

**Dunsmuir Joint Union High School
District**

**CLASSIFIED EMPLOYEE
CONTRACT**

Between

Dunsmuir Joint Union High School District

and

Dunsmuir Classified Employees Association

2022-23, 2023-24, 2024-25

Approved 5/11/23

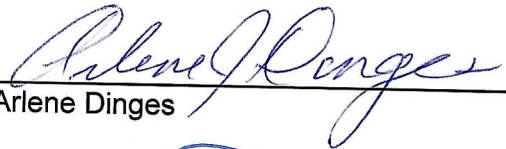
SIGNATURE PAGE


This is the final and complete agreement of the District and the Association on all topics within the scope of negotiations for the 2022-23, 2023-24, 2024-25 school years. All topics not included herein are deemed withdrawn.

Ratified by: **SIGNATURES ON FILE**

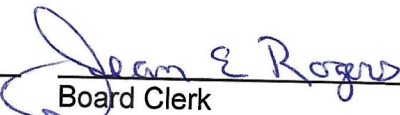
DUNSMUIR HIGH SCHOOL
CLASSIFIED
EMPLOYEES ASSOCIATION

DUNSMUIR JOINT UNION HIGH
SCHOOL DISTRICT


Arlene Dinges


Board President


Jeff Ogden


Board Clerk

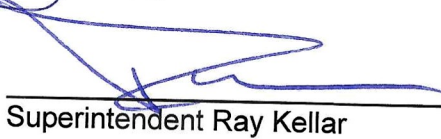

Superintendent Ray Kellar

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**ARTICLE I
AGREEMENT**

- 1.1 This is an agreement made and entered into this **1st day of July 2022**, by and between the Dunsmuir Joint Union High School District (hereinafter referred to as "District") and the Dunsmuir Classified Employees Association (hereinafter referred to as "Association").

**ARTICLE II
DURATION**

- 2.1 This agreement shall be effective upon ratification by both parties and shall remain in full force and effect from **July 1, 2022 until June 30, 2025**. If renegotiation is taking place, this Agreement shall remain in effect during the period wherein negotiations are taking place and until a new agreement has been reached.
- 2.2 Continue with current contract language. Changes in contract language during the term of the contracts allowed due to legislation or mandatory policy updates and revisions. (12/9/15)

**ARTICLE III
DISTRICT RIGHTS**

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.
- 3.2 The District's exercise of its powers, rights, authority, duties and responsibilities; the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with law.
- 3.3 The District retains its right to amend, modify, or rescind policies, regulations, and practices referred to in this agreement in cases of emergency. For the purposes of this article, an emergency is defined as an act of God, a war, a natural or man-made disaster.
- 3.4 Any review of grievances related to this article, pursuant to Article 12.5, (Procedures for Processing Grievances) is solely limited to whether or not the District appropriately reserved its rights.

**ARTICLE IV
ORGANIZATIONAL SECURITY**

- 4.1 The District and Association 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.

- 4.2 The Association shall have the exclusive right to have initiation fees and dues deducted for employees within the bargaining unit by the District.
- 4.3 The District shall deduct, in accordance with DCEA, dues and service fee schedule, dues from wages of all employees who are members of DCEA and who have submitted dues authorization forms to the District.

**ARTICLE V
RECOGNITION**

- 5.1 The District hereby acknowledges that DCEA is the exclusive bargaining representative for all classified employees holding those positions described below. Newly created positions, except those that lawfully are certificated, management, confidential, or supervisory, shall be assigned to the bargaining unit. Disputed cases shall be submitted to the PERB for resolution after discussion between the District and DCEA.
 - 1) Relief Bus Driver
 - 2) Maintenance/Custodial/Transportation
 - 2) Instructional Aide
 - 3) Community Day School Assistant
 - 4) Office/Attendance Clerk
 - 5) Career Counselor/Registrar
 - 6) Library/Computer Tech
 - 7) Custodian
 - 8) Bus Driver
 - 9) Part-Time Custodian

**ARTICLE VI
SEVERABILITY**

- 6.1 If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provisions of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which continue in full force and effect.

**ARTICLE VII
SAFETY**

- 7.1 It is the responsibility of each employee to report unsafe conditions to the appropriate site administrator. Such reports shall be in writing. The District shall prepare and post rules for employee safety and the prevention of on-the-job accidents. Such rules shall provide regulations for precautions and safety of employees in the performance of their duties.

