

Fowler Unified School District

Collective Bargaining Agreement

between

Fowler Unified School District

and

California School Employees Association/Fowler Chapter #452

July 1, 2018– June 30, 2021



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This is an agreement made and entered into November 28, 2018, between the Fowler Unified School District (hereinafter referred to as the “District”) and the California School Employees Association and its Fowler Chapter #452 (hereinafter referred to as “CSEA”).

Article I: RECOGNITION

The District confirms its recognition of the CSEA as the exclusive representative for that unit of employees recognized by the District per its Resolution dated May 11, 1976, Appendix A, and the recognition dated May 13, 1976, Appendix B.

Article II: ORGANIZATIONAL SECURITY

- 2.1 Any bargaining unit member of CSEA on the date on which the Agreement takes effect shall be deemed a continuing unit member for the duration of this Agreement, and any payroll deduction authorization on file at the District Office shall continue in effect. Any unit member who desires membership in CSEA, or who has applied for membership, may sign and deliver to CSEA a payroll deduction authorization form authorizing deduction of membership dues in CSEA. All such payroll deduction authorization shall continue in effect from year to year unless CSEA notifies the District in writing to terminate the deduction. Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the regular salary warrant of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be prorated, commencing with the month of employment or month of beginning membership.
- 2.2 Membership in CSEA is not compulsory.
- 2.3 The District shall deduct all sums pursuant to the authorization obtained from CSEA. The District agrees to remit such monies to CSEA, which shall include a list of unit members for whom such deductions are made, and indicating any changes in personnel from previous lists furnished to CSEA.
- 2.4 CSEA agrees to furnish any information requested by the District to fulfill the provisions of this article. The District agrees to distribute CSEA membership applications to all new employees. Any unit member who desires membership in CSEA, or who has applied for membership may sign and deliver to CSEA or the District a payroll deduction.
- 2.5 CSEA shall indemnify and hold harmless the District from any claims, demands or lawsuits arising out of or from the organizational security provisions contained in this agreement.
- 2.6 Bargaining unit members with payroll authorization on file who are on an unpaid leave of absence shall have said authorization continue in effect upon return to active status unless cancelled pursuant to this article.
- 2.7 The District’s managers, supervisors and confidential employees shall be either positive or neutral regarding employees decision to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations

Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

Article III: COMPENSATION AND BENEFITS

- 3.1 The District and Association agree to a salary increase of 0% for the 2020/21 school year – retroactive to July 1, 2020 (referenced in Article III). The District and Association agree to no Health Benefits premium cap for the 2020/21 school year.

The District and Association agree to the adjusted salary schedule with equal increments vertically (classification) and horizontally (step). As proposed with the 3% increment increase per step and 1.50% increase per classification. For a total of 10.66% over four fiscal years (2020/2021 – 2023/2024) retro to July 1, 2020.

- 3.1.1 The District and Association agree to a one-time (off-schedule) salary payment of \$3,813.00 for all classified employees in a current active and paid status as of the fully executed signed agreement date.
- 3.1.2 Classified employee who provided routine bilingual translation services with District approval indicated bilingual competency will be paid \$250 annually. Employees wishing to provide bilingual services can do so provided they receive District approval indicating bilingual competency. Employees who have a bilingual requirement as part of their job will automatically receive the bilingual stipend. Employees who are approved, accept the stipend, will be expected to provide translation services when needed by their site administration. In addition, employees that translate/interpret for special meetings and/or correspondence with parents outside of their regular duty hours shall be paid their hourly rate on a timesheet. Effective July 1, 2018.

- 3.2 Employees working six (6) hours or more are eligible for District coverage of Health, Dental and Vision (employee and dependents).

3.2.1 The District shall not be required to offer all or part of the above insurance program to unit members who are regularly assigned less than six (6) hours per day.

3.2.2 This District will provide on a yearly basis information and options for employee voluntary disability insurance policies from outside vendors.

- 3.3 Insurance Coverage

3.3.1 For the period of October 1, 2020 through September 30, 2021, the District shall provide to bargaining unit members EDCARE Group Modern Care (family coverage), EDCARE Dental (family) and EDCARE Vision (family) established by EDCARE Group to be effective as of October 1, 2020.

3.3.2 The Association agrees to remain in the EDCARE Group for the 2020/2021 school year and after. The District and Association must follow EDCARE Group timelines for consideration of withdrawing from the EDCARE Group.

- 3.3.3 If the Association considers a different health plan or if EDCARE is dissolved, the CAP for Health, Dental and Vision benefits will be the actual dollar cost in the year EDCARE is dissolved or the Association converts to a different health plan.
- 3.3.4 The District agrees to offer the Bronze Plan through the EDCARE Group as long as the EDCARE Group offers a Bronze Plan. Affordable Care Act (ACA) eligible employees who are contracted part-time, who qualify under the requirements of ACA and who meet the District identified standard, qualify for the offering of the Bronze Plan. An ACA on-going eligible employee shall be offered the opportunity of enrollment in the Bronze Plan at the beginning of a plan year. The ACA eligible employee will pay the premium cost for Health Benefits at the applicable rate the employee's own coverage, and at 100% of the premium cost for all eligible dependents.
- 3.4 Unit members may participate in the Classified Employee Incentive Award Plan, as outlined in Article XXI.
- 3.5 All employees who are assigned regular duties in more than a single classification (e.g., custodian/bus driver) shall, at the commencement of each school year, have a statement from the District as to the number of regularly assigned hours they shall serve in each such classification and adjusted monthly/hourly rate for such combination assignment. This rate shall then apply for all salary purposes for that school year.
- 3.6 IRC Section 125 (Cafeteria Plan): The District and the Unit agree to enter into a participation agreement in order to provide excess medical and dependent care reimbursement to employees using tax-free dollars as allowed under Internal Revenue Code Section 125. Unit members who choose to take advantage of the plan will be responsible for any monthly cost to participate as allowable by law/regulations.
- 3.7 An employee within the bargaining unit who is not absent on any duty day, other than for jury duty or the use of previously approved compensation time, that has been approved by the employee's immediate supervisor, shall receive an additional day's pay based on their daily rate of pay for the current year.
- 3.8 Early Retirement
- 3.8.1 Effective July 1, 2000, any retiring bargaining unit member (minimum age 55) who meets the conditions set forth below shall upon written request be eligible for health coverage at District expense for a period of five (5) years. The conditions for eligibility to receive such benefits are as follows:
- 3.8.1.1 The bargaining unit member shall have completed a minimum of fifteen (15) years of service as a classified employee in the district.
- 3.8.1.2 The bargaining unit member shall have attained the minimum age of fifty-five (55) on or before the date of retirement.
- 3.8.1.3 The bargaining unit member must be receiving retirement benefits from PERS immediately following retirement from the District and

