.46	\$26.85	\$27.25	\$27.65	\$28.06
	Article 8.8 Differential = \$0.35 / hr																	
12	Maintenance/Operations Secretary Maintenance/Operations Wkr Bi-Lingual Paraprofessional - NCLB HQ Instructional Paraprofessional - NCLB HQ Senior Office Specialist	\$ 19.56	\$20.53	\$21.55	\$22.63	\$23.77	\$24.13	\$24.49	\$24.85	\$25.23	\$25.61	\$25.99	\$26.38	\$26.78	\$27.18	\$27.58	\$28.00	\$28.42
12DIFF	Same Positions as Range 12	\$ 19.91	\$20.88	\$21.90	\$22.98	\$24.12	\$24.48	\$24.84	\$25.20	\$25.58	\$25.96	\$26.34	\$26.73	\$27.13	\$27.53	\$27.93	\$28.35	\$28.77
	Article 8.8 Differential = \$0.35 / hr																	
13		\$ 20.05	\$21.05	\$22.09	\$23.20	\$24.35	\$24.71	\$25.08	\$25.46	\$25.84	\$26.23	\$26.62	\$27.02	\$27.43	\$27.84	\$28.25	\$28.68	\$29.11
14	Library Media Center Technician Career/Guidance Technician Attendance Technician	\$ 20.54	\$21.57	\$22.65	\$23.78	\$24.96	\$25.33	\$25.71	\$26.10	\$26.49	\$26.89	\$27.29	\$27.70	\$28.12	\$28.54	\$28.96	\$29.40	\$29.84
15		\$ 21.07	\$22.11	\$23.22	\$24.37	\$25.59	\$25.97	\$26.36	\$26.76	\$27.16	\$27.56	\$27.98	\$28.40	\$28.82	\$29.26	\$29.69	\$30.14	\$30.59
16	Paraprofessional II	\$ 21.60	\$22.68	\$23.81	\$24.99	\$26.24	\$26.64	\$27.04	\$27.44	\$27.85	\$28.27	\$28.69	\$29.12	\$29.56	\$30.00	\$30.46	\$30.91	\$31.38
17	Lead Custodian Registrar School Bus Driver Shuttle/Fleet Maintenance Special Education School Bus Driver High School Bookkeeper	\$ 22.12	\$23.24	\$24.40	\$25.64	\$26.91	\$27.31	\$27.72	\$28.14	\$28.56	\$28.99	\$29.42	\$29.86	\$30.31	\$30.76	\$31.22	\$31.69	\$32.17
17DIFF	Lead Custodian	\$ 22.47	\$23.59	\$24.75	\$25.99	\$27.26	\$27.66	\$28.07	\$28.49	\$28.91	\$29.34	\$29.77	\$30.21	\$30.66	\$31.11	\$31.57	\$32.04	\$32.52
	School Bus Driver Special Education School Bus Driver																	
18		\$ 22.69	\$23.82	\$25.01	\$26.27	\$27.59	\$28.00	\$28.42	\$28.85	\$29.28	\$29.72	\$30.17	\$30.62	\$31.08	\$31.54	\$32.02	\$32.50	\$32.98
19		\$ 23.26	\$24.43	\$25.66	\$26.93	\$28.27	\$28.70	\$29.13	\$29.56	\$30.01	\$30.46	\$30.91	\$31.38	\$31.85	\$32.33	\$32.81	\$33.30	\$33.80
20	Fleet Mechanic I	\$ 23.84	\$25.04	\$26.29	\$27.61	\$28.99	\$29.42	\$29.86	\$30.31	\$30.76	\$31.22	\$31.69	\$32.17	\$32.65	\$33.14	\$33.64	\$34.14	\$34.65