- 7.2 No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 6.1 of this Article.

ARTICLE VIII CONCERTED ACTIVITIES

- 8.1 It is agreed and understood that there will be no strike, work stoppage slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interferences with the operations of the District by the Association or by its officers, agents or members during the term of this agreement, including compliance with the term of this Agreement, including compliance with the request of other labor organizations to engage in such activities.

ARTICLE IX CLASSIFICATION

- 9.1 The anniversary date for advancement on the classified salary schedule will be the first day of paid service. When an employee is reclassified from one classification to another classification, the anniversary date of the employee will change to the date of the employee's first day of paid service in the new classification.

ARTICLE X LEAVES

10.1 BEREAVEMENT LEAVE

- a. Every employee shall be entitled to up to three (3) days (five (5) days if trip is over 600 miles) of absence because of the death of any member of the employee's immediate family, with no deduction from the salary of the employee.
- b. A member of the "immediate family" is defined as: mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson or granddaughter, foster parent, stepparent, foster child, aunt, uncle, domestic partner, or any relative living in the immediate household of the employee.
- c. Benefits under this policy shall be exclusive of any other leave with pay, and no deduction shall be made from any accumulated leave of absence.
- d. Employees shall be required to complete a leave verification form.

10.2 SICK LEAVE

- a. Sick leave is defined as an absence necessitated by the employee's personal injury or

illness. Benefits for absences necessitated by an industrial illness/injury are specifically provided for under Article X, Section 3 of this policy.

- b. Classified employees employed five days a week, 12 months per year, shall be entitled to twelve (12) days leave of absence for illness or injury with full pay for a fiscal year of service. A classified employee employed full time, who is employed for less than a full fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number that individual is employed bears to twelve (12).
- c. Credit for leave need not be accrued prior to taking such leave, but the advance of sick leave credit cannot exceed the number of days which can be earned within the current fiscal year. However, newly employed employees shall not be eligible to take more than six days or the proportionate amount to which entitled until after completion of six months of active District service.
- d. Classified employees may accumulate unused sick leave without limitation.
- e. All employees shall provide the District with a verification of illness following any absence exceeding three consecutive work days. However, the District may require a doctor's verification following any absence due to illness or injury as a condition of payment of sick leave hereunder.
- f. Employees shall notify their immediate supervisor, or designee, in advance of taking any sick leave.
- g. Employees returning to work from sick leave after surgery or serious illness, upon the request of the District, must provide a doctor's release certifying medical permission to return to work.
- h. When an employee's employment terminates and more sick leave has been used than earned, the amount used, but not earned, shall be deducted from the final pay warrant.
- i. Sick leave credit received by transfer from another school District or County Superintendent of Schools shall be accepted and credited to the employee's sick leave account with the Dunsmuir Joint Union High School District, if the employee was terminated from the previous employment for other reasons than initiated by the employer for cause, the sick leave will not be credited. The employee must have accepted a position with the Dunsmuir Joint Union High School District within twelve months of having terminated employment with the previous employing district or County Superintendent of Schools.
- j. All sick leave rights or accumulation shall be canceled when an employee severs all connection with the District as an employee except that accumulated sick leave may be transferred to a subsequent employing district upon request pursuant to the above provisions.
- k. If a classified employee is absent from work because of illness or accident and has exhausted all accrued and advanced sick leave, he/she shall receive extended sick leave benefits subject to the following conditions:

10.3 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- a. All industrial injuries or illnesses must be reported to the employee's supervisor immediately. The supervisor will prepare and forward to the Business Manager a written report of Industrial Injury. The claim will be reported to the Worker's Compensation.
- b. Employee's who have completed six (6) months of continuous active District service shall be eligible for leave of absence because of industrial accident or illness which the District's industrial accident insurance carrier considers a valid claim. Allowable leaves shall be for not more than sixty (60) service days in any one (1) fiscal year for the same accident and shall commence the first day of absence.
- c. Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
- d. Employees shall be paid such portion of the salary due for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of not more than their full salaries.
- e. Leave of absence applies for under this provision shall be rendered by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award to the employee.
- f. Industrial illness and accident leave is to be used in lieu of sick leave. When entitlement to industrial illness and accident leave has been exhausted, entitlement to other paid leaves including, but not limited to sick leave, vacation pay, and substitute difference shall then be used. If an employee is receiving a temporary disability indemnity, the employee shall be entitled to utilize only so much accumulated sick leave, vacation leave, and substitute difference pay which, when added to the temporary disability indemnity, will result in a payment of no more than the full salary. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District in turn shall issue the appropriate salary warrants for payments of salary and shall deduct normal retirement and other authorized deductions.
- g. When all available leave, paid or unpaid, have been exhausted, it is incumbent upon the employee to resume assigned duties. If the employee is medically unable to do so, the employee shall be placed on a re-employment list for a period of thirty-nine (39) months. When available during the thirty-nine (30) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates, except for a re-employment list established because of layoffs due to lack of work or a lack of funds in which case the person shall be listed on the re-employment list in accord with appropriate seniority.
- h. During industrial illness and accident leave unless travel outside California is authorized by the governing board, employees receiving benefits shall remain in the State of California.
- i. The District may require a written statement from a physician verifying an employee's absence under this leave and the ability to return to work. Ed Code 44984

10.4 PERSONAL NECESSITY LEAVE

a. Classified employees may use a maximum of seven (7) (BP 4261.2 1/94) days at their election of accumulated sick leave in any fiscal year for personal necessity leave for the following purposes:

- (1) Death of a member of the immediate family when an additional leave is required beyond that provided under bereavement leave.
- (2) Accident involving the person or property of the employee, or the person or property of a member of the immediate family.
- (3) Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
- (4) Incapacitating illness of a member of his immediate family.
- (5) Imminent danger to the employee's home, occasioned by an event such as earthquake, flood, fire and other disaster.
- (6) Medical or dental appointments for preventative health reasons which cannot be scheduled during other than work hours.
- (7) Other occasions the employee cannot reasonably be expected to disregard until other than work hours.
- (8) Or any other reasons as approved by the Superintendent.

b. "Members of the immediate family" shall be defined in the Bereavement Leave provision of Article X, Section 1, Item B.

c. Employees desiring personal necessity leave shall be provided with appropriate request forms by the Superintendent. This form shall be completed and returned to the Superintendent who shall be responsible for recommending approval or disapproval, not less than five (5) working days prior to the date for which leave is requested. The employee shall be notified of action taken with his request not less than two (2) working days following disposition of his request for leave.

d. The employee shall not be required to secure advanced permission for reasons involving:

- (1) Death or serious illness of a member of his immediate family.
- (2) Accident involving his person or property, or the person or property of a member of his immediate family.
- (3) Imminent danger to the employee's home, occasioned by an event such as earthquake, flood, fire, or other disaster.

The employee will attempt to notify the District as soon as possible of his absence because of Items (1), (2), and (3) above.

10.5 PREGNANCY DISABILITY LEAVE

a. Any employee may utilize the accumulated sick leave for the purpose of a disability

related to pregnancy, miscarriage, childbirth and the recovery there from. The length of such leave, including the date on which the leave shall commence and the date the employee shall resume duties, shall be determined by the employee and the employee's physician; provided that such verification clearly demonstrates to the District that such leave is for disability and is not just for purposes of child care or any purposes other than pregnancy-related disability. Such pregnancy-related disability leave with pay shall be granted and administered in the same manner as other temporary disability for illness injury.

10.6 JURY DUTY

- a. An employee is entitled to a leave to serve jury duty. An employee shall receive his or her regular pay, but shall reimburse the District for any amount received for jury fees, exclusive of allowed mileage, parking or meal expense reimbursement.
- b. An employee who serves a full day of jury duty six hours or more is not required to report to work on that day (or evening, in the case of an evening shift employee), If an employee serves less than a full day of jury duty, (less than six hours), the employee shall report to work for an amount of time equal to the balance of the shift scheduled. Unless it is impractical to do so, an employee is expected to report to work prior to jury duty.

10.7 MILITARY LEAVE

- a. Employees covered by this Agreement are entitled to appropriate military leave of absence as provided by State Law, including Sections 389 and 395 of the Military and Veteran's Code.

10.8 SHORT TERM LEAVE OF ABSENCE

- a. Personal leaves of absence may be granted only by the Dunsmuir Joint Union High School District Board of Trustees and provided that such leave does not seriously inconvenience the educational program of the District as determined by the Board of Trustees.