must continue to receive such benefits from PERS in order to be eligible for health benefits coverage provided above.

3.8.1.4 The above described health coverage for such retiree shall remain in force for a period of five (5) years from the date of retirement or until the retiring employee reaches age sixty-five (65) or whichever comes first. If a retiree is currently receiving District-paid retiree benefits under this Article and the qualifying age for Medicare is set beyond age sixty-five (65), the District will continue to provide the same benefits until the retiree reaches the new qualifying age for Medicare.

3.8.1.5 For the eligible employees (25 years of service in Fowler Unified School District or more) the employee can receive a maximum of Six (6) years of health, dental, and vision insurance (EdCare Group) for an employee who has attained the minimum age of sixty-one (61). This provision becomes effective July 1, 2013. The District shall pay the health insurance premiums at the comparable cost of classified bargaining unit members.

Article IV: HOURS

4.1 Regular Work Week and Day

The regular work week shall be forty (40) hours, and the regular work day shall be eight (8) hours.

4.2 Work Scheduling

The scheduling of the hours and the work days shall be at the sole discretion of the District. The number and specific scheduling of work days for unit members shall be fixed annually by the District and shall appear on the individual's annual Notice of Employment, which will be distributed no later than September 1st.

4.3 Overtime Distribution

Overtime for bus drivers shall be distributed as equally as is practical among those holding a bus drivers license and are willing to take overtime.

The designation, authorization and allocation of any overtime shall rest solely with the District management. The District will provide written guidelines and procedures for overtime, which will be made available through the immediate supervisors.

Overtime hours assigned to bus drivers will be posted monthly for all drivers. The posted hours shall include time actually driven and time assigned to a trip turned down by a driver. It is understood and agreed that an exact balance is not required.

Overtime for all other areas shall be distributed as equally as possible to employees that are available and have necessary skills, as determined by the District.

4.4 Employees working over 12 hours will be paid at double time

4.5 Overtime – Eight hour employees

The District will provide compensation or compensatory time off at a rate equal to one and one-half (1 ½) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime. Overtime is the time required by the employee's supervisor to be worked in excess of eight (8) hours in any one work day or any time in excess of forty (40) hours in any calendar week. 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 considered as time worked by the unit member.

4.5.1 The work week for any unit member having an average work day of four (4) hours or more during the work week shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week at a rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated by the District and authorized to perform the work.

4.5.2 Any employee whose work week is less than four (4) hours per day, five (5) consecutive days shall be compensated at one and one-half (1 ½) times his/her regular rate of pay for any work suffered or permitted on the seventh (7th) day.

4.5.3 All hours worked on holidays designated by this Agreement shall be compensated at a regular pay plus one and one-half (1 ½) times the regular rate of compensation.

4.6 Lunch Period

All unit members who have a regularly assigned duty day of six (6) or more hours shall be entitled to a duty-free lunch period of no less than thirty (30) minutes nor more than one (1) hour per day, as scheduled by the District.

4.6.1 Lunch Period/Duty Free Rest Period – Bus Drivers

All unit members who have a regularly assigned duty day of six (6) hours or more shall be entitled to a duty free lunch period/duty free rest period of no less than thirty (30) minutes nor more than two (2) hours per day as scheduled by the District.

4.7 Rest Periods

All full-time bargaining unit members will be granted a rest period of fifteen (15) minutes for every four (4) hours of work as scheduled by the District.

4.8 Compensatory Time Off

An employee shall be paid cash compensation for overtime worked unless, by mutual agreement between immediate supervisor and unit member, compensatory time off can be arranged. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 4.4 of this Article.

4.9 Night Differential

Employees whose regular shift is one-half or more after 4:00 p.m. shall receive an added seven (7) percent above his/her regular pay for that portion of his/her shift after 4:00 p.m.

4.10 Substitute in a Higher Classification

When an employee is substituting in a position at a higher pay classification, beginning with the sixth consecutive day, he/she shall receive the difference in pay between his/her pay and that of the same step in the higher classification. This provision excludes bus driving.

4.11 Right of Refusal

An employee shall have the right to reject any offer or request for overtime or call-back, on-call, or call-in time under non-emergency conditions. Under emergency conditions, as determined by the District, unit members will perform duties as requested.

4.12 Hours Worked

For purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

Article V: HOLIDAYS

5.1 All unit members shall be entitled to paid holidays providing the unit members are in paid status during the working day immediately preceding and the working day succeeding the holiday.