	Skilled Tradesworker I																	
RANGE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 7	STEP 9	STEP 11	STEP 13	STEP 15	STEP 17	STEP 19	STEP 21	STEP 23	STEP 25	STEP 27	STEP 29
21	Registered Behavior Technician (RBT)	\$ 24.45	\$25.68	\$26.96	\$28.32	\$29.72	\$30.17	\$30.62	\$31.08	\$31.55	\$32.02	\$32.50	\$32.99	\$33.48	\$33.99	\$34.50	\$35.01	\$35.54
22	Alternative Education Secretary	\$ 25.06	\$26.32	\$27.64	\$29.01	\$30.46	\$30.92	\$31.38	\$31.85	\$32.33	\$32.81	\$33.30	\$33.80	\$34.31	\$34.82	\$35.34	\$35.87	\$36.41
23	Fleet Mechanic II Maint Technician/Technology Sch Bus Driver Instructor Skilled Tradesworker II	\$ 25.70	\$26.98	\$28.34	\$29.75	\$31.23	\$31.70	\$32.18	\$32.66	\$33.15	\$33.65	\$34.15	\$34.66	\$35.18	\$35.71	\$36.25	\$36.79	\$37.34
24	Comprehensive HS Prin Secty Lead Transportation Coordinator	\$ 26.35	\$27.66	\$29.05	\$30.49	\$32.03	\$32.51	\$33.00	\$33.50	\$34.00	\$34.51	\$35.03	\$35.56	\$36.09	\$36.63	\$37.18	\$37.74	\$38.31
25		\$ 27.00	\$28.36	\$29.78	\$31.27	\$32.83	\$33.32	\$33.82	\$34.33	\$34.84	\$35.37	\$35.90	\$36.43	\$36.98	\$37.54	\$38.10	\$38.67	\$39.25
26		\$ 27.68	\$29.07	\$30.53	\$32.05	\$33.64	\$34.15	\$34.66	\$35.18	\$35.71	\$36.24	\$36.79	\$37.34	\$37.90	\$38.47	\$39.05	\$39.63	\$40.23
27		\$ 28.38	\$29.80	\$31.30	\$32.85	\$34.49	\$35.00	\$35.52	\$36.06	\$36.60	\$37.15	\$37.70	\$38.27	\$38.84	\$39.43	\$40.02	\$40.62	\$41.23
28		\$ 29.10	\$30.55	\$32.08	\$33.68	\$35.35	\$35.88	\$36.42	\$36.96	\$37.52	\$38.08	\$38.65	\$39.23	\$39.82	\$40.42	\$41.02	\$41.64	\$42.26
29		\$ 29.84	\$31.32	\$32.88	\$34.53	\$36.26	\$36.80	\$37.35	\$37.91	\$38.48	\$39.06	\$39.65	\$40.24	\$40.84	\$41.46	\$42.08	\$42.71	\$43.35
30		\$ 30.58	\$32.10	\$33.72	\$35.40	\$37.17	\$37.73	\$38.29	\$38.87	\$39.45	\$40.04	\$40.64	\$41.25	\$41.87	\$42.50	\$43.14	\$43.79	\$44.44
31		\$ 31.34	\$32.91	\$34.55	\$36.29	\$38.11	\$38.69	\$39.27	\$39.86	\$40.45	\$41.06	\$41.68	\$42.30	\$42.94	\$43.58	\$44.23	\$44.90	\$45.57
32		\$ 32.14	\$33.74	\$35.44	\$37.20	\$39.06	\$39.65	\$40.24	\$40.85	\$41.46	\$42.08	\$42.71	\$43.36	\$44.01	\$44.67	\$45.34	\$46.02	\$46.71
33	Transportation Shop Foreman	\$ 32.94	\$34.58	\$36.31	\$38.14	\$40.04	\$40.64	\$41.25	\$41.85	\$42.50	\$43.14	\$43.79	\$44.45	\$45.12	\$45.80	\$46.49	\$47.19	\$47.90
34		\$ 33.77	\$35.47	\$37.23	\$39.10	\$41.05	\$41.67	\$42.29	\$42.93	\$43.57	\$44.23	\$44.89	\$45.56	\$46.25	\$46.94	\$47.64	\$48.36	\$49.08
35		\$ 34.61	\$36.34	\$38.17	\$40.08	\$42.08	\$42.72	\$43.36	\$44.01	\$44.67	\$45.34	\$46.02	\$46.71	\$47.41	\$48.12	\$48.84	\$49.57	\$50.32
Standby Time: As outlined in Article 10 at \$5 an hour for when a school bus trip is out after 5:00 p.m. or on a Saturday																		
Professional Growth: As outlined in Article 9 Professional Growth \$50.00																		