10.9 CHILD CARE LEAVE

- a. Employees may be granted parental child care leave for the purposes of preparing for and the caring of a newly born or newly adopted child. Up to three months of leave, without pay or benefits of any kind, may be granted upon request, to an employee to prepare and care for a newly born or newly adopted child; provided that such leave request is made at least 15 work days prior to the requested beginning date, and provided further that such commencement date coincides with the best interests of the District. The employee may purchase health benefits under sections 14.2.2 through 14.2.4 at his/her own expense during the period of leave.

10.10 LEAVE FOR FAMILY CARE

- a. Family and Medical Leave Act

Unit members are eligible for leave under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). This is outlined in the District Personnel handbook for Classified Employees. (Article 11)

1. FMLA leave and CFRA leave may be used to cover the birth of a child, adoption, foster care, and serious medical condition of a parent, child, spouse or unit member.
 2. FMLA leave shall run concurrently with all other leaves. CFRA leave shall run concurrently with all other leaves except pregnancy disability leave. If the unit member is disabled due to pregnancy, CFRA leave shall commence at the end of disability period.
 3. The term of FMLA and CFRA leaves is 12 weeks within a 12 month period.
- b. In any calendar year commencing in 2000, a unit member may use his/her accrued and available sick leave, up to an amount that would be accrued during six (6) months employment at the unit member's then current rate of entitlement, to attend to an illness of a child, parent or spouse of the unit member. All conditions and restrictions applicable to the use by a unit member of sick leave shall apply to the use by the unit member of sick leave to attend to an illness of his/her child, parents or spouse.
- c. Any sick leave described above shall be applied as personal necessity leave and taken from the unit member's personal necessity leave balance, if any. To the extent that the unit member's personal necessity has already been used for purposes other than the attend to an illness of a unit member's child, parent or spouse, accrued sick leave may be used up to the amount described herein after any remaining available personal necessity leave has been used.
- d. The entitlement described herein does not extend the maximum period of leave to which a unit member is entitled under Section 12945.2 of the Government Code or under whether the unit member receives sick leave compensation during that leave.

ARTICLE XI HOLIDAYS

- 11.1 Regular classified employees who are in paid status during any portion of their regular scheduled working day, immediately preceding or succeeding the holiday, shall be entitled to the following days off with pay:
- a. New Year's Eve Day
 - b. New Year's Day
 - c. Martin Luther King, Jr. Day
 - d. Lincoln's Day
 - e. Washington's Day
 - f. Memorial Day
 - g. Independence Day
 - h. Labor Day
 - i. Admission Day (In the event the District does not operate school, an alternate holiday continuous with a weekend shall be designated by mutual agreement with the Association)
 - j. Veteran's Day
 - k. Thanksgiving Day
 - l. and the Following Friday

- n. Christmas Eve Day
- o. Christmas Day
- p. Local Floating Holiday
 - Must be on a non-school day ie: Spring Vacation, Winter Break
 - With approval of the Superintendent; applied for On District form

**ARTICLE XII
VACATION**

12.1 Paid vacation leave shall accrue for unit members at the following rate:

One (1) to four (4) school years District Service:

.833 days per month for full time service
10 workdays per year of full time service

Five (5) to fourteen (14) school years District Service:

1.25 days per month for full time service
15 workdays per year of full time service

Fifteen (15) school years District Service:

1.67 days per month for full time service
20 workdays per year of full time service

Instructional aides shall take earned vacation days prior to June 30, but not during scheduled school days. Requests for leave shall be submitted at least 10 working days prior to taking leave. Accumulated leave not taken during the school year shall be paid for in the June warrant.

**ARTICLE XIII
SNOW DAYS**

- 13.1 Snow days shall be defined as any day when school is canceled by the District due to snowy weather conditions.
- 13.2 No classified employee shall report to work on a snow day without the specific approval and direction of the Superintendent.
- 13.3 Snow Days: In the event a snow day must be called, the non-essential employees for snow removal may have the option of using personal necessity leave for the day not attended.
- 13.4 Employees affected by this section shall be responsible for listening for the appropriate announcement over the local radio station where snow conditions are such that school may be canceled.