5.2 Holidays:

- | | |
|---------------------------|--------------------------------|
| a. Independence Day | h. Christmas Day |
| b. Labor Day | i. Martin Luther King, Jr. Day |
| c. Admission Day* | j. New Year's Day |
| d. Veterans Day** | k. Lincoln's Birthday** |
| e. Thanksgiving Day | l. Washington's Birthday |
| f. Day after Thanksgiving | m. Good Friday |

g. ½ day Christmas Eve holiday*** n. Memorial Day

*Floating Holiday: Admission Day shall be a floating holiday for employees who are on the job 198 or more duty days. Eligible employees may take this floating holiday after school is out each year and up to one week before school starts.

**Or another day as designated by law

***When Christmas Eve falls on any day of the week. When Christmas Eve falls on a weekend, classified employees will receive the ½ day Christmas Eve holiday on either the day preceding or the day following the Christmas holiday.

- 5.3 Regular unit members who are not normally assigned to duty during the holidays of December 25 and January 1 shall be paid for those two (2) holidays provided that they were in paid status during the work day of their normal assignment immediately preceding or succeeding the holiday period.
- 5.4 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- 5.5 Every day appointed by the President of the United States or the Governor of this State for Public Fast or Thanksgiving shall be a holiday.
- 5.6 Prior to July 1 of any school year, the Governing Board may designate days during such year as the holidays to which classified employees are entitled in lieu of the holidays on February 12, February 22, May 30, September 9, or November 11, provided such designated days will provide for at least a three-day weekend. Classified employees shall be required to work on the regular holiday for which another day is designated pursuant to this section, and for work of eight (8) hours or less, shall be paid compensation at their regular rate of pay.

Article VI: VACATION

- 6.1 Unit members shall accrue annual vacation at the regular rate of pay earned at the time the vacation is commenced according to the rules and regulations.
- 6.2 Such vacation shall not become a vested right until completion of six (6) months employment.
- 6.3 The scheduling of such vacation shall be within the sole discretion of the District.
- 6.4 Vacations with pay shall be granted to classified employees who have completed six (6) months of service. The amount of vacation shall be determined by the length of employment as of July 1, according to the following schedule.

Up to 5 years	10/12 working days per full month of service
Over 5 years	11/12 working days per full month of service
Over 6 years	12/12 working days per full month of service
Over 7 years	13/12 working days per full month of service
Over 8 years	14/12 working days per full month of service

Over 9 years	15/12 working days per full month of service
Over 10 years through 15 years	15/12 working days per full month of service
Over 16 years	16/12 working days per full month of service
Over 17 years	17/12 working days per full month of service
Over 18 years	18/12 working days per full month of service
Over 19 years	20/12 working days per full month of service
Over 20 years	20/12 working days per full month of service

6.5 Vacations must be taken annually during the summer months or at the convenience of the District. (Substitute employees are not eligible for vacation benefits.)

6.5.1 Vacations for regular employees serving less than the full year shall be granted based on this schedule and prorated in the same ratio as the period of service bears to the length of service for an employee serving the full year. In situations where an employee is employed part of a day and for part of the year, vacations will be computed on the same schedule utilizing both ratios as the period of service relates to a full year employment on an eight(8) hour daily basis.

Article VII: TRANSFERS AND FILLING VACANCIES

7.1 Employment Policy:

7.1.1 All vacancies and new positions shall be posted at each site for a minimum of five (5) workdays. Consideration shall be given to all applicants, with first consideration to members from within and then to outside the Fowler Unified School District, who meet the established qualifications for the position. Final selection is within the sole discretion of the District. "Workday" shall mean any day not a weekend or holiday.

7.1.2 When a vacancy or new position is posted pursuant to 7.1.1, the District shall simultaneously provide to the CSEA Chapter President and Vice-President a copy of the posting or the job announcement. The District will provide CSEA members the opportunity to participate on the interview committee and serve on interview panels of classified positions.

7.2 Classification and Salary Range Placement:

7.2.1 Development of class titles and specifications shall be the prerogative of the District.

7.2.2 Salary range placement for newly created or modified class titles which originates during the life of the Agreement shall, be subject to negotiation.

7.2.2.1 The District and Association agree to review job descriptions every five (5) years. The first job classification and descriptions to be reviewed will be determined at a later date.

7.3 Probation:

- 7.3.1 Beginning July 1, 2021 all appointments of employees new to the District shall be for a probationary period of six (6) months.
- 7.3.2 A permanent employee who is re-assigned or promoted to a higher classification shall serve an additional probationary period for six (6) months in the new classification.
- 7.3.3 A probationary employee may be disciplined or dismissed at any time during the probationary period and such action shall not entitle the employee to a hearing before the Board of Trustees. A probationary employee will be given an employee evaluation at the 2nd and 5th month from their supervisor.
- 7.3.4 An employee who has served the required probationary period in a satisfactory manner shall be classified as a permanent employee and shall be subject to disciplinary action, including termination, for cause only.
- 7.3.5 A permanent employee who is serving a probationary period as a result of a reassignment or promotion and who is found to be unsatisfactory in the higher classification shall be reinstated in permanent status in a pay classification position similar to that in which the employee served prior to his/her reassignment or promotion unless there is otherwise good cause for his or her dismissal.

7.4 Transfer:

- 7.4.1 The right to transfer personnel in the interest of the District is established as a matter of policy. A Transfer is defined as a permanent change in work site or shift where the employee remains in the same job classification. Transfers may be initiated by the District or at the request of the employee. Qualified employees within the same classification may request a transfer to that vacant position via a Transfer Request form.
- 7.4.2 An employee desiring a transfer must make such a request in writing through the Department of Human Resources. If the transfer is made at the request of the District, it shall be done only after discussion with the employee and CSEA's local Chapter President.
- 7.4.3 An employee shall be deemed qualified to request a transfer if; the employee has attained permanent status in the District; the employee is permanent and has served at least one full year in his/her current classification/job title; and the employee's most recent performance evaluation is satisfactory or better.
- 7.4.4 An employee who is denied a promotion or transfer shall have the right to request a conference with the Director of Human Resources. The purpose of the conference shall be to advise the employee of the reason for the denial.