5% Between Steps 2 x 1.25% Between WHOLE Ranges

1.5% Between Steps 6-29

Annual Salary based on 2,080 hours (52 weeks x 40 hours)

Effective Date: July 1, 2023

Board Approved: June 12, 2023

Historical Notes:

3.25% negotiated raise (2013/14)

2% negotiated raise (2014/15)

3% negotiated raise (2015/16)

One time payment of \$50,000 and restore all reductions and furloughs (2017/18)

3% On-salary and 2% one-time payment (2019/20 and 2020/21)

1% On-Salary and 1% on Benefits and Food Service Workers to Rage 7 (2020/21)

3% negotiated raise (2021/22)

4.5% negotiated raise (2022/23)
5.5% Negotiated raise (2023/24)

APPENDIX B

SIDE LETTERS OF AGREEMENT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SONORA UNION HIGH SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
SONORA UNION #774 CHAPTER**


RE: LONGEVITY PAYMENTS

This Memorandum of Understanding is entered into by and between the Sonora Union High School District ("District") and the California School Employees Association and its Sonora Union #774 Chapter ("CSEA"), (collectively the "Parties"). The District and CSEA hereby agree to the following agreement regarding the applicable longevity payments to the 2022-2023 salary schedule for affected Unit Members.

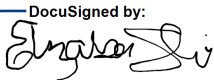
1. The Parties agree Longevity for the 2022-2023 school year was to be paid at Step 1 of the first occupied range of the salary schedule pursuant to Article 8.11 of the collective bargaining agreement.
2. The Parties agree eligible Unit Members were incorrectly compensated for longevity at Range 5, Step 1 for the 2022-2023 school year.
3. The Parties agree the correct Range and Step bargaining unit members should have been compensated for longevity for the 2022-2023 school year should have been Range 7, Step 1.
4. Current and retiring bargaining Unit Members who were affected by incorrect Longevity payments for the 2022-2023 school year shall be made whole and receive appropriate payment in the June 30, 2023, payroll period.
 - a. The District shall provide a calculation of the difference in Longevity pay with the June 30, 2023, payroll check
5. This MOU shall apply to Unit Members with the following hire dates:
 - a. 07/10/2001
 - b. 06/19/1996
 - c. 05/07/2014
 - d. 09/21/1999
 - e. 11/18/2013
 - f. 05/01/2000
 - g. 08/16/2010
6. This agreement shall be approved upon ratification by both Parties.

Sonora UHSD Approved: 06/12/2023

SIGNATURES

Ed Pelfrey: 
Superintendent, SUHSD

Date: 06/05/2023

Elizabeth Shilue: 
CSEA Chapter #774 President

Date: 06/07/2023 | 1:47 PM PDT

Joseph Espinoza: 
CSEA Labor Relation Representative

Date: 06/07/2023 | 1:23 PM PDT

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
SONORA UNION HIGH SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #774
June 21, 2023**

ADDITIONAL PAY FOR SUMMER SCHOOL WORK

PURPOSE

This Memorandum is agreed between the Sonora Union High School District (DISTRICT) and the California School Employees Association and its Chapter 774 (together "CSEA") (collectively the "Parties") concerning additional pay for extra duty caused by COVID-19.

TERM


The term of this MOU shall begin June 12, 2023, and end July 7, 2023.

UNDERSTANDING

The Parties agree to a stipend, in addition to the employees' hourly rate of pay, for classified employees working during summer school that are outside the employee's normal contracted work days:

- Stipend shall be \$50 per day per classified employee
- Stipend shall be calculated based on each completed work day
- Stipend shall be paid the following month after completion of the duties performed
- Stipend shall apply to classified employees performing work related to summer school duties

For District:

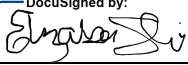


Ed Pelfrey, Superintendent
Sonora Union High School District

06/21/23

Date

For CSEA:


DocuSigned by:


83A739A82D434A8...
Elizabeth Shilue, President

06/23/2023 | 4:25 PM PDT

Date

California School Employees Association, Sonora Chapter #774

DocuSigned by:


DAE05FAA84DA4FB...
Jo Espinoza, Labor Relations Representative
Classified School Employees Association

06/23/2023 | 4:10 PM PDT

Date

Sonora UHSD Approved: 06/26/2023

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SONORA UNION HIGH SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
SONORA UNION #774 CHAPTER**

NEW JOB DESCRIPTION

REGISTERED BEHAVIOR TECHNICIAN

This Memorandum of Understanding ("MOU") is entered into by and between the Sonora Union High School District ("District") and the California School Employees Association and its Sonora Union #774 Chapter ("CSEA"), (collectively the "Parties"). The District and CSEA hereby agree to the following agreement regarding the new job description of Registered Behavior Technician placed at Range 21 of the CSEA salary schedule.

The job description shall be effective upon the date of ratification and final approval by the Sonora Union High School Board.

SIGNATURES

Ed Pelfrey: 
Superintendent, SUHSD

Date: 6/1/23

Elizabeth Shilue: 
CSEA Chapter #774 President

Date: 6.1.23

Joseph Espinoza: 
CSEA Labor Relation Representative

Date: 06.01.2023

Sonora UHSD Board Approved: 06/12/23

06.01.2023

SONORA UNION HIGH SCHOOL DISTRICT

REGISTERED BEHAVIOR TECHNICIAN (RBT) – SPECIAL EDUCATION

Job Description

DEFINITION:

The Registered Behavior Technician (RBT) works under the supervision of the Director of Special Education, BCBA or designee. The RBT provides support to students and staff in a variety of Special Education classroom settings implementing behavior plans and teaching direct pro social skills that will improve the learning environment, assisting a certificated teacher and Instructional Assistants in reinforcing instruction, performing a variety of clerical duties in support of classroom activities. The RBT is primarily responsible for the direct implementation of behavior-analytic services and collection of data.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assists assigned students with following classroom routines and transitions for the purpose of providing proactive support to diminish negative student behaviors, and modeling appropriate participation in classroom routines.
- Attends in-service presentations, and assigned training for the purpose of acquiring and/or conveying information relative to job functions.
- Communicates with staff, administrators, and others for the purpose of exchanging information and resolving issues or concerns.
- Documents observations of student performance in academic and school activities for the purpose of collecting appropriate behavior data and reporting progress regarding student performance and behavior
- Supports Instructional Assistants in guiding students in personal interactions and/or specific student issues for the purpose of assisting in promoting appropriate peer interactions and communication skills through adherence to positive behavior intervention plans.
- Maintains manual and electronic files and records for the purpose of providing written reference related to students and assigned activities.
- Implement appropriate measurement and recording procedures.
- Assists assigned students with learning activities and the behavioral level system for the purpose of assisting teachers and mental health professionals to be able to ensure school safety, and a positive classroom environment.
- Reports observations and incidents relating to specific students (e.g. inappropriate behavior, violation of rules, safety conditions, etc.) for the purpose of monitoring behavior plans, student behavioral levels, and communicating information to appropriate personnel.
- Responds to emergency situations (e.g. injured student, fights, response team calls for restraints) for the purpose of providing a safe and positive learning environment. Administers immediate first aid and medical assistance as instructed by a health care
- Show competency and expertise in core program components, RBT, ProAct, etc.
- Adapts classroom activities, test administrations, assignments and/or materials under the direction of the supervising teacher (e.g. drills, practices, assignments, projects, work area set-ups, etc.) for the purpose of assisting assigned teacher with the implementation of lesson plans, content standards and instructional activities.
- Attends meetings and in-service presentations (e.g. first aid, CPR, emergency procedures, Pro-act training, etc.) for the purpose of acquiring and/or conveying information relative to job functions.