ARTICLE XIV**INSURANCE BENEFITS**

14.1

Each Unit member who is normally assigned to work at least thirty (30) hours per week shall be entitled to receive the following insurance coverage fully paid by the District. Those employees who work less than thirty (30) hours per week have the option of full benefits by paying the difference of the premium based upon the percent of full time (8 hours per day) that they are employed. Example: 5 hrs= District 5/8 Employee 3/8
4 hrs= District 4/8 Employee 4/8

14.1.a Health Dental and Vision Benefits:

The District shall continue to provide the current benefit package (Health, Dental, Vision insurance) to all employees who are covered by the terms of this agreement, and their eligible dependents. The District's maximum yearly contribution shall be \$16,843 for 12 month employees. Employees who work less than 12 months a year will receive a prorated District contribution based upon how many months they work. Any costs above the maximum District contribution shall be borne by the individual employee. (7/1/08) While the level of coverage in the benefit package is subject to negotiations, the provider is at the discretion of the District, (4-11-90) Both parties agree to coordinate a meeting between classified employees and the insurance provider to consider changes to the insurance benefits plan. (7/1/08)

14.2

A member of the unit on an unpaid leave of absence may participate at the member's option and at his/her expense, in the above insurance coverage during the period of the leave, subject to the approval of the insurance carrier. If such an option is selected by an employee, premiums will be paid to the District on a monthly basis in advance pursuant to District procedures.

14.2.a Instructional Aides not employed during the summer months may choose to maintain insurance benefits under A or B below:

A. Withholding of premiums for the summer period from monthly pay warrants, the amount equally divided over a ten month period. The employee must notify the District no later than September 15, if he/she desires to participate in this option.

B. The employee shall pay the total premiums due for the summer months no later than June 15.

An employee not selecting either A or B above, will be dropped from insurance coverage June 30. (12.2.a 12-9-87)

14.3

An employee who is in paid service to the District during one-half or more of the working days in the month shall be entitled to fully-paid insurance benefits for that month.

- 14.4 Employees employed less than 4 hours per day shall not be eligible to participate in the benefits program. Hourly employees employed 4 or more hours per day, shall be eligible for prorated benefits.
- 14.5 The fringe benefits provided and the District's percentage of premium contribution thereto shall remain in effect during the term of this Agreement and until a successor agreement is effected.
- 14.6 Such contributions made by the District may be applied to any combination of benefits, however, no employee shall receive any premium amount as cash compensation.
- 14.7 **Pool Plan Agreement:** Annual approval needed. **(5/11/22 for the 22/23 year)**

The Pool Plan is an annual agreement between the Board of Trustees, the Certificated Unit and the Classified Unit. The Pool Plan is based on the District Benefit Plan having tiered rates as agreed upon in the original 2009-2010 Agreement, and subsequent Pool Plan annual renewal each year following.

All parties (Certificated Unit, Classified Unit, and Board) must agree annual to participate in the Pool Plan.

The available pool shall not exceed the Districts CAP obligation.

The Pool Plan takes the negotiated obligatory benefit CAP for each employee and creates a "pool" of available funds for employee benefits. The Pool Plan agreement shall remain in full force and effect for each fiscal year agreed to, suspending the requirements of the individual CAP.

No later than May 31st representatives of the Administration and the Units shall meet to discuss the insurance rates which will be in effect for the next insurance year commencing October 1st.

During the providers plan selection period, the units may select the available plans per unit (number of plans allowable for District size), with one plan being equivalent to the ACA Bronze Plan.

Employees may change from one medical plan to another plan during the district's designated Open Enrollment period. Dependents can be added or subtracted, but an employee cannot change from one plan to another outside of that open enrollment period. All provider requirements must be adhered to.

No individual cash allocation is allowed for individual benefit costs that are under the obligatory CAP, in or outside the Pool Plan agreement period.

The excess costs above the "Pool" will be dispersed appropriately. Employees, if under the CAP, will pay zero, and those employees above the CAP will share those excess costs depending on their enrollment status.

This Agreement in no way restricts an employee from adding or subtracting eligible dependents during the year that meet the allowable requirements. Once the "pool" has been established for that fiscal year, any additions that cause a premium cost increase will be borne by the individual until the next pool plan year. Any deletions that cause a premium decrease will be adjusted for that individual, but will not affect the "pool".