7.5 Transfers and Vacancies:

7.5.1 CSEA will be notified regarding classified vacancies and will be allowed to have a classified employee serve on interview panels of classified positions. The classified staff assigned to the panel will be from the same position whenever possible.

7.6 Promotions

7.6.1 If a vacancy is not filled through the transfer process, qualified employees may request a promotion to that vacant position.

7.6.2 A promotion is defined as the permanent movement of an employee from one job classification to another job classification of a higher range.

7.6.3 An employee may qualify to request a promotion if they meet the qualifications under 7.4.3.

Article VIII: EVALUATIONS

8.1 Evaluation: No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations shall be made based upon the observation and knowledge of the evaluator. Any negative evaluations shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any derogatory evaluation in accordance with the section.

8.2 All classified employees in the bargaining unit shall be evaluated by his/her immediate supervisor at least once each year. Probationary employees (i.e., those employed 12 months or less) will be given a second rating.

8.3 Evaluation reports will be made in triplicate. The original copy is to be forwarded to the District Superintendent for review and filing in the individual's record file; a duplicate copy is to be kept by the immediate supervisor, another to the employee.

8.4 If the employee considers the evaluation to be unfair, he/she may, at the time of the evaluation session, so indicate and request a hearing with the Business Manager to appeal the evaluation.

8.5 After appealing the evaluation to the Business Manager, if the employee is still unsatisfied, he/she may appeal it to the Superintendent. The decision of the Superintendent is final and shall not be subject to the Grievance Procedure in Article XIII.

8.6 If the employee is still unsatisfied, he or she may respond to the evaluation in writing and have that response stapled directly to the evaluation sheets kept in District files.

8.7 Pursuant to California Education Code Section 44031, all bargaining unit members shall have access to their personnel files, when not required to render services to the District.

8.8 Material of a derogatory nature in the unit member's personnel file relating to unit member actions or omissions which have not been repeated within the prior three (3)

year period may not be used by the District in any evaluation except as otherwise authorized by law. The unit member may request in writing that such material be removed from the file. The Superintendent or his/her designee shall decide whether the questioned material is to be removed.

Article IX: UNIFORMS

School bus drivers shall be allowed to wear walking shorts that are professional and appropriate in appearance during the summer school session and up to September 30 of the school year. Walking shorts that are too short in length are prohibited.

Article X: SAFETY

The District shall provide safe working conditions for its employees within its financial ability to do so, and in compliance with CAL-OSHA rules and regulations.

Article XI: LEAVE PROVISIONS

Benefits which are included in this section, Article XI, are the sole benefits which are part of this Agreement. Other statutory or regulatory leave benefits are not incorporated, either directly or impliedly, into this Agreement, nor are such other benefits subject to the Grievance Procedure, Article XIII.

11.1 Sick Leave

11.1.1 Each full-time classified employee shall be allowed one (1) day sick leave for each month employed per year, accumulated unlimited. The Superintendent may require the employee to submit a medical doctor's statement as to the cause of illness.

11.1.2 Regular employed part-time classified employees shall be granted the same sick leave benefits as granted to regular full-time classified employees, but such benefits are to be pro-rated in the same ratio as the regular work schedule of such part-time employees relates to an eight (8) hour working day.

11.1.3 After all earned leave as set forth in paragraph above is exhausted, additional non-accumulated long-term illness leave shall be available for a period not to exceed five (5) school months. The five-month period shall begin at the conclusion of all accumulated paid leave. The rate of pay shall be the difference between the unit members' regular pay and that of a substitute actually hired.

11.1.4 A bargaining unit member whose absences are covered by State Disability Insurance (SDI) shall have the option of coordinating SDI benefits with illness/injury/disability leave from the first day SDI coverage applies. This provision is dependent upon the bargaining unit agreeing to pay for the cost of SDI sometime during the life of this agreement.

11.2 Industrial Accident or Illness Leaves of Absence

- 11.2.1 Any classified employee who has been employed by the school district for a period of one (1) year shall be entitled to industrial accident or illness leave of absence for sixty (60) working days in any one fiscal year for the same accident. Such leaves for the regularly employed part-time classified employee may be prorated in the same ratio that his/her regular schedule bears to the schedule of the twelve (12) month employee.
- 11.2.2 The leave commences on the first day of absence and when it is exhausted, available sick leave, accumulated compensatory time or earned vacation may be used.
- 11.2.3 As long as the employee has paid leave of absence time available, the District shall require that temporary disability checks be endorsed to the District. The District shall then issue the employee his regular salary warrants with the usual deductions for retirement and other authorized contributions so that payment will not exceed the normal wage of the period.
- 11.2.4 Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee will be entitled to only the amount remaining for the same injury or illness.
- 11.2.5 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain in California unless the Governing Board authorizes travel outside the state.
- 11.2.6 Upon termination of the benefits outlined above in 11.2.2, the employee shall be placed on a thirty-nine (39) month re-employment list.
- 11.2.7 When all available leaves of absence for employees have been exhausted and the employee is not medically able to assume the duties of his position, he shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months to be employed in a vacant position in the class of his previous assignment. Employees who fail to accept an appropriate assignment after being medically released shall be removed from the thirty-nine (39) month re-employment list and dismissed.

11.3 Bereavement Leave

A unit member shall be granted leave of absence for the death of any member of the immediate family* without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for up to five (5) days.

*Mother and father, step-parents, in-laws parents, spouse, children, step-children, son or daughter-in-law, grandparents, grandchildren, brother or sister, brother or sister-in-law, or any person living in the immediate household.