SONORA UNION HIGH SCHOOL DISTRICT

REGISTERED BEHAVIOR TECHNICIAN (RBT) – SPECIAL EDUCATION Job Description

- Implements under the supervision of assigned teacher, BCBA, Director of Special Education or designee behavioral plans designed by IEP team for students with behavior disorders or other special conditions (e.g. point system, daily progress reports, time out, Pro-act restraints, etc.) for the purpose of guiding students in personal interactions and/or specific student issues towards the development of interpersonal skills and successful problem solving and self-regulating strategies.
- Maintains classroom equipment, instructional materials and manual and electronic files/records (e.g. student data, inventory levels of classroom supplies, supply orders, behavioral plans, IEPs, library book records, iPads, Chrome Books, etc.) for the purpose of ensuring availability of items, providing written reference, providing a safe learning environment and/or meeting mandated requirements.
- Monitors students during assigned periods within a variety of school environments (e.g. rest rooms, breakfast and lunch times, hallways, bus loading zones, cafeteria, parking lots, etc.) for the purpose of maintaining a safe and positive learning environment.
- Performs a variety of clerical functions (e.g. typing, duplicating, filing, tallying points for BIP, taking attendance, safety citation issuances, etc.) for the purpose of supporting the teacher in providing necessary records and materials.
- Assist with individualized assessment procedures (e.g., curriculum-based, developmental, social skills).
- Assist with functional assessment procedures.
- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit for the purpose of providing a safe and positive learning environment.

GENERAL QUALIFICATIONS

Knowledge of:

- Instructional methodologies and practices for students with severe disabilities
- Basic literacy and numeracy skills
- Positive behavioral programming
- Social skill development
- Data collection strategies
- Stages of child development and learning styles
- Job related codes/laws/rules/regulations/policies
- School safety and security practices

Ability to:

- Communicate effectively with stakeholders, eg. (family caregivers, other professionals as authorized)
- Respond appropriately to feedback\ understand and accurately follow oral and written instructions;
- Communicate effectively both orally and in writing;
- Meet schedules and deadlines;

SONORA UNION HIGH SCHOOL DISTRICT

REGISTERED BEHAVIOR TECHNICIAN (RBT) – SPECIAL EDUCATION

Job Description

- Operate standard office and classroom equipment including a computer and assigned software
- Flexibility is required to work with others; work with data utilizing defined and similar processes
- Work with a widely diverse population of individuals; work with a variety of data
- Specific ability based competencies required to satisfactorily perform the functions of the job include communicating with diverse groups; maintaining confidentiality; setting priorities; working as part of a team; working with constant interruptions, and adapting to changing work procedures.
- Work with a widely diverse population of individuals; work with a variety of data
- Form positive relationships with staff in order to provide effective coaching and learning opportunities.

REQUIRED QUALIFICATIONS:

- Associate's degree in a job related area preferred
- RBT Credential, through the Behavior Analyst Certification Board
- Valid California Driver's License
- Any combination equivalent to: Associate's degree in a related field and at least 3 years of experience in a school setting providing direct student support services.
- The stated education and experience requirements are the preferred minimum qualifications for this job. However, relevant experience to substitute for the education requirement and relevant education, certificates/or licenses to substitute for the experience requirement may be allowed.

WORKING CONDITIONS:

ENVIRONMENT AND PHYSICAL DEMANDS:

Classroom and outdoor environment. Occasional lifting, carrying, pushing, and/or pulling, frequent stooping, kneeling, crouching and or crawling and significant fine finger dexterity. Generally, the job requires 30% sitting, 40% walking, and 30% standing, with occasional running. Seeing to read a variety of materials and monitor student activities. Hearing and speaking to exchange information. Lifting and carrying students as assigned by the position. Reaching overhead, above the shoulders and horizontally.

HAZARDS:

Exposure to bodily fluids, bloodborne pathogens and infectious diseases.

Sonora Union High School District is an Equal Opportunity/Affirmative Action Employer and reasonable accommodations are made under the American with Disabilities Act as required by law

Board Approved: *Pending*

Board Approved: 06/12/2023

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SONORA UNION HIGH SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
SONORA UNION #774 CHAPTER**

NEW JOB DESCRIPTION

PARAPROFESSIONAL II

This Memorandum of Understanding is entered into by and between the Sonora Union High School District ("District") and the California School Employees Association and its Sonora Union #774 Chapter ("CSEA"), (collectively the "Parties"). The District and CSEA hereby agree to the following agreement regarding the new job description of Paraprofessional II placed at Range 16 of the CSEA salary schedule.