**ARTICLE XV
EVALUATION PROCEDURES**

- 15.1 Each employee shall be evaluated by the Superintendent or his/her designee.
- 15.2 No less than two (2) evaluations shall take place during the probationary period of employment. One of the evaluations will take place at the end of the third month of the probationary period; another at the end of the fifth month of the probationary period.
- 15.3 An annual evaluation shall be made for permanent employees. An evaluation shall take place prior to March 31 of each year.
- 15.4 The employee shall review and discuss his/her evaluation with the Evaluator. The employee shall then sign the evaluation testifying that the review and discussion has taken place. The employee's signature does in no way signify agreement with the evaluation.
- 15.5 Negative evaluations shall include specific recommendations for improvement and shall be presented in writing.
- 15.6 The Association and the District shall jointly develop evaluation forms. Changes on evaluation forms must be mutually agreed upon.

**ARTICLE XVI
GRIEVANCE PROCEDURES**

16.1 Definitions

16.1.a "grievance" shall be defined as a complaint by a unit member involving the interpretation, application, or an alleged violation of the expressed written terms of this contract.

16.1.b "day " means any day on which the administration offices of the Dunsmuir Joint Union High School District are open for business.

16.1.c "immediate supervisor" is the lowest level administrator/supervisor outside the bargaining unit having immediate jurisdiction over the grievant and who has been designated to administer grievances.

16.2 Procedure

16.2.a LEVEL ONE: A grievant will within fifteen (15) days after the grievant knew or should have known of the event, present a written statement of his/her grievance to the immediate supervisor or with the Superintendent, or through the Association's designated Grievance Representative, with the objective of resolving the matter informally.

16.2.b LEVEL TWO: IF the grievant is not satisfied with the disposition of the grievance at Level One, or no action has taken place five (5) days after presentation of the

grievance, they may file the grievance in writing with the Superintendent within ten (10) days after the decision at Level One.

16.2.c This statement shall be a clear, concise statement of the grievance, the specific section of the Collective Bargaining Agreement allegedly violated, the circumstance involved, and the specific remedy sought.

16.2.d Within ten (10) days after receipt of the written grievance, the Superintendent or his designee will meet with the grievant in an effort to resolve it.

16.2.e The Superintendent or designee shall communicate his/her decision in writing within ten (10) days after receiving the grievance.

16.2.f LEVEL THREE: In the event the grievant is not satisfied with the decision at LEVEL TWO, the grievant may appeal the decision to the Board of Trustees within fifteen (15) days after receiving a decision from LEVEL TWO.

16.2.g This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.

16.2.h A meeting shall be held if requested.

16.2.i The Board of Trustees shall communicate their decision, in writing, to the grievant and the Association within fifteen (15) days after receiving the appeal.

16.2.j LEVEL FOUR: If the grievant is not satisfied with the disposition of his grievance at LEVEL THREE, or if no written decision has been rendered within fifteen (15) days after the Board meeting, the grievant may, within ten (10) days after a decision by the Board of Trustees, request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent, within fifteen (15) days after receipt of the request from the grievant, submit the grievance to binding arbitration. If any question arises as to the appropriateness of the grievance being arbitrated, such question will be ruled upon by the arbitrator prior to hearing the merits of the grievance, unless the arbitrator determines otherwise.

16.2.k The Association either in its own behalf or in behalf of the classified employees, may initiate a grievance which affects one or more employee, at LEVEL TWO.

16.2.l The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the California Conciliation and Mediation Service. The California Conciliation and Mediation Service, who will supply a list of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternate in striking a name until only one (1) name remains. The order of striking shall be determined by lot.

16.2.m The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by

law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he judges to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties of the Agreement. All costs for the services of the arbitrator, including, but not limited to, per diem expense, his travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

16.3 Rights of Employees to Representation

16.3.a No reprisals of any kind will be taken by the Superintendent or by any members or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

16.3.b An employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected by the Association or its representative. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

16.4 Miscellaneous

16.4.a Until final disposition of a grievance is accomplished, the grievant is required to conform to the original direction of the Superintendent.

16.4.b Decisions rendered at LEVELS' ONE, TWO, and THREE of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.

16.4.c The initial filing of grievance shall not occur during the actual instructional time of the employee filing the grievance.

16.4.d An extension to any time limit stated may be made by mutual agreement of the parties.

16.4.e All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of the employee. Any step of the procedure may be waived by mutual written agreement of the parties.