11.4 Personal Necessity Leave of Absence

Employees are permitted to use up to seven (7) days of sick leave during any school year for the following specified personal necessities:

- 11.4.1 Serious accident involving his/her person or property, or the person or property of a family member living in his/her household, if the immediate presence of the employee is required during his/her work day.
- 11.4.2 Appearance in court as a litigant, or a witness under official order (advance permission is required).
- 11.4.3 Serious or critical illness of a member of the immediate family, as defined in Part 11.3, of such an emergency nature that the immediate presence of the employee is required during his/her work day.
- 11.4.4 To attend the funeral of a niece, nephew, aunt, uncle or cousin.
- 11.4.5 One day of paternity leave for fathers is permitted under this section. Day to be taken within one week of the child's birth (advance permission is required).
- 11.4.6 Other serious personal emergencies which cannot be resolved on a non-working day, if approved by the Superintendent or his designee (advance permission is required).
- 11.4.7 Response to an official order from another governmental jurisdiction with power to subpoena for reasons not brought about through the connivance or misconduct of the employee of such emergency nature that the presence of the employee is required during his/her regular working hours and no alternative meeting time during non-duty hours can be arranged (advance permission is required).
- 11.4.8 To be used to extend bereavement leave granted under Article 11.3.

11.5 Absence for Personal Business

Each bargaining unit member shall be entitled to two (2) days of personal business leave per school year. Such personal business leave days may be accumulated to a maximum of three (3) days total. Such personal business leave days shall be deducted from the allowable days of current sick leave granted to a bargaining unit member each year pursuant to Section 11.1. Personal business leave shall be in full working day increments only. No leave will be granted for personal business leave during the back to school institute week or during the final week of the school year.

11.6 Unpaid Family Care Leave

The District and Association agree that the provisions of the Family and Medical Leave

Act (FMLA) provisions will be implemented in accordance with state and federal law.

11.7 Catastrophic Leave Program

The purpose of the Catastrophic Leave Program is to allow all classified employees who have exhausted their own accumulated sick and personal leave and other paid time off and have a serious illness/disability or have an emergency in their immediate family requiring their presence to request a donation of sick days. For the purposes of this program, immediate family shall be defined as a spouse, domestic partner, child, stepchild, foster child, parent, or parent in-law of the participant.

- 11.7.1 When an a classified employee or member of his/her family experiences a catastrophic illness or injury which requires the employee to take time off from work for an extended period, and the employee has exhausted all available sick leave and other paid time off, he/she may request donations of accrued vacation or sick leave credits
- 11.7.2 Catastrophic Leave will require a medical verification to substantiate the illness or injury. It may not be used for elective surgery, personal necessity leave or normal pregnancy. Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
- 11.7.3 Participants may request a donation of sick days only after all their leaves have been exhausted. If the participant is also entitled to FMLA / CFRA, the twelve (12) workweeks within a twelve (12) month period shall run concurrently with the use of Catastrophic Illness Leave days.
- 11.7.4 A Catastrophic Leave Committee will be established to monitor the program, review requests and determine eligibility to receive a donation of days. The Committee will be comprised of the District Human Resources Officer and two (2) CSEA representatives. The District Human Resources Office shall have the responsibility of maintaining records for the program.
- 11.7.5 The decisions of the Committee shall not be subject to the grievance process.
- 11.7.6 Participants may request and be granted a withdrawal in units of no more than fifty (50) workdays per catastrophic illness or injury. Unit members may submit a request for an extension of a withdrawal of one (1) additional fifty (50) workday's allotment for each catastrophic illness or injury.
- 11.7.7 Upon determination that the employee is unable to work due to his/her own or a family member's catastrophic illness or injury, any other employee, upon written notice to the Governing Board, may donate accrued vacation and/or sick leave credits to the requesting employee. Donations shall be at a minimum of eight hours and in hour increments thereafter (Education Code 44043.5).
- 11.7.8 The amount of days to be donated to the participant will be determined by the committee and may or may not cover the length of the request. If there are not enough days to fund a request, the Committee has no obligation to provide sick leave days to the applicant. The District is under no obligation to provide additional sick leave days.

- 11.7.9 To ensure that the employee retain enough accrued sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to fewer than 12 days.
- 11.7.10 All transfers of eligible leave credit shall be irrevocable
- 11.7.11 The employee who is the recipient of the donated leave credits shall use those credits within 12 consecutive months.
- 11.7.12 The names of employees donating sick leave and how many days they have donated will be kept in complete confidence, the employee receiving donations will be informed of the total days available. If the employee receives more donated leave than they require, the remaining leave will be returned to the employee(s) who donated them. The Superintendent or designee shall ensure that all donations are confidential.
- 11.7.13 An employee who receives paid catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.

Article XII: EMPLOYEE RIGHTS

The District and CSEA recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organization activities, except as indicated in Article II.

Article XIII: CSEA RIGHTS

- 13.1 The CSEA shall have the right of access to bargaining unit employees during rest periods, meal periods, or any time before or after an employee's working day when the employee is present upon District property but not expected to be performing services or to be ready to perform services on behalf of the District.
- 13.2 District facilities may be used for meetings or employees before or after duty hours. Meetings held on school premises shall be approved in accordance with District rules and regulations.
- 13.3 Bulletin board space shall be available to CSEA in each school. Any communications posted on bulletin boards or sent through school means of distribution or placed in employee boxes shall be dated and contain the name of the CSEA officer responsible for communications.
- 13.4 The names, addresses, phone numbers and work site locations of all members of the bargaining unit who voluntarily provide such information shall be made available to the CSEA upon request as soon as it is compiled in the District, unless written authorization to withhold a phone number shall be given to the District.