The revised job description will be effective upon the date of ratification and final approval by the Sonora Union High School Board.

SIGNATURES

Ed Pelfrey: _____
Superintendent, SUHSD

Date: 6/1/23

Elizabeth Shilue: _____
CSEA Chapter #774 President

Date: 6-1-23

Joseph Espinoza: _____
CSEA Labor Relation Representative

Date: 06.01.2023

Sonora UHSD Board Approved: 06/12/23

SONORA UNION HIGH SCHOOL DISTRICT

PARAPROFESSIONAL II
Job Description**DEFINITION:**

Under direct guidance from a certificated staff member or administrator, the Paraprofessional II will perform a variety of duties in support of instructional activities and physical wellbeing for students with moderate to severe disabilities enrolled in special education programs. May be assigned to work one-on-one with a student or groups of students. Work is performed indoors, outdoors, in classrooms, on various parts of the school grounds or in the community.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assist certificated staff in the implementation of students' Individual Education Plan (IEP).
- Apply special techniques/strategies such as community-based instruction, behavior intervention, mobility training, and a variety of assistive and augmentative technology.
- Assist with planning and preparing lessons, activities, equipment and materials according to instructions and guidance from a teacher or specialist which could include functional academics, domestic skills, vocational activities, community access, and recreation/leisure activities.
- Work with individuals or groups in supporting direct instruction.
- Communicate with students using speech appropriate to the student's level of understanding.
- Assist the teacher in establishing and maintaining a clean, safe and cooperative learning environment.
- Participate with a team in the implementation of behavioral interventions and treatment plans.
- Assist with routine student assessment and monitoring; inform teacher or specialist of student progress and/or problems. Maintain a binder, collect samples of student work.
- Record information about students' instructional progress, behavior and/or other significant data.
- Assist teacher in developing routine instructional materials and activities.
- Listen to and drill students in reading, spelling, mathematics and other subjects.
- Perform a variety of routine record-keeping activities such as filing, taking roll, correcting papers, compiling lists, recording student scores in support of assigned classrooms.
- May assist and oversee and supervise activities of students in classrooms, laboratories, school grounds; may be assigned to assist with supervision of students on the bus, during bus loading and unloading, during student lunch, in the community, on field trips and during physical exercise periods; assist teachers in maintaining order.
- Accompany, supervise and assist instruction of special education students in a general education setting.

SONORA UNION HIGH SCHOOL DISTRICT

PARAPROFESSIONAL II

Job Description

- Accompany and supervise students away from school site to and from community work sites, with certificated teacher present, using public transportation, walking or driving district vehicles.
- Assist teacher in posting instructional materials and student work samples.
- Operate relevant instructional technology.
- Set up and demonstrate use of equipment including stoves, microwaves, clothes washers, dryers, dishwashers and other teaching aids to students.
- Assist in use of library and special facilities.
- Work with students with special needs or students who have limited or no English speaking ability, if assigned.
- Confer on a regular basis with teacher in regards to planning, scheduling activities, progress in instructional goals and objectives, pertinent health or behavior problems.
- Assist teacher with parent contact with basic information.
- Assist in care of students' physical needs including diapering, toileting, feeding, lifting and moving students as needed to maintain students' health, safety and comfort.
- With proper training and under the supervision of the county office of education nurse, may be required to perform medical procedures for students such as tube feeding, tracheotomy suctioning, and catheterization and monitor the use of portable oxygen tanks.
- Attend staff meetings as required.
- Other related duties as assigned.

GENERAL QUALIFICATIONS:

Knowledge of:

- General needs and behavior of high school students.
- Proper English usage, spelling, grammar and punctuation.
- Phonics and basic reading and writing principles.
- Basic mathematics and pre-algebra.
- Basic understanding of curriculum and instructional materials at various grade levels.