ARTICLE XVII PERSONNEL FILES

17.1 Materials in an employee's personnel file which may affect the status of his/her employment are available for inspection by the employee; such materials shall not include ratings, reports, or records which were obtained prior to the employment of the employee.

- 17.2 Whenever information is to be entered in an employee's file which is of a derogatory nature, the employee shall first be given written notice that he/she has four (4) working days to review the information and comment thereon.
- 17.3 No files shall be kept apart from the employee's personnel file that are unknown to the employee, and the employee does not have access to as in provisions 15.1 and 15.2 above.

ARTICLE XVIII PROFESSIONAL GROWTH INCENTIVE STIPEND

INCENTIVE PROGRAM:

The District wishes to encourage employees to seek additional training and education. Additional education and training that is completed on the employees time and at his/expense will be compensated for by Classified Employee Incentive Program.

- 18.1 Employees who have been employed for fifteen years or more may earn a 5% stipend paid at the end of each fiscal year by participating in the Classified Employee Incentive Program.
(The actual amount of the stipend shall be determined by calculating 5% of the salary earned (excluding overtime and compensatory time off) during the fiscal year.
- 18.2 Employees who have been employed for twenty years or more may earn a 7.5% stipend paid at the end of each fiscal year by participating in the Classified Employee Incentive Program. (The actual amount of the stipend shall be determined by calculating 7.5% of the salary earned (excluding overtime and compensatory time off) during the fiscal year.
- 18.3 In order to participate in the incentive program employees must complete the following:
- A. Earn a total of five units of "Incentive Credit" in the three years prior to the first day of work of the year in which an incentive stipend is applied for.
 - B. "Incentive Credits" may be earned at a rate of eight hours of approved training for each unit of credit granted. Credits earned at accredited post secondary institutions will be accepted on a ratio of 2 incentive credits for each semester unit of credit earned.
 - C. Incentive credits must be approved prior to the beginning of the class or course sequence or workshop.
 - D. The stipend will be paid each year for a maximum of five years. If at the end of five years the employee the has accrued an additional five units of credit the stipend will remain in force, or for a 20 year employee increased to 7.5%. If the employee has not earned the additional credits the stipend will sunset at the end of the fifth year.

**ARTICLE XIX
EMPLOYEE DISCIPLINE**

19.1 Discipline

The District has the right to take appropriate disciplinary action against permanent classified employees, including, but not limited to, oral or written reprimand, suspension without pay, retention on the same step and column of the salary schedule, reduction of seniority, demotion or any other appropriate disciplinary action.

19.2 Cause

A classified employee may be subject to disciplinary action by the Superintendent for cause. The District retains the right to discipline classified employees for any reason which is in the best interest of the District. Causes for disciplinary action include, but are not limited to, the following:

- 19.2.a Incompetence or inefficiency in the performance of the duties of his/her position;
- 19.2.b Insubordination, including, but not limited to, refusal to do assigned work or refusal to follow directives of the Superintendent or the employee's supervisor;
- 19.2.c Carelessness or negligence in the performance of duty or in the care or use of property;
- 19.2.d Discourteous, offensive or abusive conduct or language toward other employees, pupils or the public;
- 19.2.e Dishonesty;
- 19.2.f Drinking alcoholic beverages on the job or reporting for work while under the influence of intoxicating liquor;
- 19.2.g Addiction to the use of any drugs or narcotics or any drug or narcotic offense as defined in Education Code Section 44011;
- 19.2.h Conviction of any crime involving moral turpitude;
- 19.2.i Arrest or any violation for a sex offense as defined in Education Code Section 44010;
- 19.2.j Repeated and unexcused absence or tardiness;
- 19.2.k Abuse of illness leave privileges;
- 19.2.l Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records or any other office records;

- 19.2.m Persistent violation or refusal to obey safety rules or regulations made applicable to public schools by the Board of Education or by an appropriate State or Local government agency;
- 19.2.n Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment or the accepting of anything of value or any service in exchange for granting special treatment to another employee or to any members of the public;
- 19.2.o Willful or persistent violation of the Education Code, Board policy, or rules of the District or their representative;
- 19.2.p Any willful failure of good conduct tending to injure the public service;
- 19.2.q Abandonment of position; and
- 19.2.r Advocate the overthrow of federal, state or local government by force, violence or other unlawful means or knowing membership in the Communist Party.