- 13.5 With prior authorization from the work site administrator, a CSEA representative may contact an employee during his/her working hours.
- 13.6 CSEA shall have the right of fifteen (15) hours paid release time per year for Association business. This use of this time will be limited to the President of the Association. The President of the Association will communicate times and dates to the immediate supervisor so that there is no conflict with school / District activities. The District reserves the right to approve all requests for paid release time.
- 13.7 The District shall include the CSEA membership packet in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership packet to the District for distribution.

Article XIV: DISTRICT RIGHTS

The District retains all of its powers and authority to direct, manage and control the educational program to the full extent of the law except as limited by the terms of this Agreement. Included in, but not limited to, these duties and powers is the right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kind and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue and contract out work to be done in compliance with statutory requirements, however, CSEA has the right to bargain the decision and effects of contracting out work normally and routinely performed by bargaining unit members. In addition, the District Board retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action it deems necessary in the event of an emergency.

Article XV: GRIEVANCE PROCEDURE

- 15.1 Definitions
- 15.1.1 A “grievance” is a written complaint by a bargaining unit member of the CSEA for a bargaining unit member(s), that there has been a violation, misinterpretation, or misapplication of the agreement which adversely affects the bargaining unit member.
- 15.1.2 A “grievant” shall be an employee within the bargaining unit covered by this collective bargaining Agreement, and CSEA.
- 15.1.3 A “day” is any day in which the District office is open for business.
- 15.1.4 The “immediate supervisor” is the person having immediate supervision over the grievant.

15.2 Procedure

(Informal resolution)

15.2.1 Level One: The grievant shall attempt to resolve the problem through discussion with immediate supervisor.

15.2.2 Level Two: If unsatisfied with outcome of Level One, within days of the incident grievant may discuss the matter with the Superintendent. If the matter is still unresolved, the grievant may submit his/her grievance and a proposed solution, in writing, to the Superintendent within fifteen (15) days of the incident. The Superintendent shall respond in writing within five (5) days of receiving the written grievance.

15.2.3 Level Three: If matter is still unresolved, the grievant may receive a hearing by the District Board of Education by requesting to be placed on the Board agenda. The grievant may appear at the District Board meeting on his own behalf, or may be represented by the Association. The decision of the District Board shall be communicated in writing to the grievant within five (5) working days after the meeting.

The District Board's decision is final subject to a review by the court. If taken to court and a ruling is made by the court, the party losing the case shall pay court costs.

15.3 Written Materials

All written material used to support allegations must be signed and dated. New allegations not previously presented at Level Two may not be presented at Level Three.

15.4 Representation

No employee shall be required to be, or be prevented from being, represented by the Association in processing a grievance after Level One.

15.5 Released Time

The Association shall be entitled to have one (1) representative receive released time without loss of pay for the purpose of accompanying a grievant to a meeting with the District at Levels Two or Three. On duty unit members who appear as witnesses at the request of the District or grievant shall be given released time without loss of pay to attend hearings at Levels Two or Three. Released time shall not be granted for the purpose of preparing a grievance, interviewing witnesses, or for any activities other than meeting with the District at Levels Two and Three.

Article XVI: SAVINGS PROVISION

16.1 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.

- 16.2 Should a provision or application of this Agreement be deemed invalid as described, the parties shall meet no later than ten (10) working days after the request by either party to re-negotiate the provision so affected.

Article XVII: CONCERTED ACTIVITIES

- 17.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the CSEA or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 17.2 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.
- 17.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 17.4 It is understood that in the event this article is violated, and the CSEA, acting in good faith, has exhausted all efforts to stop the violation, the District shall be entitled to temporarily withdraw any rights, privileges, or services provided for in this agreement or in District policy, from any employee or employees involved in the violation, pending further negotiation with CSEA.

Article XVIII: SUPPORT OF AGREEMENT

The CSEA agrees to support this Agreement for its term and will not appear before the public school employer in order to seek change or improvement in any matter subject to the meet and negotiation process except as by mutual agreement of the District and CSEA.

Article XIX: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District until the District and CSEA expressly agree to change those practices or procedures to the extent they fall within the scope of bargaining through the negotiations process.

Article XX: TERM

- 20.1 The Agreement shall remain in full force and effect through June 30, 2021.
- 20.2 CSEA may open negotiations on Article 3 – Compensation and Benefits and one other Article. The District will also be limited to two Articles.
- 20.3 Negotiations for the succeeding Agreement are to commence with presentations of initial proposals.

Article XXI: INCENTIVE AWARD PLAN

Basic Plan

Each five-unit block of approved course work is worth \$10.00 per month during months worked for eight hour per day employees. Pay is prorated for those who work less time except that no part-time employee shall receive less than \$5.00 per month for each five-unit block during months worked.

Course Application Procedure

1. Units for a course must be directly related to employee's current job and approved by the Assistant Superintendent prior to or shortly after enrolling in the course.
2. Application must be made on the Incentive Plan Form in Appendix D.
3. The approval procedure is complete when the form is signed by the Assistant Superintendent and returned to the employee.

Acceptable Training

1. Courses receiving prior approval from the Assistant Superintendent are:
 - a. directly job-related offered by an adult school, college, or university
 - b. sponsored or endorsed by the district for employees in specific job classifications
 - c. a part of an individual growth plan previously approved by the Assistant Superintendent
 - d. deemed appropriate by the Assistant Superintendent

Salary Increase Application Procedure

1. The Assistant Superintendent must be notified in writing prior to May 1st if an employee expects to qualify by September 1.

2. Course work must be completed before September 1st to be considered in that year.
3. Proof of successful completion and final grade must be filled with the Assistant Superintendent before an increase in salary can be granted.
4. Increases begin with the September payroll and are paid on a monthly basis.