Ability to:

- Understand basic knowledge of moderate-to-severe student disabilities.
- Understand basic knowledge of special education parental safeguards rights.
- Understand basic terminology used in special education settings.
- Analyze situations accurately and adopt an effective course of action.
- Maintain required confidentiality.
- Work with and motivate students to participate in learning activities using positive behavior intervention strategies.

SONORA UNION HIGH SCHOOL DISTRICT

PARAPROFESSIONAL II

Job Description

- Learn methods and procedures to be followed in instructional and student behavioral situations.
- Perform routine clerical work including record keeping.
- Learn use of relevant instructional technology.
- Operate a computer including, but not limited to, the use of basic software programs of word processing, data spreadsheets and the use of the internet.
- Understand and attend to students who possess special physical, social and/or emotional needs.
- Communicate effectively in English, both verbally and in writing.
- Establish and maintain effective relationships with those contacted in the course of work.
- Deliver instructional modifications and accommodations as directed for individual students.
- Transport students in a district-provided vehicle.
- Navigate the public transportation system.
- Make decisions in a crisis situation.
- Learn and implement district approved crisis intervention system.

TRAINING AND EXPERIENCE:

Education: Education as required by the No Child Left Behind Act of 2001: High school diploma or equivalent AND two years of higher education study (48 semester units) OR possession of an Associate's or higher degree OR met a rigorous standard of quality and able to demonstrate, through a formal State or local academic assessment, knowledge and the ability to assist instructing, reading, writing and mathematics.

Experience: Any combination of training and experience that demonstrates an ability to perform the duties of the position. The typical qualifying entrance background is completion of formal or informal training in working with adolescents or students with learning disabilities; or prior experience performing duties of instructional assistant in a classroom.

Licenses and other requirements:

- Valid California Motor Vehicle Operator's License.
- An acceptable driving record and qualification for insurability by the District's insurance carrier.
- Department of Justice fingerprint clearance.
- Evidence of TB clearance.

SONORA UNION HIGH SCHOOL DISTRICT

PARAPROFESSIONAL II

Job Description

PHYSICAL DEMANDS AND WORKING CONDITIONS:

- Physical, mental and emotional stamina sufficient to perform the duties and responsibilities of the position.
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop and to reach overhead.
- Physical stamina sufficient to sustain light physical labor for up to 8 hours, sit and/or walk for prolonged periods of time.
- Physical mobility sufficient to move about the work environment (office, district, school site to site and in the community) for sustained periods of time on hard flooring, slopes, ramps, stairs and to respond to emergency situations, move quickly or run after students.
- Physical ability to regularly lift up to 40 lbs or 80 lbs in a two person lift and occasionally push/or pull a variety of tools, equipment or objects weighing up to 100 lbs, or push students in a wheelchair or other wheeled assistive equipment.
- Manual dexterity sufficient to write, use a telephone, computer, calculator at required speed and accuracy.
- Vision sufficient to read handwritten and printed materials and the display screen on various office equipment and machines.
- Hearing sufficient to communicate in person and hold telephone conversations in normal range (approximately 60 decibels).
- Speaking ability in an understandable voice with sufficient volume to be heard in a normal conversational distance, on the telephone and addressing groups.
- Mental acuity to collect data, define problems, establish facts, make valid judgments and quick decisions.

Sonora Union High School District is an Equal Opportunity/Affirmative Action Employer and reasonable accommodations are made under the American with Disabilities Act as required by law.

Board Approved: *Pending*
Board Approved: 06/12/2023

Certificate Of Completion

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Ed Pelfrey

epelfrey@sonorahigh.org

Superintendent

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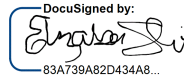
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Elizabeth Shilue

eshilue@sonorahigh.org

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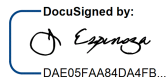
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J Espinoza

jespinoza@csea.com

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Envelope Summary Events	Status	Timestamps
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Sonora Union High School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ccostello@sonorahs.k12.ca.us

To advise Sonora Union High School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ccostello@sonorahs.k12.ca.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from Sonora Union High School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ccostello@sonorahs.k12.ca.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Sonora Union High School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
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- Until or unless you notify Sonora Union High School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Sonora Union High School District during the course of your relationship with Sonora Union High School District.