19.3 Notice of Disciplinary Action

- 19.3.1 Prior to the imposition of discipline, other than an oral or written reprimand or a five or fewer day suspension without pay, the District shall serve, personally, on the classified employee or by mail to the classified employee's last known address by registered mail, return receipt requested, a Notice of Proposed Disciplinary Action containing the specified charges in writing stating the cause for the disciplinary action, the proposed type of discipline as well as copies of any documents or evidence proposed to be used against the employee.

19.4 Procedure

- 19.4.1 Prior to imposing disciplinary action other than an oral or written reprimand or a five day suspension without pay, a classified employee shall be provided with the pre-disciplinary right to receive a written notice of the charges, to receive copies of any documents or evidence proposed to be used against the employee, to respond to the charges. If an employee is suspended for five days, the District shall comply with paragraph 18.3 above within five (5) days of the effective date of said suspension and all other provisions hereunder shall thereafter be applicable.

19.5 Request for Hearing

- 19.5.1 The employee shall have the right to request a hearing within three (3) days of the day the Notice of Disciplinary Action is served on him/her or within five (5) days within the date the Notice of Disciplinary is mailed to

him/her, whichever is the longer. A request for hearing must be personally served on the Superintendent, or his designee, or actually mailed to the Superintendent within the aforesaid time limit.

19.6 Right to Respond and Representation

- 19.6.1 The employee shall have the right to respond in written form to the Notice of Disciplinary Action provided said written response is personally delivered to the Superintendent, or his designee, at or prior to the hearing. The employee shall have the right to be represented at all stages of disciplinary action.

19.7 Hearing

- 19.7.1 If the employee requests a hearing, a hearing shall be held within three (3) days of the date the Request for Hearing is served upon the Superintendent, or his designee, or within (5) five days of the date the Request for Hearing was actually mailed to the Superintendent or his designee, whichever is the longer. At the hearing, the Superintendent, or his designee, shall present to the employee all the evidence on which the charges are based. The employee shall have the right to respond, either orally or in writing, and present any documentary and oral testimony. The Superintendent shall consider the oral and documentary evidence introduced by the employee and shall determine whether or not he proposed discipline shall be imposed as set forth in the Notice of Proposed Disciplinary Action, or modified, or not imposed. If the Superintendent decides to impose discipline, he shall, by personal service or certified mail, return receipt requested, deliver to the employee a notification of Disciplinary Action and set forth the date when such disciplinary action shall be effective. If, as a result of the hearing, the Superintendent does not sustain the charges against the employee, the employee shall receive full salary and benefits for the time he/she was suspended.

19.8 Appeal

- 19.8.1 A classified employee may appeal to the Governing Board of the District the imposition of disciplinary action. Such appeal must be taken within three (3) days of the date the employee is personally served with the Notification of Disciplinary Action or within (5) five days of the date said Notice is actually mailed to the employee. Such appeal must be in writing and must be personally served on the District Superintendent, or his designee, or mailed by certified mail, return receipt requested, to the Superintendent within the above time limit. The Governing Board shall hear the appeal at its next regularly scheduled Board meeting in closed session and shall notify the employee in writing of the disposition of the appeal.

**ARTICLE XX
TIME**

Time is of the essence of each and every provision contained herein. This provision shall be strictly construed against the non-complying party.

**ARTICLE XXI
WAIVER**

No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

APPENDIX I

DUNSMUIR JOINT UNION HIGH SCHOOL DISTRICT
 CLASSIFIED HOURLY SALARY SCHEDULE
 2022-23, 2023-24, 2024-25

Employee placement on Salary Schedule will be based on years of experience per Step as of 7/1/20. Current employees as of 7/1/17 will remain on current placement and move forward as years of service per step.

YEAR/STEP	1	2	3	4	5	6	7	10	12	14	16	18	20
CLASS A	15.75	16.40	17.05	17.75	18.45	19.20	19.95	20.75	21.70	22.45	23.30	25.45	27.80
Maintenance/ Custodial/ Transportation Office/Atten./Clerk													
CLASS B	15.75	16.10	16.40	16.75	17.05	17.40	17.75	18.10	18.45	18.85	19.20	21.00	22.95
Instructional Aide Library/Computer Tech Custodian (only) Bus Driver (only) Part – Time Custodian													
CLASS C													
Relief Driver (on call)	15.75												

Hours and days of employments are based on Board approved Job Descriptions and Duty Statements.