Review Committee

Each year, the Board of Education shall appoint a Review Committee to rule on appeals by employees whose request for credit was denied by the Assistant Superintendent. The Committee shall be made up of four (4) classified employees and one (1) administrator. Neither the Superintendent nor the Assistant Superintendent shall be committee members.

ADDENDUM NO. 1

Board Policy 4112.5 and Administrative Regulation 4112.5, adopted December 13, 1995, require alcohol and controlled substance abuse testing for safety sensitive positions (classified employees). This board policy and related administrative regulation were implemented in order to conform to the current law.

ADDENDUM NO. 2

In order to encourage bus drivers in Fowler Unified School District to maintain their school bus licenses/certificates for 180 days per school year, the following pay incentives have been established:

1. Each unit member who currently has a valid bus license/certificate will receive One Hundred Dollars (\$100.00) annually to be paid on July 10 of every year.
2. In addition to the One Hundred Dollars (\$100.00) received in #1 above, additional incentive monies will be paid to each unit member maintaining a valid school bus driver license/certificate for 180 school days of a school year.
 - a. Sixteen unit members who maintain a valid school bus driver license/certificate for 180 days of a school year will receive an additional Twenty-five Dollars (\$25.00) stipend to be paid on July 10.
 - b. Each additional unit member beyond the 16 in “a” above who maintains a valid school bus driver license/certificate for 180 days of a school year will generate an additional Twenty-five Dollars (\$25.00) per unit member up to a maximum of Two Hundred (\$200.00) per unit member (19 or more bus drivers).

ADDENDUM NO. 3

The District and Association agree to the Job Description for Food Services that were revised during the 2005/2006 school year.

Fowler Unified School District

Fowler, California 93625

Trustees:

M. Ronald Feaver
Nestor A. Piental
Jack R. Reed
Jerry Turner
Samuel O. Vucavich

O. John Taylor
District Superintendent
Gary P. Magill
Business Manager

Whereas Section 3540, et seq. of the Government Code, Title 1, Division 4, Chapter 10.7 (Rodda Act) provides that the public school employer may voluntarily recognize an employee organization as the exclusive representative of an appropriate unit of employees; and

Whereas the California School Employees Association, Fowler Chapter 452, has requested recognition pursuant to the provisions of the "Rodda Act" and has complied with the appropriate sections of the rules and regulations of the Educational Employee Relations Board; and

Whereas the California School Employees Association, Fowler Chapter 452 has agreed not to seek a clarification or amendment of the representation units as set forth below;

The Fowler Unified School District Board of Education hereby grants exclusive recongnition to Califnroai School Employees Association, Fowler Chapter 452, for em[ployees in the representation unit which is comprised of the following major grouping: food service, clerical, secretarial, operation and maintenance to include custodial/maintenance/grou8nds, instructional aides (paraprofessional) and transportation. Specifically it includes the following positions:

- | | |
|----------------------|-------------------------|
| Clerk II | Maintenance I |
| School Secretary | Maintenance II |
| Attendance Secretary | Head Custodian |
| Secretary I | Head Custodian II |
| Secretary II | Bus Mechanic |
| Account Secretary | Instructional Aide I |
| Custodian | Instructional Aide II |
| Groundsman | Cafeteria Worker |
| Head Groundsman | Home School Coordinator |
| Bus Maintenance | Security Guard |
| Bus Driver | |

And excludes all other positions not designated, including but not limited to:

- | | |
|---------------------------------|--------------------------------|
| Business Manager | Supervisor/Vehicle Maintenance |
| Supervisor/Transportation | Supervisor/Buildings, Grounds |
| Supervisor/Building Maintenance | Supervisor/Food Services |
| Supervisor/Accounting Services | Secretary to Business Manager |
| Secretary to Superintendent | Part-time casual employees |
| Substitutes | |

Fowler Unified School District

Fowler, California 93625

Trustees:

M. Ronald Feaver
Nestor A. Plental
Jack R. Reed
Jerry Turner
Samuel O. Vucavich

O. John Taylor
District Superintendent
Gary P. Magill
Business Manager

The District recognizes the California School Employees Association, Fowler Chapter 452 as the exclusive representative for purposes of the Rodda Act (Government Code Section 3540, et seq., Title 1, Division 4, Chapter 10.7) for the employees in the representation unit comprised of jobs in the following major groupings: food service, clerical, secretarial, operation and maintenance to include custodial/maintenance/grou8nds, instructional aides (paraprofessional) and transportation. Specifically it includes the following positions:

- | | |
|----------------------|-------------------------|
| Clerk II | Maintenance I |
| School Secretary | Maintenance II |
| Attendance Secretary | Head Custodian |
| Secretary I | Head Custodian II |
| Secretary II | Bus Mechanic |
| Account Secretary | Instructional Aide I |
| Custodian | Instructional Aide II |
| Groundsman | Cafeteria Worker |
| Head Groundsman | Home School Coordinator |
| Bus Maintenance | Security Guard |
| Bus Driver | |

And excludes all other positions not designated, including but not limited to:

- | | |
|---------------------------------|--------------------------------|
| Business Manager | Supervisor/Vehicle Maintenance |
| Supervisor/Transportation | Supervisor/Buildings, Grounds |
| Supervisor/Building Maintenance | Supervisor/Food Services |
| Supervisor/Accounting Services | Secretary to Business Manager |
| Secretary to Superintendent | Part-time casual employees |
| Substitutes | |

The California School Employee Association, Fowler Chapter 452 agrees that the unit is appropriate and that it will not seek a clarification or amendment of the unit either as to the specific exclusions or the enumerated inclusions.

5/13/76
Date

Billie A. Fina
Billie A. Fina, President
C.S.E.A. Chapter 452

O. John Taylor
O. John Taylor, Superintendent
Fowler Unified School District

Sam Gutierrez
Sam Gutierrez, Field Representative 23
California School Employees Assn

**2021/2022
Fowler Unified School District
Classified Salary Schedule**

<i>Position</i>	<i>Class</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>
Preschool Aide	1	15.00	15.45	15.91	16.39	16.88	17.39
Food Service Assistant	2	15.23	15.68	16.15	16.64	17.14	17.65
Cafeteria Clerk	3	15.23	15.68	16.15	16.64	17.14	17.65
Lead Food Service Assistant	4	15.45	15.92	16.39	16.89	17.39	17.91
Cafeteria/Accounts Clerk	5	15.69	16.16	16.64	17.14	17.65	18.18
Instructional Aide	6	15.92	16.40	16.89	17.40	17.92	18.46
Special Ed Aide	7	15.92	16.40	16.89	17.40	17.92	18.46
Speech Aide	8	15.92	16.40	16.89	17.40	17.92	18.46
Bilingual Aide	9	16.16	16.64	17.14	17.66	18.19	18.73
Lead Food Service Cook	10	16.40	16.89	17.40	17.92	18.46	19.01
Health Tech/Home-School Liaison	11	16.40	16.89	17.40	17.92	18.46	19.01
Office Clerk	12	16.40	16.89	17.40	17.92	18.46	19.01
Library Aide I	13	16.65	17.15	17.66	18.19	18.74	19.30
High School Cafeteria Manager	14	16.90	17.40	17.93	18.46	19.02	19.59
Library Aide II	15	17.15	17.67	18.20	18.74	19.30	19.88
Accounts Clerk II	16	17.41	17.93	18.47	19.02	19.59	20.18
Custodian	17	17.41	17.93	18.47	19.02	19.59	20.18
Attendance Secretary	18	17.67	18.20	18.75	19.31	19.89	20.48
Registrar	19	17.67	18.20	18.75	19.31	19.89	20.48
Groundskeeper I	20	17.93	18.47	19.03	19.60	20.19	20.79
School Office Manager I	21	18.20	18.75	19.31	19.89	20.49	21.10
Technology Support Technician	22	18.20	18.75	19.31	19.89	20.49	21.10
Driver/Vehicle Maintenance Worker	23	18.48	19.03	19.60	20.19	20.80	21.42
Groundskeeper II	24	18.48	19.03	19.60	20.19	20.80	21.42
Head Custodian I	25	18.48	19.03	19.60	20.19	20.80	21.42
Preschool Teacher	26	18.48	19.03	19.60	20.19	20.80	21.42
Driver/Mechanic	27	18.75	19.32	19.90	20.49	21.11	21.74
Head Custodian II	28	18.75	19.32	19.90	20.49	21.11	21.74
Maintenance Worker	29	19.03	19.61	20.19	20.80	21.42	22.07
School Office Manager II	30	19.32	19.90	20.50	21.11	21.75	22.40
Driver/Lead Mechanic	31	19.61	20.20	20.80	21.43	22.07	22.73
Skilled Maintenance Worker	32	19.61	20.20	20.80	21.43	22.07	22.73
Campus Supervisor	33	15.00	15.45	15.91	16.39	16.88	17.39

**Any salary listed that falls below CA minimum wage will be paid at the current CA minimum wage.*

Maximum 3 years credit given for skilled experience.

Night Shift (after 4:00 pm) receives a shift differential equal to 7% of hourly rate (for only 9 months)

Longevity shall be paid monthly in accordance with the following schedule:

- 1.50% Commencing with 15th year of service
- 2% Commencing with 20th year of service
- 3% Commencing with 25th year of service
- 4% Commencing with 30th year of service

Annual Rate is determined by Hourly Rate X 8 hours X # of duty days

Board Approved: 08/11/2021

Classification Schedule

2018/2019

<u>Food Services</u>	Class
Snack Bar Assistant	-
Food Service Assistant	2
Lead Food Service Assistant	4
Lead Food Service Cook	10
High School Cafeteria Manager	14
<u>Transpiration</u>	
Bus Driver	23
Driver/Vehicle Maintenance Worker	23
Driver/Mechanic	27
Driver/Lead Mechanic	31
<u>Operations</u>	
Custodian	17
Groundskeeper I (entry level)	20
Groundskeeper II	24
Head Custodian I	25
Head Custodian II	28
<u>Building Maintenance</u>	
Maintenance Worker	29
Skilled Maintenance Worker	32
<u>Clerical/Accounts</u>	
Cafeteria Clerk	3
Cafeteria/Account Clerk	5
Accounts Clerk I	-
Office Clerk	12
Accounts Clerk II	16
Attendance Secretary	18
Registrar	19
School Office Manager I	21
School Office Manager II	30
<u>Aides</u>	
Instructional Aide	6
Special Education Aide	7
Preschool Aide	1
Bilingual Aide	9
Library Aide I	13
Health Technician/Home-School Liaison	11
Library Aide II	15
Preschool Teacher	26

**CLASSIFIED EMPLOYEES
INCENTIVE AWARD PLAN**

The purpose of the Incentive Award Plan is to encourage employees to take training that leads to direct, significant improvement of their ability to perform in their current job assignment.

To: Edith Cantu, Director of Human Resources

I request approval of the following courses for credit under that Classified Incentive Award Plan:

Course Title: _____

Number of Units: _____

Name of College or Adult School: _____

Date: _____ Employee Name: _____

Employee's School: _____

-----DO NOT WRITE BELOW THIS LINE-----

_____ Participation approved for credit on the Incentive Award Plan

_____ Participation not approved for credit for the following reason(s):

Date: _____

Edith Cantu, Director of Human Resources